

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, February 6, 2023).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd Reading and final adoption of the following Ordinances; 1st reading, 2/6/23:
 - a. Relating to Cigar Smoking in Public Places and Places of Employment Prohibited.
 - b. Relating to Taxicabs and Vehicles for Hire.
 - c. Relating to Classification of Ordinance Violations.
- 2. Adopt the Taxi and Vehicle for Hire Resolution as presented.
- 3. Changes to the Gambling Requirements.
- 4. Extension of the Class “A” Alcoholic Beverage License for 518 Properties, LLC d/b/a Summit Nightclub until 8/31/23.
- 5. Gaming Site Authorization for Metro Sports Foundation at Country Inn & Suites (new owners).
- 6. Applications for Games of Chance:
 - a. Knights of Columbus – 6570 for a calendar raffle from 4/1/23 to 4/30/23.
 - b. Love Your Buns for a raffle on 3/11/23; Public Spirited Resolution.
 - c. North Central Turfgrass Association for a raffle on 3/1/23.
 - d. North Dakota Pottery Club Society for a raffle on 6/9/23 and 6/10/23.
 - e. St. John Paul II Catholic Schools for a raffle on 5/15/23.
 - f. Red River Valley Figure Skating Club – Fargo Ice Show for a raffle on 3/12/23.
 - g. Safari Club International North Dakota Chapter for a raffle and raffle board on 3/11/23.
 - h. USA Wrestling of North Dakota for a raffle on 7/20/23.
- 7. Direct the City Attorney to prepare amendments to Fargo Municipal Code, Article 25-15 – Alcoholic Beverages, relating to mandatory meeting.
- 8. Direct the City Attorney to prepare amendments to Fargo Municipal Code, Article 25-15 – Alcoholic Beverages, relating to owner/manager changes and reporting requirements.
- 9. Direct the City Attorney to prepare amendments to Fargo Municipal Code, Article 25-15 – Alcoholic Beverages, relating to signs of impairment.

10. Agreement for Pavement Management Analysis with Infrastructure Management Services in the amount of \$49,096.00 for Project No. MS-22-L0 (RFQ22169).
11. Encroachment Agreement with CHI Living Communities.
12. Bid advertisement for Project No. NR-23-B.
13. Work to be Performed with Latoka Restorations d/b/a SERVPRO of Fargo Moorhead for repairs at the Fargo Cass Public Health building.
14. Application for Assistance to Firefighters grant for vehicle exhaust systems, gear washers and equipment washers.
15. Application for a Staffing for Adequate Fire and Emergency Response grant.
16. Amendment to Agreement for Services with Great Outcomes Consulting, LLC (SSP23052).
17. Notice of Grant Award from the ND Department of Health and Human Services for HIV.HCV Counseling, Testing and Referral (CFDA #93.940).
18. Purchase Agreement with Elevate Communities LLC for acquisition of 802 32nd Street North and 3129 7th Avenue North.
19. Purchase of (180) 8x10 multi-curve SAPI cut rifle rated trauma plates from Protector Capital, LLC in the amount of \$43,655.00 (RFQ23051).
20. Purchase of (80) 10x16 BallisticBoard backpack insert (rifle protection) from Protector Capital, LLC in the amount of \$27,870.00 (RFQ23048).
21. Facility Use Agreement with the ND Department of Corrections and Rehabilitation to utilize the Fargo Regional Law Enforcement Training Center.
22. Awarding of Water Main Materials, Miscellaneous Materials, Fire Hydrants/Parts and Miscellaneous Street Materials to Ferguson Waterworks in the amount of \$214,278.34 (RFP23034).
23. Awarding of Aggregate Materials, Concrete, Asphalt and Emulsified Asphalt as presented (RFP23035).
24. Purchase of one articulated wheel loader from Butler Machinery Company in the amount of \$83,390.00 (RFP23041).
25. Third Addendum to the Technology License and Service Agreement with DoubleMap, TransLoc.
26. Purchase of ten Transit buses from New Flyer of America
27. Bills.
28. Negative Final Balancing Change Order No. 4 in the amount of -\$27,248.43 for Improvement District No. BN-21-L1.
29. Preliminary Engineering Services Agreement (Quiet Zone Project) with BNSF Railway Company for Improvement District No. RR-19-A1.

31. Create Improvement District No. PR-23-E.

32. Contract and bond for Improvement District No. BR-23-E1.

REGULAR AGENDA:

33. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**

34. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**

a. Duane's Pizza Addition (1601, 1605, 1615, 1617, 1619, 1621, 1623, 1627 and 1629 University Drive South; 1602, 1606, 1610, 1614, 1618, 1622 and 1626 13 1/2 Street South; 1321 17th Avenue South); approval recommended by the Planning Commission on 1/3/23:

1. Zoning Change from SR-2, Single-Dwelling Residential, SR-3, Single-Dwelling Residential and LC, Limited Commercial to LC, Limited Commercial with a PUD, Planned Unit Development Overlay.
2. 1st reading of rezoning Ordinance.
3. Plat of Duane's Pizza Addition.
4. Planned Unit Development Master Land Use Plan.

b. Hearing to consider a Renewal Plan and Developer Agreement for Tax Increment Financing District No. 2023-01 (1600 block of University Drive South, on the west side of the street).

c. Application to transfer a Class "ABH" Alcoholic Beverage License from Fargo Suites d/b/a Fargo Suites to Fargo Sunrise Hotel LLC d/b/a Country Inn & Suites to be located at 3316 13th Avenue South.

d. Application for a Class "H" Alcoholic Beverage License for CEC Entertainment, LLC d/b/a Chuck E. Cheese to be located at 1202 Nodak Drive.

35. Update on the 32nd Avenue South Reconstruction Project – Phase 2 (Improvement District No. BR-23-G0).

36. Recommendation to expand the Sustainability and Resiliency Committee.

37. Applications for Property Tax Exemptions for Improvements Made to Buildings:

- a. Bussinger Properties II LLLP, 725 18 Street North (5 years).
- b. Melissa and Aaron Rohrich, 1212 7th Street South (5 years).
- c. Michael and Carly Gunderson, 3619 River Drive South (5 years).
- d. Matthew Graber, 1322 15th Street South (5 years).
- e. Northern Property Group LLC, 2402 8th Avenue North (5 years).
- f. Ole Thomassen, 1621 10th Avenue South (5 years).
- g. Jeremy and Renne Leiviska, 4111 15th Street South (5 years).
- h. Timothy and Maria Olson, 513 20th Avenue North (5 years).
- i. Donald Geigle, 3340 17th Avenue South Unit 102 (5 years).
- j. Kyle and Danielle Oetjer, 4833 Meadow Creek Drive South (5 years).

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- k. Julie Sanderson, 2018 8th Street North (5 years).
 - l. Andrew Snyder, 1604 52nd Avenue South (5 years).
 - m. Benjamin Martin and Kelsey Baker, 3830 20th Street South (5 years).

38. Legislative Update.

39. Liaison Commissioner Assignment Updates.

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

1a

ORDINANCE NO. _____

AN ORDINANCE ENACTING ARTICLE 10-13 OF CHAPTER 10
OF THE FARGO MUNICIPAL CODE
RELATING TO CIGAR SMOKING IN PUBLIC PLACES AND
PLACES OF EMPLOYMENT PROHIBITED

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

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

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

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

NOW, THEREFORE,

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

Section 1. Enactment.

ARTICLE 10-13 – CIGAR SMOKING IN PUBLIC PLACES AND PLACES OF
EMPLOYMENT PROHIBITED

10-1301 – DEFINITIONS

1. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, in any manner or in any form. Smoking also includes the use of an e-cigarette which creates a vapor, in any manner or any form, or the use of any oral smoking device.

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2. "Cigar" means an individual roll of tobacco which has a wrapper or cover of whole leaf tobacco; does not contain filler other than tobacco filler; does not contain binder other than tobacco binder; does not contain additives other than water; does not contain a filter, tip, or nontobacco mouthpiece; weighs at least six pounds per thousand count; and is made by hand, except to allow for the use of a manually operated machine to assist in bunching, rolling, and binding.
 3. "E-cigarette" means any electronic oral device, such as one composed of a heating element and battery or electronic circuit, or both, which provides a vapor of nicotine or any other substances, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, and e-pipe or under any other product, name, or descriptor.
 4. "Public place" means an area which the public enters. Some examples of public places are publicly owned buildings, vehicles, or offices; bars; bingo facilities; gambling and gaming facilities as defined in section 12.1-28-01; child care and adult day care facilities subject to licensure by the department of health and human services, including those operated in private homes; convention facilities; educational facilities, both public and private; facilities primarily used for exhibiting a motion picture, stage, drama, lecture, musical recital, or other similar performance; financial institutions; health care facilities; hotels and motels, including all rooms that are rented to guests; laundromats; any common areas in apartment buildings, condominiums, mobile home parks, retirement facilities, nursing homes, and other multiple-unit residential facilities; private and semi-private nursing home rooms; museums, libraries, galleries, and aquariums; polling places; professional offices; public transportation facilities, including buses, trains, airplanes and similar aircraft, taxicabs and similar vehicles such as town cars and limousines when used for public transportation, and ticket, boarding, and waiting areas of public transit facilities, including bus and train stations and airports; reception areas; restaurants; retail food production and marketing establishments; retail service establishments; retail stores, including tobacco and hookah establishments; rooms, chambers, places of meeting or public assembly, including school buildings; shopping malls; sports arenas; theaters; and waiting rooms.
 5. "Place of employment" means an area under the control of a public or private employer, including work areas, auditoriums, classrooms, conference rooms, elevators, employee cafeterias, employee lounges, hallways, meeting rooms, private offices, restrooms, temporary offices, vehicles, and stairs. A private residence is not a place of employment

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unless it is used as a licensed child care, adult day care, or health care facility.

10-1302 – CIGAR SMOKING IN PUBLIC PLACES AND PLACES OF EMPLOYMENT
PROHIBITED

Cigar smoking is prohibited in public places and places of employment.

10-1303 – Penalty

An individual who smokes in an area in which smoking is prohibited under this ordinance is guilty of an infraction. An owner or other person with general supervisory responsibility who willfully allows a person to smoke in a place where smoking is prohibited is guilty of an infraction.

Section 2. Penalty.

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

Section 3. Effective Date.

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

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication

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ORDINANCE NO. _____

AN ORDINANCE AMENDING AND
REPEALING AND REPLACING ARTICLE 25-04
OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE
RELATING TO TAXICABS AND VEHICLES FOR HIRE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Enactment.

Article 25-04 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

ARTICLE 25-04
TAXICABS AND VEHICLES FOR HIRE

Section
25-0401. Definitions.--

The following words, terms and phrases shall have the meanings ascribed to them in this Article:

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1. "Applicant" means an organization or entity registered with the Secretary of State authorized to do business in the State of North Dakota applying for a license under this Article.
2. "For hire" means for remuneration or reward, paid or promised, either directly or indirectly.
3. "For hire driver" means any person in physical control of a taxicab or vehicle for hire required to be licensed under this Article.
4. "Lease driver" means a for-hire driver who is an independent contractor/sole proprietor who has leased a taxicab or for-hire vehicle from a taxicab/limousine licensee.
5. "Taxi" or "Taxicab" means a motor vehicle designed to carry passengers operating on the public streets, alley or places of the city of Fargo, and accepting passengers for transportation for hire on call or on demand, or as may be determined by the use of a taximeter, between such points as may be directed by the passenger, and that carries signs or indicia of a taxicab, including the words "taxi," "taxicab," or "cab."
6. "Taximeter" means an instrument or device that operates to calculate at predetermined rates and plainly displays the charges to the passenger of a taxicab. Any device which calculates fares charged to passengers for taxicab service, including devices which operate remotely based upon vehicle location technology, and which bases said fares upon time and distance, is considered a Taximeter, irrespective of whether such device is a portable or handheld device, monitor, smart phone or other electronic device or unit.
7. "Licensee" shall mean any taxicab or vehicle for hire service that secures authorization to commence a ride within the city of Fargo.
8. "Sober Ride Services" means a service whereby one driver drives the patron home and a second driver drives the patron's vehicle home. For such services, both drivers must meet all the requirements of this Article, including any requirements related to licensing, insurance, and background checks.
9. "Decal" means the license identification issued by the City Auditor that must be affixed to all vehicles licensed in accordance with this Article. The decal remains the property of the City and must be returned to the City Auditor for replacement, or in the event the vehicle is no longer in use. A fee for the replacement decal shall be established by Resolution of the board of city commissioners.

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10. "Personal vehicle" is a vehicle owned and licensed by an individual, and not the licensee. Personal vehicles are not eligible for licensing in accordance with this Article.
11. "Vehicle for hire" shall include limousine service, sober ride service, medical transport, handicap ride service, leased vehicles, party busses, or any other permutation in which a vehicle is driven for compensation.
12. "Wheelchair accessible taxicab" or "Wheelchair accessible vehicle for hire" or "Mobility Services" means a taxicab, for-hire vehicle, or any other vehicle conforming to the requirements of the Americans with Disabilities Act (ADA). The licensee is responsible for any additional training or equipment requirements to operate this type of service.
13. "Solicitation" means the ability of a taxicab licensed under this Article to solicit a ride without a prearranged fare or location having been determined and in response to ride hailing on public ways.

25-0402. Exceptions.

This Article does not apply to a person operating a ground transportation service that is:

1. Operated under state or federal authority unless subject to the city's regulatory authority;
2. Operated for a funeral home in the performance of funeral services;
3. Provided by an employer or employee association for use in transporting employees between the employees' homes and the employer's place of business or between work stations, with the employees reimbursing the employer or employee association in an amount calculated only to offset the reasonable expenses of operating the vehicle;
4. Owned and operated by the federal or state government, by a political subdivision of the state, or by a person under contract with the city for operation of the vehicle;
5. Used in a carpool to transport the person and others on a prearranged basis between their homes and places of employment or places of common destination, if only a fee calculated to reasonably cover expenses is charged;
6. Used to transport children to or from school if only a fee calculated to reasonably cover expenses is charged;

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7. Owned by a nonprofit organization and carrying only passengers associated with that organization, if no compensation is received from any other person for carrying the passengers;
8. A courtesy vehicle, if the name of the business or sponsor of such vehicle is affixed to the outside of the vehicle; or
9. A transportation network company operating in compliance with North Dakota Century Code Chapter 39-34.

25-0403. Application.

Any person or entity that desires to operate a taxicab or vehicle for hire service must make application in writing to the City Auditor for a taxicab or vehicle for hire license, which application shall include the following:

1. A true copy of the registration with the Secretary of State evidencing authorization to do business in North Dakota.
2. The name and address of the applicant. If the applicant is not an individual person, the application shall state the names and addresses of all individuals owning an interest in such business, and if a corporation shall give the names and addresses of the officers and directors thereof.
3. Background information of the applicant, including criminal background completed by the Federal Bureau of Investigation, and Department of Transportation records for all jurisdictions in which the operator has resided, or any other background investigation process and investigation deemed necessary and appropriate by the Chief of Police of the city of Fargo, or designee.
4. Number of taxicabs or vehicles for hire intended to be operated. Such vehicle listing shall accompany the application and/or renewal.
5. The make, model and ownership information of all of the vehicles the applicant intends to use in operating the taxicab or vehicle for hire service, including the name of the manufacturer, the motor and serial number, the body type, the year when made, the number of passengers each vehicle will accommodate, and certification that each vehicle has been inspected by a certified mechanic and passed inspection as provided in section 25-0409 of this Article.

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6. An accurate and detailed description of the Logo or color scheme of the taxicabs or vehicles for hire, including inscriptions or monograms thereon, proposed to be operated by the applicant, which shall be distinctly different from that of the taxicabs or vehicles for hire of any other operators within the city of Fargo, so that ownership and identity may be readily ascertained by the police department and patrons of any taxicab or vehicle for hire.
7. A certificate of insurance showing the applicant has sufficient insurance to meet the requirements of section 25-0414 of this Article.
8. A statement signed by the applicant under penalty of perjury indicating an understanding that falsification of any statement, material or not, is sufficient reason for denial of the license and criminal prosecution.
9. Payment of the application fee as established by Resolution of the Board of City Commissioners.

25-0404. Investigation.

Upon completion of the application required, the application shall be submitted to the City Auditor, or his/her designee for review and investigation. Upon satisfaction of compliance with all license requirements, the taxicab or vehicle for hire license shall be issued. If the application is incomplete or cannot otherwise be approved, the application shall be denied, and the City Auditor shall provide a written explanation of the reason for denial.

25-0405. Approval.

In the event the application is approved and the license is granted, the City Auditor shall grant said license stating the name and address of the applicant, and identifying the vehicles authorized under said license. The City Auditor shall issue a numbered identification decal which must be affixed and displayed in the upper passenger side front window.

25-0406. License Fees.

The fee for taxicab or vehicle for hire licenses shall be set by Resolution of the Board of City Commissioners.

25-0407. Expiration.

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1 All taxicab or vehicle for hire licenses issued by the city of Fargo, unless sooner revoked by the
2 city of Fargo, will expire on December 31 of each year. If the licensee applies for a renewal
3 following the expiration of a license, a reinstatement fee in an amount to be established by
4 Resolution of the Board of City Commissioners shall be applied.

5 **25-0408. Non-Transferable.**

6 Licenses issued under this Article shall be nontransferable. A transfer or attempted transfer
7 thereof shall automatically result in a revocation of such license.

8 **25-0409. Vehicle Requirements and Certification of Inspection.**

- 9 1. No taxicab or vehicle for hire license shall be issued until the applicant files with the
10 City Auditor certification that each vehicle licensed or leased has been inspected by a
11 certified mechanic and has passed said inspection.
- 12 2. An automotive service excellence (ASE) certificate of inspection must be completed
13 on a yearly basis and certified to the City Auditor with the taxicab or vehicle for hire
14 license renewal.
- 15 3. Every holder of a license under this Article shall keep such vehicles in good
16 serviceable condition so that each vehicle may be safely operated at all times without
17 endangering the safety or property of the passengers carried or other persons.
- 18 4. The license for the operation of any vehicle not kept in a safe and serviceable
19 condition shall be revoked and immediately removed from service.
- 20 5. The board of city commissioners may set by resolution an additional fee for each
21 vehicle registered under this Article.
- 22 6. Vehicles must be maintained in a safe and sanitary condition. Licensee must remove
23 all rubbish/garbage from the taxicab or vehicle for hire, and the windows must be
clear for vision.

25-0410. Taxicab Markings.

Taxicabs must bear the licensees logo or identification in letters and words at least 4" in size on
both sides of the vehicle. The markings must be in contrasting colors readily viewable to the
Police Department and public, and bear the licensee's telephone number.

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25-0411. Accident and Incident Reporting and ASE Inspection.

All accidents involving a decal vehicle pursuant to the Article shall be reported immediately to the City Auditor. The licensee shall provide an automobile service excellence (ASE) certificate of inspection pertaining to that vehicle, and take appropriate actions necessary to protect the traveling public.

25-0412. Taxicab and Vehicle for Hire Drivers.

No person shall drive, operate, use or cause to be used upon the streets of the city a taxicab or vehicle for hire unless the person driving the vehicle is properly licensed in accordance with North Dakota law and employed or endorsed by a holder of a city of Fargo taxicab or vehicle for hire license.

25-0413. Driver Standards.

A. Licensee must, on a yearly basis, verify that each and every taxicab or vehicle for hire driver in their employ or endorsement meets the following minimum standards:

1. Is a citizen of the United States or an alien admitted for permanent residence, or who has otherwise obtained work authorization from the U.S. citizenship and immigration services;
2. Is the holder of a valid driver's license authorizing operation of the licensed vehicle;
3. Is able to read and speak the English language sufficiently to converse with the general public, to understand highway traffic signs and signals in the English language, to respond to official inquiries, and to make entries on reports and records;
4. Is twenty-one (21) years of age or older;
5. Certify that the taxicab or vehicle for hire driver is free from any infirmity, physical or mental, which would render the driver unfit for the safe operation of the licensed vehicle;
6. Has a driving record, at least for the past three (3) years, clear of:
 - a. A license cancellation, a revocation, or a suspension;
 - b. A conviction for operating a motor vehicle without insurance

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1 c. A conviction for driving a motor vehicle without a valid license for the class of
2 vehicle driven;

3 d. A conviction for driving under the influence of alcohol or a controlled
4 substance;

5 e. A conviction for alcohol related driving by a commercial vehicle driver;

6 f. A conviction for leaving the scene of an accident;

7 g. A conviction for reckless or careless driving;

8 h. Is not a registered predatory offender in any state;

9 i. Has a criminal record clear of any misdemeanor or felony conviction as a
10 habitual offender for driving under the influence of alcohol or a controlled
11 substance;

12 j. Has a criminal record clear of any crimes against persons, including but not
13 limited to Conspiracy, Murder Manslaughter Criminal vehicular homicide and
14 injury, Assault; Great bodily harm caused by distribution of drugs, Use of drugs
15 to injure or facilitate crime, Robbery, Kidnapping, False imprisonment,
16 Abduction; Criminal sexual conduct, Solicitation of children to engage in sexual
17 conduct, Human trafficking, Theft of a motor vehicle, Fleeing a peace officer in a
18 motor vehicle, Misusing credit card to secure services, or Burglary; and

19 k. Information indicating whether or not the applicant has ever had a for-hire
20 driver's license suspended, revoked, or denied and for what cause.

21 B. A city of Fargo taxicab or vehicle for hire driver record form, or an alternative electronic
22 record approved by the City Auditor, shall be used to document the drivers' records. All
23 approved taxicab or vehicle for hire driver record forms shall be kept by the licensee for a
minimum of five (5) years and shall be available for review by the city of Fargo immediately
upon request. The city of Fargo shall have the right at any time and without prior notice to
perform inspections of the licensee records to determine compliance with this Article. Failure to
comply with this Article shall result in license suspension or revocation.

C. A daily manifest shall be maintained by the owner of each taxicab noting all trips made
each day, showing the driver's name, cab number, place and time of origin and destination of
each trip and the amount of fare. Every owner shall retain and preserve all drivers' manifests in

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1 a safe place for at least 180 days and such manifests shall be made available upon demand for
2 inspection by the City Auditor.

3 D. No driver shall refuse or neglect to convey any person because of the person's race,
4 color, national origin, religion, sex, age, handicap or any other persons recognized under Federal
5 and State laws.

6 **25-0414. Insurance Required.**

7 A. No taxicab or vehicle for hire license shall be issued by the City Auditor until the license
8 applicant obtains and provides proof of a policy of commercial auto liability insurance issued by
9 a responsible insurance company authorized to do business in the State of North Dakota.

- 10 1. The licensee shall have and maintain such insurance in the amount of one million
11 dollars (\$1,000,000) as well as fifty thousand dollars (\$50,000.00) property damage
12 insurance.
- 13 2. Such insurance shall cover all passengers carried by the insured licensee and shall be
14 for public taxicab or vehicle for hire purposes.
- 15 3. All such policies shall contain a clause providing for thirty (30) days' written notice to
16 the City Auditor before cancellation, and a memorandum of such insurance naming
17 the city of Fargo as an additional insured shall be furnished to the City Auditor before
18 a license is issued.
- 19 4. Failure to maintain insurance as provided in this Article shall result in immediate
20 suspension or revocation of the taxicab or vehicle for hire license.

21 **25-0415. Taxicab Rates.**

22 A taxicab licensee shall provide passengers with the applicable rates being charged and the
23 option to receive an estimated fare before the passenger enters the vehicle. Unless a flat rate fee
has been agreed to in advance, the taxicab must clearly display the rate to be charged, readily
observable to a passenger, and such rate must be measured by a taximeter visible to the
passenger at all times; each taxicab shall have only one taximeter. Taximeters must be activated
with each taxicab trip or any time a taxicab driver accepts a fare. The rate charge must be
uniform as to all passengers.

25-0416. Receipts.

The taxicab or vehicle for hire driver shall, upon demand by a passenger, provide a receipt for
the amount charged, which shall include the name of the licensee, driver identification, the

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amount of the meter reading or charges, and the date of the transaction. Such receipt shall be in paper or electronic form, at the election of the passenger.

25-0417. Stands.

Only licensed taxicabs may stop or stand on city of Fargo streets or alley ways while waiting for a fare.

25-0418. Lost Articles.

Whenever any package, money, articles of baggage or goods of any description are left in or on any taxicab or vehicle for hire, such driver shall, upon the discovery of such package or article, attempt to return the item in a timely manner. In the event the item cannot be returned to the passenger, the licensee shall retain possession of the lost item for not less than 15 days.

25-0419. Smoking or Vaping Prohibited.

Smoking and/or vaping of tobacco products is prohibited inside any taxicab or vehicle for hire.

25-0420. Driver Impairment.

A. No driver shall be permitted to operate a taxicab or vehicle for hire while under the influence of alcohol or any mood-altering drug (prescription or nonprescription). No driver shall possess any controlled substance or alcoholic beverage while operating a taxicab or vehicle for hire.

B. No driver shall be permitted to drive any vehicle carrying passengers for more than twelve (12) hours in any one 24-hour period.

C. Mobile phone use is prohibited while the vehicle is in motion, except in a hands-free mode. Navigation tools, including cell phones, must be separate devices from the taximeter, and only be operated in hands-free mode while the vehicle is in motion.

25-0421. Occupants in Vehicle Must be Restrained.

No person operating a taxicab or vehicle for hire shall allow a greater number of passengers to occupy or be transported in the vehicle than the number of legal seated/belted positions within said vehicle.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

25-0422. Denial, Suspension or Revocation of License.

1 A. Licensee and any taxicab or vehicle for hire in service by a licensee shall remain subject
2 to random inspections by the City Auditor and/or designee to ensure continuing compliance with
3 the terms of this Article. Refusal to permit or complete such inspection shall be cause for
immediate suspension or revocation of the license.

4 B. The City Auditor may deny, suspend or revoke any license to operate a taxicab or vehicle
5 for hire service as defined in this Article as stated in this Article, in addition to any of the
6 following reasons:

- 7 1. Fraud, misrepresentation or incorrect statement contained in the application or made
8 in carrying on the licensed or permitted activity.
- 9 2. Violation of any of the driver standards.
- 10 3. Conducting such licensed or permitted activity in such manner as to constitute a
11 breach of the peace or a menace to the health, safety or welfare of the public, or a
12 disturbance of the peace or comfort of residents of the city of Fargo, upon
13 recommendation of the appropriate city official.
- 14 4. Expiration or cancellation of any required insurance.
- 15 5. Actions unauthorized or beyond the scope of the license granted.
- 16 6. Violation of any regulation or provision of this Article applicable to the activity for
17 which the license has been granted, or any regulation or law of the state so applicable.
- 18 7. Failure to continuously comply with all conditions required as precedent to the
19 approval of the license.

25-0423. Appeal.

20 Any person aggrieved by the action of the City Auditor in denying, suspending or revoking a
21 license shall have the right to a hearing before the Board of City Commissioners on any such
22 action, provided a written request is filed with the City Auditor within ten (10) days after receipt
23 of the notice of such denial, suspension or revocation. The Board of City Commissioners may
grant such license, confirm any suspension or revocation, or reinstate any such license. The
action taken by the Board of City Commission after a hearing shall be final, subject to appeal
pursuant to North Dakota Century Code Ch. 28-34.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Penalty.

1 A person who willfully violates this ordinance is guilty of a Class B misdemeanor. Every person,
2 firm or corporation violating an ordinance which is punishable as a Class B misdemeanor shall be punished
3 by a fine not to exceed \$1,500.00, or by imprisonment not to exceed 30 days, or by both such fine and
4 imprisonment, in the discretion of the court; the court to have power to suspend said sentence and to revoke
5 the suspension thereof. In addition to such fine and/or imprisonment, the court, in its discretion, may
6 assess a fee in an amount not to exceed \$25.00 as provided in section 27-01-10, N.D.C.C.

Section 3. Effective Date.

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

9
10
11 (SEAL)

Dr. Timothy J. Mahoney, M.D., Mayor

12 Attest:

13
14 _____
Steven Sprague, City Auditor

15 First Reading:
16 Second Reading:
17 Final Passage:
18 Publication:
19
20
21
22
23

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION

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

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

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

WHEREAS, Article 3(G) of the Home Rule Charter of the City of Fargo, North Dakota grants the City of Fargo power to provide for the adoption, amendment, and repeal of ordinances and resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof; and

WHEREAS, The City of Fargo has adopted an ordinance enacting Article 25-04 of Chapter 25 of the City of Fargo Municipal Code relating to Taxi Cabs and Vehicles for Hire; and

WHEREAS, Section 25-0406 of the Taxi Cabs and Vehicles for Hire ordinance states that the fee required shall be set by resolution by the Board of City Commissioners; and

WHEREAS, The Board of City Commissioners wishes to have uniformity in the fee structure; and,

WHEREAS, The Board of City Commissioners is desirous of setting the fees in a fair and equitable manner.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO that the rates and license fees for the Taxi Cabs and Vehicles for Hire shall be set as follows:

Meter Rates:

Hourly Rate

\$ 43.00

Flag Drop and first 1/8 th mile	\$ 5.50
Mileage Rate – Days	\$ 1.95
Mileage Rate – Nights (9 pm – 4 am)	\$ 2.65
Application Fee (includes 3 decals)	\$ 100.00
Renewal Fee (includes 3 decals)	\$ 100.00
Additional decals each	\$ 10.00
Reinstatement Fee	\$ 250.00

Dated this ____ day of _____, 2023.

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

10

AN ORDINANCE AMENDING SECTION 1-0305(A)(1)
OF ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO MUNICIPAL CODE
RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

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

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

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

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance to reduce the penalty for possessing a firearm or dangerous weapon from a Class B misdemeanor to an Infraction in order to conform to state law;

NOW, THEREFORE,

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

Section 1. Amendment.

Section 1-0305(A)(1) of Article 1-03 of Chapter 1 of the Fargo Municipal Code is hereby amended to read as follows:

1-0305. Classification of ordinance violations.—

A. Violations of the following ordinances are Class B misdemeanors, subject to punishment as provided in this article:

1. Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-traffic offense), section 8-0305(A)(2) (fictitious registration), section 8-0305(A)(3) (lending registration plates), section 8-0308 (reproducing operator's or driver's license or permit), section 8-0309 (driving under suspension), section 8-0310 (driving under the influence), section 8-0314 (reckless driving), section 8-0320(D)

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

(failure to deliver plates) section 8-0803 (accidents involving damage to vehicle), section 8-0804 (duty to give information and render aid), section 8-0805 (duty upon striking fixture or other property), section 8-0809 (false reports), section 10-0104 (curfew), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0317 (resisting police officer), section 10-0319 (incendiary devices), section 10-0320 (registration in schools), section 10-0321 (criminal mischief), section 10-0321.1 (criminal mischief-hate crime), section 10-0322 (harassment), section 10-0322.1 (harassment-hate crime), section 10-0323 (simple assault), section 10-0323.1 (simple assault-hate crime), section 10-0324 (aiding and abetting), section 10-0601 (shoplifting), section 10-0602 (theft), section 10-0702 (order to disperse), section 10-0703 (tenant/owner cooperation required), section 10-1202(2) ($\geq \frac{1}{2}$ oz. marijuana) and 10-1202(3) (under 21 in possession of marijuana), section 12-0117(C) and 12-0117(G) (potentially dangerous and dangerous dogs), section 13-0511 (removal of wastes), section 13-0513 (fee/permit for hauling waste), section 13-0529 (misuse of compost sites), article 13-13 (drug lab cleanup), chapter 17 (sewers and sewerage), article 18-09 (excavation code), section 25-0412 (unlicensed taxicab or vehicle for hire), section 25-1509(A) (selling alcoholic beverage to minor), section 25-1518(C) (minor misrepresenting age), and section 25-1518(D) (delivery of alcoholic beverage to minor), article 25-33 (tattoos, body art and body piercing), article 25-36 (tanning facilities).

* * *

Section 2. Effective Date.

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

Dr. Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:

Steven Sprague, City Auditor

**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

(2)

February 16, 2023

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

RE: Taxi and Vehicle for Hire Resolution

Dear Commissioners,

I am presenting for your approval at this time the Taxi and Vehicle for Hire Resolution establishing the rates and license application fees. This resolution was presented in draft when the ordinance revisions were placed on agenda for receive and file. The new ordinance and resolution terms will be effective upon publication.

Please feel free to contact me with any questions or concerns.

SUGGESTED MOTION: I move to approve the Taxi and Vehicle for Hire Resolution as presented.

Regards,

Nancy J. Morris

Nancy J. Morris

NJM/imw

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION

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

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

WHEREAS, Article 3(G) of the Home Rule Charter of the City of Fargo, North Dakota grants the City of Fargo power to provide for the adoption, amendment, and repeal of ordinances and resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof; and

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WHEREAS, Section 25-0406 of the Taxi Cabs and Vehicles for Hire ordinance states that the fee required shall be set by resolution by the Board of City Commissioners; and

WHEREAS, The Board of City Commissioners wishes to have uniformity in the fee structure; and,

WHEREAS, The Board of City Commissioners is desirous of setting the fees in a fair and equitable manner.

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Meter Rates:

Hourly Rate

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Application Fee (includes 3 decals)	\$ 100.00
Renewal Fee (includes 3 decals)	\$ 100.00
Additional decals each	\$ 10.00
Reinstatement Fee	\$ 250.00

Dated this ____ day of _____, 2023.

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

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

TO: Fargo City Commission

FROM: Steve Sprague, City Auditor
Terri Leier-Sprenger, Fargo Gaming Auditor

Due to some significant changes in gaming, the Auditor's office is recommending modifying the language to the following Gambling Requirements to reflect the following:

Gambling Requirement # 2

One of the governing board members shall be a resident of the City of Fargo.

The change of language from gaming committee to governing board reflects the current language in the North Dakota Games of Chance Law and the North Dakota Games of Chance Administrative Rules.

Gambling Requirement # 3

Information submitted by the applicant to the State shall be made available upon request to the City.

The additional Language (upon request) indicates that the City no longer needs to retain information submitted to the State by organizations, as the City can request this information from the State at any time.

All State Orders involving administrative complaints are automatically sent to Cities and Counties as well as applicable States Attorneys. All rental agreements and quarterly gaming tax returns are received at the State and are available to Cities/Counties upon request. Again, the City no longer needs to retain these documents from organizations as they are available upon request.

Gambling Requirement # 4

If an organization closes a location, it must submit in writing to the City Auditor's Office an explanation for closing the location. The organization must also provide copies of final reports submitted to the Attorney General's Office. Final reporting must include a North Dakota Quarterly Gaming Tax Return.

Recommend the deletion of the last two sentences of this requirement (to provide final reports to the City) as this can be accomplished by requesting any reports from the Attorney General's Office if a site closes.

Gambling Requirement # 5

There should be a 45 day waiting period between opening the first and second operations by an organization, enabling the City to monitor early operating procedures.

Recommend deletion of Requirement # 5. The Office of Attorney General Gaming Division received seven FTEs in the last legislative session (2021). With this additional staff in addition to modified audit procedures and training programs, the Gaming Division will be conducting audits statewide (including Fargo) on a timely basis. This will take the place of the monitoring procedures currently conducted by the Fargo Gaming Auditor position which is being eliminated.

Gambling Requirement # 9

Annually, all gaming site renewals and new gaming sites must complete a "Limited Scope Review" prior to the request for approval by the Fargo City Commission. This review will determine whether the record keeping for each game of chance to be conducted is in compliance with "North Dakota Game of Chance Rules and Law", and whether the organization has established internal control procedures for all gaming activity.

Recommend deletion of Requirement # 9. The Office of Attorney General Gaming Division will assume all responsibilities to conduct audits in Fargo. These audits will include a through review of internal control procedures for the gaming activity conducted. This will take the place of renewals and new site procedures currently being conducted by the Fargo Gaming Auditor.

Recommend Adding a New Gambling Requirement

Gaming organizations that are currently under probation with the Office of Attorney General will not be approved for more sites or more game types until the probationary period has expired.

Note: This is a long-established practice (25 years or more).

See attached Gambling Requirements.

Recommend Motion:

Approve changes to Gambling Requirements number 2, 3, 4, 5, and 9 and add a new Requirement.

GAMBLING REQUIREMENTS

As Adopted by the Fargo City Commission

1. Charitable organizations shall have a presence in the City of Fargo and operate at no more than five establishments at one time, with the exception of the following game types: Raffles, Electronic 50/50 Raffles, Calcuttas or a combination of the three.
2. One of the governing board shall be a resident of the City of Fargo.
3. Information submitted by the applicant to the State shall be made available upon request to the City.
4. If an organization closes a location, it must submit in writing to the City Auditor's Office an explanation for closing the location.
5. No site authorization shall be granted without prior approval of the Fire Department, Building Inspection Department and the Police Chief.
6. Gambling, with the exception of bingo and raffles, shall be restricted to hours that alcoholic beverage establishments are open.

Procedures for Site Changes for Games of Chance:

7. A letter must be submitted by the former organization and owner of premises to the City Auditor's Office stating the day they will be vacating the premises.
8. Gaming organizations currently under probation with the Office of Attorney General will not be approved for more sites or more game types until the probationary period has expired.

GAMBLING REQUIREMENTS

As Adopted by the Fargo City Commission

1. Charitable organizations shall have a presence in the City of Fargo and operate at no more than five establishments at one time, with the exception of the following game types: Raffles, Electronic 50/50 Raffles, Calcuttas or a combination of the three.
2. One of the gaming committee members shall be a resident of the City of Fargo.
3. Information submitted by the applicant to the State shall be made available to the City.
4. If an organization closes a location, it must submit in writing to the City Auditor's Office an explanation for closing the location. The organization must also provide copies of final reports submitted to the Attorney General's Office. Final reporting must include a North Dakota Quarterly Gaming Tax Return.
5. There should be a 45 day waiting period between opening the first and second operations by an organization, enabling the City to monitor early operating procedures.
6. No site authorization shall be granted without prior approval of the Fire Department, Building Inspection Department and the Police Chief.
7. Gambling, with the exception of bingo and raffles, shall be restricted to hours that alcoholic beverage establishments are open.

Procedures for Site Changes for Games of Chance:

8. A letter must be submitted by the former organization and owner of premises to the City Auditor's Office stating the day they will be vacating the premises.

Requirement/Procedures for "Limited Scope Review"

9. Annually, all gaming site renewals and new gaming sites must complete a "Limited Scope Review" prior to the request for approval by the Fargo City Commission. This review will determine whether the record keeping for each game of chance to be conducted is in compliance with "North Dakota Games of Chance Rules and Law", and whether the organization has established internal control procedures for all gaming activity.

(4)

AUDITOR'S OFFICE

Fargo City Hall
225 4th Street North
PO Box 2471

Fargo, ND 58108

Phone: 701.241.8108 | Fax: 701.241.8184

www.FargoND.gov

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Liquor License Extension – Summit Nightclub

DATE: February 14, 2023

The Auditor's office received a request to grant an extension of the requirements of 25-1512 from 518 Properties LLC d/b/a Summit Nightclub until August 31, 2023

The owners of Summit Nightclub are closing the business and are requesting some time to find an alternative use for the liquor license. At this time, Summit Nightclub is requesting a 6-month extension of ordinance 25-1512 to August 31, 2023.

Please see the attached letter from the legal representative.

Recommended Motion:

Move an extension of the requirements of 25-1512 to Summit Nightclub until August 31, 2023.

518 Properties, LLC dba Summit Nightclub

February 9, 2023

Mr. Steven Sprague, City Auditor
City of Fargo
225 4th Street North
Fargo, ND 58108

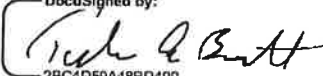
RE: Request for an Exemption to Section 25-1512 of the Municipal Code

Mr. Sprague:

Please see this letter as a formal request for an exemption from section 25-1512 of the municipal code of the City of Fargo. At this time, 518 Properties, LLC has decided to close Summit Night Club and are currently working on an alternative use for the license.

Please feel free to contact me with any questions you may have regarding this request.

Respectfully,

DocuSigned by:

28C4D59A48BD499...

Tyler Brandt, President



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

(5)

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

Full, Legal Name of Gaming Organization **Metro Sport Foundation**

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

Name of Location Country Inn and Suites - New Owners			
Street 3316 13th ave s	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 2/1/23		Ending Date(s) Authorized 6/30/23	
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) machines located in bar area, played in bar area expect restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 2/21/23
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

25.00

CC
7/13/23

Applying for (check one)

☒ Local Permit☐ Restricted Event Permit*

Games to be Conducted

☐ Raffle by a Political or Legislative District Party☐ Bingo☐ Raffle☐ Raffle Board☒ Calendar Raffle☐ Sports Pool☐ Poker*☐ Twenty-One*☐ Paddlewheels*Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.**LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.**

Name of Organization or Group of People permit is issued to <i>Knights of Columbus - 6570</i>		Dates of Activity <i>4-1-2023</i>		If raffle, provide drawing date <i>4-30-2023</i>	
Organization or Group Contact Person <i>Mike O'Leary</i>		Title or Position <i>Chair</i>		Telephone Number <i>701-235-2408</i>	
Business Address <i>1825 22th Street South</i>		City <i>Fargo</i>		State <i>ND</i>	ZIP Code <i>58103</i>
Mailing Address (if different) <i>Same</i>		City <i>Fargo</i>		State <i>ND</i>	ZIP Code <i>58103</i>
Site Name (where gaming will be conducted) <i>Nativity Church</i>					
Site Address <i>1825 22th Street South</i>		City <i>Fargo</i>		ZIP Code <i>58103</i>	County <i>Cass</i>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
<i>Raffle</i>	<i>1 at \$500</i>	<i>\$500</i>
<i>✓</i>	<i>4 at \$150</i>	<i>\$600</i>
<i>✓</i>	<i>5 at \$50</i>	<i>\$250</i>
<i>✓</i>	<i>10 at \$50</i>	<i>\$500</i>
Total (limit \$40,000 per year)		<i>1950</i>

Intended Uses of Gaming Proceeds

Church Physical Plant Improvements

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)

☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit of \$40,000 per year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)

☒ Yes ☐ No

Organization or Group Contact Person

Name <i>Mike O'Leary</i>	Title <i>Chair</i>	Telephone Number <i>701-235-2408</i>	E-mail Address <i>Olearymcc@ymca.com</i>
Signature of Organization or Group's Top Official <i>[Signature]</i>		Title <i>Chair</i>	Date <i>7/13/2023</i>



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

(66)

✓ 3041
25.00
2/14/23

Applying for (check one)	
<input checked="" type="checkbox"/> Local Permit	<input type="checkbox"/> Restricted Event Permit*
Games to be Conducted	
<input type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle
<input type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle
<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*
<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

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 Love Your Buns	Dates of Activity 03/11/2023	If raffle, provide drawing date 03/11/2023	
Organization or Group Contact Person Liz Bassett	Title or Position	Telephone Number 301-741-6637	
Business Address 415 Main Ave E #773	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different) 319 34th Ave. E	City West Fargo	State ND	ZIP Code 58078
Site Name (where gaming will be conducted) Living Waters Lutheran Church			
Site Address 4451 40th Ave. S	City Fargo	ZIP Code 58104	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Television	\$800.00
Raffle	Hamilton Getaway	\$725.00
Raffle	IPad & Apple Pencil	\$707.00
Raffle	Apple Watch	\$399.00
Raffle	Jasper Staycation	\$500.00
Total (limit \$40,000 per year)		\$3131.00

Intended Uses of Gaming Proceeds <i>Fund colon cancer education programs</i>	
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)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (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.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Organization or Group Contact Person

Name Liz Bassett	Title Volunteer	Telephone Number 301-741-6637	E-mail Address Lizlobertbassett@gmail.com
Signature of Organization or Group's Top Official <i>[Signature]</i>		Title Executive Director	Date 02/13/2023



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

25.00
cc
2/13/23

(b)(6)

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 North Central Turfgrass Association	Dates of Activity 2/28/23 - 03/01/23	If raffle, provide drawing date 03/01/23	
Organization or Group Contact Person Sam Bauer	Title or Position Executive Director	Telephone Number 612-205-4428	
Business Address P.O. Box 10823	City Fargo	State ND	ZIP Code 58106
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Holiday Inn			
Site Address 3803 13th Avenue South	City Fargo	ZIP Code 58106	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle (cash)		\$300
Raffle (cash)		\$100
Raffle (cash)		\$50
Total (limit \$40,000 per year)		

Intended Uses of Gaming Proceeds Charitable giving
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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Organization or Group Contact Person

Name Sam Bauer	Title Executive Director	Telephone Number 612-205-4428	E-mail Address info.nctga@gmail.com
Signature of Organization or Group's Top Official 		Title Executive Director	Date 2/13/23



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

✓ 2493

25.00

2/13/23

(Lad)

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

North Dakota Pottery Club Society

Dates of Activity

June 9-10-11

If raffle, provide drawing date

June 9+10

Organization or Group Contact Person

LINDA FIEDLER

Title or Position

Convention Chair

Telephone Number

406-861-4419

Business Address

City

State

ZIP Code

Mailing Address (if different)

4402 4th Str. S.

City

Minneapolis

State

Mn

ZIP Code

55406

Site Name (where gaming will be conducted)

Holiday Inn

Site Address

3803 13th Ave S.

City

Fargo ND.

ZIP Code

58103

County

Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Pottery Pieces	
		100.00

Total (limit \$40,000 per year)

\$100.00

Intended Uses of Gaming Proceeds

Pottery Classes

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)

☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit of \$40,000 per year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)

☐ Yes ☒ No

Organization or Group Contact Person

Name	LINDA FIEDLER	Title	Convention chair	Telephone Number	406-861-4419	E-mail Address	alfriedler@msn.com
Signature of Organization or Group's Top Official	Linda Fiedler	Title	convention chair	Date	2-9-2023		



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

✓ 3041

25.00

2/14/23

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 St. John Paul II Catholic Schools	Dates of Activity 3.1.2023-5/15/2023	If raffle, provide drawing date 5/15/2023	
Organization or Group Contact Person Liz Bassett	Title or Position Special Events Coordinator	Telephone Number 701-893-3242	
Business Address 5600 25th Street S	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Shanley High School			
Site Address 5600 25th Street S	City Fargo	ZIP Code ND	County 58104

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Elk Tag	\$30
Raffle	Grill (Blackstone) with supplies	\$599
Raffle	Meat Smoker (BGE)	\$599
Raffle	Prime Cuts Meats Gift Card X 2	\$500
Raffle	Solo Stove	\$500
See addendum for additional prizes included in this total.		Total (limit \$40,000 per year) \$4128

Intended Uses of Gaming Proceeds

Help fund athletic needs at Shanley High School

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: \$14,828 (This amount is part of the total prize limit of \$40,000 per year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)

☐ Yes ☒ No

Organization or Group Contact Person

Name Liz Bassett	Title Special Events Coordinator	Telephone Number 701-893-3242	E-mail Address liz.bassett@jp2schools.org
Signature of Organization or Group's Top Official 		Title Special Events Coordinator	Date 02/14/2023

**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

cc
25.00
2/15/23

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 Red River Valley Figure Skating Club - Fargo Ice Show	Dates of Activity March 12	If raffle, provide drawing date March 12	
Organization or Group Contact Person Laura Jacobson	Title or Position Ice Show Director	Telephone Number 7012616821	
Business Address 908 9th St. N.	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different) n/a	City	State	ZIP Code
Site Name (where gaming will be conducted) Cornerstone Arena			
Site Address 4404 23rd Ave SW	City Fargo	ZIP Code 58103	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	See Attachment	2322.50
Total (limit \$40,000 per year)		

Intended Uses of Gaming Proceeds Ice Show Expenses
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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: \$2,966.00 (This amount is part of the total prize limit of \$40,000 per year)
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Organization or Group Contact Person

Name Jeremy M Elbert	Title Raffle Chair	Telephone Number 7012614697	E-mail Address jeremy@oakvalley.farm
Signature of Organization or Group's Top Official 		Title Raffle Chair	Date 02.15.2023



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

608

CC
 25.00
 2/15/23

Applying for (check one)	
<input checked="" type="checkbox"/> Local Permit	<input type="checkbox"/> Restricted Event Permit*
Games to be Conducted	
<input type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle
<input checked="" type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle
<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*
<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

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 Safari Club International North Dakota Chapter	Dates of Activity 3/11/2023	If raffle, provide drawing date 3/11/2023	
Organization or Group Contact Person Roger Van Raden	Title or Position President	Telephone Number 701-361-8575	
Business Address 72 35th Ave N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Elks Lodge			
Site Address 3435 Broadway	City Fargo	ZIP Code ND	County 58102

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle Board	Custom CZ shotgun 20 ga	1100 ⁰⁰
Raffle Board	Weatherby Bolt Rifle 6-5 CM	950 ⁰⁰
Raffle	Ruger Camo Bolt Rifle 243 Win	600
Raffle	Ruger American Bolt 17 HMR	450 ⁰⁰
	Remington Bolt Action Rifle	500.00
* See attached for 2 more		Total (limit \$40,000 per year) \$3870.00

Intended Uses of Gaming Proceeds Fargo Troop and Veterans Pleasant Hunt	
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)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)	
<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: <u>None</u> (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.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Organization or Group Contact Person

Name Roger Van Raden	Title President	Telephone Number 701-361-8575	E-mail Address honestrogvr@gmail.com
Signature of Organization or Group's Top Official <i>Roger Van Raden</i>		Title President	Date



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

✓1513
25.00
2/15/23

(b)(h)

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 USA Wrestling of North Dakota	Dates of Activity 7-20-23	If raffle, provide drawing date 7-20-23	
Organization or Group Contact Person Dean Shearer	Title or Position Secretary	Telephone Number 701-371-2738	
Business Address 2515 76th Ave North	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Fargo Dome			
Site Address 1800 University Drive N	City Fargo	ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	(1) \$1000 Scheels Gift Card	1,000
Raffle	(3) \$500 Scheels Gift Card	1,500
Raffle	(10) \$200 Scheels Gift Card	2,000
Raffle	(20) \$100 Scheels Gift Card	2,000
Total (limit \$40,000 per year)		6,500

Intended Uses of Gaming Proceeds

Helping our ND athletes with costs to attend National Dual team events (approximately 160 wrestlers benefit from these efforts)

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)

☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit of \$40,000 per year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)

☐ Yes ☒ No

Organization or Group Contact Person

Name Dean Shearer	Title Secretary	Telephone Number 701-371-2738	E-mail Address shearerringneckhunter@hotmail.com
Signature of Organization or Group's Top Official <i>Dean R. Shearer</i>		Title <i>Secretary</i>	Date 2-15-23

February 15, 2023

(7)

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

RE: Ordinance amendment – Mandatory meeting

Dear Mayor Mahoney and Commissioners,

I seek your permission to work with the City Attorney to draft amendments to City of Fargo Article 25-15: Alcoholic Beverages, the annual mandatory meeting.

The Liquor Control Board unanimously approved a recommendation to the City Commission to amend Section 25-1504.3 of the Fargo Municipal Code eliminating the provision to require attendance at an annual mandatory meeting. More onus is being placed on businesses to monitor their employees for server training and other compliance issues, it is the feeling of staff and the Liquor Control Board that the mandatory annual meeting is no longer productive and this requirement should be eliminated.

Suggested Motion: I move to direct the City Attorney to prepare amendments to Fargo Municipal Code, Article 25-15: Alcoholic Beverages, relating to the mandatory meeting.

Sincerely,



Steven Sprague,
City Auditor

18

February 15, 2023

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

RE: Ordinance amendment – Owner/Manager change notification requirements

Dear Mayor Mahoney and Commissioners,

I seek your permission to work with the City Attorney to draft amendments to City of Fargo Article 25-15: Alcoholic Beverages, relating to owner/manager changes reporting requirements.

The Liquor Control Board unanimously approved a recommendation to the City Commission to amend the manner in which owner/managers of licensed liquor establishments report changes in ownership or changes in management to the City Auditors office. Notifying the Auditors office needs to be done as changes occur rather than at renewal time. Businesses will be required to notify the Auditor office and have background checks completed in a timely basis this will put more responsibility on the business to ensure compliance.

Suggested Motion: I move to direct the City Attorney to prepare amendments to Fargo Municipal Code, Article 25-15: Alcoholic Beverages, relating to owner/manager changes and reporting requirements.

Sincerely,



Steven Sprague,
City Auditor

9

February 15, 2023

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

RE: Ordinance amendment – signs of impairment

Dear Mayor Mahoney and Commissioners,

I seek your permission to work with the City Attorney to draft amendments to City of Fargo Article 25-15: Alcoholic Beverages, relating signs of impairment.

The Liquor Control Board unanimously approved a recommendation to the City Commission to amend Section 25-1509.2 of the Fargo Municipal Code to add additional signs of impairment.

Suggested Motion: I move to direct the City Attorney to prepare amendments to Fargo Municipal Code, Article 25-15: Alcoholic Beverages, relating to signs of impairment.

Sincerely,



Steven Sprague,
City Auditor

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. MS-22-L0 (RFQ 22169)

Type: Pavement Management Analysis
Consultant Selection

Location: Citywide

Date of Hearing: 2/13/2023

Routing

City Commission

Date

2/21/2023

PWPEC File

X

Project File

Kevin Gorder

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding the RFQ and Consultant Selection for Pavement Management Analysis Project MS-22-L0.

Engineering developed and issued an RFQ in October and reviewed four proposals. In December, Engineering selected Infrastructure Management Services (IMS) to complete the analysis. The initial scope of work is estimated at \$49,096 with another 26 pre-priced options that can be selected as we move forward with our analysis. The scope of work is set up in 5 phases and each phase can be modified based on the findings of the previous phase. Depending on the impact of a modification, the price for each phase might need to be adjusted up or down.

Staff is seeking approval of the RFQ, Selection Committee Record of Action, and the Scope of Work proposed by IMS.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of RFQ, Selection Committee Record of Action, and the Scope of Work proposed by IMS.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the selection of Infrastructure Management Services in the amount of \$49,096 for Pavement Management Analysis Project MS-22-L0.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

Tim Mahoney, Mayor
Nicole Crutchfield, Director of Planning
Steve Dirksen, Fire Chief
Michael Redlinger, City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
Brenda Derrig, City Engineer
Terri Gayhart, Finance Director

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

ATTEST:



Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: February 2, 2023
Re: Pavement Management Analysis – Project No. MS-22-L0
Consultant Selection

Background:

The Engineering Department completed data collection for all of the roadways in the City in August of 2021. Results of this collection were analyzed using ASTM D6433. This analysis indicated that the pavement condition in the City of Fargo decreased by approximately 4 points since 2017 using a Pavement Composite Index. Engineering presented this topic at an informational Commission Meeting on May 9, 2022. During the presentation, there was a discussion between the Commission and Engineering to issue an RFP to better analyze our pavement network and determine the funding needed to maintain this infrastructure.

Engineering developed and issued an RFQ in early October and reviewed four proposals. In December, Engineering selected Infrastructure Management Services (IMS) to complete this analysis. IMS has submitted a scope of work to get started and Engineering would like approval to proceed with this analysis. This scope of work is the start of analyzing our street network and the associated infrastructure and Engineering fully expects to add items to this scope of work by addendum as we start getting results from the analysis. It will be difficult to speculate what might be needed until we start getting into the details. Any additional scope would be brought back for approval prior to starting the work.

The initial scope of work is estimated at \$49,096 with another 26 pre-priced options that can be selected as we move forward with our analysis. At this time, I am not adding any of the options until we start looking into our analysis to see what might be warranted based on our findings in each phase. The scope of work is set up in 5 phases and each phase can be modified based on the findings of the previous phase. Depending on the impact of a modification, the price for each phase might need to be adjusted up or down.

Attached you will find the RFQ, the Selection Committee Record of Action, and the scope of work proposed by IMS.

Recommended Motion:

Approve the RFQ, Selection Committee Record of Action, and the Scope of Work proposed by IMS.

KOG/klb
Attachments

CONSULTANT SELECTION COMMITTEE

Project No. MS-22-L0 Date of Hearing: 11/22/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>2/21/2023</u>
Project File	<u>X</u>
Selection Committee	<u>X</u>

Proposals Received for:

Project: MS-22-L0 Pavement Management Analysis

Proposals were received from the following Consultants:

Infrastructure Management Services (IMS)
Stantec
WSB
Applied Research Associates (ARA)

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

<u>Criteria</u>	<u>Points</u>
1. Specialized experience or technical expertise	30
2. Capacity of the organization to perform the work	30
3. Relevant Experience, Understanding, and Timeline	30
4. Work Samples and References	10

Following review of the proposals, the Selection Committee ranked the firms for selection of the preferred Consultants.

The Committee then tabulated Committee member proposal rankings. Based on the tabulated ranking, the Committee selected the following as the preferred Consultants for each project:

Infrastructure Management Services (IMS)


RECOMMENDED MOTION:

Concur with the Consultant Selection Committee's recommendation for the selection of IMS to complete a pavement management analysis.

COMMITTEE

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

Brenda Derrig, City Engineer
Tom Knakmuhs, Assistant City Engineer
Kevin Gorder, Division Engineer
Jeremy Engquist, Project Manager (Concrete Pavements)
Jason Hoogland, Project Manager (Asphalt Pavements)


Brenda Derrig, PE
City Engineer

ATTEST:

C:	Dan White	IMS
	Wade Frank, PE	Stantec
	Matt Indihar, PE	WSB
	Joseph Stefanski, PE	Applied Research Associates (ARA)



Request for Qualifications MS-22-L0

FOR

Pavement Management Analysis

RFQ Submittals Due:

October 26, 2022

11:30 AM

Office of the City Auditor

c/o City Hall

225 4th Street N

Fargo, ND 58102

(701) 241-1545

Approved:

A handwritten signature in black ink, appearing to read "Kevin Hub".

Division Engineer – Engineering Services

9/30/22

Date

CITY OF FARGO
REQUEST FOR QUALIFICATIONS # MS-22-L0
PAVEMENT MANAGEMENT ANALYSIS

The City of Fargo Engineering Department collected pavement distress information in 2021 as per ASTM D6433. The raw data was processed and the results indicated an approximate 4 point decrease in PCI when compared to the previous analysis completed in 2017. The City of Fargo is requesting qualification statements from qualified professional engineering firms to assist the City of Fargo to further develop a pavement management program to manage the City's pavement investment.

A complete RFQ package is available to download by clicking the "Quest Construction Data Network" link on the City's Bid Postings website: <http://fargond.gov/work/bids-rfqs-rfps>

Sealed RFQ Submittals will be received at:

Office of the City Auditor
c/o City Hall
225 4th Street N
Fargo, ND 58102

All RFQ submittals must be submitted by **11:30 AM, October 26, 2022**, at which time the submittals will be opened and reviewed. Late submittals cannot be accepted and will be returned unopened to the Offeror.

All RFQ submittals must be placed in an envelope securely sealed therein and labeled:
"City of Fargo RFQ # MS-22-L0 – Pavement Management Analysis".

The City reserves the right to reject any or all submittals or accept what is, in its judgment, the submittal(s) which is/are in the City's best interest. The City further reserves the right, in the best interests of the City, to waive any technical defects or irregularities in any/all submittals.

Discussions may be conducted with responsible Offerors whose submittals have an opportunity to be reasonably susceptible of being selected for award for purpose of classification to assure full understanding of, and responsiveness to, the solicitation requirements.

The criteria set forth in the Instructions to Offerors of Professional Services and any specific criteria listed herein may be considered in judging which submittal is in the best interest of the City. Consultants will be selected by an evaluation committee and will be based on the qualifications of the Offerors. A 20 minute presentation and a 10 minute interview in a question and answer format is expected either in person or virtually but may be waived at the discretion of the selection committee.

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Appendix A – City Roadway Network Information

Appendix B – Instructions to Offerors of Professional Services

I. Overview

The City of Fargo Engineering Department seeks the services of qualified professional engineering firms to assist the Engineering Department with a more detailed analysis of the City's pavement network to develop a program to manage the pavement network in a cost effective manner based on public expectations.

II. General Scope of Work

The City of Fargo completed data collection on the entire street network in the summer of 2021. The raw data was processed and converted to a PCI score based on ASTM D6433. Comparing the 2021 survey to the 2017 survey, the average score for the street network dropped approximately four points. The City of Fargo is looking for support from Consultants with specialized expertise in developing a pavement management program to assist in project selection, asset investment, types of projects, and project timing in the best interest of the City of Fargo and our residents.

Proposed Scope of Work

1. Define public expectations of an acceptable pavement network as defined by the City of Fargo users
2. Determine how the City of Fargo compares to similar sized communities in the region.
3. Evaluate current pavement preservation strategies and their ability to meet the public's expectations
4. Make recommendations for additional pavement preservation strategies not currently in use by the City of Fargo.
5. Develop a Pavement Management Policy consisting of three or more levels of analysis
 - A. Strategic Planning – Decisions that influence long term strategic efforts in the City of Fargo. Possible items are setting performance targets, funding allocations, and preservation strategies
 - B. Network Planning – Using current and future network conditions to make tactical decisions relating to short term and long term budgets, consequences of various investment strategies, and the work option for the network over a typical 5 or 10 year timeframe.
 - C. Project Planning – Short term timeframe and includes the selection of maintenance activities, materials, and pavement typical sections. Currently, asphalt roadways are typically sealed by year 2 and then every 8 years after the initial seal. A mill and overlay is placed every 15 to 20 years on most asphalt roadways. Concrete arterial roadways do have Concrete Pavement Repair projects around year 20. Life cycle costs analysis should be completed for both alternatives and used to recommend pavement types based on classification, traffic counts, initial cost, and other applicable criteria.

Consultant Qualifications

1. Demonstrate a thorough understanding of the City of Fargo's foundation soils, environmental impacts, and how they impact pavement performance. The selected consultant should also demonstrate an understanding of local aggregate properties, contractor workforce, and how the capacity of local contractors will be used to complete various work types included in the current and proposed Policy.
2. Evaluate the City of Fargo's Current Construction Methods and Typical Sections to Generate Alternate Pavement Sections. Each Alternate Pavement Section Should Include a Cost Saving Analysis Along with a Risk Analysis. Items that could be evaluated could include but is not limited to pavement thickness selections, base section thickness selection, geogrid and geotextiles options, base stabilization options, etc.
3. Understand Life Cycle Cost Analysis and the Consequences of Various Funding Levels on Pavement Conditions.
4. Experience in developing a Pavement Management Policy

The exact scope of work will be determined after selection in consultation with the selected consultant. If an acceptable agreement cannot be reached, the City will select another prequalified firm. Payment schedules will be negotiated at that time. The City reserves the right to award in any fashion it, in its sole determination, decides is in its best interest. Interviews are anticipated either in person or virtually, but may be waived at the discretion of the City.

III. Evaluation

The following criteria will be evaluated and weighted as follows:

- A. **30 points** - Specialized experience or technical expertise of the organization and its personnel in connection with the categories specified.
- B. **30 points** - Capacity of the organization to perform the work within time limitations, taking into consideration the current planned workload of the firm.
- C. **30 Points** – Relevant Experience, Project Understanding, Proposed Management Plan, and Timeline
- D. **10 Points** – Work Samples and References

The City reserves the right in any or all submittals, to reject, to waive any technical defects or irregularities, or to accept what is, in its judgment, the submittal(s) which is in the City's best interest.

Discussions may be conducted with responsible Offerors whose submittals are determined to be reasonably susceptible of being selected for award for purpose of classification to assure full understanding of, and responsiveness to the solicitation requirements.

The City of Fargo is an Equal Opportunity Employer.

Selection Committee

The statements of qualifications will be reviewed by the Selection Committee. The Selection Committee will include the following representatives:

Brenda Derrig, City Engineer
Tom Knakmuhs, Assistant City Engineer
Kevin Gorder, Engineering Services Division Engineer
Jeremy Engquist – Project Manager (Concrete Pavements)
Jason Hoogland – Project Manager (Asphalt Pavements)

IV. Submission Requirements

Offerors are to submit six copies and one electronic (PDF format) copy of the statement of qualifications. Proposals shall provide all information listed below. Late submittals cannot be accepted and will be returned unopened to the Offeror. The City is not requiring a Bid or Proposal Security as indicated in the Instructions to Offerors of Professional Services.

All submittals shall be limited to 15 pages to address items 1 through 7 below. Failure to do so may result in disqualification.

1. Company name, point of contact, mailing address, telephone number, and email address.
2. List of professional services for which the company would like to be considered corresponding to the categories listed in the General Scope of Work.
3. A description and history of the company, including year established, type of ownership and parent company, if any. Along with company's experience and qualifications.
4. Resumes of key personnel to be assigned to the City of Fargo projects with special emphasis on recent experience relative to the type of professional services for which the company would like to be considered.
5. Description of the company's local office workload capabilities and other resources that you have accessible.
6. Approach to project and budget management as well as client and public relations.
7. Fixed hourly rates.
8. List five (5) projects completed in the last three (3) years that demonstrates the company's experience with the specific work for which they would like to be considered, particularly experience with government agencies. Provide name of owner, description of project, what role the firm had with the project, name of client, address, phone number, email address and total cost of the project.

V. Questions and Answers

All questions related to this Request for Qualifications must be submitted in writing and emailed to Kevin Gorder (kgorder@fargond.gov) and Tom Knakmuhs (tknakmuhs@fargond.gov). The question period shall expire at close-of-business on the date specified in the Project Timetable below.

The answers to Offeror's questions will be compiled and posted on the same website used for downloading the RFQ, either as an addendum, or as Project Q&A. Offerors shall bear the responsibility for checking the website for Project Q&A. Failure to do so may result in the Offeror not receiving all clarifications necessary to present a responsive offer of services.

Answers to questions will not be given after the date specified below.

VI. Project Timetable

The City reserves the right to modify the timeline if necessary.

RFQ Available for Viewing	October 3, 2022
Questions Due	October 13, 2022 by 4:30 PM
Answers Due	October 20, 2022 by 4:30 PM
Submittals Due	October 26, 2022 by 11:30 AM
Selection Committee	
Review Proposals	Week of October 31, 2022
Select Finalists	Week of November 7, 2022
Interviews	Week of November 14, 2022
Final Selection/Cost Negotiation	Week of November 21, 2022
City Commission Approval of selection	December 12, 2022
Notice to Proceed	December 13, 2022

Discussions may be conducted with responsible Offerors whose submittals are determined to be reasonably susceptible of being selected for award for purpose of classification to assure full understanding of, and responsiveness to the solicitation requirements.

VII. Summary

The City of Fargo Engineering Department is requesting qualification statements from a qualified professional engineering firm to assist the City of Fargo with pavement management including, but not limited to:

The City reserves the right to reject any or all submittals, waive any technical defects or irregularities, or accept what is, in its judgment, the submittal(s) which is in the City's best interest.

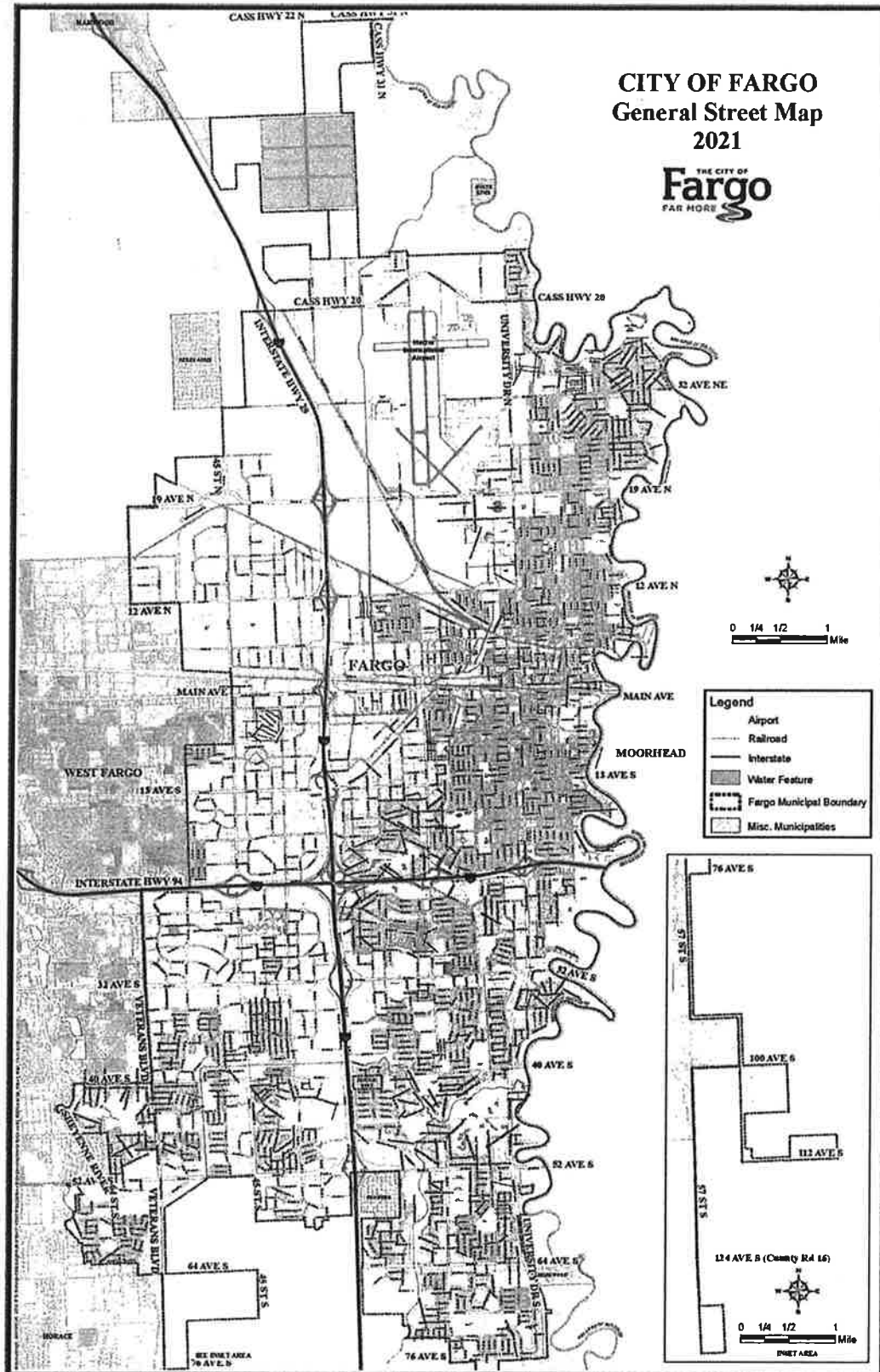
All submittals shall be in accordance with the conditions set forth herein. Late or faxed submittals will not be accepted.

APPENDIX A

City Roadway Network Information

Centerline Miles

Class	PCC	AC	Composite	Gravel	Total
Arterial ¹	95.9	21.3	8.2	0.0	125.4
Collector ¹	23.9	40.7	1.9	0.0	66.5
Local ²	49.0	235.8	9.9	.7	295.4
Alley ²	6.8	10.2	0.2	12.0	29.2
Total	175.6	308.0	20.2	12.7	516.5



APPENDIX B

Instructions to Offerors of Professional Services

**INSTRUCTIONS TO OFFERORS
OF PROFESSIONAL SERVICES**

1. The project team invites Professionals to submit sealed Proposals, as more fully described in the Request for Proposals. The following instructions are to assist Offerors in the preparation of their Proposals. The Contract will be executed by the City of Fargo.
2. Before submitting a Proposal, all Offerors shall examine the Contract Documents. The Contract Documents consist of the following documents:
 - A. Request for Proposals (Public Notice and Letters to Potential Offerors).
 - B. Instructions to Offerors.
 - C. Amendments, if any.
 - D. Proposal submitted by Offeror.
 - E. Proposal Bond Forms, if any.
 - F. Qualification Form, if any.
 - G. Notice of Award.
 - H. Agreement.
 - I. Scope of Work, if not set forth in the Request for Proposals.
 - J. Notice to Proceed.
3. Information contained in the Contract Documents, as completed during the contract award process, shall be the basis for the Proposals, and nothing shall be deemed to change or supplement this basis except for Amendments issued by the City of Fargo.
4. The City of Fargo reserves the right to reject any or all Proposals or accept what is, in its judgment, the best Proposal. The City further reserves the right to waive any technical defects or irregularities in any and all Proposals submitted, and to negotiate contract terms with the Successful Offeror. The City reserves the right to disregard all nonconforming, non-responsive or conditional Proposals. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The City Engineer or designees may waive minor informalities that do not affect responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other offers, do not change the scope or meaning of the Request for Proposals, and insignificant, negligible, or immaterial in nature, or do not reflect a material change in the work. The City reserves the right to reject a Proposal of an Offeror determined to be not responsible, and further reserves the right to refuse to make an award if it determines it to be in its best interests.

5. The cost of Proposal preparation shall be borne solely by the persons or entities submitting Proposals.
6. An individual authorized to bind the Offeror to the provisions of the Request for Proposals must sign all Proposals.
7. Offerors must disclose any instances where the firm or any individuals working on the Proposal has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the City of Fargo). The City reserves the right to cancel the award if any interest disclosed from any source could give the appearance of a conflict or cause speculation as to the objectivity of the Offeror's Proposal.
8. By signature on the Proposal, Offeror certifies it is in compliance with the laws of the State of North Dakota, all applicable local, state and federal laws, applicable portions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act and regulations, the American with Disabilities Act and regulations, and that the Proposal was independently arrived at, without collusion.
9. The following procedures or steps shall be followed after the issuance or publication of Request for Proposals:
 - A. Refer to the Request for Proposals to determine if a pre-Proposal conference will be scheduled, and if so, where and when. If a pre-Proposal conference is scheduled, attendance at the pre-Proposal conference is mandatory unless prior authorization is given by the City. The costs of attendance at a pre-Proposal conference shall be borne entirely by the Offeror.
 - B. Refer to the Request for Proposals to determine how complete Proposal Packages may be obtained.
 - C. Before submitting a Proposal, each Offeror must (a) examine the Contract Documents thoroughly, (b) visit the site, if any, to familiarize her/himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize her/himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs, progress or performance of the Work; (d) familiarize her/himself with the unique weather conditions of the City of Fargo and surrounding area that may affect costs, progress or performance of Work; and (e) study and carefully correlate Offeror's observations with the Contract Documents.
 - D. Refer to the Request for Proposals for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the City of Fargo or a consultant in preparing any Drawings or Specifications. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting her/his Proposal each Offeror will, at her/his own expense, make such additional investigations and tests as the Offeror may deem necessary to determine her/his Proposal for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
 - E. Refer to the Request for Proposals to determine the place, date, and time for delivering sealed Proposals for this project.
 - F. Proposals shall be received at the time and place indicated in the Request for Proposals and shall be in a sealed envelope, clearly marked with the Project title and name and address of the Offeror and accompanied by the Proposal Security referenced below, if required, and other required documents. Offerors must submit five copies of its Proposal. Proposals will not be publicly read at the opening. If the Proposal is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face thereof. Offerors assume the risk of the method of dispatch selected. Postmarking by the due date will not substitute for actual Proposal receipt. Proposals received after the deadline will be rejected. Proposals submitted orally, by facsimile machine (FAX), or other telecommunication or electronic means will not be accepted or considered.

- G. Refer to the Request for Proposals to determine if Proposal Security shall be required for this project. If a Proposal Security is required then each proposal must be accompanied by Proposal Security made payable to the City of Fargo, in an amount of five percent (5%) of the maximum Proposal price and in the form of a certified or bank check or a Proposal Bond issued by a Surety.
- The Proposal Security of the Successful Offeror will be retained until such Offeror has executed the Agreement and furnished the required Payment and Performance Bonds, if any are required by the Request for Proposals, whereupon it will be returned; if the Successful Offeror fails to execute and deliver the Agreement and furnish the required Performance and Payment Bonds, if any are required, within fifteen (15) days of the Notice of Award, the City of Fargo may annul the Notice of Award and the Proposal Security of that Offeror shall be forfeited. The Proposal Security of any Offeror whom the City of Fargo believes to have a chance of receiving the award may be retained by the City of Fargo until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) or the sixty first (61) day after the Proposal opening. Proposal Security of other Offerors will be returned within seven (7) days of the Proposal opening.
- H. Refer to the Request for Proposals for any Proposal Forms that may be required to be completed as part of the Proposal. Proposal Forms, if any are required, must be completed in ink or by a printer/typewriter. The Proposal price must be stated in words and numerals; in case of a conflict, words will take precedence. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Proposals by partnerships must be executed in the partnership named and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- I. Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of Proposals. If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed written notice with the City of Fargo and promptly thereafter demonstrates to the reasonable satisfaction of the City of Fargo that there was a material and substantial mistake in the preparation of her/his Proposal, the Offeror may withdraw her/his Proposal. The City may retain the Proposal Security, if one was required. Thereafter that Offeror shall be disqualified from submitting a Proposal.
- J. At the place, date and time fixed for opening Proposals, all Proposals received prior to that time shall be opened and reviewed. Proposals must remain open and valid for at least 90 days from the deadline specified for submission of Proposals. In the event award is not made within 90 days, the City will send a written request to Offerors deemed susceptible for award asking Offerors to hold their price firm for a longer specific period of time. The City may, in its sole discretion, release any Proposal and return the Proposal Security prior to that date.
- K. The City shall then evaluate each Proposal in the best interests of the City of Fargo. The Proposals shall be evaluated to determine which are the most advantageous to the City of Fargo taking into consideration price and any factors set forth in the Request for Proposals.
- L. Prior to accepting a Proposal, the City may decide to interview one or more Offerors to negotiate final contract terms for inclusion in the Agreement.
- M. To demonstrate qualifications to perform the Work, each Offeror must be prepared to submit within five (5) days of a request, financial data, previous experience or evidence of authority to conduct business in the state of North Dakota.

-
- N. Upon determining the Successful Offeror, the City of Fargo shall send to the Successful Offeror a Notice of Award notifying the recipient of the City's acceptance of the Offeror's Proposal, subject to the City Administrator or City Commission approval of the Contract Documents. The Notice of Award to the presumptive Successful Offeror shall include three (3) unexecuted copies of the Agreement with instructions to execute and return the same to the City within ten (10) days or risk having their Proposal declared abandoned. If the proposed Agreement shall be for an amount in excess of \$15,000.00, the City Commission at its next regularly scheduled meeting following receipt by the City of the duly executed copies of the Agreement shall be asked to consider approval of the Agreement and authorize the Mayor of the City of Fargo to execute the same. If the proposed Agreement shall be in an amount equal to or less than \$15,000.00 the appropriate Department Head shall be asked to consider approval of the Agreement by executing the same.
- O. Upon receipt of all documents required by the Notice of Award and upon approval of the Agreement by the City Commission or appropriate Department Head, the Successful Offeror shall be sent a Notice to Proceed along with a copy of the Agreement duly executed by the City of Fargo.
10. All Proposals and other material submitted become the property of the City and may be returned only at the City's option. All Proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with North Dakota Open Records Laws.
- Offerors may make a written request that trade secrets and other proprietary data contained in the Proposal be held confidential. Material considered confidential by the Offeror must be clearly identified, and the Offeror must include a brief statement that sets of the reason for the confidentiality. After award, Proposals will be subject to the North Dakota Open Records Laws.
11. There are specific indemnity and insurance requirements which the Successful Offeror must comply with prior to the start of Work for the Project. These requirements are set forth in detail in the Agreement. Objections to any of the provisions of the Indemnification and Insurance Requirements must be made in writing by the time and date set for receipt of questions. The Successful Offeror must obtain the required insurance coverage and provide proof of coverage as a condition of the Agreement. Failure to provide evidence of required insurance coverage is a material breach and grounds for withdrawal.
12. The submission of a Proposal constitutes an incontrovertible representation by the Offeror that s/he has complied with every requirement of these instructions and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
13. Refer to the Request for Proposals for the identity of the City of Fargo's project managers who will coordinate all aspects of the selection process. All questions about the meaning or intent of the Contract Documents shall be submitted to the project managers in writing. Replies will be compiled and posted on the same website used for downloading the Request For Proposal, either as an addendum delivered to all parties recorded by the project managers as having received a Proposal Package, or as *Project Q&A*. Offerors shall bear the responsibility for checking the website for *Project Q&A*, which will only be visible if there are any questions answered. Failure to do so may result in the Offeror not receiving all clarifications necessary to present a responsive Proposal. Only questions answered by formal written Addenda or in *Project Q&A* will be binding. Oral and other interpretations or clarifications will be without legal effect.
14. In order to determine if a Proposal is reasonably susceptible for award, communication by the project manager are permitted with an Offeror to clarify uncertainties or eliminate confusion concerning the contents of the Proposal and determine responsiveness to the Request for Proposals. Clarifications may not result in a material or substantive change to the Proposal. After receipt of Proposals, if there is a need for any substantial clarification or material change in the Request for Proposals, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended Proposals.

RFQ # MS-22-L0 – Pavement Management Analysis

15. After completion of award negotiations, the City Engineer or designee will issue a written Notice of Intent to Award and send copies to all Offerors. The Notice of Intent to Award will set out the names and addresses of all other Offerors and identify the Proposal selected for award. The scores and placement of other Offerors will not be part of the Notice of Intent to Award.
16. Successful Offerors may not assign, in whole or in part, the Contract without the written consent of the City of Fargo.

(11)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Encroachment Agreement

Location: 52nd Avenue South from South
University Drive to Red River

Date of Hearing: 1/30/2023

RoutingCity Commission
PWPEC File
Project FileDate

2/21/2023

X

Shawn Bullinger

The Committee reviewed a communication from Shawn Bullinger regarding a private water line that is within the 52nd Avenue South right of way on the south side.

It recently came to our attention that a private water line is within the south side of the 52nd Avenue South right of way. This right of way was acquired to support a roadway project. A portion of the acquired right of way went through eminent domain proceedings but was never deeded to the City. This area also has the private water main that is now in the right of way. The Owner is selling the property and cleaning up the title. Staff has been working with the Owner to document this encroachment.

Attached is the draft agreement that allows the encroachment to be transferred along with the Owner agreeing to locate the water main. City staff are working with the Owner on possible relocation out of the right of way upon replacement in the future. Regardless, it is imperative to solidify the agreement and staff is recommending approval.

On a motion by Ben Dow, seconded by Steve Sprague, the Committee voted to recommend approval of the Encroachment Agreement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Encroachment Agreement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Yes No

N/AN/AN/A

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

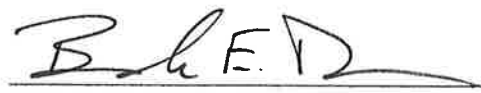
COMMITTEE

Tim Mahoney, Mayor
Nicole Crutchfield, Director of Planning
Steve Dirksen, Fire Chief
Michael Redlinger, City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
Brenda Derrig, City Engineer
Terri Gayhart, Finance Director

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Shawn G. Bullinger, Land Acquisition Specialist
Date: January 27, 2023
Re: Private Water Main in City Right of Way

It recently came to our attention that a private water line is under a portion of City right of way. There is also another portion of City right of way that went through eminent domain proceedings but was never deeded to the City. This area also has a private water line under it. As we are attempting to clean this up, we have some question for the committee to consider and offer some guidance on. Attached is an encroachment agreement that was proposed along with their recommended changes.

Recommended Motion:

Staff is seeking guidance on moving forward with an agreement/easement in City right of way.

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter referred to as “City”, and **CHI LIVING COMMUNITIES**, an Ohio nonprofit corporation, hereinafter referred to as “CHI”,

WITNESSETH:

WHEREAS, the City owns public right-of-way (more particularly described below) along the eastbound lanes of 52nd Avenue South to the east of University Drive in Fargo, ND;

WHEREAS, there currently exists a private water line underlying a portion of the City’s public right-of-way, which services adjacent property owned by CHI as described on Exhibit B attached hereto (the “CHI Property”), the existence of which preceded the City’s interest in such right-of-way;

WHEREAS, CHI and City desire to memorialize their agreement with respect to such private water line remaining as currently located; and,

WHEREAS, CHI has agreed to execute this Encroachment Agreement required by City to memorialize the existence of, and rights and obligations pertaining to, such water line under the public right-of-way.

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

1. The City owns public right-of-way legally described as follows:

Parcel No. 3-4

That part of Lot One (1), Block Two (2) and the West Half (W½) of vacated 12th Street South, Riverview Place Subdivision lying in Government Lots One (1) and Two (2) Northeast Quarter (NE¼) of Section One (1), Township One Hundred Thirty-eight North (138N), Range Forty-nine West (49W) of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Commencing at the Northwest corner of said Government Lot Two (2); thence N 88°02'33" E (North Dakota State Plane South), along the North line of said Government Lot Two (2), for a distance of One Thousand Twenty-one and Fifty-nine Hundredths Feet (1021.59'); thence S 07°49'20" E for a distance of Sixty-six and Seventy-seven Hundredths Feet (66.77') to the Northwest corner of said Lot One (1) and the southerly right of way line of 52nd Avenue South; thence N 88°02'42" E, along the North line of said Lot One (1) and said southerly right of way line of 42nd Avenue South, for a distance of fifty-three and twenty-five Hundredths Feet (53.25) to the point of beginning; thence continue N 88°02'42" E, along said North line of Lot One (1) and said southerly right of way line of 52nd Avenue South, for a distance of One Hundred Twelve and Ninety-five Hundredths Feet (112.95'); thence easterly for a distance of Seventy-five and Eighteen Hundredths Feet (75.18'), on said northerly line of Lot One (1) and said southerly right of way line of 52nd Avenue South, along a tangential curve concave to the south with a radius of Two Thousand Seven Hundred Ninety-nine and Ninety-eight Hundredths Feet (2799.98') and an internal angle of 01°32'18" and a chord bearing of N 88°48'51" E to the center line of the vacated 12th Street South; thence S 07°49'20" E, along said center line, for a distance of Twenty-one and Fifty-one Hundredths Feet (21.51'); thence N 85°14'21" W for a distance of One Hundred Ninety-one and Sixty-three Hundredths Feet (191.63') to the point of beginning. Said parcel contains 2,081 square feet, more or less.

AND

Parcel No. 2-2

That part of Lot One (1), Block One (1), and the East Half (E½) of vacated 12th Street South, Riverview Place Subdivision lying in Government Lots One (1) and Two (2) Northeast quarter (NE¼) of Section One (1), Township One Hundred Thirty-eight North (138N), Range Forty-nine West (49W) of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Commencing at the Northeast corner of said Government Lot One (1); thence S 88° 02'32" W (North Dakota State Plane South), along the North line of said Government Lot One (1), for a distance of Six Hundred Six and Eighty-seven Hundredths Feet (606.87'); thence S 07°49'20" E for a distance of One Hundred Sixty-three and Ninety-seven Hundredths Feet (163.97') to the Northeast corner of said Lot One (1), Block One (1) and a point on the Southerly right of way line of 52nd Avenue South; with said point being the point of beginning; thence continue S 07°49'20" E, along the East line of said Lot One (1), Block One (1), for a distance of Seventeen and Fifty-two Hundredths Feet (17.52'); thence N 85°14'21" W for a distance of Seven Hundred Eighty-three and Eighty-four Hundredths Feet (783.84') to the center line of vacated 12th Street South; thence N 07°49'20" W, along said center line, for a distance of Twenty-one and Fifty-one Hundredths Feet (21.51') to said southerly right of way line; thence easterly a distance of Four Hundred Fourteen and Thirty-

three Hundredths Feet (414.33'), along the northerly line of said Lot One (1), Block One (1) and along said southerly right of way line, on a non-tangential curve concave to the south having a radius of Two Thousand Seven Hundred Ninety-nine and Ninety-eight Hundredths Feet (2799.98') and a central angle of 08°28'42" and a chord bearing of S 86°10'39" E; S 81°56'18" E, tangent to said curve and along said northerly line of Lot One (1) and along said southerly right of way line, for a distance of One Hundred Ninety-two and Seventeen Hundredths Feet (192.17'); thence easterly a distance of One Hundred Seventy-nine and Six Hundredths Feet (179.06'), along said northerly line of Lot One (1) and along said southerly right of way line, on a tangential curve concave to the north having a radius of One Thousand Four Hundred Ninety-seven and Sixty-nine Hundredths Feet (1497.69') and a central angle of 06°51'00" and a chord bearing of S 85°21'48" E to the point of beginning. Said parcel contains 19,167 square feet, more or less.

2. City hereby grants to CHI the right to encroach upon a portion of the City's public right-of-way described and depicted on Exhibit A, subject to all the terms and conditions hereof, for the purpose of operating, maintaining, and repairing an existing private water line underlying the City's public right-of-way. The area of encroachment is referred to hereafter as the "Encroachment Area" and benefits the CHI Property.

3. This Agreement is personal to the parties and cannot be sold, transferred, or otherwise assigned, except as provided for herein. Notwithstanding the foregoing sentence, this Agreement is transferable to subsequent owners, successors, and assigns of the Development Property, provided (1) City has not fully terminated the Agreement as provided herein; and (2) CHI, its successors or assigns, provides a notice of transfer to City not less than 15 days prior to such transfer; and (3) CHI, its successors and assigns, provides City a certificate of insurance within 10 days following transfer, evidencing continued, uninterrupted insurance. Failure to abide by these requirements may be cause for termination of this Agreement. Further, while in force, this Agreement shall be binding upon subsequent owners, successors, and assigns irrespective of whether the foregoing conditions have been satisfied.

4. CHI agrees that it will, during any operation, inspection, maintenance, and repair of the existing private water line located in the Encroachment Area, use due care to protect city streets, utilities, and all other public property, minimize disruption to pedestrian travel, and that upon discontinuance, CHI will restore and replace all public property to the conditions which existed prior to operation, inspection, maintenance, and repair. Except as expressly provided otherwise in this Agreement, the parties understand and agree that City shall have no responsibility for repairs or costs thereof to the Encroachment Area arising from CHI's use of the same, or damages which may be occasioned by any actions or omissions of CHI, including but not limited to operation, inspection, maintenance, and repair of the existing private water line.

5. CHI shall be solely responsible for the operation, inspection, maintenance, and repair of the existing private water line located in the Encroachment Area, and City shall have no responsibility or liability therefor. In the event the existing private water line located in the Encroachment Area needs to be located for any purpose, CHI shall be responsible for locates and

must register with ND One Call and be responsible for all ND One Call requirements as the owner of the private water line, and City shall have no responsibility therefor.

6. To the fullest extent permitted by law, CHI agrees to hold the City harmless against any and all expenses, demands, claims, or suits for damages or injury of any kind, that may be brought against the City, its officers, agents and employees, its property, streets, sidewalks, and any other municipal improvements arising from CHI's encroachment upon the City's public right-of-way or by reason of the use of the public right-of-way as aforesaid. CHI further agrees to pay any and all costs the City incurs to enforce this indemnity provision, including reasonable attorney's fees.

7. It is specifically understood and agreed that the City retains authority to operate and maintain existing above-ground and underground municipal facilities located in and near the Encroachment Area.

8. It is further understood that if the private water line is abandoned by CHI, as evidenced by a written instrument recorded in the real property records of Cass County, North Dakota, the private water line may be abandoned in place, and CHI will have no obligation to remove the same. CHI understands and acknowledges that leaving the current water line in place underlying the City's right-of-way poses risk of damage or loss of use resulting from maintenance or other work which may occur within the City's right-of-way. The parties hereby agree that if the water line needs significant repairs or replacement in the future, that the parties will work together to evaluate and, if appropriate, relocate the water line onto private property.

9. It is specifically agreed between the parties that a copy of this Encroachment Agreement may be recorded.

10. The City agrees to waive the standard processing fee of \$500, and the annual

encroachment fee.

11. It is understood and agreed by and between the parties that this Agreement and permission to encroach is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist, provided City acknowledges that it is not aware of any current such limitations.

12. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in North Dakota District Court in Cass County, and the parties waive any objection to personal jurisdiction.

13. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.

14. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.

15. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.

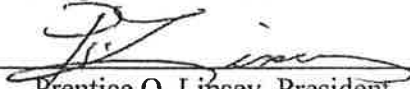
16. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

17. This Agreement shall be effective as of the date and year last signed by the parties below, as reflected by the date of acknowledgement thereof.

(Signatures on following pages)

Dated this ____ day of _____, 2023.

CHI Living Communities


By: 
Prentice O. Lipsey, President

STATE OF Ohio)
COUNTY OF Butler) ss

On this 9 day of February, 2023, before me, a notary public in and for said county and state, personally appeared Prentice O. Lipsey, to me known to be the President of CHI Living Communities, an Ohio nonprofit corporation, the entity described in and who executed the within and foregoing instrument and acknowledged to me that said entity executed the same.



Austin Bland
Notary Public
In and For the State of Ohio
Recorded in Butler County
My Commission Expires
12 March 2023


Notary Public
Butler County, Ohio
My Commission expires: 03/12/ 2023

Dated this _____ day of _____, 2023.

THE CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

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

ATTEST:

Steven Sprague, Auditor

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

On this ____ day of _____, 2023, before me, a notary public in and for said county and state, personally appeared Timothy J. Mahoney, M.D. and Steven Sprague, to me known to be the Mayor and Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota
My commission expires: _____

The legal description was prepared by:
Houston Engineering, Inc.
1401 21st Avenue North
Fargo, ND 58102
(701) 237-5065

This document was prepared by:
Kasey D. McNary
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street
PO Box 6017
Fargo, ND 58108-6017
(701) 232-8957
kmcnary@serklandlaw.com

EXHIBIT A
(Encroachment Area)

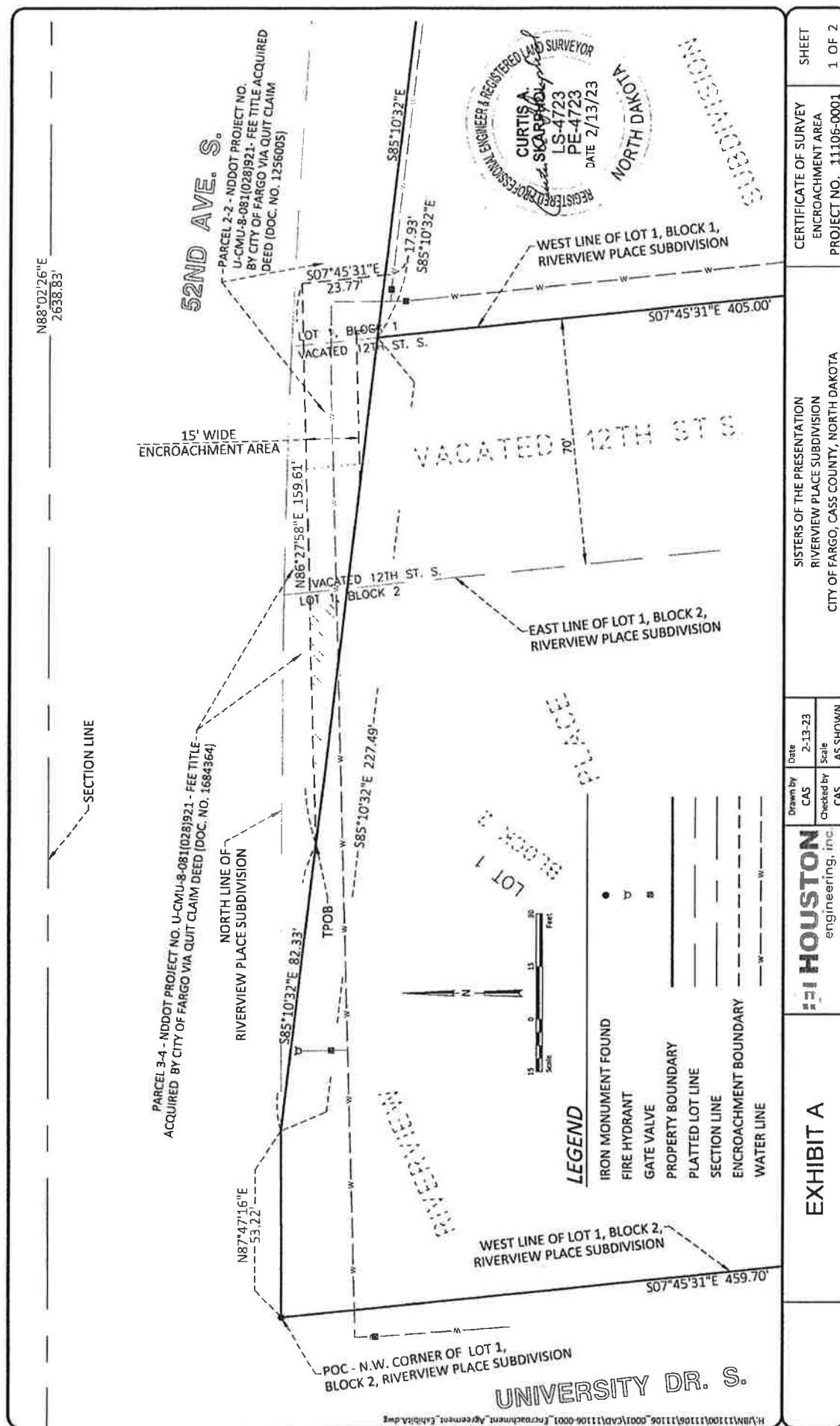


EXHIBIT A

Drawn by	Date
CAS	2-13-23

**SISTERS OF THE PRESENTATION
RIVERVIEW PLACE SUBDIVISION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**

Drawn by CAS	Date 2-13-23
Checked by CAS	Scale

**SISTERS OF THE PRESENTATION
RIVERVIEW PLACE SUBDIVISION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**

SHEET
2 OF 2

EXHIBIT B
(CHI Property)

Lot One, Block One, of Riverview Place Subdivision to the City of Fargo, situate in the County of Cass and the State of North Dakota.

LESS AND EXCEPT:

That part of Lot 1, Block 1, and the East Half of Vacated 12th Street South, Riverview Place Subdivision lying in Government Lots 1 and 2 NE¼ of Section 1, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Commencing at the northeast corner of said Government Lot 1; thence South 88 degrees 02 minutes 32 seconds West (North Dakota State Plane South), along the north line of said Government Lot 1, for a distance of 606.87 feet, thence South 07 degrees 49 minutes 20 seconds East for a distance of 163.97 feet to the northeast corner of said Lot 1, Block 1, and a point on the southerly right of way line of 52nd Avenue South, with said point being the Point of Beginning; thence continue South 07 degrees 49 minutes 20 seconds East, along the east line of said Lot 1, Block 1, for a distance of 17.52 feet; thence North 85 degrees 14 minutes 21 seconds West for a distance of 783.84 feet to the center line of vacated 12th Street South; thence North 07 degrees 49 minutes 20 seconds West, along said center line, for a distance of 21.51 feet to said southerly right of way line; thence easterly a distance of 414.33 feet, along the northerly line of said Lot 1, Block 1 and along said southerly right of way line, on a non-tangential curve concave to the south having a radius of 2799.98 feet and a central angle of 08 degrees 28 minutes 42 seconds and a chord bearing of South 86 degrees 10 minutes 39 seconds East; thence South 81 degrees 56 minutes 18 seconds East, tangent to said curve and along said northerly line of Lot 1 and along said southerly right of way line, for a distance of 192.17 feet; thence easterly a distance of 179.06 feet, along said northerly line of Lot 1 and along said southerly right of way line, on a tangential curve concave to the north having a radius of 1497.69 feet and a central angle of 06 degrees 51 minutes 00 seconds and a chord bearing of South 85 degrees 21 minutes 48 seconds East to the Point of Beginning. Said parcel contains 19,167 square feet, more or less.

COVER SHEET
CITY OF FARGO PROJECTS

(12)

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of project as it will appear in the contract:

Storm Sewer Lift Station SCADA Upgrades

Project No. NR-23-B

Call For Bids	<u>February 21</u>	, <u>2023</u>
Advertise Dates	<u>March 1, 8 & 15</u>	, <u>2023</u>
Bid Opening Date	<u>March 29</u>	, <u>2023</u>
Substantial Completion Date	<u>November 15</u>	, <u>2023</u>
Final Completion Date	<u>December 15</u>	, <u>2023</u>

<u>N/A</u>	PWPEC Report (Part of 2023 CIP)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>N/A</u>	Notice to Property Owners (Dan Eberhardt)

Project Engineer Robert Hasey

Phone No. (701) 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

<u>N/A</u>	Create District (Attach Copy of Legal Description)
<u>N/A</u>	Order Plans & Specifications
<u>N/A</u>	Approve Plans & Specifications
<u>N/A</u>	Adopt Resolution of Necessity
<u>N/A</u>	Approve Escrow Agreement (Attach Copy for Commission Office Only)
<u>N/A</u>	Assessment Map (Attach Copy for Auditor's Office Only)



ENGINEER'S REPORT
STORM SEWER LIFT STATION SCADA UPGRADES
PROJECT NO. NR-23-B
STS LS #17 (MAIN AVE AT UNIVERSITY DR) & STS LS
#29 (9TH AVE N AT MICKELSON FIELD LEVEE)

Nature & Scope

Storm sewer lift station #17 is a railroad underpass lift station located on Main Avenue at University Drive and storm sewer lift station #29 is a flood control lift station located east of Oak Street on 9th Avenue North.

Purpose

The purpose of this project is to provide remote monitoring of lift stations #17 & #29 through the existing storm sewer SCADA network. This will allow Street Department personnel to view the operational status of each lift station remotely and will allow personnel to report to the lift stations quicker if issues arise during operation.

Feasibility

The estimated cost of construction is \$110,000.00. The cost breakdown is as follows:

100% Storm Utility			
Construction Cost			\$110,000.00
Fees			
Admin	4%		\$4,400.00
Contingency	5%		\$5,500.00
Engineering	10%		\$11,000.00
Interest	4%		\$4,400.00
Legal	3%		\$3,300.00
Total Estimated Cost			\$138,600.00
Funding			
Utility Funds - Stormwater - 524	100.00%		\$138,600.00

Miscellaneous Costs

Outside Engineering	\$34,000.00
Total Miscellaneous Costs	\$34,000.00

Funding

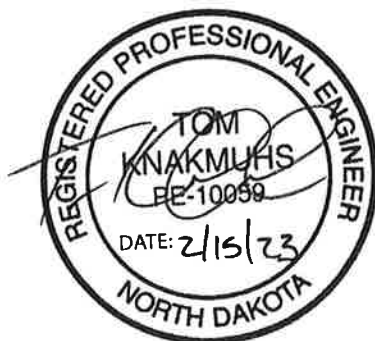
Utility Funds - Stormwater - 524	100.00%	\$34,000.00
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Project Funding Summary

Utility Funds - Stormwater - 524	100.00%	\$172,600.00
Total Estimated Project Cost		\$172,600.00

This project does not have any alternate or optional containers.

We believe this project to be cost effective.




 Thomas Knakmuhs, PE
 Assistant City Engineer

Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: February 20, 2023
Re: Contract for Services with ServPro

On December 28, 2022, a water pipe at Fargo Cass Public Health burst, flooding approximately 10,000 sf of office space with a half inch or more of water. ServPro was onsite to begin mitigation within 90 minutes from when the employee discovered the water and contacted Facilities Management. Despite the quick action and remediation, there was a large amount of water damage sustained.

The displaced employees, approximately 50, are currently working from home or in shared conference rooms. Supply cabinets were damaged and require replacement, so team resources are scattered in hallways and work areas. We would like to proceed with the work as quickly as possible in order to get those employees back to a functional work area.

Facilities Management is working with the North Dakota Insurance Reserve Fund (NDRIF) on the insurance claim. ServPro has submitted a quote for the repairs to NDIRF for \$309,375.53. We have not yet received NDIRF's decision regarding the final dollar amount of coverage on the claim, but would we like to move forward with the rehabilitation of the space. In order to proceed with the work, ServPro will require a signed contract and \$100,000 down payment.

The contract and invoice are attached for your review. Facilities Management is requesting that the contract and use of funds for the down payment be approved by the Commission. Once NDIRF has made a determination on the case, the City of Fargo would be reimbursed.

Recommended Motion:

Approve the contract with ServPro and use of funds for the down payment for repairs at Fargo Cass Public Health.



Fire & Water - Cleanup & Restoration™
of Fargo/Moorhead
25 17th st S
Fargo Nd 58078

WORK TO BE PERFORMED CONTRACT

THIS WORK TO BE PERFORMED CONTRACT ("Contract"), effective as of the date of the last party to sign below, is between Latoka Restorations DBA SERVPRO of Fargo Moorhead, having an address at 25 17th st S Fargo Nd 58103 ("Contractor") and City of Fargo ND, having an address at 225 4th st N Fargo Nd 58102 ("Owner").

NOTICE OF RIGHT TO LIEN PROPERTY:

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

For valuable consideration the parties hereby agree as follows:

1. **SCOPE OF WORK:** Contractor shall provide all labor and materials to perform all work necessary for the completion of the structure as described in the plans and specifications (hereafter "the Project") selected by Owner and more particularly described as ceiling sheetrock replacement and repair work as described in the reconstruction estimate.
2. **WORK SITE:** The Project shall be constructed on the property of Owner located at 1240 25th st S Fargo Nd 58103 and more particularly described as the structure. (hereafter "the Work Site").
3. **TIME OF COMPLETION:** Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, acts of God, or general unavailability of materials.
4. **PERMITS:** Contractor shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government. The cost thereof shall be included as part of the Project price.
5. **INSURANCE:** Contractor shall maintain general liability, workers compensation and builder's risk insurance.

6. **CHANGES TO SCOPE OF WORK:** Owner may make changes to the scope of the work from time to time during the Project. However, any such change or modification shall only be made by written "Change Order" signed by both parties. Such Change Orders shall become part of this Contract. Owner agrees to pay any increase in the cost of the Project as a result of all Change Orders. In the event the cost of the Change Order is not known at the time a Change Order is executed, the Contractor shall estimate the cost thereof and Owner agrees to pay the actual cost whether or not it is in excess of the estimated cost.
7. **CONTRACTOR'S PAYMENT SCHEDULE:** Owner agrees to pay Contractor the sum of \$309,375.53 for performing the services set forth in the scope of the work. Contractor shall be paid as follows:
 - \$100,000.00 upon receipt of signed contract
 - \$75,000.00 upon completion of drywall repair and painting
 - \$75,000.00 upon installation of cabinetry
 - \$59,375.53 upon completion
8. **LATE PAYMENT/DEFAULT:** A failure to make payment for a period in excess of ten (10) days from the due days of payment shall be deemed a material breach of this Contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made without breach of the Contract pending payment or resolution of any dispute. Owner agrees to pay a late charge of 1% of all payments that are more than ten (10) days late plus interest at the rate of 1% per month. In addition, Owner shall pay all costs of collection, including court costs and reasonable attorney's fees, in the event payment is not made in accordance with the terms of this contract.
9. All work shall be completed in a workman-like manner and in compliance with all building codes and applicable laws.
10. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work
11. Contractor may, at its discretion, engage licensed subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and, in all instances, remain responsible for the proper completion of this Contract.
12. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
13. Contractor agrees to remove all debris and leave the premises in broom clean condition.
14. **WARRANTY:** Contractor's warranty shall be limited to defects in workmanship within the scope of work performed by Contractor and which arise and become known within one (1) year from the date hereof. All said defects arising after one (1) year and defects in material are not warranted by Contractor. Contractor hereby assigns to Owner all warranties on materials as provided by the manufacturer of such materials.

1. **SCOPE OF WORK:** Contractor shall provide all labor and materials to perform all work necessary for the completion of the structure as described in the plans and specifications (hereafter "the Project") selected by Owner and more particularly described as ceiling sheetrock replacement and repair work as described in the reconstruction estimate.

AGREED:

CONTRACTOR:

OWNER:

Signature

Signature

Print Name & Title

Print Name

Date

Date

SERVPRO Of Fargo Moorhead
25 17th st S
Fargo Nd 58103

Name and Address of License Holder



25 S 17th St
Fargo, ND 58103 US
+1 7012322455



INVOICE

BILL TO
City of Fargo
225 4th St N
Fargo, ND 58102 USA

SHIP TO
Fargo Cass Public Health
1240 25 St S
Fargo, ND 58103 USA

INVOICE 2766
DATE 02/13/2023
TERMS Due on receipt
DUE DATE 02/13/2023

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Rec IH Miscellaneous	Down Payment as Per Contract	1	100,000.00	100,000.00

SUBTOTAL	100,000.00
TAX	0.00
TOTAL	100,000.00
BALANCE DUE	\$100,000.00

CITY OF Fargo Fire Department

MEMORANDUM

(14)

TO: FARGO CITY COMMISSION

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: 02/13/2023

SUBJECT: ASSISTANCE TO FIREFIGHTERS GRANT APPLICATION

City of Fargo grant policy requires City Commission approval prior to application for all federal grants. Currently FEMA is accepting grant applications through the Assistance to Firefighters Grants (AFG).

Cancer prevention efforts are an important aspect for fire service leadership. The prevalence of certain cancers in firefighters is much higher than the general population. It has been widely studied that the reason for this is due to occupational exposure to carcinogens. We have many methods that have been instituted to help reduce this exposure. Each fire station is equipped with a vehicle exhaust system. We conduct annual physicals for early detection. Policies have been implemented regarding when and how structural turnout gear is laundered. We have invested in commercial washer extractors to clean gear.

The vehicle exhaust systems are nearly 25 years old and in need of replacement. Additional gear washers are needed to accommodate the training academies that we are holding. New technology is available that provides for a better way to clean tools and equipment that are used in fires.

The Fire Department currently has exhaust systems in all fire stations. There are also gear washers in all stations but there is need for an additional washer at Fire Station 4 to accommodate washing training officer and recruit gear. The additional gear washer would be part of the fit up for station 8. The eight equipment washers would be placed at all stations as well. All are eligible purchases under the grant guidelines. The AFG requires a 10% local match. The cost breakdown is as follows:

Vehicle Exhaust Systems -	\$352,833.50
Turnout Gear Washers (2) -	\$ 34,958.00
Equipment Washers (8) -	<u>\$260,480.00</u>
Total	\$648,271.50

The local match for this grant is \$58,933.77

RECOMMENDATION: Authorize the Fire Department application for an Assistance to Firefighters Grant in the amount of \$648,381.50 for vehicle exhaust systems, gear washers, and equipment washers.

CITY OF Fargo Fire Department

(15)

MEMORANDUM

TO: FARGO CITY COMMISSION

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: 02/14/2023

SUBJECT: STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT APPLICATION

City of Fargo grant policy requires City Commission approval prior to application for all federal grants. Currently FEMA is accepting applications through the Staffing for Adequate Fire and Emergency Response (SAFER) grant program.

The SAFER Program provides funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments.

The intention of this application is to provide the staffing for Fire Station 8. This fits the goals of the organization to provide an effective fire and emergency response force on scene. In an effort to ensure that there are enough on duty, firefighters to respond I am requesting that the grant request be for 15 new firefighters.

RECOMMENDATION: Authorize the Fire Department application for a Staffing for Adequate Fire and Emergency Response grant.




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

(16)

FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: FEBRUARY 15, 2023

**RE: AMENDMENT TO AGREEMENT WITH GREAT OUTCOMES,
INDEPENDENT CONTRACTOR, FOR AN ADDITIONAL PHASE
III OF WORK FOR THE COMMUNITY WELLNESS COALITION.
FUNDS: \$5,000
EXPIRES: 09/30/2023
SSP23052**

The attached amendment for the agreement for services with Great Outcomes, Leann Wolff is for an additional \$5,000 for the continuation of the work started by the Community Wellness Coalition. Fargo Cass Public Health is acting as the fiscal agent for the Community Wellness Coalition as they work on the "Blue Zones-like" initiative for the Fargo area.

No budget adjustment is required for this grant.

If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve the amendment agreement with Great Outcomes.

DF/lls
Attachment



AGREEMENT FOR SERVICES



THIS AGREEMENT AMENDMENT, effective the 1st day of October, by and between Fargo Cass Public Health ("FCPH"); acting as fiscal agent for the Community Wellness Coalition; and Great Outcomes Consulting, LLC (Independent Contracting Consultant).

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

A. Term of Agreement: The parties entered into a written agreement for the period of October 1, 2022, through September 30, 2023,

B. Services to be provided by independent contractor:

Phase III

- Work on organizing documents in preparation for formalizing organizational structure (including member transition and dissolution)
- Research on neighborhood-based SDoH approaches used in other communities
- Setting milestones for the next phases of the work (to clarify phasing of the work and general flow)

C. Reimbursement Amendment:

Previously agreed upon fee structure:

Facilitator and colleague for up to three meetings (per meeting)	\$2,080
Research and neighborhood models used in other communities ¹	\$1,880
Draft prepared for official documentation of organizational structure	<u>\$1,880</u>
Total for Phase III	\$10,000

¹ The documents will give attorneys and accountants the foundation to create the needed official documents for establishing the organization and filing whatever paperwork is needed.

Fargo Cass Public Health will use funds from North Dakota Department of Health and Human Services Preventative Health and Health Services Block Grant (HE103).

Amendment for Phase IIIb:

- Facilitating the meeting on Friday, February 17th, which will include follow up notes.
- Facilitating conversations with at least one and possibly two potential donors/sponsors for the work

The additional reimbursement fee for this amendment would be up to and not exceeding \$5,000.

- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

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

In Witness thereof, this purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.

FARGO CASS PUBLIC HEALTH

By Desi Fleming
Desi Fleming,
Director of Public Health

Date 02/10/2023

GREAT OUTCOMES CONSULTING, LLC

By Leann Wolff
Leann Wolff (Feb 10, 2023 15:41 CST)
Leann Wolff
Independent Contractor

Date _____

By _____
Timothy J. Mahoney
Mayor, City of Fargo

Date _____

By Larry Anenson, Jr.
Larry Anenson, Jr.
Community Wellness Coalition

Date 02/10/2023

Agreement Amendment Greater Outcomes FM Wellness

Final Audit Report

2023-02-10

Created:	2023-02-10
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0CBfiy9jEgqb-bkpmpizJv6qxrYTo6MO

"Agreement Amendment Greater Outcomes FM Wellness" History



Document created by Lori Sall (lsall@FargoND.gov)

2023-02-10 - 9:07:59 PM GMT



Document emailed to lwolff@greatoutcomesconsulting.com for signature

2023-02-10 - 9:08:16 PM GMT



Email viewed by lwolff@greatoutcomesconsulting.com

2023-02-10 - 9:40:52 PM GMT



Signer lwolff@greatoutcomesconsulting.com entered name at signing as Leann Wolff

2023-02-10 - 9:41:31 PM GMT



Document e-signed by Leann Wolff (lwolff@greatoutcomesconsulting.com)

Signature Date: 2023-02-10 - 9:41:33 PM GMT - Time Source: server



Agreement completed.

2023-02-10 - 9:41:33 PM GMT



Adobe Acrobat Sign




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

17

FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: FEBRUARY 15, 2023

**RE: NOTICE OF GRANT AWARD FOR ND DEPARTMENT OF
HEALTH FOR HIV, HCV COUNSELING, TESTING AND
REFERRAL ACTIVITIES (CTR)
NO: G21.1208 CFDA 93.940 FOR \$35,875
FUNDS: \$41,000
EXPIRES: 12/31/2023**

The attached grant from North Dakota Department of Health is for a HIV Prevention Activities Program for HIV.HCV Counseling, Testing and Referral (CTR).

No budget adjustment is required for this grant.

If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve the HIV Prevention Activities grant award.

DF/lls
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
SFN 53771 (09-2022)

Grant Number G21.1208	CFDA Name HIV: HIV Prevention Activities Health Department Based. GF: NA		CFDA Number HIV: 93.940 for \$35,875 GF: NA for \$5,125
FAIN Number HIV: NU62PS924540. GF: NA	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 2/1/2023	Grant End Date 12/31/2023
Federal Award Date HIV: 12/08/2022. GF: NA	Federal Awarding Agency HIV: Department of Health and Human Services, Centers for Disease Control. GF: NA		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program HIV.HCV Counseling, Testing and Referral (CTR)		North Dakota Department of Health and Human Services (NDDHHS) Project Code: HIV 2201 HLH 5373 02; \$35,875 GF 2201 HL 1239 01; \$5,125	
Grantee Name: Fargo Cass Public Health		Project Director: Lindsey VanderBusch	
Address: 1240 25th Street South		Address: 600 East Boulevard Avenue, Dept. 325	
City/State/ZIP Code Fargo, ND 58103		City/State/ZIP Code Bismarck, ND 58505-0250	
Contact Name: Desi Fleming		Contact Name: Lindsey VanderBusch	
Telephone Number: 701-241-1380		Telephone Number: 701-328-4555	
Email Address: DFleming@FargoND.gov		Email Address: lvanderbusch@nd.gov	
Amount Awarded	NDDHHS Cost Share \$41,000	Grantee Cost Share \$0	Total Costs \$41,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$41,000	\$0	\$41,000
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimis rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service: Grantee will provide the following services: (1) collect blood specimens for rapid HIV/HCV testing for persons at risk of infection; (2) provide pre-test and post-test counseling to individuals being screened for HIV/HCV at a time and place appropriate for client and provider; (3) collect and provide blood specimens to confirm positive rapid screens to the NDDHHS Laboratory Services Section using the most recent laboratory specimen testing form; (4) submit the mandatory epidemiologic information on all tests performed within one week of specimen collection via online reporting tool; (5) provide hepatitis A and B vaccinations to individuals in whom a risk factor has been identified or are positive for hepatitis C; (6) provide community outreach testing and education; (7) ensure access to HIV prevention supplies an educational materials; (8) provide linkage to medical care services for HCV positive individuals; (9) follow all requirements as written in the NDDHHS Counseling, Testing and Referral Manual; (10) file necessary records consistent with the Maven Security Policy; (11) conduct evaluative activities as requested by the Department; and (12) participate in HIV/HCV CTR site meetings, training and activities as requested.			
Reporting Requirements: Grantee must provide monthly expenditure and progress reports via the Program Reporting System (PRS). Expenditure report for the period ending June 30, 2023 must be received by July 14, 2023. Expenditure report for the period ending December 31, 2023 must be received by January 31, 2024. Epidemiologic data must be submitted using the online reporting tool within one week of specimen collection. Reimbursements will be processed upon Department approval of expenditure and progress reports.			
Special Conditions: All Grantees with the ability to bill third-party payers for these services are expected to do so before requesting reimbursement from the Department.			
Expenditures incurred related to the scope of service for this agreement will be covered as early as January 1, 2023.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2021 to June 30, 2023 [Finance Use Only: <input checked="" type="checkbox"/> Requirements Received; <input checked="" type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 02/15/2023	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Lindsey VanderBusch, MPH, Unit Director Sexually Transmitted and Blood Borne Diseases	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			

(18)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *NC*
TIA BRASETH, COMMUNITY DEVELOPMENT PLANNING COORDINATOR

DATE: FEBRUARY 16, 2023

RE: APPROVE AGREEMENT FOR ACQUISITION OF 802 32 ST N AND 3129 7 AVE N UNDER PREVIOUSLY APPROVED HUD 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) & HOME ACTION PLAN – “CORE NEIGHBORHOOD AFFORDABLE HOUSING DEVELOPMENT” ACTIVITY

At the November 28, 2022 City Commission meeting, the use of CDBG funds for the acquisition of land, for the future construction of affordable housing, was approved under the 2022 Annual Action Plan. The current request is to seek authorization to execute the contractual agreements to finalize the purchase of the land.

The land for purchase comprises of adjacent parcels located at 802 32 Street North and 3129 7 Avenue North in Fargo. The public notice and environmental reviews have been completed and the final step of the acquisition is to execute the purchase agreement. The total purchase price for these two parcels is \$880,000, of which \$756,695 will be funded through CDBG. The difference will be funded using American Rescue Plan Act (ARPA) funds (CFDA #21.027) from the core neighborhoods implementation capital account, which was previously allocated in April of 2022.

In later months, once the land is acquired by the City, a Request for Proposals for affordable housing development will be brought to the City Commission for issuance. It should be noted, as part of federally-funded projects, incremental steps must be taken in order to comply with federal regulations. At this time, staff is seeking authorization for the execution of the agreement and other documents as necessary to effectuate activities related to this project, which the City Attorney has reviewed.

Recommended Motion: Authorize execution of contractual agreements with Elevate Communities LLC, a North Dakota limited liability company, in order to complete the acquisition of 802 32 Street North and 3129 7 Avenue North.



PURCHASE AGREEMENT

Elevate Communities LLC/City of Fargo
[802 32nd Street North property and 3129 7th Avenue North property]

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into as of _____, 2023 by and between ELEVATE COMMUNITIES LLC, a North Dakota limited liability company ("Seller"), and the CITY OF FARGO, a North Dakota municipal corporation ("Buyer").

RECITALS

A. Seller is the owner of real property located in the City of Fargo, North Dakota and legally described on Exhibit A attached hereto and hereby made a part hereof, together with all rights, title and interest appurtenant thereto (the "Real Property"), the street addresses for which are 802 32nd Street North, Fargo, North Dakota and 3129 7th Avenue North, Fargo, North Dakota.

B. Seller desires to sell and assign to Buyer, and Buyer agrees to purchase and accept from Seller, the Real Property under the terms and conditions hereunder.

NOW, THEREFORE, in consideration of mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Sale and Purchase. Subject to the terms, conditions, representations and warranties set forth in this Agreement, Seller agrees to sell and assign to Buyer, and Buyer agrees to purchase and accept from Seller, good and marketable title to the Real Property legally described in Exhibit A attached hereto, free of all encumbrances, unless otherwise agreed herein.

2. Purchase Price. The purchase price for the Real Property shall be Eight Hundred Eighty Thousand Dollars (\$880,000.00) (the "Purchase Price") and shall be payable as cash, certified check, cashier check or by wire transfer of funds on the Closing Date.

3. Real Estate Taxes and Special Assessments. Taxes and special assessment installments, if any, for the year 2023 that are due and payable in 2024 shall be prorated to the date of closing. Real estate taxes and special assessment installments for the year 2022 due and payable in 2023 and for all prior years are the responsibility of the Seller.

4. Personal Property. Personal Property included in this transaction is: NONE. Any Personal Property currently on the Real Property shall be removed by Seller prior to the Closing Date.

5. Closing Costs. It is understood and agreed that as part of this purchase, Seller shall be responsible for updating the abstract of title. Buyer shall be responsible for the cost of preparation of the deed, the cost of preparation of and recording fees for any documents necessary to remove any liens or encumbrances or to clear title, and the cost for securing a title opinion and acquisition of title insurance, if any. The parties agree to split the remaining closing costs, including any closing agent or company fees.

6. Covenants of Seller. Between the date of this Agreement and the Closing Date, Seller shall:

- a. comply with all laws, ordinances, regulations and restrictions affecting the Real Property and its use;
- b. without first obtaining the prior written consent of Buyer, refrain from creating any mortgage, easement, lien, pledge or any other encumbrance against or in any way affecting the Real Property, and refrain from conveying any leasehold or other interest in the Real Property, with the exception of any permitted encumbrances listed on Exhibit B attached hereto (the "Permitted Encumbrances");
- c. refrain from committing any waste or nuisance upon the Real Property; and
- d. without first obtaining the prior written consent of Buyer, refrain from entering into any contracts or agreements pertaining to the Real Property, except contracts or agreements which are consistent with Buyer's rights hereunder and which may be terminated prior to the Closing Date.

7. Closing.

- a. General; Possession. The closing of the transaction contemplated hereby (the "Closing") shall occur on or before _____, 2023 (the "Closing Date") or at such other date, time as the parties shall agree in writing and shall occur at The Title Company, 35 4th Street North, Fargo, ND 58102 (the "Closing Agent"). Possession of the Real Property shall be transferred by Seller to Buyer on the Closing Date.
- b. Deliveries by Seller at Closing. At the closing, Seller shall deliver to Buyer:
 - i) A Warranty Deed, in recordable form, duly executed by Seller, conveying good and marketable title to the Real Property to Buyer;
 - ii) Such other documents as may be reasonably required by Buyer, by the Closing Agent, or by the Buyer's title insurance company in order to convey good and marketable title to Buyer and to allow for Buyer to obtain an owner's policy of title insurance in a form reasonably acceptable to Buyer;(Said documents collectively referred to as the "Seller Closing Documents").
- c. Deliveries by Buyer at Closing. At the Closing, Buyer shall deliver to Seller:
 - i) The entire Purchase Price;
 - ii) Such other documents as may be reasonably required by Seller or by the Closing Agent.(Said documents collectively referred to as the "Buyer Closing Documents")

8. Representations and Warranties of Seller. Seller represents and warrants to and covenants with Buyer that: (i) Seller is a limited liability company under the laws of the State of North Dakota; (ii) Seller has the power to enter into this Agreement and all the Seller's Closing Documents signed or to be signed by it; (iii) each of the Seller's Closing Documents has been or will be duly authorized on the part of Seller prior to its execution; and (iv) such documents are or will be valid and binding obligations of Seller, and are or will be enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, creditor's rights and other similar laws. No consents or approvals from any third parties are required for Seller to perform its obligations under this Agreement.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO BUYER, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE REAL PROPERTY OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE. Buyer acknowledges that Buyer has already (or, prior to the Closing Date, will

have) independently inspected or is otherwise familiar with the Real Property and that Buyer has entered into this Agreement based upon such examination, inspection, familiarity and Buyer's right to conduct the inspections. Buyer agrees that the Real Property is to be sold to and accepted by Buyer at Closing in its then present physical condition, "AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED;" specifically (without limiting the generality of the foregoing) without any warranty of (i) the nature or quality of the construction, structural design and/or engineering of any improvements, (ii) the quality of the labor and materials included in any improvements, (iii) the soil conditions existing at the Real Property for any particular purpose or developmental potential, (iv) the presence or absence of any petroleum or petroleum by-products, hazardous substance, matter or waste in or on the Real Property, and (v) compliance of the Real Property with any applicable environmental laws or regulations.

9. Governing Law. This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the State of North Dakota.

10. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one, complete Agreement. A copy of this Agreement delivered as or by .pdf, facsimile or other electronic means containing a party's signature shall be deemed such party's original, binding signature.

IN WITNESS WHEREOF, the undersigned have signed this Purchase Agreement as of the day and year first written above.

SELLER:

ELEVATE COMMUNITIES LLC,
a North Dakota limited liability company

By: _____

Name: Jonathan Casper
Its: Vice President

BUYER:

CITY OF FARGO,
a North Dakota municipal corporation

By: _____

Dr. Timothy J. Mahoney
Its: Mayor

ATTEST:

By: _____

Steven Sprague
Its: City Auditor

EXHIBIT A

Address and Legal Description

Address: 802 32nd Street North, Fargo, ND 58102

Legal Description: The West Three Hundred Thirty-two and Five-tenths feet of Lot Six, in Golden Ridge Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota

Address: 3129 7th Avenue North, Fargo, ND 58102

Legal Description: The West Fifteen and Nine-tenths fee of Lot Fourteen and all of Lot Fifteen, in Block Three, of Model Cities Subdivision, situate in the Northeast Quarter of Section Two, in Township One Hundred Thirty-nine North of Range Forty-nine West of the Fifth Principal Meridian, and made up of part of Lots Four, Five, Six and Seven, Golden Ridge Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota

EXHIBIT B

Permitted Encumbrances

None.



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

OFFICE OF THE CHIEF

MEMORANDUM

To: City of Fargo Commission

From: Assistant Chief Travis Stefonowicz

Date: 02/09/2023

RE: Protector Capital Purchase – (RFQ# 23051)

COPY

Over time, the ballistic material the Officers wear degrades and becomes ineffective after the rated life and warranty expires. Currently the only Level III protection offered to the officer has expired. These expired Level III plates worked in conjunction with having to wear an additional plate carrier over the top of the uniform. This additional plate carrier is not only slow to don, but it is bulky, heavy, and creates limited range of motion covering all of the Officers tools worn in the front. The tools covered by the additional plate carrier include less lethal options, spare magazines, the body worn camera and life-saving equipment. It is critical for the Officers to have Level III protection, the ability to access all tools worn on the front of the Officer and the additional security of an unobstructed view from the body worn camera.

The proposed plate project offers full-time Level III protection in conjunction with existing body armor that does not require additional time and effort to don and doff as it's worn on the inside of the current vest leaving all of the other equipment readily available and unobstructed. The design of the plate is specific for daily wear through size, shape and contour. This affords every Officer Level III protection from bullet strikes and blunt force trauma to the chest area at all times. This is a complete change from donning and doffing the additional carrier and equipment under stress with time constraints to achieve the same level of protection.

After careful consideration through product testing and analysis, the Fargo Police Department is recommending the purchase of (180) 8x10 Multi-Curve SAPI Cut trauma plates from Protector Capital for \$43,655. Protector Capital produces an 8x10 rifle rated plate with the lowest cost and offers a 15yr warranty. The extended warranty coverage provides a large cost savings over time. Protector Capital is honoring 2022 pricing with a timely purchase, otherwise product costs go up and product availability will go down. The other vendors are unable to match both cost and the 15yr warranty.

This is a planned equipment replacement purchase and funding is in place.

SUGGESTED MOTION:

Approve the recommended purchase agreement of (180) 8x10 multi-curve SAPI cut rifle rated trauma plates from Protector Capital for \$43,655 offering the lowest cost in conjunction with a 15yr warranty specified for the project.

Vendor ID# 25987

RFQ#23051

Requisition#251385

Project Code: DS2301



Purchasing Quote Form

This form is required for every purchase between \$10,001 and \$50,000 per item. It applies to purchases made by credit card and/or by purchase order.

Purchase Date: 02/2023 Requisition No. or Pcard No. (last 4 digits only): 0000251385

Purchaser Name or Purchasing Card Name: Assistant Chief Travis Stefonowicz

What is being purchased?

Level III ICW SAPI Cut Trauma plate for daily use and uniform wear ensuring Level III

chest and blunt force trauma protection for Police personnel at all times.

Is this an Emergency Purchase NO (Yes/ No) If yes, no quotes are needed. Please indicate the Total Purchase Price, describe the urgent situation in the comment section and have the Department Head sign the signature line below.

Vendor #1 Name and Quote: Tactical Products and Services \$406 per unit = \$73,080 (15yr warranty)

Vendor #2 Name and Quote: Armor Express \$240 per unit = \$43,200 (10yr warranty)

Vendor #3 Name and Quote: Protector Capital \$240 per unit = \$43,200 (15yr warranty)

Vendor Selected: PROTECTOR CAPITAL \$240 PER UNIT

Quantity Purchased: 180 Total Purchase Price \$: \$43,655

If equipment over \$10,000 per unit was purchased, please complete the Fixed Asset Addition Form.

Comments:

(180) 8x10 Multicurve SAPI Cut - Total purchase price includes shipping

Protector Capital has the lowest cost and offers a 15yr warranty.

PROJECT CODE#DS2301 VENDOR ID#25987 RFQ#23051

Department Head Signature (for Emergency Purchase) _____

Auditors Office:

Documentation complete _____ (Yes/ No) Verified by _____ Date: _____

Protector Capital, LLC

4456 Abbe Rd North #301
Sheffield Village, OH 44054
US
+1 2168009424
sales@protectorcapital.com
protectorcapital.com

Estimate

ADDRESS	SHIP TO	SHIP VIA	UPS Ground	ESTIMATE	1369
Shawn Gamradt	Shawn Gamradt			DATE	02/02/2023
Fargo North Dakota Police	Fargo North Dakota Police			EXPIRATION	05/02/2023
Department	Department			DATE	
105 25th Street North	105 25th Street North				
Fargo, ND 58102	Fargo, ND 58102				

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
Duritium III ICW -8X10 SAPI	8" x 10" x 0.6" 1.7 pounds Multi-Curve, SAPI Cut MSRP: \$361.00 PC Web: \$343.00 15-Year Warranty	180	240.00	43,200.00
Shipping		1	455.00	455.00

To proceed, please email an official purchase order to
sales@protectorcapital.com.

TOTAL

\$43,655.00

Accepted By

Accepted Date



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

OFFICE OF THE CHIEF

MEMORANDUM

COPY

20

FARGO POLICE DEPARTMENT

FEB 07 2023

REF: ✓ P. SWIK 08

+ FOR Commission Consent 2/21

cc: FILE ✓

To: City of Fargo Commission

From: Assistant Chief Travis Stefonowicz

Date: 02/05/2023

RE: Protector Capital Purchase Agreement – (RFQ# 23048)

Over time, ballistic materials degrade and become ineffective after the materials rated life and warranty period expire. Our rifle rated plates for active threat incidents have gone beyond their warranty rating and it is time for replacement.

After careful consideration through product testing and analysis, the Fargo Police Department is recommending the purchase of (80) 10x16 BallisticBoard® rifle rated trauma plates from Protector Capital for \$27,870.00.

Protector Capital is the only company that produces a 10x16 rifle rated plate and offers a 15yr warranty. This extended warranty coverage will also provide cost savings over time as the other companies researched only had warranty for five to ten years. Armor Express and Tactical Products and Services provided quotes for 10.5x14 rifle plates. These rifle plates are smaller, offer less protection, and have a much shorter warranty period. Armor Express and Tactical Products and Services currently do not produce a 10x16 rifle plate that offers the coverage (size), level of protection and warranty we specified to complete our project.

Protector Capital is still honoring the 2022 prices quote when we initially began researching this project in 2022. If the purchase is not made soon, prices will go up considerably and we would potentially deal with supply chain issues. These products are currently in high demand and vendors are struggling to keep items in stock. Protector Capital currently has the quoted units in stock and would ship immediately.

This is a planned equipment replacement purchase and funding is in place.

SUGGESTED MOTION:

Approve the recommended purchase agreement of (80) 10x16 BallisticBoard® rifle rated trauma plates from Protector Capital for \$27,870.00 offering the unique size and unique 15yr warranty specified for the project.

Vendor ID# 25987

RFQ# 23048

Requisition# 251314

Project Code: DS2301



Purchasing Quote Form

This form is required for every purchase between \$10,001 and \$50,000 per item. It applies to purchases made by credit card and/or by purchase order.

Purchase Date: 02/2023 Requisition No. or Pcard No. (last 4 digits only): 0000251314

Purchaser Name or Purchasing Card Name: Assistant Chief Travis Stefonowicz

What is being purchased?

(80) 10x16 Rifle Rated Plate Inserts for Active Threat protection backpacks.

These backpacks will be in each Police vehicle for emergency response along with first aid/trauma supplies.

Is this an Emergency Purchase NO (Yes/ No) If yes, no quotes are needed. Please indicate the Total Purchase Price, describe the urgent situation in the comment section and have the Department Head sign the signature line below.

Vendor #1 Name and Quote: Tactical Products and Services 10.5x14 Level III \$451.88

Vendor #2 Name and Quote: Armor Express 10.5x14 Level III \$400.00

Vendor #3 Name and Quote: Protector Capital 10x16 Level III \$344.00

Vendor Selected: PROTECTOR CAPITAL (\$344.00 PER UNIT)

Quantity Purchased: 80 Total Purchase Price \$: \$27,870.00

If equipment over \$10,000 per unit was purchased, please complete the Fixed Asset Addition Form.

Comments:

(80) 10X16 Level III Rifle rated plates includes shipping.

Protector Capital is the only vendor that makes a 10x16 plate and offers a 15yr warranty.

PROJECT CODE# DS2301 VENDOR ID#25987 RFQ#23048

Department Head Signature (for Emergency Purchase) _____

Auditors Office:

Documentation complete _____ (Yes/ No) Verified by _____ Date: _____

Protector Capital, LLC

4456 Abbe Rd North #301
Sheffield Village, OH 44054
US
+1 2168009424
sales@protectorcapital.com
protectorcapital.com

Estimate

ADDRESS	SHIP TO	SHIP VIA	UPS Ground	ESTIMATE	1370
Shawn Gamradt	Shawn Gamradt			DATE	02/02/2023
Fargo North Dakota Police	Fargo North Dakota Police			EXPIRATION	05/02/2023
Department	Department			DATE	
105 25th Street North	105 25th Street North				
Fargo, ND 58102	Fargo, ND 58102				

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
BallisticBoard® Backpack Insert (Rifle Protection)	BallisticBoard® Backpack Insert (Rifle Protection)	80	344.00	27,520.00
Shipping		1	350.00	350.00

To proceed, please email an official purchase order to sales@protectorcapital.com.	TOTAL	\$27,870.00
--	-------	-------------

Accepted By

Accepted Date

(21)



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

PROFESSIONAL STANDARDS DIVISION

MEMORANDUM

To: City of Fargo Commission

From: Lieutenant Troy Hannig *T.H.*

Date: 02.13.2023

RE: User Agreement for ND Parole and Probation to utilize the Fargo Regional Law Enforcement Training Center

The Fargo Regional Law Enforcement Training Center, located at 2802 North University Drive, is a building which is owned by the City of Fargo and managed by the Fargo Police Department.

We received a request to begin renting the gun range at the Fargo Regional Law Enforcement Training Center from Program Manager, John Gourde, with ND Parole and Probation. Gourde indicated they were able to previously use the range up until access became limited to outside agencies during the COVID pandemic. They have 20 licensed officers in Fargo and they anticipate that they would rent the range approximately eight times per year for about three hours each session. Gourde indicated ND Parole and Probation requires that a Facility Use Agreement be in place prior to renting the range from the City of Fargo. They provided a Facility Use Agreement which was reviewed by City Attorney, Nancy Morris. Please see the attachment for the recommended user agreement which was agreed upon.

SUGGESTED MOTION:

Approve the recommended user agreement to provide ND Parole and Probation the ability to rent the gun range at the Fargo Regional Law Enforcement Training Center.

FACILITY USE AGREEMENT

The parties to this agreement are the State of North Dakota, acting through its **Department of Corrections and Rehabilitation (USER)**, and **City of Fargo, a North Dakota municipal corporation**, (OWNER) for use of the shooting range for various training exercises (ACTIVITY).

1. Purpose. The USER shall arrange the date and time for the ACTIVITY with the OWNER.
2. Term. This Facility Use Agreement is not effective until signed by USER and OWNER. This Facility Use Agreement is effective from January 1, 2023 through January 1, 2025 and may be renewed for successive two-year periods upon the mutual agreement of the parties in writing for a maximum of six years. This agreement will not automatically renew.
3. Compensation. The USER agrees to pay OWNER an hourly fee of **\$150**. OWNER shall submit an invoice to the DOCR quarterly. OWNER shall send a billing statement by mail or electronically, via email to: North Dakota Department of Corrections and Rehabilitation, Attn.: Central Office, PO Box 1898, Bismarck, ND 58502-1898 or via email to docrbusiness@nd.gov. The DOCR shall pay the fee under this agreement within 30 days of receipt of a billing statement.
4. Termination. This agreement may be terminated by either party, with or without cause, upon thirty (30) days' notice, calculated from the date of the notice, in writing by either party.
5. Personal Firearms. Personal firearms may not be used on the range, except as authorized by the OWNER's policies.
6. Indemnification. The USER and the OWNER 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.
7. Insurance. The OWNER shall secure and keep in force during the term of this agreement, coverage required by N.D.C.C. Chapter 32-12.1 or other applicable law. The USER shall secure and keep in force during the term of this agreement, coverage required by N.D.C.C. Chapter 32-12.2.

8. Workers Compensation Coverage. The USER and OWNER shall maintain workers compensation coverage in accordance with applicable state or federal law for all of their employees.'
9. Access. USER shall make arrangements for use of the Facility not less than 3 days prior to intended use. Availability is at the sole discretion of OWNER. OWNER reserves the right to terminate access at any time. Access shall be provided by OWNER through the use of a monitored key fob system. USER shall limit access to authorized personnel only during key fob possession. USER shall have non-exclusive control of the facility during access.

USER

North Dakota Department of Corrections
and Rehabilitation

Signature: _____

Name: _____

Title: _____

Date: _____

OWNER

City of Fargo, a North Dakota municipal
corporation

Signature: _____

Name: Dr. Timothy J. Mahoney

Title: Mayor

Date: _____

Signature: _____

Attest: Steven Sprague, City Auditor

Date: _____



**PUBLIC
WORKS**

(22)

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

February 15, 2023

The Honorable Board of City Commissioners
City of Fargo
225 N 4th St
Fargo, ND 58102

RE: RFP23034 for Water Main Repair Materials, Miscellaneous Water Distribution Materials, Fire Hydrants and Fire Hydrant Parts, and Miscellaneous Street Materials

Commissioners:

On February 1, 2023, proposals were received for Water Main Materials, Miscellaneous Materials, Fire Hydrants and Fire Hydrant Parts, and Miscellaneous Street Materials in response to RFP23034. Totals for each section are calculated by multiplying individual unit cost by the estimated annual purchase quantity. The totals for each section are then added to calculate the total price. Ferguson Waterworks provided the lowest overall cost and Core & Main provided the second lowest overall cost.

Public Works staff suggest to award a primary and secondary vendor. The secondary vendor will be utilized if there are material availability issues. Staff suggests to award Ferguson Waterworks as the primary vendor for 2023 and select Core & Main as a secondary vendor.

Bid Tabulation:

	Dakota Supply Group	Ferguson Waterworks	Core & Main
Section 1: Repair Sleeves	\$16,474.38	\$13,723.28	\$16,089.43
Section 2: Misc. Materials	\$79,595.28	\$73,318.39	\$79,610.66
Section 3: Fire Hydrant Parts	\$123,946.97	\$123,655.53	\$119,672.74
Section 4: Misc. Street Material	\$4,578.64	\$3,581.14	\$3,955.54
Total Price:	\$224,595.27	\$214,278.34	\$219,328.37

RECOMMENDATION:

RFP23034: I/we suggest motion to award the Water Main Materials, Miscellaneous Materials, Fire Hydrants/Parts, and Miscellaneous Street Materials RFP to Ferguson Waterworks as the lowest and best proposal. Core & Main is selected as a secondary vendor.

Respectfully submitted,

Paul Fiechtner
Services Manager
Fargo Public Works

RFP23034 Water Main Materials, Misc. Materials, Fire Hydrant/Parts, and Misc. Street Materials
 Bids Received 2/1/2023

	Dakota Supply Group	Ferguson Waterworks	Core & Main
Section 1: Repair Sleeves	\$16,474.38	\$13,723.28	\$16,089.43
Section 2: Misc. Materials	\$79,595.28	\$73,318.39	\$79,610.66
Section 3: Fire Hydrant Parts	\$123,946.97	\$123,655.53	\$119,672.74
Section 4: Misc. Street Material	\$4,578.64	\$3,581.14	\$3,955.54
Total Price:	\$224,595.27	\$214,278.34	\$219,328.37



**PUBLIC
WORKS**

(23)

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

February 15, 2023

The Honorable Board of City Commissioners
City of Fargo
225 N 4th St
Fargo, ND 58102

RE: RFP23035 for Aggregate Materials, Concrete, Asphalt and Emulsified Asphalt

Commissioners:

On February 1, 2023, proposals were received for Aggregate Materials, Concrete, Asphalt and Emulsified Asphalt in response to RFP23035. Several different contractors submitted proposals for the different products requested. The results are shown below with the lowest prices in bold.

<u>Class 5 Gravel</u>	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
Kost Materials	\$21.00	\$17.00
Earthwork Services	\$15.67	\$15.67
Holcim	\$25.00	\$19.00
L G Everist	\$45.20	\$16.00
<u>Crushed/Recycled Concrete</u>	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
Kost Materials	\$21.00	\$16.00
Border States Paving	n/a	\$18.00
Earthwork Services	\$17.95	\$17.95
Holcim	\$25.95	\$19.95
<u>NDDOT FAA 43 Hot Mix Asphalt</u>	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
FM Asphalt	n/a	\$73.00
Northern Improvement	n/a	\$74.50
Border States Paving	n/a	\$72.75
<u>3/8" Minus Hot Mix Asphalt</u>	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
FM Asphalt	n/a	\$90.00
<u>3/8" Minus Cold Mix Asphalt</u>	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
Northern Improvement	n/a	\$195.00
		*Omega Cold Patch
<u>CRS-2 Emulsified Asphalt</u>	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
Flint Hills Resources	\$695.00	n/a
RCM Specialties	\$844.80	n/a

CSS-1h Emulsified Asphalt
Flint Hills Resources

Price Delivered (Ton)
 n/a

Price Picked Up (Ton)
\$625.00

4000 PSI Concrete

Kost Material

Strata

Holcim

Price Delivered (CY)

\$145.00

\$159.25

\$162.00

Price Picked Up (CY)

n/a

n/a

n/a

5000 PSI Concrete

Kost Material

Strata

Holcim

Price Delivered (CY)

\$151.00

n/a

\$168.00

Price Picked Up (CY)

n/a

n/a

n/a

Fast-Track Concrete

Kost Material

Strata

Holcim

Price Delivered (CY)

\$157.00

n/a

\$174.50

Price Picked Up (CY)

n/a

n/a

n/a

Controlled Density Fill Concrete (CDF)

Kost Material

Strata

Holcim

Price Delivered (CY)

\$112.00

n/a

\$127.50

Price Picked Up (CY)

n/a

n/a

n/a

FA 2 Crushed Granite

LG Everist

Price Delivered (Ton)

\$56.35

Price Picked Up (Ton)

\$27.15

FA 2.5 Crushed Granite

LG Everist

Price Delivered (Ton)

\$54.10

Price Picked Up (Ton)

\$24.90

RECOMMENDATION:

RFP23035: I/we suggest motion to award the individual items of the Aggregate Materials, Concrete, Asphalt and Emulsified Asphalt as indicated in bold lettering above.

Respectfully submitted,



Paul Fiechtner
 Services Manager
 Fargo Public Works



(24)

PUBLIC WORKS/OPERATIONS

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

February 15, 2023

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

RE: Water Reclamation Facility Purchase of one (1) Articulated Wheel Loader. (RFP23041)

Commissioners:

On February 13, 2023 request for proposals were received for one (1) Articulated Wheel Loader. Four (4) proposals were submitted by four (4) vendors.

The results were as follows:

<u>Firm</u>	<u>Total per unit</u>
RDO Equipment Co. 244P	\$101,000.00
General Equipment and Supplies Inc. JCB 409	\$96,230.00
Butler Machinery Co. 906	\$83,390.00
Trenchers Plus Inc. AX1000	\$49,975.00

The review committee, consisting of Tom Ganje, James Hausauer and, Mathew Moltzan, evaluated the proposals and determined the proposal from Butler Machinery Co. met their needs. Their recommendation is to award to Butler Machinery Co. Funding for this project is included in the 2023 Water Reclamation Facility Budget. A 5-year lease will be procured for the full cost at the time the Articulated Wheel Loader is received.

SUGGESTED MOTION:

Approve the recommendation to purchase (1) Articulated Wheel Loader from Butler Machinery Co. for the amount of \$83,390.00.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager

Request for Proposals (RFP23041)
Articulated Wheel Loader
 2/13/23

Water Reclamation Facility
Proposal Evaluation Summary

	Butler Machinery	RDO Equipment	General Equipment	Trenchers Plus
Manufacture Model	Caterpillar 906	John Deere 244P	JCB 409	Mecalac AX1000
Unit \$	\$ 133,750.00	\$ 133,500.00	\$ 124,500.00	\$ 82,850.00
Trade in	\$ 57,000.00	\$ 35,000.00	\$ 35,000.00	\$ 37,500.00
5 year Warranty	\$ 6,640.00	\$ 2,500.00	\$ 6,730.00	\$ 4,625.00
Total	\$ 83,390.00	\$ 101,000.00	\$ 96,230.00	\$ 49,975.00
Est. Delivery	Late Fall 2023	Fall 2023	160 Days	February 2023

(25)

February 15, 2023

City Commission
225 N 4th Street N
Fargo, ND 58102

Dear Commissioners:

On November 29, 2018, a contract was signed with DoubleMap to utilize TapRide, an on-demand fixed route software that allowed The City of Fargo's Transit Department (MATBUS) to provide on-demand service to the NDSU campus and the Fargo Industrial Park. DoubleMap was purchased by the company Modaxo in 2019 and since then has been integrated with the company TransLoc. The City of Fargo's Transit Department wishes to amend the existing agreement for the purpose of transitioning to the new TransLoc software.

Recommended motion is to approve the attached addendum with TransLoc.

Sincerely,



Cole Swingen
Assistant Transit Director – Operations
City of Fargo

ADDENDUM 3

This Third Addendum to the Technology License and Service Agreement, effective as of the last date of signature (the "Effective Date") is entered into between DoubleMap ("DoubleMap" or "Assignor"), TransLoc ("Assignee" or "Company") with its principal place of business located at 4505 Emperor Blvd., Ste. #120, Durham, NC. 27703. and the City of Fargo - MATBUS, located at 650 23rd Street, North Fargo, ND 58102 ("Customer"). DoubleMap, TransLoc and City of Fargo - MATBUS are collectively referred to herein as "parties" and individually as a "party".

Recitals

WHEREAS, the parties entered into the Technology License and Service Agreement dated November 29, 2017 (the "Agreement"), for Customer to license DoubleMap's innovative transportation software and hardware and TapRide Mobile Ride-Hailing Services ("TapRide");

WHEREAS, the Agreement was amended to become effective on November 29, 2018, and to extend the Term for thirty-six (36) months ("Addendum 1");

WHEREAS, DoubleMap and TransLoc were brought under common control of a corporate parent in 2019 and since 2020, the companies have integrated operations and doing business as TransLoc;

WHEREAS, the parties wish to assign the Agreement from DoubleMap to TransLoc as of the Effective Date under the terms and conditions herein;

WHEREAS, the Customer wishes to amend the Agreement for the purpose of transitioning to the new TransLoc On-Demand platform (the "Service"); and

WHEREAS, the parties wish to further amend the Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignment

- A. Assignor hereby (i) assigns, transfers and sets over to Assignee all of its rights, title, and interest in and to the Agreement and (ii) releases Assignor from all obligations to Customer under the Agreement, which obligations shall be Assignee's obligations to Customer, as set forth in this Agreement, provided that such release shall not affect any obligations of Assignor with respect to payments or other obligations due to be performed on or prior to the Effective Date of transfer.
- B. Assignee hereby (i) represents and warrants that it has the power and authority to accept the assignment and novation and transfer of the Agreement and to execute this Agreement; and (ii) agrees to be bound by the terms of the Agreement, as amended below, to perform all of the

obligations thereunder whether incurred prior to or after the date hereof as if the Agreement had been entered into originally between Customer and Assignee.

- c. Customer, being the recipient of Services under the Agreement and party thereto, hereby acknowledges and consents to the foregoing assignment by Assignor of the Agreement and the assumption by Assignee of Assignor's duties and obligations under the Agreement.
- d. This assignment and novation shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

New or Amended Terms

1. Definitions.

- 1.1. **"Activation Date"** means when the Software is available to Go Live.
- 1.2. **"Affiliates"** means an entity that owns, is owned by, or is under common ownership with a party, in each case where ownership is direct and is greater than 50%.
- 1.3. **"Confidential Information"** means any non-public information or data whether in written, electronic, or other tangible form, or provided orally or visually, that is disclosed by or on behalf of one party (a **"Disclosing Party"**) to the other party (a **"Receiving Party"**), whether owned by the Disclosing Party or a third party, pursuant to this Agreement. Confidential Information of Customer includes, but is not limited to, Customer's financial and business information. Confidential Information of Company includes, but is not limited to, the terms of this Agreement; the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Software and the Service; the Documentation; and Company's pricing, sales, proposals, implementation, and training materials, and procedures. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a Receiving Party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the Receiving Party as shown by its written records.
- 1.4. **"Day(s)"** means calendar day(s), unless otherwise specified.
- 1.5. **"De-Identified Data"** means data that does not contain information that identifies Customer or Users.
- 1.6. **"Documentation"** means any instructional and user manuals relating to the Service, which may be amended from time to time by Company.
- 1.7. **"Equipment"** means Company's tracking hardware, antennas, cabling, wiring and other electronic components provided and installed by authorized Company

personnel on Customer's Vehicle Fleet, to allow the functioning, delivery or maintenance of the Software.

- 1.8. **"Fees"** means the Subscription Fee and cost of any equipment.
- 1.9. **"Go Live"** means the time at which the Software is available for use.
- 1.10. **"Initial Term"** means a period of three (3) years from the Activation Date.
- 1.11. **"Project Manager"** means an employee of Customer, designated to be responsible for and aware of Customer's (and if applicable, any third party brought in by Customer's) business and systems information and needs. Project Manager will be the lead point of contact for all matters involving Customer and Company.
- 1.12. **"Service"** means Company's Software and any services and deliverables identified in Exhibit B, as applicable.
- 1.13. **"Service Data"** means any data, information, content, documents, or electronic files provided to or collected by Company from either Customer or its Users during the course of their use of any component of the Service.
- 1.14. **"Software"** means (1) Company's proprietary vehicle tracking and passenger information service provided through proprietary software made available in combination with Equipment for use in the management, location, and inventory of Customer's transportation resource; and (2) any of Company's proprietary software, solutions, or technologies identified in Exhibit B of the Agreement, including but not limited to white label applications.
- 1.15. **"Term"** means the Initial Term plus any Renewal.
- 1.16. **"Users"** means the actual and prospective passengers on Customer's transit system.
- 1.17. **"Vehicle Fleet"** means the multi-passenger vehicles comprising Customer's transit system, on which the Equipment is installed in accordance with this Agreement.

2. Software, Service, and Equipment.

- 2.1. Subscription. Subject to payment of the Fees and the remaining terms and conditions of this Agreement (including, without limitation, the use requirements, restrictions and limitations described in Section 6.1), Company hereby grants to Customer a limited, revocable, non-exclusive, and non-transferable right to access and use the Software and the Documentation during the Term at the physical location of Customer as stated herein. Company will make the Documentation available to Customer in electronic form.
- 2.2. Implementation and Training.

- 2.2.1. System Information Sheet. Customer will complete the System Information Sheet no later than thirty (30) calendar days following receipt of the System Information Sheet from Company, which includes stops, routes, blocks, vehicle information, and other relevant information needed to create Customer's Service.
- 2.2.2. Pre-Installation Requirement Form. Customer will complete, if applicable, the Pre-Installation Requirement Form no later than fourteen (14) calendar days following receipt of the Pre-Installation Requirement Form from Company.
- 2.2.3. Project Management. Within five (5) calendar days of the Effective Date of the Agreement, Customer shall provide a Project Manager that Company will work with through to project completion. Company will also provide a project manager who will coordinate resources internally.
- 2.2.4. Additional Materials and Documents. Company and Customer will cooperate to ensure that all applicable forms and documents necessary for implementation of the Service are completed within a reasonable timeframe.
- 2.2.5. Definition of Service Area. Customer shall provide Company with the physical bounds of their intended Service area upon request from Company. This information can be provided either in a series of latitude and longitudes that correspond to the vertices of a contiguous shape, a radius (in miles or kilometers) from a single latitude and longitude, or a list of all the roadways and intersections that form the outer-edges of the service area.
- 2.2.6. Customer Delays. In the event Company incurs delays, additional costs or labor as a result of any act or omission of Customer, including but not limited to Customer's failure to provide information, data, or access to Customer's facilities or personnel, Customer agrees that Company may, upon prior written notice to Customer, add reasonable charges to the amounts invoiced to Customer and adjust any implementation schedule provided to Customer.
- 2.3. Vehicle Fleet administrators will receive instructional materials and training to use the Service.
- 2.4. Software, Support and Maintenance.
 - 2.4.1. Base Level Support. Company will provide email and telephone support for the Software to assist Customer personnel in using the Service and in reporting suspected deviations from the service and the associated documentation ("Errors"). Support will be provided from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday, excluding regular business

holidays. Only in the event of an emergency, Company will provide twenty-four (24) hours a day, seven (7) days a week telephone assistance.

- 2.4.2. Maintenance. Company will use reasonable efforts to correct suspected Errors when such Errors are reported to Company. Company does not warrant that all Service Errors will be corrected.
- 2.5. Equipment. Company will make available for Customer to purchase certain hardware equipment as part of the solution for integration with Company's software. Customer agrees to purchase, and hereby purchases from Company, and Company agrees to sell, and hereby sells to Customer, the Equipment.
- 2.6. Software Upgrades. Company will provide upgrades to Software ("Upgrades") that Company generally makes available to its other licensees for no additional charge. Customer acknowledges that Upgrades include only point releases that improve or maintain the stability of the Service and do not include major releases that add new functionality, which may be available for an additional fee. In the case where Company provides new features to Customer at no charge, the continued availability, performance, or usefulness of such features are not guaranteed or warranted by Company and such new features may be revoked at any time. Customer acknowledges that some newly integrated features in future releases of the Company Software may require the purchase of the appropriate hardware upon which the features depend.

If Company is no longer providing one or more Services, or in the event that a Service goes end-of-life, Company may, replace the Service in accordance with the terms of this Agreement with a functional equivalent; provided, that any such functional equivalent shall have substantially similar features and functions as the Service it is replacing and shall reasonably meet or exceed the specifications and other requirements prescribed by this Agreement for the Service, and upon such replacement in accordance with this Section, such replacement Service shall be considered a Service for the purposes of this Agreement. To the extent necessary, Company and Customer shall amend any applicable statement of work to reflect such replacement of Service.

- 2.7. Route & Map Updates. Company will add the existing stops, schedules, or routes during the initial implementation with information provided by Customer. After the initial Implementation, to ensure that updates are implemented within the requested effective date, Company request that updates be submitted two (2) weeks in advance of the desired effective date.
- 2.8. Modification of Customer's Physical Location. If Customer expands or modifies its physical location, Customer may be required to purchase additional hardware and/or Software licenses and/or services to enable the Service to function properly in the expanded, additional, or modified physical location. Such purchases shall be agreed to in writing by executing additional amendments.

- 2.9. Professional Services. Customer and Company may modify Exhibit B or enter into one or more statement of works subject to this Agreement, which may incorporate one or more service descriptions for the provision of professional services. Company will perform the professional services, subject to the fulfillment of any responsibilities and payments due from Customer, as stated in the applicable exhibit.

3. Fees and Payment.

- 3.1. Subscription Fees. The rates for the Service are identified in Exhibit A. The Subscription Fees, subject to Section 3.4 below, will commence on the Activation Date, and will continue for the Term.
- 3.2. Cost of Equipment. The cost of Equipment is identified in Exhibit A.
- 3.3. Payment, Taxes and Procedures. Company will invoice Customer for Fees. Customer shall pay Company in accordance with payment terms set forth below:
- 3.3.1. Fees are payable in U.S. dollars only and are due no later than thirty (30) days after the invoice date. Fees are nonrefundable.
- 3.3.2. Payments shall be delivered to the address indicated on the invoice, unless otherwise instructed by Company.
- 3.3.3. Late payments shall be subject to interest at the monthly rate of one percent (1%), or the maximum amount allowed by applicable law, if lower. Interest on late payments will be calculated from the date when payment becomes overdue until the date payment is received by Company. Company may suspend the Service if the Subscription Fee is not received by the due date. If Company suspends the Service for non-payment, Customer may be charged a fee for reinstatement of the Service.
- 3.3.4. Customer shall pay Company's costs of collecting amounts past due under this Agreement, including reasonable attorneys' fees.
- 3.3.5. Prices do not include applicable state and local sales, use and other taxes. Customer is responsible for such taxes or shall provide proof of tax exemption.
- 3.4. Price Increases. Company shall, upon each anniversary of the Effective Date during the Term, increase Fees six percent (6%) upon written notice to Customer.

4. Term and Termination.

- 4.1. Term. This Agreement begins on the Effective Date and will remain in effect for the Initial Term. The Agreement will automatically renew for additional successive

one (1) year periods (each a “**Renewal**”) unless Customer provides written notice to Company at least one hundred twenty (120) days before the end of the Term.

- 4.2. Termination for Breach. Either party may terminate this Agreement if the other party materially breaches any of the terms and conditions of this Agreement and it is not cured:

4.2.1. Within ten (10) days after written notice if the breach relates to payment of Fees; or

4.2.2. Within thirty (30) days after written notice for any other breach.

- 4.3. Effect of Termination or Expiration.

4.3.1. Upon termination or expiration of this Agreement for any reason, (i) the Customer’s license for Company and right to access and use the Service automatically terminates, and (ii) the Customer’s right to receive, view and/or access the Service Data automatically terminates. Termination of this Agreement does not relieve Customer of its obligation to pay monies due to Company.

4.3.2. Should this Agreement be terminated before the end of the Term, for any reason other than Company breach, Customer must pay all current, outstanding, and remaining Fees for the remainder of the Term. Fees are due no later than thirty (30) days from the effective date of termination of the Agreement.

- 4.4. Survival. The terms provided in Sections 5, 6, 7, 8, and 9 of this Agreement survive any termination or expiration of this Agreement.

5. Warranties and Disclaimer of Company.

- 5.1. Equipment Base Warranty. In the event any third party Equipment is provided to Customer hereunder, either as part of the Services or as necessary or incidental to Company’s provision of Services (including hosting services), Company shall pass through to Customer any and all representations, warranties and covenants from such third party providers, in addition to any representations, warranties and covenants provided by Company in this Agreement. Such warranties may be voided as the result of Customer’s negligence, willful misconduct, or if caused by an action under Section 5.4.

- 5.2. Professional Services Warranty. Company represents and warrants that the professional services will be performed in a workmanlike manner consistent with industry standards.

- 5.3. Exclusive Remedy. Sections 5.1 and 5.2 set forth Customer's exclusive remedy for breach of the related warranties.
- 5.4. Warranty Limitations. Company is not responsible for failure of the Service to conform to the Documentation or to provide accurate information with respect to the location, time, status, availability or existence of Customer's Vehicle Fleet if the Equipment is (i) damaged, blocked, modified, disassembled, vandalized, destroyed, or interfered with; (ii) subjected to extreme temperatures, flooding, over-voltage, electrical surges, misapplication of electrical power, or caustic chemicals; (iii) improperly installed or maintained by Customer or any third party; or (iv) used for a purpose other than as intended by Company, including but not limited to use in a configuration not recommended by Company.
- 5.5. Additional Fees. Company recommends that it installs any applicable Equipment. In the event Company has to repair, modify, or replace any component of the Equipment due to Customer's improper installation, additional fees shall incur.
- 5.6. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM TRADE USAGE OR COURSE OF DEALING. IN ADDITION, THE SERVICE DEPENDS UPON DATA BEING TRANSMITTED OVER THE INTERNET, CUSTOMER'S NETWORK, GPS SATELLITES, AND THIRD-PARTY CARRIER NETWORKS, AND AS COMPANY HAS NO CONTROL OVER THE FUNCTIONING OF THE INTERNET, THE SERVICE IS OFFERED ON AN "AS-AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.
- 5.7. Excluded Parties. Company represents that it has no knowledge that any prospective business partner, employee, subcontractor or supplier is included in the General Services Administration's (GSA's) List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- 5.8. Lobbying Disclosure Act. Company represents that it has no knowledge that any prospective business partner, employee, subcontractor or supplier is in violation of the Lobbying Disclosure Act of 1995.
- 5.9. Non-Discrimination. Company represents that it does not discriminate against any employee or applicant for employment because of race, religion, creed, national origin, age, gender, marital status, citizenship, disability, sexual orientation, veteran's status, or membership in any other protected group.

6. Warranties and Acknowledgement of Customer.

6.1. Use Requirements, Restrictions and Limitations. Customer represents that it will observe the following requirements and restrictions in connection with its access to and use of the Service:

- 6.1.1. Customer shall not reverse engineer, de-compile or disassemble the Software or Equipment, shall not attempt to access any data underlying the Software or circumvent the user interface or other technological measures put in place by Company, and shall not modify, access, download, copy, or interfere with the Equipment or its embedded software without the express consent of Company.
- 6.1.2. Customer shall not rent, sell, assign, lease, or sublicense the Service. Customer shall not use the Service in a service bureau, outsourcing or other arrangement to process or administer data on behalf of any third party.
- 6.1.3. Customer shall not knowingly access, store, or transmit via the Service any material that (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or offensive; (ii) facilitates illegal activity; (iii) is discriminatory; or (iv) causes damage or injury to any person or property.
- 6.1.4. Customer shall not violate or attempt to violate the security of Company's networks, including (i) accessing data not intended for Customer; (ii) accessing a server or account which Customer is not authorized to access; (iii) attempting to scan or test the vulnerability of a system or network or to breach security or authentication measures; or (iv) attempting to interfere with the availability or functionality of the Services, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing.
- 6.1.5. Customer shall cause each of Customer's employees, agents and independent contractors to comply with (i) the obligations set forth in this Section 6.1 and (ii) all applicable laws, rules and regulations in connection with their use of the Service.
- 6.1.6. Company reserves the right, without liability to Customer, to disable Customer's or a User's access to the Service for breach of this Section 6.1.

6.2. Customer acknowledges and agrees:

- 6.2.1. That the Service is an information tool only and is not a substitute for competent management and oversight of Customer's Vehicle Fleet, transportation system, and personnel;

- 6.2.2. That the Service depends upon data being transmitted over the internet, Customer's network, GPS satellites, and third-party carrier networks, and that, Company has no control over the functioning of the internet, Customer's network, GPS satellites, or the network of a carrier; and
 - 6.2.3. That Customer alone is responsible for acquiring and maintaining Customer's Vehicle Fleet, Customer's network, Customer's internet access, and the rest of Customer's physical and technological infrastructure.
 - 6.2.4. That Customer's cooperation is required for the timely delivery of the Service, and, as a result, Customer will promptly respond to Company's requests and inquires and cause its Project Manager (or any applicable representative) to cooperate with Company, in good faith, to complete the implementation of the Service and troubleshoot any issues with the Service.
- 6.3. International Roaming. The Equipment may transmit and receive data without user intervention and, as a result, will generate international roaming charges when it is taken out of the United States. Customer alone is responsible for roaming charges.

7. Confidentiality and Ownership.

- 7.1. Intellectual Property. Company is the sole and exclusive owner of all rights, title and interest in and to the Service, including all updates, modifications, customizations, enhancements and other derivative works thereof (collectively "**Derivative Works**"), and in any and all copyrights, patents, trademarks, trade secrets and other proprietary and/or intellectual property rights therein or thereto. To the extent any Derivative Work is developed by Company based upon ideas or suggestions submitted by Customer to Company, Customer hereby irrevocably assigns all rights to modify or enhance the Service using such ideas or suggestions or joint contributions to Company, together with all copyrights, patents, trademarks, trade secrets, and other proprietary and/or intellectual property rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Customer (or to any party claiming through Customer) any rights in or to the Service, other than the rights expressly granted in Section 2.1.
- 7.2. Trademarks. Customer hereby consents to use of Customer's name and/or logo a) on Company's website in order to direct end-users to the public-facing aspects of the Service; b) to create a Customer-specific public-facing website hosted by Company where Users may access the Service; and, c) in the event Company's white label application is included as part of the Service, to create a Customer-branded application.
- 7.3. Ownership of Data. Customer acknowledges and agrees that, as between Customer and Company, Company retains all ownership right, title and interest in and to all Service Data, including all copyrights, patents, trademarks, trade secrets, and other proprietary and/or intellectual property rights therein or thereto. Company may

analyze and compile Service Data for the purpose of creating De-Identified Data. Company may use the De-Identified Data without restriction and may combine the De-Identified Data with data from other sources to create aggregate statistical data.

7.4. Nondisclosure.

7.4.1. A Receiving Party (a) shall hold the Disclosing Party's Confidential Information in strict confidence and will use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care; and (b) except as expressly authorized by this Agreement, shall not, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party as required by law or court order. In such event, the Receiving Party shall (i) use its best efforts to inform the Disclosing Party before any such required disclosure, and (ii) provide reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.4.2. The Customer shall limit access to the password-protected portions of the Service and any Equipment to Customer's employees who have a legitimate need to access the Service and Equipment.

7.4.3. Upon the termination or expiration of this Agreement, or upon the request of the Disclosing Party, the Receiving Party will return to the Disclosing Party all the Confidential Information delivered or disclosed to the Receiving Party, together with all copies in existence thereof at any time made by the Receiving Party.

7.4.4. If Customer receives a public record request for Confidential Information, Customer shall notify Company and Company shall, within fifteen (15) business days (or within the maximum period allowed by applicable law), notify Customer whether it desires for the Confidential Information to be withheld, and provide a legal basis under the applicable Public Records Act for withholding the Confidential Information. If Customer withholds the Confidential Information pursuant to Company's request, Company shall indemnify and defend Customer from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs. If Company fails to notify Customer within the time specified or to provide a legal basis for withholding of the Confidential Information, Company agrees that Customer shall be entitled to release and disclose the Confidential Information.

7.5. Remedies. Each party acknowledges and agrees that any violation of this Article 7 (Confidentiality and Ownership) may cause irreparable injury to the other party for

which there would be no adequate remedy at law and, therefore, such other party shall be entitled to preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that the parties may have at law or in equity.

8. Indemnity and Liability.

8.1. Customer Indemnity. Only to the extent permitted by law, Customer shall indemnify and hold Company and its Affiliates and their respective officers, directors, shareholders, employees, agents, successors and assigns harmless from any and all claims that relate to Customer's or Users' use of or reliance upon the Service or Customer's failure to properly maintain (or to request maintenance of) the Equipment, except any claims for which Company Indemnifies Customer as described in Section 8.2.

8.2. Company Intellectual Property Infringement Protection.

8.2.1. If a third party claims that the Service provided to Customer by Company under this agreement infringes that party's United States patent or copyright, Company shall defend Customer and Customer's Affiliates against that claim and shall pay any losses, liabilities, damages, judgments, awards, expenses, and costs, including reasonable attorneys' fees that a court finally awards against Customer, provided that Customer (i) promptly notifies Company of the claim and (ii) permits Company to control and cooperates with Company in the defense and any related settlement negotiations. Customer may participate, at Customer's own expense, in the defense of such claim.

8.2.2. If any part of the Service is, or in Company's reasonable judgment may become, the subject of any such proceeding Company may, at its expense and option, do one of the following: (i) procure for Customer the necessary right to continue using the Service and Equipment; (ii) replace or modify the infringing portion of the Service or Equipment with a functionally equivalent non-infringing item or portion thereof, or (iii) if none of the foregoing are commercially reasonable, terminate Customer's right to use the Service or the affected portion thereof, and refund to Customer an amount equal to the prepaid Subscription Fee or the affected portion thereof and the cost of any equipment, less amortization for its use on a straight line basis over a period of five (5) years from the Effective Date. The preceding sets forth Company's only obligations and Customer's sole and exclusive remedies with respect to infringement or misappropriation of intellectual property rights.

8.2.3. Company will not be liable hereunder for any claim of infringement that is based upon (i) the combination of the Service, or any part of the Service, or

the Equipment with any product, software, hardware, machine, or device which is not provided by Company or identified by Company in its specifications as necessary to operate the Service, (ii) any modification of the Service or Equipment by a party other than Company, or (iii) the use of a version of the Service other than a current, unaltered release of the Service if such infringement would have been avoided by the use of a current, unaltered release.

- 8.3. Limitation of Liability. EXCEPT WITH RESPECT TO CLAIMS ARISING FROM OR RELATING TO (i) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY OR (ii) DAMAGES ARISING FROM OR RELATING TO BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY COMPANY IN THE PERFORMANCE OF SERVICES UNDER THE AGREEMENT: NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST PROFITS OR LOSS OF DATA OR BUSINESS INTERRUPTION), WHETHER ARISING FROM NEGLIGENCE, ERRORS, OR FAILURE OF PERFORMANCE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS SHALL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.
- 8.4. Damages. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER OR CUSTOMER'S AFFILIATE IN THE SIX (6) MONTH PERIOD PRECEDING THE ACT GIVING RISE TO THE CLAIM FOR DAMAGES.

9. General Provisions.

- 9.1. Notices. Any notice permitted or required under this Agreement may be delivered in person, by registered or certified mail (postage prepaid), by recognized overnight delivery service, or by e-mail to the party's address identified below (or other address designated by a party by written notice that conforms to this section). Notice will be deemed effective upon personal delivery, on the day after deposit for overnight delivery, three days after deposit by registered or certified mail, upon receipt if by email, when receipt is acknowledged by the receiving party.

If to Company:	If to Customer:
TransLoc, Inc. 4505 Emperor Blvd, Ste 120 Durham, NC 27703	MATBUS Attn: Cole Swingen 650 23 rd Street

	N Fargo, ND. 58102 Email: cswingen@fargond.gov
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- 9.2. Compliance with Laws. Each party will comply with all applicable federal, state and local laws, ordinances, rules and regulations relating to the performance and use of the Service as set forth in this Agreement.
- 9.3. Ineligibility. Company will not knowingly contract with, purchase from, employ, sub-contract with or carry on business in any form with any person or entity that is officially listed as excluded, debarred, declared ineligible, suspended or otherwise ineligible for participation in any Federal or State program.
- 9.4. Assignment. Neither party may assign or otherwise transfer any of the rights and obligations arising out of this Agreement without the prior written consent of the other party, except in connection with the sale or transfer of all or substantially all of such party's business, whether by merger, sale or otherwise. Notwithstanding the foregoing, however, Customer's consent shall not be required for assignments of this Agreement in whole or in part that result from a merger or acquisition, provided the contract is assigned to an affiliate of Company or an entity under common control with Company or Company's corporate parent.
- 9.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the state where the Customer is physically located as stated in this Agreement, without reference to any choice of law principles of such state, and will not be construed in accordance with or governed by the United Nations Convention for International Sales of Goods.
- 9.6. Arbitration. Any controversy or claim arising out of or relating to this Agreement, with the exception of injunctive relief sought by either party, may be submitted to arbitration before an arbitrator agreed upon by the parties, or, if the parties cannot agree upon an arbitrator within thirty (30) days, to an arbitrator selected by the American Arbitration Association. Arbitration shall occur in the capital of the state specified in Section 9.5. The arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrators may award attorneys' fees and costs as part of the award. The award of the arbitrators shall be binding and may be entered as a judgment in any court of competent jurisdiction.
- 9.7. Force Majeure. Except for payment obligations, neither party will be liable or responsible for any failure or delay in the performance of its obligations due to causes beyond the reasonable control of the party affected or its subcontractors or suppliers, including but not limited to war, sabotage, insurrection, epidemics, earthquakes, terrorism, riot or other act of civil disobedience, strikes or other labor shortages, accident, fire, explosion, flood, hurricane, severe weather or act of God. The obligations of the party suffering from the force majeure event will be suspended for the duration of the force majeure.

- 9.8. Integration. This Agreement, together with the exhibits, constitutes the final and exclusive agreement between the parties as to the matters described in it. This Agreement supersedes all prior proposals, negotiations, conversations, discussions, understandings, representations, or agreements between the parties concerning its subject matter. Without limiting the generality of the foregoing, Company will not be bound by any standard or printed or referenced terms produced by Customer, including but not limited to terms included or referenced in any of Customer's purchase orders. In the case of disagreement in the terms and conditions between this Agreement and any of its Exhibits, this Agreement shall control.
- 9.9. Amendment and Waiver. This Agreement may only be modified in writing signed by both parties and identifying the provision of the Agreement that is to be amended. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either party of any right or remedy whether under this Agreement or otherwise shall be effective unless in writing.
- 9.10. Severability. If any term, provision or condition of this Agreement is held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 9.11. Promotion Rights. No public statements concerning the existence or terms of this Agreement will be made or released to any media except with the prior approval of both parties or as required by law. With Customer's prior approval, approval of which will not be unreasonably withheld by the Customer, Company may publicize its relationship with Customer for marketing and promotion purposes, which may include issuing a press release, mentioning the relationship on the Company website (in each case by disclosing Customer's name, general information and/or a link to Customer's website), and/or list Customer as a user of the Service.
- 9.12. Relationship. In making and performing this Agreement, Company and Customer act and shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between Company and Customer.
- 9.13. Document. Each party acknowledges and represents that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. Neither this Agreement nor any of the matters set forth herein or in the schedules will be construed against either party by reason of the drafting or preparation thereof. This Agreement may be signed in any number of counterparts, each of which will be deemed an original and all of which, taken together, shall be deemed one and the same document, and may be executed by means of signatures transmitted by facsimile or by other electronic means. Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

The parties have caused this Agreement to be executed by and through their duly authorized representatives as of the Effective Date.

TransLoc, Inc.

DocuSigned by:

By: Rich Antoine
5DB588E2B16B499...

City of Fargo - MATBUS

By: _____

Name: Rich Antoine _____

Name: _____

Title: General Manager _____

Title: _____

Date: 1/24/2023 _____

Date: _____

EXHIBIT A: SCHEDULE OF SERVICES, SOFTWARE, AND EQUIPMENT

This Exhibit A incorporates the terms of the Technology License and Service Agreement between Company and Customer.

1. Fees and Costs:



4505 Emperor Blvd #120
Durham, NC 27703

*Price remain firm for 60 days

Pricing Exhibit - Confidential

DATE: November 14, 2022

TO: Cole Swingen

City of Fargo/MATBUS

cswingen@fargond.gov

Notes	Type	Item	Item Description	Qty	Unit Price	Capital	Subscription
			<u>OnDemand - Subscription</u>				
b.	**	S-122	Subscription - OnDemand	2	\$ 5,400.00		\$ 10,800.00
		S-113	Subscription - Data Plan (OnDemand)	1	Included		
		--	Mobile App (iOS & Android) & Administrative Platforms	1	Included		
		--	Support & Ongoing Training	1	Included		
		--	Data & Cloud Hosting	1	Included		
			<u>On-Site & Virtual Trainings</u>				
		P-132	Prof Svcs - Training Workshop Virtual (OnDemand)	1	\$ 875.00	\$ 875.00	
			<u>Shipping Costs</u>				
		H-156	Shipping Charge	0	Included		

Notes

- a. Includes: all necessary cabling & hardware
- b. Includes: Support, Server Hosting & Licensing
- x. Hardware Invoiced upon shipment. Invoicing of remaining capital costs at the delivery of
- ** Subscription Invoiced post go-live date

Billing Frequency:	--
Payment Terms:	Net 30
Quote Summary	
First Year Capital	\$ 875.00
First Year Subscription	\$ 10,800.00
Total for First Year	\$ 11,675.00
Total Capital	\$ 875.00
Total Subscription - 3 Years	\$ 32,400.00
Total for Contract	\$ 33,275.00

*All applicable sales/use tax are additional

2. Reinstallation or Additional Equipment Installation Fees:

If needed, Company will uninstall Equipment and Software from a vehicle and reinstall in a different vehicle, or install additional Equipment. There is an hourly labor fee per Equipment that is reinstalled or newly installed, reimbursed travel costs, and if new Equipment, Equipment fee as stated above. Only Company is authorized to uninstall, install, and/or reinstall Equipment.

3. Spare Equipment:

Spare Equipment is not included in the fees above. If desired, Customer can purchase spare Equipment to minimize downtime in the event that Equipment needs to be repaired or replaced.

EXHIBIT B: SCOPE OF WORK

On-Demand Services (2 vehicles)

Rider Application (Mobile)

- Point to point
- Accessibility designation
- Status alerts
- WCAG 2.0 AA compliant for accessibility
- Contactless Payments through Token or Stripe
- Stored payments for easy ticket purchases
- ETA for pickup
- Available information:
 - Pre-request estimated drop-off window
 - Post-request live pickup arrival time
 - Post-request notification when next pickup
 - Post-request display of assigned vehicle location after scheduled
- Multi-language capabilities
 - English
 - Spanish
 - Simplified Chinese

Dispatch

- **Book a ride**
 - Rider information
 - No account: Name, Phone number (for messages)
 - Has account: Rider email associated with the account
 - Service selection
 - Pickup address
 - Dropoff address
 - Request time
 - ASAP, Future, Recurring
 - Vehicle details
 - Wheelchair
 - Total passengers
 - Driver note (if applicable)
- **Dispatch dashboard**
 - View rides by category (in progress, needs attention, upcoming, complete)
 - Display (toggle) service Regions on map
 - Display active Vehicles and rides on map
 - Manage Vehicle pause and status

User Management

- Authentication Methods
 - Email
- Rider Login
 - Account creation through Mobile application
 - Login through Mobile application
 - Login through web ride-request application
- Driver Login
 - Login through Driver application
 - Account creation by administrator

- Admin Login
 - Login through administrative/dispatch web application
 - Credentials for dispatcher—with permissions to manage ride requests and view services, rides, and reports—and credentials for administrator—with dispatcher permissions plus ability to manage and create services, vehicles, and users

Reporting:

- Reports are viewable within the admin dashboard with chart and graphical depiction
- Downloadable as .csv and .xls
 - Rides by Status
 - Rides by Source
 - Rides by Hour
 - Ride Duration
 - Ride Wait Time
 - Total Passengers
 - Vehicle Mileage
 - Total Mileage
 - Fare Payment (graphical depiction and downloadable as .csv only)
 - Operator Metrics (graphical depiction and downloadable as .csv only)
 - Tables with information about active time and rides served per driver shift
 - Itemized rides per driver shift
 - Performance Metrics (graphical depiction and .csv only)
 - Origins & Destinations (graphical depiction only)
 - NTD Export (downloadable as .csv only)

Rides Tab: origin/destination, cancellations, request accommodations, rider information, etc.

- **Single and Recurring Rides**
 - Filter by status (pending approval, requested, on vehicle, complete, canceled, no show, denied)
 - Display:
 - Name and/or Username of the rider
 - Origin & Destination of the ride request
 - Pickup Time & Date
 - Ride Status
 - If dispatcher approval is required, Dispatch or Admin can disallow a rider from submitting a ride request due to behavior problems, rider history of no shows, etc.
 - Rides with the status of Needs Approval will have a Cancel button that allows the Administrator to cancel the ride from the gridview.

- Single Rides Download Available (.csv)

Services:

- **Creating new services**
 - Service schedule is for a specific combination of addresses or regions from "Resources"
 - Name of service
 - Selectable color for service boundary
 - Service schedule restrictions & regulations
 - Active time range, days of week, date range

- Assigned vehicles (assign/unassign to service)
 - Ability for vehicles to operate on multiple services
- Selectable business rules
 - Future ride scheduling (configurable settings)
 - Recurring ride scheduling
 - Ability to restrict to list of riders
 - Ability to restrict to SSO users
 - Requires the Shibboleth affiliation for riders & staff
 - "Student@unc.edu" "Staff@ncsu.edu"
 - Ability to require dispatch approval for ride requests
 - Ability to require fare payment
 - Set fare amount
- Service exceptions
 - Add or remove
 - Selectable date & time range
 - Custom message section for rider viewing when service is unavailable
- **Existing services**
 - Ability to edit Service Schedules, Business Rules, and Service Exceptions (as above)
 - Archive Services

Resources:

- **Settings**
 - Service message
 - Message appears in web portal view when service is unavailable or not running
 - Adjustment of agency primary latitude & longitude
 - Contact information to display to riders (Phone & Email)
 - Fare Payment Support
- **Dispatching Method**
 - Scheduler
 - AutoAssignment
- **Addresses**
 - Add/Edit stop locations
- **Devices**
 - Device ID
 - Hardware version
 - Software version
 - Application name & version
 - Timestamp of last usage
- **Regions**
 - Unlimited service boundaries, customizable by name
- **Users**
 - Unlimited user accounts
- **Vehicles**
 - Vehicle status, capacity, customizable name and selectable color
 - Accommodation for accessibility: Wheelchair

Driver Application

- iOS/Android application downloadable from Apple App Store and Google Play.
- Vehicle Selection
- Vehicle Status Management (start/stop receiving rides)

- Turn by Turn Navigation & Map Interface
 - Voice enunciated directions
- Rider Management
 - Pick-Up location
 - Drop-Off location
 - Edit Rider Information
 - Number of riders
 - No-show
 - Walk-Up Riders
- Alerts and Voice Enunciation
 - Banner alerts on driver tablet
 - Audio alerts tied to service triggers
 - Destination change
 - Cancellation
 - Waiting for new ride assignment
 - Vehicle on break
 - Vehicle back in service post break
- Fare Payment
 - Fare Paid
 - Fare Owed (Amount Displayed)
 - Walk Up Fares
- **Hardware (2 Vehicles)**
 - To be provided by client
 - Compatible Tablets:
 - Apple: iOS v12 supported devices:
 - iPad Pro (9.7-inch, 10.5-inch, 11-inch, or 12.9-inch)
 - iPad Air 2
 - iPad Air
 - iPad 6th generation
 - iPad 5th generation
 - iPad mini 4
 - iPad mini 3
 - iPad mini 2
 - Android:
 - Samsung Galaxy Tab Active2
 - Samsung Galaxy Tab S4
 - Samsung Galaxy Tab S6
 - Samsung Galaxy Tab A
- Data
 - To be provided by client
 - Recommended 4 GB per device/per month - Verizon



(26)

MATBUS

650 23rd Street North
Fargo, ND 58102-4100
Phone: 701.241.8140
Fax: 701.241.8558
Online: matbus.com

go green  ride with us!

February 21, 2023

Board of City Commissioners
Fargo City Hall
225 4th St N
Fargo, ND 58102

Dear Commissioners:

The City of Fargo took part in a joint procurement through the Duluth Transit Authority in 2020. Since then, there have been delays in ordering buses and negotiating pricing. A Force Majeure clause in the contract was exercised by New Flyer in 2022, resulting in a 20% increase in bus prices. The attached proposal outlines the pricing of the new fixed route buses to be at \$595,000 per bus. This amount is above what was budgeted for these buses. We currently have existing grants through NDDOT and FTA that fund nine (9) replacement buses at \$575,000 per bus. We will work with New Flyer to remove options and amenities on the bus to get down to our budgeted cost of \$575,000 per bus. A contract with the final bus price will be brought back to the commission for approval before a purchase order is issued.

Recommended Action: Approve the award of the bus purchase to New Flyer and issue a notice to proceed to finalize pricing and a contract.

Sincerely,



Jordan Smith
Assistant Transit Director

For Schedule Information: 701.232.7500



Fargo-Moorhead metro

Metro Area Transit (MATBUS) Fargo

**Option Proposal for Ten
(10) 35' Heavy-Duty Diesel
Transit Buses**

NEW FLYER OF AMERICA



February 15, 2023

Jordan Smith
Assistant Transit Director – Fleet and Facilities
jmsmith@fargond.gov
MATBUS
650 23rd St N
Fargo, ND 58102

Subject: **Quotation for Ten (10) 35' Heavy-Duty Diesel Transit Buses.**

Dear Jordan,

New Flyer of America Inc. (New Flyer) is pleased to submit an option price quotation for the production and delivery of Ten (10) 35' Heavy-Duty Diesel Transit buses based on New Flyer's contract with Duluth Transit Authority.

The proposed buses are technically configured the same our recently proposed 35' bus to MATBUS City of Moorhead. Any changes to the specification can be negotiated and discussed at the future preproduction meeting.

Proposed bus price is as follows:

- The price for XD35 buses is **\$594,424.18/bus.**

Following is a list of some of the key elements of our proposal:

Warranty: New Flyer exceeds industry standard warranties in many areas such as 5 year / 300,000 miles warranty for axle (Standard warranty is 2 years) and our multiplex warranty is 3 years/150,000 miles (Standard competitor warranty is 1 year/50,000 miles). Extended warranty items can be purchased outside of the base bus price. Please refer to Section 3 of our proposal for information regarding our warranty proposal.

Publications: Our New Flyer Publications professionals combine extensive, hands-on technical experience with exceptional writing, illustrating and publishing skills to create the industry's benchmark in maintenance manuals. Supplying accurate information in a timely manner assists the customer in the performance of proper bus maintenance, which in turn, adds to the overall reliability and lifetime value of each New Flyer bus on the road. Please refer to Section 4 of our proposal for details.

Training: New Flyer Training is an organization within the New Flyer Customer Services group – a division of New Flyer Industries. As a part of the leading manufacturer of heavy-duty transit buses in the United States and Canada, we have access to top design, engineering, propulsion technology and electrical systems professionals. This enables us to offer the service and expertise to maximize the lifetime value of your fleet. Please refer to Section 5 of our proposal for our training proposal details.

Built to **RELY ON.**



Tooling and Diagnostics: Please refer to section 6 of our proposal for our Tooling and Diagnostic proposal package.

Delivery Proposal: New Flyer is proposing a complete delivery by Q2 of 2024 based on the receipt of a valid purchase order within 30 days of this submission. Final delivery schedule can be determined at a future preproduction meeting.

Payment Terms: Following the terms and conditions of New Flyer's contract with Duluth Transit Authority (DTA) our proposed payment terms are as follows:

- Payment terms are Net 30 days.
- Acceptance is within 15 days of delivery.

This is a very important project to New Flyer as it allows us the opportunity to continue to build on our strong relationship with MATBUS Fargo and deliver to you – once again - some of the most advanced transit buses available in North America.

We thank you for your interest in New Flyer products and look forward to working with you on this project.

The quotation is open for acceptance for thirty (30) days. Please indicate your acceptance by providing a Purchase Order to New Flyer, attention Stephanie Laubenstein, Director, Sales & Business Development by email at: stephanie_laubenstein@newflyer.com. For direct questions pertaining to the Option Proposal, please contact Barry Karlenzig Technical Sales Manager at barry_karlenzig@newflyer.com.

Sincerely,

Barry Karlenzig
Technical Sales Manager
C 204.590.8394
barry_karlenzig@newflyer.com

CC: Rex Colorado – Regional Sales Manager
Palmer Anderson – Technical Sales Analyst

Metro Area Transit (MATBUS) Fargo
Option for Ten (10) XD35 Transit Buses

Section 1 – Price Change Summary

New Flyer Response:

Attached is our Price Change Summary. Please indicate your acceptance by providing a Purchase Order to New Flyer, attention Stephanie Laubenstein, Director, Sales & Business Development by email at: stephanie_laubenstein@newflyer.com.



Price Change Summary

Property:	MATBUS (Fargo)
Option Origin:	20-130
Sales Release No.:	SR2384
Quantity:	10
Type:	XD35
Price Change No.:	1
Revision:	M
Date:	25-Jan-23

	Each	Total
Original Contract Price Base Coach	\$ 453,194.00	\$ 4,531,940.00
Base Bus Price Change Total	\$ 141,230.18	\$ 1,412,301.80
Contract Spares Base Bus Price Change Total	\$ -	\$ -
Revised Price Base Bus (including ADA & delivery)	\$ 594,424.18	\$ 5,944,241.80
Original Contract Price for Contract Spares (If priced separately)		\$ -
Contract Spares Changes (Priced Separately) Total	\$ -	\$ -
Revised Contract Spares Priced Separately		\$ -
Original Contract Price for Miscellaneous (If priced separately)		\$ -
Miscellaneous Price Change Total	\$ -	\$ -
Revised Miscellaneous Priced Separately		\$ -
Original Total Contract Price		\$ 4,531,940.00
Total Contract Price Changes		\$ 1,412,301.80
Revised Total Contract Price		\$ 5,944,241.80

Authorized Signatures:

New Flyer Authorization:

Signature: _____

Title: _____

Date: _____

Property Authorization:

Signature: _____

Title: _____

Date: _____

Section 2 – Price Change Detail

New Flyer Response:

Attached is our Price Change Details sheet. This sheet includes all price changes that are required from the base bus to the proposed configuration as requested.

Price Change Detail

Property:	MATBUS (Farjo)
Option Origin:	20-130
Series Release No.:	SR2384
Quantity:	10
Bus Type:	XD35

Price per coach	Option No.	Option Group	SRCH No.	Description	Total
Price Change					
Blank					
Blank					
	204	Suspension Rear		Change Cummins 2021 EPA Engine Change	10,348.13
	205	Tires		Change 2021 EPA engine to Cummins 2021 EPA engine	18,709.59
	206	Tires		Change Rear Air Oil from 100 gallons to 125 gallons	1,873.20
	207	Tires		Change front from Fraxion CR142 to 305/65R22.5, Michelin X-Hely Z (65 mph). As per Duham contract (Pricing proposal).	3,873.20
	208	Engine (Oil)		Change wheels from White powdercoat to Alcoa 23.5 x 8.25" aluminum. Polished Drumlighter. As per Duham contract (Pricing proposal).	1,831.90
	209	Engine (Oil)		Change 2021 EPA engine to Cummins 2021 EPA engine	1,873.20
	210	Engine		Change 2021 EPA engine to Cummins 2021 EPA engine	1,873.20
	211	Engine		Change 2021 EPA engine to Cummins 2021 EPA engine	1,873.20
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Section 3 – Warranty

New Flyer Response:

Please refer to the attached details regarding our Warranty proposal.



NEW FLYER OF AMERICA

CONTRACT DELIVERABLES LIST		Warranty		
CUSTOMER NAME		Metro Area Transit		
BID NUMBER		2022-046		
BUS MODEL		XD35		
QUANTITY		10		
MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Base Bus Warranty	New Flyer of America	1	50,000	Excluding scheduled maintenance items, acts of nature, or normal consumables
Basic Bus Structure	New Flyer of America	3	150,000	Body, and body structure shall consist of the components that are mechanically fastened or adhesively bonded or glued as part of the structure.
Chassis Structure (Integrity)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance due to non corrosion related failures.
Chassis Structure (Corrosion)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The corrosion guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless New Flyer approved preventative measures are taken. The warranty shall be void if the Agency fails to conduct corrosion inspections and scheduled preventive maintenance procedures as specified in the Contractor's maintenance manuals. The Agency shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.
Chassis Structure (Corrosion Maintenance Package)	New Flyer of America	12	500,000	The Contractor shall inspect the vehicles at three years, six years and nine years and provide the owner with all material(s) needed to maintain this warranty.
Engine	Cummins	5	300,000	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Transmission	Allison	2	Unlimited	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Axle (Front and Rear)	MAN	5	300,000	Excluding maintenance items & items that are not covered by the OEM's warranty. All friction materials are excluded from this limited warranty. Wear and third party items supplied with the axle (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document.
A/C	Thermo King	2	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Brake System	New Flyer of America	2	100,000	Friction Material Excluded
Destination Signs	Twin Vision	6	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Door Systems	Vapor	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
Air Compressor	Cummins	2	Unlimited	
Wheelchair Ramp	Lift-U	2	100,000	
Electrical System	Parker	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
LED Headlights	J.W.Speaker	6	Unlimited	Warranty covers parts only after first year
Air Dryer	Bendix	2	100,000	
Alternator	EMP	2	100,000	
Charge Air Cooler	EMP	3	150,000	
Cooling System	EMP	3	150,000	Some limitations and exclusions may apply - Please see manufacturer's warranty document.



NEW FLYER OF AMERICA

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Emission Control System	Cummins	5	100,000	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility for Cummins components. Warranty includes Particulate Filter, DEF Components and Aftertreatment devices which should be submitted direct to New Flyer.
Fire Suppression System	Amerex	3	Unlimited	
Hydraulic System	New Flyer of America	2	100,000	
Starter	New Flyer of America	2	100,000	
Transmission Oil Cooler	New Flyer of America	2	100,000	
Electric Cooling Fans	EMP	3	150,000	
Surveillance System (Digital Video Recording)	SafeFleet	2	100,000	
Decals	New Flyer of America	2	100,000	
Towing	New Flyer of America	Component Warranty Period	Unlimited	
Handling (15%)	New Flyer of America	Component Warranty Period	Unlimited	
Road Call	New Flyer of America	Component Warranty Period	Unlimited	
Tires	New Flyer of America	2	24,000	New Flyer Industries Limited warrants the tires installed as original equipment on this vehicle only against defects in materials and workmanship which cause the vehicle to fail to comply with applicable U.S. and Canadian greenhouse gas emission limits ("Warrantable Emissions Failures"). This vehicle emissions limited express warranty relating to original equipment tires is valid for two (2) years or 24,000 miles whichever occurs first.
Greenhouse Gas Emissions-Related Warranty (Idle Reduction Systems)	New Flyer of America	5	100,000	Aluminum Wheels, Emissions-related warranty on Neutral-Idle or Start/Stop idle reduction systems, as defined by the U.S. EPA (not including Allison Standard FuelSense 2.0, Restricted Neutral-at-Stop (RAS), and "Auto-Neutral" functions)

Section 4 – Publications

New Flyer Response:

Please refer to the attached details regarding our Publications proposal.

PUBLICATIONS DELIVERABLES PROPOSAL		PUBLICATIONS rev a. April 22, 2022		
PRIMARY CUSTOMER NAME		Metro Area Transit Fargo		
PUBLICATIONS CUSTOMER NAME		Metro Area Transit - Fargo		
BID NUMBER		2022-046 (Based off 20-130)		
BUS MODEL		XD35		
QUANTITY		10		
New Flyer Standard Bus Publications		This is for one XD35 Option Build of 1 Bus Only		
DESCRIPTION	QTY	CUSTOMER DELIVERY	UPDATES (years)	COMMENTS
Emergency Responder Guide (8.5x11 laminated paper)	5	With First Bus Delivery	6	Emergency information to be on board each bus
Operator's Guide (8.5x11 3-hole)	1	With First Bus Delivery	6	5 per bus
Bus Electrical Schematics (11x17 regular paper stapled)	1	With First Bus Delivery	6	
Parts Manual	1	30 Business days After Last Bus Delivery	12	
Service Manual	1	30 Business days After Last Bus Delivery	6	
Bus System Drawings Manual (11x17 3-hole regular paper includes air, electr, hydraulic, cooling, PLC HVAC layouts and schematics)	1	30 Business days After Last Bus Delivery	6	
TIV USB	1	30 Business days After Last Bus Delivery	6	USB Includes only NF Manuals plus OEM manuals below identified with "**"
OEM Supplier Publications		This is for one XD35 Option Build of 1 Bus Only		
DESCRIPTION	QTY	CUSTOMER DELIVERY	UPDATES (years)	COMMENTS
Cummins L9 (CM2350) Engine OEM Vendor Manual Set (Includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		Parts info only available via Cummins website https://parts.cummins.com/esn-entry/main
Fault Code Troubleshooting Manual (Vol 1 - 6)	1	"	N/A	
Service Manual (Vol 1 - 2)	1	"	N/A	
Operation & Maintenance Manual	1	"	N/A	
Owners Manual	1	"	N/A	
ALLISON TRANSMISSION B500 OEM Manual Set (Includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Service Manual - Gen 4/5	1	"	N/A	*
Parts Manual - Gen 4/5	1	"	N/A	*
Quick Tech Troubleshooting Guide - Gen 4/5	1	"	N/A	*
Troubleshooting Manual - Gen 5	1	"	N/A	*
Principle of Operations - Gen 5	1	"	N/A	*
Mechanics Tips - Gen 5	1	"	N/A	*
Operator's Manuals - Gen 5	1	"	N/A	*
Thermo King HVAC OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Unit Operation & Maintenance Manual	1	"	N/A	*
Intelligence III Controls Diagnostic Manual	1	"	N/A	*
EMP Cooling System OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
MH4 Cooler Service Manual	1	"	N/A	*
MH4 Cooler Troubleshooting Manual	1	"	N/A	*
Valeo Aux Coolant Heater System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Thermo Plus 300 Workshop Manual	1	"	N/A	*
WABCO ABS System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
ABS Maintenance Manual	1	"	N/A	*
Twin Vision Destination Sign OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Operation & Maintenance Manual	1	"	N/A	*
SafeFleet Surveillance System OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
MobileView User Manual	1	"	N/A	*
Amerex FSS System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
System Operation and Maintenance Manual	1	"	N/A	*
Modular Controller Operations and Maintenance Manual	1	"	N/A	*
Vansco Multiplexing System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Hardware User Guides	1	"	N/A	*
Software User Guides	1	"	N/A	*

Section 5 – Training

New Flyer Response:

Please refer to the attached details regarding our Training proposal. Per the base contract, Training is not included in the bus price.

CONTRACT DELIVERABLES LIST		CUSTOMER TRAINING			
CUSTOMER NAME		Fargo			
BID/OPTION/SR NUMBER		22-046			
TECHNICAL SUMMARY		Rev Draft 2			
BUS MODEL		XD35			
QUANTITY		10			
New Flyer Supplied Training					
DESCRIPTION	COMMENTS	QTY HRS.	TOTAL SELLING PRICE AT BID	REQUIREMENT	BILLABLE: Y/N
Operator Orientation		4	\$986.85	Recommended	Y
Maintenance Orientation		4	\$986.85	Recommended	Y
Multiplex System		24	\$5,921.10	Recommended	Y
Entrance & Exit Doors		4	\$986.85	Recommended	Y
Wheelchair Ramp		4	\$986.85	Recommended	Y
Brake Systems and Axles		16	\$3,947.40	Recommended	Y
Air System and ABS		8	\$1,973.70	Recommended	Y
Suspension and Steering		8	\$1,973.70	Recommended	Y
Electric Fan Drive		4	\$986.85	Recommended	Y
Coolant Loop Fill Procedure		4	\$986.85	Recommended	Y
Towing		4	\$986.85	Recommended	Y
Body and Structure		4	\$986.85	Recommended	Y
Sub Total - New Flyer Training					Y
OEM/Subcontractor Supplied Training					
DESCRIPTION	COMMENTS	QTY HRS.	TOTAL SELLING PRICE AT BID		
Engine Maintenance		16	\$7,020.00	Recommended	Y
Transmission Maintenance		16	\$7,020.00	Recommended	Y
HVAC Maintenance		8	\$4,050.00	Recommended	Y
Fire Suppression		8	\$2,700.00	Recommended	Y
Destination Sign		8	\$2,700.00	Recommended	Y
Sub Total - OEM/Subcontractor Training					
Training Total (priced separate from the bus price)					Y

Sales Specialist
New Flyer

Section 6 – Tooling and Diagnostics

New Flyer Response:

Please refer to the attached details regarding our Tooling & Diagnostics proposal. This proposal can be used as a shopping list to best select the Tools and Equipment necessary for your operations.

CONTRACT DELIVERABLES LIST		DIAGNOSTICS & TOOLS							
CUSTOMER NAME	Fargo	<p>NOTE: TOOL KITS MAY BE SUBJECT TO CHANGE</p> <p>** All claims for concealed shortages must be reported within 20 days of shipment date. Shipping damages and / or loss must be noted on the delivering carrier waybill at the time of receipt of shipment. A copy of the carrier waybill and / or carrier inspection report must be submitted with your claim within 5 days of receipt of shipment to New Flyer Customer Service.</p>							
BID/OPTION/SR NUMBER	22-046								
TECHNICAL SUMMARY	Rev Draft 2								
BUS MODEL	XD35								
QUANTITY	10								
ENGINE	Cummins L9 2021 280hp								
ALTERNATOR	EMP								
VOLTAGE REGULATOR	Transtech								
TRANSMISSION	Allison B400R								
COOLING SYSTEM	EMP MH4								
AXLES	MAN VOK07 Front, HY1350 Rear								
LEVELING/KNEELING	Smarttrider Lite								
ABS	Wabco								
AIR CONDITIONING	Thermo King, Intelligaire III, RLF, R134a								
AUXILIARY HEATER	Valco Thermo								
PLC	Vansco								
DESTINATION SIGNS	Twin Vision								
DOORS	Vapor								
WHEELCHAIR RAMP	NF Standard								
FIRE SUPPRESSION	Amerex Modular								
APC	Dilax								
VIDEO SURVEILLANCE	SafeTieet								
SHIPPING ADDRESS (DIFFERENT THAN ABOVE)	NP	COMMENTS	DESCRIPTION	QUOTED PART #	BID QTY	EXTENDED SELLING PRICE	REQUIREMENT	BILLABLE: Y/N	
		for use with all diagnostic software	Diagnostic Equipment						
				Panasonic FZ55 Toughbook Laptop	6502351	1	\$3,408.33	Recommended	Y
		Product Drivers - NEXIQ.com		Nexiq USB Link 2	6353474	1	\$1,118.33	Recommended	Y
		INSTE™ Engine Diagnostics I Cummins Inc.		Cummins Insite Software	NPN	1	\$0.00	Recommended	Y
		Requires annual renewal		Cummins Insite Lite (1-year subscription)	6339520	1	\$1,133.05	Recommended	Y
		Requires annual renewal		Cummins Insite Pro (1-year subscription)	6339521	1	\$1,187.45	Recommended	Y
		Requires annual renewal		Allison DDC Premium - 1st Yr subscription download	6469849	1	\$1,677.51	Recommended	Y
		Requires annual renewal		Allison DDC Premium - 1-yr Renewal	6474918	1	\$662.18	Recommended	Y
		Requires annual renewal		Wabco ABS Software (1-year subscription)	6334596	1	\$412.02	Recommended	Y
		Software included in kit		Intelligaire III Diagnostic Software & Cables	6393934	1	\$2,249.96	Recommended	Y
		EMP - Drivers & Downloads (emp-corp.com)		EMP Software	NPN	1	\$0.00	Recommended	Y
		Software included in kit		Valco Diagnostic Software & Cables	6396448	1	\$520.79	Recommended	Y
				Valco Adapter - Diagnostic	6492163	1	\$53.41	Recommended	Y
		https://luminator.xendesk.com/hc/en-us/requests		Luminator MIE Software	NPN	1	\$0.00	Recommended	Y
		http://divapark.parker.com/divapark/na/naesovh		Vansco Software	NPN	1	\$0.00	Recommended	Y
		http://divapark.parker.com/divapark/na/naesovh		Vansco 1210 Chooser	NPN	1	\$0.00	Recommended	Y
		https://promo.parker.com/promotionsite/parker-s		Smarttrider Software	NPN	1	\$0.00	Recommended	Y
			Special Tools						
				Kit - Lift Tow Universal	6396565	1	\$286.79	Recommended	Y
				Kit - Lift Tow Receivers	6396567	1	\$1,658.50	Recommended	Y
				Xcelior Flat Tow adapter (2 pcs. Per set)	6395097	1	\$3,164.91	Recommended	Y
				Assy - Frame Flat Towing	902990	1	\$5,871.29	Recommended	Y
				Jacking Adapters	434434	1	\$1,056.66	Recommended	Y
				Tool - Sway Bar Bushing Removal	566804	1	\$426.18	Recommended	Y
				Repair Kit - Disc Brakes & Callipers	6408310	1	\$4,100.41	Recommended	Y
				Torque Multiplier	6314711	1	\$2,208.07	Recommended	Y
				Hub Repair Kit - MAN VOK-07 Frt Axle	6408311	1	\$8,285.23	Recommended	Y
				Optional Hub Removal Hydraulic Tool Kit - MAN VOK-07	6458834	1	\$5,306.00	Recommended	Y
				King Pin Press Kit - MAN VOK-07 Frt Axle	6408312	1	\$14,440.38	Recommended	Y
				Hub Repair Kit - MAN HY1350 RR Axle	6408306	1	\$5,397.31	Recommended	Y
				ABS Sensor R&R Kit - MAN HY1350 RR Axle	6408307	1	\$984.96	Recommended	Y
				Pinion Seal Repair Kit - MAN HY1350 RR Axle	6444302	1	\$2,639.55	Recommended	Y
				Differential Repair Kit - MAN HY1350 RR Axle	6444303	1	\$8,531.35	Recommended	Y
				Optional Tool Kit - MAN HY1350 RR Axle	6444304	1	\$36,038.45	Recommended	Y
				Rebuild Kit - EMP Alternator	6405510	1	\$4,156.33	Recommended	Y
				Coolant System Pressure Tester	660817	1	\$961.15	Recommended	Y
				Kit - Coolant Pressure Fill	6484741	1	\$2,848.82	Recommended	Y
				Adj Tool - Strg Gear Box Press Relief	6465265	1	\$309.02	Recommended	Y
				Depth Punch - Strg Gear Box Press Relief	6465266	1	\$185.41	Recommended	Y
				Flow Meter Tester - Strg Gear Box	140809	1	\$1,221.32	Recommended	Y
				Puller Tool - Pitman Arm	6394270	1	\$449.62	Recommended	Y
				Alignment Tool - Flex Connector	6360381	1	\$809.42	Recommended	Y
				Eng/Trans Dolly - Universal	086444	1	\$2,848.01	Recommended	Y
				Cummins L9 Service Tool Kit	6484110	1	\$27,138.78	Recommended	Y
				Kit - Allison Service Tools	6360446	1	\$10,132.53	Recommended	Y
				TK R134a A/C Tool Kit	6350866	1	\$23,284.68	Recommended	Y
				Amerex Discharge Hose Blowout Adapter	052132	1	\$126.48	Recommended	Y
				Amerex Fire Alarm/Simulator Module	6484731	1	\$365.23	Recommended	Y

Sales Specialist
New Flyer

Darryl Desjarlais - Training Manager

Training
New Flyer

Section 7 – Technical Summary

New Flyer Response:

Please find attached Technical Summary for our proposed 35' Xcelsior® Clean-Diesel buses.

Option	Description	Tech Summary Description
100-00	COACH LENGTH	Xcelsior - 35' coach.
100-03	STRUCTURAL MATERIAL	(A), Ferritic stainless steel.
100-04	FUEL TYPE	(B), Diesel, compatible up to 20% biodiesel.
100-05	EPA/ENGINE MODEL YEAR	2022
100-0B	POWERTRAIN CAN BAUD RATE	(B), 500kbps.
100-0W	CUMMINS L9 DIESEL ENGINE CERTIFICATION	(B), EPA ONLY.
201-01	FRONT BUMPER	(S), Romeo Rim, three piece, front bumper.
201-03	FRONT TOWING PROVISIONS	(B), Basic set-up, incorporated in front chassis. Tow adapters are required.
201-05	REAR BUMPER	(B), Romeo Rim, three piece, rear bumper with anti-ride feature.
203-01	FRONT AXLE	(B), M.A.N. VOK-07-F, GAWR 15,873 lbs. With disc brakes. Hub mount, Knorr cylinders, Ferodo lining with low copper (<5%) brake pads.
203-02	SECUREMENT OF BRAKE LININGS	(S), Bonded.
203-06	SHOCK ABSORBERS	(S), Koni.
203-0A	FRT AXLE AND WHEEL SPLASH APRONS	(B), Basic, full width, fore of axles and wheels.
203-0B	RADIUS ROD BUSHINGS	(B), Windowed
204-01	REAR AXLE	(B), M.A.N. 4.56:1. Model HY-1350-F. GAWR 28,660 lbs. With disc brakes, hub mount, Knorr cylinder, Ferodo lining with low copper (<5%) brake pads.
204-03	REAR AXLE GEAR OIL	(B), Synthetic.
204-09	REAR AXLE DRAIN PLUGS	(B), Magnetic external hex head.
204-0A	REAR AXLE MUD FLAP	(B), One aft of rear axle. (Requirement is determined by local climate, ice build-up, high ambient temperature.)
204-0C	REAR WHEEL MUD FLAP	(B), One aft of each rear wheel.
205-01	TIRE SUPPLIER	(B), NFIL supplied tires
205-06	WHEELS	(A), Alcoa 22.5" x 8.25" aluminum. Polished Durabright finish.
205-0J	STEERING AXLE TIRES	(B), 305/70R/22.5, Michelin X InCity Z (65 mph).
205-0M	REAR AXLE TIRES	(B), 305/70R/22.5, Michelin X InCity Z (65 mph).
209-01	POWER STEERING PUMP	(S), ZF/TRW power steering pump powered off engine accessory drive.
209-02	POWER STEERING HOSES	(B), NFIL (Manuli) Equator 2 and GH100 hose at steering box and NFIL (Manuli) Equator 2 in engine compartment.
209-05	POWER STEERING RESERVOIR	(S), Required.
209-08	POWER STEERING DRAIN PLUG	(B), Magnetic plug.
209-09	POWER STEERING UNIT	(S), Sheppard M110, power assisted, frame mounted.
209-0A	POWER STEERING SYSTEM FLUID	(A), Transynd synthetic.
218-01	BYPASS OIL FILTER	(A), Spinner II (model 576) centrifugal.
218-02	BYPASS OIL FILTER HOSES	(B), NFIL (Manuli) Equator 1
219-01	FUEL/PROPULSION SYSTEM	Non-hybrid with L9 diesel engine.
219-02	PROPULSION, HP, TORQUE, TYPE	(S), Cummins L9 2021 emissions-standard diesel engine, 280 horsepower with 925 LB FT torque. Uses a heat exchanger for the isolated cabin heating loop. Refer to 100-05 for EPA/Engine Model Year.
219-05	AIR COMPRESSOR	(B), Wabco HD 30.4, twin cylinder, turbo aspirated.
219-07	STARTER (ELECTRIC)	(B), Delco 42MT, 24 volt heavy duty cranking motor, integrated magnetic switch, with PLC cut-out.
219-09	CUMMINS DIESEL FUEL FILTERS	(B), For ISL's, Cummins primary and secondary fuel filter system.
219-0B	CUMMINS DIPSTICK, LOCATION	(S), Static oil level indicator, on streetside of engine.
219-0C	ENGINE & TRANS FLUID FILL TAGS	(S), For engine and transmission dipsticks.
219-0D	ROAD SPEED	(B), Top road speed is governed. Set at 65 MPH (105 KPH).
219-0M	TRANSMISSION/HYBRID DRIVE/TRACTION MOTOR	(B), Allison B400R (with retarder).
219-0P	TRANSMISSION SHIFTING	(S), Foot on brake enables shift when in neutral.
219-0R	ALLISON TRANSMISSION SPEEDS	(B), Primary mode: 6 speed Performance, secondary mode: 6 speed Economy.

Option	Description	Tech Summary Description
219-0T	ALLISON NON-HYB TRANS RETARDER	(B),1 stage from accelerator (25% retarder), 2 stages from brake pressure (66% and 100% retarder at 4 and 6 PSI).
219-0U	ALLISON TRANS FLUID LEVEL DISPLAY	(B),Display provided.
219-0V	ALLISON TRANS AUTO-SHIFT TO NEUTRAL	(A),Immediately shifts to neutral when transmission left in gear and park brake applied, and after 3 minute delay when brake interlock applied.
219-0Y	ALLISON TRANSMISSION PROGNOSTICS	(B),The ECU program has Prognostics set to ON but DISABLED. The customer can ENABLE as desired. Prognostics: Oil Life Monitor, Filter Life Monitor, Transmission Health Monitor. Must use Transynd fluid.
219-15	ALLISON FUEL SENSE PACKAGE	(B),FuelSense 2.0 Max with DynActive infinitely variable shift scheduling, Dynamic Shift Sensing, improved Neutral at Stop and Acceleration Rate Management.
219-16	ALLISON NAS DEACTIVATION	(B),Brake release.
219-18	FLUID, TRANS/HYBRID DRIVES	(B),Dura Drive HD synthetic
219-1A	ENG/TRANS OIL DRAIN PLUGS	(B),OEM Provided.
219-1C	AIR CLEANER	(B),Donaldson. Reusable housing with disposable cartridge/filter.
219-1D	AIR RESTRICTION INDICATOR	(B),Mechanical gauge mounted directly on air intake tube.
219-1E	EXHAUST SYSTEM	(S),Cummins diesel particulate filter (DPF).
219-1F	EXHAUST TAIL PIPE ORIENTATION	(B),Curved pipe set to 45 degrees to streetside.
219-1G	EXHAUST BLANKETS FOR CUMMINS DIESEL OR CNG	(B),Provided for the exhaust tubes.
219-1H	EXHAUST REGEN SWITCH LOCATION	(A),Single switch in destination sign panel required.
219-1U	ENGINE/PROPULSION SWITCH BOX	(B),Basic indicator configuration with run/start switch.
219-1W	ENGINE SPEED CONTROL AT SW BOX	(B),Keypad button (controls engine RPM).
219-22	ENGINE COMPT GAUGES	(S),Programmable CAN communicator. Standard Features: Engine Oil Pressure, Engine Water temperature, Tachometer, 12V/24V battery voltage, Hour Meter, Exhaust Temp, Active Faults, Drivetrain Specific features.
219-25	ENG SWITCHBOX KEYPAD	(B),Includes service light switch, start disabled indicator, wait to start indicator, coolant fill switch/low coolant indicator, rad fan diagnostic indicator/fan reverse switch.
219-27	ENGINE OIL FILL TUBE & CAP	(B),Basic Cummins supplied.
219-28	ALTERNATOR	(B),EMP Power 450.
219-2E	BELT GUARD	(B),The engine pulley guard hinged to open curbside. Yellow powder coated.
219-2F	BELT GUARD LATCHING	(A),Rubber hood latch.
219-2G	A/C BELT GUARD	(B),The A/C pulley guard is bolted. Yellow powdercoated.
219-2H	OIL SAMPLING	(A),Required for engine and transmission, using KST probalizer fittings.
219-2J	OIL SAMPLING, EASY ACCESS	(A),For engine probalizer fitting located at street side engine strut.
219-2K	DEF(DIESEL EXH FLUID) TANK	(A),Manual and pressure fill are set in lower curbside fusebox access door with NFIL fill cap. Pressure fill has a 45 degree elbow at the regulator.
219-2Z	COOLANT PRESSURE FILL HOSE	(B),NFIL (Manuli) Nozone.
231-02	RADIATOR,CAC,HYDR FLUID COOLER	(B),EMP MH4 GEN4 with full diagnostic capabilities. 4 x 15" fans.
231-04	RADIATOR REVERSE FAN SW & DIAG LAMP	(B),Keypad button.
231-06	SURGE TANK	(B),Dual cylindrical SST tanks with isolated cabin heating loop.
231-08	SURGE TANK ENG MAINT & DERATE SENSOR MFR	(B),Fozmula.
231-09	SURGE TANK PRESSURE TEST PORT	(B),Schrader valve fitting provided.
231-0A	SURGE TANK PRESSURE RELIEF VALVE	(B),Radiator cap (LEV-R VENT), built into surge tank cap.
231-0B	SURGE TANK SIGHT GLASS	(B),Graduated sight glass (glass material).
231-0C	RAD TUBES	(S),SST.
231-0F	COOLANT FLUID/ANTIFREEZE	(A),Extended Life (FINAL CHARGE) coolant. 50/50 distilled water with ethylene glycol with corrosion inhibitors and bittering agent, based on organic acid (carboxylate) technology. Orange fluid.
231-0G	TRANSMISSION/HYBRID DRIVE COOLER	(B),Modine LCOC.

Option	Description	Tech Summary Description
231-0H	TRANSMISSION/HYBRID OIL COOLER HOSES	(S),NFIL (Manuli) Equator 1.
231-0K	COOLANT RECOVERY TANK	(B),required.
231-0T	LOWER VENT LINE HOSE	(B),NFIL (Manuli) Nozone.
241-01	DIESEL FUEL TANK MATERIAL	(B),Cross-linked polyethylene.
241-02	DIESEL TANK CAPACITY AND FILL TYPE	(B),100 useable US gallons. Pressure filled.
241-03	DIESEL FILLER CAP	(A),Basic screw type.
241-04	DIESEL FUEL SENDER	(S),Required.
241-05	DIESEL FUEL LEVEL INDICATION	(A),Gauge on instrument panel LCD screen.
241-07	DIESEL FUEL HOSES,ENGINE COMPT	(S),GH100.
241-08	DIESEL FUEL LINES,TANK TO BULKHEAD	(S),Orange, fuel grade nylon tubing.
246-01	AIR COMPRESSOR DISCHARGE LINE	(S),Teflon 2807 SST braided hose.
246-02	BASIC AIR TANKS	(B),Combo Tank 1 (Wet Tank + Primary Brake Tank), Combo Tank 2 (Front Axle Kneeling Tank + Accessory Air Tank), Secondary Brake Tank.
246-04	AIR TANK DRAIN VALVES	(B),Manual 1/4 turn valve.
246-06	WET TANK DRAIN VALVE	(B),Manual 1/4 turn valve.
246-09	RIDE HEIGHT SENSORS	(B),SmartRider electronic leveling system on front axle and Barksdale mechanical leveling valves on center/rear axles.
246-0A	RIDE HEIGHT SETTINGS,NORMAL	(B),Front ride height is 4.0" axle to bump stop.
246-0E	DOOR INTERLOCK	(B),Applied to entrance and exit doors. Foot on brake to release interlock, applied via multiplex system programming.
246-0G	DRIVER'S PARK BRAKE ALARM	(B),If the Master Run switch is in the OFF or PARK positions, the kneeling alarm is triggered to alert the driver that the park brake is not set.
246-0H	PARK BRAKE PRESSURE SETTING	(S),40 psi auto-apply park brake valve. 60 psi pressure switch for park brake light activation.
246-0K	AIR DRYER	(A),Bendix AD9 Tandem air dryer with IPC (Integrated Puraguard Cartridge).
246-0M	AIR DRYER LOCATION	(B),Behind the rear streetside wheelhouse, on the bulkhead.
246-0T	AIR SYSTEM OIL SEPARATOR	(B),Single Haldex oil/water separator, with 12V auto drain.
246-0U	PARK BRAKE ACTUATION	(B),Pull To Apply.
246-0V	PARK/EMERG BRAKE LOCATION	(S),On side console panel.
246-13	FRONT TOW CONNECTOR	(B),Male 1/4" NPT fitting with Series 20/30 coupler fitting, with tag.
246-14	FRONT AIR CONNECTOR ARRANGEMENT	(B),Located below the bumper, streetside.
246-15	FRONT AIR CHARGE CONNECTOR	(B),Male 1/4" NPT fitting with Series 20/30 coupler fitting, with tag.
246-17	REAR AIR CHARGE CONNECTOR TYPE	(B),Male 1/4" NPT fitting with Series 20/30 coupler fitting, with tag.
246-1B	FLEXIBLE AIR LINES	(S),Synflex colour coded. Green: rear service brakes and supplies. Red: front service brakes. Brown: parking brake. Black: accessories and brake hose. Yellow: compressor and governor. Blue: suspension.
246-1E	ABS	(S),Wabco.
246-1F	TRACTION CONTROL	(B),Wabco system, to reduce drive wheel overspin.
246-1J	FRONT CHARGE AIR ROUTING	(B),Direct charge to wet tank.
246-1K	REAR CHARGE AIR ROUTING	(B),Direct to muffler tank.
246-27	AIR SYSTEM TRANSDUCER FAULT DETECTION	(B),Transducer Fault Detection - Transducer voltage falls to 0V if transducer failure occurs.
260-02	BATTERY VOLTAGE REGULATOR	(A),Transtech REG24A1 with Deutsch connector.
260-03	BATTERY VOLTAGE REGULATOR LOCATION	(B),Mounted inside fuse box.
260-04	BATTERY TYPE / MFR	(A),Two interstate 8D maintainable batteries. 1400 CCA. Drop posts: 3/8" positive, 3/8" negative.
260-05	BATTERY CABLES	(S),Red heat shrink on 24 volt positive cable end and light blue heat shrink on 12 volt positive cable end.

Option	Description	Tech Summary Description
260-09	BATTERY TRAY	(S),Slide out battery acid resistant polyethylene enclosure with SST sub frame, SST bearings and rubber isolation mounts. Located aft of the curbside rear wheelhouse. Note: battery access door opens to the side.
260-0C	POSITIVE BATTERY DISCONNECT SW	(A),Required with quick access through flip-open door (No engine shutdown feature).
260-0E	BATTERY VOLTAGE EQUALIZER	(B),Vanner 100 amp.
260-15	ROOF FAIRING / SKIRTS ENCLOSURE	(B),Fairing with partial skirt for XD's.
260-1B	BATTERY VOLTAGE EQUALIZER QUANTITY	(B),One
269-01	P.A. AMPLIFIER MFR / TYPE	(B),Requires a separate gooseneck or handheld microphone.
269-0C	GOOSENECK MICROPHONE	(B),REI, approximately 30" long from base to end of microphone. Black neck and head.
269-0D	GOOSENECK MICROPHONE LOCATION	(B),Inverted, clipped to the A-pillar. Microphone clip is 15.26" from bottom of destination sign closeout panel.
269-0E	GOOSENECK MICROPHONE SWITCH	(B),Built into microphone.
269-0G	INTERIOR SPEAKER MFR	(B),TCB
269-0H	PRIMARY INTERIOR SPEAKERS	(B),Six: four to light panels, two above rear bench.
269-0K	EXTERIOR SPEAKERS LOCATION	(B),At basic location above entrance.
269-0M	EXTERIOR SPEAKER MFR	(B),Shekonic
269-0Z	PRIMARY PA SYSTEM	(B),Gooseneck mic with built-in switch
269-13	EXTERIOR SPEAKER QUANTITY	(B),One
269-14	EXTERIOR SPEAKERS, LOCATION, REAR, MFR	(B),Not required.
269-1B	AMPLIFIER LOCATION	(B),Mounted on front position of sawtooth panel above driver.
269-1E	EXTERIOR SPEAKER COIL	(B),Single coil.
273-01	HEADLIGHTS	(S),NFIL Xcelsior LED low beam and high beam headlights.
273-02	DAY RUN HEADLIGHTS	(B),Required.
273-03	FRONT TURN SIGNALS	(S),NFIL amber LED. Integrated with headlight assembly.
273-06	TAIL LIGHT ARRANGEMENT	(B),Amber, red (stop/tail), red (stop/tail), white.
273-07	TAIL LIGHTS MFR	(B),4" Dialight LED, grommet mounted.
273-08	CENTER STOP / DECELERATION LIGHT SIZE	(B),18" X 1 " Dialight
273-09	WHITE BACK-UP LIGHT MFR	(B),4" Dialight LED, grommet mounted.
273-0A	STOP LIGHTS ON WITH RTRDR/REGEN BRAKE	(B),Required.
273-0B	STOP LIGHTS ON WITH PARK BRAKE OR INTERLOCK	(S),When park brake or interlock are engaged.
273-0E	CENTER STOP / DECELERATION LIGHTS QTY	(B),One
273-0F	CENTER STOP / DECELERATION LIGHTS LOCATION	(B),At lower edge of rear crown panel.
273-0H	SIDE TURN SIGNALS,TYPE / QTY PER SIDE	(B),2 amber Dialight LED Lamps, 12 volt.
273-0J	SIDE TURN SIGNAL FUNCTIONALITY	(B),Single intensity, Dialight LED lamps.
273-0K	SD TURN SGNL GUARD BRKT, MATERIAL/CTG	(B),Aluminum, painted per paint scheme.
273-0M	CURBSIDE TURN SIGNALS LOCATION	(B),Lamps are aft of front and fore of rear wheelhouses.
273-0N	STREETSIDE TURN SIGNALS LOCATION	(B),Lamps are fore of all wheelhouses.
273-0P	KNEELING/RAMP LIGHT AT ENTRANCE	(S),2.5" Dialight LED.

Option	Description	Tech Summary Description
273-0T	MARKER / CLEARANCE LIGHTS	(B), Dialight LED without guard all around.
273-0V	REFLECTORS	(B), Self-adhesive decals installed at NFIL basic positions.
273-0W	REAR LICENCE PLATE LIGHT	(B), Smartrend LED.
273-10	TIMED SHUT-OFF, ENTR AREA LIGHTS	(B), The program is set to shut the lights off when the door closes.
273-12	TIMED SHUT-OFF, EXIT AREA LIGHTS	(S), The program is set to shut the lights off five seconds after the door closes.
273-1F	CENTER STOP / DECELERATION LIGHTS COLOR	(B), Red
273-1N	ELECTRONIC YIELD SIGN, TYPE	(A), Dataled Tec, Amber Lens.
273-1R	MARKER / CLEARANCE LIGHTS FUNCTIONALITY	(B), New Flyer standard marker/clearance light functionality to meet applicable FMVSS/CMVSS regulations.
273-23	MARKER LIGHTS LOCATION	(B), New Flyer standard marker light locations to meet applicable FMVSS/CMVSS regulations.
273-25	EXTERIOR LIGHTS	(B) Day Run, Night Run, and Night Park modes illuminate the tail lamps, marker/clearance lamps, and license plate lamp. Mandatory for Canadian customers.
273-26	CENTER STOP/DECELERATION LIGHT FUNCTIONALITY	(B), Basic stop functionality.
273-27	CENTER STOP/DECELERATION LIGHT VOLTAGE	(B), 12 Volts
277-02	INTERIOR PASSENGER LIGHTING	(B), NFIL LED, 24 VDC.
277-04	INTERIOR LED LIGHT FUNCTIONALITY	(B), First bank of lights (at 0% pre-set) on each side turn on when entrance door is opened and off when door is closed.
277-07	EXIT BASEPLATE / ELEC PNL ACCESS	(B), At each exit door, NFIL set-up, through removable ad frame.
277-0B	TINTED LED PASSENGER LIGHT COVERS	(A), Blue for the 1st-2nd banks of lights on each side, the rest are white.
277-0C	FAREBOX LIGHT	(B), One fixed LED light.
277-0F	DRIVER'S LIGHT	(B), One sealed 2.5" white high output Smartrend LED light.
277-0K	SDS SERVICE LIGHT	(B), One LED lamp, provided at upper front of SDS enclosure.
277-0M	SDS SERVICE LIGHT SWITCH CONTROL	(B), With switch.
277-0N	PROPULSION COMPARTMENT LIGHTS	(B), Smartrend, four 1.38" LED lights.
277-0V	REAR DECK STEP LIGHT	(B), LED.
277-0W	INTERIOR DOOR HEADER LIGHTS, ANTI-GLARE SHIELD COLOR	(B), LED strip light (approx 18" long) provided above doors. With black anti-glare shield.
277-0Y	INTERIOR DOOR HEADER LIGHTS/ QUANTITY (ENTRANCE)	(B), Single strip.
277-11	INTERIOR DOOR HEADER LIGHTS/ QUANTITY (EXIT)	(B), Single strip.
277-1A	REAR PLC AND FUSEBOX SERVICE LIGHTS	(S), Provided, LED.
277-2B	CURBSIDE FORWARD HVAC DUCT ORIENTATION ON LIGHT PANEL	(B), Duct fixed pointed towards the aisle.
280-01	PASSENGER SIGNAL CHIMES	(B), One basic electronic chime above driver. Chime has single tone which sounds once for regular activation, twice for wheelchair positions.
280-03	PASSENGER SIGNAL PULLCORDS	(B), Yellow cords are required.
280-07	HORIZONTAL PASSENGER SIGNAL PULLCORDS	(B), Set at NFIL designated basic height. All decks.
280-0H	STOP REQUEST SIGN TEXT	(B), Stop Requested.
280-0J	STOP REQUEST SIGN LETTERING	(A), Mixed case. First letter is upper case followed by lower case.

Option	Description	Tech Summary Description
280-0K	STOP REQUEST SIGN COLOURS	(B),White letters on a red background.
280-0M	FRONT STOP REQUEST SIGN TYPE/POSITION	(B),Smartrend LED installed overhead between the front wheelhouses.
280-0T	PASSENGER SIGNAL TYPE AT WHEELCHAIR POSITIONS	(B),Basic touchtape.
280-0V	PUSH BUTTON SIGNAL AT EXIT	(B),Mounted facing aisle on stanchion fore of exit, low profile recessed button.
284-01	ELECTRONIC CONTROL SYSTEM	(S),Vansco.
284-02	SYSTEM VOLTAGE	(S),24 VDC primary, 12 VDC secondary.
284-03	SWITCHES	(S),Water resistant.
284-04	SPARE INPUT/OUTPUT PORTS FOR MULTIPLEX SYSTEM MODULES	(S),Minimum 10% input and 10% output, per electrical panel location.
284-06	HAZARD WARNING LIGHTS	(B),Front, side and rear lights flash for hazard warning.
284-0B	SDS ELECTRICAL PANEL ORIENTATION	(B),Facing curbside.
284-0D	SDS ELECTRICAL PANEL LOCATION	(B),Mounted on backside of SDS rack.
284-0F	ENTRANCE DOOR CONTROLLER	(A),Vapor electric door controller with 5 position, integrated kneeling and ramp switches.
286-01	INSTRUMENT PANEL	(B),LCD touch display screen. Acrylic material with luminescent lighting, with Vansco Instrument Panel Cluster module.
286-02	SHIFT SELECTOR LOCATION	(S),Located on instrument panel.
286-03	EXTERIOR LAMP TEST	(B),Simultaneously depress both turn signals.
286-04	SPEEDOMETER	(B),part of Vansco instrument panel cluster. Set to display miles. With odometer (the display can be toggled to show Trip1, Trip 2, engine hours).
286-05	AUDIBLE SOUND FOR TURN SIGNALS/HAZARDS	(B),Using click sound for turn signal and for hazard warning.
286-0A	RETARDER DISABLE SWITCH LOCATION	(A),At side console panel.
286-0D	SILENT ALARM	(A),required.
286-0F	SILENT ALARM SW LOCATION	(A),On vertical face of the side console.
286-0P	DIAGNOSTICS PLUG LOCATIONS	(B),Under the front dash (left side of the steering column), at forward face of the SDS barrier (above driver) and at the engine switch box.
289-01	SECUREMENT OF HARNESSSES	(B),Hellerman tyton clamps, with Panduit releasable cable ties.
296-01	WIRING DECAL,REAR PLC AND FUSEBOX	(S),Provided, laminated.
296-02	WIRING DECAL,SIDE CONSOLE	(B),Laminated, shipped loose.
296-07	SIDE CONSOLE DOOR DECAL LANGUAGE	(B),English
298-01	WATER TEST DURATION	(B),10 minutes.
298-02	WATER TEST DURATION A/C	(B),Water Test with A/C on
304-01	EXTERIOR PAINT TYPE	(S),Axalta Imron Elite high solids polyurethane.
304-03	PAINTED JACK PADS	(A),Safety Yellow.
304-07	CORROSION PROTECTION	(B),grit blasted frame, moisture cure zinc-rich primer (applied for 12 year warranty protection), anti-chip undercoating, corrosion preventive coating sprayed inside frame tubes up to roof line.
304-09	EXTERIOR LOGOS,NFIL	(B),NFI logos and Xcelsior logos in standard locations.
304-0E	PASSENGER COMPARTMENT DECAL LANGUAGE	(A),English / Spanish. Passenger compartment decals are the decals within the area of the coach designed for the seating of passengers and that are intended primarily for passenger viewing.
304-0F	INTERIOR FLEET NUMBER DECALS	(B),Required.
304-0G	MAINTENANCE DECAL LANGUAGE	(A),English and Spanish. Maintenance decals are the decals that will be referenced primarily when performing maintenance on the coach.
304-0H	KNEELING / RAMP DECALS	(B),NFIL basic ramp & kneeling decal (red on white) and an arrow decal (red and black) provided near the kneeling / ramp deployment lights.
304-0J	AIR TANK DECALS	(B),NFIL basic.
304-0M	EXT FLEET NUMBERS, NON-ROOF	(B),Required (reflective).

Option	Description	Tech Summary Description
304-0N	EXTERIOR FLEET NUMBERS, ROOF	(A), Required (reflective).
306-02	FIRE EXTINGUISHERS	(B), 5 lb ABC class. With gauge, hose and mounting bracket. UL compliant for US customers.
306-03	FIRE EXTINGUISHER LOCATION	(B), Mounted on the horizontal surface of the luggage rack fore of the driver's barrier.
306-05	SAFETY TRIANGLE LOCATION	(B), Behind the driver.
306-08	FIRST AID KIT LOCATION	(T), required on bottom tray of SDS enclosure.
306-09	BLOODBORNE PROTECTION KIT	(A), Required on bottom tray of SDS enclosure.
350-01	DRIVER'S PEDALS, POSITION / TYPE	(B), Pedals not adjustable fore/aft. Brake pedal angle set at 45 degrees from pedal to floor. Throttle pedal angle set at 45 degrees from pedal to floor.
350-04	BRAKE VALVES	(S), E6.
350-07	TURN SIGNAL SWITCHES	(B), Basic switches, floor mounted.
350-08	DIMMER SWITCH	(B), Foot switch located beside side console panel.
350-0D	HAZARD WARNING LIGHT SW LOCATION	(B), On side console.
350-0G	STEERING COLUMN	(B), Douglas Autotech with tilt and telescopic features.
350-0H	STEERING WHEEL	(A), 3 spoke, 20" diameter hard plastic.
350-0M	DUAL HORN	(B), Provided with splash shield.
400-01	JACKING / LIFTING PADS	(B), 4" diameter round pads at front and rear chassis.
420-02	EXTERIOR SIDE PANELS	(S), Fiberglass.
420-03	REAR RF MOUNTED AIR SCOOP	(B), Stainless Steel, unpainted (no coating).
420-05	CURB & STREET SIDE ENG COMPARTMENT, SIDE CONSOLE ACCESS DOORS, STRUTS	(B), Supported by gas struts.
420-06	CURB & STREET ENG COMPARTMENT, BATTERY DOORS, LATCHES	(B), Quarter turn chrome plated 5/16" square key latches. Also, used for the separate battery access door.
420-07	CURBSIDE PROPULSION COMPARTMENT DOOR	(A), Includes battery disconnect switch access door (using a gas strut) and a DEF pressure fill access door and manual fill access door.
420-09	DEFROSTER ACCESS DOOR LATCHES	(B), 4 quarter turn chrome plated 5/16" square key latches.
420-0A	STREET SIDE ENGINE (RADIATOR) ACCESS DOOR	(B), With wavy screen.
420-0B	BATTERY COMPARTMENT DOOR	(B), Solid door located aft of the curb side rear wheel, separate from the engine/propulsion compartment.
420-0C	DIESEL FUEL FILL DOOR	(B), Basic hinged door located forward of the curbside rear wheelhouse.
420-0D	SURGE TANK DOOR	(B), Basic hinged door.
420-0F	SIDE CONSOLE DOOR LATCHES	(B), Quarter turn chrome plated 5/16" square key quad latches.
420-0G	PROPULSION DOOR	(B), Solid door with built-in handle.
420-0H	PROPULSION DOOR STRUTS	(B), Two, the streetside strut has a locking mechanism.
420-0J	PROPULSION DOOR LATCHES	(A), Spring style, SST catch with door retainer.
420-0M	REAR LICENSE PLATE RETENTION	(B), Centered with bottom retainer and two upper inserts.
420-0P	RAIN GUTTER	(S), 0.44" cross section bonded.
420-0R	ROOF HATCH INSTRUCTION LANGUAGE	(A), English / Spanish.
420-15	ROOF HATCH SIZE, REAR	(B), 24" X 24"
420-16	ROOF HATCH TYPE, REAR	(B), Basic hatch/vent.
420-17	ROOF HATCH VENDOR, REAR	(B), Transpec Worldwide.
420-1B	WIPERS	(B), Comotech motors 24 volt electric with Smartrend wet arm wipers. Intermittent.
420-1E	WINDSHIELD WASHER BOTTLE	(B), 5 US gallon with electric powered pump mounted using 4 weld nuts.
420-1F	WINDSHIELD WASHER FILL LOCATION	(S), Accessed via a flip-out door built into the exterior side console access door.
420-1G	LOWER DRIVER'S VENT	(B), Provided.

Option	Description	Tech Summary Description
420-1H	FENDERS	(B),Molded polyurethane.
420-1M	EXTERIOR UPPER REAR	(B),Fiberglass panel with no door and no window.
420-1T	FRONT LICENSE PLATE LOCATION	(B),On center of defroster door.
420-1U	FRONT LICENSE PLATE RETENTION	(B),Four inserts.
420-24	WIPERS, MOTOR ARM LENGTH	(B),34" long arm
420-25	WIPERS, WIPER BLADE LENGTH	(B),26" long blade
420-26	WIPERS, SPRAY STREAMS PER ARM	(B),2 streams per arm
420-2B	DRIP EDGE FOR REAR CROWN PANEL/HVAC DOOR	(B),Drip Edge along the bottom edge of the Rear Crown Panel/HVAC door to divert water entering the engine/propulsion compartment.
420-2D	UPPER CORNER PILLAR DOOR LATCHES	(B),Quarter turn chrome plate 5/16" square key latches.
421-01	INSULATION, SIDEWALL AND ROOF	(S),Polyisocyanurate foam. meets Docket 90 spec.
421-02	INSULATION, EXHAUST CAVITY	(B),Heat-resistant fiberglass mat.
421-03	PROPULSION COMPARTMENT INSULATION	(S),Noise reduction acoustical foam, retained by perforated aluminum panels.
422-02	CEILING PANELS AFT OF FRONT WHEELHOUSE INCLUDING REAR PLC	(B),Antique white plastic, SST trim.
422-03	CEILING / HVAC COVER PANELS ABOVE FRONT WHEELHOUSES	(B),Antique White fiberglass.
422-04	HVAC RETURN AIR GRILLE DOOR LOCK	(B),2 quad latches.
422-05	ENTRANCE / DRIVER'S AREA PANELS COLOUR	(B),black. Includes dash, dest sign c/out, ent. mech. box, driver's o/head panels. and if used, ent. floor heat duct, frt. RH harness cover is black powder coated alum.
422-06	DRIVER'S CEILING PANEL MATERIAL	(B),Melamine.
422-07	INTERIOR PIER PANEL MATERIAL	(B),Thermoplastic.
422-08	PIER PANEL COLOUR	(B),Antique white
422-0A	INTERIOR LOWER SIDEWALL MATERIAL	(B),Melamine
422-0C	INTERIOR SIDEWALL MELAMINE	(A),Night mist cashmere.
422-0D	INTERIOR PROPULSION COMPARTMENT ACCESS PANEL	(B),There is a single hinged panel under the rear seat.
422-0E	INTERIOR UPPER REAR PANEL	(A),Bulkhead panel covered with melamine material. With large central access door.
422-0G	MELAMINE UPPER REAR INTERIOR PANEL	(A),Night Mist Cashmere.
422-0H	TRIM, CARPET/MELAMINE UPPER REAR INTERIOR PANEL	(B),Painted steel to match panel.
422-0K	CURB AND STREET SIDE REAR BULKHEAD ACCESS PANELS	(A),SST leathergrain panel.
422-0M	HRNS/AIR LINE COVERS AT UPPER DECK	(B),Painted flat black.
422-0N	FRT DEST SIGN DOOR LATCHES	(B),Short wing quad latches.
422-0P	DRIVER'S OVERHEAD PANEL	(S),With locker.
422-0R	DRIVER'S LOCKER LATCH	(B),Short wing quad latch.
422-0T	DRIVER'S COAT HOOK AND STRAP	(B),Located on the forward face of the harness cover behind the driver.
422-0U	SECURE DIAGNOSTIC STATION	(B),Above street side front wheelhouse. Incorporates driver's barrier. With four Take One pockets. Quantity of trays as per customer and / or as per electronic equipment within compartment.

Option	Description	Tech Summary Description
422-0V	SDS ENCLOSURE COLOUR	(B),Flat Black.
422-0W	SDS ENCLOSURE DOOR LATCHES	(B),5/16" square key quad latch.
422-13	FRONT SUNVISOR / ROLLERBLINDS	(B),Black rollerblind. Scissor type with 20" travel and 44" wide
422-14	SIDE SUNVISOR/ROLLERBLIND	(B),Black rollerblind. Scissor type with 20" travel.
422-15	SQUARE KEY T-HANDLE	(B),Located at lower left of driver.
422-16	ENTRANCE MECHANISM BOX DOOR LATCH	(B),Two short wing quad latches.
422-19	FLOOR HEAT DUCT MATERIAL	(B),Leathergrain textured SST.
422-1B	C/S,S/S REAR BULKHEAD ACCESS PANELS, OPENING METHOD	(B),Removable access panels.
422-1R	FRONT DASH, ACCESS PANEL LATCH	(B),Quarter turn, black powder coated 5/16" square key quad latches.
422-1W	INTERIOR UPPER REAR PANEL, TRIM OPTIONS	(B),Flat Trim Design
422-23	INTERIOR REAR PLC ENCLOSURE, LATCHES	(B),5/16" square key quad latch.
450-02	FLOORING	(A),Lower deck uses SpaceAge composite flooring. Upper deck uses fiberglass composite for step and floor to the rear wheelhouses and SpaceAge composite flooring to the rear.
450-03	DRIVESHAFT / TRANSMISSION / DRIVE MOTOR ACCESS PANELS	(B),One panel only set in the floor to access the driveshaft.
450-06	ALTRO FLOOR COVERING	(A),Storm TFM 27903 (2.7 mm / 0.11" thick), for aisle and underseats.
450-0A	STEP TO UPPER DECK	(B),Yellow anti-slip coating is applied to the edges and vertical faces of the step.
450-0B	FRONT AXLE STANDEE LINE	(B),One yellow flooring safety line provided fore of the hump at the front axle.
450-0C	ENTRANCE NOSING	(B),Nosing is 2" wide yellow anti-skid applied to the ramp.
450-0D	EXIT NOSING	(B),2.5" yellow nosing for Altro / Tarabus flooring.
450-0F	REAR SEAT RISER COVERING MATERIAL	(B),Same material and colour as used for the flooring.
450-0J	DRIVER'S PLATFORM FLOORING	(A),Altro, Storm TFM 27903 (2.7 mm / 0.11" thick)
450-0K	DRIVER'S PLATFORM TRIM	(B),SST.
450-0M	OUTER WHEELHOUSES	(B),SST front and rear.
450-0N	INTERIOR FRONT W/HOUSE (LUGG RACK) COLOURS	(B),Matte black, painted stipple. An LED aisle light is provided on the streetside. Also, SST scuff guards are provided.
450-0T	TRIM UPPER DECK	(B),Aluminum.
450-0U	FLOOR DRAIN LOCATION	(A),two, located aft of front wheelhouses.
450-0V	FLOOR DRAIN MATERIAL	(B),Cast brass grid strainer (chromed).
450-13	INTERIOR FRONT W/HOUSE (LUGG RACK), SCUFF GUARDS	(B),Standard height scuff guard
450-14	EXIT DOOR, WHEELHOUSE AND UPPER DECK TRIM, MATERIAL	(B),Aluminum Trim
460-01	WINDSHIELDS	(B),72% light transmittance green laminated. With blue shade band for street and curb sides.
460-02	WINDSHIELD PROTECTIVE FILM	(B),Required for coach delivery beyond a 500 mile radius of final assembly.
460-04	PASS / DRVR'S WINDOWS MANUFACTURER	(A),Arow Global flush mounted.
460-05	FLUSH PASSENGER WINDOWS	(A),Fixed, non-opening.
460-07	SDS WINDOW	(B),Full fixed picture window. Glazing matches passenger window, fully masked on interior side.
460-08	FLUSH WINDOW GLAZING	(A),Grey, 44% light transmittance, tempered.
460-0C	WINDOW FRAME COLOUR	(B),All window frames are black anodized.

Option	Description	Tech Summary Description
460-0D	WINDOW EMERGENCY EGRESS	(B), Minimum quantity based on FMVSS requirements, local, state/provincial, federal regulations or customer spec whichever is greater.
460-0E	SIDE DESTINATION SIGN WINDOWS	(B), Curbside. Fixed clear top and fixed bottom. Bottom matches passenger window glazing. (review 470 for side sign details).
460-0G	WINDOW GLAZING REPLACEMENT	(A), Basic replacement.
460-0J	PASS WINDOW THICKNESS	(B), 6 mm
460-0K	DRIVER'S WINDOW FLUSH	(A), With single sliding sash (forward), with exterior and interior handles. Non-egress.
460-0P	DRIVER'S WINDOW GLAZING	(A), Tempered with minimum 70% light transmittance.
470-01	DESTINATION SIGNS MFR	(A), Twin Vision Smart Series, LED display system.
470-02	DEST SIGN CONTROL UNIT LOCATION	(B), Under driver's overhead panel, at forward position of sawtooth panel.
470-05	TWIN VISION FRT. DEST. SIGNS	(B), Smart Series 3, LED amber, 16 x 160.
470-07	FRONT DESTINATION SIGN GLASS	(A), Heated and laminated.
470-0A	CURB SIDE DESTINATION SIGN LOCATION	(B), basic, at the first window, aft of entrance door. Note: this allows a maximum display width of approximately 40".
470-0C	TWIN VISION CURBSIDE DEST. SIGNS	(A), Smart Series 3, LED, amber, 8 x 96 (37.4" wide display).
470-0G	FRONT ROUTE SIGN	(A), Twin Vision Smart Series 3, LED, amber, 12 X 40.
470-0H	REAR ROUTE SIGN, LOCATION	(B), At the upper curbside.
470-0K	TWIN VISION REAR ROUTE SIGNS	(A), Smart Series 3, LED, amber 16 X 48 with camera.
470-10	AVA/AVL LED SIGN LOCATION	(A), Provision on the HVAC overhead enclosure with either cabling only or fishwire/conduit as per customer spec.
470-11	AUTO VEHICLE MONITORING SYSTEM (AVM)	(A), Provisions (cables)
470-16	NEW FLYER CONNECT-DIAGNOSTIC & MONITORING SYSTEM	(B), Diagnostic & Monitoring - NFIL interface wiring provisions.
470-1V	AVA/AVL PROVISIONS	(A), Provisions for future undetermined AVA/GPS system. Installation of ground plates, conduit and fish wire (No antenna, no cables).
480-02	EXTERIOR MIRROR MANUFACTURER	(A), Lucerix.
480-03	EXTERIOR SS MIRROR GLASS STYLE	(B), 2/1 (upper portion is flat, lower portion is convex).
480-04	EXTERIOR SS MIRROR GLASS SIZE	(B), 8" x 15"
480-05	EXTERIOR SS MIRROR HEATING REQUIREMENTS	(A), Heated.
480-06	EXTERIOR SS MIRROR POWER OPTIONS	(A), Dual remote control. (The upper and lower portions are remote controlled.)
480-08	EXTERIOR SS MIRROR ARM FUNCTIONALITY	(A), Spring back. Mirror arm springs back to its previously set position after deflection.
480-09	STREET SIDE MIRROR MOUNT	(B), Low mount.
480-0E	EXTERIOR CS MIRROR GLASS STYLE	(B), 2/1 (upper portion is flat, lower portion is convex)
480-0F	EXTERIOR CS MIRROR GLASS SIZE	(B), 8" x 15"
480-0G	EXTERIOR CS MIRROR HEATING REQUIREMENTS	(A), Heated.
480-0H	CURB SIDE MIRROR POWER OPTIONS	(B), Dual remote control. (The upper and lower portions are remote controlled.)
480-0K	EXTERIOR CS MIRROR ARM FUNCTIONALITY	(A), Spring back. Mirror arm springs back to its previously set position after deflection.
480-11	STREET / CURB SIDE HEATED MIRROR ACTIVATION	(A), Controlled by switch at the side console with a light.
480-13	DRIVER'S REAR VIEW MIRROR	(B), 8" x 15", black, convex.

Option	Description	Tech Summary Description
480-14	SPOT MIRROR	(B),6" diameter flat mirror with short arm, located at curbside front.
480-15	EXIT DOOR MIRROR	(B),convex, 12" diameter, mounted on curved modesty panel stanchion.
480-26	STREET/ CURB SIDE MIRROR ARM MATERIAL	(B),Carbon steel
490-01	ENT DOOR DRIVE SYS	(B),Pneumatic
490-02	ENTRANCE DOOR	(B),Vapor slide glide.
490-03	ENTR DOOR LIMIT SWITCH SET-UP	(B),Solid state proximity switch.
490-04	ENTRANCE EMERGENCY RELEASE VALVE	(B),Within mech box.
490-05	ENTRANCE DOOR MAGNETIC DUMP VALVE	(B),Required, located at baseplate.
490-07	ENTR/EXIT FRANG.COVER,LANGUAGE	(A),English and Spanish.
490-09	ENTRANCE DOOR COLOUR, INTERIOR	(S),Black
490-0B	ENTRANCE DOOR HANDLES	(B),Yellow powder coated.
490-0K	ENTRANCE DOOR GLAZING	(B),Full length single piece, 72% green.
490-0V	ENTR/EXIT FRANG.COVER	(S),Perforated cover
490-0W	ENT AND EXIT DOORS, INTERIOR AND EXTERIOR PANEL COLOR	(B),Black Powder Coat
491-01	EXIT DOOR DRIVE SYS	(B),Pneumatic
491-02	EXIT DOOR	(B),One rear curbside exit door. Medium Ameriview Vapor Slide Glide, 34.8" between panels.
491-03	SLIDE GLIDE EXIT LIMIT SWITCH	(B),Solid state proximity switch.
491-04	EXIT DOOR CONTROL	(B),Driver controlled at side console
491-0D	EXIT DOOR SENSITIVE EDGE	(B),Pnumatic sensitive vertical edge sensor provided at all exit doors.
491-0H	EXIT FRANGIBLE COVER SECUREMENT	(B),Magnetic latch.
491-0M	EXIT DOOR ASSIST HANDLES	(B),Yellow powdercoated, UPA-3 Aluminum
491-0P	EXIT DOOR GREEN LIGHT	(B),LED green light indicates that the exit door is set to open.
491-0T	EXIT DOOR ALARM	(B),Buzzer and red 'rear door open' indicator at the instrument panel activated when the sensitive edge is triggered.
491-0U	EXIT DOOR GLASS SIZE	(A),2/3 top, no glass at bottom. With interior kickplate.
491-0V	EXIT DOOR GLAZING	(B),6 mm
491-12	EXIT DOOR GREEN LIGHT MOUNTING ORIENTATION	(B),Exit door green light mounted horizontally on baseplate
526-02	35' PASSENGER SEAT QUANTITY	(A),31
526-04	PASSENGER SEAT MANUFACTURER	(B),American Seating
526-07	AMERICAN SEATING SEATS	(A),Insight-Prime+ seat, two color selection without an insert. Details as per customer spec.
526-09	REAR BENCH SEAT	(B),1-3-1 hinged seat.
526-0A	PASSENGER SEAT MOUNTING	(B),Cantilever.
526-0B	SEAT MOUNTED GRABRAIL	(B),Composite resin.
526-0C	FIRST SEAT,CURBSIDE UPPER REAR	(B),Forward facing.
526-0D	FIRST SEAT,STREETSIDE UPPER REAR	(B),Forward facing.
526-0F	PASSENGER SEATING BARRIER	(A),Integrated with restraint system.
526-0G	SEAT POSITION,FORWARD OF REAR EXIT	(B),Forward facing.
526-0R	USSC DRIVER'S SEAT MODEL	(A),G2A. Has 3 point seat belt. Has air suspension and lumbar.
526-0W	DRIVER'S SEAT COVER	(A),All fabric.

Option	Description	Tech Summary Description
526-0Y	DRIVER'S SEAT BELT	(A),Ready Reach system, lap and shoulder belt with retractor on left hand side.
526-10	DRIVER'S SEAT BELT COLOR	(A),Orange
526-12	DRIVER'S SEAT ARMRESTS	(A),Required on right hand side.
526-14	DRIVER'S SEAT BASE RISER MATERIAL	(B),Black powdercoated steel.
526-17	DRIVER'S SEAT HEADREST	(B),Required, vinyl headrest
526-18	WHEELCHAIR POSITIONS, QUANTITY	(B),Two. At basic locations, one aft of the curbside and one aft of the streetside front wheelhouses.
526-19	CS WHEELCHAIR RESTRAINT SYSTEM	(A),Q'POD forward facing barrier with integrated wheelchair restraint.
526-1A	SS WHEELCHAIR RESTRAINT SYSTEM	(A),Quantum rearward facing barrier.
526-1D	SHOULDER HARNESS, W/CHR RESTRAINTS	(A),Secured to structure (pier panel), one on streetside for rearward facing Quantum and integrated with Q-Pod restraint system on curbside.
526-1F	STANCHION / GRABRAIL STYLE	(B),Curved style vertical stanchions. Using cast SST fittings for vertical and horizontal stanchions.
526-1G	OVERHEAD HORIZONTAL GRABRAILS	(A),Yellow SST.
526-1K	COLOR - STANCHIONS AT EXITS & RR RISER STEP	(B),Yellow SST.
526-1M	VERT FORE OF S/S FRT W/HOUSE	(A),Yellow SST.
526-1N	VERT AFT OF S/S FRT W/HOUSE	(B),To match colour of vertical seat stanchions (see Option 526-1T).
526-1P	VERT FORE OF C/S FRT W/HOUSE	(B),Yellow SST.
526-1R	VERT AFT OF C/S FRT W/HOUSE	(B),To match colour of vertical seat stanchions (see option 526-1T).
526-1T	VERTICAL STANCHIONS AT SEATS - COLOR	(A),Yellow SST.
526-22	FRONT CURBSIDE LUGGAGE RACK	(B),Horizontal tube wraps around aft, aisle and fore sides.
526-23	FAREBOX GRABRAIL STYLE	(B),Basic SST grab rail.
526-26	MODESTY PANEL MELAMINE COLOR	(A),Night Mist Cashmere
526-27	C/SIDE FORE UPR DECK MOD PNL, GAP	(B),Approximately 2" diagonally.
526-29	BARRIER AT STREET SIDE REAR RISER	(A),Double stanchion bar.
526-2M	BARRIER FWD OF EXIT(S)	(B),Upper panel, 0.5" clear polycarbonate, basic width.
526-2T	EMERGENCY INSTRUCTIONS	(A),English / Spanish
526-32	DRIVER'S SEAT, FORE/AFT SEAT TRAVEL	(B),The fore / aft seat travel is 9.45".
526-34	CURB SIDE SEAT POSITION,AFT OF BAY FORWARD REAR EXIT	(B),Not required.
526-37	FRONT CURBSIDE LUGGAGE RACK COLOR	(A),Yellow
526-3B	FAREBOX GRABRAIL COLOR	(B),Yellow
526-3V	SEAT FWD OF REAR BENCH SEAT	(B),Forward facing.
549-02	HVAC UNIT 1	(B),Thermo King RLF rooftop A/C unit. Safe-T-Walk is provided for rooftop units.
549-04	HVAC UNIT MOTOR TYPE	(S),Brushless motor for primary heating & cooling system.
549-05	REFRIGERANT	(B),R-134a freon.
549-06	HVAC AIR INTAKE	(A),Recirculated with fresh air. Includes filter for the fresh air intake.
549-07	HVAC RETURN AIR FILTER	(B),TK polyester (disposable) filter.
549-08	HVAC FRESH AIR FILTER	(B),Polyester (disposable) fresh air filter.
549-0C	HVAC SYSTEM VALVES	(S),Brass ball valves with basic handles.
549-0D	A/C AND HEATER LINE CLAMPS	(B),Ideal.

Option	Description	Tech Summary Description
549-0E	A/C COMPRESSOR	(A),Thermo King S391 screw type compressor.
549-0F	A/C COMPRESSOR HOSE	(S),Duraflex convoluted stainless steel, braided.
549-0J	HVAC ELECTRONICS	(B),Thermo King Intelligaire 3, valid for A/C or heater units. With limited diagnostic capabilities.
549-0K	HVAC CONTROL PANELS	(B),Thermo King, installed at the HVAC unit.
549-0N	A/C PRESSURE READINGS	(B),Obtained via the Thermo King Intelligaire 3 control panel.
549-15	HVAC FAN SPEED SWITCH	(B),Not required.
549-16	BOOSTER PUMP	(B),Rotron
549-1A	DEFROSTER	(B),MCC 3 speed brushless SPAL blower, plastic end-caps, electrically controlled damper with on/off interlock.
549-1E	AUXILIARY/CABIN HEATER	(A),Valeo Thermo plus 300. 104,000 BTU/HR.
549-1F	AUXILIARY HEATER FUEL LINES	(B),GH100.
549-1G	AUXILIARY HEATER AIR INTAKE	(S),In engine compartment, with diffuser.
549-1R	ENTRANCE DOOR RAMP HEATER	(A),Single speed, defroster controlled.
549-20	FRONT CURB SIDE FLOOR HEATER SYSTEM	(A),Mobile Climate Control unit with low noise EBM centrifugal brushless motor. The casing is SST with plain finish with black plastic end caps. (note: exact position may be dependant on seating layout.)
549-22	FRONT STREET SIDE FLOOR HEATER SYSTEM	(A),Mobile Climate Control unit, with low noise EBM centrifugal brushless motor. The casing is SST with plain finish with black plastic end caps. (note: exact position may be dependant on seating layout.)
580-01	FRONT WHEELCHAIR RAMP	(B),NFIL ramp at front door. 32" wide, with 1:7 slope.
580-02	FRONT RAMP CONTROL	(B),Ramp switch at driver's instrument panel.
580-08	WHEELCHAIR RAMP SURFACE	(B),Covered with Full Metal Jacket anti-skid treatment. The leading edge is yellow FMJ, the side flanges are painted yellow.
580-0G	KNEELING/RAMP DEPLOYMENT WARNING BEEPER	(B),IP68-rated beeper, medium loud fast beep.
580-0H	FRONT KNEELING/RAMP DEPLOYMENT WARNING BEEPER LOCATION	(B),Curbside under front mask.
600-05	BACK-UP ALARM	(B),Basic alarm located on curbside.
600-06	BACK-UP ALARM SOUND LEVEL	(B),107 dBA.
600-0C	INTERIOR FAN(S),MANUFACTURER	(A),Bergstrom, 12 volt.
600-0E	DASH FANS,QTY AND LOCATION	(A),One fan, 3.5" right of center
600-0G	FAN UNDER FRT DEST SIGN COMPT	(A),At approx. 41.25" to the left of center.
600-0J	SDS TRAY QUANTITY	(A),Three trays total.
600-0M	FAREBOX PEDESTAL	(B),Stainless Steel Material. Length = 26.56"; Front fore length = 12.36"; Width = 13.96"; Height = 6"
600-26	RADIO,COMMUNICATION SYSTEM	(A),Provisions for system. Installation of antenna (s), cabling and ground plates, as per customer spec.
600-2G	VIDEO SURVEILLANCE SYSTEM	(A),Interior and exterior cameras.
600-2H	VIDEO SURVEILLANCE SYSTEM,MFR	(A),SafeFleet (MobileView).
600-31	FIRE SUPPRESSION	(A),Amerex Modular System.
600-32	FIRE SUPPRESSION BOTTLE LOCATION	(A),Located on rear shelf.
600-33	FIRE DETECTION SENSORS	(A),Amerex fire detection sensors - Two at streetside and one at curbside of engine compartment plus one by aux heater.
600-34	FIRE SUPPRESSION BOTTLE	(B),Amerex System with 25 lb dry chemical agent tank without inline blowout adapter.
600-36	FIRE SUPPRESSION DISPLAY PANEL LOCATION	(B),Under driver's overhead panel at middle position of sawtooth panel.
600-3V	BICYCLE RACK MANUFACTURER/MODEL	(A),Sportworks, Trilogy, front mounted.
600-3W	BICYCLE RACK MOUNTING	(A),Bolted slide-in standoff
600-3Y	BICYCLE RACK REMOVAL	(A),Bolted rack.

Option	Description	Tech Summary Description
600-3Z	BICYCLE RK MATL/COLOR	(A),SST, satin anti glare finish.
600-42	BICYCLE RACK INSTRUCTIONS	(A),English / Spanish
600-5A	AUTOMATIC PASSENGER COUNTER SYSTEM	(A),Full system.
600-5B	AUTOMATIC PASSENGER COUNTER	(A),Dilax (stand-alone system)
600-6B	GROUND STRAP #1 LOCATION	(A),Front of coach, centered on splash guard
600-6C	GROUND STRAP #2 LOCATION	(A),Rear of coach, centered on splash guard
600-6F	FAREBOX PEDESTAL TREATMENT	(B),Black full metal jacket
600-77	DASH FANS, SWITCH LOCATION	(B),At Side Console
600-79	FAN UNDER FRT DEST SIGN COMPT, SWITCH LOCATION	(B),At Side Console

(28)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-21-L1

Type: Negative Final Balancing Change Order #4

Location: Veteran's Blvd S

Date of Hearing: 2/13/2023

Routing

City Commission

Date

2/21/2023

PWPEC File

X

Project File

Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, related to Negative Final Balancing Change Order #4 in the amount of \$-27,248.43, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #4 in the amount of \$-27,248.43, bringing the total contract amount to \$1,451,633.52.

On a motion by Steve Dirksen, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Negative Final Balancing Change Order #4 to Northern Improvement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #4 in the amount of \$-27,248.43, bringing the total contract amount to \$1,451,633.52 to Northern Improvement.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Special Assessments

Developer meets City policy for payment of delinquent specials

Yes No

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Steve Dirksen, Fire Chief

☒☒☐

Michael Redlinger, City Administrator

☒☒☐

Bruce Grubb

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☐☐☐

Brenda Derrig, City Engineer

☒☒☐

Terri Gayhart, Finance Director

☒☒☐

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Manager
Date: February 9, 2023
Re: Improvement District No. BN-21-L1– Negative Final Balancing Change Order # 4

Background:

Improvement District No. BN-21-L1 is for the new construction of underground utilities, concrete pavement and incidentals on Veteran's Boulevard South.

Northern Improvement is the Prime Contractor for this project.

1. Special Bid Item A in the amount of \$5,449.68 for additional reinforcement panels for the proposed concrete pavement section.
2. Special Bid Item B in the amount of \$8,688.70 is for the disassembling and restocking of the 36 inch x 8 inch tee originally planned. Prior to the installation of the 36 inch valve, Master Construction assembled of the required fittings to make the connection to the existing 36 inch water main. City of Fargo staff shut down the planned installation due to high temperatures for the foreseeable future. To keep the project on schedule the Contractor was directed to install a 36 inch x 8 inch tapping sleeve and valve in lieu of the 8 inch tee. This change required the Contractor to disassemble the valve assembly.

Recommended Motion:

Approve Negative Final Balancing Change Order #4 in the amount of -\$27,248.43 to Northern Improvement.

JTL/klb
Attachments



CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-21-L1

Final Balancing
Change Order

VETERANS BOULEVARD BETWEEN 52ND AVENUE S AND 53RD AVENUE S

Change Order No	4	Change Order Date	2/9/2023
Contractor	Northern Improvement Co		

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE Change Order # 4

Final Change Order #4. Special Bid Item A in the amount of \$5,449.68 for additional reinforcement panels for the proposed concrete pavement section. Special Bid Item B in the amount of \$8,688.70 is for the disassembling and restocking of the 36 inch x 8 inch tee the was originally planned. Prior to the installation of the 36 inch valve, Master Construction assembled of the required fittings to make the connection to the existing 36 inch water main. City of Fargo staff shut down the planned installation due to high temperatures for the foreseeable future. To keep the project on schedule the Contractor was directed to install a 36 inch x 8 inch tapping sleeve and valve in lieu of the 8 inch tee. This change required the Contractor to disassemble the valve assembly.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Storm Sewer		Connect Pipe to Exist Pipe	EA	2		2	-2	0	\$725.00	-\$1,450.00
									Storm Sewer Sub Total	-\$1,450.00
		F&I Valve 8" Dia	EA	2	0	1	-1	0	\$2,175.00	-\$2,175.00
Cass Rural Water User District		F&I Hydrant Ext. 6" High	EA	2		2	-2	0	\$930.00	-\$1,860.00
									Cass Rural Water User District Sub Total	-\$4,035.00
		F&I Manhole 4' Dia Reinf Conc	EA	3	0	1	-1	0	\$5,260.00	-\$5,260.00
Storm Sewer		F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	2		2	-2	0	\$6,800.00	-\$13,600.00
		F&I Pipe w/GB 15" Dia Reinf Conc	LF	52	0	48	-48	0	\$74.50	-\$3,576.00
									Storm Sewer Sub Total	-\$22,436.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving		Subcut	CY	890	0	2020	-2020	0	\$4.00	-\$8,080.00
		F&I Pavement 8" Thick	SY	175		175	-175	0	\$97.00	-\$16,975.00
		Doweled Conc								
									Paving Sub Total	-\$25,055.00
Traffic Signals - Communications		F&I Foundation Type V	EA	1		1	-1	0	\$620.00	-\$620.00
									Traffic Signals - Communications Sub Total	-\$620.00
Sanitary Sewer	2	F&I Pipe SDR 35 - 12" Dia PVC	LF	582	0	371	-25.17	345.83	\$72.00	-\$1,812.24
									Sanitary Sewer Sub Total	-\$1,812.24
Cass Rural Water User District	7	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	890	0	380	-46	334	\$69.35	-\$3,190.10
	8	F&I Hydrant	EA	3	0	2	-1	1	\$5,100.00	-\$5,100.00
	9	F&I Hydrant Ext. 12" High	EA	2	0	2	2	4	\$1,030.00	\$2,060.00
	10	F&I Tapping Sleeve & Valve 36"x8"	EA	1	0	1	1	2	\$8,035.00	\$8,035.00
	11	F&I Valve 6" Dia	EA	3	0	2	-1	1	\$1,775.00	-\$1,775.00
	12	F&I Fittings C153 Ductile Iron	LB	2184	0	684	-590	94	\$10.50	-\$6,195.00
									Cass Rural Water User District Sub Total	-\$6,165.10
Storm Sewer	22	F&I Pipe 12" Dia	LF	255	0	171	29	200	\$60.00	\$1,740.00
	23	F&I Pipe 18" Dia	LF	140	0	94	110.28	204.28	\$74.50	\$8,215.86
	24	F&I Pipe w/GB 18" Dia Reinf Conc	LF	245	0	245	-116	129	\$84.50	-\$9,802.00
	25	Connect Pipe to Exist Structure	EA	2	0	2	2	4	\$1,030.00	\$2,060.00
									Storm Sewer Sub Total	\$2,213.86
Paving	28	Remove Curb & Gutter	LF	470	0	470	-156	314	\$4.25	-\$663.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	29	Remove Driveway All Thicknesses All Types	SY	15.5	0	15.5	344.5	360	\$10.00	\$3,445.00
	30	Remove Shared Use Path 5" Thick Conc	SY	100	0	100	-10	90	\$10.00	-\$100.00
	31	Remove Pavement All Thicknesses All Types	SY	2300	0	2300	1850	4150	\$2.95	\$5,457.50
	32	Remove Pavement All Thicknesses Asph	SY	905	0	905	-180	725	\$4.50	-\$810.00
	33	Remove Pavement 8" Thick Conc	SY	40	0	40	-5	35	\$9.50	-\$47.50
	36	Subgrade Preparation	SY	8725	0	6075	304	6379	\$1.20	\$364.80
	37	F&I Woven Geotextile	SY	8725	0	6075	304	6379	\$1.45	\$440.80
	38	F&I Class 5 Agg - 12" Thick	SY	8725	0	6075	304	6379	\$11.35	\$3,450.40
	39	F&I Edge Drain 4" Dia PVC	LF	3160	0	2260	76	2336	\$10.40	\$790.40
	40	F&I Curb & Gutter Standard (Type II)	LF	3160	0	2260	66	2326	\$24.00	\$1,584.00
	41	F&I Sidewalk 4" Thick Reinf Conc	SY	75	0	75	-49.7	25.3	\$58.50	-\$2,907.45
	42	F&I Sidewalk 6" Thick Reinf Conc	SY	180	0	180	-91	89	\$66.50	-\$6,051.50
	43	F&I Shared Use Path 5" Thick Reinf Conc	SY	2100	0	2100	-101.6	1998.4	\$48.00	-\$4,876.80
	44	F&I Det Wam Panels Cast Iron	SF	256	0	256	-76	180	\$38.00	-\$2,888.00
	45	F&I Driveway 7" Thick Reinf Conc	SY	800	0	600	50	650	\$65.00	\$3,250.00
	48	Casting to Grade - w/Conc	EA	9	0	7	-1	6	\$1,060.00	-\$1,060.00
	49	Mulching Type 1 Hydro	SY	29200	0	25820	-2813	23007	\$0.46	-\$1,293.98
	50	Seeding Type C	SY	29200	0	25820	-1066	24754	\$0.34	-\$362.44

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Pavement Marking	57	F&I Grooved Contrast Film 7" Wide	LF	2160	0	2160	-27	2133	\$14.50	-\$391.50
	58	F&I Grooved Contrast Film 11" Wide	LF	500	0	500	-5	495	\$25.75	-\$128.75
	60	F&I Grooved Plastic Film 16" Wide	LF	37	0	37	-1	36	\$25.75	-\$25.75
	61	F&I Grooved Plastic Film 24" Wide	LF	150	0	150	10	160	\$42.25	\$422.50
Street Lights	Paving Sub Total									-\$2,277.77
	Pavement Marking Sub Total									-\$123.50
Traffic Signals - Communications	67	F&I Conductor #6 USE Cu	LF	4608	0	2973	165	3138	\$2.40	\$396.00
	68	F&I Innerduct 1.5" Dia	LF	1536	0	991	230	1221	\$5.15	\$1,184.50
Traffic Signals - Communications	Street Lights Sub Total									\$1,580.50
	80	F&I Signal Standard Type V 17.5' High	EA	1	0	1	1	2	\$2,950.00	\$2,950.00
Change Order 1	83	F&I Signal Cable Loop Lead-in	LF	1000	0	1000	325	1325	\$0.80	\$260.00
	Traffic Signals - Communications Sub Total									\$3,210.00
Change Order 4	86	F&I Pavement 10" Thick Doweled Conc	SY	0	0	5300	174	5474	\$89.56	\$15,583.44
	Change Order 1 Sub Total									\$15,583.44
Change Order 4	92	Special Bid Item A	LS	-1	1	0	1	1	\$5,449.68	\$5,449.68
	93	Special Bid Item B	LS	0	0	0	1	1	\$8,688.70	\$8,688.70
Change Order 4	Change Order 4 Sub Total									\$14,138.38

Summary.

Source Of Funding

Net Amount Change Order # 4 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessment

-\$27,248.43

-\$527,118.30

\$2,006,000.25

\$1,451,633.52

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

APPROVED

For Contractor

Title


Vice President

APPROVED DATE

Department Head

Mayor

Attest





PAY ESTIMATE SHEET
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-21-L1

BN-21-L1
 Pmt #9
 Pmt \$90,972.52
 Bal -\$0.00
 Not Yet Approved

VETERANS BOULEVARD BETWEEN 52ND AVENUE S AND 53RD AVENUE S

Project No. BN-21-L1
Project Name New Paving and Utility Construction
Type Utilities and Paving New
Description Veterans Boulevard between 52nd Avenue S and 53rd Avenue S
Pay Estimate Number 9
From Date 11/4/2022
To Date 2/9/2023

The Honorable Board of City Commissioners
 Dear Commissioners,

Be advised that Northern Improvement Co has performed the work to date shown on this statement

1. Contract Work

		Contract		Previous		Current		To Date	
		Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
Sanitary Sewer									
1	F&I Manhole 4' Dia Reinf Conc - CO1	EA	1	\$7,650.00	1	\$7,650.00	0	\$0.00	100%
2	F&I Pipe SDR 35 - 12" Dia PVC - CO1	LF	345.83	\$72.00	315	\$22,680.00	30.83	\$2,219.76	100%
3	Connect Pipe to Exist Pipe	EA	1	\$730.00	1	\$730.00	0	\$0.00	100%
4	Plug Pipe 10" Dia	EA	1	\$720.00	1	\$720.00	0	\$0.00	100%
Sanitary Sewer Sub Total						\$31,780.00		\$2,219.76	\$33,999.76
Cass Rural Water User District									
5	Connect Pipe to Exist Pipe	EA	1	\$5,150.00	1	\$5,150.00	0	\$0.00	100%
6	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	15	\$51.50	15	\$772.50	0	\$0.00	100%
7	F&I Pipe C900 DR 18 - 8" Dia PVC - CO1	LF	334	\$69.35	339	\$23,509.65	-5	-\$346.75	100%
8	F&I Hydrant - CO1	EA	1	\$5,100.00	1	\$5,100.00	0	\$0.00	100%
9	F&I Hydrant Ext. 12" High - CO4	EA	4	\$1,030.00	4	\$4,120.00	0	\$0.00	100%
10	F&I Tapping Sleeve & Valve 36"x8" - CO4	EA	2	\$8,035.00	2	\$16,070.00	0	\$0.00	100%

1. Contract Work

1. Contract Work											
	Contract		Previous		Current		To Date				
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity		Amount (\$)	% Comp.
11	F&I Valve 6" Dia - CO1	EA	1	\$1,775.00	1	\$1,775.00	0	\$0.00	1	\$1,775.00	100%
12	F&I Fittings C153 Ductile Iron - CO1	LB	94	\$10.50	98	\$1,029.00	-4	-\$42.00	94	\$987.00	100%
Cass Rural Water User District Sub Total					\$57,526.15			-\$388.75		\$57,137.40	
Water Main - COF											
13	F&I Valve 36" Dia	EA	1	\$66,300.00	1	\$66,300.00	0	\$0.00	1	\$66,300.00	100%
14	Connect Pipe to Exist Pipe	EA	2	\$5,100.00	2	\$10,200.00	0	\$0.00	2	\$10,200.00	100%
15	F&I Fittings C153 Ductile Iron - CO1	LB	750	\$36.00	750	\$27,000.00	0	\$0.00	750	\$27,000.00	100%
16	Remove Pipe All Sizes All Types	LF	10	\$21.00	10	\$210.00	0	\$0.00	10	\$210.00	100%
17	F&I Pipe Class 53 - 36" Dia Ductile Iron	LF	10	\$725.00	10	\$7,250.00	0	\$0.00	10	\$7,250.00	100%
Water Main - COF Sub Total					\$110,960.00			\$0.00		\$110,960.00	
Storm Sewer											
18	Remove Pipe All Sizes All Types	LF	160	\$10.50	160	\$1,680.00	0	\$0.00	160	\$1,680.00	100%
19	F&I Crossing Chamber 7' Dia Reinf Conc	EA	1	\$17,250.00	1	\$17,250.00	0	\$0.00	1	\$17,250.00	100%
20	F&I Inlet - Double Box (DBI) Reinf Conc	EA	6	\$4,030.00	6	\$24,180.00	0	\$0.00	6	\$24,180.00	100%
21	F&I Inlet - Round (RDI) Reinf Conc	EA	4	\$1,960.00	4	\$7,840.00	0	\$0.00	4	\$7,840.00	100%
22	F&I Pipe 12" Dia - CO1	LF	200	\$60.00	200	\$12,000.00	0	\$0.00	200	\$12,000.00	100%
23	F&I Pipe 18" Dia - CO1	LF	204.28	\$74.50	204.28	\$15,218.86	0	\$0.00	204.28	\$15,218.86	100%
24	F&I Pipe w/GB 18" Dia Reinf Conc - CO4	LF	129	\$84.50	129	\$10,900.50	0	\$0.00	129	\$10,900.50	100%
25	Connect Pipe to Exist Structure - CO1	EA	4	\$1,030.00	4	\$4,120.00	0	\$0.00	4	\$4,120.00	100%
Storm Sewer Sub Total					\$93,189.36			\$0.00		\$93,189.36	
Paving											
26	Salvage Gate	LS	1	\$4,200.00	1	\$4,200.00	0	\$0.00	1	\$4,200.00	100%
27	Topsoil - Strip - CO1	CY	6848	\$4.50	6848	\$30,816.00	0	\$0.00	6848	\$30,816.00	100%
28	Remove Curb & Gutter - CO4	LF	314	\$4.25	300	\$1,275.00	14	\$59.50	314	\$1,334.50	100%

1. Contract Work

1. Contract Work											
	Contract		Previous		Current		To Date				
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity		Amount (\$)	% Comp.
29	Remove Driveway All Thicknesses All Types - CO4	SY	360	\$10.00	360	\$3,600.00	0	\$0.00	360	\$3,600.00	100%
30	Remove Shared Use Path 5" Thick Conc - CO4	SY	90	\$10.00	90	\$900.00	0	\$0.00	90	\$900.00	100%
31	Remove Pavement All Thicknesses All Types - CO4	SY	4150	\$2.95	4150	\$12,242.50	0	\$0.00	4150	\$12,242.50	100%
32	Remove Pavement All Thicknesses Asph - CO4	SY	725	\$4.50	725	\$3,262.50	0	\$0.00	725	\$3,262.50	100%
33	Remove Pavement 8" Thick Conc - CO4	SY	35	\$9.50	35	\$332.50	0	\$0.00	35	\$332.50	100%
34	Remove Pavement 10" Thick Conc	SY	560	\$9.50	560	\$5,320.00	0	\$0.00	560	\$5,320.00	100%
35	Excavation - CO1	CY	6875	\$6.85	6875	\$47,093.75	0	\$0.00	6875	\$47,093.75	100%
36	Subgrade Preparation - CO1	SY	6379	\$1.20	6075	\$7,290.00	304	\$364.80	6379	\$7,654.80	100%
37	F&I Woven Geotextile - CO1	SY	6379	\$1.45	6075	\$8,808.75	304	\$440.80	6379	\$9,249.55	100%
38	F&I Class 5 Agg - 12" Thick - CO1	SY	6379	\$11.35	6075	\$68,951.25	304	\$3,450.40	6379	\$72,401.65	100%
39	F&I Edge Drain 4" Dia PVC - CO1	LF	2336	\$10.40	2250	\$23,400.00	86	\$894.40	2336	\$24,294.40	100%
40	F&I Curb & Gutter Standard (Type II) - CO1	LF	2326	\$24.00	2050	\$49,200.00	276	\$6,624.00	2326	\$55,824.00	100%
41	F&I Sidewalk 4" Thick Reinf Conc - CO4	SY	25.3	\$58.50	15	\$877.50	10.3	\$602.55	25.3	\$1,480.05	100%
42	F&I Sidewalk 6" Thick Reinf Conc - CO4	SY	89	\$66.50	150	\$9,975.00	-61	-\$4,056.50	89	\$5,918.50	100%
43	F&I Shared Use Path 5" Thick Reinf Conc - CO4	SY	1998.4	\$48.00	2000	\$96,000.00	-1.6	-\$76.80	1998.4	\$95,923.20	100%
44	F&I Det Wam Panels Cast Iron - CO4	SF	180	\$38.00	152	\$5,776.00	28	\$1,064.00	180	\$6,840.00	100%
45	F&I Driveway 7" Thick Reinf Conc - CO1	SY	650	\$65.00	400	\$26,000.00	250	\$16,250.00	650	\$42,250.00	100%
46	GV Box to Grade - Blvd - CO1	EA	4	\$270.00	2	\$540.00	2	\$540.00	4	\$1,080.00	100%
47	Casting to Grade - Blvd - CO1	EA	14	\$330.00	14	\$4,620.00	0	\$0.00	14	\$4,620.00	100%
48	Casting to Grade - w/Conc - CO1	EA	6	\$1,060.00	6	\$6,360.00	0	\$0.00	6	\$6,360.00	100%
49	Mulching Type 1 Hydro - CO1	SY	23007	\$0.46	25000	\$11,500.00	-1993	-\$916.78	23007	\$10,583.22	100%

1. Contract Work

1. Contract Work											
	Contract		Previous		Current		To Date		% Comp.		
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)				
50	Seeding Type C - CO1	SY	24754	\$0.34	25000	\$8,500.00	-246	-\$83.64	24754	\$8,416.36	100%
51	Inlet Protection - Existing Inlet	EA	10	\$205.00	10	\$2,050.00	0	\$0.00	10	\$2,050.00	100%
52	Inlet Protection - New Inlet	EA	12	\$205.00	12	\$2,460.00	0	\$0.00	12	\$2,460.00	100%
53	Stormwater Management	LS	1	\$3,550.00	1	\$3,550.00	0	\$0.00	1	\$3,550.00	100%
54	Temp Construction Entrance	EA	2	\$1,000.00	2	\$2,000.00	0	\$0.00	2	\$2,000.00	100%
55	Traffic Control - Type 2	LS	1	\$16,500.00	1	\$16,500.00	0	\$0.00	1	\$16,500.00	100%
56	Boulevard Grading	SY	1000	\$3.65	1000	\$3,650.00	0	\$0.00	1000	\$3,650.00	100%
					Paving Sub Total	\$467,050.75			\$25,156.73	\$492,207.48	
Pavement Marking											
57	F&I Grooved Contrast Film 7" Wide - CO4	LF	2133	\$14.50	2133	\$30,928.50	0	\$0.00	2133	\$30,928.50	100%
58	F&I Grooved Contrast Film 11" Wide - CO4	LF	495	\$25.75	495	\$12,746.25	0	\$0.00	495	\$12,746.25	100%
59	F&I Contrast Tape Messages	SF	128	\$45.35	128	\$5,804.80	0	\$0.00	128	\$5,804.80	100%
60	F&I Grooved Plastic Film 16" Wide - CO4	LF	36	\$25.75	36	\$927.00	0	\$0.00	36	\$927.00	100%
61	F&I Grooved Plastic Film 24" Wide - CO4	LF	160	\$42.25	160	\$6,760.00	0	\$0.00	160	\$6,760.00	100%
					Pavement Marking Sub Total	\$57,166.55			\$0.00	\$57,166.55	
Signing											
62	F&I High Intensity Prismatic	SF	10	\$23.50	10	\$235.00	0	\$0.00	10	\$235.00	100%
63	F&I Diamond Grade Cubed	SF	19.7	\$25.50	19.7	\$502.35	0	\$0.00	19.7	\$502.35	100%
64	F&I Sign Assembly & Anchor	EA	4	\$155.00	4	\$620.00	0	\$0.00	4	\$620.00	100%
65	F&I Barricade Type III	EA	3	\$685.00	3	\$2,055.00	0	\$0.00	3	\$2,055.00	100%
					Signing Sub Total	\$3,412.35			\$0.00	\$3,412.35	
Street Lights											
66	F&I Base 6' Deep Reinf Conc - CO1	EA	6	\$620.00	6	\$3,720.00	0	\$0.00	6	\$3,720.00	100%
67	F&I Conductor #6 USE Cu - CO1	LF	3138	\$2.40	3138	\$7,531.20	0	\$0.00	3138	\$7,531.20	100%
68	F&I Innerduct 1.5" Dia - CO1	LF	1221	\$5.15	1221	\$6,288.15	0	\$0.00	1221	\$6,288.15	100%

1. Contract Work

		Contract		Previous		Current		To Date	
		Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
69	F&I Luminaire Type A - CO1	EA	6	\$620.00	6	\$3,720.00	0	\$0.00	6 \$3,720.00 100%
70	F&I Pull Box	EA	1	\$1,030.00	1	\$1,030.00	0	\$0.00	1 \$1,030.00 100%
71	F&I Light Standard Type A - CO1	EA	6	\$2,575.00	6	\$15,450.00	0	\$0.00	6 \$15,450.00 100%
Street Lights Sub Total						\$37,739.35		\$0.00	\$37,739.35
Traffic Signals - Communications									
72	Salvage Signal Standard	EA	1	\$1,545.00	1	\$1,545.00	0	\$0.00	1 \$1,545.00 100%
73	Remove Foundation Type IV/Combo	EA	1	\$2,575.00	1	\$2,575.00	0	\$0.00	1 \$2,575.00 100%
74	F&I Foundation Type IV/Combo	EA	1	\$3,910.00	1	\$3,910.00	0	\$0.00	1 \$3,910.00 100%
75	Install Signal Standard Combo - 47' MA	EA	1	\$4,325.00	1	\$4,325.00	0	\$0.00	1 \$4,325.00 100%
76	Remove Foundation Type V	EA	1	\$515.00	1	\$515.00	0	\$0.00	1 \$515.00 100%
77	Relocate Signal Standard Type V	EA	1	\$875.00	1	\$875.00	0	\$0.00	1 \$875.00 100%
78	Relocate Pull Box	EA	1	\$620.00	1	\$620.00	0	\$0.00	1 \$620.00 100%
79	Salvage Signal Standard Type V	EA	1	\$210.00	1	\$210.00	0	\$0.00	1 \$210.00 100%
80	F&I Signal Standard Type V 17.5' High - CO4	EA	2	\$2,950.00	2	\$5,900.00	0	\$0.00	2 \$5,900.00 100%
81	F&I Head 4 Sect w/12" LED Post Mtd	EA	1	\$1,250.00	1	\$1,250.00	0	\$0.00	1 \$1,250.00 100%
82	F&I Head 4 Sect w/12" LED MA Mtd	EA	1	\$1,000.00	1	\$1,000.00	0	\$0.00	1 \$1,000.00 100%
83	F&I Signal Cable Loop Lead-in - CO4	LF	1325	\$0.80	1325	\$1,060.00	0	\$0.00	1325 \$1,060.00 100%
84	F&I Detection Preformed Loop	EA	9	\$1,545.00	9	\$13,905.00	0	\$0.00	9 \$13,905.00 100%
85	Furnish Traffic Signal Equipment	EA	1	\$4,950.00	1	\$4,950.00	0	\$0.00	1 \$4,950.00 100%
Traffic Signals - Communications Sub Total						\$42,640.00		\$0.00	\$42,640.00
A. All Contract Work Container Subtotal						\$901,464.51		\$26,987.74	\$928,452.25

2. Change Orders

2. Change Orders				Change Order Item & Quantity Summary				Change Order Item Payment Summary							181			
				Previous Contract Totals			New Contract Totals			Previous			Current			To Date		% Complete
				Unit	Qty	Price	Unit	Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
Change Order #1				Net Contract Change: \$211,558.75														
F&I																		
Pavement																		
New	C26	10" Thick	SY	0	\$89.56	SY	5300	\$89.56	5350	\$479,146.00	124	\$11,105.44	5474	\$490,251.44	103%			
Doweled																		
Conc																		
				Change Order #1 Subtotals														\$490,251.44
Change Order #2				Net Contract Change: \$10,045.00														
New	C33	Modify Manhole	EA	0	\$1,186.25	EA	4	\$1,186.25	4	\$4,745.00	0	\$0.00	4	\$4,745.00	100%			
New	C34	Topsoil - Import	CY	0	\$15.00	CY	250	\$15.00	250	\$3,750.00	0	\$0.00	250	\$3,750.00	100%			
New	C35	Grade Roadway	LF	0	\$1,550.00	LF	1	\$1,550.00	1	\$1,550.00	0	\$0.00	1	\$1,550.00	100%			
				Change Order #2 Subtotals														\$10,045.00
Change Order #3				Net Contract Change: \$8,746.45														
Sediment																		
New	C36	Control Log 10" to 15" Dia	LF	0	\$3.85	LF	15	\$3.85	0	\$0.00	15	\$57.75	15	\$57.75	100%			
New	C37	Special Bid Item A	LS	0	\$8,688.70	LS	1	\$8,688.70	0	\$0.00	1	\$8,688.70	1	\$8,688.70	100%			
				Change Order #3 Subtotals														\$8,746.45
Change Order #4				Net Contract Change: \$26,347.57														

2. Change Orders

2. Change Orders

Change Order Item & Quantity Summary							Change Order Item Payment Summary							100%		
CO# & Category		Line No	Description	Previous Contract Totals			New Contract Totals			Previous		Current			To Date	
				Unit	Qty	Price	Unit	Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)		Quantity	Amount (\$)
F&I																
Pavement																
New	C76		10" Thick Doweled Conc	SY	5300	\$89.56	SY	5474	\$89.56	*Qty Change Items Tracked in Original Contract Work Container						
New	C77		Special Bid Item A	LS	0	\$5,449.68	LS	1	\$5,449.68	0	\$0.00	1	\$5,449.68	1	\$5,449.68	100%
New	C78		Special Bid Item B	LS	0	\$8,688.70	LS	1	\$8,688.70	0	\$0.00	1	\$8,688.70	1	\$8,688.70	100%
Change Order #4 Subtotals											\$0.00		\$14,138.38		\$14,138.38	
B. All Change Order Work Paid Subtotal											\$489,191.00		\$33,990.27		\$523,181.27	
C. All Contract Work Container Subtotal											\$901,464.51		\$26,987.74		\$928,452.25	
D. Total Contract Work Completed To Date															\$1,451,633.52	
E. Total Contract Work Completed This Pay Estimate													\$60,978.01			

* Please Note That Change Order Payment Totals On This Page Will Not Reflect The Total Change Order Value If The Change Order Contains Quantity Change Items

3. Payment Adjustments

3. Payment Adjustments										
Contract			Previous		Current		To Date			
			Unit Qty	Price	Quantity	Amount (\$)			Quantity	Amount (\$)
Category	Line No	Description	Unit Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	% Complete
Material On Hand										
MOH1	P1	MOH Payment null	LS	1	\$39,538.27	\$0.00		\$0.00	1	\$39,538.27
	B1	MOH Balance null	LS	1	-\$39,538.27	0	\$0.00	1	-\$39,538.27	
MOH2	P2	MOH Payment F&I Valve 36" Dia	LS	1	\$65,682.48		\$0.00	\$0.00	1	\$65,682.48
	P3	MOH Payment F&I Fittings C153 Ductile Iron	LS	1	\$12,349.28		\$0.00	\$0.00	1	\$12,349.28
	P4	MOH Payment F&I Pipe Class 53 - 36" Dia Ductile Iron	LS	1	\$5,675.40		\$0.00	\$0.00	1	\$5,675.40
	R1	MOH Recovery F&I Valve 36" Dia	EA	1	\$65,682.48		\$0.00	\$0.00	1	-\$65,682.48
	R2	MOH Recovery F&I Fittings C153 Ductile Iron	LB	1	\$12,349.28		\$0.00	\$0.00	1	-\$12,349.28
	R3	MOH Recovery F&I Pipe Class 53 - 36" Dia Ductile Iron	LF	1	\$5,675.40		\$0.00	\$0.00	1	-\$5,675.40
Material On Hand Subtotals						\$0.00		-\$39,538.27		-\$0.00
F. All Payment Adjustment Category Subtotals This Pay Estimate						\$0.00		-\$39,538.27		
G. All Payment Adjustment Category Subtotals To Date										-\$0.00

Contract Summary		
1. Original Contract Amount	Original contract amount	\$2,006,000.25
2. Net Contract Change by Change Order	Sum of all net change order values	-\$554,366.73
3. Current Contract Amount	Sum of original contract amount and all change orders	\$1,451,633.52
Total Work Completed To Date		
4. Total Contract Work Completed to Date	Section 2 of This Estimate, Line D	\$1,451,633.52
5. Total Contract Work Completed This Pay Estimate	Section 2 of This Estimate, Line E	\$60,978.01
Payment Adjustments		
6. Total Retainage Withheld @ 0% of Total Contract Work Completed to Date	Line 4 x 0%	-\$0.00
7. Retainage Release This Pay Estimate	(If Retainage is to be released) = Previous Total Retainage Withheld minus Line 6	\$69,532.78
8. Total Payment Adjustments This Pay Estimate	Section 3 of This Estimate, Line F	-\$39,538.27
Payment Due Summary		
9. Total Due to Date	Line 4 + Line 6 + Total Payment Adjustments To Date (Line G, Section Three)	\$1,451,633.52
10. Previous Payments	Sum of all previous Payments to Contractor	\$1,360,661.00
11. Payment Due This Estimate	Line 9 - Line 10	\$90,972.52

Jason Leonard

From: Phil Duginski <pduginski@nicnd.com>
Sent: Thursday, January 05, 2023 8:51 AM
To: Jason Leonard
Subject: BN-21-L1 Added Reinforced Panels
Attachments: BN-21-L1 Revised Joint Layout (6-13-2022).pdf; BN-21-L1 As Bid Joint Layout.pdf; American Highway Rebar & CHCU Quote.pdf

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Jason,

As we discussed, several reinforced panels were added to the revised PCC jointing layout plan sheets dated 6-13-2022. The added reinforced panels are highlighted in orange on the attached revised joint layout plan sheets. The original "as bid" joint layout plan sheets are also attached for your reference.

We estimate that 522 SY of reinforced pavement was added with the revised jointing layout, and request payment for the additional materials and labor required for placement as follows:

- Material (#4 rebar and support chairs) = \$ 7.42/SY
- Labor = \$ 3.02/SY

Total = \$10.44/SY x 522 SY = \$ 5449.68

These costs are calculated as follows:

- Material: (American Highway material quote is attached)

4 Rebar = 522 SY x 5.4 LBS/SY = 2818.8 = 2819 LBS @ \$.968/LB = \$ 2728.79

Support Chairs = 522 SY x 1.875 LF/SY = 978.75 = 980 LF @ \$.806/LF = \$ 789.88

Material Cost = \$ 3518.67

10% Mark-up on Material = \$ 351.87

Material Total = \$ 3870.54

\$3870.54/522 SY = \$7.415 = \$7.42/SY

- Labor: 2819 LBS @ \$.56/LB = \$ 1578.64

\$1578.64/522 SY = \$3.024 = \$3.02/SY

Please contact me if you have any questions.

Thank you,



HOME OFFICE
FARGO, NORTH DAKOTA
4000 12th Avenue N.W.
58108-2046
P.O. Box 2648
Phone 701-277-1225
Fax 701-277-1516

OFFICE AT
BISMARCK, NORTH DAKOTA
58502-1254
P.O. Box 1254
Phone 701-223-6895
Fax 701-224-0837

OFFICE AT
DICKINSON, NORTH DAKOTA
58602-1035
P.O. Box 1035
Phone 701-225-6197
Fax 701-225-0297

IMPROVEMENT COMPANY

Thomas McCormick, President/CEO
Steve McCormick, Executive Vice-President

DATE: 11/30/2022

TO: City of Fargo Engineering

RE: BN-21-L1
Change Order Request - Valve Re-Assembly

Northern Improvement Company is requesting that additional compensation be paid base on the following:

Description	Qty.	Unit	Unit Price	Price
Valve Re-Assembly and Restocking Fee (Includes 10% Prime Contractor Markup)	1	LS		\$8,688.70

Respectfully Submitted,
NORTHERN IMPROVEMENT COMPANY

Scott Pederson
Estimator/Project Manager



State of North Dakota Change Order / Extra Work Formula

Date: 11/30/2022
 Job Number: BN-21-L1
 Description: Vets Blvd & 53rd Ave S
 Engineer: City of Fargo
 Owner Rep: Jason Leonard

LABOR

Classification	Hours	Hourly Rate	Contractor Fee (15%)	Total
3 Laborers	12	\$ 60.00	\$ 9.00	\$ 828.00
				\$ 828.00

Equipment

Make	Size	Description	Utilized Hours	Hourly Rate	Total
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\$ -

Materials

Description	EA	Quantity	Cost	OH / Profit (15%)	Total
36"x8" Tee Restock	EA	1	\$ 828.22	\$ 952.45	\$ 952.45
36" Stargrips	EA	4	\$ 1,330.08	\$ 1,529.59	\$ 6,118.37

\$ 7,070.82

Notes:

Master Construction assembled the 36" valve, 36"x8" tee, and 36" pipe pieces to install per plan. The COF directed Master to not cut in this assembly and to install in the fall without the tee included. The 36"x8" tee had to be returned with a restocking fee. The assembly had 4 - 36" stargrips installed that were then unusable for the future installation request by COF so Master Construction had to purchase 4 additional 36" stargrips for future installation. The initial assembly took 3 laborers 4 hours each of install labor that was lost as well. Picture of initial assembly is attached for reference.

Total Labor	\$ 828.00
Total Equipment	\$ -
Total Materials	\$ 7,070.82

Grand Total \$ 7,898.82



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # R011550
Invoice Date 6/13/22
Account # 239484
Sales Rep EMILY STEVENSON
Phone # 701-219-7480
Branch #251 Fargo, ND
Total Amount Due \$129,877.41

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

MASTER CONSTRUCTION CO INC
PO BOX 788
FARGO ND 58107 0788

Shipped To:
52ND AVE & VETERANS BLVD
CORY 701-318-5187
FARGO, ND

CUSTOMER JOB- BN21L1 BN21L1 VETERANS

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
6/08/22	6/10/22	BN21L1	BN21L1 VETERANS	BN21L1		CORE & MAIN LP	R011550

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
59VB668FARK	668 VALVE BOX COMBO FARGO IMPORT W/TYLER LID BID SEQ# 210	1	1		213.92000	EA	213.92
59VB668FARK	668 VALVE BOX COMBO FARGO IMPORT W/TYLER LID BID SEQ# 330	2	2		213.92000	EA	427.84
59VB668FARK	668 VALVE BOX COMBO FARGO IMPORT W/TYLER LID BID SEQ# 390	1	1		213.92000	EA	213.92
/30016852434	36 MJ RW GATE VLV OL BID SEQ# 520	1	1		45000.00000	EA	45,000.00
/80016852435	367-4935 2" SS OPERATING NUT BID SEQ# 530	1		1	155.00000	EA	.00
59VB685024B	24B CI BOTTOM SECTION F/6850 BID SEQ# 550	1	1		75.85000	EA	75.85
21AMF8363036	36 3036 DI STARGRIP RESTR. (I) SGDP36 BID SEQ# 580	6	6		1320.00000	EA	7,980.48
21I36S124T	36 MJ L/P SLV C153 IMP BID SEQ# 610	1	1		4716.30000	EA	4,716.30
21I36T080M	36X8 MJ TEE C153 IMP BID SEQ# 620	1	1		6938.58000	EA	6,938.58
0136052HDSS	36" HDSS C152 DI PIPE 18' BID SEQ# 630	18	18		300.00000	FT	5,400.00
96DISURCHARGE	DUCTILE IRON MANUF SURCHARGE DETERMINED AT TIME OF SHIPMENT AND MAY NOT REFLECT QUOTED PRICE	106	106		N/C	EA	

CONTINUED... Page: 1



DUPLICATE

CREDIT MEMO

1830 Craig Park Court
St. Louis, MO 63146

Invoice # R078487
Invoice Date 6/30/22
Account # 239484
Sales Rep EMILY STEVENSON
Phone # 701-219-7480
Branch #251 Fargo, ND
Total Amount Due -\$6,164.12

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

MASTER CONSTRUCTION CO INC
PO BOX 788
FARGO ND 58107 0788

Shipped To:
52ND AVE & VETERANS BLVD
FARGO, ND

CUSTOMER JOB- BN21L1 BN21L1 VETERANS

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
6/20/22	6/20/22	SEE BELOW	BN21L1 VETERANS	BN21L1		CORE & MAIN LP	R078487

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				

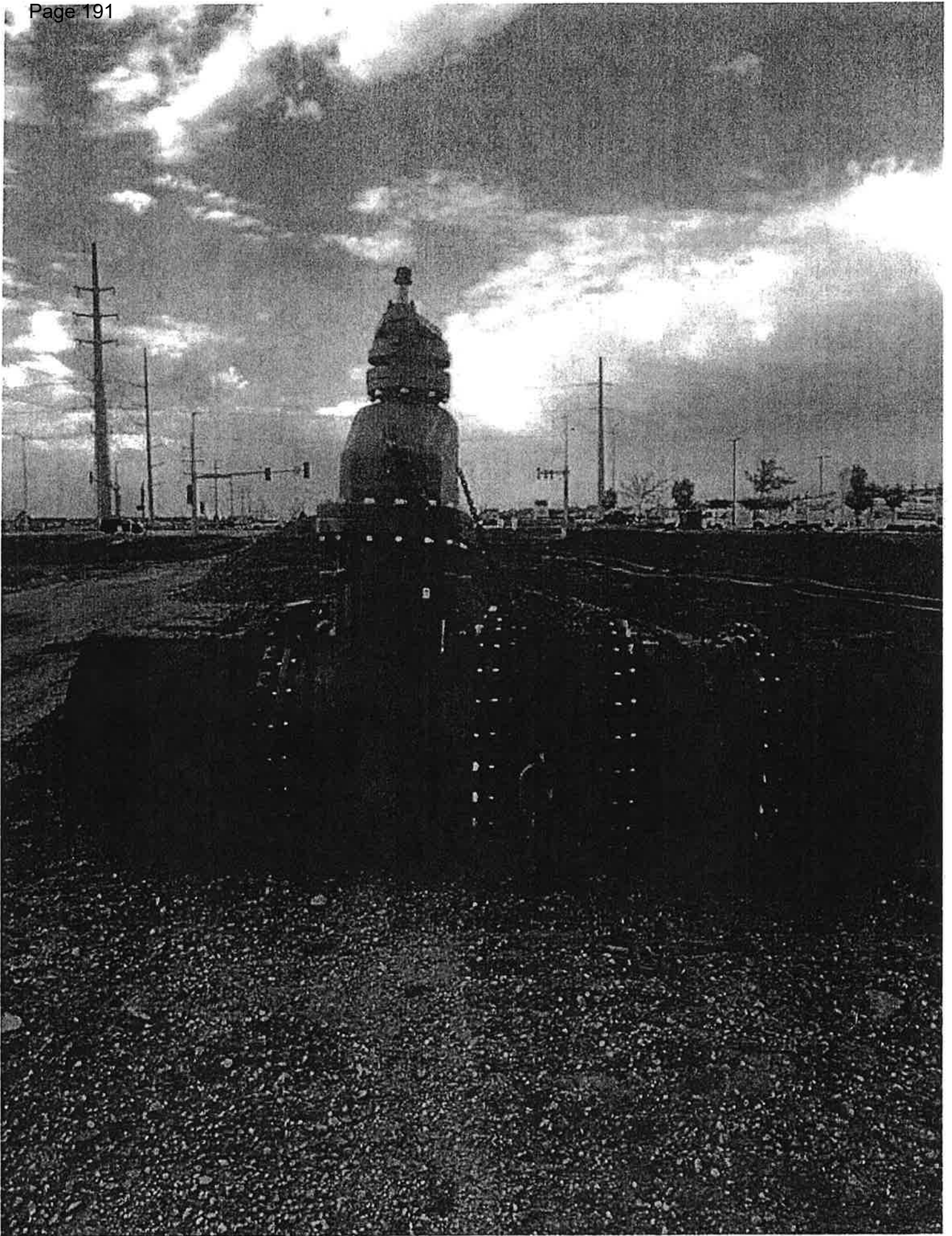
CUSTOMER PO#- BN21L1 *CREDIT*
Reference Invoice No.R011550

21I36T080M	36X8 MJ TEE C153 IMP BID SEQ# 620	1	1		6938.58000 EA		-6,938.58
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Freight	Delivery	Handling	Restock	Misc
\$299.29			\$828.22	
Terms: NET 30				

Subtotal:	-6,938.58
Other:	1,127.51
Tax:	-353.05
Invoice Total:	-\$6,164.12

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



REPORT OF ACTION

(29)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. RR-19-A1 Type: Preliminary Engineering Agreement

Location: 7th Ave & 16th St N Date of Hearing: 2/13/2023

<u>Routing</u>	<u>Date</u>
City Commission	2/21/2023
PWPEC File	X
Project File	Eric Hodgson

The Committee reviewed the accompanying correspondence from Civil Engineer, Eric Hodgson, regarding the Preliminary Engineering Agreement between the City of Fargo and BNSF.

BNSF requires that the City of Fargo enter into a Preliminary Engineering Agreement (PEA) to participate in the pursuit of establishing a quiet zone in north Fargo. The PEA is designed to reimburse BNSF for all the costs they incur in relation to their participation leading up to the construction of the project. BNSF estimates this cost to be \$22,000.

On a motion by Bruce Grubb, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Preliminary Engineering Agreement between the City of Fargo and BNSF.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Preliminary Engineering Agreement between the City of Fargo and BNSF for Improvement District RR-19-A1.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Michael Redlinger, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Terri Gayhart, Finance Director

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

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Eric Hodgson, Civil Engineer II
Date: February 13, 2023
Re: 7th Avenue North and 16th Street North Quiet Zone
(RR-19-A1)

Background:

BNSF requires that the City of Fargo enter into a Preliminary Engineering Agreement (PEA) to participate in the pursuit of establishing a quiet zone in north Fargo.

The PEA is designed to reimburse BNSF for all the costs they incur in relation to their participation leading up to the construction of the project. BNSF estimates this cost to be \$22,000. The City will reimburse BNSF for their actual cost incurred whether it's greater or lesser than the estimated cost.

The City Attorney, Nancy Morris, reviewed the PEA. Nancy did have a few comments but no objections.

Recommended Motion:

Approve the Preliminary Engineering Agreement between the City of Fargo and BNSF.

EBH/klb

Attachments:

- Preliminary Engineering Agreement
- Legal's Comments

From: [Nancy Morris](#)
To: [Eric Hodgson](#)
Cc: [Jeremy Gorden](#)
Subject: RE: Project: RR-19-A1 "7th Avenue North and 16th Street Quiet Zone"
Date: Friday, February 3, 2023 3:39:52 PM
Attachments: [image002.png](#)

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Good afternoon,

I have just a few comments/questions with regard to the Agreement. First, should there be "Not to Exceed" amount for the work to be completed, estimated to be in the amount of \$22,000? I only raise for consideration- if not an issue, I don't have any changes to the agreement.

The second item of note is that a separate Entry Permit must be secured for work to be done in the RR right of way (page 4 of 7).

The indemnity provision recognizes that is applicable to the "extent permitted by law" – no objection there- likely not permissible at all, but likely not going to arise in any event.

The BNSF Disclaimer is about as broad as I have ever seen, but that was to be expected.

No other comments, suggestion or changes.

Thanks,

Nancy

From: Eric Hodgson <EHodgson@FargoND.gov>
Sent: Thursday, February 2, 2023 8:41 AM
To: Nancy Morris <nmorris@serklandlaw.com>
Cc: Jeremy Gorden <JGorden@FargoND.gov>
Subject: RE: Project: RR-19-A1 "7th Avenue North and 16th Street Quiet Zone"

Sounds good Nancy

From: Nancy Morris <nmorris@serklandlaw.com>
Sent: Wednesday, February 1, 2023 4:52 PM
To: Eric Hodgson <EHodgson@FargoND.gov>
Cc: Jeremy Gorden <JGorden@FargoND.gov>
Subject: RE: Project: RR-19-A1 "7th Avenue North and 16th Street Quiet Zone"

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Eric,

My apologies- I have not been able to get to this yet. I hope to have comments back to you, if any, by Friday end of day.

Thanks,

Nancy

From: Eric Hodgson <EHodgson@FargoND.gov>

Sent: Wednesday, January 25, 2023 1:35 PM

To: Nancy Morris <nmorris@serklandlaw.com>

Cc: Jeremy Gorden <JGorden@FargoND.gov>

Subject: RE: Project: RR-19-A1 "7th Avenue North and 16th Street Quiet Zone"

Nancy,

There's no hard deadline. Tuesday next week is fine.

Thanks,

Eric

From: Nancy Morris <nmorris@serklandlaw.com>

Sent: Wednesday, January 25, 2023 1:18 PM

To: Eric Hodgson <EHodgson@FargoND.gov>

Cc: Jeremy Gorden <JGorden@FargoND.gov>

Subject: RE: Project: RR-19-A1 "7th Avenue North and 16th Street Quiet Zone"

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Good afternoon Eric,

What kind of timeframe are you looking at for this- Monday or Tuesday next week ok?

Also, please note my new email: nmorris@serklandlaw.com.

Thanks,

Nancy

Nancy J. Morris

City Attorney- Fargo, ND

SERKLAND LAW FIRM

10 Roberts St. N. | PO Box 6017

Fargo, ND 58108-6017

Phone: (701) 232-8957

Fax: (701) 237-4049

www.serklandlaw.com

nmorris@serklandlaw.com



From: Eric Hodgson <EHodgson@FargoND.gov>

Sent: Wednesday, January 25, 2023 12:37 PM

To: 'Nancy Morris' <NMorris@lawfargo.com>

Cc: Jeremy Gorden <JGorden@FargoND.gov>

Subject: Project: RR-19-A1 "7th Avenue North and 16th Street Quiet Zone"

Nancy,

Attached is a draft Preliminary Engineering Agreement that BNSF sent over. Please take a look. If you have any questions let me know.

Thanks,

Eric

Eric Hodgson, PE

Civil Engineer II - Transportation

City of Fargo Traffic Engineering

225 4th St N Fargo, ND 58102

Office: 701-241-1545 Direct: 701-241-8582 Fax: 241-8101

ehodgson@FargoND.gov

Twitter: @fargostreets Webpage: FargoND.Gov/city-government/departments/engineering/traffic-engineering



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Contract Number: BF-20244360

PRELIMINARY ENGINEERING SERVICES AGREEMENT
Quiet Zone Project

BNSF File No.: BF-20244360
Mile Post 1.012
Line Segment 34
U.S. DOT Numbers 070857D & 070851M
Hillsboro Subdivision

This Agreement ("**Agreement**") is executed to be effective as of _____, _____ ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**BNSF**") and the City of Fargo, a political subdivision of the State of North Dakota ("**Agency**").

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Fargo, State of North Dakota;

WHEREAS, Agency has stated its intention to proceed initially with a project to enhance the at-grade railroad crossings in order to pursue a Quiet Zone (the "**Project**") that include the crossings as identified in Exhibit A ("**Crossing**" or "**Crossings**");

WHEREAS, Agency has requested that BNSF perform certain preliminary engineering review services and other Work (defined below) with respect to its railroad facilities located at or near the Project site to facilitate Agency's evaluation of the feasibility of proceeding with the Project; and

WHEREAS, BNSF is agreeable to performing the Work, subject to the terms and conditions of this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:



Contract Number: BF-20244360

1) Scope of Work

As used herein, the term "**Work**" includes all work performed by BNSF, its employees, contractors, consultants, or other agents (collectively, the "**BNSF Parties**") pursuant to this Agreement, including, but not limited to: (a) conducting on-site visits including diagnostic evaluations; (b) performing preliminary engineering services; (c) developing cost estimates for construction of the Project; (d) preparing draft agreements including legal review; and (e) reviewing and/or providing comments on preliminary layouts or other designs, plans, and/or documents in connection with the Project.

2) Payment and Deposit for Work

Agency authorizes BNSF to proceed with the Work relating to the Project. Agency shall pay and reimburse BNSF for all actual costs and expenses that BNSF incurs in performing the Work, including without limitation: (a) labor, supplies, and material; (b) direct and indirect labor and contractor charges including additives; (c) delivery charges; (d) BNSF's additives and overhead, as such are in effect on the date BNSF prepares its final billing; and (e) all applicable taxes due, paid, or payable by BNSF on such products and services, including sales and use taxes, business and occupation taxes, and similar taxes (collectively, "**Actual Costs**"). BNSF's estimated cost for Work on this Project is \$22,000 ("**Estimated Cost**"). Any estimate provided by BNSF for the Work shall not be a limitation on the Work to be performed or the costs and expenses incurred, which Agency shall reimburse to BNSF in full.

During its performance of the Work pursuant to this Agreement, BNSF will send Agency progressive invoices detailing the costs of the Work performed to date. Agency must reimburse BNSF for completed Work within thirty (30) days of the date of the invoice for such Work. Upon final completion of the Work, BNSF will send Agency a detailed invoice of final costs. Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past such thirty (30) or ninety (90) day terms, as applicable. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.



Contract Number: BF-20244360

3) Scope and Limitations of Agreement

The parties acknowledge that entering into this Agreement does not of itself obligate either BNSF or Agency to participate in the construction of the Project. If Agency elects to proceed with the Project after the Work is performed, then BNSF and Agency agree to enter into negotiations for appropriate agreements regarding the construction of the Project and other related activities. Nothing in this Agreement — including BNSF's performance of the Work — shall obligate BNSF to enter into any subsequent agreement or otherwise permit the Project *except and subject to* any terms and conditions that BNSF may subsequently approve in its sole discretion.

The Project is understood to be undertaken, in whole or in part, as part of Agency's proposal to seek to establish and/or maintain a quiet zone in accordance with 49 CFR Part 222 ("**Quiet Zone**"). Agency acknowledges that BNSF does not recommend the establishment of a Quiet Zone and believes that, if not properly accounted for with appropriate safety enhancements, the elimination of the train horn can be detrimental to safety. The train horn is intended to alert the motoring and pedestrian public of train movement, and Agency is responsible for using the requirements provided at 49 CFR Part 222 as a minimum guideline in any approach to creating a situation where the train horn is eliminated. The Work to be performed by BNSF for the Project is not intended to be an endorsement or approval of the use of the Crossing or of any facilities or equipment to be installed by BNSF for the purposes of establishing or maintaining a Quiet Zone. Notwithstanding anything to the contrary in this Agreement, BNSF's review, approval, and/or other participation in the Project or any element thereof, including the Work performed by the BNSF Parties hereunder, are expressly limited to — and are intended and understood by the parties to be in furtherance of — BNSF's railroad purposes, and are not in furtherance of Agency's purposes in undertaking the Project.

BNSF is providing the Work — including without limitation the design, selection, or provision of signal equipment and other Crossing appurtenances or BNSF's modifications under or subsequent to this Agreement, including the review or adequacy of any existing equipment or appurtenances — in consideration of BNSF's subjective standards for its railroad purposes only. Consequently, the Work shall in no way be construed or deemed to be BNSF's recommendation, condition, or direction to Agency, nor shall the Work be construed or deemed to be BNSF's opinion or approval that the plans and specifications or any work intended or completed on the Project (a) is appropriate for any other purpose including Agency's use of the Crossing for highway purposes; (b) is structurally sound; or (c) meets applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to Agency or any third party are provided, intended, or implied herein. Agency shall at all times be solely responsible for the adequacy and compliance of all design elements of the Project for highway and other public purposes. **AGENCY**



Contract Number: BF-20244360

SHALL WAIVE ANY CLAIMS AGAINST BNSF FOR — AND SHALL RELEASE BNSF FROM — ANY AND ALL CLAIMS WHICH MAY OR COULD RESULT FROM THE WORK PERFORMED HEREUNDER, AND IF APPLICABLE TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY SHALL INDEMNIFY BNSF FOR AND HOLD IT HARMLESS FROM AND AGAINST ANY SUCH CLAIMS. Agency is solely responsible for obtaining regulatory approvals consistent with this Agreement.

AGENCY is solely responsible for establishing, and if approved, maintaining compliance of any Quiet Zone authorized by the Federal Railroad Administration, at its sole expense. Any additional work or equipment required to be installed at the Crossing as the result of the establishment of a Quiet Zone shall be at no cost to BNSF.

4) No Right of Entry

Nothing in this Agreement shall be construed as providing Agency or its contractors, consultants, or other agents any right of entry upon property owned or occupied by BNSF. Any preliminary engineering or other work required by Agency in connection with the Project necessitating entry upon BNSF's railroad right-of-way shall only be conducted as authorized by a separate written permit obtained by Agency from BNSF for such entry ("**Entry Permit**").

The Entry Permit will provide that any on-site visits, including diagnostic evaluations, by Agency and its parties required for the Project shall be conducted only from adjoining properties, and Agency shall ensure that no attendees enter or remain on BNSF's right-of-way, except when using an authorized highway-rail crossing designated for such purpose.

Agency or its agents must contact BNSF's Manager of Public Projects, Alex Fiorini at 763-782-3476, or BNSF's permitting agent Jones Lang LaSalle Brokerage, Inc. ("**JLL**") at <http://bnsf.railpermitting.com/> to obtain the required Entry Permit prior to any entry.

5) Disclaimer

BNSF GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, OF OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT OR ANY REPORT OR OTHER DELIVERABLE WHICH BNSF MAY FURNISH TO AGENCY PURSUANT TO THIS AGREEMENT. BNSF SHALL IN NO WAY BE RESPONSIBLE FOR AGENCY'S PROPER RELIANCE UPON, INTERPRETATION OF, OR OTHER USE OF THE WORK. BNSF IS NOT A CONTRACTOR, AGENT, PARTNER, OR JOINT VENTURER OF AGENCY BECAUSE OF THIS AGREEMENT OR BECAUSE OF BNSF'S PERFORMANCE OF THE WORK.



Contract Number: BF-20244360

LIKewise, THE BNSF PARTIES WHO MAY ASSIST BNSF IN PERFORMING THE WORK ARE DOING SO FOR BNSF'S BENEFIT ONLY, AND ARE NOT — AND SHALL NOT BE DEEMED TO BE — CONTRACTORS, SUBCONTRACTORS, OR AGENTS OF AGENCY.



Contract Number: BF-20244360

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

CITY OF FARGO

BNSF Railway Company

By: _____

By: _____

Name: _____

Name: _____
Manager Public Projects

Accepted and effective this ____ day of _____, 20__.



Contract Number: BF-20244360

EXHIBIT A



COVER SHEET
CITY OF FARGO PROJECTS

(30)

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of improvement district as it will appear in the contract:

Alley Paving

Improvement

District No. AN-22-B

Call For Bids	<u>February 21</u>	, <u>2023</u>
Advertise Dates	<u>March 1 & 8</u>	, <u>2023</u>
Bid Opening Date	<u>March 29</u>	, <u>2023</u>
Substantial Completion Date	<u>July 12</u>	, <u>2024</u>
Final Completion Date	<u>July 26</u>	, <u>2024</u>

<u>N/A</u>	PWPEC Report (Part of 2023 CIP)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>X</u>	Notice to Property Owners (Dan Eberhardt)

Project Engineer Jeremy Engquist

Phone No. (701) 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

<u>X</u>	Create District (Attach Copy of Legal Description)
<u>X</u>	Order Plans & Specifications
<u>X</u>	Approve Plans & Specifications
<u>X</u>	Adopt Resolution of Necessity
<u>N/A</u>	Approve Escrow Agreement (Attach Copy for Commission Office Only)
<u>X</u>	Assessment Map (Attach Copy for Auditor's Office Only)



ENGINEER'S REPORT
ALLEY PAVING
IMPROVEMENT DISTRICT NO. AN-22-B
3 AVE N TO 4 AVE N BETWEEN 7 ST N AND 8 ST N

Nature & Scope

This project is for the installation of P.C. Concrete Paving and Storm Sewer in the alley from 3rd Avenue North to 4th Avenue North between 7th Street North and 8th Street North in Roberts 2nd Addition.

Purpose

The purpose of this project is to provide paving and storm sewer in the alley as requested by the majority of the Property Owners.

Feasibility

The estimated cost of construction is \$171,986.00. The cost breakdown is as follows:

Paving			
Construction Cost			\$130,611.00
Fees			
Admin	4%		\$5,224.44
Contingency	5%		\$6,530.55
Engineering	10%		\$13,061.10
Interest	4%		\$5,224.44
Legal	3%		\$3,918.33
Total Estimated Cost			\$164,569.86
Funding			
Special Assessments	100.00%		\$164,569.86

Storm Sewer (Beyond Shelter)

Construction Cost		\$41,375.00
Fees		

Admin	4%	\$1,655.00
Contingency	5%	\$2,068.75
Engineering	10%	\$4,137.50
Interest	4%	\$1,655.00
Legal	3%	\$1,241.25

Total Estimated Cost		\$52,132.50
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Funding

Special Assessments	100.00%	\$52,132.50
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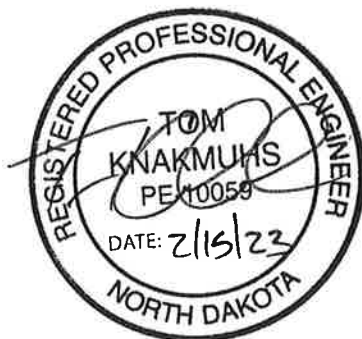
Project Funding Summary

Special Assessments	100.00%	\$216,702.36
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Total Estimated Project Cost		\$216,702.36
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This project does not have any alternate or optional containers.

We believe this project to be cost effective.



[Handwritten Signature]
 Thomas Knakmuhs, PE
 Assistant City Engineer



**LOCATION AND COMPRISING
ALLEY PAVING
IMPROVEMENT DISTRICT NO. AN-22-B
3 AVE N TO 4 AVE N BETWEEN 7 ST N AND 8 ST N**

LOCATION:

From 3rd Avenue to 4th Avenue North between 7th Street and 8th Street North.

COMPRISING:

West 40 feet Lot 1, Block 10.

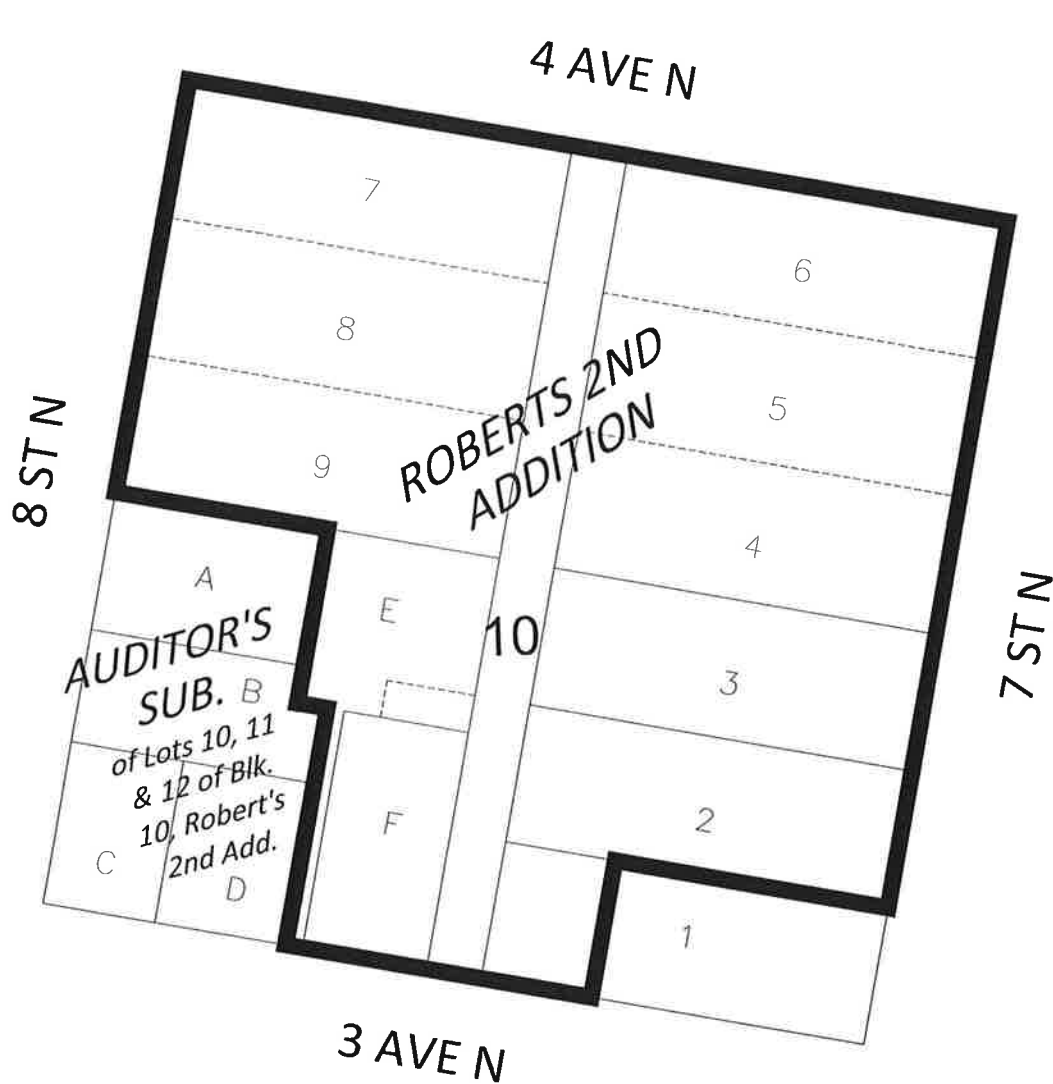
Lots 2 through 9, Block 10.

All in Roberts 2nd Addition.

Lots E and F

All in Auditor's Subdivision of Lots 10 through 12 of Block 10 in Roberts 2nd Addition.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

ALLEY PAVING IMPROVEMENT
DISTRICT NO. AN-22-B

COVER SHEET
CITY OF FARGO PROJECTS

(31)

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of improvement district as it will appear in the contract:

Asphalt Mill & Overlay

Improvement

District No. PR-23-E

Call For Bids	<u>February 21</u>	, <u>2023</u>
Advertise Dates	<u>March 1 & 8</u>	, <u>2023</u>
Bid Opening Date	<u>March 29</u>	, <u>2023</u>
Substantial Completion Date	<u>September 15</u>	, <u>2023</u>
Final Completion Date	<u>October 15</u>	, <u>2023</u>

N/A

PWPEC Report (Attach Copy)

X

Engineer's Report (Attach Copy)

X

Direct City Auditor to Advertise for Bids

X

Bid Quantities (Attach Copy for Auditor's Office Only)

X

Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Hoogland

Phone No. (701) 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X

Create District (Attach Copy of Legal Description)

X

Order Plans & Specifications

X

Approve Plans & Specifications

X

Adopt Resolution of Necessity

N/A

Approve Escrow Agreement (Attach Copy for Commission Office Only)

X

Assessment Map (Attach Copy for Auditor's Office Only)



**ENGINEER'S REPORT
ASPHALT MILL & OVERLAY
IMPROVEMENT DISTRICT NO. PR-23-E**

**SECTION 1 - 7TH AVE S TO 13TH AVE S BETWEEN 45TH
ST S TO 52ND ST S, SECTION 2 - 17TH AVE S TO 21ST
AVE S BETWEEN 45TH ST S TO 52ND ST S, SECTION 3 -
23RD AVE S TO 32ND AVE S BETWEEN 25TH ST S TO
36TH ST. S, SECTION 4 - 40TH AVE S TO 46TH AVE S
BETWEEN TIMBERLINE DR. S TO 36TH ST S**

Nature & Scope

This project is part of the City's annual infrastructure improvement efforts and impacts multiple areas of Fargo each construction season. The purpose of the project is to correct deficiencies on the streets, which have developed over time. As part of the project, the Contractor will be mud-jacking sections of the curb and gutter in an effort to alleviate major drainage problems. This process involves coring small holes through the curb and gutter section (and driveway apron when necessary) and injecting grout through holes to raise the gutter to the desired grade. The Contractor will replace areas of broken up pavement as well as a limited amount of curb and gutter. The Contractor will also be replacing some sections of sidewalk that need to be updated to meet new standards for the Americans with Disabilities Act. The project will take place in four different areas.

Purpose

A mill and overlay will provide a new wearing surface as well as correct deficiencies that have appeared over time. Rehabilitation at this time is a cost effective means of extending the useful life of the street.

Feasibility

The estimated cost of construction is \$4,540,123.00. The cost breakdown is as follows:

Section 1

Construction Cost		\$756,574.00
Fees		

Admin	4%	\$30,262.96
Contingency	5%	\$37,828.70
Engineering	10%	\$75,657.40
Interest	4%	\$30,262.96
Legal	3%	\$22,697.22

Total Estimated Cost		\$953,283.24
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Funding

Sales Tax Funds - Infrastructure - 420	47.50%	\$452,827.62
Special Assessments	50.00%	\$476,641.62
Utility Funds - Stormwater - 524	2.50%	\$23,814.00

Section 2

Construction Cost		\$652,521.00
Fees		

Admin	4%	\$26,100.84
Contingency	5%	\$32,626.05
Engineering	10%	\$65,252.10
Interest	4%	\$26,100.84
Legal	3%	\$19,575.63

Total Estimated Cost		\$822,176.46
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Funding

Sales Tax Funds - Infrastructure - 420	46.78%	\$384,628.23
Special Assessments	50.00%	\$411,088.23
Utility Funds - Stormwater - 524	3.22%	\$26,460.00

Section 3

Construction Cost		\$1,825,496.00
Fees		

Admin	4%	\$73,019.84
Contingency	5%	\$91,274.80
Engineering	10%	\$182,549.60
Interest	4%	\$73,019.84
Legal	3%	\$54,764.88

Total Estimated Cost		\$2,300,124.96
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Funding

Sales Tax Funds - Infrastructure - 420	48.16%	\$1,107,726.48
Special Assessments	50.00%	\$1,150,062.48
Utility Funds - Stormwater - 524	1.84%	\$42,336.00

Section 4

Construction Cost		\$1,305,532.00
Fees		

Admin	4%	\$52,221.28
Contingency	5%	\$65,276.60
Engineering	10%	\$130,553.20
Interest	4%	\$52,221.28
Legal	3%	\$39,165.96

Total Estimated Cost		\$1,644,970.32
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Funding

Sales Tax Funds - Infrastructure - 420	45.98%	\$756,335.16
Special Assessments	50.00%	\$822,485.16
Utility Funds - Stormwater - 524	4.02%	\$66,150.00

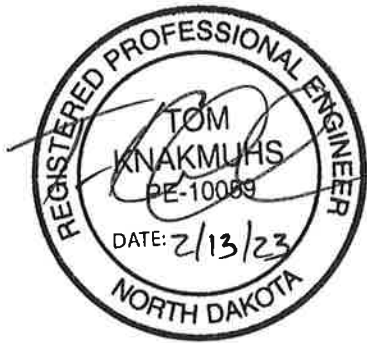
Project Funding Summary


Sales Tax Funds - Infrastructure - 420	47.22%	\$2,701,517.49
Special Assessments	50.00%	\$2,860,277.49
Utility Funds - Stormwater - 524	2.78%	\$158,760.00

Total Estimated Project Cost		\$5,720,554.98
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This project does not have any alternate or optional containers.

We believe this project to be cost effective.




Thomas Knakmuhs, PE
Assistant City Engineer



**LOCATION AND COMPRISING
ASPHALT MILL & OVERLAY
IMPROVEMENT DISTRICT NO. PR-23-E**

**SECTION 1 - 7TH AVE S TO 13TH AVE S BETWEEN 45TH
ST S TO 52ND ST S, SECTION 2 - 17TH AVE S TO 21ST
AVE S BETWEEN 45TH ST S TO 52ND ST S, SECTION 3 -
23RD AVE S TO 32ND AVE S BETWEEN 25TH ST S TO
36TH ST. S, SECTION 4 - 40TH AVE S TO 46TH AVE S
BETWEEN TIMBERLINE DR. S TO 36TH ST S**

LOCATION:

LOCATION (Section 1):

On 7th Lane South from 51st Street South to 52nd Street South.
On 8th Avenue South from 46th Street South to 52nd Street South.
On 9th Avenue South from 45th Street South to 52nd Street South.
On 10th Avenue South from 47th Street South to 52nd Street South.
On 11th Avenue South from 45th Street South to 47th Street South.
On 46th Street South from 8th Avenue South to 9th Avenue South.
On 47th Street South from 9th Avenue South to 13th Avenue South.
On 47 ½ Street South from 7th Avenue South to 8th Avenue South.
On 48th Street South from 7th Avenue South to 10th Avenue South.
On 49th Street South from 9th Avenue South north to the north end of cul-de-sac.
On 50th Street South from 10th Avenue South north to the north end of cul-de-sac.
On 51st Street South from 7th Avenue South to 9th Avenue South.

LOCATION (Section 2):

On 19th Avenue South from 450 ft east of 49th Street South to 200 ft west of 52nd Street South.
On 21st Avenue South from 49th Street South to 52nd Street South.
On 49th Street South from 17th Avenue South to 21st Avenue South.
On 50th Street South from 17th Avenue South to 21st Avenue South.
On 52nd Street South from 17th Avenue South to 21st Avenue South.

LOCATION (Section 3):

On 23rd Avenue South from 25th Street South to Wheatland Drive South.
On Wheatland Pines Drive South off of 23rd Avenue South.
On Parkview Drive South from 33rd Street South to Parkview Circle South.
On 26th Avenue South from 27th Street South to Wheatland Drive South.
On Parkview Lane South from Parkview Drive South to 28th Avenue South.
On Parkview Circle South off of Parkview Drive South.
On 28th Avenue South from Parkview Drive South to 280 ft west of Wheatland Drive South.
On 30th Avenue South from 27th Street South to 36th Street South.
On 31st Avenue South from 33rd Street South to 34th Street South.

On 31st Street South from 30th Avenue South south to south end of cul-de-sac.
On 32nd Street South from 23rd Avenue South to 26th Avenue South.
On 32nd Street South from 30th Avenue South to 32nd Avenue South.
On 33rd Street South from 23rd Avenue South to 26th Avenue South.
On 34th Street South from 30th Avenue South to 31st Avenue South.
On Wheatland Drive South from 23rd Avenue South to 30th Avenue South.

LOCATION (Section 4):

On Timberline Circle South off of 32nd Street South.
On 41st Avenue South from Timberline Drive South to 32nd Street South.
On 42nd Avenue South from 32nd Street South to 36th Street South.
On 43rd Avenue South from 32nd Street South to 36th Street South.
On 44th Avenue South from 32nd Street South to 36th Street South.
On 45th Avenue South from 32nd Street South to 36th Street South.
On 46th Avenue South from Timberline Drive South to 36th Street South.
On Timberline Drive South from 41st Avenue South to the south end of cul-de-sac east of 46th Avenue South.
On 32nd Street South from 40th Avenue South to 152 ft south of 46th Avenue South.
On 34th Street South from 151 ft north of 42nd Avenue South to 46th Avenue South.

COMPRISING:

COMPRISING (Section 1):

Lots 1 through 3, Block 1, Rabanus Farmstead Addition.

Lot 5, Block 1, Rabanus 2nd Addition.

Lots 1 through 71, Block 1.

Lots 1 through 6, Block 2.

Lots 1 through 33, Block 3.

Lots 1 through 7, Block 4.

Lots 1 through 20, Block 5.

Lots 1 through 12, Block 6.

Lots 14 & 16, Block 6.

Lots 1 through 4, Block 7.

All in Westfield 1st Addition.

Lots 1 through 6, Block 1.

Lots 1 through 12, Block 2.

Lots 1 through 14, Block 3.

Lots 1 through 15, Block 4.

Lots 1 through 20, Block 5.

Lots 1 through 10, Block 6.
All in Westfield 2nd Addition.

Lots 4 & 5, Block 1, Wal-Mart 1st Addition.

Lot 1, Block 1, Wal-Mart 2nd Addition.

COMPRISING (Section 2):

Lot 1, Block 1, Dakota West Addition.

Lot 1, Block 1.
Lots 1 through 33, Block 2.
Lots 1 through 33, Block 3.
Lots 1 through 17, Block 4.
All in Dakota West 2nd Addition.

Lot 1, Block 1, Schatz 2nd Addition.

Lots 1 through 4, Block 1.
Lots 1 through 20, Block 2.
Lots 1 through 9, Block 3.
All in Amber Fields 1st Addition.

Lots 1 through 11, Block 1.
Lots 1 through 16, Block 2.
All in Amber Fields 2nd Addition.

COMPRISING (Section 3):

Lot 1, Block 1.
Lot 1, Block 2.
Lots 1 through 8, Block 3.
Lots 1 through 8, Block 4.
All in Blue Sky Addition.

Lot 1, Block 6.
Lots 1 through 3, Block 8.
All in the Bluemont Lakes 3rd Addition.

Lots 1 & 2, Block 2, Bluemont Park 1st Addition.

Lots 14 & 15, Block 1, Bluemont Park 2nd Addition.

Lot 1, Block 1.
Lots 4 through 15, Block 2.
All in Bluemont Park 5th Addition.

Lots 1 through 3, Block, Bluemont Park 6th Addition.

Lots 4 through 13, Block 2.
Lots 1 through 5, Block 3.
All in Bluemont Park 7th Addition.

Lots 1 through 22, Block 1, Bluemont Park 8th Addition.

Lots 1 & 2, Block 1, Beautiful Savior 2nd Addition.

Lot 1, Block 1, Fargo Baptist Addition.

Lots 1 & 2, Block 1, Fargo Baptist 2nd Addition.

Lot 1, Block 1.
Lot 1, Block 2.
All in Grove Addition.

Lots 1 through 5, Block 1, Grove 2nd Addition.

Lots 1 through 8, Block 1.
Lots 1 through 5, Block 2.
All in Grove 3rd Addition.

Lot 4, Block 1, Virgil Montplaisir 2nd Addition.

Lots 1 through 7, Block 1, Parkview 1st Addition.

Lots 11 through 26, Block 2.
Lot 1, Block 3.
Lots 1 through 9, Block 4.
Lots 1 through 17, Block 5.
All in Parkview South 1st Addition.

Lots 30 & 31, Block 2, Parkview South 2nd Addition.

Lots 1 through 6, Block 1.
Lots 1 through 6, Block 2.
All in Parkview South 3rd Addition.

Lot 1, Block 1.
Lot 1 & 8, Block 2.
Lots 11 through 15, Block 3.
Lots 7 through 15, Block 4.
All in Parkview South 4th Addition.

Lots 1 through 17, Block 1.
Lots 1 through 9, Block 2.
Lots 1 through 13, Block 3.
All in Parkview South 5th Addition.

Lots 1 through 4, Block 1.
Lots 1 through 17, Block 2.
Lots 1 through 5, Block 3.
All in Parkview South 6th Addition.

Lots 1 through 14, Block 1.
Lots 1 through 9, Block 2.
All in Parkview South 7th Addition.

Lots 17 & 18, Block 1, Parkview South 8th
Addition.

Lots 1 & 2, Block 1, Terry Lake Addition.

Lots A through G, Block 1, Terry Lake 3rd Addition.

Lots 1 through 5, Block 1, Tharaldson Subdivision.

Lots 28 & 29, Block 2, Westlake 2nd Addition.

Lots A through P, Block 1, Westlake 3rd Addition.

Lot 13, Block 1.
Lot 1, Block 2.
All in Westlake 4th Addition.

Lots 1 through 18, Block 1.
Lots 1 through 18, Block 2.
All in Westlake 5th Addition.

Lots 1 through 13, Block 1.

Lots 1 through 4, Block 2.
All in Westlake 6th Addition.
Lot 1, Block 1, Westlake 7th Addition.

Lots 1 through 10, Block 1.
Lots 12 & 13, Block 1.
Lot 5, Block 2.
Lots 1 through 3, Block 3.
All in Wheatland 2nd Addition.

Lots 1 through 10, Block 1.
Lots 1 through 8, Block 2.
All in Wheatland 3rd Addition.

Lots 1 through 4, Block 1, Wheatland 4th Addition.

Lots 1 & 2, Block 1, Wheatland 5th Addition.

Lots 1 through 3, Block 1, White Bear Park 1st Addition.

Lot 1, Block 1, Montplaisir Rentals Subdivision.

Lots 1 through 5, Block 1, Doeden Addition.

Lots 2 through 6, Block 1, Westlake Townhomes 3rd Addition.

Lot 1, Block 1, Westlake Townhomes 4th Addition.

Lots 9 through 47, Block 1.
Lots 1 through 10, Block 3.
Lots 1 through 12, Block 4.
Lots 1 through 13, Block 5.
All in Woodbury Park Addition.

Lots 1 through 8, Block 1, Woodbury Park 2nd Addition.

Lots 1 through 16, Block 1, Woodbury Parkhomes Addition.

Lots 1 through 12, Block 1.
Lots 1 & 2, Block 2.
All in Wheatland Pines First Addition.

Lot 1, Block 1, Charlie's 2nd Addition.

Lots 1 through 3, Block 3, Charlie's 3rd Addition.

Lot 4, Block 1, Christiansons 32nd Ave South 2nd Addition.

COMPRISING (Section 4):

Lots 1 through 15, Block 1.

Lots 1 through 26, Block 2.

Lots 1 through 27, Block 3.

Lots 1 through 29, Block 4.

Lots 1 through 28, Block 5.

Lots 1 through 14, Block 6.

All in Fox Run Addition.

Lots 1 through 13, Block 1.

Lots 1 through 28, Block 2.

Lots 1 through 13, Block 3.

All in Fox Run 2nd Addition.

Lots 1 through 13, Block 1.

Lots 1 through 26, Block 2.

Lots 1 through 27, Block 3.

Lots 1 through 15, Block 4.

All in Fox Run 3rd Addition.

Lots 1 through 6, Block 1.

Lots 1 through 8, Block 2.

Lots 1 through 60, Block 3.

Lots 1 through 20, Block 4.

All in Timberline Addition.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.

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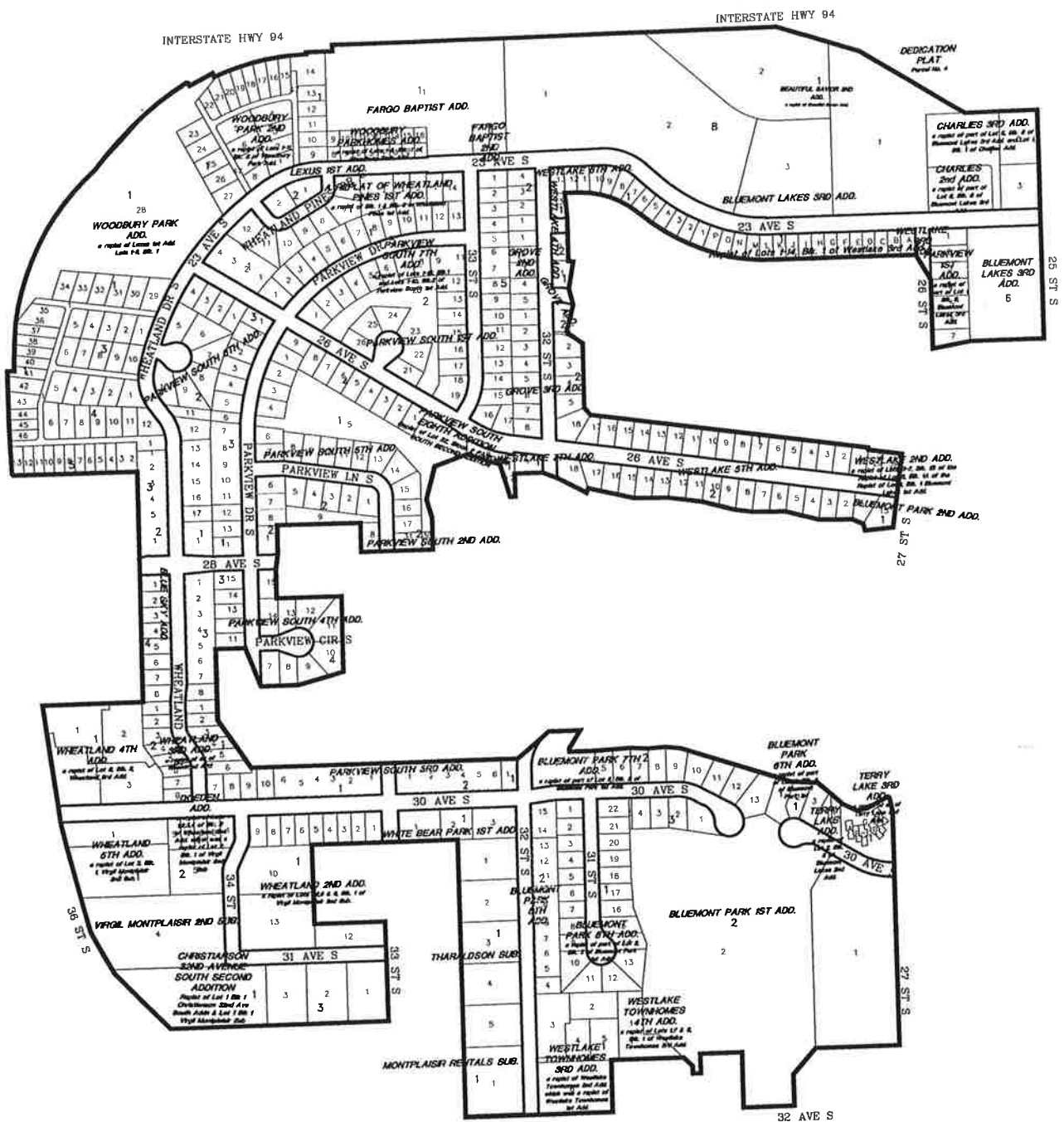
INTERSTATE HWY 94



CITY OF FARGO ENGINEERING
DEPARTMENT

ASPHALT MILL & OVERLAY

IMPROVEMENT DISTRICT NO. PR-23-E



SECTION 3

CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

ASPHALT MILL & OVERLAY

IMPROVEMENT DISTRICT NO. PR-23-E