

CONTRACT APPROVAL

SUGGESTED MOTION:

Move to approve the following contracts submitted by respective department head, subject to State's Attorney approval, and authorize the Chairman to sign.

Received as of December 12, 2024:

- Border States Paving, Inc.—contract for grading, cement stabilization, structure replacement, and incidentals on Cass Highway 10;
- Joint Powers Agreement for the Red River Valley Regional Unmanned Vehicle Aircraft (RRRUVA);
- Centre, Inc.—service agreement for daily rate housing minimum for Community Supervision Program;
- Maple Valley Public School District—cost share agreement to complete parking lot surfacing along Cass Highway 10;
- Flood lot lease renewals for 2025.



Highway Department

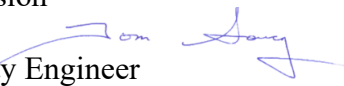
Telephone: 701-298-2370

Fax: 701-298-2395

SMB-HWY@casscountynd.gov

MEMORANDUM

TO: Cass County Commission

FROM: Thomas Soucy, County Engineer 

DATE: December 6, 2024

SUBJECT: Consent Agenda Item for December 16th, 2024 Commission Meeting: CH2503 & CB2503 – Grading, Cement Stabilization, HBP, Structure Replacement, & Incidentals.

Attached are the contract documents with Border States Paving for the Grading, Cement Stabilization, HBP, Structure Replacement, & Incidentals on Cass County Road 10; Cass County Road 1 (Tower City) East to State Highway 38 in Cass County. This project was approved as part of our 2025 budget.

This project was bid with a base bid as well as two optional bid items. The bid was awarded based on the lowest base bid amount. Options 1 & 2 were added to the project as a request by the Maple Valley Public School. These options were approved at their board meeting on December 5, 2024. The Maple Valley Public School board also approved the signing of a Cost Share Agreement with Cass County.

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH BORDER STATES PAVING, INC. FOR THE GRADING, CEMENT STABILIZATION, HBP, STRUCTURE REPLACEMENT, & INCIDENTALS ON THE CASS COUNTY HIGHWAY STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

J:\Admin-Eng\Commission Corrsp\2024 Commission Correspondence\CH2503 & CB2503 C10 Regrade\Agenda Memo CH2503 & CB2503 BSP.docx.docx

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

Border States Paving, Inc., PO Box 2586, Fargo, ND 58108

DATE OF REQUEST: December 6, 2024

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: December 16th, 2024

DEPARTMENT HEAD REQUESTING SIGNATURE: **Thomas Soucy, 701-298-2374** 

STATE'S ATTORNEY SIGNATURE: 

STATE'S ATTORNEY COMMENTS: Approved as to form.

PORTFOLIO COMMISSIONER SIGNATURE: _____

Request for bids for the Grading, Cement Stabilization, HBP, Structure Replacement, & Incidentals on Cass County Road 10; Cass County Road 1 (Tower City) East to State Highway 38 in Cass County was received.

This project was bid with a base bid as well as two optional bid items. The bid was awarded based on the lowest base bid amount. Options 1 & 2 were added to the project as a request by the Maple Valley Public School. These options were approved at their board meeting on December 5, 2024. The Maple Valley Public School board also approved the signing of a Cost Share Agreement with Cass County.

Engineer's Estimate	CH2503 & CB2503 BASE BID	CH2503 & CB2503 OPTION 1	CH2503 & CB2503 OPTION 2	CH2503 & CB2503 GRAND TOTAL
	\$7,884,853.20	\$195,140.00	\$39,682.50	\$8,119,675.70

The bids were received as follows:

Contractor

Border States Paving, Inc.	\$7,104,530.65	\$145,087.65	\$35,688.00	\$7,285,306.30
Gladden Construction, Inc.	\$7,158,346.41	No Bid	No Bid	\$7,158,346.41
Knife River Materials	\$7,236,269.95	\$209,688.00	\$44,977.50	\$7,490,935.45
KPH, Inc.	\$7,339,629.10	\$192,649.00	\$45,030.00	\$7,577,308.10
Park Construction Company	\$7,786,828.37	\$164,294.60	\$42,148.50	\$7,993,271.47
Northern Improvement Company	\$8,079,423.40	\$182,298.60	\$44,465.50	\$8,306,187.50
Central Specialties, Inc.	\$8,718,074.83	\$185,900.00	\$55,196.00	\$8,959,170.83

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH BORDER STATES PAVING, INC. FOR THE GRADING, CEMENT STABILIZATION, HBP, STRUCTURE REPLACEMENT, & INCIDENTALS ON THE CASS COUNTY HIGHWAY STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

**CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and **Border States Paving, Inc., PO Box 2586, Fargo, ND 58108** party of the second part (hereinafter called Contractor), WITNESSETH:

1. That for and in consideration of the payments to be made by the party of the first part, the contractor promises and agrees to furnish and deliver all labor, equipment, and materials, and to pay or cause to be paid as they become due, all claims for any work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in and about the improvement and construction of **Project CH2503 & CB2503**. In accordance and in conformity with the provisions of this contract, the project proposal, the standard specification, supplemental specifications, special provisions, and all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth in the body of this agreement. References in the Standard Specifications for Road and Bridge Construction, 2024 edition, to the North Dakota Department of Transportation or Department must be construed as referring to the owner. Likewise, a reference by the same works to engineer or director must be construed as referring to the owner of the project.

2. The party of the first part agrees and promises to pay to the Contractor for said work, when completed and accepted in accordance with the provisions of this contract, the price set forth in the said proposal, amounting approximately to **Seven Million, Two Hundred Eighty Five Thousand, Three Hundred Six Dollars and Thirty Cents (\$7,285,306.30)** payments to be made as provided in said specifications upon presentation of the proper certificates of the County Engineer, or his representatives, and under the terms of this contract.

3. The said work shall be done in accordance with the terms of this contract, and the laws of the State of North Dakota, under direct supervision and to the entire satisfaction of the County Highway Department, subject at all times to the inspection and approval of the engineer.

4. The decision of the engineer upon questions connected with the execution of this agreement or any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

5. In the employment of labor, other things being equal, preference shall be given to honorably discharged Veterans of the Armed Forces, and bona fide North Dakota residents, as determined by NDCC Section 43-07-20.

6. The Contractor shall begin construction work when so ordered by the Cass County Highway Department and shall maintain at all times thereon a maximum and efficient working force necessary to complete the work within the time established by this contract.

IN WITNESS THEREOF, the parties to this contract have set their hands and seal this ____ day of _____ 2024.

CASS COUNTY NORTH DAKOTA

Chairperson, Cass County Board of Commissioners

Contractor

WITNESS TO CONTRACTOR'S SIGNATURE

By _____

Title _____

CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT BOND

Project No. CH2503 & CB2503

KNOW ALL PERSONS BY THESE PRESENTS, that we Border States Paving, Inc., PO Box 2586, Fargo, ND

58108 as principal, and _____

NAME AND ADDRESS OF SURETY

as surety, are held and firmly bound unto Cass County, North Dakota, as owner in the penal sum of **Seven Million, Two Hundred Eighty Five Thousand, Three Hundred Six Dollars and Thirty Cents (\$7,285,306.30)** for the use of the owner and also for the use of any person having any lawful claim against the principal or any subcontractor on account of labor or supplies or materials as set forth in the conditions hereof; for the payment of which well and truly to be made we jointly and severally bind ourselves, and each of our heirs, executors, administrators, and successors, firmly by these presents.

WHEREAS, said principal has entered into a written contract with the owner for: _____

_____ ;
Type of Work: Grading, Cement Stabilization, Structure Replacement, & Incidentals

CH2503 & CB2503, in Cass County, North Dakota, which contract and incorporated plans and specifications are by this reference made a part hereof, and are hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS THAT if the principal shall: (1) perform all the terms, covenants and conditions of said contract; (2) protect the owner against any loss or damage from any cause arising out of said contract; (3) pay or cause to be paid all bills and claims against the principal or any subcontractor on account of labor or services performed and all materials, equipment or supplies furnished, whether directly or indirectly arising out of the performance of said contract; (4) pay all insurance premiums and all items for which payment under the terms of the contract is to be made or guaranteed by the principal; (5) have made or will make, prior to the commencement of any work by the principal or any subcontractor under such contract, full and true report to the Worker's Compensation Bureau of the payroll expenditures for the employees to be engaged in such work, and that the principal has paid, or will pay, the premium thereon prior to the commencement of such work; (6) pay or cause to be paid all contributions due to the Unemployment Compensation Division; and (7) pay or cause to be paid any and all taxes that may be assessed or levied or to be a charge against such contractor or any subcontractor under such contract by the state or any of its subdivisions; then this obligation shall be null and void; otherwise it will remain in full force and effect.

And the said surety hereby stipulates and agrees that any change, extension, alteration, deduction or addition, with or without notice to the surety, in or to the terms of said contract or the plans or the specifications accompanying the same as provided for therein, shall not in anywise affect the obligation and liability of said surety on this bond.

SIGNED and SEALED this _____ day of _____ 2024.

(SEAL OF PRINCIPAL)

PRINCIPAL

By: _____

Title: _____

SURETY

COMPLETE MAILING ADDRESS

(SEAL OF SURETY)

By: _____

Title: _____

COMPLETE MAILING ADDRESS

IMPORTANT NOTICE

An individual doing business under a firm name must give both names, and the individual shall designate himself as sole owner.

If a partnership, so state, and at least one member of such partnership must sign.

If a corporation, the full corporate name must be used and the execution must be by an officer of the corporation.

Any other person executing for the principal or surety must attach a power of attorney.

NOTICE TO SURETY

Section 26.1-03-01, N.D.C.C. Provides:

"Limitation on risks acceptable by company. An insurance company transacting an insurance business in this state may not expose itself to loss on any one risk or hazard to an amount exceeding ten percent of its paid-up capital and surplus if a stock company, or ten percent of its surplus if a mutual company, unless the excess is reinsured."

If excess reinsurance agreements are required on this bond, an affidavit executed by an officer of the surety shall be attached, stating that such reinsurance agreements have been entered into and are in effect at the time the bond is executed, giving the name an address of all companies with whom such agreements have been entered, and that copies of such reinsurance agreements will be furnished to the North Dakota commissioner of insurance.

ACKNOWLEDGMENT OF PRINCIPAL

State of _____

ss.

County of _____

On this _____ day of _____ 2024, before me a notary public in and for the state of _____, personally appeared _____, known to me to be (title) of the principal described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said principal.

Notary Public, State of _____

(Notary Public must print or type name here.)

(NOTARY SEAL)

My Commission expires _____

ACKNOWLEDGMENT OF SURETY

State of _____

ss.

County of _____

On this _____ day of _____ 2024, before me a notary public in and for the state of _____, personally appeared _____, known to me to be (title) of the surety described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said surety.

Notary Public, State of _____

(Notary Public must print or type name here.)

(NOTARY SEAL)

My commission expires _____

Approved as to form this 13th day of December 2024.

Matthew Nauman

#06878

For: **Cass County States Attorney**

Approved by owner this _____ day of _____ 2024.

By _____
Chairperson, Cass County Board of Commissioners



www.casscountynd.gov

December 9, 2024

Office of the Sheriff

Jesse Jahner, Sheriff

Tim Flakoll, Portfolio Commissioner
Cass County Commission
Cass County Courthouse
Fargo, ND 58103

Re: Request to sign Joint Powers Agreement of the Red River Regional Unmanned Vehicle Aircraft (RRRUVA).

Agenda Item: Action Requested

Chairman Tony Grindberg,

Please see attached to the Joint Powers Agreement for the Red River Regional Unmanned Vehicle Aircraft (RRRUVA). The joint powers agreement was sent to the States Attorney's Office for review and they had no issues with the content.

Suggested Motion: Move to authorize the Chairman Grindberg along with Finance Director Madrigga to sign the joint powers agreement for the Red River Regional Unmanned Aircraft Unit.

Should you have any questions, please get in touch with me.

Respectfully,

Dean J. Haaland
Chief Deputy
Cass County Sheriff's Office

Cass County Sheriff
Law Enforcement Center
1612 23rd Avenue North
P.O. Box 488
Fargo, North Dakota 58107-0488
Phone: 701-241-5800
Fax: 701-241-5806

Cass County Sheriff
Courthouse
211 9th Street South
P.O. Box 488
Fargo, North Dakota 58107-0488
Phone: 701-241-5800
Fax: 701-241-5805

Cass County Jail
450 34th Street South
Fargo, North Dakota 58103
Phone: 701-271-2900
Fax: 701-271-2967



CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

DEPARTMENT: Sheriff's Office DATE OF REQUEST: 12-10-2024

COMPANY REQUESTING CONTRACT: Fargo, West Fargo, Cass County

BRIEF PROJECT DESCRIPTION: Joint Powers Agreement for operation of the Red River Valley Unmanned Aircraft Systems Unit

 NEW CONTRACT OR x CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: *Matthew Naumann* DATE 12/12/2024

STATE'S ATTORNEY COMMENTS:

Approved as to form.

AGREEMENT FOR THE JOINT OPERATION OF RED RIVER VALLEY UNMANNED AIRCRAFT SYSTEMS UNIT

This Agreement for the Joint Operation of Unmanned Aircraft Systems (the “Agreement”) is made effective as of the [], 2024 (the “Effective Date”) by and between the cities of Fargo, ND, West Fargo, ND and Cass County, ND.

The purpose of this Agreement is to establish a framework that allows for the joint operation of unmanned aircraft systems by the aforementioned entities. By combining resources of said entities, the parties would benefit by reducing and/or eliminating duplication of equipment and staff time. The goal of this Agreement is to reduce the financial burden to the respective government’s taxpayers through the sharing of equipment and resources, as well as improve emergency services.

The entity created hereunder shall be known as the Red River Valley Unmanned Aircraft Systems Unit, referred to herein as “RRVUAS” and is comprised of the Fargo Fire Department, the Fargo Police Department, the West Fargo Fire Department, the West Fargo Police Department, and the Cass County, ND Sheriff’s Office.

Witnesseth

Whereas, the above-described parties wish to enter into this Agreement regarding the Joint Operation of Unmanned Aircraft System; and

Whereas, the parties to this Agreement believe and state that the formation of this Agreement is in the best interests of their respective governmental units to confront threats to public health and safety, including criminal activity and natural or manmade emergencies of disasters; and

Whereas, the parties to this Agreement individually do not possess all of the necessary resources to cope with every possible incident, crime, emergency or disaster by itself, and an effective, efficient response can best be achieved by the Joint Operation of Unmanned Aircraft Systems duties between the parties to this Agreement; and

Whereas, the parties to this Agreement have determined it is in the best interest of all parties to this Agreement to jointly establish unmanned aircraft systems duties and to share or lend resources necessary to assist each party's agency; and

Whereas, this Agreement contains the terms, financial and otherwise, as regards to said joint operation of unmanned aircraft system.

Now, therefore, in consideration of the mutual promises and Agreements contained herein, the parties do hereby agree as follows:

Article I: Definitions

Agreement: means this Agreement for the Joint Operation of Unmanned Aircraft Systems, which sets forth the services provided as well as the terms, and conditions under which the services are provided, and includes exhibits, addendums and any renewals or attachments.

Authorized Representative: The chief fire and law enforcement officer, or designee of a participating agency to this Agreement, who has authorization to request or aid under the terms of this Agreement.

Assisting Agency: An agency participating in this Agreement that provides staffing, equipment, facilities and resources to a participating agency from another jurisdiction that has requested assistance under the terms of this Agreement.

Emergency: Any incident(s), human-caused or natural, that requires responsive action to save lives; protect property and public health and safety; or to lessen or avert the threat to public safety.

Incident Commander: The official, or designee, of a participating agency responsible for overseeing a request for assistance under this Agreement.

Joint Board of Authority: A committee composed of appointed representatives from each participating agency, responsible for overseeing the implementation and management of the Agreement.

Outside Agency: refers to any fire or law enforcement organization that does not participate as a signatory member in this Agreement but seeks support or assistance from the RRVUAS unit.

Requesting Agency: An agency participating in this Agreement that has requested assistance from another agency participating in this Agreement.

Article II: Request and Assistance

- A. Each party agrees that in the event of a request for assistance from a requesting agency, the assisting agency will furnish available personnel, equipment, facilities, or services, provided that the assistance will not unreasonably diminish the assisting agency's capacity to provide public safety services within its jurisdiction.
- B. In order to request assistance from the RRVUAS unit under this Agreement, an authorized representative from the requesting agency shall contact an authorized representative of an assisting agency. This can be done directly, by voice communication system, in writing, or through an emergency dispatch center. Any request for assistance must include a statement of the amount and type of equipment and personnel requested, and shall specify the time and location where the equipment and personnel are to be dispatched. The assisting agency may request information from the requesting agency necessary to confirm the nature of the request and to assess the types and amounts of assistance it is able to provide to the requesting agency. In the event a request for assistance is made under this Agreement, communications must be established between the requesting and assisting agencies, when possible, by a locally established communications plan, by utilization of the statewide frequency management interoperability plan or other shared communication system.
- C. All personnel from assisting agencies shall report to, and shall work under the direction of the designated incident commander or unified command structure. It is expressly understood that no agency relationship is created between assisting agency personnel and the requesting agency. Assisting agency employees remain under the employment and authority of their respective agencies, and their actions or decisions are made on behalf of their own agency. Personnel from the participating agencies identified in this agreement

shall not assume incident command for any requesting agency with the exception of that persons own specific agency. Personnel from participating agencies identified in this agreement may provide recommendations to incident command when appropriate and requested to meet mission goals and objectives. Tactical teams (e.g., UAS, bomb disposal, hazardous material, canine teams, special weapons, technical rescue and tactics units), once authorized to undertake assignments, shall operate under the direction of their division, group, task force or strike team supervisor or leader. The assisting agency may withdraw its personnel and equipment when it is deemed to be in the best interest of the assisting agency and following notice provided to the requesting agency of the intended action as noted in Article II subsection E below.

- D. Any public safety officer acting under this Agreement must be licensed or certified as determined by their agency or certifying authority.
- E. Assisting agency personnel and equipment shall be released by the requesting agency when the resources of the assisting agency are no longer needed. The assisting agency may also withdraw its personnel and equipment when it is deemed to be in the best interest of the assisting agency and following notice provided to the requesting agency of the intended action. The assisting agency may withdraw resources if it determines response conditions are beyond acceptable risk. There will be no liability for withdrawal placed on or transferred to the assisting agency.
- F. The requesting agencies agree to reimburse assisting agencies for the actual costs of personnel, equipment, facilities, and related resources used during the period of assistance unless mutually accepted costs associated with these resources have been pre-identified in addendum to this Agreement. The assisting agency(ies) may waive all or any part of the payment for costs at its (their) sole discretion depending on the reasonable value of the resources committed and the length of the deployment. Funding sources associated with this Agreement may include any or all combinations of federal, state, local and private funding. The participating agencies understand federal reimbursement is contingent upon policy and practice and availability. If participating agencies routinely waive response costs, the costs normally acceptable for federal reimbursement may be ineligible. All reimbursement requires proper documentation, accountings, inventories, receipts, and other evidence of expenses provided by the assisting agency.
- G. Each agency in the RRVUAS Unit is responsible for their own chain of command notifications that are required when the RRVUAS unit is requested, dispatched, or responds to an incident. Each agency may have different levels of notification required depending upon where the unit is responding to and who is responding.
- H. In the event that the RRVUAS Unit receives a request for assistance from an outside agency, the decision to aid may be determined by one or more authorized representatives. Authorized representatives include members of the Joint Board of Authority and the RRVUAS Unit Chief Pilots. The Joint Board of Authority shall be notified of all requests for assistance from an outside agency at the first appropriate opportunity.

The RRVUAS Unit is committed to considering support for external public safety agencies in the region, particularly in scenarios involving exigent circumstances or where there is a significant risk to life safety. Responses will be evaluated based on the potential positive impact the RRVUAS Unit can bring to the situation and will include assessing whether there is an existing mutual aid agreement between the requesting agency and one or more of the RRVUAS agencies.

I. Workers' Compensation and Liability

- 1) Workers ' Compensation Coverage: Each participating agency shall be responsible for its own actions and those of its employees and is responsible for complying with the rules established within the State of residence of the participating agency.
- 2) Automobile Liability Coverage: Each participating agency is responsible for its own actions and is responsible for complying with the motor vehicle financial responsibility laws of the State of the participating agency. Each participating agency agrees to obtain automobile liability coverage with at least a \$100,000.00 per person and \$300,000.00 per occurrence limit and coverage extended to owned, non-owned, and hired vehicles. It is understood that the participating agency may include in the emergency response volunteer agencies or individuals that have motor vehicles titled in the name of the volunteer agency or individual. It is the responsibility of participating agency to determine if the volunteer agency or individual has automobile liability coverage as outlined in this section.

3) General Liability, Public Officials Liability, and Law Enforcement Liability:

- (a) Each participating agency is responsible for its own acts and agrees to assume its own liability for those acts and consequences. The liability of any participating North Dakota state agency is governed by N.D.C.C. ch. 32-12.2, and the liability of any North Dakota political subdivision ' s participating public safety agency is governed by N.D.C.C. ch. 32-12.1. public safety
- (b) Each participating agency shall maintain liability insurance policy limits in amounts equal to or greater than the statutory limits of liability set forth in N.D.C.C. § 32-12.1-03 as amended from time to time.
- (c) Under no circumstances shall any participating agency be required to pay in excess of its statutory liability limits under North Dakota law.
- (d) Liability. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party.

- 4) The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

J. Each participating agency shall develop and update on a regular basis a plan providing for the effective mobilization of its officers, resources and facilities.

K. The participating agencies agree to meet on a regular basis to develop, review and modify as necessary all interagency assistance plans and the provisions of this Agreement.

In order to maintain the efficient implementation of this Agreement, the chief authorized representatives of participating agencies, shall designate authorized representatives to a Joint Board of Authority oversight committee. Each agency shall:

- 1) Appoint one member to the Joint Board of Authority.
- 2) Provide information upon request to participating agencies concerning available staffing per shift, equipment, facilities and specialized units.

- 3) Negotiate modifications to or renewal of the Agreement.
- 4) Develop an annual budget that will be presented to the chief authorized representatives of the participating agencies.
- 5) The board will meet in January of each year to build a budget recommendation that is presented to agency heads for approval.

Article III: Other Terms

- A. NOT A SEPARATE POLITICAL SUBDIVISION. Nothing herein is intended to create a joint powers entity or a net political subdivision under North Dakota law. Each Party shall maintain all of the powers, immunities and authorities that it has under North Dakota law.
- B. NON-EXCLUSIVE AGREEMENT: Nothing within this Agreement shall prevent any participating agencies from entering into similar Agreements with any other public safety agency.
- C. COST SHARING: The five agencies included in this agreement who comprise the RRVUAS Unit are the Cass County Sheriff's Office, the Fargo Police Department, the Fargo Fire Department, the West Fargo Police Department, and the West Fargo Fire Department. All five agencies who are members of the RRVUAS agree to equally split the annual costs of the RRVUAS budget. All agencies will be invoiced in January of each and every year of this agreement.
- D. BUDGET DEVELOPMENT: The budget for the RRVUAS Unit shall be developed annually by the Joint Board of Authority. This budget will encompass all anticipated expenses, including equipment acquisition, maintenance, training, and operational costs.
- E. FUNDING: The RRVUAS Unit shall be funded through a combination of allocations from the participating agencies, as agreed upon in the budgeting process. Additional funding may be sought through grants, federal assistance, and other sources as recommended by the Joint Board of Authority and approved by each agency head.
- F. ACQUISITION AND DISPOSAL OF ASSETS: The authority to acquire or dispose of equipment, technology, and other assets shall be recommended by the Joint Board of Authority. Such decisions must align with the agreed-upon budget and operational needs of the RRVUAS Unit.
- G. BILLING EXTERNAL ENTITIES: In instances where the RRVUAS Unit provides services to outside entities, these entities may be billed for services rendered. The terms and conditions of such billing shall be determined by the Joint Board of Authority.
- H. COST REIMBURSEMENT MECHANISMS: In cases of emergencies or disasters, such as floods, where federal aid or other forms of financial assistance are available, the RRVUAS Unit will adhere to established reimbursement mechanisms. This includes maintaining proper documentation and adhering to eligibility criteria for federal or state aid. The Joint

Board of Authority will oversee and ensure compliance with these mechanisms.

- I. **MERGER:** This Agreement constitutes the entire Agreement between the participating agencies. No waiver, consent, modification, or change of terms of this Agreement shall bind the participating agencies unless in writing and signed by the parties. Any waiver, consent, modification or change, if made, shall be effective only for the specific purposes given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The parties, by their signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.
- J. **GOVERNING LAW AND VENUE:** This Agreement will be controlled by the laws of the State of North Dakota. The parties stipulate and agree that the District Court of Cass County, North Dakota will be the sole and exclusive venue for any lawsuit pertaining to this Agreement, and the parties consent to the personal jurisdiction of said court in the event of any such lawsuit.
- K. **SEVERABILITY** The participating agencies agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligation of the participating agencies shall be construed and enforced as if the Agreement did not contain the particular term or provision.

Article IV: Termination of Agreement

- A. **Mutual Termination:** This Agreement may be terminated at any time by mutual written consent of all parties.
- B. **Termination for Cause:** Any party may terminate this Agreement upon written notice to the other parties if one of the parties breaches any of its obligations under this Agreement. The party in breach will have a period of thirty (30) days from the date of the notice to cure and remedy the breach (the "Cure Period"). If the breach remains unremedied after the expiration of the 30-day Cure Period, the Agreement will terminate immediately.
- C. **Termination Without Cause:** Any party may terminate this Agreement for any reason by providing ninety (90) days written notice to all other parties.
- D. **Obligations upon Termination:** Upon termination of this Agreement for any reason, all parties shall return any property, equipment, confidential information, or any other items belonging to the Fargo Fire Department. All financial obligations accrued before the termination date shall remain in force and shall be settled as per the provisions in this Agreement.
- E. **Survival:** Provisions of this Agreement which by their nature should apply beyond termination of the Agreement will remain in force after termination, including but not limited to, indemnity obligations, liability provisions, and confidentiality clauses.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

CITY OF FARGO

Steven J. Dirksen, Fire Chief

David Zibolski, Police Chief

This Agreement has been approved by the West Fargo City Commission, this date September ??, ????.

Timothy Mahoney, M.D., Mayor

Attest:

Steve Sprague, City Auditor

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

CITY OF WEST FARGO

Daniel Fuller, Fire Chief

Pete Nielsen, Police Chief

This Agreement has been approved by the West Fargo City Commission, this date September ??, ????.

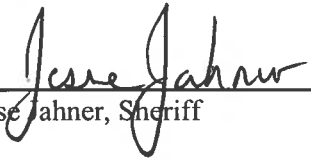
Bernie Dardis, Commission Chair

Attest:

Dustin Scott, City Administrator

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

CASS COUNTY



Jesse Jahner, Sheriff

This Agreement has been approved by the Cass County Commission, this date September ??, ????.

Tony Grindberg, Chair, Cass County Commission

Attest:

Brandy Madrigga, County Finance Director



www.casscountynd.gov

Office of the Sheriff

Jessè Jahner, Sheriff

December 5, 2024

Mr. Tony Grindberg, Commission Chair
Cass County Commission
Via email

Chairman Grindberg,

I am writing today to request consideration by the County Commission for renewal of an existing contract with Centre, Inc and Cass County.

This contract provides for daily rate housing of minimum custody inmate participants that qualify for our Community Supervision Program. Placements under this contract provides for a lower cost option than moving an inmate to another jail facility when we have capacity issues, and is limited in scope only where necessary to serve as both a participant benefit and a space-saving contingency.

I wish to emphasize that costs under this contract are NOT charged or collected in instances where inmates are released and transferred for treatment at Centre. This is only used as a means of reduced cost custody for those participants who qualify for Community Supervision but have no housing. Costs associated with this contract, and the anticipated use, were factored into our 2025 budget.

I can be available to answer questions on this contract if the Commission would prefer to have this as an agenda item, but I have no objections to including this as a consent agenda item.

Sincerely,

Capt. Andrew Frobig
Jail Administrator

Cass County Sheriff
Law Enforcement Center
1612 23rd Avenue North
P.O. Box 488
Fargo, North Dakota 58107-0488
Phone: 701-241-5800
Fax: 701-241-5806

Cass County Sheriff
Courthouse
211 9th Street South
P.O. Box 488
Fargo, North Dakota 58107-0488
Phone: 701-241-5800
Fax: 701-241-5805

Cass County Jail
450 34th Street South
Fargo, North Dakota 58103
Phone: 701-271-2900
Fax: 701-271-2967



CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

DEPARTMENT: Sheriff's Office DATE OF REQUEST: 12-11-2024

COMPANY REQUESTING CONTRACT: Centre, Inc

BRIEF PROJECT DESCRIPTION: Service Agreement for Community Supervision Program

 NEW CONTRACT OR x CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: *Martha Pearson* DATE 12/12/2024

STATE'S ATTORNEY COMMENTS:

Approved as to form.

June 11, 2024

Jesse Jahner
Cass County Sheriff's Department
PO Box 488.
Fargo, ND 58107

RE: Purchase of Services Agreement with Centre, Inc.

Dear Sheriff Jahner,

Enclosed is a proposed Purchase of Service Agreement for Centre to continue to provide Minimum Security Residential Re-entry Services & Home Detention via GPS Monitoring for Cass County. If acceptable, please have this contract signed, and return a copy to Centre Inc. at P.O. Box 1269, Fargo, ND 58107-1269.

If you have any questions regarding this contract or would like modifications, please contact me at (701) 365-4162 or joshhe@centreinc.org. We look forward to continuing our working relationship with the Cass County Correctional Center & Sheriff's Departments.

Sincerely,

Josh Helmer
Executive Director

Centre

PURCHASE OF SERVICE AGREEMENT

WHEREAS, the County of Cass has determined the services referred to in the paragraph below entitled "Scope of Service" should be purchased; and

WHEREAS, Centre, Inc., a Private non-profit Agency (Provider), proposes to provide these services;

NOW, THEREFORE, the County of Cass and Centre. Inc., enter into the following:

AGREEMENT

I. **TERM OF AGREEMENT:**

The term of this agreement shall be from the 1st day of January 2025 through the 31st day of December 2026.

II. **SCOPE OF SERVICE:**

- A. The Provider will accept Cass County inmates for minimum-security placement at the facility located at either 123 15th Street North in Fargo for Males or 3501 Westrac Drive, Fargo, for Females. Provider will provide residential services which may include work-release, case management/counseling services, employment skills, ASAM level 3.1 chemical dependency treatment, ASAM level 2.1 chemical dependency treatment, chemical dependency aftercare/ASAM level 1, Thinking for a Change, Seeking Safety Group, & drug/alcohol testing.
- B. Additionally, the Provider will accept referrals from the court or the Sheriff Department who may be supervised on Home Detention with Global Positioning Satellite monitoring. Drug and alcohol testing is conducted on Home Detention inmates.

III. **COMPENSATION:**

A. Compensation for the minimum-security services outlined under terms of this agreement shall be:

2025: \$91.00 per day for each placement. Inmates will pay **\$27.00** per working day towards this cost at the discretion of the Sheriff's Department.

2026: \$95.00 per day for each placement. Inmates will pay **\$27.00** per working day towards this cost at the discretion of the Sheriff's Department.

This amount is deducted from the monthly billing for each placement.

B. Compensation for the **Offender Paid** Home Detention Services Program with Global Positioning Satellite (GPS) monitoring shall be:

2025: \$22.00 per day and includes field surveillance. If they are on a 24/7 program,

the cost is \$20 per day.

2024: \$23.00 per day and includes field surveillance. If they are on a 24/7 program, the cost is \$21 per day.

The inmate shall pay a one-time fee of \$35.00 for installation and disconnection of the electronic surveillance equipment

C. When the Provider has grant funds under which Cass County referrals may be enrolled, no costs for services will be billed to the county.

IV. **PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:**

The Provider understands that this agreement is a one-time agreement and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. **PROVIDER ASSURANCES:**

The Provider agrees to comply with the applicable assurances set forth in Addendum A attached hereto.

VI. **INDEMNITY**

Provider agrees to indemnify, save and hold harmless the County of Cass, its agencies, officers, and employees from claims of any and all nature, including all costs, expense, and attorney's fees, which may in any manner, arise out of or result from this agreement, except claims resulting from or arising out of the County's sole negligence. The provider also agrees to indemnify, save and hold the County harmless for all costs, expenses, and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein.

VII. **INSURANCE**

The provider shall secure and keep in force during the term of this agreement, from an insurance company authorized to do business in North Dakota, commercial general liability insurance covering any and all claims of any nature arising out of this agreement. Centre shall furnish annually to the undersigned County representative a certificate of insurance as evidence the policy is in effect. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence. The policy may not be canceled or modified without thirty (30) days prior written notice to the undersigned representative of the County of Cass. The County of Cass shall be endorsed on such a policy as an additional insured.

COUNTY OF CASS

CENTRE, Inc., Provider

By: _____
Chairperson Date

By _____
Joshua Helmer Date
Executive Director

APPENDIX A

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations by an ordinance of the city and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by the pursuant to regulations promulgated there under to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian, or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the board of the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. The Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.




Highway Department

Telephone: 701-298-2370
Fax: 701-298-2395

MEMORANDUM

TO: Cass County Commission

FROM: Thomas Soucy, County Engineer 

DATE: December 6, 2024

SUBJECT: Consent Agenda Item for December 16th, 2024 Commission Meeting: Cost Share Agreement – Maple Valley Public School District #4 – Maple Valley Public School Parking Lot Surfacing (Option 1&2)

Attached are the Cost Share Agreement Docs with Maple Valley Public School District #4 to complete Parking Lot Surfacing along County Highway 10.

Maple Valley Public School District #4 expressed their desire to have a cost share on a proposed Cass County project happening during the 2025 construction season on County Highway 10. They proposed to add the Parking Lot Surfacing to our project to save costs, improve safety, and minimize construction on this corridor in the future.

The proposed improvements will greatly improve safety to and around the school for students, teachers, and staff during school operation and special events.

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN COST SHARE AGREEMENT WITH MAPLE VALLEY SCHOOL DISTRICT #4 FOR THE PARKING LOT SURFACING ON THE CASS COUNTY HIGHWAYS STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

J:\Admin-Eng\Commission Corrsp\2024 Commission Correspondence\CH2503 & CB2503 C10 Regrade\Agenda Memo Maple Valley Public School District Agreement 120624.docx



CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

DEPARTMENT: Highway Department DATE OF REQUEST: 12-12-2024

COMPANY REQUESTING CONTRACT: Maple Valley Public School District

BRIEF PROJECT DESCRIPTION: Cost share agreement for project on Cass Highway 10

 ^x NEW CONTRACT OR CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: *Matthew Nauman* DATE 12/13/2024

STATE'S ATTORNEY COMMENTS:

Approved as to form.

COST SHARE AGREEMENT

THIS COST SHARE AGREEMENT, made and entered into this ____ day of _____, 2024 (hereinafter referred to as the “effective date”) by and between the Maple Valley Public School District #4, a North Dakota Public School, whose post office address is 207 Broadway, P.O. Box 168, Tower City, ND 58071 (hereinafter referred to as the “MVPSD”), and Cass County, North Dakota, a North Dakota political subdivision, whose post office address is 211 Ninth Street South, P.O. Box 2806, Fargo, ND 58103 (hereinafter referred to as the “County”).

WHEREAS, County is planning to undertake improvements along County Highway No. 10 from County Highway No. 1 to State Highway No. 38; and

WHEREAS, portions of County Highway No. 10 are located adjacent the Maple Valley Public School; and

WHEREAS, County is planning to undertake improvements to County Highway No. 10, including Grading, Cement Stabilization, HBP, Structure Replacement, Incidentals, and Parking Lot Surfacing ; and

WHEREAS, because of these improvements planned for County Highway No. 10, the MVPSD desires to coordinate its improvements in conjunction with the County’s improvements; and

WHEREAS, MVPSD and County agree that coordination of the two entities’ construction efforts will foster efficiency and may result in cost savings; and

WHEREAS, MVPSD and County are interested in working in a cooperative manner to undertake improvements to County Highway No. 10 (hereinafter collectively referred to as the “project”) pursuant to the terms and conditions of this Cost Share Agreement.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Purpose. The intent of this agreement is to increase efficiencies with respect to the bidding, contracting and construction oversight of the project, and to prevent delays with respect to the scheduling of work for the project.
2. Term. Cost Share Agreement shall terminate sixty (60) days after the final payment is issued to the contractor hired to undertake the improvements for the project. A correction period of one year shall be observed after the project is deemed substantially complete to enforce any portion of the scope of work that needs to be fixed at the general contractor’s expense.
3. Procedures. MVPSD and County agree that the following procedures will govern the bidding, contracting, oversight and payment procedures for the project:
 - Subd. 1. Engineering Services. County will employ an engineer who will be responsible for a full set of street plans.

- Subd. 2. Bidding. County shall coordinate in the preparation and drafting of the request for bids as provided under North Dakota law after the MVPSD has approved the plans. County shall have the authority to accept the lowest responsible bid after the MVPSD has approved the bid.
 - Subd. 3. Contract. The County shall be identified as owner with respect to any contract let for the project and be identified in any bid bond, payment bond or performance bond required.
 - Subd. 4. Cost Share. The costs associated with Grading, Cement Stabilization, HBP, Structure Replacement, and Incidentals shall be paid entirely by the County. The costs associated with the Parking Lot Surfacing (Option 1 & 2) shall be paid entirely by the MVPSD. All other costs associated with the project and incidentals will be paid entirely by the County. County's engineer shall be responsible for preparing and forwarding invoices to the appropriate entities. See Exhibit 1 for the bid item quantity splits.
 - Subd. 5. Financing. MVPSD and County shall each be individually responsible for obtaining financing for their respective shares of the project.
 - Subd. 6. Construction Oversight/Inspections. County shall be responsible for inspection, review, observation of work performed, and administration of the construction contract within the county's right of way.
 - Subd. 7. Processing of Pay Requests and Change Orders. County's engineers shall coordinate in the processing of pay requests. Pay requests shall first be provided to MVPSD for review and then submitted to County for approval. MVPSD shall pay all pay requests recommended by the County engineer and approved by the County in accordance with the agreed cost share set forth in subdivision 4 above. Invoices will be submitted to the MVPSD when the project is substantially complete and when the final is submitted. The MVPSD and County shall coordinate in the review and approval of change orders as needed.
 - Subd. 8. Final Punch List. County and MVPSD shall coordinate with respect to developing a final punch list.
 - Subd. 9. Disputes with Contractor. MVPSD and County shall coordinate with respect to any disputes regarding the contractor. Such coordination shall include any potential litigation with the contractor. However, each party shall be responsible for their own attorney's fees should a dispute occur with the contractor.
4. Workers Compensation. Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pu

rsuant to this agreement. Each party waives the right to sue the other party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

5. Damage to Equipment. Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.
6. Liability. For the purposes of Municipal Tort Liability, the employees and officers of a party are deemed to be employees of that party. Under no circumstances shall a party, irrespective of whether it may have waived the limit on liability set forth in the North Dakota Century Code, be required to pay on behalf of itself or the other party, any amounts in excess of the limits on liability established in the North Dakota Century Code applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party.
7. Merger Clause. This agreement constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.
8. Written Amendment Required. No amendment, modification, or waiver of any condition, provision or term shall be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this Cost Share Agreement.
9. Grammatical Construction. Whenever the singular number is used herein, the same shall include the plural where appropriate, and the words of any gender shall include any other genders where appropriate.
10. Severability Clause. Each provision, section, sentence, clause, phrase, and word of this Cost Share Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Cost Share Agreement.
11. Agreement Binding on Successors. This Cost Share Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

12. North Dakota Law Applies. This Cost Share Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Cost Share Agreement shall be brought in an appropriate venue in the State of North Dakota.
13. Execution in Counterparts. This Cost Share Agreement may be executed in counterparts with both MVPSD and County having a fully-executed counterpart.
14. Exhibit 1. Bid Item quantity splits are attached.

MAPLE VALLEY PUBLIC SCHOOL DISTRICT #4

CASS COUNTY

BY: _____
Chairperson

BY: _____
Chairperson

BY: _____
Superintendent

BY: _____
County Finance Director

SHEET NO.

SEC NO.

Scale
As Shown

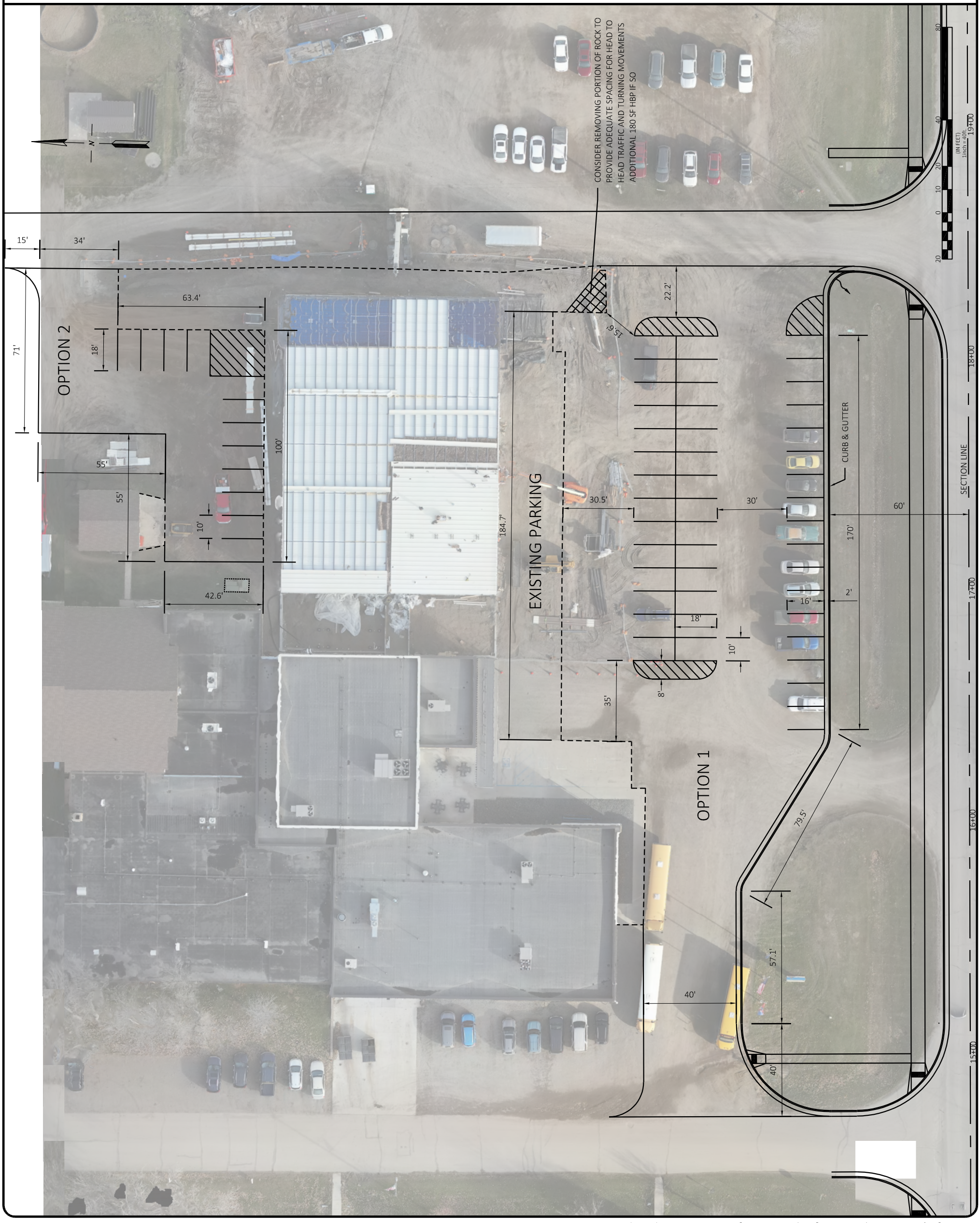
REV DATE
10/28/24

Checked By
KDL

Drawn By
SPW

CASS COUNTY HIGHWAY DEPARTMENT
WEST FARGO, NORTH DAKOTA
CH2503 SCHOOL PARKING LOT OPTIONS

PRELIMINARY
NOT FOR CONSTRUCTION



CASS COUNTY HIGHWAY DEPARTMENT
 ABSTRACT OF BIDS RECEIVED
 BID LETTING DATE: NOVEMBER 21, 2024 @ 1:00 PM
 PAGE 1 OF 2

PROJECT NO. CH2503 & CB2503 GRADING, CEMENT STABILIZATION, HBP, STRUCTURE REPLACEMENT, & INCIDENTALS CASS COUNTY HIGHWAY 10; FROM CASS COUNTY HIGHWAY 1 (TOWER CITY) EAST TO STATE HIGHWAY 38					ENGINEER'S ESTIMATE		Border States Paving PO Box 2586 Fargo, ND 58108-2586		Gladen Construction Inc 40759 Us 71 N Laporte, MN 56461		Knife River Materials PO Box 40 Bemidji, MN 56619-0040		KPH, Inc 9530 39th St S Fargo, ND 58104-7824		Park Construction Company 1481 81st Ave NE Minneapolis, MN 55432-2111		Northern Improvement Company PO Box 2846 Fargo, ND 58108-2846		Central Specialties, Inc. 6325 County Road 87 SW Alexandria, MN 56308-5361	
ITEM	SPEC	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	103	CONTRACT BOND	L SUM	1	\$20,000.00	\$20,000.00	\$24,000.00	\$24,000.00	\$38,000.00	\$38,000.00	\$26,500.00	\$26,500.00	\$45,000.00	\$45,000.00	\$32,200.00	\$32,200.00	\$23,400.00	\$23,400.00	\$10,000.00	\$10,000.00
2	201	CLEARING & GRUBBING	L SUM	1	\$20,000.00	\$20,000.00	\$31,500.00	\$31,500.00	\$19,500.00	\$19,500.00	\$30,000.00	\$30,000.00	\$45,000.00	\$45,000.00	\$27,500.00	\$27,500.00	\$33,600.00	\$33,600.00	\$25,000.00	\$25,000.00
3	202	REMOVAL OF STRUCTURE	L SUM	1	\$80,000.00	\$80,000.00	\$75,000.00	\$75,000.00	\$22,000.00	\$22,000.00	\$30,000.00	\$30,000.00	\$72,150.00	\$72,150.00	\$120,000.00	\$120,000.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00
4	202	REMOVAL OF BITUMINOUS SURFACING	SY	1,319	\$15.00	\$19,785.00	\$8.45	\$11,145.55	\$13.00	\$17,147.00	\$11.50	\$15,168.50	\$8.00	\$10,552.00	\$5.05	\$6,660.95	\$18.00	\$23,742.00	\$10.00	\$13,190.00
5	202	SAW BITUMINOUS SURFACING - FULL DEPTH	LF	635	\$5.00	\$3,175.00	\$2.40	\$1,524.00	\$2.50	\$1,587.50	\$2.50	\$1,587.50	\$5.00	\$3,175.00	\$2.30	\$1,460.50	\$3.50	\$2,222.50	\$2.30	\$1,160.50
6	202	REMOVAL OF CULVERTS - ALL TYPES & SIZES	LF	2,042	\$25.00	\$51,050.00	\$20.40	\$41,656.80	\$32.00	\$65,344.00	\$20.00	\$40,840.00	\$20.00	\$40,840.00	\$27.90	\$56,971.80	\$21.00	\$42,882.00	\$30.00	\$61,260.00
7	203	COMMON EXCAVATION - TYPE A	CY	8,372	\$10.00	\$83,720.00	\$7.90	\$66,138.80	\$8.04	\$67,310.88	\$5.35	\$44,790.20	\$6.50	\$54,418.00	\$11.20	\$93,766.40	\$7.60	\$63,627.20	\$8.75	\$73,255.00
8	203	COMMON EXCAVATION - TYPE B	CY	91,179	\$8.00	\$729,432.00	\$6.80	\$620,017.20	\$6.63	\$604,516.77	\$5.35	\$487,807.65	\$6.50	\$592,663.50	\$8.50	\$775,021.50	\$6.70	\$610,899.30	\$8.15	\$743,108.85
9	203	TOPSOIL	CY	58,352	\$6.00	\$350,112.00	\$4.40	\$256,748.80	\$3.55	\$207,149.60	\$2.80	\$163,385.60	\$5.50	\$320,936.00	\$7.70	\$449,310.40	\$4.35	\$253,831.20	\$5.00	\$291,760.00
10	203	TOPSOIL - IMPORTED	CY	5,814	\$15.00	\$87,210.00	\$20.00	\$116,280.00	\$1.00	\$5,814.00	\$30.00	\$174,420.00	\$25.00	\$145,350.00	\$0.01	\$58.14	\$25.75	\$149,710.50	\$25.00	\$145,350.00
11	203	BORROW - EXCAVATION	CY	13,725	\$20.00	\$274,500.00	\$12.30	\$168,817.50	\$13.25	\$181,856.25	\$11.00	\$150,975.00	\$22.00	\$301,950.00	\$0.01	\$137.25	\$12.00	\$164,700.00	\$20.00	\$274,500.00
12	203	MATERIAL TESTING	L SUM	1	\$30,000.00	\$30,000.00	\$34,700.00	\$34,700.00	\$25,000.00	\$25,000.00	\$33,250.00	\$33,250.00	\$55,000.00	\$55,000.00	\$33,300.00	\$33,300.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00
13	210	CLASS 1 EXCAVATION	L SUM	1	\$20,000.00	\$20,000.00	\$26,100.00	\$26,100.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$26,500.00	\$26,500.00	\$25,000.00	\$25,000.00	\$26,250.00	\$26,250.00	\$25,000.00	\$25,000.00
14	210	CLASS 2 EXCAVATION	L SUM	1	\$20,000.00	\$20,000.00	\$26,100.00	\$26,100.00	\$15,500.00	\$15,500.00	\$25,000.00	\$25,000.00	\$26,500.00	\$26,500.00	\$25,000.00	\$25,000.00	\$26,250.00	\$26,250.00	\$25,000.00	\$25,000.00
15	210	CHANNEL EXCAVATION	L SUM	1	\$50,000.00	\$50,000.00	\$55,100.00	\$55,100.00	\$12,500.00	\$12,500.00	\$30,000.00	\$30,000.00	\$26,500.00	\$26,500.00	\$27,300.00	\$27,300.00	\$85,000.00	\$85,000.00	\$25,000.00	\$25,000.00
16	210	FOUNDATION PREPARATION	EA	1	\$125,000.00	\$125,000.00	\$120,950.00	\$120,950.00	\$125,000.00	\$125,000.00	\$116,000.00	\$116,000.00	\$124,000.00	\$124,000.00	\$200,000.00	\$200,000.00	\$121,800.00	\$121,800.00	\$116,000.00	\$116,000.00
17	216	WATER	M GAL	330	\$30.00	\$9,900.00	\$30.00	\$9,900.00	\$14.00	\$4,620.00	\$20.00	\$6,600.00	\$26.00	\$8,580.00	\$64.90	\$21,417.00	\$5.00	\$1,650.00	\$30.00	\$9,900.00
18	230	RESHAPING ROADWAY	MILE	4.75	\$3,000.00	\$14,250.00	\$5,010.00	\$23,797.50	\$7,960.00	\$37,810.00	\$4,500.00	\$21,375.00	\$5,850.00	\$27,787.50	\$19,200.00	\$91,200.00	\$31,000.00	\$147,250.00	\$9,000.00	\$42,750.00
19	251	SEEDING CLASS III	ACRE	72.34	\$1,000.00	\$72,340.00	\$830.00	\$60,042.20	\$560.70	\$40,561.04	\$560.69	\$40,560.31	\$600.00	\$43,404.00	\$561.00	\$40,582.74	\$600.00	\$43,404.00	\$560.69	\$40,560.31
20	251	TEMPORARY COVER CROP	ACRE	26.93	\$500.00	\$13,465.00	\$485.00	\$13,061.05	\$450.00	\$12,118.50	\$450.00	\$12,118.50	\$480.00	\$12,926.40	\$450.00	\$12,118.50	\$470.00	\$12,657.10	\$450.00	\$12,118.50
21	253	STRAW MULCH	ACRE	64.75	\$500.00	\$32,375.00	\$428.00	\$27,713.00	\$421.65	\$27,301.84	\$421.62	\$27,299.90	\$455.00	\$29,461.25	\$422.00	\$27,324.50	\$445.00	\$28,813.75	\$421.62	\$27,299.90
22	253	HYDRAULIC MULCH	ACRE	7.59	\$2,500.00	\$18,975.00	\$3,390.00	\$25,730.10	\$3,100.00	\$23,529.00	\$3,100.00	\$23,529.00	\$3,350.00	\$25,426.50	\$3,740.00	\$28,386.60	\$3,255.00	\$24,705.45	\$3,100.00	\$23,529.00
23	255	ECB TYPE 1	SY	1,743	\$5.00	\$8,715.00	\$2.75	\$4,793.25	\$6.00	\$10,458.00	\$6.00	\$10,458.00	\$6.50	\$11,329.50	\$6.00	\$10,458.00	\$6.30	\$10,980.90	\$6.00	\$10,458.00
24	256	RIPRAP GRADE III	CY	695	\$115.00	\$79,925.00	\$120.00	\$83,400.00	\$90.00	\$62,550.00	\$115.00	\$79,925.00	\$123.00	\$85,485.00	\$125.00	\$86,875.00	\$130.00	\$90,350.00	\$115.00	\$79,925.00
25	261	FIBER ROLLS 12IN	LF	7,910	\$4.00	\$31,640.00	\$4.00	\$31,640.00	\$2.75	\$21,752.50	\$2.75	\$21,752.50	\$3.00	\$23,730.00	\$2.75	\$21,752.50	\$2.90	\$22,939.00	\$2.75	\$21,752.50
26	261	REMOVE FIBER ROLLS 12IN	LF	1,610	\$1.00	\$1,610.00	\$1.05	\$1,690.50	\$1.25	\$2,012.50	\$1.25	\$2,012.50	\$1.35	\$2,173.50	\$1.25	\$2,012.50	\$1.30	\$2,093.00	\$1.25	\$2,012.50
27	262	FLOTATION SILT CURTAIN	LF	90	\$30.00	\$2,700.00	\$20.90	\$1,881.00	\$10.00	\$900.00	\$10.00	\$900.00	\$11.00	\$990.00	\$10.00	\$900.00	\$10.50	\$945.00	\$10.00	\$900.00
28	262	REMOVE FLOTATION SILT CURTAIN	LF	90	\$10.00	\$900.00	\$8.35	\$751.50	\$5.00	\$450.00	\$5.00	\$450.00	\$5.50	\$495.00	\$5.00	\$450.00	\$5.25	\$472.50	\$5.00	\$450.00
29	302	AGGREGATE BASE COURSE CL 5	TON	13,680	\$30.00	\$410,400.00	\$23.30	\$318,744.00	\$22.76	\$311,356.80	\$32.00	\$437,760.00	\$26.00	\$355,680.00	\$26.20	\$358,416.00	\$50.00	\$684,000.00	\$30.00	\$410,400.00
30	302	SALVAGED BITUMINOUS BASE COURSE	CY	7,750	\$15.00	\$116,250.00	\$13.90	\$107,725.00	\$13.85	\$107,337.50	\$8.00	\$62,000.00	\$17.00	\$131,750.00	\$14.50	\$112,375.00	\$20.00	\$155,000.00	\$16.00	\$124,000.00
31	306	FULL DEPTH RECLAMATION - CEMENT STABILIZED	SY	124,757	\$3.00	\$374,271.00	\$2.05	\$255,751.85	\$2.32	\$289,436.24	\$2.15	\$268,227.55	\$2.25	\$280,703.25	\$2.70	\$336,843.90	\$2.70	\$336,843.90	\$3.00	\$374,271.00
32	306	FULL DEPTH RECLAMATION	SY	72,563	\$3.00	\$217,689.00	\$1.60	\$116,100.80	\$1.25	\$90,703.75	\$1.20	\$87,075.60	\$1.75	\$126,985.25	\$1.20	\$87,075.60	\$1.00	\$72,563.00	\$2.00	\$145,126.00
33	411	MILLING PAVEMENT SURFACE	SY	19,366	\$5.00	\$96,830.00	\$4.80	\$92,956.80	\$1.40	\$27,112.40	\$3.80	\$73,590.80	\$6.00	\$116,196.00	\$3.45	\$66,812.70	\$5.25	\$101,671.50	\$8.00	\$154,928.00
34	430	RAP - SUPERPAVE FAA 43	TON	7,205	\$110.00	\$792,550.00	\$102.00	\$734,910.00	\$112.30	\$809,121.50	\$132.00	\$951,060.00	\$119.00	\$857,395.00	\$104.00	\$749,320.00	\$112.30	\$809,121.50	\$104.20	\$750,761.00
35	430	CORED SAMPLE	EA	37	\$50.00	\$1,850.00	\$85.00	\$3,145.00	\$75.00	\$2,775.00	\$15.00	\$555.00	\$80.00	\$2,960.00	\$25.00	\$925.00	\$75.00	\$2,775.00	\$25.00	\$925.00
36	550	PORTLAND CEMENT	TON	4,209	\$250.00	\$1,052,250.00	\$231.00	\$972,279.00	\$221.50	\$932,293.50	\$221.50	\$932,293.50	\$230.00	\$968,070.00	\$222.00	\$934,398.00	\$235.00	\$989,115.00	\$221.50	\$932,293.50
37	602	CLASS AAE-3 CONCRETE	CY	145.6	\$1,900.00	\$2,764,000.00	\$1,880.00	\$2,732,000.00	\$1,925.00	\$2,802,000.00	\$1,800.00	\$2,620,000.00	\$1,935.00	\$2,817,300.00	\$1,800.00	\$2,620,000.00	\$1,925.00	\$2,802,000.00	\$1,800.00	\$2,620,000.00
38	602	CLASS AE-3 CONCRETE	CY	90.3	\$1,800.00	\$1,625,400.00	\$2,190.00	\$1,977,570.00	\$1,875.00	\$1,693,125.00	\$2,100.00	\$1,890,000.00	\$2,250.00	\$2,031,750.00	\$2,100.00	\$1,890,000.00	\$2,200.00	\$1,980,000.00	\$2,100.00	\$1,890,000.00
39	602	PENETRATING WATER REPELLENT TREATMENT	SY	455	\$10.00	\$4,550.00	\$12.50	\$5,687.50	\$6.00	\$2,730.00	\$12.00	\$5,460.00	\$13.00	\$5,915.00	\$12.00	\$5,460.00	\$12.60	\$5,733.00	\$12.00	\$5,460.00
40	604	PRESTRESSED BOX BEAM - 21IN	LF	525	\$500.00	\$262,500.00	\$391.00	\$205,275.00	\$335.00	\$175,875.00	\$375.00	\$196,875.00	\$400.00	\$210,000.00	\$375.00	\$196,875.00	\$400.00	\$210,000.00	\$375.00	\$196,875.00
41	612	REINFORCING STEEL - GRADE 60	LBS	7,093	\$2.50	\$17,732.50	\$8.35	\$59,226.55	\$3.75	\$26,598.75	\$8.00	\$56,744.00	\$9.00	\$63,837.00	\$8.00	\$56,744.00	\$8.50	\$60,290.50	\$8.00	\$56,744.00
42	612	REINFORCING STEEL - GRADE 60 - EPOXY COATED	LBS	29,716	\$2.50	\$74,290.00	\$3.15	\$93,605.40	\$4.25	\$126,293.00	\$3.00	\$89,148.00	\$3.25	\$96,577.00	\$3.00	\$89,148.00	\$3.20	\$95,091.20	\$3.00	\$89,148.00
43	616	STRUCTURAL STEEL M270 - GRADE 36	LBS	988	\$15.00	\$14,820.00	\$12.50	\$12,350.00	\$10.00	\$9,880.00	\$12.00	\$11,856.00	\$13.00	\$12,844.00	\$12.00	\$11,856.00	\$12.60	\$12,448.80	\$12.00	\$11,856.00
44	622	STEEL PILING HP 10 X 42	LF	650	\$55.00	\$35,750.00	\$66.70	\$43,355.00	\$48.00	\$31,200.00	\$64.00	\$41,600.00	\$68.00	\$44,200.00	\$64.00	\$41,600.00	\$68.00	\$44,200.00	\$64.00	\$41,600.00
45	622	STEEL PILING HP 12 X 53	LF	390	\$70.00	\$27,300.00	\$83.40	\$32,526.00	\$62.00	\$24,180.00	\$80.00	\$31,200.00	\$86.00	\$33,540.00	\$80.00	\$31,200.00	\$85.00	\$33,150.00	\$80.00	\$31,200.00
46	702	MOBILIZATION	L SUM	1	\$250,000.00	\$250,000.00	\$325,000.00	\$325,000.00	\$363,000.00	\$363,000.00	\$498,000.00	\$498,000.00	\$200,000.00	\$200,000.00	\$630,000.00	\$630,000.00	\$668,500.00	\$668,500.00	\$890,000.00	\$890,000.00
47	704	TRAFFIC CONTROL SIGNS	UNIT	1,873	\$2.50	\$4,682.50	\$2.10	\$3,933.30	\$3.90	\$7,304.70	\$1.00	\$1,873.00	\$2.00	\$3,746.00	\$1.00	\$1,873.00	\$1.05	\$1,966.65	\$1.00	\$1,873.00
48	704	TYPE III BARRICADE	EA	27	\$125.00															

CASS COUNTY HIGHWAY DEPARTMENT
ABSTRACT OF BIDS RECEIVED
BID LETTING DATE: NOVEMBER 21, 2024 @ 1:00 PM
PAGE 2 OF 2

PROJECT NO. CH2503 & CB2503 GRADING, CEMENT STABILIZATION, HBP, STRUCTURE REPLACEMENT, & INCIDENTALS CASS COUNTY HIGHWAY 10; FROM CASS COUNTY HIGHWAY 1 (TOWER CITY) EAST TO STATE HIGHWAY 38					ENGINEER'S ESTIMATE		Border States Paving PO Box 2586 Fargo, ND 58108-2586		Gladen Construction Inc 40759 Us 71 N Laporte, MN 56461		Knife River Materials PO Box 40 Bemidji, MN 56619-0040		KPH, Inc 9530 39th St S Fargo, ND 58104-7824		Park Construction Company 1481 81st Ave NE Minneapolis, MN 55432-2111		Northern Improvement Company PO Box 2846 Fargo, ND 58108-2846		Central Specialties, Inc. 6325 County Road 87 SW Alexandria, MN 56308-5361	
ITEM	SPEC	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
61	714	PIPE CONC REINF 30IN CL III - STORM DRAIN	LF	86	\$200.00	\$17,200.00	\$160.00	\$13,760.00	\$223.50	\$19,221.00	\$170.00	\$14,620.00	\$135.00	\$11,610.00	\$165.00	\$14,190.00	\$142.00	\$12,212.00	\$200.00	\$17,200.00
62	714	PIPE CONC REINF 42IN CL III	LF	82	\$500.00	\$41,000.00	\$252.00	\$20,664.00	\$299.50	\$24,559.00	\$300.00	\$24,600.00	\$300.00	\$24,600.00	\$261.00	\$21,402.00	\$315.00	\$25,830.00	\$300.00	\$24,600.00
63	714	END SECT - CONC REINF 24IN	EA	13	\$1,750.00	\$22,750.00	\$1,420.00	\$18,460.00	\$1,011.00	\$13,143.00	\$965.00	\$12,545.00	\$1,350.00	\$17,550.00	\$1,260.00	\$16,380.00	\$1,425.00	\$18,525.00	\$1,100.00	\$14,300.00
64	714	END SECT - CONC REINF 30IN	EA	1	\$2,250.00	\$2,250.00	\$1,620.00	\$1,620.00	\$1,261.00	\$1,261.00	\$1,150.00	\$1,150.00	\$2,500.00	\$2,500.00	\$1,710.00	\$1,710.00	\$2,675.00	\$2,675.00	\$1,500.00	\$1,500.00
65	714	END SECT - CONC REINF 42IN	EA	2	\$2,750.00	\$5,500.00	\$3,170.00	\$6,340.00	\$2,104.00	\$4,208.00	\$2,000.00	\$4,000.00	\$3,000.00	\$6,000.00	\$3,200.00	\$6,400.00	\$3,210.00	\$6,420.00	\$2,600.00	\$5,200.00
66	714	PIPE CONDUIT 24IN - STORM DRAIN INSTALLATION	LF	1,669	\$40.00	\$66,760.00	\$43.10	\$71,933.90	\$108.00	\$180,252.00	\$54.00	\$90,126.00	\$35.00	\$58,415.00	\$47.60	\$79,444.40	\$37.50	\$62,587.50	\$105.00	\$175,245.00
67	714	PIPE CONDUIT 36IN - STORM DRAIN INSTALLATION	LF	1,269	\$50.00	\$63,450.00	\$44.80	\$56,851.20	\$118.00	\$149,742.00	\$59.00	\$74,871.00	\$41.00	\$52,029.00	\$55.30	\$70,175.70	\$44.00	\$55,836.00	\$115.00	\$145,935.00
68	714	PIPE CONDUIT 42IN - STORM DRAIN INSTALLATION	LF	619	\$55.00	\$34,045.00	\$53.30	\$32,992.70	\$96.00	\$59,424.00	\$62.00	\$38,378.00	\$45.00	\$27,855.00	\$62.80	\$38,873.20	\$48.00	\$29,712.00	\$120.00	\$74,280.00
69	714	PIPE CONDUIT 48IN - STORM DRAIN INSTALLATION	LF	2,242	\$60.00	\$134,520.00	\$59.30	\$132,950.60	\$100.00	\$224,200.00	\$65.00	\$145,730.00	\$48.00	\$107,616.00	\$69.80	\$156,491.60	\$51.00	\$114,342.00	\$125.00	\$280,250.00
70	714	PIPE CONDUIT 60IN - STORM DRAIN INSTALLATION	LF	1,479	\$70.00	\$103,530.00	\$70.00	\$103,530.00	\$120.00	\$177,480.00	\$70.00	\$103,530.00	\$55.00	\$81,345.00	\$84.70	\$125,271.30	\$58.50	\$86,521.50	\$135.00	\$199,665.00
71	714	PIPE CORR STEEL .079IN ARCH 28IN X 20IN	LF	240	\$125.00	\$30,000.00	\$104.00	\$24,960.00	\$90.75	\$21,780.00	\$125.00	\$30,000.00	\$78.00	\$18,720.00	\$129.00	\$30,960.00	\$83.00	\$19,920.00	\$130.00	\$31,200.00
72	714	PIPE CORR STEEL .079IN 24IN	LF	1,046	\$100.00	\$104,600.00	\$77.50	\$81,065.00	\$81.50	\$85,249.00	\$100.00	\$104,600.00	\$80.00	\$83,680.00	\$103.00	\$107,738.00	\$85.00	\$88,910.00	\$90.00	\$94,140.00
73	714	END SECT CORR STEEL .064IN 24IN	EA	42	\$500.00	\$21,000.00	\$744.00	\$31,248.00	\$427.00	\$17,934.00	\$400.00	\$16,800.00	\$575.00	\$24,150.00	\$490.00	\$20,580.00	\$615.00	\$25,830.00	\$500.00	\$21,000.00
74	714	END SECT CORR STEEL .109IN 42IN	EA	1	\$1,250.00	\$1,250.00	\$1,630.00	\$1,630.00	\$1,515.00	\$1,515.00	\$1,000.00	\$1,000.00	\$1,800.00	\$1,800.00	\$1,430.00	\$1,430.00	\$1,900.00	\$1,900.00	\$2,700.00	\$2,700.00
75	714	END SECT CORR STEEL .109IN 48IN	EA	1	\$1,500.00	\$1,500.00	\$1,810.00	\$1,810.00	\$1,739.00	\$1,739.00	\$1,150.00	\$1,150.00	\$2,000.00	\$2,000.00	\$1,550.00	\$1,550.00	\$2,140.00	\$2,140.00	\$3,100.00	\$3,100.00
76	714	END SECT CORR STEEL .109IN 60IN	EA	1	\$2,000.00	\$2,000.00	\$3,100.00	\$3,100.00	\$2,585.00	\$2,585.00	\$1,950.00	\$1,950.00	\$2,800.00	\$2,800.00	\$2,620.00	\$2,620.00	\$3,000.00	\$3,000.00	\$5,100.00	\$5,100.00
77	714	END SECT CORR STEEL .064IN ARCH 28IN X 20IN	EA	12	\$750.00	\$9,000.00	\$851.00	\$10,212.00	\$469.00	\$5,628.00	\$400.00	\$4,800.00	\$815.00	\$9,780.00	\$774.00	\$9,288.00	\$865.00	\$10,380.00	\$590.00	\$7,080.00
78	714	PIPE PVC 12IN	LF	7	\$100.00	\$700.00	\$56.30	\$394.10	\$100.00	\$700.00	\$280.00	\$1,960.00	\$90.00	\$630.00	\$416.00	\$2,912.00	\$95.00	\$665.00	\$125.00	\$875.00
79	714	UNDERDRAIN PIPE PVC PERFORATED 4IN	LF	2,734	\$15.00	\$41,010.00	\$12.60	\$34,448.40	\$11.00	\$30,074.00	\$8.00	\$21,872.00	\$8.50	\$23,239.00	\$7.00	\$19,138.00	\$8.50	\$23,239.00	\$15.00	\$41,010.00
80	722	CONDUIT 24IN 90 DEGREE BEND 6IN BEEHIVE INSTALLATION	EA	2	\$500.00	\$1,000.00	\$170.00	\$340.00	\$450.00	\$900.00	\$1,650.00	\$3,300.00	\$700.00	\$1,400.00	\$359.00	\$718.00	\$750.00	\$1,500.00	\$900.00	\$1,800.00
81	722	CONDUIT 24IN TEE 6IN BEEHIVE INSTALLATION	EA	3	\$750.00	\$2,250.00	\$377.00	\$1,131.00	\$450.00	\$1,350.00	\$1,650.00	\$4,950.00	\$700.00	\$2,100.00	\$513.00	\$1,539.00	\$750.00	\$2,250.00	\$900.00	\$2,700.00
82	722	CONDUIT 48IN TEE 6IN BEEHIVE INSTALLATION	EA	3	\$1,000.00	\$3,000.00	\$546.00	\$1,638.00	\$650.00	\$1,950.00	\$1,650.00	\$4,950.00	\$700.00	\$2,100.00	\$1,030.00	\$3,090.00	\$750.00	\$2,250.00	\$1,300.00	\$3,900.00
83	722	CONDUIT 60IN TEE 6IN BEEHIVE INSTALLATION	EA	3	\$1,250.00	\$3,750.00	\$714.00	\$2,142.00	\$850.00	\$2,550.00	\$1,650.00	\$4,950.00	\$700.00	\$2,100.00	\$1,540.00	\$4,620.00	\$750.00	\$2,250.00	\$1,800.00	\$5,400.00
84	722	INLET - TYPE 2	EA	6	\$5,500.00	\$33,000.00	\$4,550.00	\$27,300.00	\$3,400.00	\$20,400.00	\$5,900.00	\$35,400.00	\$2,750.00	\$16,500.00	\$4,150.00	\$24,900.00	\$2,900.00	\$17,400.00	\$6,000.00	\$36,000.00
85	722	INLET SPECIAL - TYPE 2 48IN	EA	1	\$7,500.00	\$7,500.00	\$3,720.00	\$3,720.00	\$4,185.00	\$4,185.00	\$6,300.00	\$6,300.00	\$3,500.00	\$3,500.00	\$4,960.00	\$4,960.00	\$3,745.00	\$3,745.00	\$10,000.00	\$10,000.00
86	722	INLET SPECIAL CATCH BASIN 6IN BEEHIVE 48IN	EA	3	\$7,500.00	\$22,500.00	\$3,850.00	\$11,550.00	\$3,712.00	\$11,136.00	\$5,600.00	\$16,800.00	\$3,500.00	\$10,500.00	\$4,500.00	\$13,500.00	\$3,745.00	\$11,235.00	\$10,000.00	\$30,000.00
87	722	INLET SPECIAL CATCH BASIN 6IN BEEHIVE 60IN	EA	3	\$10,000.00	\$30,000.00	\$5,130.00	\$15,390.00	\$5,731.00	\$17,193.00	\$5,550.00	\$16,650.00	\$5,550.00	\$16,650.00	\$6,860.00	\$20,580.00	\$5,925.00	\$17,775.00	\$17,000.00	\$51,000.00
88	722	INLET SPECIAL CATCH BASIN 6IN BEEHIVE 72IN	EA	2	\$12,500.00	\$25,000.00	\$7,700.00	\$15,400.00	\$7,180.00	\$14,360.00	\$8,200.00	\$16,400.00	\$6,300.00	\$12,600.00	\$8,250.00	\$16,500.00	\$6,700.00	\$13,400.00	\$18,500.00	\$37,000.00
89	748	CURB & GUTTER - TYPE I	LF	60	\$4.00	\$240.00	\$41.70	\$2,502.00	\$40.00	\$2,400.00	\$40.00	\$2,400.00	\$43.00	\$1,740.00	\$40.00	\$1,600.00	\$165.00	\$660.00	\$38.00	\$2,880.00
90	748	CURB & GUTTER - TYPE I 30IN	LF	3,039	\$50.00	\$151,950.00	\$32.30	\$98,159.70	\$31.00	\$94,209.00	\$31.00	\$94,209.00	\$33.00	\$100,287.00	\$34.30	\$104,237.70	\$33.00	\$100,287.00	\$38.00	\$115,482.00
91	750	SIDEWALK CONCRETE 5IN REINF	SY	1,670	\$80.00	\$133,600.00	\$95.90	\$160,153.00	\$92.00	\$153,640.00	\$92.00	\$153,640.00	\$108.00	\$180,360.00	\$100.70	\$168,169.00	\$100.70	\$168,169.00	\$74.00	\$123,580.00
92	750	DETECTABLE WARNING PANELS	SF	204	\$60.00	\$12,240.00	\$73.00	\$14,892.00	\$70.00	\$14,280.00	\$70.00	\$14,280.00	\$75.00	\$15,300.00	\$70.00	\$14,280.00	\$60.00	\$12,240.00	\$57.00	\$11,628.00
93	752	TEMPORARY SAFETY FENCE	LF	530	\$3.00	\$1,590.00	\$3.65	\$1,934.50	\$4.50	\$2,385.00	\$1.00	\$530.00	\$2.00	\$1,060.00	\$1.00	\$530.00	\$4.25	\$2,252.50	\$1.00	\$530.00
94	762	SHORT TERM 4IN LINE - TYPE NR	LF	7,532	\$0.20	\$1,506.40	\$0.25	\$1,883.00	\$0.25	\$1,883.00	\$0.44	\$3,314.08	\$0.30	\$2,259.60	\$0.44	\$3,314.08	\$0.26	\$1,958.32	\$0.25	\$1,883.00
95	762	PVMT MK PAINTED 4IN LINE	LF	10,692	\$0.15	\$1,603.80	\$0.50	\$5,346.00	\$0.47	\$5,025.24	\$0.38	\$4,062.96	\$0.50	\$5,346.00	\$0.38	\$4,062.96	\$0.49	\$5,239.08	\$0.47	\$5,025.24
96	762	PVMT MK PAINTED 6IN LINE	LF	620	\$0.20	\$124.00	\$3.45	\$2,139.00	\$3.30	\$2,046.00	\$3.31	\$2,052.20	\$3.55	\$2,201.00	\$3.30	\$2,046.00	\$3.50	\$2,175.00	\$3.30	\$2,046.00
97	764	W-BEAM GUARDRAIL	LF	208	\$50.00	\$10,400.00	\$57.40	\$11,939.20	\$55.00	\$11,440.00	\$55.00	\$11,440.00	\$60.00	\$12,480.00	\$55.00	\$11,440.00	\$58.00	\$12,064.00	\$55.00	\$11,440.00
98	764	W-BEAM GUARDRAIL END TERMINAL	EA	4	\$3,000.00	\$12,000.00	\$3,230.00	\$12,920.00	\$3,100.00	\$12,400.00	\$3,100.00	\$12,400.00	\$3,300.00	\$13,200.00	\$3,100.00	\$12,400.00	\$3,250.00	\$13,000.00	\$3,100.00	\$12,400.00
99	920	DUST PALLIATIVE MATERIAL	GAL	38,639	\$2.00	\$77,278.00	\$2.10	\$81,141.90	\$1.85	\$71,482.15	\$2.40	\$92,733.60	\$1.65	\$63,754.35	\$2.80	\$108,189.20	\$2.25	\$86,937.75	\$1.77	\$68,391.03
100	930	ABUTMENT UNDERDRAIN SYSTEM	EA	2	\$12,500.00	\$25,000.00	\$11,500.00	\$23,000.00	\$14,425.00	\$28,850.00	\$11,000.00	\$22,000.00	\$11,650.00	\$23,300.00	\$11,000.00	\$22,000.00	\$11,700.00	\$23,400.00	\$11,000.00	\$22,000.00
101	990	TEMPORARY ACCESS	L SUM	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$7,000.00	\$7,000.00	\$13,100.00	\$13,100.00	\$20,000.00	\$20,000.00	\$1,500.00	\$1,500.00
					TOTAL =	\$7,884,853.20	TOTAL =	\$7,104,530.65	TOTAL =	\$7,158,346.41	TOTAL =	\$7,236,269.95	TOTAL =	\$7,339,629.10	TOTAL =	\$7,786,828.37	TOTAL =	\$8,079,423.40	TOTAL =	\$8,718,074.83

OPTION 1					ENGINEER'S ESTIMATE		Border States Paving		Gladen Construction Inc		Knife River Materials		KPH, Inc		Park Construction Company		Northern Improvement Company		Central Specialties, Inc.	
ITEM	SPEC	DESCRIPTION	UNIT																	

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Jonathan Garaas, Demores Office Park, 1314 23rd Street South, Fargo, North Dakota 58103 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Stanley, County of Cass, State of North Dakota, described as: 25-138-49 TR IN NW1/4 A 1.37 BG AT NW COR OF SEC, THENCE ON AN ASSUMED BEARING OF N 90DG00'00" E ALG N LN OF SEC 137';S00DG20' 21" W PAR WITH W LN OF SEC 476' MORE OR LESS TO THE CNTRLN OF WILD RICE RIV; THENCE MEANDERING WLY ALG CNTRLN OF RIV 140' MORE OR LESS TO A PT ON W LN OF SEC THENCE N 00DG20'21" E ALG W LN OF SEC 476' MORE OR LESS TO PT OF BG LESS R/W FOR 1999 CONT .13 ACRES Parcel No. 64-0000-02371-000 (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.


14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: P.O. Box 2806, 211 9th Street South, Fargo ND 58108-2806

Lessee: 1314 23rd Street South, Fargo ND 58103

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee

Cass County

By: Chair
Board of County Commissioners

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

21. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Jonathan Garaas, Demores Office Park, 1314 23rd Street South, Fargo, North Dakota 58103 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Stanley, County of Cass, State of North Dakota, described as: 25-138-49 8.11 ACRES ALL THAT PT OF NW 1/4 OF NW 1/4 LYING N & W OF WILD RICE RIVER LESS THE FOLL: BEG AT NW COR OF SEC, THEN ON AN ASSUMED BEARING OF N 90DEG00'00" E ALG N LN OF SEC 137', S 00DG20'21" W PAR W/LN OF SEC 476' MORE OR LESS TO THE CNTRLN OF WILD RICE RIV, THEN MEANDERING WLY ALG CNTRLN OF RIVER 140' MORE OR LESS TO A PNT ON W LN OF SEC, THEN N 00DG20'21" E ALG W LN OF SEC 476' MORE OR LESS TO PNT OF BG LESS R/W CONT .13 AC & LESS R/W CONT .39 AC MORE OR LESS FOR 1999. (CONTINUED) **12-16-99 SPLIT FROM 64-0000-02370-000 Parcel No. 64-0000-02370-010 (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.

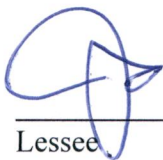
14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: P.O. Box 2806, 211 9th Street South, Fargo ND 58108-2806

Lessee: 1314 23rd Street South, Fargo ND 58103

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee

Cass County

By: Chair
Board of County Commissioners

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

21. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Jonathan Garaas, Demores Office Park, 1314 23rd Street South, Fargo, North Dakota 58103 (hereinafter "Lessee").

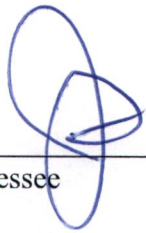
THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Stanley, County of Cass, State of North Dakota, described as: 19-138-48 DESC TRACT A TRACT OF LD DESC AS: COMM AT A PT WHICH IS 167.4' E OF THE NW COR OF THE NW 1/4 IN SD SEC 19 & SD PT WHICH IS MADE BY THE INTERSECTION OF THE E R/W LINE OF US HWY 81 & THE N SEC LINE OF SD SEC 19 IS THE TRUE PT OF BEG OF TRACT 1 HEREINAFTER DESC, THENCE E & ALG SD N SEC LN FOR A DIST OF 260', THENCE S & 90 DEG WITH SD N SEC LN FOR A DIST OF PLUS OR MINUS 550' TO A PT WHICH IS ON THE CENTER LINE OF THE WILD RICE RIVER, THENCE MEANDERING SWLY ALG SD CENTER LINE TO A PT WHICH IS 595.8' S OF SD N SEC LINE, THENCE S 87 DEG 35 MIN 30 SEC W FOR A DIST OF PLUS OR MINUS 120' TO A PT WHICH IS ON THE E R/W LINE OF US HWY 81, THENCE NLY & ALG SD E R/W LINE & IN A CURVED LINE TO THE LEFT & WITH A RADIUS OF 8285.16' FOR A DIST OF 380', THENCE CONT ALG SD E R/W LINE WITH A BEARING OF N 4 DEG 24 MIN W FOR A DIST OF 215.8' TO THE PT OF BEG. SD ABOVE DESC TRACT 1 CONT 3.36 ACRES & REFERRED TO AS TRACT 1 WHICH IS SITUATED, LYING & BEING IN THE W 1/2 OF NW 1/4 OF SEC 19-138-48 ACCORD TO THE CERTIFIED PLAT THEROF AS FILED IN THE CASS COUNTY AUDITOR OFFICE Parcel No. 64-0000-00200-000 (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2025 and expire at midnight on December 31, 2025.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.

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 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.

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 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.
- County: P.O. Box 2806, 211 9th Street South, Fargo ND 58108-2806
- Lessee: 1314 23rd Street South, Fargo ND 58103
15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
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20. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee

Cass County

By: Chair
Board of County Commissioners

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

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 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
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LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Jonathan Garaas, Demores Office Park, 1314 23rd Street South, Fargo, North Dakota 58103 (hereinafter "Lessee").

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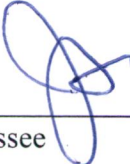
- Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Stanley, County of Cass, State of North Dakota, described as: 19-138-48 DESC TRACT COMM AT A PT THAT IS 427.4' E OF THE NW COR OF THE NW 1/4 IN SD SEC 19 & SD PT IS THE TRUE PT OF BEG OF TRACT 2 HEREINAFTER DESC, THENCE S & AT 90 DEG WITH THE N SEC LINE OF SD SEC 19 FOR A DIST OF PLUS OR MINUS 550' TO A PT WHICH IS ON THE CENTER LINE OF THE WILD RICE RIVER, THENCE MEAND ERING NELY ALG SD CENTER LINE OF THE WILD RICE RIVER FOR A DIST OF PLUS OR MINUS 342', THENCE N & AT 90 DEG WITH SD N SEC LINE FOR A DIST OF PLUS OR MINUS 500' TO SD N SEC LINE, THENCE W & ALG SD N SEC LINE FOR A DIST OF 300' TO PT OF BEG. SD ABOVE DESC TRACT 2 CONT 3.62 ACRES, & REFERRED TO AS ""TRACT 2"" WHICH IS SITUATE, LYING & BEING IN THE W 1/2 OF NW 1/4 OF SEC 19-138-48 ACCORDING TO THE CERTIFIED PLAT THEREOF AS FILED IN THE CASS COUNTY AUDITOR'S OFFICE.
Parcel No. 64-0000-00190-000 (hereinafter "property").
- Term: The term of this lease shall commence on January 1, 2025 and expire at midnight on December 31, 2025.
- Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
- Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
- Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.

6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.

3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
4. Exercise such rights or remedies that may be provided by law.
14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: P.O. Box 2806, 211 9th Street South, Fargo ND 58108-2806
Lessee: 1314 23rd Street South, Fargo ND 58103
15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee

Cass County

By: Chair
Board of County Commissioners

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

21. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Daniel M & Janet M Waclawik, 7411 University Dr. S, Fargo ND 58104-7328 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the City of Fargo, County of Cass, State of North Dakota, described as: CHRISAN 1ST LOT 7 BLK 2 (7503 S University Dr, Fargo) (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.

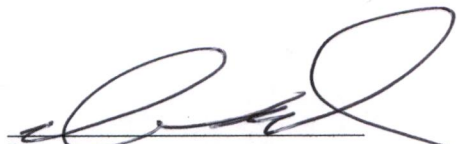
9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

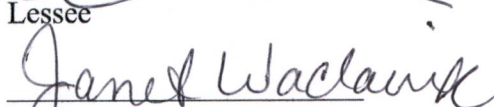
County: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 7411 University Dr. S, Fargo ND 58104-7328

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee


Lessee

Cass County

By: Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Daniel M & Janet M Waclawik, 7411 University Dr. S, Fargo ND 58104-7328 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the City of Fargo, County of Cass, State of North Dakota, described as: CHRISAN 1ST LOT 5 BLK 2 (7407 S University Dr, Fargo) (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.

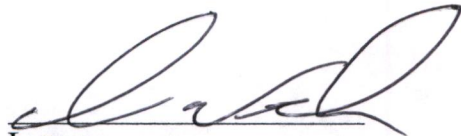
9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806

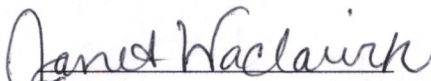
Lessee: 7411 University Dr. S, Fargo ND 58104-7328

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee



Lessee

Cass County

By: _____
Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Fercho Family Farms, LLLP, 4309 Beach Lane South, Fargo, North Dakota 58104-6099 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Noble, County of Cass, State of North Dakota, described as: 23-143-49 Described Tract S 496.92' of Auditor's Lot 1 of NW 1/4 of NW 1/4, also known as Tract B. Said tract contains 9.79 Acres more or less. (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.

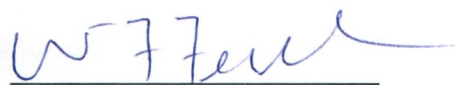
8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: P.O. Box 2806, 211 9th Street South, Fargo ND 58108-2806

Lessee: 4309 Beach Lane South, Fargo ND 58104-6099

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee
William F. Fevche
Managing Partner
Fevche Family Farms, LLP

Cass County

By: Chair
Cass County Board of Commissioners

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

21. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Fercho Family Farms, LLLP, 4309 Beach Lane South, Fargo, North Dakota 58104-6099 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Noble, County of Cass, State of North Dakota, described as: 25-143-49 Part of Government Lots 1 & 2 Commencing at the NW Corner of Section 25 then N 90Deg00'00" E Along N line of Section 25 for 2232.00' then S 04Deg08'25" E for 249.03' then S 04Degrees 02'07" W for 107.68' then S 41Deg 38'49" W for 62.91' to the point of Beginning. Then S 18Deg07'22" E for 45.24' then S 00Deg00'00" E for 184.29' then N 90Deg00'00" W for 180' then N 00Deg00'00" W for 245.4' then N 90Deg00'00" East for 160' then S 18Deg07'22" E for 19.05' to Point of Beginning. Said tract contains 1.0 acre more or less (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.


14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: P.O. Box 2806, 211 9th Street South, Fargo, ND 58108-2806

Lessee: 4309 Beach Lane South, Fargo ND 58104-6099

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee
William F. Fevche
Managing Partner
Fevche Family Farms, LLC

Cass County

By: Chair
Cass County Board of Commissioners

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

21. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Brian and Leah Bjorkman, 2525 Northwood Drive, Fargo ND 58102-6101 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Reed, County of Cass, State of North Dakota, described as: Lot 5 Northwood 2nd Addition parcel number 60-1600-03710-000 (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.

9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 2525 Northwood Drive, Fargo ND 58102-6101

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee



Lessee

Cass County

By: Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Brian and Leah Bjorkman, 2525 Northwood Drive, Fargo ND 58102-6101 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Reed, County of Cass, State of North Dakota, described as: Lot 3 Northwood 2nd Addition parcel number 60-1700-0030-000 (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.


9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806

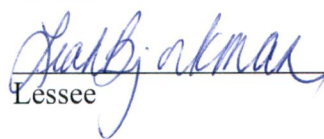
Lessee: 2525 Northwood Drive, Fargo ND 58102-6101

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee



Lessee

Cass County

By: Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Melvin Bolton, 2209 124th Avenue South, Horace ND 58047 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Pleasant, County of Cass, State of North Dakota, described as: Lot 2 Block 2 of River Shore Subdivision also known as 4922 Klitzke Drive (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
3. Rent: Rent shall be \$10 dollars per year or part thereof, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; or disposal of any kind of materials, whether hazardous or not.

The keeping of horses within portable fencing for grazing purposes is allowed. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.

5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.

8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default – County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: P.O. Box 2806, 211 9th Street So., Fargo, ND 58108.

Lessee: 2209 124th Avenue South, Horace ND 58047-9543

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Melvin Bolton

Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

21. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Melvin Bolton, 2209 124th Avenue South, Horace ND 58047 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Pleasant, County of Cass, State of North Dakota, described as: Lot 3 Block 2 of River Shore Subdivision also known as 4926 Klitzke Drive (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
3. Rent: Rent shall be \$10 dollars per year or part thereof, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; or disposal of any kind of materials, whether hazardous or not.

The keeping of horses within portable fencing for grazing purposes is allowed. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.

8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default – County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: P.O. Box 2806, 211 9th Street So., Fargo, ND 58108.

Lessee: 2209 124th Avenue South, Horace ND 58047-9543

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Melvin Bolton

Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

21. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.