

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 February 1, 2024:

- Allpaid, Inc.—Agreement amendment for payment processing services
- Williams Excavation—Contract documents for grading, cement stabilization, aggregate surfacing, and incidentals on Cass Highway 34
- Muscha Pavement Marking, Inc.—Contract documents for pavement marking on various county highways
- Astech Corporation—Contract documents for crack, clean, and seal on various county highway
- Card Care Systems, Inc—Contract for the ATM at the Jail
- Flood lot lease renewals for 2024



Finance Office

Telephone: 701-241-5600

Fax: 701-241-5728

SMB-FIN@casscountynd.gov

MEMO

TO: Cass County Commission

FROM: Alicia Hildebrand, Treasury Manager

DATE: February 5, 2024

SUBJECT: Allpaid Agreement Modification

Cass County signed a contract with Government Payment Services, Inc., n/k/a Allpaid, back in June of 2019 and this is a modification to the original contract. Allpaid is our third-party credit card processor used by many departments in Cass County for miscellaneous receipts.

This modification covers the use of chip readers which were installed in both the Finance and Recorder's offices in order to maintain PCI Compliance. There is no cost associated with these devices.

Suggested Motion:

Move to authorize the Finance Director to sign the Agreement Modification with Allpaid via Docusign.



CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

DEPARTMENT: Finance Office DATE OF REQUEST: January 29, 2024

COMPANY REQUESTING CONTRACT: Allpaid

BRIEF PROJECT DESCRIPTION: Agreement modification for credit card processor

NEW CONTRACT OR CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: _____ DATE _____

STATE'S ATTORNEY COMMENTS:



Agreement Modification

The following Modification ("Modification") applies to the agreement you entered into with AllPaid, Inc. f/k/a Government Payment Service, Inc. ("AllPaid") for payment processing services and any amendment(s) or other modification(s) thereto (collectively, the "Agreement").

1. AllPaid has provided you with a payment solution enabling you to accept on-site payment data transmission by means of a chip, magnetic stripe, and remote frequency ID (collectively, the "Payment Device") and at least one keypad-equipped Payment Device reader and peripheral equipment (cables, etc.) (collectively, the "Device Reader").
2. AllPaid waives all charges it may otherwise apply for your use of the Device Reader conditioned upon the following:
 - a. The Device Reader is and shall remain the property of AllPaid. Upon request, AllPaid may require you to return card readers at AllPaid's expense and by such method as AllPaid specifies.
 - b. You understand that the Device Reader is embedded with proprietary technology ("Firmware"). Subject to the terms set forth herein, AllPaid grants you a license to use the Device Reader and Firmware for the duration of the Agreement. Your acceptance and use of the Device Reader and Firmware shall be limited to the purposes of enabling you to accept on-site payment data transmission by means of a chip, magnetic stripe, and remote frequency ID and does not convey to you any title, patent, copyright, or other proprietary right in or to the Firmware. At all times, AllPaid or its suppliers retain all rights to the Firmware, including but not limited to any updates, enhancements, additions, and modifications. You shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on the Firmware. You will use reasonable care to protect card readers from loss, theft, damage, or any legal or financial encumbrance.
 - c. AllPaid shall provide the Device Reader setup and usage instructions at a location(s) you designate, such location(s) being subject to AllPaid's approval. Except as provided herein, AllPaid is solely responsible for the maintenance of a Device Reader and shall supply any replacement Device Reader as AllPaid deems appropriate. You will allow AllPaid and its designated representatives reasonable access to your premises for training purposes and Device Reader installation, repair, removal, upgrade, and relocation on AllPaid's request.
 - d. The Device Reader enables communication of payment data to AllPaid and its agents via the Internet. Your computers and networks solely enable the Internet access required for Device Reader operation.
 - e. You are responsible to use safeguards and practices to keep your computers and networks secure and free from malicious software or hardware. AllPaid shall not be held liable to you for exposure of your computers or networks to malicious software or hardware of any kind.
 - f. You must take reasonable measures to protect the Device Reader from attempts to tamper with it or damage it and regularly inspect the Device Reader for visible evidence of tampering or damage. If any evidence of tampering you will discontinue using the Device reader and contact Allpaid for a further instructions and/or replacement. The AllPaid system will prompt

Modification Prepared for: CASS COUNTY AUDITOR

allpaid

Agreement Modification

you at 90-day intervals to certify you have made such visual inspection(s) as a condition of Device Reader use.

AllPaid reserves the right to implement charges for your use of the Device Reader at any time upon advance notice.

3. All other terms of the Agreement remain in full force and effect.

AGREED AND ACKNOWLEDGED:

CASS COUNTY AUDITOR

By: _____

Printed Name: _____

Title: _____

Date: _____



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: January 25, 2024

SUBJECT: Consent Agenda Item for February 5th, 2024 Commission Meeting: CH2203 – Grading, Cement Stabilization, Aggregate Surfacing, and Incidentals.

Attached are the contract documents with Williams Excavation for Grading, Cement Stabilization, Aggregate Surfacing, and Incidentals on Cass County Road 34 from Interstate 29 to the Elm River Tributary in Cass County.

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH WILLIAMS EXCAVATION FOR THE GRADING, CEMENT STABILIZATION, AGGREGATE SURFACING, AND INCIDENTALS ON THE CASS COUNTY HIGHWAY STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

J:\Admin-Eng\Commission Corrsp\2024 Commission Correspondence\CH2203 C34 Regrade\Agenda Memo CH2203 Williams Excavation.docx.docx

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

Williams Excavation, 14779 255th St, Elbow Lake, MN 56531

DATE OF REQUEST: January 25, 2024

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: February 5th, 2024

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

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

Request for bids for Grading, Cement Stabilization, Aggregate Surfacing, and Incidentals on Cass County Road 34 from Interstate 29 to the Elm River Tributary in Cass County was received.

<u>Engineer's Estimate</u>	<u>CH2203</u>	<u>Total</u>
	\$4,133,893.00	\$4,133,893.00

The bids were received as follows:

<u>Contractor</u>	<u>CH2203</u>	<u>Total</u>
Williams Excavation	\$3,152,519.78	\$3,152,519.78
R.J. Zavoral and Sons, Inc.	\$3,442,655.95	\$3,442,655.95
Border States Paving, Inc.	\$3,535,707.56	\$3,535,707.56
Knife River Materials	\$3,891,803.50	\$3,891,803.50
Central Specialties, Inc.	\$4,058,899.28	\$4,058,899.28
Gladen Construction, Inc.	\$4,112,132.10	\$4,112,132.10
Jensen Brothers Construction	\$4,447,445.10	\$4,447,445.10

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH WILLIAMS EXCAVATION FOR THE GRADING, CEMENT STABILIZATION, AGGREGATE SURFACING, AND 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 Williams Excavation, 14779 255th St, Elbow Lake, MN 56531 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 CH2203**. 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, 2023 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 **Three Million, One Hundred Fifty Two Thousand, Five Hundred Nineteen Dollars and Seventy Eight Cents (\$3,152,519.78)** 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. CH2203

KNOW ALL PERSONS BY THESE PRESENTS, that we Williams Excavation, 14779 255th St, Elbow Lake, MN 56531

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 **Three Million, One Hundred Fifty Two Thousand, Five Hundred Nineteen Dollars and Seventy Eight Cents (\$3,152,519.78)** 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, Aggregate Surfacing, and Incidentals

CH2203, 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.

PRINCIPAL

(SEAL OF 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 _____ day of _____ 2024.

Cass County States Attorney

Approved by owner this _____ day of _____ 2024.

By _____
Chairperson, Cass County Board of Commissioners



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: January 25, 2024

SUBJECT: Consent Agenda Item for February 5th, 2024 Commission Meeting: CH2405 – Pavement Marking Installation

Attached are the contract documents with Muscha Pavement Marking, Inc. for Pavement Marking Installation on various Cass County Highways.

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH MUSCHA PAVEMENT MARKING, INC FOR THE PAVEMENT MARKING INSTALLATION ON THE CASS COUNTY HIGHWAY STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

J:\Admin-Eng\Commission Corrsp\2024 Commission Correspondence\CH2405 PAVEMENT MARKING\Consent Agenda Memo Muscha Pavement Marking Inc Pavement Marking CH2405.doc.docx

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

Muscha Pavement Marking, Inc., 16545 70th St SE, Colfax, ND 58018

DATE OF REQUEST: January 25th, 2024

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: February 5th, 2024

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

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

Request for bids for Pavement Marking Installation located on various Cass County Highways was received.

<u>Engineer's Estimate</u>	<u>CH2405</u>	<u>Total</u>
	\$348,384.33	\$348,384.33

The bids were received as follows:

<u>Contractor</u>	<u>CH2405</u>	<u>Total</u>
Muscha Pavement Marking, Inc	\$324,269.10	\$324,269.10
NorthStar Safety, Inc.	\$378,368.06	\$378,368.06

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH MUSCHA PAVEMENT MARKING, INC FOR THE PAVEMENT MARKING INSTALLATION ON THE CASS COUNTY HIGHWAYS 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 **Muscha Pavement Marking, Inc., 16545 70th St SE, Colfax, ND 58018** 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 **Projects CH2405**. 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, 2023 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 **Three Hundred Twenty Four Thousand, Two Hundred Sixty Nine Dollars and Ten Cents (\$324,269.10)** 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. CH2405

KNOW ALL PERSONS BY THESE PRESENTS, that we Muscha Pavement Marking, Inc., 16545 70th St SE, Colfax,

ND 58018 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 **Three Hundred Twenty Four Thousand, Two Hundred Sixty Nine Dollars and Ten Cents (\$324,269.10)** 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: **Pavement Marking Installation**

CH2405, 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 _____ day of _____ 2024.

Cass County States Attorney

Approved by owner this _____ day of _____ 2024.

By _____
Chairperson, Cass County Board of Commissioners



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: January 25, 2024

SUBJECT: Consent Agenda Item for February 5th, 2024 Commission Meeting: CH2406 – Crack, Clean & Seal

Attached are the contract documents with ASTECH Corporation for Crack, Clean & Seal on various Cass County Highways

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH ASTECH CORPORATION FOR THE CRACK, CLEAN & SEAL ON THE CASS COUNTY HIGHWAY STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

J:\Admin-Eng\Commission Corrsp\2024 Commission Correspondence\CH2406 CRACKSEAL\Consent Agenda Memo Astech Corporation CH2406.doc.docx

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

ASTECH Corporation, PO Box 1025, St. Cloud, MN 56302

DATE OF REQUEST: January 25th, 2024

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: February 5th, 2024

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

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

Request for bids for Crack, Clean & Seal located on various Cass County Highways was received.

<u>Engineer's Estimate</u>	<u>CH2406</u>	<u>Total</u>
	\$223,637.10	\$223,637.10

The bids were received as follows:

<u>Contractor</u>	<u>CH2406</u>	<u>Total</u>
ASTECH Corporation	\$285,678.36	\$285,678.36
Northwest Asphalt & Maintenance	\$339,062.70	\$339,062.70
Roadway Services, Inc.	\$366,476.28	\$366,476.28

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH ASTECH CORPORATION FOR THE CRACK, CLEAN & SEAL ON THE CASS COUNTY HIGHWAYS 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, **ASTECH Corporation, PO Box 1025, St. Cloud, MN 56302** 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 **Projects CH2406**. 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, 2023 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 **Two Hundred Eighty Five Thousand, Six Hundred Seventy Eight dollars and Thirty Six Cents (\$285,678.36)** 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. CH2406

KNOW ALL PERSONS BY THESE PRESENTS, that we ASTECH Corporation, PO Box 1025, St. Cloud, MN 56302

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 **Two Hundred Eighty Five Thousand, Six Hundred Seventy Eight dollars and Thirty Six Cents (\$285,678.36)** 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: Crack, Clean & Seal

CH2406, 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 _____ day of _____ 2024.

Cass County States Attorney

Approved by owner this _____ day of _____ 2024.

By _____
Chairperson, Cass County Board of Commissioners



Finance Office

Telephone: 701-241-5600

Fax: 701-241-5728

SMB-FIN@casscountynd.gov

February 1, 2024

Board of County Commissioners
Cass County Government
211 9th Street South
Fargo ND 58103

Re: Jail ATM

Dear Commissioners:

Cass County currently contracts with Card Care Systems, Inc. to provide 2 ATMs in county facilities. One ATM is located in the county jail and the second is located in the courthouse.

Monthly revenue earned by each ATM is based on a per transaction rate that starts to accumulate after 50 transactions have been achieved. The courthouse averages 35 transactions per month and the jail averages 230 transactions per month. The current ATM surcharge is \$3.95 per transaction and the commission forwarded to the county is \$1.75 per transaction.

Bank compliance and regulations require an agreement to be in place. As such, Cass County signed a one-year agreement back in September for the ATM located in the courthouse. The commission is now being presented with the agreement for the ATM located in the jail. This is a one-year, 1-page agreement being presented to review, sign, and return to Card Care systems, Inc.

Sincerely,

Brandy Madrigga
Cass County Finance Director

SUGGESTED MOTION:

Move to authorize the Chair to sign a one-year ATM Placement Agreement with Card Care Systems, Inc. for the County Jail ATM.



CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

DEPARTMENT: Finance Office DATE OF REQUEST: 02-01-2024

COMPANY REQUESTING CONTRACT: Card Care Systems, Inc

BRIEF PROJECT DESCRIPTION: ATM Placement Agreement at the Jail

 NEW CONTRACT OR x CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: _____ DATE _____

STATE'S ATTORNEY COMMENTS:

Card Care Systems, Inc

ATM Placement Agreement(Full Service)

This ATM Placement Agreement (“Agreement”) is made on _____ (“Effective Date”) between **Card Care Systems, Inc and its assigns (“CCS”)**, and CASS COUNTY JAIL(“Proprietor”). Whereas CCS and Proprietor have agreed that CCS will place one automated teller machine (“ATM”) in the place of business of Proprietor at the address 450 34TH ST S. FARGO, ND 58103(“Location”) to be filled by JDP(“Operator”).

Both parties agree to the following additional terms:

1. **Basic Agreement:** CCS is granted the right to place and operate an ATM **at no cost to Proprietor**.
2. **Term:** This agreement shall be in effect for a term of **1 year** from the Effective Date (“Initial Term”). Upon the expiration of the Initial Term, this agreement will automatically renew for subsequent additional terms of **1 year** (each a “Renewal Term;” the Initial Term and Renewal Terms, together, the “Term”), each on the same terms and conditions as provided herein, unless either party provides the other with written notice that it will not renew the agreement at least thirty days prior to end of the Initial Term or then-current Renewal Term.
3. **Exclusivity:** During the term of this agreement no other ATM may be operated at the Location.
4. **Electrical:** Proprietor must provide a standard electrical outlet. CCS is not responsible for electrical costs from ATM operation. Proprietor must not allow any person to disconnect or interfere with the ATM’s operation/connectivity at any time unless authorized by a CCS representative.
5. **Installation:** CCS will install the ATM at its sole expense. For security purposes the ATM must be secured.
6. **Maintenance:** CCS shall provide all labor involved with service and maintenance of the ATM.
7. **Network Connections:** Operator will provide wireless ATM connectivity hardware if no internet/phone line is available.
8. **Cash Loading:** The Operator will supply the ATM with regularly scheduled cash replenishment.
9. **ATM Disputes:** In the event that any ATM transaction is disputed by a cardholder, Operator will resolve the dispute.
10. **ATM Ownership:** The ATM shall remain the property of CCS and the cash within the ATM’s vault shall remain the property of the Operator.
11. **Location Acquisition:** CCS requests the opportunity to assign this agreement to any future company that may acquire Proprietor.
12. **Right of Termination:** If after the initial term ATM usage is low so as to not justify the continued investment of CCS’s ATM in the Location, CCS may unilaterally terminate the Agreement and remove the ATM.
13. **Accessibility:** CCS and its contractors have the right to enter premises for matters relating to the ATM.
14. **Liability:** Operator is liable for the ATM and vaulted cash in the event of theft or damages of the ATM. CCS bears no liability to damages to the Location in the event of theft or attempted theft.
15. **Compliance:** CCS guarantees that the ATM provided will be PCI, EMV and ADA compliant.
16. **Counterparts:** This agreement may be signed in one or more counterparts, including: scan, fax, or e-sign.
17. **Payment to Proprietor:** Surcharge income is paid monthly (after every 5th business day) via ACH transfer.

Acknowledged and agreed to by:

CCS, INC.

Brian A. Jones (President)



(Signature / Printed Full Name)

Contact

X _____

(Contact Name and Phone number)

X _____

(Signature / Printed Full Name)

Questions? Call us at **1-888-235-7590**

Print & Sign: A signed copy can be returned via **fax** to **701-235-3090** or via **email** to cardcare@cardcaresystems.net

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Patrick Scherling of 2801 13th Ave S Fargo, ND 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: Part Lots 6 and 7 Block 5 Chrisan Subdivision (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2024, and expire at midnight on December 31, 2024.
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 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.

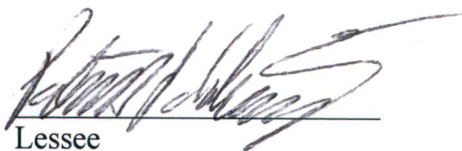
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

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

Lessee: 2801 13th Ave S Fargo, ND 58103

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, 2024, 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
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 Greg and Eva Lynnes of 2705 Northwood Dr Fargo, ND 58102 (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 (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2024, and expire at midnight on December 31, 2024.
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 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.

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: 2705 Northwood Dr Fargo, ND 58102

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.

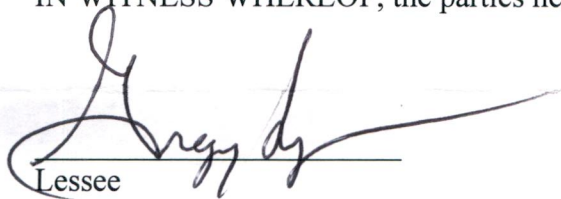
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement 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, 2024, 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
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

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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;

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 - (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 Greg and Eva Lynnes of 2705 Northwood Drive Fargo, ND 58102 (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: 2-140-49 Desc Tract (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2024, and expire at midnight on December 31, 2024.
2. 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.
3. 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.
4. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
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.
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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: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 2705 Northwood Drive Fargo, ND 58102

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.

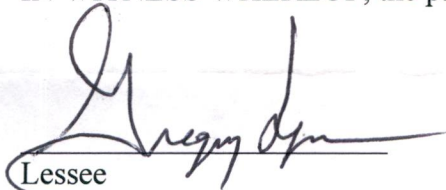
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18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.

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, 2024, 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
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;
 - (1) a restroom; or
 - (2) 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.