

Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approve Order of Agenda
- E. Approval of Minutes -- February 20, 2024
- F. Building Permits

Consent Agenda - Approve the Following:

- a. Bills
- b. Project No. 1349 – Sanitary Sewer System Rehabilitation (SA 11, 30, 31, and 36)
 - Approve Plans and Specifications, and Direct Advertisement for Bids
- c. Improvement District No. 6059- 2024 Sidewalk Improvements
 - Approve Plans and Specifications, and Direct Advertisement for Bids
- d. Games of Chance for The American Legion Department of North Dakota. Games to be conducted: Raffle on June 17, 2024 at The American Legion Department of North Dakota at 405 West Main Ave Suite 4A

Regular Agenda

- 1. Public Comment

Members of the public will be allowed 2 minutes and 30 seconds to address the City Commission. Commissioners will not take any official action during this comment period. Please sign up no later than 12 p.m. the day of the City Commission Meeting you wish you attend. [City Commission Meeting Public Comment | West Fargo, ND \(westfargond.gov\)](https://www.westfargond.gov/city-commission-meeting-public-comment)
- 2. Overview of Sanford Ambulance Services in West Fargo -- Tim Meyer, Senior Director of Emergency Services of Sanford Health
- 3. Fargo Moorhead EDC 2023 Recap and Key Programs Update (Informational only) -- Casey Sanders-Berlglund, Economic Development Manager
- 4. A23-26 Wehri Residence Subdivision -- Aaron Nelson, Planning Director
 - Approval of Final Plat and Conditional Use Permit for non-farm residential use
- 5. Residential Recycling Contract with Waste Management -- Matt Andvik, Public Works Director
- 6. Purchase of a Budgeted 2024 Rear Load Sanitation Truck -- Matt Andvik, Public Works Director
- 7. Request for budget amendment to cover Cybersecurity insurance
 - Amend I.T. Department budget to purchase Cyber insurance
- 8. Project No. 2282- Concrete Pavement Repair -- Dan Hanson, City Engineer
 - Accept Bids and Award Contract

9. Improvement District No. 1337 Phase 2 – Wilds 21st Addition – Park Improvements
--Dan Hanson, City Engineer
 - Accept Bids and Award Contract
10. Revisit of Campground Ordinance within an Agricultural District -- Aaron Nelson, Planning Director
11. Cable Franchise Agreement -- John Shockley, City Attorney
12. City Administrator's Report -- Dustin Scott, City Administrator
13. Correspondence
14. Non-Agenda Items
15. Adjourn

Meeting Items

A. Call to Order

The West Fargo City Commission meeting was called to order in the West Fargo Commission Chambers at 5:30 PM on Tuesday, February 20, 2024.

B. Pledge of Allegiance

The Pledge of Allegiance was recited.

C. Roll Call

Commissioner Mandy George – present; Commissioner Mark Simmons – present via Zoom; Commissioner Bernie Dardis – present; Commissioner Brad Olson – present; Commissioner Roben Anderson – present; All Commissioners were present, there was no Commissioner absent from the meeting.

D. Approve Order of Agenda

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

E. Approval of Minutes -- February 5, 2024

Commissioner George moved and Commissioner Anderson seconded to approve the minutes from February 5, 2024. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the motion was declared carried.

F. Building Permits

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

Consent Agenda - Approve the Following:

a. Bills

b. Games of Chance for CCRI. Games to be conducted: Raffle on March 16, 2024 at Veterans Memorial Arena at 1201 7th Ave E, West Fargo, ND

c. Project No. 1348 - Sanitary Sewer Rehabilitation (Core Area Alley's and Rear Yards)

• Approve Plans and Specifications, and Authorize Advertisement for Bids

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

Regular Agenda

1. Public Comment

Members of the public will be allowed 2 minutes and 30 seconds to address the City Commission. Commissioners will not take any official action during this comment period. Please sign up no later than 12 p.m. the day of the City Commission Meeting you wish you attend. City Commission Meeting Public Comment | West Fargo, ND (westfargond.gov)

There was no one present to speak during public comment.

2. Review and Approve NW Tire Renaissance Zone Application -- Casey Sanders-Berglund

The Renaissance Zone applications for Vetter and Wald LLLP dba Northwest Tires was presented as a by Casey Sanders-Berglund. For the project purposes Vetter and Wald LLLP is the property owner and Northwest Tires will lease the future service space following the traditional model of this business throughout the state of North Dakota. The proposed expansion of service aims to demolish the existing building and build a new property valued at approximately \$4,000,000 or three and a half times the value of the current property. The project for Vetter and Wald LLLP is the property owner and this application reflects the property tax incentive. The lease holder NorthWest Tires application will reflect the pass-through benefit of the income tax portion of this program incentive. The project was proposed at 100% for the period of five years. Commissioner Olson moved and Commissioner George seconded to approve the Renaissance Zone applications for Vetter and Wald LLLP dba Northwest Tires as presented. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the motion was declared carried on a 5:0 vote.

3. Purchase of Refurbished Fire Pumper -- Dan Fuller, West Fargo Fire Chief

Commissioner Simmons moved and Commissioner Olson seconded to approve the purchase of the refurbished fire pumper. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the motion was declared carried.

4. Contract Amendment Kraus Anderson for Construction Management Services -- Dan Fuller, West Fargo Fire Chief

Commissioner Simmons moved and Commissioner Olson seconded to approve the contract with Kraus Anderson Construction. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the motion was declared carried.

5. Mutual Aid Agreement Fargo Fire -- Dan Fuller, West Fargo Fire Chief

Commissioner Olson moved and Commissioner Anderson seconded to approve the mutual aid agreement with Fargo Fire. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the motion was declared carried.

6. Mutual Aid Agreement Horace Fire -- Dan Fuller, West Fargo Fire Chief

Commissioner George moved and Commissioner Anderson seconded to approve the mutual aid agreement with Horace Fire. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the motion was declared carried.

7. Improvement District No. 6059 – 2024 Walks (Citywide Sidewalk Improvements)

-- **Dan Hanson, City Engineer**

- **Approve Engineer's Report, Authorize Notice of Order to Construct Sidewalks; and Direct Engineer to prepare Plans and Specifications**

Commissioner Olson moved and Commissioner George seconded to approve Improvement District No. 6059 – 2024 Walks (Citywide Sidewalk Improvements); approve Engineer's Report, Authorize Notice of Order to Construct Sidewalks; and Direct Engineer to prepare Plans and Specifications. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the motion was declared carried.

8. 9th Street E/Veterans Boulevard (Pedestrian Safety Improvements)

-- **Dan Hanson, City Engineer**

- **Create Project No. 2279, Approve both an Engineer's Report and Task Order for "Basic Services"; and Direct Engineer to prepare Plans and Specifications**

Commissioner Olson moved and Commissioner Simmons seconded to approve 9th Street E/Veterans Boulevard (Pedestrian Safety Improvements); create Project No. 2279, approve both an Engineer's Report and Task Order for "Basic Services"; and direct Engineer to prepare Plans and Specifications. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the motion was declared carried.

9. Second Reading of Sanitation Ordinance Revision -- Matt Andvik, Public Works Director

Commissioner Olson moved and Commissioner George seconded to approve the second reading of Sanitation Ordinance Revision. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the motion was declared carried.

10. Second Reading of Ordinance 1243 relating to the Liquor Control Board

-- **John Shockley, City Attorney**

Commissioner Anderson moved and Commissioner George seconded to approve the second reading of Ordinance 1243 relating to the Liquor Control Board. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the motion was declared carried.

11. City Administrator's Report -- Dustin Scott, City Administrator

- Update on Finance Director, Heide Delorm's last day would be Thursday
- Internal search has begun for two internal positions for Senior Directors
- Chicken ordinance update, will go to Planning and Zoning Meeting and then move on to the City Commission in the coming months
- Salary study has been making progress with a final report coming in April
- Update on WEX move, June 1st/3rd
- Casey and Sarah are working on a grant to have mother rooms put in place at the WEX building
- West Fargo Staff Chili Cook Off next Tuesday

12. Correspondence

There was no correspondence.

13. Non-Agenda Items

- Commissioner Simmons requested to bring back the rezoning of campgrounds within an Agricultural District. Commissioner Simmons moved and Commissioner George seconded to bring back the rezoning of campgrounds within an Agricultural District. Commissioners George, Simmons, Dardis and Olson, voted aye. Commissioner Anderson voted nay, the motion was declared carried on a 4:1 vote.
- Matt Andvik, Public Works Director appeared before the Commission to request approval of the expenditure of a brine truck that was in the 2024 budget. Commissioner Simmons moved and Commissioner Olson seconded to approve request of the expenditure of a brine truck that was in the 2024 budget brine truck. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the motion was declared carried.
- Dan Hanson, City Engineer came back forward stating that there was no cost share with Fargo on his previous item.

14. Adjourn

Commissioner Simmons moved and Commissioner Olson seconded to adjourn the meeting. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the meeting was adjourned at 6:32 PM.

Bernie Dardis, Commission President

Dustin T. Scott, City Administrator

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
03/04/2024**

	AS OF 2/29/2024		YEAR TO DATE			
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL				1		\$ 750,000.00
RESIDENTIAL DWELLING				2	2	\$ 707,150.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC						
CHURCH						
ACCESSORY	2		\$ 250,000.00	7		\$ 363,000.00
FOUNDATION ONLY				1		\$ 350,000.00
<u>BUILDING REMODEL</u>						
COMMERCIAL	2		\$ 104,850.00	11		\$ 2,331,900.00
RESIDENTIAL	3		\$ 139,673.00	23		\$ 739,456.00
PUBLIC						
CHURCH						
ACCESSORY						
<u>BUILDING OTHER</u>						
DEMOLITION	1		\$ 1,000.00	1		\$ 1,000.00
MOVE						
PERMIT CANCELLATION						
TOTALS	8	0	\$ 495,523.00	46	2	\$ 5,242,506.00

WEST FARGO CITY COMMISSION MEETING
Building Department Report - Summary

1

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
240109	KARL R & STEPHANIE BAUMGART	5518 LORI LN W	KARL R & STEPHANIE BAUMGARTE	\$ 90,535.00	Remodal - Residential - Finish Lower Level
240115	Groundworks Minnesota, LLC	211 17 AVE E	RICHARD & JEANETTE JENSEN	\$ 8,345.00	Remodel - Residential - Lower Level Gutter
240120	Bartholomay Construction	3515 6 ST E	AMB Investments	\$ 64,850.00	Remodel - Commercial - Office Remodel
240116	Lee Jones & Son	1042 14 AVE E	Robbie Doll	\$ 40,000.00	Remodel - Commercial - Daycare Kitchen
240111	Daniel Hogfoss LLC	631 COTTONWOOD CT	JON & LINDSAY WEISGERBER	\$ 130,000.00	Accessory - Swimming Pool
240114	Daniel Hogfoss LLC	1044 49 TR W	ERIC & LINDI BRAUN	\$ 120,000.00	Accessory - Swimming Pool
240124	Jordahl Custom Homes, Inc.	3442 SHADOW WOOD LN E	DAVID & NICOLE RYGH	\$ 40,793.00	Remodal - Residential - Finish Lower Level
240137	Mary Carol Wright	214 2 AVE E	Mary Carol Wright	\$ 1,000.00	Demolish - Accessory Building

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT MONTHLY COMPARISON REPORT
03/06/2023**

	FEBRUARY 2023			FEBRUARY 2024		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL	1		\$ 1,450,000.00	1		\$ 750,000.00
RESIDENTIAL DWELLING	4	4	\$ 1,479,291.00	2	2	\$ 707,150.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC						
CHURCH						
ACCESSORY	3		\$ 37,400.00	7		\$ 363,000.00
FOUNDATION ONLY				1		\$ 350,000.00
<u>BUILDING REMODEL</u>						
COMMERCIAL	4		\$ 830,000.00	11		\$ 2,331,900.00
RESIDENTIAL	10		\$ 334,769.00	23		\$ 739,456.00
PUBLIC	1		\$ 141,652.00			
CHURCH						
ACCESSORY						
<u>BUILDING OTHER</u>						
DEMOLITION	2		\$ 60,000.00	1		\$ 1,000.00
MOVE						
PERMIT CANCELLATION						
TOTALS	25	4	\$ 4,333,112.00	46	2	\$ 5,242,506.00

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CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 02/17/24 to 03/01/24

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Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
116301		289 ACME TOOLS	184.06						
1	12422085	02/16/24 HITCH	184.06			6020 450000	432		101000
116374		289 ACME TOOLS	1,919.37						
1	12441627	02/22/24 D Sapp Tools Welding Supplie	475.93			2060 415200	641		101000
2	12441676	02/22/24 D Sapp Tools A/H Press	1,253.00			2060 415200	641		101000
3	12445209	02/23/24 D Sapp Tools Drill bits stoo	190.44			2060 415200	641		101000
116451		289 ACME TOOLS	1,512.81						
1	12462068	02/28/24 5419 ANTIFREEZE	44.10			1000 430001	427		101000
2	12466128	02/29/24 CHAINSAWN SUPPLIES	41.11			2210 428000	432		101000
3	12466153	02/29/24 CHAINSAW	1,297.63			2210 428000	641		101000
4	12466321	02/29/24 BACKPACK	129.97			2210 428000	432		101000
		Total for Vendor:	3,616.24						
116486		3884 ADAM SUFFICOOL	74.00						
1	02/29/24	meal reimb	74.00			1000 421000	340		101000
		Total for Vendor:	74.00						
116325		3179 ADVANCED ENGINEERING &	5,849.50						
1	92899	02/13/24 I&C SCADA SUPPORT	5,849.50			6025 450000	430		101000
116326		3179 ADVANCED ENGINEERING &	5,405.17						
1	92809	02/13/24 I&C SYSTEM SERVICES	180.00			6025 450000	430		101000
2	92900	02/13/24 2024 I&C LIFT STATION UPDATES	5,225.17			6025 450000	825		101000
		Total for Vendor:	11,254.67						
116335		3490 AMAZON CAPITAL SERVICES	64.77						
1	9640202	02/07/24 Office Supplies	64.77			1000 414100	410		101000
		US POSTAL SERVICE							
116336		3490 AMAZON CAPITAL SERVICES	57.47						
1	3012225	02/13/24 Office Supplies	57.47			1000 414100	410		101000
		US POSTAL SERVICE							

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CITY OF WEST FARGO, ND
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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
116367		3490 AMAZON CAPITAL SERVICES	54.85						
1	31MT-TXGN	02/25/24 Office Supplies - Planning	21.87			1000 418000	410		101000
		US POSTAL SERVICE							
2	31MT-TXGN	02/25/24 Office Supplies - Finance	32.98			1000 414100	410		101000
		Total for Vendor:	177.09						
116485 -99257E		5229 AMB INVESTMENTS, LLC	47,700.00						
		New City Hall							
1	03/01/24	March Lease - WEX Building	47,700.00			1001 415000	389		101000
		Total for Vendor:	47,700.00						
116333		5256 AMERICAN ENGINEERING TESTING,	7,900.00						
1	INV-179558	02/20/24 Imp Dist 2281	7,900.00			4804 480000	313		101000
		Total for Vendor:	7,900.00						
116445		317 AMERICAN WELDING & GAS, INC.	72.57						
1	9931357	02/28/24 O2 CYLINDER	72.57			1000 430000	433		101000
116517		317 AMERICAN WELDING & GAS, INC.	68.80						
1	09913554	02/15/24 CO2	68.80			6010 450200	914		101000
		Total for Vendor:	141.37						
116541		3996 ANDIE WAGEMANN	149.00						
		only per diem. chose to drive their own car. TMW							
1	2024 ND	02/27/24 State Fire School Minot	149.00			2060 415200	340		101000
116543		3996 ANDIE WAGEMANN	16.00						
		Honor Guard for Fallen EMS workers in Burnsville MN.							
1	2024 MN	02/28/24 Honor Guard/Burnsville MN	16.00			2060 415200	340		101000
		Total for Vendor:	165.00						
116361 -99269E		4672 ASURE PAYROLL TAX MANAGEMENT	214,272.42						
		02/23/24 payroll							
1	02/23/24	Social Security	101,739.34			1000 212501			101000
2	02/23/24	Medicare	23,793.92			1000 212502			101000
3	02/23/24	Federal Income Tax	80,354.16			1000 212503			101000

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4	02/23/24	ND State Tax	3,931.00			1000	212504		101000
5	02/23/24	MN State Tax	4,454.00			1000	212505		101000
		Total for Vendor:	214,272.42						
116448		2931 AUTO VALUE PARTS STORES	226.31						
1	99259920	02/27/24 FILTERS	46.69			6025	450000	427	101000
2	99259917	02/27/24 HD OIL FLEET	28.19			1000	430000	427	101000
3	99259915	02/27/24 FILTERS	16.30			1000	421000	427	101000
4	99258857	02/20/24 FILTERS	10.59			1000	421000	427	101000
5	99259158	02/22/24 HD FUEL FLEET	14.06			4387	480000	427	101000
6	99259916	02/27/24 FILTERS	31.11			6020	450000	427	101000
7	99259921	02/27/24 BATTERIES	22.99			6020	450000	433	101000
8	99259918	02/27/24 HD OIL FLEET	56.38			6010	450200	427	101000
		Total for Vendor:	226.31						
116375		4266 BED BY DESIGN MATTRESS FACTORY	1,406.97						
1	43141	02/19/24 3 Mattress's and 3 pads	1,406.97			2060	415200	641	101000
		Total for Vendor:	1,406.97						
116282		2977 BISMARCK HOTEL & CONFERENCE	192.60						
1	348	02/08/24 Lodging - Nick Lee	96.30			1000	414101	340	101000
2	348	02/08/24 Lodging - Shane Marcuson	96.30			1000	414101	340	101000
		Total for Vendor:	192.60						
116330	-99272E	3552 BLUE CROSS BLUE	292,018.80						
		February 2024 Premium - Med/Dental/Vision							
1	0119075486	01/19/24 Feb 2024 Premium	292,018.80			1000	212539		101000
116401	-99263E	3552 BLUE CROSS BLUE	321,845.70						
		March 2024 Premium - Med/Dental/Vision							
1	0227413410	02/27/24 March 2024 Premium	321,845.70			1000	212539		101000
		Total for Vendor:	613,864.50						
116331		1389 BNSF RAILWAY COMPANY	1,172.91						
1	90263988	02/15/24 Imp Dist 2265	1,172.91			4793	480000	313	101000
		Total for Vendor:	1,172.91						

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116431		3489 BOLTON & MENK, INC	961.00						
1	0330840	02/27/24 Traffic Signal Timing	961.00			1000 430000	487		101000
		Total for Vendor:	961.00						
116376		3512 BOUND TREE MEDICAL, LLC	903.57						
1	85251048	02/14/24 Medical Supplies	272.90			2060 415200	500		101000
2	85248319	02/12/24 Medical Supplies	610.87			2060 415200	500		101000
3	85249764	02/13/24 Medical Supplies	19.80			2060 415200	500		101000
		Total for Vendor:	903.57						
116334		73 BRAUN INTERTEC	6,215.00						
1	B353420	08/11/23 Project 9038	6,215.00			4505 480000	724		101000
		Total for Vendor:	6,215.00						
116291		652 BRENCO CORPORATION	1,166.10						
1	0142833	02/02/24 TERMINATOR 1200 REPAIR	1,166.10			1000 455000	420		101000
116316		652 BRENCO CORPORATION	700.00						
1	0143409	02/14/24 HEPA FILTERS	700.00			6020 450000	420		101000
116505		652 BRENCO CORPORATION	205.00						
1	0143781	02/22/24 6400 PSI HOSE	205.00			6020 450000	427		101000
116532		652 BRENCO CORPORATION	1,600.00						
1	0143394	02/14/24 Wash Bay 55 Gallon Drums-clea	1,600.00			2060 415200	500		101000
		Total for Vendor:	3,671.10						
116442		4750 BRIAN KROG	270.90						
	WATER TESTING - BISMARCK, ND								
1	02/29/24	TRAVEL REIMBURSEMENT	270.90			6025 450000	340		101000
		Total for Vendor:	270.90						
116286		351 BUSINESS ESSENTIALS	127.89						
1	1284315	02/20/24 OFFICE SUPPLIES	127.89			6020 450000	410		101000

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Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
116416		351 BUSINESS ESSENTIALS	45.01						
1	WO12843391	02/20/24 NAPKINS	11.74			7000 411600	410		101000
2	WO12852951	02/26/24 PAPER PLATES	33.27			7000 411600	410		101000
		Total for Vendor:	172.90						
116438		39 BUTLER MACHINERY	321.30						
1	WO0267103	02/21/24 4005 BLOCK HEATER REPAIR	717.57			6010 450200	427		101000
2	PS0633038	02/22/24 7700 GASKET	194.28			4387 480000	427		101000
3	WO0267234	02/27/24 7700 FUEL LEAK REPAIR	851.46			4387 480000	427		101000
4	WO267102	02/21/24 7700 PM1/FILTERS	1,926.72			4387 480000	427		101000
5	CRBT16082	08/14/23 ACCT CREDIT	-2,634.53			4387 480000	427		101000
6	CRBT18721	12/26/23 ACCT CREDIT	-100.00			4387 480000	427		101000
9900	8709	10/20/21 CREDIT FOR WARRANTY WORK	-634.20			1000 430000	427		101000
CI	16								
116459		39 BUTLER MACHINERY	4,565.90						
1	PS0633377	02/29/24 7700 TURBO GP	5,615.20			4387 480000	427		101000
2	CS0061089	02/28/24 7700 CORE RETURN	-1,726.43			4387 480000	427		101000
3	PS0633317	02/28/24 7700 GASKET	4.98			4387 480000	427		101000
4	PS0633378	02/29/24 RENTAL GRADER - LAMP HEAD	672.15			1000 430000	427		101000
		Total for Vendor:	4,887.20						
116455		5294 CANINE CULTURE COLLECTIVE	109.00						
1	498421	02/23/24 4 6' slip loops	109.00			1000 421000	915		101000
		Total for Vendor:	109.00						
116377		51 CASS COUNTY ELECTRIC COOP	1,608.69						
1	1090222	02/20/24 FD January Utilities	1,608.69			2060 415200	527		101000
		Total for Vendor:	1,608.69						
116410		1355 CASS COUNTY GOVERNMENT	3,504.95						
1	8638	02/28/24 jan 2024 jail billing	3,400.00			1000 421000	398		101000
2	8637	02/28/24 jan 2024 intox billing	85.00			1000 421000	398		101000
3	8636	02/28/24 jan 2024 medical billing	19.95			1000 421000	398		101000
		Total for Vendor:	3,504.95						

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116347		46 CASS RURAL WATER USERS	28.24						
1	6482 Feb 02/25/24	6482 - WF Airport Water	28.24			7050 500000	420		101000
		Total for Vendor:	28.24						
116262		1512 CDW GOVERNMENT, INC	21.56						
1	MV10426 10/31/23	ADOBE PRO	21.56			1000 450000	497		101000
		Total for Vendor:	21.56						
116277		1777 CENTURY LINK	70.88						
1	Feb 24 02/07/24	WF Airport	70.88			7050 500000	356		101000
		Total for Vendor:	70.88						
116540		4025 CHASE CVANCARA	149.00						
		only per diem. chose to drive their own car. TMW							
1	2024 ND 02/27/24	State Fire School MInot	149.00			2060 415200	340		101000
		Total for Vendor:	149.00						
116290		111 CITY OF FARGO	21,889.64						
1	455915 02/14/24	LANDFILL FEES	21,889.64			6010 450200	355		101000
116527		111 CITY OF FARGO	21,382.64						
1	456303 02/21/24	LANDFILL FEES	21,382.64			6010 450200	355		101000
		Total for Vendor:	43,272.28						
116261	111148S	3167 City of West Fargo	21.40						
		Wanzek - transfer credit from UB account to cover roll off invoice							
1	02/20/24	Wanzek - UB xfer credit	21.40			1000 214100			101000
116427		3167 City of West Fargo	73.00						
1	02066 Feb 02/21/24	Airport Dumpster	73.00			7050 500000	420		101000
		Total for Vendor:	94.40						
116314		133 COLE PAPERS	356.26						
1	10402808 02/13/24	PW PAPER PRODUCTS	356.26			6020 450000	500		101000
		Total for Vendor:	356.26						

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116536		5293 COLUMN SOFTWARE PBC	104.03						
1	1442-0002	02/22/24 General Public Notice 2/28	55.60			1000 418000	668		101000
2	1442-0005	02/28/24 General Public Notice 3/6 3	48.43			1000 418000	668		101000
		Total for Vendor:	104.03						
116311		4108 CONSOLIDATED ELECTRICAL	488.60						
1	3481048378	02/13/24 CAMELOT BUIDLING REPAIR	488.60			1000 455000	322		101000
116511		4108 CONSOLIDATED ELECTRICAL	33.85						
1	3481049270	02/27/24 BUBBLER OUTLET	33.85			6025 450000	420		101000
		Total for Vendor:	522.45						
116289		3245 CORE & MAIN	3,243.75						
1	U170248	02/15/24 SLICE GATE REPAIR SA14 & SA17	3,243.75			6025 450000	825		101000
116305		3245 CORE & MAIN	7.80						
1	U385081	02/15/24 FLG FF RR GASKET	7.80			6025 450000	825		101000
		Total for Vendor:	3,251.55						
116378		3640 COREY MARKEL	67.00						
	MN Fire School TMW								
1	02/2024	02/27/24 MN Fire School-Meals	67.00			2060 415200	340		101000
		Total for Vendor:	67.00						
116494		47 CORWIN CHRYSLER	447.10						
1	29577	02/14/24 1197 TRANSFER CASE SENSOR	447.10			1000 421000	427		101000
		Total for Vendor:	447.10						
116488		2403 CRAIG DANIELSON	74.00						
1	02/29/24	meal reimb	74.00			1000 421000	340		101000
		Total for Vendor:	74.00						
116426		3872 CRITICAL MENTION, INC	5,600.00						
	03/08/2024-03/07/2025								
1	2024-19481	02/06/24 Annual Subscription	5,600.00			1000 416200	497		101000
		Total for Vendor:	5,600.00						

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116299		60 CROSSCOUNTRY FREIGHT SOLUTIONS	129.85						
1	1303292	02/12/24 SHIPPING	129.85			6020 450000	335		101000
		Total for Vendor:	129.85						
116379		3500 CUMMINS SALES AND SERVICE	1,392.00						
1	E8-97640	01/29/24 L-75 Full Service	1,392.00			2060 415200	420		101000
		Total for Vendor:	1,392.00						
116506		662 CUSTOM GRAPHICS, INC	80.00						
1	514937	02/16/24 EMPLOYEE ENTRANCE DECAL	80.00			1000 455000	500		101000
		Total for Vendor:	80.00						
116465		1675 DAKOTA FLUID POWER, INC	355.57						
1	7173899	02/26/24 3100 HARDWARE	6.74			1000 430000	427		101000
2	7175045	02/28/24 7010 HARDWARE	6.41			6025 450000	427		101000
3	7175026	02/28/24 STOCK HARDWARE	340.83			6010 450200	427		101000
4	7166031	02/05/24 BONDED SEAL	1.59			1000 455000	433		101000
116477		1675 DAKOTA FLUID POWER, INC	101.57						
1	7171870	02/20/24 411 HARDWARE	20.04			6010 450200	427		101000
2	7172291	02/21/24 4021 HARDWARE	6.55			6010 450200	427		101000
3	7171686	02/20/24 HARDWARE	2.87			6010 450200	427		101000
4	7170639	02/16/24 410 HARDWARE	72.11			6010 450200	427		101000
		Total for Vendor:	457.14						
116380		4768 Darin Underhill	167.69						
	MN Fire School	TMW							
1	02-2024	02/27/24 Mn State Fire School	167.69			2060 415200	340		101000
		Total for Vendor:	167.69						
116270		856 DAVE'S WEST FARGO TIRE	36.71						
1	124414	02/21/24 #1191 tire repair	36.71			1000 421000	427		101000

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116372		856 DAVE'S WEST FARGO TIRE	2,896.51						
1	124363	02/26/24 #1193 pursuit repairs/ins	2,896.51			1000 421000	322		101000
		Total for Vendor:	2,933.22						
116349		4699 DUSTIN ROBERTS	177.00						
		1 year support for SMB license plan (IT expense charged on Dustin Roberts personal card by accident)							
1	1746949664	01/27/24 Reimb SMB License	177.00			1000 414104	497		101000
		Total for Vendor:	177.00						
116522		2100 EAGLE RUN CROSSING LLC	652.73						
1	3908	02/29/24 5400 DIESEL	22.10			1000 430001	424		101000
2	4263	02/28/24 5400 DIESEL	30.45			1000 430001	424		101000
3	4368	02/28/24 5400 DIESEL	36.03			1000 430001	424		101000
4	2436	02/22/24 5400 DIESEL	34.00			1000 430001	424		101000
5	3604	02/27/24 LEASE BLADE DIESEL	225.23			1000 430000	424		101000
6	3605	02/27/24 LEASE BLADE DIESEL	10.69			1000 430000	424		101000
7	4109	02/27/24 LEASE BLADE DIESEL	15.00			1000 430000	424		101000
8	4114	02/27/24 LEASE BLADE DIESEL	2.99			1000 430000	424		101000
9	3624	02/27/24 294 DIESEL	112.93			6020 450000	424		101000
10	2873	02/23/24 2005 UNLEADED	62.70			6020 450000	424		101000
11	1625	02/20/24 410 DIESEL	100.61			6010 450200	424		101000
		Total for Vendor:	652.73						
116273		774 ECONOMIC DEVELOPMENT ASSOCIATION	1,100.00						
1	2421	12/19/23 2024 EDND Active Membership	1,100.00			1000 414102	667		101000
		Total for Vendor:	1,100.00						
116444		1841 EMERGENCY AUTOMOTIVE	1,231.30						
1	MP02082454	02/14/24 3102 EMERGENCY LIGHTS	615.65			1000 430000	610		101000
2	MP02082454	02/14/24 5304 EMERGENCY LIGHTS	615.65			1000 430001	610		101000
116482		1841 EMERGENCY AUTOMOTIVE	991.44						
1	MP013124-5	02/20/24 5304 LIGHT BAR	991.44			1000 430001	610		101000

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116489		1841 EMERGENCY AUTOMOTIVE	621.30						
1	MP01312453	02/07/24 5305 LIGHTBAR	621.30			1000 430001	610		101000
		Total for Vendor:	2,844.04						
116363	-99267E	4664 EMPOWER (MASS MUTUAL)	4,901.58						
	Empower								
1	02/29/24	February Contributions	4,901.58			1000 212528			101000
		Total for Vendor:	4,901.58						
116456		3410 ENGRAPHIX	29.50						
1	a4224	02/28/24 birrenkott plaque	29.50			1000 421000	375		101000
		Total for Vendor:	29.50						
116382		4638 EQUIPMENT MANAGEMENT COMPANY	310.00						
1	63402	02/02/24 Annual Tool Service	310.00			2060 415200	420		101000
		Total for Vendor:	310.00						
116353	111296S	3547 EQUITABLE UNIT ANNUITY	2,000.00						
1	02/29/24	Deferred Comp Feb 2024	2,000.00			1000 212524			101000
		Total for Vendor:	2,000.00						
116293		5120 ERIC JOHNSON	926.64						
	WWETT SHOW - HOTEL REIMBURSEMENT								
1	02/23/24	TRAVEL REIMBURSEMENT	926.64			6025 450000	340		101000
		Total for Vendor:	926.64						
116321		2862 ESSENTIA HEALTH	218.00						
	Pre-employment drug screens / immunizations								
8	8900000526	01/12/24 Patrick T - PW Street	50.00			1000 430000	399		101000
11	8900000526	01/12/24 Aaron D - PW Sanitation	50.00			6010 450200	399		101000
14	8900000526	01/12/24 Marissa D - Bldg Inspection	59.00			1000 416000	399		101000
15	8900000526	01/12/24 Drake A - Fire	59.00			2060 415200	399		101000

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116324		2862 ESSENTIA HEALTH	227.00						
		Pre-employment drug screens / immunizations							
8	890000526	02/12/24 Kelli F - Communications	59.00			1000 416200	399		101000
11	890000526	02/12/24 Corey P - IT	59.00			1000 414104	399		101000
14	890000526	02/12/24 Tristan Z - PW Street	50.00			1000 430000	399		101000
15	890000526	02/12/24 Janis E - Library	59.00			7000 411600	399		101000
116381		2862 ESSENTIA HEALTH	2,142.74						
1	890002546	02/15/24 A Thieschafer annual physic	450.00			2060 415200	996		101000
2	890002546	02/15/24 M Dahlson annual physical	183.00			2060 415200	996		101000
3	89002546.0	02/15/24 A Thieschafer	754.87			2060 415200	996		101000
4	89002546.0	02/15/24 M Dahlson	754.87			2060 415200	996		101000
		Total for Vendor:	2,587.74						
116498		3344 FACTORY MOTOR PARTS	91.10						
1	371199464	02/06/24 WIPER BLADES	31.82			1000 421000	427		101000
2	371201375	02/23/24 1188 SPARK PLUG	59.28			1000 421000	427		101000
		Total for Vendor:	91.10						
116475		660 FARGO FREIGHTLINER	107.26						
1	X101142495	02/22/24 407 RELAY VALVE	107.26			6010 450200	427		101000
		Total for Vendor:	107.26						
116493		979 FARGO LINE-X	700.00						
1	29062	02/23/24 5901 POLE TRAILER LINEX	700.00			1000 430002	610		101000
		Total for Vendor:	700.00						
116464		3986 FARSTAD OIL, INC	291.64						
1	935671	02/22/24 RIDGELINE DEF	291.64			6010 450200	424		101000
		Total for Vendor:	291.64						
116520		124 FASTENAL	114.79						
1	293771	02/14/24 HARDWARE	114.79			6025 450000	825		101000
		Total for Vendor:	114.79						

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116466		151 FEDERAL EXPRESS	5.46						
1	841551767	02/21/24 pkg mailed	5.46			1000 421000	661		101000
		Total for Vendor:	5.46						
116319		3792 FERGUSON ENTERPRISES LLC 1657	63.98						
1	9661377	01/29/24 CLST KIT	63.98			1000 455000	420		101000
		Total for Vendor:	63.98						
116308		329 FERGUSON WATERWORKS #2516	47.97						
1	0484583	02/16/24 RECIP BLD	47.97			6025 450000	432		101000
116473		329 FERGUSON WATERWORKS #2516	408.22						
1	0485047	02/28/24 MANHOLE LID	408.22			6025 450000	432		101000
116490		329 FERGUSON WATERWORKS #2516	99.59						
1	0485054	02/28/24 PIPE WRENCH	99.59			6020 450000	432		101000
		Total for Vendor:	555.78						
116383		3948 FIRE SERVICE TESTING CO	1,065.00						
1	3473	02/22/24 BC Test for promotion	1,065.00			2060 415200	340		101000
		Total for Vendor:	1,065.00						
116269		3347 FIRST INTERNATIONAL INSURANCE	204.00						
1	465815	02/15/24 #185 trailer ins	234.00			1000 421000	323		101000
2	461929	01/23/24 credit	-30.00			1000 421000	323		101000
116275		3347 FIRST INTERNATIONAL INSURANCE	16.00						
1	Feb 2024	02/15/24 Debris Removal (New City Hal	8.00			1000 455000	321		101000
2	Feb 2024	02/15/24 Debris Removal (Fire Station	8.00			2060 415200	321		101000
116441		3347 FIRST INTERNATIONAL INSURANCE	3,566.00						
1	466274	02/27/24 2024 CAMERA TRAILER INSURANCE	2,830.00			6025 450000	321		101000
2	466274	02/27/24 2024 PJ TILT TRAILER INSURANCE	228.00			1000 430000	321		101000
3	466274	02/27/24 2024 LIGHT POLE TRAILER INSURA	508.00			1000 430000	321		101000
		Total for Vendor:	3,786.00						

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116280		2499 FM CONVENTION & VISITORS BUREAU	16,712.40						
1	Jan 24 01/31/24	Lodging Tax 2%	16,712.40			2141 411500	533		101000
116281		2499 FM CONVENTION & VISITORS BUREAU	8,356.20						
2	Jan 24 01/31/24	Lodging Tax 1%	8,356.20			2141 411500	653		101000
116537		2499 FM CONVENTION & VISITORS BUREAU	3,976.66						
1	Aug-Dec 23 12/31/23	Lodging Tax 2%	3,976.66			2141 411500	533		101000
116538		2499 FM CONVENTION & VISITORS BUREAU	1,988.33						
2	Aug-Dec 23 12/31/23	Lodging Tax 1%	1,988.33			2141 411500	653		101000
		Total for Vendor:	31,033.59						
116066		155 GALLS, LLC	109.99						
1	027019812 02/09/24	shirt for casperson	109.99			1000 421000	422		101000
116271		155 GALLS, LLC	1,601.01						
1	027088884 02/14/24	equip for evink	9.64			1000 421000	422		101000
2	027099453 02/15/24	hat for carlson	36.15			1000 421000	422		101000
3	027099223 02/15/24	hat/equipment for nelson	196.01			1000 421000	422		101000
4	027082531 02/13/24	pants for boyer	85.61			1000 421000	422		101000
5	027091654 02/14/24	cap for new officer tulius	51.35			1000 421000	422		101000
6	027094068 02/14/24	new officer equipment	171.05			1000 421000	422		101000
7	027102756 02/15/24	new officer equipment	1,051.20			1000 421000	422		101000
116278		155 GALLS, LLC	603.62						
1	027128871 02/19/24	equip for b. oldham	53.10			1000 421000	422		101000
2	027129323 02/19/24	equip for b. oldham	77.12			1000 421000	422		101000
3	027128846 02/19/24	equipment	212.40			1000 421000	422		101000
4	027129167 02/19/24	equipment	261.00			1000 421000	422		101000
116339		155 GALLS, LLC	1,450.82						
1	027152012 02/21/24	new officer voneschen	413.19			1000 421000	422		101000
2	027152070 02/21/24	new officer voneschen	36.15			1000 421000	422		101000
3	027152013 02/21/24	new officer diixon	232.01			1000 421000	422		101000
4	027152014 02/21/24	new officer weiler	413.50			1000 421000	422		101000

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5	027152069	02/21/24 cap for young	58.14			1000 421000	422		101000
6	027154214	02/21/24 cap for b. oldham	56.70			1000 421000	422		101000
7	027154704	02/21/24 notebook for masset	20.99			1000 421000	422		101000
8	027153215	02/21/24 boots for swiggum	162.00			1000 421000	422		101000
9	027152063	02/21/24 cap for borg	29.07			1000 421000	422		101000
10	027152062	02/21/24 cap for angles	29.07			1000 421000	422		101000
116370		155 GALLS, LLC	48.00						
1	027182544	02/23/24 new officer name tag	16.00			1000 421000	422		101000
2	027182542	02/23/24 new officer name tag	16.00			1000 421000	422		101000
3	027182543	02/23/24 new officer name tag	16.00			1000 421000	422		101000
116384		155 GALLS, LLC	626.70						
1	026715970	01/05/24 Cr Return McCann boots	-136.62			2060 415200	422		101000
2	026977802	02/02/24 Frost Boots	229.46			2060 415200	422		101000
3	026977802	02/02/24 D Andersen Dress Shirt	74.19			2060 415200	422		101000
4	026977802	02/02/24 G Rix 2 pants	92.98			2060 415200	422		101000
5	026977802	02/02/24 D Sprecher pants	148.20			2060 415200	422		101000
6	026986428	02/02/24 Cr Return Leinen Boots	-161.46			2060 415200	422		101000
7	027033616	02/08/24 B Gaugler Jobshirt	113.64			2060 415200	422		101000
8	027033616	02/08/24 R Qualley SS Shirt	90.95			2060 415200	422		101000
9	027033616	02/08/24 D Andersen SS Polos	86.64			2060 415200	422		101000
10	027033616	02/08/24 D Andersen SS Red Polo	88.72			2060 415200	422		101000
116408		155 GALLS, LLC	2,211.39						
1	027175910	02/23/24 new officer nystel	342.15			1000 421000	422		101000
2	027176052	02/23/24 new officer nystel	225.00			1000 421000	422		101000
3	027175909	02/23/24 new officer koropatnicki	516.56			1000 421000	422		101000
4	027175908	02/23/24 new officer tulius	380.68			1000 421000	422		101000
5	027175941	02/23/24 new officer voneschen	225.00			1000 421000	422		101000
6	027201105	02/26/24 new officer equipment	522.00			1000 421000	422		101000
116409		155 GALLS, LLC	812.98						
1	027193597	02/26/24 new officer dixon	181.49			1000 421000	422		101000
2	027193956	02/26/24 new officer nystel	181.49			1000 421000	422		101000
3	027193623	02/26/24 new officer koropatnicki	225.00			1000 421000	422		101000
4	027193622	02/26/24 new officer tulius	225.00			1000 421000	422		101000

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116413		155 GALLS, LLC	139.48						
1	027211105	02/27/24 new officer koropatnicki	139.48			1000 421000	422		101000
116468		155 GALLS, LLC	765.99						
1	027207695	02/27/24 new officer weiler	85.67			1000 421000	422		101000
2	027207694	02/27/24 new officer dixon	85.67			1000 421000	422		101000
3	027207552	02/27/24 flashlight for ostlund	172.80			1000 421000	422		101000
4	027207627	02/27/24 new officer koropatnicki	35.10			1000 421000	422		101000
5	027207626	02/27/24 new officer tulius	206.10			1000 421000	422		101000
6	027207693	02/27/24 new officer voneschen	85.67			1000 421000	422		101000
7	027207692	02/27/24 new officer equip	50.88			1000 421000	422		101000
8	027201369	02/26/24 new officer tulius	44.10			1000 421000	422		101000
		Total for Vendor:	8,369.98						
116542		3678 GARRETT RIX	82.99						
		Funeral for Fallen EMS personall in Burnsville.							
1	2024 MN	02/28/24 Honor Guard/funeral Burnsvill	82.99			2060 415200	340		101000
		Total for Vendor:	82.99						
116276		5291 GINGERBREAD HOUSE	800.00						
1	02/20/24	Child Care Grant	800.00			2960 411900	416		101000
		Total for Vendor:	800.00						
116387		4321 GO PROMO LLC	882.50						
		WF/Fargo Training Academy TMW							
1	40033	02/16/24 50 Black Journals/ Tr Academy	882.50			2060 415200	340		101000
		Total for Vendor:	882.50						
116472		2558 GOODYEAR COMMERCIAL TIRE	904.92						
1	1301090710	02/22/24 407/4021 TIRES	904.92			6010 450200	427		101000
116492		2558 GOODYEAR COMMERCIAL TIRE	36.00						
1	1301090658	02/09/24 4021 FLAT REPAIR	36.00			6010 450200	427		101000
		Total for Vendor:	940.92						

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116304		556 GRAINGER, INC.	64.61						
1	9025709842	02/20/24 SEWER NOZZLE	64.61			6025 450000	420		101000
116315		556 GRAINGER, INC.	540.39						
1	9018467697	02/13/24 PORTABLE CIRC PUMP	540.39			1000 455000	420		101000
116513		556 GRAINGER, INC.	306.02						
1	902598190	02/20/24 AUDIO MASTER STATION	306.02			1000 455000	420		101000
		Total for Vendor:	911.02						
116418		2877 GREATAMERICA FINANCIAL SERVICES	443.23						
1	35968470	02/19/24 PRINTER/SCANNER LEASE AGREEM	443.23			7000 411600	428		101000
		Total for Vendor:	443.23						
116338		2713 HAMPTON INN & SUITES	574.74						
1	720583	02/25/24 lodging for stewart	192.60			1000 421000	340		101000
2	720585	02/25/24 lodging for boyer	192.60			1000 421000	340		101000
3	720587	02/25/24 lodging for t. todd	192.60			1000 421000	340		101000
4	01/01/24	prior credit	-3.06			1000 421000	340		101000
		Total for Vendor:	574.74						
116288		135 HAWKINS WTR TREATMENT	2,988.29						
1	6692477	02/19/24 AQUAHAWK	2,988.29			6025 450000	423		101000
116518		135 HAWKINS WTR TREATMENT	7,293.46						
1	6697641	02/26/24 AQUAHAWK	7,293.46			6025 450000	423		101000
		Total for Vendor:	10,281.75						
116309		180 HAZERS	735.00						
1	1353	02/13/24 APPLIANCE DISPOSAL	735.00			6010 450200	357		101000
		Total for Vendor:	735.00						
116430		5096 HDR ENGINEERING INC.	14,230.00						
1	1200599971	02/29/24 Project 9040	14,230.00			4507 480000	313		101000
		Total for Vendor:	14,230.00						

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116388		3557 HESI	25.39						
1	66942	01/29/24 Waste disposal	112.39			2060 415200	527		101000
2	66942	01/29/24 Statement Credit over 120 days	-87.00			2060 415200	527		101000
		Total for Vendor:	25.39						
116528		2820 HIGH POINT NETWORKS	31,375.00						
1	244034	02/28/24 Extreme Network- New City Hall	31,375.00			2970 480000	653		101000
		Total for Vendor:	31,375.00						
116457		3593 HOLIDAY COMPANIES	20.00						
1	a4224	02/29/24 feb 2024 car wash	20.00			1000 421000	420		101000
	063501032400								
		Total for Vendor:	20.00						
116302		4358 HOLIDAY OUTDOOR DECOR	42.90						
1	13333	12/21/23 REPLACEMENT BULBS	42.90			1000 430000	358		101000
		Total for Vendor:	42.90						
116342		3087 IBM CORPORATION	3,147.76						
1	4358270	02/22/24 MaaS360 Customer Setup	730.00			1000 414104	497		101000
2	4358270	02/22/24 Premier Suite (2/1/24-1/31/25)	897.75			1000 414104	497		101000
3	4358270	02/22/24 Premier Suite (2/1/25-1/31/26)	942.64			1000 414104	497		101000
4	4358270	02/22/24 Premier Suite (2/1/26-8/31/26)	577.37			1000 414104	497		101000
116344		3087 IBM CORPORATION	5,670.00						
2	4238042	09/01/23 Premier Suite (9/1/23-8/31/24)	5,670.00			1000 414104	497		101000
		Total for Vendor:	8,817.76						
116422		4592 INGRAM LIBRARY SERVICES	4,753.74						
1	80449119	02/13/24 BOOKS	21.69			7000 411600	662		101000
2	80449120	02/13/24 BOOKS	43.74			7000 411600	662		101000
3	80449121	02/13/24 BOOKS	13.88			7000 411600	662		101000
4	80449122	02/13/24 BOOKS	13.79			7000 411600	662		101000
5	80449123	02/13/24 BOOKS	15.75			7000 411600	662		101000
6	80449124	02/13/24 BOOKS	21.60			7000 411600	662		101000
7	80449125	02/13/24 BOOKS	28.85			7000 411600	662		101000

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8	80476284	02/14/24 BOOKS	24.73			7000 411600	662		101000
9	80476285	02/14/24 BOOKS	8.87			7000 411600	662		101000
10	80476286	02/14/24 BOOKS	12.83			7000 411600	662		101000
11	80517256	02/16/24 BOOKS	81.60			7000 411600	662		101000
12	80517257	02/16/24 BOOKS	19.84			7000 411600	662		101000
13	80517258	02/16/24 BOOKS	23.65			7000 411600	662		101000
14	80517259	02/16/24 BOOKS	27.40			7000 411600	662		101000
15	80517260	02/16/24 BOOKS	13.34			7000 411600	662		101000
16	80517261	02/16/24 BOOKS	40.49			7000 411600	662		101000
17	80517262	02/16/24 BOOKS	16.63			7000 411600	662		101000
18	80517263	02/16/24 BOOKS	12.20			7000 411600	662		101000
19	80568093	02/20/24 BOOKS	19.07			7000 411600	662		101000
20	80568094	02/20/24 BOOKS	15.35			7000 411600	662		101000
21	80568095	02/20/24 BOOKS	13.85			7000 411600	662		101000
22	80568096	02/20/24 BOOKS	18.46			7000 411600	662		101000
23	80568097	02/20/24 BOOKS	14.83			7000 411600	662		101000
24	80568098	02/20/24 BOOKS	40.46			7000 411600	662		101000
25	80592653	02/21/24 BOOKS	27.59			7000 411600	662		101000
26	80603084	02/21/24 BOOKS	34.14			7000 411600	662		101000
27	80616940	02/22/24 BOOKS	9.89			7000 411600	662		101000
28	80616941	02/22/24 BOOKS	56.56			7000 411600	662		101000
29	80616942	02/22/24 BOOKS	942.45			7000 411600	662		101000
30	80616943	02/22/24 BOOKS	990.09			7000 411600	662		101000
31	80647617	02/23/24 BOOKS	8.36			7000 411600	662		101000
32	80647618	02/23/24 BOOKS	25.04			7000 411600	662		101000
33	80647619	02/23/24 BOOKS	16.92			7000 411600	662		101000
34	80647620	02/23/24 BOOKS	12.67			7000 411600	662		101000
35	80647621	02/23/24 BOOKS	304.47			7000 411600	662		101000
36	80647622	02/23/24 BOOKS	304.38			7000 411600	662		101000
37	80647623	02/23/24 BOOKS	184.13			7000 411600	662		101000
38	80658913	02/25/24 BOOKS	210.58			7000 411600	662		101000
39	80658914	02/25/24 BOOKS	16.30			7000 411600	662		101000
40	80658915	02/25/24 BOOKS	136.06			7000 411600	662		101000
41	80668607	02/26/24 BOOKS	18.80			7000 411600	662		101000
42	80668608	02/26/24 BOOKS	13.36			7000 411600	662		101000
43	80668609	02/26/24 BOOKS	10.97			7000 411600	662		101000
44	80668610	02/26/24 BOOKS	13.68			7000 411600	662		101000

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45	80668611	02/26/24 BOOKS	38.18			7000 411600	662		101000
46	80668612	02/26/24 BOOKS	42.10			7000 411600	662		101000
47	80668613	02/26/24 BOOKS	240.99			7000 411600	662		101000
48	80720661	02/28/24 BOOKS	29.74			7000 411600	662		101000
49	80720660	02/28/24 BOOKS	31.81			7000 411600	662		101000
50	80720659	02/28/24 BOOKS	81.50			7000 411600	662		101000
51	80720658	02/28/24 BOOKS	38.99			7000 411600	662		101000
52	80720657	02/28/24 BOOKS	17.06			7000 411600	662		101000
53	80720656	02/28/24 BOOKS	92.28			7000 411600	662		101000
54	80720655	02/28/24 BOOKS	40.81			7000 411600	662		101000
55	80720654	02/28/24 BOOKS	18.43			7000 411600	662		101000
56	80720653	02/28/24 BOOKS	17.70			7000 411600	662		101000
57	80720652	02/28/24 BOOKS	26.06			7000 411600	662		101000
58	80720651	02/28/24 BOOKS	26.71			7000 411600	662		101000
59	80720650	02/28/24 BOOKS	16.75			7000 411600	662		101000
60	80720649	02/28/24 BOOKS	16.00			7000 411600	662		101000
61	80720648	02/28/24 BOOKS	13.27			7000 411600	662		101000
62	80720647	02/28/24 BOOKS	7.09			7000 411600	662		101000
63	80720646	02/28/24 BOOKS	15.44			7000 411600	662		101000
64	80720645	02/28/24 BOOKS	43.49			7000 411600	662		101000
Total for Vendor:			4,753.74						
116389	2500	INLAND TRUCK PARTS & SERVICE	2,570.68						
1	1552699	02/20/24 L-75 Replace Drive Axle	2,570.68			2060 415200	427		101000
Total for Vendor:			2,570.68						
116390	211	INTERSTATE BATTERIES	170.95						
1	226827	02/21/24 K-9 New Battery	170.95			2060 415200	427		101000
Total for Vendor:			170.95						
116407	233	J & L SPORTS	192.00						
1	32406	02/27/24 PD baseball caps	192.00			1000 421000	422		101000
Total for Vendor:			192.00						

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116327		1765 J.J. KELLER & ASSOC, INC	25.00						
1	9108758706	02/01/24 CDL TRAINING SOFTWARE	25.00			6010 450200	340		101000
		Total for Vendor:	25.00						
116533		5137 JODI ROLLE	29.61						
1	02/29/24	Mileage 02/01/24-02/29/24	29.61			1000 414100	340		101000
		Total for Vendor:	29.61						
116484		3515 JOE JOHNSON	167.69						
		Mahnomen MN State Fire School							
1	2024 MN	02/27/24 Mahnomen St. Fire School	167.69			2060 415200	340		101000
		Total for Vendor:	167.69						
116329		2798 JOHNSON CONTROLS	9,260.00						
1	1974958505	01/30/24 Server Room at The Lights	9,260.00			2960 411900	416		101000
		Total for Vendor:	9,260.00						
116391		2709 JOHNSONS LAWN SERVICE	1,108.12						
		South Fire Station 445 29th Ave W							
1	2024 SS	02/27/24 445 29th Ave W-2024 summer	1,108.12			2060 415200	494		101000
		Total for Vendor:	1,108.12						
116539		4493 JULIE WEST	149.00						
		only per diem. chose to drive their own car. TMW							
1	2024 ND	02/27/24 State Fire School Minot	149.00			2060 415200	340		101000
		Total for Vendor:	149.00						
116544		3560 KEN MILLER	16.00						
		Honor Guard for Fallen EMS workers in Burnsville MN.							
1	2024 MN	02/28/24 Honor Guard/Burnsville MN	16.00			2060 415200	340		101000
		Total for Vendor:	16.00						
116343		4886 KERRI STREYLE	2,351.30						
1	02/23/24	Child Care Grant	2,351.30			2960 411900	416		101000
		Total for Vendor:	2,351.30						

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116285		3173 KIESLER'S POLICE SUPPLY, INC.	2,621.00						
1	in232645	02/16/24 duty weapons	2,621.00			1000 421000	987		101000
		Total for Vendor:	2,621.00						
116360	-99270E	4482 KOTAPAY	3,245.56						
	02/23/24	payroll							
1	02/23/24	Child Support	3,245.56			1000 212549			101000
		Total for Vendor:	3,245.56						
116340		1461 L-TRON CORP	410.00						
1	683368	02/26/24 therm paper for squads	410.00			1000 421000	410		101000
		Total for Vendor:	410.00						
116428		5197 LAKEVIEW BOOKS	147.94						
1	ARU0367943	02/21/24 BOOKS	147.94			7000 411600	662		101000
		Total for Vendor:	147.94						
116371		4784 LASER LABS	1,368.00						
1	47975	02/22/24 tint meters	1,368.00			1000 421000	610		101000
		Total for Vendor:	1,368.00						
116504		705 LAWSON PRODUCTS	326.92						
1	9311302581	02/15/24 STOCK HARDWARE	326.92			1000 455000	433		101000
		Total for Vendor:	326.92						
116279		4767 LENOVO (UNITED STATES) INC.	219.00						
1	6467153048	02/21/24 Repair	219.00			1000 414104	497		101000
116332		4767 LENOVO (UNITED STATES) INC.	1,684.25						
1	6467129249	02/20/24 New Laptop - Benji	1,684.25			1000 414200	497		101000
116373		4767 LENOVO (UNITED STATES) INC.	268.00						
1	6467216451	02/27/24 2 monitors for cmdr cruff	268.00			1000 421000	497		101000
		Total for Vendor:	2,171.25						

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116386		1741 LIBERTY BUSINESS SYSTEMS, INC	1,320.11						
1	36014728	02/26/24 feb 2024 assessing 41779	156.05			1000 415000	428		101000
2	36014729	02/26/24 feb 2024 assessing 41779	52.42			1000 415000	428		101000
3	36014729	02/26/24 feb 2024 city hall 41673	287.13			1000 415000	428		101000
4	36014729	02/26/24 feb 2024 PW 41674	346.91			6020 450000	428		101000
5	36014729	02/26/24 feb 2024 PD 41672	477.60			1000 421000	428		101000
		Total for Vendor:	1,320.11						
116429		3455 LIBRARY PLANNING ASSOCIATES, INC	9,825.00						
1	2024.01	02/27/24 SPACE NEEDS ASSESSMENT	9,825.00			7000 411600	724		101000
		Total for Vendor:	9,825.00						
116392		3418 LOFFLER	363.88						
1	4621020	02/23/24 FD overage 01/25/24 to 02/24/	363.88			2060 415200	307		101000
		Total for Vendor:	363.88						
116393		4872 LOWE'S (FD)	381.27						
1	130807	02/22/24 D Sapp Tools	321.40			2060 415200	641		101000
2	70583	02/22/24 Return item-D Sapp	-85.48			2060 415200	641		101000
3	022324	02/23/24 Misc shop items	145.35			2060 415200	500		101000
		Total for Vendor:	381.27						
116394		711 LUTHER FAMILY FORD	126.87						
1	375776	02/13/24 SQ-75 Door Latch	126.87			2060 415200	427		101000
116496		711 LUTHER FAMILY FORD	137.79						
1	377500	02/28/24 368 GRILLE	156.01			4387 480000	427		101000
2	377553	02/28/24 368 BRACKET	12.45			4387 480000	427		101000
3	377302	02/26/24 1195 SHAFT	120.05			1000 421000	427		101000
9900	CM374189	02/02/24 MIRROR - RETURN	-150.72			6020 450000	427		101000
CI	20								
		Total for Vendor:	264.66						

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116525	5175	M&L PRODUCTS	300.00						
1	11599 02/27/24	Ergo Chair	300.00			1000 414104	641		101000
		Total for Vendor:	300.00						
116306	3304	MAC'S - FARGO	8.64						
1	H31809 02/14/24	HARDWARE	8.64			6025 450000	432		101000
116313	3304	MAC'S - FARGO	58.97						
1	H32174 02/15/24	HARDWARE	58.97			4387 480000	500		101000
116460	3304	MAC'S - FARGO	118.34						
1	H32262 02/15/24	PAINT MARKERS	118.34			6025 450000	433		101000
116474	3304	MAC'S - FARGO	549.98						
1	H34682 02/23/24	PUMP SHOP STORAGE	549.98			6025 450000	420		101000
		Total for Vendor:	735.93						
116272	111305S	3536 MACQUEEN EMERGENCY	145,186.55						
	Pierce Impel PUC Pumper - 25% down payment								
1	02/26/24	PUC Pumper - 25% down	145,186.55			2060 140000			101000
116395	3536	MACQUEEN EMERGENCY	7,132.94						
	K Frost 2024	Capital Improvements							
1	P10562 02/20/24	XD Chief Nozzle	840.00			2060 415200	641		101000
2	P10562 02/20/24	(4) XD Ball Shutoff	1,760.00			2060 415200	641		101000
3	P10562 02/20/24	(4) 7/8" tip smooth bore tip	580.00			2060 415200	641		101000
4	P10562 02/20/24	(2) 2.5 XD shutoff	1,160.00			2060 415200	641		101000
5	P10562 02/20/24	(2) 1 1/16" smooth bore tip	290.00			2060 415200	641		101000
6	P10562 02/20/24	Leader Line Brass	370.00			2060 415200	641		101000
7	P10562 02/20/24	(2) 2.5 XD shutoff	1,160.00			2060 415200	641		101000
8	P10562 02/20/24	(2) 1 1/16" smooth bore tips	290.00			2060 415200	641		101000
9	P10562 02/20/24	1.85" XD shutoff	440.00			2060 415200	641		101000
10	P10562 02/20/24	7/8" XD smooth bore tip	145.00			2060 415200	641		101000
11	P10562 02/20/24	Freight for order	97.94			2060 415200	641		101000
		Total for Vendor:	152,319.49						

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116352	111297S	3542 MAINSTAY FUNDS	750.00						
1	02/29/24	Mainstay Feb 2024	750.00			1000 212529			101000
		Total for Vendor:	750.00						
116354	111298S	3630 MATRIX TRUST COMPANY	4,487.00						
1	02/29/24	Deferred Comp Pre-Tax Feb 24	3,340.00			1000 212547			101000
2	02/29/24	Deferred Comp Post-Tax Feb 24	1,147.00			1000 212548			101000
		Total for Vendor:	4,487.00						
116396		299 MENARDS (FIRE)	169.82						
1	23939 02/12/24	C-2 Remote Starter Battery	11.94			2060 415200	420		101000
2	24105 02/14/24	Misc Shop Supplies	66.63			2060 415200	500		101000
3	24477 02/20/24	FD Hdqtrs Hose	2.71			2060 415200	494		101000
4	24546 02/21/24	Training Supplies	67.55			2060 415200	340		101000
5	24925 02/26/24	Training Supplies	20.99			2060 415200	340		101000
		Total for Vendor:	169.82						
116297		4622 MENARDS (PUBLIC WORKS)	38.81						
1	24265 02/16/24	NEW OFFICE BUILD	38.81			1000 455000	420		101000
116300		4622 MENARDS (PUBLIC WORKS)	6.98						
1	24486 02/20/24	SCREWDRIVER	6.98			6020 450000	432		101000
116303		4622 MENARDS (PUBLIC WORKS)	92.56						
1	24261 02/16/24	LANDSCAPING	92.56			1000 430001	358		101000
116307		4622 MENARDS (PUBLIC WORKS)	6.39						
1	24183 02/15/24	COUPLING	6.39			6025 450000	825		101000
116318		4622 MENARDS (PUBLIC WORKS)	18.94						
1	24170 02/15/24	ADAPTOR	4.47			1000 455000	420		101000
2	23683 02/08/24	BROOM/DUST PAN	14.47			1000 455000	420		101000

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116322		4622 MENARDS (PUBLIC WORKS)	49.88						
1	24241 02/16/24	EXTENSION CORD	49.88			6010 450200	433		101000
116450		4622 MENARDS (PUBLIC WORKS)	87.89						
1	24697 02/23/24	PAINT/SUPPLIES	58.94			6010 450200	433		101000
2	90297 02/29/24	NEW OFFICE	28.95			6020 450000	420		101000
116491		4622 MENARDS (PUBLIC WORKS)	134.69						
1	24880 02/26/24	CABLE TIES	29.99			6020 450000	432		101000
2	25057 02/28/24	PIPE HEATING CABLE	47.99			6020 450000	432		101000
3	24720 02/23/24	TOOLS	56.71			6020 450000	432		101000
		Total for Vendor:	436.14						
116535		323 METRO COG	5,069.83						
	**Approved for 2023 budget								
1	1014 02/15/24	Electric Vehicle Readiness	5,069.83			1000 418000	372		101000
		Total for Vendor:	5,069.83						
116341		2766 MIDCONTINENT COMMUNICATIONS	335.84						
1	02/23/24 feb 2024	icac	215.42			1000 421000	497		101000
	22121930113882								
2	02/23/24 feb 2024	pw	120.42			6010 455000	497		101000
116346		2766 MIDCONTINENT COMMUNICATIONS	459.66						
1	13882 02/23/24	191305202 - 3050 Sheyenne	459.66			2310 452120	497		101000
		Total for Vendor:	795.50						
116432		102 MIDSTATES WIRELESS	861.82						
1	2060028211 02/29/24	new officer equipment	861.82			1000 421000	422		101000
		Total for Vendor:	861.82						
116425		1854 MIDWEST TAPE	2,087.51						
1	505041719 02/13/24	AUDIOBOOK	47.49			7000 411600	664		101000
2	505041717 02/13/24	AUDIOBOOK	89.98			7000 411600	664		101000
3	505050940 02/13/24	AUDIOBOOK	50.49			7000 411600	664		101000
4	505082247 02/20/24	AUDIOBOOK	37.49			7000 411600	664		101000

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5	505114967	02/27/24 AUDIOBOOK	47.49			7000 411600	664		101000
6	505115095	02/27/24 AUDIOBOOK	79.98			7000 411600	664		101000
7	505115098	02/27/24 DVD	37.49			7000 411600	664		101000
8	505050942	02/13/24 DVD	56.53			7000 411600	664		101000
9	505050946	02/13/24 DVD	17.97			7000 411600	664		101000
10	505050941	02/13/24 DVD	129.60			7000 411600	664		101000
11	505050944	02/13/24 DVD	304.47			7000 411600	664		101000
12	505050943	02/13/24 DVD	56.98			7000 411600	664		101000
13	505050945	02/13/24 DVD	71.91			7000 411600	664		101000
14	505082262	02/20/24 DVD	11.52			7000 411600	664		101000
15	505082260	02/20/24 DVD	12.72			7000 411600	664		101000
16	505082245	02/20/24 DVD	141.35			7000 411600	664		101000
17	505082246	02/20/24 DVD	41.19			7000 411600	664		101000
18	505082261	02/20/24 DVD	61.01			7000 411600	664		101000
19	505082249	02/20/24 DVD	52.44			7000 411600	664		101000
20	505094194	02/23/24 DVD_COMP	14.99			7000 411600	664		101000
21	505115090	02/27/24 DVD	26.79			7000 411600	664		101000
22	505115091	02/27/24 DVD	149.85			7000 411600	664		101000
23	505115094	02/27/24 DVD	74.16			7000 411600	664		101000
24	505115093	02/27/24 DVD	61.57			7000 411600	664		101000
25	505114969	02/27/24 DVD	59.80			7000 411600	664		101000
26	505115092	02/27/24 DVD	229.37			7000 411600	664		101000
27	505114968	02/27/24 DVD	83.94			7000 411600	664		101000
28	505115097	02/27/24 DVD	38.94			7000 411600	664		101000
Total for Vendor:			2,087.51						
116264	772	MINNKOTA	63.72						
1	449980	01/31/24 jan 2024 recycling	63.72			1000 421000	420		101000
Total for Vendor:			63.72						
116265	2753	MOUNTAIN PLAINS YOUTH	5,833.40						
1	13989	02/16/24 jan 2024 attendant care	2,916.70			1000 421000	505		101000
2	13989	02/16/24 feb 2024 attendant care	2,916.70			1000 421000	505		101000
Total for Vendor:			5,833.40						

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116320		2969 MTI DISTRIBUTING INC	61.95						
1	1403557	08/29/23 BEARING	61.95			1000 430001	427		101000
		Total for Vendor:	61.95						
116364	-99266E	4663 MUTUAL OF OMAHA	2,781.36						
1	02/29/24	February Contributions	2,781.36			1000 212515			101000
		Total for Vendor:	2,781.36						
116519		298 MVTL LABORATORIES	55.00						
1	1241533	02/28/24 WATER TESTING	55.00			6025 450000	335		101000
		Total for Vendor:	55.00						
116508		728 NAPA CENTRAL	802.63						
1	389141	02/20/24 OIL DRY	636.75			1000 430000	433		101000
2	388357	02/15/24 1187 RESISTOR	165.88			1000 421000	427		101000
		Total for Vendor:	802.63						
116296		1031 NASETH CONSTRUCTION	29,809.46						
1	3841	02/22/24 CAMELOT ROOF REPAIR	29,809.46			1000 455000	322		101000
		Total for Vendor:	29,809.46						
116365	-99265E	3546 NATIONWIDE INVESTMENT ADVISORS	11,369.00						
1	02/29/24	Feb Post-Tax Contributions	3,080.00			1000 212551			101000
2	02/29/24	Feb Pre-Tax Contributions	8,289.00			1000 212550			101000
		Total for Vendor:	11,369.00						
116357	111299S	3541 ND FRATERNAL ORDER OF POLICE	1,876.50						
1	02/29/24	FOP Legal for Feb 2024	1,876.50			1000 212527			101000
		Total for Vendor:	1,876.50						
116402	-99262E	363 ND PERS	400.00						
January									
1	01/31/24	Freadrich service credit purch	400.00			1000 212532			101000

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116403	-99261E	363 ND PERS	3,789.74						
	01/26/24	Payroll							
1	01/26/24	457b Def Comp - Contributions	3,789.74			1000 212532			101000
116404	-99260E	363 ND PERS	3,814.74						
	02/09/24	Payroll							
1	02/09/24	457b Def Comp - Contributions	3,814.74			1000 212532			101000
116405	-99259E	363 ND PERS	4,528.74						
	02/23/24	Payroll							
1	02/23/24	457b Def Comp - Contributions	4,528.74			1000 212532			101000
116406	-99258E	363 ND PERS	267,858.38						
1	01/31/24	Jan Payroll - Contributions	267,858.04			1000 212532			101000
2	01/31/24	Rounding	0.34			1000 414100	230		101000
		Total for Vendor:	280,391.60						
116317		756 NELCO FIRST AID	195.68						
1	014125	02/05/24 SA - FIRST AID SUPPLIES	95.52			6010 450200	639		101000
2	014131	02/05/24 PW - FIRST AID SUPPLIES	100.16			6020 450000	639		101000
		Total for Vendor:	195.68						
116480		364 NELSON INTERNATIONAL	135.58						
2	X102217291	02/16/24 243 STEERING DRAG LINK	135.58			6020 450000	420		101000
		Total for Vendor:	135.58						
116345		2261 NETWORK CENTER INCORPORATED	393.75						
1	INV210457	02/23/24 Detective VLAN	393.75			1000 414104	497		101000
116481		2261 NETWORK CENTER INCORPORATED	1,827.50						
1	INV208733	01/15/24 Troubleshoot MS Teams issue	1,827.50			1000 414104	497		101000
		Total for Vendor:	2,221.25						

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116350	111300S	3543 NEW YORK LIFE INSURANCE & 02/29/24 Deferred Comp EE Feb 2024	7,020.00 7,020.00			1000 212531			101000
		Total for Vendor:	7,020.00						
116294	3111	NORTHERN SALT INCORPORATED 1 30754 02/13/24 DE-ICING SALT	27,431.64 27,431.64			1000 430000	377		101000
		Total for Vendor:	27,431.64						
116469	1403	NORTHERN TOOL 1 58244140 02/27/24 7027 PSI CAT 4	449.99 449.99			6025 450000	427		101000
		Total for Vendor:	449.99						
116495	1028	NORTHERN TRUCK EQUIPMENT CORP. 1 FG22413 02/26/24 3100 SPINNER MOTOR	482.19 482.19			1000 430000	427		101000
		Total for Vendor:	482.19						
116471	1715	NORTHWEST TIRE INC 1 26045911 02/28/24 8102 FLAT REPAIR 2 26045776 02/23/24 3035 TIRE REPAIR	38.82 19.41 19.41			1000 415000 1000 430000	427 427		101000 101000
		Total for Vendor:	38.82						
116412	4892	NORTHWEST TIRE INC. 1 26045911 02/28/24 Flat Tire Repair	19.41 19.41			1000 414200	427		101000
		Total for Vendor:	19.41						
116348	753	O'DAY EQUIPMENT 1 0118947 02/09/24 Airport fuel equip upgrade	11,199.16 11,199.16			7050 500000	653		101000
		Total for Vendor:	11,199.16						
116385	1774	O'REILLY AUTOMOTIVE STORES, INC 1 1932306227 02/27/24 wiper blades	66.48 66.48			1000 421000	427		101000
		Total for Vendor:	66.48						

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116452		4744 O'REILLY AUTOMOTIVE STORES, INC	1,488.57						
1	1932306535	02/28/24 BATTERY RETURN	-203.44			1000 455000	427		101000
2	1932306385	02/28/24 BATTERY	203.44			1000 455000	427		101000
3	1932306209	02/27/24 297 WIND REG ASM	120.00			6020 450000	427		101000
4	1932306289	02/27/24 297 WIND REG ASM	120.00			6020 450000	427		101000
5	1932306369	02/28/24 297 WIND REG ASM	120.00			6020 450000	427		101000
6	1932306383	02/28/24 BRAKE CLEAN/FUSE	70.30			1000 455000	433		101000
7	1932304494	02/22/24 1193 SPARK PLUG	72.12			1000 421000	427		101000
8	1932300502	02/08/24 5304 WIRE MF CONN	6.49			1000 430001	610		101000
9	1932304724	02/22/24 4006 BATTERIES	475.35			6010 450200	427		101000
10	1932302807	02/16/24 1187 BLOWER MOTOR	102.86			1000 421000	427		101000
11	1932304874	02/23/24 1188 WATER PUMP	89.92			1000 421000	427		101000
12	1932299617	02/05/24 1205 WIPER BLADES	51.18			1000 421000	427		101000
13	1932304176	02/21/24 1198 SUPER GLUE	8.49			1000 421000	427		101000
14	1932303985	02/20/24 1189 WATER PUMP/RADIATOR	251.86			1000 421000	427		101000
		Total for Vendor:	1,488.57						
116534		3505 OFFICE SIGN COMPANY	72.00						
1	323897	02/23/24 Name Plates - Planning	72.00			1000 418000	410		101000
		Total for Vendor:	72.00						
116503		352 OK TIRE STORE - COM CTR	67.50						
1	05350369	02/22/24 3061 FLAT REPAIR	67.50			1000 430000	427		101000
		Total for Vendor:	67.50						
116439		399 OLYMPIC SALES	2,491.95						
1	14443	02/02/24 4006 REEVING CYLINDER	2,491.95			6010 450200	427		101000
		Total for Vendor:	2,491.95						
116337		276 OSTROMS ACE HARDWARE	9.59						
1	225997	02/24/24 #44818 PD rifle/helmet repair	9.59			1000 421000	987		101000
116476		276 OSTROMS ACE HARDWARE	899.01						
1	225858	02/02/24 L-75 Repair	4.78			2060 415200	420		101000
2	225878	02/06/24 Inspections-Cataylst Blaster	5.99			2060 415200	500		101000
3	225932	02/14/24 Under Cabinet lighting-hung	2.60			2060 415200	500		101000

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4	225938	02/14/24 Water suits -spray paint	5.99			2060 415200	500		101000
5	226020	02/27/24 shear pins for JD-lost receipt	0.65			2060 415200	500		101000
6	225947	02/15/24 Grill for south station	879.00			2060 415200	641		101000
		Total for Vendor:	908.60						
116449		5119 OSTROMS ACE HARDWARE (PW)	21.35						
1	226010	02/26/24 ELEC SUPPLIES	14.17			6025 450000	420		101000
2	225990	02/23/24 BUCKET LID	7.18			6025 450000	432		101000
		Total for Vendor:	21.35						
116499		3277 OUT FRONT POWER EQUIPMENT	431.10						
1	3794	02/14/24 3069 CLUTCH	431.10			1000 430000	427		101000
		Total for Vendor:	431.10						
116420		2126 OVERDRIVE, INC	1,264.82						
1	02/21/24	EBOOKS/AUDIOBOOKS	1,264.82			7000 411600	650		101000
	02139CO24054527								
		Total for Vendor:	1,264.82						
116267		1404 PATRICK HANSON	36.00						
1	02/21/24	meal reimb	36.00			1000 421000	340		101000
		Total for Vendor:	36.00						
116355	111301S	3548 PERSHING	300.00						
1	02/29/24	Alerus - Feb 2024	300.00			1000 212525			101000
		Total for Vendor:	300.00						
116312		563 PETRO SERVE USA	2,628.45						
1	926	02/19/24 BULK FUEL	2,628.45			4387 480000	424		101000
116501		563 PETRO SERVE USA	637.60						
1	96636	02/22/24 CENEX OIL	637.60			6025 450000	424		101000
		Total for Vendor:	3,266.05						

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116521		4034 PETRO SERVE USA #63	588.43						
1	1752	02/16/24 411 DIESEL	82.43			6010 450200	424		101000
2	9315	02/21/24 3035 DIESEL	24.60			1000 430001	424		101000
3	3512	02/23/24 4102 DIESEL	103.92			6010 450200	424		101000
4	4472	02/27/24 4018 DIESEL	239.18			6010 450200	424		101000
5	4564	02/28/24 FORK LIFT PROPANE	33.32			1000 430000	424		101000
6	9960	02/09/24 4101 DIESEL	104.98			6010 450200	424		101000
		Total for Vendor:	588.43						
116268		384 PITNEY BOWES GLOBAL FINANCIAL	398.82						
1	3318706499	02/09/24 1st quarter lease	398.82			1000 421000	428		101000
		Total for Vendor:	398.82						
116323		4064 POMP'S TIRE SERVICE (ROYAL TIRE)	112.35						
1	245004003	02/16/24 4008 FLAT REPAIR	112.35			6010 450200	427		101000
		Total for Vendor:	112.35						
116358	111302S	1464 RED RIVER VALLEY FOP LODGE #1	764.50						
1	02/29/24	FOP Dues Feb 2024	764.50			1000 212526			101000
		Total for Vendor:	764.50						
116463		1182 REFRIGERATION HEATING INC	136.34						
1	1314831	12/01/23 BLOWER MOTOR	136.34			6010 450200	420		101000
		Total for Vendor:	136.34						
116433		999999 REPUBLIC SERVICES	931.49						
		Refund customer for duplicate invoice payment (Inv #18588 already paid via check #14096935)							
1	02/28/24	Refund dup pymt	931.49			1000 214100			101000
		Total for Vendor:	931.49						
116523		3522 RJ'S TESORO	637.76						
1	2809	02/27/24 LEASE BLADE DIESEL	204.06			1000 430000	424		101000
2	2811	02/27/24 LEASE BLADE DIESEL	193.66			1000 430000	424		101000
3	2805	02/27/24 LEASE BLADE DIESEL	240.04			1000 430000	424		101000
		Total for Vendor:	637.76						

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116487		2291 RYAN WUOLLET	74.00						
1	02/29/24	meal reimb	74.00			1000 421000	340		101000
		Total for Vendor:	74.00						
116263		3353 SAM'S CLUB MC/SYNCB	63.94						
1	02/20/24	kitchen supplies	43.96			1000 421000	375		101000
2	02/20/24	bakery for COPS	19.98			1000 421000	375	12	101000
		Total for Vendor:	63.94						
116398		140 SANFORD AMBULANCE	370.00						
1	43690 02/12/24	City Offices (PW) e-cards	370.00			2060 415200	340		101000
		Total for Vendor:	370.00						
116514		3628 SCOTT JOHNSON	167.69						
		Mahnomen MN State Fire School							
1	2024 MN 02/27/24	2024 MN state fire school	167.69			2060 415200	340		101000
		Total for Vendor:	167.69						
116266		2885 SHORTPRINTER	44.45						
1	146231 02/13/24	cruff bc's	44.45			1000 421000	668		101000
116423		2885 SHORTPRINTER	88.90						
1	146737 02/26/24	bc for runcorn	44.45			1000 421000	668		101000
2	146603 02/26/24	bc for sorensen zach	44.45			1000 421000	668		101000
		Total for Vendor:	133.35						
116368		3642 SIGN PRO	460.00						
1	84897 02/21/24	cso decals	460.00			2531 421000	610		101000
		Total for Vendor:	460.00						
116287		91 SIGN SOLUTIONS USA	1,684.80						
1	410299 02/12/24	TRAFFIC LOGIX 4-CELL BATTERY	1,684.80			1000 430000	487		101000

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CITY OF WEST FARGO, ND
Claim Details by Posted Date
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* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
116437		91 SIGN SOLUTIONS USA	2,116.63						
1	410469	02/23/24 4814 CAM	1,409.90			1000 430000	487		101000
2	410439	02/22/24 DOUBLE ARROW SIGN	99.91			1000 430000	487		101000
3	410468	02/23/24 NO PARKING SIGN	606.82			1000 430000	487		101000
		Total for Vendor:	3,801.43						
116369		1626 SIRCHIE ACQUISITION COMPANY LLC	168.20						
1	0632925	02/23/24 vials	168.20			1000 421000	365		101000
		Total for Vendor:	168.20						
116260	111117S	5290 SKID PRO ATTACHMENTS	7,790.00						
1	EST35005	02/20/24 Bobcat Toolcat UW56 Snowblow	7,790.00			1000 430000	870		101000
		Total for Vendor:	7,790.00						
116298		2535 SKOOTER'S PLUMBING	550.00						
1	08130	02/14/24 2508 7TH - VALVE REPAIR	275.00			6020 450000	438		101000
2	08103	01/31/24 2433 8TH - VALVE REPAIR	275.00			6020 450000	438		101000
		Total for Vendor:	550.00						
116421		3953 SMART APPLE MEDIA	289.48						
1	ARU0367791	02/20/24 BOOKS	289.48			7000 411600	662		101000
		Total for Vendor:	289.48						
116461		3652 SNAP-ON TOOLS INDUSTRIAL	1,684.65						
1	60396143	02/13/24 NEW TOOLBOX TOOLS	1,684.65			1000 455000	870		101000
116497		3652 SNAP-ON TOOLS INDUSTRIAL	199.62						
1	60377154	02/12/24 NEW TOOL BOX TOOLS	199.62			1000 455000	870		101000
		Total for Vendor:	1,884.27						
116512		3796 SPENCER ROTH	167.69						
		Mahnomen MN State Fire School							
1	2024 MN	02/27/24 2024 MN State Fire School	167.69			2060 415200	340		101000
		Total for Vendor:	167.69						

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CITY OF WEST FARGO, ND
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* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
116328		5292 SPOTLIGHT MEDIA	3,970.00						
1	11015	02/16/24 WF Magazine 2024	3,970.00			2960 414102	602		101000
		Total for Vendor:	3,970.00						
116483		274 STEVE MOTTINGER	5,250.00						
March									
1	03/01/24	Court Appointed Attorney	5,250.00			1000 412000	310		101000
		Total for Vendor:	5,250.00						
116447		176 SUMMIT FIRE PROTECTION	336.25						
1	192031059	02/25/24 TRANSFER STATION FIRE ALARM	184.75			6010 450200	420		101000
2	192031058	02/25/24 PW FIRE ALARM	151.50			6020 450000	420		101000
		Total for Vendor:	336.25						
116295		733 SWANSTON EQUIPMENT CORP.	1,000.00						
1	E09727	02/13/24 PALLET FORK FRAME - RW	500.00			1000 430001	641		101000
2	E09727	02/13/24 PALLET FORK FRAME - ST	500.00			1000 430000	641		101000
116470		733 SWANSTON EQUIPMENT CORP.	947.08						
1	P99614	02/23/24 3035 RIM/TIRE	947.08			1000 430000	427		101000
		Total for Vendor:	1,947.08						
116411		3733 TIMECLOCK PLUS	600.00						
1	00329353	02/27/24 Clockable License	600.00			1000 414103	307		101000
		Total for Vendor:	600.00						
116310		3352 TITAN MACHINERY-FARGO CASE	247,086.00						
1	390624	02/14/24 #7300 RAPIDVIEW CAMERA TRAILER	247,086.00			6025 450000	870		101000
116440		3352 TITAN MACHINERY-FARGO CASE	1,255.00						
1	19257274	02/16/24 359 HEATER/A, GRID	1,255.00			1000 430000	427		101000
		Total for Vendor:	248,341.00						

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CITY OF WEST FARGO, ND
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* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
116507		1234 TOOL WAREHOUSE INC	561.82						
1	0277755	02/16/24 SHOP TOOLS	189.68			1000 455000	432		101000
2	0277761	02/16/24 SHOP TOOLS	372.14			1000 455000	432		101000
		Total for Vendor:	561.82						
116443		1285 TRAFFIC CONTROL CORPORATION	2,388.00						
1	149317	02/23/24 CROSSWALK BASE	2,388.00			1000 430002	487		101000
		Total for Vendor:	2,388.00						
116531		2136 ULINE INC	1,064.19						
1	174083844	02/06/24 D Sapp gear locker w/door	1,064.19			2060 415200	641		101000
2	174458914	02/15/24 T Olson CRR Totes	143.76			2060 415200	641		101000
3	174496138	02/15/24 T Olson CRR Totes-damaged C	-143.76			2060 415200	641		101000
		Total for Vendor:	1,064.19						
116351	111303S	1562 UNITED WAY OF CASS-CLAY	91.00						
1	202402-21	02/29/24 February Contributions	91.00			1000 212536			101000
		Total for Vendor:	91.00						
116366	-99264E	4665 UNUM	10,529.98						
1	02/29/24	Feb Employee Contributions	5,691.76			1000 212514			101000
2	02/29/24	Feb Employer Contributions	4,838.22			1000 212514			101000
		Total for Vendor:	10,529.98						
116284		2708 VERIZON WIRELESS - LERT B	85.00						
1	9022346519	02/01/24 subpoena	85.00			1000 421000	365		101000
		Total for Vendor:	85.00						
116478		3470 VICKERS LAW	2,887.50						
1	00499	02/29/24 Alternate Defense Attorney	2,887.50			1000 412000	310		101000
		Total for Vendor:	2,887.50						
116274		525 VILLAGE FAMILY SERVICE	9,000.00						
1	INV0007382	01/31/24 2024 EAP Yearly Contract	9,000.00			1000 414103	307		101000
		Total for Vendor:	9,000.00						

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CITY OF WEST FARGO, ND
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* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
116362	-99268E	4662 VOYA	414.00						
1	02/29/24	February Contributions	414.00			1000 212511			101000
		Total for Vendor:	414.00						
116292		544 WALLWORK TRUCK CENTER	1,121.99						
1	01P457129	02/02/24 7045 FENDER REPAIR	1,121.99			4387 480000	427		101000
116467		544 WALLWORK TRUCK CENTER	10.96						
1	01P465145	02/29/24 4007 AIR HOSE	10.96			6010 450200	427		101000
116479		544 WALLWORK TRUCK CENTER	943.78						
1	01P462714	02/21/24 407 REMAN SHOE KIT	694.12			6010 450200	427		101000
2	01P462920	02/22/24 407 CREDIT	-56.00			6010 450200	427		101000
3	01P462201	02/20/24 407 ACTUATOR	305.66			6010 450200	427		101000
		Total for Vendor:	2,076.73						
116530		2740 WASTE MANAGEMENT OF WI-MN	117.13						
1	6757457005	02/05/24 FD 4 yd dumpster-recycling	117.13			2060 415200	527		101000
		Total for Vendor:	117.13						
116510		3062 WELK'S LAWN CARE LLC	2,000.00						
1	18447	02/28/24 FEB/MARCH SNOW REMOVAL- LIGHTS	2,000.00			1000 430000	381		101000
		Total for Vendor:	2,000.00						
116419		4773 WEST FARGO EVENTS	190.00						
1	0001022-IN	02/20/24 SKATE RENTALS FOR EVENT	190.00			7000 411600	649		101000
		Total for Vendor:	190.00						
116462		2184 WEST SIDE STEEL	118.67						
1	8379	02/26/24 SHEET METAL	118.67			6010 450200	914		101000
116509		2184 WEST SIDE STEEL	229.99						
1	8336	02/21/24 SHEET METAL	229.99			6010 450200	914		101000
		Total for Vendor:	348.66						

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CITY OF WEST FARGO, ND
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For Claims from 02/17/24 to 03/01/24

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* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
116283	111295S	3549 WEX	2,814.54						
1	02/23/24	Med FSA - 02/23/24 payroll	116.67			1000 212530			101000
2	02/23/24	Dep FSA - 02/23/24 payroll	2,697.87			1000 212523			101000
		Total for Vendor:	2,814.54						
116359	-99271E	4676 WEX ELECTRONIC BIWEEKLY	33,382.52						
	02.23.24	payroll							
1	02/23/24	HSA Contributions - ER	10,904.82			1000 212530			101000
2	02/23/24	HSA Contributions - EE	22,477.70			1000 212530			101000
		Total for Vendor:	33,382.52						
116529		569 WF ANIMAL HOSPITAL	341.73						
1	275638	01/31/24 Mika wellness exam	341.73			2060 415200	915		101000
		Total for Vendor:	341.73						
116356	111304S	3827 WF Firefighters Association	1,000.00						
1	02/29/24	Fire Union Dues Feb 2024	1,000.00			1000 212552			101000
		Total for Vendor:	1,000.00						
116502		1820 WINDSHIELD DOCTOR	50.00						
1	71589	02/16/24 8200 CHIP REPAIR	50.00			1000 415000	322		101000
		Total for Vendor:	50.00						
116400		338 XCEL ENERGY	471.64						
1	866557660	02/26/24 New City Hall (WEX Bldg)	471.64			1000 415000	527		101000
116436		338 XCEL ENERGY	42.35						
1	866672089	02/26/24 feb 2024 603/605 property	42.35			1000 421000	527		101000
116446		338 XCEL ENERGY	1,348.66						
1	02/27/24	60L 12TH ST E	76.29			6025 450000	527		101000
2	02/27/24	SM33	104.54			6025 450000	527		101000
3	02/27/24	1100 12TH AVE NW	309.46			6020 450000	527		101000
4	02/27/24	1100 12TH AVE NW	265.14			6020 450000	527		101000
5	02/27/24	312 5TH AVE W	263.88			1000 430002	527		101000
6	02/27/24	TRAFFIC SI 901 10TH AVE E	47.68			1000 430002	527		101000

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CITY OF WEST FARGO, ND
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* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
7	02/27/24	309 2ND AVE W	19.07			1000 430002	527		101000
8	02/26/24	300 SHEYENNE ST - PIONEER PLAC	50.14			2310 452120	527		101000
9	02/26/24	344 SHEYENNE ST - THE FIRM	17.09			2310 452120	527		101000
10	02/26/24	810 12TH AVE NW	26.91			6020 450000	527		101000
11	02/21/24	SM75	47.77			6025 450000	527		101000
12	02/21/24	TRANSFER STATION	120.69			6010 450200	527		101000
116524		338 XCEL ENERGY	1,995.50						
1	02/28/24	STREET LIGHT FEED POINTS	1,507.95			1000 430002	527		101000
2	02/28/24	SA17	99.13			6025 450000	527		101000
3	02/28/24	PW VEHICLE STORAGE	388.42			6020 450000	527		101000
116526		338 XCEL ENERGY	220.87						
1	02/28/24	1690 13TH AVE S TRAFFIC SIGNAL	50.91			1000 430002	527		101000
2	02/28/24	1680 13TH AVE E ST LIGHT	127.77			1000 430002	527		101000
3	02/28/24	1410 13TH AVE E TRAFFIC SIGNAL	42.19			1000 430002	527		101000
Total for Vendor:			4,079.02						
# of Claims 272			Total: 2072,825.42			# of Vendors 183			
Total Electronic Claims			1222,852.52						
Total Non-Electronic Claims			849972.90						

** This report runs by Claim Posted Date, which is a system generated field that always shows the date on which the Claim was actually posted in the system. If a Claim was cancelled and re-posted, the posted date will show as of the date it was re-posted. **



"Consent" or "Regular" Agenda
Item?
[Consent]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Police and Fire

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Sanitation

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Administration/Finance

City Administrator

Dustin T. Scott

Assistant City Administrator

Vacant

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: March 4, 2024

Subject: Sanitary Lift Station System Rehabilitation (SA 11, 30, 31 and 36)

Action: Approve Plans and Specifications and Direct Advertisement for Bids

New Information and Recommendation:

On December 18, 2023, the Commission directed the Engineer to prepare plans and specifications for the referenced project. This work has been completed and the project's plans and specifications are ready to be advertised for bidding.

The following documents are attached for review/consideration:

- Cover sheet and project location sheets from the plan set representing the entirety of the plans. Plans are available upon request from the Engineering Department.
- Associated Resolutions

Staff Recommendation:

Approve Plans and Specifications and Direct Advertisement for Bids

Policy Analysis:

The City of West Fargo has been completing projects to rehabilitate existing sanitary sewer lift stations. These pieces of infrastructure are critical to keep in operation as a failure of a sanitary sewer lift station can create back up into resident's homes. These rehabilitations can extend the life cycle of these lift stations an additional 20-25 years.

Financial Analysis:

The cost of this project is proposed to be paid via Capital Improvement Sales Tax. No assessments are proposed with this project.

Previously Presented Information and Commission Actions:

December 18, 2023-

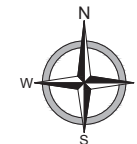
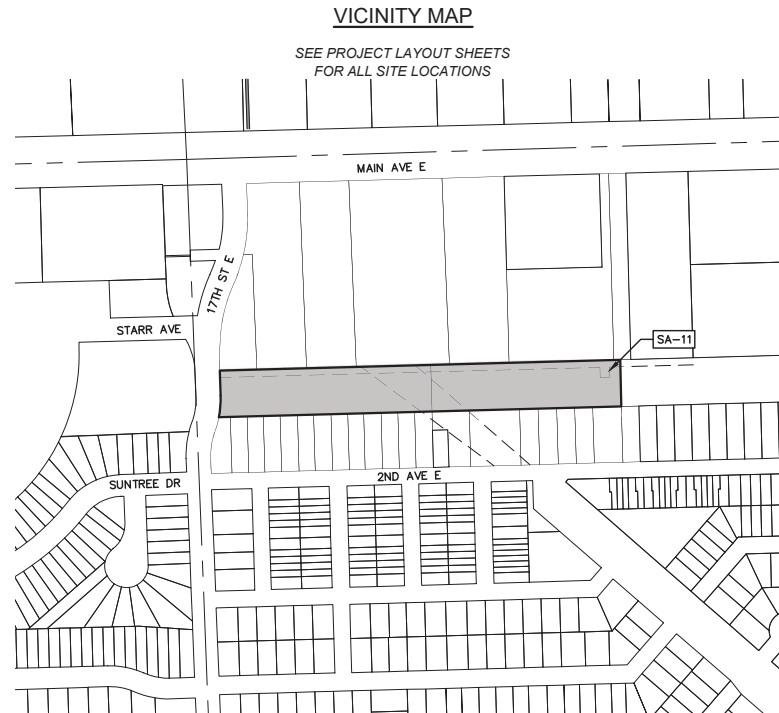
- **Staff Recommendation:** Create Project No. 1349, Approve both an Engineer's Report and Task Order for "Basic Services"; and Direct Engineer to prepare Plans and Specifications.
- **Commission Action:** Commissioner George moved and Commissioner Olson seconded to approve. No opposition, motion carried.



PROJECT NO. 1349

SANITARY SEWER SYSTEM REHABILITATION AND INCIDENTALS

(SA 11, 28, 30, 31, 33, 34 & 36)



PROJECT No. 23506

CITY OF WEST FARGO, NORTH DAKOTA
PROJECT NO. 1349; SANITARY SEWER SYSTEM REHABILITATION AND INCIDENTALS
(SA 11, 28, 30, 31, 33, 34, & 36)

ADVERTISEMENT FOR BIDS

City of West Fargo is requesting Bids for the construction of the project listed above.

Bids for the construction of the Project will be received and accepted via electronic bid (vBid) through QuestCDN until April 4, 2024 at 10:00 a.m. local time. Bids will be viewed and read via video/phone conference at 10:30 a.m. Mailed or hand delivered bids will not be opened or considered. Link for the video/phone conference is provided at www.mooreengineeringinc.com by clicking the Bid Information tab, or at www.questcdn.com.

The Project consists of the rehabilitation of wastewater lift stations including piping and valve replacement, pumps, wastewater force main replacement, electrical control panel replacement, painting and coatings, incidental road repair, and associated surface restoration.

Separate Bids will be received for Contract No. 1 – General Construction, and Contract No. 2 – Electrical Construction. Bids shall be on a unit price basis for Contract No. 1, and on a unit price basis for Contract No. 2.

Digital project bidding documents will be available at www.mooreengineeringinc.com by clicking the Bid Information tab, or at www.questcdn.com. You may download the complete set of digital documents for a nonrefundable fee of \$50.00 by locating eBidDoc™ Number 8992870 on the website. Contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information, and vBid online bid submittal questions.

Each bid must be accompanied by a bidder's bond in a sum equal to 5% of the full amount of the bid executed by the bidder as principal and by a surety, conditioned that if the principal's bid is accepted and a contract is awarded to the principal, the principal, within ten (10) days after the notice of the award, shall execute a contract in accordance with the terms of the bid and the bid bond, and any conditions of the City of West Fargo, as required by law. A countersignature of a bid bond is not required. If the City of West Fargo elects to award a contract to the lowest responsible bidder, and the lowest responsible bidder does not execute a contract within ten (10) days, the bidder's bond will be forfeited to the City of West Fargo, and the City of West Fargo may award the project to the next lowest responsible bidder.

Each bidder must possess a valid North Dakota contractor's license for the full amount of their bid, as required by N.D.C.C. § 43-07-7. Each bidder MUST enclose a copy of their Contractor's License or Certificate of Renewal, issued by the North Dakota Secretary of State, and each license must be valid and dated at least 10 days prior to the date set for bid opening, as required under N.D.C.C. § 43-07-12.

The City of West Fargo will not read or consider any bid that does not fully comply with the requirements above, or the requirements of N.D.C.C. § 48-01.2-05

Owner: City of West Fargo
By: Dustin T. Scott
Title: City Administrator
Date: March 4, 2024

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR
IMPROVEMENTS IN PROJECT NO. 1349 – SANITARY SEWER SYSTEM
REHABILITATIONS, REPLACEMENTS, AND INCIDENTALS OF THE CITY OF
WEST FARGO

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the plans and specifications and estimates of cost for improvements in Project No. 1349- Sanitary Sewer System Rehabilitations, Replacements, and Incidentals of the City of West Fargo heretofore prepared by Daniel Hanson, Engineer for the City, be and the same hereby are approved, ratified and confirmed as the plans and specifications and estimates of cost in accordance with which said improvements shall be constructed and the City Auditor shall file the same in his office open to public inspection.

Dated: March 4, 2024

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____.
_____. The following commissioners voted nay: _____.

The following commissioners were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved for its adoption:

RESOLUTION DIRECTING AUDITOR TO
ADVERTISE FOR BIDS

WHEREAS, this Board has heretofore created Project No. 1349 – Sanitary Sewer System Rehabilitations, Replacements, and Incidentals of the City of West Fargo; and

WHEREAS, plans and specifications and estimates of costs for said Project No. 1349 have heretofore been directed to be prepared by the Engineer for the City of West Fargo; and

WHEREAS, said plans, specifications and estimates of cost have been prepared and have been approved by the Board of City Commissioners of the City of West Fargo; and

WHEREAS, it is necessary to advertise for bids for the work in said project.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, Cass County, North Dakota, that the City Auditor be, and she is hereby authorized and directed to cause notice of Advertisement for Bids for the construction of the work heretofore directed to be made in Project No.1349 – Sanitary Sewer System Rehabilitations, Replacements, and Incidentals to be published once each week for three consecutive weeks in *The Forum*, and that the City Engineer will meet via video/phone conference, at a time and date to be determined by the City Auditor, for the purpose of revealing and reading aloud bids submitted electronically prior to the time of such meeting in accordance with such published advertisement for bids for the purpose of taking such other and further action with reference thereto as shall then be deemed necessary and expedient. A link for video/phone conference is provided at www.questcdn.com. Such advertisements shall be published in the form as provided in Section 48-01.2 of the North Dakota Century Code as amended.

Dated: March 4, 2024

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____.
_____. The following commissioners voted nay: _____.
The following commissioners were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.



"Consent" or "Regular" Agenda
Item?
[Consent]

To: West Fargo City Commission
From: Dan Hanson, City Engineer
Date: March 4, 2024
Subject: Project 6059 – 2024 Sidewalks
Action: Approve Plans and Specifications and Authorize Advertisement for Bid

Commission President

Bernie Dardis
Primary Portfolio:
Administration/Finance
Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson
Primary Portfolio:
Street, Water and Sewer
Secondary Portfolio:
Police and Fire

Commissioner

Roben Anderson
Primary Portfolio:
Planning, Zoning and Engineering
Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons
Primary Portfolio:
Police and Fire
Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George
Primary Portfolio:
Sanitation
Secondary Portfolio:
Administration/Finance

City Administrator

Dustin T. Scott

Assistant City Administrator

Vacant

New Information and Recommendation:

The purpose of this project is to install sidewalks throughout various residential and commercial areas throughout the City of West Fargo. The proposed project will improve the connectivity of the City's sidewalk and multi-use path system.

Within the City Ordinance, specifically Chapter 2 - Sidewalks & Driveways (2-0102), the City has the authority to install sidewalks in established areas to fill in the missing 'gaps' of the system. This project periodically (historically every other year) installs necessary or required sidewalks and multi-use paths throughout the city that have not yet been installed. There is a legal process that is required to notify property owners to allow them to construct their sidewalks themselves within a certain timeframe. If this is not achieved, the City may install and assess those costs to the benefiting properties.

The following documents are attached for review/consideration:

- Cover sheet, which represent the Plans and Specifications. (Note: A full plan set is available at the Engineering Department)
- Revised cost estimate prepared by staff
- Draft Bid Advertisement – will be published for three weeks.
- Resolution Approving Plans and Specifications.
- Resolution Directing Bid Advertisement.

Staff Recommendation: Approve Plans and Specifications and Authorize Advertisement for Bid

Policy Analysis:

By filling in the sidewalk "gaps" with this project, the city is providing pedestrian walkability through a continuous network. This work is in compliance with City Ordinance Chapter 2.

Financial Analysis:

This project was listed on the adopted 2022 CIP and is intended to be completed with sidewalks to be assessed at 100% of the final project costs.

Previously Presented Information and Commission Actions:

February 20, 2024

- **Staff Recommendation:** Approve Engineer's Report, Authorize Notice of Order to Construct Sidewalks; and Direct Engineer to prepare Plans and Specifications.
- **Commission Action:** Commission Olson moved and Commissioner George seconded to approve. No opposition, motion carried.

SIDEWALK IMPROVEMENT
DISTRICT NO. 6059
2024 WALKS
WEST FARGO, NORTH DAKOTA



LOCATION MAP
NTS



IMPROVEMENT PROJECT NO. 6059
2024 Sidewalks
WEST FARGO ND

	<i>SPEC</i>	<i>CODE</i>	<i>ITEM</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL</i>
1.	100	103	CONTRACT BOND	L SUM	1	\$5,000.00	\$5,000.00
2.	203	126	TOPSOIL	SY	380	\$5.00	\$1,900.00
3.	251	101	SEEDING	SY	303	\$0.50	\$151.50
4.	253	200	HYDRAULIC MULCH	SY	303	\$0.50	\$151.50
5.	302	121	AGGREGATE BASE COURSE CL 5	CY	114	\$55.00	\$6,270.00
6.	702	100	MOBILIZATION	L SUM	1	\$25,000.00	\$25,000.00
7.	704	1000	TRAFFIC CONTROL	UNIT	2,000	\$2.50	\$5,000.00
8.	704	1054	SIDEWALK BARRICADE	EA	50	\$75.00	\$3,750.00
9.	708	1540	INLET PROTECTION-SPECIAL	EA	66	\$250.00	\$16,500.00
10.	708	1541	REMOVE INLET PROTECTION-SPECIAL	EA	66	\$50.00	\$3,300.00
11.	750	120	SIDEWALK CONCRETE 5IN REINF	SY	2,035	\$100.00	\$203,530.00
Construction Subtotal							\$270,553.00
Contingencies							\$27,100.00
Total Construction							\$297,653.00
Engineering							\$0.00
Legal & Administration							\$10,900.00
TOTAL PROJECT							\$308,553.00

CITY OF WEST FARGO, NORTH DAKOTA
IMPROVEMENT DISTRICT NO. 6059
2024 SIDEWALK IMPROVEMENTS ADVERTISEMENT FOR BIDS

City of West Fargo is requesting Bids for the construction of the project listed above.

Bids for the construction of the Project will be received and accepted via electronic bid (vBid) through QuestCDN until March 21, 2024 at 10:00 a.m. local time. Bids will be viewed and read via video/phone conference at 10:30 a.m. the same day. Mailed or hand delivered bids will not be opened or considered. Link for the video/phone conference is provided at www.westfargond.gov/268/Engineer by clicking the Project Bid Information tab, or at www.questcdn.com.

The Project consists of full depth patch repairs of existing concrete pavement citywide.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis as indicated in the Bid Form.

Digital project bidding documents will be available at <https://www.westfargond.gov/268/Engineer> by clicking the Project Bid Information tab, or at www.questcdn.com. You may download the complete set of digital documents for a nonrefundable fee of \$42.00 by locating eBidDoc™ Number 8984980 on the website. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading and working with this digital project information, and online bid submittal.

Each bid must be accompanied by a bidder's bond in a sum equal to 5% of the full amount of the bid executed by the bidder as principal and by a surety, conditioned that if the principal's bid is accepted and a contract is awarded to the principal, the principal, within ten (10) days after the notice of the award, shall execute a contract in accordance with the terms of the bid and the bid bond, and any conditions of the City of West Fargo, as required by law. A countersignature of a bid bond is not required. If the City of West Fargo elects to award a contract to the lowest responsible bidder, and the lowest responsible bidder does not execute a contract within ten (10) days, the bidder's bond will be forfeited to the City of West Fargo, and the City of West Fargo may award the project to the next lowest responsible bidder.

Each bidder must possess a valid North Dakota contractor's license for the full amount of their bid, as required by N.D.C.C. § 43-07-7. Each bidder MUST enclose a copy of their Contractor's License or Certificate of Renewal, issued by the North Dakota Secretary of State, and each license must be valid and dated at least 10 days prior to the date set for bid opening, as required under N.D.C.C. § 43-07-12. The City of West Fargo will not read or consider any bid that does not fully comply with the requirements above, or the requirements of N.D.C.C. § 48-01.2-05

Owner: City of West Fargo
By: Dustin T. Scott
Title: City Administrator
Date: March 4, 2024

Publish Dates: March 6 and 13, 2024

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR
IMPROVEMENTS IN SIDEWALK IMPROVEMENT DISTRICT NO. 6059
OF THE CITY OF WEST FARGO

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the plans and specifications and estimates of cost for improvements in Sidewalk Improvement District No. 6059 of the City of West Fargo heretofore prepared by Daniel Hanson, Engineer for the City, be and the same hereby are approved, ratified and confirmed as the plans and specifications and estimates of cost in accordance with which said improvements shall be constructed and the City Auditor shall file the same in his office open to public inspection.

Dated: March 4, 2024

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____.
_____. The following commissioners voted nay: _____.
The following commissioners were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved for its adoption:

RESOLUTION DIRECTING AUDITOR TO
ADVERTISE FOR BIDS

WHEREAS, this Board has heretofore created Sidewalk Improvement District No. 6059 of the City of West Fargo; and

WHEREAS, plans and specifications and estimates of costs for said Sidewalk District have heretofore been directed to be prepared by the Engineer for the City of West Fargo; and

WHEREAS, said plans, specifications and estimates of cost have been prepared and have been approved by the Board of City Commissioners of the City of West Fargo; and

WHEREAS, it is necessary to advertise for bids for the work in said project.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, Cass County, North Dakota, that the City Auditor be, and she is hereby authorized and directed to cause notice of Advertisement for Bids for the construction of the work heretofore directed to be made in Sidewalk Improvement District No. 6059 to be published once each week for two consecutive weeks in *The Forum*, and that the City Engineer will meet via video/phone conference, at a time and date to be determined by the City Auditor, for the purpose of revealing and reading aloud bids submitted electronically prior to the time of such meeting in accordance with such published advertisement for bids for the purpose of taking such other and further action with reference thereto as shall then be deemed necessary and expedient. A link for video/phone conference is provided at www.questcdn.com. Such advertisements shall be published in the form as provided in Section 48-01.2 of the North Dakota Century Code as amended.

Dated: March 4, 2024

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____. The following commissioners voted nay: _____. The following commissioners were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (2-2023)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

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

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

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

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

ORGANIZATION INFO

Name of Organization or Group <u>The American Legion Department of ND</u>		Dates of Activity (Does not include dates for the sales of tickets) <u>6/17/2024</u>	
Organization or Group Contact Person <u>Don Herrly</u>	E-mail <u>adjutant@ndlegion.org</u>	Telephone Number <u>701-293-3120</u>	
Business Address <u>405 West Main Ave Suite 4A</u>	City <u>West Fargo</u>	State <u>ND</u>	ZIP Code <u>58078</u>
Mailing Address (if different) <u>PO Box 5057</u>	City <u>West Fargo</u>	State <u>ND</u>	ZIP Code <u>58078</u>

SITE INFO

Site Name <u>The American Legion Department of ND</u>		County <u>Cass</u>	
Site Physical Address <u>405 West Main Ave Suite 4A</u>	City <u>West Fargo</u>	State <u>ND</u>	ZIP Code <u>58078</u>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <u>Raffle Drawings, Monday, June 17, 2024</u>			

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

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

Intended Uses of Gaming Proceeds <u>Support the Four Pillars of the American Legion, assisting veterans & Legion Programs</u>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) ☐ Yes ☒ No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) ☐ Yes ☒ No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) ☐ No ☒ Yes - Total Retail Value: <u>\$8000</u> (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) ☐ Yes ☒ No	

Name <u>Don Herrly</u>	Title <u>Adjutant</u>	Telephone Number <u>701-293-3120</u>	E-mail Address <u>adjutant@ndlegion.org</u>
Signature of Organization or Group's Top Official <u>Don Herrly</u>		Title <u>Adjutant</u>	Date <u>19 Feb 24</u>

2023 CITY OF WEST FARGO 911 RESPONSE DATA

SANFORD AMBULANCE

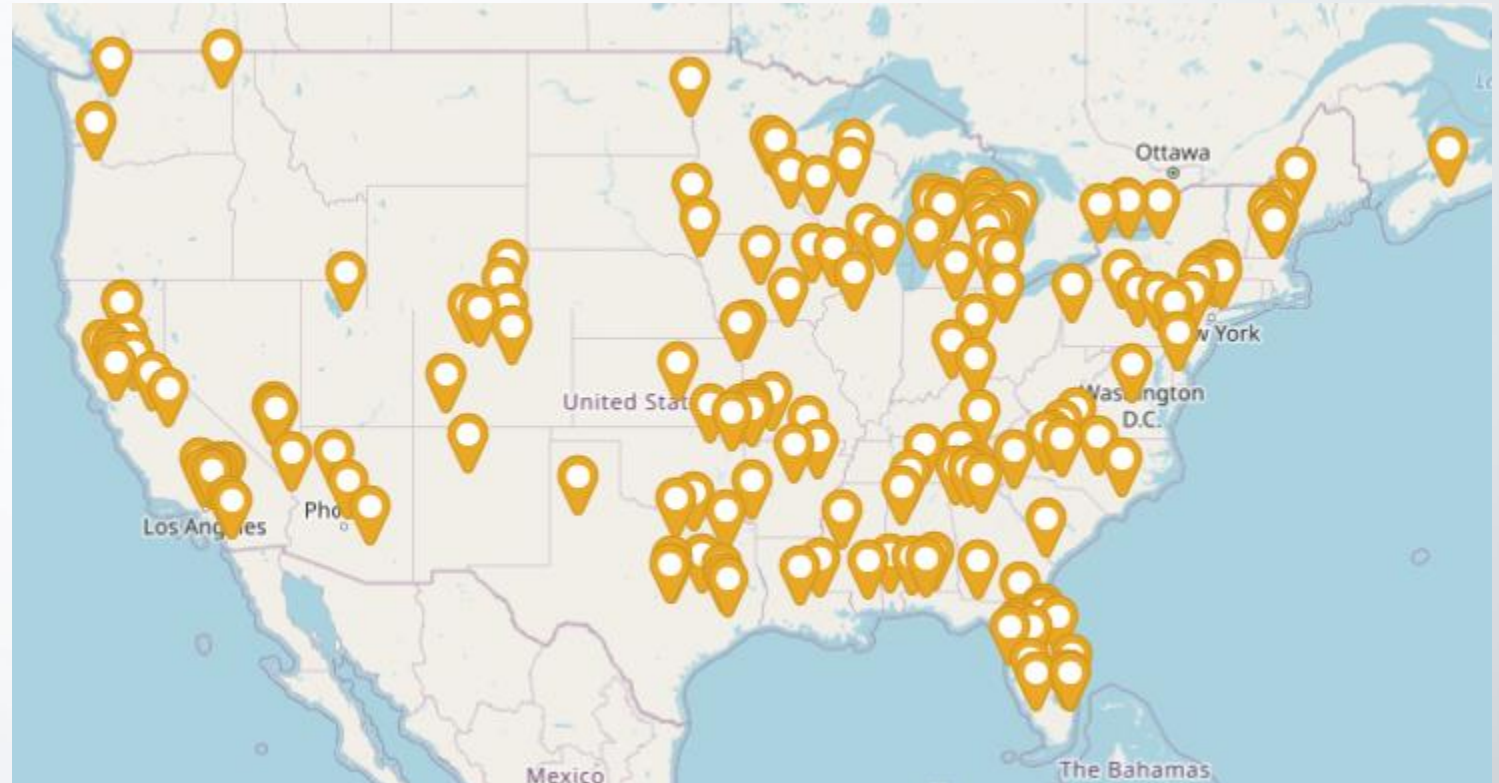


OUR FAMILY

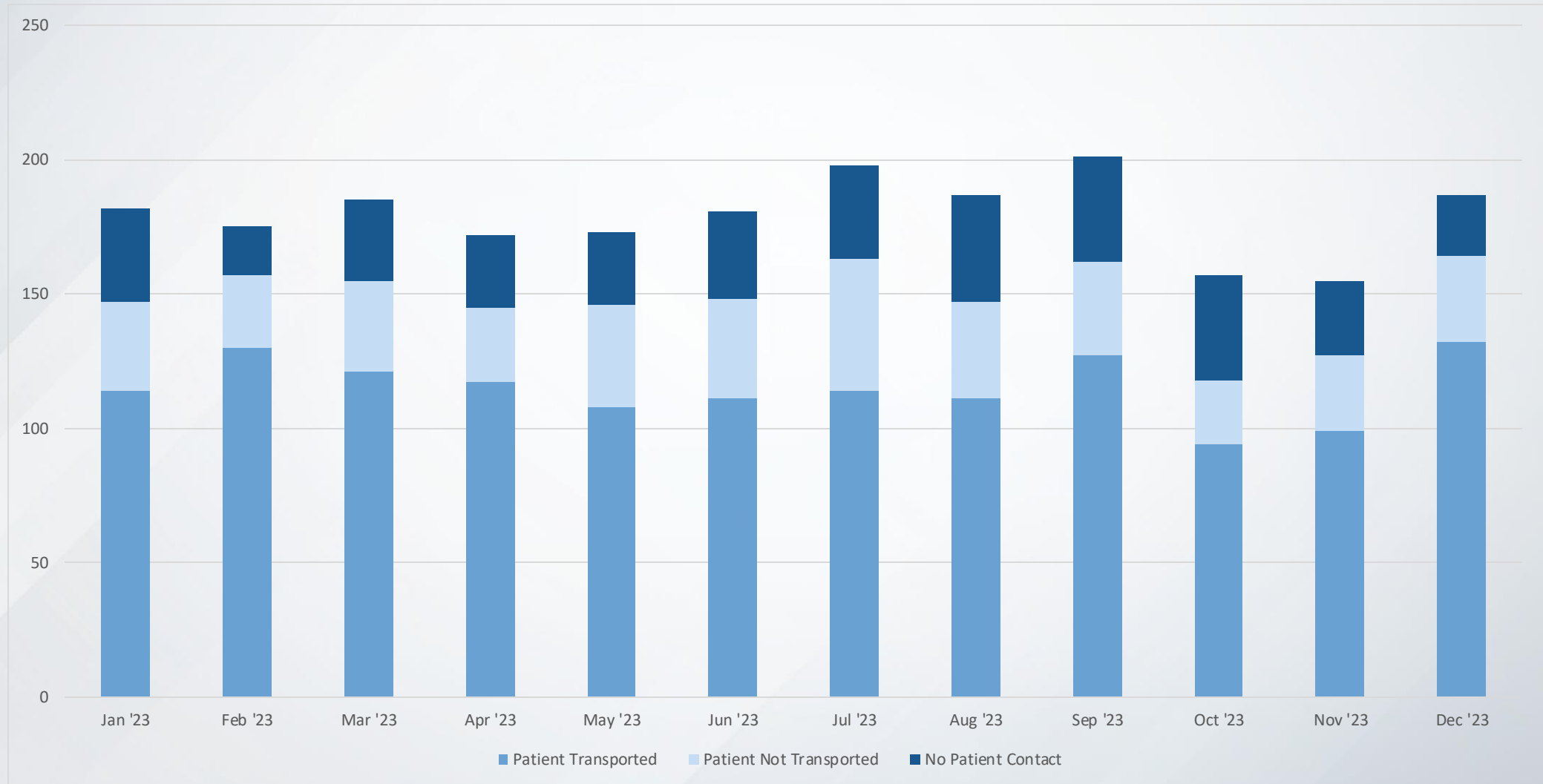
135 Team Members
126 Patient Care Providers



ACCREDITATION



CALL VOLUME & DISPOSITION



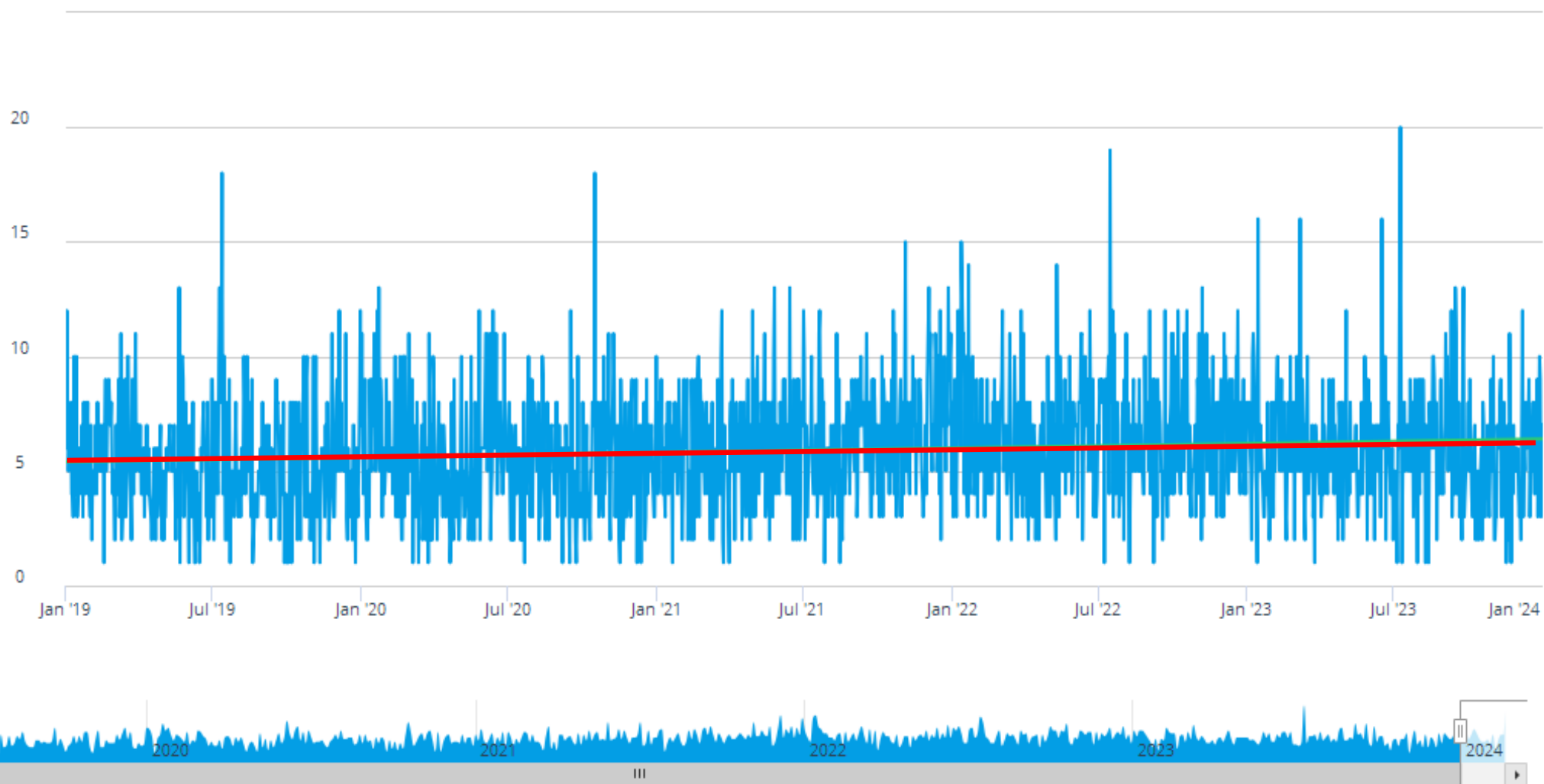
RESPONSE VOLUME 2019 - 2023

60%
TRANSPORTS
Percentage of Patient Encounters

16%
NON TRANSPORTS
Percentage of Patient Encounters

23%
OTHER DISPOSITIONS
Percentage of Patient Encounters

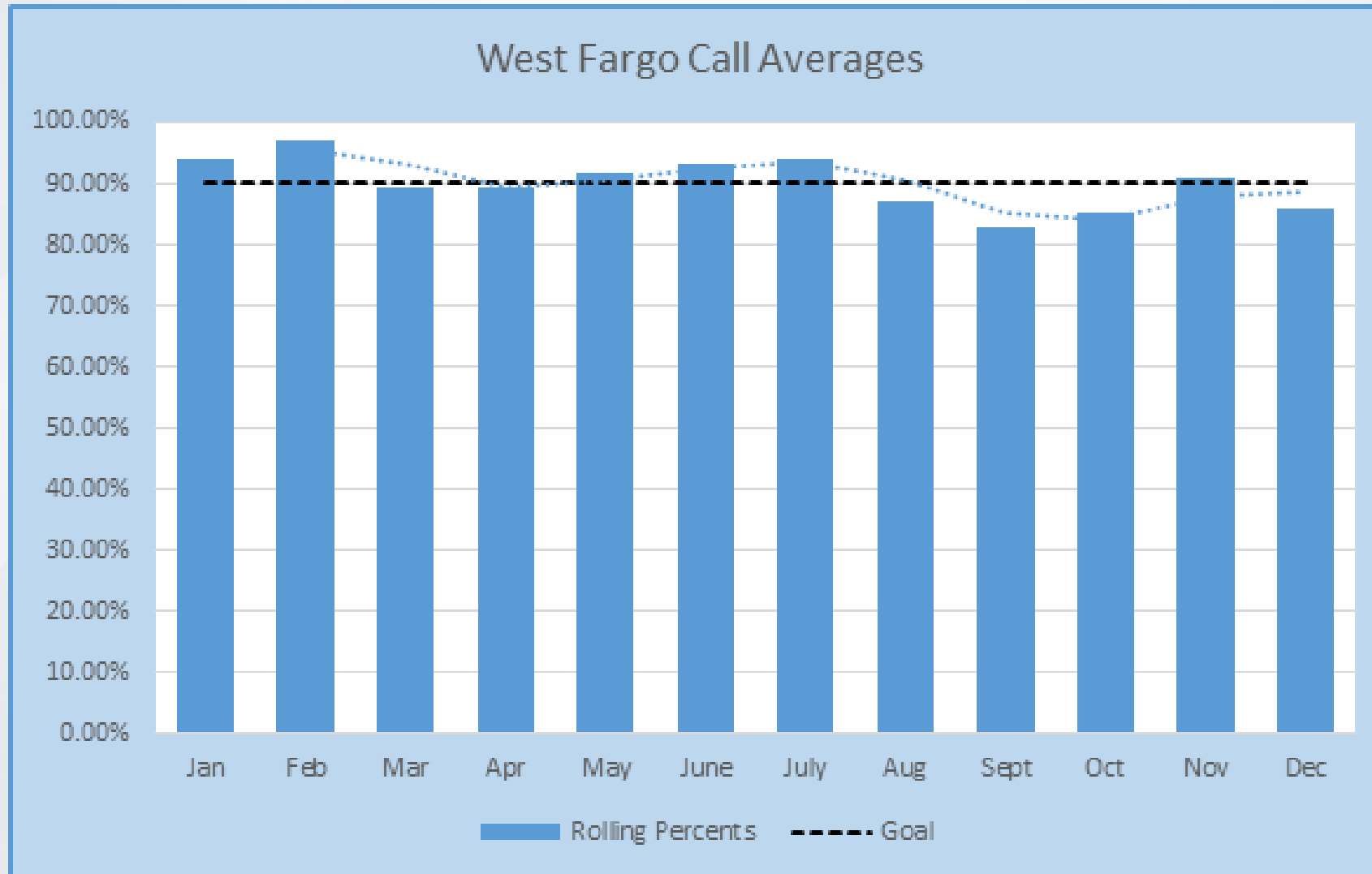
10,766
RECORDS
In Selected Time Slice



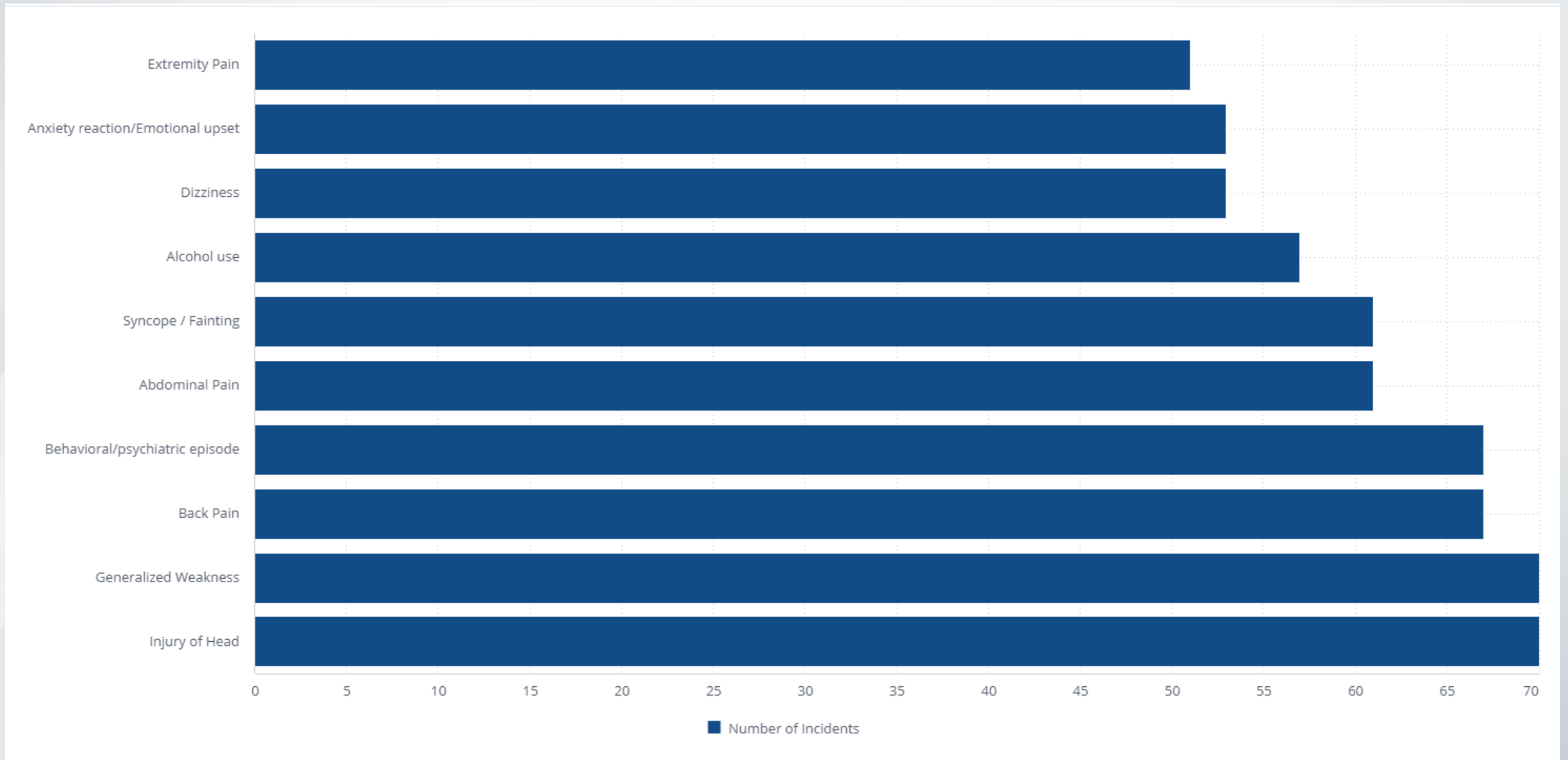
RESPONSE VOLUMES



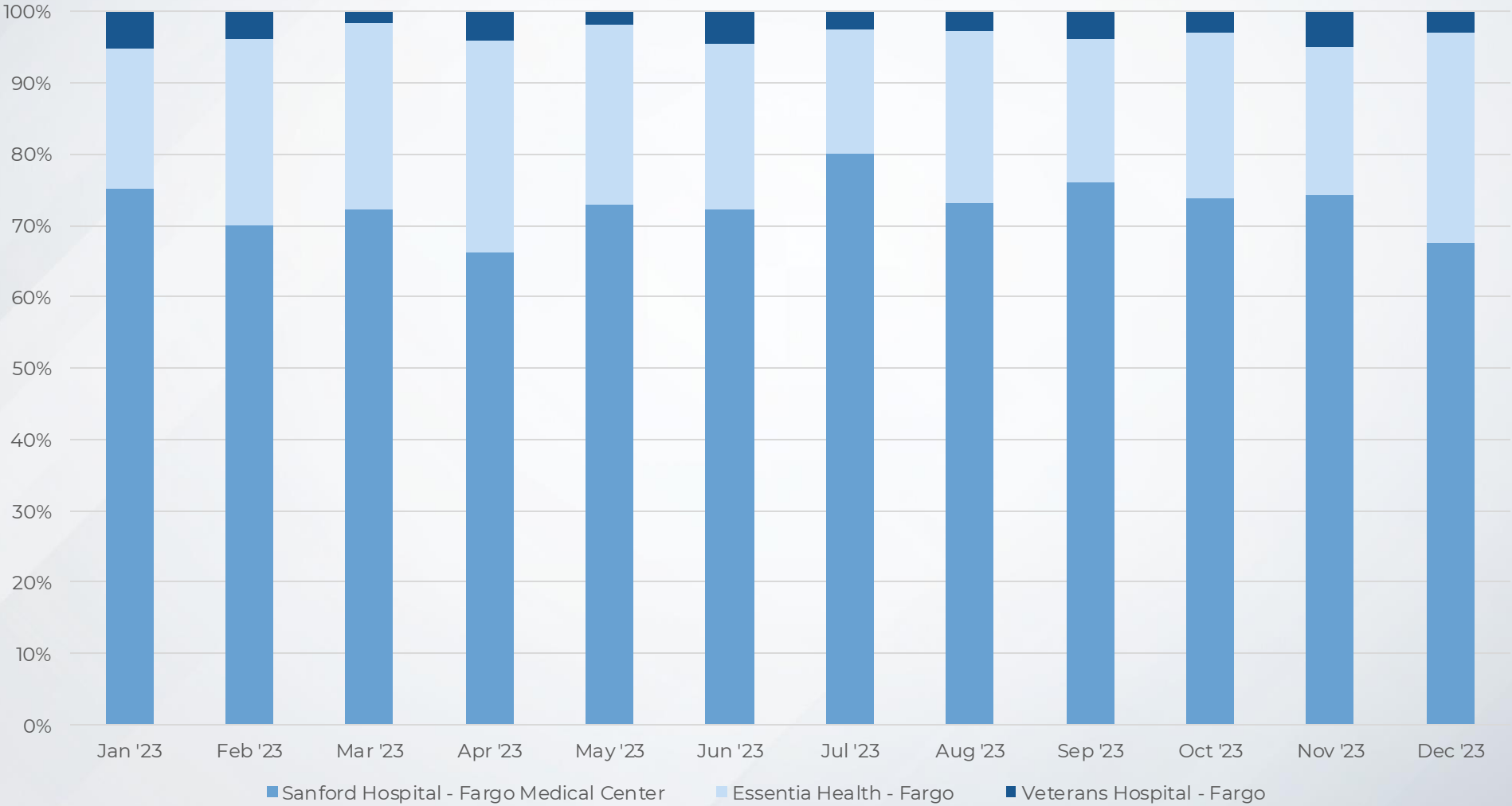
EMERGENT RESPONSE PERFORMANCE



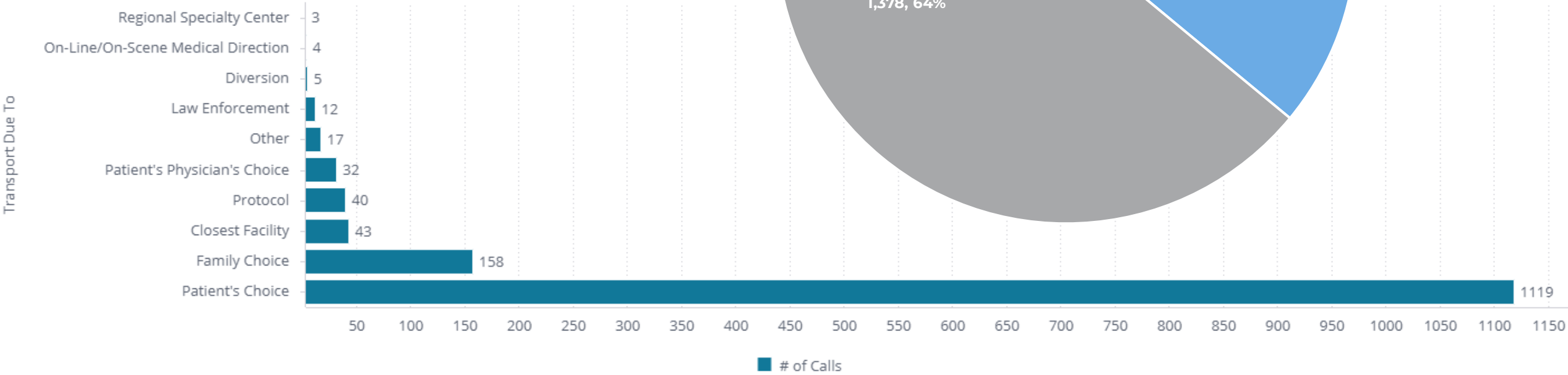
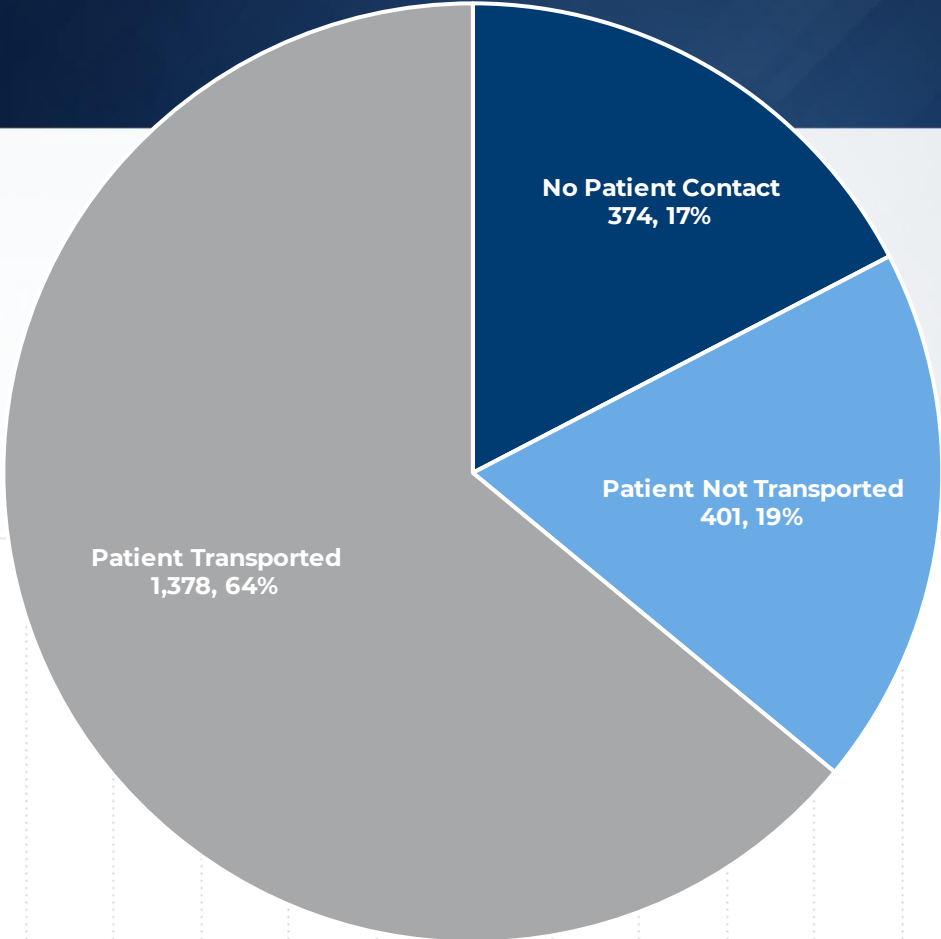
TOP 10 PRIMARY IMPRESSIONS



DESTINATIONS



DESTINATION CHOICE



CARDIAC & STROKE CARE

2023 Mission: Lifeline® EMS Recognition

The American Heart Association proudly recognizes

Sanford Ambulance - Fargo Fargo, ND

**Mission: Lifeline®-EMS – GOLD with Target: Heart Attack Honor Roll
Achievement Award**

The American Heart Association/American Stroke Association recognizes this prehospital provider organization for demonstrating continued success in using the **Mission Lifeline®** program.

Thank you for applying the most up-to-date evidence-based treatment guidelines to improve patient care and outcomes in the community you serve.*

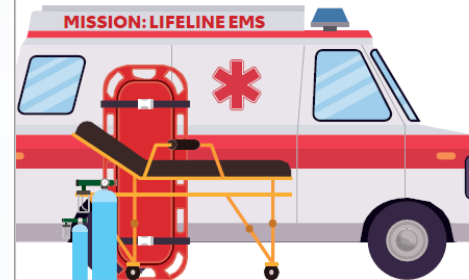


Nancy Brown
Chief Executive Officer
American Heart Association



Michelle A. Albert, MD, MPH, FACC, FAHA
President
American Heart Association

*For more information, please visit [Heart.org/MissionLifeline](https://heart.org/MissionLifeline)



The American Heart Association is excited to continue recognizing EMS agencies for applying the most up-to-date evidence-based treatment guidelines to improve care and outcomes in the communities they serve.

Prehospital personnel are the first providers of care to patients suffering from cardiac emergencies. The role of EMS in the system-of-care for these patients is crucial and often sets the course for the patient's outcome.

For additional Mission: Lifeline EMS Recognition information, please visit www.heart.org/missionlifeline or email MissionLifeline@heart.org.

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2024 EMS RECOGNITION CRITERIA (based on 2023 data)

Mission: Lifeline EMS Award

- AHAEMS1 Pre-arrival notification for suspected stroke
- AHAEMS2 Documentation of last known well for patients with suspected stroke
- AHAEMS3 Evaluation of blood glucose for patients with suspected stroke
- AHAEMS4 Stroke Screen Performed and Documented
- AHAEMS5 12-lead ECG performed within 10 minutes for suspected heart attack
- AHAEMS6 Aspirin administration for STEMI-positive ECG
- AHAEMS7 Pre-arrival notification ≤ 10 minutes for STEMI positive ECG

Volume Criteria: At least 4 patients for the calendar year (>1 STEMI patient and >1 Stroke Patient)

Mission: Lifeline System of Care Target Heart Attack Award

- AHAEMS8 EMS First Medical Contact (FMC) to PCI ≤ 90 minutes for Patients with STEMI
- AHAEMS9 Door to Thrombolytic Administration ≤ 30 minutes for Patients with STEMI

Volume Criteria: At least 4 STEMI patients for the calendar year

AWARD LEVELS



Aggregated annual compliance of ≥75% for all required measures and Silver or Gold award in 2022



Aggregated annual compliance of ≥75% for all required measures

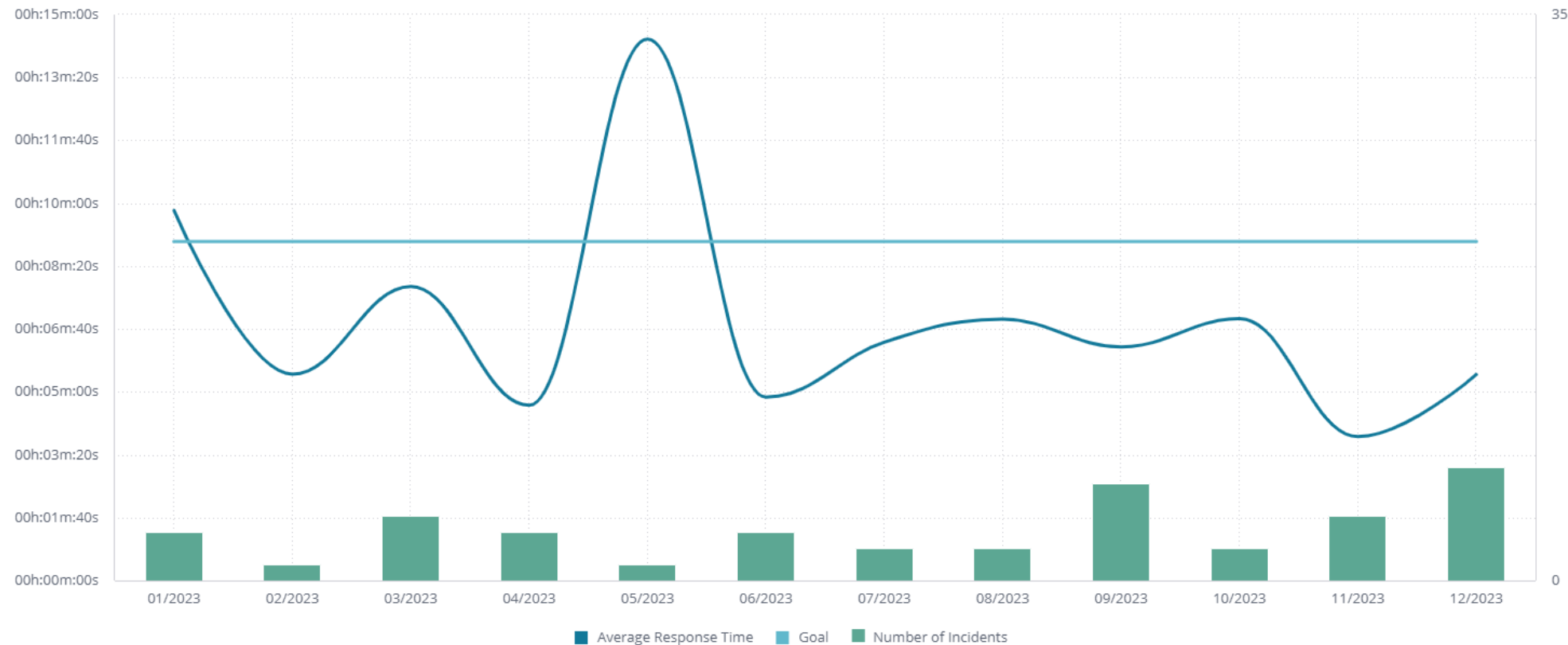


At least one calendar quarter of compliance ≥75% for all required measures

TIME SENSITIVE PATIENTS

- Average Response Time 6:19

Response Times for Time Sensitive Syndromes

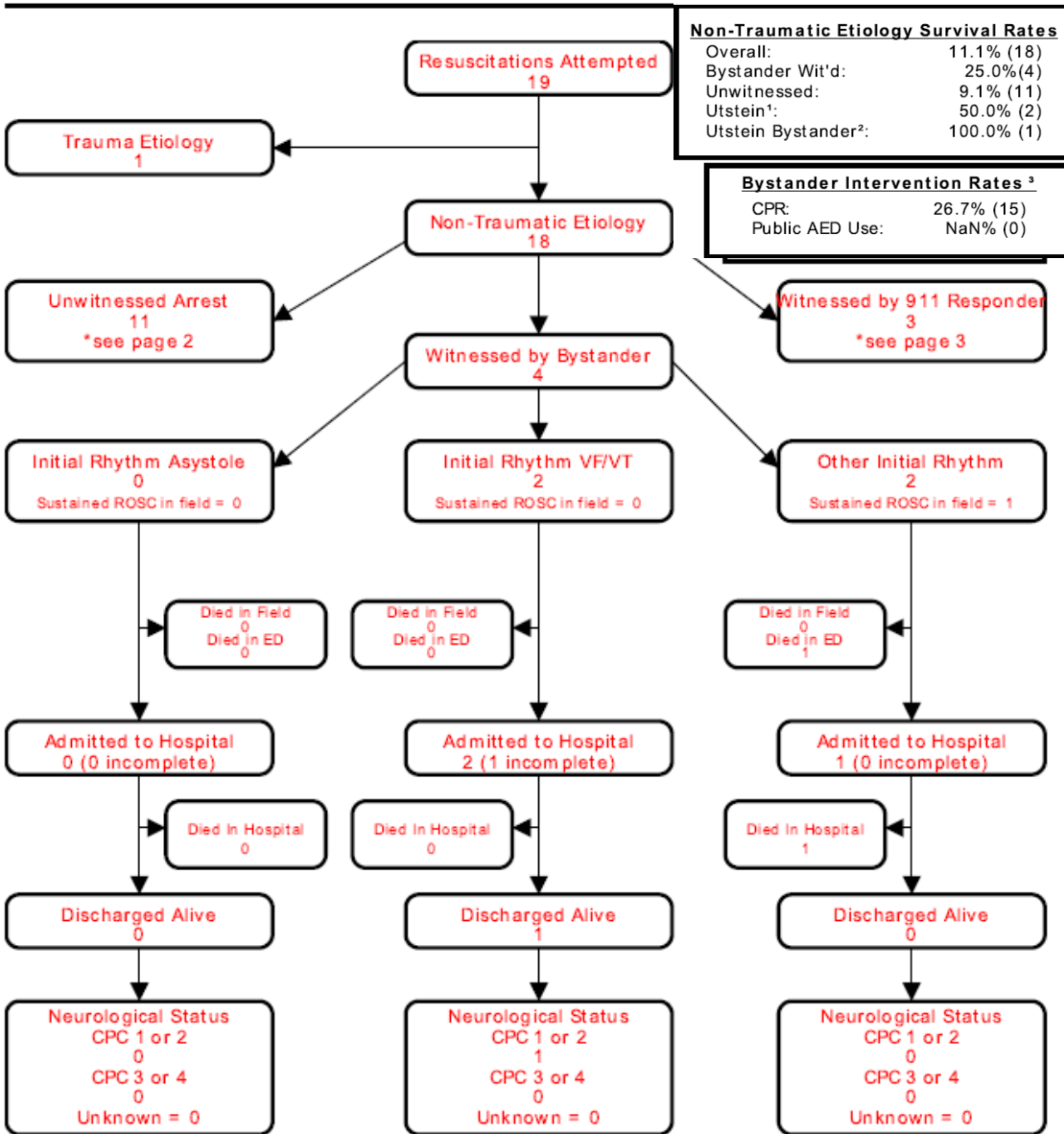


- Stroke - 12
- STEMI - 1
- Critical - 2
- Trauma - 24

Utstein Survival Report

Sanford Ambulance

First Responder: West Fargo Fire Department | Date of Arrest: 01/01/23-12/31/23



CARDIAC REGISTRY TO ENHANCE SURVIVAL (CARES)

- 2022 National Annual Report
 - Median response time 7.8 minutes
 - 40% received bystander CPR
 - 11.3% had bystander applied AED
 - 9.3% survived to hospital discharge
- Utstein = 30.7%
- Utstein Bystander = 34.3%
 - Bystander provided CPR and/or AED

<https://mycares.net>

¹Utstein: Witnessed by bystander and found in shockable rhythm.

²Utstein Bystander: Witnessed by bystander, found in shockable rhythm, and received some bystander intervention (CPR and/or AED application).

³Bystander CPR rate excludes 911 Responder Witnessed, Nursing Home, and Healthcare Facility arrests. Public AED Use rate excludes 911 Responder Witnessed, Home/Residence, Nursing Home, and Healthcare Facility arrests.

*Only data from the previous calendar year is fully audited. Data from the current calendar year is dynamic.

THANK YOU





To: West Fargo City Commission

From: Ec. Development Manager Casey Sanders-Berglund

Date: March 4th, 2024

Subject: Fargo Moorhead EDC 2023 Recap and Data

Action: Informational only

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer
Secondary Portfolio:
Police and Fire

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire
Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation
Secondary Portfolio:
Administration and Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering
Secondary Portfolio:
Sanitation

Administration

Dustin Scott,
Assistant Administrator
Emily Hagemeister,
Executive Assistant

Summary:

The Greater Fargo Moorhead Economic Development Corporation is a no-profit organization that serves as a business concierge to primary-sector companies in the region. Helping them to retain and attract workforce, expand business operations, and connect to a wide array of incentives, programs, and resources.

The City of West Fargo is a community partner with the GFMEDC. Through this partnership there are many opportunities to share resources, find support, as well as grow relationships with the business community.

One of the goals of the GFMEDC is to have 150 strategic conversations with primary sector companies. With 46 of those companies being located in West Fargo we have the opportunity to work together to cultivate a synergistic approach to support and knowledge.

The feedback offers one off follow ups at times. However, overall, as the data is collected patterns emerge or show opportunities in which both the city staff, GFMEDC, and other business partners can rely on as a voice directly from our local businesses.

Information provided here today is to offer a snapshot of the region while offering an insight into the City of West Fargo's status and opportunities.

Action:

No action needed. Informational Only



RYAN AASHEIM

CHIEF BUSINESS DEVELOPMENT OFFICER
Greater Fargo Moorhead EDC

Successful Project Activity in West Fargo (2019-2023)

224

Direct Jobs Created

270K

Sq Ft

Utilized Real Estate

\$57.4
MILLION

Capital Investment

Project Activity

23

**SUCCESSFUL PROJECTS
COMPLETED BETWEEN
2019-2023**

18%

**OF TOTAL GFMEDC
SUCCESSFUL PROJECTS**

4

**ACTIVE PROJECTS IN
PIPELINE**



HELPING PRIMARY-
SECTOR COMPANIES

ANATOMY OF A BRE VISIT



Anatomy of our Business Retention & Expansion (BRE) Program (how we support primary-sector company success)

The Greater Fargo Moorhead Economic Development Corporation (GFMEDC) is a non-profit organization that serves as a business concierge to primary-sector companies in the region – helping them to retain and attract workforce, expand business operations, and connect to a wide array of incentives, programs, and resources. Our goals are tied to ensuring our region's primary-sector companies reach their goals. We serve to cultivate an economic environment where all people and organizations flourish.

SCAN TO TAKE
OUR BRE SURVEY

Joey Ness
Vice President of
Business Development

701.205.8198 | JNESS@FMEDC.COM | 51 BROADWAY N | FARGO, ND 58102 | WWW.GFMEDC.COM

MINDING OUR OWN BUSINESS(ES) DATA TO DRIVE REGIONAL GROWTH

KNOWLEDGE • CONNECTIONS • GROWTH

POWERED BY Xcel Energy®

WHAT IS A BUSINESS RETENTION & EXPANSION (BRE) SURVEY?

Business Retention & Expansion (BRE) surveys are used by economic developers across the country to collect vital information from businesses including opportunities for expansion, challenges or barriers to growth, and input on community resources and amenities. The GFMEDC uses your response to prioritize how we can support your organization in the short-term, while collecting long-term aggregate data that provides useful insight into the economic trends our region is experiencing.

WHO BENEFITS FROM YOUR PARTICIPATION?

YOUR BUSINESS

Last year, the GFMEDC completed projects with 28 primary-sector companies, resulting in \$476 million in capital investment, 253 projected new jobs, and 510,000 square feet in facility expansion – many of these resulting from relationships developed through BREs.

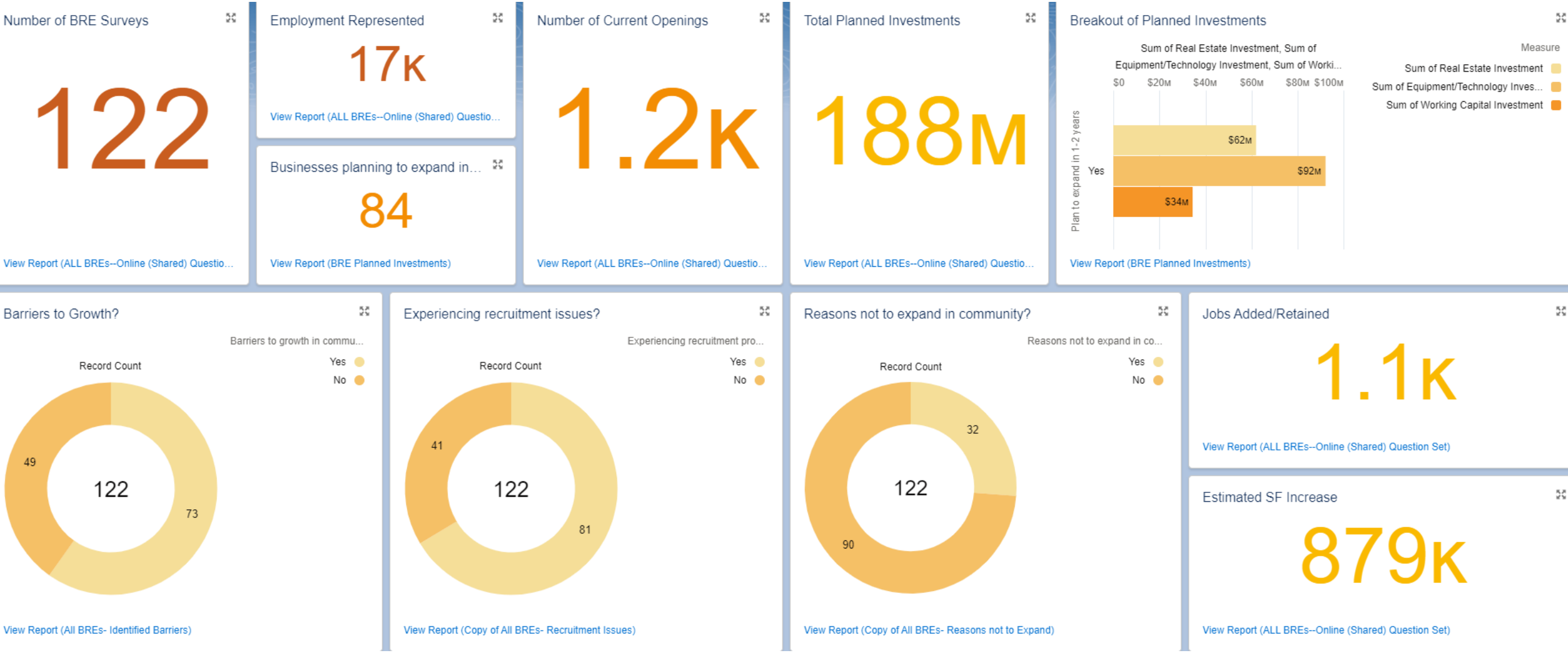
OUR REGIONAL ECONOMY

By collecting honest feedback from businesses on our region's community services including educational institutions, utilities, transportation, and business support organizations, the GFMEDC is able to identify trends and opportunities for improvement with our partners to advocate for local and state policy changes to create the most business-friendly climate possible.

OUR NON-PROFIT CHARITY PARTNERS

The GFMEDC's commitment to human flourishing extends to our charitable partners who are working for the greater good. The GFMEDC has donated more than \$3,000 since 2021 to organizations including the United Way of Cass-Clay, Homeward Animal Shelter, Ronald McDonald House, Roger Maris Cancer Center, Great Plains Food Bank, and the F5 Project.

2023 Regional BRE Dashboard



2023 West Fargo BRE Dashboard



Number of BRE Surveys

18

[View Report \(ALL BREs--Online \(Shared\) Question Set\)](#)

Businesses planning to expand in 1-2 years

9

[View Report \(BRE Planned Investments\)](#)

Employment Represented

594

[View Report \(ALL BREs--Online \(Shared\) Question Set\)](#)

Total Planned Investments

38M

[View Report \(ALL BREs--Online \(Shared\) Question Set\)](#)

Breakout of Planned Investments

Measure	Investment Amount
Sum of Real Estate Investment	\$21M
Sum of Equipment/Technology Investment	\$13M
Sum of Working Capital Investment	\$2.8M

[View Report \(BRE Planned Investments\)](#)

Estimated SF Increase

190k

[View Report \(ALL BREs--Online \(Shared\) Question Set\)](#)

Jobs Added/Retained

78

[View Report \(ALL BREs--Online \(Shared\) Question Set\)](#)

Barriers to Growth?

Response	Count
Yes	7
No	11
Total	18

[View Report \(All BREs- Identified Barriers\)](#)

Experiencing recruitment issues?

Response	Count
Yes	9
No	9
Total	18

[View Report \(Copy of All BREs- Recruitment Issues\)](#)

Reasons not to expand in community?

Response	Count
Yes	4
No	14
Total	18

[View Report \(Copy of All BREs- Reasons not to Expand\)](#)

Unfilled positions are:

Status	Count
Increasing	3
Stable	10
Decreasing	5

[View Report \(Copy of ALL BREs- Unfilled positions\)](#)

Number of Current Openings

48

[View Report \(ALL BREs--Online \(Shared\) Question Set\)](#)

Primary-Sector Plans for Expansion

9 of 18

\$38M

78 Jobs

190k Sq. Ft. Increase



Workforce and Barriers in the Community

61%

Companies noted there are barriers to growth in the community

50%

Companies are experiencing recruitment issues

22%

Companies shared reasons for not expanding in this community

Document Ready Sites

- **4 Certified Sites in Metro**

1. MCCARA Industrial (Moorhead)
2. Veteran's Industrial (Fargo)
3. Dakota Commerce Center North (Fargo)
4. Crossroads (Fargo)

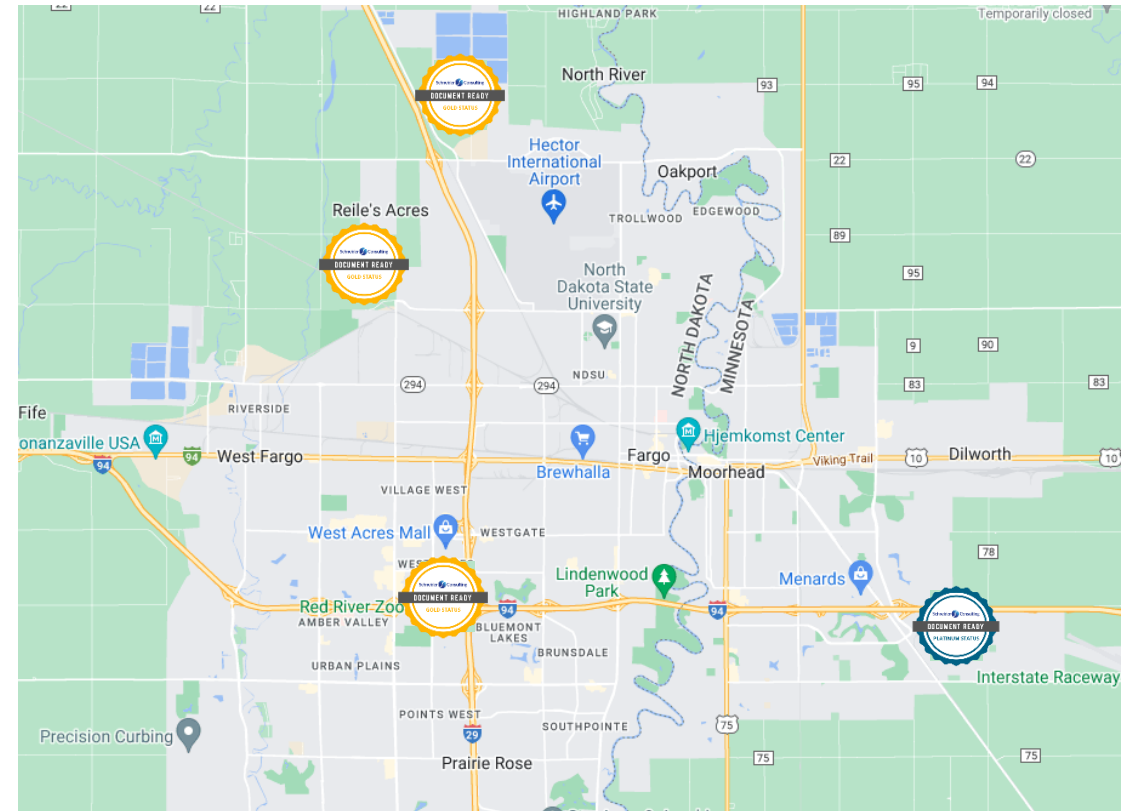


- **Pipeline Sites**

1. NDSU RTP
2. Hector Airport
3. Moorhead MEGA Site
4. Campbell Industrial – rail

- **Marketing/Promotion**

1. Site Selectors Guild Conference – April 2024
2. Digital Campaign - promoting region & sites
 - 5 Digital Campaigns last year, with another one this year to over 70 Site Selectors
3. GLS Consultants – August 2nd marketing & coms strategy
4. Schneider Consulting meeting with City Staff in November 2023 to discuss Lagoon Site



LocationOne Tool (LOIS)



 BUILDINGS

 SITES

 AREAS

 MY FOLDERS

 SEARCH

Showing 50 of 55 buildings by Sqft High ▾

 Add All To Folders

 Remove All From Folders



2515 E 6th Street

West Fargo, ND

30,400 SF





615 W Main Avenue

West Fargo, ND

14,784 SF





1042 E 14 Avenue

West Fargo, ND

9,765 SF





320 W 8th Street

West Fargo, ND

9,600 SF



 LAYERS

 DRAW

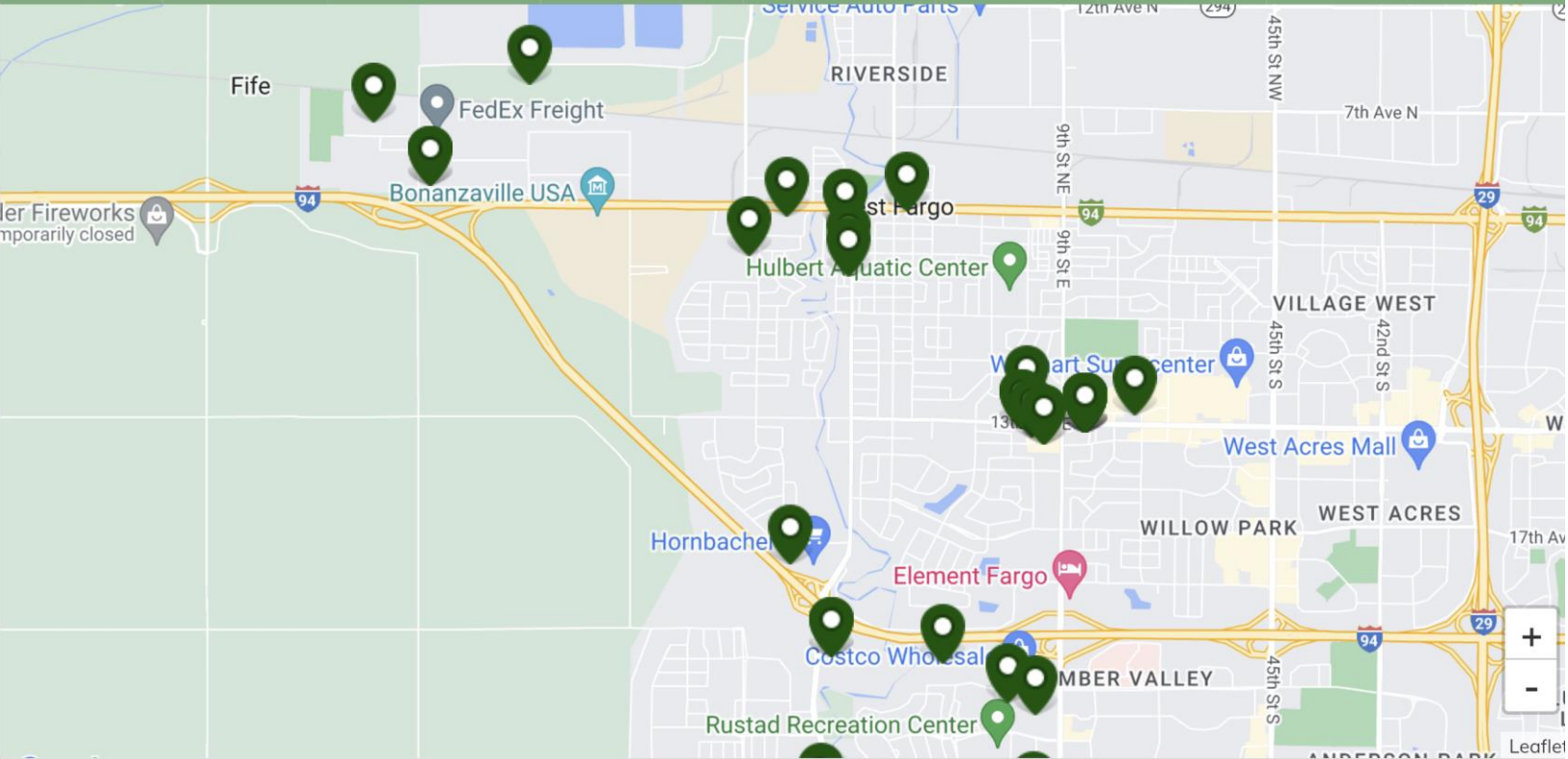
 HEAT MAPS

 MAP VIEWS

 MEASURE

 SHARE

 RESET



 **LADG**
Lake Agassiz Development Group

Thank you!

Page 87 of 304

Growth Initiative Fund

Community Contributions



The public entities contributed approximately \$7.3 million into the GIF, primarily during the years of 1997-2001.

Community Funding Source	Funds Contributed	Percentage of Total GIF Fund
Cass County	\$4,221,276	57.9%
Fargo	\$2,743,143	37.6%
West Fargo	\$330,985	4.5%
Total	\$7,295,404	100%

Growth Initiative Fund (1994-2024)



**FARGO
MOORHEAD**
ECONOMIC DEVELOPMENT

All Funded Loan Activity By City Through 2022	# Loans	GIF Loan Amounts	BND Matching Grants	New Full-Time Jobs	Square Feet Utilized	Estimated Capital Investment
Fargo	200	\$13,284,622	\$22,172,549	5,347	3,773,000	\$426,467,000
West Fargo	66	\$4,056,198	\$7,619,412	1,117	1,767,000	\$175,808,000
Cassellton	11	\$734,542	\$1,398,831	77	170,000	\$21,043,000
Horace	7	\$890,089	\$1,692,583	112	187,000	\$25,810,000
Mapleton	4	\$404,907	\$859,046	127	184,000	\$19,021,000
Kindred	2	\$78,332	\$859,046	3	3,200	\$1,632,500
Davenport	1	\$2,990	\$5,551	3	0	\$72,000
Enderlin	1	\$5,600	\$10,634	4	6,000	\$745,000
Total	292	\$19,457,281	\$33,930,799	6,790	6,091,000	\$670,598,000



FARGO
MOORHEAD
ECONOMIC DEVELOPMENT

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # _____

1. CONTACT PERSON: Lisa Sankey

2. PHONE NUMBER: 515-5376 DATE: February 27, 2024

3. AGENDA TITLE:

A23-26 Wehri Residence Subdivision Final Plat Approval and Approval of Conditional Use Permit for a non-farm single family residential use in an agricultural district.

4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:

Request for approval of a Conditional Use Permit to a non-farm single family residential use in an agricultural district and approval of Final Plat for proposed Wehri Residence Subdivision. At their October 10, 2023 meeting the Planning & Zoning Commission recommended approval of the subdivision and conditional use permit with conditions of approval as noted in the staff report, which have been satisfied and are incorporated into the CUP Agreement.

6. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):

Located at 1215 9th Street NW (Parcels located in NW¼ SE ¼ of Section 31, T140N, R49W [Reed Township], Cass County, North Dakota).

6. ACTION BEING REQUESTED FROM CITY COMMISSION:

Approve the Final Plat and Conditional Use Permit and Agreement to allow the applicant to construct a non-farm single family dwelling in an agricultural district.

STAFF REPORT

A23-26 SUBDIVISION & CONDITIONAL USE PERMIT	
Wehri Residence Subdivision	
1215 9 th Street NW (Parcels located in NW¼ SE ¼ of Section 31, T140N, R49W [Reed Township], Cass County, North Dakota)	
Owner/Applicant: Chris & Kari Wehri	Staff Contact: Lisa Sankey
Planning & Zoning Commission Public Hearing:	10-10-2023 - Approved
City Commission:	03-04-2024

PURPOSE:

Subdivide for a non-farm single-family residential use in an A: Agricultural zoning district.

STATEMENTS OF FACT:

Existing Land Use:	Non-Farm Single-Family Residential
Land Use Classification:	G-1 Sub-Urban – Restricted Growth Sector
Current Zoning District(s):	A: Agricultural
Zoning Overlay District(s):	None
Total area size:	6.9 acres
Proposed Lot Size(s):	Lot 1 – 3.4 Acres; Lot 2 – 3.5 Acres
Adjacent Zoning Districts:	A: Agricultural
Adjacent street(s):	No adjacent public streets. Access from 19 th Avenue NW via a private drive referred to as 9 th St NW
Adjacent Bike/Pedestrian Facilities:	None
Available Parks/Trail Facilities:	None
Land Dedication Requirements:	Park dedication required for the undeveloped lot in the subdivision.

DISCUSSION AND OBSERVATIONS:

- The property is in the City's extraterritorial (ET) area east of the West Fargo Municipal Airport.
- The applicant submitted an application for a conditional use permit and subdivision.
- The applicant intends to construct a new single family dwelling on proposed Lot 1 as reflected on the preliminary site plan.
- The current use of a non-farm single-family dwelling on proposed Lot 2 is considered a conditional use within the Agricultural District and was in place at the time of adoption into the City's ET jurisdictional boundary. Under Section 4-477, uses allowed as conditional uses without further action are deemed to be considered a conforming use in such district.
- The property is within a Special Flood Hazard Area (SFHA) Zone AE, as well as adjacent to a Floodway Zone AE along the eastern edge of the property. The new building would be required to meet all applicable Federal, State, and Local regulations.
- There are no available City services to the lot and it is accessed through private drive, which will be required to be reviewed prior to final consideration. Under the subdivision ordinance 4-0406.3A Frontage on Improved Roads, all proposed subdivisions shall have frontage on and access from an existing improved street shown on the Official City Map. If no such street is shown on the map,

STAFF REPORT

access and frontage must be shown on an existing recorded plat and must be suitably improved in accordance with applicable city, township, county, or state specifications. Permanent access easement documents from adjacent property owners have been signed and recorded.

- Public Dedication is a requirement as part of the platting. Staff recommends deferment of public dedication, as opposed to land dedication or cash-in-lieu at this time. The public dedication agreement has been signed and received.
- A conditional use permit agreement is required to be signed prior to final approval/issuance of the Conditional Use Permit and may include conditions deemed appropriate by the Commission.

CRITERIA FOR GRANTING CONDITIONAL USE PERMIT:

With reference to the criteria for granting conditional uses, the following is noted:

1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
 - Access to the property would be limited and possibly problematic at time of spring flooding is and has been historically an issue. Cass County and City of West Fargo Engineering have both commented regarding the potential for flooding within this area. Staff has reached out to Cass County Engineering, City Engineering, Reed Township and Fire Departments for comments.
 - ***Update - The CUP agreement has been signed and received by the applicant and contains acknowledgement by the applicant of the potential for loss of access to the property during flood events.***
 - Applicant has provided permanent access easement documents from adjacent property owners with access via 19th Avenue, which have been signed and recorded.
2. Off-street parking and loading areas where required, with particular attention to the items in (1) above and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district.
 - No concerns noted.
3. Refuse and service areas, with particular reference to the items in (1) and (2) above.
 - No concerns noted.
4. Utilities, with reference of locations, availability, and compatibility.
 - For the foreseeable future, the City has no way to provide utilities to this property, as it does not currently touch public right-of-way and no utility easements exist or are planned.
5. Screening and buffering with reference to type, dimensions, and character.
 - It is assumed that the property owner would understand the adjacency to an airport will create a noise that would be difficult to buffer from.
6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.
 - No concerns noted.
7. Required yards and other open space.
 - No concerns noted.
8. Soil conditions, as they relate to on-site sewage disposal, water supply, basement excavating, road construction and related land use.
 - No concerns noted.
9. General compatibility with adjacent properties and other property in the district.

STAFF REPORT

- As surrounding areas urbanize in the future, there may be large special assessments levied against these properties.
 - ***Update, the CUP agreement has been signed and received by the applicant and contains an acknowledgement by the applicant of the potential for future large special assessments, due to large lot size.***

NOTICES:

Sent to: Property owners within 350', Applicable Agencies and Departments, including Reed Township officials, Cass County Planning and the Cass County Sanitarian.

Comments Received:

- The County Engineer commented on the potential for flooding until the FM Diversion is complete.

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

- The G-1 Sub-Urban - Restricted Growth Sector includes areas between the current and proposed diversion that may have new development potential with construction of the FM Diversion. The G-1 area identifies significant tracts of land that are currently rural, but where directed and well-planned new development could occur around the identified potential Future Mixed-Use and Employment Centers. Therefore, major development without City services is not consistent with the Comprehensive Plan.
- However, in this instance, this application could be viewed as consistent with West Fargo 2.0, as opposed to the same request elsewhere in the ET area, as future high-density urban development is unlikely in this area due to lack of access and the applicant is essentially replacing an old house with a new house.
- Leaving the property zoned as Agricultural and meeting the provisions of City Ordinances as a conditional use permit would allow for the construction of a non-farm single family dwelling with certain conditions of the ordinance as well as any deemed necessary by the City Commission prior to final approval.

PLANNING & ZONING RECOMMENDATION:

At their October 13, 2023 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the subdivision and conditional use permit with conditions as listed below, which have since been satisfied:

1. Proof or establishment of legal access to the property, in a form approved by the City Attorney and City Planner, prior to final review and approval by the City Commission.
2. Acknowledgement and/or waiver of right to protest future special assessments.
3. With the applicant intending to demolish the older farmhouse on proposed Lot 2, one dwelling unit per lot would be appropriate.
4. Signed Conditional Use Permit Agreement is received.

STAFF REPORT

RECOMMENDATIONS:

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

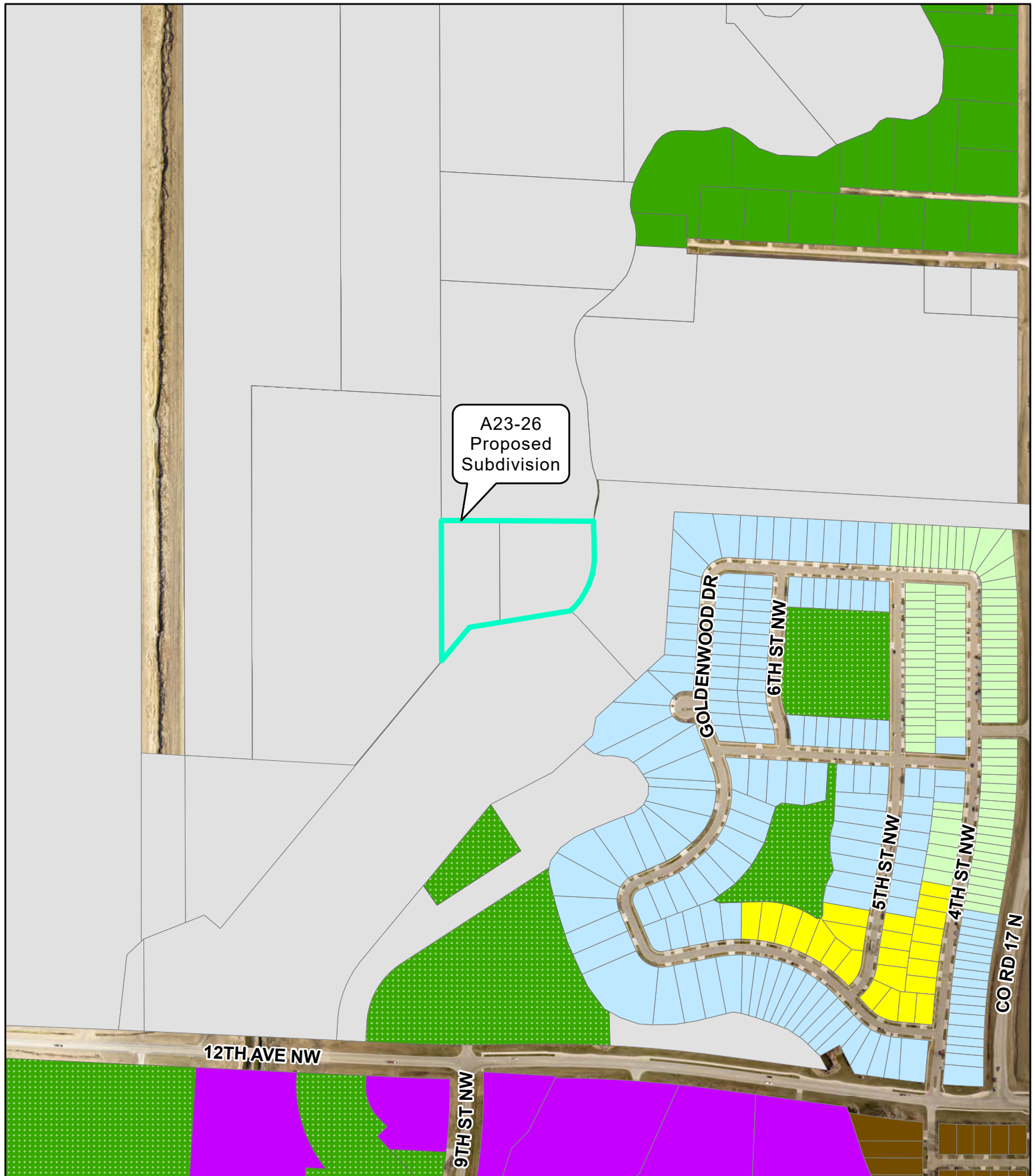
Attachments

- Aerial map
- Zoning map
- Final Plat
- Preliminary plat with aerial imagery
- Site Plan
- Conditional Use Permit Agreement
- Public Dedication Agreement



Features

 Agenda Zone  Lots



West Fargo Zoning

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

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

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

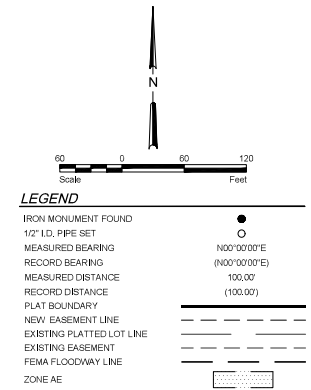
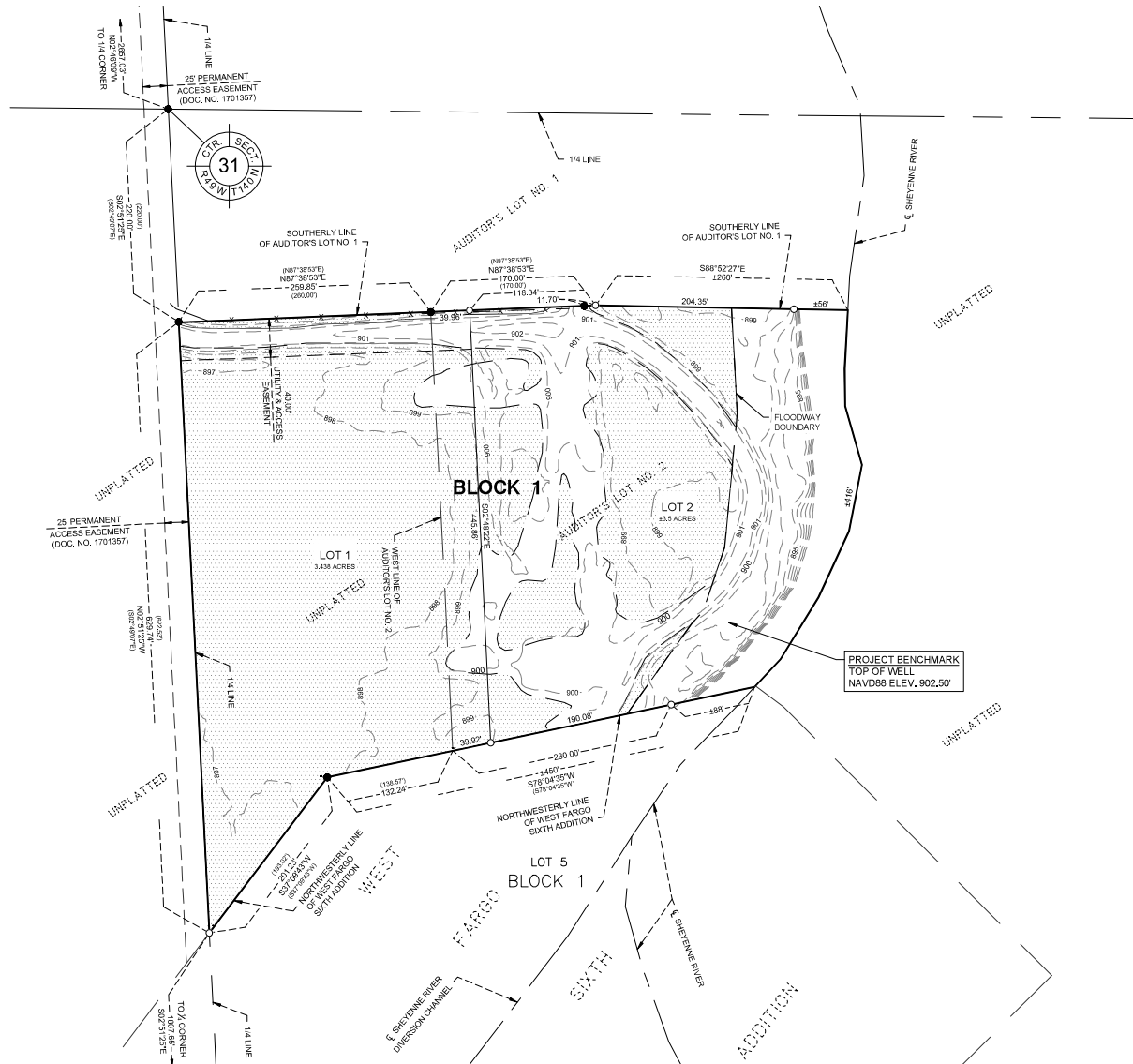


0 500 1,000 US Feet

WEHRI RESIDENCE SUBDIVISION

BEING A REPLAT OF A PORTION OF AUDITOR'S LOT NO. 2, NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
AND A PLAT OF PART THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
ALL IN SECTION 31, T. 140 N., R. 49 W., 5th P.M.

CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA



BEARINGS SHOWN ARE BASED ON THE NORTH DAKOTA STATE PLANE COORDINATE SYSTEM (NAD83) - SOUTH ZONE

NOTES

1. PORTIONS OF THE PROPERTY ARE SITUATED IN ZONE AE AS DEPICTED ON FEMA FIRM PANEL 38017C0596G, DATED JANUARY 16, 2015.
2. ELEVATION DATUM = NAVD 1988
3. BASE FLOOD ELEVATION = 899.8'

WEHRI RESIDENCE SUBDIVISION

BEING A REPLAT OF A PORTION OF AUDITOR'S LOT NO. 2, NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
AND A PLAT OF PART THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
ALL IN SECTION 31, T. 140 N., R. 49 W., 5th P.M.

CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA

OWNER'S CERTIFICATE AND DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS: That Christopher Wehri and Kari Wehri, husband and wife; and Viking Properties LLC, a North Dakota limited liability company, are the owners and proprietors of that part of Auditor's Lot No. 2, Northwest Quarter of the Southeast Quarter, together with an unplatted portion of the Northwest Quarter of the Southeast Quarter, all in Section 31, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of the Southeast Quarter of said Section 31; thence South 02°51'25" East, along the west line of the Southeast Quarter of said Section 31, for a distance of 220.00 feet to the southwest corner of Auditor's Lot No. 1, Southeast Quarter, said Section 31, and the True Point of Beginning; thence North 87°38'53" East, along the south line of said Auditor's Lot No. 1, for a distance of 259.85 feet to the northwest corner of said Auditor's Lot No. 2; thence continue North 87°38'53" East, along the south line of said Auditor's Lot No. 1, and along the north line of said Auditor's Lot No. 2, for a distance of 170.00 feet; thence South 88°52'27" East, along the south line of said Auditor's Lot No. 1, and along the north line of said Auditor's Lot No. 2, for a distance of 260 feet, more or less, to the centerline of the Sheyenne River; thence southerly, along the centerline of said Sheyenne River, for a distance of 416 feet, more or less, to a point of intersection with the northwesterly line of West Fargo Sixth Addition; thence South 78°04'35" West, along the northwesterly line of said West Fargo Sixth Addition, for a distance of 450 feet, more or less, to a corner point on the northwesterly line of said West Fargo Sixth Addition; thence South 37°09'43" West, along the northwesterly line of said West Fargo Sixth Addition, for a distance of 201.23 feet to a point of intersection with the west line of the Southeast Quarter of said Section 31; thence North 02°51'25" West, along the west line of the Southeast Quarter of said Section 31, for a distance of 629.74 feet to the True Point of Beginning.

Said tract contains 6.9 acres, more or less.

And that said parties have caused the same to be surveyed and platted as **WEHRI RESIDENCE SUBDIVISION** to the City of West Fargo, Cass County, North Dakota, and do hereby dedicate to the current and future owners of Lot 2, the utility and access easement across Lot 1 as shown on this Plat.

With this Plat, Christopher Wehri and Kari Wehri, husband and wife, as grantor, hereby quit claims, releases and conveys to Viking Properties LLC, as grantee, any and all rights in Lot 2 as depicted on this Plat; and with this Plat, Viking Properties LLC, as grantor, hereby quit claims, releases and conveys to Christopher Wehri and Kari Wehri, husband and wife, as grantees, any and all rights in Lot 1 as depicted on this Plat, except for the easement being dedicated in the above paragraph.

OWNERS:

LOT 1:
Christopher Wehri and Kari Wehri, husband and wife

Christopher Wehri	Kari Wehri
State of North Dakota)	
County of Cass) ss	

On this _____ day of _____, 20____, before me personally appeared Christopher Wehri and Kari Wehri, husband and wife, known to me to be the persons who are described in and who executed the within instrument and acknowledged to me that they executed the same as their free act and deed.

LOT 2:
Viking Properties LLC

Christopher Wehri, Partner	Kari Wehri, Partner
State of North Dakota)	
County of Cass) ss	

On this _____ day of _____, 20____, before me personally appeared Christopher Wehri, Partner and Kari Wehri, Partner of Viking Properties LLC, a North Dakota limited liability company, known to me to be the persons who are described in and who executed the within instrument and acknowledged to me that they executed the same on behalf of said limited liability company.

Notary Public: _____

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:

I, Curtis A. Skarphol, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this _____ day of _____, 20____.

Curtis A. Skarphol, Professional Land Surveyor No. 4723

State of North Dakota)
County of Cass) ss

On this _____ day of _____, 20____, before me personally appeared Curtis A. Skarphol, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: _____

CITY ENGINEER'S APPROVAL:

Approved by the West Fargo City Engineer this _____ day of _____, 20____.

Daniel R. Hanson, City Engineer

State of North Dakota)
County of Cass) ss

On this _____ day of _____, 20____, before me personally appeared Daniel R. Hanson, West Fargo City Engineer, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: _____

WEST FARGO PLANNING COMMISSION APPROVAL:

Approved by the City of West Fargo Planning Commission this _____ day of _____, 20____.

Joseph F. Kolb, Chairman
West Fargo Planning Commission

State of North Dakota)
County of Cass) ss

On this _____ day of _____, 20____, before me personally appeared Joseph F. Kolb, Chairman, West Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of the West Fargo Planning Commission.

Notary Public: _____

WEST FARGO CITY ATTORNEY APPROVAL:

I hereby certify that proper evidence of title has been examined by me and I approve the Plat as to form and execution this _____ day of _____, 20____.

John T. Shockley, City Attorney

State of North Dakota)
County of Cass) ss

On this _____ day of _____, 20____, before me personally appeared John T. Shockley, City Attorney, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as City Attorney.

Notary Public: _____

WEST FARGO CITY COMMISSION APPROVAL:

Approved by the West Fargo City Commission this _____ day of _____, 20____.

Bernie L. Dardis
President of the West Fargo City Commission

Dustin T. Scott, City Auditor

State of North Dakota)
County of Cass) ss

On this _____ day of _____, 20____, before me personally appeared Bernie L. Dardis, President of the West Fargo City Commission; and Dustin T. Scott, City Auditor, City of West Fargo, known to me to be the persons who are described in and who executed the within instrument and acknowledged to me that they executed the same on behalf of the City of West Fargo.

Notary Public: _____

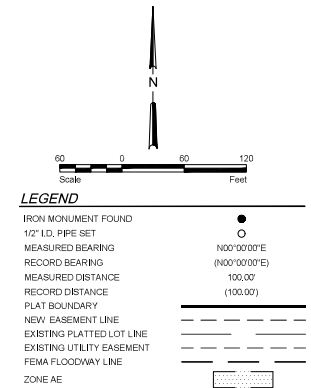


Sheet 2 of 2
Project No. 11929-0001

WEHRI RESIDENCE SUBDIVISION

BEING A REPLAT OF A PORTION OF AUDITOR'S LOT NO. 2, NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
AND A PLAT OF PART THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
ALL IN SECTION 31, T. 140 N., R. 49 W., 5th P.M.

CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA



BEARINGS SHOWN ARE BASED ON THE
NORTH DAKOTA STATE PLANE COORDINATE
SYSTEM (NAD83) - SOUTH ZONE

NOTES

1. PORTIONS OF THE PROPERTY ARE SITUATED IN ZONE
AE AS DEPICTED ON FEMA FIRM PANEL 38017C0568G,
DATED JANUARY 16, 2015.
2. ELEVATION DATUM = NAVD 1988
3. BASE FLOOD ELEVATION = 899.8'

PRELIMINARY PLAT 9/29/23

Conditional Use Permit

State of North Dakota,
County of Cass,
City of West Fargo

WHEREAS, **Chris and Kari Wehri** (hereinafter referred to as the “**Applicants**”) have paid the sum of two hundred and no/100 dollars (\$200.00) to the City of West Fargo (the “City”), as required by the City of West Fargo Zoning Ordinance, and has complied with all the requirements of said ordinance necessary for obtaining this permit; and

WHEREAS, the **Applicants** are the legal owners of property owned in the City’s Extraterritorial area; and

WHEREAS, the property is located on Lot 1, Block 1 of Wehri Residence Subdivision, Cass County, North Dakota, legally described as:

Lot 1, Block 1 of Wehri Residence Subdivision

(hereinafter referred to as the “Property”).

NOW, THEREFORE, by order of the West Fargo City Commission, the said Applicants are hereby issued a Conditional Use Permit to:

Construct a non-farm single family dwelling in the Agricultural Zoning District.

on the above-described Property with the following conditions:

1. Applicants obtain a soil sample and apply for their septic system construction prior to building.
2. Development as reflected on the submitted site plan within the agenda packet of the _____, 2024, City Commission meeting.
3. Final plat be approved and recorded for Wehri Residence Subdivision.
4. The Applicants shall provide the City Planner, in a form approved by the City Attorney and City, proof of legal access from a public right of way to Lot 1, Block 1 of Wehri Residence Subdivision so as to permit normal and reasonable access to Lot 1, Block 1 of Wehri Residence Subdivision, including vehicle, pedestrian and owner access via a recorded easement. Said easement shall be recorded prior to any construction occurring on the property.
5. Development be limited to one (1) single family dwelling unit per lot.
6. As surrounding areas urbanize in the future, there may be large special assessments levied against these properties. Applicants acknowledge that the property which is subject to this Conditional Use Permit may receive large special assessments that

could exceed \$100,000 in 2024 dollars and are hereby given notice that such assessments may occur.

7. Any and all claims that arise or may arise against Applicants, their agents, servants, or employees while engaged in the use of the Property, shall in no way be the obligation of the City of West Fargo. Furthermore, Applicants, their agents servants, employees, or assigns shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees, which the City, its officers or employees may hereafter sustain, incur, or be required to pay, in any way connected with the use of the Property or City actions related to the granting of this Conditional Use Permit.
8. Applicants agree and acknowledge that the issuance of this Conditional Use Permit does not guarantee the Applicants will be able to access the Property during or after spring or summer flooding events. The Applicants waive any and all claims against the City of West Fargo relating to or arising out of access to the Property during or after spring or summer flood events. The Applicants have been advised of the potential loss of access to the Property during spring or summer flooding events, and the City is not obligated to provide access to the Property during or after spring or summer flood events.
9. Any improvements made to the property in connection with this Conditional Use Permit shall be at the sole expense of the Applicants and shall not be the obligation of the City.
10. If Applicants fail to observe the terms and conditions of this Conditional Use Permit, the City may revoke this Conditional Use Permit. In such an event, the City will give owner at least a ten (10) day notice of a revocation hearing for the Conditional Use Permit, stating the time, place and purpose of such hearing. Upon such hearing, the City may revoke this Conditional Use Permit. If this Conditional Use Permit is revoked, Owner shall discontinue the conditionally permitted use from the property by the date stated by the City Commission at the hearing. Applicants shall pay as reasonable attorney's fees and court costs associated with the City's enforcement of the terms of this Conditional Use Permit.
11. This Conditional Use permit will not be in effect until such time as:
 - a) it is executed and recorded with the Cass County Recorder; and
 - b) the City of West Fargo is provided with recording information.
12. The obligations herein shall run with the Property and shall bind the Applicants and their successors and assigns.
13. Each provision, section, sentence, clause, phrase, and word of this Conditional Use Permit 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 Conditional Use Permit.

14. The Applicants acknowledge receipt of this Conditional Use Permit and agree to its terms and conditions.

Dated this ____ day of _____, 2024.

APPLICANTS:

Chris Wehri

Kari Wehri

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Chris Wehri and Kari Wehri, husband and wife, known to me to be the persons who are described in and who executed the above and foregoing document and acknowledged to me that they executed the same.

(SEAL)

Notary Public

Dated this ____ day of _____, 2024.

:

CITY OF WEST FARGO

Bernie L. Dardis, President of the Board
of City Commissioners

Dustin T. Scott, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie L. Dardis and Dustin T. Scott, known to me to be President of the Board of City Commissioners and City Auditor, respectively, of the City of West Fargo, that is described in and who executed the above and foregoing document and acknowledged to me that they executed the same on behalf of the City of West Fargo.

(SEAL)

Notary Public

DEDICATION DEFERRAL AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2024 (the “Effective Date”), by and between the City of West Fargo, North Dakota (the “City”) and Chris Wehri, Kari Wehri, and Viking Properties LLC (the “Developers”). The City and Developers are collectively referred to herein as the “parties”.

WHEREAS, the Developers are the legal and equitable owners of the following described property: all of the property within the Wehri Residence Subdivision, located within the extraterritorial jurisdiction of the City of West Fargo, Cass County, North Dakota (the “Property”); and

WHEREAS, the ordinances of the City of West Fargo require at the time of platting that certain property be dedicated to the public or a cash payment to be made in lieu thereof; and

WHEREAS, the parties agree that such dedication as of the Effective Date would be premature given the limited impact the proposed development will have on public services, and that such dedication is more appropriate at the time of further development/redevelopment of the Property; and

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

1. As a condition precedent to this Agreement, the Developer represents that the majority of the Property will remain undeveloped. As a result, the City agrees that the Developers’ obligation to dedicate land for parks, playgrounds, public open space, public trails, municipal facilities and/or pay a fee in accordance with City Ordinance Section 4-

407, as may be amended from time to time, is deferred until such time as any one (1) of the following events occurs:

- a. The Property is replatted or further subdivided for any reason;
- b. The Property is rezoned to a zoning district other than the A (Agricultural) zoning district; and/or
- c. The Property is further developed/redeveloped for purposes other than two single-family homes and associated accessory uses.

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

3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

4. This Agreement may not be altered or amended except in writing executed by all parties.

5. This Agreement shall be recorded. Additionally, it shall be the affirmative duty of the Developer to provide a copy of this Agreement to any successor, heir or assign.

6. This Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under

the terms of this Agreement shall be brought in Cass County District Court located in Cass County, North Dakota.

7. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

Dated this ____ day of _____, 2024.

DEVELOPERS

CHRISTOPHER WEHRI AND KARI
WEHRI, HUSBAND AND WIFE

Christopher Wehri

Kari Wehri

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Christopher Wehri and Kari Wehri, husband and wife, known to me to be the persons who are described in and who executed the above and foregoing document, and acknowledged to me that they executed the same.

(SEAL)

Notary Public

VIKING PROPERTIES LLC

Christopher Wehri, Partner

Kari Wehri, Partner

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Christopher Wehri and Kari Wehri, known to me to be Partners of Viking Properties LLC, that is described in and who executed the above and foregoing document, and acknowledged to me that they executed the same on behalf of Viking Properties LLC.

(SEAL)

Notary Public

CITY OF WEST FARGO

Bernie L. Dardis,
President of the Board of Commissioners

ATTEST:

Dustin T. Scott, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie L. Dardis and Dustin T. Scott, known to me to be the President of the Board of City Commissioners and City Auditor, respectively, of the City of West Fargo that is described in and who executed the above and foregoing document and acknowledged to me that they executed the same on behalf of the City of West Fargo.

Notary Public

{SEAL)



To: West Fargo City Commission

From: Matthew Andvik, Public Works Director

Date: March 4, 2024

Subject: Residential Recycling Contract with Waste Management

Action: Approve Contract with Waste Management

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Police and Fire

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Sanitation

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Administration/Finance

Administration

Dustin Scott, Assistant
Administrator

Summary and Recommendation:

In 2016 Waste Management began serving West Fargo as the contractor collecting residential recycling. The first contract with Waste Management concluded in April of 2021, at that time the commission approved a new 3-year contract. On May 1st 2024, that second contract is set to expire. In July 2023 city staff and Waste Management began to discuss a new contract that would begin in May of 2024. The result is the new agreement before you for consideration and approval.

The initial term of this contract commences on May 1, 2024, and terminates on April 30, 2026 (hereinafter the "Initial Term"). The Initial Term may be extended upon the written mutual agreement of the parties for two (2) additional one (1) year terms.

I request you approve the contract with Waste Management for Residential Recycling.

Policy Analysis:

Prior to any contract talks with Waste Management, we reached out to area companies that provide similar services. None of these companies had the ability to offer their services to West Fargo, as a recycling contractor. City staff investigated the cost to take over recycling. At this time, start up, trucking, and disposal costs are not favorable to make this change.

Financial Analysis:

This is a 2-year contract with two 1-year extensions. Each year on the anniversary, the contract will increase 5%.

Services Charges under the Proposed Contract for 2024:

96 Gallon once Bi-Weekly Recycling \$7.05, \$.013 decrease in price.

96 Gallon once Bi-Weekly Extra Recycling \$3.15, no change in price (22 extra carts)

Drop Site Dumpster pick up \$155.60, no change in price, 8 dumpsters serviced 6x per week, 2 dumpsters serviced 4x per week.

Tipping fees at West Fargo Transfer Station (charged to Waste Management) \$60 per ton, an increase of \$44.80 per ton.

The table below shows the total cost of recycling over the span of the contract.

	2023*	2024**	2025**	2026***	2027***
Gross Total	\$1,139,007	\$1,108,674	\$1,140,383	\$1,197,282	\$1,257,291
Tipping Fees	\$62,114	\$183,872	\$252,960	\$265,608	\$278,895
Total Contract	\$1,076,892	\$924,802	\$887,423	\$931,674	\$978,395
*2023 Numbers are actual, previous contract					
**New Contract Numbers based on 2024 counts					
***2026 & 2027 are optional years. Numbers based on 2024 counts.					

Under this new contract we will see a decrease of an estimated \$152,091 from 2023 to 2024 in residential recycling cost.

The new Sanitation Rates that were approved, factored in these new contract numbers when calculating the new rates.

The City Attorney has reviewed the contract and had no changes to add.

Process/Timeline:

With the current contract set to expire on April 30, 2024. If approved this contract will commence on May 1, 2024 and end April 30, 2026.

**CONTRACT FOR THE COLLECTION, TRANSPORTATION AND PROCESSING OF
RESIDENTIAL SINGLE SORT RECYCLING FOR THE
CITY OF WEST FARGO, NORTH DAKOTA**

This Contract is made and entered into this _____ day of _____ 2024, (hereinafter the "Effective Date") by and between the City of West Fargo, North Dakota("City"), a municipal corporation and Waste Management of North Dakota, Inc., a Delaware corporation ("Contractor") (Collectively referred to as the "Parties").

WHEREAS, the City desires to enter into a Contract for the collection, transportation and processing of residential recycling within the City; and

WHEREAS, the Contractor desires to enter into a Contract with the City with respect to such services, pursuant to the terms and conditions of this Agreement.

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

1. TERM:

The initial term of this contract commences on May 1, 2024, and terminates on April 30, 2026 (hereinafter the "Initial Term"). The Initial Term may be extended upon the written mutual agreement of the parties for two (2) additional one (1) year terms.

2. RESIDENTIAL CURBSIDE RECYCLING COLLECTION:

Contractor agrees to collect single sort recyclable materials as defined in section 5 ("Recyclable Materials") from each Residential Unit located within the corporate limits of City and process all recyclable material in accordance with all Local, State, and Federal regulations.

One (1) 96-gallon yellow-lidded tote has been provided to each Residential Unit. New Residential Units will be provided a 96-gallon Cart for Recyclable Materials as Units are added to the City. Contractor will maintain and replace totes that become unusable from normal wear and tear. Should a resident be negligent, resulting in the destruction of the tote, City will be invoiced for the replacement cost. For purposes of this section "negligence is defined as a resident's failure to follow reasonable care and handling of a tote. The term Negligence does not include normal wear and tear of totes.

On the night before the scheduled day for collection, totes must be placed on the street in front of the Residential Unit. All Recyclable Material must be contained within the tote, and materials not in the provided tote will not be collected.

Each eligible Residential Unit in City shall be serviced once every-other-week. Contractor will not make regular collections on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls on or before the scheduled pick up day of the week, the service will be delayed by one day.

3. PERMANENT RECYCLING DROP SITE COLLECTION :

Contractor will provide 6-yard dumpsters for each designated drop site for the collection of single sort Recyclable Materials. Dumpsters at the drop site will be clearly marked for Recyclable Materials only, and Contractor will be responsible for the maintenance of the dumpsters at the drop site. Recycling containers located at the drop site shall be emptied on a regularly scheduled basis, at least once per week. The collection schedule and recycling containers' capacity shall provide for regular removal of the Recyclable Materials such that there is adequate storage capacity available in the recycling containers to avoid overflowing containers. The number of dumpsters and collection frequency will be determined by the public's use of the drop site. City will convey to the Contractor in writing, the schedule for servicing the drop site.

The content of the Recyclable Materials must be consistent with single sort specifications as outlined in this contract. Excessive contamination of recyclable materials will be rejected and disposed of.

4. PERMANENT DISPOSAL SITE LOCATION:

The permanent disposal site will be located at the City of West Fargo Transfer Station, 1620 Main Avenue West, West Fargo.

5. SINGLE SORT SPECIFICATIONS:

RECYCLABLES (Recyclable Materials) must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

DELIVERY SPECIFICATIONS:

Material collected by Contractor may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Contractor's property, its personnel or the public or materially impair the strength or the durability of Contractor's structures or equipment.

Contractor may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Customer shall pay Contractor for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Contractor's operating or profit margin ("Cost"). Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

Contractor reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclables for which no commercially reasonable market exists may be landfilled at Customer's Cost.

* Glass may not be accepted in all locations. Cartons, aseptic containers and other plastics may be allowed if approved in writing by Contractor.

6. RESIDENTIAL SERVICE CHARGES:

A residential unit will be defined as a single-family home, duplex (two units), triplex (three units), or residential dwelling that would receive individual City garbage services. During the term of the contract, Contractor will invoice the City monthly for services rendered pursuant to the following pricing schedule:

<i>May 1st 2024 Service Rates</i>	2024 Rates
96-Gallon Once Bi-Weekly Recycling	\$7.05/Cart
96-Gallon Once Bi-Weekly Extra Recycling Cart	\$3.15/Cart
<i>May 1st 2025 Service Rates</i>	2025 Rates
96-Gallon Once Bi-Weekly Recycling	\$7.40/Cart
96-Gallon Once Bi-Weekly Extra Recycling Cart	\$3.31/Cart
<i>May 1st 2026 Service – Option Year 1</i>	2026 Rates
96-Gallon Once Bi-Weekly Recycling	\$7.77/Cart
96-Gallon Once Bi-Weekly Extra Recycling Cart	\$3.48/Cart
<i>May 1st 2027 Service – Option Year 2</i>	2027 Rates
96-Gallon Once Bi-Weekly Recycling	\$8.16/Cart
96-Gallon Once Bi-Weekly Extra Recycling Cart	\$3.65/Cart

Contractor and City shall use a minimum household count of 12,006 as the base number of Residential Units being serviced. This number of Residential Units shall be the base number of units serviced and not drop below 12,006 for the term of the contract. When the household count exceeds the base number of units, the count will be adjusted as new Residential Units are added. City shall notify the Contractor at least quarterly as to the exact number of households in the city.

7. DROP SITE SERVICE CHARGES:

The volume of material being collected at the drop sites will determine the number of containers, collection frequency, and service charges.

Location	Count	Svc	Frequency	Monthly Billing	Service Days
Water Tower 40 th Avenue and Sheyenne St.	8	6FY	6x/wk	\$ 7,468.91	M, T W, F, Sa, Su
Sanitation Building 117 8 th Street	2	6FY	4x/wk	\$ 1,244.82	M, W, F, Su
Total:				\$ 8,713.72	

These containers are 6 yards in capacity each.

As set forth in the above table, there are 8 containers serviced 6 times per week at the Water Tower drop site, and 2 containers serviced 4 times per week at the Sanitation Building drop site. The City can add or reduce containers or service as needed by notifying the contractor.

Drop site pricing will stay firm until the May 1, 2025, at which time a fixed 5% annual pricing increase will be applied to the accounts. Monthly billing amounts may change if service frequency or container count is altered

upon City's request.

All rates are subject to the below fuel surcharge if Diesel goes above \$5.00 per gallon. Fuel surcharge details below.

8. ADJUSTMENT OF SERVICE CHARGES:

Annually, after the first year of the contract, residential service charges, drop site service charges, City loading fee and the recyclables processing fee shall be increased by five percent (5%) on the anniversary date of the contract. Charges shall be adjusted to reflect any new or increases in federal, state, county local taxes, fees, or similar charges relating to the collection and processing of the City's recycling.

9. FUEL TABLE:

All residential and drop site service charges are subject to a monthly fuel surcharge when diesel fuel reaches a price of \$5.00 per gallon (see table below).

Diesel Fuel Price per Gallon	Fuel Surcharge
<\$5.00	0 Percent
\$5.00 to \$5.24	2 Percent
\$5.25 to \$5.49	4 Percent
\$5.50 to \$5.74	5 Percent
For each additional \$0.25 the fuel surcharge will increase by one (1%) Percent	

The published index for determining monthly diesel fuel prices will be the Department of Energy's (DOE) "Weekly Retail On-Highway Diesel Prices" for the Midwest region. The price published for the first Monday of the month will be used as that month's diesel fuel price. The prices can be viewed at the DOE's website: (["EIA/DOE"](#)). If diesel fuel is below \$5.00 per gallon, the fuel surcharge will be 0 percent. If diesel fuel is at or above \$5.00 per gallon, the following percentages will apply to Contractor's base rate.

10. TRANSFER STATION WEIGHING AND TIPPING:

Contractor will utilize the City Transfer Station for City's residential recycling program. City agrees to allow Contractor to exclusively utilize the City Transfer Station for transferring additional recycling volume collected from commercial businesses inside the city limits and recycling volumes from sources outside of City limits.

City agrees to grant Contractor access to the City scale house and transfer station to record weights and dump each load of recyclables between the hours of 7:00 am and 6:30 pm. Both parties agree this access is necessary in order to provide a high level of service to City.

Contractor will dump recyclable material on the floor inside the transfer station. Recorded weights of recyclables will be designated as city residential, city drop site, or other sources of recyclables. A paper ticket will be provided by City to Contractor as part of the weighing procedure.

11. TRANSFERRING MATERIALS AND SHIPMENT:

City employees will be responsible for loading a staged trailer at City Transfer Station. City employees will evenly

distribute the loads in the stage trailer to achieve an average load of 11 tons of recyclables in a calendar month. Contractor agrees to dump materials on the transfer station floor and City will move recyclables into the trailer. Contractor and City agree to maintain a high level of communication to facilitate the shipments of materials for processing.

Contractor will communicate with the trucking contractor to establish a schedule for loads to be shipped for processing. Except as set forth in section ten (10) of this Contract, all inbound and outbound trailers will be weighed and recorded at the scale house. Contractor will be responsible for the costs of shipping loads to the processing facility.

12. TRANSFER STATION TIPPING FEE:

Contractor agrees to pay City a tipping fee of \$60.00 per ton on all recyclables dumped at the City Transfer Station, located at 1620 Main Avenue West, West Fargo, ND (hereinafter the "Transfer Station"). After the first year of the agreement, City will increase the tipping fee by five (5) percent on each and every anniversary date of this contract. The Transfer Station tipping fee is not subject to the fuel surcharge described in Section 9.

13. LIGHT-LOAD FEE:

City agrees to load the trailer staged at the City Transfer Station to an average of eleven (11) tons per load. Calendar monthly trailer weights will be used for average calculation, and trailers of less than 53 feet will be removed from the average calculation. If the calendar monthly average is less than 11 tons, Contractor may invoice the City a light-load fee of \$95/ton on trailers on those loads that fall below the 11-ton weight. Contamination downgrades do not negatively affect the 11-ton average load target. If commercial tonnage exceeds 30% of overall tonnage in a month, that month will be exempt from light load fees.

14. BILLING AND PAYMENT:

The Contractor will bill the City for all residential units and drop sites containers on a monthly basis. City shall make payment on such statements within thirty (30) days of receipt. The City will bill Contractor the Transfer Station tipping fee on a monthly basis. Contractor shall make payment on such invoices within thirty (30) days of receipt.

15. EXCLUSIVE PROVIDER:

Contractor shall be the exclusive provider of residential curbside recycling and drop off site single sort recycling services during the duration of this agreement.

16. COLLECTION OPERATIONS:

Contractor shall furnish all labor and equipment as shall be necessary and adequate to insure satisfactory collection and transportation of recyclables. Contractor shall make every effort to maintain established pickups even though conditions such as weather may be adverse. Containers shall be handled with reasonable care to avoid damage and replaced in an upright position. Any contents spilled shall be cleaned up and disposed of immediately in a workmanlike manner and all work to be performed hereunder shall be done to protect the highest extent possible the public health and safety.

17. CONTRACTOR INSURANCE AND INDEMNIFICATION:

Contractor shall provide and maintain during the term of this Contract a blanket or general liability insurance policy in the minimum amount of two million dollars (\$2,000,000.00) per claim against claims for personal injury, death, or property damage occurring in connection with the operation of a residential municipal solid waste recycling collection service, the use of the City Transfer Station and the performance of any and all work under this Contract by Contractor, but only to the extent of Contractor's indemnity as set forth in the last paragraph of

this Section 18. At least ten (10) days prior to the Effective Date and any anniversary of the Effective Date of this Agreement, the Contractor shall provide the City with a Certificate of Insurance to the City establishing that such coverage has been procured and listing Lessor as an additional insured.

Contractor, at its sole cost and expense, shall provide and maintain public liability insurance and property damage insurance during the term of this Contract providing coverage for al l claims occurring in connection with the operation of a residential municipal solid waste recycling collection service, the use of the City Transfer Station and the performance of any and all work under this Contact by Contractor, but only to the extent of Contractor's indemnity as set forth in the last paragraph of this Section 18. At least ten (10) days prior to the Effective Date and any anniversary of the Effective Date of this Agreement, the Contractor shall provide the City with a Certificate of Insurance to the City establishing that such coverage has been procured and listing Lessor as an additional insured.

Contractor, at its sole cost and expense shall provide and maintain worker's compensation insurance.

All insurance policies (or riders) required by this Contract, unless otherwise excepted by this Contract, shall be (i) taken out by Contractor and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of North Dakota, (ii) shall name Contractor as an insured party and City as an additional insured party, (iii) shall contain a provision that the insurer shall not cancel coverage without giving written notice to Contractor as an insured party and City as an additional insured party at least thirty (30) days before cancellation becomes effective, (iv) shall be in accordance with specifications approved by the insurance advisor for Lessor, and (v) shall be evidenced by a Certificate of Insurance listing City as an additional insured party, which shall be filed with the City.

In addition to holding the City harmless from any and all claims to the extent arising out of or related Contractor's breach of this Agreement, negligent operation of a residential municipal solid waste collection service, the negligent use of City Transfer Station, and negligent performance of any and all work under this Contract, Contractor agrees to indemnify and defend the City from any and all actions brought against the City to the extent relating to or arising out of Contractor, its agents or designees, breach of this Agreement, negligent operating of a residential municipal solid waste recycling collection service, the negligent use of City Transfer Station, and negligent performance of any and all work under this Contract. Said indemnification shall include, *inter alia*, attorney fees, damages, economic or compensatory, and costs and disbursements. However, this paragraph shall not apply to suits against the City arising out of its breach of this Agreement, violation of law or negligence or intentional acts, or those of its employees, agents or designees. Contractor specifically agrees and acknowledges that this indemnification provision shall survive the termination of this agreement.

18. TERMINATION:

The contract may be terminated by either party for the breaching party's failure to complete its obligations as specified in this contract after providing the breaching party with written notification and a reasonable opportunity to remedy the failure (not less than 30 days after receipt of written notice). Any funds due to Contractor shall be due and payable by the 10th day of the month following termination.

19. VOLUNTARY TERMINATION BY CITY OR CONTRACTOR

Either party shall have the right to terminate this agreement, without cause, penalty or costs by written correspondence. Upon dated receipt of written notification, a minimum of ninety (90) days is required before the voluntary termination shall be deemed effective.

20. NOTICES:

Any written notice or other correspondence to be provided by or between Contractor and City in accordance with this Contract shall be either hand delivered or mailed by registered or certified mail to the following addresses:

City:

Attention: City Administrator
City of West Fargo
800 4th Avenue East, Suite I
West Fargo, ND 58078

Contractor:

Attention: Legal Counsel
Waste Management of North Dakota, Inc.
825 5th St. NE
West Fargo, ND 58078

21. EXECUTION IN COUNTERPARTS:

This Agreement may be executed in counterparts with both City and Contractor having a fully-executed counterpart.

22. 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.

23. MERGER CLAUSE:

This Contract 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.

24. SEVERABILITY CLAUSE:

Each provision, section, sentence, clause, phrase, and word of this Contract 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 Contract.

25. NO ASSIGNMENT

This Contract may not be assigned by Contractor unless the City consents to such assignment evidenced by a written addendum to this Agreement.

26. AGREEMENT BINDING UPON SUCCESSORS:

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

27. NORTH DAKOTA LAW APPLIES:

This Contract 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 Contract shall be brought in an appropriate venue in the State of North Dakota.

28. WAIVER OR JURY TRIAL/VENUE/ SELECTION:

CONTRACTOR AND CITY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS CONTRACT, OR IN ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS CONTRACT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR CONTRACTOR AND CITY ENTERING INTO THIS CONTRACT. THE PARTIES STIPULATE AND AGREE THAT THE DISTRICT COURT OF CASS COUNTY, NORTH DAKOTA, SHALL BE THE SOLE AND EXCLUSIVE VENUE FOR ANY LAWSUIT PERTAINING TO THIS CONTRACT AND CONSENT TO THE PERSONAL JURISDICTION IN SAID COURT IN THE EVENT OF ANY SUCH LAWSUIT.

29. FORCE MAJEURE:

Contractor's obligations hereunder shall be suspended in the event of a force majeure (Act of God, such as tornadoes, floods and other similar disasters or other similar disasters or other events beyond reasonable control of the Contractor

including labor disputes). In this event, City does not have to pay for services not provided by the Contractor.

IN WITNESS WHEREOF, the parties have hereunto executed this Contract by their officers on the day and year first above written.

CITY OF WEST FARGO NORTH DAKOTA

By: _____

Title: _____

Date: _____

WASTE MANAGEMENT OF NORTH DAKOTA, INC.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____



To: West Fargo City Commission

From: Matthew Andvik, Public Works Director

Date: March 4, 2024

Subject: Purchase of rear load sanitation truck.

Action: Approve the purchase of a rear load sanitation truck for 2024 budget.

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Police and Fire

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Sanitation

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Administration/Finance

City Administrator

Dustin T. Scott

Summary and Recommendations

After eleven years of service, unit # 408 has reached the end of its life cycle. The unit has become increasingly unreliable with frequent break downs leading to the disruption of the garbage schedule. This unit was identified in the Sanitation Department equipment replacement schedule to be replaced in 2024. This unit was included in the 2024 Sanitation Budget.

It is my recommendation that the Commission approves placing the order for the purchase of the new sanitation truck.

Policy Analysis:

We allocated \$270,000 in the 2024 budget for the replacement of a rear load sanitation truck. We were able to find a rear load truck that meets our specifications, thru Source-well, that is from a local vendor. The truck price through Source-well is \$278,975.56. We are able to receive a trade in value of \$15,000 for unit #408. After the trade in, the total cost of the new rear load truck is \$263,975.56. This is \$6,024.44 below budget.

Financial Analysis:

The funds to purchase the truck would come from the Sanitation Fund. The funds were included in the 2024 Sanitation Department budget, which was approved by the commission.

Process/Timeline:

Upon order approval, we will place the order with Olympic Sales. The expected in-service date for the truck would be August 2024.



March 4, 2024

City of West Fargo – Source well #69685
Attn: Doug Stotz
810 12th Ave NW
West Fargo, ND 58078
Phone 701-515-5409

Doug:

Source Well Quote for New 2024 Freightliner M2 106 Plus, As Per Specifications with New Way 25yd Cobra Magnum Rear Load Body.

25yd New Way Cobra Magnum Rear Load Body

- *Reeving Cylinder Winch
- *Perkins 6620 Cart Tipper
- *Dumpster Kick Bar
- *Perkins Trunnion Bar Locks
- *Remote Grease Tailgate Cylinder & Pins
- *Safety Vision Camera System, 7" Monitor
- *In Cab Air Controls Tailgate/Eject
- *Integrated Strokes Upper/Lower Tailgate & Front Bulkhead
- *All Painted White
- *Broom/Shovel Rack
- *Folding Access Ladder
- *Hot Shift PTO Overspeed/Pack on the Go
- *Hydraulic Hopper Cover
- *Strobe Lights Front Bulkhead
- *Strobe Lights upper/Lower Tailgate
- *Work Lights Inside/Outside of Hopper
- *Mid Body Backup Lights

Body Price	\$141,301.26
Chassis Price, Sourced Goods	\$130,454.78
Source Well Fee	\$ 2,119.52
PDI & Training	\$ 3,100.00
Shipping	\$ 2,000.00
Total Cost	\$278,975.56
Trade In 2013 M2, 1FVHCYCY7EHFM2013	\$ -15,000.00
Total Cost	\$263,975.56

Sincerely,

Michael Deutschman
Northland Truck Sales Inc

Source well #091219-NWY

P.O. Box 55 | West Fargo, ND 58078
Phone: 701-281-8223 | Fax: 701-277-9998
www.northlandtrucksales.com



To: West Fargo City Commission

From: Information Technology Department

Date: March/04/2024

Subject: Request for budget amendment to cover Cybersecurity insurance

Action: Amend I.T. Department budget to purchase Cyber insurance

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Police and Fire

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and Engineering

Secondary Portfolio:

Sanitation

Administration

Dustin Scott,

City Administrator

Emily Hagemeister,

Executive Assistant

Summary and Recommendation:

We respectfully request a budgetary amendment to procure cyber security insurance. Cybersecurity insurance is crucial for our city to mitigate financial risks associated with cyber-attacks. It provides coverage for expenses related to data breaches, such as forensic investigations, legal fees, citizens notification, and reputation management. Given the increasing frequency and sophistication of cyber threats, having insurance ensures our city can recover swiftly and minimize disruptions to essential services.

The IT Department partnered with the State of North Dakota IT team to meet the prerequisites for cyber insurance eligibility. This involved implementing City-Wide staff training, antivirus software, multi-factor authentication, and vulnerability scanning utilities provided by NDIT. As a result, we earned a 4% discount on our insurance premium.

The following documents are attached for review/consideration:

- Cyber Insurance Quote 1,2 &3
- Policy Holder Benefits

Staff Recommendation:

After checking with other cities of similar size to ours, 3-million-dollar policy would be recommended.

Financial: We were provided with 5 quotes:

Coverage	Premium
1 million Dollars	\$23,168.00
2 million Dollars	\$31,710.00
3 million Dollars	\$40,060.00
4 million Dollars	\$47,942.00
5 million Dollars	\$55,420.00

Timeline: Upon approval. We will promptly start the process by engaging our insurance partner and coordinating with city staff to expedite coverage implementation.



CyberRisk Policyholder Benefits

Thank you for choosing Travelers for your cyber insurance needs. As our insured, Travelers provides you with innovative value-added pre and post breach risk management services at *no additional cost* to help you protect your business. These current benefits include:

Travelers eRisk Hub[®]:

Access to a private web-based portal containing information and technical resources that can assist you in the prevention of network, cyber and privacy events and support you in a timely response if an incident occurs. Travelers eRisk Hub portal powered by *NetDiligence[®]* features news, content and services from leading practitioners in risk management, computer forensics, forensic accounting, crisis communications, legal counsel, and other highly-specialized segments of cyber risk.

To register for Travelers eRisk Hub:

1. Go to www.eriskhub.com/travelerscyber
2. Complete the registration form. **Your Access Code is 13881-197**
3. Once registered, you can access the portal immediately.

Please note the following:

Travelers eRisk Hub is a private site provided to certain cyber insureds of Travelers. Please do not share portal access instructions with anyone outside your organization. You are responsible for maintaining the confidentiality of the Access Code provided.

- Travelers eRisk Hub contains a directory of experienced providers of cyber risk management and breach recovery services. Travelers does not endorse these companies or their respective services. Before you engage any of these companies, we urge you to conduct your own due diligence to ensure the companies and their services meet your needs. Unless otherwise indicated or approved, payment for services provided by these companies is your responsibility.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law.

CyberRisk Policyholder Benefits

Travelers Cyber Coaches

Three cybersecurity coach services are available to help your organization extend your team with expert guidance at no additional cost, as follows:

- **Breach Coach[®] –**

Should you experience a data breach event, you may choose to call the Breach Coach listed in the Travelers *eRisk Hub* portal for immediate triage assistance. Your initial consultation of up to one half-hour is at no additional charge. Please be aware that the Breach Coach service is provided by a third-party law firm. Therefore, contacting the Breach Coach does NOT satisfy the claim or first-party notification requirements of your policy.

- **HIPAA Coach –**

To help your organization identify the cyber related issues HIPAA raises and help minimize potential exposures, you are entitled to consult with a HIPAA Coach listed in the Travelers *eRisk Hub* portal for up to one hour.

- **Security Coach –**

Talk with a HCL Technologies security professional about general cybersecurity questions for up to one hour to help strengthen your organizations security posture with actionable advice and insights listed in the Travelers *eRisk Hub* portal.

Pre-Breach Services provided by HCL Technologies:

Preparation is key in helping to mitigate a potential cyber related event. To assist policyholders achieve a higher level of cybersecurity for their organizations Travelers offers the following pre-breach services from HCL Technologies, a global leader in cybersecurity solutions accessible through the Travelers *eRisk Hub*:

- **HCL Technologies Cyber Resilience Readiness Assessment and Cyber Security Professional Consultation** - An online assessment designed for an organization to quickly understand their current cybersecurity posture while receiving an official report and up to 1 hour consultation with a HCL Technologies security professional to help in improving areas of weakness or vulnerability.

- **HCL Technologies Cyber Security Awareness Training Videos** -

Gain access to security awareness training videos as a method of defense against cybersecurity threats by promoting proactive employee behavior. These courses can be used to complement your employee training requirements.

- **HCL Technologies Consulting Services** -

Boost your cybersecurity readiness with HCL Technologies solutions including HCL Technologies Cyber Security Incident Response Review, HCL Technologies Cyber Security Vulnerability Assessment and HCL Technologies Cyber Security Architecture Review.

Certain services are being provided to you by HCL Technologies and in using them you must agree to HCL Technologies' terms of use & privacy policy. Travelers Casualty and Surety Company of America and its property casualty affiliates ("Travelers") makes no warranty, guarantee, or representation as to the accuracy or sufficiency of any such services. The use of the services and the implementation of any product or practices suggested by HCL Technologies or NetDiligence is at your sole discretion. Travelers disclaims all warranties, express or implied. In no event will Travelers be liable in contract or in tort for any loss arising out of the use of the services or HCL Technologies' or any other vendor's products. *eRisk Hub* and Breach Coach are registered trademarks of NetDiligence.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law.



PO Box 2950
Hartford, CT 06104-2950

February 26, 2024

CITY OF WEST FARGO
800 4TH AVE E
WEST FARGO, ND 58078-2015

Re: Important Information about Claims Information Line

Dear CITY OF WEST FARGO

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.



P.O. Box 2950
Hartford, CT 06104-2950

2/26/2024

CITY OF WEST FARGO

800 4TH AVE E
WEST FARGO, ND 58078-2015

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- ☒ Thousands of articles on a variety of risk management topics
- ☒ Topical webinars and podcasts on current issues
- ☒ Checklists to assist in managing risk
- ☒ Web based training
- ☒ Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to www.rmplusonline.com.
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP110000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:

1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Independent Agent And Broker Compensation Notice

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html.

Or write or call:

**Travelers, Agency Compensation
One Tower Square
Hartford, Connecticut 06183

(866) 904.8348**

**Acknowledgement Of Defense Expenses
Limitation Endorsement**

This endorsement changes the Policy.

By signing below, the applicant understands and acknowledges that the following statements, to the extent checked, apply to the policy being applied for:

- ☐ The policy limits are reduced, and may be completely exhausted, by payment of defense expenses. In no event will Travelers be obligated to make any payments for, or to defend or continue to defend, any claim after the applicable policy limit is exhausted.
- ☐ The deductible or retention is applicable to defense expenses, and Travelers will only be obligated to make payments in excess of such amounts, subject to the policy limits set forth in the Declarations.

By signing below, the applicant acknowledges that they have read the above notice(s).

Applicant Name

Signature of Authorized Representative*

Name and Title of Authorized Representative

Date Signed

*If the applicant is electronically signing this endorsement, they must apply their electronic signature to this form by checking the Electronic Signature and Acceptance box below. By doing so, the applicant hereby consents and agrees that the use of a key pad, mouse, or other device to check the Electronic Signature and Acceptance box constitutes the applicant's signature, acceptance, and agreement as if actually signed by the applicant in writing and has the same force and effect as a signature affixed by hand.

☐ **Electronic Signature And Acceptance**

This signed acknowledgment will be deemed attached to and made a part of the policy being applied for, if issued; however, it will not change any provisions of the policy. This signed acknowledgment will also be deemed attached to and made a part of any renewals or replacements of the policy unless the terms of such renewal or replacement are no longer consistent with the terms of this acknowledgment.

Right To Request Accounting Of Defense Expenses

If the policy is issued, the insured will have a right, upon written request, to an accounting of defense expenses actually expended under the policy.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number:

AFE-19028 Rev. 05-19
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SPECIMEN - QUOTE 3

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This endorsement changes the Policy to comply with North Dakota law. It supersedes all terms of this Policy, including other endorsements.

North Dakota Changes Endorsement

If this Policy is construed under the laws of the state of North Dakota, the following applies:

Suits Against The Insurer – Cyber Crime.

When this Policy includes Cyber Crime Insuring Agreements, the time period to bring legal action against the Insurer is changed from two years to three years.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:

AFE-17030 Ed. 01-19

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SPECIMEN - QUOTE 3

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This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Cap On Losses From Certified Acts Of Terrorism Endorsement

The following is added to this Policy. This provision can limit coverage for any loss arising out of a *Certified Act Of Terrorism* if such loss is otherwise covered by this Policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of *Certified Acts Of Terrorism* in another endorsement to this policy.

If aggregate insured losses attributable to *Certified Acts Of Terrorism* exceed \$100 billion in a calendar year and the Insurer has met its insurer deductible under *TRIA*, the Insurer will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Certified Act Of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of *TRIA*, to be an act of terrorism pursuant to *TRIA*. The criteria contained in *TRIA* for a *Certified Act Of Terrorism* include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to *TRIA*; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

TRIA means the federal Terrorism Risk Insurance Act of 2002 as amended.

This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Federal Terrorism Risk Insurance Act Disclosure Endorsement

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number:

AFE-19030 Rev. 09-20
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SPECIMEN - QUOTE 3

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Authorization And Changes.

The Named Insured will act on behalf of all *Insureds* regarding the payment of premium, receipt of return premium, change of coverage, and receipt of notices of cancelation or nonrenewal. Each *Insured* agrees that they have delegated such authority to the Named Insured.

The Named Insured may change this Policy with the Insurer's consent by endorsement to this Policy. No rights or duties under this policy may be transferred or assigned without the Insurer's written consent.

Conformity To Law.

Any part of this Policy that conflicts with applicable statutory or regulatory law is changed to conform to such law. This Policy provides coverage and benefits only to the extent that it does not expose the Insurer, or any of its subsidiaries, or affiliated companies, to a trade or economic sanction, prohibition, or restriction under a U.N. resolution, trade or economic sanction, or E.U., U.K., or U.S. law or regulation.

Consent And Cooperation.

Where the Insurer's consent is required, such consent will not be unreasonably withheld. The *Insured* agrees to give all information, assistance, and cooperation the Insurer reasonably requires.

Representatives.

In the event of an *Insured Person's* death, incapacity, or bankruptcy, this Policy will afford coverage to his or her:

1. estate;
2. legal representative;
3. legal spouse, domestic partner, or party to a civil union; or
4. assignee,

but only to the extent that it would have applied to such *Insured Person*.

Suits Against The Insurer.

No person or entity has the right under this Policy to join the Insurer as a party in an action against an *Insured* to determine such *Insured's* liability, nor may the Insurer be impleaded by any *Insured*. No action will lie against the Insurer unless there has been full compliance with all the terms of this Policy.

Territory And Valuation.

This Policy applies anywhere in the world, but it does not apply to *Loss* incurred by an *Insured* residing or domiciled in a country or jurisdiction in which the Insurer is not licensed to provide this insurance, to the extent that providing this insurance would violate any applicable foreign law or regulation ("Foreign Loss").

If an *Insured Entity* incurs Foreign Loss, the Insurer will reimburse the Named Insured for such Foreign Loss because of the Named Insured's financial interest in such *Insured Entity*. If an *Insured Person* incurs Foreign Loss not indemnified by an *Insured Entity*, such Foreign Loss will be paid in a country or jurisdiction mutually acceptable to such *Insured Person* and the Insurer, to the extent that doing so would not violate any applicable foreign law or regulation.

All amounts in this Policy are stated in U.S. Dollars. If amounts are due under a liability coverage and are stated in a different currency, payment will be made in U.S. Dollars at the exchange rate published in The Wall Street Journal at the time the final amount is determined.

Titles, Headings, And Defined Terms.

The titles and headings in this Policy do not affect coverage. Where appearing in this Policy, in singular or plural, words and phrases appearing in italicized type have the meaning shown in the Definitions of the applicable Coverage.

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Only the Insuring Agreements with Limits shown in the CyberRisk Declarations apply.

Liability Insuring Agreements

Privacy And Security.	The Insurer will pay Loss on behalf of the <i>Insured</i> , resulting from a <i>Claim</i> that is first made during the <i>Policy Period</i> , or any applicable extended reporting period, for a <i>Privacy And Security Act</i> .
Media.	The Insurer will pay Loss on behalf of the <i>Insured</i> , resulting from a <i>Claim</i> that is first made during the <i>Policy Period</i> , or any applicable extended reporting period, for a <i>Media Act</i> .
Regulatory Proceedings.	The Insurer will pay <i>Defense Costs</i> and <i>Regulatory Costs</i> on behalf of the <i>Insured</i> , resulting from a <i>Regulatory Proceeding</i> that is first commenced during the <i>Policy Period</i> , or any applicable extended reporting period, for a <i>Privacy And Security Act</i> or <i>Media Act</i> .

Breach Response Insuring Agreements

Privacy Breach Notification.	The Insurer will reimburse, or pay on behalf of, the <i>Insured</i> for <i>Privacy Breach Notification Costs</i> resulting from an actual or suspected <i>Privacy Breach</i> that is <i>Discovered</i> during the <i>Policy Period</i> , or any extended discovery period.
Computer And Legal Experts.	The Insurer will reimburse, or pay on behalf of, the <i>Insured</i> for <i>Computer And Legal Expert Costs</i> resulting from an actual or suspected: 1. <i>Privacy Breach</i>; 2. <i>Security Breach</i>; or 3. <i>Cyber Extortion Threat</i>, that is <i>Discovered</i> during the <i>Policy Period</i> , or any extended discovery period.
Betterment.	The Insurer will reimburse the <i>Insured</i> for <i>Betterment Costs</i> , following a <i>Security Breach</i> that is <i>Discovered</i> during the <i>Policy Period</i> .
Cyber Extortion.	The Insurer will reimburse, or pay on behalf of, the <i>Insured</i> for <i>Cyber Extortion Costs</i> , resulting from a <i>Cyber Extortion Threat</i> that is <i>Discovered</i> during the <i>Policy Period</i> .
Data Restoration.	The Insurer will reimburse, or pay on behalf of, the <i>Insured</i> for <i>Restoration Costs</i> , directly caused by a <i>Security Breach</i> that is <i>Discovered</i> during the <i>Policy Period</i> .
Public Relations.	The Insurer will reimburse, or pay on behalf of, the <i>Insured</i> for <i>Public Relations Costs</i> , resulting from an actual or suspected: 1. <i>Privacy And Security Act</i>; or 2. <i>Media Act</i>, that is <i>Discovered</i> during the <i>Policy Period</i> , or any extended discovery period.

Cyber Crime Insuring Agreements

Computer Fraud.	The Insurer will pay the <i>Insured Entity</i> for its direct loss of <i>Money</i> , <i>Securities</i> , or <i>Other Property</i> , directly caused by <i>Computer Fraud</i> that is <i>Discovered</i> during the <i>Policy Period</i> .
Funds Transfer Fraud.	The Insurer will pay the <i>Insured Entity</i> for its direct loss of <i>Money</i> or <i>Securities</i> , directly caused by <i>Funds Transfer Fraud</i> that is <i>Discovered</i> during the <i>Policy Period</i> .

Social Engineering Fraud.	The Insurer will pay the <i>Insured Entity</i> for its direct loss of <i>Money</i> or <i>Securities</i> , directly caused by <i>Social Engineering Fraud</i> that is <i>Discovered</i> during the <i>Policy Period</i> .
Telecom Fraud.	The Insurer will pay the <i>Insured Entity</i> for its <i>Telecom Charges</i> , directly caused by <i>Telecom Fraud</i> that is <i>Discovered</i> during the <i>Policy Period</i> .

Business Loss Insuring Agreements

Business Interruption.	The Insurer will pay the <i>Insured</i> for its <i>Business Interruption Loss</i> that is directly caused by any of the following, if <i>Discovered</i> during the <i>Policy Period</i> : 1. A <i>Security Breach</i> that results in a total or partial interruption of a <i>Computer System</i>. 2. A <i>System Failure</i>, if applicable. 3. The voluntary shutdown of a <i>Computer System</i> by the <i>Insured</i>, if it is reasonably necessary to minimize the <i>Loss</i> caused by a <i>Security Breach</i> or <i>Privacy Breach</i> in progress.
Dependent Business Interruption.	The Insurer will pay the <i>Insured</i> for its <i>Business Interruption Loss</i> , directly caused by an <i>IT Provider Breach</i> that is <i>Discovered</i> during the <i>Policy Period</i> .
Reputation Harm.	The Insurer will pay the <i>Insured</i> for its <i>Reputation Harm</i> , directly caused by an <i>Adverse Media Report</i> or <i>Notification</i> that: 1. first occurs during, or within 60 days after, the <i>Policy Period</i>; and 2. directly relates to a <i>Privacy Breach</i> or <i>Security Breach</i> that is <i>Discovered</i> during the <i>Policy Period</i>.

Definitions

<i>Accounting Costs.</i>	Means the reasonable fees or costs of a forensic accounting firm, incurred by the <i>Insured Entity</i> , to calculate <i>Income Loss</i> , even if such calculation shows there has been no <i>Income Loss</i> .
<i>Additional Insured.</i>	Means a person or entity, not otherwise an <i>Insured</i> , with whom the <i>Insured Entity</i> has entered into a written agreement to include as an <i>Insured</i> , but only for <i>Wrongful Acts</i> : 1. by, or on behalf of, the <i>Insured Entity</i> under such agreement; and 2. that occur after the <i>Insured Entity</i> has executed such agreement.
<i>Adverse Media Report.</i>	Means any communication of an actual or potential <i>Privacy Breach</i> or <i>Security Breach</i> by a media outlet. Multiple <i>Adverse Media Reports</i> regarding the same <i>Privacy Breach</i> or <i>Security Breach</i> are deemed one <i>Adverse Media Report</i> .
<i>Approved Provider.</i>	Means a service provider approved by the Insurer in writing to the <i>Insured</i> .
<i>Automatic ERP.</i>	Means a 90-day extended reporting period starting on the effective date this Coverage is canceled or not renewed.
<i>Betterment Costs.</i>	1. Means the reasonable costs incurred and paid by the <i>Insured</i>, with the Insurer's written consent, for hardware or software to improve a <i>Computer System</i> after a <i>Security Breach</i>, if: a. the <i>Security Breach</i> has been stopped or contained, and resulted in covered <i>Computer And Legal Expert Costs</i>; b. the <i>Approved Provider</i> that provided computer services in response to such <i>Security Breach</i>: i. has identified a weakness in a <i>Computer System</i> that caused, or contributed to, the <i>Security Breach</i>; and ii. recommends the improvements to prevent a future <i>Security Breach</i> from exploiting such weakness; and

	c. such improvements are incurred and paid for by the <i>Insured</i> within the earlier of 90 days after: i. the recommendation by the <i>Approved Provider</i>; or ii. the end of the <i>Policy Period</i>. Costs for improvements that are subject to a license, lease, or subscription will be limited to the pro rata portion of such costs for the first 12 months. 2. Does not include wages, benefits, or overhead of any <i>Insured</i>.
<i>Business Interruption Loss.</i>	1. Means: a. <i>Income Loss</i> and <i>Extra Expense</i> incurred or paid by the <i>Insured Entity</i> during the <i>Period Of Restoration</i>; and b. <i>Accounting Costs</i>, if the <i>Insured Entity's</i> business operations are interrupted beyond the <i>Wait Period</i>. 2. Does not include loss arising out of harm to the <i>Insured Entity's</i> reputation.
<i>Change Of Control.</i>	Means when: 1. more than 50% of the Named <i>Insured's</i> assets are acquired; or 2. the Named <i>Insured</i> is merged with, or consolidated into, another entity, and the Named <i>Insured</i> is not the surviving entity.
<i>Claim.</i>	Means: 1. a written demand for monetary or nonmonetary relief, including injunctive relief, commenced by an <i>Insured's</i> receipt of such written demand; 2. a civil proceeding, commenced by the service of a complaint or similar pleading; 3. an arbitration, mediation, or similar alternative dispute resolution proceeding, commenced by the service of an arbitration petition or similar legal document; 4. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding, commenced by an <i>Insured's</i> receipt of such written request; or 5. for the Regulatory Proceedings Insuring Agreement only, a <i>Regulatory Proceeding</i>, commenced by: a. the filing of charges; b. the filing of an investigative order; c. the service of a summons; or d. the service or filing of a similar document, against an <i>Insured</i> for a <i>Wrongful Act</i>. Except under Other Conditions, Notice Of Claim, a <i>Claim</i> is deemed made when commenced.
<i>Client.</i>	Means a person or entity to whom the <i>Insured Entity</i>: 1. provides goods; or 2. performs services, for a fee, or under a written agreement.
<i>Computer And Legal Expert Costs.</i>	1. Means the reasonable fees or costs incurred or paid by the <i>Insured</i> for services recommended and provided by an <i>Approved Provider</i>, to: a. conduct a forensic analysis to determine the existence and cause of a <i>Privacy Breach</i>, <i>Security Breach</i>, or <i>Cyber Extortion Threat</i>; b. determine whose <i>Confidential Information</i> was lost or stolen; or accessed or disclosed without authorization; c. contain or stop a <i>Privacy Breach</i> or <i>Security Breach</i> in progress; d. certify the <i>Computer System</i> meets <i>Payment Card Security Standards</i>, if a <i>Security Breach Discovered</i> during the <i>Policy Period</i> results in noncompliance with such standards, but only for the first certification; or

	e. provide legal services to respond to a <i>Privacy Breach</i> or <i>Security Breach</i>.
	2. Does not include <i>Defense Costs</i> or <i>Privacy Breach Notification Costs</i> .
<i>Computer Fraud.</i>	1. Means an intentional, unauthorized, and fraudulent entry or change of data or computer instructions, directly into or within, a <i>Computer System</i>, that: a. is not made by an <i>Insured Person</i>, an <i>Independent Contractor</i>, or any other person under the direct supervision of the <i>Insured</i>; and b. causes <i>Money</i>, <i>Securities</i>, or <i>Other Property</i> to be transferred, paid, or delivered from inside the <i>Insured Entity's</i> premises or the <i>Insured Entity's</i> financial institution premises to a place outside of such premises. 2. Does not include <i>Social Engineering Fraud</i>.
<i>Computer System.</i>	Means a computer and connected input, output, processing, storage, or communication device, or related network, operating system, website, or application software, that is: 1. under the operational control of, and owned by, licensed to, or leased to: a. the <i>Insured Entity</i>; or b. an <i>Insured Person</i>, while authorized by, and transacting business on behalf of, the <i>Insured Entity</i>, except under the Betterment or Data Restoration Insuring Agreements, or any Cyber Crime Insuring Agreement; or 2. operated by an <i>IT Provider</i>, but only the portion of such computer system used to provide hosted computer resources to the <i>Insured Entity</i>, except under the Betterment or Business Interruption Insuring Agreements.
<i>Confidential Information.</i>	Means a third party's or <i>Insured Person's</i> private or confidential information that is in the care, custody, or control of the <i>Insured Entity</i> , or a service provider acting on behalf of the <i>Insured Entity</i> .
<i>Covered Material.</i>	1. Means content that is created or disseminated, via any form or expression, by, or on behalf of, the <i>Insured Entity</i>. 2. Does not include: a. tangible product designs; or b. content created or disseminated by the <i>Insured Entity</i> on behalf of a third party.
<i>Cyber Extortion Costs.</i>	1. Means, with the Insurer's prior written consent: a. <i>Ransom</i>, in direct response to a <i>Cyber Extortion Threat</i>; b. reasonable amounts incurred or paid by the <i>Insured</i> in the process of paying, or attempting to pay, <i>Ransom</i>; or c. reasonable amounts incurred or paid by the <i>Insured</i>, recommended by an <i>Approved Provider</i>, to mitigate <i>Ransom</i>. 2. Does not include <i>Computer And Legal Expert Costs</i> or <i>Restoration Costs</i>.
<i>Cyber Extortion Threat.</i>	Means a threat to: 1. access or disclose: a. <i>Confidential Information</i>; or b. an <i>Insured Entity's</i> information without authorization; or 2. commit or continue a <i>Security Breach</i>, made against the <i>Insured Entity</i> for <i>Ransom</i>.
<i>Defense Costs.</i>	1. Means reasonable fees and costs incurred by the Insurer, or the <i>Insured</i> with the Insurer's prior written consent, in the: a. investigation; b. defense; c. settlement; or

	d. appeal, of a <i>Claim</i>.
	2. Includes up to \$1,000 per day for loss of earnings due to an <i>Insured Person's</i> attendance in court, if at the Insurer's request. 3. Does not include wages, benefits, or overhead of the Insurer or of the <i>Insured</i>.
<i>Discover, Discovered, Discovery.</i>	Means when an <i>Executive Officer</i> first becomes aware of facts that would cause a reasonable person to assume that a <i>First Party Loss</i> has been or will be incurred, regardless of when the act or acts causing or contributing to such <i>First Party Loss</i> occurred, even though the exact amount or details of such <i>First Party Loss</i> may not then be known.
<i>Employee.</i>	1. Means a natural person while their labor is engaged and directed by the <i>Insured Entity</i>, and who is: a. a full-time, part-time, seasonal, or temporary worker compensated directly by the <i>Insured Entity</i> through wages, salaries, or commissions; b. a volunteer, student, or intern; or c. a worker whose services have been leased to the <i>Insured Entity</i> by a labor leasing firm under a written agreement. 2. Does not include any: a. agent; b. broker; c. consignee; d. independent contractor; or e. representative, of the <i>Insured Entity</i>.
<i>Executive Officer.</i>	Means a natural person while acting as the <i>Insured Entity's</i> : 1. chief executive officer; 2. chief financial officer; 3. chief information security officer; 4. risk manager; 5. in-house general counsel; or 6. the functional equivalent of 1 through 5.
<i>Extra Expense.</i>	Means reasonable costs incurred by the <i>Insured Entity</i> , with the Insurer's written consent, that: 1. result from a <i>First Party Event</i>; 2. are in excess of the <i>Insured Entity's</i> normal operating costs; 3. are intended to reduce <i>Income Loss</i>; and 4. would not have been incurred had there been no <i>First Party Event</i>.
<i>First Party Event.</i>	1. Means: a. <i>Computer Fraud</i>; b. <i>Cyber Extortion Threat</i>; c. <i>Funds Transfer Fraud</i>; d. <i>IT Provider Breach</i>; e. <i>Media Act</i>; f. <i>Privacy Breach</i>; g. <i>Security Breach</i>; h. <i>Social Engineering Fraud</i>; i. <i>System Failure</i>; or j. <i>Telecom Fraud</i>.

	2. <i>First Party Events</i> that have a common: a. nexus; b. set of facts; c. circumstance; d. situation; e. event; or f. decision, are deemed a single <i>First Party Event</i>.
<i>First Party Insuring Agreements.</i>	Means the: 1. Breach Response Insuring Agreements; 2. Business Loss Insuring Agreements; and 3. Cyber Crime Insuring Agreements.
<i>First Party Loss.</i>	1. Means: a. <i>Betterment Costs</i>; b. <i>Business Interruption Loss</i>; c. <i>Computer And Legal Expert Costs</i>; d. <i>Cyber Extortion Costs</i>; e. <i>Money</i>; f. <i>Other Property</i>; g. <i>Privacy Breach Notification Costs</i>; h. <i>Public Relations Costs</i>; i. <i>Reputation Harm</i>; j. <i>Restoration Costs</i>; k. <i>Securities</i>; or l. <i>Telecom Charges</i>. 2. Other than <i>Accounting Costs</i>, does not include amounts: a. to establish <i>First Party Loss</i>; or b. to prepare the <i>Insured Entity's</i> Proof of Loss.
<i>Funds Transfer Fraud.</i>	1. Means a fraudulent instruction that: a. is electronically sent to a financial institution that is not an <i>Insured</i>, at which the <i>Insured Entity</i> maintains an account; b. directs the transfer, payment, or delivery of <i>Money</i> or <i>Securities</i> from the <i>Insured Entity's</i> account; c. is purportedly sent by the <i>Insured Entity</i>; d. is sent by someone, other than an <i>Insured</i>; and e. is sent without the <i>Insured Entity's</i> knowledge or consent. 2. Does not include <i>Social Engineering Fraud</i>.
<i>Impacted Parties.</i>	Means the persons or entities whose <i>Confidential Information</i> was, or is suspected to have been, stolen or lost, or accessed or disclosed without authorization.
<i>Income Loss.</i>	1. Means pretax net profit the <i>Insured Entity</i> did not earn, and net loss the <i>Insured Entity</i> incurred, because of a <i>First Party Event</i>. Continuing normal and necessary operating expenses and payroll are part of the pretax net profit or net loss calculation. 2. Does not include: a. <i>Extra Expense</i>; b. contractual penalties;

	c. costs incurred to replace or improve a <i>Computer System</i> to a level of functionality beyond what existed prior to the <i>First Party Event</i>; d. costs incurred to identify or remediate computer system errors or vulnerabilities; e. interest or investment income; or f. loss incurred due to unfavorable business conditions not related to the <i>First Party Event</i>.
<i>Independent Contractor.</i>	Means a natural person, other than an <i>Employee</i> , while performing services for the <i>Insured Entity</i> under a written agreement.
<i>Insured.</i>	Means: 1. <i>Insured Persons</i>; 2. <i>Insured Entities</i>; or 3. for the Liability Insuring Agreements only, also includes <i>Additional Insureds</i>.
<i>Insured Entity.</i>	Means: 1. the Named Insured; or 2. <i>Subsidiaries</i>.
<i>Insured Person.</i>	Means: 1. <i>Employees</i>; 2. natural persons while: a. officers; b. partners; c. the sole proprietor; d. in-house general counsel; or e. members of a board of directors, trustees, or governors, of the <i>Insured Entity</i>; or 3. for the Liability Insuring Agreements only, also includes <i>Independent Contractors</i>.
<i>IT Provider.</i>	Means an entity while under a written agreement with the <i>Insured Entity</i> to provide it with: 1. hosted computer application services; 2. cloud services or computing; 3. electronic data hosting, back-up, storage, and processing; 4. co-location services; 5. platform-as-a-service; or 6. software-as-a-service.
<i>IT Provider Breach.</i>	Means: 1. unauthorized access to; 2. use of authorized access to cause intentional harm to; 3. a denial-of-service attack against; or 4. the introduction of a <i>Virus</i> into, an <i>IT Provider's</i> computer system, resulting in total or partial interruption.
<i>Loss.</i>	1. Means: a. <i>Defense Costs</i>; b. damages, judgments, settlements, or prejudgment or postjudgment interest, that an <i>Insured</i> is legally obligated to pay as a result of a <i>Claim</i>, including: i. court awarded legal fees; and

	ii. punitive or exemplary damages, or the multiple portion of a multiplied damage award, to the extent insurable under the most favorable applicable law; c. <i>Payment Card Contract Penalties</i>; d. for the Regulatory Proceedings Insuring Agreement, means <i>Regulatory Costs</i>; or e. for <i>First Party Insuring Agreements</i>, means <i>First Party Loss</i>.
	2. Loss does not include voluntary payments made by the <i>Insured</i> with respect to a <i>Claim</i> .
	3. Loss, other than <i>Defense Costs</i> , does not include: a. civil or criminal fines, penalties, sanctions, or taxes, except for: i. <i>Payment Card Contract Penalties</i>; or ii. <i>Regulatory Costs</i>; b. amounts uninsurable under applicable law; c. restitution, return, or disgorgement of any profits; d. liquidated damages in excess of the amount for which the <i>Insured</i> would be liable absent the liquidated damages provision of a contract; or e. the cost of complying with injunctive or nonmonetary relief.
<i>Media Act.</i>	Means, in <i>Covered Material</i> : 1. the unauthorized use of copyright, title, slogan, trademark, trade dress, service mark, domain name, logo, or service name; 2. the unauthorized use of a literary or artistic format, character, or performance; 3. a violation of an individual's right of privacy or publicity; 4. defamation, libel, slander, trade libel, or other tort related to disparagement or harm to the reputation or character of any person or entity; 5. the misappropriation of ideas under an implied contract; 6. improper deep-linking or framing; or 7. unfair competition, when alleged in connection with 1 through 6.
<i>Merchant Service Agreement.</i>	Means a contract between the <i>Insured Entity</i> and an acquiring bank, or other acquiring institution, that establishes the terms and conditions for accepting and processing payment card transactions.
<i>Money.</i>	1. Means: a. currency, coins, or bank notes in circulation; b. bullion; c. <i>Virtual Currency</i>; d. traveler's checks; e. certified or cashier's checks; or f. money orders. 2. Does not include <i>Securities</i>.
<i>Notification.</i>	Means written notice to <i>Impacted Parties</i> about a <i>Privacy Breach</i> or <i>Security Breach</i> . Multiple <i>Notifications</i> about the same <i>Privacy Breach</i> or <i>Security Breach</i> are deemed one <i>Notification</i> .
<i>Optional ERP.</i>	Means an extended reporting period for the time shown in the Optional ERP Endorsement starting on the effective date this Coverage is: 1. canceled; or 2. not renewed.
<i>Other Property.</i>	Means tangible property, other than <i>Money</i> or <i>Securities</i> that has intrinsic value.
<i>Payment Card Contract Penalties.</i>	Means fines, penalties, or assessments imposed under a <i>Merchant Service Agreement</i> against an <i>Insured Entity</i> for noncompliance with <i>Payment Card Security Standards</i> .

<i>Payment Card Security Standards.</i>	Means the Payment Card Industry Data Security Standard (PCI-DSS), or similar standard, to which the <i>Insured Entity</i> has agreed in a <i>Merchant Service Agreement</i> .
<i>Period Of Indemnity.</i>	Means the Period Of Indemnity shown in the CyberRisk Declarations. It begins on the earlier of the date of the first: 1. <i>Notification</i>; or 2. <i>Adverse Media Report</i>, whichever is earlier.
<i>Period Of Restoration.</i>	Means the period of time that begins after the <i>Wait Period</i> ends, and ends on the earlier of: 1. the expiration of the Period Of Restoration shown in the CyberRisk Declarations; or 2. when the <i>Insured Entity's</i> business operations have been restored for a consecutive 24-hour period to the level of operation that existed immediately before the <i>First Party Event</i>.
<i>Policy Period.</i>	Means the Policy Period shown in the Declarations, which is subject to the cancelation of this Policy.
<i>Pollutant.</i>	Means a solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
<i>Potential Claim.</i>	Means conduct or circumstances that could reasonably be expected to give rise to a <i>Claim</i> .
<i>Privacy And Security Act.</i>	Means: 1. the failure to prevent a <i>Privacy Breach</i>; 2. the failure to destroy <i>Confidential Information</i>; 3. a violation of law, when alleged in connection with 1 or 2; 4. the failure to provide <i>Notification</i> required by law; 5. the failure to comply with a <i>Privacy Policy</i>; 6. the unauthorized, unlawful, or wrongful collection of <i>Confidential Information</i>; or 7. the failure to prevent a <i>Security Breach</i>, directly resulting in the: a. alteration or deletion of <i>Confidential Information</i>; b. transmission of a <i>Virus</i> into a computer or network system that is not a <i>Computer System</i>; c. participation in a denial-of-service attack directed against a computer or network system that is not a <i>Computer System</i>; or d. failure to provide an authorized user with access to a <i>Computer System</i>.
<i>Privacy Breach.</i>	Means the loss or theft of, or unauthorized access to or disclosure of, <i>Confidential Information</i> .
<i>Privacy Breach Notification Costs.</i>	Means reasonable costs or fees incurred or paid by an <i>Insured Entity</i> , voluntarily or as required by agreement or law, for: 1. printing and delivering notice to; 2. providing credit or identity monitoring for up to 24 months, or longer where required by law, to; 3. call center services for; 4. the costs to purchase an identity fraud insurance policy to benefit natural persons who are; or 5. with the Insurer's prior written consent, other services to mitigate <i>Loss</i> or provide notice to, <i>Impacted Parties</i>, if recommended and provided by an <i>Approved Provider</i>.
<i>Privacy Policy.</i>	Means the <i>Insured Entity's</i> publicly available written policies or procedures regarding <i>Confidential Information</i> .

<i>Public Relations Costs.</i>	Means reasonable costs or fees for public relations services recommended and provided by an <i>Approved Provider</i> to mitigate or prevent negative publicity.
<i>Ransom.</i>	- Means: <i>Money</i>; <i>Securities</i>; or - the fair market value of property or services, paid or surrendered by, or on behalf of, the <i>Insured</i>. - Will be valued as of the date paid or surrendered.
<i>Regulatory Costs.</i>	Means: - civil money fines; - civil penalties; or - amounts deposited in a consumer redress fund, imposed in a <i>Regulatory Proceeding</i>, to the extent insurable under the most favorable applicable law.
<i>Regulatory Proceeding.</i>	Means an administrative or regulatory proceeding, or a civil investigative demand, brought by a domestic or foreign governmental entity.
<i>Reputation Harm.</i>	Means damage to the <i>Insured Entity's</i> reputation incurred during the <i>Period Of Indemnity</i> that results in <i>Income Loss</i>, other than the value of: - coupons; - price discounts; - prizes; - awards; or - consideration given by the <i>Insured</i> in excess of the contracted or expected amount.
<i>Restoration Costs.</i>	- Means the reasonable amounts incurred or paid by the <i>Insured</i>, with the Insurer's prior written consent: - to restore or recover damaged or destroyed computer programs, software, or electronic data stored within a <i>Computer System</i>, to its condition immediately before a <i>Security Breach</i>; or - to determine that such computer programs, software, or electronic data cannot reasonably be restored or recovered. - Does not include: - costs to recover or replace computer programs, software, or electronic data that the <i>Insured</i> did not have a license to use; - costs to design, update, or improve the operation of computer programs or software; - costs to recreate work product, research, or analysis; or - wages, benefits, or overhead of the <i>Insured</i>.
<i>Run-Off Period.</i>	Means the period starting on the date of the <i>Change Of Control</i> to the end of the <i>Policy Period</i> .
<i>Securities.</i>	Means written agreements representing <i>Money</i> or property, other than <i>Virtual Currency</i> .
<i>Security Breach.</i>	Means: - the unauthorized access to; - the use of authorized access to cause intentional harm to; - a denial-of-service attack against; or - the introduction of a <i>Virus</i> into, a <i>Computer System</i>.

<i>Social Engineering Fraud.</i>	Means intentionally misleading an <i>Insured Person</i> , by providing an instruction that: 1. is not made by an <i>Insured</i>; 2. is purportedly from a <i>Vendor, Client, or Insured Person</i>; 3. directs the <i>Insured Person</i> to transfer, pay, or deliver <i>Money or Securities</i>; 4. contains a misrepresentation of material fact; and 5. is relied upon by the <i>Insured Person</i>, believing the material fact to be true.
<i>Subsidiary.</i>	Means: 1. an entity while the Named Insured owns more than 50% of the outstanding securities or voting rights representing the right to select the entity's board of directors, or functional equivalent; 2. a nonprofit entity while the Named Insured exercises management control over such entity; or 3. an entity while the Named Insured owns exactly 50%, as a joint venture, and while an <i>Insured Entity</i> controls the entity's management and operations under a written agreement.
<i>System Failure.</i>	Means an accidental, unintentional, and unplanned total or partial interruption of a <i>Computer System</i> , not caused by: 1. a <i>Security Breach</i>; or 2. a total or partial interruption of a third party computer system or network.
<i>Telecom Charges.</i>	Means amounts charged to the <i>Insured Entity</i> for telephone services by its telephone service provider.
<i>Telecom Fraud.</i>	Means the unauthorized access to, or use of, the <i>Insured Entity's</i> telephone system by a person or entity other than an <i>Insured Person</i> .
<i>Vendor.</i>	Means a person or entity that provides goods or services to the <i>Insured Entity</i> under an agreement.
<i>Virtual Currency.</i>	1. Means a publicly available digital or electronic medium of exchange used and accepted as a means of payment. 2. Does not include: a. coupons; b. discounts; c. gift cards; d. rebates; e. reward points; or f. similar mediums of exchange.
<i>Virus.</i>	Means malicious code that could destroy, or change the integrity or performance of, electronic data, software, or operating systems.
<i>Wait Period.</i>	Means the Wait Period shown in the CyberRisk Declarations. It begins when a total or partial interruption to an <i>Insured Entity's</i> business operations is caused by a <i>First Party Event</i> . A separate <i>Wait Period</i> applies to each unrelated <i>First Party Event</i> .
<i>Wrongful Act.</i>	1. Means any: a. <i>Media Act</i>; or b. <i>Privacy And Security Act</i>. 2. All <i>Wrongful Acts</i> that share a common: a. nexus; b. set of facts; c. circumstance;

- d. situation;
 - e. event; or
 - f. decision,
- are deemed a single *Wrongful Act* that occurred at the time the first such *Wrongful Act* occurred.

Exclusions

Assumed Liability.	- The Insurer will not pay <i>Loss</i> arising out of liability assumed by an <i>Insured</i>. - This does not apply: - when the <i>Insured</i> would have been liable in the absence of such assumption of liability; - to a <i>Claim</i> for <i>Payment Card Contract Penalties</i>; - to <i>Privacy Breach Notification Costs</i>; or - to any privacy or confidentiality obligation that the <i>Insured</i> has agreed to under a <i>Privacy Policy</i> or nondisclosure agreement.
Bodily Injury.	- The Insurer will not pay <i>Loss</i> for: - bodily injury; - sickness; - disease; - death; or - loss of consortium. - This does not apply to: - emotional distress; - mental anguish; - humiliation; or - loss of reputation.
Conduct.	- The Insurer will not pay <i>Loss</i> arising out of an <i>Insured's</i>: - intentionally dishonest or fraudulent act or omission; or - willful violation of law or regulation. - This does not apply to: <i>Defense Costs</i>; or <i>Loss</i> other than <i>Defense Costs</i>, unless a final nonappealable adjudication in the underlying action establishes such conduct occurred. - In applying this exclusion, knowledge or conduct of an <i>Insured</i> will not be imputed to another <i>Insured</i>, except that knowledge or conduct of an <i>Executive Officer</i> will be imputed to the <i>Insured Entity</i>.
Cyber Crime.	The Cyber Crime Insuring Agreements do not apply to: - indirect or consequential loss; - potential income, including interest and dividends, not realized by an <i>Insured</i> or <i>Client</i>; - loss of confidential information; - loss of intellectual property; - loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, or other cards; - loss resulting from a fraudulent instruction, if the sender or anyone acting in collusion with the sender, ever had authorized access to the <i>Insured's</i> password, PIN, or other security code; - amounts the <i>Insured</i> incurs without a legal obligation to do so;

	- loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter electronic data or send instructions, provided this does not apply to the Social Engineering Fraud Insuring Agreement; - loss resulting from the failure of any party to perform under any contract; or - loss due to any nonpayment of, or default upon, any loan, extension of credit, or similar promise to pay.
Government Action.	The Insurer will not pay <i>Loss</i> arising out of: - seizure; - confiscation; - nationalization; - requisition; or - destruction of property, by or under the order of domestic or foreign government authority.
Infrastructure.	The Insurer will not pay <i>Loss</i> arising out of a total or partial interruption or failure of any: - satellite; - electrical or mechanical system; - electric, gas, water, or other utility; - cable, telecommunications, or Internet service provider; or - other infrastructure, except when such is under the <i>Insured's</i> control.
Insured vs. Insured.	- The Insurer will not pay <i>Loss</i> for a <i>Claim</i> brought by or on behalf of: - an <i>Insured</i>; or - an entity that, at the time the <i>Wrongful Act</i> occurs, or the date the <i>Claim</i> is made: - is owned, operated, or controlled by any <i>Insured</i>; or - owns, operates, or controls any <i>Insured</i>. - This does not apply to a <i>Claim</i>: - by an <i>Insured Person</i> for contribution or indemnity, if resulting from another covered <i>Claim</i>; or - by or on behalf of an <i>Insured Person</i> or <i>Additional Insured</i> who did not commit or participate in the <i>Wrongful Act</i>.
Intellectual Property.	The Insurer will not pay <i>Loss</i> arising out of an <i>Insured's</i> misappropriation, infringement, or violation of: - copyrighted software; - patent rights or laws; or - trade secret rights or laws.
Labor Disputes.	The Insurer will not pay <i>Loss</i> under the Business Loss Insuring Agreements arising out of labor disputes.
Licensing And Royalties.	The Insurer will not pay <i>Loss</i> arising out of any obligation to pay licensing fees or royalties.
Ownership Rights.	The Insurer will not pay <i>Loss</i> for a <i>Claim</i> by, or on behalf of, an independent contractor, joint venturer, or venture partner arising out of disputes over ownership rights in <i>Covered Material</i>.
Physical Peril.	The Insurer will not pay <i>Loss</i> arising out of: - fire, smoke, or explosion; - lightning, wind, rain, or hail;

	3. surface water, waves, flood, or overflow of any body of water; 4. earthquake, earth movement, or earth sinking; 5. mudslide, landslide, erosion, or volcanic eruption; 6. collapse, wear and tear, rust, corrosion, or deterioration; 7. magnetic or electromagnetic fields; 8. extremes of temperature or humidity; or 9. any similar physical event or peril.
Pollution.	The Insurer will not pay <i>Loss</i> arising out of: 1. the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of a <i>Pollutant</i>; 2. a request, demand, order, or statutory, or regulatory requirement that an <i>Insured</i> or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess, the effects of, a <i>Pollutant</i>; or 3. testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of, a <i>Pollutant</i>.
Prior Acts.	The Insurer will not pay <i>Loss</i> arising out of a <i>Wrongful Act</i> that occurs prior to the Retro Date shown in the CyberRisk Declarations.
Prior Matters.	The Insurer will not pay <i>Loss</i> arising out of any fact, circumstance, situation, event, or <i>Wrongful Act</i>: 1. that is, or reasonably would be regarded as, the basis for a <i>Claim</i> under the Liability Insuring Agreements about which any <i>Executive Officer</i> had knowledge prior to the Knowledge Date shown in the CyberRisk Declarations; 2. that, prior to the Inception date shown in the Declarations, was the subject of any notice of claim, or circumstance, given by or on behalf of any <i>Insured</i> and accepted under any policy of insurance that this Coverage directly renews, replaces, or succeeds in time; or 3. previously alleged in a civil, criminal, administrative, or regulatory proceeding against any <i>Insured</i> prior to the P&P Date shown in the CyberRisk Declarations.
Property Damage.	1. The Insurer will not pay <i>Loss</i> under the Liability or Breach Response Insuring Agreements for the: a. damage to; b. destruction of; c. loss of; or d. loss of use of, any tangible property. 2. The Insurer will not pay <i>Loss</i> under the Cyber Crime or Business Loss Insuring Agreements arising out of the: a. damage to; b. destruction of; c. loss of; or d. loss of use of, any tangible property, other than loss of <i>Other Property</i> covered under the Computer Fraud Insuring Agreement.
Securities Laws.	The Insurer will not pay <i>Loss</i> arising out of: 1. a violation of a securities law or regulation; or 2. except under the Cyber Crime Insuring Agreements: a. the ownership of; b. the sale or purchase of; or c. the offer to sell or purchase, stock or other securities.

Unlawful Collection.	1. The Insurer will not pay <i>Loss</i> arising out of the collection of <i>Confidential Information</i> in violation of law. 2. This does not apply to <i>Defense Costs</i>.
Unsolicited Communications.	1. The Insurer will not pay <i>Loss</i> arising out of a violation of a law that restricts or prohibits unsolicited communications. 2. This does not apply to a <i>Security Breach</i> under the Breach Response Insuring Agreements.
War.	1. The Insurer will not pay <i>Loss</i> arising out of: a. war, including undeclared or civil war; b. warlike action, including action in hindering or defending against an actual or expected attack, by any government, military force, sovereign, or other authority using military personnel or other agents; or c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these. 2. This does not apply to an actual or threatened attack against a <i>Computer System</i> with intent to cause harm, or further social, ideological, religious, political, or similar objectives, except when in support of 1a through 1c.

Limits And Retentions

Limits Of Insurance.	1. The most the Insurer will pay for all <i>Loss</i> is the CyberRisk Aggregate Limit shown in the CyberRisk Declarations. 2. The most the Insurer will pay for all <i>Loss</i> under an Insuring Agreement is the applicable Limit for such Insuring Agreement shown in the CyberRisk Declarations; but: a. The most the Insurer will pay for all <i>Payment Card Contract Penalties</i> is the Payment Card Costs Limit shown in the CyberRisk Declarations, which is within and will reduce the Privacy And Security Limit. b. The most the Insurer will pay for all <i>Business Interruption Loss</i> that results from a <i>System Failure</i> is the System Failure Limit shown in the CyberRisk Declarations, which is within and will reduce the Business Interruption Limit. c. Payment of <i>Loss</i> under the Dependent Business Interruption Insuring Agreement and Reputation Harm Insuring Agreement is within and will reduce, the remaining Business Interruption Limit. d. The most the Insurer will pay for all <i>Accounting Costs</i> is the Accounting Costs Limit shown in the CyberRisk Declarations, which is within and will reduce the Limit for the applicable Business Loss Insuring Agreement. e. If a Betterment Coparticipation percentage is shown in the CyberRisk Declarations, such percentage of <i>Betterment Costs</i> will be paid by the <i>Insured</i>. The Insurer will pay the remaining <i>Betterment Costs</i>, up to the Betterment Limit shown in the CyberRisk Declarations. 3. The most the Insurer will pay for all <i>Loss</i> with respect to an <i>Additional Insured</i> is the limit agreed to in the agreement between such <i>Additional Insured</i> and the <i>Insured Entity</i>, or the applicable Limit shown in the CyberRisk Declarations, whichever is less. 4. If the CyberRisk Declarations indicates that a Shared Limit applies, the most the Insurer will pay under all Shared Coverages is the Shared Limit shown in the Shared Limit Declarations. 5. Once the CyberRisk Aggregate Limit or Shared Limit is exhausted, the premium is fully earned, and all obligations of the Insurer, including any duty to defend, will cease.
Retention.	1. The Insurer will only pay <i>Loss</i> once the applicable Retention shown in the CyberRisk Declarations has been paid by the <i>Insured</i>. 2. Except for the Betterment Insuring Agreement, if multiple Retentions apply to:

- a. a *Claim*;
 - b. a *First Party Event*; or
 - c. *Claims* and *First Party Events* that share a common nexus, set of facts, circumstance, situation, event, or decision,

the *Insured* will not pay more than the amount of the largest applicable Retention.
3. The *Insured Person* is deemed indemnified by the *Insured Entity* to the extent permitted or required by law, written agreement, or the by-laws of the *Insured Entity*. For the Liability Insuring Agreements, no Retention will apply to an *Insured Person* if indemnification by the *Insured Entity* is:
 - a. not permitted by law; or
 - b. not possible due to the financial insolvency of such *Insured Entity*.
4. The Insurer may pay any amount of Retention. In such event, the *Insured* agrees to repay the Insurer such amounts.

Other Conditions

Allocation.	1. Subject to Other Conditions, Settlement, if an <i>Insured</i> incurs: a. Loss jointly with others who are not covered for a <i>Claim</i>; or b. Loss covered and loss not covered by this Coverage because a <i>Claim</i> includes both covered and uncovered matters, then the <i>Insured</i> and the Insurer will use their best efforts to allocate such amount between covered Loss and uncovered loss based upon the relative legal and financial exposures of the parties to covered and uncovered matters. 2. If the CyberRisk Declarations shows that the Insurer has the duty to defend <i>Claims</i>, all <i>Defense Costs</i> will be allocated to covered Loss.
Cancellation And Nonrenewal.	1. The Insurer will cancel this Coverage only if premium is not paid when due. If nonpayment occurs, the Insurer will give at least 20 days written notice of cancellation to the Named Insured. Unless payment is received when due, this Coverage will be canceled. 2. The Named Insured may cancel any part of this Coverage by giving advanced written notice to the Insurer, stating when such cancellation will be effective. 3. If any part of this Coverage is canceled, the Insurer will refund the unearned premium on a pro rata basis. 4. The Insurer is not required to renew this Coverage upon its expiration. If the Insurer elects not to renew, it will provide the Named Insured written notice to that effect at least 60 days before the Expiration date shown in the Declarations.
Change Of Structure.	1. Under the Liability and Breach Response Insuring Agreements, if a <i>Change Of Control</i> occurs during the <i>Policy Period</i>, the coverage will continue for the <i>Run-Off Period</i>. 2. Coverage during the <i>Run-Off Period</i> is only for <i>Wrongful Acts</i> or <i>First Party Events</i> occurring before such <i>Change Of Control</i>. 3. Under the Cyber Crime and Business Loss Insuring Agreements, if an entity ceases to be an <i>Insured Entity</i> during the <i>Policy Period</i>, <i>First Party Loss</i> is only covered if: a. such <i>First Party Loss</i> is sustained; and b. the applicable <i>First Party Event</i> is <i>Discovered</i>, prior to the time such entity ceased to be an <i>Insured Entity</i>. 4. The Named Insured may request to extend the time of the <i>Run-Off Period</i>.
Claim Defense.	1. If the CyberRisk Declarations shows that the Insurer has the duty to defend <i>Claims</i>, the Insurer: a. has the right and duty to defend covered <i>Claims</i>, even if groundless or false; b. has the right to select defense counsel for such <i>Claims</i>; and

- c. has no duty to defend, or to continue to defend, *Claims* after the applicable Limit has been exhausted.
2. If the CyberRisk Declarations shows that the Insurer does not have the duty to defend *Claims*:
 - a. the *Insured* has the duty to defend *Claims*;
 - b. the Insurer has the right to participate in the selection of defense counsel;
 - c. the Insurer has the right to participate in the investigation, defense, and settlement of such *Claims*;
 - d. subject to the applicable Limit, the Insurer will reimburse the *Insured* for *Defense Costs*;
 - e. upon written request, the Insurer will advance *Defense Costs*; and
 - f. advanced *Defense Costs* will be repaid to the Insurer to the extent that the *Insured* is not entitled to such payment.
3. With respect to a *Claim*, the *Insured* will not, without the Insurer's prior written consent:
 - a. make an offer to settle, or settle, a *Claim*;
 - b. admit liability; or
 - c. except at the *Insured's* own cost, make a voluntary payment, pay or incur *Defense Costs* or other expense, or assume any obligation.

Cyber Crime And Business Loss Change.

The Cyber Crime and Business Loss Insuring Agreements will end upon:

1. a *Change Of Control*; or
2. the voluntary liquidation or dissolution of the Named Insured.

ERP –Automatic.

1. The *Automatic ERP* applies without additional premium.
2. *Claims* resulting from *Wrongful Acts* that occur prior to cancelation or nonrenewal can be made and reported to the Insurer during the *Automatic ERP*. Such *Claim* is deemed reported on the last day of the *Policy Period*.
3. The most the Insurer will pay for *Loss* resulting from *Claims* reported during the *Automatic ERP* is the remaining portion of the applicable Limit shown in the CyberRisk Declarations as of the effective date of cancelation or nonrenewal.

ERP –Optional.

1. The Named Insured may elect to purchase an *Optional ERP* shown in the CyberRisk Declarations for any reason other than nonpayment of premium. The *Optional ERP* will only take effect if:
 - a. the Insurer receives written notice of such election no later than 90 days after cancelation or nonrenewal; and
 - b. the additional premium for the *Optional ERP* is paid when due.
2. *Claims* or *Potential Claims* resulting from *Wrongful Acts* that occur prior to cancelation or nonrenewal can be made and reported to the Insurer during the *Optional ERP*. Such *Claim* or *Potential Claim* is deemed reported on the last day of the *Policy Period*.
3. For the Privacy Breach Notification, Computer And Legal Experts, and Public Relations Insuring Agreements, *First Party Loss* that results from a *First Party Event* occurring prior to cancelation or nonrenewal can be *Discovered* during the *Optional ERP*. Such *First Party Event* is deemed *Discovered* on the last day of the *Policy Period*.
4. The premium due for the *Optional ERP* is shown in the CyberRisk Declarations. Such premium is fully earned at the start of the *Optional ERP*.
5. The most the Insurer will pay for *Loss* resulting from *Claims* made, or *First Party Events Discovered*, during the *Optional ERP* is the remaining portion of the applicable Limit shown in the CyberRisk Declarations as of the effective date of cancelation or nonrenewal.
6. When the *Optional ERP* applies, it replaces the *Automatic ERP* and the Extended Discovery Period for the Privacy Breach Notification, Computer And Legal Experts, and Public Relations Insuring Agreements.

Extended Discovery Period.

1. For the *First Party Insuring Agreements*, the *Insured* has an extended period of time to *Discover* a *First Party Loss* arising out of a *First Party Event* that occurred prior to the effective date of cancelation. Such *First Party Event* will be deemed *Discovered* on the last day of the *Policy*

	<i>Period</i>. This period begins on the effective date such <i>First Party Insuring Agreement</i> is canceled. It ends on the earlier of: 90 days; or - the effective date of similar coverage purchased by the <i>Insured</i>, even if such insurance does not provide coverage for loss sustained prior to its effective date. 2. When <i>Optional ERP</i> is purchased, it replaces the Extended Discovery Period for the Privacy Breach Notification, Computer And Legal Experts, and Public Relations Insuring Agreements.
Income Loss Appraisal.	If, after submission of the Proof of Loss, the Insurer and <i>Insured</i> do not agree on the amount of <i>Income Loss</i>, each party will select an appraiser. If the appraisers do not agree, they will select an umpire. Each appraiser will submit the amount of <i>Income Loss</i> to the umpire. Agreement by the umpire and at least one of the appraisers as to the amount of <i>Income Loss</i> is binding. Each party will: - pay its own appraiser, except when covered as <i>Accounting Costs</i>, and - share the fees and costs of the umpire equally.
Notice Of Claim.	- If an <i>Insured</i> gives the Insurer written notice of a <i>Potential Claim</i> during the <i>Policy Period</i>, or any extended reporting period, then a <i>Claim</i> subsequently arising from such <i>Potential Claim</i> will be deemed made on the last day of the <i>Policy Period</i>. Such notice must include a description of the anticipated allegations of <i>Wrongful Acts</i>, potential damages, and the names of potential claimants and <i>Insureds</i> involved. - Once an <i>Executive Officer</i> becomes aware that a <i>Claim</i> has been made, the <i>Insured</i> must give the Insurer written notice of such <i>Claim</i> as soon as practicable. If such <i>Claim</i> involves facts that are subject to a court order or law enforcement hold, the <i>Insured</i> must give the Insurer written notice of such <i>Claim</i> as soon as practicable once such order or hold is not in effect. Such notice must include a copy of the <i>Claim</i> or description of its particulars. - All notices under this section must be sent to the Insurer at an address shown in the Declarations.
Notice Of First Party Event.	- Upon the <i>Discovery</i> of a <i>First Party Event</i>, the <i>Insured</i> must give the Insurer written notice of the particulars of such event, as soon as practicable. - If such <i>First Party Event</i> causes <i>First Party Loss</i> under the Cyber Crime or Business Loss Insuring Agreements in an amount more than 25% of the applicable Retention, the <i>Insured</i> must: - give the Insurer a detailed, sworn Proof of Loss within 120 days; - submit to an examination Under Oath, and give the Insurer a signed statement of the <i>Insured's</i> answers; and - notify law enforcement, if such <i>First Party Event</i> violates law. - Demands for payment of <i>First Party Loss</i> must be provided to the Insurer by the <i>Insured Entity</i>. - All notices and demands must be sent to the Insurer at an address shown in the Declarations.
Other Insurance.	- The Breach Response and Business Loss Insuring Agreements are primary insurance. - The Liability and Cyber Crime Insuring Agreements are excess over, and will not contribute with, any other valid and collectible insurance available to the <i>Insured</i>. This applies even if such other insurance is stated to be primary, excess, or otherwise, unless such other insurance states by specific reference that it is excess over this Coverage.
Property Covered.	Coverage under the Cyber Crime Insuring Agreements is limited to property: - the <i>Insured Entity</i>: - owns; - leases; or - holds for others; or - for which the <i>Insured Entity</i> is legally liable, except property located inside premises of the <i>Insured Entity's</i> client or such client's financial institution.

Recovery And Subrogation.	1. The Insurer has no duty to recover amounts paid under this Coverage. 2. Amounts recovered from a third party, less costs incurred in obtaining such recovery, will be applied in this order: a. to the Insurer for any Retention it paid on behalf of an <i>Insured</i>; b. to the <i>Insured</i> for Loss the Insurer did not pay because the applicable Limit was exhausted; c. to the Insurer for Loss it paid; d. to the <i>Insured</i> for any Retention it paid; and then e. to the <i>Insured</i> for any uncovered loss it paid. 3. Recoveries do not include amounts from insurance or reinsurance. 4. The Insurer is subrogated to, and the <i>Insured</i> must transfer to the Insurer, all of the <i>Insured's</i> rights of recovery against any person or organization for Loss the Insurer has paid under this Coverage. The <i>Insured</i> agrees to: a. execute and deliver instruments and papers; b. do everything necessary to secure such rights; and c. do nothing to impair or prejudice those rights. 5. Subrogation will not apply if the <i>Insured</i>, prior to the date of a <i>Wrongful Act</i> or a <i>First Party Event</i>, waived its rights to recovery. 6. Any of the <i>Insured Entity's</i> property that the Insurer pays for becomes the Insurer's property.
Related Claims.	Multiple <i>Claims</i> arising out of the same <i>Wrongful Act</i> are a single <i>Claim</i> that is deemed first made on the date the earliest of such <i>Claims</i> is made, whether before or during the <i>Policy Period</i> .
Representations.	1. The Insurer has issued this coverage in reliance on the accuracy and completeness of the representations that the <i>Insured</i> made to the Insurer. 2. If any such representation is untrue, and: a. was material to the acceptance of the risk; and b. is material to a covered Loss, then this coverage will not apply to such Loss with respect to: i. an <i>Insured Person</i> who knew; or ii. an <i>Insured Entity</i>, if an <i>Executive Officer</i> knew, that such representation was untrue on the Inception date shown in the Declarations.
Settlement.	The Insurer may, with the written consent of the <i>Insured</i> , settle a <i>Claim</i> . If the Insurer and claimant agree to settle a <i>Claim</i> but the <i>Insured</i> withholds its consent, the <i>Insured</i> will be responsible for 20% of all: 1. <i>Defense Costs</i> incurred after the date the <i>Insured</i> withheld its consent; and 2. <i>Loss</i>, other than <i>Defense Costs</i>, in excess of such settlement offer.
Subsidiaries.	If a <i>Subsidiary</i> is acquired or created by an <i>Insured Entity</i> during the <i>Policy Period</i> , and its revenues are: 1. less than 35% of the total annual revenues of such <i>Insured Entity</i>, then it will be covered for <i>Wrongful Acts</i> or <i>First Party Events</i> that occur after its acquisition or creation; or 2. are at least 35% of the total annual revenues of such <i>Insured Entity</i>, then it will be covered for: a. <i>Wrongful Acts</i> that occur after its acquisition or creation, for <i>Claims</i> made; or b. <i>First Party Events</i> that occur after its acquisition or creation and that are <i>Discovered</i> and reported, within 90 days of its acquisition or creation, or the end of the <i>Policy Period</i>, whichever is earlier. Additional coverage may be negotiated at the time of acquisition or creation.

Suits Against The Insurer – Cyber Crime.	The <i>Insured Entity</i> may not bring any legal action against the Insurer involving a <i>First Party Event</i> covered under the Cyber Crime Insuring Agreements: 1. until 60 days after the <i>Insured Entity</i> has filed Proof of Loss; and 2. unless such legal action is commenced within two years from the date the <i>Insured Entity Discovers</i> the <i>First Party Event</i>.
Valuation Under First Party Insuring Agreements.	1. <i>Money</i>, except <i>Virtual Currency</i>, is valued in the U.S. dollar equivalent determined at the rate of exchange published by <u>The Wall Street Journal</u>: a. for the Cyber Crime Insuring Agreements, on the date the <i>First Party Event</i> was <i>Discovered</i>; and b. for the Breach Response and Business Loss Insuring Agreements, on the date of payment of <i>First Party Loss</i>. 2. <i>Securities</i> are valued at market value as of the close of business on the date the <i>First Party Event</i> was <i>Discovered</i>; and at its discretion, the Insurer will: a. pay the <i>Insured Entity</i> such value; b. replace such <i>Securities</i> in kind, in which case the <i>Insured Entity</i> must assign to the Insurer all rights, title, and interest in such <i>Securities</i>; or c. pay the cost of a Lost Securities Bond required when issuing duplicates of the <i>Securities</i>. Such Lost Securities Bond will have a penalty no more than the value of the <i>Securities</i> at the close of business on the date the <i>First Party Event</i> was <i>Discovered</i>. 3. <i>Virtual Currency</i> is valued in the U.S. dollar equivalent determined at the rate of exchange: a. for the Cyber Crime Insuring Agreements, on the date the <i>First Party Event</i> was <i>Discovered</i>; and b. for the Breach Response and Business Loss Insuring Agreements, on the date of payment of <i>First Party Loss</i>. 4. <i>Other Property</i> is valued for the lesser of: a. the actual cash value of the <i>Other Property</i> on the date the <i>First Party Event</i> was <i>Discovered</i>; or b. the cost to replace <i>Other Property</i> with comparable property, but only after such property is actually replaced.

There are three changes described below:

- 1. The following is added to **Cyber Crime Insuring Agreements**:
Conviction Reward. The Insurer will pay the *Insured Entity* for *Conviction Reward Costs* following a *First Party Event* that is *Discovered* during the *Policy Period*.
- 2. The following is added to **Definitions**:
Conviction Reward Costs. Means the reasonable amount paid by the *Insured Entity*, with the Insurer’s prior written consent, for information that leads to the arrest and conviction of a natural person responsible for a *First Party Event*.
- 3. The following is added to the **CyberRisk Declarations**:

	Limit	Retention
Conviction Reward:	\$25,000	0

There are three changes described below:

1. The following is added to **Definitions, Extra Expense**:

Includes such reasonable costs incurred by the *Insured Entity*, with the Insurer's written consent, to replace any *Bricked Equipment* with functionally equivalent equipment, if such *Bricked Equipment* is inoperable:

1. directly as a result of a *Security Breach*; and
2. if reasonable attempts to restore such *Bricked Equipment* fail.

Such costs may include newer versions or models of such *Bricked Equipment*.

2. The following is added to **Definitions**:

Bricked Equipment. Means any inoperable computer, input, output, processing, storage, or communication device:

1. owned by;
2. leased to;
3. licensed to; or
4. under the direct operational control of,

the *Insured Entity*, or an *Insured Person*, while authorized by, and transacting business on behalf of, the *Insured Entity*.

3. The following is added to **Exclusions, Property Damage 2**:

This does not apply to *Business Interruption Loss* resulting from the loss of use of a *Computer System*.

This endorsement changes the CyberRisk Coverage.

There are ten changes described below:

1. The following is added to **Cyber Crime Insuring Agreements**:

Vendor Or Client Payment Fraud.

The Insurer will pay the *Insured Entity* for *Vendor Or Client Payment Fraud Loss* that arises out of a *Security Breach* that is discovered during the Policy Period.

2. The following is added to **Definitions**:

Vendor Or Client Payment Fraud. Means an instruction that intentionally misleads a *Vendor* or *Client*, when such instruction:

1. is not made by an *Insured*;
2. is purportedly from an *Insured*;
3. directs such *Vendor* to perform services or deliver goods, or such *Client* to deliver payment to, an unintended recipient;
4. contains a misrepresentation of material fact; and
5. is relied upon by such *Vendor* or *Client*, believing the material fact to be true.

Vendor Or Client Payment Fraud Loss. Means:

1. Money owed to the *Insured Entity* but not collected for services rendered or goods delivered to a *Client*, or
2. the amount the *Insured Entity* paid a *Vendor* for goods or services the *Insured Entity* did not receive; directly caused by *Vendor Or Client Payment Fraud*.

3. The following is added to **Definitions, Computer Fraud**:

Does not include *Vendor Or Client Payment Fraud*.

4. The following is added to **Definitions, First Party Event**:

Includes *Vendor Or Client Payment Fraud*.

5. The following is added to **Definitions, First Party Loss**:

Includes *Vendor Or Client Payment Fraud Loss*.

6. The following is added to **Definitions, Funds Transfer Fraud**:

Does not include *Vendor Or Client Payment Fraud*.

7. The following replaces **Exclusions, Cyber Crime, 8**:

loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter electronic data or send instructions, provided this does not apply to the Social Engineering Fraud or the Vendor Or Client Payment Fraud Insuring Agreements.

8. The following is added to **Other Conditions, Property Covered**:

This does not apply to the Vendor Or Client Payment Fraud Insuring Agreement.

9. The following is added to **Other Conditions**:

Property Covered – Vendor Or Client Payment Fraud

Coverage under the Vendor Or Client Payment Fraud Insuring Agreement is limited to:

1. Money owed to the *Insured Entity* but not collected for services rendered or goods delivered to a *Client*, or
2. the amount the *Insured Entity* paid a *Vendor* for goods or services the *Insured Entity* did not receive.

10. The following is added to the Declarations:

Vendor Or Client Payment Fraud Limit
\$100,000

Vendor Or Client Payment Fraud Retention
\$5,000

Dependent Business Interruption – System Failure Endorsement

This endorsement changes the CyberRisk Coverage.

There are five changes described below:

1. The following is added to **Business Loss Insuring Agreements, Dependent Business Interruption**:

The Insurer will also pay the *Insured* for its *Business Interruption Loss*, directly caused by an *IT Provider System Failure* that is *Discovered* during the *Policy Period*.

2. The following is added to **Definitions, First Party Event**:

Includes an *IT Provider System Failure*.

3. The following is added to **Definitions**:

IT Provider System Failure. Means an accidental, unintentional, and unplanned total or partial interruption of an *IT Provider's* computer system not caused by an *IT Provider Breach*.

4. The following is added to **Exclusions, Property Damage, 2**:

This does not apply to *Business Interruption Loss* resulting from the loss of use of an *IT Provider's* computer system.

5. The following is added to **Limits And Retentions, Limits Of Insurance, 2**:

The most the Insurer will pay for *Business Interruption Loss* that results from an *IT Provider System Failure* is the Dependent Business Interruption - System Failure Limit shown in the CyberRisk Declarations, which is within and will reduce the Dependent Business Interruption Limit.

Dependent Business Interruption - Outsource Provider With System Failure Endorsement

This endorsement changes the CyberRisk Coverage.

There are five changes described below:

1. The following is added to **Business Loss Insuring Agreements, Dependent Business Interruption:**

Dependent Business Interruption - Outsource Provider - System Failure.

The Insurer will pay the *Insured* for its *Business Interruption Loss*, directly caused by an *Outsource Provider Breach* or *Outsource Provider System Failure* that is *Discovered* during the *Policy Period*.

2. The following is added to **Definitions, First Party Event:**

Includes an *Outsource Provider Breach* and *Outsource Provider System Failure*.

3. The following are added to **Definitions:**

Outsource Provider. Means a provider, other than an *IT Provider*, that:

1. provides goods to, or performs services for, the *Insured* under a written contract; and
2. the *Insured* does not own, operate, or control.

Outsource Provider Breach. Means:

1. the unauthorized access to;
2. the use of authorized access to cause intentional harm to;
3. a denial-of-service attack against; or
4. the introduction of a *Virus* into, an *Outsource Provider's* computer system, resulting in an interruption of such computer system.

Outsource Provider System Failure. Means an accidental, unintentional, and unplanned interruption of an *Outsource Provider's* computer system not caused by an *Outsource Provider Breach*.

4. The following is added to **Exclusions, Property Damage, 2:**

This does not apply to *Business Interruption Loss* resulting from the loss of use of an *Outsource Provider's* computer system.

5. The following is added to **Limits And Retentions, Limits Of Insurance, 2:**

The most the Insurer will pay for all *Business Interruption Loss* that results from an *Outsource Provider Breach* or *Outsource Provider System Failure* is the Dependent Business Interruption - Outsource Provider - System Failure Limit shown in the CyberRisk Coverage Declarations, which is within and will reduce the Dependent Business Interruption Limit.

Travelers Casualty and Surety Company of America
QUOTE OPTION #1

CYBER COVERAGE:

Liability	Limit	Retention
Privacy and Security	\$1,000,000	\$5,000
Payment Card Costs	\$1,000,000	Subject to Privacy and Security Retention
Media	\$1,000,000	\$5,000
Regulatory Proceedings	\$1,000,000	\$5,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$1,000,000	\$5,000
Computer and Legal Experts	\$1,000,000	\$5,000
Betterment	\$100,000	
Cyber Extortion	\$1,000,000	\$5,000
Data Restoration	\$1,000,000	\$5,000
Public Relations	\$1,000,000	\$5,000
Cyber Crime	Limit	Retention
Computer Fraud	\$1,000,000	\$5,000
Funds Transfer Fraud	\$1,000,000	\$5,000
Social Engineering Fraud	\$100,000	\$5,000
Telecom Fraud	\$100,000	\$5,000
Business Loss	Limit	Retention
Business Interruption	\$1,000,000	
Dependent Business Interruption	\$100,000	
Dependent Business Interruption - System Failure	\$100,000	
Dependent Business Interruption - Outsource Provider	\$100,000	
Dependent Business Interruption - Outsource Provider - System Failure	\$100,000	
Reputation Harm	\$250,000	\$5,000
System Failure	\$1,000,000	

Additional First Party Provisions

Accounting Costs Limit: \$25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 12 hours

Knowledge Date: January 01, 2024

P&P Date: January 01, 2024

Retro Date: N/A

TOTAL ANNUAL PREMIUM - \$23,168.00

(Other term options listed below, if available)

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A
CyberRisk Policy Aggregate Limit: \$1,000,000

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Cyber Coverage:

Additional Premium Percentage: 75%
Additional Months: 12

Run-Off Extended Reporting Period for Cyber Coverage:

Additional Premium Percentage: N/A
Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$23,168.00	\$0.00	\$0.00	\$23,168.00	\$23,168.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:

AFE-15001-0620 Declarations
AFE-16001-0119 General Conditions
CYB-15001-0620 CyberRisk Declarations
CYB-16001-0620 CyberRisk Coverage
CYB-16001-TOC-0620 CyberRisk Table of Contents

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:

AFE-17030-0119 North Dakota Changes Endorsement
AFE-19028-0519 Acknowledgment Of Defense Expenses Limitation Endorsement
AFE-19029-0719 Cap On Losses From Certified Acts Of Terrorism Endorsement
AFE-19030-0920 Federal Terrorism Risk Insurance Act Disclosure Endorsement
CYB-19102-0620 Dependent Business Interruption - System Failure Endorsement
CYB-19104-0620 Dependent Business Interruption - Outsource Provider Endorsement
CYB-19105-0119 Conviction Reward Endorsement
CYB-19122-0519 Vendor Or Client Payment Fraud Endorsement
CYB-19123-0519 Bricked Equipment Endorsement

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

- 1 Does the entity have an incident response plan to respond to a network intrusion?
- 2 Does the entity have a disaster recovery plan, business continuity plan or equivalent to respond to a computer system disruption?

Travelers Casualty and Surety Company of America
QUOTE OPTION #2

CYBER COVERAGE:

Liability	Limit	Retention
Privacy and Security	\$2,000,000	\$10,000
Payment Card Costs	\$2,000,000	Subject to Privacy and Security Retention
Media	\$2,000,000	\$10,000
Regulatory Proceedings	\$2,000,000	\$10,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$2,000,000	\$10,000
Computer and Legal Experts	\$2,000,000	\$10,000
Betterment	\$100,000	
Cyber Extortion	\$2,000,000	\$10,000
Data Restoration	\$2,000,000	\$10,000
Public Relations	\$2,000,000	\$10,000
Cyber Crime	Limit	Retention
Computer Fraud	\$2,000,000	\$10,000
Funds Transfer Fraud	\$2,000,000	\$10,000
Social Engineering Fraud	\$100,000	\$10,000
Telecom Fraud	\$100,000	\$5,000
Business Loss	Limit	Retention
Business Interruption	\$2,000,000	
Dependent Business Interruption	\$100,000	
Dependent Business Interruption - System Failure	\$100,000	
Dependent Business Interruption - Outsource Provider	\$100,000	
Dependent Business Interruption - Outsource Provider - System Failure	\$100,000	
Reputation Harm	\$250,000	\$5,000
System Failure	\$2,000,000	

Additional First Party Provisions

Accounting Costs Limit: \$25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 12 hours

Knowledge Date: January 01, 2024

P&P Date: January 01, 2024

Retro Date: N/A

TOTAL ANNUAL PREMIUM - \$31,710.00

(Other term options listed below, if available)

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A
CyberRisk Policy Aggregate Limit: \$2,000,000

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Cyber Coverage:

Additional Premium Percentage: 75%
Additional Months: 12

Run-Off Extended Reporting Period for Cyber Coverage:

Additional Premium Percentage: N/A
Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$31,710.00	\$0.00	\$0.00	\$31,710.00	\$31,710.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 2:

AFE-15001-0620 Declarations
AFE-16001-0119 General Conditions
CYB-15001-0620 CyberRisk Declarations
CYB-16001-0620 CyberRisk Coverage
CYB-16001-TOC-0620 CyberRisk Table of Contents

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 2:

AFE-17030-0119 North Dakota Changes Endorsement
AFE-19028-0519 Acknowledgment Of Defense Expenses Limitation Endorsement
AFE-19029-0719 Cap On Losses From Certified Acts Of Terrorism Endorsement
AFE-19030-0920 Federal Terrorism Risk Insurance Act Disclosure Endorsement
CYB-19102-0620 Dependent Business Interruption - System Failure Endorsement
CYB-19104-0620 Dependent Business Interruption - Outsource Provider Endorsement
CYB-19105-0119 Conviction Reward Endorsement
CYB-19122-0519 Vendor Or Client Payment Fraud Endorsement
CYB-19123-0519 Bricked Equipment Endorsement

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 2:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

- 1 Does the entity have an incident response plan to respond to a network intrusion?
- 2 Does the entity have a disaster recovery plan, business continuity plan or equivalent to respond to a computer system disruption?

QUOTE NOTES:

NOTICES:

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, P.O. Box 2950, Hartford, CT 06104-2950.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

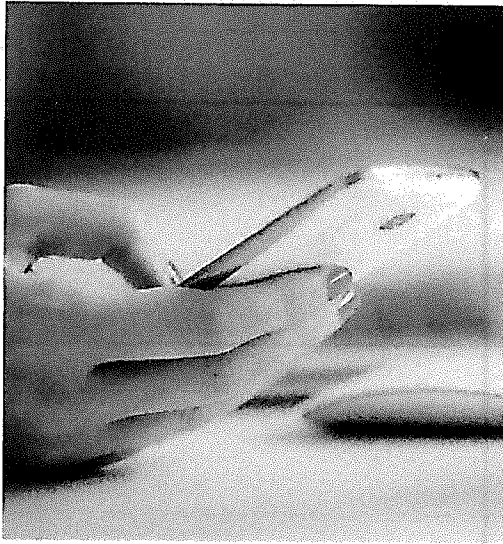
Coverage Disclaimer:

THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

Affiliate (non-Subsidiary) Coverage Disclaimer:

Regardless of the submission of information or typical availability of coverage for any entity that is not a Subsidiary of the Named Insured, **such entity is not covered by the Policy unless an endorsement is provided that specifically schedules it.** Under the Wrap+® policy, coverage is generally afforded to the following entities (unless otherwise excluded): (1) the Named Insured and (2) its majority-owned Subsidiaries. A Subsidiary is defined in each coverage part of the Wrap+® policy and the definition can vary between coverage parts. An affiliate is not defined but generally has some ownership and/or management in common with the Named Insured or its Subsidiaries (but itself is not a Subsidiary of either one). Affiliate coverage will not be considered on a blanket basis nor will an individual entity be scheduled without proper underwriting information (please contact your underwriter to discuss specific requirements). For an actual description of coverages, terms and conditions, refer to the Policy. Sample policies can be found on the travelers.com website or contact your underwriter.



CyberRisk Policyholder Benefits

Thank you for choosing Travelers for your cyber insurance needs. As our insured, Travelers provides you with innovative value-added pre and post breach risk management services at *no additional cost* to help you protect your business. These current benefits include:

Travelers eRisk Hub[®]:

Access to a private web-based portal containing information and technical resources that can assist you in the prevention of network, cyber and privacy events and support you in a timely response if an incident occurs. Travelers eRisk Hub portal powered by *NetDiligence[®]* features news, content and services from leading practitioners in risk management, computer forensics, forensic accounting, crisis communications, legal counsel, and other highly-specialized segments of cyber risk.

To register for Travelers eRisk Hub:

1. Go to www.eriskhub.com/travelerscyber
2. Complete the registration form. Your Access Code is 13881-197
3. Once registered, you can access the portal immediately.

Please note the following:

Travelers eRisk Hub is a private site provided to certain cyber insureds of Travelers. Please do not share portal access instructions with anyone outside your organization. You are responsible for maintaining the confidentiality of the Access Code provided.

- Travelers eRisk Hub contains a directory of experienced providers of cyber risk management and breach recovery services. Travelers does not endorse these companies or their respective services. Before you engage any of these companies, we urge you to conduct your own due diligence to ensure the companies and their services meet your needs. Unless otherwise indicated or approved, payment for services provided by these companies is your responsibility.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law.

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SPECIMEN - QUOTE 1

CyberRisk Policyholder Benefits

Travelers Cyber Coaches

Three cybersecurity coach services are available to help your organization extend your team with expert guidance at no additional cost, as follows:

- Breach Coach ® –
Should you experience a data breach event, you may choose to call the Breach Coach listed in the Travelers *eRisk Hub* portal for immediate triage assistance. Your initial consultation of up to one half-hour is at no additional charge. Please be aware that the Breach Coach service is provided by a third-party law firm. Therefore, contacting the Breach Coach does NOT satisfy the claim or first-party notification requirements of your policy.
- HIPAA Coach –
To help your organization identify the cyber related issues HIPAA raises and help minimize potential exposures, you are entitled to consult with a HIPAA Coach listed in the Travelers *eRisk Hub* portal for up to one hour.
- Security Coach –
Talk with a HCL Technologies security professional about general cybersecurity questions for up to one hour to help strengthen your organizations security posture with actionable advice and insights listed in the Travelers *eRisk Hub* portal.

Pre-Breach Services provided by HCL Technologies:

Preparation is key in helping to mitigate a potential cyber related event. To assist policyholders achieve a higher level of cybersecurity for their organizations Travelers offers the following pre-breach services from HCL Technologies, a global leader in cybersecurity solutions accessible through the Travelers *eRisk Hub*:

- HCL Technologies Cyber Resilience Readiness Assessment and Cyber Security Professional Consultation - An online assessment designed for an organization to quickly understand their current cybersecurity posture while receiving an official report and up to 1 hour consultation with a HCL Technologies security professional to help in improving areas of weakness or vulnerability.
- HCL Technologies Cyber Security Awareness Training Videos -
Gain access to security awareness training videos as a method of defense against cybersecurity threats by promoting proactive employee behavior. These courses can be used to complement your employee training requirements.
- HCL Technologies Consulting Services -
Boost your cybersecurity readiness with HCL Technologies solutions including HCL Technologies Cyber Security Incident Response Review, HCL Technologies Cyber Security Vulnerability Assessment and HCL Technologies Cyber Security Architecture Review.

Certain services are being provided to you by HCL Technologies and in using them you must agree to HCL Technologies' terms of use & privacy policy. Travelers Casualty and Surety Company of America and its property casualty affiliates ("Travelers") makes no warranty, guarantee, or representation as to the accuracy or sufficiency of any such services. The use of the services and the implementation of any product or practices suggested by HCL Technologies or NetDiligence is at your sole discretion. Travelers disclaims all warranties, express or implied. In no event will Travelers be liable in contract or in tort for any loss arising out of the use of the services or HCL Technologies' or any other vendor's products. *eRisk Hub* and Breach Coach are registered trademarks of NetDiligence.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law.



PO Box 2950
Hartford, CT 06104-2950

January 5, 2024

CITY OF WEST FARGO
800 4TH AVE E
WEST FARGO, ND 58078-2015

Re: Important Information about Claims Information Line

Dear CITY OF WEST FARGO

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.



P.O. Box 2950
Hartford, CT 06104-2950

1/5/2024

CITY OF WEST FARGO

800 4TH AVE E
WEST FARGO, ND 58078-2015

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- ☒ Thousands of articles on a variety of risk management topics
- ☒ Topical webinars and podcasts on current issues
- ☒ Checklists to assist in managing risk
- ☒ Web based training
- ☒ Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to www.rmplusonline.com.
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP110000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:

1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Independent Agent And Broker Compensation Notice

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html.

Or write or call:

Travelers, Agency Compensation
P.O. Box 2950
Hartford, Connecticut 06104-2950
(866) 904.8348

**Acknowledgement Of Defense Expenses
Limitation Endorsement**

This endorsement changes the Policy.

By signing below, the applicant understands and acknowledges that the following statements, to the extent checked, apply to the policy being applied for:

- ☐ The policy limits are reduced, and may be completely exhausted, by payment of defense expenses. In no event will Travelers be obligated to make any payments for, or to defend or continue to defend, any claim after the applicable policy limit is exhausted.
- ☐ The deductible or retention is applicable to defense expenses, and Travelers will only be obligated to make payments in excess of such amounts, subject to the policy limits set forth in the Declarations.

By signing below, the applicant acknowledges that they have read the above notice(s).

Applicant Name

Signature of Authorized Representative*

Name and Title of Authorized Representative

Date Signed

*If the applicant is electronically signing this endorsement, they must apply their electronic signature to this form by checking the Electronic Signature and Acceptance box below. By doing so, the applicant hereby consents and agrees that the use of a key pad, mouse, or other device to check the Electronic Signature and Acceptance box constitutes the applicant's signature, acceptance, and agreement as if actually signed by the applicant in writing and has the same force and effect as a signature affixed by hand.

☐ **Electronic Signature And Acceptance**

This signed acknowledgment will be deemed attached to and made a part of the policy being applied for, if issued; however, it will not change any provisions of the policy. This signed acknowledgment will also be deemed attached to and made a part of any renewals or replacements of the policy unless the terms of such renewal or replacement are no longer consistent with the terms of this acknowledgment.

Right To Request Accounting Of Defense Expenses

If the policy is issued, the insured will have a right, upon written request, to an accounting of defense expenses actually expended under the policy.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: _____

AFE-19028 Rev. 05-19

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SPECIMEN - QUOTE 1

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Page 178 of 304

This endorsement changes the Policy to comply with North Dakota law. It supersedes all terms of this Policy, including other endorsements.

North Dakota Changes Endorsement

If this Policy is construed under the laws of the state of North Dakota, the following applies:

Suits Against The Insurer – Cyber Crime.

When this Policy includes Cyber Crime Insuring Agreements, the time period to bring legal action against the Insurer is changed from two years to three years.

Issuing Company: Travelers Casualty and Surety Company of America

Policy Number:

AFE-17030 Ed. 01-19

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Page 1 of 1

SPECIMEN - QUOTE 1

This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Cap On Losses From Certified Acts Of Terrorism Endorsement

The following is added to this Policy. This provision can limit coverage for any loss arising out of a *Certified Act Of Terrorism* if such loss is otherwise covered by this Policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of *Certified Acts Of Terrorism* in another endorsement to this policy.

If aggregate insured losses attributable to *Certified Acts Of Terrorism* exceed \$100 billion in a calendar year and the Insurer has met its insurer deductible under *TRIA*, the Insurer will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Certified Act Of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of *TRIA*, to be an act of terrorism pursuant to *TRIA*. The criteria contained in *TRIA* for a *Certified Act Of Terrorism* include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to *TRIA*; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

TRIA means the federal Terrorism Risk Insurance Act of 2002 as amended.

Issuing Company: Travelers Casualty and Surety Company of America
Policy Number:

AFE-19029 Rev. 07-19

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Page 1 of 1

SPECIMEN - QUOTE 1

Page 8 of 38
Page 178 of 304

This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Federal Terrorism Risk Insurance Act Disclosure Endorsement

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

Issuing Company: Travelers Casualty and Surety Company of America
Policy Number:

AFE-19030 Rev. 09-20

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SPECIMEN - QUOTE 1

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Authorization And Changes.

The Named Insured will act on behalf of all *Insureds* regarding the payment of premium, receipt of return premium, change of coverage, and receipt of notices of cancelation or nonrenewal. Each *Insured* agrees that they have delegated such authority to the Named Insured.

The Named Insured may change this Policy with the Insurer's consent by endorsement to this Policy. No rights or duties under this policy may be transferred or assigned without the Insurer's written consent.

Conformity To Law.

Any part of this Policy that conflicts with applicable statutory or regulatory law is changed to conform to such law. This Policy provides coverage and benefits only to the extent that it does not expose the Insurer, or any of its subsidiaries, or affiliated companies, to a trade or economic sanction, prohibition, or restriction under a U.N. resolution, trade or economic sanction, or E.U., U.K., or U.S. law or regulation.

Consent And Cooperation.

Where the Insurer's consent is required, such consent will not be unreasonably withheld. The *Insured* agrees to give all information, assistance, and cooperation the Insurer reasonably requires.

Representatives.

In the event of an *Insured Person's* death, incapacity, or bankruptcy, this Policy will afford coverage to his or her:

1. estate;
2. legal representative;
3. legal spouse, domestic partner, or party to a civil union; or
4. assignee,

but only to the extent that it would have applied to such *Insured Person*.

Suits Against The Insurer.

No person or entity has the right under this Policy to join the Insurer as a party in an action against an *Insured* to determine such *Insured's* liability, nor may the Insurer be impleaded by any *Insured*. No action will lie against the Insurer unless there has been full compliance with all the terms of this Policy.

Territory And Valuation.

This Policy applies anywhere in the world, but it does not apply to *Loss* incurred by an *Insured* residing or domiciled in a country or jurisdiction in which the Insurer is not licensed to provide this insurance, to the extent that providing this insurance would violate any applicable foreign law or regulation ("Foreign Loss").

If an *Insured Entity* incurs Foreign Loss, the Insurer will reimburse the Named Insured for such Foreign Loss because of the Named Insured's financial interest in such *Insured Entity*. If an *Insured Person* incurs Foreign Loss not indemnified by an *Insured Entity*, such Foreign Loss will be paid in a country or jurisdiction mutually acceptable to such *Insured Person* and the Insurer, to the extent that doing so would not violate any applicable foreign law or regulation.

All amounts in this Policy are stated in U.S. Dollars. If amounts are due under a liability coverage and are stated in a different currency, payment will be made in U.S. Dollars at the exchange rate published in The Wall Street Journal at the time the final amount is determined.

Titles, Headings, And Defined Terms.

The titles and headings in this Policy do not affect coverage. Where appearing in this Policy, in singular or plural, words and phrases appearing in italicized type have the meaning shown in the Definitions of the applicable Coverage.

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Only the Insuring Agreements with Limits shown in the CyberRisk Declarations apply.

Liability Insuring Agreements

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| Privacy And Security. | The Insurer will pay <i>Loss</i> on behalf of the <i>Insured</i> , resulting from a <i>Claim</i> that is first made during the <i>Policy Period</i> , or any applicable extended reporting period, for a <i>Privacy And Security Act</i> . |
| Media. | The Insurer will pay <i>Loss</i> on behalf of the <i>Insured</i> , resulting from a <i>Claim</i> that is first made during the <i>Policy Period</i> , or any applicable extended reporting period, for a <i>Media Act</i> . |
| Regulatory Proceedings. | The Insurer will pay <i>Defense Costs</i> and <i>Regulatory Costs</i> on behalf of the <i>Insured</i> , resulting from a <i>Regulatory Proceeding</i> that is first commenced during the <i>Policy Period</i> , or any applicable extended reporting period, for a <i>Privacy And Security Act</i> or <i>Media Act</i> . |

Breach Response Insuring Agreements

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| Privacy Breach Notification. | The Insurer will reimburse, or pay on behalf of, the <i>Insured</i> for <i>Privacy Breach Notification Costs</i> resulting from an actual or suspected <i>Privacy Breach</i> that is <i>Discovered</i> during the <i>Policy Period</i> , or any extended discovery period. |
| Computer And Legal Experts. | The Insurer will reimburse, or pay on behalf of, the <i>Insured</i> for <i>Computer And Legal Expert Costs</i> resulting from an actual or suspected: <ol style="list-style-type: none"> 1. <i>Privacy Breach</i>; 2. <i>Security Breach</i>; or 3. <i>Cyber Extortion Threat</i>, that is <i>Discovered</i> during the <i>Policy Period</i> , or any extended discovery period. |
| Betterment. | The Insurer will reimburse the <i>Insured</i> for <i>Betterment Costs</i> , following a <i>Security Breach</i> that is <i>Discovered</i> during the <i>Policy Period</i> . |
| Cyber Extortion. | The Insurer will reimburse, or pay on behalf of, the <i>Insured</i> for <i>Cyber Extortion Costs</i> , resulting from a <i>Cyber Extortion Threat</i> that is <i>Discovered</i> during the <i>Policy Period</i> . |
| Data Restoration. | The Insurer will reimburse, or pay on behalf of, the <i>Insured</i> for <i>Restoration Costs</i> , directly caused by a <i>Security Breach</i> that is <i>Discovered</i> during the <i>Policy Period</i> . |
| Public Relations. | The Insurer will reimburse, or pay on behalf of, the <i>Insured</i> for <i>Public Relations Costs</i> , resulting from an actual or suspected: <ol style="list-style-type: none"> 1. <i>Privacy And Security Act</i>; or 2. <i>Media Act</i>, that is <i>Discovered</i> during the <i>Policy Period</i> , or any extended discovery period. |

Cyber Crime Insuring Agreements

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| Computer Fraud. | The Insurer will pay the <i>Insured Entity</i> for its direct loss of <i>Money</i> , <i>Securities</i> , or <i>Other Property</i> , directly caused by <i>Computer Fraud</i> that is <i>Discovered</i> during the <i>Policy Period</i> . |
| Funds Transfer Fraud. | The Insurer will pay the <i>Insured Entity</i> for its direct loss of <i>Money</i> or <i>Securities</i> , directly caused by <i>Funds Transfer Fraud</i> that is <i>Discovered</i> during the <i>Policy Period</i> . |

Social Engineering Fraud. The Insurer will pay the *Insured Entity* for its direct loss of *Money* or *Securities*, directly caused by *Social Engineering Fraud* that is *Discovered* during the *Policy Period*.

Telecom Fraud. The Insurer will pay the *Insured Entity* for its *Telecom Charges*, directly caused by *Telecom Fraud* that is *Discovered* during the *Policy Period*.

Business Loss Insuring Agreements

Business Interruption. The Insurer will pay the *Insured* for its *Business Interruption Loss* that is directly caused by any of the following, if *Discovered* during the *Policy Period*:

1. A *Security Breach* that results in a total or partial interruption of a *Computer System*.
2. A *System Failure*, if applicable.
3. The voluntary shutdown of a *Computer System* by the *Insured*, if it is reasonably necessary to minimize the *Loss* caused by a *Security Breach* or *Privacy Breach* in progress.

Dependent Business Interruption. The Insurer will pay the *Insured* for its *Business Interruption Loss*, directly caused by an *IT Provider Breach* that is *Discovered* during the *Policy Period*.

Reputation Harm. The Insurer will pay the *Insured* for its *Reputation Harm*, directly caused by an *Adverse Media Report* or *Notification* that:

1. first occurs during, or within 60 days after, the *Policy Period*; and
2. directly relates to a *Privacy Breach* or *Security Breach* that is *Discovered* during the *Policy Period*.

Definitions

Accounting Costs. Means the reasonable fees or costs of a forensic accounting firm, incurred by the *Insured Entity*, to calculate *Income Loss*, even if such calculation shows there has been no *Income Loss*.

Additional Insured. Means a person or entity, not otherwise an *Insured*, with whom the *Insured Entity* has entered into a written agreement to include as an *Insured*, but only for *Wrongful Acts*:

1. by, or on behalf of, the *Insured Entity* under such agreement; and
2. that occur after the *Insured Entity* has executed such agreement.

Adverse Media Report. Means any communication of an actual or potential *Privacy Breach* or *Security Breach* by a media outlet. Multiple *Adverse Media Reports* regarding the same *Privacy Breach* or *Security Breach* are deemed one *Adverse Media Report*.

Approved Provider. Means a service provider approved by the Insurer in writing to the *Insured*.

Automatic ERP. Means a 90-day extended reporting period starting on the effective date this Coverage is canceled or not renewed.

Betterment Costs. 1. Means the reasonable costs incurred and paid by the *Insured*, with the Insurer's written consent, for hardware or software to improve a *Computer System* after a *Security Breach*, if:

- a. the *Security Breach* has been stopped or contained, and resulted in covered *Computer And Legal Expert Costs*;
- b. the *Approved Provider* that provided computer services in response to such *Security Breach*:
 - i. has identified a weakness in a *Computer System* that caused, or contributed to, the *Security Breach*; and
 - ii. recommends the improvements to prevent a future *Security Breach* from exploiting such weakness; and

- c. such improvements are incurred and paid for by the *Insured* within the earlier of 90 days after:
 - i. the recommendation by the *Approved Provider*; or
 - ii. the end of the *Policy Period*.

Costs for improvements that are subject to a license, lease, or subscription will be limited to the pro rata portion of such costs for the first 12 months.

- 2. Does not include wages, benefits, or overhead of any *Insured*.

Business Interruption Loss.

- 1. Means:
 - a. *Income Loss* and *Extra Expense* incurred or paid by the *Insured Entity* during the *Period Of Restoration*; and
 - b. *Accounting Costs*, if the *Insured Entity's* business operations are interrupted beyond the *Wait Period*.
- 2. Does not include loss arising out of harm to the *Insured Entity's* reputation.

Change Of Control.

- Means when:
- 1. more than 50% of the Named *Insured's* assets are acquired; or
 - 2. the Named *Insured* is merged with, or consolidated into, another entity, and the Named *Insured* is not the surviving entity.

Claim.

- Means:
- 1. a written demand for monetary or nonmonetary relief, including injunctive relief, commenced by an *Insured's* receipt of such written demand;
 - 2. a civil proceeding, commenced by the service of a complaint or similar pleading;
 - 3. an arbitration, mediation, or similar alternative dispute resolution proceeding, commenced by the service of an arbitration petition or similar legal document;
 - 4. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding, commenced by an *Insured's* receipt of such written request; or
 - 5. for the *Regulatory Proceedings Insuring Agreement* only, a *Regulatory Proceeding*, commenced by:
 - a. the filing of charges;
 - b. the filing of an investigative order;
 - c. the service of a summons; or
 - d. the service or filing of a similar document,
 against an *Insured* for a *Wrongful Act*. Except under Other Conditions, Notice Of Claim, a *Claim* is deemed made when commenced.

Client.

- Means a person or entity to whom the *Insured Entity*:
- 1. provides goods; or
 - 2. performs services,
- for a fee, or under a written agreement.

Computer And Legal Expert Costs.

- 1. Means the reasonable fees or costs incurred or paid by the *Insured* for services recommended and provided by an *Approved Provider*, to:
 - a. conduct a forensic analysis to determine the existence and cause of a *Privacy Breach*, *Security Breach*, or *Cyber Extortion Threat*;
 - b. determine whose *Confidential Information* was lost or stolen; or accessed or disclosed without authorization;
 - c. contain or stop a *Privacy Breach* or *Security Breach* in progress;
 - d. certify the *Computer System* meets *Payment Card Security Standards*, if a *Security Breach Discovered* during the *Policy Period* results in noncompliance with such standards, but only for the first certification; or

- e. provide legal services to respond to a *Privacy Breach* or *Security Breach*.
 - 2. Does not include *Defense Costs* or *Privacy Breach Notification Costs*.
- Computer Fraud.**
- 1. Means an intentional, unauthorized, and fraudulent entry or change of data or computer instructions, directly into or within, a *Computer System*, that:
 - a. is not made by an *Insured Person*, an *Independent Contractor*, or any other person under the direct supervision of the *Insured*; and
 - b. causes *Money*, *Securities*, or *Other Property* to be transferred, paid, or delivered from inside the *Insured Entity's* premises or the *Insured Entity's* financial institution premises to a place outside of such premises.
 - 2. Does not include *Social Engineering Fraud*.
- Computer System.** Means a computer and connected input, output, processing, storage, or communication device, or related network, operating system, website, or application software, that is:
- 1. under the operational control of, and owned by, licensed to, or leased to:
 - a. the *Insured Entity*; or
 - b. an *Insured Person*, while authorized by, and transacting business on behalf of, the *Insured Entity*, except under the Betterment or Data Restoration Insuring Agreements, or any Cyber Crime Insuring Agreement; or
 - 2. operated by an *IT Provider*, but only the portion of such computer system used to provide hosted computer resources to the *Insured Entity*, except under the Betterment or Business Interruption Insuring Agreements.
- Confidential Information.** Means a third party's or *Insured Person's* private or confidential information that is in the care, custody, or control of the *Insured Entity*, or a service provider acting on behalf of the *Insured Entity*.
- Covered Material.**
- 1. Means content that is created or disseminated, via any form or expression, by, or on behalf of, the *Insured Entity*.
 - 2. Does not include:
 - a. tangible product designs; or
 - b. content created or disseminated by the *Insured Entity* on behalf of a third party.
- Cyber Extortion Costs.**
- 1. Means, with the Insurer's prior written consent:
 - a. *Ransom*, in direct response to a *Cyber Extortion Threat*;
 - b. reasonable amounts incurred or paid by the *Insured* in the process of paying, or attempting to pay, *Ransom*; or
 - c. reasonable amounts incurred or paid by the *Insured*, recommended by an *Approved Provider*, to mitigate *Ransom*.
 - 2. Does not include *Computer And Legal Expert Costs* or *Restoration Costs*.
- Cyber Extortion Threat.** Means a threat to:
- 1. access or disclose:
 - a. *Confidential Information*; or
 - b. an *Insured Entity's* information without authorization; or
 - 2. commit or continue a *Security Breach*, made against the *Insured Entity* for *Ransom*.
- Defense Costs.**
- 1. Means reasonable fees and costs incurred by the Insurer, or the *Insured* with the Insurer's prior written consent, in the:
 - a. investigation;
 - b. defense;
 - c. settlement; or

- d. appeal,
of a *Claim*.
 - 2. Includes up to \$1,000 per day for loss of earnings due to an *Insured Person's* attendance in court, if at the Insurer's request.
 - 3. Does not include wages, benefits, or overhead of the Insurer or of the *Insured*.
- Discover, Discovered, Discovery.** Means when an *Executive Officer* first becomes aware of facts that would cause a reasonable person to assume that a *First Party Loss* has been or will be incurred, regardless of when the act or acts causing or contributing to such *First Party Loss* occurred, even though the exact amount or details of such *First Party Loss* may not then be known.
- Employee.**
- 1. Means a natural person while their labor is engaged and directed by the *Insured Entity*, and who is:
 - a. a full-time, part-time, seasonal, or temporary worker compensated directly by the *Insured Entity* through wages, salaries, or commissions;
 - b. a volunteer, student, or intern; or
 - c. a worker whose services have been leased to the *Insured Entity* by a labor leasing firm under a written agreement.
 - 2. Does not include any:
 - a. agent;
 - b. broker;
 - c. consignee;
 - d. independent contractor; or
 - e. representative,
of the *Insured Entity*.
- Executive Officer.** Means a natural person while acting as the *Insured Entity's*:
- 1. chief executive officer;
 - 2. chief financial officer;
 - 3. chief information security officer;
 - 4. risk manager;
 - 5. in-house general counsel; or
 - 6. the functional equivalent of 1 through 5.
- Extra Expense.** Means reasonable costs incurred by the *Insured Entity*, with the Insurer's written consent, that:
- 1. result from a *First Party Event*;
 - 2. are in excess of the *Insured Entity's* normal operating costs;
 - 3. are intended to reduce *Income Loss*; and
 - 4. would not have been incurred had there been no *First Party Event*.
- First Party Event.**
- 1. Means:
 - a. *Computer Fraud*;
 - b. *Cyber Extortion Threat*;
 - c. *Funds Transfer Fraud*;
 - d. *IT Provider Breach*;
 - e. *Media Act*;
 - f. *Privacy Breach*;
 - g. *Security Breach*;
 - h. *Social Engineering Fraud*;
 - i. *System Failure*; or
 - j. *Telecom Fraud*.

	2. <i>First Party Events</i> that have a common: a. nexus; b. set of facts; c. circumstance; d. situation; e. event; or f. decision, are deemed a single <i>First Party Event</i>.
<i>First Party Insuring Agreements.</i>	Means the: 1. Breach Response Insuring Agreements; 2. Business Loss Insuring Agreements; and 3. Cyber Crime Insuring Agreements.
<i>First Party Loss.</i>	1. Means: a. <i>Betterment Costs</i>; b. <i>Business Interruption Loss</i>; c. <i>Computer And Legal Expert Costs</i>; d. <i>Cyber Extortion Costs</i>; e. <i>Money</i>; f. <i>Other Property</i>; g. <i>Privacy Breach Notification Costs</i>; h. <i>Public Relations Costs</i>; i. <i>Reputation Harm</i>; j. <i>Restoration Costs</i>; k. <i>Securities</i>; or l. <i>Telecom Charges</i>. 2. Other than <i>Accounting Costs</i>, does not include amounts: a. to establish <i>First Party Loss</i>; or b. to prepare the <i>Insured Entity's</i> Proof of Loss.
<i>Funds Transfer Fraud.</i>	1. Means a fraudulent instruction that: a. is electronically sent to a financial institution that is not an <i>Insured</i>, at which the <i>Insured Entity</i> maintains an account; b. directs the transfer, payment, or delivery of <i>Money</i> or <i>Securities</i> from the <i>Insured Entity's</i> account; c. is purportedly sent by the <i>Insured Entity</i>; d. is sent by someone, other than an <i>Insured</i>; and e. is sent without the <i>Insured Entity's</i> knowledge or consent. 2. Does not include <i>Social Engineering Fraud</i>.
<i>Impacted Parties.</i>	Means the persons or entities whose <i>Confidential Information</i> was, or is suspected to have been, stolen or lost, or accessed or disclosed without authorization.
<i>Income Loss.</i>	1. Means pretax net profit the <i>Insured Entity</i> did not earn, and net loss the <i>Insured Entity</i> incurred, because of a <i>First Party Event</i>. Continuing normal and necessary operating expenses and payroll are part of the pretax net profit or net loss calculation. 2. Does not include: a. <i>Extra Expense</i>; b. contractual penalties;

- c. costs incurred to replace or improve a *Computer System* to a level of functionality beyond what existed prior to the *First Party Event*;
- d. costs incurred to identify or remediate computer system errors or vulnerabilities;
- e. interest or investment income; or
- f. loss incurred due to unfavorable business conditions not related to the *First Party Event*.

Independent Contractor. Means a natural person, other than an *Employee*, while performing services for the *Insured Entity* under a written agreement.

Insured. Means:

- 1. *Insured Persons*;
- 2. *Insured Entities*; or
- 3. for the Liability Insuring Agreements only, also includes *Additional Insureds*.

Insured Entity. Means:

- 1. the Named Insured; or
- 2. *Subsidiaries*.

Insured Person. Means:

- 1. *Employees*;
- 2. natural persons while:
 - a. officers;
 - b. partners;
 - c. the sole proprietor;
 - d. in-house general counsel; or
 - e. members of a board of directors, trustees, or governors, of the *Insured Entity*; or
- 3. for the Liability Insuring Agreements only, also includes *Independent Contractors*.

IT Provider. Means an entity while under a written agreement with the *Insured Entity* to provide it with:

- 1. hosted computer application services;
- 2. cloud services or computing;
- 3. electronic data hosting, back-up, storage, and processing;
- 4. co-location services;
- 5. platform-as-a-service; or
- 6. software-as-a-service.

IT Provider Breach. Means:

- 1. unauthorized access to;
- 2. use of authorized access to cause intentional harm to;
- 3. a denial-of-service attack against; or
- 4. the introduction of a *Virus* into, an *IT Provider's* computer system, resulting in total or partial interruption.

Loss. 1. Means:

- a. *Defense Costs*;
- b. damages, judgments, settlements, or prejudgment or postjudgment interest, that an *Insured* is legally obligated to pay as a result of a *Claim*, including:
 - i. court awarded legal fees; and

- ii. punitive or exemplary damages, or the multiple portion of a multiplied damage award, to the extent insurable under the most favorable applicable law;
- c. *Payment Card Contract Penalties*;
- d. for the Regulatory Proceedings Insuring Agreement, means *Regulatory Costs*; or
- e. for *First Party Insuring Agreements*, means *First Party Loss*.
- 2. *Loss* does not include voluntary payments made by the *Insured* with respect to a *Claim*.
- 3. *Loss*, other than *Defense Costs*, does not include:
 - a. civil or criminal fines, penalties, sanctions, or taxes, except for:
 - i. *Payment Card Contract Penalties*; or
 - ii. *Regulatory Costs*;
 - b. amounts uninsurable under applicable law;
 - c. restitution, return, or disgorgement of any profits;
 - d. liquidated damages in excess of the amount for which the *Insured* would be liable absent the liquidated damages provision of a contract; or
 - e. the cost of complying with injunctive or nonmonetary relief.

Media Act. Means, in *Covered Material*:

- 1. the unauthorized use of copyright, title, slogan, trademark, trade dress, service mark, domain name, logo, or service name;
- 2. the unauthorized use of a literary or artistic format, character, or performance;
- 3. a violation of an individual's right of privacy or publicity;
- 4. defamation, libel, slander, trade libel, or other tort related to disparagement or harm to the reputation or character of any person or entity;
- 5. the misappropriation of ideas under an implied contract;
- 6. improper deep-linking or framing; or
- 7. unfair competition, when alleged in connection with 1 through 6.

Merchant Service Agreement. Means a contract between the *Insured Entity* and an acquiring bank, or other acquiring institution, that establishes the terms and conditions for accepting and processing payment card transactions.

- Money.**
- 1. Means:
 - a. currency, coins, or bank notes in circulation;
 - b. bullion;
 - c. *Virtual Currency*;
 - d. traveler's checks;
 - e. certified or cashier's checks; or
 - f. money orders.
 - 2. Does not include *Securities*.

Notification. Means written notice to *Impacted Parties* about a *Privacy Breach* or *Security Breach*. Multiple *Notifications* about the same *Privacy Breach* or *Security Breach* are deemed one *Notification*.

Optional ERP. Means an extended reporting period for the time shown in the Optional ERP Endorsement starting on the effective date this Coverage is:

- 1. canceled; or
- 2. not renewed.

Other Property. Means tangible property, other than *Money* or *Securities* that has intrinsic value.

Payment Card Contract Penalties. Means fines, penalties, or assessments imposed under a *Merchant Service Agreement* against an *Insured Entity* for noncompliance with *Payment Card Security Standards*.

Definitions continued from previous page.

Payment Card Security Standards.	Means the Payment Card Industry Data Security Standard (PCI-DSS), or similar standard, to which the <i>Insured Entity</i> has agreed in a <i>Merchant Service Agreement</i> .
Period Of Indemnity.	Means the Period Of Indemnity shown in the CyberRisk Declarations. It begins on the earlier of the date of the first: 1. <i>Notification</i>; or 2. <i>Adverse Media Report</i>, whichever is earlier.
Period Of Restoration.	Means the period of time that begins after the <i>Wait Period</i> ends, and ends on the earlier of: 1. the expiration of the Period Of Restoration shown in the CyberRisk Declarations; or 2. when the <i>Insured Entity's</i> business operations have been restored for a consecutive 24-hour period to the level of operation that existed immediately before the <i>First Party Event</i>.
Policy Period.	Means the Policy Period shown in the Declarations, which is subject to the cancelation of this Policy.
Pollutant.	Means a solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
Potential Claim.	Means conduct or circumstances that could reasonably be expected to give rise to a <i>Claim</i> .
Privacy And Security Act.	Means: 1. the failure to prevent a <i>Privacy Breach</i>; 2. the failure to destroy <i>Confidential Information</i>; 3. a violation of law, when alleged in connection with 1 or 2; 4. the failure to provide <i>Notification</i> required by law; 5. the failure to comply with a <i>Privacy Policy</i>; 6. the unauthorized, unlawful, or wrongful collection of <i>Confidential Information</i>; or 7. the failure to prevent a <i>Security Breach</i>, directly resulting in the: a. alteration or deletion of <i>Confidential Information</i>; b. transmission of a <i>Virus</i> into a computer or network system that is not a <i>Computer System</i>; c. participation in a denial-of-service attack directed against a computer or network system that is not a <i>Computer System</i>; or d. failure to provide an authorized user with access to a <i>Computer System</i>.
Privacy Breach.	Means the loss or theft of, or unauthorized access to or disclosure of, <i>Confidential Information</i> .
Privacy Breach Notification Costs.	Means reasonable costs or fees incurred or paid by an <i>Insured Entity</i> , voluntarily or as required by agreement or law, for: 1. printing and delivering notice to; 2. providing credit or identity monitoring for up to 24 months, or longer where required by law, to; 3. call center services for; 4. the costs to purchase an identity fraud insurance policy to benefit natural persons who are; or 5. with the Insurer's prior written consent, other services to mitigate <i>Loss</i> or provide notice to, <i>Impacted Parties</i>, if recommended and provided by an <i>Approved Provider</i>.
Privacy Policy.	Means the <i>Insured Entity's</i> publicly available written policies or procedures regarding <i>Confidential Information</i> .

Public Relations Costs. Means reasonable costs or fees for public relations services recommended and provided by an *Approved Provider* to mitigate or prevent negative publicity.

- Ransom.**
1. Means:
 - a. *Money*;
 - b. *Securities*; or
 - c. the fair market value of property or services, paid or surrendered by, or on behalf of, the *Insured*.
 2. Will be valued as of the date paid or surrendered.

Regulatory Costs. Means:

1. civil money fines;
2. civil penalties; or
3. amounts deposited in a consumer redress fund, imposed in a *Regulatory Proceeding*, to the extent insurable under the most favorable applicable law.

Regulatory Proceeding. Means an administrative or regulatory proceeding, or a civil investigative demand, brought by a domestic or foreign governmental entity.

Reputation Harm. Means damage to the *Insured Entity's* reputation incurred during the *Period Of Indemnity* that results in *Income Loss*, other than the value of:

1. coupons;
2. price discounts;
3. prizes;
4. awards; or
5. consideration given by the *Insured* in excess of the contracted or expected amount.

Restoration Costs.

1. Means the reasonable amounts incurred or paid by the *Insured*, with the Insurer's prior written consent:
 - a. to restore or recover damaged or destroyed computer programs, software, or electronic data stored within a *Computer System*, to its condition immediately before a *Security Breach*; or
 - b. to determine that such computer programs, software, or electronic data cannot reasonably be restored or recovered.
2. Does not include:
 - a. costs to recover or replace computer programs, software, or electronic data that the *Insured* did not have a license to use;
 - b. costs to design, update, or improve the operation of computer programs or software;
 - c. costs to recreate work product, research, or analysis; or
 - d. wages, benefits, or overhead of the *Insured*.

Run-Off Period. Means the period starting on the date of the *Change Of Control* to the end of the *Policy Period*.

Securities. Means written agreements representing *Money* or property, other than *Virtual Currency*.

Security Breach. Means:

1. the unauthorized access to;
2. the use of authorized access to cause intentional harm to;
3. a denial-of-service attack against; or
4. the introduction of a *Virus* into, a *Computer System*.

Social Engineering Fraud. Means intentionally misleading an *Insured Person*, by providing an instruction that:

1. is not made by an *Insured*;
2. is purportedly from a *Vendor, Client, or Insured Person*;
3. directs the *Insured Person* to transfer, pay, or deliver *Money or Securities*;
4. contains a misrepresentation of material fact; and
5. is relied upon by the *Insured Person*, believing the material fact to be true.

Subsidiary. Means:

1. an entity while the Named Insured owns more than 50% of the outstanding securities or voting rights representing the right to select the entity's board of directors, or functional equivalent;
2. a nonprofit entity while the Named Insured exercises management control over such entity; or
3. an entity while the Named Insured owns exactly 50%, as a joint venture, and while an *Insured Entity* controls the entity's management and operations under a written agreement.

System Failure. Means an accidental, unintentional, and unplanned total or partial interruption of a *Computer System*, not caused by:

1. a *Security Breach*; or
2. a total or partial interruption of a third party computer system or network.

Telecom Charges. Means amounts charged to the *Insured Entity* for telephone services by its telephone service provider.

Telecom Fraud. Means the unauthorized access to, or use of, the *Insured Entity's* telephone system by a person or entity other than an *Insured Person*.

Vendor. Means a person or entity that provides goods or services to the *Insured Entity* under an agreement.

Virtual Currency.

1. Means a publicly available digital or electronic medium of exchange used and accepted as a means of payment.
2. Does not include:
 - a. coupons;
 - b. discounts;
 - c. gift cards;
 - d. rebates;
 - e. reward points; or
 - f. similar mediums of exchange.

Virus. Means malicious code that could destroy, or change the integrity or performance of, electronic data, software, or operating systems.

Wait Period. Means the Wait Period shown in the CyberRisk Declarations. It begins when a total or partial interruption to an *Insured Entity's* business operations is caused by a *First Party Event*. A separate *Wait Period* applies to each unrelated *First Party Event*.

Wrongful Act.

1. Means any:
 - a. *Media Act*; or
 - b. *Privacy And Security Act*.
2. All *Wrongful Acts* that share a common:
 - a. nexus;
 - b. set of facts;
 - c. circumstance;

- d. situation;
 - e. event; or
 - f. decision,
- are deemed a single *Wrongful Act* that occurred at the time the first such *Wrongful Act* occurred.

Exclusions

- Assumed Liability.**
- 1. The Insurer will not pay *Loss* arising out of liability assumed by an *Insured*.
 - 2. This does not apply:
 - a. when the *Insured* would have been liable in the absence of such assumption of liability;
 - b. to a *Claim for Payment Card Contract Penalties*;
 - c. to *Privacy Breach Notification Costs*; or
 - d. to any privacy or confidentiality obligation that the *Insured* has agreed to under a *Privacy Policy* or nondisclosure agreement.
- Bodily Injury.**
- 1. The Insurer will not pay *Loss* for:
 - a. bodily injury;
 - b. sickness;
 - c. disease;
 - d. death; or
 - e. loss of consortium.
 - 2. This does not apply to:
 - a. emotional distress;
 - b. mental anguish;
 - c. humiliation; or
 - d. loss of reputation.
- Conduct.**
- 1. The Insurer will not pay *Loss* arising out of an *Insured's*:
 - a. intentionally dishonest or fraudulent act or omission; or
 - b. willful violation of law or regulation.
 - 2. This does not apply to:
 - a. *Defense Costs*; or
 - b. *Loss* other than *Defense Costs*, unless a final nonappealable adjudication in the underlying action establishes such conduct occurred.
 - 3. In applying this exclusion, knowledge or conduct of an *Insured* will not be imputed to another *Insured*, except that knowledge or conduct of an *Executive Officer* will be imputed to the *Insured Entity*.
- Cyber Crime.**
- The Cyber Crime Insuring Agreements do not apply to:
- 1. indirect or consequential loss;
 - 2. potential income, including interest and dividends, not realized by an *Insured* or *Client*;
 - 3. loss of confidential information;
 - 4. loss of intellectual property;
 - 5. loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, or other cards;
 - 6. loss resulting from a fraudulent instruction, if the sender or anyone acting in collusion with the sender, ever had authorized access to the *Insured's* password, PIN, or other security code;
 - 7. amounts the *Insured* incurs without a legal obligation to do so;

8. loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter electronic data or send instructions, provided this does not apply to the Social Engineering Fraud Insuring Agreement;
9. loss resulting from the failure of any party to perform under any contract; or
10. loss due to any nonpayment of, or default upon, any loan, extension of credit, or similar promise to pay.

Government Action. The Insurer will not pay *Loss* arising out of:

1. seizure;
 2. confiscation;
 3. nationalization;
 4. requisition; or
 5. destruction of property,
- by or under the order of domestic or foreign government authority.

Infrastructure. The Insurer will not pay *Loss* arising out of a total or partial interruption or failure of any:

1. satellite;
 2. electrical or mechanical system;
 3. electric, gas, water, or other utility;
 4. cable, telecommunications, or Internet service provider; or
 5. other infrastructure,
- except when such is under the *Insured's* control.

Insured vs. Insured. 1. The Insurer will not pay *Loss* for a *Claim* brought by or on behalf of:

- a. an *Insured*; or
- b. an entity that, at the time the *Wrongful Act* occurs, or the date the *Claim* is made:
 - i. is owned, operated, or controlled by any *Insured*; or
 - ii. owns, operates, or controls any *Insured*.

2. This does not apply to a *Claim*:

- a. by an *Insured Person* for contribution or indemnity, if resulting from another covered *Claim*; or
- b. by or on behalf of an *Insured Person* or *Additional Insured* who did not commit or participate in the *Wrongful Act*.

Intellectual Property. The Insurer will not pay *Loss* arising out of an *Insured's* misappropriation, infringement, or violation of:

1. copyrighted software;
2. patent rights or laws; or
3. trade secret rights or laws.

Labor Disputes. The Insurer will not pay *Loss* under the Business Loss Insuring Agreements arising out of labor disputes.

Licensing And Royalties. The Insurer will not pay *Loss* arising out of any obligation to pay licensing fees or royalties.

Ownership Rights. The Insurer will not pay *Loss* for a *Claim* by, or on behalf of, an independent contractor, joint venturer, or venture partner arising out of disputes over ownership rights in *Covered Material*.

Physical Peril. The Insurer will not pay *Loss* arising out of:

1. fire, smoke, or explosion;
2. lightning, wind, rain, or hail;

3. surface water, waves, flood, or overflow of any body of water;
4. earthquake, earth movement, or earth sinking;
5. mudslide, landslide, erosion, or volcanic eruption;
6. collapse, wear and tear, rust, corrosion, or deterioration;
7. magnetic or electromagnetic fields;
8. extremes of temperature or humidity; or
9. any similar physical event or peril.

Pollution. The Insurer will not pay *Loss* arising out of:

1. the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of a *Pollutant*;
2. a request, demand, order, or statutory, or regulatory requirement that an *Insured* or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess, the effects of, a *Pollutant*; or
3. testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of, a *Pollutant*.

Prior Acts. The Insurer will not pay *Loss* arising out of a *Wrongful Act* that occurs prior to the Retro Date shown in the CyberRisk Declarations.

Prior Matters. The Insurer will not pay *Loss* arising out of any fact, circumstance, situation, event, or *Wrongful Act*:

1. that is, or reasonably would be regarded as, the basis for a *Claim* under the Liability Insuring Agreements about which any *Executive Officer* had knowledge prior to the Knowledge Date shown in the CyberRisk Declarations;
2. that, prior to the Inception date shown in the Declarations, was the subject of any notice of claim, or circumstance, given by or on behalf of any *Insured* and accepted under any policy of insurance that this Coverage directly renews, replaces, or succeeds in time; or
3. previously alleged in a civil, criminal, administrative, or regulatory proceeding against any *Insured* prior to the P&P Date shown in the CyberRisk Declarations.

Property Damage.

1. The Insurer will not pay *Loss* under the Liability or Breach Response Insuring Agreements for the:
 - a. damage to;
 - b. destruction of;
 - c. loss of; or
 - d. loss of use of,any tangible property.
2. The Insurer will not pay *Loss* under the Cyber Crime or Business Loss Insuring Agreements arising out of the:
 - a. damage to;
 - b. destruction of;
 - c. loss of; or
 - d. loss of use of,any tangible property, other than loss of *Other Property* covered under the Computer Fraud Insuring Agreement.

Securities Laws. The Insurer will not pay *Loss* arising out of:

1. a violation of a securities law or regulation; or
2. except under the Cyber Crime Insuring Agreements:
 - a. the ownership of;
 - b. the sale or purchase of; or
 - c. the offer to sell or purchase, stock or other securities.

Exclusions continued from previous page.

- Unlawful Collection.** 1. The Insurer will not pay *Loss* arising out of the collection of *Confidential Information* in violation of law.
2. This does not apply to *Defense Costs*.
- Unsolicited Communications.** 1. The Insurer will not pay *Loss* arising out of a violation of a law that restricts or prohibits unsolicited communications.
2. This does not apply to a *Security Breach* under the Breach Response Insuring Agreements.
- War.** 1. The Insurer will not pay *Loss* arising out of:
- a. war, including undeclared or civil war;
 - b. warlike action, including action in hindering or defending against an actual or expected attack, by any government, military force, sovereign, or other authority using military personnel or other agents; or
 - c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
2. This does not apply to an actual or threatened attack against a *Computer System* with intent to cause harm, or further social, ideological, religious, political, or similar objectives, except when in support of 1a through 1c.

Limits And Retentions

- Limits Of Insurance.** 1. The most the Insurer will pay for all *Loss* is the CyberRisk Aggregate Limit shown in the CyberRisk Declarations.
2. The most the Insurer will pay for all *Loss* under an Insuring Agreement is the applicable Limit for such Insuring Agreement shown in the CyberRisk Declarations; but:
- a. The most the Insurer will pay for all *Payment Card Contract Penalties* is the Payment Card Costs Limit shown in the CyberRisk Declarations, which is within and will reduce the Privacy And Security Limit.
 - b. The most the Insurer will pay for all *Business Interruption Loss* that results from a *System Failure* is the System Failure Limit shown in the CyberRisk Declarations, which is within and will reduce the Business Interruption Limit.
 - c. Payment of *Loss* under the Dependent Business Interruption Insuring Agreement and Reputation Harm Insuring Agreement is within and will reduce, the remaining Business Interruption Limit.
 - d. The most the Insurer will pay for all *Accounting Costs* is the Accounting Costs Limit shown in the CyberRisk Declarations, which is within and will reduce the Limit for the applicable Business Loss Insuring Agreement.
 - e. If a Betterment Coparticipation percentage is shown in the CyberRisk Declarations, such percentage of *Betterment Costs* will be paid by the *Insured*. The Insurer will pay the remaining *Betterment Costs*, up to the Betterment Limit shown in the CyberRisk Declarations.
3. The most the Insurer will pay for all *Loss* with respect to an *Additional Insured* is the limit agreed to in the agreement between such *Additional Insured* and the *Insured Entity*, or the applicable Limit shown in the CyberRisk Declarations, whichever is less.
4. If the CyberRisk Declarations indicates that a Shared Limit applies, the most the Insurer will pay under all Shared Coverages is the Shared Limit shown in the Shared Limit Declarations.
5. Once the CyberRisk Aggregate Limit or Shared Limit is exhausted, the premium is fully earned, and all obligations of the Insurer, including any duty to defend, will cease.
- Retention.** 1. The Insurer will only pay *Loss* once the applicable Retention shown in the CyberRisk Declarations has been paid by the *Insured*.
2. Except for the Betterment Insuring Agreement, if multiple Retentions apply to:

- a. a *Claim*;
 - b. a *First Party Event*; or
 - c. *Claims* and *First Party Events* that share a common nexus, set of facts, circumstance, situation, event, or decision,

the *Insured* will not pay more than the amount of the largest applicable Retention.
3. The *Insured Person* is deemed indemnified by the *Insured Entity* to the extent permitted or required by law, written agreement, or the by-laws of the *Insured Entity*. For the Liability Insuring Agreements, no Retention will apply to an *Insured Person* if indemnification by the *Insured Entity* is:
 - a. not permitted by law; or
 - b. not possible due to the financial insolvency of such *Insured Entity*.
4. The Insurer may pay any amount of Retention. In such event, the *Insured* agrees to repay the Insurer such amounts.

Other Conditions

- | | |
|-------------------------------------|---|
| Allocation. | <ol style="list-style-type: none"> 1. Subject to Other Conditions, Settlement, if an <i>Insured</i> incurs: <ol style="list-style-type: none"> a. <i>Loss</i> jointly with others who are not covered for a <i>Claim</i>; or b. <i>Loss</i> covered and loss not covered by this Coverage because a <i>Claim</i> includes both covered and uncovered matters, <p>then the <i>Insured</i> and the Insurer will use their best efforts to allocate such amount between covered <i>Loss</i> and uncovered loss based upon the relative legal and financial exposures of the parties to covered and uncovered matters.</p> 2. If the CyberRisk Declarations shows that the Insurer has the duty to defend <i>Claims</i>, all <i>Defense Costs</i> will be allocated to covered <i>Loss</i>. |
| Cancellation And Nonrenewal. | <ol style="list-style-type: none"> 1. The Insurer will cancel this Coverage only if premium is not paid when due. If nonpayment occurs, the Insurer will give at least 20 days written notice of cancellation to the Named Insured. Unless payment is received when due, this Coverage will be canceled. 2. The Named Insured may cancel any part of this Coverage by giving advanced written notice to the Insurer, stating when such cancellation will be effective. 3. If any part of this Coverage is canceled, the Insurer will refund the unearned premium on a pro rata basis. 4. The Insurer is not required to renew this Coverage upon its expiration. If the Insurer elects not to renew, it will provide the Named Insured written notice to that effect at least 60 days before the Expiration date shown in the Declarations. |
| Change Of Structure. | <ol style="list-style-type: none"> 1. Under the Liability and Breach Response Insuring Agreements, if a <i>Change Of Control</i> occurs during the <i>Policy Period</i>, the coverage will continue for the <i>Run-Off Period</i>. 2. Coverage during the <i>Run-Off Period</i> is only for <i>Wrongful Acts</i> or <i>First Party Events</i> occurring before such <i>Change Of Control</i>. 3. Under the Cyber Crime and Business Loss Insuring Agreements, if an entity ceases to be an <i>Insured Entity</i> during the <i>Policy Period</i>, <i>First Party Loss</i> is only covered if: <ol style="list-style-type: none"> a. such <i>First Party Loss</i> is sustained; and b. the applicable <i>First Party Event</i> is <i>Discovered</i>, prior to the time such entity ceased to be an <i>Insured Entity</i>. 4. The Named Insured may request to extend the time of the <i>Run-Off Period</i>. |
| Claim Defense. | <ol style="list-style-type: none"> 1. If the CyberRisk Declarations shows that the Insurer has the duty to defend <i>Claims</i>, the Insurer: <ol style="list-style-type: none"> a. has the right and duty to defend covered <i>Claims</i>, even if groundless or false; b. has the right to select defense counsel for such <i>Claims</i>; and |

- c. has no duty to defend, or to continue to defend, *Claims* after the applicable Limit has been exhausted.
2. If the CyberRisk Declarations shows that the Insurer does not have the duty to defend *Claims*:
 - a. the *Insured* has the duty to defend *Claims*;
 - b. the Insurer has the right to participate in the selection of defense counsel;
 - c. the Insurer has the right to participate in the investigation, defense, and settlement of such *Claims*;
 - d. subject to the applicable Limit, the Insurer will reimburse the *Insured* for *Defense Costs*;
 - e. upon written request, the Insurer will advance *Defense Costs*; and
 - f. advanced *Defense Costs* will be repaid to the Insurer to the extent that the *Insured* is not entitled to such payment.
3. With respect to a *Claim*, the *Insured* will not, without the Insurer's prior written consent:
 - a. make an offer to settle, or settle, a *Claim*;
 - b. admit liability; or
 - c. except at the *Insured's* own cost, make a voluntary payment, pay or incur *Defense Costs* or other expense, or assume any obligation.

Cyber Crime And Business Loss Change.

The Cyber Crime and Business Loss Insuring Agreements will end upon:

1. a *Change Of Control*; or
2. the voluntary liquidation or dissolution of the Named Insured.

ERP –Automatic.

1. The *Automatic ERP* applies without additional premium.
2. *Claims* resulting from *Wrongful Acts* that occur prior to cancellation or nonrenewal can be made and reported to the Insurer during the *Automatic ERP*. Such *Claim* is deemed reported on the last day of the *Policy Period*.
3. The most the Insurer will pay for *Loss* resulting from *Claims* reported during the *Automatic ERP* is the remaining portion of the applicable Limit shown in the CyberRisk Declarations as of the effective date of cancellation or nonrenewal.

ERP –Optional.

1. The Named Insured may elect to purchase an *Optional ERP* shown in the CyberRisk Declarations for any reason other than nonpayment of premium. The *Optional ERP* will only take effect if:
 - a. the Insurer receives written notice of such election no later than 90 days after cancellation or nonrenewal; and
 - b. the additional premium for the *Optional ERP* is paid when due.
2. *Claims* or *Potential Claims* resulting from *Wrongful Acts* that occur prior to cancellation or nonrenewal can be made and reported to the Insurer during the *Optional ERP*. Such *Claim* or *Potential Claim* is deemed reported on the last day of the *Policy Period*.
3. For the Privacy Breach Notification, Computer And Legal Experts, and Public Relations Insuring Agreements, *First Party Loss* that results from a *First Party Event* occurring prior to cancellation or nonrenewal can be *Discovered* during the *Optional ERP*. Such *First Party Event* is deemed *Discovered* on the last day of the *Policy Period*.
4. The premium due for the *Optional ERP* is shown in the CyberRisk Declarations. Such premium is fully earned at the start of the *Optional ERP*.
5. The most the Insurer will pay for *Loss* resulting from *Claims* made, or *First Party Events Discovered*, during the *Optional ERP* is the remaining portion of the applicable Limit shown in the CyberRisk Declarations as of the effective date of cancellation or nonrenewal.
6. When the *Optional ERP* applies, it replaces the *Automatic ERP* and the Extended Discovery Period for the Privacy Breach Notification, Computer And Legal Experts, and Public Relations Insuring Agreements.

Extended Discovery Period.

1. For the *First Party Insuring Agreements*, the *Insured* has an extended period of time to *Discover* a *First Party Loss* arising out of a *First Party Event* that occurred prior to the effective date of cancellation. Such *First Party Event* will be deemed *Discovered* on the last day of the *Policy*

Period. This period begins on the effective date such *First Party Insuring Agreement* is canceled. It ends on the earlier of:

- a. 90 days; or
 - b. the effective date of similar coverage purchased by the *Insured*, even if such insurance does not provide coverage for loss sustained prior to its effective date.
2. When *Optional ERP* is purchased, it replaces the Extended Discovery Period for the Privacy Breach Notification, Computer And Legal Experts, and Public Relations Insuring Agreements.

Income Loss Appraisal. If, after submission of the Proof of Loss, the Insurer and *Insured* do not agree on the amount of *Income Loss*, each party will select an appraiser. If the appraisers do not agree, they will select an umpire. Each appraiser will submit the amount of *Income Loss* to the umpire. Agreement by the umpire and at least one of the appraisers as to the amount of *Income Loss* is binding.

Each party will:

1. pay its own appraiser, except when covered as *Accounting Costs*, and
2. share the fees and costs of the umpire equally.

Notice Of Claim.

1. If an *Insured* gives the Insurer written notice of a *Potential Claim* during the *Policy Period*, or any extended reporting period, then a *Claim* subsequently arising from such *Potential Claim* will be deemed made on the last day of the *Policy Period*. Such notice must include a description of the anticipated allegations of *Wrongful Acts*, potential damages, and the names of potential claimants and *Insureds* involved.
2. Once an *Executive Officer* becomes aware that a *Claim* has been made, the *Insured* must give the Insurer written notice of such *Claim* as soon as practicable. If such *Claim* involves facts that are subject to a court order or law enforcement hold, the *Insured* must give the Insurer written notice of such *Claim* as soon as practicable once such order or hold is not in effect. Such notice must include a copy of the *Claim* or description of its particulars.
3. All notices under this section must be sent to the Insurer at an address shown in the Declarations.

Notice Of First Party Event.

1. Upon the *Discovery* of a *First Party Event*, the *Insured* must give the Insurer written notice of the particulars of such event, as soon as practicable.
2. If such *First Party Event* causes *First Party Loss* under the Cyber Crime or Business Loss Insuring Agreements in an amount more than 25% of the applicable Retention, the *Insured* must:
 - a. give the Insurer a detailed, sworn Proof of Loss within 120 days;
 - b. submit to an examination Under Oath, and give the Insurer a signed statement of the *Insured's* answers; and
 - c. notify law enforcement, if such *First Party Event* violates law.
3. Demands for payment of *First Party Loss* must be provided to the Insurer by the *Insured Entity*.
4. All notices and demands must be sent to the Insurer at an address shown in the Declarations.

Other Insurance.

1. The Breach Response and Business Loss Insuring Agreements are primary insurance.
2. The Liability and Cyber Crime Insuring Agreements are excess over, and will not contribute with, any other valid and collectible insurance available to the *Insured*. This applies even if such other insurance is stated to be primary, excess, or otherwise, unless such other insurance states by specific reference that it is excess over this Coverage.

Property Covered. Coverage under the Cyber Crime Insuring Agreements is limited to property:

1. the *Insured Entity*:
 - a. owns;
 - b. leases; or
 - c. holds for others; or
2. for which the *Insured Entity* is legally liable, except property located inside premises of the *Insured Entity's* client or such client's financial institution.

- Recovery And Subrogation.**
1. The Insurer has no duty to recover amounts paid under this Coverage.
 2. Amounts recovered from a third party, less costs incurred in obtaining such recovery, will be applied in this order:
 - a. to the Insurer for any Retention it paid on behalf of an *Insured*;
 - b. to the *Insured* for *Loss* the Insurer did not pay because the applicable Limit was exhausted;
 - c. to the Insurer for *Loss* it paid;
 - d. to the *Insured* for any Retention it paid; and then
 - e. to the *Insured* for any uncovered loss it paid.
 3. Recoveries do not include amounts from insurance or reinsurance.
 4. The Insurer is subrogated to, and the *Insured* must transfer to the Insurer, all of the *Insured's* rights of recovery against any person or organization for *Loss* the Insurer has paid under this Coverage. The *Insured* agrees to:
 - a. execute and deliver instruments and papers;
 - b. do everything necessary to secure such rights; and
 - c. do nothing to impair or prejudice those rights.
 5. Subrogation will not apply if the *Insured*, prior to the date of a *Wrongful Act* or a *First Party Event*, waived its rights to recovery.
 6. Any of the *Insured Entity's* property that the Insurer pays for becomes the Insurer's property.

Related Claims. Multiple *Claims* arising out of the same *Wrongful Act* are a single *Claim* that is deemed first made on the date the earliest of such *Claims* is made, whether before or during the *Policy Period*.

- Representations.**
1. The Insurer has issued this coverage in reliance on the accuracy and completeness of the representations that the *Insured* made to the Insurer.
 2. If any such representation is untrue, and:
 - a. was material to the acceptance of the risk; and
 - b. is material to a covered *Loss*,then this coverage will not apply to such *Loss* with respect to:
 - i. an *Insured Person* who knew; or
 - ii. an *Insured Entity*, if an *Executive Officer* knew,that such representation was untrue on the Inception date shown in the Declarations.

- Settlement.** The Insurer may, with the written consent of the *Insured*, settle a *Claim*. If the Insurer and claimant agree to settle a *Claim* but the *Insured* withholds its consent, the *Insured* will be responsible for 20% of all:
1. *Defense Costs* incurred after the date the *Insured* withheld its consent; and
 2. *Loss*, other than *Defense Costs*, in excess of such settlement offer.

- Subsidiaries.** If a *Subsidiary* is acquired or created by an *Insured Entity* during the *Policy Period*, and its revenues are:
1. less than 35% of the total annual revenues of such *Insured Entity*, then it will be covered for *Wrongful Acts* or *First Party Events* that occur after its acquisition or creation; or
 2. are at least 35% of the total annual revenues of such *Insured Entity*, then it will be covered for:
 - a. *Wrongful Acts* that occur after its acquisition or creation, for *Claims* made; or
 - b. *First Party Events* that occur after its acquisition or creation and that are *Discovered* and reported,within 90 days of its acquisition or creation, or the end of the *Policy Period*, whichever is earlier. Additional coverage may be negotiated at the time of acquisition or creation.

**Suits Against The Insurer –
Cyber Crime.**

The *Insured Entity* may not bring any legal action against the Insurer involving a *First Party Event* covered under the Cyber Crime Insuring Agreements:

1. until 60 days after the *Insured Entity* has filed Proof of Loss; and
2. unless such legal action is commenced within two years from the date the *Insured Entity* Discovers the *First Party Event*.

**Valuation Under First Party
Insuring Agreements.**

1. *Money*, except *Virtual Currency*, is valued in the U.S. dollar equivalent determined at the rate of exchange published by The Wall Street Journal:
 - a. for the Cyber Crime Insuring Agreements, on the date the *First Party Event* was *Discovered*; and
 - b. for the Breach Response and Business Loss Insuring Agreements, on the date of payment of *First Party Loss*.
2. *Securities* are valued at market value as of the close of business on the date the *First Party Event* was *Discovered*; and at its discretion, the Insurer will:
 - a. pay the *Insured Entity* such value;
 - b. replace such *Securities* in kind, in which case the *Insured Entity* must assign to the Insurer all rights, title, and interest in such *Securities*; or
 - c. pay the cost of a Lost Securities Bond required when issuing duplicates of the *Securities*. Such Lost Securities Bond will have a penalty no more than the value of the *Securities* at the close of business on the date the *First Party Event* was *Discovered*.
3. *Virtual Currency* is valued in the U.S. dollar equivalent determined at the rate of exchange:
 - a. for the Cyber Crime Insuring Agreements, on the date the *First Party Event* was *Discovered*; and
 - b. for the Breach Response and Business Loss Insuring Agreements, on the date of payment of *First Party Loss*.
4. *Other Property* is valued for the lesser of:
 - a. the actual cash value of the *Other Property* on the date the *First Party Event* was *Discovered*; or
 - b. the cost to replace *Other Property* with comparable property, but only after such property is actually replaced.

This endorsement changes the CyberRisk Coverage.

Conviction Reward Endorsement

There are three changes described below:

1. The following is added to **Cyber Crime Insuring Agreements**:

Conviction Reward. The Insurer will pay the *Insured Entity* for *Conviction Reward Costs* following a *First Party Event* that is *Discovered* during the *Policy Period*.

2. The following is added to **Definitions**:

Conviction Reward Costs. Means the reasonable amount paid by the *Insured Entity*, with the Insurer's prior written consent, for information that leads to the arrest and conviction of a natural person responsible for a *First Party Event*.

3. The following is added to the **CyberRisk Declarations**:

	Limit	Retention
Conviction Reward:	\$25,000	0

Issuing Company: Travelers Casualty and Surety Company of America

Policy Number:

CYB-19105 Ed. 01-19

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SPECIMEN - QUOTE 1

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There are three changes described below:

1. The following is added to **Definitions, Extra Expense**:

Includes such reasonable costs incurred by the *Insured Entity*, with the Insurer's written consent, to replace any *Bricked Equipment* with functionally equivalent equipment, if such *Bricked Equipment* is inoperable:

1. directly as a result of a *Security Breach*; and
2. if reasonable attempts to restore such *Bricked Equipment* fail.

Such costs may include newer versions or models of such *Bricked Equipment*.

2. The following is added to **Definitions**:

Bricked Equipment. Means any inoperable computer, input, output, processing, storage, or communication device:

1. owned by;
2. leased to;
3. licensed to; or
4. under the direct operational control of, the *Insured Entity*, or an *Insured Person*, while authorized by, and transacting business on behalf of, the *Insured Entity*.

3. The following is added to **Exclusions, Property Damage 2**:

This does not apply to *Business Interruption Loss* resulting from the loss of use of a *Computer System*.

**Vendor Or Client Payment Fraud
Endorsement**

This endorsement changes the CyberRisk Coverage.

There are ten changes described below:

1. The following is added to **Cyber Crime Insuring Agreements**:

Vendor Or Client Payment Fraud.

The Insurer will pay the *Insured Entity* for *Vendor Or Client Payment Fraud Loss* that arises out of a *Security Breach* that is discovered during the Policy Period.

2. The following is added to **Definitions**:

Vendor Or Client Payment Fraud. Means an instruction that intentionally misleads a *Vendor* or *Client*, when such instruction:

1. is not made by an *Insured*;
2. is purportedly from an *Insured*;
3. directs such *Vendor* to perform services or deliver goods, or such *Client* to deliver payment to, an unintended recipient;
4. contains a misrepresentation of material fact; and
5. is relied upon by such *Vendor* or *Client*, believing the material fact to be true.

Vendor Or Client Payment Fraud Loss. Means:

1. *Money* owed to the *Insured Entity* but not collected for services rendered or goods delivered to a *Client*, or
2. the amount the *Insured Entity* paid a *Vendor* for goods or services the *Insured Entity* did not receive; directly caused by *Vendor Or Client Payment Fraud*.

3. The following is added to **Definitions, Computer Fraud**:

Does not include *Vendor Or Client Payment Fraud*.

4. The following is added to **Definitions, First Party Event**:

Includes *Vendor Or Client Payment Fraud*.

5. The following is added to **Definitions, First Party Loss**:

Includes *Vendor Or Client Payment Fraud Loss*.

6. The following is added to **Definitions, Funds Transfer Fraud**:

Does not include *Vendor Or Client Payment Fraud*.

7. The following replaces **Exclusions, Cyber Crime, 8**:

loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter electronic data or send instructions, provided this does not apply to the Social Engineering Fraud or the Vendor Or Client Payment Fraud Insuring Agreements.

8. The following is added to **Other Conditions, Property Covered**:

This does not apply to the Vendor Or Client Payment Fraud Insuring Agreement.

9. The following is added to **Other Conditions**:

Property Covered – Vendor Or Client Payment Fraud

Coverage under the Vendor Or Client Payment Fraud Insuring Agreement is limited to:

1. *Money* owed to the *Insured Entity* but not collected for services rendered or goods delivered to a *Client*, or
2. the amount the *Insured Entity* paid a *Vendor* for goods or services the *Insured Entity* did not receive.

Issuing Company: Travelers Casualty and Surety Company of America

Policy Number:

CYB-19122 Ed. 05-19

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10. The following is added to the Declarations:

Vendor Or Client Payment Fraud Limit
\$100,000

Vendor Or Client Payment Fraud Retention
\$5,000

SPECIMEN - QUOTE 1

**Dependent Business Interruption – System
Failure Endorsement**

This endorsement changes the CyberRisk Coverage.

There are five changes described below:

1. The following is added to **Business Loss Insuring Agreements, Dependent Business Interruption:**

The Insurer will also pay the *Insured* for its *Business Interruption Loss*, directly caused by an *IT Provider System Failure* that is *Discovered* during the *Policy Period*.

2. The following is added to **Definitions, First Party Event:**

Includes an *IT Provider System Failure*.

3. The following is added to **Definitions:**

IT Provider System Failure. Means an accidental, unintentional, and unplanned total or partial interruption of an *IT Provider's* computer system not caused by an *IT Provider Breach*.

4. The following is added to **Exclusions, Property Damage, 2:**

This does not apply to *Business Interruption Loss* resulting from the loss of use of an *IT Provider's* computer system.

5. The following is added to **Limits And Retentions, Limits Of Insurance, 2:**

The most the Insurer will pay for *Business Interruption Loss* that results from an *IT Provider System Failure* is the Dependent Business Interruption - System Failure Limit shown in the CyberRisk Declarations, which is within and will reduce the Dependent Business Interruption Limit.

Issuing Company: Travelers Casualty and Surety Company of America
Policy Number:

CYB-19102 Rev. 06-20

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**Dependent Business Interruption - Outsource
Provider With System Failure Endorsement**

This endorsement changes the CyberRisk Coverage.

There are five changes described below:

1. The following is added to **Business Loss Insuring Agreements, Dependent Business Interruption:**

Dependent Business Interruption - Outsource Provider - System Failure.

The Insurer will pay the *Insured* for its *Business Interruption Loss*, directly caused by an *Outsource Provider Breach* or *Outsource Provider System Failure* that is *Discovered* during the *Policy Period*.

2. The following is added to **Definitions, First Party Event:**

Includes an *Outsource Provider Breach* and *Outsource Provider System Failure*.

3. The following are added to **Definitions:**

Outsource Provider. Means a provider, other than an *IT Provider*, that:

1. provides goods to, or performs services for, the *Insured* under a written contract; and
2. the *Insured* does not own, operate, or control.

Outsource Provider Breach. Means:

1. the unauthorized access to;
2. the use of authorized access to cause intentional harm to;
3. a denial-of-service attack against; or
4. the introduction of a *Virus* into,
an *Outsource Provider's* computer system, resulting in an interruption of such computer system.

Outsource Provider System Failure. Means an accidental, unintentional, and unplanned interruption of an *Outsource Provider's* computer system not caused by an *Outsource Provider Breach*.

4. The following is added to **Exclusions, Property Damage, 2:**

This does not apply to *Business Interruption Loss* resulting from the loss of use of an *Outsource Provider's* computer system.

5. The following is added to **Limits And Retentions, Limits Of Insurance, 2:**

The most the Insurer will pay for all *Business Interruption Loss* that results from an *Outsource Provider Breach* or *Outsource Provider System Failure* is the Dependent Business Interruption - Outsource Provider - System Failure Limit shown in the CyberRisk Coverage Declarations, which is within and will reduce the Dependent Business Interruption Limit.



Wrap+®

Erin I Graham
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Hartford, CT 06104-2950
Phone: (651) 310-6338
Email: EIGRAHAM@travelers.com

February 27, 2024

CARLA JANECKY
FIRST INTERNATIONAL INS
4554 38TH AVE S
FARGO, ND 58104

RE: Insured Name: CITY OF WEST FARGO
800 4TH AVE E
WEST FARGO, ND 58078-2015
Expiring Policy Number: N/A
Policy Period: February 26, 2024 to February 26, 2025

Dear CARLA JANECKY:

On behalf of **Travelers Casualty and Surety Company of America** we are pleased to provide the attached proposal of insurance for your review.

The quotes contained in this document are valid for 30 days, and are subject to the provision of, and Travelers' review and acceptance of, the required underwriting information noted in the Contingencies section. Travelers reserves the right to change the quotes in this document, or to refuse to bind coverage entirely, based on review of the required underwriting information or based on adverse change in the risk(s) to be insured prior to the quote expiration date noted in this document.

Travelers is pleased to offer Risk Management PLUS+ Online®, the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost. Please visit www.rmplusonline.com to view the services that are available. If you have additional questions about the site please contact your Underwriter.

Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, Inc., has consistently earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++*. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

Thank you for considering Travelers for your client's insurance coverages. We look forward to discussing this opportunity with you.

Sincerely,

Erin I Graham

Travelers Bond & Specialty Insurance

*A.M. Best's rating of A++ applies to Travelers Casualty and Surety Company of America as well as to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings listed herein are as of July 2023, are used with permission, and are subject to changes by the rating services. For the latest rating, access www.ambest.com.

Travelers Casualty and Surety Company of America
QUOTE OPTION #1

CYBER COVERAGE:

Liability	Limit	Retention
Privacy and Security	\$3,000,000	\$15,000
Payment Card Costs	\$3,000,000	Subject to Privacy and Security Retention
Media	\$3,000,000	\$15,000
Regulatory Proceedings	\$3,000,000	\$15,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$3,000,000	\$15,000
Computer and Legal Experts	\$3,000,000	\$15,000
Betterment	\$100,000	
Cyber Extortion	\$3,000,000	\$15,000
Data Restoration	\$3,000,000	\$15,000
Public Relations	\$3,000,000	\$15,000
Cyber Crime	Limit	Retention
Computer Fraud	\$3,000,000	\$15,000
Funds Transfer Fraud	\$3,000,000	\$15,000
Social Engineering Fraud	\$100,000	\$10,000
Telecom Fraud	\$100,000	\$5,000
Business Loss	Limit	Retention
Business Interruption	\$3,000,000	
Dependent Business Interruption	\$100,000	
Dependent Business Interruption - System Failure	\$100,000	
Dependent Business Interruption - Outsource Provider	\$100,000	
Dependent Business Interruption - Outsource Provider - System Failure	\$100,000	
Reputation Harm	\$250,000	\$5,000
System Failure	\$3,000,000	

Additional First Party Provisions

Accounting Costs Limit: \$25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 12 hours

Knowledge Date: January 01, 2024

P&P Date: January 01, 2024

Retro Date: N/A

TOTAL ANNUAL PREMIUM - \$40,060.00

(Other term options listed below, if available)

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A

CyberRisk Policy Aggregate Limit: \$3,000,000

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Cyber Coverage:

Additional Premium Percentage: 75%

Additional Months: 12

Run-Off Extended Reporting Period for Cyber Coverage:

Additional Premium Percentage: N/A

Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$40,060.00	\$0.00	\$0.00	\$40,060.00	\$40,060.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:

AFE-15001-0620 Declarations

AFE-16001-0119 General Conditions

CYB-15001-0620 CyberRisk Declarations

CYB-16001-0620 CyberRisk Coverage

CYB-16001-TOC-0620 CyberRisk Table of Contents

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:

AFE-17030-0119 North Dakota Changes Endorsement

AFE-19028-0519 Acknowledgment Of Defense Expenses Limitation Endorsement

AFE-19029-0719 Cap On Losses From Certified Acts Of Terrorism Endorsement

AFE-19030-0920 Federal Terrorism Risk Insurance Act Disclosure Endorsement

CYB-19102-0620 Dependent Business Interruption - System Failure Endorsement

CYB-19104-0620 Dependent Business Interruption - Outsource Provider Endorsement

CYB-19105-0119 Conviction Reward Endorsement

CYB-19122-0519 Vendor Or Client Payment Fraud Endorsement

CYB-19123-0519 Bricked Equipment Endorsement

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

- 1 Completed and favorable Travelers application
- 2 Defense expense acknowledgement

COMMISSION: 12.50%

QUOTE NOTES:**NOTICES:**

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, P.O. Box 2950, Hartford, CT 06104-2950.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

Coverage Disclaimer:

THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

Affiliate (non-Subsidiary) Coverage Disclaimer:

Regardless of the submission of information or typical availability of coverage for any entity that is not a Subsidiary of the Named Insured, **such entity is not covered by the Policy unless an endorsement is provided that specifically schedules it.** Under the Wrap+® policy, coverage is generally afforded to the following entities (unless otherwise excluded): (1) the Named Insured and (2) its majority-owned Subsidiaries. A Subsidiary is defined in each coverage part of the Wrap+® policy and the definition can vary between coverage parts. An affiliate is not defined but generally has some ownership and/or management in common with the Named Insured or its Subsidiaries (but itself is not a Subsidiary of either one). Affiliate coverage will not be considered on a blanket basis nor will an individual entity be scheduled without proper underwriting information (please contact your underwriter to discuss specific requirements). For an actual description of coverages, terms and conditions, refer to the Policy. Sample policies can be found on the travelers.com website or contact your underwriter.



Wrap+®

Erin I Graham
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February 26, 2024

CARLA JANECKY
FIRST INTERNATIONAL INS
4554 38TH AVE S
FARGO, ND 58104

RE:	Insured Name:	CITY OF WEST FARGO 800 4TH AVE E WEST FARGO, ND 58078-2015
	Expiring Policy Number:	N/A
	Policy Period:	February 26, 2024 to February 26, 2025

Dear CARLA JANECKY:

On behalf of **Travelers Casualty and Surety Company of America** we are pleased to provide the attached proposal of insurance for your review.

The quotes contained in this document are valid for 30 days, and are subject to the provision of, and Travelers' review and acceptance of, the required underwriting information noted in the Contingencies section. Travelers reserves the right to change the quotes in this document, or to refuse to bind coverage entirely, based on review of the required underwriting information or based on adverse change in the risk(s) to be insured prior to the quote expiration date noted in this document.

Travelers is pleased to offer Risk Management PLUS+ Online®, the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost. Please visit www.rmplusonline.com to view the services that are available. If you have additional questions about the site please contact your Underwriter.

Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, Inc., has consistently earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++*. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

Thank you for considering Travelers for your client's insurance coverages. We look forward to discussing this opportunity with you.

Sincerely,

Erin I Graham

Travelers Bond & Specialty Insurance

*A.M. Best's rating of A++ applies to Travelers Casualty and Surety Company of America as well as to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings listed herein are as of July 2023, are used with permission, and are subject to changes by the rating services. For the latest rating, access www.ambest.com.

Travelers Casualty and Surety Company of America
QUOTE OPTION #1

CYBER COVERAGE:

Liability	Limit	Retention
Privacy and Security	\$4,000,000	\$20,000
Payment Card Costs	\$4,000,000	Subject to Privacy and Security Retention
Media	\$4,000,000	\$20,000
Regulatory Proceedings	\$4,000,000	\$20,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$4,000,000	\$20,000
Computer and Legal Experts	\$4,000,000	\$20,000
Betterment	\$100,000	
Cyber Extortion	\$4,000,000	\$20,000
Data Restoration	\$4,000,000	\$20,000
Public Relations	\$4,000,000	\$20,000
Cyber Crime	Limit	Retention
Computer Fraud	\$4,000,000	\$20,000
Funds Transfer Fraud	\$4,000,000	\$20,000
Social Engineering Fraud	\$100,000	\$10,000
Telecom Fraud	\$100,000	\$5,000
Business Loss	Limit	Retention
Business Interruption	\$4,000,000	
Dependent Business Interruption	\$100,000	
Dependent Business Interruption - System Failure	\$100,000	
Dependent Business Interruption - Outsource Provider	\$100,000	
Dependent Business Interruption - Outsource Provider - System Failure	\$100,000	
Reputation Harm	\$250,000	\$5,000
System Failure	\$4,000,000	

Additional First Party Provisions

Accounting Costs Limit: \$25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 12 hours

Knowledge Date: January 01, 2024

P&P Date: January 01, 2024

Retro Date: N/A

TOTAL ANNUAL PREMIUM - \$47,942.00

(Other term options listed below, if available)

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A

CyberRisk Policy Aggregate Limit: \$4,000,000

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Cyber Coverage:

Additional Premium Percentage: 75%

Additional Months: 12

Run-Off Extended Reporting Period for Cyber Coverage:

Additional Premium Percentage: N/A

Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$47,942.00	\$0.00	\$0.00	\$47,942.00	\$47,942.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:

AFE-15001-0620 Declarations

AFE-16001-0119 General Conditions

CYB-15001-0620 CyberRisk Declarations

CYB-16001-0620 CyberRisk Coverage

CYB-16001-TOC-0620 CyberRisk Table of Contents

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:

AFE-17030-0119 North Dakota Changes Endorsement

AFE-19028-0519 Acknowledgment Of Defense Expenses Limitation Endorsement

AFE-19029-0719 Cap On Losses From Certified Acts Of Terrorism Endorsement

AFE-19030-0920 Federal Terrorism Risk Insurance Act Disclosure Endorsement

CYB-19102-0620 Dependent Business Interruption - System Failure Endorsement

CYB-19104-0620 Dependent Business Interruption - Outsource Provider Endorsement

CYB-19105-0119 Conviction Reward Endorsement

CYB-19122-0519 Vendor Or Client Payment Fraud Endorsement

CYB-19123-0519 Bricked Equipment Endorsement

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

- 1 Completed and favorable Travelers application
- 2 Defense expense acknowledgement

COMMISSION: 12.50%

Travelers Casualty and Surety Company of America
QUOTE OPTION #2

CYBER COVERAGE:

Liability	Limit	Retention
Privacy and Security	\$5,000,000	\$25,000
Payment Card Costs	\$5,000,000	Subject to Privacy and Security Retention
Media	\$5,000,000	\$25,000
Regulatory Proceedings	\$5,000,000	\$25,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$5,000,000	\$25,000
Computer and Legal Experts	\$5,000,000	\$25,000
Betterment	\$100,000	
Cyber Extortion	\$5,000,000	\$25,000
Data Restoration	\$5,000,000	\$25,000
Public Relations	\$5,000,000	\$25,000
Cyber Crime	Limit	Retention
Computer Fraud	\$5,000,000	\$25,000
Funds Transfer Fraud	\$5,000,000	\$25,000
Social Engineering Fraud	\$100,000	\$10,000
Telecom Fraud	\$100,000	\$5,000
Business Loss	Limit	Retention
Business Interruption	\$5,000,000	
Dependent Business Interruption	\$100,000	
Dependent Business Interruption - System Failure	\$100,000	
Dependent Business Interruption - Outsource Provider	\$100,000	
Dependent Business Interruption - Outsource Provider - System Failure	\$100,000	
Reputation Harm	\$250,000	\$5,000
System Failure	\$5,000,000	

Additional First Party Provisions

Accounting Costs Limit: \$25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 12 hours

Knowledge Date: January 01, 2024

P&P Date: January 01, 2024

Retro Date: N/A

TOTAL ANNUAL PREMIUM - \$55,420.00

(Other term options listed below, if available)

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A

CyberRisk Policy Aggregate Limit: \$5,000,000

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Cyber Coverage:

Additional Premium Percentage: 75%

Additional Months: 12

Run-Off Extended Reporting Period for Cyber Coverage:

Additional Premium Percentage: N/A

Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$55,420.00	\$0.00	\$0.00	\$55,420.00	\$55,420.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 2:

AFE-15001-0620 Declarations

AFE-16001-0119 General Conditions

CYB-15001-0620 CyberRisk Declarations

CYB-16001-0620 CyberRisk Coverage

CYB-16001-TOC-0620 CyberRisk Table of Contents

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 2:

AFE-17030-0119 North Dakota Changes Endorsement

AFE-19028-0519 Acknowledgment Of Defense Expenses Limitation Endorsement

AFE-19029-0719 Cap On Losses From Certified Acts Of Terrorism Endorsement

AFE-19030-0920 Federal Terrorism Risk Insurance Act Disclosure Endorsement

CYB-19102-0620 Dependent Business Interruption - System Failure Endorsement

CYB-19104-0620 Dependent Business Interruption - Outsource Provider Endorsement

CYB-19105-0119 Conviction Reward Endorsement

CYB-19122-0519 Vendor Or Client Payment Fraud Endorsement

CYB-19123-0519 Bricked Equipment Endorsement

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 2:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

- 1 Completed and favorable Travelers application
- 2 Defense expense acknowledgement

COMMISSION: 12.50%

QUOTE NOTES:**NOTICES:**

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, P.O. Box 2950, Hartford, CT 06104-2950.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

Coverage Disclaimer:

THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

Affiliate (non-Subsidiary) Coverage Disclaimer:

Regardless of the submission of information or typical availability of coverage for any entity that is not a Subsidiary of the Named Insured, **such entity is not covered by the Policy unless an endorsement is provided that specifically schedules it.** Under the Wrap+® policy, coverage is generally afforded to the following entities (unless otherwise excluded): (1) the Named Insured and (2) its majority-owned Subsidiaries. A Subsidiary is defined in each coverage part of the Wrap+® policy and the definition can vary between coverage parts. An affiliate is not defined but generally has some ownership and/or management in common with the Named Insured or its Subsidiaries (but itself is not a Subsidiary of either one). Affiliate coverage will not be considered on a blanket basis nor will an individual entity be scheduled without proper underwriting information (please contact your underwriter to discuss specific requirements). For an actual description of coverages, terms and conditions, refer to the Policy. Sample policies can be found on the travelers.com website or contact your underwriter.



"Consent" or "Regular" Agenda Item?
[Regular]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Police and Fire

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Sanitation

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Administration/Finance

City Administrator

Dustin T. Scott

Assistant City Administrator

Vacant

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: March 4, 2024

Subject: Project 2282 – Concrete Pavement Repair

Action: Accept Bids and Award Contract

New Information and Recommendation:

A virtual bid opening was conducted on February 22, 2024 at 10:30 AM where 5 proposals were received. Ti-Zack Concrete, Inc. was the lowest bidder for their bid amount of \$617,105.91 for Project No. 2282. Results are attached to this packet.

This project was designed by City Engineering staff who will also conduct the construction inspection and administration of the project.

The following documents are attached for review/consideration:

- Affidavit of Publication, Bid Tabulation, Draft Notice of Award, signed Engineer's Statement of Estimated Cost.
- Resolution Accepting Bid

Staff Recommendation: Accept Bids and Award Contract to Ti-Zack Concrete, Inc. for their bid amount of \$617,105.91.

Policy Analysis:

A concrete repair project of a similar scope was conducted in 2020, 2021, 2022, and 2023. As part of a proactive pavement management philosophy, we anticipate similar projects to continue annually. The Engineering Department will continue to collaborate pavement management projects with Public Works and strive to improve the quality and sustainability of our public streets.

Financial Analysis:

The total estimated cost is \$678,000. Proposed funding is proposed to be capital improvement sales tax. The 2022 CIP has a budget of \$1,000,000. No assessments are proposed with this project.

Previously Presented Information and Commission Actions:

January 22, 2024 –

- **Staff Recommendation:** Approve Plans and Specifications and Authorize Advertisement for Bids.
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

January 8, 2024 –

- **Staff Recommendation:** Create Project No. 2282, Approve Engineer's Report; and Direct Engineer to prepare Plans and Specifications.
- **Commission Action:** Commissioner Anderson moved and Commissioner George seconded to approve. No opposition, motion carried.

AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

ss.

COUNTY OF CASS

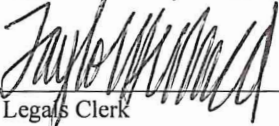
Taylor Herhold, The Forum of Fargo-Moorhead, being duly sworn, states as follows:

1. I am the designated agent of The Forum of Fargo-Moorhead, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.

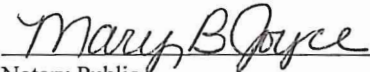
2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice*; (3) *time: Wednesday, January 24, 2024, Wednesday, January 31, 2024, Wednesday, February 7, 2024*, as required by law or ordinance.

3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

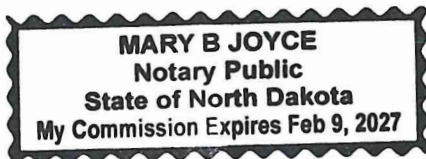
Dated this 7th day of February, 2024



Legals Clerk



Notary Public



CITY OF WEST FARGO, NORTH
DAKOTA
STREET PROJECT NO. 2282
**CONCRETE PAVEMENT REPAIR
ADVERTISEMENT FOR BIDS**

City of West Fargo is requesting Bids for the construction of the project listed above.

Bids for the construction of the Project will be received and accepted via electronic bid (vBid) through QuestCDN until February 22, 2024 at 10:00 a.m. local time. Bids will be viewed and read via video/phone conference at 10:30 a.m. the same day. Mailed or hand delivered bids will not be opened or considered. Link for the video/phone conference is provided at

www.westfargond.gov/268/Engineer by clicking the Project Bid Information tab, or at www.questcdn.com.

The Project consists of full depth patch repairs of existing concrete pavement citywide.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis as indicated in the Bid Form.

Digital project bidding documents will be available at <https://www.westfargond.gov/268/Engineer> by clicking the Project Bid Information tab, or at www.questcdn.com. You may download the complete set of digital documents for a nonrefundable fee of \$42.00 by locating eBidDoc™ Number 8926156 on the website. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading and working with this digital project information, and online bid submittal.

Each bid must be accompanied by a bidder's bond in a sum equal to 5% of the full amount of the bid executed by the bidder as principal and by a surety, conditioned that if the principal's bid is accepted and a contract is awarded to the principal, the principal, within ten (10) days after the notice of the award, shall execute a contract in accordance with the terms of the bid and the bid bond, and any conditions of the City of West Fargo, as required by law. A countersignature of a bid bond is not required. If the City of West Fargo elects to award a contract to the lowest responsible bidder, and the lowest responsible bidder does not execute a contract within ten (10) days, the bidder's bond will be forfeited to the City of West Fargo, and the City of West Fargo may award the project to the next lowest responsible bidder.

Each bidder must possess a valid North Dakota contractor's license for the full amount of their bid, as required by N.D.C.C. § 43-07-7. Each bidder MUST enclose a copy of their Contractor's License or Certificate of Renewal, issued by the North Dakota Secretary of State, and each license must be valid and dated at least 10 days prior to the date set for bid opening, as required under N.D.C.C. § 43-07-12.

The City of West Fargo will not read or consider any bid that does not fully comply with the requirements above, or the requirements of N.D.C.C. § 48-01.2-05.

Owner: City of West Fargo

By: Dustin T. Scott

Title: City Administrator

Date: January 22, 2024

(Jan. 24 & 31; Feb. 7, 2024) 292068

Street Project 2282 - Citywide Concrete Pavement Repair (#8926156)
Owner: West Fargo, City of
Solicitor: West Fargo, City of
02/22/2024 10:00 AM CST

				Ti-Zack Concrete, LLC		All Finish Concrete, Inc.		Northern Improvement Company		Dakota Underground Company		Opp Construction / Fargo	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
SECTION A - Schedule A (Required)													
	202	114	REMOVAL OF CONCRETE PAVEMENT	SY	2158	\$21.13	\$45,598.54	\$22.00	\$47,476.00	\$22.50	\$48,555.00	\$45.00	\$97,110.00
	202.1	130	REMOVAL OF CURB & GUTTER	LF	906	\$8.81	\$7,981.86	\$10.00	\$9,060.00	\$25.50	\$23,103.00	\$27.00	\$24,462.00
	203	138	COMMON EXCAVATION - SUBCUT	CY	459	\$104.31	\$47,878.29	\$38.00	\$17,442.00	\$33.00	\$15,147.00	\$4.60	\$2,111.40
	302	321	AGGREGATE SURFACE COURSE CL 5	CY	414	\$115.60	\$47,858.40	\$90.00	\$37,260.00	\$110.00	\$45,540.00	\$36.00	\$14,904.00
	570	702	8IN CONCRETE PAVEMENT REPAIR-FULL DEPTH-DOWELED	SY	1182	\$156.54	\$185,030.28	\$160.00	\$189,120.00	\$135.00	\$159,570.00	\$195.00	\$230,490.00
	570.1	705	10IN CONCRETE PAVEMENT REPAIR-FULL DEPTH-DOWELED	SY	193	\$191.48	\$36,955.64	\$200.00	\$38,600.00	\$165.00	\$31,845.00	\$210.00	\$40,530.00
	702	101	MOBILIZATION	SITE	5	\$6,445.20	\$32,226.00	\$6,800.00	\$34,000.00	\$29,500.00	\$147,500.00	\$12,100.00	\$60,500.00
	704	1000	TRAFFIC CONTROL	UNIT	5000	\$2.20	\$11,000.00	\$1.25	\$6,250.00	\$1.20	\$6,000.00	\$1.10	\$5,500.00
	704.1	1052	TYPE III BARRICADES	EA	50	\$82.50	\$4,125.00	\$85.00	\$4,250.00	\$90.00	\$4,500.00	\$83.00	\$4,150.00
	704.2	1054	SIDEWALK BARRICADE	EA	10	\$71.50	\$715.00	\$75.00	\$750.00	\$80.00	\$800.00	\$72.00	\$720.00
	704.3	1060	DELINEATOR DRUMS	EA	300	\$11.00	\$3,300.00	\$12.00	\$3,600.00	\$12.00	\$3,600.00	\$11.00	\$3,300.00
	704.4	1067	TUBULAR MARKERS	EA	300	\$3.30	\$990.00	\$3.25	\$975.00	\$3.60	\$1,080.00	\$3.30	\$990.00
	704.5	1087	SEQUENCING ARROW PANEL-TYPE A	EA	2	\$550.00	\$1,100.00	\$550.00	\$1,100.00	\$600.00	\$1,200.00	\$550.00	\$1,100.00
	709	401	GEOTEXTILE FABRIC-TYPE S1	SY	1476	\$3.44	\$5,077.44	\$4.00	\$5,904.00	\$4.95	\$7,306.20	\$1.00	\$1,476.00
	722	315	FURNISH AND INSTALL MANHOLE - STORM	EA	1	\$825.00	\$825.00	\$2,700.00	\$2,700.00	\$2,695.00	\$2,695.00	\$2,025.00	\$2,025.00
	722.1	300	FURNISH AND INSTALL MANHOLE - SANITARY	EA	1	\$1,326.60	\$1,326.60	\$2,700.00	\$2,700.00	\$2,745.00	\$2,745.00	\$2,025.00	\$2,025.00
	722.2	3499	FURNISH AND INSTALL INLET	EA	5	\$925.32	\$4,626.60	\$2,200.00	\$11,000.00	\$1,495.00	\$7,475.00	\$1,500.00	\$7,500.00
	722.3	6200	SALVAGE AND REUSE MANHOLE	EA	1	\$798.00	\$798.00	\$800.00	\$800.00	\$1,175.00	\$1,175.00	\$1,000.00	\$1,000.00
	722.4	6160	SALVAGE AND REUSE INLET	EA	4	\$199.50	\$798.00	\$800.00	\$3,200.00	\$700.00	\$2,800.00	\$1,000.00	\$4,000.00
	722.5	6140	ADJUST GATE VALVE	EA	3	\$2,660.00	\$7,980.00	\$800.00	\$2,400.00	\$325.00	\$975.00	\$300.00	\$900.00
	748	140	CURB & GUTTER	LF	906	\$53.54	\$48,507.24	\$70.00	\$63,420.00	\$80.00	\$72,480.00	\$70.00	\$63,420.00
	750	115	SIDEWALK CONCRETE 4IN	SY	303	\$84.92	\$25,730.76	\$144.00	\$43,632.00	\$92.00	\$27,876.00	\$125.00	\$37,875.00
	750.1	140	SIDEWALK CONCRETE 6IN	SY	480	\$124.62	\$59,817.60	\$150.00	\$72,000.00	\$120.00	\$57,600.00	\$135.00	\$64,800.00
	750.2	2115	DETECTABLE WARNING PANELS	SF	740	\$47.25	\$34,965.00	\$60.00	\$44,400.00	\$65.00	\$48,100.00	\$80.00	\$59,200.00
	750.3	245	8IN CONCRETE PAVEMENT - COLORED	SY	11.1	\$170.69	\$1,894.66	\$650.00	\$7,215.00	\$250.00	\$2,775.00	\$237.00	\$2,630.70
Base Bid Total:							\$617,105.91		\$649,254.00		\$722,442.20		\$732,719.10
													\$924,319.70

NOTICE OF AWARD

Date of Issuance: March 4, 2024

Owner: City of West Fargo

Owner's Contract No.: 2282

Engineer: City of West Fargo

Engineer's Project No.: 2282

Project: Concrete Pavement Repair

Contract Name: Project No. 2282 – Concrete Pavement

Bidder: Ti-Zack
Concrete, Inc.

Repair

Bidder's Address: 39352 221st Ave, Le Center, MN

TO BIDDER:

You are notified that Owner has accepted your Bid dated February 22, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Project 2282 - Concrete Pavement Repair.

The Contract Price of the awarded Contract is: \$617,105.91

2 unexecuted counterparts of the Agreement accompany this Notice of Award, and two copies of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ 3 sets of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 2 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner: City of West Fargo

Authorized Signature

By: Bernie L. Dardis

Title: President of the Board of City Commissioners

Copy: Engineer



Dan Hanson, City Engineer
Jerry Wallace, Asst. City Engineer
Andrew Wrucke, Asst. City Engineer
Kayla Volness, Office Manager

Engineering Department
800 4th Ave E, West Fargo, ND
(701) 515-5100
westfargond.gov/Engineer

March 4, 2024

Board of City Commissioners
City of West Fargo 800
4th Avenue East West
Fargo, ND

Re: Project No. 2282
Citywide Concrete Pavement Repair

WHEREAS, bids were opened and filed for Project No. 2282 for the City of West Fargo, North Dakota;
and

WHEREAS, the engineer for the City of West Fargo, North Dakota has made a careful and detailed
statement of the estimated cost of work;

NOW THEREFORE, I, Daniel Hanson, do hereby certify as follows:

That I am the City Engineer for the City of West Fargo, North Dakota;
That the following (and/or attached hereto) is a detailed statement of the estimated cost for
work described as Project No. 2282 of the City of West Fargo, North Dakota.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 4th day of March, 2024.

Daniel R. Hanson
ND REG. NO. 4962

A handwritten signature in blue ink that reads "Dan Hanson".

Engineer for the City of West Fargo
West Fargo, North Dakota



Street Improvement Project No. 2282
2024 Concrete Pavement Repair
West Fargo, ND

ENGINEER'S STATEMENT OF ESTIMATED COST

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
<u>Spec</u>	<u>Code</u>					
202.	114	REMOVAL OF CONCRETE PAVEMENT	SY	2,158	\$21.13	\$45,598.54
202.	130	REMOVAL OF CURB & GUTTER	LF	906	\$8.81	\$7,981.86
203.	138	COMMON EXCAVATION - SUBCUT	CY	459	\$104.31	\$47,878.29
302.	321	AGGREGATE SURFACE COURSE CL 5	CY	414	\$115.60	\$47,858.40
570.	702	8IN CONCRETE PAVEMENT REPAIR-FULL DEPTH-D	SY	1,182	\$156.54	\$185,030.28
570.	705	10IN CONCRETE PAVEMENT REPAIR-FULL DEPTH-	SY	193	\$191.48	\$36,955.64
702.	101	MOBILIZATION	SITE	5	\$6,445.20	\$32,226.00
704.	1000	TRAFFIC CONTROL	UNIT	5,000	\$2.20	\$11,000.00
704.	1052	TYPE III BARRICADES	EA	50	\$82.50	\$4,125.00
704.	1054	SIDEWALK BARRICADE	EA	10	\$71.50	\$715.00
704.	1060	DELINEATOR DRUMS	EA	300	\$11.00	\$3,300.00
704.	1067	TUBULAR MARKERS	EA	300	\$3.30	\$990.00
705.	1087	SEQUENCING ARROW PANEL-TYPE A	EA	2	\$550.00	\$1,100.00
709.	401	GEOTEXTILE FABRIC-TYPE S1	SY	1,476	\$3.44	\$5,077.44
722.	315	FURNISH AND INSTALL MANHOLE - STORM	EA	1	\$825.00	\$825.00
722.	300	FURNISH AND INSTALL MANHOLE - SANITARY	EA	1	\$1,326.60	\$1,326.60
722.	3499	FURNISH AND INSTALL INLET	EA	5	\$925.32	\$4,626.60
722.	6200	SALVAGE AND REUSE MANHOLE	EA	1	\$798.00	\$798.00
722.	6160	SALVAGE AND REUSE INLET	EA	4	\$199.50	\$798.00
723.	6140	ADJUST GATE VALVE	EA	3	\$2,660.00	\$7,980.00
748.	140	CURB & GUTTER	LF	906	\$53.54	\$48,507.24
750.	115	SIDEWALK CONCRETE 4IN	SY	303	\$84.92	\$25,730.76
750.	140	SIDEWALK CONCRETE 6IN	SY	480	\$124.62	\$59,817.60
750.	2115	DETECTABLE WARNING PANELS	SF	740	\$47.25	\$34,965.00
750.	245.	8IN CONCRETE PAVEMENT - COLORED	SY	11	\$170.69	\$1,894.66
					Construction Subtotal	\$617,105.91
					Contingencies	\$61,580.63
					Total Construction	\$678,000.00
					Engineering	\$0.00
					Legal & Administration	\$0.00
					Bond Discount	\$0.00
					TOTAL COST	\$678,000.00

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION ACCEPTING BID, SHOWING
RECEIPT OF ENGINEER'S STATEMENT OF ESTIMATED COST
AND DIRECTING EXECUTION OF CONTRACT

WHEREAS, bids have heretofore been received for the making of certain improvements in Project No. 2282 – Concrete Pavement Repair of the City of West Fargo, North Dakota; and

WHEREAS, said bids were opened and made public and are on file in the office of the City Auditor of the City of West Fargo; and

WHEREAS, the Engineer for the City of West Fargo has made and filed a careful and detailed statement of the estimated cost of said work; and

WHEREAS, it is necessary to accept the bid for the work to be completed;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the fact is and that the minutes show that the bid of Ti-Zack Concrete, Inc, in the amount of \$617,105.91, is the lowest bid received and that said company is the lowest responsible bidder; that said bid was accompanied by a bidder's bond in the sum of \$500.00, a certified or cashier's check in the amount of \$50.00 and copy of the contractor's license or certificate of renewal thereof and in conformity with the provisions of Chapter 40-29 of the North Dakota Century Code.

That the Engineer for the City of West Fargo, has made and filed with the Board of City Commissioners of the City of West Fargo a careful and detailed statement of the estimated cost of said work in said Project No. 2282;

That the contract for the construction of said improvement for which advertisement for bids is made, be and the same is hereby awarded to the said Ti-Zack Concrete, Inc, in the amount of \$617,105.91, and that the President of the Board of City Commissioners and the City Auditor are hereby authorized and directed to enter into a contract with the said contractor for the making of the improvements for which advertisement for bids was heretofore made and for which they were the low bidder.

Dated: March 4, 2024

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____.

The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.



"Consent" or "Regular" Agenda
Item?
[Regular]

Commission President

Bernie Dardis
Primary Portfolio:
Administration/Finance
Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson
Primary Portfolio:
Street, Water and Sewer
Secondary Portfolio:
Police and Fire

Commissioner

Roben Anderson
Primary Portfolio:
Planning, Zoning and Engineering
Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons
Primary Portfolio:
Police and Fire
Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George
Primary Portfolio:
Sanitation
Secondary Portfolio:
Administration/Finance

City Administrator

Dustin T. Scott

Assistant City Administrator

Vacant

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: March 4, 2024

Subject: Improvement District No. 1337– The Wilds 21st Addition – Phase 2 – Park Improvements

Action: Accept Bids and Direct Execution of Contract

New Information and Recommendation:

On January 22, 2024 the Commission authorized this work to be advertised for bids. On February 15, 2024, 2 bids were received with Border States Paving as the low bidder with a bid in the amount of \$182,925.35. The Engineer's estimate with 10% contingencies was \$200,000.

The following documents are attached for review/consideration:

- Affidavit of Publication
- Bid Tabulation
- Notice of Award
- Engineer's Statement of Cost
- Park District letter for playground design recommendation.
- Associated Resolutions

Staff Recommendation: Accept Bids and Direct Execution of Contract

Financial Analysis:

This work is intended to be paid for utilizing the remaining cash-in-lieu funds detailed in the Parkland Dedication Agreement with the remaining costs to be included in the 1337 Improvement District.

Previously Presented Information and Commission Actions:

Improvement District No. 1337 – Wilds 21st addition – Phase II – Park Improvements

January 22, 2024 –

- **Staff Recommendation:** Approve Plans and Specifications, and Direct Advertisement for Bids.
- **Commission Action:** Commission Olson moved and Commission Anderson seconded to Approve. No opposition, motion carried.

Improvement District No. 1337 – Wilds 21st addition – Phase II

June 6, 2022 –

- **Staff Recommendation:** Approve Resolution Approving Contract and Contractor's Bond and authorize Notice to Proceed.

May 16, 2022-

- **Staff Recommendation:** Staff would like to note that the cost of improvements in this phase is significantly higher than in previous years, but is still under the threshold of N.D.C.C. rejection requirements. The Developer has been made aware of increased costs and has requested to move forward with the project. The Engineering Department would recommend Approving the Resolution

Accepting Bids and Award of the Contract to Dakota Underground for their base bid only for the amount of \$ 5,985,127.52

- **City Commission Action:** Commissioner Olson moved and Commissioner Gjerdevig seconded to approve. Commissioner George and Dardis Opposed. Motion carried.

April 18, 2022-

- **Staff Recommendation:** Approve Plans and Specs, and Authorize Bid Advertisement.
- **City Commission Action:** Commissioner Gjerdevig moved and Commissioner Simmons seconded to approve. No opposition. Motion carried.

March 21, 2022 –

- **Staff Recommendation:** Approve the Amended Engineer's Report, Approve Task Order 50-1, and Authorize Engineer to prepare Plans and Specifications.
- **City Commission Action:** Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve. No opposition. Motion carried.

February 22, 2022-

- **Staff Recommendation:** Accept Resolution Declaring Petition for Improvements Received.
- **City Commission Action:** Commissioner Olson moved, and Commissioner George seconded to approve. Commissioner Gjerdevig was absent and not voting. No opposition, motion carried.

February 7, 2022 -

- **Staff Recommendation:** Accept the "Petition for Improvements" and direct engineering to prepare an amendment to the Engineer's Report.
- **City Commission Action:** Commissioner Olson moved and Commissioner Gjerdevig seconded to approve. Commissioner Simmons was absent and not voting. No opposition, motion carried

May 17, 2021-

- **Staff Recommendation:** Create Improvement District No. 1337
- **Commission Action:** Commissioner Olson moved and Commissioner Simons seconded to approve. Commissioner George opposed, motion carried on a 4:1 vote.

**BID TABULATION****Improvement District No. 1337****The Wilds 21st Addition – Phase 2 (Park Improvements)****West Fargo ND****Project No. 21728D****Bid Date: February 15, 2024**

Border States Paving, Inc.

PO Box 2586

Fargo, ND 58108

All Finish Concrete, Inc.

801 Christianson Drive W

West Fargo, ND 58078

BID ITEM NO. & DESCRIPTION		UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
BASE BID							
Storm Sewer Items							
1.	334213.1300 Storm Sewer Catch Basin - Connect To Existing	EA	2	\$996.00	\$1,992.00	\$700.00	\$1,400.00
2.	330130.8600 Adjust Manhole Casting	EA	1	\$996.00	\$996.00	\$120.00	\$120.00
3.	334213.1300 Storm Sewer - 4" Solid Wall PVC	LF	47	\$53.00	\$2,491.00	\$50.00	\$2,350.00
3.	334213.1300 Storm Sewer - 4" Perforated PVC (Playground)	LF	257	\$55.20	\$14,186.40	\$50.00	\$12,850.00
4.	334213.1300 Storm Sewer - 4" Perforated PVC (Greenspace)	LF	20	\$53.00	\$1,060.00	\$50.00	\$1,000.00
Earthwork & Paving Items							
5.	312316.0000 Common Excavation	CY	42	\$55.00	\$2,310.00	\$115.00	\$4,830.00
6.	312316.0000 Subgrade Preparation (P)	SY	375	\$6.85	\$2,568.75	\$54.00	\$20,250.00
7.	321313.0000 Playground Curb - Adjacent to Existing	LF	124	\$126.00	\$15,624.00	\$150.00	\$18,600.00
8.	321313.0000 Playground Curb - Continuous Sidewalk (6')	LF	144	\$95.80	\$13,795.20	\$200.00	\$28,800.00
9.	321623.0000 Sidewalk - 5" Concrete	SY	10	\$163.00	\$1,630.00	\$250.00	\$2,500.00
Site Amenity & Landscape Items							
10.	116813.0000 Playground - Cash Allowance	Allowance	1	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
11.	C-002 Park Bench - With Back	Each	2	\$1,750.00	\$3,500.00	\$2,000.00	\$4,000.00
12.	C-002 Tree - Large Deciduous	Each	31	\$778.00	\$24,118.00	\$1,100.00	\$34,100.00
General Items							
13.	C-002 Contract General Conditions	LSum	1	\$7,000.00	\$7,000.00	\$15,000.00	\$15,000.00
14.	12000.0000 Mobilization	LSum	1	\$3,650.00	\$3,650.00	\$3,500.00	\$3,500.00
15.	15000.0000 Traffic Control	LSUM	1	\$494.00	\$494.00	\$1,000.00	\$1,000.00
16.	312500.0000 Storm Water Management	LSum	1	\$3,520.00	\$3,520.00	\$5,000.00	\$5,000.00
17.	329219.0000 Turf Establishment	LSum	1	\$3,990.00	\$3,990.00	\$14,700.00	\$14,700.00
TOTAL					\$182,925.35		\$250,000.00



AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

ss.

COUNTY OF CASS

Taylor Herhold, The Forum of Fargo-Moorhead, being duly sworn, states as follows:

1. I am the designated agent of The Forum of Fargo-Moorhead, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.

2. The newspaper listed on the exhibit published the advertisement of: ***Legal Notice; (2) time: Wednesday, January 31, 2024, Wednesday, February 7, 2024,*** as required by law or ordinance.

3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

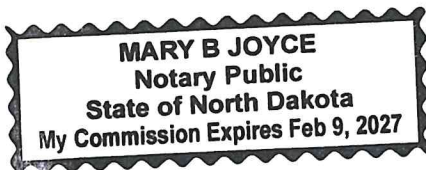
Dated this 7th day of February, 2024



Legals Clerk



Notary Public



CITY OF WEST FARGO,
NORTH DAKOTA
IMPROVEMENT DISTRICT NO.
1337 NEW WATER
SUPPLY, SEWERAGE,
STREET SYSTEMS,
AND INCIDENTALS
THE WILDS 21 ADDITION -
PHASE 2 (PARK IMPROVEMENT)
ADVERTISEMENT FOR BIDS

City of West Fargo is requesting Bids for the construction of the project listed above.

Bids for the construction of the Project will be received and accepted via electronic bid (vBid) through QuestCDN until February 15, 2024 at 10:00 a.m. local time. Bids will be viewed and read via video/phone conference at 10:30 a.m. Mailed or hand delivered bids will not be opened or considered. Link for the video/phone conference is provided at www.mooreengineeringinc.com by clicking the Bid Information tab, or at www.questcdn.com.

The Project consists of constructing a new park which includes storm sewer, sidewalk, playground curbing, landscaping, benches, playground equipment and other miscellaneous installations.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis, with additive alternate bid items as indicated in the Bid Form.

Digital project bidding documents will be available at www.mooreengineeringinc.com by clicking the Bid Information tab, or at www.questcdn.com. You may download the complete set of digital documents for a nonrefundable fee of \$50.00 by locating eBidDoc™ Number 8926150 on the website. Contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information, and vBid online bid submittal questions.

Each bid must be accompanied by a bidder's bond in a sum equal to 5% of the full amount of the bid executed by the bidder as principal and by a surety, conditioned that if the principal's bid is accepted and a contract is awarded to the principal, the principal, within ten (10) days after the notice of the award, shall execute a contract in accordance with the terms of the bid and the bid bond, and any conditions of the City of West Fargo, as required by law. A countersignature of a bid bond is not required. If the City of West Fargo elects to award a contract to the lowest responsible bidder, and the lowest responsible bidder does not execute a contract within ten (10) days, the bidder's bond will be forfeited to the City of West Fargo, and the City of West Fargo may award the project to the next lowest responsible bidder.

Each bidder must possess a valid North Dakota contractor's license for the full amount of their bid, as required by N.D.C.C. § 43-07-7. Each bidder MUST enclose a copy of their Contractor's License or Certificate of Renewal, issued by the North Dakota Secretary of State, and each license must be valid and dated at least 10 days prior to the date set for bid opening, as required under N.D.C.C. § 43-07-12.

The City of West Fargo will not read or consider any bid that does not fully comply with the requirements above, or the requirements of N.D.C.C. § 48-01.2-05

Owner: City of West Fargo
By: Dustin Scott
Title: City Administrator
Date: January 22, 2024
(Jan. 31; Feb. 7, 2024) 293976

NOTICE OF AWARD

Date of Issuance: March 4, 2024

Owner: City of West Fargo

Owner's Contract No.: 1337

Engineer: Moore Engineering, Inc.

Engineer's Project No.: 21728D

Project: The Wilds 21 Addition – Phase 2 (Park
Improvements)

Contract Improvement District No. 1337: New Water
Name: Supply, Sewerage, Street Systems, and
Incidentals

Bidder: Border States Paving

Bidder's Address: PO Box 2586; Fargo, ND 58108

TO BIDDER:

You are notified that Owner has accepted your Bid dated February 15, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: The Wilds 21 Addition – Phase 2 (Park Improvements).

The Contract Price of the awarded Contract is: \$182,925.35

2 unexecuted counterparts of the Agreement accompany this Notice of Award, and two copies of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ 3 sets of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 2 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner: City of West Fargo

Authorized Signature

By: Bernie L. Dardis

Title: President of the Board of City Commissioners

Copy: Engineer



Improvement District No. 1337
The Wilds 21st Addition – Phase 2 (Park Improvements)
West Fargo ND
Project No. 21728D
ENGINEER'S STATEMENT OF ESTIMATED COST

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
BASE BID						
Storm Sewer Items						
1.	334213.13	Storm Sewer Catch Basin - Connect To Existing	EA	2	\$996.00	\$1,992.00
2.	330130.86	Adjust Manhole Casting	EA	1	\$996.00	\$996.00
3.	334213.13	Storm Sewer - 4" Solid Wall PVC	LF	47	\$53.00	\$2,491.00
3.	334213.13	Storm Sewer - 4" Perforated PVC (Playground)	LF	257	\$55.20	\$14,186.40
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Earthwork & Paving Items						
5.	312316.00	Common Excavation	CY	42	\$55.00	\$2,310.00
6.	312316.00	Subgrade Preparation (P)	SY	375	\$6.85	\$2,568.75
7.	321313.00	Playground Curb - Adjacent to Existing	LF	124	\$126.00	\$15,624.00
8.	321313.00	Playground Curb - Continuous Sidewalk (6')	LF	144	\$95.80	\$13,795.20
9.	321623.00	Sidewalk - 5" Concrete	SY	10	\$163.00	\$1,630.00
Site Amenity & Landscape Items						
10.	116813.00	Playground - Cash Allowance	Allowance	1	\$80,000.00	\$80,000.00
11.	C-002	Park Bench - With Back	Each	2	\$1,750.00	\$3,500.00
12.	C-002	Tree - Large Deciduous	Each	31	\$778.00	\$24,118.00
General Items						
13.	C-002	Contract General Conditions	LSum	1	\$7,000.00	\$7,000.00
14.	12000.00	Mobilization	LSum	1	\$3,650.00	\$3,650.00
15.	15000.00	Traffic Control	LSUM	1	\$494.00	\$494.00
16.	312500.00	Storm Water Management	LSum	1	\$3,520.00	\$3,520.00
17.	329219.00	Turf Establishment	LSum	1	\$3,990.00	\$3,990.00
Construction Subtotal						\$182,925.35
Contingencies (~10%)						\$17,074.65
Total Construction						\$200,000.00
Engineering Services						\$22,000.00
Additional Consultanting Services						\$10,000.00
Legal & Administration						\$10,000.00
Bond Discount						\$8,000.00
TOTAL COST						\$250,000.00



February 20, 2024

To: Dan Hanson
City Engineer
City of West Fargo

RE: Improvement District No. 1337, The Wilds 21st Addition Phase 2 - Playground Improvements

Dear Mr. Hanson,

Playground design proposals that were submitted in response to the request for bids to Moore Engineering and the City of West Fargo and opened on February 15th, 2024.

The West Fargo Park District was asked to provide a recommendation as to which playground design should be selected. A staff committee of five rated the submittals. The West Fargo Park District's highest scoring design was the 2-12 Option (Option 3) submitted by Dakota Playground.

If this submittal meets all other requirements set forth in the bid documents, the West Fargo Park District recommends the selection of this design.

2-12 OPTION (OPTION 3)
DAKOTA PLAYGROUND DRAWING # 1182887-03-01

Let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Josh Mathern".

Josh Mathern
Operations Director
josh@wfparks.org

Enclosure
Selected Proposal



Dakota Playground

Improvement District No. 1337

City of West Fargo

The Wilds 21 Addition – Phase 2

Thursday, February 15th, 2024
Dakota Playground

Our Team



Ken Follman

Sales Director and Territory Manager

Serves South Dakota and Eastern part of North Dakota. An accomplished CAD designer with a well-deserved reputation for excellent customer service and 20+ years of service with us.



Jason Harris

Territory Manager

Serves Montana and the Western part of North Dakota. Our 2020 top 3 LSI salesman of the eastern region representative.



Jon Pepple

Territory Manager, CPSI # 53921-425

Serves Wyoming and portion of Northwestern Minnesota. Jon has a rich background in construction and is excited to work with you to make your playground dreams come to life.



Brady Kuta

Inside Sales Specialist

Overall territory sales team support and replacement parts specialist.



Steph Tupper

Sales Administrator

The sales team support, she is our organizer of freight quotes, deliveries, order processing, replacement parts and invoicing.



Tim Femling

Commercial Installation Coordinator

Involved in all phases of all construction in relationship with the territory managers. Tim has been with our team for 20+ years and oversees all the installation crew.

Installation Crew Team Members:

Joseph (Joe) Miller

CPSI # 53924-425

Kinley Vetter

CPSI #50650-0324

Erik Eckdahl

CPSI #53941-425

Darrien Simpson

CPSI #57672-426



Project Schedule

Landscape Structures Incorporated (LSI) has a documented record of 98% clean and on-time shipments. All manufacturing is done at their plant in Delano, MN. Their product is expertly packaged and carefully loaded on dedicated hauls directly to the site. Dakota Playground has been counted on to provide successful, on-time and on-budget installations throughout the Dakotas, NW Minnesota, Montana and Wyoming.

Schedule	Estimated Date
Bid Date	February 15th, 2024
Contract Awarded	February 27th, 2024
Color Selection/Ordering	March 15th, 2024
Manufacturing	24-26 Weeks upon Final Order
Site Prep by Contractor	August – November 2024
Installation	September – November 2024
Final Completion	November 15th, 2024

Tentative schedule based on current available information.

Experience of Comparable Projects



Meadow Lark
Park
Horace, ND



Maplewood
Park
West Fargo, ND



Stonebridge
Park
Fargo, ND

or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty On Rhapsody cables and mallets against defects in materials or manufacturing defects and on polycarbonate panels against defects in materials or manufacturing defects.

3-Year Limited Warranty On all other parts, i.e. Pulse® products, all swing seats and hangers, all swing chain and cables, ZipKrooz® cables, Track Ride trolleys and bumpers, Mobius Climber handholds, Wiggle Ladders, Chain Ladders, all rocking equipment including Sway Fun® gliders, belting material, LSI Flexx™ flexible cable netting, HeathBeat® resistance mechanisms, Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



You have our word.

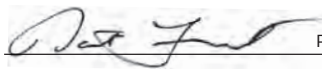
All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: _____



Color Choices

Vivid colors for lively play

ProShield® Colors

For posts/arches, components and clamps, ProShield® finish combines a specially formulated primer with a high-quality, architectural-grade powdercoat top layer. The result is enhanced longevity, greater protection against UV rays, prevention from corrosion, and improved product performance. Custom colors are available for an additional charge.

Learn more about our Color Inspirations at playlsi.com/color-inspirations



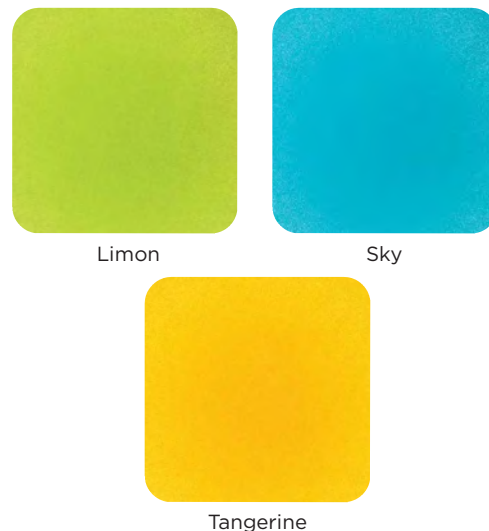
Permalene® Color Panels

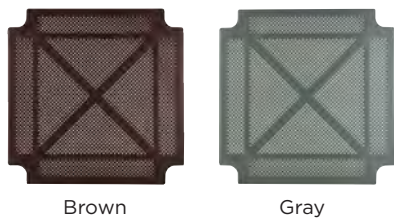
Permalene® panels with a recycled core are a smart choice for your playground and the environment. Available in the 20 colors shown, the distinctive black core results from combining and recycling colored plastic—waste that would otherwise end up in landfills.



Polycarbonate Panels

Hedra® product line option. Translucent panel provides visibility into structure as well as light and color play.





Brown

Gray

Steel Decks The heaviest, thickest decks for long-lasting safety: Flange-formed from 12-gauge steel with safe, rounded corners. Reinforced with .105" x 2" ribs welded on cross for superior strength and a consistently flat surface.



TenderTuff™ Coating

For swing chains, handholds, pipe barriers, wheels, rings, etc. Insulates against temperature extremes and provides a safer grip surface compared to painted metal.



Tan

Black

Red

Steel-Reinforced Cables

Made of tightly woven, polyester-wrapped, six-stranded galvanized-steel cable. These abrasion-resistant, color-stable cables are extremely durable and vandal resistant.

Polyethylene For slides, tunnels, roofs, etc. The heavy-duty rotationally molded polyethylene material ensures strength and durability while resisting cracking, fading and peeling. *Denim, Seafoam, Leaf, Limon, Slate, Brick, Tangerine, Buttercup, Granite and Acorn are color blends.



SkyWays® and CoolToppers® Shade Fabrics

Designed to block up to 97% of UV rays and keep playground temperatures up to 30 degrees cooler.





INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION



IPEMA ASTM F1487-21 CERTIFICATE OF COMPLIANCE

ISSUE DATE: February 5, 2024

Requested By: Brady Kuta

Project: The Wilds Addition I 2-12 Option

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1487-21 (excluding sections 7.1.1, 10, 11.2, 11.3, 13.1.1, 13.1.2, 13.2, and 13.3) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of ASTM F1487-21 (excluding sections 7.1.1, 10, 11.2, 11.3, 13.1.1, 13.1.2, 13.2, and 13.3).

This certificate is invalid if any component or part is replaced, unless purchased from the original manufacturer and assembled in accordance with the original equipment manufacturer's instructions. Check with the manufacturer to determine the validity of the certification of the product(s) listed prior to using this certificate for proof of certification.

MODEL # COMMERCIAL NAME OF PRODUCT

PRODUCT LINE MANUFACTURER

115227A Zoo Panel

PlayBooster Landscape Structures, Inc.

205160A Smart Play Cube 2-5, DB

Freestanding Play Landscape Structures, Inc.

177332A Single Post Swing

Freestanding Play Landscape Structures, Inc.

152179A Saddle Spinner

Freestanding Play Landscape Structures, Inc.

157427B Pod Climber w/ Handloop, 32"-40" Deck

PlayBooster Landscape Structures, Inc.

218671C Molded Bucket Seat 2-5 w/Harness and ProGuard Chains for 8' Beam Height

Freestanding Play Landscape Structures, Inc.

120902A Handhold / Leg Lift

Playsense component Landscape Structures, Inc.

219509A GeoPlex Climber, 40"-56" Deck

PlayBooster Landscape Structures, Inc.

176038A Full Bucket Seat, 8' Beam, ProGuard Chain

Freestanding Play Landscape Structures, Inc.

130390A Double Swoosh Poly Slide

PlayBooster Landscape Structures, Inc.

148432A Corkscrew, 32"-48" Deck

PlayBooster Landscape Structures, Inc.

111357A Chinning Bar Aluminum Post

PlayBooster Landscape Structures, Inc.

128986A Catwalk Climber 24" Elevation Difference

PlayBooster Landscape Structures, Inc.

150977A Cascade Climber, 4-Panel

Freestanding Play Landscape Structures, Inc.

174018A Belt Swing Seat, 8' Beam, ProGuard Chain

Freestanding Play Landscape Structures, Inc.

177333A Add Bay, Single Post Swing

Freestanding Play Landscape Structures, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Landscape Structures, Inc. 601 7th Street South Delano MN 55328 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Market American Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570099741115**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Incl. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			MKLM6MMP1000689 GL & Products Liability SIR applies per policy terms & conditions	06/01/2023	06/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			MKLM6MM70000715	06/01/2023	06/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Landscape Structures, Inc. 601 7th Street South Delano MN 55328 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>



2-12 Option

Wilds Pocket Park • 2.5.2024



Dakota Playground
Option 3

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ls
landscape
structures

2-12 Option

Wilds Pocket Park • 2.5.2024

 **Dakota Playground**

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2-12 Option

Wilds Pocket Park • 2.5.2024



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The play components identified on this plan are IPMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipma.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 2-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

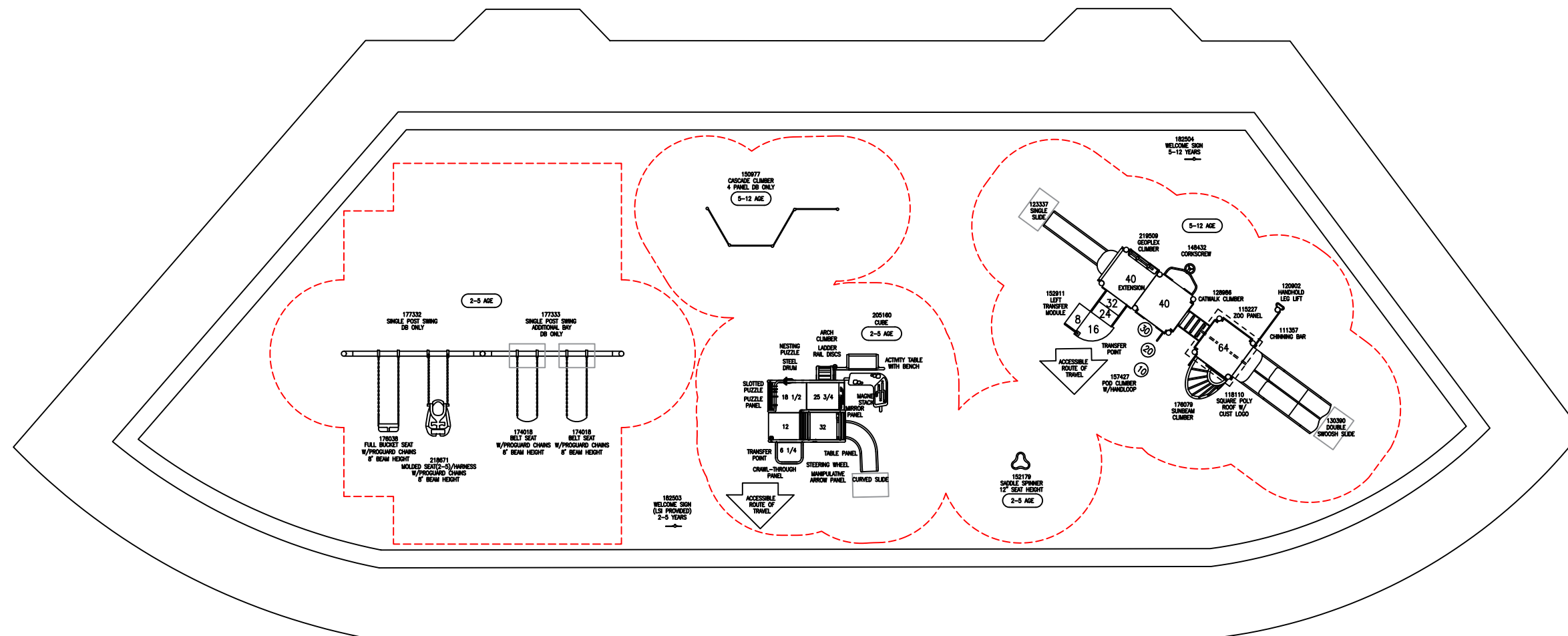
CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

ACCESSIBLE/PROTECTIVE
LOOSE FILL MATERIAL
(ENGINEERED WOOD FIBER SUGGESTED)
3,255 SQ.FT.

DESIGNED BY:
KAA

COPYRIGHT: 2/8/2024
LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6091

Date	Previous Drawing #	Initials



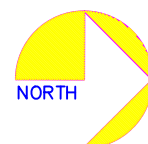
2-5 AGE

TOTAL ELEVATED PLAY COMPONENTS	9		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	9	REQUIRED	5
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	9	REQUIRED	3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	6	REQUIRED	6

5-12 AGE

TOTAL ELEVATED PLAY COMPONENTS	7		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	4	REQUIRED	4
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	3	REQUIRED	2
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED	3

SCALE IN FEET:



Wilds Pocket Park

West Fargo, ND

Dakota Playground

Brady Kuta

SYSTEM TYPE:
PlayBooster/Smart Play

DRAWING #:
1182887-03-01



Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION ACCEPTING BID, SHOWING
RECEIPT OF ENGINEER'S STATEMENT OF ESTIMATED COST
AND DIRECTING EXECUTION OF CONTRACT

WHEREAS, bids have heretofore been received for the making of certain improvements in Improvement District No. 1337- The Wilds 21st Addition – Phase 2- Park Improvements and Incidentals of the City of West Fargo, North Dakota; and

WHEREAS, said bids were opened and made public and are on file in the office of the City Auditor of the City of West Fargo; and

WHEREAS, the Engineer for the City of West Fargo has made and filed a careful and detailed statement of the estimated cost of said work; and

WHEREAS, it is necessary to accept the bid for the work to be completed;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the fact is and that the minutes show that the bid of Border States Paving, in the amount of \$182,925.35, is the lowest bid received and that said company is the lowest responsible bidder; that said bid was accompanied by a bidder's bond in the sum of \$500.00, a certified or cashier's check in the amount of \$50.00 and copy of the contractor's license or certificate of renewal thereof and in conformity with the provisions of Chapter 40-29 of the North Dakota Century Code.

That the Engineer for the City of West Fargo, has made and filed with the Board of City Commissioners of the City of West Fargo a careful and detailed statement of the estimated cost of said work in said Improvement District;

That the contract for the construction of said improvement for which advertisement for bids is made, be and the same is hereby awarded to the said Border States Paving, in the amount of \$182,925.35, and that the President of the Board of City Commissioners and the City Auditor are hereby authorized and directed to enter into a contract with the said contractor for the making of the improvements for which advertisement for bids was heretofore made and for which they were the low bidder.

Dated: March 4, 2024

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____.

The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.



To: West Fargo City Commission
From: Aaron Nelson, Planning Director
Date: March 4, 2024

Subject: Zoning Ordinance Amendment Relating to Campgrounds
Action: Reconsider second reading & final adoption of proposed zoning ordinance amendment

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Police and Fire

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Administration/Finance

Administration

Dustin Scott,
Administrator

Summary and Recommendation:

At the February 20, 2024 meeting, the City Commission voted to reconsider a previously proposed zoning ordinance amendment relating to the permitting of campgrounds as a conditional use within the A (Agricultural) zoning district. To aid in Commission discussion of this item at the March 4 meeting, the intent of this memo is to summarize the history of the proposed zoning ordinance amendment, outline the proposed changes to the ordinance, and to provide a set of action options for the Commission to consider. The staff report for the proposed amendment from the October 3, 2022 Commission meeting is attached and includes additional background details and the proposed ordinance amendment language.

Process/Timeline:

Timeline	Action
June 6, 2022	Red River Valley Fair (RRVF) Association request to City Commission to initiate zoning ordinance amendment to accommodate campgrounds. City Commission votes to have RRVF Association host two public meetings prior to Commission action on the request.
June 21, 2022	RRVF Association hosts two public meetings
August 1, 2022	City Commission directs staff to work with RRVF Association on a zoning ordinance amendment.
September 13, 2022	Planning & Zoning Commission holds public hearing and recommend proposed ordinance for approval.
September 19, 2022	City Commission holds public hearing and approves first reading of proposed ordinance
October 3, 2022	City Commission votes 2-2 on motion to approve second reading of proposed ordinance. Ordinance fails for lack of majority.
February 20, 2024	City Commission votes to reconsider proposed ordinance amendment.

Proposed Amendment:

The proposed amendment would add campgrounds to the list of conditional uses that would be allowable within the A (Agricultural) zoning district. Campgrounds would only be allowed upon approval of a Conditional Use Permit application and would be required to be located outside of city limits within the City's extraterritorial jurisdiction, be located at least 500 feet from any residentially zoned area, and have an on-site manager, among other things.

Action Considerations:

Because it has been over a year since the last public hearing on this item, the Commission may want to consider holding an additional public hearing prior to taking final action on the request. If so, the Commission could direct staff to advertise for a public hearing to take place at the April 1, 2024 Commission meeting.

Alternatively, the Commission could take action on the reconsideration of the second reading of the ordinance by either approving or denying the proposed ordinance.

Staff Report from October 3, 2022 City Commission Meeting

CITY OF WEST FARGO PLANNING AND COMMUNITY DEVELOPMENT

STAFF REPORT

A22-16 ZONING ORDINANCE AMENDMENTS	
Zoning Ordinance Amendment relating to Campgrounds within the Agricultural Zoning District	
Applicant: City of West Fargo	Staff Contact: Aaron Nelson
Planning and Zoning Commission Public Hearing:	09/13/2022 – Approval
City Commission Public Hearing & 1st Reading:	09/19/2022 – Approval
City Commission 2 nd Reading:	10/03/2022

PURPOSE:

Amend Title 4 of the City Ordinances (zoning code) to add Campgrounds and RV Parks to the list of Conditional Uses within the A (Agricultural) zoning district, as per direction by the City Commission for staff to draft a proposed amendment to accommodate campgrounds at the Red River Valley Fairgrounds.

DISCUSSION AND OBSERVATIONS:

Background Information:

- The Red River Valley Fair Association (RRVF Association) would like to expand its existing campground, located outside of City limits within the City's extraterritorial zoning jurisdiction at the fairgrounds.
- According to the RRVF Association, the existing campground was constructed by Cass County in 1971 and was subsequently sold to the RRVF Association.
- Campgrounds are not permitted within any zoning district of the City of West Fargo.
- As the existing campground predates the City exercising its extraterritorial zoning jurisdiction, it is considered to be a "nonconforming use" and is grandfathered as existing, but not allowed to be expanded.
- Cody Cashman, CEO of the RRVF Association, addressed the City Commission on June 6, 2022 to request that the City initiate an ordinance amendment to accommodate campground facilities within the City's zoning regulations. The City Commission voted to have Mr. Cashman host two public meetings regarding his proposed expansion of the campgrounds prior to the City Commission taking any action on his request to initiate an ordinance amendment.
- Mr. Cashman held two open houses on Tuesday, June 21 at 1pm and 5pm at the Red River Valley Fairgrounds, attended by three residents who live adjacent to the fairgrounds. Concerns were raised regarding potential quality of life impacts to neighborhoods adjacent to the fairgrounds. Some of the specific concerns raised related to potential noise, impacts to adjacent property values, transient/temporary housing, and impacts/costs for emergency services. Discussion was had regarding potential alternative locations for the RRVF Association's proposed new campground. Attendees were not necessarily opposed to a new campground in general, but were opposed to a campground adjacent to their existing neighborhood. Following the open house meetings, staff connected two additional residents with Mr. Cashman regarding their concerns with the RRVF Association's plans for campground expansion.
- Mr. Cashman appeared again before the City Commission on August 1, 2022 to report back regarding the open houses and to continue discussion regarding his request to initiate a zoning ordinance amendment. Commissioners shared some of their thoughts and concerns regarding the proposal. Discussion was had regarding potential alternatives to the location/layout proposed by the RRVF Association as well as the potential for transient workers to utilize the campgrounds for temporary housing. Mr. Cashman reported that a large percentage of their current campground is

STAFF REPORT

utilized for temporary housing (such as for traveling nurses) and that they are at capacity and have to turn away 15-20 people per day. Commissioners discussed the potential demand for temporary housing in relation to the FM Diversion project and Cass County's partnership with the RRVF Association in funding the proposed campground expansion. After discussion, the City Commission voted 4-1 to have City staff work with Mr. Cashman on a potential zoning text amendment.

Proposal:

- Based on this direction, staff has drafted the attached amendment. The amendment would add Campgrounds and RV Parks to the list of conditional uses within the A (Agricultural) zoning district, the district within which the Fairgrounds are located.
- Conditional uses are those uses that, because of their nature, may only be suitable in certain locational contexts and/or that may only be suitable when arranged or operated in a particular manner. As such, they are not permitted by-right but rather require review and approval by the City to ensure compatibility at the proposed location. To this end, special conditions may be placed on the approval of a Conditional Use Permit in order to address potential impacts. Such conditions may include (but are not limited to) things like buffering, screening, fencing, limitations on time/manner of operations, etc.
- In addition to requiring a Conditional Use Permit, the proposed text amendment would require the following:
 - Campgrounds and RV parks would be restricted to areas outside of the City within the City's extraterritorial zoning jurisdiction—they would not be allowed within the City's corporate limits.
 - Applicants would be required to provide a plan for managing the noise and any activities at the site as part of the application process.
 - Campgrounds and RV parks must be licensed by the State and meet all State standards prescribed by law (see attached standards).
 - Campgrounds and RV parks would be required to have an onsite manager.
- Within North Dakota, campgrounds and RV parks are licensed and regulated by the State, similar to how mobile home parks are regulated. Specifically, North Dakota Department of Health's Food and Lodging Division is responsible for licensing and inspecting campgrounds and RV parks within West Fargo and Cass County. These regulations cover such items as utility hook-ups (sewer, water, electricity), access roads, lighting, sanitation, toilets, playgrounds, etc. These regulations are attached.
- **It should be noted that the draft amendment, if approved, would not confer the RRVF Association (or anyone) with the right to construct and operate a campground/RV park. The amendment, as written, would only provide the opportunity for the RRVF Association to apply for such approval through the Conditional Use Permit process. If the amendment is approved, the RRVF Association would need to apply for Conditional Use Permit to be reviewed and considered by the Planning & Zoning Commission and City Commission based on the merits of their specific proposal.**
- The draft zoning amendment has been reviewed by City staff as well as staff from Cass County Highway/Engineering, Planning, and Sheriff's offices.

NOTICES:

Sent to:	Notice in the newspaper and to City Departments. Staff also solicited comments from Cass County.
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Comments Received:

STAFF REPORT

- As of the writing of this staff report, no public comments have been received regarding the draft zoning ordinance amendment. (However, as discussed in the section above, there have previously been comments from the public resulting from the RRVF Association's open house meetings in July regarding the RRVF Association's specific proposal for campground expansion.)

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

- The A (Agricultural) zoning district can be viewed as a transitional zoning district, preserving the City's future growth area until such time that areas are ready for urbanized development and the establishment of a more permanent zoning district. The stated intent of the A district is to "establish and preserve areas for agricultural uses, wherein certain recreational, residential, and public activities which do not significantly change the natural character of the land are permitted."
- From a long-range planning perspective, campgrounds and RV parks are low-intensity in nature and generally found in rural areas. These land uses are relatively easy to redevelop into urban land uses as the City grows and as market conditions and demand for alternative land uses change over time.
- The proposed amendment does not make major substantive changes to the existing ordinances. Campgrounds and RV Parks are similar in nature to existing conditional uses allowed within the A (Agricultural) zoning district, such as fairgrounds, airports, archery ranges, gun clubs, above ground petroleum storage tanks, etc.
- While the Comprehensive Plan does not speak to campgrounds and RV parks specifically, these uses may indirectly relate to general economic development goals:
 - Campgrounds and RV parks provide temporary lodging for tourists and visitors to the community, which may help to grow retail sales.
 - In addition to providing recreational opportunities, campgrounds and RV parks can also provide temporary housing (during warmer months) for traveling/temporary workers who contribute to the local economy.

PLANNING & ZONING COMMISSION RECOMMENDATION:

At their September 13, 2022 meeting, the Planning & Zoning Commission recommended approval of the proposed zoning ordinance amendment.

UPDATE – SEPTEMBER 14, 2022

- The public hearing at the September 13, 2022 Planning & Zoning Commission was attended by a handful of interested individuals, three of whom provided testimony in opposition of the draft zoning ordinance amendment.
- Concerns raised during the public hearing include potential adverse impacts on existing residential properties (such as blighted conditions of the campsites, headlights from traffic, smoke from bonfires, noise), concerns over transient/temporary housing and potential crime (such as human trafficking & drug use), and adverse effects on residential property values adjacent to campgrounds.
- After discussion, the Planning & Zoning Commission voted 4-1 to recommended approval of the proposed zoning ordinance amendment to the City Commission.
- Following the Planning & Zoning Commission meeting, the draft ordinance was revised to include a requirement that campgrounds/RV Parks be located at least 500 feet from residential areas.

STAFF REPORT

UPDATE – SEPTEMBER 26, 2022

- Two citizens spoke in opposition to the proposed zoning text amendment at the September 19, 2022 City Commission public hearing, while Cody Cashman spoke in favor of the proposal.
- The City Commission voted 3-2 to approve the first reading of the zoning text amendment.
- There have been no changes to the proposed ordinance since the first reading.

RECOMMENDATIONS:

Approve second reading of the zoning ordinance amendment on the basis that it is consistent with City plans and ordinances.

Attachments:

- Zoning Ordinance Amendment
- ND Century Code Chapter 23-10 – Mobile Home Parks, Trailer Parks, and Campgrounds
- ND Administrative Code Chapter 33-33-02 – Trailer Park and Campground Rules

ORDINANCE NO. 1215

AN ORDINANCE TO AMEND AND REENACT CHAPTER 4-200 AND 4-421.3 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO TO DEFINE CAMPGROUND, RECREATIONAL VEHICLE AND RECREATIONAL VEHICLE PARK AND TO ALLOW CAMPGROUNDS AND RECREATIONAL VEHICLE PARKS AS A CONDITIONALLY PERMITTED USE IN THE "A" AGRICULTURAL DISTRICT.

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

SECTION 1. Chapter 4-200 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted by adding the definitions of "Campground," "Recreational Vehicle," and "Recreational Vehicle Park" as follows:

CAMPGROUND: Any parcel of land intended for temporary occupancy by Recreational Vehicles or tents, not including mobile homes, and which is licensed by the State of North Dakota in accordance with State law, as amended from time to time.

RECREATIONAL VEHICLE: A motor vehicle or trailer that includes living quarters designed for temporary accommodations, including motorhomes, campervans, coaches, travel trailers, fifth wheel trailers, popup campers and truck campers. The term does not include sleepers attached to commercial vehicles such as semi-tractors or mobile/manufactured homes.

RECREATIONAL VEHICLE PARK: Any parcel of land intended for temporary occupancy by recreational vehicles, not including mobile homes, and which is licensed by the State of North Dakota in accordance with State law, as amended from time to time.

SECTION 2. Section 4-421.3 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

4-421.3. Conditionally Permitted Uses. Any conditional use located in this district ~~shall be sited on a separately platted parcel in accordance with the subdivision regulations of the City of West Fargo, and the use shall not be one to which the noise, odor, dust, or chemical residues of commercial agriculture or horticulture might result in creation or establishment of a nuisance or trespass.~~ The following conditional uses maybe located in the A District subject to the provisions and requirements hereinafter imposed for each use and subject further to review and approval by the City as required by Section 4-550 of this Ordinance:

1. Agricultural service establishments primarily engaged in performing agricultural, animal husbandry, or horticultural services on a fee or contract basis including, but not limited to hay-baling and threshing; horticultural services; crop dusting; grain cleaning and drying; harvesting and plowing; milling and storage of grain; veterinary services; boarding and training of horses; and roadside stands for the sale of agricultural produce grown on the site.
 - a. An agricultural service establishment shall be incidental and necessary to the conduct of agriculture within the district.
 - b. All agricultural service establishments shall be located at least 100 feet from any driveway affecting access to a farm dwelling or field and at least 500 feet from any single-family dwelling.
 - c. All agricultural service establishments shall be screened on the perimeter of the establishment by a solid fence, wall, or natural vegetation not less than six feet in height.
2. Churches, religious institutions and places of worship, cemeteries, airports, fairgrounds, archery ranges, gun clubs, schools, local government buildings and facilities, and government-owned facilities for the maintenance of roads and highways when necessary to serve the immediate vicinity.
3. Non-farm single-family residential dwellings may be permitted on lots or parcels of land for which a deed has been recorded in the office of the Cass County Register of Deeds upon or prior to September 3, 2018, or a lot or parcel of land that would have been a lot of record if the document conveying the lot had been recorded on the date of its execution, provided they meet all applicable standards and requirements of this Ordinance and all other applicable city, township, and county regulations and ordinances, subject to the following:
 - a. The property shall be platted in accordance with the subdivision regulations of the City of West Fargo.
 - b. Each lot developed shall contain no more than one (1) single-family home.
 - c. Each lot developed shall be a minimum of one acre in area. A larger plot size may be required by the City if necessary for the safe operation of individual wells and septic systems.

- d. The driveway serving the property shall meet City access standards.
 - e. All non-farm residential buildings shall be set back a minimum of 300 feet from the nearest farm building.
- 4. Above ground petroleum storage tanks. Such above ground petroleum storage tanks are prohibited in all other districts other than the A and M Districts.
- 5. Non-farm Single-family residential dwellings and accessory structures on lots created or platted after September 3, 2018, under the following conditions:
 - a. The property is platted in accordance with the subdivision regulations of the City of West Fargo.
 - b. The property is developed at a minimum of one (1) acre in area with a larger plot size required by the City if necessary for the safe operation of individual wells and septic systems.
 - c. The property is less than forty (40) acres in size, the property has a deed restriction recorded against it and the surrounding quarter-quarter section of land or legal lot of record to prohibit further development of non-farm single family residential dwellings. The deed restriction shall be in a form as approved by the City Planner, City Attorney, and President of the Board of City Commissioners and will terminate/release only at the time of rezoning, or accompanied by an area plan, annexation by the City of West Fargo, or release of the property from the zoning authority of the City of West Fargo.
- 6. Landscaping businesses, greenhouses, and plant nurseries.
- 7. Temporary or permanent industrial wood burners, including air curtain destructors, subject to the following conditions:
 - a. For a permanent site, the site is fenced with a sight obscuring fence and screened if necessary to keep materials out of sight.
 - b. The site is located a minimum of 2,640 feet from any residential or neighboring business structure.
 - c. The waste wood products may not be stored on the site for more than two (2) months. For a permanent site, all waste wood products on site must be

disposed of within a two (2) month period. At the time the site is completely cleared, another two-month cycle of storage may begin. An extension to the two-month period may be granted by the Fire Chief during the high fire risk times when burning is not allowed.

- d. The use has received State Health Department and local Fire Department approval.
 - e. A permit for a temporary site may not exceed sixty (60) days, and only two (2) temporary permits may be granted for the same site in any year. The 60-day period may be extended by the Fire Chief if during that period burning is not allowed because of high risk conditions.
 - f. Other conditions as deemed necessary.
8. Animal kennels and shelters.
9. Seasonal sale of retail goods.
10. Campgrounds and Recreational Vehicle Parks when located outside of City Limits, within the City's extraterritorial jurisdiction under the following conditions:
- a. Campgrounds and Recreational Vehicle Parks must have an onsite manager.
 - b. The applicant must provide a plan for managing the noise and any activities at the site to the City as part of its application.
 - c. The site must be located a minimum of 500 feet from any residentially zoned area
 - d. Other conditions as deemed necessary.

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

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

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:

CHAPTER 23-10

MOBILE HOME PARKS, TRAILER PARKS, AND CAMPGROUNDS

23-10-01. Definitions. (Effective through August 31, 2022)

In this chapter, unless the context or subject matter otherwise requires:

1. "Campground" means any parcel of land containing three or more lots intended for occupancy by recreational vehicles or tents.
2. "Department" means the state department of health.
3. "Lot" means any piece of land of required size intended for occupancy by a mobile home, recreational vehicle, or tent.
4. "Mobile home" means any relocatable manufactured, modular, or prefabricated structure or unit that is designed to be used as residential living quarters. The term does not include a recreational vehicle.
5. "Mobile home park" means any parcel of land containing three or more lots intended for occupancy by mobile homes.
6. "Person" means any individual, firm, trust, partnership, public or private association, corporation, or limited liability company.
7. "Recreational vehicle" means a vehicular-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own mode of power or is mounted on or towed by another vehicle. The term includes the following:
 - a. An independent recreational vehicle containing toilet and lavatory facilities.
 - b. A dependent recreational vehicle, which contains either toilet or lavatory facilities or having neither facility.
8. "Recreational vehicle park" means a parcel or tract of land under the control of a person, organization, or government entity where three or more lots are offered for use by members of the public or an organization for rent or lease, including park-owned recreational vehicles held out for rent or lease. A recreational vehicle park is primarily designed to accommodate recreational vehicles.

Definitions. (Effective after August 31, 2022)

In this chapter, unless the context or subject matter otherwise requires:

1. "Campground" means any parcel of land containing three or more lots intended for occupancy by recreational vehicles or tents.
2. "Department" means the department of health and human services.
3. "Lot" means any piece of land of required size intended for occupancy by a mobile home, recreational vehicle, or tent.
4. "Mobile home" means any relocatable manufactured, modular, or prefabricated structure or unit that is designed to be used as residential living quarters. The term does not include a recreational vehicle.
5. "Mobile home park" means any parcel of land containing three or more lots intended for occupancy by mobile homes.
6. "Person" means any individual, firm, trust, partnership, public or private association, corporation, or limited liability company.
7. "Recreational vehicle" means a vehicular-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own mode of power or is mounted on or towed by another vehicle. The term includes the following:
 - a. An independent recreational vehicle, containing toilet and lavatory facilities.
 - b. A dependent recreational vehicle, which contains either toilet or lavatory facilities or having neither facility.
8. "Recreational vehicle park" means a parcel or tract of land under the control of a person, organization, or government entity where three or more lots are offered for use by members of the public or an organization for rent or lease, including park-owned recreational vehicles held out for rent or lease. A recreational vehicle park is primarily designed to accommodate recreational vehicles.

23-10-02. Department to make regulations - Compliance.

The department shall have general supervision over the health, safety, sanitary condition, and legal compliance as outlined in this chapter of all mobile home parks, recreational vehicle parks, and campgrounds in this state and may promulgate and enforce appropriate rules and regulations in accordance with chapter 28-32. All mobile home parks, recreational vehicle parks, and campgrounds constructed after July 1, 1977, must be constructed in accordance with the requirements of this chapter and the rules and regulations promulgated at the time of construction. All mobile home parks, recreational vehicle parks, and campgrounds constructed before July 1, 1977, shall meet the requirements of this chapter by July 1, 1985. All mobile home parks, recreational vehicle parks, and campgrounds shall meet rules and regulations duly promulgated after construction of the park or campground within eight years after the effective date of the rule or regulation.

23-10-02.1. Department authorized to accept local enforcement and inspection.

The department shall accept state, federal, city, or county enforcement of local sanitation, safety, zoning, and inspection requirements in lieu of the enforcement of sanitation, safety, and inspection requirements of the department under this chapter if the department determines that the state, federal, city, or county requirements meet or exceed the requirements of this chapter and any rules and regulations promulgated under this chapter. Before accepting state, federal, city, or county enforcement of local requirements, the department shall determine that the state, federal, city, or county requirements meet or exceed the requirements of this chapter and any rules and regulations promulgated under this chapter.

23-10-03. License required - Application.

1. A person may not establish, maintain, change use, mix use, or enlarge a mobile home park, recreational vehicle park, or campground in this state without first obtaining a license from the department.
2. The application for the license must be made in writing to the department and must state the location and type of the mobile home park, recreational vehicle park, or campground, the proposed water supply, the proposed method of sewerage and garbage disposal, and such other information as may be required by the department. Application forms must be prepared by the department and distributed upon request.
3. The department may not issue a license under this section if the proposed mobile home park, recreational vehicle park, or campground would prevent, interfere, or restrict proposed private development that is actively being pursued.
4. The department shall waive the license fee for any mobile home park, recreational vehicle park, or campground owned by the state, a municipality, or a nonprofit organization. The department shall waive all or a portion of the license fee for any mobile home park, recreational vehicle park, or campground that is subject to local sanitation, safety, and inspection requirements accepted by the department under section 23-10-02.1. A prorated annual license fee may be charged for new mobile home parks, recreational vehicle parks, and campgrounds. The health council may adopt rules establishing the amount and the procedures for the collection of annual license fees. The fees must be based on the cost of reviewing construction plans, conducting routine and complaint inspections, reinspection, and necessary enforcement action. License fees collected pursuant to this section must be deposited in the department's operating fund in the state treasury and any expenditure from the fund is subject to appropriation by the legislative assembly.

23-10-04. Inspection.

The department shall inspect the premises as soon as practical after receiving an application for a mobile home park, recreational vehicle park, or campground license. If the department is satisfied from the application and inspection that the mobile home park, recreational vehicle park, or campground will not be a source of danger to the health and safety of the occupants or the general public, the department shall notify the applicant of approval of

the application and of the amount of the license fee. The department must have access to and may inspect mobile home parks, recreational vehicle parks, and campgrounds at reasonable times. The department may inspect each mobile home park, recreational vehicle park, and campground in response to a complaint, violation of state law, or on a routine schedule determined by the department.

23-10-05. License fees.

Repealed by S.L. 2005, ch. 32, § 19.

23-10-06. License issuance - Fee.

An applicant seeking licensure shall apply to the department on forms prescribed by the department. The applicant shall enclose with the application an application fee as determined by rule. The department shall issue a license to an applicant who meets all of the requirements of this chapter and any rules adopted by the health council.

23-10-06.1. License renewal.

1. A license issued under this chapter expires on December thirty-first of each year.
2. A license may be renewed by December thirty-first by submitting a renewal application, a renewal fee established rule, provided the licensee is in compliance with this chapter and any rules established by the health council.
3. If the renewal application and renewal fee are not received by December thirty-first, the license expires and the licensee may not operate.
4. Within sixty days after December thirty-first, an expired license may be renewed by submitting the renewal application, renewal fee, and a late fee. The late fee is equal to fifty percent of the license fee.
5. If the renewal application, renewal fee, and late fee are not received within sixty days after December thirty-first, the department may not renew the license, and the applicant shall apply and meet the requirements for licensure to be granted a license.
6. The department may extend the renewal deadline for applications providing proof of hardship rendering the applicant unable to meet the deadline.
7. The department may not renew a license if the mobile home park, recreational vehicle park, or campground is not actively conducting business at the site, and the applicant shall apply and meet the requirements for licensure to be granted a license.

23-10-06.2. License transferability.

The department shall transfer a license without charge if the proposed new owner applies in writing for a transfer of the license and certifies that the mobile home park, recreational vehicle park, or campground will be operated in accordance with this chapter.

23-10-07. Sanitation and safety.

Every mobile home park, recreational vehicle park, and campground must be operated with strict regard for the health, safety, and comfort of its occupants. The following sanitary and safety regulations must be followed:

1. Location: Every mobile home park must be established and maintained upon dry, well-drained ground. Any natural sinkholes or collection or pool of water must be artificially drained and filled. Recreational vehicle park and campground lots must be established and maintained upon dry, well-drained spaces.
2. Drinking water supply: An adequate supply of potable and safe drinking water must be provided. The operator of a mobile home park, recreational vehicle park, or campground shall supply drinking water at the mobile home park, recreational vehicle park, or campground which is obtained from an approved source that is a public water system or a nonpublic water system that is constructed, maintained, and operated according to law.
3. Towels: The placing of roller cloth towels for public use in any washroom or place within a mobile home park, recreational vehicle park, or campground is prohibited.

Individual cloth towels, cloth towels provided in mechanical dispensers, individual paper towels, or roller paper towels must be placed for use.

4. Toilets: Modern sanitary flush toilets must be provided where a sewer connection is available. If a sewer connection is not available, sanitary flyproof privies must be maintained. All toilets and privies must be kept in a clean, sanitary condition. Separate toilets and privies must be provided for each sex. No privy or cesspool may be located less than one hundred feet [30.48 meters] from any well, kitchen, or sleeping quarters.
5. Garbage: All garbage and refuse must be stored in durable, cleanable, insect- and rodent-resistant containers, and the contents removed and disposed of at a frequency that will minimize the development of objectionable odors and other conditions that attract or harbor insects and rodents. All buildings within the mobile home park, recreational vehicle park, or campground must be screened against flies and kept in a clean and sanitary condition.
6. Plumbing installations: All plumbing installations in a mobile home park, recreational vehicle park, or campground must be made in accordance with the state plumbing code and state laws.
7. Electrical installations: All electrical installations in a mobile home park, recreational vehicle park, or campground must be made in accordance with the state electrical code.
8. Streets and roadways: Each mobile home park, recreational vehicle park, and campground must have roadways or streets wide enough to facilitate the movement of traffic within the park or campground.
9. Lighting: Each mobile home park, recreational vehicle park, and campground must have adequate lighting as set forth in rule.
10. Fire protection: Each mobile home park, recreational vehicle park, and campground must have adequate fire protection in accordance with the state fire code.
11. Playgrounds: Each mobile home park containing twenty-five or more lots shall provide playground space equivalent to one lot for every twenty-five lots in the park.
12. Multiple-story parks: A multiple-story mobile home park or trailer park may not be constructed in this state.

23-10-07.1. Service fees.

Service fees that reasonably reflect the cost of the service provided in a mobile home park, recreational vehicle park, or campground may be charged. Fees may not be charged unless a service is actually provided.

23-10-08. Sickness in motor or trailer courts - Penalty for failure to report.

Repealed by S.L. 1975, ch. 106, § 673.

23-10-09. Occupancy record.

The owner or manager of a mobile home park, recreational vehicle park, or campground shall maintain a current record of the names of the occupants of the park or campground.

23-10-10. Posting rules and regulations.

The owner or manager of a licensed mobile home park, recreational vehicle park, or campground conspicuously shall post or distribute a digital or hard copy of the relevant rules and regulations to each tenant in the park. Material required to be distributed or posted under this section must be provided by the department free of charge.

23-10-10.1. Requirement of emergency response procedures.

The owner of a mobile home park, recreational vehicle park, or campground shall establish a procedure for responding to emergencies and complaints. The procedure must include the ability to reach a person who has the authority to perform, or direct the performance of, duties imposed on the owner under this chapter. The procedure must be posted conspicuously in the

mobile home park, recreational vehicle park, and campground or a copy must be provided to the tenants in writing.

23-10-11. Ejection from premises.

The owner or manager of a mobile home park, recreational vehicle park, or campground may eject any person from the premises for nonpayment of charges or fees for accommodations, for a violation of law, for disorderly conduct, for a violation of any regulation of the department, or for a violation of any reasonable rule of the mobile home park, recreational vehicle park, or campground which is publicly posted within the park or campground.

23-10-12. Revocation of license - Penalty for operating without license.

The department may deny an application or take disciplinary action, up to and including revocation, against any applicant or licensee upon the failure of the applicant or licensee to comply with this chapter or with any of the rules adopted by the health council and regulations promulgated by the department. Before the department takes disciplinary action against a license, the department shall notify the licensee in writing of the reason disciplinary action is being considered and shall provide a reasonable amount of time for correction to be made. Action taken under the authority granted in this section must comply with chapter 28-32. Any person who maintains or operates a mobile home park, recreational vehicle park, or campground without first obtaining a license, or who operates the same after revocation of the license, is guilty of an infraction.

23-10-13. Change in use or closure of mobile home park.

If the owner of a mobile home park applies for the rezoning of a park, the owner shall post a notice of the proposed rezoning in the park at least five days before the public hearing on the rezoning. In addition, the owner of a mobile home park shall notify all tenants in that park in writing of a change in use at least one hundred eighty days before the change in use. A change in use is a change in the park that would alter any portion of the park which is used to lease to mobile home owners so that the portion will no longer be leased to mobile home owners. The owner or manager may not increase rent within ninety days before giving notice of a change in use for the portion of the park to which the change will apply.

23-10-14. Mobile home security deposit.

The amount of a security deposit may not be modified after the initial lease agreement between a mobile home park owner and a tenant has been executed by both parties.

CHAPTER 33-33-02 TRAILER PARK AND CAMPGROUND RULES

Section

33-33-02-01	Definitions
33-33-02-02	Application for License
33-33-02-03	Spacing Requirements
33-33-02-04	Facilities Provided
33-33-02-05	Noxious Plant and Animal Control
33-33-02-06	Maintenance of Service Buildings
33-33-02-07	License Fees

33-33-02-01. Definitions.

As used in this chapter:

1. "Recreational vehicle" means a travel trailer.
2. "Service building" means a structure housing shower, bath, toilet, lavatory, and such other facilities as may be required by the North Dakota state plumbing code.
3. "Tent" means a collapsible shelter of canvas or other fabric stretched and sustained by poles and used for camping outdoors.

History: Effective August 1, 1988.

General Authority: NDCC 23-01-03(3), 23-10-02

Law Implemented: NDCC 23-10-01

33-33-02-02. Application for license.

A complete scaled plan and list of specifications for new construction or for altering or enlarging of an existing trailer park or campground must be submitted to the department for approval. The application must contain the following:

1. A legal description of property and a description of the site location with regard to highways, streets, and landmarks.
2. Name and address of developer.
3. Name and address of architect, engineer, or designer.
4. The area and dimensions of the site.
5. The number, location, and dimensions of all trailer or campground lots and detail of each typical lot for each trailer or tent.
6. The location and width of roadways, automobile parking facilities, and walkways, including whether they are paved, blacktopped, graveled, etc.
7. The location and details of service buildings and any other proposed structures.
8. The location and details of lighting and electrical systems.
9. The location and specifications of the water supply, sewer, and refuse disposal facilities; including approved soil testing results and details of wells, pumping stations, and service riser pipes.

History: Effective August 1, 1988.

General Authority: NDCC 23-01-03(3), 23-10-02

Law Implemented: NDCC 23-10-03

33-33-02-03. Spacing requirements.

1. No tent, recreational vehicle, or other attachment may be located within ten feet [3.05 meters] of any other tent, recreational vehicle, or part thereof. No recreational vehicle or tent in a trailer park or campground may be located as to create a hazard to the recreational vehicle or tent or restrict emergency vehicles and personnel from performing necessary services.
2. Streets must be of adequate widths to accommodate the contemplated parking and traffic load in accordance with the type of street. In all cases, streets must meet the following minimum requirements:

a. Two-way streets with parking on both sides	34 feet	[10.36 meters]
b. Two-way streets with parking on one side only	27 feet	[8.23 meters]
c. Two-way streets without parking	24 feet	[7.32 meters]
d. One-way streets with parking on both sides	27 feet	[8.23 meters]
e. One-way streets with parking on one side only	18 feet	[5.49 meters]
f. One-way streets without parking	14 feet	[4.27 meters]
3. The street system must give an unobstructed access to the public street, highway, or access road.
4. Tenting areas must be designated for tents only.

History: Effective August 1, 1988; amended effective July 1, 2004.

General Authority: NDCC 23-10-02, 23-01-03(3)

Law Implemented: NDCC 23-10-07

33-33-02-04. Facilities provided.

1. Conversion of a mobile home park, trailer park, or campground from one type to another must be approved by the department.
2. Streets must be lighted to provide a minimum of one-tenth foot-candle [1.09 lux] throughout the street system. Potentially hazardous locations, such as major street intersections and steps or stepped ramps, must be individually illuminated with a minimum of three-tenths foot-candles [3.23 lux].
3. Where provided, electrical service outlets must be adequate and approved.
4. Where provided, individual sewer connections must be adequate and approved. Recreational vehicle waste disposal stations, watering stations, and service building facilities must be provided and constructed in accordance with the North Dakota state plumbing code.
5. A certification from the electrical and plumbing installer, stating all installations were made in accordance with state codes, is required before issuance of the trailer park or campground license.

History: Effective August 1, 1988.

General Authority: NDCC 23-01-03(3), 23-10-02

Law Implemented: NDCC 23-10-07

33-33-02-05. Noxious plant and animal control.

1. The grounds, buildings, and structures of a trailer park or campground must be maintained free of harborage for insects, rodents, and other vermin. Extermination methods and other measures to control insects and rodents must conform with the requirements of the department.
2. All areas must be maintained free of accumulations of debris; the growth of brush, weeds, and grass must be controlled to prevent harborage or breeding places for noxious insects and vermin. Trailer parks and campgrounds must be so maintained as to prevent the growth of noxious weeds considered detrimental to health.
3. Storage areas must be maintained so as to prevent rodent harborage; lumber, firewood, pipe, and other building materials must be stored neatly at least one foot [.3 meter] above the ground.

History: Effective August 1, 1988.

General Authority: NDCC 23-01-03(3), 23-10-02

Law Implemented: NDCC 23-10-07

33-33-02-06. Maintenance of service buildings.

1. Service buildings, sinks, toilets, and other equipment must be kept in a clean and sanitary condition and in good repair at all times.
2. Toilet tissue must be provided and conveniently located in each toilet room.

History: Effective August 1, 1988.

General Authority: NDCC 23-01-03(3), 23-10-02

Law Implemented: NDCC 23-10-07

33-33-02-07. License fees.

The department shall charge the following fees for licenses to operate trailer parks or campgrounds in this state:

1. For a trailer park or campground containing at least three but not more than ten lots, ninety dollars.
2. For a trailer park or campground containing at least eleven but not more than twenty-five lots, one hundred thirty-five dollars.
3. For a trailer park or campground containing at least twenty-six but not more than fifty lots, one hundred seventy-five dollars.
4. For a trailer park or campground containing at least fifty-one but not more than one hundred lots, two hundred twenty dollars.
5. For a trailer park or campground containing at least one hundred one but not more than one hundred fifty lots, two hundred seventy dollars.
6. For a trailer park or campground containing at least one hundred fifty-one but not more than two hundred lots, three hundred twenty dollars.
7. For a trailer park or campground containing at least two hundred one but not more than two hundred fifty lots, three hundred seventy dollars.

8. For a trailer park or campground containing more than two hundred fifty lots, four hundred twenty dollars.

The department shall waive the license fee for any trailer park or campground owned by the state, a municipality, or a nonprofit organization.

History: Effective January 1, 2006; amended effective April 1, 2008; January 1, 2014.

General Authority: NDCC 23-01-03

Law Implemented: NDCC 23-10-07

MEMORANDUM

TO: President and Commissioners of the
West Fargo City Commission

FROM: John T. Shockley

DATE: March 4, 2024

RE: Franchise Fee Increase



I. Background

Chapter 14-04 of the Ordinances of the City of West Fargo (the “City”) authorizes the City to grant nonexclusive franchises for the operation, construction, maintenance, and reconstruction of cable television systems in the City.

The City granted a franchise to Cable One, Inc. and entered into a Franchise Agreement on July 24, 2015. The City also granted a franchise to Midcontinent Communications, G.P. and entered into a Franchise Agreement on July 18, 2022 (collectively, referred to as the “Franchise Agreements”).

Pursuant to Section 2.13 of the Franchise Agreements, the franchisees must pay an annual franchise fee of three percent (3%) of their average gross revenues during the most recent five (5) year period. The franchise fee is compensation for use of streets and public property, as well as payment for the right to operate a cable television system in the City.

As part of the 2024 budget, the City will increase franchise fees to four percent (4%) to provide additional revenue to the City. In no event may the franchise fee exceed the maximum amount permitted by federal or North Dakota law. The Cable Communications Policy Act of 1984 prohibits franchising authorities from charging franchise fees greater than five percent (5%) of its annual gross revenue. The City will not violate federal or North Dakota law by increasing the franchise fee to four percent (4%).

II. Process to Increase Franchise Fee

The City does not need to adopt an amendment to the franchise ordinance to effectuate the increase. The franchise ordinance states, “The Operator shall pay to the City, an annual amount not to exceed five percent (5%) of its Gross Revenues.” The ordinance requires the exact franchise fee to be set forth in the Franchise Agreement.

Pursuant to Section 2.13 of the Franchise Agreements, the City may raise or lower the franchise fee upon ninety (90) days written notice to the franchisee. The City Commission can approve the increase at the March 4, 2024, meeting. After written notice is sent and the increase is approved, the Franchise Agreements need to be amended to reflect the change from three percent (3%) to four percent (4%).

_____, 2024

VIA USPS CERTIFIED MAIL, RETURN RECEIPTS REQUESTED

Cable One Inc. dba Sparklight
Attn: General Manager
1024 Page Drive
Fargo, ND 58103

Cable One Inc. dba Sparklight
Attn: General Counsel
210 E Earll Dr.
Phoenix, AZ 85012

NOTICE OF FRANCHISE FEE INCREASE

Pursuant to Section 2.13 of the Franchise Agreement dated July 24, 2015 (the “Franchise Agreement”), by and between the City of West Fargo, North Dakota (the “City”) and Cable One, Inc. (the “Grantee”), the City, “may upon ninety (90) days written notice to Grantee, raise or lower the Franchise Fee; provided that, in no event may the Franchise Fee exceed the maximum amount permitted by the FCC, federal or state government, or the courts.”

You are hereby notified that the Franchise Fee under the Franchise Agreement will increase from three percent (3%) to four percent (4%) effective as of _____, 2024. The Franchise Fee increase will be approved by the City Commission at its meeting on March 4, 2024.

If you have any questions, please contact me at (701) 515-5050 or by email at dustin.scott@westfargond.gov.

Sincerely,

Dustin Scott
City Administrator

_____, 2024

VIA USPS CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Midcontinent Communications, G.P.
Nancy Vogel, Directory of Regulatory Finance
3901 North Louise Ave.
Sioux Falls, SD 57107

NOTICE OF FRANCHISE FEE INCREASE

Pursuant to Section 2.13 of the Franchise Agreement dated July 18, 2022 (the “Franchise Agreement”), by and between the City of West Fargo, North Dakota (the “City”) and Midcontinent Communications, G.P. (the “Grantee”), the City, “may upon ninety (90) days written notice to Grantee, raise or lower the Franchise Fee; provided that, in no event may the Franchise Fee exceed the maximum amount permitted by the FCC, federal or state government, or the courts.”

You are hereby notified that the Franchise Fee under the Franchise Agreement will increase from three percent (3%) to four percent (4%) effective as of _____, 2024. The Franchise Fee increase will be approved by the City Commission at its meeting on March 4, 2024.

If you have any questions, please contact me at (701) 515-5050 or by email at dustin.scott@westfargond.gov.

Sincerely,

Dustin Scott
City Administrator

FIRST AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT (the “Amendment”) is made and entered into this ____ day of _____, 2024, by and between the City of West Fargo, a municipal corporation of the State of North Dakota (the “City”); and Cable One, Inc., a Delaware corporation (the “Grantee”).

WHEREAS, City and Grantee entered into a Franchise Agreement on or about July 24, 2015 (the “Franchise Agreement”), attached to this Amendment as **Exhibit A**, relating to the operation, construction, maintenance, and reconstruction of a cable television system within the City; and

WHEREAS, pursuant to Section 14-0410(A)(1) of the City Ordinances, exact fees paid by operators to the City for a cable television franchise are to be set forth in a franchise agreement; and

WHEREAS, Section 2.13 of the Franchise Agreement authorizes the City to raise franchise fees, upon ninety (90) days written notice to Grantee; provided, the franchise fee does not exceed the maximum amount permitted by law; and

WHEREAS, on March 4, 2024, the City Commission approved the increase of the franchise fee from three percent (3%) to four percent (4%), and provided written notice to Grantee in accordance with the Franchise Agreement.

NOW, THEREFORE, the parties do hereby agree as follows:

1. The first sentence of Section 2.13 of the Franchise Agreement is hereby amended as follows (with struck language to be deleted and underlined language to be added):

Grantee must pay an annual Franchise Fee, in accordance with Section 622 of the Cable Act, to the City throughout the duration of this Agreement, of ~~three percent (3%)~~ four percent (4%) of Grantee’s average Gross Revenues during the most recent five (5) year period.

2. This Amendment modifies and supplements the Franchise Agreement. Wherever a conflict exists between this Amendment and the Franchise Agreement, the provisions of this Amendment will control. All other terms of the Franchise Agreement will remain in full force and effect, except as specifically modified by this Amendment.
3. This Amendment may be signed in counterparts, meaning that the agreement is valid if signed by both parties even if the signatures of the parties appear on separate copies of the same agreement rather than on a single document. An electronic signature shall be

considered an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be made and entered into on the day and year first written above.

(Signatures appear on the following pages.)

CITY:

City of West Fargo, North Dakota

Bernie Dardis, President of the Board of
City Commissioners

Dustin Scott, City Administrator

GRANTEE:

Cable One, Inc.

By: _____

Its: _____

Exhibit A

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement"), is made and entered into this 24th day of July, 2015 (the "Effective Date"), by and between the City of West Fargo, a municipal corporation of the State of North Dakota (the "City"), and Cable One, Inc., a Delaware corporation ("Grantee").

WITNESSETH

THIS AGREEMENT is subject to the laws of the State of North Dakota, the rules and regulations of the Federal Communications Commission ("FCC"), the Communications Act of 1934, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, as amended, or as superseded by new statutes.

WHEREAS, pursuant to Ordinance No. 556 codified in Chapter 14-04 of the Ordinances of the City of West Fargo (the "Ordinance"), the City is authorized to grant one or more nonexclusive franchises to operate, construct, maintain and reconstruct a cable television system within the City; and

WHEREAS, the City, after due evaluation of Grantee, and after public hearings, has determined that it is in the best interest of the City and its residents to grant a franchise to Grantee.

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

SECTION 1. GENERAL PROVISIONS

1.1 Definitions. Capitalized terms used in this Agreement will be defined as set forth in the Ordinance unless (i) otherwise defined herein, or (ii) the context requires otherwise.

1.2 Written Notice. All notices, reports or demands required or permitted to be given under this Agreement or the Ordinance must be in writing and will be deemed to be given when received by the party designated below, sent via registered or certified mail, postage prepaid, return receipt requested, addressed to the party to which notice, report or demand is being given, as follows:

If to City:

City of West Fargo
City Auditor
800 4th Avenue East
West Fargo, ND 58078

If to Grantee: Cable One Inc.
Attn: General Manager
1024 Page Drive
Fargo, ND 58103

With a copy to: Cable One Inc.
Attn: General Counsel
210 E Earll Drive
Phoenix, AZ 85012

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

1.3 Compliance with the Ordinance. Grantee agrees they will comply with all the terms and conditions set forth in the Ordinance. The Ordinance, including all requirements and provisions therein, is incorporated in and made part of this Agreement by reference just as if fully written herein.

1.4 Compliance with State and Federal Laws and Rules. The City and Grantee must conform to state laws and rules regarding cable communications no longer than one year after they become effective, unless otherwise stated. The City and Grantee will conform to federal laws and regulations regarding cable as they become effective.

1.5 Governing Law. This Agreement will be construed and enforced in accordance with North Dakota law and, where applicable, United States federal law; the parties and this Agreement are subject to North Dakota and applicable United States federal law; any litigation arising out of this Agreement will be venued in either Cass County District Court or U.S. District Court, District of North Dakota; the parties waive any objection to personal jurisdiction or venue; and no parties can or will assert the law of any other state, country, or jurisdiction to avoid liability or to challenge jurisdiction or venue.

1.6 Severability. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties agree that this Agreement will be reformed to replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined to be invalid, illegal, or unenforceable.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant. This Agreement is executed in accordance with the provisions of the Ordinance and supersedes and extinguishes any other franchise or other authorization held by Grantee to operate a Cable Television System or provide Service within the City. This Agreement provides Grantee a non-exclusive Franchise to install, construct, reconstruct, operate, maintain and remove a Cable System within the City in accordance with the terms set forth in this Agreement and in the Ordinance.

2.2 Right of City to Issue and Renew Franchise. Grantee acknowledges and accepts the right of the City to issue the franchise granted pursuant to this Agreement, and Grantee agrees that it will not now or at any time hereafter challenge any lawful exercise of this right by City in any local, State or Federal court.

2.3 Effective Date. This Agreement will be effective on the Effective Date, provided that said date is no later than ninety (90) days after the date the City Commission, by Resolution, approves this Agreement (the "Approval Date").

2.4 Term. The term of this Agreement will be for the period of fifteen (15) years commencing on the Effective Date. At the expiration of the fifteen (15) year term, this Agreement will expire and be of no force or effect unless the Franchise is renewed in accordance with the Ordinance, this Agreement and applicable laws.

2.5 System Design.

1. Grantee will provide additional or new facilities and equipment, expand channel capacity and otherwise upgrade or rebuild its system throughout the franchise term, as required to incorporate improvements in technology to reasonably meet the needs and interests of the community in light of the costs thereof.

2.6 Access Channels. Pursuant to Section 14-0406(H) of the Ordinances of the City of West Fargo, the City and Grantee agree that the initial number of local access stations to be used for public, educational and government (PEG) cablecast programming required to be provided by Grantee will be two (2). The need for further access channels will be determined pursuant to Section 14-0406(H)(2) of the Ordinances of the City of West Fargo.

2.7 Production Studio and Equipment. Grantee must provide a location and suitable equipment in West Fargo where persons may insert recorded programs for showing on the local access channel.

Grantee will not charge for on-site or remote use of the access equipment, nor will Grantee charge for use of the studio facility for program production of one hour or less for non-commercial use.

In addition, Grantee will provide the City \$5,600 within 60 days of the date of this agreement to be used by the City or its designee to purchase equipment to be used for local access programming within the City. The City will provide Grantee a list of items purchased and the price so that Grantee can monitor that the funds are all appropriated for the purpose set forth above.

2.8 Remote Locations. Grantee agrees to provide wiring, up to a two hundred fifty (250) foot line extension, so as to allow and maintain a single drop, one outlet, for the following facilities:

1. West Fargo City Hall;
2. Any law enforcement center in the City of West Fargo;
3. Fire stations within the City of West Fargo;
4. All public library locations within the City limits;
5. Public Works Facility;
6. Any new or relocated non-residential public building located along existing cable plant.
7. One connection at all public and parochial schools;

If the line extension exceeds two hundred fifty (250) feet, the City will cover the cost of the extension beyond the first two hundred fifty (250) feet. This will be provided by Grantee at no charge for either the initial installation or for monthly Cable Service provided at each location. Each of these installations will include a single drop, one outlet, and up to two (2) converter boxes free of charge, if necessary to receive such services. Grantee will provide additional converter boxes to the City for a one time purchase fee of \$50 per box for use at authorized City accounts.

2.9 Franchise Not Exclusive. This Franchise is not exclusive. The City may grant additional franchises similar to or containing rights, privileges or authority different from the rights, privileges and authority herein set forth, through its proper offices, and in accordance with the Ordinance and applicable law; provided, however, that such additional grants will not be on terms and conditions more favorable or less burdensome to such new grantee than those applied to Grantee, nor operate to materially modify, revoke or terminate any rights granted to Grantee herein and must be in accord with the provisions of the Ordinance.

2.10 Conflict with Cable Ordinance. The provisions of the Ordinance are incorporated herein by reference as if set out in full, and form part of the terms and conditions of this Agreement. In event of any conflict between the terms and conditions of this Agreement and the provisions of the Ordinance, the specific terms or provisions of this Agreement will control, subject to applicable law. The City and Grantee reserve all rights they may possess under the law unless expressly waived herein.

2.11 Procedure for Enforcing Franchise Agreement. The procedures for enforcing violations or breaches of this Agreement or the Ordinance must be consistent with the procedures set forth in the Ordinance.

2.12 Franchise Renewal. Any renewal must be in accordance with the renewal provisions of Section 626 of the Cable Act. To the extent Section 626 of the Cable Act is no longer applicable to franchise renewals, the City and Grantee will conduct the franchise renewal process pursuant to the terms and provisions of Section 626 of the Cable Act as it existed on the effective date of this Agreement. Grantee reserves the right to seek a state issued franchise at any time, if North Dakota State law so allows.

2.13 Franchise Fee. Grantee must pay an annual Franchise Fee, in accordance with Section 622 of the Cable Act, to the City throughout the duration of this Agreement, of three percent (3%) of Grantee's average Gross Revenues during the most recent five (5) year period. The City may, upon ninety (90) days written notice to Grantee, raise or lower the Franchise Fee; provided that, in no event may the Franchise Fee exceed the maximum amount permitted by the FCC, federal or state government, or the courts.

1. "Gross Revenue" means all Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes, but is not limited to, monthly basic, premium, pay-per-view and other video fees, installation fees and equipment rental fees. Gross Revenue does not include advertising and home shopping revenue, refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

2.14 Bundled Services. Grantee agrees that if it bundles, packages, or combines services subject to the Franchise Fee with services that are not subject to the Franchise Fee, it will not do so for the purpose of avoiding the Franchise Fees; and, except as otherwise provided in this section, will allocate revenues derived from the bundled, combined, or packaged services in a manner that attributes a fair and reasonable amount of the revenues to the Cable Services component. This section is subject to the City's right to audit. This section is not intended to apply to reductions in Franchise Fees that result from other causes such as changes in the law, subscriber losses, subscriber service downgrades, *force majeure*, or short-term promotional activities.

2.15 Payments. Grantee's Franchise Fee payments to the City will be computed monthly following the Effective Date of this Agreement. Payments will be due and payable on or before the thirtieth (30th) calendar day following the last day of the previous month to the City during regular business hours. Each payment must be accompanied by a brief report showing the basis for the computation and such other relevant facts as may be required by the City. Acceptance of any payment will not be construed as an accord that the amount paid is the correct amount, nor will such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Agreement. All amounts paid will be subject to an optional audit and recomputation by the City. Any additional amount due the City as a result of such audit or recomputation must be paid within thirty (30) days following written notice by the City to Grantee, which notice will include a copy

of the audit. The audit cost will be paid by Grantee if payments have been underpaid by five percent (5%) or more. In the event Grantee disputes the City's audit findings, Grantee may appeal those findings to an independent certified public accountant, agreed upon by the parties, for final determination.

Payment to the City may be made either by electronic means, if available; or by check, made payable to the City of West Fargo, and delivered or sent by mail to the City Auditor.

2.19 Not Franchise Fees.

1. Grantee expressly acknowledges and agrees that except for the payments expressly required by Section 14-0410A of the Ordinance, none of the payments or contributions made by, or the services, equipment, facilities, support, resources, or other activities to be provided or performed by the Operator at the direction of the City or otherwise pursuant to this ordinance, or otherwise in connection with the construction, operation, maintenance, or upgrade of the System (including specifically, but not by way of limitation, such payments, contributions, services, equipment, facilities, support, resources, or other activities as described in or provided for in this Ordinance and the exhibits hereto) are franchise fees chargeable against the compensation payments to be paid to the City by Grantee pursuant to Section 14-0410A of the Ordinance.
2. Grantee expressly acknowledges and agrees that, as applicable, except for the compensation payments expressly required by Section 14-0410A of the Ordinance, each of the payments or contributions made by, or the services, equipment, facilities, support, resources, or other activities to be provided by Grantee, are within the exclusions from the term "franchise fee" set forth in Section 622(g) (2) of the Cable Act (47 U.S.C. 542(g)(2)).
3. Grantee expressly acknowledges and agrees that the compensation payments due from Grantee to the City pursuant to Section 14-0410A hereof, will take precedence over all other payments, contributions, services, equipment, facilities, support, resources, or other activities to be paid or supplied by Grantee pursuant to this Ordinance and the compensation and other payments to be made pursuant to this Section 14-0410A of this Ordinance will not be deemed to be in the nature of a tax, and will be in addition to any and all taxes of general applicability or other fees or charges which Grantee will be required to pay to the City or to any state or federal agency or authority, all of which will be separate and distinct obligations of Grantee.
4. Grantee will not have or make any claim for any deduction or other credit of all or any part of the amount of the compensation or other payments to be made pursuant to this Ordinance from or against any city or other governmental taxes of general applicability or other fees or charges,

including permit fees for excavation, which Grantee is required to pay to the City or other governmental agencies.

5. Unless permitted by applicable law, Grantee will not apply or seek to apply all or any part of the amount of the compensation or other payments to be made pursuant to this Ordinance as a deduction or other credit from or against any city or other government taxes of general applicability which will be deemed to be separate and distinct obligations of Grantee.
6. Unless permitted by applicable law, Grantee will not apply or seek to apply all or any part of the amount of any city or other governmental taxes or other fees or charge, including permit fees for excavation, of general applicability as a deduction or other credit from or against any of the compensation or other payments to be made pursuant to this Ordinance, each of which will be deemed to be separate and distinct obligations of Grantee.
7. Unless permitted by applicable law, if Grantee applies or seeks to apply all or any part of the amount of said compensation payments as a deduction or other credit from or against such city or other governmental taxes of general applicability or other fees or charges, or in the event that Grantee applies or seeks to apply all or any part of the amount of such taxes or other fees or charges as a deduction or other credit from or against said compensation obligations, the City may conduct an impartial investigation as to the permissibility of the deduction or credit, and if such investigation results in a finding that the deduction or credit was not permitted, the City may impose a late fee consisting of the maximum amount of interest allowed by law on the unpaid amount until it is paid plus a \$1,000 penalty fee.

2.20 Liability Insurance.

1. Grantee must, at its own cost and expense, obtain a liability insurance policy or policies, together with evidence in the form of a certificate of insurance, demonstrating that the premiums for said policy or policies have been paid and evidencing that said policy or policies must take effect and be furnished at or before the granting of a franchise. Such companies must carry a rating by Best of not less than "A." Such policy or policies must be issued by companies duly licensed to do business in the State. Such policy or policies must insure the company and the City and its officers, boards, commissions, elected officials, agents, and employees (through appropriate endorsements if necessary) against each and every form of liability of the company referred to in the Ordinance in the minimum combined amount of three million dollars (\$3,000,000.00) for bodily injury and property damage. The foregoing minimum limitation will not prohibit Grantee from obtaining a liability insurance policy or

policies in excess of such limitations, provided that the City, its officers, boards, commissions, elected officials, agents, and employees must be named as additional insureds to the full extent of any limitation contained in any such policy or policies obtained by Grantee.

2. The liability insurance policies required by this Agreement must be maintained by Grantee throughout the term of any franchise and such other period of time during which Grantee operates or is engaged in the removal of the system. Each such liability insurance policy must contain the following endorsement:

“It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until sixty (60) days after receipt by the City, by registered mail, of a written notice of such intent to cancel or not to renew.”

Within sixty (60) days after receipt by the City of said notice, and in no event later than ten (10) days prior to said cancellation, Grantee must obtain and furnish to the City a replacement certificate of insurance.

3. The legal liability of Grantee to the City and any person for any of the matters which are the subject of the liability insurance policies required by this section, including, without limitation, Grantee's indemnification obligation set forth in the Ordinance, will not be limited by such insurance policies nor by the recovery of any amounts thereunder, except to the extent necessary to avoid duplicative recovery from or payment by Grantee.

2.21 Limitation of Liability.

1. In any court proceeding involving any claim against the City or any official, member, employee, or agent of the City, arising from the regulation of cable service or from a good faith decision of approval or disapproval with respect to a grant, renewal, transfer or amendment of a permit, any relief, to the extent such relief is required by any other provision of Federal, State, or local law, will be limited to injunctive relief and declaratory relief.
2. The limitation contained in paragraph 1 of this subsection will not apply to actions that, prior to such violation, have been determined by a final order of a court of binding jurisdiction, no longer subject to appeal, to be in violation of Grantee's rights.
3. Nothing in this Agreement will be construed as limiting the relief authorized with respect to any claim against the City or any official, member, employee, or agent of the City, to the extent such claim involves

discrimination on the basis of race, color, sex, age, religion, national origin, or handicap.

4. Nothing in this Agreement will be construed as creating or authorizing liability of any kind, under any law, for any action or failure to act relating to cable service or the granting of a franchise by the City, or any official, member, employee, or agent of the City.

2.22 City's Right To Revoke. In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel any franchise granted pursuant to the Ordinance, and all rights and privileges pertaining thereto, in the event that, through willful failure, refusal or neglect:

1. Grantee substantially violates any material provision of this Agreement or the Ordinance; or
2. Grantee attempts to evade any of the material provisions of this Agreement or the Ordinance and refuses to cure it; or
3. Grantee is found guilty of practicing any fraud upon the City or any of Grantee's subscriber; or
4. Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged as bankrupt; or
5. Grantee knowingly misrepresents a material fact in the application for or negotiation of, or renegotiation of, or renewal of, this Agreement.

3.4 Definitions.

1. Normal Business Hours. The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers.
2. Normal Operating Conditions. The term "normal operating conditions" means those service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.
3. Service Interruption. The term "service interruption" means the loss of picture or sound on one or more cable channels.

3.7 Rate Review. The City reserves the right to regulate all rates and charges for Cable Service to the extent that it is authorized to do so by law. This section does not apply to digital music channels.

IN WITNESS WHEREOF, City and Grantee have executed this Agreement the day, month and year first above written.

Date: July 6, 2015

CITY OF WEST FARGO, NORTH
DAKOTA

By: Rich Mattern
Rich Mattern, President of the Board
of City Commissioners

By: James Brownlee
James Brownlee, City Auditor

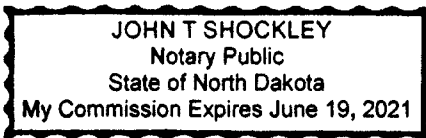
Date: 7/24/15

CABLE ONE, INC.

By: [Signature]
Its: VICE PRESIDENT

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

On this 6th day of July, 2015, before me, a Notary Public in and for said County and State, personally appeared Rich Mattern and James Brownlee, known to me to be the President of the Board of City Commissioners and City Auditor, respectively, of the City of West Fargo, North Dakota, and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of the City.

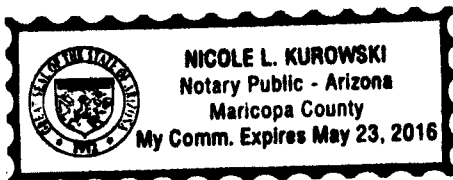


(SEAL)

[Signature]
Notary Public, Cass County, ND
My Commission Expires: 6-19-2021

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

On this 24th day of July, 2015, before me, a Notary Public in and for said County and State, personally appeared Mitch Bland, known to me to be the Vice President of Cable One, Inc., and who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of Cable One, Inc.



(SEAL)

[Signature]
Notary Public, Maricopa County, AZ
My Commission Expires: May 23, 2016

FIRST AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT (the “Amendment”) is made and entered into this ____ day of _____, 2024, by and between the City of West Fargo, a municipal corporation of the State of North Dakota (the “City”); and Midcontinent Communications, G.P. (the “Grantee”).

WHEREAS, City and Grantee entered into a Franchise Agreement on or about July 18, 2022 (the “Franchise Agreement”), attached to this Amendment as **Exhibit A**, relating to the operation, construction, maintenance, and reconstruction of a cable television system within the City; and

WHEREAS, pursuant to Section 14-0410(A)(1) of the City Ordinances, exact fees paid by operators to the City for a cable television franchise are to be set forth in a franchise agreement; and

WHEREAS, Section 2.13 of the Franchise Agreement authorizes the City to raise franchise fees, upon ninety (90) days written notice to Grantee; provided, the franchise fee does not exceed the maximum amount permitted by law; and

WHEREAS, on March 4, 2024, the City Commission approved the increase of the franchise fee from three percent (3%) to four percent (4%), and provided written notice to Grantee in accordance with the Franchise Agreement.

NOW, THEREFORE, the parties do hereby agree as follows:

1. The first sentence of Section 2.13 of the Franchise Agreement is hereby amended as follows (with struck language to be deleted and underlined language to be added):

Grantee must pay an annual Franchise Fee, in accordance with Section 622 of the Cable Act, to the City throughout the duration of this Agreement, of ~~three percent (3%)~~ four percent (4%) of Grantee’s average Gross Revenues during the most recent five (5) year period.

2. This Amendment modifies and supplements the Franchise Agreement. Wherever a conflict exists between this Amendment and the Franchise Agreement, the provisions of this Amendment will control. All other terms of the Franchise Agreement will remain in full force and effect, except as specifically modified by this Amendment.
3. This Amendment may be signed in counterparts, meaning that the agreement is valid if signed by both parties even if the signatures of the parties appear on separate copies of the same agreement rather than on a single document. An electronic signature shall be

considered an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be made and entered into on the day and year first written above.

(Signatures appear on the following pages.)

CITY:

City of West Fargo, North Dakota

Bernie Dardis, President of the Board of
City Commissioners

Dustin Scott, City Administrator

GRANTEE:

Midcontinent Communications, G.P.

By: _____

Its: _____

Exhibit A

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement"), is made and entered into this 18th day of July, 2022 (the "Effective Date"), by and between the City of West Fargo, a municipal corporation of the State of North Dakota (the "City"), and Midcontinent Communications, G.P. (the "Grantee").

WITNESSETH

THIS AGREEMENT is subject to the laws of the State of North Dakota, the rules and regulations of the Federal Communications Commission ("FCC"), the Communications Act of 1934, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, as amended, or as superseded by new statutes.

WHEREAS, pursuant to Ordinance No. 801 codified in Chapter 14-0401.B of the Ordinances of the City of West Fargo (the "Ordinance"), the City is authorized to grant one or more nonexclusive franchises to operate, construct, maintain and reconstruct a cable television system within the City; and

WHEREAS, the City, after due evaluation of Grantee, and after a public hearing, has determined that it is in the best interest of the City and its residents to grant a franchise to Grantee.

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

SECTION 1. GENERAL PROVISIONS

1.1 Definitions. Capitalized terms used in this Agreement will be defined as set forth in the Ordinance unless (i) otherwise defined herein, or (ii) the context requires otherwise.

1.2 Written Notice. All notices, reports or demands required or permitted to be given under this Agreement or the Ordinance must be in writing and will be deemed to be given when received by the party designated below, sent via registered or certified mail, postage prepaid, return receipt requested, addressed to the party to which notice, report or demand is being given, as follows:

If to City:

City of West Fargo
City Auditor
800 Fourth Avenue East
West Fargo, ND 58078

If to Grantee:

Midcontinent Communications, G.P.
Nancy Vogel, Director of Regulatory Finance
3901 North Louise Avenue
Sioux Falls, SD 57107

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

1.3 Compliance with the Ordinance. Grantee agrees they will comply with all the terms and conditions set forth in the Ordinance. The Ordinance, including all requirements and provisions therein, is incorporated in and made part of this Agreement by reference just as if fully written herein.

1.4 Compliance with State and Federal Laws and Rules. The City and Grantee must conform to state laws and rules regarding cable communications no longer than one year after they become effective, unless otherwise stated. The City and Grantee will conform to federal laws and regulations regarding cable as they become effective.

1.5 Governing Law. This Agreement will be construed and enforced in accordance with North Dakota law and, where applicable, United States federal law; the parties and this Agreement are subject to North Dakota and applicable United States federal law; any litigation arising out of this Agreement will be venued in either Cass County District Court or U.S. District Court, District of North Dakota; the parties waive any objection to personal jurisdiction or venue; and no parties can or will assert the law of any other state, country, or jurisdiction to avoid liability or to challenge jurisdiction or venue.

1.6 Severability. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties agree that this Agreement will be reformed to replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined to be invalid, illegal, or unenforceable.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant. This Agreement is executed in accordance with the provisions of the Ordinance and supersedes and extinguishes any other franchise or other authorization held by Grantee to operate a Cable Television System or provide Service within the City. This Agreement provides Grantee a non-exclusive Franchise to install, construct, reconstruct, operate, maintain and remove a Cable System within the City in accordance with the terms set forth in this Agreement and in the Ordinance.

2.2 Right of City to Issue and Renew Franchise. Grantee acknowledges and accepts the right of the City to issue the franchise granted pursuant to this Agreement, and Grantee

agrees that it will not now or at any time hereafter challenge any lawful exercise of this right by City in any local, State or Federal court.

2.3 Effective Date. This Agreement will be effective on the Effective Date, provided that said date is no later than ninety (90) days after the date the City Commission, by Resolution, approves this Agreement (the "Approval Date").

2.4 Term. The term of this Agreement will be for the period of fifteen (15) years commencing on the Effective Date. At the expiration of the fifteen (15) year term, this Agreement will expire and be of no force or effect unless the Franchise is renewed in accordance with the Ordinance, this Agreement and applicable laws.

2.5 System Design. Grantee will provide additional or new facilities and equipment, expand channel capacity and otherwise upgrade or rebuild its system throughout the franchise term, as required to incorporate improvements in technology to reasonably meet the needs and interests of the community in light of the costs thereof.

2.6 Access Channels. Pursuant to Section 14-0406(H) of the Ordinances of the City of West Fargo, the City and Grantee agree that the initial number of local access stations to be used for public, educational and government (PEG) cablecast programming required to be provided by Grantee will be two (2). The need for further access channels will be determined pursuant to Section 14-0406(H)(2) of the Ordinances of the City of West Fargo.

2.7 Production Studio and Equipment. Grantee must provide a location and suitable equipment in West Fargo where persons may insert recorded programs for showing on the local access channel.

Grantee will not charge for on-site or remote use of the access equipment, nor will Grantee charge for use of the studio facility for program production of one hour or less for non-commercial use.

In addition, Grantee will provide the City \$5,000 within 60 days of the date of this agreement to be used by the City or its designee to purchase equipment to be used for local access programming within the City. The City will provide Grantee a list of items purchased and the price so that Grantee can monitor that the funds are all appropriated for the purpose set forth above.

2.8 Remote Locations. Grantee agrees to provide wiring, up to a two hundred fifty (250) foot line extension, so as to allow and maintain a single drop, one outlet, for the following facilities:

1. West Fargo City Hall;
2. Any law enforcement center in the City of West Fargo;
3. Fire stations within the City of West Fargo;
4. All public library locations within the City limits;
5. The Lights Plaza

6. The Parking Garage for the Lights Plaza
7. The POW/MIA Plaza
8. Public Works Facility;
9. Any new or relocated non-residential public building located along existing cable plant.
10. One connection at all public and parochial schools;

If the line extension exceeds two hundred fifty (250) feet, the City will cover the cost of the extension beyond the first two hundred fifty (250) feet. This will be provided by Grantee at no charge for either the initial installation or for monthly Cable Service provided at each location. Each of these installations will include a single drop, one outlet, and up to two (2) converter boxes free of charge, if necessary to receive such services. Grantee will provide additional converter boxes to the City for a one time purchase fee of \$50 per box for use at authorized City accounts.

2.9 Franchise Not Exclusive. This Franchise is not exclusive. The City may grant additional franchises similar to or containing rights, privileges or authority different from the rights, privileges and authority herein set forth, through its proper offices, and in accordance with the Ordinance and applicable law; provided, however, that such additional grants will not be on terms and conditions more favorable or less burdensome to such new grantee than those applied to Grantee, nor operate to materially modify, revoke or terminate any rights granted to Grantee herein and must be in accord with the provisions of the Ordinance.

2.10 Conflict with Cable Ordinance. The provisions of the Ordinance are incorporated herein by reference as if set out in full, and form part of the terms and conditions of this Agreement. In event of any conflict between the terms and conditions of this Agreement and the provisions of the Ordinance, the specific terms or provisions of this Agreement will control, subject to applicable law. The City and Grantee reserve all rights they may possess under the law unless expressly waived herein.

2.11 Procedure for Enforcing Franchise Agreement. The procedures for enforcing violations or breaches of this Agreement or the Ordinance must be consistent with the procedures set forth in the Ordinance.

2.12 Franchise Renewal. Any renewal must be in accordance with the renewal provisions of Section 626 of the Cable Act. To the extent Section 626 of the Cable Act is no longer applicable to franchise renewals, the City and Grantee will conduct the franchise renewal process pursuant to the terms and provisions of Section 626 of the Cable Act as it existed on the effective date of this Agreement. Grantee reserves the right to seek a state issued franchise at any time, if North Dakota State law so allows.

2.13 Franchise Fee. Grantee must pay an annual Franchise Fee, in accordance with Section 622 of the Cable Act, to the City throughout the duration of this Agreement, of three percent (3%) of Grantee's average Gross Revenues during the most recent five (5) year period. The City may, upon ninety (90) days written notice to Grantee, raise or lower the Franchise Fee;

provided that, in no event may the Franchise Fee exceed the maximum amount permitted by the FCC, federal or state government, or the courts.

1. "Gross Revenue" means all Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes, but is not limited to, monthly basic, premium, pay-per-view and other video fees, installation fees and equipment rental fees. Gross Revenue does not include advertising and home shopping revenue, refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

2.14 Bundled Services. Grantee agrees that if it bundles, packages, or combines services subject to the Franchise Fee with services that are not subject to the Franchise Fee, it will not do so for the purpose of avoiding the Franchise Fees; and, except as otherwise provided in this section, will allocate revenues derived from the bundled, combined, or packaged services in a manner that attributes a fair and reasonable amount of the revenues to the Cable Services component. This section is subject to the City's right to audit. This section is not intended to apply to reductions in Franchise Fees that result from other causes such as changes in the law, subscriber losses, subscriber service downgrades, *force majeure*, or short-term promotional activities.

2.15 Payments. Grantee's Franchise Fee payments to the City will be computed monthly following the Effective Date of this Agreement. Payments will be due and payable on or before the thirtieth (30th) calendar day following the last day of the previous month to the City during regular business hours. Each payment must be accompanied by a brief report showing the basis for the computation and such other relevant facts as may be required by the City. Acceptance of any payment will not be construed as an accord that the amount paid is the correct amount, nor will such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Agreement. All amounts paid will be subject to an optional audit and recomputation by the City. Any additional amount due the City as a result of such audit or recomputation must be paid within thirty (30) days following written notice by the City to Grantee, which notice will include a copy of the audit. The audit cost will be paid by Grantee if payments have been underpaid by five percent (5%) or more. In the event Grantee disputes the City's audit findings, Grantee may appeal those findings to an independent certified public accountant, agreed upon by the parties, for final determination.

Payment to the City may be made either by electronic means, if available; or by check, made payable to the City of West Fargo, and delivered or sent by mail to the City Auditor.

2.16 Not Franchise Fees.

1. Grantee expressly acknowledges and agrees that except for the payments expressly required by Section 14-0410A of the Ordinance, none of the

payments or contributions made by, or the services, equipment, facilities, support, resources, or other activities to be provided or performed by the Operator at the direction of the City or otherwise pursuant to this ordinance, or otherwise in connection with the construction, operation, maintenance, or upgrade of the System (including specifically, but not by way of limitation, such payments, contributions, services, equipment, facilities, support, resources, or other activities as described in or provided for in this Ordinance and the exhibits hereto) are franchise fees chargeable against the compensation payments to be paid to the City by Grantee pursuant to Section 14-0410A of the Ordinance.

2. Grantee expressly acknowledges and agrees that, as applicable, except for the compensation payments expressly required by Section 14-0410A of the Ordinance, each of the payments or contributions made by, or the services, equipment, facilities, support, resources, or other activities to be provided by Grantee, are within the exclusions from the term "franchise fee" set forth in Section 622(g) (2) of the Cable Act (47 U.S.C. 542(g)(2)).
3. Grantee expressly acknowledges and agrees that the compensation payments due from Grantee to the City pursuant to Section 14-0410A hereof, will take precedence over all other payments, contributions, services, equipment, facilities, support, resources, or other activities to be paid or supplied by Grantee pursuant to this Ordinance and the compensation and other payments to be made pursuant to this Section 14-0410A of this Ordinance will not be deemed to be in the nature of a tax, and will be in addition to any and all taxes of general applicability or other fees or charges which Grantee will be required to pay to the City or to any state or federal agency or authority, all of which will be separate and distinct obligations of Grantee.
4. Grantee will not have or make any claim for any deduction or other credit of all or any part of the amount of the compensation or other payments to be made pursuant to this Ordinance from or against any city or other governmental taxes of general applicability or other fees or charges, including permit fees for excavation, which Grantee is required to pay to the City or other governmental agencies.
5. Unless permitted by applicable law, Grantee will not apply or seek to apply all or any part of the amount of the compensation or other payments to be made pursuant to this Ordinance as a deduction or other credit from or against any city or other government taxes of general applicability which will be deemed to be separate and distinct obligations of Grantee.
6. Unless permitted by applicable law, Grantee will not apply or seek to apply all or any part of the amount of any city or other governmental taxes or other fees or charge, including permit fees for excavation, of general

applicability as a deduction or other credit from or against any of the compensation or other payments to be made pursuant to this Ordinance, each of which will be deemed to be separate and distinct obligations of Grantee.

7. Unless permitted by applicable law, if Grantee applies or seeks to apply all or any part of the amount of said compensation payments as a deduction or other credit from or against such city or other governmental taxes of general applicability or other fees or charges, or in the event that Grantee applies or seeks to apply all or any part of the amount of such taxes or other fees or charges as a deduction or other credit from or against said compensation obligations, the City may conduct an impartial investigation as to the permissibility of the deduction or credit, and if such investigation results in a finding that the deduction or credit was not permitted, the City may impose a late fee consisting of the maximum amount of interest allowed by law on the unpaid amount until it is paid plus a \$1,000 penalty fee.

2.17 Liability Insurance.

1. Grantee must, at its own cost and expense, obtain a liability insurance policy or policies, together with evidence in the form of a certificate of insurance, demonstrating that the premiums for said policy or policies have been paid and evidencing that said policy or policies must take effect and be furnished at or before the granting of a franchise. Such companies must carry a rating by Best of not less than "A." Such policy or policies must be issued by companies duly licensed to do business in the State. Such policy or policies must insure the company and the City and its officers, boards, commissions, elected officials, agents, and employees (through appropriate endorsements if necessary) against each and every form of liability of the company referred to in the Ordinance in the minimum combined amount of three million dollars (\$3,000,000.00) for bodily injury and property damage. The foregoing minimum limitation will not prohibit Grantee from obtaining a liability insurance policy or policies in excess of such limitations, provided that the City, its officers, boards, commissions, elected officials, agents, and employees must be named as additional insureds to the full extent of any limitation contained in any such policy or policies obtained by Grantee.
2. The liability insurance policies required by this Agreement must be maintained by Grantee throughout the term of any franchise and such other period of time during which Grantee operates or is engaged in the removal of the system. Each such liability insurance policy must contain the following endorsement:

“It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until sixty (60) days after receipt by the City, by registered mail, of a written notice of such intent to cancel or not to renew.”

Within sixty (60) days after receipt by the City of said notice, and in no event later than ten (10) days prior to said cancellation, Grantee must obtain and furnish to the City a replacement certificate of insurance.

3. The legal liability of Grantee to the City and any person for any of the matters which are the subject of the liability insurance policies required by this section, including, without limitation, Grantee's indemnification obligation set forth in the Ordinance, will not be limited by such insurance policies nor by the recovery of any amounts thereunder, except to the extent necessary to avoid duplicative recovery from or payment by Grantee.

2.18 Limitation of Liability.

1. In any court proceeding involving any claim against the City or any official, member, employee, or agent of the City, arising from the regulation of cable service or from a good faith decision of approval or disapproval with respect to a grant, renewal, transfer or amendment of a permit, any relief, to the extent such relief is required by any other provision of Federal, State, or local law, will be limited to injunctive relief and declaratory relief.
2. The limitation contained in paragraph 1 of this subsection will not apply to actions that, prior to such violation, have been determined by a final order of a court of binding jurisdiction, no longer subject to appeal, to be in violation of Grantee's rights.
3. Nothing in this Agreement will be construed as limiting the relief authorized with respect to any claim against the City or any official, member, employee, or agent of the City, to the extent such claim involves discrimination on the basis of race, color, sex, age, religion, national origin, or handicap.
4. Nothing in this Agreement will be construed as creating or authorizing liability of any kind, under any law, for any action or failure to act relating to cable service or the granting of a franchise by the City, or any official, member, employee, or agent of the City.

2.19 City's Right To Revoke. In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel any franchise

granted pursuant to the Ordinance, and all rights and privileges pertaining thereto, in the event that, through willful failure, refusal or neglect:

1. Grantee substantially violates any material provision of this Agreement or the Ordinance; or
2. Grantee attempts to evade any of the material provisions of this Agreement or the Ordinance and refuses to cure it; or
3. Grantee is found guilty of practicing any fraud upon the City or any of Grantee's subscriber; or
4. Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged as bankrupt; or
5. Grantee knowingly misrepresents a material fact in the application for or negotiation of, or renegotiation of, or renewal of, this Agreement.

2.20 Definitions.

1. Normal Business Hours. The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers.
2. Normal Operating Conditions. The term "normal operating conditions" means those service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.
3. Service Interruption. The term "service interruption" means the loss of picture or sound on one or more cable channels.

2.21 Rate Review. The City reserves the right to regulate all rates and charges for Cable Service to the extent that it is authorized to do so by law. This section does not apply to digital music channels.

(Signatures on following page)

IN WITNESS WHEREOF, City and Grantee have executed this Agreement the day,
month and year first above written.

Date: August 30, 2022

CITY OF WEST FARGO, NORTH
DAKOTA

By: Bernie L. Dardis

Bernie L. Dardis, President of the
Board of City Commissioners

By: Tina Fisk
Tina Fisk, City Auditor

Date: August 30, 2022

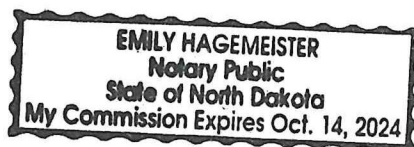
MIDCONTINENT COMMUNICATIONS,
G.P.

By: Wang C. Vogel
Its: Director of Regulatory Finance

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

On this 30th day of August, 2022, before me, a Notary Public in and for said
County and State, personally appeared Bernie L. Dardis and Tina Fisk, known to me to be the
President of the Board of City Commissioners and City Auditor, respectively, of the City of
West Fargo, North Dakota, and who executed the foregoing instrument and acknowledged to me
that they executed the same on behalf of the City.

(SEAL)



Emily Hagermeister
Notary Public

STATE OF South Dakota)
) ss.
COUNTY OF Minnehaha)

On this 30th day of August, 2022, before me, a Notary Public in and
for said County and State, personally appeared Nancy Vogel,
known to me to be the Director of Regulatory of Midcontinent Communications, G.P.,
Finance
that is described in and who executed the foregoing instrument and acknowledged to me that
she executed the same on behalf of Midcontinent Communication, G.P.



(SEAL)

Karen Hartenhoff
Notary Public