

**The 582nd Policy Board Meeting**  
**Fargo-Moorhead Metropolitan Council of Governments**  
**THURSDAY, October 15, 2020 – 4:00 p.m.**  
**Fargo, North Dakota**  
**OVERALL AGENDA**

1. Call to Order and Introductions
  - a. Introductions Information Item
  - b. Approve Order and Contents of the Overall Agenda Action Item
  - c. Approve Minutes of the September 17, 2020 Board Meeting Action Item
  - d. Approve October 2020 Bills Action Item
2. Consent Agenda Action Item
  - a. September End of Month Report
  - b. 3<sup>rd</sup> Quarter Report
  - c. Clay County Comprehensive and Transportation Plan
  - d. Managed IT Contract
3. Regular Agenda
  - a. Public Comment Opportunity Public Input
  - b. FM Greenway Recreation Master Plan Action Item
  - c. Leasing of additional space Action Item
  - d. NDDOT Transportation Connection – October Update Action Item
4. Additional Business Information Item
5. Adjourn

REMINDER: The next Metro COG Policy Board Meeting will be held Thursday, November 12, 2020 at 4:00 p.m.

Due to ongoing public health concerns related to COVID-19, Metro COG is encouraging citizens to provide their comments for consent agenda and regular agenda items on the October 15 agenda via email to [leach@fmmetrocog.org](mailto:leach@fmmetrocog.org). To ensure your comments are received prior to the meeting, please submit them by 12:00 p.m. on the day of the meeting and reference which agenda item your comments address. If you would like to appear via video or audio link for comments or questions on a regular agenda or public hearing item, please provide your e-mail address and contact information to the above e-mail at least one business day before the meeting.

**For Public Participation, please REGISTER with the following link:**  
[https://us02web.zoom.us/webinar/register/WN\\_grdxwNPwTfS4AMBuMdk2nA](https://us02web.zoom.us/webinar/register/WN_grdxwNPwTfS4AMBuMdk2nA)

Red Action Items require roll call votes.

Full Agenda packets can be found on the Metro COG Web Site at <http://www.fmmetrocog.org>

NOTE: Given the participation of Fargo City Commissioners at Policy Board meetings, such meetings may constitute open public meetings of the City of Fargo.

Metro COG is committed to ensuring all individuals, regardless of race, color, sex, age, national origin, disability/handicap, sexual orientation, and/or income status have access to Metro COG's programs and services. Meeting facilities will be accessible to mobility impaired individuals. Metro COG will make a good faith effort to accommodate requests for translation services for meeting proceedings and related materials. Please contact Savanna Leach, Metro COG Executive Assistant, at 701-532-5100 at least five days in advance of the meeting if any special accommodations are required for any member of the public to be able to participate in the meeting.

## Agenda Item 1c, Attachment 1

**581st Policy Board Meeting  
Fargo-Moorhead Metropolitan Council of Governments  
Thursday, September 17, 2020 – 4:00 pm  
Metro COG Conference Room**

**Members Present:**

|         |              |                            |
|---------|--------------|----------------------------|
| Duane   | Breitling    | Cass County Commission     |
| Amanda  | George       | West Fargo City Commission |
| John    | Gunkelman    | Fargo Planning Commission  |
| Chuck   | Hendrickson  | Moorhead City Council      |
| Steve   | Jesme        | Dilworth City Council      |
| Jenny   | Mongeau      | Clay County Commission     |
| Brad    | Olson        | West Fargo City Commission |
| Dave    | Piepkorn     | Fargo City Commission      |
| Arlette | Preston      | Fargo City Commission      |
| Rocky   | Schneider    | Fargo Planning Commission  |
| John    | Strand       | Fargo City Commission      |
| Sara    | Watson Curry | Moorhead City Council      |

**Members Absent:**

|           |         |                           |
|-----------|---------|---------------------------|
| David     | Fenelon | Horace City Council       |
| Tony      | Gehrig  | Fargo City Commission     |
| Johnathan | Judd    | Moorhead City Council     |
| Maranda   | Tasa    | Fargo Planning Commission |

**Others Present:**

|         |             |                        |
|---------|-------------|------------------------|
| Adam    | Altenburg   | Metro COG              |
| Luke    | Champa      | Metro COG              |
| Ari     | Del Rosario | Metro COG              |
| Dan     | Farnsworth  | Metro COG              |
| Joni    | Giese       | SRF Consulting         |
| Cindy   | Gray        | Metro COG              |
| Savanna | Leach       | Metro COG              |
| Michael | Maddox      | Metro COG              |
| Jimmy   | Shoemaker   | Alta Planning          |
| Bob     | Walton      | NDDOT – Fargo District |

**1a. MEETING CALLED TO ORDER, WELCOME, AND INTRODUCTIONS, convened**

The meeting was called to order at 4:00 pm, on September 17, 2020 by Chair Olson, noting a quorum was present. Introductions were made.

**1b. Approve Order and Contents of Overall Agenda, approved**

Chair Olson asked for approval for the overall agenda.

**MOTION: Approve the contents of the Overall Agenda of the September 17, 2020 Policy Board Meeting.**

**Ms. Watson Curry moved, seconded by Ms. Mongeau**

**MOTION, passed**

**Motion carried unanimously.**

**1c. Past Meeting Minutes, approved**

Chair Olson asked for approval of the Minutes of the August 20, 2020 Meeting.

**MOTION: Approve the August 20, 2020 Policy Board Meeting Minutes.**

**Mr. Breitling moved, seconded by Mr. Gunkelman**

**MOTION, passed**

**Motion carried unanimously.**

**1d. Monthly Bills, approved**

Chair Olson asked for approval of the September 2020 Bills as listed on Attachment 1d.

Mr. Breitling asked why the Medicare and social security withholding for payroll is listed twice, with a one cent difference. Ms. Gray said she did not know, but will follow-up with the agency accountant.\*

*\*Follow-up note – information was later provided that the amount denoted by "ee" is paid by the employee, and the amount denoted by "er" is paid by the employer, and the one cent difference is due to rounding.*

**MOTION: Approve the September 2020 Bills List.**

**Ms. Watson Curry moved, seconded by Mr. Breitling**

**MOTION, passed**

**Motion carried unanimously.**

**2. CONSENT AGENDA**

**Chair Olson asked for approval of Item A on the Consent Agenda.**

a. August Month End Report

Ms. Gray noted that the 200 category for staff hours is close to reaching 100% allocated time, but a UPWP amendment is usually approved at the end of the year to adjust those allocations.

**MOTION: Approve Item A on the Consent Agenda.**

**Ms. George moved, seconded by Mr. Hendrickson**

**MOTION, passed**

**Motion carried unanimously.**

**3. REGULAR AGENDA**

**3a. Public Comment Opportunity**

No public comments were made or received.

**No MOTION**

**3b. NDDOT Transportation Connection**

Mr. Bream presented an update to the North Dakota Department of Transportation's *Transportation Connection*, the NDDOT's statewide

transportation plan. Policy Board members and others were encouraged to go to the project website to participate in the scenario planning exercise.

**3c. 2021-2024 Transportation Improvement Program (TIP)**

Mr. Champa presented the final draft of the 2021-2024 Transportation Improvement Program (TIP). Three public notices were posted in the Forum. The public was further notified through electronic outreach (e-mail blasts, Facebook campaigns, website posts, etc), Metro COG held a virtual online open house, which yielded a successful turnout. Mr. Champa highlighted items that have been added to the TIP since the initial draft that was released in July. These projects included Regionally Significant and Regionally Significant locally funded projects, as well as a few others where changes were brought to his attention during the review process at the TTC meeting. These changes were addressed in the document provided to the Policy Board.

Chair Olson asked if there were any final public comments. No comments were received.

**MOTION: Approve the Final Draft Metro COG 2021-2024 Transportation Improvement Program (TIP).**

**Mr. Gunkelman moved, seconded by Ms. Watson Curry.**

**MOTION, passed**

**Motion carried unanimously.**

**3d. FM Greenway Recreation Master Plan**

Mr. Altenburg presented the FM Greenway Recreation Master Plan. Mr. Altenburg presented the project's visions for recreation opportunities, trails, nature reserves, etc. A key component for this plan is a recommendation to establish a governance structure for the design and implementation of recreational facilities, operations, and programming. Metro COG was recommended as a lead governing entity, which has not been established, and would need extensive structure and funding sources before consideration.

Ms. Gray noted there has been discussion/debate on the plan's recommendation of Metro COG as the governing agency. Ms. Gray stressed that this is a recommendation in the document, but in no way a final decision.

Ms. George stated her support for the vision and facilities included in the plan, stating she hopes it can become reality. She also noted concerns with the governance and funding recommendations, and the potential impact on local jurisdictions. She asked how in-depth the conversation with state-level organizations were in regards to funding. Mr. Altenburg stated that multiple conversations occurred with the ND Parks and Recreation. The ND Parks & Rec is interested in possible collaboration in the future, but the agency indicated they are mostly able to aid with low-level recreation nodes. They also have reservations regarding their staffing levels and ability to take on a facility of this size and nature. Securing state funding would also be a potential difficulty.

Mr. Schneider commented that one governance entity seems a massive undertaking, and that collaboration with other local entities and jurisdictions would help alleviate this. Ms. Gray noted that the document does recommend this collaboration. Mr. Schneider is hesitant for Metro COG to be that lead entity. He also noted that there seems to be a distance from Minnesota overall in the document. Ms. Gray stated there is a potential to connect to Minnesota trails, which could be part of a larger involvement at that time. Minnesota entities also did not show interest with involvement, even though they were invited to sit on the study review committee. Mr. Schneider also noted that some language in the document could be considered adversarial towards Minnesota entities, which should be reviewed before finalization.

Chair Olson asked if the park districts are able to cross jurisdictional lines to financially manage and maintain any part of those nodes. Ms. Gray and Mr. Altenburg noted that in the past, and possibly currently, the Fargo Park District owns and is managing areas in Cass County, outside of the Fargo city limits.

Ms. George asked if Metro COG is staffed adequately to become a governance entity for the greenway. Ms. Gray said that depends on the level of responsibility that would fall on Metro COG when that decision is being considered. Federal funding for transportation planning, which is where Metro COG receives most of its funding, could not be used for this type of governance, and other funding would need to be secured. Ms. Gray added that Metro COG will always be involved in trail planning and ensuring connectivity to the trails within the future greenway, but beyond that, federal transportation planning funds cannot be used for plan implementation or on-going operations and maintenance.

Ms. George is concerned with the document recommending Metro COG as the governing entity, and would consider tabling the approval. Ms. Gray said that the document is not a final decision, but makes those recommendations to further this for the Diversion Authority and the P3. She explained that there are elements of the proposed project that cannot be elaborated on in detail in terms of the level to which they could be included with the P3 project. She added that language changes can be made within the report to address the Policy Board's input.

**MOTION: Table the approval of the Final document until the October Policy Board meeting to allow for language changes and further review of the document by Policy Board members.**

**Mr. Piepkorn moved, seconded by Ms. George**

**MOTION, passed**

**Motion carried unanimously.**

**3e. 2021-2022 Draft Unified Planning Work Program (UPWP)**

Ms. Gray presented the final draft of the 2021-2022 Unified Planning Work Program (UPWP). Ms. Gray briefly went through the contracted projects programmed for 2021 and 2022, and highlighted three internal projects for which project descriptions were added after the previous draft was released. Ms. Gray

received updated numbers from NDSU's ATAC, which is working on four of the carryover projects. She showed the revised carryover amounts based on estimates from ATAC, and stated that these numbers will be updated in the document before submittal to the state and federal agencies.

**MOTION: Approve the 2021-2022 UPWP for submittal to NDDOT, MnDOT, FHWA, and FTA for their 30-day review**

**Mr. Breitling moved, seconded by Mr. Hendrickson**

**MOTION, passed**

**Motion carried unanimously.**

**3f. 2020 Bicycle and Pedestrian Count Report / Changes in Bicycle/Pedestrian Activity due to COVID-19**

Mr. Farnsworth presented the annual bicycle and pedestrian count report.

Mr. Farnsworth presented a brief study of the effects of COVID-19 to the bicycle and pedestrian counts in 2020, drawing the TTC's attention to the increase in the use of trail facilities during the spring and summer months (April – July) of the COVID pandemic. Ms. Gray stated that it will be interesting to look at August and September to see if these trends continue. She stated that this is good information for our local jurisdictions as it demonstrates how valuable these facilities are to the public, especially during times when they are specifically seeking healthy outdoor activities as recreational or commuting alternatives.

**4. Additional Business**

No additional business.

**5. Adjourn**

**MOTION: Adjourn the 581st Meeting of the FM Metro COG Policy Board**

**Mr. Breitling moved, seconded by Ms. Watson Curry**

**MOTION, passed.**

**Motion carried unanimously.**

The 581st Meeting of the FM Metro COG Policy Board held Thursday, September 17, 2020 was adjourned at 5:45 pm.

**THE NEXT FM METRO COG POLICY BOARD MEETING WILL BE HELD October 15, 2020, 4:00 P.M. AT THE FM METRO COG CONFERENCE ROOM, ONE NORTH 2ND STREET, CASE PLAZA SUITE 232, FARGO, ND.**

Respectfully Submitted,

Savanna Leach, PACE  
Executive Assistant



**To:** Policy Board  
**From:** Adam Altenburg, AICP  
**Date:** October 8, 2020  
**Re:** **Clay County Comprehensive and Transportation Plan**

The Fargo-Moorhead Metropolitan Council of Governments and Clay County are in the process of initiating an update of the 2002 Clay County Comprehensive Plan. This plan will examine existing conditions and economic, demographic, and social trends in the county as well as an in-depth look at transportation and related infrastructure needs. Emphasis will also be placed on an assessment of existing land use patterns, an analysis of supplementary planning strategies, revised goals and policies, and an action and implementation matrix to achieve community goals and initiatives.

The total cost to Metro COG for the performance of work pursuant to this agreement shall not exceed a total of \$18,300.00. This amount shall include all project costs including labor, general and administrative overhead, travel, fixed fees, materials, supplies, and other miscellaneous costs. Metro COG shall be responsible for \$58,605.14, or eligible project costs. Clay County shall be responsible for the additional \$18,223.51, or 100 percent of non-eligible project costs.

**Requested Action: Approve the contract and scope of work for the Clay County Comprehensive and Transportation Plan.**

**CLAY COUNTY, MINNESOTA  
and the  
FARGO-MOORHEAD METROPOLITAN  
COUNCIL OF GOVERNMENTS (METRO COG)  
CLAY COUNTY COMPREHENSIVE & TRANSPORTATION PLAN  
(2021#1002)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Fargo-Moorhead Metropolitan Council of Governments, hereinafter referred to as METRO COG; and Clay County, Minnesota, hereinafter referred to as CLAY COUNTY. This agreement shall cover services related to the Clay County Comprehensive & Transportation Plan.

**RECITALS**

**WHEREAS**, CLAY COUNTY desires to contract for services in the development and completion of the update to the 2002 Clay County Comprehensive Plan, and

**WHEREAS**, METRO COG has the necessary professional knowledge, experience, and expertise to undertake this project on behalf of CLAY COUNTY, and

**WHEREAS**, CLAY COUNTY desires to retain the services of METRO COG in the development and completion of the Clay County Comprehensive & Transportation Plan, and the services as more fully described in Exhibit A, attached to and made part of this agreement.

**NOW, THEREFORE, IT IS AGREED** by and between the parties hereto as follows:

**AGREEMENT**

**1. SCOPE OF SERVICES.** METRO COG shall perform those tasks and activities identified in Exhibit A. Any work requested by CLAY COUNTY beyond that identified in Exhibit A will require an amendment to this agreement.

**2. TERM.** This agreement shall extend from the date of its full execution to December 31, 2021, unless terminated pursuant to the termination or suspension of agreed services or the completion of services.

**3. SCHEDULE OF PERFORMANCE.** METRO COG shall complete the services within the term of this agreement and in accordance with the project schedule set forth in Exhibit C. Any services for which times for performance are not specified in this agreement shall be commenced and completed by METRO COG in a prompt and timely manner based upon the circumstances and direction communicated to METRO COG. The agreement to extend the term or the schedule of performance shall not preclude recovery of damages for delay if the extension is required due to the fault of METRO COG.

**4. NOT TO EXCEED COMPENSATION.** The compensation to be paid to METRO COG by CLAY COUNTY for performance of services described in Exhibit A, including payment for professional services and reimbursable expenses, shall not exceed eighteen thousand three hundred dollars (\$18,300). CLAY COUNTY reserves the option to amend this agreement if additional information not currently contained in Exhibit A is requested and agreed to by METRO COG.

**5. INVOICES.** METRO COG shall invoice CLAY COUNTY once upon project initiation for reimbursement of its share of locally funded project costs. Invoices shall describe the services to be performed and applicable charges based upon METRO COG's billing rates as set forth in Exhibit B. The information in METRO COG's payment requests shall be subject to verification by CLAY COUNTY.

**6. STANDARD OF CARE.** Services shall be performed by METRO COG or under METRO COG's supervision. METRO COG shall not assign nor transfer METRO COG's interest in this agreement without the express written consent of CLAY COUNTY. Any work requested by CLAY COUNTY outside of that identified in Exhibit A shall require an amendment to this agreement.

**7. AMENDMENTS.** The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instruction signed by both parties.

**8. APPLICABLE LAW.** This agreement is financed in part with funding from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). All services performed under this agreement shall comply with all applicable federal, state, and local laws, regulations, and procedures.

**9. INDEMNITY.** To the extent allowed under North Dakota law, CLAY COUNTY shall save and hold harmless METRO COG, its officers, agents, employees, and members, and the State of North Dakota and North Dakota Department of Transportation (NDDOT), its officers, agents, employees, and members from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of CLAY COUNTY, or its subcontractors, agents, or employees under this agreement. However, this paragraph will not apply to suits against METRO COG, the State of North Dakota, or NDDOT arising out of its negligence or intentional acts, or those of its employees, agents, or designees. Further, the indemnification set forth in this paragraph is limited to the specific dollar amounts set forth in N.D.C.C. § 32-12.1-03, as amended from time to time.

**10. OWNERSHIP OF MATERIALS.** All work products of METRO COG which result from this agreement are the property of METRO COG, its federal/state grantor agencies, and CLAY COUNTY.

**11. RECORDS.** METRO COG shall maintain accounting and project records as per adopted procedure. Such records shall be made available to CLAY COUNTY and the state/federal government for inspection and audit during the agreement term and for three (3) years after the expiration date of this agreement, unless any litigation, claim or audit is started before the expiration of the three (3) years, then the records shall be retained until such action is satisfied.

**12. NOTICES.** All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Adam Altenburg  
Metro COG  
One 2<sup>nd</sup> Street N, Suite 232  
Fargo, ND 58102

Matthew Jacobson  
Clay County  
807 11<sup>th</sup> Street N  
Moorhead, MN 56560

**13. CONFLICT OF INTEREST.** No official or employee of METRO COG, a state, or any other governmental instrumentality who is authorized in his or her official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for METRO COG, a state, or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his or her employment or retention by METRO COG, a state, or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by METRO COG, a state, or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of METRO COG, or such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

**14. SUSPENSION OF SERVICES OR TERMINATION OF AGREEMENT.** The right is reserved by CLAY COUNTY to suspend the performance of services in whole or in part, or to terminate the agreement with or without cause at any time upon ten (10) days prior written notice. The right is reserved by METRO COG to suspend the performance of services in whole or in part, or to terminate this agreement with or without cause at any time upon thirty (30) day written notice. Upon suspension or termination by either party, METRO COG shall immediately deliver to CLAY COUNTY any and all copies of studies, computations, and other data prepared by METRO COG or its contractors, whether completed or not. Such materials shall become the property of CLAY COUNTY. METRO COG shall be paid for services rendered or materials delivered to CLAY COUNTY in accordance with the scope of work on or before the effective date of suspension or termination.

**15. NON APPROPRIATIONS.** This agreement is subject to the fiscal provisions of CLAY COUNTY and METRO COG's annual budget, and the availability of federal transportation funds, as appropriate.

**16. MERGER.** This agreement constitutes the entire agreement between the parties. No waiver consent, modification, or change of terms of this agreement shall bind any party unless in writing and signed by all parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. CLAY COUNTY by the signature below of its authorized representative, hereby acknowledges that CLAY COUNTY has read this agreement, understands it, and agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF**, this agreement has been executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CLAY COUNTY

WITNESS

\_\_\_\_\_  
Chair, Board of Commissioners

\_\_\_\_\_  
County Administrator

FM METROPOLITAN COUNCIL  
OF GOVERNMENTS

WITNESS

\_\_\_\_\_  
Chair, Policy Board

\_\_\_\_\_  
Executive Director

## Exhibit A

### Clay County, Minnesota and the Fargo-Moorhead Metropolitan Council of Governments Clay County Comprehensive & Transportation Plan (2021#1002)

**Overview.** Consistent with contract 2021#1002, Metro COG shall review elements and activities related land use, transportation, and other components as part of an update to the 2002 Clay County Comprehensive Plan. The scope of work and general project approach for the preparation of the Clay County Comprehensive & Transportation Plan is set forth below.

**Scope of Work.** Metro COG has prepared the following scope of work for the Clay County Comprehensive & Transportation Plan. Metro COG envisions an update of the 2002 Clay County Comprehensive Plan to include an emphasis on nine major focus areas. This project would be initiated in January 2021, and would be completed on or before December 31, 2021. Project completion would constitute the adoption of the final Clay County Comprehensive & Transportation Plan by the Clay County Board of Commissioners. Below is a description of each focus area:

1. **Project Management.** Project management includes activities Metro COG shall be accountable for to fully manage the project such as staff time, technology and equipment needs, and documentation. Metro COG shall be responsible for scheduling and maintaining regular progress meetings with the Clay County Planning Director, preparing meeting agendas, and taking and reporting meeting minutes. Metro COG shall also be responsible for the preparation of progress reports and preparing and submitting invoices in a timely manner.
2. **Public Involvement.** Public involvement for the Clay County Comprehensive & Transportation Plan shall include a study review committee, personnel meetings, and two public input meetings as established in the project timeline. Clay County may also establish a broader citizen advisory committee to review and provide input on plan content.

The development of the plan shall be supported through the following components:

**Study Review Committee.** Development of the Comprehensive and Transportation Plan shall be guided by a study review committee (SRC) comprised of the following:

- Clay County Board of Commissioners
- Clay County Planning Commission
- Clay County Board of Adjustment
- Clay County Planning Director
- Clay County Engineer
- Clay County Public Health
- Metro COG
- Other county staff or personnel with technical expertise, as recommended

The SRC shall be the primary oversight committee for the project and will be appointed by the Clay County Board of Commissioners. The SRC shall meet approximately every other month between January 2021 and November 2021 (up to six (6) times) to provide oversight and input into the development of the Comprehensive and Transportation Plan. Metro COG shall be responsible for coordinating and scheduling SRC meetings, developing agendas, and recording meeting minutes.

**Advisory Committee.** Upon direction by the county, Clay County may establish a broader citizen advisory committee to further assist with issue identification specific to certain interest groups or stakeholders (elected city representatives, county officials, township officials, economic development, housing, industry, safety, minority/human rights, historical society, watershed districts, farmers, county residents, and others as appropriate). This group would meet no more than two (2) times throughout the project.

Metro COG would discuss existing conditions and other relevant information with advisory committee members with the intent of acquiring views, thoughts, comments, concerns, and suggestions relating to the following, at minimum: community context, land use, growth/development, economic development, transportation, infrastructure, environment, and parks/recreation.

**Personnel Meetings.** Upon direction by the county, Metro COG shall coordinate with county staff from various departments to gather additional input regarding county services and potential needs. These meetings may be one-on-one or as part of a small workshop. Metro COG shall coordinate and facilitate all personnel meetings.

**Public Input Meeting No. 1.** This public input meeting shall be used to finalize and verify the documentation of issues and solicit any additional comments, concerns, and viewpoints from the community at large. Metro COG shall provide existing condition information and acquire input from the public via a diversity of medium; which may include: graphics, surveys, presentations, informal discussions, and displays.

**Public Input Meeting No. 2.** The second public input meeting shall focus on the presentation of the draft Comprehensive & Transportation Plan; specifically, key principles and discussions that have been incorporated into the document, such as: demographics, growth projections, future land use, transportation, and implementation.

**Website, Social Media, and Surveys.** Metro COG shall create a project webpage to keep the community informed of planning activities and outcomes. This webpage will be located on Metro COG's website, with the ability to be linked and accessed by visitors to Clay County's website. Metro COG shall also create and share Facebook notifications to provide up-to-date project and meeting information. An online public input survey, as well as additional hard copy surveys, shall also be developed in cooperation with Clay County following project initiation to aid in issues identification. If desired, an optional second survey may be developed to gather input on plan recommendations.

3. **Community Profile.** Metro COG shall review existing census and demographic data and prepare a comprehensive community profile for Clay County with the intent of demonstrating the social and physical nature of the county and its connections to the greater Fargo-Moorhead metropolitan area. This information will be based on an understanding of current and previous planning efforts and programs affecting the county, and on input, inventories, or analyses undertaken by Metro COG. Previously compiled data will be used and incorporated where possible. Metro COG shall explore the county's existing conditions regarding development patterns, the economy, infrastructure, demographics, the history of the county, and make future projections for population growth, demographic change, and economic growth. Significant trends will be highlighted in the Plan, particularly if they are used to inform important plan strategies. Complete data and any supplementary analyses shall be included in an Appendix to the Comprehensive Plan. Metro COG shall, at minimum, compile and examine data regarding the following:

**Population.** Metro COG shall compile demographic statistics using Decennial Census information as well as current American Community Survey and Minnesota State Demographic Center projections.

**Housing.** Metro COG shall collect housing data including the Decennial Census, recent American Community Survey, Minnesota State Demographic Center, and city/county permit and building records.

**Economic Development.** Metro COG shall compile previously collected economic data by the county, the most recent U.S. Census Economic Census, and any other applicable data resources.

**Natural Resources.** Metro COG shall review environmental conditions to determine if there is need to adapt current implementation practices or development regulations to address protection of important natural resources.

**Natural Resources.** Metro COG shall develop an inventory and assessment of natural resources in Clay County including:

- Surface Water, Watersheds, Wetlands, and Floodplains
- Water Quality
- Forestlands
- Native Plant Communities
- Wildlife and Wildlife Habitats
- Rare, Endangered, and Threatened Species
- Soils, Landforms, and Geological Features

**Energy.** Metro COG shall review how the county currently generates, uses, and distributes energy and analyze present and forecasted energy needs.

**Cultural Resources.** Metro COG shall gather an inventory of local cultural resources, such as National Register Historic properties, scenic areas, or other historic and cultural resources.

**Utilities & Community Facilities.** Metro COG shall inventory and analyze the existing community facilities and determination of level of service for existing and planned community facilities and services including:

- Water Supply and Treatment
- Sewerage System and Wastewater Treatment
- Storm Water
- Solid Waste Facilities
- Public Safety
- Parks and Recreation

**Food Access.** Metro COG shall analyze food and health equity issues, the presence of food and nutrition programs, and the county policy and regulatory framework regarding food access and related food systems issues.

**Intergovernmental Coordination.** Metro COG shall compile a listing of intergovernmental agreements and organize material for analysis.

**NOTE:** Items in the Community Profile including housing, economic development, natural resources, energy, cultural resources, utilities and community facilities, and food access shall be funded 100 percent by Clay County. Metro COG shall allocate one hundred (100) hours to the development of these items.

4. **Land Use.** Metro COG shall prepare an overarching assessment of existing land use patterns and zoning regulations to determine various recommendations for innovation and sustainability. Metro COG shall, at minimum, prepare the following:

**Existing Land Use Map.** Metro COG shall conduct an existing land use inventory of Clay County. The map will be revised based upon input from county staff, stakeholders, and the general public as may be received. The method for producing the existing land use map shall be a combination of field survey, review and interpretation of aerial photographs, analysis of prior city and county land use maps, and tax assessor records. Metro COG shall also produce estimates of acreage within each existing land use category.

**Future Land Use Map & Narrative.** Metro COG shall prepare a future land use map and narrative using categories or classifications recommended by the county. The future land use plan shall be drafted and quantified to address transportation and mobility, open space, infrastructure, and other complexities that directly affect land use planning strategies.

5. **Transportation.** Metro COG shall establish a multi-modal transportation plan to focus on transportation and related infrastructure needs, as well as facilitate existing and projected growth patterns within Clay County. Close attention shall be paid to the findings and recommendations of state and regional transportation plans including MnDOT's 10-Year Capital Highway Investment Plan (CHIP), the MnDOT District 4 Manufactures' Perspectives on Minnesota's Transportation System, the Greater Minnesota Transit Investment Plan, Metro Grow – the adopted 2045 Metropolitan Transportation Plan (MTP) for the Fargo-Moorhead

metropolitan area, and other relevant plans. Additionally, the plan shall include recommendations for city and county programs for roadways and multimodal facilities, trucking and freight movements through the county, transit ridership, and a review of right-of-way and access management standards. Specific emphasis shall be given to potential corridor alignments, coordination activities, and opportunities for the proposed Heartland State Trail Extension – a multi-use trail which would link different communities in Clay County and ultimately connect with existing trails in adjacent Becker County – and possible connections to the North Country Trail. Metro COG's Bicycle and Pedestrian Plan Update will be taking place during the same timeframe, allowing opportunities for that plan and the Clay County Comprehensive Plan to inform each other during the process.

6. **Additional Planning Strategies.** Based upon an examination of information and data gathered in the community profile, Metro COG shall preform an in-depth analysis of supplementary planning strategies to address the following in Clay County:

- Housing
- Economic Development
- Natural Resources
- Energy
- Cultural Resources
- Utilities and Community Facilities
- Food Access

Planning strategies developed for these items may be based on previous reports and research, case studies, best practices, and guidance from county staff and the public. These strategies will provide county officials and residents new insight on current and future issues and set the tone for goals, policies, and implementation actions by the county.

**NOTE:** Additional planning strategies shall be funded 100 percent by Clay County. Metro COG shall allocate one hundred (100) hours to the development of these items.

7. **Goals & Policies.** Metro COG shall update and validate the current goals of the 2002 Comprehensive Plan. The update of the goals and policies shall be informed through the public involvement process, working with Clay County staff, and the study review committee.

**NOTE:** Goals and policies related to housing, economic development, natural resources, energy, cultural resources, utilities and community facilities, and food access shall be funded 100 percent by Clay County. Metro COG shall allocate twenty (20) hours to the development of these items.

8. **Implementation.** Metro COG shall develop an action and implementation plan to describe how the goals and policies should be carried out in the plan. Metro COG shall incorporate any new or revised goals or objectives informed through the public involvement process, working with Clay County staff, and the study review committee, and follow-up with corresponding policies or implementation measures. This includes any activities, initiatives, programs, ordinances, or administrative systems to be put in place to implement the plan. Metro COG shall include the following information for each listed policy:

- Brief description of the activity
- Legal authorization for the activity, if applicable
- Timeframe for initiating and completing the activity
- Responsible party for implementing the activity
- Estimated cost (if any) of implementing the activity
- Funding source(s), if applicable

**NOTE:** Items included in the implementation plan related to housing, economic development, natural resources, energy, cultural resources, utilities and community facilities, and food access shall be funded 100 percent by Clay County. Metro COG shall allocate twenty (20) hours to the development of these items.

9. **Executive Summary.** Metro COG shall develop an executive summary for the plan and a summary of recommendations for each of the Comprehensive and Transportation Plan elements.

**Fees for Service.** The total cost to Clay County for the performance of work pursuant to this agreement shall not exceed \$18,300. This amount shall include all project costs including labor, general and administrative overhead, travel, fixed fees, materials, supplies, and miscellaneous as detailed in Exhibit B. Metro COG shall be responsible for \$58,605.14, or eligible project costs, to be covered with Consolidated Planning Grant (CPG) funds. Clay County shall be responsible for \$18,223.51, or 100 percent of non-eligible project costs.

1. **Direct Costs.** Direct costs under this agreement shall be total direct labor hours (1,000 hours) multiplied by staff hourly rates for a total of \$44,520.00.
2. **Indirect Costs.** Indirect costs are recouped via the Indirect Allocation Rate (IAR) and are calculated by multiplying the IAR and total direct costs. Indirect costs under this agreement shall be the IAR (72.57 percent) multiplied by the total direct costs (\$44,520.00) for a total of \$32,308.65.
3. **Eligible Project Costs.** Eligible project costs include those with a direct relation to transportation. NDDOT and FHWA have estimated that 760 of the 1,000 hours allocated to the Clay County Comprehensive & Transportation Plan are eligible for CPG funding.
4. **Ineligible Project Costs.** Ineligible costs include tasks which do not have strong transportation-related focus or component. Metro COG has estimated that 240 of the 1,000 hours allocated to the Clay County Comprehensive & Transportation Plan are ineligible for CPG funding. These hours will be 100 percent locally funded by Clay County.
5. **Invoices.** Metro COG shall invoice Clay County upon project initiation for reimbursement of its share of locally funded project costs.

**Timeline.** To aid in the completion of the Clay County Comprehensive & Transportation Plan, Metro COG has developed a project timeline which specifies task activities and completion dates. The timeline for this project is detailed in Exhibit C.

**Final Deliverables.** Upon project completion, all electronic files of the Clay County Comprehensive & Transportation Plan (Microsoft Word, Adobe InDesign, Adobe PDF, and ArcGIS ArcMap) shall be handed over to Clay County on a USB flash drive. Metro COG shall provide eight (8) bound hardcopies of the final plan to Clay County.

## Exhibit B

### Fee Schedule and Staff Hours

| Staff                                       | Roles/Responsibility             | Hours              | Billable Rate | Cost               |
|---|----------------------------------|--------------------|---------------|--------------------|
| Transportation Planner                      | Trans. Assistance                | 40                 | 51.00         | \$2,040.00         |
| Community & Transportation Analyst          | Plan Development/Graphics/GIS    | 480                | 45.00         | \$21,600.00        |
| <i>Locally Funded</i>                       |                                  | 120                |               | \$5,400.00         |
| Assistant Planner                           | Trans. Assistance & Coordination | 240                | 43.00         | \$10,320.00        |
| <i>Locally Funded</i>                       |                                  | 120                |               | \$5,160.00         |
|   |                                  | <b>Total Hours</b> | <b>1,000</b>  |                    |
| Direct Costs (Labor)                        |                                  |                    |               | \$44,520.00        |
| Indirect Costs (Overhead)                   |                                  |                    |               | \$32,308.65        |
| <b>Total Budget - Direct/Indirect Costs</b> |                                  |                    |               | <b>\$76,828.65</b> |

|  |                    |
|--|--------------------|
| <b>Metro COG TOTAL</b>                       | <b>\$58,605.14</b> |
| <i>Consolidated Planning Grant (760 hrs)</i> |                    |
| <b>Clay County TOTAL</b>                     | <b>\$18,223.51</b> |
| <i>Locally Funded (240 hrs)</i>              |                    |

| Focus Areas and Staff Hours       | Transp. Planner | C+T Analyst | Assist. Planner | Total |                          |
|-----------------------------------|-----------------|-------------|-----------------|-------|--------------------------|
| 1. Project Management             | 40              | 20          |                 | 60    |                          |
| 2. Public Involvement             | 100             | 40          |                 | 140   |                          |
| 3. Community Profile              | 40              | 60          |                 | 200   |                          |
| <i>Locally Funded</i>             | 40              | 60          |                 |       | 100 hours locally funded |
| 4. Land Use                       | 80              | 40          |                 | 120   |                          |
| 5. Transportation                 | 40              | 160         | 40              | 240   |                          |
| 6. Additional Planning Strategies |                 |             |                 | 100   |                          |
| <i>Locally Funded</i>             | 60              | 40          |                 |       | 100 hours locally funded |
| 7. Goals & Policies               | 20              | 20          |                 | 60    |                          |
| <i>Locally Funded</i>             | 10              | 10          |                 |       | 20 hours locally funded  |
| 8. Implementation                 | 20              | 20          |                 | 60    |                          |
| <i>Locally Funded</i>             | 10              | 10          |                 |       | 20 hours locally funded  |
| 9. Executive Summary              | 20              |             |                 | 20    |                          |
| <b>Total Hours</b>                | 40              | 600         | 360             | 1,000 | 240 hours locally funded |

# Exhibit C

## Project Schedule

| Clay County Comprehensive & Transportation Plan Schedule |      |     |     |     |     |      |      |     |      |     |     |     |
|--|------|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|
|  | 2021 |     |     |     |     |      |      |     |      |     |     |     |
| Task   | Jan  | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec |
| <b>Mobilization</b>                                      |      |     |     |     |     |      |      |     |      |     |     |     |
| 1.1 - Project Initiation                                 |      |     |     |     |     |      |      |     |      |     |     |     |
| 1.2 - Background Data/Existing Conditions                |      | ■   |     |     |     |      |      |     |      |     |     |     |
|  |      |     |     |     |     |      |      |     |      |     |     |     |
| <b>Public Involvement</b>                                |      |     |     |     |     |      |      |     |      |     |     |     |
| 2.1 - Study Review Committee Meetings                    |      |     |     |     |     |      |      |     |      |     |     |     |
| 2.2 - Advisory Committee Meetings                        |      |     |     |     |     |      |      |     |      |     |     |     |
| 2.3 - Personnel Meetings                                 |      |     |     |     |     |      |      |     |      |     |     |     |
| 2.4 - Public Input Meetings                              |      |     |     |     |     |      |      |     |      |     |     |     |
|  |      |     |     |     |     |      |      |     |      |     |     |     |
| <b>Deliverables</b>                                      |      |     |     |     |     |      |      |     |      |     |     |     |
| 3.1 - Community Profile                                  |      |     | ■   |     |     |      |      |     |      |     |     |     |
| 3.2 - Issues Identification                              |      |     |     | ■   |     |      |      |     |      |     |     |     |
| 3.3 - Issues Analysis                                    |      |     |     |     |     | ■    |      |     |      |     |     |     |
| 3.4 - Land Use   |      |     |     |     |     |      | ■    |     |      |     |     |     |
| 3.5 - Transportation                                     |      |     |     |     |     |      |      | ■   |      |     |     |     |
| 3.6 - Additional Planning Strategies                     |      |     |     |     |     |      |      | ■   |      |     |     |     |
| 3.7 - Goals & Objectives                                 |      |     |     |     |     |      |      |     | ■    |     |     |     |
| 3.8 - Implementation                                     |      |     |     |     |     |      |      |     |      |     |     |     |
| 3.9 - Executive Summary                                  |      |     |     |     |     |      |      |     |      | ■   |     |     |
|  |      |     |     |     |     |      |      |     |      |     |     |     |
| <b>Document</b>  |      |     |     |     |     |      |      |     |      |     |     |     |
| 4.1 - Draft Plan   |      |     |     |     |     |      |      |     |      | ■   |     |     |
| 4.2 - Final Draft  |      |     |     |     |     |      |      |     |      |     | ■   |     |
| 4.3 - Adoption   |      |     |     |     |     |      |      |     |      |     |     | ■   |

■ = Task Completion



**To:** Policy Board Members  
**From:** Savanna Leach, PACE  
**Date:** 10/09/2020  
**Re:** **Managed IT Contract**

In November 2019, Metro COG entered into a one-year agreement with Read iTech for Managed IT services. Read iTech acts as the third-party tech support for Metro COG, and provides comprehensive onsite and cloud backups. In August of 2020, Metro COG solicited local providers for Managed IT procurement, and received four proposals, Read iTech included.

After careful consideration of the proposals, Metro COG has decided to retain Read iTech as their Managed IT provider, as they have provided reliable and satisfactory service. Metro COG would like to extend the contract with Read iTech for another three years. The monthly service agreement has increased only by \$25, totaling \$675 per month, and well within Metro COG's budgeted amount for Managed IT services. This amount will be locked in for the 36-month contract.

**Requested Action: Approve the contract extension with Read iTech for Managed IT services for three years.**

FM Metro COG  
Case Plaza, Suite 232  
1 2ND ST N  
Fargo, ND 58102

Dear Savanna,

The ReadiCare agreement is designed specifically for FM Metro COG. While it is based on the physical infrastructure, employee count and office locations, the whole encompasses much more. The intent of our ReadiCare agreement is for ReadiTech to serve as the IT department for FM Metro COG and provide every level of embedded support:

- C-Level consulting and guidance on IT policies and procedures
- Technical level support
- Service and help desk support - unlimited
- Project management for both IT and software development {as determined}
- Professional Onsite and Offsite Backup – Business Continuity/Disaster Recovery
- Professional Anti-Virus
- NOC Services
- Monitoring of workstations and servers

The true success of this agreement will begin with the working relationship, the trust, that we build.

I am excited about the opportunity we have together. You have my heartfelt thanks and appreciation for allowing me to be part of your team.

Best Regards,



Brian Cox

**A Professional Services Readicare RENEWAL Agreement between  
FM Metro COG & Readitech**

This Readicare Agreement is entered into on or as of the 1<sup>st</sup> day of November, 2020 (the "Effective Date") by and between Readitech, a corporation headquartered at 9628 Hwy 281, Ellendale, ND and having offices located at 2600 Demers Ave, Grand Forks, ND and 4870 Rocking Horse Circle South, Fargo, ND ("Seller"), and FM Metro COG, located at Case Plaza, Suite 232 1 2ND ST N Fargo, ND 58102. This agreement will include all office locations of FM Metro COG. The parties agree that the complete agreement between such parties with respect the Services contemplated by this Service Agreement shall consist of this Service Agreement, and the Service Levels set forth on Schedule A attached hereto and incorporated herein by reference (the "Service Levels"). Capitalized terms used in this Service Agreement and defined in the General Terms and Conditions shall have the meanings assigned in the General Terms and Conditions.

**A. Scope of Work:**

1. Readitech shall provide the following services, performed on the following devices and products as set forth below in accordance with this Service Agreement. The intention of this agreement is for Readitech to serve as FM Metro COG's "IT Department". Along with the stated technical services as stated below, Readitech will offer strategic planning, consulting, budget planning as required in the relationship. As part of this agreement, Readitech will work with FM Metro COG designated internal software lead to ensure smooth communications and effective management of both infrastructure and applications.

**B. Services Provided:**

1. Unlimited Service desk between the hours of 8:00AM until 5:00PM, Monday through Friday. An emergency service number will be provided. This will provide technical support beyond normal business hours with direct access to technical assistance.
2. Network Administration
  - i. Servers, Infrastructure, Computers, Printers Provide Antivirus and Anti-Spam service Patch Management
  - ii. Readibackup & DR - cloud based data backups, with restore capabilities
  - iii. After hours support and consulting onsite.
3. Professional anti-virus updated and managed by Readitech.
4. Professional Business Continuity Solution updated and managed by Readitech.
5. Warranty Facilitation: Expedite hardware covered under manufacturer warranty or support agreements.
6. Work on client's behalf with approved vendors to ensure optimal network performance.
7. Attend Management Meetings as appropriate IT-Budget Administration.
8. Hardware recommendations, planning and purchases.
9. Software recommendations, planning and purchases. Services recommendations, planning and purchases.



10. Project and IT Updates. Projects will be billed separately per project. We will review each project prior to approval.

11. Review and comment on the development of Procedures and Policies pertaining to IT. BC/DR.

C. Devices/Products Covered:

1. ReadiTech will cover the workstations (desktops, laptops, and thin clients) along with the physical and virtual servers onsite.
2. In addition, ReadiTech will function as the intermediary on FM Metro COG's behalf in working with any hosted solutions providers including Hosted website.

D. Excluded Services:

1. Client understands and agrees that services required to recover from failures and/or incidents caused by any of the following circumstances are not considered normal maintenance and are not covered under this Service Agreement:
  - i. Service and repair made necessary due to accidents or acts of God, damage from fire originating outside of equipment, water, wind, earthquakes, lightning, terrorism, transporting equipment, vandalism, or burglary;
  - ii. Service and repair made necessary by the alteration or modification of equipment other than that authorized by Seller;
  - iii. Service and repair of damage or problems caused by neglect, malicious activity, or misuse including, without limitation, use of the system(s) for purpose other than which it was designed, by the Client, its employees, or third-party contractors;
  - iv. Service or repair due to electrical damage caused by electrical wiring at system location or resulting from electrical surges, sags, or spikes;
  - v. Service and repair made necessary by bugs released by software vendors, e.g. adverse effects from installing updates or service packs;
  - vi. Service and repair made necessary by Internet or telephone service provider outages; and
  - vii. If in the reasonable opinion of Seller, as supported by its experience, any particular user's requests exceed a normal and reasonable frequency, Seller may advise the Client that the user's requests are excluded until such time as the user has received additional training.
2. Excluded Third Party Costs:
  - i. Client understands and agrees that the following third-party costs are not covered by the fees set forth in this Service Agreement and shall be charged by Seller to Client:
  - ii. Parts, hardware and software not covered by warranties;
  - iii. Third party equipment managed by another vendor
  - iv. Software licenses, subscription, or upgrade fees;
  - v. Manufacturer or vendor support fees, whether by annual contract or per incident;
  - vi. Consumable materials, such as printer cartridges and removable storage tapes/disks; and
  - vii. Shipping costs.



E. Additional Projects:

1. Client may occasionally require additional or amended services outside of the terms of this Service Agreement (collectively, "Additional Projects"). Seller will provide a detailed scope of work and labor quote for any Additional Project required by Client. Client will be required to execute a change order for any Additional Project before any work for such Project is performed and understands that a separate invoice(s) will be generated for such work. Examples of Additional Projects include:
  - i. Training and coaching;
  - ii. Reports other than those normally provided to Readicare clients;
  - iii. Website Development
  - iv. Setup, configuration and installation of new computer, electronic hardware & software
  - v. Custom Programming-Including software applications and website
  - vi. Virtualization
  - vii. Cabling and/or Electrical Wiring
  - viii. Video conferencing
  - ix. Telephone Systems
  - x. Video Surveillance
  - xi. Projects other than those normally performed by a help desk technician

F. Pricing:

1. In consideration for the Services contemplated by this Service Agreement, Client shall pay Seller as follows: Monthly, in advance at the agreed upon rate of **\$675.00\***
  - i. \$575.00/month for Readicare
  - ii. \$100.00/month for Business Continuity (Datto Alto - 1TB total)
2. The 1-Time setup fee for the agents and Backup Disaster Recovery Solution is **\$0.00**
3. Hourly Rates for Services Not Covered by Fixed Fee: All hourly labor fees are billed at the published rate in effect at the time service is requested. (Block Labor Rates = \$125.00/hour)
4. Payment Terms and Schedule: Net 10 after receipt of invoice
5. Reimbursement of Expenses: No Onsite charges will apply.

G. Timeline: Except as otherwise set forth herein, the Services contemplated by this Service Agreement shall commence as of the Effective Date.

H. Term: The term of this Service Agreement is as follows: 36 months

I. Client Obligations: Client shall be responsible for the following:

1. Software version: deployed by Client must match Vendors list of supported versions.
2. Software must be genuine. licensed and vendor-supported;
3. Hardware standards: Seller, in its reasonable opinion and supported by manufacturer information, may designate certain equipment as obsolete or defective, and therefore exclude it from coverage under this Service Agreement;
4. Hardware firewall with current firmware must be in place;
5. Wireless data traffic in the environment must be securely encrypted;



# ReadiTech

A DRN COMPANY

6. Broadband Internet access must be provided;
7. Seller must be provided with remote access (via VPN) to covered equipment;
8. Appropriate cabling to all covered computers and devices must be provided;
9. Appropriate air conditioning and ventilation for all covered computers and devices must be provided, in order to maintain temperature and air quality as specified by the applicable hardware manufacturers;
10. Power surge protection must be provided for all covered computers and devices;
11. Seller must be provided with convenient and timely access to the equipment covered under this Service Agreement, adequate working space and facilities within a reasonable distance of the equipment, and access to and use of all information, internal resources, and facilities determined necessary to service the equipment;

J. Additional Provisions:

1. ReadiTech will facilitate technology purchasing on behalf of FM Metro COG, as necessary, and will ensure appropriate recommendations. If multiple pricing options on equipment is required, ReadiTech will solicitate bids for all equipment: one of those bids may be from ReadiTech. At any time at the request of FM Metro COG, ReadiTech will recuse itself from bidding on any equipment that may be deemed a conflict of interest.

- K. Counterparts. This Service Agreement may be executed in multiple counterparts; each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

ACCEPTED AND AGREED:

SELLER:

ReadiTech

By: \_\_\_\_\_

Name: Brian Cox

Title: Sr.Sales Account Executive

Date:

ACCEPTED AND AGREED:

CLIENT:

FM Metro COG

By: \_\_\_\_\_

Name:

Title:

Date:



## SCHEDULE A

### GENERAL TERMS AND CONDITIONS

1. Service Agreements: This Schedule A, General Terms and Conditions ("General Terms and Conditions"), contains the general terms and conditions governing the relationship between the parties as part of any related Service Agreement.
2. Term: The term of each Service Agreement shall begin as of the Effective Date of such Service Agreement and continue for the term specified on such Service Agreement. The term of each Service Agreement shall automatically extend for the Renewal Term specified on such Service Agreement, unless such Service Agreement is terminated by either party by written notice of termination at least thirty (30) days prior to the expiration of such term then in effect, or until otherwise terminated pursuant to the provisions of such Service Agreement or these General Terms and Conditions.
3. Services: During the term of each Service Agreement, Seller shall provide Client the Services described on such Service Agreement. The Services shall be provided by Seller in accordance with the timeline, if any, set forth on such Service Agreement. Client shall satisfy all of Client's obligations, if any, set forth on such Service Agreement.
4. Except as otherwise provided on a Service Agreement, Client shall be responsible for providing the hardware, software and materials and for providing Seller with the information and access to Client's facility as are necessary for Seller to render the Services. Except as otherwise provided on a Service Agreement, Client shall be responsible for the application, operation, maintenance and support of its systems, hardware and software and all components thereof including, but not limited to, the implementation of appropriate procedures, training and safeguards and routine backups. To the extent required by Seller, Client shall provide Seller with a reasonable amount of secure space at Client's facility for storage by Seller of repair and maintenance materials as Seller deems necessary to perform the Services.
  - i. Except as otherwise provided on a Service Agreement, Seller or its licensors own the Services and Client shall have no proprietary rights in the Services or any software, processes, know-how, source code, source documentation, inventions, ideas and the like included within the Services, or in the intellectual property contained therein, or any documentation related to the Services. Client shall have a personal, non-transferable and non-exclusive license to use any software and documentation provided by Seller solely in connection with the Services. Client agrees not to duplicate such software or documentation, or any part thereof, except that Client may retain one copy for the purpose of backup. Client agrees not to assign, sublicense, transfer, lease, rent or share any license granted to Client hereunder, and not to reverse assemble, engineer, or decompile such software, or any part thereof, or otherwise misappropriate any of the intellectual property of Seller. To the extent that any software is included in or used by Seller in the performance of the Services, such software may be subject to a separate license agreement, if required by Seller.
  - ii. Except as otherwise provided on a Service Agreement, to the extent that Seller or any third party manufacturer specifies any preventative maintenance with respect to the services,



- iii. Client shall be responsible for such maintenance. Client is also responsible for performing routine backups and for keeping backup information in a safe and separate location.
  - iv. From time to time, Client may request that Seller provide additional or amended Services not covered by an existing Service Agreement, and the parties hereto may, but are not required to, agree to a change order for Services either by amending an existing Service Agreement or by entering into a new Service Agreement. Such change order, if executed, will specify the Services to be provided by Seller and terms for such Services, including, but not limited to, price terms.
5. **Compensation:** Client shall compensate Seller for the Services in accordance with the terms and payment schedule set forth on each Service Agreement. Client shall make payments to Seller in accordance with such payment schedule and within ten (10) days after receipt of an accurate invoice from Seller showing the value of the Services completed. Such invoice shall also itemize any reimbursable expenses. Client shall also pay any sales, use, value-added, or other tax or charge imposed by any governmental entity upon the sale, use or receipt of the Services. Late payments shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by applicable law, whichever is lower.
- i. Except as expressly set forth on a Service Agreement, Seller shall be responsible for all expenses incurred by Seller under such Service Agreement. To the extent that the reimbursement of any travel-related expenses is authorized on a Service Agreement, Client shall reimburse Seller for all reasonable expenses incurred by Seller for travel, lodging and sustenance when Seller is required to perform Services at locations other than Seller' offices.
6. **Installation:** To the extent that any products or materials are to be installed by Seller, Seller shall install such products or materials as specified on a Service Agreement. Installation dates are estimates only. Client shall be responsible for preparation and maintenance of the site for such installation, including, but not limited to, providing necessary electrical power and communication lines and proper air conditioning and humidity control.
7. **Warranties:** SELLER MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED REGARDING THE FUNCTIONALITY OF HARDWARE OR SOFTWARE, BUT INSTEAD RELIES ON THE WARRANTIES PROVIDED BY THE MANUFACTURER OF EACH PRODUCT. EXCEPT AS EXPRESSLY STATED IN ANY SERVICE AGREEMENT OR THESE GENERAL TERMS AND CONDITIONS, SELLER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
- i. Seller hereby warrants that any products or materials to be installed by Seller under any Service Agreement shall be performed or installed by Seller in a workmanlike manner, consistent with generally prevailing industry standards for comparable services, and in compliance with the requirements of such Service Agreement.
8. **Indemnification:** If the Services or any of the products or materials manufactured or created by Seller are proven to infringe a third party's trademark, patent, copyright or other intellectual property right, or Seller determines that any of the Services or such products or materials shall infringe such rights, or



Client is enjoined from using any of such products or materials, or any part of same, then Seller, at Seller's expense and sole option, shall (1) replace such infringing Services, products or materials with non-infringing, equivalent and conforming services, products or materials, (2) modify such infringing Services, products or materials, so such Services, products or materials become non-infringing, but continue to provide the same type and quality of performance and services, or (3) procure the right for Client to continue using such infringing Services, products or materials. This Section shall not apply to any products or materials manufactured or created by any third party or manufactured or created by Seller to Client's design or specifications. This Section shall also not apply to the extent the claim of infringement is caused by Client's misuse, abuse or modification of any products or materials, Client's failure to use corrections or enhancements made available by Seller, or Client's use of such products or materials in combination with any attachments, features or devices not supplied or approved by Seller. This Section states the entire liability of Seller and the exclusive remedy of Client for infringements by Services or any products or materials.

9. **Limitation of Liability:** IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ANY EMPLOYEE, AGENT OR CONTRACTOR OF CUSTOMER, OR ANY THIRD PARTY, FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO ANY SERVICE AGREEMENT OR THESE GENERAL TERMS AND CONDITIONS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. SELLER'S LIABILITY TO CUSTOMER UNDER ANY SERVICE AGREEMENT AND THESE GENERAL TERMS AND CONDITIONS SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SELLER PURSUANT TO SUCH SERVICE AGREEMENT FOR THE SERVICES DURING THE PRECEDING THIRTY SIX (36) MONTHS.
10. **Malicious Events:** If a security system for Client's network is included within the Services to be provided by Seller, Seller agrees to use commercially reasonable efforts to protect Client's network from malicious attack by computer viruses, computer worms and/or computer hackers (collectively, "malicious activities"). However, Client understands that no security system can guaranty complete protection against malicious activities as such attacks often involve the intentional action by third parties to invade and injure computer systems. Therefore, Client agrees to hold Seller harmless from any loss, injury or damage to Client or any hardware, software, and/or computer data of Client caused by such malicious activities.
11. **Confidentiality:** "Confidential Information" of a party hereto shall be deemed to include all information, materials and data disclosed or supplied by such party ("Disclosing Party") to the other party hereto receiving such information ("Receiving Party"), that Disclosing Party designates to be of a confidential nature. If disclosed in written or other tangible form or electronically, Confidential Information shall be marked by Disclosing Party as "Confidential". If disclosed orally or visually, Confidential Information shall be identified as such by Disclosing Party at the time of disclosure and designated as "Confidential" in a written memorandum of such disclosure, summarizing the Confidential Information sufficiently for identification, to be delivered by Disclosing Party to Receiving Party within thirty (30) days of such disclosure.

The following information shall not be considered Confidential Information hereunder: (1) information of Disclosing Party that is or becomes generally known within the relevant industry through no wrongful act or omission of Receiving Party or breach by Receiving Party of its obligations under any Service Agreement or these General Terms and Conditions; (2) information which Receiving Party can establish and document by

contemporaneous written proof was in the possession of or known by such party prior to its receipt of such information from Disclosing Party, without any obligation of confidentiality to Disclosing Party; (3) information that is rightfully disclosed to Receiving Party by a third party with no obligation of confidentiality to Disclosing Party; and (4) information which is independently developed by Receiving Party without use of or reference to Confidential Information of Disclosing Party, with Receiving Party bearing the burden of proving such independent development.

Confidential Information of Disclosing Party may not be used by Receiving Party for any purpose except in the performance of Receiving Party's obligations on behalf of Disclosing Party under any Service Agreement and engaging in related discussions with Disclosing Party. Receiving Party shall maintain the confidentiality of all of Disclosing Party's Confidential Information disclosed to Receiving Party hereunder and shall not disclose such Confidential Information to any person or entity, except as provided in any Service Agreement.

To the extent Receiving Party is required to disclose Confidential Information of Disclosing Party pursuant to any court or regulatory order, Receiving Party shall promptly notify Disclosing Party in writing of the existence, terms and circumstances surrounding such disclosure so that Disclosing Party may seek a protective order or other appropriate remedy from the proper authority. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or remedy. Receiving Party further agrees that if Receiving Party is required to disclose Confidential Information of Disclosing Party, Receiving Party shall furnish only that portion of Confidential Information that is legally required and shall exercise all reasonable efforts to obtain reliable, written assurances that confidential treatment shall be accorded Confidential Information.

Receiving Party shall promptly return to Disclosing Party all correspondence, memoranda, papers, files, records and other tangible materials embodying Disclosing Party's Confidential Information or from which such information may be derived, including all copies, extracts or other reproductions thereof, when Receiving Party no longer needs such Confidential Information to accomplish the performance of Receiving Party's obligations on behalf of Disclosing Party under any Service Agreement or when Disclosing Party requests its return, whichever occurs first, or certify to Disclosing Party that all such materials have been destroyed if Disclosing Party requests such destruction.

12. Non-Solicitation: During the term of any Service Agreement, and for a period of Thirty Six (36) months thereafter, Client agrees not to, directly or indirectly, solicit, recruit or employ any employee of Seller without the prior written consent of Seller.
13. Equitable Relief: A breach of Section 10 or Section 11 hereof by a party hereto cannot reasonably or adequately be compensated in damages in an action at law and shall cause irreparable harm and significant injury and damage to the other party hereto. By reason thereof, the aggrieved party hereto shall be entitled, in addition to any other remedies it may have under any Service Agreement or these General Terms and Conditions or otherwise, to seek and obtain immediate preliminary, interim and permanent injunctive or other equitable relief to prevent or curtail any actual or threatened breach of such Sections.
14. Reporting Requirements: During the term of each Service Agreement, Seller shall provide Client with such oral or written reports as described on Schedule B of such agreement.
15. Termination: The parties hereto may terminate any Service Agreement, and their respective obligations under such Service Agreement, as follows: (1) by mutual, written consent of the parties hereto; (2) by Seller, if Client fails to pay to Seller any payments under any Service Agreement when due, as

contemplated by such Service Agreement; (3) by any party hereto upon Thirty (30) days written notice if the other party hereto materially breaches any term of any Service Agreement or these General Terms and Conditions or otherwise fails to satisfy any promise or covenant made herein or in any Service Agreement, and further provided that such party shall fail to cure said breach or failure within such period; (4) by any party hereto upon written notice to the other party hereto if a proceeding is brought by the other party hereto in any court or under supervision of any court-appointed officer under any federal or state bankruptcy, reorganization, rearrangement, insolvency or debt readjustment law, or if any such proceedings are instituted against the other party hereto and it fails to obtain dismissal of such proceeding within Thirty (30) days after the same has been instituted; or (5) by Seller, with or without cause, upon Thirty (30) days' written notice of intent to terminate to Client.

Upon termination or expiration of any Service Agreement, for whatever reason, each of the parties hereto shall immediately cease using any and all Confidential Information of the other party hereto related to such Service Agreement, unless specifically authorized, in writing by such other party, and shall promptly return to such other party any and all of such information in its possession, and shall not publish or reveal, use or divulge, directly or indirectly, any of such information unless specifically authorized, in writing, by such other party. Without limiting the generality of the foregoing, the obligation to promptly return Confidential Information shall include, but not be limited to, the obligation to promptly erase any and all of such Confidential Information, and all images, compilations, copies, summaries or abstracts of such information, from computer storage, systems and related storage devices, tools and servers.

Termination or expiration of any Service Agreement shall not release any party hereto from any liability which has as of the date of such termination or expiration already accrued to the other party hereto, nor affect in any way the survival of any right, duty or obligation of either party hereto which is expressly stated elsewhere in such Service Agreement or these General Terms and Conditions to survive such termination or expiration hereof.

The provisions of this Section and of the Sections entitled Warranties, Indemnification, Limitation of Liability, Confidentiality, Non-solicitation and Equitable Relief shall survive any termination or expiration of any Service Agreement.

16. **Notices:** All notices, demands and communications required or permitted in connection with each Service Agreement shall be in writing and shall be deemed effectively given in all respects upon personal delivery or, via email, return receipt requested addressed to the party hereto at the address set forth in the first paragraph of such Service Agreement (or such other address for a party as shall hereafter be specified by like notice). Either party hereto may from time to time change its notification address by giving the other party hereto prior written notice of the new address and the effective date thereof.
17. **Relationship of the Parties:** Neither any Service Agreement nor these General Terms and Conditions shall create, nor shall be represented by either party hereto to create, a partnership, joint venture, employer-employee, master-servant, principal-agent, or other relationship whatsoever between the parties hereto.
18. **Modification or Waiver:** The parties hereto may, by mutual agreement, amend any provision of any Service Agreement or these General Terms and Conditions, and any party hereto may grant consent or

waive any right to which it is entitled under any Service Agreement or these General Terms and Conditions or any condition to its obligations under any Service Agreement or these General Terms and Conditions, provided that each such amendment, consent or waiver shall be in writing.

19. **Governing Law:** Each Service Agreement and these General Terms and Conditions shall be governed by and construed in accordance with the laws of the State of North Dakota and the federal laws of the United States of America. The parties hereto consent to submit to the jurisdiction of the Courts of the State of North Dakota for any actions, suits or proceedings arising out of or relating to each any Service Agreement or these General Terms and Conditions

## SCHEDULE A

### SERVICE LEVELS

#### Purpose of the SLA

The aim of the Service Level Agreement is to provide a clear and concise picture of the procedures and responsibilities that contribute towards the management of Readicare. The SLA includes those actions and information required from both Seller and Client to ensure that Seller is able to provide the offered level of service and that Client is able to support its own customer base.

#### Objective of the SLA

We view this Agreement as a building block that will contribute to a long-term relationship. Accordingly, no changes will be made to this document without the agreement of both organizations. This document will remain in force until explicitly superseded, replaced or terminated.

1. Definitions
  - a. Recovery Time Objective (RTO): The amount of time it takes to have the systems restored and available to users after a server failure.
  - b. Recovery Point Objective (RPO): Describes how far the recovered data are out of synch with the productions data at the time of the disaster.
  - c. Availability: The portion of time that a system can be used for productive work, expressed as a percentage.
  - d. Bandwidth: The amount of information that can be transmitted over communications lines at one time. The higher the bandwidth, the faster a file can be downloaded or uploaded, or the faster the Web page loads.
  - e. Response Time: The period of time from when a call is properly logged into a call tracking system to the time of response. This response may not result in fault resolution and should be understood to constitute an, 'initial contact' only.
2. Performance Metrics This SLA includes specific key service levels and performance metrics which are appropriate for the service(s) to be provided or the desired result. The chart below lists Client applications and services that are critical to running the business.

| APPLICATION         | WEEKDAYS            | WEEKENDS & HOLIDAYS | CRITICAL PEAK CYCLE |
|---------------------|---------------------|---------------------|---------------------|
| Replication Servers | 8:00 am – 5:00 pm   | 9:00 am – 4:00 pm   |                     |
| Domain Controller   | 8:00 am – 5:00 pm   | 9:00 am – 4:00 pm   |                     |
| Network Services    | 7:00 am – 9:00 pm   | 7:00 am – 6:00 pm   |                     |
| Readicare Dashboard | 12:00 am – 11:00 pm | 12:00 am – 11:00 pm |                     |

Table 1



Seller agrees to perform regular offsite maintenance and monitor equipment thresholds to meet the agreed upon uptime availability including planned maintenance and upgrades.

3. Availability has been agreed upon by Seller and Client which specifies the amount of time, expressed as a percentage that the applications and services are available for productive use as measured over a calendar month.
  - a. 98% of the time during the weekday hours stated in Table 1.
  - b. 95% during the stated weekend and holiday hours in table 1.

These availabilities are subject to the exclusions listed in the service agreement under Exclusions.

4. Problem Handling Should a problem occur that is not recognized by Seller ' s NOC in a timely manner the Client designated contact may contact dispatch to communicate the problem and its severity level. The chart below will act as a guide when requesting service. If after reporting the problem, choosing the problems criticality and starting resolution, the contact wants to move the problem to a higher level. The authorized contact may request dispatch to move the problem up one level at a 25% escalation charge.

| Severity 1 (Critical)   | Severity 2 (High)  | Severity 3 (Medium)  | Severity 4 (Low)   |
|---|--|--|--|
| <b>Business and Financial Exposure</b>  |  |  |  |
| <b>The application and or hardware failure creates a <u>serious</u> business and financial exposure</b>                                       | The application and or hardware failure creates a <u>serious</u> business and financial exposure                                       | The application and or hardware failure creates a <u>low</u> business and financial exposure   | The application and or hardware failure creates a <u>minimal</u> business and financial exposure   |
| <b>Work Outage</b>  |  |  |  |
| <b>The application and/or hardware failure causes the client to be unable to work or perform some <u>significant</u> portion of their job</b> | The application and/or hardware failure causes the client to be unable to work or perform some <u>significant</u> portion of their job | The application and/or hardware failure causes the client to be unable to work or perform some <u>small</u> portion of their job, but they are still able to complete most other tasks. May also include questions and request for information | The application and/or hardware failure causes the client to be unable to perform a <u>minor</u> portion of their job, but they are still able to complete most other tasks. |
| <b>Number of Clients Affected</b>   |  |  |  |
| <b>The application and/or hardware failure affects a <u>large</u> number of clients.</b>  | The application and/or hardware failure affects a <u>large</u> number of clients.  | The application and/or hardware failure affects a <u>small</u> number of clients.  | The application and/or hardware failure may only affect (1) or (2) clients.  |
| <b>Workaround</b>   |  |  |  |
| <b>There is <u>no</u> acceptable workaround to the problem (i.e., the job</b>   | There is <u>an</u> acceptable and implemented workaround to the problem (i.e., the job   | There <u>may or may not</u> be an acceptable workaround to the problem.  | There <u>is</u> likely an acceptable workaround to the problem.  |



|  |   |  |  |
|--|---|--|--|
| <b>cannot be performed in any other way).</b>  | can be performed in some other way).                              |  |  |
| <b>Response Time</b>   |   |  |  |
| <b>Within one (1) hour</b>   | Within four (4) hours   | Within eight (8) hours or by next business day                       | Within eight (8) hours or by next business day                       |
| <b>Resolution Time</b>   |   |  |  |
| <b>The maximum acceptable resolution time is 24 business hours, after initial response time.</b> | The maximum acceptable resolution time is five (5) business days. | The maximum acceptable resolution time is thirty (30) business days. | The maximum acceptable resolution time is ninety (90) calendar days. |

5. Support Hours: All support requests are handled by Dispatch. Regular business hours are 8:00 AM - 5:00 PM Monday through Friday. Special requests for service outside of normal business hours should be made three (3) days in advance; dispatch will do their best to accommodate all scheduling requests. Requests for service outside on normal business hours will be assessed time and one half with a two hour minimum.
6. Reporting: Throughout the calendar month Seller monitors network performance and availability. Within 5 days after the end of each calendar month Client will receive a status report that will include:
  - a. Executive Summary and recommendations
  - b. CPU Utilization
  - c. Disk Usage
  - d. Memory Utilization
  - e. Virtual Memory Usage
  - f. Virus Definition status
  - g. Operating System update status
  - h. Backup system pass/fail

The monthly report will also compare actual uptime performance against this SLA to document compliance or non-compliance. If the SLA is out of compliance a corrective action plan will be included in order to meet SLA availability requirements.

7. Maintenance: Client has chosen planned maintenance hours to be 6 AM to 8 AM M-F. These hours may be adjusted by mutual agreement between the two parties. Non routine maintenance hours may be declared by Seller when network failure is eminent. The NOC will attempt to notify the designated contact if a maintenance emergency is declared. An emergency number is provided as part of this agreement.
  - a. Monitoring frequency: The Client's system probes report to the Readicare dashboard 24X7.
  - b. Response to monitoring alerts: The NOC technician reacts to alerts generated by the dashboard during regular business hours. The response may include noting the alert as advisory or generating a service order to have a network engineer correct the alert.



- c. Testing/installing software updates: Each system monitored has some unique devices, drivers or software installed on the servers. This makes it difficult if not impossible to test an update before installation. Seller procedure is to install critical patches or updates, reboot the server to apply the updates, and then if problems develop, uninstall the updates and notify the software vendor. Table 2 describes the procedure for all of the updates.

## Software Updates & Patches, Schedule by Criticality

| Criticality | Criteria  | Test & (Dis)Approve               | Install                          |
|-------------|---|-----------------------------------|----------------------------------|
| 1           | <b>Critical</b><br>Affect system performance or security            | 3 days monitor system performance | Uninstall if destabilizes system |
| 2           | <b>Normal</b><br>Feature release does not impact system performance | 1 month                           | 1 month                          |
| 3           | <b>Service Release</b><br>Culmination of patch updates              | 6 months                          | 6 month                          |

8. Security: The information gathered from Client's system is sent encrypted to a host computer within Seller's network. Routinely the alert information is flowing out of the network while the Client's firewall prevents unauthorized access to internal resources. Through this agreement Client has given permission for the NOC Technician to enter the network to perform all of the services described within these documents. Each remote entry into the client's network by the Seller will be logged and reported each month.
9. Disaster Recovery: In the event that services are disrupted, operating systems fail or data is lost due to events beyond the Seller' control, a disaster emergency may be declared by either party. Disasters will be considered a severity level 1, which will initiate the response procedures outlined in the severity chart. Disaster recovery response is dependent upon Client procedures, Seller will do it's best to assist the Client to recover from unforeseen disasters however all responses are a billable event at the Client's direction.

| Disaster Event | Initial Response   | RTO *   |
|----------------|--|---------|
| Lost Data      | Restore file(s) from Client's most recent backup         | 2 Hours |
|                | Restore entire data set from Client's most recent backup | 8 Hours |

|                  |   |          |
|------------------|---|----------|
| Hardware Failure | After new hardware has been received or repaired, restore system from most recent system backup and restore most recent data backup | 36 Hours |
| System Failure   | Restore System from most recent system backup, assumes data files remain intact   | 12 Hours |
|                  | Restore system files and data files from most recent system and data backup   | 18 Hours |

*\*Client must have infrastructure and software to support the RTO's.*

10. **Remedies:** Seller has agreed to provide the Client the use of their system for a guaranteed length of time each month as stated in section 3 (availability). This percentage of uptime availability is considered the target level of service Client can expect. Should availability fall below the agreed upon level in any one month Seller agrees to issue a service credit to Client applicable to the following month's service billing. The service credit will be 10% of one month's service billing for each 1% drop below the target service level to a maximum of 100% of the total month's service. This credit if applicable will be applied to the following month's service billing. The service level credit if issued is the sole and exclusive remedy of the Client under the circumstances.

Should service level fall below 80% availability in any one month the Client may cancel this agreement for cause and incur no cancellation penalties.

11. **Exceptional Circumstances:** Seller reserves the right, in exceptional circumstances, to implement changes to prevent degradation of critical applications without the Client's prior approval. Any such changes must be communicated to the Client's designated contact as soon as possible. Any such instance must be documented and is subject to subsequent review.
12. **Change process:** Changes to this agreement may be negotiated based on changing business or service needs or significant variances from service commitments. Members of either organization can submit requests for changes to the designated contacts, who will negotiate the changes. All changes must be approved by an officer of either organizations or their designees. When changes are approved, changes will be recorded in the document log.

**To:** Policy Board  
**From:** Cindy Gray, Executive Director, and Adam Altenburg, AICP  
**Date:** October 8, 2020  
**Re:** **FM Greenway Recreation Master Plan**

Based on comments and input received at the September TTC and Policy Board meetings, Metro COG has provided several supplementary edits to the draft FM Greenway Recreation Master Plan. These edits include:

- Rewording of the process of identifying of a lead governing entity, or consortium of entities, that would assist with on-going planning, implementation and programming efforts for the greenway (Ch. 7); and
- Revised language to the Benefits chapter (Ch. 6) to modify the description of the regional tourism benefits, and to add information about how the greenway has the potential to tie in with other existing and planned regional trail network efforts in Minnesota and North Dakota.

The rewording is shown in Attachment 1 (edited language is shown in light blue). If the rewording of these two chapters is acceptable to the Policy Board, it will be incorporated into the document and language will be consistently modified in the Executive Summary.

**Requested Action: Recommend approval of the revised FM Diversion Recreation Plan, subject to the attached revised language being incorporated into the final document, and recommend that the Policy Board direct Metro COG to continue serving as a regional planning resource by working with local jurisdictions and the FM Diversion Authority to assist in early-stage greenway planning/coordination and identification of governance entities.**

## BENEFITS CASE FOR RECREATION, Page 6.1

### **TOURISM (original text)**

Annually North Dakotans make over 160,000 trips to Minnesota for outdoor-based recreation, leading to the leakage of tourism spending and associated lost fiscal revenue that could otherwise remain local. Given the strong desire expressed by residents for additional recreational opportunities in the region, the FM Greenway presents the opportunity to capture back a portion of those trips. The greenway will retain a portion of the recreation currently occurring in Minnesota, with the associated recreation-based revenue being retained locally.

Gaining back just 20 percent of those trips will generate over \$100 million over 20 years. The FM Greenway will also attract net new local and regional visitors in addition to recapturing lost trips. Based on comparable greenways in similar climates, the greenway has the potential to attract approximately 90,000 visitors per year, resulting in another \$18 million of new visitor spending over 20 years.

### **TOURISM (revised)**

*Annually North Dakotans make hundreds of thousands of trips outside the state for outdoor-based recreation. Similarly, metro area residents also travel outside the region and outside our bi-state area in pursuit of outdoor recreation opportunities. This leads to tourism spending and associated lost fiscal revenue that could otherwise remain within our bi-state metropolitan region. Given the strong desire expressed by residents for additional recreational opportunities in the region, the FM Greenway presents the opportunity to provide residents with features they currently look for elsewhere, and even enhance our region's economy by attracting others to the area to experience the trails, facilities and future events along the greenway. Our region already attracts visitors for many other reasons, ranging from business to medical care to shopping to education, and the greenway will add to the overall draw to the region. Based on estimates of recreational trips seeking outdoor features outside of our region, gaining, the greenway has the potential to generate over \$100 million over 20 years.*

*Further adding to the future attraction of this feature to the region, efforts are currently underway to fund an extension of the Heartland Trail from its current terminus near the Detroit Lakes, MN area through Clay County to Dilworth and Moorhead, MN. This sets up opportunities to connect with trail systems in the Fargo-Moorhead metropolitan region, which will be studied in the 2021 update of the Bicycle and Pedestrian Plan. In addition, the North Country Trail, which traverses the Dakota Prairie Grasslands both south and west of the metro area, offers another opportunity for a regional connection. This will also be examined further as part of the 2021 update of the Bicycle and Pedestrian Plan.*

*The FM Greenway will also attract net new local and regional visitors in addition to recapturing lost trips. Based on comparable greenways in similar climates, the greenway has the potential to attract approximately 90,000 visitors per year, resulting in another \$18 million of new visitor spending over 20 years.*

## IMPLEMENTATION, Pages 7.1 - 7.2

### **GREENWAY GOVERNANCE STRUCTURE (revised)**

*A key component to the successful implementation of the FM Greenway is the establishment of a governance structure for the design and implementation of recreational facilities and for on-going operations and programming. An effective governance structure should be guided by the following principles:*

- *Leverage existing capacity of existing recreation, cultural and educational institutions*
- *Produce high quality operations and programming*
- *Support FM Greenway brand development, which may include renaming of the facility*
- *Secure diverse funding streams*
- *Ensure accountability to the public*

### GOVERNANCE STRUCTURE ROLES AND RESPONSIBILITIES

The key governance roles and responsibilities for the development and operation of the greenway's recreational components will evolve as the greenway moves through the following three phases:

- Planning and Design
- Construction
- Stewardship

Given the scale of the FM Greenway, it is expected that various segments or nodes along the greenway will advance through planning, design and construction quicker than other segments/nodes.

### **PLANNING AND DESIGN PHASE (revised)**

*During the planning and design phase, the governing entity should focus on crafting a publicly supported vision to build project champions and attract funders. Key governance functions during this phase may include:*

- **Vision Stewardship and Design.** *Implementation of the FM Greenway will require strong leadership that promotes and advocates for the greenway vision and ensures the greenway final design is consistent with the vision.*
- **Marketing.** *The greenway vision and brand will need to be marketed in order to generate enthusiasm and support for its implementation.*
- **Stakeholder Engagement and Advocacy.** *Continued engagement with project stakeholders will help to refine the vision, as well as establish project partners and advocates.*
- **Capital and Operating Fundraising.** *Initial approaches for capital and operating fundraising must be developed in order to establish the feasibility of the greenway vision. This will require a high level of coordination with end user groups, such as local park districts and others.*

*During this phase, it is also important to start focusing on ways to activate the greenway. Activation is key for attracting constituents for the greenway, and if done properly, will in turn build excitement for the greenway and enhance the FM Greenway brand.*

### CONSTRUCTION PHASE

Construction of the greenway will take a phased approach. Initially, the primary underlying structure of the greenway, the FM Area Diversion, will be constructed by a P3 Developer and the USACE. These entities will be responsible for constructing the diversion channel and the southern embankment, which will be the foundation on which the recreation trails will be placed. The governing entity should closely collaborate with these entities during this initial construction to ensure that construction of diversion features is done in a manner that does not preclude the implementation of additional recreation features in the future. Once the underlying structure of the greenway is constructed via the P3 Developer and the USACE, the governing entity will be responsible for the long-term implementation of additional

recreation features either on, or adjacent to, the diversion channel and southern embankment. This phase of construction will require the governing entity to support capital fundraising, secure regulatory approvals and manage construction activities.

#### STEWARDSHIP

A successful FM Greenway will necessitate that the governing entity build capacity to deliver robust programming and high-quality operations. Key governance functions during the stewardship phase include:

- **Programming**, which is key to provide high quality experiences for the community and tourists.
- **Routine Operations and Maintenance** needed to ensure facilities provide safe and comfortable recreation experiences.
- **Ongoing Operating Fundraising** as user fees charged for recreation programming is rarely at a level to fully cover associated programming expenses.
- **Ongoing Marketing** is needed to ensure potential users are aware of available programs, to maintain and build the greenway brand, and to continue drawing in recreation-based tourism.
- **Ongoing Community Engagement** to ensure the greenway continues to deliver relevant and desired recreation facilities and programming.

#### **IDENTIFICATION OF A LEAD GOVERNING ENTITY (revised)**

*At the start of the study, multiple entities appeared well-positioned to participate in the implementation of recreation along the greenway including:*

- Audubon Dakota
- Cass County
- Fargo Park District
- FM Diversion Authority
- Metro COG
- North Dakota Parks and Recreation
- River Keepers
- Sierra Club Dacotah Chapter
- West Fargo Park District

*After initial focus group discussions, it was clear that Metro COG or the FM Diversion Authority both have the potential to serve as the lead governing entity in charge of all management decisions and execution of the greenway. It is recognized that both entities currently have limited existing capacity and would need additional funding sources, but stakeholders expressed a limited desire to create a new entity.*

*An analysis of Metro COG and the FM Diversion Authority concluded that Metro COG is the entity best suited to govern the greenway at this time. In addition, the FM Diversion Authority expressed their primary role should be continued flood risk reduction for communities in the FM area. Therefore, Metro COG could be considered, as part of future discussions and strategy development, as one alternative for the lead governing entity. Metro COG already has a broad mandate to enhance quality of life and improve economic development in the area. Through this mission, Metro COG could set up a structure to receive direction from FM area community representatives regarding regional recreation. Upon agreement by participating local governments, park districts, and the FM Diversion Authority, the Metro COG Policy Board could act to direct staff to update bylaws and articles of association to allow for expansion of the agency's mission. Coordination with Metro COG's attorney and funding sources would need to be identified, as Metro COG currently operates, to a very large extent, on federal transportation funding, which cannot be used for the purposes discussed here with the exception of on-going continuous, comprehensive and cooperative transportation planning efforts relative to vehicular, freight, bicycle and pedestrian transportation.*

*Any lead governing entity for the greenway will need to take responsibility for the following in order for the plan to be implemented:*

- *Serve as the primary point of contact with the P3 Developer and the USACE as they design and construct their respective components of the diversion*
  - *Serve as the primary point of contact with the P3 Developer and the FM Diversion Authority as they operate and maintain their respective components of the diversion*
  - *Provide initial vision and ongoing stewardship*
  - *Market the recreational component*
  - *Engage with the local community*
  - *Promote philanthropic fundraising and sponsorship for capital and operational needs*
  - *Manage programming, for specific nodes and between nodes*
  - *Contract for routine operations and maintenance for specific greenway recreation features not maintained by other entities*
- 

## **IMPLEMENTATION PHASING, Page 7.7**

The Fargo-Moorhead Greenway presents a significant recreation opportunity for the FM community, yet it is a long-term vision that will require a sustained commitment towards implementation.

### **SHORT-TERM IMPLEMENTATION (2020 – 2026)**

The following activities should be the focus of the early implementation phase.

#### ***ESTABLISH A GOVERNING ENTITY (revised)***

*Local governments, park districts, Metro COG and the FM Diversion Authority will need to work cooperatively to determine the entity (or entities) best suited to take on the lead role as the governing entity. Regardless of whether that is an existing agency, a new agency or a consortium or existing entities, work should proceed to identify the best way to move forward, and establish the governing structure, policies, and funding mechanisms.*

*While the FM Area Diversion will not be constructed and operational until 2026 or 2027, it is important to establish the lead governing entity as soon as possible. The P3 development design process will require review and approval of proposed designs. It would be beneficial for the designated governing entity to be at the table during the design review process to ensure design is supporting future recreation to the greatest extent possible. A lead governing entity is also crucial to the successful advancement of other short-term.*



**To:** Policy Board  
**From:** Cindy Gray, Executive Director  
**Date:** October 8, 2020  
**Re:** **Additional Square Footage Available in Case Plaza in 2021**

The first-floor tenant will be moving out of Case Plaza in mid-February/early March of 2021. After this occurs, the other 2<sup>nd</sup> floor tenant will move to the first floor. This will leave the remainder of the west side of the 2<sup>nd</sup> floor unoccupied. At the September, 2020 meeting, the Executive Committee agreed that Metro COG should continue to seek information from the leasing agent regarding the leasing cost of the SW corner and their willingness to connect the space to our current space. At their meeting of October 7, 2020, additional information was provided, and the Executive Committee recommended that the Executive Director request a draft lease and bring this matter to the Policy Board for consideration, with a recommendation for approval. Since that time, a draft lease has been provided, and the cost of the space has been updated based on lease rates in our current lease (base rent + CAM).

#### **How much space is available?**

The space consists of 1,163 square feet. Attachment 1 is a floor plan of the space, with notes about how the space relates to Metro COG's current floor plan. Metro COG currently leases 3,601 SF. The available space consists of a break room and four offices, one of which is large enough for a conference room or a shared office for two people.

Our leasing agent informed me that the owner would pay for a doorway at the south end of our existing hallway to connect the spaces. No other improvements would be made. The area was recently cleaned up and modified to a limited extent as a result of Metro COG's remodel. Please keep in mind that this would be empty space, and placing additional people within this space would require the purchase of furniture when the time comes.

#### **How much would it cost to lease the space?**

Input from the leasing agent indicated that Metro COG could lease the space for the same rate we currently pay per square foot:

| Term            | Rate Per Square Foot |
|-----------------|----------------------|
| June 1, 2020    | \$12.99              |
| January 1, 2021 | \$13.25              |
| January 1, 2022 | \$13.51              |
| January 1, 2023 | \$13.78              |
| January 1, 2024 | \$14.06              |
| January 1, 2025 | \$14.34              |
| January 1, 2026 | \$14.63              |
| January 1, 2027 | \$14.92              |

This amount includes base rent and CAM. By 2021, the rate per square foot will be \$13.25, which includes base rent and CAM. Our base rent increases approximately 2 percent annually, and our CAM may also fluctuate depending on the cost of taxes and utilities, but the numbers shown above are consistent with a past lease amendment when we expanded the space and extended the term of our lease.

If we assume the ability to take over the space on June 1, 2021, we would be leasing the space for seven months of next year. Leasing the additional 1,163 SF is expected to cost approximately \$1,284 per month for a total of \$8,989 for seven months of 2021. Using the rate per square foot for 2022, we can expect an additional \$15,712 in leasing costs.

### How would the space be used?

Based on our current operations and staffing, Metro COG is not in need of this space. However, the concern is that if we give it up at this time, we may not have an opportunity to lease it in the future. Four possibilities exist for the use of the space:

- **Expanded staffing with the transition to a TMA** (congestion management, data collection and analysis, construction project involvement)
- **Recommendations of the Transit Authority Study** – hiring of a Transit Director/Coordinator under the Metro COG organizational umbrella, to manage and coordinate the Fargo and Moorhead Transit systems and take responsibility for transitioning the organization into a Transit Authority. Further inquiries would need to be made to determine if space is available at the GTC for a future transit director, and regardless, if there is a preference for that individual to be located at Metro COG.
- **Recommendations of the FM Diversion Recreation Plan** – utilizing planning services from within Metro COG to coordinate with local jurisdictions and the state to implement the vision of the plan.
- **Use by other entities** – Cass Clay Community Land Trust is an example of an agency that comes to mind. The CLT is currently using a small space in the FM Area Foundation building. I believe this space is being donated by the Foundation.

### How would the space be paid for?

The first use above could be paid for (all or in part) in a manner similar to our current space (80% Federal CPG funds and 20% local funds).

Use of the space for a Transit Director may be more complex, since the functions of that position will include, but also go beyond transportation planning and will also oversee transit operations and implementation. Therefore, a combination of FTA and local funds may be needed to help pay for a portion of the space.

Use of the space for a Metro COG planner to assist with planning and coordination of the FM Diversion Recreation Plan would be considered local planning assistance, and I believe that would also be paid for in a manner similar to our current space (80% Federal CPG funds and 20% local funds). A broader role, involving implementation and

operations, would require a different funding source, since CPG funds can only be used for planning purposes.

Use of all or a portion of the space by an outside entity, such as the CCCLT would most likely require a separate agreement or arrangement in which the CCCLT or participating local jurisdictions would pay for the space used.

### **What is the 2021 impact to local jurisdictions?**

Assuming a 7-month time frame from June through December, 2021, and lease + CAM rate of \$13/SF as described above, the estimated cost of the local share to lease the space is as follows: \$7,191 in Federal CPG funds, and \$1,798 in local match funds.

The 2021 local match breaks down as follows, using the current percentages.

|             | <u>80% Federal /20% Local</u> | 100% Local (if needed) |
|-------------|-------------------------------|------------------------|
| Cass County | \$139                         | \$695                  |
| Clay County | \$147                         | \$736                  |
| Dilworth    | \$35                          | \$175                  |
| Fargo       | \$899                         | \$4,495                |
| Horace      | \$21                          | \$106                  |
| Moorhead    | \$331                         | \$1,657                |
| West Fargo  | \$225                         | \$1,125                |
| Total       | \$7,191                       | \$8,989                |

If part of the space is sub-leased out to another entity, such as CCCLT, the costs to local jurisdictions could be lower under either of the scenarios shown above. If a portion of the space is used for local purposes, such as a MATBUS Transit Director, the cost could be higher for Fargo and Moorhead, but lower for others.

### **Recommendation**

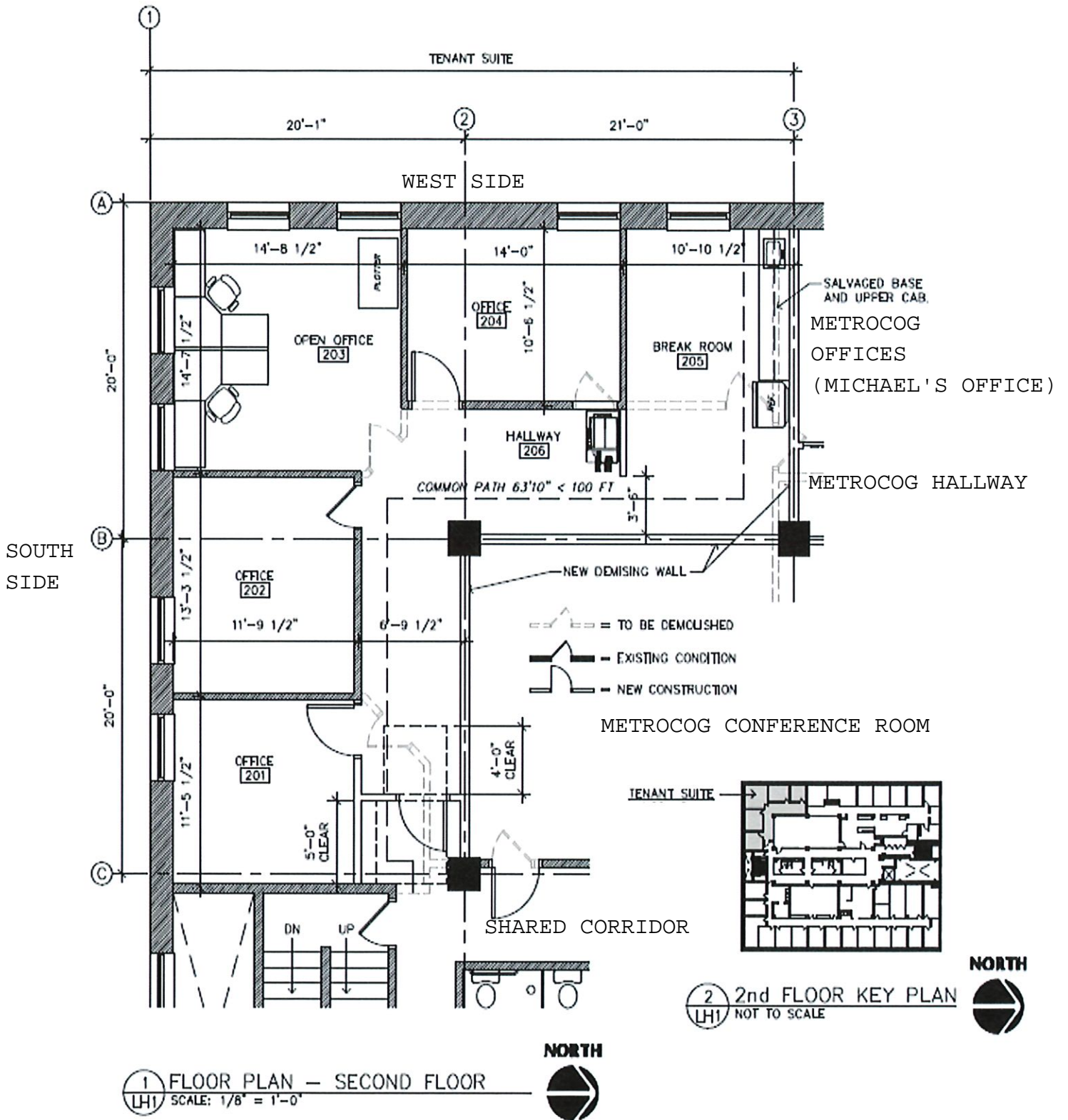
At their October 7<sup>th</sup> meeting, the Executive Committee recommended to the Policy Board that Metro COG pursue leasing of the 1,163 SF in the SW corner of the second floor of Case Plaza, based on a lease rate that is consistent with the current lease, through the year 2027.

Based on this recommendation, Metro COG requested a lease amendment from our leasing agent. The draft amendment is attached for your review (Attachment 2).

### **Requested Action:**

Authorize the Executive Director to sign the lease amendment for the additional 1,163 square feet taking effect in the summer of 2021, and to pursue potential uses for the space.

EXHIBIT A  
FLOOR PLAN FOR SUITE 214



## AMENDMENT B

This Amendment B shall amend and become a part of that Lease prepared the 30<sup>th</sup> day of November, 2001 by and between Case Plaza LLC (hereinafter referred to as “Landlord”) and Fargo-Moorhead Metropolitan Council of Governments, (hereinafter referred to as “Tenant.”).

### RECITALS

WHEREAS, the parties entered into a Lease Agreement effective January 1, 2002, Amendment A dated September 20, 2019, and Lease Extension Agreements effective January 1, 2008, 2013, 2017 and 2023. The present lease covers real property located at One North Second Street, Suite 218, Fargo, North Dakota 58102, consisting of 3,601 square feet.

WHEREAS, following the execution of those agreements, the parties agreed to amend some of the terms.

NOW THEREFORE, the following amendments to that Lease Agreement are incorporated into the lease as if they were originally negotiated:

1. **PREMISES:** The Premises are amended to reflect that effective **May 1, 2020**, Tenant shall expand its premises as shown on Exhibit A to include Suite 214 (1,163 SF). Tenant’s new square footage shall be 3,601 SF plus 1,163 SF = 4,764 SF (NLA), on which base rent and CAM charges shall be calculated.

2. **BASE RENT:** During the term of the lease, Base Rent as outlined below shall be reduced by the then current CAM charges (defined in Paragraph 3) and shall be paid monthly as follows:

| <u>Term</u>        | <u>Rate Per Square Foot</u> |
|--------------------|-----------------------------|
| <b>May 1, 2020</b> | \$12.99                     |
| January 1, 2021    | \$13.25                     |
| January 1, 2022    | \$13.51                     |
| January 1, 2023    | \$13.78                     |
| January 1, 2024    | \$14.06                     |
| January 1, 2025    | \$14.34                     |
| January 1, 2026    | \$14.63                     |
| January 1, 2027    | \$14.92                     |

3. **OPERATING EXPENSES:** Tenant agrees to pay, as additional rent, a sum equal to Tenant’s proportionate share of the following costs and expenses, paid or incurred by Landlord (the common expenses) in operating, repairing, and maintaining the common areas and demised premises designated on Exhibit A, including the costs and expenses paid or incurred by Landlord for real estate and personal property taxes and special assessments, all types of insurance obtained by Landlord, the costs and expenses of maintaining and cleaning the common areas and Tenant’s, water/sewer and garbage expenses and all utility costs paid or incurred by Landlord for the benefit of all Tenants of the building.

Tenant’s proportionate share of all costs and expenses as herein provided, shall be based upon the ratio of the square feet of the Leased Premises (4,764 SF) to the total square feet of all building space leased or for lease in the building (33,746 SF). Tenant’s proportion share is 14.117%. Such common expenses shall be billed to Tenant concurrent with monthly rent.

4. **LEASEHOLD IMPROVEMENTS:** Landlord, at Landlord’s sole cost, shall pay to cut an opening in the wall at the south end of Tenant’s current space, to include a door similar to the painted wood door in Tenant’s conference room.

5. ORIGINAL LEASE IN EFFECT. All of the other provisions of the lease agreement shall remain in full force and effect.

**LANDLORD**  
**Case Plaza LLC**

By: \_\_\_\_\_  
Rick Berg, Its Owner

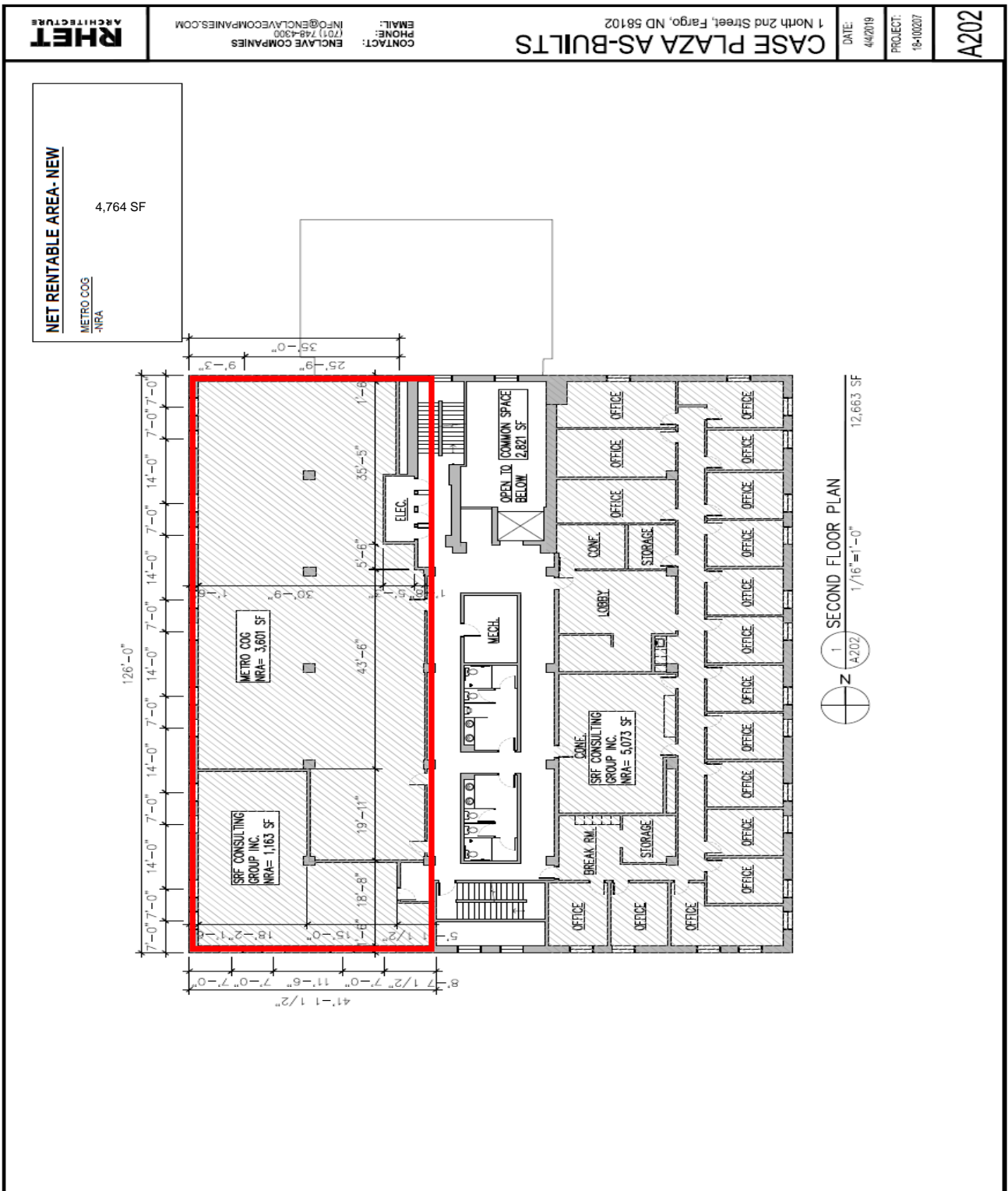
Date: \_\_\_\_\_

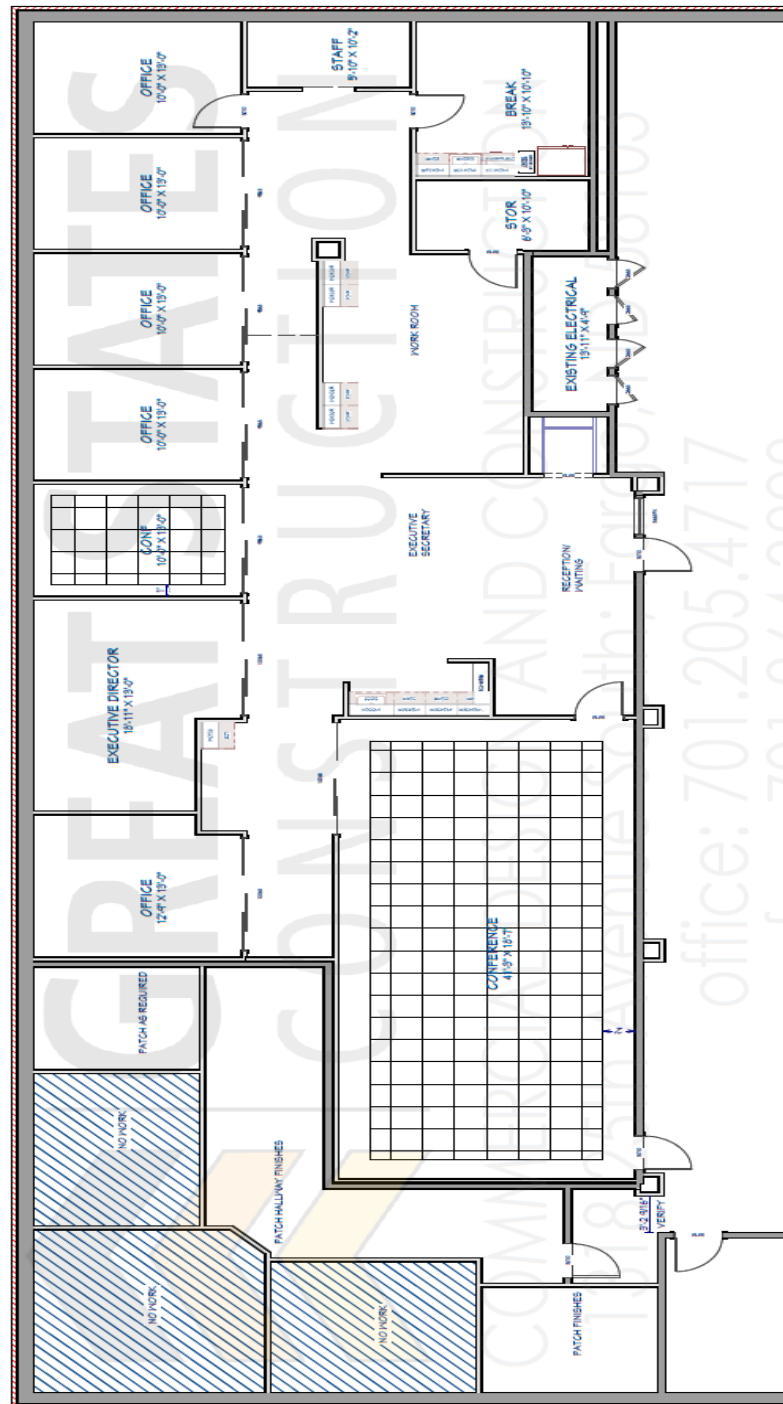
**TENANT**  
**Fargo-Moorhead Metropolitan Council of Governments**

By: \_\_\_\_\_  
Cindy Gray, Its: Executive Director

Date: \_\_\_\_\_

## FLOOR PLAN



**FLOOR PLAN (continued)**

**EXHIBIT B**  
**CONSTRUCTION PROPOSAL**



1318 25TH AVENUE SOUTH

FARGO, NORTH DAKOTA 58103

(701) 205-4717

FAX (701) 864-38

April 2<sup>nd</sup>, 2019

Metro COG

Attn: Cindy Gray

Re: **Metro COG Renovation - REVISED**  
**Case Plaza**  
**One 2<sup>nd</sup> Street North; Suite 232**  
**Fargo, ND 58102**

Dear Cindy:

This letter is a proposal for the tenant improvement of Metro Cog, Fargo based on our conversations, site visits and your preliminary plan provided. Please let me know if you have any questions as we would be happy to discuss the below proposal.

Thank you for giving us the opportunity to provide you with the following quote and we look forward to working with you.

**Division 1 – General Conditions**

- Construction Permit
- HVAC, Plumbing, Electrical and Sprinkler Permits
- Daily and Final Cleaning
- Trash Dumpster
- ~~Portable Toilet~~
- Interior Designer (\$2,200 Allowance)
- Superintendent
- Safety
- Liability Insurance

## **EXHIBIT B**

### **CONSTRUCTION PROPOSAL (continued)**

#### **Division 2 – Existing Conditions**

##### **Demolition**

- Remove all existing walls, floors and ceilings as necessary for new plan
- Dry Ice blast exterior walls and ceiling

#### **Division 6 – Woods, Plastics & Composites**

##### **Rough Carpentry**

- Supply/Install P.Lam Cabinets and Countertops
  - Work Room, Break Room, Executive Secretary Alcove, ~~Executive Director/Office area~~

#### **Division 7 – Thermal & Moisture Protection**

##### **Thermal**

- Insulation at new walls

#### **Division 8 – Openings**

##### **Hollow Metal Frames, Doors and Hardware**

- ~~Provide and Install (5) 3070 Hollow Frames~~
- *Provide and Install (6) 3070 Pre-Finished Wood Doors/Frames*
- *Provide and Install (1) 3070 Pre-Finished Wood Sidelight at Entry*
- Salvage and re-install (2) wood doors/frames
- Provide grade 2 commercial latch set hardware in a dull chrome finish
- *Provide and Install Key pad dead bolt at entry door*

##### **Modular Glass Wall System**

- Provide Anodized aluminum glass front system with clear glass
  - 4" stile, sliding barn doors with 12" pull bar
  - Lock on Executive Director's office only
  - ~~Large Conference includes Double Barn Door on West Wall and Single Barn Door on North Side~~
  - *Large Conference includes a Single Sliding door similar to offices*

#### **Division 9 - Finishes**

##### **Gypsum Drywall**

- Interior walls constructed of 3 5/8" metal studs with one layer of 5/8" gypsum board on each side taped and sanded
- Interior walls framed to 10'
  - Executive Director, Sm. Conf framed to deck
  - *Large Conference framed to deck*
- *Demising wall to be stagger stud framed to deck*
- Install Hollow Metal Door Frames
- Plumbing walls to be 6"

## EXHIBIT B

### CONSTRUCTION PROPOSAL (continued)

#### Acoustical Ceiling

- Install a 2' x 2' Cirrus Acoustical Ceiling with 15/16" grid (White)
- *Ceiling to be clouds in Large and Small conference rooms*

#### Ceramic Tile

- Patch in existing tenant space as required by single office

#### Painting

- All gypsum walls receive paint.
- ~~New hollow metal frames shall be painted.~~
- *New Doors/Frames to be stain finished*

#### Flooring

- Furnish/Install carpet tile (\$18/SY Allowance)
- Vinyl Base
- Patch flooring in existing tenant space

#### Division 10 – Specialties

##### Fire Extinguisher

- Provide (2) fire extinguishers & non-rated cabinets per code
- Provide (10) 36"x72" roller shades

#### Division 21 – Fire Suppression System

*Provide the following Design-Build Fire Sprinkler package:*

- Installation per NFPA #13 with a wet pipe sprinkler system in all areas
- Install new drops as needed for proper coverage

#### Division 22 – Plumbing

*Provide the following Design-Build Plumbing package:*

- Demo (2) breakroom Sinks
- Demo (1) Water Cooler
- Coffee station
  - (1) Elkay 25"x22" drop in sink
  - (1) Colony Pull down faucet (Chrome)
- Break Room
  - (1) Dayton 33"x21" drop in sink
  - (1) Colony pull down faucet (Chrome)
- ~~Hallway~~
  - ~~(1) Elkay bi level water cooler~~

#### Division 23 – HVAC

*Provide the following Design-Build HVAC package:*

- Demo sheet metal duct as needed
- Demo existing registers and grills
- Furnish and install galvanized spiral duct
- Furnish and install register heads on spiral
- Furnish and install return wall grills as needed

## **EXHIBIT B**

### **CONSTRUCTION PROPOSAL (continued)**

#### **Division 26 - Electrical**

*Provide the following Design-Build Electrical package:*

- Disconnect existing electrical
- Install Black cable tray
- Pipe all data to Cable tray
- Install (20) data locations with (3) black cat6 cables
- Install (6) White noise speakers
- Install (4) TV boxes
- Install (2) floor receptacles in Large Conference Room
- Install and wire (20) receptacles
- Breakroom – Install (2) countertop rec, (1) refrigerator rec, (1) microwave rec
- Install (9) linear lights, (14) can lights (4) 2x2 lights, (1) 4' LED light, (6) 10" pendent lights, (9) 17" pendent lights, (4) exit signs
- Install lights to provided plan and specs
  - Lighting allowance (\$4,111)

#### **ITEMS NOT INCLUDED**

The following items shall be specifically excluded from this proposal:

- Municipal fees other than Building Permit
- Testing
- Tenant Signage
- Wiring or connection of Owner Furnished Equipment (Unless Noted Above)
- Appliances/Furniture
- Exterior work
- Building Code Modifications
- Retail Displays/Shelving
- Supply/Install of All FF&E Including Wall Signage/Vinyl
- Low Voltage Wiring/Equipment
- Controls/Zone Dampers, wiring and air balancing

## EXHIBIT B

### CONSTRUCTION PROPOSAL (continued)

Great States Construction, Inc. proposes to construct this facility as herein described for a total cost of **\$304,400.00** on a progress payment basis. Applications for payment will be presented monthly. Terms will be net 10 days. This proposal is subject to revision in 30 days.

Thank you for the opportunity you have given us to present this proposal to you. We look forward to the opportunity of working with you on this project and guarantee that you will be pleased with the product we provide.

Sincerely,

GREAT STATES CONSTRUCTION, INC.



Michael Casper  
President

#### ALTERNATES TO BASE BID:

- |   |     |            |
|---|-----|------------|
| 1. Paint exposed sprinkler pipe.....      | Add | \$3,120.00 |
| 2. Supply/Install Hi/Lo Water Cooler..... | Add | \$4,800.00 |

**EXHIBIT C**  
**HVAC COST ESTIMATE**



Accel Mechanical, LLC

PO Box 1765  
Fargo, ND 58107  
Phone: (701) 232-1592  
Fax: (701) 232-4186

April 16, 2019

Customer: **Real Property Services**  
29 N University Dr.  
Fargo, ND 58102

Location: **Case Plaza/ FM Metro COG**  
117 N Pacific Ave  
Fargo, ND 58102

RE: **Metro COG HVAC Up-Grade.**

We are pleased to have the opportunity to provide you with a bid proposal For the following work.

Price:----- \$ 75,000.00

**Included:**

- Provide and install 5 Hot water heat DDC VAV boxes.
- Provide and install DDC Web based controls for all 5 VAV boxes and Baseboard heat.
- Provide and install Hot Water Perimeter Baseboard heat.
- Provide and Install hot water heating piping through-out Tennant space to supply new VAV's and Baseboard heat.
- Sales Tax.
- Permits.

**Not Included:**

- Electrical.

**This bid proposal is good for 30 days.**

If you have any questions or need additional information, please contact me at (701) 261-5716.

Sincerely,

*Darren Christenson*  
Darren Christenson  
Accel Mechanical

# Transportation Connection

**MPO Update**

**October 2020**

# Plan Development Progress

- **Continuing our partner and public outreach**
  - Introductory meetings with tribal authorities
- **Launched Priorities Survey**
  - [https://form.jotform.com/NDDOT\\_LRTP/priorities](https://form.jotform.com/NDDOT_LRTP/priorities)
- **Launched Bike/Ped Survey**
  - Partnership with North Dakota Active Transportation Alliance
- **Launching virtual tools to connect expectations, funding, and performance**
  - Public education on transportation funding, budget allocations, and performance outcomes
  - Experiment for public: Meeting performance targets with additional revenues
  - Survey information on Willingness to Pay provides context for TC Plan goal-setting

# Engagement Reach

**26**

...public and  
partner events

**557**

...online  
survey  
responses

**250+**

...virtual  
meeting  
participants

**Over  
1,300**

...unique  
website visitors

**1,300**

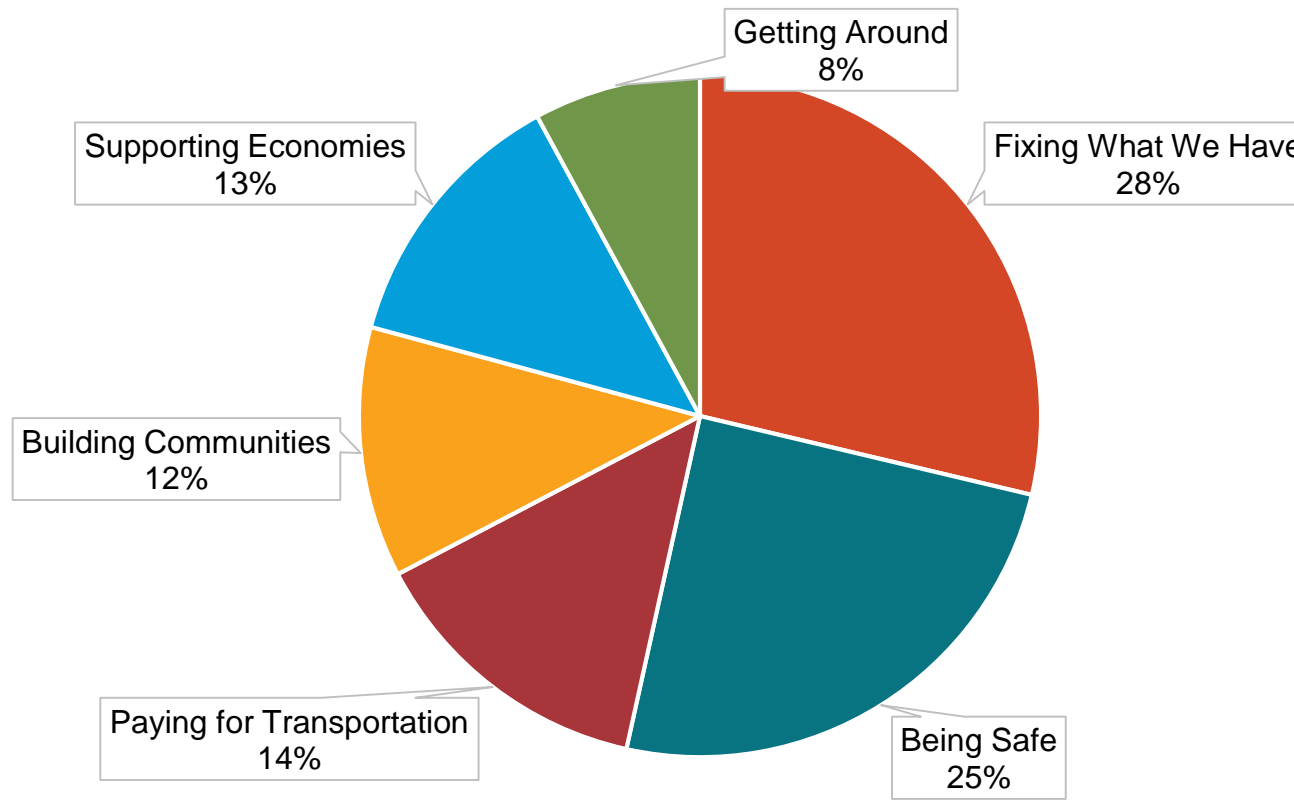
...views of  
TC101 online  
meeting

**3,887**

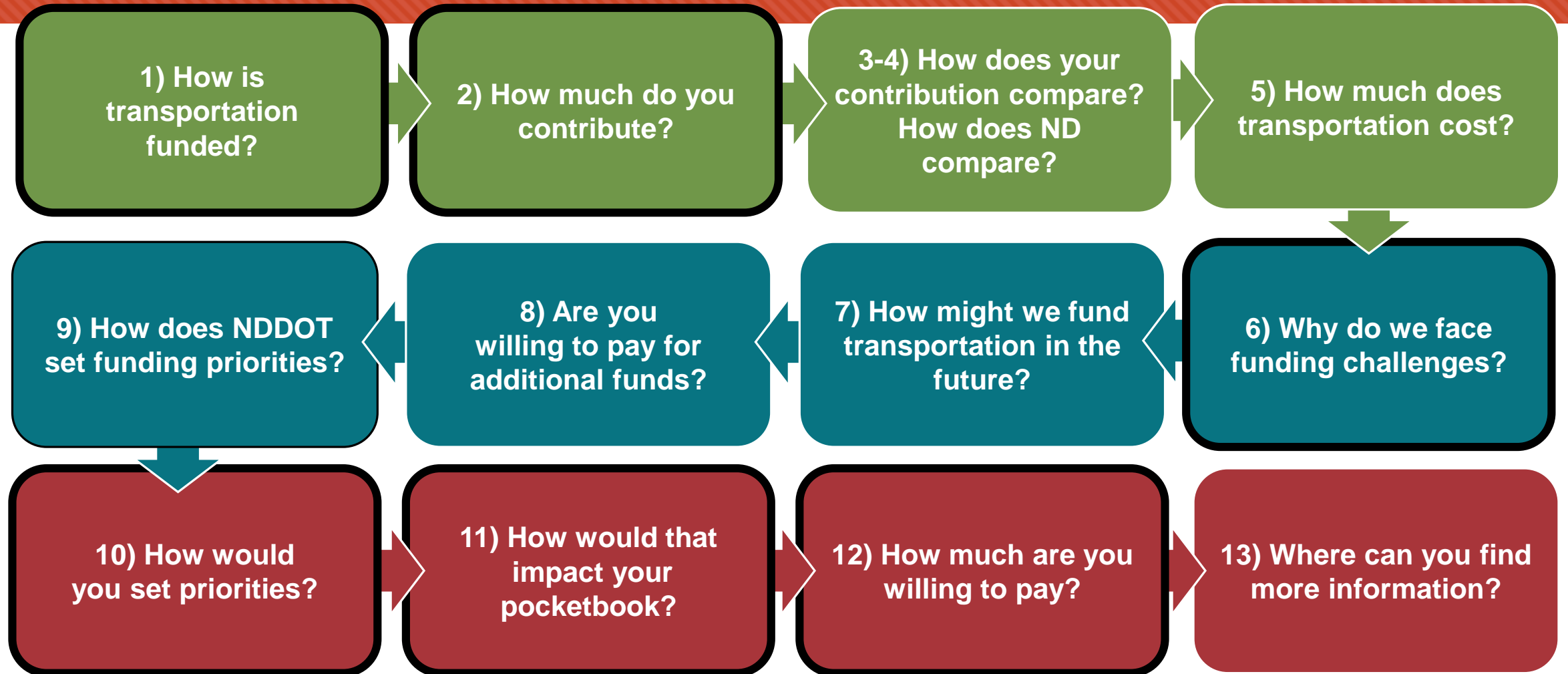
... likes and interactions on  
social media  
in the past 30 days

# What Are We Hearing?: What are our priorities?

What are the most significant transportation issues facing North Dakota today?  
Choose your top 3 issues



# Telling The Story

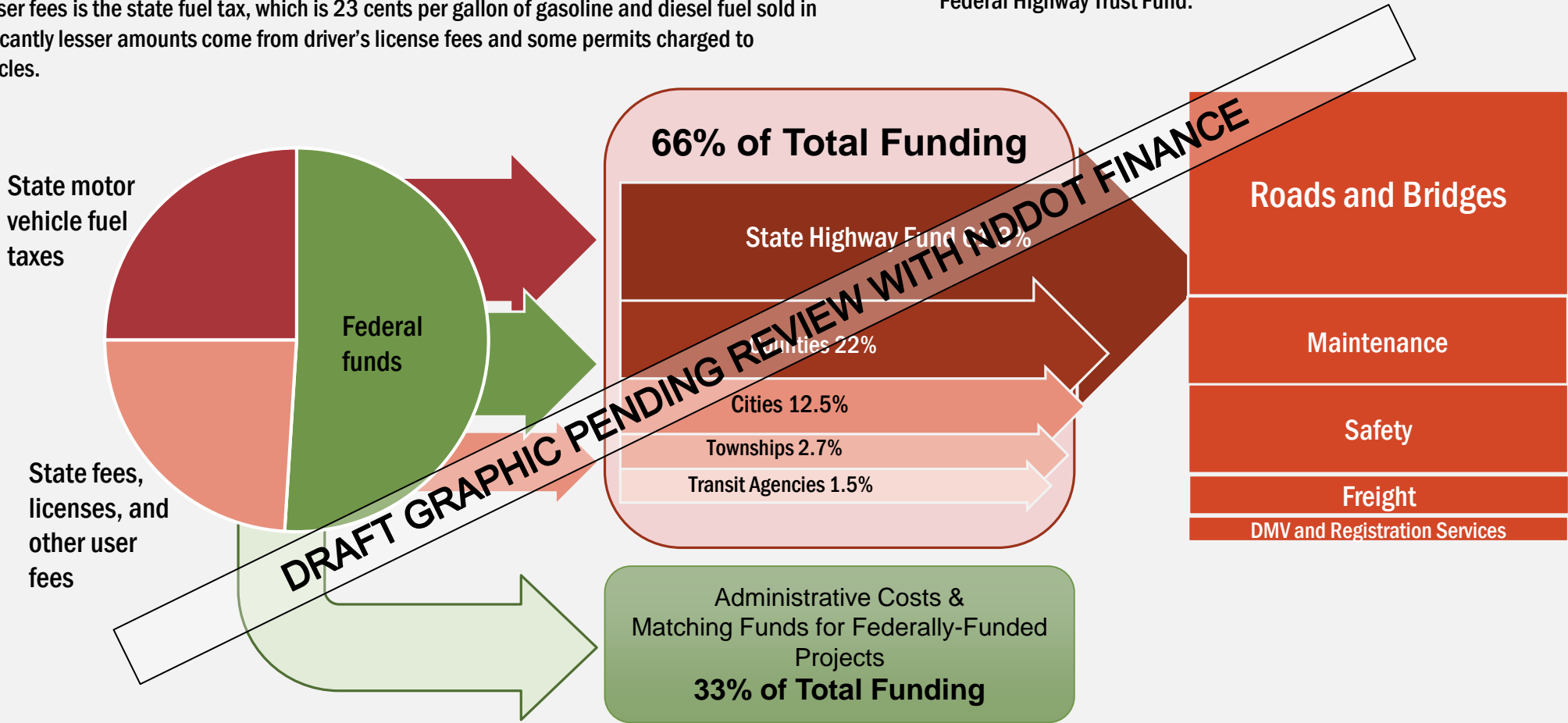


# How is transportation funded in North Dakota?

North Dakota’s transportation system is a tremendous asset. The system was built by our parents and grandparents who believed investing in transportation was important for them and future generations. Today it has a replacement value of \$14.2 billion.

The state transportation user revenue comes from state fuel taxes you pay when you buy fuel for your vehicle and registration fees you pay to license your vehicle. The largest source of revenue for state transportation user fees is the state fuel tax, which is 23 cents per gallon of gasoline and diesel fuel sold in the state. Significantly lesser amounts come from driver’s license fees and some permits charged to commercial vehicles.

A significant amount of transportation funding comes from the federal government. Federal funding is generated by the federal fuel tax – 18.4 cents per gallon for gasoline and 24.4 cents per gallon for diesel. The majority of federal revenue is dedicated to pay for a share of eligible highway improvement project costs. Historically, North Dakota has received \$2 of Federal Highway funds for every \$1 North Dakota drivers have paid into the Federal Highway Trust Fund.



# How much do you pay each month?

If you drive a pickup truck that averages 20 mpg and you drive 12,000 miles per year, you pay \$11.50/month or \$138/year. **Select an option from the drop-down menus that is the closest to your driving experience to see how much you pay each month.**



Your average mpg

Miles driven each year

Age of your vehicle

Weight of your vehicle   
*(Select the example that best matches your vehicle)*

You currently pay

**\$11.50**

per month in **North Dakota state fuel taxes** and

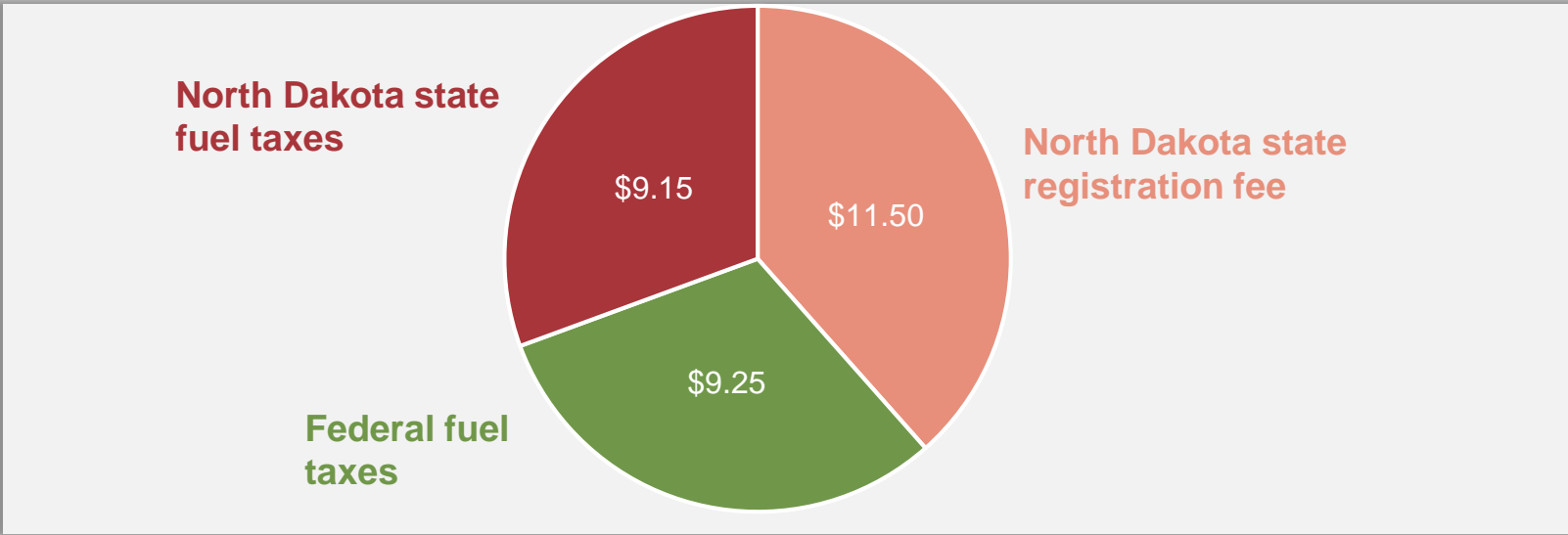
**\$9.25**

per month in **registration fees**

In addition to state fuel taxes and fees you pay approximately

**\$9.16**

in **Federal fuel taxes** each month.



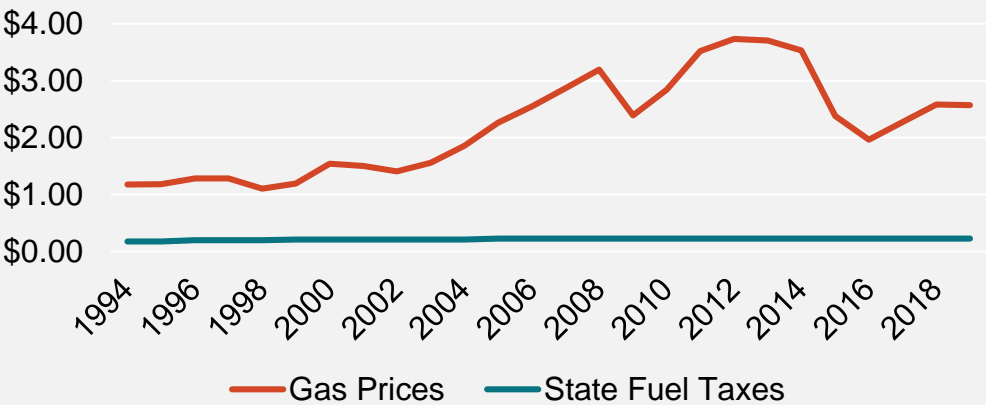
# Why are we facing funding challenges?

North Dakota's state transportation revenues are heavily dependent on motor fuel taxes and vehicle registration fees.

Motor fuel taxes are levied per gallon, not per dollar. **As fuel economy improves, people buy less gas and the state receives less revenue.**

The last time North Dakota state rates were raised was in 2005. The last time Federal gas rates were raised was 1993. The same amount of revenue purchases fewer projects as project costs increase.

ND Gas Prices and State Fuel Taxes, 1994-2019



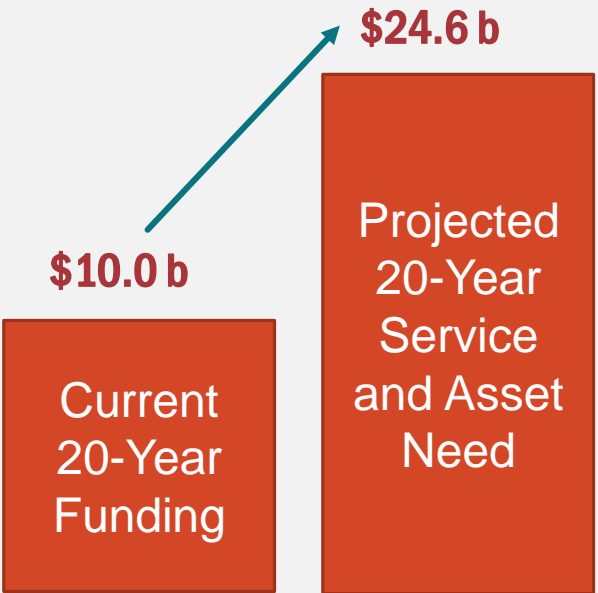
North Dakota's federal funding is projected to remain relatively flat, while North Dakota's state transportation revenues are likely to grow very slowly under current conditions. North Dakota raised fees on electric and hybrid vehicles to compensate for their lower-to-zero gas tax contributions, but these vehicles are a small percentage of the total number of vehicles in the State, and their funding contributions are similarly low.

Would you support additional funding for transportation infrastructure and services?

- ☐ No, we can make do with what we have
- ☐ Yes, we can make good use of additional funds

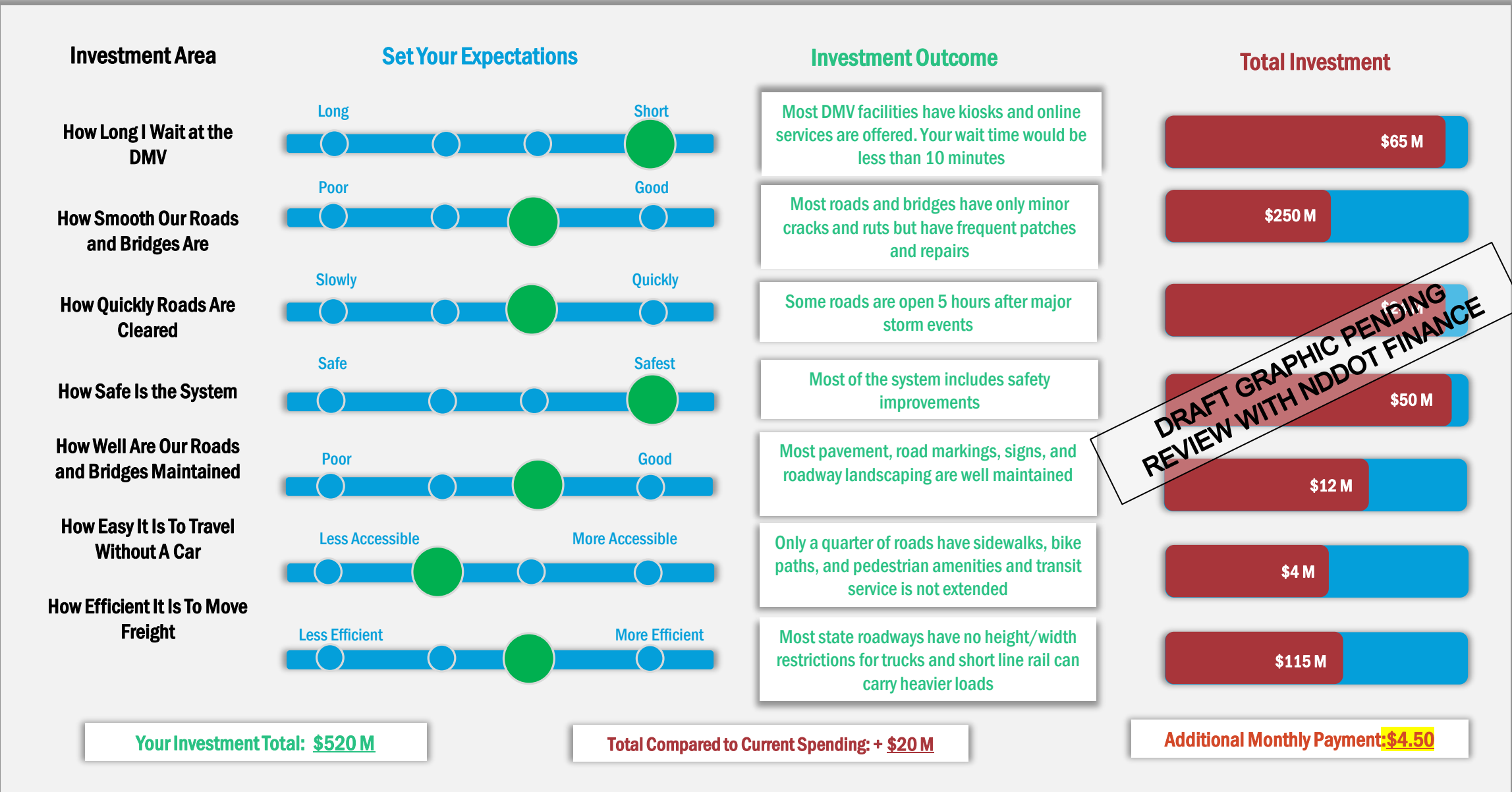
Because services or service levels are directly related to available funding, all of the transportation services NDDOT provides today would require **\$24.6 billion over the next 20 years**. This equates to a gap of \$14.6 billion of additional funding compared to today's funding levels over the next 20 years.

Move ND has identified \$2.2 billion in critical investments for the highway network alone over the next 10 years. These are crucial investments to maintain key system components and minimize freight restrictions.



# How would you invest in transportation?

Slide the bars to set your expectations for each area. Invest as little or as much as you choose and see if you're investing more or less than what is currently available.



# How would new funds impact your pocketbook?

Now you've learned more about how transportation is funded and what challenges we face in meeting our future needs. You've set your own budget priorities and invested in North Dakota's transportation system and seen how that investment compares to current levels. At your proposed level of investment, how would your contribution to transportation change?

**Additional Monthly Contributions Needed: \$4.50**

Choose from the options at right to see how much more could be raised for transportation.

Change in State fuel tax **\$0.05**

Change in registration fees **\$1.00**

You elected to contribute an additional

**\$3.75**

per month in state transportation costs.

If everyone in North Dakota did the same, an additional

**\$37.0 million**

could be available to support our state transportation system and services.

# How much would you invest in transportation?

Based on what you just learned about how much it costs for NDDOT to deliver your expectations and keep North Dakota's transportation system and services in good order. Please tell us a bit more! Your responses will help NDDOT understand North Dakotans' priorities and values for the state's transportation network.

|   | Decrease              | No Change             | Increase              |
|---|-----------------------|-----------------------|-----------------------|
| How Long I Wait at the DMV                    | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| How Smooth Our Roads and Bridges Are          | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| How Quickly Roads Are Cleared                 | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| How Safe Is the System                        | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| How Well Are Our Roads and Bridges Maintained | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| How Easy It Is To Travel Without A Car        | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| How Efficient It Is To Move Freight           | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

Now that you've learned about how transportation is funded in North Dakota...

**Do you support a change in fuel taxes?**

☐ Increase of 1 to 5 cents

☐ Increase of 5 to 10 cents

☐ Decrease of 1 to 5 cents

☐ Decrease of 5 to 10 cents

☐ No change

**Would you support a change in monthly registration fees?**

☐ Increase of \$1

☐ Increase of \$1 to \$5

☐ Decrease of \$1

☐ Decrease of \$1 to \$5

☐ No change

Please share any other comments you have on this topic

SUBMIT

# Next Steps

- Develop Funding and Performance tool in late September/early October
- Send Funding and Performance tool to NDDOT Project Advisory Team members for testing in early October
- Roll-out Funding and Performance tool in mid-October
- Conduct social media blitz to promote Funding and Performance tool, priority survey, and other Transportation Connection content
- Develop Transportation Connection plan framework

# How Can You Reach Us?



[www.dot.nd.gov/projects/lrtp/](http://www.dot.nd.gov/projects/lrtp/)



[www.facebook.com/TransportationConnection/](https://www.facebook.com/TransportationConnection/)



[www.twitter.com/ndlrtp/](https://www.twitter.com/ndlrtp/)



[www.instagram.com/transportationconnection/](https://www.instagram.com/transportationconnection/)

## ND Dept of Transportation

<https://www.surveymonkey.com/r/NDLRTP-Dem>  
**Stewart Milakovic** | [smilakovic@nd.gov](mailto:smilakovic@nd.gov)

## Project Team

**Evan Enarson** | [eenarson@camsys.com](mailto:eenarson@camsys.com)