

CONSENT AGENDA:

d. Permit for fireworks display

SUGGESTED MOTION:

Move to approve a fireworks display permit for Premier Pyrotechnics, Inc. to be held from 6:00 PM to 10:00 PM on May 4, 2013, at the Red River Valley Fairgrounds in West Fargo, North Dakota.

g. Purchase order for Vector Control equipment

SUGGESTED MOTION:

Move to authorize the chairman to sign a purchase order with Adapco, Inc. in the amount of \$6,200.00 for a Vector Control truck-mounted sprayer.

h. Contract approval

SUGGESTED MOTION:

Move to authorize the chairman to sign the following contracts submitted by respective department heads, subject to state's attorney approval.

- North Dakota Highway Patrol—grant amendment to provide an additional \$885 for a total grant award of \$4,385 for underage drinking enforcement program (100% federal funding that requires no local match);
- Fugro EarthData, Inc.—digital ortho aerial photography services to collect imagery from the 2013 flood along the Red River Valley corridor for engineering and planning purposes;
- On the Level Construction, Inc.—bridge repair project located in Pleasant Township on the Wild Rice River;
- Wanzek Construction, Inc.—bridge repair project located in Durbin and Everest Townships on a tributary of the Maple River;
- Central Specialties, Inc.—subgrade repair project on Cass County Highway 10 from Buffalo to Cass County Highway 5 north;
- Gladen Construction, Inc.—replacement of box culvert over Drain 56 located in Cornell and Tower Townships on Cass County Highway 32;
- Riley Brothers Construction, Inc.—replacement of box culvert located in Gunkel Township on Cass County Highway 34 on the south branch of the Elm River.

i. Quit claim deed for highway right-of-way

SUGGESTED MOTION:

Move to authorize the chairman and county auditor to sign a quit claim deed to transfer a portion of State Highway 46 right-of-way to the North Dakota Department of Transportation.

j. Lost Instrument Bonds

SUGGESTED MOTION:

Move to receive and file Indemnity Bonds on Lost Instrument for the Title Co., Robert Olson, and Constance Skoog; and authorize the county auditor and county treasurer to issue duplicate checks.

k. Permit for raffle

SUGGESTED MOTION:

Move to approve a raffle permit for the Jami Nylander Benefit Committee to be held May 4, 2013, at Bonanzaville, U.S.A. in West Fargo, North Dakota.



*Our Mission...
"A Dedication To Pyrotechnic Perfection"*

Date: 4-9-13

To: Heather Worden

From: Tony Ramberg

pages: 3

RECEIVED

APR 10 2013

CASS COUNTY COMMISSION

Heather attached is the form and I will mail the check and proof of insurance with this form as well. I will give you a brief overview of what we are doing in case anybody needs to know. We are a full service fireworks display company. We sell many shows across WI, MN, ND, MO, SD, and a few more states. We sell shows to fire dept's that shoot there own 4th of July shows. On May 4th at the Red River Valley Fairgrounds we are doing a training seminar and product demo. Our customers come in and get trained and then at night we shoot a demo style display which they can pick their own products out if they wish.

Let me know if you have any questions whatsoever.

Thanks,
Tony Ramberg
218-281-4169
tonyramberg@hotmail.com

Midwest Sales Office
305 Lewis & Clark Tr.
Yankton, SD 57078

Northern Sales Office (218) 281-4169
528 South Ash St.
Crookston, MN 56716

Corporate Office Toll Free (888)647-6863
25255 Hwy K
Richland, MO 65556

Certificate of Insurance

152520

Issue Date: 4/9/2013

PRODUCER
Deborah M. Merlino
Combined Specialties International, Inc.
205 San Marin Drive, Suite 5
Novato, California 94945

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Premier Pyrotechnics, Inc.
25255 Hwy K
Richland, , MO 65556

INSURER A: Underwriters, Lloyd's London

INSURER B:

INSURER C:

INSURER D:

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HERIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (DD/MM/YY) | POLICY EXPIRATION DATE (DD/MM/YY) | LIMITS | |
|--------|---|---------------|----------------------------------|-----------------------------------|---------------------------------------|-------------|
| | | | | | | |
| A | GENERAL LIABILITY CLAIMS MADE | CSI-154027-12 | 10/20/2012 | 10/20/2013 | EACH ACCIDENT | \$5,000,000 |
| | | | | | FIRE LEGAL LIABILITY | \$50,000 |
| | | | | | GENERAL AGGREGATE | \$5,000,000 |
| | | | | | PRODUCTS-COMP/OPS AGG | |
| | AUTOMOBILE LIABILITY ANY AUTO ANY OWNED AUTO SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Each accident) | |
| | | | | | BODILY INJURY (Per Person) | |
| | | | | | BODILY INJURY (Per Accident) | |
| | | | | | PROPERTY DAMAGE (Per person) | |
| | EXCESS LIABILITY FOLLOWING FORM | | | | EACH ACCIDENT | |
| | | | | | AGGREGATE | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATUTORY OTHER LIMITS | |
| | | | | | E.L. EACH ACCIDENT | |
| | | | | | E.L. DISEASE-EA EMPLOYER | |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Premier Shooter School and Red River Valley Fairgrounds are additional insured as respects the fireworks display on 5/4/2013 located at Red River Valley Fairgrounds, West Fargo, ND.

CERTIFICATE HOLDER
Premier Shooter School
25255 Highway K
Richland, MO 65556

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Deborah M. Merlino

AUTHORIZED REPRESENTATIVE

Note: Applicant to complete all lines, except last two, which will be completed by issuing officer. Enclose \$2.00 permit fee in accordance with North Dakota Century Code 23-15-03 and return to Cass County Commission Office, P.O. Box 2806, Fargo, ND 58108-2806.

APPLICATION/PERMIT FOR FIREWORKS DISPLAY
FOR ENTERTAINMENT PURPOSES

COUNTY OF CASS, STATE OF NORTH DAKOTA

4-9-13
(Date of Application)

This permit is issued to:

Premier Pyrotechnics inc.
(Name)

25255 Hwy K.
(Street Address)

Rickland, MD 65556
(City, State, Zip Code)

218-281-4169
(Telephone Number)

giving them the right to shoot and display fireworks on the 4th day of
May, 2013 at 6 p.m to 10 p.m o'clock PM at the location of

Red River Valley Fairgrounds, West Fargo

in said Cass County, North Dakota.

J. P.
Signature of Applicant

Title of Issuing Officer

By _____
Signature of Officer
Issuing Permit



RECEIVED

APR 10 2013

MEMORANDUM

CASS COUNTY COMMISSION


**Highway
Department**

Jason Benson, P.E.
County Engineer

Richard S. Sieg
Superintendent

Thomas B. Soucy, P.E.
Design and Construction
Engineer

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer 

DATE: April 4, 2013

SUBJECT: Consent Agenda Item for April 15th 2013 Commission Meeting: Purchase Order for Adapco Guardian 95 ES

Enclosed is a purchase order of \$6,200 for Adapco for the purchase of a Guardian 95 ES 2013 that was approved in the 2013 Cass County Vector Control budget. The purchase price includes calibration and controls.

SUGGESTED MOTION: Authorize Chair to sign the purchase order for the Adapco Guardian 95 ES.

J:\Admin-Eng Commission Corrsp\2012 Commission Correspondence\Consent Agenda Memo PO Vector ULV sprayer 04162012.doc

1201 Main Avenue West
West Fargo, North Dakota
58078-1301

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



PURCHASE ORDER

PAGE: 1
109769
P.O. NO.:
DATE: 4/04/13

N.D. Sales Tax Exempt No. E-3009

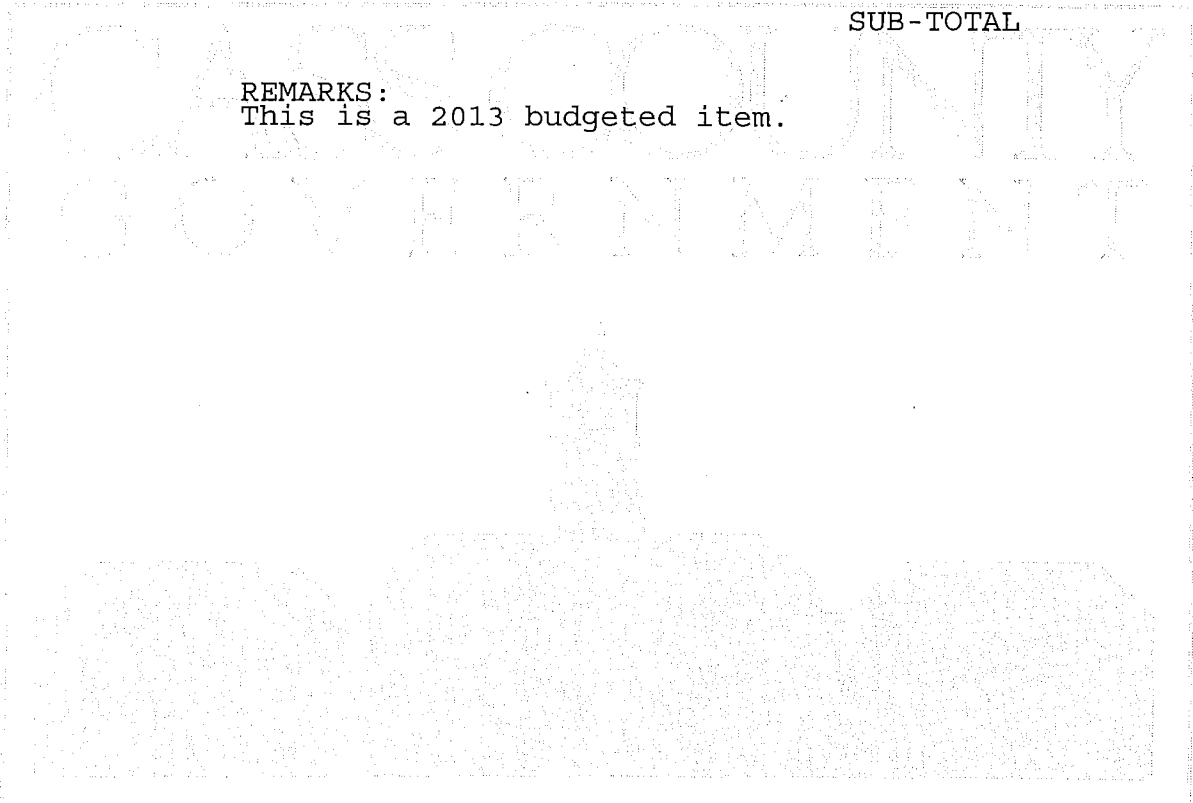
ADAPCO, INC.
PO BOX 116869
ATLANTA, GA 30368-6869

SHIP TO: CASS COUNTY GOVERNMENT
COUNTY ENGINEER
1201 WEST MAIN AVENUE
WEST FARGO, ND 58078

| | | | | | | | |
|------------|--|--------------|--|--------------------|--|------------------|--|
| VENDOR NO. | | SHIP VIA | | F.O.B. | | TERMS | |
| 3965 | | | | | | NET | |
| DELIVER BY | | CONFIRM BY | | CONFIRM TO | | REQUISITIONED BY | |
| 04/04/13 | | | | HALLAND, SHARI K | | JASON BENSON | |
| FREIGHT | | CONTRACT NO. | | ACCOUNT NO. | | REQ. NO. | |
| | | | | 232-4004-442.74-04 | | ADAPCO | |
| | | | | PROJECT | | REQ. DATE | |
| | | | | | | 04/04/13 | |

| LINE NO. | QUANTITY | UOM | ITEM NO. AND DESCRIPTION | UNIT COST | EXTENDED COST |
|-----------|----------|-----|--------------------------|-----------|---------------|
| 1 | 1.00 | EA | GUARDIAN 95 ES | 6200.0000 | 6200.00 |
| SUB-TOTAL | | | | | 6200.00 |

REMARKS:
This is a 2013 budgeted item.



6200.00

AUTHORIZED BY _____
COUNTY OFFICIAL



Office of the Sheriff

Paul D. Laney, Sheriff

April 11, 2013

Chad Peterson, Portfolio Commissioner
Cass County Commission
211 9th Street South
Fargo, North Dakota 58103

RECEIVED

APR 11 2013

CASS COUNTY COMMISSION

Commissioner Peterson:

Our office had requested and has been approved for an Underage Alcohol Enforcement Grant with the original amount awarded of \$3500.00. The North Dakota Highway Patrol has increased our grant to \$4385.00 after coming up with additional funds.

All other terms of the original grant have stayed the same and are accurate.

The amendment has to be reviewed and signed by an authorized individual from Cass County.

A sample motion might read:

Move to approve an amendment to the current contract with the North Dakota Highway Patrol in the amount of \$4385.00 to allow for enforcement of Underage Drinking. An increase of \$885.00 dollars.

If you have any further question, please call.

Respectfully,

Captain Mike Argall
Special Projects Bureau

Cass County Sheriff
211 9 St. S.
PO Box 488
Fargo, ND 58107-0488
Phone: 701-241-5800
Fax: 701-241-5805

Cass County Jail
450 34 St. S.
Fargo, ND 58103-2229
Phone: 701-271-2900
Fax: 701-271-2967

Cass County Detention
450 34 St. S.
Fargo, ND 58103-2229
Phone: 701-241-5845
Fax: 701-241-5936

RECEIVED

APR 11 2013

CASS COUNTY COMMISSION

Date: **April 11, 2013**

Company requesting contract: **North Dakota Highway Patrol**

Department Head Recommending Signature: **Sheriff Paul D. Laney**

Comments: Our office has been participating in Underage Drinking Enforcement Grant administered by the North Dakota Highway Patrol for the State of North Dakota for years and the contract is the same as previous years. **This action would be for an Amendment to increase our grant award from \$3500.00 to \$4385.00 dollars.**

Commission Agenda: **April 17th**

States Attorney Comments:

Portfolio Commissioner Signature: _____

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

April 11, 2013

Sheriff Paul Laney
Cass County Sheriff's Department
PO Box 488
Fargo, ND 58107-0488

Dear Sheriff Paul Laney,

Enclosed is the Underage Grant Agreement Amendment for the increase in funds that has been granted to your department. You were originally issued \$3500 this year but we have increased it to \$4385 after coming up with additional funds. All of the other terms of the grant has stayed the same and are accurate.

Please have this amendment reviewed and signed by an authorized individual from your department and return it to the North Dakota Highway Patrol at your earliest convenience. If you have any additional questions or concerns please feel free to contact me directly.

Regards,



Elizabeth Johnson
Research Analyst
North Dakota Highway Patrol
600 E. Boulevard Ave. Dept. 504
Bismarck, ND 58505-0240
701-328-4256
eajohnso@nd.gov

UNDERAGE DRINKING GRANT AGREEMENT AMENDMENT

1. COMPENSATION

- a. Grantor, upon receipt and approval of SFN 52208 Reimbursement Voucher or other form required by Grantor, shall reimburse Grantee for allowable expenses incurred. "Allowable expenses" include the overtime salary paid, not to exceed time and a half of the officer's normal salary. Mileage and administrative costs are not allowable expenses. The total amount paid under this grant may not exceed \$4385. No funds will be paid for services until they have been provided. Grantee shall submit its request for reimbursement to Grantor monthly by the 15th day of each month. Grantee shall submit its final reimbursement request to Grantor no later than 15 days after the expiration or termination of this grant. Grantor may not pay Grantee until Grantee signs and returns to Grantor the Certification of the OMB Circular Information Guide, which is made a part of this grant by reference here.
- b. Payment for services under this grant may include federal monies. Anticipated funding at the time this grant is executed is listed below. The funding source of actual payments and the federal program can be verified by contacting NDHP Support Services Division.
 - i. Anticipated Funding:
 - 1. Federal \$4385
 - 2. State \$
 - 3. Other \$
 - 4. Unknown \$
 - ii. Catalog of Federal Domestic Assistance Number 16.727, Department of Justice, Enforcing Underage Drinking Laws.

LOCAL ENTITY

DATE

(TITLE)

STATE OF NORTH DAKOTA
NORTH DAKOTA HIGHWAY PATROL

DATE
COLONEL JAMES PROCHNIAK
SUPERINTENDENT

DATE
CAPTAIN BRANDON SOLBERG
SUPPORT SERVICES DIRECTOR

RECEIVED

APR 12 2013

CASS COUNTY COMMISSION

TO: Cass County Commission

FROM: Kay Anderson, GIS Coordinator

DATE: April 12, 2013

SUBJECT: Consent Agenda-Commission Meeting of April 17, 2013

At the request of the SE Cass Water Resource District Engineer, the County has taken the lead on obtaining digital aerial orthophotography during the 2013 spring flood event to be used in post flood engineering and planning studies.

The County solicited a request for qualifications for digital ortho aerial photography on March 28th, 2013 to eleven imagery vendors. The proposal included a request for imagery to be collected during peak flood waters for an 896 square mile area along the red river valley corridor and a 160 square mile area in Richland County.

Responses were received from five vendors. The proposals were reviewed by representatives from all three agencies and narrowed down to 2 vendors; Fugro Earth Data, Inc. and Aero-Graphics. Fugro Earth Data, Inc. was the contractor for the 2011 spring and imagery aerial photography project. The group unanimously selected Fugro Earth Data, Inc. based on known quality of previous deliverables and cost.

The process is proposed to be handled in a similar manner to that of the 2011 spring flood event where the County managed the project and billed the Water Resource District and City of Fargo for their share of the costs. All entities frequently work cooperatively on projects with overlapping needs and this has been developed as the most cost effective process for all parties involved.

SUGGESTED MOTION:

Move to authorize the chair to approve contract for the Highway Department in the amount of \$98,288 for digital ortho aerial photography collection and production services with Fugro EarthData, Inc.



Proposal For:

2013 RED RIVER VALLEY SPRING FLOOD DIGITAL ORTHO AERIAL PHOTOGRAPHY

April 5, 2013

Submitted to:

Kay Anderson, GIS Coordinator
andersonk@casscountynd.gov
Cass County GIS Department
211 9th Street S
Fargo, ND 58108

Submitted by:

Fugro EarthData, Inc
3600 Jet Drive
Rapid City, SD 57703
(605)343-0280



5 COST PROPOSAL

5.1 Cost for Services

| Cost For Services | Cost |
|---|-------------|
| Mobilization | \$10,500.00 |
| Cost Per Square Mile – Base Area (896 square miles) | \$80.36 |
| Cost Per Square Mile – Additional Area (169 square miles) | \$93.40 |
| Total Cost (based on 1,065 square miles) | \$98,288.00 |

Aerial acquisition in the amount of \$67,200.00 will be invoiced upon its completion. All other Image Processing services will be invoiced upon completion.

Payment of invoice(s) will be due within **30 days of invoice date**. Pricing is valid for 180 days from the date of this proposal. Past due amounts will be charged interest at the rate of 1-1/2% per month.

5.2 Conclusion

Fugro provides the expertise, the resources, the capacity, and the schedule necessary to successfully complete the scope of work requested by Cass County. Having flown flood response projects for the County in previous years, we are familiar with the needs of the County and the time-sensitive nature of this project. Our multiple aircraft and geographic proximity to the project area will ensure that the County gets the right data at exactly the right time. We remain diligent in our desire to see that you receive the products and services that you expect and we will make the extra effort to see that Cass County enjoys a completely successful project experience. We welcome County personnel to visit our facilities, and to review our procedures and personnel as they relate to any facet of the workflow of your project.



RECEIVED

APR 15 2013

MEMORANDUM

CASS COUNTY COMMISSION

**Highway
Department**

Jason Benson, P.E.
County Engineer

Richard S. Sieg
Superintendent

Thomas B. Soucy, P.E.
Design and Construction
Engineer

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer *JB*

DATE: April 12, 2013

SUBJECT: Consent Agenda Item for April 17, 2013 Commission Meeting: Bridge Repair

Attached is a contract with On The Level Construction Inc. for Bridge Repair located in 10/11 Pleasant Township on the Wild Rice River in Cass County.

SUGGESTED MOTION: Authorize Chair to sign the contract.

1201 Main Avenue West
West Fargo, North Dakota
58078-1301

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

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT: ON THE LEVEL CONSTRUCTION INC., 7010 154TH AVENUE NE, GRAFTON, ND 58237

DATE OF REQUEST: April 12, 2013

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: April 17, 2013

DEPARTMENT HEAD REQUESTING SIGNATURE: *Jason Benson, 298-2372*
STATES ATTORNEY SIGNATURE: _____

STATES ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE:

NOTE: Requests for bids for the Bridge Repair located at 10/11 Pleasant Township on a Township Road on the Wild Rice River were opened April 11, 2013. The Engineers estimate was \$37,946.00 The bids received are as follows:

- | | |
|------------------------------------|-------------|
| 1. On The Level Construction, Inc. | \$45,813.00 |
| 2. Wanzek Construction, Inc. | \$66,766.00 |
| 3. Industrial Builders, Inc. | \$90,965.00 |

SUGGESTED MOTION: AUTHORIZE CHAIRMAN TO SIGN CONTRACT WITH ON THE LEVEL CONSTRUCTION INC. FOR THE BRIDGE REPAIR, SUBJECT TO STATE'S ATTORNEYS APPROVAL.

**CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and On The Level Construction Inc., 7010 154th Avenue NE, Grafton, ND 58237 party of the second part (hereinafter called Contractor), WITNESSETH:

1. That for and in consideration of the payments to be made by the party of the first part, the contractor promises and agrees to furnish and deliver all labor, equipment, and materials, and to pay or cause to be paid as they become due, all claims for any work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in and about the improvement and construction of Project TB1007. In accordance and in conformity with the provisions of this contract, the project proposal, the standard specification, supplemental specifications, special provisions, and all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth in the body of this agreement. References in the Standard Specifications for Road and Bridge Construction, 2008 edition, to the North Dakota Department of Transportation or Department must be construed as referring to the owner. Likewise, a reference by the same works to engineer or director must be construed as referring to the owner of the project.

2. The party of the first part agrees and promises to pay to the Contractor for said work, when completed and accepted in accordance with the provisions of this contract, the price set forth in the said proposal, amounting approximately to Forty-Five Thousand, Eight Hundred Thirteen and 00/100 (\$45,813.00) payments to be made as provided in said specifications upon presentation of the proper certificates of the County Engineer, or his representatives, and under the terms of this contract.

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

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

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

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

IN WITNESS THEREOF, the parties to this contract have set their hands and seal this _____ day of _____ 2013.

CASS COUNTY NORTH DAKOTA

Chairman, Cass County Board of Commissioners

Contractor

WITNESS TO CONTRACTOR'S SIGNATURE

By _____

Title _____

**Cass County Highway Department
Contract Bond**

Project No. TB1007

KNOW ALL MEN BY THESE PRESENTS, that we On The Level Construction, Inc., 7010 154th Avenue NE, Grafton, ND 58237 as principal, and _____

NAME AND ADDRESS OF SURETY

as surety, are held and firmly bound unto Cass County, North Dakota, as owner in the penal sum of Forty-Five Thousand, Eight Hundred Thirteen and 00/100 (\$45,813.00) for the use of the owner and also for the use of any person having any lawful claim against the principal or any subcontractor on account of labor or supplies or materials as set forth in the conditions hereof; for the payment of which well and truly to be made we jointly and severally bind ourselves, and each of our heirs, executors, administrators, and successors, firmly by these presents.

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

TB1007 Bridge Repair located at 10/11 Pleasant Township on a Township Road on the Wild Rice River in Cass County, North Dakota, which contract and incorporated plans and specifications are by this reference made a part hereof, and are hereinafter referred to as the contract.

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

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

SIGNED and SEALED this _____ day of _____ 2013.

(SEAL OF PRINCIPAL)

PRINCIPAL

By: _____

Title: _____

SURETY

COMPLETE MAILING ADDRESS

(SEAL OF SURETY)

By: _____

Title: _____

COMPLETE MAILING ADDRESS

IMPORTANT NOTICE

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

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

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

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

**NOTICE TO SURETY
Section 26.1-03-01, N.D.C.C. Provides:**

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

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

ACKNOWLEDGMENT OF PRINCIPAL

State of _____

ss.

County of _____

On this _____ day of _____ 2013, before me a notary public in and for the state of _____, personally appeared _____, known to me to be _____ (title) of the principal described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said principal.

Notary Public, State of _____

(Notary Public must print or type name here.)

(NOTARY SEAL)

My Commission expires _____

ACKNOWLEDGMENT OF SURETY

State of _____

SS.

County of _____

On this _____ day of _____ 2013, before me a notary public in and for the state of _____, personally appeared _____, known to me to be _____ (title) of the surety described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said surety.

Notary Public, State of _____

(Notary Public must print or type name here.)

(NOTARY SEAL)

My commission expires _____

Approved as to form this _____ day of _____ 2013.

Cass County States Attorney

Approved by owner this _____ day of _____ 2013.

By _____
Chairman, Cass County Board of Commissioners



RECEIVED

APR 15 2013

MEMORANDUM

CASS COUNTY COMMISSION


**Highway
Department**

Jason Benson, P.E.
County Engineer

Richard S. Sieg
Superintendent

Thomas B. Soucy, P.E.
Design and Construction
Engineer

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer 

DATE: April 12, 2013

SUBJECT: Consent Agenda Item for April 17, 2013 Commission Meeting: Bridge Repair

Attached is a contract with Wanzek Construction, Inc. for Bridge Repair located at 30 Durbin Township-25 Everest Township on a Tributary of the Maple River in Cass County.

SUGGESTED MOTION: Authorize Chair to sign the contract.

1201 Main Avenue West
West Fargo, North Dakota
58078-1301

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

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT: WANZEK CONSTRUCTION, INC.,
PO BOX 2019, FARGO, ND 58107

DATE OF REQUEST: April 12, 2013

DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE:
April 17, 2013

DEPARTMENT HEAD REQUESTING SIGNATURE: *Jason Benson, 298-2372*
STATES ATTORNEY SIGNATURE: _____

STATES ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE:

NOTE: Requests for bids for the Bridge Repair located at 30 Durbin Township-25 Everest Township on a Tributary of the Maple River were opened April 11, 2013. The Engineers estimate was \$112,200.00 The bids received are as follows:

| | |
|------------------------------------|-------------|
| 1. Wanzek Construction, Inc. | \$48,470.00 |
| 2. Industrial Builders, Inc. | \$48,690.00 |
| 3. On The Level Construction, Inc. | \$56,463.00 |
| 4. Swingen Construction Company | \$96,350.00 |

SUGGESTED MOTION: AUTHORIZE CHAIRMAN TO SIGN CONTRACT WITH WANZEK CONSTRUCTION FOR THE SUBGRADE REPAIR, SUBJECT TO STATE'S ATTORNEYS APPROVAL.

**CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and Wanzek Construction Inc., PO Box 2019, Fargo, ND 58107 party of the second part (hereinafter called Contractor), WITNESSETH:

1. That for and in consideration of the payments to be made by the party of the first part, the contractor promises and agrees to furnish and deliver all labor, equipment, and materials, and to pay or cause to be paid as they become due, all claims for any work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in and about the improvement and construction of Project FL1103-Site 131. In accordance and in conformity with the provisions of this contract, the project proposal, the standard specification, supplemental specifications, special provisions, and all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth in the body of this agreement. References in the Standard Specifications for Road and Bridge Construction, 2008 edition, to the North Dakota Department of Transportation or Department must be construed as referring to the owner. Likewise, a reference by the same works to engineer or director must be construed as referring to the owner of the project.

2. The party of the first part agrees and promises to pay to the Contractor for said work, when completed and accepted in accordance with the provisions of this contract, the price set forth in the said proposal, amounting approximately to Forty-Eight Thousand, Four Hundred Seventy and 00/100 (\$48,470.00) payments to be made as provided in said specifications upon presentation of the proper certificates of the County Engineer, or his representatives, and under the terms of this contract.

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

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

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

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

IN WITNESS THEREOF, the parties to this contract have set their hands and seal this _____ day of _____ 2013.

CASS COUNTY NORTH DAKOTA

Chairman, Cass County Board of Commissioners

Contractor

WITNESS TO CONTRACTOR'S SIGNATURE

By _____

Title _____

**Cass County Highway Department
Contract Bond**

Project No. FL1103-SITE 131

KNOW ALL MEN BY THESE PRESENTS, that we Wanzek Construction, Inc., PO Box 2019, Fargo, ND 58107 as principal, and _____

NAME AND ADDRESS OF SURETY

as surety, are held and firmly bound unto Cass County, North Dakota, as owner in the penal sum of Forty-Eight Thousand, Four Hundred Seventy and 00/100 (\$48,470.00) for the use of the owner and also for the use of any person having any lawful claim against the principal or any subcontractor on account of labor or supplies or materials as set forth in the conditions hereof; for the payment of which well and truly to be made we jointly and severally bind ourselves, and each of our heirs, executors, administrators, and successors, firmly by these presents.

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

FL1103-Site 131 Bridge Repair on Bridge No.9-125-30.1 in Cass County, North Dakota, which contract and incorporated plans and specifications are by this reference made a part hereof, and are hereinafter referred to as the contract.

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

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

SIGNED and SEALED this _____ day of _____ 2013.

(SEAL OF PRINCIPAL)

PRINCIPAL

By: _____

Title: _____

SURETY

COMPLETE MAILING ADDRESS

(SEAL OF SURETY)

By: _____

Title: _____

COMPLETE MAILING ADDRESS

IMPORTANT NOTICE

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

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

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

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

**NOTICE TO SURETY
Section 26.1-03-01, N.D.C.C. Provides:**

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

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

ACKNOWLEDGMENT OF PRINCIPAL

State of _____

ss.

County of _____

On this _____ day of _____ 2013, before me a notary public in and for the state of _____, personally appeared _____, known to me to be _____ (title) of the principal described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said principal.

Notary Public, State of _____

(Notary Public must print or type name here.)

(NOTARY SEAL)

My Commission expires _____

ACKNOWLEDGMENT OF SURETY

State of _____

ss.

County of _____

On this _____ day of _____ 2013, before me a notary public in and for the state of _____, personally appeared _____, known to me to be _____ (title) of the surety described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said surety.

Notary Public, State of _____

(Notary Public must print or type name here.)

(NOTARY SEAL)

My commission expires _____

Approved as to form this _____ day of _____ 2013.

Cass County States Attorney

Approved by owner this _____ day of _____ 2013.

By _____
Chairman, Cass County Board of Commissioners



RECEIVED

'APR 15 2013

MEMORANDUM

CASS COUNTY COMMISSION


**Highway
Department**

Jason Benson, P.E.
County Engineer

Richard S. Sieg
Superintendent

Thomas B. Soucy, P.E.
Design and Construction
Engineer

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer 

DATE: April 12, 2013

SUBJECT: Consent Agenda Item for April 17, 2013 Commission Meeting: Subgrade Repair on Cass County Highway 10

Attached is a contract with Central Specialties, Inc. for Subgrade Repair on Cass County Highway 10, from Buffalo to Cass Highway 5 North.

SUGGESTED MOTION: Authorize Chair to sign the contract.

J:\Admin-Eng\Commission Corrsp 2013\Commission Correspondence\Consent Agenda Memo Central Specialties CH1306.doc

1201 Main Avenue West
West Fargo, North Dakota
58078-1301

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

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT: CENTRAL SPECIALTIES, INC.,
6325 COUNTY ROAD 87 SW, ALEXANDRIA, MN 56308

DATE OF REQUEST: April 12, 2013 DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE:
April 17, 2013

DEPARTMENT HEAD REQUESTING SIGNATURE: *Jason Benson, 298-2372*
STATES ATTORNEY SIGNATURE: _____

STATES ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE:

NOTE: Requests for bids for the Subgrade Repair on Cass County Highway 10 were opened on April 11, 2013. The scope of this project is to incorporate approximately 6% Portland Cement into the subgrade 12" deep and 26' wide, 8 miles long on Cass County Highway 10. The final section after stabilization will have a 30' gravel surface top width. The final aggregate surfacing is 2" of Class 5 to be placed on the center 30' section. Engineers estimate is \$1,285,036.75. The bids received are as follows:

| | |
|---|----------------|
| 1. Central Specialties, Inc. | \$1,071,268.80 |
| 2. Northern Improvement, Co. | \$1,199,892.95 |
| 3. Border States Paving, Inc. | \$1,245,384.75 |
| 4. Rock Solid Stabilization & Reclamation, Inc. | \$1,255,028.15 |
| 5. Rachel Contracting, Inc. | \$1,294,967.00 |
| 6. Strata Corporation | \$1,460,979.76 |
| 7. Mark Sand and Gravel Co. | \$1,471,267.85 |

SUGGESTED MOTION: AUTHORIZE CHAIRMAN TO SIGN CONTRACT WITH CENTRAL SPECIALTIES, INC. FOR THE SUBGRADE REPAIR, SUBJECT TO STATE'S ATTORNEYS APPROVAL.

**CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and Central Specialties, Inc., 6325 County Road 87 SW, Alexandria, MN 56308 party of the second part (hereinafter called Contractor), WITNESSETH:

1. That for and in consideration of the payments to be made by the party of the first part, the contractor promises and agrees to furnish and deliver all labor, equipment, and materials, and to pay or cause to be paid as they become due, all claims for any work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in and about the improvement and construction of Project CH1306. In accordance and in conformity with the provisions of this contract, the project proposal, the standard specification, supplemental specifications, special provisions, and all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth in the body of this agreement. References in the Standard Specifications for Road and Bridge Construction, 2008 edition, to the North Dakota Department of Transportation or Department must be construed as referring to the owner. Likewise, a reference by the same works to engineer or director must be construed as referring to the owner of the project.

2. The party of the first part agrees and promises to pay to the Contractor for said work, when completed and accepted in accordance with the provisions of this contract, the price set forth in the said proposal, amounting approximately to One Million, Seventy One Thousand, Two Hundred Sixty-Eight and 80/100 (\$1,071,268.80) payments to be made as provided in said specifications upon presentation of the proper certificates of the County Engineer, or his representatives, and under the terms of this contract.

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

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

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

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

IN WITNESS THEREOF, the parties to this contract have set their hands and seal this _____ day of _____ 2013.

CASS COUNTY NORTH DAKOTA

Chairman, Cass County Board of Commissioners

Contractor

WITNESS TO CONTRACTOR'S SIGNATURE

By _____

Title _____

**Cass County Highway Department
Contract Bond**

Project No. CH1306

KNOW ALL MEN BY THESE PRESENTS, that we Central Specialties, Inc., 6325 County Road 87 SW, Alexandria, MN 56308 as principal, and _____

NAME AND ADDRESS OF SURETY

as surety, are held and firmly bound unto Cass County, North Dakota, as owner in the penal sum of One Million, Seventy-One Thousand, Two Hundred Sixty-Eight and 80/100 (\$1,071,268.80) for the use of the owner and also for the use of any person having any lawful claim against the principal or any subcontractor on account of labor or supplies or materials as set forth in the conditions hereof; for the payment of which well and truly to be made we jointly and severally bind ourselves, and each of our heirs, executors, administrators, and successors, firmly by these presents.

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

CH1306 Subgrade Repair on County Highway 10 in Cass County, North Dakota, which contract and incorporated plans and specifications are by this reference made a part hereof, and are hereinafter referred to as the contract.

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

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

SIGNED and SEALED this _____ day of _____ 2013.

(SEAL OF PRINCIPAL)

PRINCIPAL

By: _____

Title: _____

SURETY

COMPLETE MAILING ADDRESS

(SEAL OF SURETY)

By: _____

Title: _____

COMPLETE MAILING ADDRESS

IMPORTANT NOTICE

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

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

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

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

**NOTICE TO SURETY
Section 26.1-03-01, N.D.C.C. Provides:**

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

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

ACKNOWLEDGMENT OF PRINCIPAL

State of _____

ss.

County of _____

On this _____ day of _____ 2013, before me a notary public in and for the state of _____, personally appeared _____, known to me to be _____ (title) of the principal described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said principal.

Notary Public, State of _____

(Notary Public must print or type name here.)

(NOTARY SEAL)

My Commission expires _____

ACKNOWLEDGMENT OF SURETY

State of _____

ss.

County of _____

On this _____ day of _____ 2013, before me a notary public in and for the state of _____, personally appeared _____, known to me to be _____ (title) of the surety described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said surety.

Notary Public, State of _____

(Notary Public must print or type name here.)

(NOTARY SEAL)

My commission expires _____

Approved as to form this _____ day of _____ 2013.

Cass County States Attorney

Approved by owner this _____ day of _____ 2013.

By _____
Chairman, Cass County Board of Commissioners



RECEIVED

'APR 15 2013

MEMORANDUM

CASS COUNTY COMMISSION

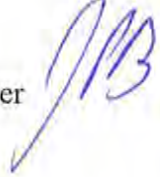
**Highway
Department**

Jason Benson, P.E.
County Engineer

Richard S. Sieg
Superintendent

Thomas B. Soucy, P.E.
Design and Construction
Engineer

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer 

DATE: April 12, 2013

SUBJECT: Consent Agenda Item for April 17, 2013 Commission Meeting: Box Culvert Replacement

Attached is a contract with Gladen Construction Inc. for a Box Culvert Replacement located at 35 Cornell Township/3 Tower Township on Cass County Highway 32, over Drain 56.

SUGGESTED MOTION: Authorize Chair to sign the contract.

1201 Main Avenue West
West Fargo, North Dakota
58078-1301

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

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT: GLADEN CONSTRUCTION, INC.,
40739 US 71, LAPORTE MN 56461

DATE OF REQUEST: April 12, 2013

DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE:
April 17, 2013

DEPARTMENT HEAD REQUESTING SIGNATURE: *Jason Benson, 298-2372*
STATES ATTORNEY SIGNATURE: _____

STATES ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE:

NOTE: Requests for bids for the Box Culvert Replacement located at 35 Cornell Township/3 Tower Township on Cass County Highway 32 were opened April 11, 2013. The Engineers estimate was \$310,477.00 The bids received are as follows:

| | |
|-------------------------------------|--------------|
| 1. Gladen Construction, Inc. | \$194,716.00 |
| 2. Riley Brothers Construction | \$211,772.00 |
| 3. Midwest Contracting, Inc. | \$215,292.00 |
| 4. Sellin Brothers, Inc. | \$217,604.70 |
| 5. On The Level Construction, Inc. | \$229,352.00 |
| 6. Northern States Excavating, Inc. | \$230,870.00 |
| 7. Central Specialties, Inc. | \$234,328.72 |
| 8. Taggart Excavating, Inc. | \$236,171.00 |
| 9. Excavating, Inc. | \$245,944.40 |
| 10. Wanzek Construction, Inc. | \$303,609.20 |

SUGGESTED MOTION: AUTHORIZE CHAIRMAN TO SIGN CONTRACT WITH GLADEN CONSTRUCTION INC. FOR THE BOX CULVERT REPLACEMENT, SUBJECT TO STATE'S ATTORNEYS APPROVAL.

**CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and Gladen Construction, Inc., 40739 US 71, Laporte MN 56461 party of the second part (hereinafter called Contractor), WITNESSETH:

1. That for and in consideration of the payments to be made by the party of the first part, the contractor promises and agrees to furnish and deliver all labor, equipment, and materials, and to pay or cause to be paid as they become due, all claims for any work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in and about the improvement and construction of Project CB1204. In accordance and in conformity with the provisions of this contract, the project proposal, the standard specification, supplemental specifications, special provisions, and all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth in the body of this agreement. References in the Standard Specifications for Road and Bridge Construction, 2008 edition, to the North Dakota Department of Transportation or Department must be construed as referring to the owner. Likewise, a reference by the same works to engineer or director must be construed as referring to the owner of the project.

2. The party of the first part agrees and promises to pay to the Contractor for said work, when completed and accepted in accordance with the provisions of this contract, the price set forth in the said proposal, amounting approximately to One Hundred Ninety-Four Thousand, Seven Hundred Sixteen and 60/100 (\$194,716.60) payments to be made as provided in said specifications upon presentation of the proper certificates of the County Engineer, or his representatives, and under the terms of this contract.

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

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

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

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

IN WITNESS THEREOF, the parties to this contract have set their hands and seal this _____ day of _____ 2013.

CASS COUNTY NORTH DAKOTA

Chairman, Cass County Board of Commissioners

Contractor

WITNESS TO CONTRACTOR'S SIGNATURE

By _____

Title _____

**Cass County Highway Department
Contract Bond**

Project No. CB1204

KNOW ALL MEN BY THESE PRESENTS, that we Gladen Construction Inc., 40739 US 71, Laporte MN 56461 as principal, and _____

NAME AND ADDRESS OF SURETY

as surety, are held and firmly bound unto Cass County, North Dakota, as owner in the penal sum of One Hundred Ninety-Four Thousand, Seven Hundred Sixteen and 60/100 (\$194,716.60) for the use of the owner and also for the use of any person having any lawful claim against the principal or any subcontractor on account of labor or supplies or materials as set forth in the conditions hereof; for the payment of which well and truly to be made we jointly and severally bind ourselves, and each of our heirs, executors, administrators, and successors, firmly by these presents.

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

CB1204 Box Culvert Replacement at 35 Cornell-3 Tower Townships in Cass County, North Dakota, which contract and incorporated plans and specifications are by this reference made a part hereof, and are hereinafter referred to as the contract.

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

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

SIGNED and SEALED this _____ day of _____ 2013.

(SEAL OF PRINCIPAL)

PRINCIPAL

By: _____

Title: _____

SURETY

COMPLETE MAILING ADDRESS

(SEAL OF SURETY)

By: _____

Title: _____

COMPLETE MAILING ADDRESS

IMPORTANT NOTICE

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

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

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

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

**NOTICE TO SURETY
Section 26.1-03-01, N.D.C.C. Provides:**

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

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

ACKNOWLEDGMENT OF PRINCIPAL

State of _____

ss.

County of _____

On this _____ day of _____ 2013, before me a notary public in and for the state of _____, personally appeared _____, known to me to be _____ (title) of the principal described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said principal.

Notary Public, State of _____

(Notary Public must print or type name here.)

(NOTARY SEAL)

My Commission expires _____

ACKNOWLEDGMENT OF SURETY

State of _____

ss.

County of _____

On this _____ day of _____ 2013, before me a notary public in and for the state of _____, personally appeared _____, known to me to be _____ (title) of the surety described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said surety.

Notary Public, State of _____

(Notary Public must print or type name here.)

(NOTARY SEAL)

My commission expires _____

Approved as to form this _____ day of _____ 2013.

Cass County States Attorney

Approved by owner this _____ day of _____ 2013.

By _____
Chairman, Cass County Board of Commissioners



RECEIVED

APR 15 2013

MEMORANDUM

CASS COUNTY COMMISSION


**Highway
Department**

Jason Benson, P.E.
County Engineer

Richard S. Sieg
Superintendent

Thomas B. Soucy, P.E.
Design and Construction
Engineer

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer 

DATE: April 12, 2013

SUBJECT: Consent Agenda Item for April 17, 2013 Commission Meeting: Box Culvert Replacement

Attached is a contract with Riley Brothers Construction for a Box Culvert Replacement located at 15/22 Gunkel Township on Cass County Highway 34 on the south branch of the Elm River.

SUGGESTED MOTION: Authorize Chair to sign the contract.

1201 Main Avenue West
West Fargo, North Dakota
58078-1301

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

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT: RILEY BROTHERS
CONSTRUCTION, INC., PO BOX 535, MORRIS, MN 56256

DATE OF REQUEST: April 12, 2013

DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE:
April 17, 2013

DEPARTMENT HEAD REQUESTING SIGNATURE: *Jason Benson, 298-2372*
STATES ATTORNEY SIGNATURE: _____

STATES ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE:

NOTE: Requests for bids for the Box Culvert Replacement located at 15/22 Gunkel Township on Cass County Highway 34 were opened April 11, 2013. The Engineers estimate was \$227,415.00 The bids received are as follows:

| | |
|--------------------------------------|--------------|
| 1. Riley Brothers Construction, Inc. | \$135,691.50 |
| 2. Gladen Construction, Inc. | \$139,271.35 |
| 3. Sellin Brothers, Inc. | \$151,073.75 |
| 4. Midwest Contracting, Inc. | \$151,608.00 |
| 5. Northern States Excavating, Inc. | \$155,200.80 |
| 6. On The Level Construction, Inc. | \$161,774.00 |
| 7. Excavating, Inc. | \$169,209.80 |
| 8. Taggart Excavating, Inc. | \$170,282.00 |
| 9. Central Specialties, Inc. | \$170,437.32 |
| 10. Wanzek Construction, Inc. | \$223,524.10 |

SUGGESTED MOTION: AUTHORIZE CHAIRMAN TO SIGN CONTRACT WITH RILEY BROTHERS CONSTRUCTION FOR THE BOX CULVERT REPLACEMENT, SUBJECT TO STATE'S ATTORNEYS APPROVAL.

**CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and Riley Brothers Construction, Inc., PO Box 535, Morris MN 56256 party of the second part (hereinafter called Contractor), WITNESSETH:

1. That for and in consideration of the payments to be made by the party of the first part, the contractor promises and agrees to furnish and deliver all labor, equipment, and materials, and to pay or cause to be paid as they become due, all claims for any work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in and about the improvement and construction of Project CB1201. In accordance and in conformity with the provisions of this contract, the project proposal, the standard specification, supplemental specifications, special provisions, and all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth in the body of this agreement. References in the Standard Specifications for Road and Bridge Construction, 2008 edition, to the North Dakota Department of Transportation or Department must be construed as referring to the owner. Likewise, a reference by the same works to engineer or director must be construed as referring to the owner of the project.

2. The party of the first part agrees and promises to pay to the Contractor for said work, when completed and accepted in accordance with the provisions of this contract, the price set forth in the said proposal, amounting approximately to One Hundred Thirty-Five Thousand, Six Hundred Ninety-One and 50/100 (\$135,691.50) payments to be made as provided in said specifications upon presentation of the proper certificates of the County Engineer, or his representatives, and under the terms of this contract.

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

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

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

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

IN WITNESS THEREOF, the parties to this contract have set their hands and seal this _____ day of _____ 2013.

CASS COUNTY NORTH DAKOTA

Chairman, Cass County Board of Commissioners

Contractor

WITNESS TO CONTRACTOR'S SIGNATURE

By _____

Title _____

**Cass County Highway Department
Contract Bond**

Project No. CB1204

KNOW ALL MEN BY THESE PRESENTS, that we Riley Brothers Construction, Inc., PO Box 535, Morris MN 56256 as principal, and _____

NAME AND ADDRESS OF SURETY

as surety, are held and firmly bound unto Cass County, North Dakota, as owner in the penal sum of One Hundred Thirty-Five Thousand, Six Hundred Ninety-One and 50/100 (\$135,691.50) for the use of the owner and also for the use of any person having any lawful claim against the principal or any subcontractor on account of labor or supplies or materials as set forth in the conditions hereof; for the payment of which well and truly to be made we jointly and severally bind ourselves, and each of our heirs, executors, administrators, and successors, firmly by these presents.

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

CB1201 Box Culvert Replacement at 15/22 Township on Cass County Highway 34 in Cass County, North Dakota, which contract and incorporated plans and specifications are by this reference made a part hereof, and are hereinafter referred to as the contract.

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

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

SIGNED and SEALED this _____ day of _____ 2013.

(SEAL OF PRINCIPAL)

PRINCIPAL

By: _____

Title: _____

SURETY

COMPLETE MAILING ADDRESS

(SEAL OF SURETY)

By: _____

Title: _____

COMPLETE MAILING ADDRESS

IMPORTANT NOTICE

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

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

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

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

**NOTICE TO SURETY
Section 26.1-03-01, N.D.C.C. Provides:**

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

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

ACKNOWLEDGMENT OF PRINCIPAL

State of _____

ss.

County of _____

On this _____ day of _____ 2013, before me a notary public in and for the state of _____, personally appeared _____, known to me to be _____ (title) of the principal described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said principal.

Notary Public, State of _____

(Notary Public must print or type name here.)

(NOTARY SEAL)

My Commission expires _____

ACKNOWLEDGMENT OF SURETY

State of _____

ss.

County of _____

On this _____ day of _____ 2013, before me a notary public in and for the state of _____, personally appeared _____, known to me to be _____ (title) of the surety described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said surety.

Notary Public, State of _____

(Notary Public must print or type name here.)

(NOTARY SEAL)

My commission expires _____

Approved as to form this _____ day of _____ 2013.

Cass County States Attorney

Approved by owner this _____ day of _____ 2013.

By _____
Chairman, Cass County Board of Commissioners



North Dakota Department of Transportation

Grant Levi, P.E.
Interim Director

Jack Dalrymple
Governor

April 8, 2013

RECEIVED

APR 11 2013

MICHAEL MONTPLAISIR
CASS COUNTY AUDITOR
211 9TH ST SOUTH
FARGO, ND 58103-1833

CASS COUNTY COMMISSION

Re: SS-8-046(019)105, PCN 16389
Quit Claim Deed
A portion of the SE1/4 SE1/4 of Section 35, Township 137N, Range 49W
3.46 Acres

Dear Mr. Montplaisir:

By referencing the enclosed map and the plats prepared by the NDDOT Design Division, you will note that the State owns a portion of Hwy 46 and the Counties of Cass and Richland own a portion of Hwy 46; heading east from I-29 to County Road 81 and/or 174th Ave SE. It is our intentions to obtain ownership from Cass and Richland Counties and maintain the entire portion of this highway. This will eliminate any further confusion as to who should maintain this portion of the road.

I am also enclosing a Quit Claim Deed for the transfer of ownership. Please review, complete, sign and return the deed to:

Cindy Graff
NDDOT
Environmental & Transportation Services
608 East Boulevard Avenue
Bismarck ND 58505-0700

I thank you in advance for your prompt response to this matter.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Mary L. Fahlsing".

Mary L. Fahlsing
Environmental & Transportation Services

Enclosures: 3

QUITCLAIM DEED (County to State)

North Dakota Department of Transportation
Environmental & Transportation Services
DOT 6779 (Rev. 04-2011)

| |
|------------------|
| Project |
| SS-8-046(019)105 |
| Parcel(s) |
| 1A-1 |

PCN

| | | | | |
|---|---|---|---|---|
| 1 | 6 | 3 | 8 | 9 |
|---|---|---|---|---|

This deed, made this _____ day of _____, 20 13, between _____ CASS County, a municipal corporation, whose address is 211 9th St South, Fargo, ND 58103-1833 hereinafter referred to as the Grantor, and the state of North Dakota for the use and benefit of the North Dakota Department of Transportation, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, county of Burleigh, state of North Dakota, hereinafter referred to as Grantee;

WITNESSETH, That the Grantor, by and in accordance with Section 24-01-46 of the North Dakota Century Code, does by these presents, BARGAIN, SELL, REMISE, RELEASE, QUITCLAIM, and CONVEY to the Grantee, and to its assigns, FOREVER, all right, title to, and interest in the following described lot _____, piece _____ or parcel _____ of land situated in CASS county, state of North Dakota, and known and more specifically described as follows, to wit:

Parcel Number 1A-1

A portion of the SE ¼ of the SE ¼ of Section 35, Township 137 N, Range 49 W, of the 5th Principal Meridian, County of Cass, State of North Dakota, described as follows and as shown on plat 1A of 1:

Commencing at the SE corner of section 35, thence northerly along the east line of section 35, N 01 deg. 12 min. 06 sec. W a distance of 32.20 feet. Thence S 88 deg. 47 min. 54 sec. W a distance of 33.00 feet to the point of beginning. Thence S 87 deg. 23 min. 45 sec. W along a line that is 33 feet northerly of and parallel with south line of section 35 a distance of 1280.60 feet. Thence N 03 deg. 03 min. 15 sec. W along the west line of the SE ¼ of the SE ¼ of section 35 a distance of 67.00 feet. Thence N 87 deg. 23 min. 45 sec. E along a line that is 100 feet northerly of and parallel with the south line of section 35 a distance of 915.84 feet. Thence N 43 deg. 06 min. 21 sec. E along the northerly site distance triangle of 174th Ave. SE and ND 46 a distance of 429.23 feet. Thence N 87 deg. 23 min. 45 sec. E a distance of 67.02 feet. Thence S 01 deg. 12 min. 06 sec. E along a line that is 33 feet westerly of and parallel with the east line of section 35 a distance of 366.84 feet to the point of beginning.

Said parcel is shown on the plat as parcel 1A-1 and contains 3.46 Acres more or less, and is subject to any easements or rights of way previously acquired.

END OF DESCRIPTION.

The legal description was prepared by Lou Ann Gosbee, North Dakota Department of Transportation, 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700.

TO HAVE AND TO HOLD, The above quitclaimed premises, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the Grantee, its heirs and assigns.

EXECUTED the date first above written.

Name (Type or Print)

Name (Type or Print)

Signature

Signature

County Auditor

Chairman, Board of County Commissioners

Date

_____ County of North Dakota

Date

ACKNOWLEDGEMENT

STATE OF NORTH DAKOTA)
)SS
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____ known to me to be the person named in and who executed the foregoing instrument and acknowledged that _____ executed the same.

(Seal or Stamp)

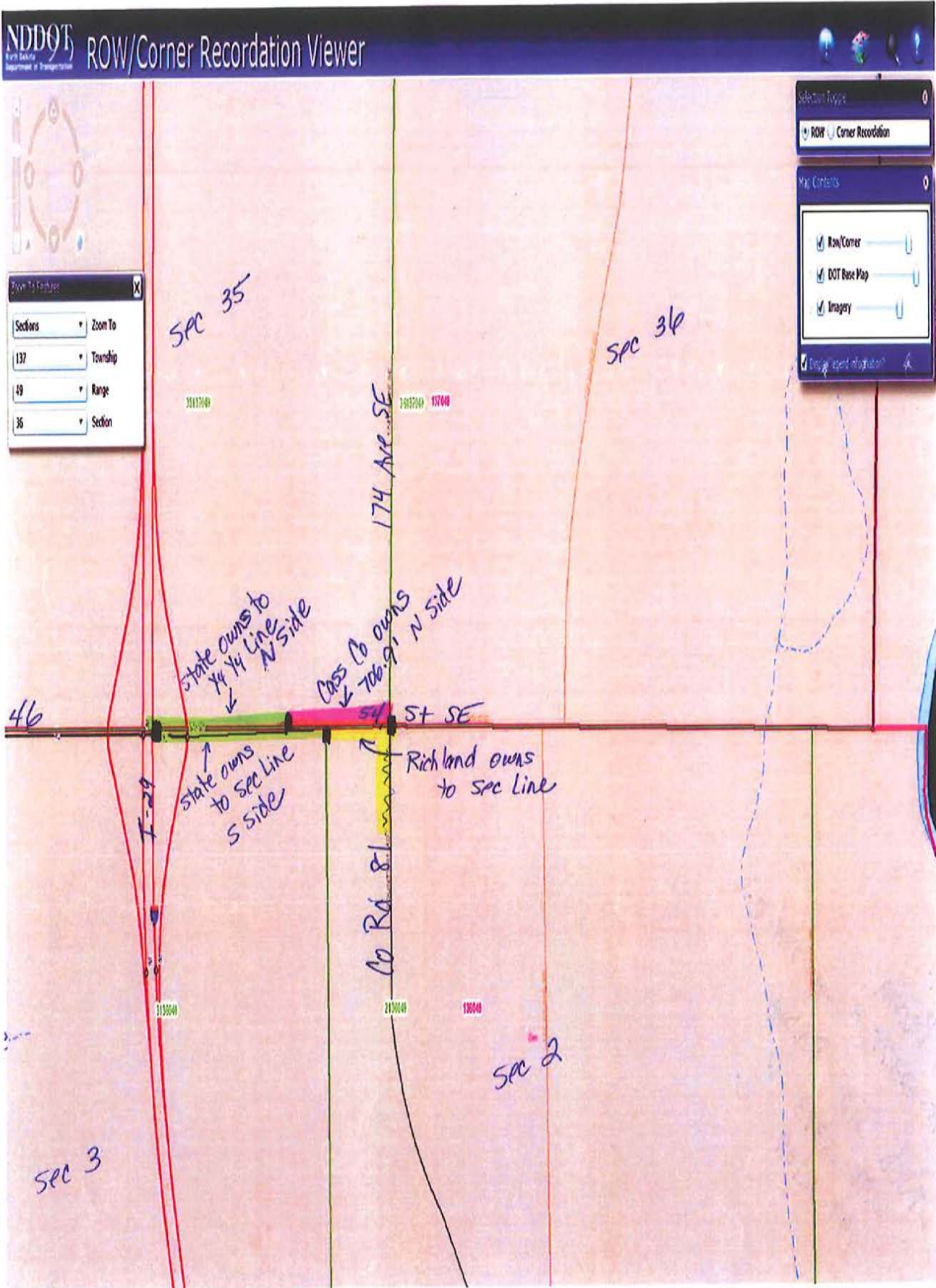
PRINT, TYPE OR STAMP NAME OF NOTARY

My commission expires _____

For Recording Purposes Only

NDDOT Use Only
I certify that the requirements for a report or statement of full consideration paid does not apply because this deed is for one of the transactions exempted by subdivision of subsection 7 of NDCCSS 11-18-02.2(7).

NORTH DAKOTA DEPT. OF TRANSPORTATION
MS Gaydos
MARK S. GAYDOS
Director of Environmental & Transportation Services Grantee or Agent
Date _____





LOCAL PERMIT OR CHARITY LOCAL PERMIT
OFFICE OF ATTORNEY GENERAL
 SFN 17926 (06-2009)

Type: Local Permit * Charity Local Permit

Permit Number
480

| | | | | |
|---|--|---|------------------------|--|
| Name of Organization Jami Nylander Benefit Committee | | Date(s) Authorized (Read instruction 2) | | |
| Contact Person Daisy Trautman | Business Phone Number (701) 200-3178 | 5/4/2013 Beginning | to | 5/4/2013 Ending |
| Mailing Address 8236 100th St S | City Sabin | State MN | Zip Code 56580-0000 | |
| Site Name Bonanzaville U S A | Site Address 1351 Main Avenue | | | |
| City West Fargo | State ND | Zip Code 58078-0000 | County Cass | |
| Check the Game(s) Authorized: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. | | | | |
| <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker* <input type="checkbox"/> Twenty-one* <input type="checkbox"/> Paddlewheels* | | | | |
| Restriction: | | | | |
| Requirement: For a "Charity Local Permit," the organization must file a "Report on a Charity Local Permit" with the city or county auditor <u>and</u> Office of Attorney General within 30 days of the event. | | | | |
| Date 4/17/2013 | Signature of: <input type="checkbox"/> City Auditor <input checked="" type="checkbox"/> County Auditor | Printed Name of City or County Auditor Michael Montplaisir | | Auditor Telephone Number (701) 241-5600 |

Please see the instructions on the backside of this form on how to complete the Permit.
 For a raffle or calendar raffle, read "Information Required to be Preprinted on a Standard Raffle Ticket" below.

 cut along this line

INFORMATION REQUIRED TO BE PREPRINTED ON A STANDARD RAFFLE TICKET:

1. Name of organization;
2. Ticket number;
3. Price of the ticket, including any discounted price;
4. Prize, description of an optional prize selectable by a winning player, or option to convert a merchandise prize to a cash prize that is limited to the lesser of the value of the merchandise prize or two thousand five hundred dollars. However, if there is insufficient space on a ticket to list each minor prize that has a retail price not exceeding twenty dollars, an organization may state the total number of minor prizes and their total retail price;
5. For a licensed organization, print "office of attorney general" and license number. For an organization that has a permit, print the authorizing city or county and permit number;
6. A statement that a person is or is not required to be present at a drawing to win;
7. Date and time of the drawing or drawings and, if the winning player is to be announced later, date and time of that announcement. For a calendar raffle, if the drawings are on a same day of the week or month, print the day and time of the drawing;
8. Location and street address of the drawing;
9. If a merchandise prize requires a title transfer involving the department of transportation, a statement that a winning player is or is not liable for sales or use tax;
10. If a purchase of a ticket or winning prize is restricted to a person of minimum age, a statement that a person must be at least " " years of age to buy a ticket, or win a prize;
11. A statement that a purchase of the ticket is not a charitable donation;
12. If a secondary prize is an unguaranteed cash or merchandise prize, a statement that the prize is not guaranteed to be won and odds of winning the prize based on numbers of chances; and
13. If a prize is live beef or dairy cattle, horse, bison, sheep or pig, a statement that the winning player may convert the prize to a cash prize that is limited to the lesser of the market value of the animal or two thousand five hundred dollars.

RESOLUTION

WHEREAS, the Jami Nylander Benefit Committee has made application to the Board of Cass County Commissioners of the County of Cass for permission to conduct a game of chance; and

WHEREAS, said game of chance is to be conducted May 4, 2013, at Bonanzaville, U.S.A. in West Fargo, North Dakota; and,

WHEREAS, the sworn statement of facts contained in the application of the Jami Nylander Benefit Committee for such permit indicates the Jami Nylander Benefit Committee is qualified and eligible to conduct a game of chance in accordance with the laws of the State of North Dakota;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Cass County: That the Jami Nylander Benefit Committee is hereby authorized to conduct a game of chance on May 4, 2013; and that the nature of the game authorized to be conducted is: Raffle.

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

Michael Montplaisir, being first duly sworn, deposes and says that he is the duly appointed County Auditor of the County of Cass and that the foregoing resolution is a true and correct copy of a resolution duly adopted by the County Commissioners of the County of Cass; and that such resolution is a true and correct transcript of the permanent records of the minutes of the meeting of the Board of County Commissioners of the County of Cass held on the 17th day of April, 2013.

Michael Montplaisir, County Auditor

SUGGESTED MOTION:

Move to approve a raffle permit for the Jami Nylander Benefit Committee to be held May 4, 2013, at Bonanzaville, U.S.A. in West Fargo, North Dakota.

Due: April 11th, Noon



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (9-2009)

Application for: Local Permit * Charity Local Permit (one event per year)

Name of Non-profit Organization

Date(s) of Activity May 4th 11am-4pm
~~to~~ 5-4-13 to 5-4-13

Person Responsible for the Gaming Operation and the Disbursement of Net Income: Jami Nylander Benefit Committee

Person Responsible: Daisy L Trautman Title: Lead volunteer Business Phone Number: 701-200-3178

Business Address: 8236 100 St S @ Bonanzaville City: Sabin State: MN Zip Code: 55580

Mailing Address (if different): 1351 Main Ave City: Sabin State: MN Zip Code: 55580

Name of Site Where Game(s) will be Conducted: West Fargo Site Address: 1351 Main Ave

City: West Fargo State: ND Zip Code: 58078 County: Cass

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be conducted only by a Charity Local Permit.

Bingo Raffle Calendar Raffle Sports Pool Poker * Twenty-one * Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

| Game Type | Description of Prize | Retail Value of Prize | Game Type | Description of Prize | Retail Value of Prize |
|----------------------|------------------------------------|--|-----------|----------------------|-----------------------|
| Wine Pull Raffle | 1 of 30 Btl's of Wine | 30 x \$20 = \$600 | | | |
| Split the Pot Raffle | Cash | \$250 | | | |
| Split the Pot Raffle | Cash | \$250 | | | |
| Split the Pot Raffle | Cash | \$250 | | | |
| 25 - Meat Raffles | Meat Pkg. | 25 pkgs x \$20 = \$500 | | | |
| Gun Raffle | Fire Arm | Less than \$1,000 | | | |
| Raffle Board | Gift Certificate to Local Business | Total of All Gift Certificates Less than \$2,000 | | | |

(Limit \$12,000 per year)
 Total: \$ 4,850.00

Intended uses of gaming proceeds: Medical Bills.

Does the organization presently have a state gaming license? No Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ _____ . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official: Daisy L Trautman Date: 4/10/13 Title: Lead volunteer Business Phone Number: 701-200-3178

PRIZE RESTRICTIONS:

A single cash prize cannot exceed \$4,000 and total cash prizes for a raffle cannot exceed \$4,000 in one day.

The retail value of a merchandise prize cannot exceed \$6,000.

The total of all cash prizes and retail value of all merchandise prizes for all games cannot exceed \$12,000 per year.

If the value of the planned cash and merchandise prizes exceeds \$12,000, the organization must reduce the prizes to this limit or apply for a state license with the Office of Attorney General.

LOCAL PERMIT AND CHARITY LOCAL PERMIT:

The major differences between a local permit and charity local permit are:

| | <u>Local Permit</u> | <u>Charity Local Permit</u> |
|---------------------------------|----------------------------------|---|
| Number of events per year | Limited by prizes | One |
| Must file an information report | No | Yes |
| May pay employees compensation | Yes | No |
| Must use chips as wagers | No | Yes |
| Use of net income | Unrestricted | Restricted |
| Games allowed | Bingo Raffles Sports pools | Bingo Raffles Sports pools Poker Twenty-one Paddlewheels |

Compared to a "Local Permit," an organization with a "Charity Local permit" may conduct 3 more game types, but is restricted to 1 event per year, must file an information report with the city or county and Office of Attorney General, and disburse net income to eligible uses. These uses are described by North Dakota Century Code § 53-06.1-11.1(2) and North Dakota Administrative Code § 99-01.3-14-02. Refer to the backside of the "Report on a Charity Local Permit" form for a general list of eligible uses.

For a Charity Local Permit, one method to ensure that the total of all cash prizes and retail value of all merchandise prizes do not exceed \$12,000 is to charge each player a standard amount at the start of the event for a certain number or value of chips. If a player loses all of the player's chips, the player may re-buy chips. The player would play games and, at the end of the event, the organization would auction merchandise prizes to the players. The player who bid the highest number or value of chips for a prize would win that prize. For those players who have chips but did not successfully bid on a prize, the organization may redeem the chips for a predetermined cash value per chip. For this method, the value of the players' chips redeemed for cash is not a prize.

INFORMATION REQUIRED TO BE PREPRINTED ON A STANDARD RAFFLE TICKET:

1. Name of organization;
2. Ticket number;
3. Price of the ticket, including any discounted price;
4. Prize, description of an optional prize selectable by a winning player, or option to convert a merchandise prize to a cash prize that is limited to the lesser of the value of the merchandise prize or four thousand dollars. However, if there is insufficient space on a ticket to list each minor prize that has a retail price not exceeding twenty dollars, an organization may state the total number of minor prizes and their total retail price;
5. For a licensed organization, print "office of attorney general" and license number. For an organization that has a permit, print the authorizing city or county and permit number;
6. A statement that a person is or is not required to be present at a drawing to win;
7. Date and time of the drawing or drawings and, if the winning player is to be announced later, date and time of that announcement. For a calendar raffle, if the drawings are on a same day of the week or month, print the day and time of the drawing;
8. Location and street address of the drawing;
9. If a merchandise prize requires a title transfer involving the department of transportation, a statement that a winning player is or is not liable for sales or use tax;
10. If a purchase of a ticket or winning prize is restricted to a person of minimum age, a statement that a person must be at least " " years of age to buy a ticket, or win a prize;
11. A statement that a purchase of the ticket is not a charitable donation;
12. If a secondary prize is an unguaranteed cash or merchandise prize, a statement that the prize is not guaranteed to be won and odds of winning the prize based on numbers of chances; and
13. If a prize is live beef or dairy cattle, horse, bison, sheep or pig, a statement that the winning player may convert the prize to a cash prize that is limited to the lesser of the market value of the animal or four thousand dollars.

INSTRUCTIONS:

After a city or county governing board has authorized an organization to receive a local permit or charity local permit, the city or county auditor must complete this form.

1. Enter the city or county assigned "Permit Number."
2. Enter the beginning and ending date(s) for which the permit is authorized.
 - a. A permit must be on a fiscal year basis from July first to June thirtieth or on a calendar-year basis.
 - b. For a "one time" raffle, the beginning and ending dates for "Date(s) Authorized" is the date of the prize drawing.
 - c. A local permit can be issued for one or more events per year.
 - d. If a local permit is issued for more than one event, enter the date of the first event as the "beginning" date and the date of the last event as the "ending" date.
 - e. A permit may not be issued more than six months prior to the first raffle drawing date.
 - f. A charity local permit may be issued for only one event per year. If the organization has received a local permit during the fiscal year, it may not receive a charity local permit. If the organization received a charity local permit during the fiscal year, it may not receive a local permit.
3. Enter any restriction placed on the organization, such as days of the week or designation of an area at a site where games may be conducted.
4. Provide a "Report on a Charity Local Permit" form to the organization. **(If a Charity Local Permit, only)**
5. Make two copies of the completed form. Provide the **original** form to the organization, keep one copy for the file and, within fourteen days of issuance, mail a copy to: OFFICE OF ATTORNEY GENERAL; LICENSING SECTION; 600 E BOULEVARD AVE - DEPT 125; BISMARCK ND 58505-0040.

If questions on the local permit or charity local permit process, please contact Missy Tesky at: 1-800-326-9240