

AMENDED ITEMS—AUGUST 19, 2013

CONSENT AGENDA:

f. Special event permit

SUGGESTED MOTION:

Move to approve a special event permit for the West Fargo Speedway Steakhouse & Event Center to serve alcoholic beverages on September 14, 2013, during the hours of 5:00 PM to 11:30 PM for a wedding reception to be held at Bonanzaville, U.S.A. in West Fargo, North Dakota.

h. Contract approval

SUGGESTED MOTION:

Move to authorize the chairman to sign the following contract(s) submitted by respective department head(s), subject to state's attorney approval:

- Swingen Construction Company—bridge abutment repair on a bridge located in Sections 10 and 11 of Pleasant Township on the Wild Rice River;
- Northern Improvement Co.—bituminous patching on various county highways.

REGULAR AGENDA:

8a. Contract for deed cancellation

SUGGESTED MOTION:

Move to authorize the chairman to sign the necessary documentation to facilitate a listing and eventual sale of 4893 Lavonne Court South in Fargo, North Dakota, subject to review by the State's Attorney and County Auditor.

SPECIAL PERMIT

The Board of Cass County Commissioners hereby authorizes the West Fargo Speedway Steakhouse & Event Center, an on and off sale (on sale, off sale OR on and off sale) alcoholic beverage licensee, whose address is 680 West Main Avenue in West Fargo, North Dakota, and whose alcoholic beverage license was issued by the City of West Fargo, License No. 24, to conduct a special event, public dance, music festival, or public concert wherein alcoholic beverages will be sold on the date of September 14, 2013, at Bonanzaville U.S.A. in West Fargo, North Dakota.

By order of the Board of Cass County Commissioners this 19th day of August, 2013.

Vern Bennett, Chairman
Cass County Commission

SEAL

SUGGESTED MOTION:

Move to approve a special event permit for the West Fargo Speedway Steakhouse & Event Center to serve alcoholic beverages on September 14, 2013, during the hours of 5:00 PM to 11:30 PM for a wedding reception to be held at Bonanzaville, U.S.A., in West Fargo, North Dakota.

SPEEDWAY STEAKHOUSE & EVENT CENTER

P.O. Box 802
West Fargo, ND 58078
701-281-2388

www.speedwayeventcenter.com

RECEIVED

AUG 14 2013

CASS COUNTY COMMISSION

August 6, 2013

Cass County Commission
P.O. Box 2806
Fargo, ND 58108

To Whom It May Concern:

Re: Temporary Liquor License / Speedway

We would like to apply for a temporary liquor license for the following:

Location: Bonanzaville
Date: September 14th
Time: 5 pm – 11:30
Event: Kukowski wedding reception
Liquor License: 24

Thank you for your time – please find the application fee of \$25.00 enclosed. If you have any questions, please do not hesitate to call.

Thank you,

Linda Burdick
Encl:



RECEIVED

AUG 16 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: August 8, 2013 

SUBJECT: Consent Agenda Item for August 19, 2013 Commission Meeting: Bridge Repair in Pleasant Township

Attached is a contract with Swingen Construction Company for a Bridge Repair located at Pleasant Township in Section 10 and 11 across the Wild Rice 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: Swingen Construction Company,
P.O. Box 13456, Grand Forks, ND 58208-3456

DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE:

DATE OF REQUEST: August 8, 2013

August 19, 2013

DEPARTMENT HEAD REQUESTING SIGNATURE: *FORWARDED BY Jason Benson* *Jason Benson* 298-2372

STATES ATTORNEY SIGNATURE: _____

STATES ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE:

NOTE: Bids for bridge abutment repair on the bridge located on a township road in Pleasant Township between sections 10 and 11 on the Wild Rice River were opened on August 8, 2013. The Engineers estimate was \$109,000.00. The bids are as follows:

- | | |
|---------------------------------|--------------|
| 1. Swingen Construction Company | \$118,700.00 |
| 2. Industrial Builders, Inc. | \$118,725.00 |
| 3. Wanzek Construction, Inc. | \$136,190.00 |
| 4. Meyer Contracting | \$175,240.00 |

SUGGESTED MOTION: AUTHORIZE CHAIRMAN TO SIGN CONTRACT WITH SWINGEN CONSTRUCTION COMPANY FOR BRIDGE REPAIR IN PLEASANT TOWNSHIP.

**CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and Swingen Construction Company, PO Box 13456, Grand Forks, ND 58208-3456 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 One Hundred eighteen Thousand, Seven Hundred and 00/100 (\$118,700.00) 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 Swingen Construction Company, PO Box 13456, Grand Forks, ND 58208-3456 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 Eighteen Thousand, Seven Hundred and 00/100 (\$118,700.00) 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, Section 10 and 11 Pleasant Township on 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.

PRINCIPAL

(SEAL OF PRINCIPAL)

By: _____

Title: _____

SURETY

COMPLETE MAILING ADDRESS

(SEAL OF SURETY)

By: _____

Title: _____

COMPLETE MAILING ADDRESS

IMPORTANT NOTICE

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

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

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

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

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

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

If excess reinsurance agreements are required on this bond, an affidavit executed by an officer of the surety shall be attached, stating that such reinsurance agreements have been entered into and are in effect at the time the bond is executed, giving the name 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

AUG 16 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 *JS*

DATE: August 15, 2013 *For*

SUBJECT: Consent Agenda Item for August 19, 2013 Commission Meeting: Bituminous Patching on Various Cass County Highways

Attached is a contract with Northern Improvement Co, for Bituminous Patching on various Cass County Highways.

SUGGESTED MOTION: Authorize Chair to sign the contract.

J:\Admin-Eng\Commission Corrsp\2013 Commission Correspondence\Consent Agenda Memo Northern Improvement.doc

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

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

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT: NORTHERN IMPROVEMENT CO.,
PO BOX 2846, FARGO, ND 58108

DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE:

DATE OF REQUEST: August 15, 2013

August 19, 2013

DEPARTMENT HEAD REQUESTING SIGNATURE: *FOR: Jason Benson, 298-2372*

STATES ATTORNEY SIGNATURE: _____

STATES ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

NOTE: Requests for bids for Bituminous Patching on various Cass County Highways in Cass County were opened August 15, 2013. The Engineers estimate was \$157,756.00
Proposals were purchased by the following companies:

- 1. Knife River Materials
- 2. Mark Sand and Gravel
- 3. Central Specialties, Inc.
- 4. Northern Improvement Company
- 5. NorthStar Safety, Inc.
- 6. Border States Paving, Inc.

One bid was received and upon review the Highway Dept. recommends accepting this as a reasonable and acceptable bid:

- 1. Northern Improvement Co. \$193,434.00

SUGGESTED MOTION: AUTHORIZE CHAIRMAN TO SIGN CONTRACT WITH NORTHERN IMPROVEMENT CO. FOR BITUMINOUS PATCHING ON VARIOUS CASS COUNTY HIGHWAYS, 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 Northern Improvement Co., PO Box 2846, Fargo, ND 58108 party of the second part (hereinafter called Contractor), WITNESSETH:

1. That for and in consideration of the payments to be made by the party of the first part, the contractor promises and agrees to furnish and deliver all labor, equipment, and materials, and to pay or cause to be paid as they become due, all claims for any work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in and about the improvement and construction of Project CH1317. 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-Three Thousand, Four Hundred Thirty-Four and 00/100 (\$193,434.00) 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. GH1317

KNOW ALL MEN BY THESE PRESENTS, that we Northern Improvement Co., PO Box 2846, Fargo, ND 58108

as principal, and _____

NAME AND ADDRESS OF SURETY

as surety, are held and firmly bound unto Cass County, North Dakota, as owner in the penal sum of One Hundred Ninety-Three Thousand, Four Hundred Thirty-Four and 00/100 (\$193,434.00) 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: _____

CH1317 Bituminous Patching on various Cass County Highways 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.

PRINCIPAL

(SEAL OF PRINCIPAL)

By: _____

Title: _____

SURETY

COMPLETE MAILING ADDRESS

(SEAL OF SURETY)

By: _____

Title: _____

COMPLETE MAILING ADDRESS

IMPORTANT NOTICE

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

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

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

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

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

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

If excess reinsurance agreements are required on this bond, an affidavit executed by an officer of the surety shall be attached, stating that such reinsurance agreements have been entered into and are in effect at the time the bond is executed, giving the name 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



August 13, 2013

Auditor

Michael Montplaisir, CPA
701-241-5601

Treasurer

Charlotte Sandvik
701-241-5611

Director of Equalization

Frank Klein
701-241-5616

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

RE: Contract for Deed
4893 Lavonne Court South, Fargo

Dear Commissioners:

Last November, the county entered into a contract for deed on a house we had foreclosed on as a result of non-payment of taxes. The legal process has begun to cancel the contract for deed for non-payment and other violations of the contract. At the same time, the contract holder is in the process of listing the property for sale; however, Cass County is the title holder of the real estate. We do not wish to hold up the sale of this property, as it is a benefit to both parties to list and sell the property as soon as possible.

We hope things progress on this fairly quickly in order to avoid the county taking possession of the property again, and then needing to sell the property at auction. To facilitate this, we are asking the commission to authorize the chairman to sign the necessary documentation facilitating the listing and sale of this property.

Sincerely,

Michael Montplaisir, CPA
Cass County Auditor

SUGGESTED MOTION:

Move to authorize the chairman to sign the necessary documentation to facilitate the listing and eventual sale of 4893 Lavonne Court South in Fargo, North Dakota, subject to review by the County State's Attorney and County Auditor.

Box 2806
211 Ninth Street South
Fargo, North Dakota 58103

Fax 701-241-5728

www.casscountynd.gov