

AMENDED ITEMS—OCTOBER 21, 2013

CONSENT AGENDA:

i. Contract approval

SUGGESTED MOTION:

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

- KLJ Engineering—design services for bridge replacement project in Tower Township;
- KLJ Engineering—design services for bridge replacement project in Hill Township over the Maple River;
- Houston Engineering—hydraulic analysis services for eight bridge replacement projects in various townships;
- Braun Intertec—geotechnical services for three bridge replacement projects in Durbin, Everest, Maple River and Walburg Townships.

j. Quit Claim Deed / Satisfaction of Contract for Tax-Forfeited Property

SUGGESTED MOTION:

Move to authorize the chairman to sign a quit claim deed and satisfaction of contract for deed for a tax-forfeited property redeemed by the former owner.

9b. Flood Buyout Committee recommendation

SUGGESTED MOTION:

Move to accept the recommendation from the Flood Buyout Committee authorizing the purchase of vacant lots in the buyout areas subject to a maximum dollar amount of \$5,000 per lot.



Highway Department


Jason Benson, P.E.
County Engineer

Richard S. Sieg
Superintendent

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

MEMORANDUM

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer 

DATE: ^{FOR} October 16, 2013

SUBJECT: Consent Agenda Item for October 21, 2013 Commission Meeting: Bridge Design for TB1306

Attached is the Engineering Service Agreement with KLJ for Bridge Design Services required in order to proceed on the following bridge replacement projects.

TB1306 located in Sections 2/11 Tower Township on Maple River

SUGGESTED MOTION: Authorize Chair to sign the Engineering Service Agreement.

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

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

CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT

Project Numbers: Cass County – TB1306
Location: 2/11 Tower Township over Maple River
Type of Construction: Bridge Replacement

THIS AGREEMENT is entered into by and between Cass County, herein after known as the County, and KLJ of Fargo, North Dakota hereinafter known as Engineer.

I.

The Engineer shall perform the needed detailed construction design services only per attached letter dated Sept. 19, 2013

II.

The County will pay the Engineer as follows:

- A. Maximum Payment: The total contract cost to be per attached standard hourly rates not to exceed \$24,000.00 unless changed according to Section VI.

III.

The work under this agreement shall be performed as required to meet the project requirements and the contractor's work schedule.

IV.

Duly authorized representatives of the County, North Dakota Department of Transportation, and Federal Highway Administration (FHWA) shall have right to inspect and copy the Engineer's plans, files, and records relating to the work included in this agreement.

All books, documents, papers, accounting records, and other evidence pertaining to the cost incurred under the agreement shall be retained by the Engineer and available for inspection by the County, North Dakota Department of Transportation, or FHWA for a period of three years after the date of final payment.

The files and records shall be available in the Engineer's office located at KLJ.

V.

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the County and North Dakota Department of Transportation shall have the right to annul this agreement without liability, or to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

VI.

No change in the type or extent of the work to be performed by the Engineer shall be made except by supplemental agreement in writing between the County and the Engineer. The supplemental agreement shall set forth the proposed changes of work, extension of time for preparation of the plans, and adjustment to the fee to be paid by the County to the Engineer, if any. On federal-aid participating projects any supplemental agreement must be approved by the North Dakota Department of Transportation.

VII.

This agreement may be terminated by the County and North Dakota Department of Transportation at any time upon written notice to the Engineer. In the event that such termination should take place before the completion of the total work to be performed hereunder the County will pay the Engineer for the completed hourly work not to exceed the total work to be performed under this contract. The original copies of all drawing, prints, plans, and field notes prepared by the Engineer prior to said termination shall become the property of the County. Such termination shall not affect any legal right of the County against the Engineer for any breach of this agreement.

VIII.

The Engineer shall indemnify, save, and hold harmless the County and/or North Dakota Department of Transportation and employees thereof, from any and all claims, demands, actions arising out of the negligent acts, errors, or omissions of the Engineer, his employees, or agent, in the performance of the agreement, or matters incidental thereto.

Any and all persons employed directly or indirectly by the Engineer who are engaged in the performance of any work or services required of the Engineer under this agreement shall be considered employees of the Engineer only and not of the County and North Dakota Department of Transportation.

The Engineer shall comply with applicable federal state and local laws together with all applicable ordinances and regulations applicable to the work. He shall procure all licenses, permits, and other rights necessary for the fulfillment of his obligations under this agreement.

The appropriate professional engineer (P.E.) and/or land surveyor (L.S.) endorsement shall be placed on all documents, plans, or plats.

The Engineer shall comply with Title VI of the Civil Rights Act of 1964, Executive Order 112246 and Executive Order 11375. In accordance with the aforementioned act, no person in the United States shall, on the grounds of race, color, religion, sex, age, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.

IX.

The services of the Engineer to be performed hereunder are personal and shall not be assigned, sublet, or transferred, except specialized services or additional work items. If the specialized services or additional work exceeds \$10,000, the contract with the agency or firm doing the work shall contain all the provisions of this agreement. The Engineer shall not engage, on a full-or part-time or other basis during the period of this agreement, any professional or technical personnel who are or have been at any time during the period of the agreement in the employment of the FHWA, the North Dakota Department of Transportation, or the County, without the written consent of the public employer of such person.

X.

The Engineer shall obtain all risk record protection insurance to cover the loss of all survey notes or all other records or data obtained in connection with the work.

XI.

The Engineer is advised that his or her signature on this contract and/or agreement certifies that the company or any person associated with it is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

ATTESTED:

COUNTY OF CASS

County Auditor

Chairperson, Board of County Commissioners

Date

Kris Bakkegard (KLJ)

Date



Highway Department

Jason Benson, P.E.
County Engineer

Richard S. Sieg
Superintendent

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

MEMORANDUM

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer *JB*

DATE: *FOR* October 16, 2013

SUBJECT: Consent Agenda Item for October 21, 2013 Commission Meeting: Bridge Design for TB1310

Attached is the Engineering Service Agreement with KLJ for Bridge Design Services required in order to proceed on the following bridge replacement projects.

TB1310 located in Sections 28/33 Hill Township on Maple River

SUGGESTED MOTION: Authorize Chair to sign the Engineering Service Agreement.

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

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

CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT

Project Numbers: Cass County – TB1310
Location: 28/33 Hill Township over Maple River
Type of Construction: Bridge Replacement

THIS AGREEMENT is entered into by and between Cass County, herein after known as the County, and KLJ of Fargo, North Dakota hereinafter known as Engineer.

I.

The Engineer shall perform the needed detailed construction design services only per attached letter dated Sept. 19, 2013

II.

The County will pay the Engineer as follows:

- A. Maximum Payment: The total contract cost to be per attached standard hourly rates not to exceed \$47,500.00 unless changed according to Section VI.

III.

The work under this agreement shall be performed as required to meet the project requirements and the contractor's work schedule.

IV.

Duly authorized representatives of the County, North Dakota Department of Transportation, and Federal Highway Administration (FHWA) shall have right to inspect and copy the Engineer's plans, files, and records relating to the work included in this agreement.

All books, documents, papers, accounting records, and other evidence pertaining to the cost incurred under the agreement shall be retained by the Engineer and available for inspection by the County, North Dakota Department of Transportation, or FHWA for a period of three years after the date of final payment.

The files and records shall be available in the Engineer's office located at KLJ.

V.

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the County and North Dakota Department of Transportation shall have the right to annul this agreement without liability, or to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

VI.

No change in the type or extent of the work to be performed by the Engineer shall be made except by supplemental agreement in writing between the County and the Engineer. The supplemental agreement shall set forth the proposed changes of work, extension of time for preparation of the plans, and adjustment to the fee to be paid by the County to the Engineer, if any. On federal-aid participating projects any supplemental agreement must be approved by the North Dakota Department of Transportation.

VII.

This agreement may be terminated by the County and North Dakota Department of Transportation at any time upon written notice to the Engineer. In the event that such termination should take place before the completion of the total work to be performed hereunder the County will pay the Engineer for the completed hourly work not to exceed the total work to be performed under this contract. The original copies of all drawing, prints, plans, and field notes prepared by the Engineer prior to said termination shall become the property of the County. Such termination shall not affect any legal right of the County against the Engineer for any breach of this agreement.

VIII.

The Engineer shall indemnify, save, and hold harmless the County and/or North Dakota Department of Transportation and employees thereof, from any and all claims, demands, actions arising out of the negligent acts, errors, or omissions of the Engineer, his employees, or agent, in the performance of the agreement, or matters incidental thereto.

Any and all persons employed directly or indirectly by the Engineer who are engaged in the performance of any work or services required of the Engineer under this agreement shall be considered employees of the Engineer only and not of the County and North Dakota Department of Transportation.

The Engineer shall comply with applicable federal state and local laws together with all applicable ordinances and regulations applicable to the work. He shall procure all licenses, permits, and other rights necessary for the fulfillment of his obligations under this agreement.

The appropriate professional engineer (P.E.) and/or land surveyor (L.S.) endorsement shall be placed on all documents, plans, or plats.

The Engineer shall comply with Title VI of the Civil Rights Act of 1964, Executive Order 112246 and Executive Order 11375. In accordance with the aforementioned act, no person in the United States shall, on the grounds of race, color, religion, sex, age, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.

IX.

The services of the Engineer to be performed hereunder are personal and shall not be assigned, sublet, or transferred, except specialized services or additional work items. If the specialized services or additional work exceeds \$10,000, the contract with the agency or firm doing the work shall contain all the provisions of this agreement. The Engineer shall not engage, on a full-or part-time or other basis during the period of this agreement, any professional or technical personnel who are or have been at any time during the period of the agreement in the employment of the FHWA, the North Dakota Department of Transportation, or the County, without the written consent of the public employer of such person.

X.

The Engineer shall obtain all risk record protection insurance to cover the loss of all survey notes or all other records or data obtained in connection with the work.

XI.

The Engineer is advised that his or her signature on this contract and/or agreement certifies that the company or any person associated with it is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

ATTESTED:

COUNTY OF CASS

County Auditor

Chairperson, Board of County Commissioners

Date

Kris Bakkegard (KLJ)

Date



MEMORANDUM


**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: ^{PBR} Jason Benson, Cass County Engineer 

DATE: October 16, 2013

SUBJECT: Consent Agenda Item for October 21, 2013 Commission Meeting: Hydraulic Analysis for TB1501, TB1502, TB1601, TB1602, TB1603, TB1604, TB1605 and TB1209

Attached is the Engineering Service Agreement with Houston Engineering for Hydraulic Analysis required in order to proceed on the following bridge replacement projects.

TB1501 located in Sections 36 Buffalo/31 Wheatland Township
TB1502 located in Sections 11/12 Empire Township
TB1601 located in Sections 1 Everest/6 Durbin Townships on Swan Creek
TB1602 located in Sections 24/25 Howes Township
TB1603 located in Sections 25 Walburg/30 Maple River Township on Maple River
TB1604 located in Sections 25 Gill/30 Everest Township
TB1605 located in Sections 28/33 Durbin Township on Maple River
TB1209 located in Sections 29/30 Mapleton Township

SUGGESTED MOTION: Authorize Chair to sign the Engineering Service Agreement.

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

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

CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT

Project Numbers: Cass County – TB1501, TB1502, TB1601, TB1602, TB1603, TB1604, TB1605 and TB1209

Location: TB1501 – 36 Buffalo/31 Wheatland Township TB1502 – 11/12 Empire Township
TB1601 – 1 Everest /6 Durbin Township TB1602 – 24/25 Howes Township
TB1603 – 25 Walburg/30 Maple River Township TB1604 – 25 Gill/30 Everest Township
TB1605 – 28/33 Durbin Township TB1209 – 29/32 Mapleton Township

Type of Construction: Bridge Replacement

THIS AGREEMENT is entered into by and between Cass County, herein after known as the County, and Houston Engineering of Fargo, North Dakota hereinafter known as Engineer.

I.

The Engineer shall perform the needed detailed construction design services only per attached letter dated Oct.10, 2013.

II.

The County will pay the Engineer as follows:

- A. Maximum Payment: The total contract cost to be per attached standard hourly rates not to exceed \$36,144.00 unless changed according to Section VI.

III.

The work under this agreement shall be performed as required to meet the project requirements and the contractor's work schedule.

IV.

Duly authorized representatives of the County, North Dakota Department of Transportation, and Federal Highway Administration (FHWA) shall have right to inspect and copy the Engineer's plans, files, and records relating to the work included in this agreement.

All books, documents, papers, accounting records, and other evidence pertaining to the cost incurred under the agreement shall be retained by the Engineer and available for inspection by the County, North Dakota Department of Transportation, or FHWA for a period of three years after the date of final payment.

The files and records shall be available in the Engineer's office located at Houston Engineering.

V.

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the County and North Dakota Department of Transportation shall have the right to annul this agreement without liability, or to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

VI.

No change in the type or extent of the work to be performed by the Engineer shall be made except by supplemental agreement in writing between the County and the Engineer. The supplemental agreement shall set forth the proposed changes of work, extension of time for preparation of the plans, and adjustment to the fee to be paid by the County to the Engineer, if any. On federal-aid participating projects any supplemental agreement must be approved by the North Dakota Department of Transportation.

VII.

This agreement may be terminated by the County and North Dakota Department of Transportation at any time upon written notice to the Engineer. In the event that such termination should take place before the completion of the total work to be performed hereunder the County will pay the Engineer for the completed hourly work not to exceed the total work to be performed under this contract. The original copies of all drawing, prints, plans, and field notes prepared by the Engineer prior to said termination shall become the property of the County. Such termination shall not affect any legal right of the County against the Engineer for any breach of this agreement.

VIII.

The Engineer shall indemnify, save, and hold harmless the County and/or North Dakota Department of Transportation and employees thereof, from any and all claims, demands, actions arising out of the negligent acts, errors, or omissions of the Engineer, his employees, or agent, in the performance of the agreement, or matters incidental thereto.

Any and all persons employed directly or indirectly by the Engineer who are engaged in the performance of any work or services required of the Engineer under this agreement shall be considered employees of the Engineer only and not of the County and North Dakota Department of Transportation.

The Engineer shall comply with applicable federal state and local laws together with all applicable ordinances and regulations applicable to the work. He shall procure all licenses, permits, and other rights necessary for the fulfillment of his obligations under this agreement.

The appropriate professional engineer (P.E.) and/or land surveyor (L.S.) endorsement shall be placed on all documents, plans, or plats.

The Engineer shall comply with Title VI of the Civil Rights Act of 1964, Executive Order 112246 and Executive Order 11375. In accordance with the aforementioned act, no person in the United States shall, on the grounds of race, color, religion, sex, age, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.

IX.

The services of the Engineer to be performed hereunder are personal and shall not be assigned, sublet, or transferred, except specialized services or additional work items. If the specialized services or additional work exceeds \$10,000, the contract with the agency or firm doing the work shall contain all the provisions of this agreement. The Engineer shall not engage, on a full-or part-time or other basis during the period of this agreement, any professional or technical personnel who are or have been at any time during the period of the agreement in the employment of the FHWA, the North Dakota Department of Transportation, or the County, without the written consent of the public employer of such person.

X.

The Engineer shall obtain all risk record protection insurance to cover the loss of all survey notes or all other records or data obtained in connection with the work.

XI.

The Engineer is advised that his or her signature on this contract and/or agreement certifies that the company or any person associated with it is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

ATTESTED:

COUNTY OF CASS

County Auditor

Chairperson, Board of County Commissioners

Date

C.Gregg Thielman (Houston Engineering)

Date



Highway Department


Jason Benson, P.E.
County Engineer

Richard S. Sieg
Superintendent

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

MEMORANDUM

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer 

DATE: October 16, 2013

SUBJECT: Consent Agenda Item for October 21, 2013 Commission Meeting: Geotechnical Services for TB1601, TB1603 and TB1605.

Attached is the Engineering Service Agreement with Braun Intertec for Geotechnical Services required in order to proceed on the following bridge replacement projects.

TB1601 located in Sections 1 Everest/6 Durbin Townships on Swan Creek

TB1603 located in Sections 25 Walburg/30 Maple River Township on Maple River

TB1605 located in Sections 28/33 Durbin Township on Maple River

SUGGESTED MOTION: Authorize Chair to sign the Engineering Service Agreement.

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

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

CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT

Project Numbers: Cass County – TB1601, TB1603 and TB1605
Location: TB1601 - 1 Everest/ 6 Durbin Township on Swan Creek
TB1603 - 25 Walburg / 30 Maple River Township on Maple River
TB1605 - 28/33 Durbin Township on Maple River
Type of Construction: Bridge Replacement

THIS AGREEMENT is entered into by and between Cass County, herein after known as the County, and Braun Intertec of West Fargo, North Dakota hereinafter known as Engineer.

I.

The Engineer shall perform the needed detailed construction design services only per attached letter dated Oct.10, 2013.

II.

The County will pay the Engineer as follows:

- A. Maximum Payment: The total contract cost to be per attached standard hourly rates not to exceed \$15,307.00 unless changed according to Section VI.

III.

The work under this agreement shall be performed as required to meet the project requirements and the contractor's work schedule.

IV.

Duly authorized representatives of the County, North Dakota Department of Transportation, and Federal Highway Administration (FHWA) shall have right to inspect and copy the Engineer's plans, files, and records relating to the work included in this agreement.

All books, documents, papers, accounting records, and other evidence pertaining to the cost incurred under the agreement shall be retained by the Engineer and available for inspection by the County, North Dakota Department of Transportation, or FHWA for a period of three years after the date of final payment.

The files and records shall be available in the Engineer's office located at Braun Intertec.

V.

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the County and North Dakota Department of Transportation shall have the right to annul this agreement without liability, or to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

VI.

No change in the type or extent of the work to be performed by the Engineer shall be made except by supplemental agreement in writing between the County and the Engineer. The supplemental agreement shall set forth the proposed changes of work, extension of time for preparation of the plans, and adjustment to the fee to be paid by the County to the Engineer, if any. On federal-aid participating projects any supplemental agreement must be approved by the North Dakota Department of Transportation.

VII.

This agreement may be terminated by the County and North Dakota Department of Transportation at any time upon written notice to the Engineer. In the event that such termination should take place before the completion of the total work to be performed hereunder the County will pay the Engineer for the completed hourly work not to exceed the total work to be performed under this contract. The original copies of all drawing, prints, plans, and field notes prepared by the Engineer prior to said termination shall become the property of the County. Such termination shall not affect any legal right of the County against the Engineer for any breach of this agreement.

VIII.

The Engineer shall indemnify, save, and hold harmless the County and/or North Dakota Department of Transportation and employees thereof, from any and all claims, demands, actions arising out of the negligent acts, errors, or omissions of the Engineer, his employees, or agent, in the performance of the agreement, or matters incidental thereto.

Any and all persons employed directly or indirectly by the Engineer who are engaged in the performance of any work or services required of the Engineer under this agreement shall be considered employees of the Engineer only and not of the County and North Dakota Department of Transportation.

The Engineer shall comply with applicable federal state and local laws together with all applicable ordinances and regulations applicable to the work. He shall procure all licenses, permits, and other rights necessary for the fulfillment of his obligations under this agreement.

The appropriate professional engineer (P.E.) and/or land surveyor (L.S.) endorsement shall be placed on all documents, plans, or plats.

The Engineer shall comply with Title VI of the Civil Rights Act of 1964, Executive Order 112246 and Executive Order 11375. In accordance with the aforementioned act, no person in the United States shall, on the grounds of race, color, religion, sex, age, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.

IX.

The services of the Engineer to be performed hereunder are personal and shall not be assigned, sublet, or transferred, except specialized services or additional work items. If the specialized services or additional work exceeds \$10,000, the contract with the agency or firm doing the work shall contain all the provisions of this agreement. The Engineer shall not engage, on a full-or part-time or other basis during the period of this agreement, any professional or technical personnel who are or have been at any time during the period of the agreement in the employment of the FHWA, the North Dakota Department of Transportation, or the County, without the written consent of the public employer of such person.

X.

The Engineer shall obtain all risk record protection insurance to cover the loss of all survey notes or all other records or data obtained in connection with the work.

XI.

The Engineer is advised that his or her signature on this contract and/or agreement certifies that the company or any person associated with it is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

ATTESTED:

COUNTY OF CASS

County Auditor

Chairperson, Board of County Commissioners

Date

Nathan McKinney (Braun Intertec)

Date

QUIT CLAIM DEED

THIS INDENTURE, Made this 21st day of October, 2013, between CASS COUNTY, Grantor, and MATTHEW J. JONES, Grantee, whose post office address is 206 23rd STREET SOUTH, FARGO, NORTH DAKOTA 58104.

WITNESSETH, For and in consideration of the sum of one and no/100 Dollars, grantors do hereby QUIT CLAIM to the grantee, all of the following real property lying and being in the County of Cass and the State of North Dakota, and described as follows, to-wit:

Lot 11, in Block 13, of Egbert, O'Neil and Haggart's Subdivision of the Northwest Quarter of Section 12, Township 139 North, Range 49 West of the 5th P.M., in the City of Fargo, situate in the County of Cass and the State of North Dakota, Tax Parcel 01-0740-01070-000; and

I certify that the requirement for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

Date: _____

Grantee or Agent: _____

Vern Bennett, Chairman
Cass County Commission

ATTEST:

Michael Montplaisir, County Auditor
Cass County, North Dakota

The legal description was obtained from a previously recorded instrument.

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this 21st day of October, 2013, by Vern Bennett, Chairman of the Cass County Board of Commissioners, and Michael Montplaisir, County Auditor, Cass County, North Dakota.

Notary Public
Cass County, North Dakota
My Commission Expires:

SATISFACTION OF CONTRACT FOR DEED

This certifies that a certain Contract for Deed, bearing the date of November 10th, 2010, made and executed by Cass County Government and Repurchaser, Matthew J. Jones, covering and describing the following property:

Lot 11, in Block 13, of Egbert, O'Neil and Haggart's Subdivision of the Northwest Quarter of Section 12, Township 139 North, Range 49 West of the 5th P.M., in the City of Fargo, situate in the County of Cass and the State of North Dakota, Tax Parcel 01-0740-01070-000; and

The legal description was obtained from a previously recorded instrument.

And recorded in the office of the County Recorder in and for Cass County, North Dakota, as Document 1310281 on November 17, 2010, is fully paid and satisfied.

Cass County Government hereby authorizes and directs the County Recorder for Cass County, North Dakota, to discharge the same upon the records thereof according to the statutes.

Witness my hand this _____ day of October, 2013

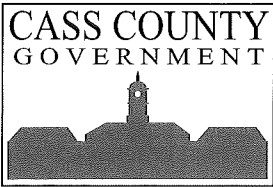
Cass County Government

Vern Bennett, Chairman
Cass County Commission

STATE OF NORTH DAKOTA)
)ss.
COUNTY OF CASS)

On this _____ day of October, 2013, personally appeared before me, a notary public within the aforesaid county and state, Vern Bennett, to me personally known to be the Chairman of the Board of County Commissioners of said county, and acknowledged to me that he executed the foregoing for and on behalf of said county.

Notary Public
Cass County, North Dakota
My Commission Expires:



County
Administrator

Keith Berndt

M E M O

TO: Cass County Board of Commissioners

FROM: Keith Berndt
Cass County Administrator

DATE: October 21, 2013

SUBJECT: Purchase of Vacant Lots in Flood Buyout Areas

The Flood Buyout Committee met earlier today and recommends the County Commission consider authorizing the purchase of vacant lots in the buyout areas subject to a maximum dollar amount of \$5,000 per lot.

SUGGESTED MOTION:

Move to accept the recommendation from the Flood Buyout Committee authorizing the purchase of vacant lots in the buyout areas subject to a maximum dollar amount of \$5,000 per lot.

\\CASSCOUNTY\HOME\$\AUD\WORDEN\H\MY DOCUMENTS\KEITH\MEMO-FLOOD BUYOUT COMMITTEE.DOCX

Box 2806
211 Ninth Street South
Fargo, North Dakota 58108

701-241-5720
Fax 701-297-6020
www.casscountynd.gov
berndtk@casscountynd.gov