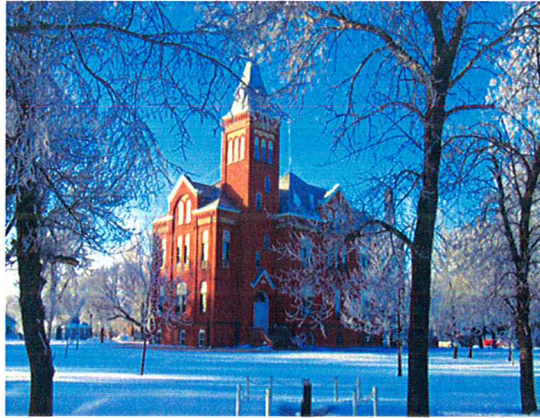


GRIGGS COUNTY COOPERSTOWN, NORTH DAKOTA

County Commissioners

John Wakefield 1st Dist.
Binford
Shawn Steffen 2nd Dist.
Cooperstown
Ron Dahl 3rd Dist.
Cooperstown
Troy Olson 4th Dist.
Cooperstown
Dale Pedersen 5th Dist.
Luverne
Griggs County Courier
Official Newspaper



County Officers

Cynthia M. Anton Auditor
Connie Eslinger Treasurer
Kelly Vincent Recorder & Clerk of Court
Jayme Tenneson State's Attorney
Cia Gronneberg Director of Social Services
Robert S. Hook Sheriff
Wayne Oien Road Supt
Rick Cushman Coroner
Dennis Kubischta Veterans Service Officer
Tax Director
Robert S. Hook DES Coordinator

March 21, 2014

1:00 Call to order & Pledge of Allegiance-roll call
1:05 Approval of Agenda
1:10 Pages 2-11 Read and approve March 7 & 14, 2014 minutes
1:25 Pages 12 Bills –approval to pay
1:45 Pages 13-23 Road Superintendent Wayne Oien
2:15 ITD –Travis Palm on video distribution system
Page 24 Reminder that domain Griggscountynd.gov is due @ \$125.00

INFO TO BE ADDRESSED WHEN TIME ALLOWS

Existing Courthouse
Pages 25-31 New Courthouse
Pages 32-53 2014 Budget amendments & Budget process
Petition regarding the Combination of Auditor and Treasurer Offices is in
Meeting adjourned @ pm and next meeting date April 4, 2014 @ 1pm

The Board of County Commissioners met in regular session on Friday, March 7, 2014 at 1:06 pm.

Chairman Troy Olson opened the meeting and asked everyone to stand for the Pledge of Allegiance.

Chairman Troy Olson took roll call and present were Commissioners Shawn Steffen, Ron Dahl, Dale Pedersen, John Wakefield, and Troy Olson. Also present were Treasurer Connie Eslinger, Clerk of Court/Recorder Kelly Vincent, Sheriff/DES Coordinator Robert Hook, State's Attorney Jayme Tenneson, Township Officers Gene Loge, Arlen Rothert and Tom Bailey and Citizens Marcia Beglau and Dennis Halvorson.

Chairman Troy Olson opened discussion on the presented agenda. Motion by Shawn Steffen to approve the agenda as presented, second by Ron Dahl and called for discussion three times with all ayes, no nays and carried.

Chairman Troy Olson opened the floor for discussion on February 21, 21, 25, 25, 25 and 27 minutes. Motion by Shawn Steffen to dispense with the reading of the above minutes and approve meeting minutes as presented, second by John Wakefield and called three times for discussion with all ayes, no nays and carried.

Chairman Troy Olson opened the floor for discussion on the presented Monthly Office Reports. There was discussion on doing transfers and it was decided to report to the Commission if they would go over the budgeted transfer amount. The Commission reviewed the daily cash report. Motion by John Wakefield to approve the presented Monthly Office Reports, second by Shawn Steffen and called three times for discussion with all ayes, no nays and carried.

Chairman Troy Olson opened the floor on discussion on presented bills. Motion by Shawn Steffen to approve the following bills, second by Dale Pedersen and called three times for discussion with roll call vote: Shawn Steffen-aye, Ron Dahl-aye, Dale Pedersen-aye, John Wakefield-aye and Troy Olson-aye and carried.

6122-54	Payroll	30,030.07
17768	Jamestown Communications	55,823.70
17769	Aberdeen Finance	351.98
17770	Avesis	200.30
17771	Colonial Life Insurance	641.76
17772	Griggs County	28,136.47
17773	Healthplan Services, Inc.	1,225.20
17774	NDPEA	100.22
17775	Almklov's	7.51
17776	Ameripride Services	120.86
17777	Jim Anderson	96.90
17778	Aneta Ambulance	258.57
17779	Cynthia Anton	67.06
17780	Arrowwood Prairie Coop	7,785.20
17781	Barnes County Correctional Facility	85.00
17782	Binford Grocery & Hardware	3.36
17783	City of Cooperstown	247.55
17784	Community Medical Center Hospital	29,777.90
17785	Community Medical Center Hospital	23,822.81
17786	Cooperstown Ambulance	5,105.51
17787	Cooperstown True Value	25.97
17788	Connie Eslinger	248.50
17789	HE Everson	177.13

17790	Garrison Conservancy District	6,344.38
17791	Griggs County	253.02
17792	Griggs County Historical Society	1,586.08
17793	Griggs County Job Development Authority	6,051.54
17794	Griggs County Library	30,049.71
17795	Griggs County Soil Conservation	6,651.46
17796	Griggs County Telephone Co	1,585.76
17797	ITD	568.75
17798	Inter Community Tele Co.	150.00
17799	Intergraph Corp.	756.00
17800	Jerry's Auto	494.40
17801	Krabbenhof Service	51.56
17802	Marco Inc	744.15
17803	McHenry Ambulance	591.58
17804	Miller Fresh Foods	84.87
17805	NDACO	664.63
17806	NDSU Ag Communication	40.00
17807	NDSU Extension Service	11,763.00
17808	ND Surplus Property	8.00
17809	Nelson-Griggs Health District	15,444.33
17810	Netcenter Supply	106.00
17811	New Century Press	377.79
17812	Ottertail Power Co.	2,805.16
17813	Ottmar & Ottmar, PC	90.00
17814	Otto's Welding & Machine Shop	803.00
17815	Quill	46.74
17816	RDO Equipment	303.94
17817	Reiten, Inc.	403.95
17818	State Treasurer	6,375.90
17819	Wes Straight	31.88
17820	Streicher's	287.93
17821	Synergy Graphics, Inc.	706.61
17822	TJ's Electronics	4,014.32
17823	T and K Sales	835.00
17824	Tolna Fire District	238.41
17825	Town & Country Coop	3,061.46
17826	Verizon	46.01
17827	Verizon	524.94
17828	Water Management Board	27,333.47
17829	White Banner Uniform	36.00
17830-846	Human Services	14,715.08
17847-852	Schools	635,896.94
17853-880	Townships & Cities	380,671.51

Chairman Troy Olson opened discussion on yearly letter from ND Highway Patrol on weight enforcement on county roads for this Spring and year-round assistance. Motion by Shawn Steffen to sign and request Spring and year-round weight enforcement from ND Highway Patrol, second by Dale Pedersen and called three times for discussion with all ayes, no nays and carried.

Chairman Troy Olson opened the floor to SA Jayme Tenneson. Motion by John Wakefield to add Carstensen Contracting release request on Stutsman Rural Water District Project to the agenda, second by Ron Dahl and called three times for discussion with all ayes, no nays and carried. SA Jayme Tenneson reported to

the Commission on releasing from their boring bond on the Stutsman Rural Water District Project South of Sutton and he had discussed it with Road Superintendent Wayne Oien and he was fine with it being released. SA Jayme Tenneson needs to draft a release. Motion by Ron Dahl to approve the release of Stutsman Rural Water District from the work they did last summer, second by Shawn Steffen and called three times for discussion with all ayes, no nays and carried.

Chairman Troy Olson opened the floor to Township Officers Gene Loge, Arlen Rothert and Tom Bailey. Township Officer Arlen Rothert presented papers and spoke to the Commission on his concern about the Tax Director Position should be 40 hours a week and zoning administration that is no longer in effect. There was discussion that the township should do their own zoning; was zoning self-supporting; it is a budgeted item; fees are paid by taxpayers; township could do their own zoning and they can charge a fee; everything that was in Griggs County Zoning regulations is covered by some other State; Federal or Health Department; who checks on zoning rules; zoning was only covering right-of-ways; each township can adjust zoning regulations to their township needs and we are in-line with Steele & Eddy counties on zoning. There was discussion on the combination of Auditor and Treasurer Offices and at this time it will be on the ballot as Auditor/Treasurer Office unless a petition is presented to the Commission to give them the option to allow Griggs County public to vote on joining the Auditor's & Treasurer's Offices. There was discussion on needing a Tax Director as some townships do not have an assessor at this time and he/she would have to do it for townships that do not have an assessor and to be an assessor they need to have schooling. Commissioner John Wakefield read N.D.C.C. 11-10.1-01(3) that explains Tax Director duties and it was stated that most counties have part-time Tax Directors. Barbara Anderson is still doing some township/cities and may do more if asked. The Commission had inquired if any county employees were interested in the job and there was no response. There was discussion on other County Tax Directors. The county is responsible to have a Tax Director and if that person assesses for townships they would be charged for the Tax Director's time. There are many options for Tax Director and they are to make it an elected position, advertise the position, combine it with another elected office and combine with another elected office as an add on. There are qualifications that need to be met to be a Tax Director and these were discussed. Townships need to have their books in by April 8, County by June 30 and State Equalization is done in August. Commission is open for any options or suggestions on Tax Director Position and Township Officers replied to keep doing what they are doing. Tax Director had been full time for five years because of soils.

Chairman Troy Olson opened the floor for discussion on Tax Director Position. There was discussion on being an elected position, combined with other offices, combine with Clerk of Court office since it is only reimbursed for half time employee and combine with recorder, maybe need to advertise, combine with another county, combine with Auditor's office if the office is not combined with Treasurer's Office and contact Steele County for options. Motion by John Wakefield to appoint Troy Olson to explore options for a Tax Director, second by Ron Dahl and called three times for discussion with all ayes, no nays and carried.

Chairman Troy Olson opened the floor for discussion on amended 2014 Budget. Motion by John Wakefield to transfer from the County Auditor's 2014 Budget \$28,000.00 from the Deputy position and \$600.00 from the Office help to the 2014 General Courthouse & Grounds Budget, second by Shawn Steffen and called for discussion three times with all ayes, no nays and carried. There was discussion on decreasing \$1,890.00 from 2014 Clerk of Court Budget and \$1,890.00 from the 2014 Recorder Budget which will take her full time deputy to 4/5 Deputy. 2014 Tax Director Budget cuts were accepted as presented of \$22,040.00. 2014 Road Budget cuts to be same as amended. 2014 County Agent Budgets not ready to finalize. 2014 Zoning Budget to be cut by \$9,215.88 and transfer to General Courthouse & Grounds Budget. Motion by John Wakefield to transfer the balance of \$9,215.88 from the 2014 Zoning Budget to the General Courthouse & Grounds Budget, second by Shawn Steffen and called three times for discussion with roll call vote: Shawn Steffen-aye, Ron Dahl-aye, Dale Pedersen-aye, John Wakefield-aye and Troy Olson-aye and carried. The 2014 Sheriff Budget cuts were discussed. 2014 State's Attorney Budget cut was discussed. Motion by Ron Dahl to correct the minutes of January 30, 2014 to say that the 2014 State's Attorney Budget cut be \$94,222.00 instead of 95,355.00 which is a difference of \$1,133.00, second by Shawn Steffen and called for discussion three times

with all ayes, no nays and carried. 2014 Sheriff Budget cut of \$17,740.56 came out of the third deputy line item.

Motion by John Wakefield to take a ten minute recess, second by Ron Dahl and called three times for discussion with all ayes, no nays and carried.

Chairman Troy Olson reconvened the meeting.

Chairman Troy Olson opened the floor on discussion on State funding for the Clerk of Court Services. There was discussion on Clerk of Court Services being reimbursed in the amount of .48 full time employee upon survey done by the State; all services are not covered by the state; court services are the State's responsibility; there could be a letter written to the State if the Commission is not satisfied; Commission is not responsible for court services and should be addressed at budget time; maybe change the letter to address issues and change the next budget at budget time. Motion by Ron Dahl to sign and send letter written by R/COC Kelly Vincent on the Commission entering into funding agreement for the 2015-2017 biennium with State of North Dakota Supreme Court, second by Shawn Steffen and called three times for discussion with roll call vote: Shawn Steffen-aye, Ron Dahl-aye, Dale Pedersen-aye, John Wakefield-aye and Troy Olson-aye and carried. R/COC Kelly Vincent discussed with the Commission to revise FF&E on budgeted digitizing of \$60,000.00 but spent \$47,810.16 and \$10,000.00 was budgeted out of DPF and RTAX which was not used. R/COC Kelly Vincent reviewed the DPF and RTAX Fund allowed expenses. There is around \$14,000.00 in the DPF Fund and \$13,000.00 in the RTAX Fund; there was discussion on why the bond fund was used instead of DPF and RTAX Funds; using RTAX and DPF Funds for digitizing could decrease bond spending; UCC is done by the county but some is done by the ND Secretary of State and deeds are done locally. There was discussion on sending in a letter written by R/COC Kelly Vincent for Commission on accepting the Court Facilities Improvement Grant; grant funds budgeted and not spent will not be received; no one available today from State Court System; digitizing is not covered by grant because it does not cover recorder services; figures presented do not include upgrades; who is responsible to pay for FF&E and it was stated that Building Authority is; once something is paid for we send in proof of payment to receive grant money; and S/DEC Robert Hook will try to get the latest estimate of the FF&E to the Commission next week. Motion by Ron Dahl to approve and sign the letter accepting the Court Facilities Improvement Grant, second by Shawn Steffen and called three times for discussion with roll call vote: Shawn Steffen-aye, Ron Dahl-aye, Dale Pedersen-aye, John Wakefield-aye and Troy Olson-aye and carried.

Chairman Troy Olson opened the floor to Sheriff/DES Coordinator Robert Hook who reported on Deputy Wesley Straight's injury: he does not need surgery so will be out six weeks rather than ten weeks. Commissioner Shawn Steffen asked about a bill from Tj's Electronics to work on the new vehicle. S/DEC Robert Hook explained that the radio and other necessary equipment had to be installed and was not included in the price of the vehicle. Repair of the Sheriff's pickup was discussed and the fact that it wasn't in the Sheriff's budget. Motion by Shawn Steffen to approve the resolution to repair the vehicle at a cost of approximately \$7,500.00 with funds from the Emergency Fund, second by Dale Pedersen and called three times for discussion with roll call vote: Shawn Steffen-aye, Ron Dahl-aye, Dale Pedersen-aye, John Wakefield-aye and Troy Olson-aye and carried.

EMERGENCY RESOLUTION

WHEREAS, Griggs County suffered an impairment to a 2006 Dodge Ram 4X4 Truck used as an Emergency Patrol Vehicle by the Griggs County Sheriff's Office.

WHEREAS, the 2006 Dodge Ram 4X4 Truck suffered an disabling impairment as a result of serious mechanical failure to the engine.

WHEREAS, the 2006 Dodge Ram 4X4 Truck is used in the routine daily conduct of business and is used in the conduct of emergency response to potentially save lives and property to protect the citizens of Griggs County by the Griggs County Sheriff's Office.

WHEREAS, the Griggs County Commission has determined this is an emergency to get the 2006 Dodge Ram 4X4 back into service for the Sheriff's Office to continue its mission in the protection of lives and property for the citizens of Griggs County.

WHEREAS, the money needed to repair the 2006 Dodge Ram 4X4 Truck exceeds the amounts budgeted to maintain the Griggs County Sheriffs Fleet and funding taken from within the Sheriff's Annual 2014 budget from other areas would cripple the Sheriff's ability to operate his office effectively.

NOW, THEREFORE, BE IT RESOLVED that the Board of Griggs County Commissioners declare the impairment to the 2006 Dodge Ram 4X4 an emergency situation due to the potential hardship to the Sheriff's Office to respond to emergencies, in light of the emergency situation, the Griggs County Commission will allocate funds from the Griggs County Emergency Fund to cover the cost of repairs (approximately \$7,500 or less), since other funds are exhausted or encumbered, to get the 2006 Dodge Ram 4X4 back into service for emergency use by the Griggs County Sheriff's Office.

Chairman Troy Olson opened the floor for discussion on New Courthouse issues. SA Jayme Tenneson brought up a contract with Electro Watchman for the monitoring of fire alarms in the new building. That will be discussed at the next meeting.

Chairman Troy Olson opened the floor for discussion on an extension of the EOC Grant. SA Jayme Tenneson had drafted a letter. S/DEC Robert Hook did not think an extension was necessary. Commissioner John Wakefield said it did not hurt anything to ask for an extension. SA Jayme Tenneson stated that he is working on Title VI and it will take him at least until the end of the grant period to finish. Motion by Ron Dahl to sign and send prepared letter on County letterhead to request a one-year extension of EOC grant, second by Shawn Steffen and called three times for discussion with all ayes, no nays and carried. Treasurer Connie Eslinger presented Change Orders 6, 7 & 8 to the Commission for consideration. CO #6 is several small items totaling \$4,357.53; CO #7 is the transfer switches in the amount of \$11,046.81; CO #8 is in regards to the Davis-Bacon wages. Commissioner Ron Dahl explained a change that Construction Engineers had made to change orders because of wording in the contract which gave Construction Engineers sole exclusive use of the contingency fund. There was also discussion of the rental rates of equipment and small tools. Commissioner Ron Dahl will ask Construction Engineers for the backup information for CO#6. CO #8 was discussed and the Commission contends that the contract already calls for compliance with Davis-Bacon wages; the Commission will not sign CO #8. S/DEC Robert Hook reported that the DES had sent a checklist of items needed for the submissions and he is currently waiting for information from Construction Engineers. Comingling of funds and a change to the Lease Agreement were discussed. There was also some discussion on the contents of a certified payroll. Commissioner John Wakefield also brought up Change Order #4 which was the alternates for the Courtroom. Motion by Ron Dahl to decline all of the alternates to the Courtroom in Change Order #4, second by John Wakefield and called three times for discussion with all ayes, no nays and carried.

Chairman Troy Olson opened the floor for discussion of Final Resolution on combining Auditor and Treasurer Offices. There was discussion on a petition being signed to oppose the combination and the Commission not against this. Chairman Troy Olson read the Final Resolution to the Commission. Motion by Ron Dahl to approve the following resolution, second by Shawn Steffen and called three times for discussion with all ayes, no nays and carried.

FINAL RESOLUTION FOR
COMBINATION OF GRIGGS COUNTY AUDITOR & TREASURER OFFICES

WHEREAS, the Board of Griggs County Commissioners sees a need to improve the cost effectiveness and efficiency of both offices involved, and

WHEREAS, the 1993 legislature adopted Chapters 11-10.2-01 through 11-10.2-05 of the NDCC giving counties authority to combine elective offices, and

WHEREAS, the analysis of both offices and the plan for consolidation which follow have been carefully reviewed and a determination made by this Board that such a consolidation would improve the effectiveness and efficiency of both offices,

WHEREAS, a copy of the preliminary resolution was published once each week for two consecutive weeks and a public hearing was held on Friday, February 21, 2014 at the Griggs County Courtroom at 7 p.m.

NOW THEREFORE BE IT RESOLVED, that the Board of the Griggs County Commissioners do cause the proposed plan to become the combined plan and that the combined office of Griggs County Auditor and Treasurer be placed on the 2014

primary election ballot and the 2014 November election ballot and become effective April 1, 2015, in accordance with the details of the following plan.

A final plan for combining the offices
of Griggs County Auditor and Griggs County Treasurer

The Board of Griggs County Commissioners has seen the need to improve the cost effectiveness and efficiency of combining the offices of County Auditor and of County Treasurer into one elective office to take effect upon the retirement of the current County Auditor or April 1, 2015.

The Board of Griggs County Commissioners has analyzed the functions of both the Auditor's and the Treasurer's Offices and examined the benefits of consolidating the Office of the County Treasurer with the Office of the County Auditor and prepared this proposed plan authorized in Chapter 11-10.2 N.D.C.C. This proposed plan does provide that such combined office be an elective office.

Analysis of the Office of County Auditor

The County Auditor is the chief financial officer of the county responsible for keeping complete and detailed records of all financial transactions of the county. The County Auditor also serves as clerk to the Board of County Commissioners and several related boards and committees. The County Auditor is the election administrator and performs additional duties as enumerated in the statutes of the State of North Dakota primarily Chapter 11-13 N.D.C.C.

Existing Organization

The existing organization of the County Auditor's Office includes the following positions and their primary duties:

Auditor: Overall responsibility for operation of the office, supervision of employee(s), and fulfillment of all statutory duties. Other duties include the following: Wide variety of complex accounting functions, responsible for accounts receivable and accounts payable, monthly payroll and reports related to the payroll process, implementing and processing the monthly distribution of tax collections, calculating tax levies, foreclosing on tax delinquent properties, county-wide elections, county budget preparation and monitoring, handle the Game & Fish licenses, and preparing and implementing the fixed asset records for the county.

Deputy Auditor: Performs detailed technical work in fulfilling several monthly and annual functions required of the County Auditor including, but not inclusive to, transferring deeds, responsible for revenue and disbursement accounts, including disbursement of funds to political subdivisions; maintains the property tax assessment rolls, and assists the County Auditor with duties aforementioned as assigned by the County Auditor. In the absence of the Auditor, performs the duties of the County Auditor.

Function

The Office of the County Auditor has several primary functions performed by no other department or agency. They include property tax levy calculations; property assessment roll maintenance, county-wide elections, county budget preparation and monitoring, payroll, financial management, and record keeping. The secondary functions of the County Auditor's Office include serving as clerk to several boards and commissions, serving as a central management department, managing game & fish licenses, and serving as clerk and keeping the books of the County Commission. The Office of the County Auditor also provides assistance to the organized townships and provides information to the public on a wide variety of county related issues.

Procedures

The procedures established for providing governmental services in the Auditor's Office are as follows: The duties of the Auditor as found in the NDCC and elsewhere are carried out daily by the personnel in the Auditor's Office using an assortment of procedures tried and tested over the years. Telephones, computers, calculators, copy machines, file cabinets and other essential office equipment are provided by the County to improve routine office procedures by the staff. Training is provided as needed and procedures to improve efficiency are implemented whenever possible. Employees are hired based on their qualifications for the job and are trained on internal procedures by the Auditor.

Analysis of the Office of County Treasurer

The County Treasurer is the chief collection officer for county revenue. The Treasurer is responsible for keeping accurate accounts of all receipts and expenditures for tax monies and other revenue which shall come

into the County Treasurer's hands. Funds collected on behalf of political subdivisions by the County Treasurer are to be remitted to the appropriate districts in a timely manner. Investments of the county funds, preparation of daily balance sheets and checking account information, related pledge of securities, and payment of county obligations are also duties of the County Treasurer.

Existing Organization

The existing organization of the County Treasurer's Office includes the following positions and primary duties:

Treasurer: Overall responsibility for operation of office, supervision of the Deputy Treasurer, preparation of an annual department budget, and fulfillment of all statutory duties; performs responsible clerical and accounting functions including the money handling functions of the office, preparing, balancing, and making daily bank deposits, and reconciliation of County accounts; receives payment of all property taxes, posts the payments, issues receipts, and makes entries on the tax roll; prepares an annual report of payments to schools in the County. County Treasurer does the annual mailing of new tax statements and mailings of notices of unpaid taxes to delinquent property owners.

Deputy County Treasurer: Performs responsible clerical and accounting functions including the money handling functions of the office, preparing, balancing, and making daily bank deposits, and reconciliation of monthly statement of the County's bank accounts. Performs duties assigned by the County Treasurer such as receiving payments of taxes, posting payments, issuing receipts and making entries on the tax roll. Assists the County Treasurer with duties aforementioned as assigned by the County Treasurer. In the absence of the Treasurer, performs the duties of the County Treasurer.

Function

The Office of County Treasurer has several primary functions including the collection of taxes, issuing receipts, and monitoring county investments.

Secondary functions include counter service for the public; provide tax related information to bank institutions, realtors and others involved in real property activities; and generate reports to the school districts for funds disbursed.

Procedures

The procedures established for providing governmental services in the County Treasurer's Office include daily monitoring of investments and receipts by office personnel, use of telephone, computers, calculators, copy machines, file cabinets and other essential office equipment in providing necessary service and answering questions.

Procedures tried and tested throughout the years have been passed from employee to employee and are enhanced through training and education in an effort to improve efficiency whenever possible. The Deputy Treasurer is hired based on qualifications for the job and is trained on internal procedures by the Treasurer.

The Plan

The Offices of the Griggs County Treasurer and the Griggs County Auditor will be combined effective upon adoption of a final Resolution passed by the Griggs County Commission and will involve the following changes:

1. The office of County Treasurer and the office of County Auditor shall be combined into one office to be known as "County Auditor & Treasurer". All statutory duties of county treasurer and county auditor shall be assumed by the combined office of County Auditor & Treasurer. The overall management and supervisory responsibility for the consolidated office will be assigned to the current County Treasurer.
2. Current staff positions of the current offices will be assigned duties and responsibilities as directed by the new County Auditor & Treasurer.
3. The term of office for the Treasurer shall be changed to coincide with that of the Auditor (1st day in April next succeeding the Auditor's election).
4. The Office of County Auditor & Treasurer shall be an elective position.
5. The citizens of Griggs County shall retain the right of referral of this plan as outlined in NDCC 11-10.2-02.

Proposed Office Organization

The consolidation of the County Auditor's Office with the County Treasurer's Office is intended to increase the efficiency, effectiveness, and reduce costs for providing services required in the offices, in the same manner as

the public has become accustomed. The current County Treasurer will be assigned all statutory duties of the current County Auditor and in addition the duties now assigned to the current County Auditor. The statutory duties relating to the County Auditor and to the County Treasurer will be administered by the County Auditor & Treasurer and staff as appropriate. The new County Auditor & Treasurer will be directly responsible for the management of the consolidated offices. The County Commission will continue to provide the necessary staff, office space and equipment necessary to perform the functions required of the consolidated offices. The cornerstone of this plan is the staff. Staff positions may be assigned additional duties and responsibilities including but not limited to responsibility for day to day office management and supervision of staff. Staff assigned additional duties and responsibilities may be reclassified accordingly. Workloads may be shifted to establish correlation between job parts and job functions. Cooperation and willingness to take different or additional duties will be required of the staff.

Effectiveness and Efficiency

The effectiveness of the consolidated offices will be improved through centralized management. The duties assigned in the offices will be carried out in a manner consistent with law and without duplication or disagreement between two independently elected officials. The new position of County Auditor & Treasurer will be an elective position.

The efficiency of the consolidated offices will be improved by several methods:

1. Centralized management will assure consistent policies and procedures among the two major finance offices in Griggs County government.
2. Cross utilization of staff will allow for peak busy seasons to be shared between a pool of employees.
3. A reduction in cost is expected to be realized.

Conclusion

The 1993 changes in North Dakota State Law in Chapter 11-10.2 along with the fiscally conservative practices of the Board of County Commissioners led to this document. This plan attempts to allow the county to provide cost-effective services. The intent of this plan is to provide for all county auditor and treasurer duties at a level equal to or exceeding present levels at a savings to the taxpayers of Griggs County. It is a goal of this plan to provide the essential financial and administrative services at a savings to the taxpayers of Griggs County.

There was discussion on if they were going to buy coal next year for the existing courthouse and they did not know and not letting it deteriorate.

Motion by Shawn Steffen to adjourn meeting at 5:07 pm and meet again in regular session on Friday, March 21, 2014, at 1 pm, second by John Wakefield and called three times for discussion with all ayes, no nays and carried.

ATTEST: Cynthia M. Anton
Auditor

Troy Olson
Chairman

The Board of County Commissioners met in special session on Friday, March 14, 2014, at 1 pm.

Chairman Troy Olson opened the meeting and everyone stood for the Pledge of Allegiance.

Chairman Troy Olson took roll call and present were Commissioners Shawn Steffen, Ron Dahl, Dale Pedersen, John Wakefield and Troy Olson. Also present were States' Attorney Jayme Tenneson, Sheriff/DES Coordinator Robert Hook, Treasurer Connie Eslinger, Recorder/Clerk of Court Kelly Vincent, Citizens Ron Halvorson, Dennis Halvorson, Jim Tenneson, Marina Spahr, Jeff Lambertson and Steve Dahl.

Chairman Troy Olson opened the floor for discussion on the new courthouse. He had received a request to do a walk-through of the building so the group adjourned over to the new courthouse building.

Upon returning to the meeting, Chairman Troy Olson commented that it was pretty obvious there was room to bring Social Services back into the building, but a plan needs to be devised on where they would go.

Chairman Olson then called on Commissioner Ron Dahl to begin discussion on New Courthouse items. Commissioner Ron Dahl's first item of business was to resign effective immediately as the Owner's Representative for the County. Reasons given were not wanting the responsibility of having his name associated with the EOC Grant if it doesn't come through or if there are other cost problems and that the Owner is on the contract when they are supposed to be leasing the building. John Wakefield moved to accept Ron Dahl's resignation as the Owner's Representative, second by Shawn Steffen and called three times for discussion with all ayes, no nays and carried.

Change Orders were the next issue brought up. Change Orders 5,6 & 7 have not been signed by the Commission and Construction Engineers maintains that if change orders are signed by the Building Authority, that is all they need. Ron Dahl moved to reject Change Order #6 and take the single items out of the contingency, second by John Wakefield and called three times for discussion with roll call vote: Shawn Steffen-aye, Ron Dahl-aye, Dale Pedersen-aye, John Wakefield-aye, Troy Olson-aye and carried. Change Order #7 is for the transfer switches and there was some discussion on generators and switches. S/DEC Robert Hook passed out FF&E information and a generator option from Abraham Sales. Commissioner John Wakefield stated that the FF&E is under the control of the Building Authority and the County is not involved. Further discussion followed on the contract and the funding sources. Commissioner John Wakefield stated that the County cannot let the EOC Grant fall through; the County has to do everything they can to keep that in place. S/DEC Robert Hook stated that Construction Engineers had promised to get all the necessary back-up paperwork to him by the beginning of next week to submit to the DES. SA Jayme Tenneson will try to get a letter to the Attorney General within the next week or two regarding the contract. There was also discussion about comingling of funds; the bond funds are considered to be local funds since tax money will be repaying the bond so as long as there is a paper trail, DES has said that would be all that's needed to comply with the grant. S/DEC Robert Hook asked again about the Commission's opinion on the generator and transfer switches. Commissioner John Wakefield stated that since the generator and transfer switches are part of the FF&E, the Building Authority has total control over that. Commissioners agreed that the submission to the grant does not need to be approved by them. They DO want to know of any change orders or anything that affects the Guaranteed Maximum Price of the contract. S/DEC Robert Hook wanted to know who should get the Change Orders and was told that they should go to Auditor Cindy Anton and she will get them to the Commissioners. Ron Halvorson asked who the owner's representative for the Commission is and was told that all five Commissioners should be notified through Auditor Cynthia Anton, but unless it is a change order, the Building Authority has the last word. Marina Spahr was asked about some explanation of how the contracts ended up the way they were, but she stated "I'm not your counsel. I know the answers and I know the contracts, but I'm not your counsel." Commissioner John Wakefield stated that they weren't asking for counsel, just for clarification on how the contract was done. Her response was: "I'm not obstructive, but the answers you're looking for will not come from me."

Commissioner Ron Dahl brought up the concrete slab warranty which the Commission had rejected. After further discussion and quoting from the contract, paragraph 12.3-Acceptance of non-conforming work, the consensus of the Commission was to wait to see what happens.

Commissioner Ron Dahl brought up equipment rental and small tools. The Commission can have input, but since they don't have the authority, the decision will be up to the Building Authority. Overtime was also discussed at this time. The Commission's opinion was that the overtime earlier in the project was probably justifiable when trying to get the building enclosed, but it probably would not be justifiable now. Commissioner Ron Dahl mentioned that this is a cost of the project and the contractor should be reimbursed for this expense.

SA Jayme Tenneson thought a project audit should be decided on. Commissioner Ron Dahl has talked to Eide Bailly about the AIA-133 Audit and the representative from there was going to discuss this with his colleague. S/DEC Hook mentioned that the DES would require an OMB 133 Audit which is different from the AIA-133 Audit. John Wakefield moved that we instruct Harold Rotunda to conduct a third-party pre-audit of the project as specified in the Judge Advocate's letter regarding specifications of the grant, second by Shawn Steffen and called three times for discussion with roll call vote: Shawn Steffen-aye, Ron Dahl-aye, Dale Pedersen-aye, John Wakefield-aye, Troy Olson-aye and carried. The contract audit may be done at the end of the project.

Commissioner John Wakefield wondered how to handle the fact that a portion of the money coming back from the EOC Grant needs to be paid back to the Building Authority. The consensus was to take a "wait and see" stance to see when and where the money comes back.

Chairman Troy Olson opened up discussion of the Tax Equalization Director position. The Commission had asked internally for applicants and there were none. He had checked with the Steele County Commission Chairman and was told their Tax Director is also the Deputy Auditor and they seem to like it handled that way. The Chairman will bring it up at their next meeting, but Troy Olson did not think there would be much interest. Commissioner Ron Dahl suggested passing a motion to put the Tax Director under the authority of the Auditor. Commissioner John Wakefield stated that the Tax Director really is under the authority of the Commission. Other options were discussed and it was noted by Commissioner John Wakefield that the Commission cannot make any of the elected officials do this job. After looking over the Tax Director's budget, it was decided that the annual salary was \$23,000. Chairman Troy Olson suggested hiring the former Steele County Tax Director for a year so there is someone in place for the townships and county and he will talk to her about taking the position. Commissioner John Wakefield suggested an ad he had drafted be placed in the Steele and Griggs County newspapers for two weeks. Ron Dahl moved to advertise for two consecutive weeks in the Steele and Griggs County newspapers for a Tax Director referencing N.D.C.C. 11-10.1 for job description, second by Shawn Steffen and called three times for discussion with roll call vote: Shawn Steffen-aye, Ron Dahl-aye, Dale Pedersen-aye, John Wakefield-aye, Troy Olson-aye and carried.

Motion by Shawn Steffen to adjourn meeting at 2:35 pm and meet again in regular session on Friday, March 21, 2014 at 1 pm, second by Ron Dahl and called three times for discussion with all ayes, no nays and carried.

ATTEST: Deborah Pfeifer
Deputy Auditor

Troy Olson
Chairman

COMMISSIONERS PROCEEDINGS

AUDITOR'S WARRANTS

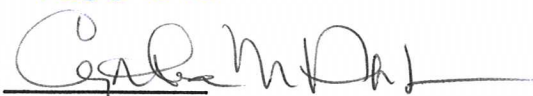
6155-6190	29,361.21	Payroll	GEN-8107.61,CWB-5702.93,IR-83.71 HWY-9843.46,CA-754.59,VSO-267.03 911-262.50,RC-4223.00,WD-116.38
17781	15,677.62	Griggs County	<u>DED-12411.78,SS-2882.61,T125-383.23</u>
	45,038.83	Total	


MARCH VOUCHERS

100.00	Bank of the West	Emergency Fund-Rent
120,453.95	Bank of ND	
1,948.49	Bin-City Bulk	RD-prem
1,103.80	Mark Blumer	GEN-DC-atty fees
77.36	Cardmember Service	RD-fuel & supplies/tools
74.00	Comfort Inn	911-travel
74.70	Commerical Card Solutions	CA-travel
177,974.54	Construction Engineers	<u>GEN-EOC grant</u>
240.00	Electro Watchman, Inc	GEN-EOC grant
1,751.00	Ellefson Sales & Excavating	GEN-coal
1,000.00	Emergency Commun Network	911-alert system
60.00	Vicki Fleck, Secretary	GEN-DC-dues
18,835.54	Griggs County	T125-5502.66,HWY-3537.66,CWB-2526.70, <u>DED-76.56,GEN-1531.40,SS-5660.56</u>
2,030.90	Griggs County Treasurer	Taxes paid under Protest
619.28	Jill Haakenson	WEED-56.05,CA-563.23
160.00	Jamestown Communications	RD-power supply
30.49	John Deere Financial	RD-supplies
60.00	NDACo	GEN-AUD-travel
772.21	New Century Press	GEN- P&P
260.94	Quill	CA-49.18, GEN-TR-211.76
22.40	Betty Stabenow	CA-travel
47.08	Verizon	GEN-SA-cell phone
105.98	Verizon	CWB-cell phone
250.00	WorkForce Safety & Insurance	IR-workers Compensation

~~328,052.66~~ Total
150078.12

ATTEST:


Auditor/Deputy


Chairman

PRIMARY ELECTION, JUNE 8, 2010

D STATE OF NORTH DAKOTA	E GRIGGS COUNTY	F Precinct 1
<p>NO-PARTY PRIMARY BALLOT</p> <p>To vote for the candidate of your choice, you must darken the oval (●) opposite the name of the candidate.</p> <p>To vote for a person whose name is not printed on the ballot, write that person's name in the blank space provided for that purpose and darken the oval (●) opposite the space provided.</p>	<p>County Sheriff Vote for no more than ONE name</p> <p><input type="radio"/> Robert S Hook</p> <p><input type="radio"/></p>	<p>MEASURES BALLOT</p> <p>A voter may vote upon a measure by darkening the oval (●) opposite either the word "YES" or "NO" following the summary of each question.</p>
<p>Justice of the Supreme Court Vote for no more than ONE name</p> <p><input type="radio"/> Carol Kapsner</p> <p><input type="radio"/></p>	<p>County Official Newspaper Vote for no more than ONE name</p> <p><input type="radio"/> Griggs County Courier</p>	<p>County Measure 1</p> <p>Explanation: Should the current emergency services communication fee of up to \$1.50 per month per wireless access line and telephone access line for the operation and maintenance of the emergency 911 communications system continue at \$1.50? Voter approval would allow a fee, not to exceed \$1.50 per month per wireless (cellular) access line and telephone access line, to be continued for an initial six-year period, with the revenue dedicated to maintaining and operating the emergency services communication system as required by State law.</p> <p><input type="radio"/> YES You approve</p> <p><input type="radio"/> NO You do not approve</p>
<p>Judge of the District Court Southeast Judicial District Judgeship Number 2 Vote for no more than ONE name</p> <p><input type="radio"/> John T (Jack) Paulson</p> <p><input type="radio"/> Brad Cruff</p> <p><input type="radio"/></p>		<p>County Measure 2</p> <p>Explanation: Shall the Griggs County Board of Commissioners be authorized to continue a 5 mill road levy for up to 5 years (20% of the 5 mill levy collected in the Cities will go to the Cities) for repairs, maintenance, graveling, and improvements of highways and streets in the County?</p> <p><input type="radio"/> YES You approve continuing the 5 mill road levy.</p> <p><input type="radio"/> NO You do not approve continuing the 5 mill road levy.</p>
<p>Judge of the District Court Southeast Judicial District Judgeship Number 4 Vote for no more than ONE name</p> <p><input type="radio"/> James M "Jim" Bekken</p> <p><input type="radio"/></p>		
<p>Judge of the District Court Southeast Judicial District Judgeship Number 5 Vote for no more than ONE name</p> <p><input type="radio"/> Daniel D Narum</p> <p><input type="radio"/></p>		<p>VOTE BOTH SIDES</p>
<p>Judge of the District Court Southeast Judicial District Judgeship Number 6 Vote for no more than ONE name</p> <p><input type="radio"/> Mikal "Mike" Simonson</p> <p><input type="radio"/> Jay Schmitz</p> <p><input type="radio"/></p>		
<p>County Commissioner Vote for no more than ONE name</p> <p><input type="radio"/> Ron Halvorson</p> <p><input type="radio"/> Robert R Roggenbuck</p> <p><input type="radio"/></p>		
<p>County Auditor Vote for no more than ONE name</p> <p><input type="radio"/> Cynthia M Anton</p> <p><input type="radio"/></p>		
<p>County States Attorney Vote for no more than ONE name</p> <p><input type="radio"/> Phyllis A Ratcliffe</p> <p><input type="radio"/> Paul Murphy</p> <p><input type="radio"/></p>		
<p>County Recorder/Clerk of District Court Vote for no more than ONE name</p> <p><input type="radio"/> Janice M Steffen</p> <p><input type="radio"/></p>		
<p>County Treasurer Vote for no more than ONE name</p> <p><input type="radio"/> Connie E Esslinger</p> <p><input type="radio"/></p>		
D Precinct 1	E 01 01	F Typ 01 Seq 0001 Spl 01



North Dakota Department of Transportation

Grant Levi, P.E.
Director

Jack Dalrymple
Governor

March 14, 2014

Cindy Anton
Griggs County Auditor
PO Box 511
Cooperstown, ND 58425

PROJECT SC-2000(014)
MULTIPLE LOCATIONS
CHIP SEAL – 10.455 MI

Enclosed is a Resolution for the above project in the March 14, 2014 bid opening. The apparent low bidder is Morris Sealcoat & Trucking Inc. in the amount of \$299,699.13. If the county board concurs in awarding, please execute the Resolution, and return to our office.

A handwritten signature in cursive script that reads "Paul M. Benning".

PAUL M. BENNING, P.E., LOCAL GOVERNMENT ENGINEER

38/sp
Enclosure

RESOLUTION

WHEREAS, the bid in the amount of \$299,699.13 from Morris Sealcoat & Trucking Inc. received in the bid opening of March 14, 2014 for Project SC-2000(014) was the low bid received.

WHEREAS, this bid is considered reasonable.

NOW THEREFORE, be it resolved by the Board of County Commissioners of GRIGGS County will award to Morris Sealcoat & Trucking Inc. the contract for Project SC-2000(014) and hereby authorizes the Chairman of the Board to sign said contract.

It is further understood that the County shall reimburse the North Dakota Department of Transportation for any payments made under this contract, which are not collectible from the Federal Highway Administration.

ATTEST:

County Auditor

Chairman, Board of County
Commissioners

County: GRIGGS_____

This is to certify that the above resolution was adopted and passed at a meeting of the Board of County Commissioners at _____ County on _____.

County Auditor



North Dakota Department of Transportation

Grant Levi, P.E.
Director

Jack Dalrymple
Governor

MEMO TO: Chairperson, Board of County Commissioners

FROM: Paul M. Benning, Local Government Engineer *Paul M. Benning*

DATE: January 16, 2014

SUBJECT: Maintenance Certification

Enclosed is an annual Maintenance Certification for county federal aid projects for you to sign and return to my office by **February 14, 2014**. This certification states that your county is properly maintaining the projects that had federal aid for construction.

Also enclosed is a sample "Construction and Maintenance Agreement" similar to one you have signed for each federal aid construction project. (See page 3)

If you have any questions, please call me at 701-328-2217.

38/blf/sp
c: Road Foreman (letter only)
Enclosures

MAINTENANCE CERTIFICATION
COUNTY FEDERAL AID PROJECT
North Dakota Department of Transportation, Local Government
SFN 51026 (Rev. 06-2007)

All federal aid highway projects have been inspected and are being maintained in a good and safe condition for general public use. Maintenance is in accordance with the North Dakota Department of Transportation "Construction and Maintenance Agreements."

Approved as to form:

States Attorney (Type or print)
Signature

County of
Date

County Auditor (Type or print)
Signature

Chairman, Board of County Commissioners (Type or print)
Signature

Recommended for approval:

County Engineer/Highway Supervisor (Type or print)
Signature

North Dakota Department of Transportation
CONSTRUCTION AND MAINTENANCE AGREEMENT
COUNTY FEDERAL AID PROJECT

Federal Award Information – to be provided by NDDOT	
CFDA No.: 20.205	CFDA Title: Highway Planning and Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin.
NDDOT Program Mgr.: \${FIELD:CONTRACT_MGR_NAME}	Telephone: <<telephone>>
Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.	

For NDDOT use only.	FHWA Authorization date:
----------------------------	---------------------------------

Project No. \${FIELD:PROJECT_NUMBER} **County**
Location: \${FIELD:LOCATION}
Type of Improvement: **Length:**

This contract is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and _____ County, North Dakota, hereinafter referred to as the County, who hereby agree that:

It is in the best interest of both parties to have the County construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the County with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The County agrees to the terms and conditions required for the project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code. Federal funds will be provided under item _____ :

- a. Federal funds obligated for this project shall not exceed _____ percent of the total eligible project cost up to a maximum of \$ _____ .
- b. Federal funds obligated for this project shall not exceed _____ percent of the total eligible project cost. The total estimated project cost is \$ _____ , with the County's estimated share being \$ _____ .

The balance of the project cost is the obligation of the County. The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.

Federal funds may not be obligated by the County, prior to Federal Highway Administration approval of the program documents for the project.

PART I

County Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

The County shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The County shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the County of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. seq.).

Include the following paragraph verbatim in any subcontracts they sign relative to this project:

- a. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.
2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
3. To construct the project in conformity with the construction contract. Changes to the plans shall meet the requirements of the current edition of NDDOT's *Local Government Manual* and 23 CFR Part 625, Design Standards for Highways.
4. To construct the project in conformity with the approved environmental documents, and implement any measures mitigating the environmental impact of the project.
5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.
6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.
7. The County will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.
8. To comply with the requirements of Appendix A of the Title VI Assurances, attached and incorporated by reference herein.

PART II

Contracting and Construction:

1. On behalf of the County, NDDOT will:
 - a. Prepare the bid proposals, print and distribute the proposals and plans, solicit proposals and include the project in a scheduled bid opening, as provided in NDCC Chapter 24-02.
 - b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidders good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.
 - c. Tabulate the bids and send to the County for its determination of the lowest responsible bidder and the execution of the contract.
 - d. Concur in the award of the contract for the sole purpose of enabling the County to procure federal aid for the construction of the project.
 - e. Distribute copies of the executed contract, plans, and contract documents to the parties.
2. During the construction of the project, the County will:
 - a. Provide engineering services, material testing, inspection of the work, and administer the construction contract as required by the contract documents and the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction and Sampling and Testing Manual*.
 - b. Keep all project records and documentation as required in NDDOT's current edition of the *Construction Records Manual* and the *Construction Automated Record System*.
 - c. Make all records available to NDDOT and FHWA for inspection upon request. Submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the County.
 - d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

PART III

Post Construction:

After the project is completed the County agrees to:

1. Maintain the signing and marking of the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
2. Provide maintenance to the completed project, at its own cost and expense.
3. Prohibit encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

1. NDDOT will make all contract payments, on behalf of the County. Payment will be made upon receipt of the engineer's estimate. The County will reimburse NDDOT for all payments made under this contract less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

If the County fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the County, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the County out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee or other person performing services for the County who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the County shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the County, and such officer, employee, or person has not participated in such acquisition for and in behalf of the County.
4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.
5. NDDOT requires contracts executed with counties, cities, other state agencies, Indian tribes, colleges, hospitals, and nonprofit businesses to comply with OMB Cir. A-133.
6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Local Government Engineer
ND Department of Transportation
608 East Boulevard Avenue
Bismarck ND 58505-0700

7. The County is advised that its signature on this contract or agreement, certifies that the County or any person associated therewith 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.

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

Executed by _____ County, North Dakota, the date last below signed.

APPROVAL:

STATES ATTORNEY (TYPE OR PRINT)

County of _____

SIGNATURE

DATE

ATTEST:

COUNTY AUDITOR (TYPE OR PRINT)

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVAL:

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

CLA 19257 (Div. 38)
L.D. Approved 4-12-93; 12-13

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor), agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.**
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.



Cindy Anton <cindy.anton@griggscountynd.gov>

FW: Your .GOV Domain GRIGGSCOUNTYND.GOV is due for renewal

1 message

Grove, Jennifer L. <jgrove@nd.gov>

Tue, Mar 11, 2014 at 1:50 PM

To: "Anton, Cynthia M." <cindy.anton@griggscountynd.gov>

Cindy,

Would you like to renew this for another year? The cost is \$125.

Jennifer Grove
Accounting Budget Specialist III
ND Information Technology Department
phone: 701-328-1480
jgrove@nd.gov

-----Original Message-----

From: Sipes, Daniel E.

Sent: Tuesday, March 11, 2014 1:15 PM

To: Grove, Jennifer L.

Subject: FW: Your .GOV Domain GRIGGSCOUNTYND.GOV is due for renewal

-----Original Message-----

From: registrar@dotgov.gov [mailto:registrar@dotgov.gov]

Sent: Monday, March 10, 2014 8:40 PM

To: Sipes, Daniel E.

Subject: Your .GOV Domain GRIGGSCOUNTYND.GOV is due for renewal

Dear .GOV Contact,

This is a reminder that domain GRIGGSCOUNTYND.GOV for which you are listed as a billing point of contact, is due for renewal.

Domain registration for GRIGGSCOUNTYND.GOV will expire on 06/09/2014.

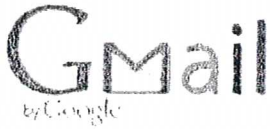
Please visit www.dotgov.gov to view and arrange for payment.

Sincerely,

.GOV Customer Service

registrar@dotgov.gov

877-734-4688



Griggs County Courthouse and EOC - Construction Change Directive #1 3-20-2014

Sonya <sonya@designbuildservices.com>

Thu, Mar 20, 2014 at 3:11 PM

Reply-To: Sonya@designbuildservices.com

To: Cindy Anton <cindy.anton@griggscountynd.gov>, Robert Hook <robert.hook@griggscountynd.gov>, rondahlnd@yahoo.com

Cc: Connie Eslinger <connie.eslinger@griggscountynd.gov>, Jon Steen <JonS@constructionengineers.com>, Ken@designbuildservices.com

Greetings everyone,

Sorry to do this to you again. CE wanted us to change the wording in CCD #1.

Please disregard the other two CCD #1 files sent on 3-19-14 and replace with the enclosed CCD #1 file dated 3-20-14.

Thank you and please let me know if you have any questions.

Sincerely,

Sonya Kraft, Architect

Kraft Architects, Inc.

1744 Windsor Drive South

Shakopee, MN 55379

Telephone: 952-233-8750

Fax: 952-233-8752

email: Sonya@designbuildservices.com



CCD #1-final- 3-20-14.pdf

48K

Page 25

Griggs County Courthouse and EOC

Project #120804

To: Construction Engineers, 200 North 69 Street, P.O. Box 13378, Grand Forks, ND 58203

Contract:

AIA Document A133 -2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

Construction Change Directive #1

Date : 3-20-2014

You are hereby directed to make the following changes in the Contract Documents:

Construction Engineers (CE) shall modify their front end documents within the specifications as needed to reflect the required Davis Bacon wage rates for Griggs County. These changes shall be posted and documented as being a part of this project.

Proposed Adjustments:

- 1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - o Lump Sum decrease/ increase of \$ _____
 - o Unit Price of \$ _____ per _____
 - o As provided in Section 7.3.3. of the AIA A201-2007

As follows:

Construction Engineers has agreed that the change to include Davis Bacon wage rates will not impact extra costs for our employees because they are paid higher than the prevailing wage rates in the Cooperstown area. However, there will be administrative, subcontractor, overhead and profit, and miscellaneous costs that will be included in the final adjustment for this change. These are unknown costs at this time and shall be workout between the Owners and the CM.

- 2. The Contract Time is to remain the same. The proposed adjustment, if any, is 0 days.

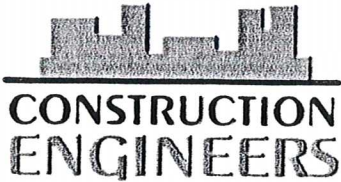
When signed by the Owner and Architect and received by the CM/ Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

_____ Owner	_____ Owner	<u>Kraft Architects Inc.</u> Architect
_____ Address	_____ Address	<u>Shakopee, MN</u> Address <i>Sonya Kraft</i>
_____ By (Signature)	_____ By (Signature)	_____ By (Signature)
_____ (Printed or typed name)	_____ (Printed or typed name)	<u>Sonya Kraft</u> (Printed of typed name)
_____ Date	_____ Date	<u>3-20-14</u> Date

Contractor signature indicates agreement with the proposed adjustment in the Contract Sum and Contract Time set forth in this CCD.

_____ Contractor/ CM	_____ Address	_____ By (Signature)
_____ (Printed or typed name)	_____ Date	

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CHANGE ORDER #6

Change Order No: 6
 Date: 02/24/14
 CEL Job No: 1309

OWNER: Griggs County Commission and Griggs County Building Authority
 ATTN: Robert Hook
 808 Rollin Avenue SW
 Cooperstown, ND 58425

PROJECT: Griggs County EOC and Courthouse
 805 Odegard Avenue SW
 Cooperstown, ND 58425

ARCHITECT: Kraft Architects, Inc.
 1744 Windsor Drive South
 Shakopee, MN 55379

Original Contingency Amount Included in GMP.....	\$	72,124.24
Contingency Added After Final Bids.....	\$	23,199.08
Contingency Remaining After Final Bid Results.....	\$	95,323.32
Net Change by Previous Change Orders.....	\$	25,122.44
Contingency Prior To This Change Order.....	\$	70,200.88
Change Order #6 Reduction from Contingency	\$	4,357.53
New Contingency Amount, Including this Change Order.....	\$	65,843.35

DESCRIPTION OF CHANGE

CP-05 Fur/Rock Multipurpose East Wall	\$	940.45
CP-06 Epoxy Paint @ Garage Walls	\$	490.47
CP-07 Upgrade Paint for HM Doors & Frames	\$	544.96
CP-08 Electrical - Courtroom Keyed Switches & Multipurpose Room	\$	419.68
CP-09 Masonry Paint - Eggshell to Semi-Gloss	\$	163.49
CP-10 Tile Sheet Membrane	\$	1,798.48
Total	\$	4,357.53

These changes result in the following adjustment to your contract amount:

Original Contract Sum.....	\$	2,957,093.98
Net Change by Previous Change Orders.....	\$	-
Contract Prior To This Change Order.....	\$	2,957,093.98
Change Order #6 ADD	\$	-
New Contract Sum, Including this Change Order.....	\$	2,957,093.98

All terms and conditions included in the Standard Form of Agreement dated March 29, 2013 shall remain in effect. Only the alterations specifically noted above shall be adjusted.

Accepted By:

GRIGGS COUNTY COMMISSION AND
 GRIGGS COUNTY BUILDING AUTHORITY

ARCHITECT
 KRAFT ARCHITECTS

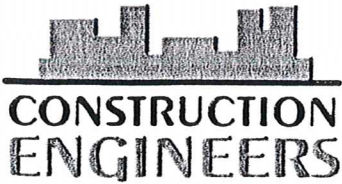
Ben Matson
 BEN MATSON - PROJECT MANAGER
 CONSTRUCTION ENGINEERS

DATE

DATE

DATE

2/24/2014



CHANGE ORDER #7

Change Order No: 7
Date: 03/04/14
CEL Job No: 1309

OWNER: Griggs County Commission and Griggs County Building Authority
ATTN: Robert Hook
808 Rollin Avenue SW
Cooperstown, ND 58425

PROJECT: Griggs County EOC and Courthouse
805 Odegard Avenue SW
Cooperstown, ND 58425

ARCHITECT: Kraft Architects, Inc.
1744 Windsor Drive South
Shakopee, MN 55379

DESCRIPTION OF CHANGE

CP-11 Transfer Switches

\$ 11,046.81

Total \$ 11,046.81

These changes result in the following adjustment to your contract amount:

Original Contract Sum.....	\$ 2,957,093.98
Net Change by Previous Change Orders.....	\$ -
Contract Prior To This Change Order.....	\$ 2,957,093.98
Change Order #7 ADD	\$ 11,046.81
New Contract Sum, Including this Change Order.....	<u>\$ 2,968,140.79</u>

All terms and conditions included in the Standard Form of Agreement dated March 29, 2013 shall remain in effect. Only the alterations specifically noted above shall be adjusted.

Accepted By:

GRIGGS COUNTY COMMISSION

DATE

ARCHITECT
KRAFT ARCHITECTS

Ben Matson

BEN MATSON - PROJECT MANAGER
CONSTRUCTION ENGINEERS

GRIGGS COUNTY BUILDING AUTHORITY

DATE

DATE

3/4/2013

DATE

Date: 3-20-2014

Griggs County Commissioners
808 Rollin Avenue (P.O. Box 340)
Cooperstown, MN 58425

Griggs County Building Authority
808 Rollin Avenue (P.O. Box 340)
Cooperstown, MN 58425

Project: **Griggs County Courthouse and EOC, Project # 120804**
RE: **Additional Services**

Dear Griggs County Commissioners and Griggs County Building Authority Members:

Kraft Architects entered into an agreement with Griggs County on April 9, 2013 to perform Engineering and Architectural services. This agreement, an AIA Document B132-2009, is a *Standard Form of Agreement Between Owner and Architect, Construction Manager as Advisor Edition*. Having entered into this agreement, Kraft Architects reasonably assumed that Griggs County would enter into an agreement with a Construction Manager where the Construction Manager was an Advisor as the name of the agreement implies. These agreements are written as "Families" and are intended to be used in conjunction with one another as described below.

- Owner/Architect AIA – B132-2009
- Owner/Construction Manager as Advisor AIA – C132-2009
- General Conditions of the Contract AIA – A232-2009

Several months subsequent to the signing of the Owner/Architect Agreement, Kraft Architects found that Griggs County had entered into a *Construction Manager as Constructor* agreement rather than the anticipated and correct *Construction Manager as Advisor* agreement. We assume without consultation or knowledge of these families of agreements, Griggs County entered into the inadvisable *AIA – 133-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*. To further compound the issue, an improper *General Conditions of the Contract for Construction* was selected in relating to the Owner/ Architect Agreement . The actual agreements being used on this project are listed below.

- Owner/Architect AIA – B132-2009
- Owner/Construction Manager as Constructor AIA – A133-2009
- General Conditions of the Contract AIA – A201-2007

This error in contract selection has exposed Kraft Architects professionally and has burdened them in the form of additional hours as follows:

1. Informing and educating the Owner and Contractor who did not fully understand what a Cost Plus a Fee agreement entailed let alone execute.
2. Clarification items within the Owner/ Contractor agreement that should have been established in upfront negotiations.

3. The need for interpolation between dis-similar contracts that were not intended to be used in conjunction with one another.
4. Payment Requests - Under the Owner/Architect CM as Adviser agreement, KA expected to spend less than two hours on each Payment Application submitted by the CM. The very nature of a Cost Plus a Fee project has put the Architect's role in the Payment Application process as one similar to an accountant and auditor. This is not the role we had agreed upon in the AIA-B132-2009.

Throughout this process, Kraft Architects had informed the Owners representatives, a couple board members including the Presidents of each board, and Connie Eslinger that in reviewing this type of payment request at this detail with all the supporting documentation is beyond our scope of work.

We have asked as recently as February 25, 2014, if the Owners would like us to continue to review the payment applications at this level, noting we are not accountant, attorneys, etc., but are well acquainted with the project. We understood our continued additional services were wanted, and were asked to put this in writing. It is our understanding that Owners have authorized KA to proceed with the a detailed review of the payment applications.

Therefore, it is our written request to be compensated for the inordinate amount time required to process the cost plus a fee payment applications in detail. The KA extra hours calculation is shown below:

- **Payment Application #1: 28 hours (actual net add)**
 - Reviewed and advised contractor on multiple Schedule of Values (SOV) and payment applications and ultimately could not certify Payment Application #1.
- **Payment Application #2: 55 hours (actual net add)**
 - Received an unorganized 300+ page request that required KA to create spread sheets to tabulate, audit, and ultimately certify *some* funds for payment.
- **Payment Application #3: 32 hours (actual net add)**
 - Similar to the payment application #2, but already had spreadsheets created for the input of the accounting required to audit the request.
- **Payment Application #4: 9 hours (actual net add)**
 - Working with approved contract assumptions and the better understanding by the contractor of what is expected in their payment applications has made this process shorter in duration.
- **Payment Application #5: To be determined**
 - Yesterday, KA has received over 400 of pages of certified payroll and supporting documentation from the Construction Manager. We anticipate more certified payroll to come from subcontractors. This certified payroll dates back to the beginning of the project, PR#1 – PR#5. The payroll information provided will needed to be inserted into each of the payment applications where the previous use of what was thought to be agreed upon hourly, rental, etc. rates where used. We understand, from CE, there are also hundreds of pages of actual invoices/ receipts, etc. that may need to be reviewed as needed from PR1-4, and PR5.
- **Payment Application #6: To be determined**

- **Payment Application #7:** To be determined
- **Payment Application #8:** To be determined
 - KA anticipates that this will be the final payment application.
 - Wrap up documents and prepare to submit to Owner's auditor.

Summary of Kraft Architects Additional Hours and Cost Projected

- Actual extra hours incurred by Kraft Architects 124 @ \$125/hour* \$15,500
 (*Rate of \$125 hour for Principal additional services per Owner/Architect agreement)

An invoice for the actual hours incurred will be invoiced on March 31, 2014.

Paragraphs from our Owner/ Architect Agreement B132 – 2009

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of

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 User Notes: (1383036495)



the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

Please note similar wording to the above is found in both in the General Conditions of Owner's contracts with the Architect and the CM. See paragraph below for Additional Services compensation.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« Architect - Principal: \$125/hr

Thank you for the opportunity to be of service.

Sincerely: 

Sonya Kraft, Architect
 Kraft Architects, Inc.

11-22-13

JDA is an entity of the county and JDA has their own checking account. Representative Beth Berge wanted to know what would happen to the money they have in their bank account.

There was discussion on 2013 Budget one time money spent and the need to restore that money. County Agent Jill Haakenson let the Board know that NDACo has information for the Board on county government. Auditor Cynthia Anton answered Commissioner Ron Dahl's question that the biggest collections are December, January, February and March. There was discussion on a generator for the new courthouse. There was mention of lowering the levies for the next year, rules on how levies can be used, transferring money within the general fund, have a county wide meeting with the employees on budgets, who does the courthouse budget, expenses on the new building while being built and what are the new costs for cutting the 2014 Budget, Building Authority not paying back \$293,000.00 and money spent that was not budgeted in 2013 and replenishing it.

Chairman Troy Olson opened discussion on county deeds for 2013 sale of forfeited land. Motion by Shawn Steffen, second by Dale Pedersen and carried, all ayes, no nays, to have Chairman Troy Olson sign county deeds for 2013 lands forfeited to the county and now deeding them over to buyers. Deeds were signed and notarized.

(9)-

Chairman Troy Olson gave County Agent Jill Haakenson the floor. County Agent Jill Haakenson discussed the current county staffing situation in the Extension Office. Nelson County Extension Administrative Assistant, Margo Burthold is only able to work one day a week in Griggs County. County Agent Jill Haakenson brought up the three options for county staffing of the extension office which were presented to the board at a previous commissioners meeting. She requested consideration for the option of funding two part-time employees; a half-time 4-H Coordinator and half-time Administrative Assistant. This option would require fewer funds for salary than are currently budgeted. There was discussion on what was left in her 2013 Budget; there are enough funds left to continue with Margo until the end of the year. Jill would like to advertise to hire permanent staff before the end of the year. With only one person in the office and the agent's busy schedule, it is difficult to keep the doors open when she is at required meetings. When she is out of the office calls to the office are being transferred to her cell phone. She is willing to work with the Board on reducing the 2014 Budget, current budget allows for a full-time administrative assistant and additional part-time help. Hiring part-time employees would eliminate the cost of benefits. The employees would be hired at a lesser salary than the last employee. There are several events coming up this winter that Extension is responsible for and the county has 45 4-H youth enrolled in the program and more are joining. After discussion on the funds remaining in the 2013 Extension budget and the funds allocated toward staff in the 2014 budget part. Motion by Ron Dahl, second by Shawn Steffen with discussion on salary and benefits with roll call vote: Shawn Steffen-nay, Ron Dahl-nay, Dale Pedersen-nay, John Wakefield-nay and Troy Olson-nay to not pass on hiring a half time Administrator/4-H Coordinator. There was discussion on salary, 2014 Budget for new employee, hiring salary at this time, experience, requirements for job and expectations for new employee in County Agent Office. Motion by Ron Dahl, second by Shawn Steffen and on roll call vote: Shawn Steffen-aye, Dale Pedersen-aye, John Wakefield-aye, Ron Dahl-aye and Troy Olson-aye and carried to hire an employee at 40 percent with a maximum cost of \$12,000.00.

Weed Biologist Jill Haakenson explained the reimbursement of the Weed Budget and having to budget at three mills to receive the reimbursement from State Ag.

Chairman Troy Olson opened discussion on bills presented. There were questions on a 2011 FEMA bill and Kelly Vincent explained the US Imaging bill with the Board with the Board requesting that the US Imaging bill go to the FF&E Budget. Motion by John Wakefield, second by Shawn Steffen with more discussion and called three times on roll call vote: Shawn Steffen-aye, Dale Pedersen-aye, John Wakefield-aye, Ron Dahl-aye and Troy Olson-nay and carried to present the \$10,000.00 US Imaging bill to the

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12-20-13

Recorder/Clerk of Court Kelly Vincent if receiving the grant would benefit the county or the building authority and if the grant is accepted are we obligated to accept the grant. The Commissioners discussed if they should apply for the entire project or apply only for the remainder of the project to be completed.

Social Service Director Cia Gronneberg discussed the Social Service budget with the Commissioners. Social Service Director Cia Gronneberg and Tammy Geiger, Social Service bookkeeper, explained how state and federal money and money received from the mill levy can only be used for Human Services and not taken for the General Fund. No action taken at this time.

The 2014 budget was discussed. Troy commented that they will not be able to take action on the Sheriff Department, States Attorney Office and Zoning because the absence of the department heads.

Troy Olson recommended not hiring an additional person in the Auditor's Office. John Wakefield moved to have the Auditor's Budget line item of \$28,600.00 transferred to Building and Grounds/Courthouse budget, second by Shawn Steffen and roll call vote: Shawn Steffen-aye, Ron Dahl-aye, Dale Pederson-aye, John Wakefield-aye and Troy Olson-aye and carried.

Ron Dahl moved to have the Clerk of Court/ Recorder reduce their budget by \$3,780.00 and the money transferred to Building and Grounds/Courthouse budget, second by John Wakefield and roll call vote: Shawn Steffen-aye, Ron Dahl-aye, Dale Pederson-aye, John Wakefield-aye and Troy Olson-aye and carried.

John Wakefield made a motion not to take anything out of the Treasurer budget and leave the Treasurer's budget as is for 2014, second by Ron Dahl and roll call vote: Shawn Steffen-aye, Ron Dahl-aye, Dale Pederson-aye, John Wakefield -aye and Troy Olson-aye and carried.

John Wakefield made a motion to accept Tax Director's proposal of her revised budget by \$22,040.00 and moved that amount to the Building and Grounds/Courthouse budget, second by Ron Dahl and roll call vote: Shawn Steffen-aye, Ron Dahl-aye, Dale Pederson-aye, John Wakefield-aye and Troy Olson-aye and carried.

Highway Superintendent Wayne Oien recommended a reduction to the road budget of \$10,000.00. Ron Dahl moved to accept the \$10,000.00 from the road department and move that amount to the Building and Grounds/Courthouse budget, second by Shawn Steffen and roll call vote: Shawn Steffen-aye, Ron Dahl-aye, Dale Pederson-aye, John Wakefield-aye and Troy Olson-aye and carried.

Ron Dahl move to have the Commissioner Salaries of \$50,000.00 transferred to the Building and Grounds/Courthouse budget, second by Shawn Steffen and roll call vote: Shawn Steffen-aye, Ron Dahl-aye, Dale Pederson-aye, John Wakefield-aye and Troy Olson-aye and carried.

Ron Dahl moved to amend NDSU Griggs County Extension budget from \$71,400.00 to \$51,400.00, and move that amount to the Building and Grounds/Courthouse budget, second by Dale Pederson and roll call vote: Shawn Steffen-aye, Ron Dahl-aye, Dale Pederson-aye, John Wakefield-aye and Troy Olson-aye and carried.

John Wakefield recommends tabling discussions on the Social Security, Oasis and request having Sheriff Robert Hook and Tj's Electronics/Travis Palm at the next meeting.

Troy Olson requested a five minute recess.

Shawn Steffen made a motion to approve a check for end of year (\$1+million) to transfer 2013 & 2014 collections so they can be distributed and apportioned at the beginning of 2014,

Chairman Troy Olson gave the floor to Extension Agent Jill Haakenson. Extension Agent Jill Haakenson wanted to know if money was going back in her 2014 County Agent Budget and it was explained that the money will stay in the County Agent Fund but the 2014 Extension Agent Budget cut was still in place. The Extension Administrative position had been a full-time benefited position. The 2014 budget was approved with this position in place. The Extension Agent budget was cut by \$20,000 leaving roughly \$17,000 for an administrative assistant. The position was cut from a full-time benefited position to a 40% administrative assistant position. She has advertised for a part-time administrative assistant position but not hired anyone at this time as she wanted clarification on the budget. She is required to keep up outreach and education and attend NDSU trainings and workshops to stay licensed and knowledgeable on several topics for her job. These meetings take her out of the Extension Office and she wanted to know with only a part-time assistant what to do about the office being closed during those times she is away. Right now she has a high school student to help out an hour a day. She would like to keep an extra \$4,000.00 in her office budget. This would allow her to hire two employees each at less than half time. Since Extension administers a lot of different programs each person would have different job duties. Neither position would be benefited but this would keep the office better staffed. \$900.00 was offered to put her up to approximately \$20,000.00. She would like \$24,000.00. Commission discussed allowing additional \$2,000.00 until moved into new courthouse. Motion by Ron Dahl to approve adding \$2,000.00 to the 2014 County Agent Budget for administrative help through June of 2014, second by John Wakefield with more discussion on sharing money and positions after the move into the new courthouse and called three times with roll call vote: Shawn Steffen-aye, Ron Dahl-aye, Dale Pedersen-aye, John Wakefield-aye and Troy Olson-aye and carried.

Chairman Troy Olson opened the floor for discussion on State's Attorney proposed 2014 Budget changes. Motion by Shawn Steffen to table the proposed 2014 State's Attorney Budget changes, second by Dale Pedersen and called three times with all ayes, no nays and carried. Chairman Troy Olson opened the floor on discussion for vacation/sick leave payout for former secretary. There was discussion on the sheets presented and if it follows policy. Motion by Ron Dahl to pay the amount below to former secretary for payout of vacation/sick leave, second by Shawn Steffen and called three times with roll call: Shawn Steffen-aye, Ron Dahl-aye, Dale Pedersen-aye, John Wakefield-aye, Troy Olson-aye and carried.

6050

Payroll

2,195.81

Chairman Troy Olson opened the floor on discussion on payroll policy. There was discussion on payroll policy and to check on how other counties do it and make sure that it follows what is allowed by state law. Motion by Ron Dahl to table payroll policy, second by Shawn Steffen and called three times with all ayes, no nays and carried.

Chairman Troy Olson opened the floor on two proposals on doing the county audit. There was discussion on the proposals from Eide Bailly and Brady Martz, larger firms are more expensive, they have more resources, two federal aid projects that require a further look with more expense, if go on a three year plan would cost less, around \$4,000.00 in budget for audit, what would the gain be if spend more than budgeted on audit, would be nice to switch auditors every two or three years, maybe other auditors out there at a lower cost, a pre audit could be covered under original audit from Harold Rotunda, money spent on new courthouse that was above what was budgeted, everything was done to county principals, there was a motion in 2013 to hire Harold Rontunda for the 2013 audit, the Commission will leave Harold Rotunda to do the 2013 audit for Griggs County and let the other two know that their proposals were not accepted.

Chairman Troy Olson opened the floor for discussion on existing courthouse. There was discussion on Michael Burns having done a good job on his architect report, no report on roof, sheet metal or sandblasting on brick, can get a free estimate on sealant on brick of old courthouse and masonry replacement and Tuckpointing, the mold in existing courthouse to review with Badlands and get a proposal from them, questions on zoning on existing courthouse with architect from the new courthouse and the two additions that need to be removed with no funding for this removal and can you get insurance for new courthouse if additions are not removed, does

County Agent

YEAR ENDING DECEMBER 31, 2014

GRIGGS COUNTY

ITEM	BUDGETED 2012	ACTUALS 2012	BUDGETED 2013	ACTUAL ESTIMATED 2013	AMOUNT REQUESTED 2014	AMOUNT ALLOWED 2014
SALARIES						
FULL TIME POSITIONS						
Official\Department Head	19798.00	11490.72	20000.00	20000.00	23800.00	23800.00
Secretary	25371.84	25371.84	35200.00	35200.00	36400.00	36400.00
Benefits		156.25				200.00
Total	45169.84	37018.81	55200.00	55200.00	60200.00	60400.00
PART TIME						
Part Time Secretary	500.00	574.89	500.00		2500.00	2500.00
Home Economist						
Total Part Time	500.00	574.89	500.00	0.00	2500.00	2500.00
TOTAL SALARIES	45669.84	37593.7	55700.00	55200.00	62700.00	62900.00
MATERIAL, SUPPLIES ETC.						
Office Supplies	1000.00	789.67	1500.00	1000.00	1800.00	1800.00
Telephone	1500.00	1162.20	1500.00	1500.00	1500.00	1500.00
Travel	3600.00	2,386.29	3600.00	3400.00	4000.00	4000.00
Repairs & Maintenance	250.00	180.00	250.00	250.00	200.00	200.00
Copier/Printer/Computer	800.00	349.99	800.00		1000.00	1000.00
County Agent Special Fund		2,007.37				
Miscellaneous		100.65				
Total Materials	7150.00	6976.17	7650.00	6150.00	8500.00	8500.00
CAPITOL OUTLAY						
Equipment						
Total Capitol Outlay	0	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	52819.84	44569.87	63350.00	61350.00	71200.00	71400.00

Date: 9/30/13

Date approved: 10-4-13

Department Head: [Signature]

Chairman: [Signature]

ITEM	BUDGETED 2012	ACTUALS 2012	BUDGETED 2013	ACTUAL ESTIMATED 2013	AMOUNT REQUESTED 2014	AMOUNT ALLOWED 2014
Commissioners Salary	42,000.00	43,480.00	50,000.00	51,000.00	55,000.00	50,000.00
Commissioners Mileage	6,000.00	6,412.02	6,000.00	7,500.00	7,500.00	7,500.00
Total	48,000.00	49,892.02	56,000.00	58,500.00	62,500.00	57,500.00
Copier Supplies	12,000.00	11,784.77	12,000.00	12,000.00	12,000.00	14,000.00
Courthouse & Grounds	30,000.00	50,745.71	30,000.00	218,000.00	25,000.00	25,000.00
Coal	14,000.00	6,015.24	12,000.00	8,000.00	8,000.00	8,000.00
Electricity	14,000.00	9,193.64	13,000.00	12,000.00	12,000.00	12,000.00
Publishing & Printing	3,500.00	4,209.59	5,000.00	6,800.00	7,000.00	7,000.00
Supplies & Materials (CB)	1,200.00	599.64	1,200.00	600.00	600.00	600.00
Telephone	15,000.00	15,806.84	17,000.00	16,100.00	16,100.00	16,100.00
Water & Garbage	1,500.00	1,362.84	1,500.00	1,400.00	1,400.00	1,400.00
Audit	7,500.00	165.00	7,500.00	4,500.00	4,000.00	4,000.00
Dues	11,000.00	10,388.00	13,000.00	11,000.00	12,000.00	12,000.00
Assessors & Assmt	1,000.00	887.80				
Postage Expense	10,000.00	8,617.37	11,000.00	10,500.00	10,500.00	10,500.00
Vital Statistics	15.00					
4-H Council	300.00	300.00	300.00	300.00	300.00	300.00
Workmen's Compensation						
Job Service	2,000.00		2,000.00	600.00	1,000.00	1,000.00
Miscellaneous In & Out			15,000.00	279,000.00	15,000.00	15,000.00
Misc. Payroll & Misc. Expens			8,000.00	15,000.00	15,000.00	15,000.00
Election	23,000.00	24,612.48	6,000.00	6,000.00	28,000.00	28,000.00
X-mas		9,860.00	11,000.00	8,580.00	8,500.00	8,500.00
Delegate Expense	800.00	410.93	600.00	600.00	700.00	700.00
Retirement						
COPS Grant	6,000.00	6,000.00				
Building repairs					5,000.00	5,000.00
GRAND TOTAL	200,815.00	210,851.87	222,100.00	669,480.00	244,600.00	241,600.00

Date: 10-2-13

Date approved: 10-4-13

Department Head: Cynthia M. O'Neil

Chairman: Ben Holsinger

COUNTY GENERAL

YEAR ENDING DECEMBER 31, 2014

GRIGGS COUNTY

ITEM	BUDGETED 2012	ACTUALS 2012	BUDGETED 2013	ACTUAL ESTIMATED 2013	AMOUNT REQUESTED 2014	AMOUNT ALLOWED 2014
Commissioners Salary	42,000.00	43,480.00	50,000.00	51,000.00	55,000.00	
Commissioners Mileage	6,000.00	6,412.02	6,000.00	7,500.00	7,500.00	7,500.00
Total	48,000.00	49,892.02	56,000.00	58,500.00	62,500.00	7,500.00
Copier Supplies	12,000.00	11,784.77	12,000.00	12,000.00	12,000.00	14,000.00
Courthouse & Grounds	30,000.00	50,745.71	30,000.00	218,000.00	25,000.00	188,451.44
Coal	14,000.00	6,015.24	12,000.00	8,000.00	8,000.00	8,000.00
Electricity	14,000.00	9,193.64	13,000.00	12,000.00	12,000.00	12,000.00
Publishing & Printing	3,500.00	4,209.59	5,000.00	6,800.00	7,000.00	7,000.00
Supplies & Materials (CB)	1,200.00	599.64	1,200.00	600.00	600.00	600.00
Telephone	15,000.00	15,806.84	17,000.00	16,100.00	16,100.00	16,100.00
Water & Garbage	1,500.00	1,362.84	1,500.00	1,400.00	1,400.00	1,400.00
Audit	7,500.00	165.00	7,500.00	4,500.00	4,000.00	4,000.00
Dues	11,000.00	10,388.00	13,000.00	11,000.00	12,000.00	12,000.00
Assessors & Assmt	1,000.00	887.80				
Postage Expense	10,000.00	8,617.37	11,000.00	10,500.00	10,500.00	10,500.00
Vital Statistics	15.00					
4-H Council	300.00	300.00	300.00	300.00	300.00	300.00
Workmen's Compensation						
Job Service	2,000.00		2,000.00	600.00	1,000.00	1,000.00
Miscellaneous In & Out			15,000.00	279,000.00	15,000.00	15,000.00
Misc. Payroll & Misc. Expens			8,000.00	15,000.00	15,000.00	15,000.00
Election	23,000.00	24,612.48	6,000.00	6,000.00	28,000.00	28,000.00
X-mas		9,860.00	11,000.00	8,580.00	8,500.00	8,500.00
Delegate Expense	800.00	410.93	600.00	600.00	700.00	700.00
Retirement						
COPS Grant	6,000.00	6,000.00				
Building repairs					5,000.00	5,000.00
GRAND TOTAL	200,815.00	210,851.87	222,100.00	669,480.00	244,600.00	355,051.44

Date: _____

Date approved: _____

Department Head: _____

Chairman: _____

COUNTY AUDITOR

YEAR ENDING DECEMBER 31, 2014

GRIGGS COUNTY

ITEM	BUDGETED		ACTUALS		BUDGETED		ACTUAL		AMOUNT	
	2012	2013	2012	2013	2013	2014	2013	2014	REQUESTED	ALLOWED
SALARIES										
FULL TIME POSITIONS										
Official\Department Head	34916.46	36116.46	34916.40	36116.46	36116.46	39000.00	36116.46	39000.00	37316.46	37316.46
Deputy	29211.00	30411.00	29210.88	30411.00	30411.00	33000.00	30411.00	33000.00	31611.00	31611.00
Deputy					7200.00	30000.00		30000.00	28000.00	
Total	64127.46	66527.46	64127.28	66527.46	73727.46	102000.00	73727.46	102000.00	96927.46	96927.46
PART TIME										
Office Help	1400.00	5000.00	1418.40	5000.00	5000.00	600.00	5000.00	600.00	-600.00	-600.00
Total Part Time	1400.00	5000.00	1418.40	5000.00	5000.00	600.00	5000.00	600.00	600.00	600.00
TOTAL SALARIES	65527.46	71527.46	65545.68	71527.46	78727.46	102600.00	78727.46	102600.00	97527.46	97527.46
MATERIAL, SUPPLIES ETC.										
Office Supplies	800.00	800.00	612.06	800.00	800.00	800.00	800.00	800.00	800.00	800.00
Travel	1400.00	1400.00	1414.67	1400.00	1400.00	1400.00	1400.00	1400.00	1400.00	1400.00
Repairs & Maintenance	125.00	125.00		125.00	125.00	125.00	125.00	125.00	125.00	125.00
Miscellaneous	100.00	100.00		100.00	100.00	100.00	100.00	100.00	100.00	100.00
Dues	75.00	75.00	75.00	75.00	75.00	150.00	75.00	150.00	200.00	200.00
Total Materials	2500.00	2500.00	2101.73	2500.00	2500.00	2575.00	2500.00	2575.00	2625.00	2625.00
CAPITOL OUTLAY										
Equipment	300.00	300.00	633.00	300.00						
Total Capitol Outlay	300.00	300.00	633.00	300.00	300.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	68327.46	74327.46	68280.41	74327.46	81227.46	105175.00	81227.46	105175.00	100152.46	100152.46

7155245

Date approved: 10-4-13

Chairman: *[Signature]*

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Date: 9-30-13

Department Head: *[Signature]*

COUNTY AUDITOR

YEAR ENDING DECEMBER 31, 2014

GRIGGS COUNTY

ITEM	BUDGETED 2012	ACTUALS 2012	BUDGETED 2013	ACTUAL ESTIMATED 2013	AMOUNT REQUESTED 2014	AMOUNT ALLOWED 2014
SALARIES						
FULL TIME POSITIONS						
Official\Department Head	34916.46	34916.40	36116.46	36116.46	39000.00	37316.46
Deputy	29211.00	29210.88	30411.00	30411.00	33000.00	31611.00
Deputy				7200.00	30000.00	
Total	64127.46	64127.28	66527.46	73727.46	102000.00	68927.46
PART TIME						
Office Help	1400.00	1418.40	5000.00	5000.00	600.00	
Total Part Time	1400.00	1418.40	5000.00	5000.00	600.00	0.00
TOTAL SALARIES	65527.46	65545.68	71527.46	78727.46	102600.00	68927.46
MATERIAL, SUPPLIES ETC.						
Office Supplies	800.00	612.06	800.00	800.00	800.00	800.00
Travel	1400.00	1414.67	1400.00	1400.00	1400.00	1400.00
Repairs & Maintenance	125.00		125.00	125.00	125.00	125.00
Miscellaneous	100.00		100.00	100.00	100.00	100.00
Dues	75.00	75.00	75.00	75.00	150.00	200.00
Total Materials	2500.00	2101.73	2500.00	2500.00	2575.00	2625.00
CAPITOL OUTLAY						
Equipment	300.00	633.00	300.00			
Total Capitol Outlay	300.00	633.00	300.00	0.00	0.00	0.00
GRAND TOTAL	68327.46	68280.41	74327.46	81227.46	105175.00	71552.46

Date: _____ Date approved: _____

Department Head: _____ Chairman: _____

ZONING

YEAR ENDING DECEMBER 31, 2014

GRIGGS COUNTY

ITEM	BUDGETED 2012	ACTUALS 2012	BUDGETED 2013	ACTUAL ESTIMATED 2013	AMOUNT REQUESTED 2014	AMOUNT ALLOWED 2014
<u>SALARIES</u>						
<u>FULL TIME POSITIONS</u>						
Administrator	3600.00	3600.00	3600.00	3600.00	10000.00	4000.00
Total	3600.00	3600.00	3600.00	3600.00	10000.00	4000.00
<u>PART TIME</u>						
Planning Commission	4860.00	1350.00	4860.00	3375.00	4860.00	4860.00
Planning Comm Mtgs	540.00	225.00	540.00	450.00	540.00	540.00
Miscellaneous Hours						
Total Part Time	5400.00	1575.00	5400.00	3825.00	5400.00	5400.00
<u>TOTAL SALARIES</u>	9000.00	5175.00	9000.00	7425.00	15400.00	9400.00
<u>MATERIAL, SUPPLIES ETC.</u>						
Office Supplies	200.00	87.15	200.00	200.00	300.00	300.00
Travel	500.00		500.00	100.00	500.00	500.00
Contract Work *	500.00		500.00	100.00	500.00	500.00
Publishing *	1000.00	419.24	1000.00	1000.00	1000.00	1000.00
Total Materials	2200.00	506.39	2200.00	1400.00	2300.00	2300.00
<u>CAPITOL OUTLAY</u>						
Equipment **	300.00		300.00			
Total Capitol Outlay	300.00	0.00	300.00	0.00	0.00	0.00
<u>GRAND TOTAL</u>	11500.00	5681.39	11500.00	8825.00	17700.00	11700.00

** Color printer.

*In/Out Reimbursement from Petitioners.

Date: 10/1/13

Date approved: 10-4-13

Department Head: Louise M. Mactoy
Louise M. Mactoy

Chairman: Tom Johnson
Tom Johnson

ZONING

YEAR ENDING DECEMBER 31, 2014

GRIGGS COUNTY

ITEM	BUDGETED 2012	ACTUALS 2012	BUDGETED 2013	ACTUAL ESTIMATED 2013	AMOUNT REQUESTED 2014	AMOUNT ALLOWED 2014
SALARIES						
FULL TIME POSITIONS						
Administrator	3600.00	3600.00	3600.00	3600.00	10000.00	549.05
Total	3600.00	3600.00	3600.00	3600.00	10000.00	549.05
PART TIME						
Planning Commission	4860.00	1350.00	4860.00	3375.00	4860.00	
Planning Comm Mtgs	540.00	225.00	540.00	450.00	540.00	
Miscellaneous Hours						
Total Part Time	5400.00	1575.00	5400.00	3825.00	5400.00	0.00
TOTAL SALARIES	9000.00	5175.00	9000.00	7425.00	15400.00	549.05
MATERIAL, SUPPLIES ETC.						
Office Supplies	200.00	87.15	200.00	200.00	300.00	
Travel	500.00		500.00	100.00	500.00	
Contract Work *	500.00		500.00	100.00	500.00	325.00
Publishing *	1000.00	419.24	1000.00	1000.00	1000.00	
Miscellaneous						1610.07
Total Materials	2200.00	506.39	2200.00	1400.00	2300.00	1935.07
CAPITOL OUTLAY						
Equipment **	300.00		300.00			
Total Capitol Outlay	300.00	0.00	300.00	0.00	0.00	0.00
GRAND TOTAL	11500.00	5681.39	11500.00	8825.00	17700.00	2484.12

*In/Out Reimbursement from Petitioners.

** Color printer.

Date: _____

Date approved: _____

Department Head: _____

Chairman: _____

TAX DIRECTOR

YEAR ENDING DECEMBER 31, 2014

GRIGGS COUNTY

ITEM	BUDGETED 2012	ACTUALS 2012	BUDGETED 2013	ACTUAL ESTIMATED 2013	AMOUNT REQUESTED 2014	AMOUNT ALLOWED 2014
SALARIES						
FULL TIME POSITIONS						
Official\Department Head	35670.00	36368.93	36500.00	36500.00	38000.00	38000.00
Deputy						
Deputy						
Total	35670.00	36368.93	36500.00	36500.00	38000.00	38000.00
PART TIME						
Deputy	2350.00	2349.84	2350.00	2350.00	2500.00	2650.00
Total Part Time	2350.00	2349.84	2350.00	2350.00	2500.00	2650.00
TOTAL SALARIES	38020.00	38718.77	38850.00	38850.00	40500.00	40650.00
MATERIAL, SUPPLIES ETC.						
Office Supplies	200.00		500.00	200.00	300.00	300.00
Travel & Schooling	2500.00	3391.63	3000.00	2500.00	2500.00	2500.00
Supplies & Materials	150.00				200.00	200.00
Repairs & Maintenance	100.00					
Dues	30.00	30.00	30.00	30.00	40.00	40.00
Soil Committee	1000.00	591.76	400.00	200.00	400.00	400.00
Software Service Renewel						
Assessprs & Assmts			1000.00	860.00	1000.00	1000.00
Total Materials	3980.00	4013.39	4930.00	3790.00	4440.00	4440.00
CAPITOL OUTLAY						
Equipment			500.00	500.00	500.00	500.00
Software	500.00	613.00	2825.00	2825.00	2825.00	2825.00
Appraisal Fees	10000.00	2218.50	5000.00	1500.00	5000.00	5000.00
Total Capitol Outlay	10500.00	3441.49	8325.00	4325.00	8325.00	8325.00
GRAND TOTAL	52500.00	46173.65	52105.00	46965.00	53265.00	53415.00

Date: 9/30/13

Date approved: 10-4-13

Department Head: *Subby Anala*

Chairman: *A. R. Johnson*

TAX DIRECTOR

Year ending December 31, 2013

ITEM	ACTUALS 2011	ACTUAL 2012	AMOUNT Budgeted 2013	ACTUAL Through November 2013	AMOUNT ALLOWED 2014	Possible Revision 2014	Savings
SALARIES							
FULLTIME POSITIONS							
Official/Department Head	34059.34	36368.93	36500.00	33359.12	38000.00	23000.00	15000.00
Deputy							
Deputy	34059.34	36368.93	36500.00	33359.12	38000.00	23000.00	
Total							
PART TIME							
Deputy	2349.93	2349.84	2350.00	2154.02	2650.00	2650.00	0.00
Total Part Time	2349.93	2349.84	2350.00	2154.02	2650.00	2650.00	
TOTAL SALARIES	36409.27	38718.77	38850.00	35513.14	40650.00	25650.00	15000
MATERIAL SUPPLIES ETC.							
Office Supplies	120.47	0.00	500.00	101.64	300.00	100.00	200.00
Travel & Schooling	3342.87	3391.63	3000.00	1613.78	2500.00	1500.00	1000.00
Supplies & Materials-Assessing	0.00	0.00	0.00	0.00	200.00	0.00	200.00
Repairs & Maintenance		0.00	0.00	0.00	0.00	0.00	0.00
Dues	30.00	30.00	30.00	30.00	40.00	40.00	0.00
Soil Committee	3092.61	591.76	400.00	0.00	400.00	400.00	0.00
Software Service Renewal		275.00	2825.00	2825.00	2825.00	2825.00	0.00
Assessors & Assessments	751.75	900.00	1000.00	859.81	1000.00	860.00	140.00
Total Materials	7337.70	5188.39	7755.00	5430.23	7265.00	5725.00	1540.00
CAPITAL OUTLAY							
Equipment		610.00	500.00	0.00	500.00	0.00	500.00
Software	11850.00	2663.00	0.00	0.00	0.00	0.00	0.00
Appraisal Fees	5487.00	1060.00	5000.00	56.50	5000.00	0.00	5000.00
Total Capital Outlay	17337.00	4333.00	5500.00	56.50	5500.00	0.00	5500.00
GRAND TOTAL	61083.97	48240.16	52105.00	40999.87	53415.00	31375.00	22040.00

15000.00
~~20000.00~~

Date: _____ Date approved: _____

Department Head: _____ Chairman: _____

TAX DIRECTOR

YEAR ENDING DECEMBER 31, 2014

GRIGGS COUNTY

ACTUAL ESTIMATED 2013
AMOUNT REQUESTED 2014
AMOUNT ALLOWED 2014

ITEM	BUDGETED 2012	ACTUALS 2012	BUDGETED 2013	ACTUAL ESTIMATED 2013	AMOUNT REQUESTED 2014	AMOUNT ALLOWED 2014
SALARIES						
FULL TIME POSITIONS						
Official\Department Head	35670.00	36368.93	36500.00	36500.00	38000.00	23000.00
Deputy						
Deputy						
Total	35670.00	36368.93	36500.00	36500.00	38000.00	23000.00
PART TIME						
Deputy	2350.00	2349.84	2350.00	2350.00	2500.00	2650.00
Total Part Time	2350.00	2349.84	2350.00	2350.00	2500.00	2650.00
TOTAL SALARIES	38020.00	38718.77	38850.00	38850.00	40500.00	25650.00
MATERIAL, SUPPLIES ETC.						
Office Supplies	200.00		500.00	200.00	300.00	100.00
Travel & Schooling	2500.00	3391.63	3000.00	2500.00	2500.00	1500.00
Supplies & Materials	150.00				200.00	
Repairs & Maintenance	100.00					
Dues	30.00	30.00	30.00	30.00	40.00	40.00
Soil Committee	1000.00	591.76	400.00	200.00	400.00	400.00
Software Service Renewel						2825.00
Assessprs & Assmts			1000.00	860.00	1000.00	860.00
Total Materials	3980.00	4013.39	4930.00	3790.00	4440.00	5725.00
CAPITOL OUTLAY						
Equipment			500.00	500.00	500.00	
Software	500.00	613.00	2825.00	2825.00	2825.00	
Appraisal Fees	10000.00	2218.50	5000.00	1500.00	5000.00	
Total Capitol Outlay	10500.00	3441.49	8325.00	4325.00	8325.00	0.00
GRAND TOTAL	52500.00	46173.65	52105.00	46965.00	53265.00	31375.00

Date: _____

Date approved: _____

Department Head: _____

Chairman: _____

ROAD

YEAR ENDING DECEMBER 31, 2014

GRIGGS COUNTY

ITEM	BUDGETED 2012	ACTUALS 2012	BUDGETED 2013	ACTUAL ESTIMATED 2013	AMOUNT REQUESTED 2014	AMOUNT ALLOWED 2014
Salaries						
Job Service & Workmens Comp	11,000.00		1,000.00	1,000.00	1,000.00	1,000.00
Fuel	139,000.00	123,250.33	139,000.00	139,000.00	139,000.00	139,000.00
Repairs	25,000.00	2,290.89	25,000.00	25,000.00	25,000.00	25,000.00
Engineering						
Shop Expense-Utilities	18,000.00	11,911.09	18,000.00	18,000.00	18,000.00	18,000.00
Shop Expense-Miscellaneous	6,000.00	8,550.28	6,000.00	6,000.00	6,000.00	6,000.00
Gravel	50,000.00	19,052.00	50,000.00	50,000.00	50,000.00	50,000.00
Culverts	10,000.00	259.20	10,000.00	9,960.00	15,000.00	15,000.00
Signs	5,000.00	112.38	5,000.00	3,200.00	5,000.00	5,000.00
Contract Work	6,000.00		6,000.00	3,500.00	6,000.00	6,000.00
Miscellaneous	2,500.00	1,570.19	2,500.00	2,500.00	2,500.00	2,500.00
Equipment-Payments	127,597.00	124,175.12	127,597.00	127,597.00	96,738.00	96,738.00
Equipment-Minor Purchases	10,000.00		10,823.00	10,823.00	10,823.00	10,823.00
Supplies	20,000.00	6,148.41	20,000.00	20,000.00	20,000.00	20,000.00
Radio	1,500.00	1,878.00	1,500.00	1,225.00	1,500.00	1,500.00
Shop Expense		80.66				
Computer	1,000.00	123.98			1,000.00	1,000.00
Miscellaneous In & Out						
Equipment Miscellaneous	1,000.00		1,000.00	1,000.00	1,000.00	1,000.00
GRAND TOTAL	433,597.00	299,402.53	423,420.00	418,805.00	398,561.00	398,561.00

Date: 9/30/13Date approved: 10-4-13Department Head: Wayne OienChairman: Tom Heber

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DISTRICT COURT

YEAR ENDING DECEMBER 31, 2014

GRIGGS COUNTY

ITEM	BUDGETED 2012		ACTUALS 2012		BUDGETED 2013		ACTUAL ESTIMATED 2013		AMOUNT REQUESTED 2014		AMOUNT ALLOWED 2014	
SALARIES												
FULL TIME POSITIONS												
Official\Department Head	18496.15	18502.32	19096.15	17855.44	18017.00	17793.75						
Deputy	14254.50	14254.08	14854.50	13051.50	9422.40							
Benefits**	2237.28	2237.28	2237.28		12285.00	11934.00						
Total	34987.93	34993.68	36187.93	30906.94	39724.40	29727.75						
PART TIME												
Deputy 4/5												
Deputy 3/5	6727.50	8083.21	9060.00	10588.10		9453.60						
Public Administrator	525.00	399.96	525.00	525.00		1700.00						
Steno												
Magistrate												
Indigent Defense												
Jury Expense **	3000.00	502.25	3000.00	542.70	2000.00	2000.00						
Witnesses and Mileage **	100.00		100.00									
Total Part Time	10352.50	8985.42	12685.00	11655.80	100.00	100.00						
TOTAL SALARIES	45340.43	43979.10	48872.93	42562.74	43524.40	42981.35						
MATERIAL SUPPLIES ETC.												
Office Supplies	500.00	515.82	500.00	450.00	500.00	500.00						
Travel	700.00	114.90	700.00		300.00	300.00						
Repairs & Maintenance	100.00		100.00		100.00	100.00						
Dues	100.00	60.00	100.00		100.00	100.00						
Dockets												
Small Claims Packets**												
Marriage License Support **	30.00		30.00		30.00	30.00						
Blood Tests**												
Total Materials	1430.00	690.72	1430.00	450.00	1030.00	1030.00						
CAPITOL OUTLAY												
Equipment	600.00	249.99	600.00	250.00	400.00	400.00						
Total Capitol Outlay	600.00	249.99	600.00	250.00	400.00	400.00						
GRAND TOTAL	47370.43	44919.81	50902.93	43262.74	44954.40	44411.35						

** Reimbursed

Date: Oct 4, 2013

Date approved: 10-4-13

Department Head: *Steph S. Stewart*

Chairman: *Pat Mahan*

ITEM	BUDGETED 2012	ACTUALS 2012	BUDGETED 2013	ACTUAL ESTIMATED 2013	AMOUNT REQUESTED 2014	AMOUNT ALLOWED 2014
SALARIES						
FULL TIME POSITIONS						
Official\Department Head	18496.15	18502.32	19096.15	17855.44	18017.00	17793.75
Deputy	14254.50	14254.08	14854.50	13051.50	9422.40	
Benefits**	2237.28	2237.28	2237.28			
Total	34987.93	34993.68	36187.93	30906.94	39724.40	27837.75
PART TIME						
Deputy 4/5						9453.60
Deputy 3/5	6727.50	8083.21	9060.00	10588.10		
Public Administrator	525.00	399.96	525.00	525.00	1700.00	1700.00
Steno						
Magistrate						
Indigent Defense	3000.00	502.25	3000.00	542.70	2000.00	2000.00
Jury Expense **						
Witnesses and Mileage **	100.00		100.00		100.00	100.00
Total Part Time	10352.50	8985.42	12685.00	11655.80	3800.00	13253.60
TOTAL SALARIES	45340.43	43979.10	48872.93	42562.74	43524.40	41091.35
MATERIAL, SUPPLIES ETC.						
Office Supplies	500.00	515.82	500.00	450.00	500.00	500.00
Travel	700.00	114.90	700.00		300.00	300.00
Repairs & Maintenance	100.00		100.00		100.00	100.00
Dues	100.00	60.00	100.00		100.00	100.00
Dockets						
Small Claims Packets**						
Marriage License Support **	30.00		30.00		30.00	30.00
Blood Tests**						
Total Materials	1430.00	690.72	1430.00	450.00	1030.00	1030.00
CAPITOL OUTLAY						
Equipment	600.00	249.99	600.00	250.00	400.00	400.00
Total Capitol Outlay	600.00	249.99	600.00	250.00	400.00	400.00
GRAND TOTAL	47370.43	44919.81	50902.93	43262.74	44954.40	42521.35

** Reimbursed

Date: 3/17/14 Date approved: _____

Department Head: *Steph J. Monte* Chairman: _____

RECORDER

YEAR ENDING DECEMBER 31, 2014

GRIGGS COUNTY

ITEM	BUDGETED 2012	ACTUALS 2012	BUDGETED 2013	ACTUAL ESTIMATED 2013	AMOUNT REQUESTED 2014	AMOUNT ALLOWED 2014
SALARIES						
FULL TIME POSITIONS						
Official\Department Head	18496.45	18502.32	19096.45	17855.44	18017.00	17793.75
Deputy	14254.50	14254.08	14854.50	13051.50	9422.40	
Deputy						
Total	32750.95	32756.40	33950.95	30906.94	12285.00	11934.00
PART TIME						
Deputy 3/5	6727.50	8083.20	9060.00	10588.10		
Deputy 4/5						
Total Part Time	6727.50	8083.20	9060.00	10588.10		9453.60
TOTAL SALARIES	39478.45	40839.60	43010.95	41495.04	39724.40	9453.60
MATERIAL, SUPPLIES ETC.						
Office Supplies	510.00	528.65	510.00	250.00	500.00	500.00
Microfilming	200.00	150.00	200.00	200.00	200.00	200.00
Travel	700.00	187.59	700.00	500.00	700.00	700.00
Repairs & Maintenance	300.00		300.00		300.00	300.00
Books						
Continuing Education	100.00		100.00		100.00	100.00
UCC						
Dues	200.00	75.00	200.00		200.00	200.00
Total Materials	2010.00	941.24	2010.00	950.00	2000.00	2000.00
CAPITOL OUTLAY						
Equipment						
Total Capitol Outlay	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	41488.45	41780.84	45020.95	42445.04	41724.40	41181.35

Date: Oct 4, 2013

Date approved: 10-4-13

Department Head: [Signature]

Chairman: [Signature]

RECORDER

YEAR ENDING DECEMBER 31, 2014

GRIGGS COUNTY

ITEM	BUDGETED 2012	ACTUALS 2012	BUDGETED 2013	ACTUAL ESTIMATED 2013	AMOUNT REQUESTED 2014	AMOUNT ALLOWED 2014
SALARIES						
FULL TIME POSITIONS						
Official\Department Head	18496.45	18502.32	19096.45	17855.44	18017.00	17793.75
Deputy	14254.50	14254.08	14854.50	13051.50	9422.40	
Deputy						
Total	32750.95	32756.40	33950.95	30906.94	12285.00	10044.00
					39724.40	27837.75
PART TIME						
Deputy 3/5	6727.50	8083.20	9060.00	10588.10		
Deputy 4/5						
Total Part Time	6727.50	8083.20	9060.00	10588.10	0.00	9453.60
TOTAL SALARIES	39478.45	40839.60	43010.95	41495.04	39724.40	37291.35
MATERIAL, SUPPLIES ETC.						
Office Supplies	510.00	528.65	510.00	250.00	500.00	500.00
Microfilming	200.00	150.00	200.00	200.00	200.00	200.00
Travel	700.00	187.59	700.00	500.00	700.00	700.00
Repairs & Maintenance	300.00		300.00		300.00	300.00
Books						
Continuing Education	100.00		100.00		100.00	100.00
UCC						
Dues	200.00	75.00	200.00		200.00	200.00
Total Materials	2010.00	941.24	2010.00	950.00	2000.00	2000.00
CAPITOL OUTLAY						
Equipment						
Total Capitol Outlay	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	41488.45	41780.84	45020.95	42445.04	41724.40	39291.35

Date: 3/17/14

Date approved: _____

Department Head: *[Signature]*

Chairman: _____

Chairman Troy Olson opened the floor to Sheriff/DES Coordinator Robert Hook on his 2014 Sheriff Budget. Sheriff/DES Coordinator Robert Hook gave the Board a handout on 2014 Sheriff Budget cuts. There was discussion on there being a 9% cut to his sheriff budget, amount of \$17,740.56, cuts can be done from any part of budget, State's Attorney Jayme Tenneson into looking into Regional Corrections fund, no excess in sheriff's current budget, officers work 24/7, unfunded general fund expenses in 2014, has to cover employees vacation and sick leave, Sheriff/DES Coordinator Robert Hook would like more time to work on the cuts, Office Deputy in Regional Correction fund and only cuts would probably be employees. Citizen Diane Cowdrey wanted to know how much money they needed for the new courthouse and they figured more than they can get by cuts being made on budgets. City of Cooperstown Councilman Paul Paintner wanted to remind everyone that Cities of Hannaford and Binford do not contribute money to the Sheriff's Budget but City of Cooperstown does and the sheriff's office does not cover City of Hannaford or City of Binford for regular patrolling and police services. Motion by John Wakefield to cut the Sheriff's Budget by \$17,740.56 and move that to the Courthouse and grounds general fund, second by Ron Dahl and called three times with roll call vote: John Wakefield-aye, Dale Pedersen-nay, Ron Dahl-aye, Troy Olson-aye and carried.

1-10-14

Sheriff

YEAR ENDING DECEMBER 31, 2014

GRIGGS COUNTY

ITEM	BUDGETED 2012	ACTUALS 2012	BUDGETED 2013	ACTUAL ESTIMATED 2013	AMOUNT REQUESTED 2014	AMOUNT ALLOWED 2014
SALARIES						
FULL TIME POSITIONS						
Official/Department Head	23,554.00	23,553.84	24,154.00	24,154.00	28,960.00	24,754.00
Deputy, Chief	18,640.00	18,639.84	19,240.00	19,240.00	19,780.00	19,839.84
Deputy-Patrol	17,340.00	18,062.50	17,940.00	17,940.00	18,540.00	18,540.00
Deputy-Patrol-COPS	33,680.00	33,681.12	34,280.00	34,280.00	18,120.00	17,740.56
Total	93,214.00	93,937.30	95,614.00	95,614.00	85,400.00	80,874.40
PART TIME						
Over-Time	9,000.00	26,571.64	9,000.00	9,000.00	9,000.00	9,000.00
Total Part Time	9,000.00	26,571.64	9,000.00	9,000.00	9,000.00	9,000.00
TOTAL SALARIES	102,214.00	120,508.94	104,614.00	104,614.00	94,400.00	89,874.40
MATERIAL, SUPPLIES ETC.						
Office Supplies	2,000.00	1,914.98	2,000.00	2,000.00	2,000.00	2,000.00
Uniforms	2,000.00	2,000.00	2,500.00	2,500.00	3,000.00	3,000.00
Travel	2,500.00	1,167.53	2,800.00	2,800.00	3,000.00	3,000.00
Teletype & Intoxilizer	4,500.00	2,506.84	5,300.00	5,300.00	5,300.00	5,300.00
Fuel	8,500.00	7,669.43	9,000.00	9,000.00	10,000.00	9,000.00
Repairs & Maintenance	6,000.00	5,230.99	6,500.00	6,500.00	8,000.00	6,500.00
Publishing & Printing	600.00	576.35	600.00	700.00	700.00	700.00
Dues	800.00	700.00	800.00	800.00	800.00	800.00
Training Equipment	3,000.00	2,929.47	3,000.00	3,000.00	4,000.00	3,000.00
Total Materials	29,900.00	24,695.59	32,500.00	32,600.00	36,800.00	33,300.00
CAPITOL OUTLAY						
Equipment-Minor						
Equipment-Major						
Total Capitol Outlay	-	-	-	-	-	-
GRAND TOTAL	132,114.00	145,204.53	137,114.00	137,214.00	131,200.00	123,174.40

Date: 10/11/2013

Date approved: 10-4-13

Department Head: Robert S. Hook

Chairman: Paul Johnson

ITEM	BUDGETED 2012	ACTUALS 2012	BUDGETED 2013	ACTUAL ESTIMATED 2013	AMOUNT REQUESTED 2014	AMOUNT ALLOWED 2014
SALARIES						
FULL TIME POSITIONS						
Official\Department Head	23,554.00	23,553.84	24,154.00	24,154.00	28,960.00	24,754.00
Deputy, Chief	18,640.00	18,639.84	19,240.00	19,240.00	19,780.00	19,839.84
Deputy-Patrol	17,340.00	18,062.50	17,940.00	17,940.00	18,540.00	18,540.00
Deputy-Patrol-COPS	33,680.00	33,681.12	34,280.00	34,280.00	18,120.00	17,740.56
Total	93,214.00	93,937.30	95,614.00	95,614.00	85,400.00	(17,740.56)
PART TIME						
Over-Time	9,000.00	26,571.64	9,000.00	9,000.00	9,000.00	9,000.00
Total Part Time	9,000.00	26,571.64	9,000.00	9,000.00	9,000.00	9,000.00
TOTAL SALARIES	102,214.00	120,508.94	104,614.00	104,614.00	94,400.00	72,133.84
MATERIAL, SUPPLIES ETC.						
Office Supplies	2,000.00	1,914.98	2,000.00	2,000.00	2,000.00	2,000.00
Uniforms	2,000.00	2,000.00	2,500.00	2,500.00	3,000.00	3,000.00
Travel	2,500.00	1,167.53	2,800.00	2,800.00	3,000.00	3,000.00
Teletype & Intoxilizer	4,500.00	2,506.84	5,300.00	5,300.00	5,300.00	5,300.00
Fuel	8,500.00	7,669.43	9,000.00	9,000.00	10,000.00	9,000.00
Repairs & Maintenance	6,000.00	5,230.99	6,500.00	6,500.00	8,000.00	6,500.00
Publishing & Printing	600.00	576.35	600.00	700.00	700.00	700.00
Dues	800.00	700.00	800.00	800.00	800.00	800.00
Training Equipment	3,000.00	2,929.47	3,000.00	3,000.00	4,000.00	3,000.00
Total Materials	29,900.00	24,695.59	32,500.00	32,600.00	36,800.00	33,300.00
CAPITOL OUTLAY						
Equipment-Minor						
Equipment-Major						
Total Capitol Outlay	-	-	-	-	-	-
GRAND TOTAL	132,114.00	145,204.53	137,114.00	137,214.00	131,200.00	105,433.84

Date: 3/20/2014

Date approved: _____

Department Head: *Robert J. Frank*

Chairman: _____



North Dakota Department of Transportation

Grant Levi, P.E.
Director

Jack Dalrymple
Governor

March 14, 2014

Cindy Anton
Griggs County Auditor
PO Box 511
Cooperstown, ND 58425

PROJECT SC-2000(014)
MULTIPLE LOCATIONS
CHIP SEAL – 10.455 MI

Enclosed is a Resolution for the above project in the March 14, 2014 bid opening. The apparent low bidder is Morris Sealcoat & Trucking Inc. in the amount of \$299,699.13. If the county board concurs in awarding, please execute the Resolution, and return to our office.

A handwritten signature in black ink that reads "Paul M. Benning".

PAUL M. BENNING, P.E., LOCAL GOVERNMENT ENGINEER

38/sp
Enclosure

RESOLUTION

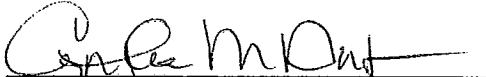
WHEREAS, the bid in the amount of \$299,699.13 from Morris Sealcoat & Trucking Inc. received in the bid opening of March 14, 2014 for Project SC-2000(014) was the low bid received.


WHEREAS, this bid is considered reasonable.

NOW THEREFORE, be it resolved by the Board of County Commissioners of GRIGGS County will award to Morris Sealcoat & Trucking Inc. the contract for Project SC-2000(014) and hereby authorizes the Chairman of the Board to sign said contract.

It is further understood that the County shall reimburse the North Dakota Department of Transportation for any payments made under this contract, which are not collectible from the Federal Highway Administration.

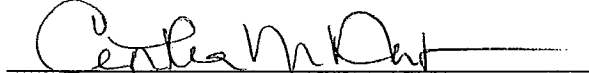
ATTEST:


County Auditor


Chairman, Board of County
Commissioners

County: GRIGGS _____

This is to certify that the above resolution was adopted and passed at a meeting of the Board of County Commissioners at Griggs County on 3-21-2014.


County Auditor



North Dakota Department of Transportation

Grant Levi, P.E.
Director

Jack Dalrymple
Governor

MEMO TO: Chairperson, Board of County Commissioners

FROM: Paul M. Benning, Local Government Engineer

Handwritten signature of Paul M. Benning in black ink.

DATE: January 16, 2014

SUBJECT: Maintenance Certification

Enclosed is an annual Maintenance Certification for county federal aid projects for you to sign and return to my office by **February 14, 2014**. This certification states that your county is properly maintaining the projects that had federal aid for construction.

Also enclosed is a sample "Construction and Maintenance Agreement" similar to one you have signed for each federal aid construction project. (See page 3)

If you have any questions, please call me at 701-328-2217.

38/blf/sp

c: Road Foreman (letter only)

Enclosures

MAINTENANCE CERTIFICATION
COUNTY FEDERAL AID PROJECT
North Dakota Department of Transportation, Local Government
SFN 51026 (Rev. 06-2007)

All federal aid highway projects have been inspected and are being maintained in a good and safe condition for general public use. Maintenance is in accordance with the North Dakota Department of Transportation "Construction and Maintenance Agreements."

Approved as to form:

States Attorney (Type or print)
Signature

County of Greggs
Date 3-21-14

County Auditor (Type or print) Cynthia M. Eaton
Signature

Chairman, Board of County Commissioners (Type or print) Troy Olson
Signature Troy Olson

Recommended for approval:

County Engineer/Highway Supervisor (Type or print) Wayne Oren
Signature Wayne Oren



ND Department of Emergency Services

PO Box 5511

Tel: (701) 328-8100

Email: nddes@nd.gov

Bismarck, ND 58506-5511

Fax: (701) 328-8181

Website: www.nd.gov/des

Ensuring a safe and secure homeland for all North Dakotans

February 25, 2014

A handwritten signature in black ink, appearing to be "C. Oien", written over a horizontal line.

Griggs County
Wayne Oien, Road Supt/911 Coordinator
PO Box 427
Cooperstown, ND 58425

SUBJECT: FEMA-DR-1829-ND-039-99039-00

Dear Mr. Oien:

With the completion of the small project monitoring, a de-obligation has been made to your PW's in the amount of \$12,532.05 (\$11,998.77 Federal share and \$533.28 State share).

Through funding made available by North Dakota Senate Bill # 2012, which was passed during the 2009 Legislative Session, the total 3% reimbursement is \$16,496.35. As a result of these adjustments the state will reimburse Griggs County \$3,964.30.

Sincerely,

A handwritten signature in black ink that reads "Lonnie G. Hoffer".

Lonnie G. Hoffer
Disaster Recovery Chief,
Division of Homeland Security

Enclosures
LGH/nj

Jack Dalrymple
Governor

Major General David Sprynczynatyk
Director - Department of Emergency Services

Greg M. Wilz
Director - Division of Homeland Security

Mike Lynk
Director - Division of State Radio

Griggs County 3% Reimbursement Sheet for DR 1829

July 22, 2013

Project Worksheet (#)	PW Actual Cost	Donated Resources (Ineligible for 3% Reimbursement)	PWs w/FEMA De-obligation	PW Cost (Eligible for 3% Reimbursement)	Total 3% Reimbursement
836(1)	\$ 6,286.47	\$ -	\$ -	\$ 6,286.47	\$ 188.59
843(1)	\$ 4,386.85	\$ -	\$ -	\$ 4,386.85	\$ 131.61
981(1)	\$ 3,180.10	\$ -	\$ -	\$ 3,180.10	\$ 95.40
1204(1)	\$ 23,787.07	\$ -	\$ -	\$ 23,787.07	\$ 713.61
1257(1)	\$ 13,349.72	\$ -	\$ -	\$ 13,349.72	\$ 400.49
1378(2)	\$ 15,374.02	\$ -	\$ -	\$ 15,374.02	\$ 461.22
2962	\$ 24,208.52	\$ -	\$ -	\$ 24,208.52	\$ 726.26
3012(1)	\$ 5,011.25	\$ -	\$ -	\$ 5,011.25	\$ 150.34
3223(1)	\$ 6,891.00	\$ -	\$ -	\$ 6,891.00	\$ 206.73
3246(1)	\$ 2,381.15	\$ -	\$ -	\$ 2,381.15	\$ 71.43
3273	\$ 7,774.20	\$ -	\$ -	\$ 7,774.20	\$ 233.23
3340	\$ 9,376.50	\$ -	\$ -	\$ 9,376.50	\$ 281.30
3519	\$ 7,871.40	\$ -	\$ -	\$ 7,871.40	\$ 236.14
3543	\$ 13,196.35	\$ -	\$ -	\$ 13,196.35	\$ 395.89
3547	\$ 9,515.25	\$ -	\$ -	\$ 9,515.25	\$ 285.46
3615	\$ 16,294.10	\$ -	\$ -	\$ 16,294.10	\$ 488.82
3692	\$ 3,214.35	\$ -	\$ -	\$ 3,214.35	\$ 96.43
3694	\$ 8,632.65	\$ -	\$ -	\$ 8,632.65	\$ 258.98
3742	\$ 11,914.47	\$ -	\$ 11,914.47	\$ -	\$ -
3800	\$ 10,154.40	\$ -	\$ -	\$ 10,154.40	\$ 304.63
3844	\$ 9,076.40	\$ -	\$ -	\$ 9,076.40	\$ 272.29
3881	\$ 1,210.39	\$ -	\$ -	\$ 1,210.39	\$ 36.31
4015	\$ 1,190.00	\$ -	\$ -	\$ 1,190.00	\$ 35.70
4019	\$ 9,588.70	\$ -	\$ -	\$ 9,588.70	\$ 287.66
4021	\$ 12,993.65	\$ -	\$ -	\$ 12,993.65	\$ 389.81
4134	\$ 4,583.10	\$ -	\$ -	\$ 4,583.10	\$ 137.49
4137	\$ 16,815.75	\$ -	\$ -	\$ 16,815.75	\$ 504.47
4145	\$ 4,781.75	\$ -	\$ -	\$ 4,781.75	\$ 143.45
4146	\$ 16,780.65	\$ -	\$ -	\$ 16,780.65	\$ 503.42
4223	\$ 10,013.87	\$ -	\$ -	\$ 10,013.87	\$ 300.42
4272	\$ 17,756.00	\$ -	\$ -	\$ 17,756.00	\$ 532.68
4282	\$ 10,218.85	\$ -	\$ -	\$ 10,218.85	\$ 306.57
4284	\$ 3,314.50	\$ -	\$ -	\$ 3,314.50	\$ 99.44
4286	\$ 8,000.60	\$ -	\$ -	\$ 8,000.60	\$ 240.02
4346	\$ 7,182.90	\$ -	\$ -	\$ 7,182.90	\$ 215.49
4396	\$ 9,104.00	\$ -	\$ -	\$ 9,104.00	\$ 273.12
4399(1)	\$ 23,180.65	\$ -	\$ 1,417.50	\$ 21,763.15	\$ 652.89
4543	\$ 4,016.25	\$ -	\$ -	\$ 4,016.25	\$ 120.49
4544	\$ 10,122.15	\$ -	\$ -	\$ 10,122.15	\$ 303.66
4570	\$ 8,058.05	\$ -	\$ -	\$ 8,058.05	\$ 241.74
4626	\$ 21,038.65	\$ -	\$ -	\$ 21,038.65	\$ 631.16
4801	\$ 8,125.00	\$ -	\$ -	\$ 8,125.00	\$ 243.75
4921	\$ 30,928.65	\$ -	\$ -	\$ 30,928.65	\$ 927.86
4938	\$ 4,517.75	\$ -	\$ -	\$ 4,517.75	\$ 135.53
5126	\$ 11,051.75	\$ -	\$ -	\$ 11,051.75	\$ 331.55
5541	\$ 55,556.80	\$ -	\$ -	\$ 55,556.80	\$ 1,666.70
5550(1)	\$ 41,203.60	\$ -	\$ -	\$ 41,203.60	\$ 1,236.11
Totals	\$ 563,210.23	\$ -	\$ 13,331.97	\$ 549,878.26	\$ 16,496.35

Enclosure 2

Tjs Electronics

405 Main Ave W
 Unit 4G
 West Fargo, ND 58078

Phone: 701.212.4585
 Email:
 Sales@tjselectronics.com

Estimate

Date	Estimate #
12/26/2013	1634

Name / Address
Griggs County Attn: Cindy Anton Po Box 511 Cooperstown, ND 58425

Project

Description	Qty	Rate	Total
Sharp LC-80LE650 80-inch Aquos 1080p 120Hz Smart LED HDTV	1	3,498.00	3,498.00
Binary™ HDMI 8x8 Matrix Switch with HDMI and HDBaseT Outputs	1	6,200.00	6,200.00
Binary™ HDBaseT Receiver with Bi-directional IR for B-500 HDBaseT Matrix Switchers	1	190.00	190.00
Binary™ Single CAT5e/6 HDBaseT Extender (330 ft.), Bi-directional IR, RS 232, Ethernet and POC	7	600.00	4,200.00
Binary™ VGA and Analog Audio to HDMI Converter and Scaler	3	180.00	540.00
Strong™ Extender and Accessory Rack Shelf 3U	1	70.00	70.00
FSR™ Round Table Box Interface with VGA, HDMI, Power, Data (Black)	2	385.00	770.00
Strong™ Contractor Series Universal Articulating Mount With Dual Arms for Large 47-90 in. Displays	1	400.00	400.00
CAT6 550mhz STP Shielded	800	0.32	256.00
Strong™ 32U Floor Standing Rack with Fine Floor Casters (24 in. Deep)	1	490.00	490.00
WattBox™ Vertical Rack Mount Power Strip - 12 Outlet - 15 AMP - 36 in. - Aluminum Housing (Black)	1	110.00	110.00
Wire management arms tie downs etc	1	100.00	100.00
Interconnect cables laptop to HDMI adapters (3)	1	200.00	200.00
HDMI cables for equipment	1	200.00	200.00
Install system configure and test	48	60.00	2,880.00
Please note that the Audio installers will also utilize the rack. Spoke with Rod from the state he stated we would be able to share space.			
Will utilize existing courtroom equipment as much as possible. Interfacing with audio equipment from state, will not need to install separate amp and speakers.			
Subtotal			\$19,904.00
Material must be paid in full prior to Tjs Electronics ordering equipment. Labor must be paid by end of each work week (amount to date) and upon completion of job.			Sales Tax (6.5%) \$0.00
Down Payment Amount \$ _____			Total \$19,904.00

Estimates for Furniture/Equipment for new Griggs County Courtroom/Clerk of Court's Office

Name of item	Cost per item	Number of items	Total cost of item
Judge's desk (chambers)	\$ 900.00	1	\$ 900.00
Recorder's desk (chambers)	\$ 900.00	1	\$ 900.00
Attorney tables	\$ 800.00	2	\$ 1,600.00
Desks (Clerk of Court's Office)	\$ 900.00	3	\$ 2,700.00
Printer Stand (Chambers)	\$ 200.00	1	\$ 200.00
Tables (Conference Room-2), (Clerk/Courtroom- 1)	\$ 400.00	3	\$ 1,200.00
Jury Room Table	\$ 3,000.00	1	\$ 3,000.00
Chairs (breakdown attached)	\$ 200.00	28	\$ 5,600.00
Chairs (breakdown attached)	\$ 150.00	100	\$ 15,000.00
		total =	\$ 31,100.00

Equipment	Cost per item	Number of items	Total cost of item
Laser Printer (Judge's Chambers)	\$ 1,000.00	1	\$ 1,000.00
Hand Held DVD Player (Courtroom for First Rights)	\$ 500.00	1	\$ 500.00
Walk-thru Metal Detector	\$ 5,000.00	1	\$ 5,000.00
		total =	\$ 6,500.00

Grand total \$ 37,600.00

Chairs	Judge, Court Recorder/Reporter, Clerk of Court (2), Witness, Attorney's table (4), 14 Juror chairs, Judge's office, Reporter/Recorder's office and 3 COC'S office	28
Chairs	40 gallery chairs, 15 Conference Room, 14 Jury Room, 2 Chairs for Chambers 2 Reporter/Recorder's Office, 4 COC's Office, 16 chairs for Lobby, 4 Vault/Table, 3 Court's Public Terminal	100

*Furniture estimates were provided by NetCenter Supply (Vendor for Courthouse Project)

Griggs County Courthouse and EOC

Project #120804

To: Construction Engineers, 200 North 69 Street, P.O. Box 13378, Grand Forks, ND 58203

Contract:

AIA Document A133 -2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

Construction Change Directive #1

Date : 3-19-2014

You are hereby directed to make the following changes in the Contract Documents:

Construction Engineers (CE) shall modify their front end documents within the specifications as needed to reflect the required Davis Bacon wage rates for Griggs County. These changes shall be posted and documented as being a part of this project.

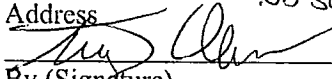

Proposed Adjustments:

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum decrease/ increase of \$ _____
 - Unit Price of \$ _____ per _____
 - As provided in Section 7.3.3. of the AIA A201-2007
 - As follows:

Construction Engineers (CE) has agreed to not charge extra money to provide Davis Bacon wage rates on this project. CE is concerned with the costs the sub-contractors may pass on to them to comply with the Davis Bacon wage rates. This is an unknown cost at this time to be determined between the Owners and the CM.

2. The Contract Time is to remain the same. The proposed adjustment, if any, is 0 days.

When signed by the Owner and Architect and received by the CM/ Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Owner	<u>Griggs County</u> Owner <u>Commission</u>	<u>Kraft Architects Inc.</u> Architect
Address	<u>808 Rollin Ave SW Cooperstown</u> Address <u>ND 58425</u>	<u>Shakopee, MN</u> Address
By (Signature)	 By (Signature)	 By (Signature)
(Printed or typed name)	<u>Troy Olson</u> (Printed or typed name)	<u>Sonya Kraft</u> (Printed or typed name)
Date	<u>3-21-14</u> Date	<u>3-19-14</u> Date

Contractor signature indicates agreement with the proposed adjustment in the Contract Sum and Contract Time set forth in this CCD.

Contractor/ CM	Address	By (Signature)
(Printed or typed name)	Date	

Electro Watchman, Inc

ONE WEST WATER STREET SUITE 110 • (651) 227 8461 • ST. PAUL, MN 55107 2025

Since 1921

Monitoring Agreement

This Agreement is made this day February 17, 2014 by and between Electro Watchman, Inc., hereinafter called "E.W. Inc.," and Griggs County Courthouse hereinafter called "Subscriber," with respect to Subscriber's premise at 805 Odegard Ave SW
Cooperstown, ND 58425 701-797-3911
City, State, Zip Code Phone Street Address

1. **THE SYSTEM.** E.W., Inc. agrees to provide or cause to be provided at the address indicated above (hereinafter called "the Premises") the services and/or connections (sometimes referred to herein as "the System") specified below.

2. **PAYMENT.** Subscriber agrees to pay E.W., Inc., its agents or assigns the connection charge of One Thousand Eight Hundred Thirty Eight and 55/100 Dollars (\$ 1,838.55), as well as the monthly charge of Twenty and 00/100 Dollars (\$ 20.00), plus any taxes including sales taxes, fees or charges that are imposed by any governmental body related to the service provided under this Agreement. The Connection Charge is payable upon completion of the installation. The Monthly Charges are payable Annually in advance for the period of this Agreement.

3. **TERM.** This Agreement shall remain in full force and effect for a period of Three years(s) from the date service is operative hereunder, and shall continue automatically thereafter for additional annual periods until terminated by either party. Should Subscriber vacate the premises this Agreement may also be terminated by either party. In case of such terminations, thirty (30) days' written notice shall be delivered by either party to the others.

4. SCHEDULE OF MAINTENANCE AND/OR MONITORING SERVICE.

Type of Protective Signaling System: Digital Mon EWI ** Signal Transmission Equipment:

- Maintenance Service _____
 Number of signals to be transmitted Panic Alarm, Low Battery, AC Failure and Daily Test
 E.W., Inc. Emergency Service Response _____
 Key Service _____
 * Connection to E.W., Inc's Central Station
 Automatic Dialer Transmitting Unit to be used for notification over Subscriber's telephone lines of Law Enforcement Agency having jurisdiction. (Agency Name: _____)
 Digital Communicator to be used for notification of E.W., Inc.'s Central Station over Subscriber's telephone lines.
 Monitoring Only - No Service Included

* Lines leased from the telephone company will be installed by them in accordance with their standard procedures.

** IMPORTANT: Signal transmission equipment and the associated receiving equipment at the monitoring station, is and shall remain, the sole property of E.W., Inc. Upon termination of this Agreement, for any reason whatsoever, E.W., Inc. shall have the right to enter the Subscriber's premises and remove its equipment therefrom without liability for damage necessarily done to the premises in doing so.

5. **ENTIRE UNDERSTANDING.** Subscriber acknowledges receipt of a copy of this Agreement. This Agreement contains the entire understanding of the parties and supersedes any other oral or written agreements or representations.

6. **E. W., INC. IS NOT AN INSURER-LIMITATION OF LIABILITY.** It is understood and agreed by and between the parties hereto that E.W. Inc. is not an insurer nor is this Agreement intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be obtained by Subscriber. Payments provided for herein are based solely upon the value of the services provided for, and are unrelated to the value of Subscriber's property or the property of others on Subscriber's premises. The amounts payable by Subscriber are not sufficient to warrant E. W., Inc. assuming any risk of consequential or other damages to Subscriber due to E. W., Inc.'s negligence or failure to perform. Subscriber does not desire this Agreement to provide for the liability of E.W., Inc., and Subscriber agrees that E.W., Inc. shall not be liable for loss or damage due directly or indirectly to any occurrence or consequences therefrom which the System is designed to detect or avert. If E. W., Inc. should be found liable for loss or damage due to a failure on the part of E. W., Inc. or the System, in any respect, its liability shall be limited to the refund to Subscriber of an amount equal to six (6) times the total monthly charge shown herein, or to the sum of Two Hundred Fifty (\$250.00) Dollars, whichever sum shall be less, and this liability shall be exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this Agreement, or from negligence, active or otherwise, or E. W., Inc., its agents, or employees.

7. **E. W., INC.'S LIABILITY.** E. W., Inc. does not represent or warrant that the System may not be compromised or circumvented; that the System will prevent any loss by burglary, hold-up, fire or otherwise; or that the System will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that E.W., Inc. is not an insurer, that Subscriber assumes all risk for loss or damage to Subscriber's premises or to its contents, that E. W., Inc. has made no representations or warranties, nor has Subscriber relied on any representations or warranties, express or implied, except as set forth herein, and Subscriber acknowledges that he has read and understands this Agreement, particularly Paragraph 6 above which set forth E. W., Inc.'s obligation and maximum liability in the event of any loss or damage to Subscriber.

E.W., INC. MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE. EXCEPT FOR PERSONAL INJURY, E. W., INC. SHALL NOT BE LIABLE FOR DIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES. YOU, THE SUBSCRIBER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Accepted: by Electro Watchman, Inc.

Date: February 17, 2014

By: _____

Title: Darryl Hersrud, President

Submitted By: Jason Brandt

Griggs County Courthouse

Subscriber

Authorized Representative

THE TERMS AND CONDITIONS CONTAINED ON REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE MADE A PART HEREOF.

8. SUBSCRIBER'S RESPONSIBILITY. Subscriber Agrees:

(a) To furnish to E.W., Inc. in writing and on a continuing basis, a list of the names, titles and residence telephone numbers of all persons authorized to enter the premises of Subscriber during closed periods.

(b) Recognizing that the System is designed to provide coverage based upon the layout of the premises at the time of installation, to notify E.W., Inc. of any alterations, remodeling, or any stock, fixture or structural changes, and to bear the cost of changes in the System required as a result which are authorized by Subscriber.

(c) Not to tamper with, disturb, injure, misuse, abuse, remove or otherwise interfere with the System, nor to permit the same to be done; and to indemnify and pay to E.W., Inc., the cost of repair or replacement of any loss or damage to the System, including but not limited to loss by fire, earthquake, riot, vandalism, flood or other damage or destruction.

(d) To maintain, repair, service and/or to assure the operation of any other property, system or any device of Subscriber or of others to which the System may be attached or connected, and to redecorate any portion of Subscriber's premises affected by the removal of all or part of the System.

(e) To provide uninterrupted 110 Volt A.C. power at location(s) through Subscriber's meter and at Subscriber's expense.

(f) To the extent that the System is under Subscriber's control:

(1) To carefully and properly set the System immediately prior to the closing of the premises and carefully test the System, understanding particularly that the sensitivity and area of coverage of space protection devices may change, that E.W., Inc. is unable to detect such changes, and, accordingly, that "walk tests" in the area or areas of such coverage are necessary to insure that adequate sensitivity is maintained.

(2) To turn off or remove all things which are the source of air turbulence or a movement which may interfere with the effectiveness of the System, and particularly space protection components of the System, during closing periods while the System is on.

(3) To refrain from causing false alarms through the carelessness of Subscriber or the malicious or accidental use of the System and to reimburse E.W., Inc. for payment of any false alarm fine, penalty or fee assessed against E.W., Inc. by any governmental or municipal agency as a result of such false alarms and, in addition, to bear the expense of the cost of any E.W., Inc. response to such false alarms.

(4) Recognizing that E.W., Inc. may have no means of knowing if and when the System is operating, to notify E.W., Inc. upon discovery of a need for service.

9. SUBSCRIBER'S AUTHORIZATIONS. Subscriber hereby authorizes and empowers E.W., Inc., its agents or assigns to:

(a) Install and service the System and in so doing to make any necessary inspections, tests (where feasible), changes and repairs as required.

(b) Detain and/or report to the proper authorities any person or persons, on or about the premises not authorized by Subscriber to enter the premises of Subscriber during the scheduled closed periods, and in such case, Subscriber agrees to indemnify and to hold E.W., Inc. harmless against any liability or expense resulting from such action on the part of E.W., Inc. or its representative carrying out the aforesaid instructions.

(c) If key service is provided, enter the premises of Subscriber in the event of an emergency occurring during periods of Subscriber's apparent or actual absence for the purpose of making emergency repairs to the System and/or acting as Subscriber's agent in taking action which in E.W., Inc.'s best judgment is necessary, and further to provide emergency repairs or to authorize emergency repairs to be made by others at Subscriber's expense.

(d) In the event of any default by Subscriber, or upon any termination of this Agreement, enter the premises where the System is located for the purpose of removing all or part of the System.

10. E.W., INC.'S RESPONSIBILITY. E.W., Inc. agrees to, without warranty, make every reasonable effort to:

(a) Perform all repairs to the System necessitated by ordinary wear and tear.

(b) If the System is designated in Paragraph 4 on the reverse side hereof as being connected to E.W. Inc.'s Central Station, then:

(1) Upon receipt of a signal which in the best judgment of E.W., Inc. is a burglar alarm signal, transmit the alarm to the Public Police Department and notify Subscriber or his designated representative (unless key service is provided) by calling the telephone number supplied to E.W., Inc. in writing by Subscriber.

(2) Upon receipt of a hold-up signal, transmit the alarm to the Public Police Department.

(3) Upon receipt of a signal which in the best judgment of E.W., Inc. is a sprinkler signal, water flow signal, manual or automatic fire alarm signal, transmit the alarm to the Public Fire Department and notify Subscriber or his designated representative by calling the telephone number supplied to E.W., Inc. by Subscriber.

(4) Upon receipt of a signal which in the best judgment of E.W., Inc. is a monitor signal, notify Subscriber or his designated representative by calling the telephone number supplied to E.W., Inc. in writing by Subscriber.

(c) If the System is designated in Paragraph 4 on the reverse side hereof as a "local Alarm" type of System, then, upon receipt of information that the System is sounding on the premises of Subscriber, E.W., Inc. will make reasonable efforts to notify Subscriber, or his designated representative, by calling the telephone number supplied to E.W., Inc. in writing by Subscriber. In the event Subscriber cannot be reached or does not appear to be at the above-described premises within thirty (30) minutes from the time that E.W., Inc. received information that the System was sounding, or in the event E.W., Inc. shall be called to turn off the System at any time, by any public officer or official; Subscriber hereby authorizes and appoints E.W., Inc., as its agent, to turn off the System and further agrees to hold E.W., Inc. harmless and to indemnify E.W., Inc. from any damage, loss or liability which may result from turning off the System by E.W., Inc. Subscriber authorizes and directs E.W., Inc. to detain and/or report to the proper authorities any person or person on the premises of Subscriber during any apparent closed period and to hold such person or persons until released by Subscriber or his known representative, and in such case Subscriber agrees to indemnify E.W., Inc. and to hold E.W., Inc. harmless against any liability or expense resulting from any such action on the part of E.W., Inc., or its representative, in carrying out the aforesaid instructions.

11. INCREASE IN TAXES, UTILITY CHARGES OR MONTHLY SERVICE.

(a) All charges set forth herein are based upon existing federal, state, and local taxes and utility charges, including but not limited to telephone company line charges. E.W., Inc. shall have the right at any time to increase the charges provided herein to reflect any additional taxes, fees or charges which may hereafter be imposed by any utility or governmental agency relating to the installation or service provided under the terms of this Agreement, and Subscriber agrees to pay the same.

(b) Notwithstanding the other terms and conditions set forth herein, after the expiration of one (1) year from the date of completion of installation, E.W., Inc. may, at any time, increase the monthly service charge upon giving Subscriber notice in writing. In the event Subscriber shall be unwilling to pay the increased monthly charge, Subscriber may terminate this Agreement upon giving notice in writing to E.W., Inc. within thirty (30) days from receipt of E.W., Inc.'s notice, provided Subscriber shall not be in default of any of the terms and conditions of this Agreement. Failure to notify E.W., Inc. within thirty (30) days will constitute Subscriber's consent to the increase, and all of the other terms and conditions of this Agreement shall then remain in full force and effect.

12. SUSPENSION OR CANCELLATION OF THIS AGREEMENT.

(a) E.W., Inc. assumes no liability for delay in installation of equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failure, insurrection, interruption of or unavailability of telephone service, acts of God or any other cause beyond the control of E.W., Inc. and will not be required to supply service to Subscriber while interruption of service due to any such cause shall continue.

(b) This Agreement may be suspended or cancelled, without notice and without liability or penalty, at the option of E.W., Inc., in the event E.W., Inc.'s Central Station, connecting wires or other equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event that E.W., Inc. is unable either to secure or retain the connections or privileges necessary for the transmission of signals between Subscriber's premises and E.W., Inc.'s Central Station or between the Central Station and the public police or fire department for any reason whatsoever.

(c) If the System serviced hereunder is to be connected to an outside location other than E.W., Inc.'s Central Station, this Agreement may be suspended or cancelled without notice and without liability or penalty, at the option of E.W., Inc., in the event that E.W., Inc. is unable either to secure or retain the connections or privileges necessary for the transmission of signals between Subscriber's premises and the outside location.

(d) This Agreement may be suspended or cancelled by Subscriber upon written notice at any time in the event that Subscriber's premises are destroyed by fire or other catastrophe or so substantially damaged that it is impractical to continue service. Any advance payments made by Subscriber to E.W., Inc. for services which would have been rendered during such suspension or subsequent to such cancellation shall be refunded to Subscriber.

13. TELEPHONE LINE AUTHORIZATION. If the System furnished hereunder is to be connected to an outside location (except McCulloch Loop System), Subscriber authorizes E.W., Inc. to place the order for the required facilities with the telephone company and to direct the telephone company to bill such charges to Subscriber.

14. DEFAULT OR TERMINATION. In the event Subscriber defaults in the performance of any of the terms or conditions of the Agreement, including the failure to make any payment as agreed herein, the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable at the option of E.W., Inc. In addition, Subscriber agrees to pay to E.W., Inc. all sums to which E.W., Inc. may be entitled under the law by virtue of said default, including reasonable attorneys' fees. Removal of the System by E.W., Inc. as authorized by Subscriber pursuant to Paragraph 9(d) of the Agreement, shall not be considered to constitute a breach by E.W., Inc. of this Agreement or waiver of E.W., Inc.'s rights to such damages to which it may be entitled under the law.

15. SUBROGATION. Subscriber does hereby for himself and any parties claiming under him, release and discharge E.W., Inc. from and against all hazards covered by Subscriber's insurance, and all claims against E.W., Inc. arising out of such hazards, including any right of subrogation by Subscriber's insurance carrier, are hereby waived by Subscriber, and Subscriber shall promptly so notify its insurance carrier.

16. THIRD PARTY INDEMNIFICATION. In the event any person not a party to this Agreement shall file any claim against E.W., Inc. for any reason whatsoever related to the installation, maintenance, operation, mis-operation or non-operation of the System, Subscriber agrees to indemnify, defend and hold E.W., Inc. harmless from any and all claims including the payment of all damages, expenses, costs and attorney's fees.

17. ASSIGNMENT. This Agreement is not assignable by Subscriber except upon prior written consent by E.W., Inc.