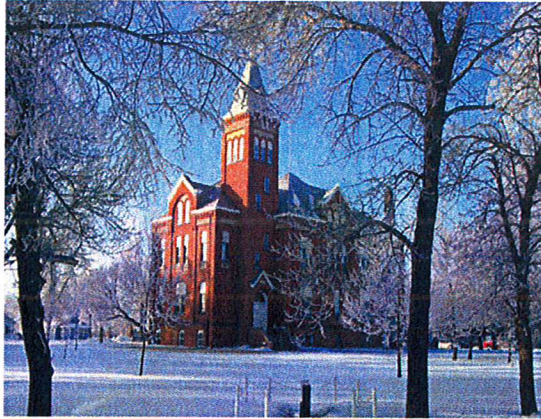


# GRIGGS COUNTY COOPERSTOWN, NORTH DAKOTA

## County Commissioners

John Wakefield 1<sup>st</sup> Dist.  
Binford  
Shawn Steffen 2<sup>nd</sup> Dist.  
Cooperstown  
Ron Dahl 3<sup>rd</sup> Dist.  
Cooperstown  
Troy Olson 4<sup>th</sup> Dist.  
Cooperstown  
Dale Pedersen 5<sup>th</sup> 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

May 2, 2014

1:00 Call to order & Pledge of Allegiance-roll call  
1:05 Approval of Agenda  
1:10 Pages 2-6 Read and approve April 17, 2014 minutes  
1:20 Pages 7-30 Motion to accept Monthly Office Reports  
1:25 Pages 31-33 Bills –approval to pay  
1:35 Emily Wigen-Tax Director  
1:45 Pages 34-37 Weed Board Meeting  
2:00 Pages 38-85 Road Superintendent/911 Coordinator Wayne Oien – bid openings Sutton project with Shawn Mayfield from KLJ – gravel bids-Finley Engineering-

### INFO TO BE ADDRESSED WHEN TIME ALLOWS

Pages 86-88 Elections-1490 applications sent, 486 ballots mailed, County/City Agreement, resolution for combined Auditors/Treasurer Office  
Page 89 Payroll Policy  
Superintendent of Schools position  
Pages 90-92 Letter from Judge regarding courtroom IT & letter to Sally Holewa on courtroom grant  
Pages 93-121 Abatement of Taxes  
Page 122 Wellness Program  
Pages 123-127 New Courthouse  
Existing Courthouse-options study

Meeting adjourned @                      pm and next meeting date May 16, 2014 @ 1pm

The Board of County Commissioners met in regular session on Thursday, April 17, 2014 at 1:00 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, John Wakefield, Dale Pedersen and Troy Olson. Also present were Treasurer Connie Eslinger, Sheriff/DES Coordinator Robert Hook, Deputy Sheriffs Justin Wallerich and Wesley Straight, Clerk of Court/Recorder Kelly Vincent, John Eickhof & Jon Steen from Construction Engineers, Subcontractor Allen Olson, Gabe Maliske from Ultig Engineers, Griggs County Extension Jill Haakenson, NDSU Extension District Director Lynette Flage, ITD Travis Palm, Social Service EWII Tammy Geiger, Social Service EW Janice Johnson, State's Attorney Jayme Tenneson and Citizens Emily Wigen, Todd Edland, Jim and Jan Tenneson, Diane Cowdrey, Scott Tranby, Orville Tranby and LeRoy Eggermont.

Chairman Troy Olson opened discussion on the presented agenda. Treasurer Connie Eslinger requested that State's Attorney Jayme Tenneson's visit to the State Auditor's Office be added to the agenda and it will be addressed under the agenda for State's Attorney. Motion by John Wakefield to approve the agenda as presented, second by Shawn Steffen and called for discussion three times with all ayes, no nays and carried.

Chairman Troy Olson opened the floor for discussion on April 4, 9 and 9, 2014 minutes. Motion by Shawn Steffen to dispense with the reading of the minutes and approve April 4, 9 & 9, 2014 minutes as presented, second by Ron Dahl 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 John Wakefield 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, John Wakefield-aye, Dale Pedersen-aye, Troy Olson-aye and carried.

6225-6260	Payroll	34,443.98
18001	Griggs County	17,093.35
18002	Almklov's Pharmacy	9.13
18003	Ameripride Services	60.43
18004	Bank of The West	100.00
18005	Citizens State Bank	12,097.39
18006	Griggs County-Job Service	701.78
18007	Griggs County Courier	40.00
18008	John Deere Credit	72,522.30
18009	Kadmas, Lee & Jackson, PC	10,703.29
18010	McLean County Recorder	100.00
18011	Millers Fresh Foods	26.59
18012	New Century Press	329.67
18013	Ottetail Power Company	52.47
18014	St Alexius	250.00
18015	US Postal Service	1,000.00

Chairman Troy Olson opened the floor to R/COC Kelly Vincent on the Funding Agreement for Clerk of District Court Services. There was discussion on whether there is a provision to request more money for services presented since Griggs County has a full time employee; have State's Attorney to write a letter to State Court Administrator Sally Holewa; state should cover cost of Clerk of Court services; test that is done does not take into account all services done in Clerk of Court Office; each county is different; is not a perfect system; agreement states it covers all Clerk of Court Services; agreement either needs to be adjusted or at budget time the state is only funding for half time employee; agreement not due until June 1<sup>st</sup>; need more than a half time employee; taxpayers should not have to pay for something that is covered by the state; SA Jayme Tenneson will

talk to someone on the agreement; amount has decreased since last agreement; and time allotment is the same but dollar amount different. Motion by John Wakefield to table Funding Agreement for Clerk of District Court Services until the next meeting, second by Dale Pedersen and called three times for discussion with all ayes, no nays and carried.

Chairman Troy Olson opened the floor for discussion on abatement of taxes for City of Cooperstown. Motion by John Wakefield to approve abating taxes for years 2011, 2012 and 2013 on parcel #21-4001-04882-010 in the amount of \$3,205.18 since property should have been exempt, second by Shawn Steffen and called three times for discussion with roll call vote: Shawn Steffen-aye, Ron Dahl-aye, John Wakefield-aye, Dale Pedersen-aye, Troy Olson-aye and carried.

Chairman Troy Olson opened the floor to John Eickhof & Jon Steen from Construction Engineers. John Eickhof from Construction Engineers talked to the Commission on questions about the quality of concrete slab and did some further investigation and to present that data. It does not seem that the Commission has had problems with it but someone has looked at one particular test report that says that there is a six inch slump and then judged that the slab is defective so that is what he is going to talk about. There are probably five different parameters, maybe ten, to judge strength of concrete and judging of the slump is one of them. (A slide show presentation was started.) It is going to get a little bit technical but not too technical. When you are proposing to pour concrete you develop a mix design and mix design was 3500 psi, three to five inch slump, water/cement ratio .45 (weight of the water divided by the cement) and that is how you judge the mix. They submitted the mix design to the Architects and they reviewed it and they did not request any changes so it was figured as accepted by them for Construction Engineers to continue. Previous questions on bleeding had come up. CE had core drill test sample on cement done; petrographic examination to document the composition of the core to evaluate the quality was done; cement core test with 25-page report by Braun Intertec Corporation; conclusion: concrete represented by the core sample is in good physical condition and is generally consistent with concrete prescribed by the approved mix design. The slab received a hard trowel finish resulting in a generally hard, dense and durable wearing surface, signed by Ronald D Sterum a Senior Petrographer for Braun Intertec Cooperation out of Fargo, ND. There was a picture of a core sample they took presented. It is consistent with a well-hydrated, moderately water/cement ratio concrete mix. Another test stains a cross-section and does not stain the top surface which tells you the sample is ok. CE had told the Commission they would not put flooring down until the concrete slab was acceptable to all. CE wanted to make sure the Commission felt there was a good product out there. Commissioner Ron Dahl wanted to make sure this information gets to the architect and the structural engineer and asked for it to be sent to them. CE said they would send anything requested if it was paid for; this was about a \$3000 test and they want to be compensated if it is sent to others. Commissioner Troy Olson also mentioned the potential issue of shrinking; cracking that he had observed when walking through the building was mentioned. He mentioned the crack in the courtroom being quite wide. CE John Eickhof will give some consideration to sharing the concrete testing information with the architect. The concrete and building has a one year warranty.

John Eickhof of Construction Engineers also brought up what will happen as of Friday, April 18. Because of the contractual obligation and until something is worked out for payment, the job site will shut down. Commissioner John Wakefield went through the timeline of three different votes that were turned down and the previous Commissioners formed a Building Authority and were able to levy \$2.2 million worth of taxes to finance the building of the new Courthouse along with a grant that had been applied for. At that point, the Building Authority signed a lease agreement with the County which stated that the BA would issue revenue bonds to finance the construction and equipping of a courthouse and to pay the cost of issuance in connection with the issuance and sale of the bonds. So the County has a contract with the Building Authority to finance and build this facility. The fact that the County signed a contract with Construction Engineers for the \$2.9 million is at direct odds to the contract with the BA, because of course the County cannot obligate the citizens to money that the citizens have not already agreed to be obligated. So the County has no funding in place to back up the \$2.9 million and the grant is incidental to this and is not tied to the Building Authority. The grant was applied for when this was a public project, but when the project became private, there are all kinds of

problems to get public money into the private project. After the money from the bond has been spent, there are no funds for the project. John Eickhof's response was that CE has been more than willing to help with getting the grant in place, but they have contractors that need to be paid. If the company has to leave and return, that will cost the county more. He doesn't know what the solution is, but wanted to let the Commission know what was going on with CE and he is sorry that it has to work this way. Commissioners stated that it will take a vote of the people to fulfill the obligation to the contract if the grant does not come through.

Chairman Troy Olson opened the floor for discussion on Tax Director Position with Emily Wigen who was Tax Director in Steele County. Emily Wigen is willing to work two to three days a week but she has personal issues and she is running for Auditor in Steele County. Chairman Troy Olson asked Emily Wigen if she thought that the Tax Director position was a part time job and she said it was about three quarters over in Steele County since she assessed some townships as part of her job and that the Tax Director's busy time was from December through June. Commissioner John Wakefield wanted to know what her preference for a schedule would be if she took the job and she said she would like to work Monday through Wednesday and other days if needed but she needed to get to know what the County needs done and figure out the different programs that Griggs has. Emily Wigen knows Ryan from Vanguard and can work with him on that part of the tax program and stated that Barbara Anderson was very good at keeping on top of everything. There was discussion on salary, time needed to get job done, what is budgeted and meet at next Commission meeting. Motion by John Wakefield to allow Emily Wigen a couple weeks to make a salary proposal, second by Ron Dahl and called three times for discussion with roll call vote: Shawn Steffen-aye, Ron Dahl-aye, John Wakefield-aye, Dale Pedersen-aye, Troy Olson-aye and carried. Chairman Troy Olson thanked Emily Wigen for attending the meeting.

Motion by John Wakefield to take a ten minute recess, second by Shawn Steffen and carried with all ayes, no nays.

Chairman Troy Olson reconvened the meeting at 2:15 pm and opened the floor to ITD Travis Palm. ITD Travis Palm explained that a fiber optic link is internet connection between the courthouse and social services and it needs to be registered at North Dakota One Call. ITD Travis Palm let the Commission know of different options on locating the fiber optic cable, hire someone to locate the cable, buy a new or used locating wand with training, Ernst Trenching installed the cable, cost on registration of the cable, wireless link needs to be routed to the Road department with them having an old system that needs to be replaced, VPN not fast enough, county is not computer terminal services, if everyone under one roof could solve some problems, county on the state's system, county not to buy a locator, the county has three servers, and there was more discussion on computer terminal services for the county. Motion by Ron Dahl to have ITD Travis Palm get a map and register that cable at North Dakota One Call and hire someone to locate that cable, second by John Wakefield with discussion called three times and on roll call vote: Shawn Steffen-aye, Ron Dahl-aye, John Wakefield-aye, Dale Pedersen-aye, Troy Olson-aye and carried.

ITD Travis Palm reviewed with the Commission what is needed for the Veterans Service Office with equipment, share with Steele County and it was decided to do at budget time.

ITD Travis Palm reviewed with the Commission about the vulnerability with Microsoft operating system and he needs to change passwords, update encryption keys and his cost on getting this done. Motion by John Wakefield to authorize ITD Travis Palm to change the passwords, update SSL certificates and keep it within four hours, second by Shawn Steffen with discussion called three times and roll call vote: Shawn Steffen-aye, John Wakefield-aye, Ron Dahl-aye, Dale Pedersen-aye, Troy Olson-aye and carried.

ITD Travis Palm let the Commission know that two Computers that are on Windows XP need to be updated with cost on new operating systems and his time of four to six hours with Windows 8 not an option at this time. Motion by Ron Dahl to allow ITD Travis Palm to update the two computers, second by Dale Pedersen with discussion called three times and roll call vote: Shawn Steffen-aye, Ron Dahl-aye, John Wakefield-aye, Dale Pedersen-aye, Troy Olson-aye and carried.

Chairman Troy Olson opened the floor to S/DESC Robert Hook on grant documentation for new radar equipment. There was discussion on alcohol testing, regional correction budget, is there extra costs that are not covered by grant and money has to be spent by June 30. Motion by John Wakefield to authorize Chairman Troy Olson to sign the grant request on radar equipment presented by S/DESC Robert Hook, second by Dale Pedersen with discussion called three times and roll call vote: Shawn Steffen-aye, Ron Dahl-aye, John Wakefield-aye, Dale Pedersen-aye, Troy Olson-aye and carried. There was discussion on DES courthouse grant application and there was nothing at this time.

Chairman Troy Olson opened the floor to Gabe Maliske from Ultig Engineers of Fargo. His company wants to get back to their roots and begin helping counties with any engineering needs for federal work or they have a landscape architect on staff. They would help with 5-year future plans for roads or any other county projects. Chairman Troy Olson mentioned that the Commission leans heavily on the road superintendent and Mr. Maliske might want to talk to Wayne Oien about these issues.

Chairman Troy Olson asked SA Jayme Tenneson to discuss the issues he wanted brought up. The first issue was his retirement. NDPERS had told Auditor Cindy Anton that both counties could not contribute to his retirement plan. The other issue was the letters from the Building Authority. He also mentioned that he has a new secretary who is not a notary. He asked that the County pay for her to become a notary. Commissioner John Wakefield said he was sure there was money in the State's Attorney's budget for this. SA Jayme Tenneson also brought up that he and Ron Dahl had been accused of doing County business secretly and he admitted that he had gone out to the State Auditor's office that morning and visited with State Auditor Bob Peterson and this was not a secret and emails between SA Jayme Tenneson and Ron Dahl had accidentally gone out to the entire County. SA Jayme Tenneson said that he is not satisfied with Harold Rotunda's audit and not satisfied that all of SA Jayme Tenneson's questions about financial matters have been answered fully. Sheriff Robert Hook made an open records request this morning of the State Auditor's office and accused Ron Dahl and SA Jayme Tenneson of doing business outside of the scope of their employment and SA Jayme Tenneson was unaware that conversation with one County Commissioner was doing County business. SA Jayme Tenneson does not have to ask Sheriff Robert Hook to do anything and feels the entire situation is ridiculous. The concern about the audit raises many red flags for SA Jayme Tenneson and he feels a better audit than Harold Rotunda's should be done. Commissioner John Wakefield wanted clarification on whether the Commission was involved in this allegation. He referred to N.D.C.C. 11.16.01 on the duties of the State's Attorney. Commissioner Ron Dahl has every right to consult with the State's Attorney on his duties. Sheriff Robert Hook asked to address the issue and stated that he was asked to look into this situation. He handed out copies of the emails previously mentioned and stated that the investigation had nothing to do with audits, only the Open Record laws. This issue is between the Sheriff and the State's Attorney to deal with.

Chairman Troy Olson opened the floor for discussion on new courthouse about office relocations. Commissioner Ron Dahl had started the discussion with ideas about relocating different offices and he stressed that the suggested changes were only his idea and wanted to get the discussion started. Extension Agent Jill Haakenson asked to speak to the suggested changes and her email regarding the changes. She explained that her office plan is not a grandiose plan, but rather necessary space for her department employees and the activities involved in Extension. Questions were asked of several department heads about the amount of space each office required. Issues about storage space, confidentiality, ingress & egress with office equipment and Extension program tools, and moving the public when they come in to see one of the officials. Treasurer Connie Eslinger asked if the department heads could meet with or without Commissioners present and come up with some proposals for the relocation. They agreed that would work.

Chairman Troy Olson opened the floor for discussion on existing courthouse. There was a response from Debbie LaCombe of DES to Commissioner Ron Dahl and she made it clear that demolishing the existing courthouse would require the County to repay every penny of the EOC Grant. The process to follow to demolish the old courthouse would be to ask the ND Historical Society to rescind their previous letter requiring maintenance of the existing courthouse and requiring that it not be demolished and send that letter to NDDDES,

who would forward a request to FEMA to reevaluate the environmental and historic preservation requirements. Commissioner Troy Olson read aloud the emails presented. Commissioner Ron Dahl also brought up the previous motion regarding mold testing and they have not been done yet.

Chairman Troy Olson opened the floor for discussion on the St Alexius Quarterly Report. It is an employee assistance program that is paid for quarterly. The report was reviewed.

Commissioner John Wakefield asked the Social Service employees that were present a question about the confidentiality requirements and the spaces involved in the new courthouse. Tammy Geiger answered that with some walls added, the suggested space would work for them.

Motion by Shawn Steffen to adjourn meeting at 3:43 pm and meet again in regular session on Friday, May 2, 2014 at 1 pm, second by Ron Dahl and called three times for discussion with all ayes, no nays and carried.

ATTEST: Cynthia M. Anton  
Auditor

Troy Olson  
Chairman

# REVENUE VOUCHER

TO THE TREASURER OF GRIGGS COUNTY

COOPERSTOWN, NORTH DAKOTA

DEPARTMENT RECORDER

It is hereby certified that the following is a complete and correct account of all fees and moneys collected for the period herein stated,  
all items of which are supported by documents on file and by entries in the books of account of the undersigned.

Period April 1, 2014

To April 30, 2014

Signed *Lucy Vincent*  
Date May 1st, 2014

SOURCE OF REVENUE RECEIPT	Total Fees Collected	
Misc. Fees	\$ 160	00
UCC (181644-181660) & UCC Searches	412	00
Reception Fees (104137-104202) 66	\$1404	00
DPF = \$3 x 66 = 198		
RTAX = \$2 x 66 = 132		
GEN = \$1074		
<b>TOTAL</b>	<b>\$1976</b>	<b>00</b>

County Officer required by law to file a sworn statement of fees collected should execute the following affidavit:  
 I do solemnly swear that the within and foregoing is a true and correct statement for the period stated of the fees collected by me and for which I am required by law to account.

*Corrie E. Ely*  
 Officer  
*DC Treasurer*  
 Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

My Commission Expires \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

DAILY CASH BALANCE  
4/29-30/2014

COLLECTIONS	BALANCE FORWARD	COLLECTIONS THIS DATE	CORRECTED OR ABATED RECEIPTS	TOTAL MONTHLY COLLECTIONS	TOTALS THIS DATE
BALANCE FORWARD	3,415,136.59				3,415,136.59
2013 NO. 5268 TO 5276	26,598.54	4,631.46		31,230.00	
2012 NO. 5830 TO 5833	1,815.23	1,992.21		3,807.44	
2011 NO. 5399 TO 5400	2,535.99	977.72		3,513.71	
MH 2014 NO.	0.00			0.00	
MH 2013 NO.	0.00			0.00	
12% DISCOUNT PD BY STATE	386,334.15			386,334.15	
MISC. NO. 81490 TO 81498	265,431.14	4,452.36		269,883.50	
					694,768.80
<b>TOTALS</b>	<b>4,097,851.64</b>	<b>12,053.75</b>	<b>0.00</b>	<b>656,217.65</b>	<b>439,334.07</b>
					<b>3,670,571.32</b>
	<b>BALANCE FORWARD</b>	<b>DEPOSITS THIS DATE</b>	<b>CHECKS DRAWN THIS DATE</b>	<b>BALANCE</b>	
CITIZENS STATE BANK	1,164,083.10		#2661 3,690.80	1,133,778.02	
BANK FORWARD	1,181,140.55	5,464.14	D.D. 160.00 #18014 #18013 #2574	1,144,027.20	
FIRST FINANCIAL	971,840.55		A 296.86 #2574	969,883.50	
COUNTY CD (CSB-CD TRUST)	12,000.00		3A 938.00 4A 304.87	960,386.11	
COUNTY CD (F&MSB)	225,000.00			12,000.00	
COUNTY CD (F&MSB)	150,000.00			225,000.00	
CL OF CT BK FWD ACCT	8,496.85			150,000.00	
CHECKS ON HAND				8,496.85	
CURRENCY		* AFLAC	Elec. Pymt.	36,125.00	
DOLLARS		** VALIC	" "	735.00	
DOLLAR COINS		3* NATIONAL	" "	19.00	
QUARTERS		4* STATE TAX	" "		
DIMS		5* FED	" "	3.25	
NICKELS				0.70	
PENNIES				0.15	
AUDITOR'S WARRANTS	377,929.14	61,404.93	TOTAL 439,334.07		0.04
<b>TOTALS</b>					<b>3,670,571.32</b>





GRIGGS COUNTY  
HIGHWAY DEPT

TOWNSHIP/CITY  
ACCOUNTS

SUMMARY FOR  
APRIL 2014

TOWNSHIP/CITY	BALANCE DUE 4/1/2014	JOB WORK DURING MONTH	PAYMENTS DURING MONTH	BALANCE DUE 4/30/2014
ADDIE TOWNSHIP	\$ 225.00	155.00		\$ 380.00
BALL HILL TWP.	\$ (490.00)	240.00		\$ (250.00)
BARTLEY TOWNSHIP	\$ 225.00	225.00	225.00	\$ 225.00
BINFORD CITY				
BROADVIEW TOWNSHIP				
BRYAN TOWNSHIP				
CLEARFIELD TOWNSHIP	\$ 40.00	157.50	40.00	\$ 157.50
COOPERSTOWN CITY				
COOPERSTOWN TOWNSHIP	\$ 495.00	275.00	495.00	\$ 275.00
DOVER TOWNSHIP	\$ 75.00		75.00	
GREENFIELD TOWNSHIP	\$ 157.50	272.50		\$ 430.00
HANNAFORD CITY				
HELENA TOWNSHIP	\$ 75.00	375.00	75.00	\$ 375.00
KINGSLEY TOWNSHIP				
LENORA TOWNSHIP		240.00		\$ 240.00
MABEL TOWNSHIP	\$ 375.00	300.00	375.00	\$ 300.00
PILOT MOUND TOWNSHIP	\$ -	225.00		\$ 225.00
ROMNESS TOWNSHIP	\$ 80.00	262.50	80.00	\$ 262.50
ROSENDAL TOWNSHIP				
SVERDRUP TOWNSHIP	\$ 75.00	525.00		\$ 600.00
TYROL TOWNSHIP	\$ 75.00	375.00		\$ 450.00
WASHBURN TWP	\$ 75.00	487.50	75.00	\$ 487.50
WILLOW TOWNSHIP	\$ 300.00		300.00	
<b>TOTALS FOR MONTH</b>	<b>\$ 1,782.50</b>	<b>\$ 4,115.00</b>	<b>\$ 1,740.00</b>	<b>\$ 4,157.50</b>

SHERIFF'S STATEMENT OF FEES

APRIL

2014

CASE NUMBER	DATE REC'D	DATE RET'D	TITLE OF CASE	KIND OF SERVICE	FEES	PAID
7129	4/3/14	4/3/14	GRIGGS CO SHERIFF'S OFFICE MACKOFF KELLOGG	SHERIFF'S SALE-CANCELLED (RUSS STOKKELAND HOUSE)	\$20.00	\$20.00
7130	4/5/14	4/5/14	GRIGGS CO SHERIFF'S OFFICE NEIL FLIFLET	ROA-24/7 SOBRIETY PROGRAM	\$100.00	\$100.00
7131	4/7/14	4/7/14	GRIGGS CO SHERIFF'S OFFICE LEXISNEXIS	COPY 10-50 REPORT	\$7.00	\$7.00
7132	4/2/14	4/8/14	NICK & KELLY VINCENT JENNIFER JORDAN	SUMMONS & COMPLAINT	\$30.00	
7133	3/28/14	4/11/14	SWS CREDIT SERVICES TRACY EBERHARDT	SUMMONS & COMPLAINT	\$30.00	\$30.00
7134	4/10/14	4/10/14	GRIGGS CO SHERIFF'S OFFICE TAMMY VEE	ROA-24/7 SOBRIETY PROGRAM	\$50.00	\$50.00
7135	4/12/14	4/12/14	GRIGGS CO SHERIFF'S OFFICE ROD SCRABECK	ROA-24/7 SOBRIETY PROGRAM	\$36.00	\$36.00
7136	4/14/14	4/14/14	GRIGGS CO SHERIFF'S OFFICE DEAN ASLAKSON	ROA-24/7 SOBRIETY PROGRAM	\$100.00	\$100.00
7137	4/11/14	4/14/14	STATE OF NORTH DAKOTA KASEY J. SHORT	SUMMONS & COMPLAINT	NC	
7138	4/15/14	4/16/14	ED LUTZ & RICHELLA LUTZ CHRIS BROWN	SUMMONS, COMPLAINT, & EXHIBITS	\$30.00	
7139	4/15/14	4/16/14	ED LUTZ & RICHELLA LUTZ STEPHANIE RICHARDSON	SUMMONS, COMPLAINT, & EXHIBITS	\$30.00	
7140	4/23/14	4/23/14	GRIGGS CO SHERIFF'S OFFICE DEAN ASLAKSON	ROA-24/7 SOBRIETY PROGRAM	\$60.00	\$60.00
7141	4/14/14	4/23/14	HOSPITAL SERVICES LYANA A. DAHL	SUMMONS & COMPLAINT DNF-RET'D	NC	
7142	4/24/14	4/24/14	GRIGGS CO SHERIFF'S OFFICE STEELE COUNTY	FINAL REIMBURSEMENT-1/2 COSTS-FUEL, EQUIP & 2014 SALARY COPS GRANT-STRAIGHT	\$2,638.09	\$2,638.09
7143	4/23/14	4/23/14	GRIGGS CO SHERIFF'S OFFICE MELANIE ROGERS	FINGERPRINT SERVICES	\$5.00	\$5.00
7144	4/23/14	4/25/14	ED LUTZ & RICHELLA LUTZ CHRIS BROWN	NOTICE OF ENTRY OF ORDER... DNF-RET'D	NC	
7145	4/23/14	4/25/14	ED LUTZ & RICHELLA LUTZ STEPHANIE RICHARDSON	NOTICE OF ENTRY OF ORDER... DNF-RET'D	NC	
7146	4/28/14	4/28/14	GRIGGS CO SHERIFF'S OFFICE SHERRY LIND	FINGERPRINT SERVICES	\$5.00	\$5.00
7147	4/23/14	4/25/14	A.R. AUDIT SERVICES BRANDI K. HANSON	SUMMONS & COMPLAINT	\$37.00	
7148						
7149						
7150						
7151						
7152						
7153						
7154						
7155						
7156						
7157						
7158						
7159						

			TOTAL SHERIFF'S FEES FOR	APRIL 2014	\$3,178.09	
			TOTAL PAID AS OF	4/30/2014		\$3,051.09





**WEED REPORT FOR**  
**APRIL 2014**



<u>EXPENSES</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Weed Salaries		2100.00	2250.00	3300.00	1400.00
Workers Comp & Job Ser			13.45	24.92	5.85
Bookkeeping	1871.52	935.76	935.76	857.78	411.92
Travel		206.00	138.60	279.36	
Water					
Radio					
Publishing	40.88	26.06	214.76	196.94	
Dues	200.00	250.00	275.00	275.00	
Fuel		306.01	572.40	668.94	56.05
Vehicle Parts & Repair		677.99		137.93	
Chemicals	4420.00	1974.00	1457.91	575.30	
33% Discount	135.30	301.18	371.42	6127.69	
Equipment		12860.00		10885.00	
Contractors	4657.50	1897.50	2587.50	460.00	
Miscellaneous (Office)	225.65	270.00	200.33	406.23	104.39
<b>TOTALS</b>	<b>11550.85</b>	<b>21804.50</b>	<b>9017.13</b>	<b>24195.09</b>	<b>1978.21</b>

**REVENUE: Outstanding**

Mabel Township	1095.00
Bartley Township	1165.55
<b>TOTALS</b>	<b>2260.55</b>

<u>Outstanding bills:</u>	
ND Weed Assoc.	
Postage	
<b>TOTALS</b>	<b>-</b>

**BALANCE OF WEED FUND AS OF 4-30-14: \$ 98,167.76**

<u>REVENUE</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Taxes	20903.78	23742.55	25344.19	29384.44	15587.92
Spraying-Individuals					
Spraying-Townships-State					
Miscellaneous		4010.00		13017.69	
<b>TOTALS</b>	<b>20903.78</b>	<b>27752.55</b>	<b>25344.19</b>	<b>42402.13</b>	<b>15587.92</b>

BEGIN BALANCE	DEBITS	CREDITS	BALANCE
1000-2901-000 GENERAL FUND 179,723.33-	303,876.79	529,321.07	405,167.61-
FUND TOTALS 179,723.33-	303,876.79	529,321.07	405,167.61-
2000-2901-000 GENERAL FUND			
FUND TOTALS			
2110-2901-000 FAR GENERAL 673,056.99-	86,314.90	377,942.89	964,684.98-
2130-2901-000 ROAD GENERAL FUND 109,091.35-	118,392.25	190,858.86	181,557.96-
2150-2901-000 HWY-GENERAL FUND 564,365.73-	120,351.04	125,554.25	569,568.94-
2153-2901-000 PERMITS FOR VEHICLES ON ROADS 3,061.00-	1,000.00	770.00	2,831.00-
2155-2901-000 FLOOD 2004			
2160-2901-000 LOAN GENERAL FUND 1,415.68-		988.40	2,404.08-
2161-2901-000 NEW COURTHOUSE TAX INCREASE 120,497.86		147,359.95	26,862.09-
2162-2901-000 EOC GRANT			
2163-2901-000 OTHER OFFICE			
2164-2901-000 COURTROOM GRANT			
2170-2901-000 R-TAX FUND 13,411.34-		508.00	13,919.34-
2180-2901-000 911/WIRELESS GENERAL 81,997.97-	17,955.31	17,776.70	81,819.36-
2190-2901-000 FLOOD 2005			
2191-2901-000 FLOOD 2011 39,429.28-			39,429.28-
2195-2901-000 FLOOD 2009 24,054.62-		3,964.30	28,018.92-
FUND TOTALS 1,509,883.96-	464,511.36	865,723.35	1,911,095.95-
2210-2901-000 CWB-GENERAL FUND 22,992.27-	115,641.37	91,694.97	954.13
2215-2901-000 HUMAN SERVICES 39,510.44-	77,298.56	255,470.43	217,682.31-

	BEGIN BALANCE	DEBITS	CREDITS	BALANCE
2220-2901-000	HUMAN SERVICES II 9,915.93-		1,209.87	11,125.80-
FUND TOTALS	72,418.64-	192,939.93	348,375.27	227,853.98-
2905-2901-000	COP GRANT			
2910-2901-000	EMERGENCY GENERAL FUND 63,243.73-	12,314.95	60,259.82	111,188.60-
2915-2901-000	DOCUMENT PRESERVATION 13,942.19-		762.00	14,704.19-
2920-2901-000	VSO GENERAL FUND 2,804.12-	3,120.08	8,753.01	8,437.05-
2925-2901-000	COUNTY VICTIM ADV 12,341.21-		500.00	12,841.21-
2930-2901-000	SS GENERAL FUND 1,542.58-	132,163.98	360,006.86	229,385.46-
2940-2901-000	WIRELESS/911			
2954-2901-000	SP ASSM'T GENERAL FUND 5,995.25-	9,918.59	4,274.05	350.71-
2960-2901-000	CA-GENERAL FUND 42,845.21-	17,290.34	66,278.75	91,833.62-
2961-2901-000	COUNTY AGENT SPECIAL FUND 802.69-	213.59	1,093.25	1,682.35-
2962-2901-000	CHEM HAZARD 3,145.50-			3,145.50-
2970-2901-000	WEED GENERAL FUND 84,558.05-	1,978.21	15,587.92	98,167.76-
2971-2901-000	LEAFY GENERAL FUND 1,415.38-			1,415.38-
2980-2901-000	REG CORR GENERAL FUND 58,888.59-	64,182.57	158,138.70	152,844.72-
2985-2901-000	C.D. TRUST 12,000.00-			12,000.00-
2991-2901-000	INS RESERVE- GENERAL FUND 35,103.70-	17,963.28	21,652.71	38,793.13-
2992-2901-000	TAX 125 53.89-	35,250.66	35,229.88	33.11-
FUND TOTALS	338,682.09-	294,396.25	732,536.95	776,822.79-
8001-2901-000	STATE TAX FUND BALANCE 99.01-	13,751.26	15,197.64	1,545.39-
8002-2901-000	ADVANCE TAX GENERAL FUND 2,064.91-		860.10	2,925.01-

BEGIN BALANCE	DEBITS	CREDITS	BALANCE
8003-2901-000	LAND LEASING GENERAL FUND		
8004-2901-000	PREPAID REAL ESTATE-GENERAL FD 1,293,080.51-	1,293,080.51	
8005-2901-000	TAXES PAID UNDER PROTEST-GENER 2,030.90-	2,030.90	
8007-2901-000	MOBILE HOMES-FUND BALANCE		
8009-2901-000	GAR DIV-FUND BALANCE 107.73-	14,452.07	16,501.95
8010-2901-000	STATE FINES & FORFEITS-FD BALN		2,157.61-
8011-2901-000	TAX CREDIT CERTIFICATES		
8012-2901-000	221 COURT ADMINISTRATION		
8013-2901-000	203 DISPL HOMEMAKERS FUND 105.00	105.00	
8014-2901-000	CMC DISTRICT 538.59-	66,871.92	74,080.67
8015-2901-000	EMERGENCY MEDICAL (AMBULANCE) 107.71-	167.60	80.34
8016-2901-000	FLOOD CONTROL GENERAL 4,733.09-		20.45-
8017-2901-000	STATE GENERAL (COURT)		4,733.09-
8018-2901-000	CMCIR 505.35-	53,563.78	59,228.11
8020-2901-000	FAIR GENERAL FUND 380.50-	3.29	11,403.72
8021-2901-000	SOIL GENERAL FUND 107.73-	14,248.51	16,109.08
8021-2901-010	SOIL INSURANCE RESERVE 5.42-	668.81	740.97
8022-2901-000	HISTORICAL FUND BALANCE 26.91-	3,440.72	3,801.18
8023-2901-000	JDA 430.87-	13,876.62	15,056.67
8024-2901-000	HEALTH FUND BALANCE 280.01-	32,914.15	36,283.23
8025-2901-000	SENIOR CITIZENS FUND BALANCE 4,841.54-	12,874.78	42,788.06
8027-2901-000	UPPER SHEYENNE-FUND BALANCE		34,754.82-



BEGIN BALANCE	DEBITS	CREDITS	BALANCE
8029-2901-000	225 ST IDA		
8039-2901-000	GRIGGS COUNTY LIBRARY GENERAL 300.45-	58,797.42	65,775.39
8040-2901-000	COUNTY VICTIM ADV		7,278.42-
8041-2901-000	COMMUNITY SERVICE SUPERVISOR		
8080-2901-000	CIVIL FILING FEES		
8081-2901-000	221 CRIMININAL ADMINISTRATION		
8081-2901-010	226 DEFENSE FACILITY		
8081-2901-020	224 NSF CHECK FEE/MOTION 206		
8082-2901-000	CLERK OF COURT SP-FUND BALANCE		
8083-2901-000	SUPPLEMENTAL FUND BALANCE		
8084-2901-000	BOND FORFETTURES		
8085-2901-000	GAME & FISH BALANCE 463.00-	5,296.00	5,429.00
8086-2901-000	204 CIVIL LEGAL SERVICES FUND		596.00-
8087-2901-000	C.D. TRUST		
8088-2901-000	DISTRICT COURT COSTS 8,762.29-	44.06	8,806.35-
8089-2901-000	214 INDIGENT DEFENSE RECOUPMEN		
8095-2221-000	PAYROLL DEDUCTION		
FUND TOTALS	1,318,866.52-	1,586,143.34	363,485.17
			96,208.35-
8139-2901-000	CPTN FUND BALANCE 4,321.05-	192,276.54	208,735.75
			20,780.26-
8139-2903-000	CPTN-SHARE OF COUNTY ROAD 55.19-	2,368.87	2,342.56
			28.88-
8139-2904-000	CPTN-EMERGENCY FUND		
8139-2906-000	CPTN-BAND		

BEGIN BALANCE	DEBITS	CREDITS	BALANCE
8139-2907-000	CPTN-LIBRARY		
8139-2912-000	CPTN-INSURANCE RESERVE		
8139-2913-000	CPTN-SPECIAL ASSESSMENTS 346.12-	16,706.96	18,432.09
8139-2916-000	CPTN-CITY HALL		2,071.25-
8139-2919-000	CPTN-AIRPORT		
8139-2923-000	CPTN-SOCIAL SECURITY		
8139-2926-000	CPTN-AMBULANCE		
8139-2927-000	CPTN-SPECIAL ASMT DEFICIENDY L		
8139-2961-000	CPTN-STREET 12-01 1,519.61-	299,786.05	312,584.74
8139-2962-000	CPTN-STREET 12-01 INTEREST 182.35-	747.01	689.70
8139-2963-000	CPTN-CBS WATER SPECIALS 816.64		816.64
8139-2964-000	CPTN-CBS WATER SPECIALS INTERE		
8139-2965-000	CPTN-LIFT & LAGOON 85-1		
8139-2966-000	CPTN-LIFT & LAGOON 85-1 INTER		
8139-2980-000	CPTN-WATER & SEWER 73-2		
8139-2981-000	CPTN-WATER & SEWER 73-2 INT		
8139-2982-000	CPTN-STREET 73-1		
8139-2983-000	CPTN-STREET 73-1 INTEREST		
8139-2984-000	CPTN-STREET 80-3		
8139-2985-000	CPTN-STREET 80-3 INTEREST		
8139-2986-000	CPTN-WATER & SEWER 80-1		
8139-2987-000	CPTN-WATER & SEWER 80-1 INT		

BEGIN BALANCE	DEBITS	CREDITS	BALANCE
8139-2988-000	CPTN AERIAL SPRAYING		
8139-2989-000	CPTN-WATER SPECIAL 97-01		
8139-2990-000	CPTN-STREET 96-01		
8139-2991-000	CPTN-STREET 96-01 INTEREST		
8139-2992-000	CPTN-TAX INCREMENT	6,408.53	6,408.53
8139-2993-000	CPTN-TIFF06		
8139-2994-000	CPTN-TIFF06 INTEREST		
8140-2901-000	HFD-GENERAL FUND 77.82-	11,306.91	12,040.96
8140-2903-000	HFD-SHARE OF COUNTY ROAD 1.97-	248.10	247.93
8140-2953-000	HFD-WEED MOWING		1.80-
8140-2963-000	HFD-HBS WATER SPECIALS		
8140-2964-000	HFD-HBS WATER SPECIALS INTERES		
8140-2990-000	HANNAFORD STREET 2010 62.43-	8,529.02	8,621.78
8140-2991-000	HANNAFORD STREET 2010 INT 7.49-	114.82	111.98
8141-2901-000	BFD-GENERAL FUND 46.74-	9,176.19	10,000.88
8141-2903-000	BFD-SHARE OF COUNTY ROAD 1.27-	203.47	204.31
8141-2916-000	BFD-CITY HALL		871.43-
8141-2923-000	BFD-SOCIAL SECURITY 7.90-	1,415.99	1,556.88
8141-2963-000	BFD-BBS SPECIALS		148.79-
8141-2991-000	BFD-WATER		
8141-2992-000	BFD-WATER INTEREST		
8141-2993-000	BFD-SL 90-1		

	BEGIN BALANCE	DEBITS	CREDITS	BALANCE
8141-2994-000	BFD-SL 90-1 INTEREST			
FUND TOTALS	6,629.94-	550,105.10	582,794.73	39,319.57-
8201-2901-000	CPTN-PARK-GENERAL FUND 588.37-	28,550.78	30,836.88	2,874.47-
8202-2901-000	HFD-PARK-GENERAL 10.85-	1,342.94	1,428.70	96.61-
8203-2901-000	BFD-PARK-GENERAL 5.15-	991.37	1,083.26	97.04-
FUND TOTALS	604.37-	30,885.09	33,348.84	3,068.12-
8301-2901-000	#18 GCC GENERAL FUND 10,692.65-	724,931.45	786,150.21	71,911.41-
8301-2904-000	#18 GCC SPECIAL RESERVE			
8301-2913-000	#18 GCC BUILDING FUND 963.88-	84,490.28	93,064.58	9,538.18-
8301-2940-000	#18 GCC SPECIAL ASSESSMENTS 42.18-	3,777.37	4,151.08	415.89-
8301-2945-000	#18 GCC SPECIAL RESERVE C.D.'S			
8301-2970-000	#18 GCC INTEREST & SINKING			
8301-2971-000	#18 GCC NEW ADDITION 1,732.84-	138,074.52	152,072.46	15,730.78-
8301-2986-000	#18 GCC SPECIAL EDUCATION			
8302-2901-000	#22 GENERAL			
8302-2924-000	#22 HIGH SCHOOL TRANSPORTATION			
8302-2945-000	#22 C.I.'S			
8302-2970-000	#22 INTEREST & SINKING			
8303-2901-000	#23 GENERAL			
8303-2904-000	#23 SPECIAL RESERVE			
8303-2924-000	#23 HIGH SCHOOL TRANSPORTATION			
8303-2940-000	#23 SPECIAL ASSESSMENTS			

BEGIN BALANCE		DEBITS	CREDITS	BALANCE
8303-2980-000	#23 ASBESTOS			
8304-2901-000	#25 GENERAL	26,189.91	29,074.53	2,884.62-
8304-2904-000	#25 SPECIAL RESERVE	1,145.36	1,275.18	129.82-
8304-2913-000	#25 BUILDING	3,819.20	4,252.07	432.87-
8304-2985-000	#25 TECHNOLOGY			
8305-2901-000	#26 GENERAL			
8305-2904-000	#26 SPECIAL RESERVE			
8305-2913-000	#26 BUILDING			
8306-2901-000	#1 GENERAL 80.15-	34,246.00	39,016.84	4,850.99-
8306-2924-000	#1 HIGH SCHOOL TRANSPORTATION			
8306-2980-000	#1 ASBESTOS			
8306-2985-000	#1 TECHNOLOGY 3.68-	14.10	41.79	31.37-
8307-2901-000				
8307-2913-000				
8307-2940-000				
8307-2970-000				
8308-2901-000	#29 GENERAL	12,907.75	14,289.41	1,381.66-
8308-2913-000	#29 BUILDING	1,702.17	1,892.22	190.05-
8308-2970-000	#29 INTEREST & SINKING			
8308-2980-000	#29 ASBESTOS			
8308-2985-000	#29 TECHNOLOGY			
8309-2901-000	#31 GENERAL			

	BEGIN BALANCE	DEBITS	CREDITS	BALANCE
8309-2913-000	#31 BUILDING			
8309-2940-000	#31 SPECIAL ASSESSMENTS			
8309-2980-000	#31 ASBESTOS			
8310-2901-000	#10 GENERAL	15,972.47	17,677.99	1,705.52-
8310-2913-000	#10 BUILDING	2,559.87	2,834.94	275.07-
8310-2940-000	#10 SPECIAL ASSESSMENTS			
8310-2985-000	#10 TECHNOLOGY			
8311-2901-000	#7 GENERAL			
	1,245.48-	323,227.55	356,936.80	34,954.73-
8311-2940-000	#7 SPECIAL ASSESSMENTS			
FUND TOTALS				
	14,760.86-	1,373,058.00	1,502,730.10	144,432.96-
8401-2901-000	BROADVIEW GENERAL FUND			
	23.03-	6,223.40	6,899.71	699.34-
8401-2901-030	BROADVW-GEN-STATE AID			
		678.76	1,281.66	602.90-
8401-2950-000	BROADVIEW REVENUE SHARING			
8401-2952-000	BROADVIEW ROAD			
		751.12	1,350.60	599.48-
8401-2953-000	BROADVIEW MISC			
8402-2901-000	SVERDRUP GENERAL FUND			
		7,316.16	8,326.52	1,010.36-
8402-2901-030	SVERDRUP-GEN-STATE AID			
		1,263.60	2,385.99	1,122.39-
8402-2913-000	SVERDRUP FIRE PROTECTION			
		205.55	233.94	28.39-
8402-2913-020	SVERDRUP FIRE-PENALTY & INTER			
8402-2913-030	SVERDRUP FIRE-STATE AID			
8402-2913-050	SVERDRUP FIRE PRIORS			
8402-2950-000	SVERDRUP REVENUES SHARING			

BEGIN BALANCE	DEBITS	CREDITS	BALANCE
8402-2952-000 SVERDRUP ROAD	1,335.32	2,413.56	1,078.24-
8402-2953-000 SVERDRUP MISC			
8403-2901-000 WASHBURN GENERAL FUND 31.49-	8,800.28	9,961.36	1,192.57-
8403-2901-020 WASHBURN-GEN-PENALTY & INTER			
8403-2901-030 WASHBURN-GEN-STATE AID	1,250.10	2,360.49	1,110.39-
8403-2913-000 WASHBURN FIRE PROTECTION 1.35-	357.61	404.89	48.63-
8403-2913-020 WASHBURN FIRE-PENALTY & INTER			
8403-2913-030 WASHBURN FIRE-STATE AID			
8403-2950-000 WASHBURN REVENUE SHARING			
8403-2952-000 WASHBURN ROAD	1,377.05	2,476.09	1,099.04-
8403-2953-000 WASHBURN MISC			
8404-2901-000 ROMNESS GENERAL FUND	4,936.09	5,526.33	590.24-
8404-2901-030 ROMNESS-GEN-STATE AID	729.71	1,377.87	648.16-
8404-2950-000 ROMNESS REVENUE SHARING			
8404-2952-000 ROMNESS ROAD	1,168.41	2,100.93	932.52-
8404-2953-000 ROMNESS MISC			
8405-2901-000 LENORA GENERAL FUND	6,385.15	7,370.40	985.25-
8405-2901-030 LENORA-GEN-STATE AID	916.96	1,731.44	814.48-
8405-2950-000 LENORA REVENUE SHARING			
8405-2952-000 LENORA ROAD	1,251.87	2,251.00	999.13-
8405-2953-000 LENORA MISC			
8406-2901-000 GREENFIELD GENERAL FUND 98.03-	13,845.36	15,459.64	1,712.31-

BEGIN BALANCE	DEBITS	CREDITS	BALANCE
8406-2901-030 GREENFIELD-GEN-STATE AID	1,272.46	2,402.71	1,130.25-
8406-2950-000 GREENFIELD REVENUE SHARING			
8406-2952-000 GREENFIELD ROAD	1,126.68	2,025.90	899.22-
8406-2953-000 GREENFIELD MISC			
8407-2901-000 BALL HILL GENERAL FUND	59.41- 7,095.48	8,091.09	1,055.02-
8407-2901-020 BALL HILL-GEN-PENALTY & INT			
8407-2901-030 BALL HILL-GEN-STATE AID	1,009.89	1,906.92	897.03-
8407-2913-000 BALL HILL FIRE PROTECTION	3.89- 504.32	575.46	75.03-
8407-2913-020 BALL HILL FIRE PENALTY & INTER			
8407-2913-030 BALL HILL FIRE STATE AID			
8407-2950-000 BALL HILL REVENUE SHARING			
8407-2952-000 BALL HILL ROAD	1,418.78	2,551.13	1,132.35-
8407-2953-000 BALL HILL MISC			
8408-2901-000 COOPERSTOWN GENERAL FUND	186.17- 7,986.20	8,935.86	1,135.83-
8408-2901-030 COOPERSTOWN-GEN-STATE AID	951.01	1,795.74	844.73-
8408-2901-090 COOPERSTOWN WEED MOWING			
8408-2950-000 COOPERSTOWN REVENUE SHARING			
8408-2952-000 COOPERSTOWN ROAD	1,293.60	2,326.04	1,032.44-
8408-2953-000 COOPERSTOWN MISC			
8409-2901-000 TYROL GENERAL FUND	283.52- 9,839.26	11,049.50	1,493.76-
8409-2901-030 TYROL-GEN-STATE AID	998.20	1,884.84	886.64-
8409-2913-000 TYROL FIRE	12.66- 368.35	411.30	55.61-



BEGIN BALANCE	DEBITS	CREDITS	BALANCE
8409-2913-030	TYROL FIRE-STATE AID		
8409-2950-000	TYROL REVENUE SHARING		
8409-2952-000	TYROL ROAD	1,251.87	2,251.00
8409-2953-000	TYROL MISC		999.13-
8410-2901-000	PILOT MOUND GENERAL FUND		
	41.44-	6,128.16	7,011.31
8410-2901-030	PILOT MOUND-GEN-STATE AID		924.59-
		793.09	1,497.55
8410-2950-000	PILOT MOUND REVENUE SHARING		704.46-
8410-2952-000	PILOT MOUND ROAD		
		1,001.49	1,800.79
8410-2953-000	PILOT MOUND MISC		799.30-
8411-2901-000	BARTLEY GENERAL FUND		
	573.44-	9,410.51	9,898.75
8411-2901-030	BARTLEY-GEN-STATE AID		1,061.68-
		1,001.71	1,891.47
8411-2950-000	BARTLEY REVENUE SHARING		889.76-
8411-2952-000	BARTLEY ROAD		
		1,168.41	2,141.12
8411-2953-000	BARTLEY WEED MOWING		972.71-
8411-2953-010	BARTLEY MISC		
8412-2901-000	HELENA GENERAL FUND		
	58.65-	7,937.59	8,859.83
8412-2901-020	HELENA-GEN-PENALTY & INTEREST		980.89-
8412-2901-030	HELENA-GEN-STATE AID		
		787.47	1,486.94
8412-2950-000	HELENA REVENUE SHARING		699.47-
8412-2952-000	HELENA ROAD		
		1,210.14	2,175.97
8412-2953-000	HELENA WEED MOWING TOWNSHIP		965.83-
		250.00	250.00
8412-2953-010	HELENA MISC		

BEGIN BALANCE	DEBITS	CREDITS	BALANCE
8413-2901-000 CLEARFIELD GENERAL FUND 4.00	5,715.77	6,445.96	726.19-
8413-2901-030 CLEARFIELD-GEN-STATE AID	673.26	1,271.27	598.01-
8413-2913-000 CLEARFIELD FIRE .81	365.70	413.10	46.59-
8413-2913-030 CLEARFIELD FIRE-STATE AID			
8413-2950-000 CLEARFIELD REVENUE SHARING			
8413-2952-000 CLEARFIELD ROAD	959.76	1,725.76	766.00-
8413-2953-000 CLEARFIELD WEED MOWING	712.50	712.50	
8413-2953-010 CLEARFIELD MISC			
8414-2901-000 ADDIE GENERAL FUND 175.89-	5,588.21	6,115.04	702.72-
8414-2901-030 ADDIE-GEN-STATE AID	848.93	1,602.98	754.05-
8414-2950-000 ADDIE REVENUE SHARING			
8414-2952-000 ADDIE ROAD	1,084.95	1,950.86	865.91-
8414-2953-000 ADDIE WEED MOWING			
8415-2901-000 WILLOW GENERAL FUND 32.27-	4,977.06	5,639.27	694.48-
8415-2901-030 WILLOW-GEN-STATE AID	597.71	1,128.62	530.91-
8415-2950-000 WILLOW REVENUE SHARING			
8415-2952-000 WILLOW ROAD	792.85	1,583.67	790.82-
8415-2953-000 WILLOW MISC			
8416-2901-000 DOVER GENERAL FUND	8,466.45	9,972.98	1,506.53-
8416-2901-030 DOVER-GEN-STATE AID	920.66	1,738.43	817.77-
8416-2950-000 DOVER REVENUE SHARING			
8416-2952-000 DOVER ROAD	1,084.95	1,950.86	865.91-

BEGIN BALANCE	DEBITS	CREDITS	BALANCE
8416-2953-000 DOVER WEED MOWING			
8416-2953-010 DOVER MISC			
8417-2901-000 MABEL GENERAL FUND 6.22-	20,008.70	22,610.26	2,607.78-
8417-2901-030 MABEL-GEN-STATE AID	1,377.19	2,600.47	1,223.28-
8417-2950-000 MABEL REVENUE SHARING			
8417-2952-000 MABEL ROAD	1,460.52	2,626.18	1,165.66-
8417-2953-000 MABEL WEED MOWING			
8417-2953-010 MABEL MISC			
8418-2901-000 KINGSLEY GENERAL FUND 69.82	3,984.89	4,642.18	587.47-
8418-2901-030 KINGSLEY-GEN-STATE AID	751.62	1,419.24	667.62-
8418-2913-000 KINGSLEY FIRE			
8418-2913-030 KINGSLEY FIRE-STATE AID			
8418-2950-000 KINGSLEY REVENUE SHARING			
8418-2952-000 KINGSLEY ROAD	1,210.14	2,175.97	965.83-
8418-2953-000 KINGSLEY MISC			
8419-2901-000 BRYAN GENERAL FUND	9,793.03	10,991.97	1,198.94-
8419-2901-030 BRYAN-GEN-STATE AID	740.42	1,398.09	657.67-
8419-2950-000 BRYAN REVENUE SHARING			
8419-2952-000 BRYAN ROAD	959.76	1,725.76	766.00-
8419-2953-000 BRYAN WEED MOWING			
8419-2953-010 BRYAN MISC			
8420-2901-000 ROSENDAL GENERAL FUND	4,630.19	5,262.67	632.48-

BEGIN BALANCE	DEBITS	CREDITS	BALANCE
8420-2901-030 ROSENDAL-GEN-STATE AID	805.96	1,521.85	715.89-
8420-2950-000 ROSENDAL REVENUE SHARING			
8420-2952-000 ROSENDAL ROAD	918.04	1,774.87	856.83-
8420-2953-000 ROSENDAL MISC			
FUND TOTALS	1,512.83-	203,026.39	258,134.45
8501-2901-000 ES COOPERSTOWN AMBULANCE	11,065.84	12,351.73	1,285.89-
8502-2901-000 ES ANETA AMBULANCE	724.23	813.33	89.10-
8503-2901-000 ES MCHENRY AMBULANCE	1,416.97	1,570.98	154.01-
FUND TOTALS	13,207.04	14,736.04	1,529.00-
8610-2901-000 WATER MANAGEMENT GENERAL FUND	430.87-	46,174.83	52,209.21
8610-2901-010 WATER MANAGEMENT SPECIALS			
8610-2901-020 KD1A			
8610-2901-030 CT2	2,679.62	2,679.62	
8610-2901-040 WATER MGMT KD1B	6,973.02	6,973.02	
8610-2901-050 WATER MGMT CT2A	5,081.87	5,081.87	
FUND TOTALS	430.87-	60,909.34	66,943.72
8701-2901-000 ANETA FIRE FUND BALANCE	2,798.04	3,278.36	480.32-
8702-2901-000 BINFORD FIRE FUND BALANCE	57.27-	4,685.08	5,407.03
8703-2901-000 GLENFIELD FIRE FUND BALANCE	.84-	143.18	253.87
8704-2901-000 MCVILLE FIRE FUND BALANCE	6.26-	1,320.84	1,557.68
8704-2970-000 MCVILLE FIRE INT & SKG FUND BA			
8705-2901-000 TOLNA FIRE FUND BALANCE	65.99-	238.41	218.46
			46.04-

BEGIN BALANCE	DEBITS	CREDITS	BALANCE
8706-2901-000 WIMBLEDON FIRE FUND BALANCE	1,773.85	2,100.49	326.64-
FUND TOTALS	10,959.40	12,815.89	1,986.85-
	130.36-		

	BEGIN BALANCE	DEBITS	CREDITS	BALANCE
GRAND TOTALS	3,443,643.77-	5,084,018.03	5,310,945.58	3,670,571.32-

COMMISSIONERS PROCEEDINGS

6261-6292	30,305.08 Payroll	Gen-10579.15,CWB-5556.25,FAR-IR-83.71 CA-437.83,VSO-267.03,HWY-8727.62-FAR- RC-4223.00,WD-167.99, 911-262.50, Flood-
	351.98 Aberdeen Finance	DED
	177.26 Avesis	T125-154.22, GEN in & out-23.04
	612.78 Colonial Life Insurance	T125-565.58,DED-47.20
	17,192.27 Griggs County	DED-12306.68,SS-2982.13,T125-1777.93 GEN-125.53
	11,637.64 Griggs County	CWB-2455.02,SS-9182.62
	1,027.00 Healthplan Services, Inc.	T125-951.50,SS-10.00,GEN-in&out-65.50
	100.22 NDPEA	DED
	0.70 Griggs County	DED
Total	61,404.93	


MAY VOUCHERS

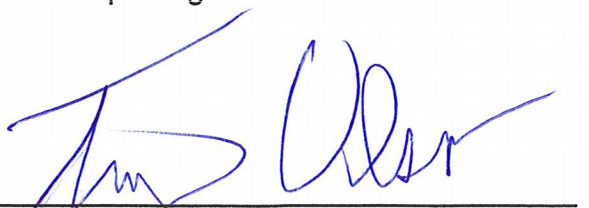
89.10 Aneta Ambulance	EMMED-ambulance
10.57 Cynthia Anton	GEN-election-tape measure
1,605.08 Arrowwood	RC-fuel
325.00 Barnes County Correctional Center	REG Corr - Prisoner Board
447.50 Better Water Systems	RD-inspection, sewer machine large drum & labor
874.95 Cardmember Services	RD-ipad & accessories
353.88 Cardmember Services	RC-292.51,GEN-SH-61.37
253.52 City of Cooperstown	RD-66.36,GEN-108.74,CWB-78.42
394.00 Cole Papers	GEN-Cthse&grds-paper
7,747.34 Community Medical Center Hosp	CMC-taxes
6,169.68 Community Medical Center Hosp	CMCIR-taxes
1,306.34 Cooperstown Ambulance	EMMED-ambulance
266.84 Cooperstown True Value	RD-266.84
390.49 3-D Specialties	FAR-flag material
578.69 HE Everson	RD-supplies & parts
1,328.58 ES&S	GEN-election-ballots
31.00 Farm & Home Publishers	GEN-misc in & out
2,157.61 Garrison Conservancy District	Garrison Diversion
121.41 Great America Financial	GEN-postage
17,880.70 Griggs County	T125-4705.29,HWY-4042.72,CWB-2526.70 SS-5256.24,DED-124.84,GEN-1224.91
387.37 Griggs County Historical Society	Historical Society-taxes
1,610.92 GC Job Development Authority	JDA-taxes
7,278.42 GC Library	Library-taxes-21980.17,state-8069.54
2,045.88 GC Soil Conservation	Soil Conserv-taxes
1,588.98 Griggs County Telephone CO	911-395.95,RD-81.57,CA-117..97, GEN-766.52,VSO-43.45,CWB-183.52
7,498.93 Human Service	Human Service
568.75 ITD	GEN SH-138.35, SS TECH-430.40
3,060.63 Inland Truck Parts & Service	RD-brake drum, brake repair kit
150.00 Inter-Community	911-service bill

MAY VOUCHERS CONTINUED

96.00	Intoximeters	RC-alcohol monitoring
193.86	John Deere Financial	RD-parts & supplies
744.15	Marco Inc	GEN Copier
114.10	Matthew Bender & Company	GEN-codebooks
154.01	McHenry Ambulance	EMMED-ambulance
29.53	Miller Fresh Foods	RD-29.53
106.27	Napa Auto Parts	RD-parts & supplies
450.00	ND Attorney General	RC-alcohol monitoring
961.71	ND Association of Counties	GEN-AUD-150.00,911-811.71
200.00	ND County Auditors Assoc.	GEN-AUD-dues
3,649.09	Nelson-Griggs Health District	Health District-taxes
105.77	NetCenter Supply	GEN-SH-office
165.00	Office of the State Auditor	GEN-audit
1,883.14	Ottertail Power Co	RD-302.72,CWB-433.00,GEN-1147.42
4.18	416-Praxair Distributin	RD-gauge cover lens
445.43	Quill	GEN-SA-244.99,RD-200.44
298.80	Ramkota Hotel	GEN-SH-travel
8079.07	RDO	RD-parts & supplies
139.70	Reiten, Inc.	RD-supplies & parts
19.60	Christy Ronningen	GEN-AUD-travel
144,432.96	Schools	Schools
36.00	Secretary of State	GEN-SA-notary
1,545.39	State Treasurer	StateTax
87.50	Wes Straight	GEN-SH-travel
215.00	Tjs Electronics	GEN-SA-toner for printer
53.71	Taser International	RC-uniforms
68.85	Team Laboratory Chemical Corp	FAR-orange spray paint
6,022.17	Town & Country Coop	RD-fuel
100,949.39	Townships & Cities	Township & cities
99.10	V-W Motors	RD-wheel alignment and 2 seals
106.00	Verizon	GEN-SH-cell phone
45.19	Verizon	CWB-cell phone
536.11	Verizon	GEN-SA-cell phone
162.40	Wallwork Truck Center	RD-parts & supplies
289.10	Justin Wallerich	GEN-SH-travel
6,465.25	Water Management Board	Water Board-taxes
6.00	Christine Watne	GEN-SA-postage
345,481.69	Total	

ATTEST:

  
Auditor/Deputy

  
Chairman



**SCHEDULE OF AUDITED VOUCHERS**  
PRESENTED TO COUNTY AUDITORS FOR PAYMENT

To: Griggs County Auditor Schedule: \_\_\_\_\_  
From: Griggs County Social Services Date Paid: Mar.,Apr.,May, 2014

Payee	Description	Amount	Warrant
<b>SCHEDULE OF BILLS</b>			
City of Cooperstown	Wate,sewer,landfill	\$92.51	PD 4/04/14
Griggs County Telephone Co	Local and long distance telephone	\$173.71	PD 4/04/14
Job Service	Job Service	\$149.93	PD 4/17/14
Ottertail Power Co	Electricity	\$433.00	PD 4/04/14
Tj's Electronics	Computer tech	\$90.00	PD 4/04/14
Almklov's Pharmacy	Office supplies	\$4.58	
AmeriPride Services, Inc	Rugs	\$37.09	
Bank Forward	County van payment	\$480.80	
Barnes County Social Services	CPS mileage	\$114.80	
Cooperstown Medical Center	Homemaker Expense	\$13.78	
Cooperstown True Value	Custodian supplies;repairs	\$34.44	
Tim Erickson	Snow removal	\$285.00	
Miller's Fresh Foods	Office supplies-not reimb.	\$22.98	
NDDHS	EBT \$34.40;TECS \$374.49	\$408.89	
Nelson County Social Services	MOA-4th Quarter	\$1,884.88	
NetCenter Supply	Office supplies	\$51.99	
Radisson Hotel Bismarck	Spring Showcase	\$448.20	
Town & Country Coop	Gas for county van	\$205.79	
VW Motors	Oil change/service for county van	\$62.98	
Rebecca Boggs	Indirect mileage	\$24.00	
Tammy Geiger	EW mileage & per diems	\$77.56	
Cia Gronneberg	LSW mileage;gas reimb	\$88.00	
Sharon Jacob	DCA mileage	\$177.42	
Janice Johnson	EW mileage & per diems	\$253.40	
Dawn Swedberg	DCA mileage	\$7.50	
Irene Hanson	Board member per diems	\$63.00	
JoAnn Hagle	Board meeting	\$45.00	
Irene Hanson	Board meeting;Spring Showcase	\$180.00	
Allan Stokka	Board meeting	\$45.00	
Tammy Geiger	EW taxable per diems	\$10.50	
Janice Johnson	EW taxable per diems	\$10.50	
Dawn Swedberg	Parent Aide taxable per diems	\$21.00	
Mar.31, 2014 Gross Payroll	Salaries	\$8,275.53	PD 3/31/14
Apr.16, 2014 Gross Payroll	Salaries	\$8,281.32	PD 4/16/14
Griggs County	FICA	\$1,105.19	
NDPERS	Life Ins \$1.40;Health Ins \$2525.30	\$2,526.70	PD 4/04/14
NDPERS	Retirement	\$2,455.02	PD 3/31/14
	TOTAL	\$28,641.99	
<b>HUMAN SERVICES</b>			
NDDHS	Medical	\$65.93	
NDDHS	Foster Care	\$1,225.01	
NDDHS	Sub Adopt	\$355.72	
NDDHS	SPED	\$0.00	
	TOTAL	\$1,646.66	

Submitted by: Cia Gronneberg, Director  
GCSSB Chairmah: Irene M. Hanson

Date: 4-30-14  
Date: 4/30/14

COMMISSIONER  
DOUG GOEHRING



ndda@nd.gov  
www.nd.gov/ndda/

**NORTH DAKOTA  
DEPARTMENT OF AGRICULTURE**

STATE CAPITOL  
600 E BOULEVARD AVE DEPT 602  
BISMARCK ND 58505-0020

July 16, 2013

Ronald Halvorson  
Griggs County Commission  
507 Sullivan St  
Binford, ND 58416-4043

Dear Griggs County Commissioners:

The North Dakota Department of Agriculture is pleased to announce that noxious weed cost-share funding is available to the landowners in your jurisdiction through your county or city weed board.

North Dakota's 63<sup>rd</sup> legislative assembly provided the North Dakota Department of Agriculture with over one million dollars in cost-share funding for noxious weed control for the 2013-2015 biennium. The Department has allocated this funding to county and city weed boards through two cost-share programs. One million dollars has been allocated through the Landowner Assistance Program (LAP) and \$279,000 has been allocated through the Targeted Assistance Grant (TAG) Program.

**The two-year long allocations are available immediately for weed boards to utilize. Your local weed board's two-year allocations for the July 1, 2013 - June 30, 2015 time period are:**

**LAP \$19049.28**

**TAG \$5000**

We have created a new form (enclosed) that will help the Department determine weed board eligibility for the LAP and allow weed boards the option to either accept or decline these allocations. The enclosed form must be filled out and returned to our office by August 30th, 2013. If the form is not returned, your weed board will not receive the above listed allocations.

The LAP was created to provide local weed boards with cost-share assistance to landowners for the control of noxious weeds. To be eligible to receive LAP funds, weed boards must levy at least 3 mills for noxious weed control or eradication, or budget an amount equal to the revenue that could be raised by a levy of at least 3 mills.

To participate in the LAP, landowners are required to contribute 20% of costs expended on their behalf. This match may be in the form of cash or in-kind expenditures. Local weed boards can determine if in-kind match will be allowable within their jurisdiction. However, I encourage you to allow landowners to use in-kind match. Examples of acceptable in-kind expenditures include work hours, equipment use and mileage covered.

Weed boards will be reimbursed 100 percent (minus landowner cash contributions) for their LAP expenditures.

The TAG program targets local noxious weed control needs by providing a cost-share opportunity to county and city weed boards. Each county weed board is eligible to receive a \$5,000 TAG allocation and each city weed board is eligible to receive a \$2,000 TAG allocation for the biennium. This allocation may be used for weed control or the purchase of materials, machinery, equipment, computer hardware or software that will assist in weed control or education and outreach efforts.

The percentage for TAG reimbursement for a weed board's actual expenditures is 75 percent. Prior to making expenditures, weed boards must request their TAG allocation by submitting a TAG proposal.

**In an effort to expend all funds, the Department will review spending progress and may revoke a weed board's LAP allocation if they have not provided landowners with an opportunity to cost-share by December 31, 2014. Any funds revoked will be re-allocated at that time.**

The initial deadline for submitting reimbursement vouchers for the first fiscal year of the biennium is June 30, 2014. The deadline for the second and final year of the biennium is June 30, 2015. Expenditures must be reimbursed during the same state fiscal year they were expended. Reimbursements will be made upon weed board submission of voucher for payment forms. Forms are available at <http://www.nd.gov/ndda/forms>. If you would like a hard copy of the forms please contact our office.

Everyone benefits when we work together to control and prevent the spread of noxious weeds in North Dakota. Our knowledgeable Weed Control Specialist, Rachel Seifert-Spilde, is ready to help any way she can. You can reach Rachel by calling (701) 328-2983 or (800) 242-7535, or by e-mailing her at [rseifert@nd.gov](mailto:rseifert@nd.gov).

Thank you for giving us the opportunity to serve you and your board. Your ongoing weed control efforts are very much appreciated.

Sincerely,

  
Doug Boehring  
Agriculture Commissioner

Enc. 1

cc: Griggs County Weed Board  
Griggs County Auditor

Spring 2013

Dear Landowner:

**2013 Stutsman County Noxious Weed Cost Share Program.** The Stutsman County Weed Board has appropriated \$60,000 in cost share money for **any** noxious weeds sprayed on individual landowner's property in Stutsman County.

The cost share money will be divided amongst landowners based on total acres treated using specified treatments. Last year **cost share money returned** to landowners was \$14.00 per acre; those numbers were based on total acres submitted to the program. The limits per producer for non-crop land spraying will once again be \$3,000.00.

This money will be available for those controlling all North Dakota State Noxious Weeds. Included are weeds commonly found in Stutsman County: **Leafy Spurge, Canada Thistle, Absinth Wormwood, Musk Thistle, Spotted and Diffuse Knapweed, Yellow Toadflax and Houndstongue** (notify me immediately if you have any of the underlined weeds on your property).

\*\*\*\*\***We do not provide cost share for CRP or cropland.**\*\*\*\*\*

**Only the chemicals and rates below** will be considered in the cost sharing program for 2013. These are minimum rates per acre, higher rates are recommended for spot spraying. In most cases, the chemical needs to be applied **before the start of seed set**. Unless a **Fall** application of Plateau(Spurge) or Milestone(Thistle)is planned. Follow all label instructions including the use of **adjuvants**. MSO must be used with **Plateau**. **Plateau** will be available from us.

SPURGE:

1. One pint Tordon 22K (or equivalent) + 1 quart 2,4-D  
but use 2 pints Tordon 22K + 1 quart 2,4-D per acre in the fall.
2. **Plateau** 8-12 oz + 1 qt MSO only in fall.
3. **Perspective** 4-5 oz/ acre (This year it may only be used on areas that will not be hayed or grazed for this year.)
4. Eight to 16 oz Tordon 22K (or equivalent) + 4 oz Plateau + 1 qt MSO per acre only in spring
5. Eight to 16 oz Tordon 22K (or equivalent) + 4-6 oz Overdrive per acre + 1 qt surfactant per 100 gals
6. Others on Approval before spraying.

THISTLES/ ABSINTH WORMWOOD/ KNAPWEEDS/HOUNDSTONGUE

1. Two - three quarts Curtail or equivalent per acre
2. **Milestone 5-7 oz per acre (preferred for all 3 weeds above)** \* Can be purchased at local warehouses.
3. One pint Tordon 22K (or equivalent) + 1 quart 2,4-D per acre
4. 1-2 oz of ESCORT (Houndstongue)
5. Others on Approval before spraying

Enclosed you will find a Form 100 which must be returned to our office by **November 1, 2013**. If you need more forms you can stop in our office or call us at 251-1261 or 320-4512. Or you may go to the Stutsman County web site at [StutsmanCounty.com](http://StutsmanCounty.com) under **Departments** go to **Weed Board** and print out these forms. Along with the Form 100 you must provide a copy of your **chemical receipts and an FSA map** showing the location of the noxious weeds you have treated.

Sincerely,

Ron Manson, WCO

**Noxious Weeds  
Cost Share Application  
Due by November 1, 2013**

Fill in all information on this form and return to:

Stutsman County Weed Board  
Ron Manson, WCO  
511 2nd Ave SE  
Jamestown, ND 58401  
(701) 251-1261/320-4512

Which mixture did you use? These are minimums.  
 1 pt Tordon + 1 qt 2,4-D     8 oz Plateau (Fall)  
 2 qts Curtail or equivalent     8-16 oz Tordon+4oz Plateau  
 5-7 oz Milestone     + 1qt MSO (Spring)  
 4-5 oz Perspective/acre     8oz Tordon+4oz Overdrive+ NIS  
 Other (specify) \_\_\_\_\_  
To qualify for other, you must have WCO approval before

\_\_\_\_\_  
Cost Share Applicant Name

\_\_\_\_\_  
Noxious Weeds Sprayed

\_\_\_\_\_  
Address

\_\_\_\_\_  
Township where you reside

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

Return this Form to the SCWB Office before November 1, 2013 along with chemical receipts and FSA maps showing area sprayed. See letter for details on eligible chemicals. You must follow the label.

Quarter	Land Description		Range	Weeds/Acres Sprayed
	Section	Township		
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL ACRES SPRAYED				_____

Use separate forms for different operator/sprayers

\_\_\_\_\_  
Operator/Sprayer

\_\_\_\_\_  
Date Sprayed

\_\_\_\_\_  
Applicators Certification Number

\_\_\_\_\_  
Signature of Cost Share Applicant

\_\_\_\_\_  
Date



February 21, 2014

Cindy Anton – Auditor  
Griggs County Highway Department  
P.O. Box 511  
Cooperstown, ND 58425

RE: 2014 FTTP Outside Plant Construction Project for Rural McVille

Subject: North Dakota Telephone Company – Griggs County Permit

Dear Ms. Anton:

North Dakota Telephone Company (NDTC), headquartered out of Devils Lake, ND is preparing for a fiber upgrade in its Rural McVille Exchange during the Spring/Summer 2014 Construction Season. With this upgrade, NDTC will be able to provide enhanced communication services to its subscribers.

The project consists of fiber optic cable being buried in County, State, City, and Private right-of-way using a direct plow or directional bore method.

Enclosed are Two (2) original signed sets of Griggs County Permits to place buried communications cables within County road right(s) of way, as drafted by Finley Engineering and a route map for the McVille Exchange in Griggs County.

Please review the attached. Should the permits meet with your approval, execute the originals keeping One (1) set for your records and returning the second (2) set of the original signed permit to:

FINLEY ENGINEERING COMPANY, INC  
P.O. Box 1698  
Bismarck, ND 58502-1698

If you have questions, please contact Finley Engineering at (701) 222-1500 and ask to speak with Dave Gaugler or Karl Olsen in the right-of-way department.

Respectfully,  
FINLEY ENGINEERING COMPANY, INC.

Karl Olsen  
Right of Way Agent

KO;mg

06-NDT-028-012/WO#F141-06

COUNTY Griggs

North Dakota Telephone Company of Devils Lake, North Dakota, the Applicant, is hereby granted permission to install and maintain the following described facilities on highway/road right-of-way, as shown on the plans attached hereto and made a part hereof: Buried communication line encroaching on a county road as indicated on the attached map.

INSTALLATION AND MAINTENANCE: Installation and maintenance of said facilities of highway/road right-of-way shall conform to the following terms and conditions:

- (1) Upon construction, maintenance, relocation or removal of said facilities, any right-of-way scars shall be removed and the disturbed areas restored to original condition, including the reseeding thereof where necessary. Trenches dug within highway/road right-of-way shall be backfilled and compacted to a density equal to that of the adjacent undisturbed soil.

TERMS AND CONDITIONS: Installation and maintenance of said facilities on highway/road right-of-way shall be subject to the following terms and conditions:

- (A) Installation, maintenance, relocation and removal of said facilities on highway/road right-of-way shall be done in a manner satisfactory to and subject to supervision by, the County Engineer for the County Highway Department.
- (B) Griggs County shall not be liable for damage to said facilities resulting from reconstruction or maintenance of the highway/road. Applicant shall hold the County harmless for injury to persons or damage to property resulting from the location of said facilities on highway right-of-way.
- (C) Applicant shall repair or replace highway/road structures and appurtenances, and any existing facilities located on, over or under highway/road right-of-way, which may be damaged as a result of the installation and maintenance of said facilities on highway/road right-of-way.
- (D) Applicant shall promptly remove said facilities from highway/road right-of-way or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by the County.

WHEREAS, the terms of Section 24-01-42 of North Dakota Century Code, provide that the Board of County Commissioners may grant such a permit, and is approved by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, North Dakota.

ATTEST:

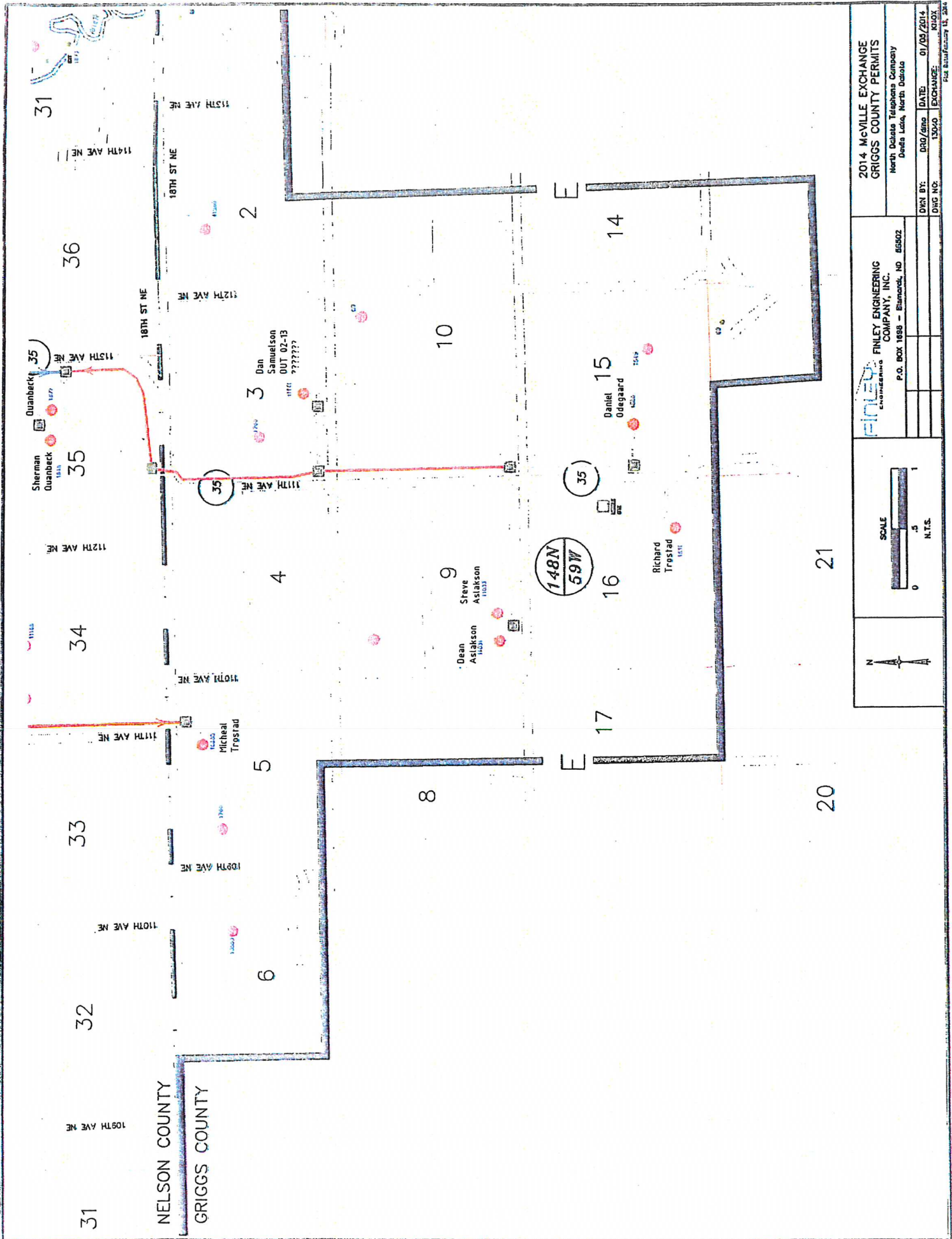
APPROVAL RECOMMENDED:

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Chairman, Board of County Commissioners

**North Dakota Telephone Company**

By: \_\_\_\_\_  
Terry Thompson, Network Engineering Supervisor



2014 McVILLE EXCHANGE  
GRIGGS COUNTY PERMITS

North Dakota Telephone Company  
Deeds Leds, North Dakota

**FINLEY ENGINEERING**  
**FINLEY ENGINEERING COMPANY, INC.**  
P.O. BOX 1688 - Bismarck, ND 58502

DWG NO: 13040 EXCHANGE: 01/09/2014  
DATE: 099/6990

For Reference Use Only





# North Dakota Department of Transportation

Francis G. Ziegler, P.E.  
*Director*

Jack Dalrymple  
*Governor*

TO: County Auditor

## CONTRACT AND CONTRACT BOND

Here is the Contract and Contract Bond from the contractor. Please sign the Contract and have it signed by the Chairperson of the Board of County Commissioners. The Contract Bond needs to be signed by the State's Attorney and the Chairperson of the County Board.

As soon as the **Contract and Contract Bond** have been signed, return the original blue copies, along with the contractor's **Certificate of Liability Insurance and the Fuel Cost Adjustment Affidavit**, to:

Local Government Division  
North Dakota Department of Transportation  
608 East Boulevard Avenue  
Bismarck, ND 58505-0700

Until we receive all the necessary documents, you do not have fully executed contract with the contractor. If you have any questions, please call me at 701-328-2217.

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

38/sh  
Enclosures



46253 208th St.  
Morris, MN 56267  
Phone (320) 589-2844  
Fax (320) 589-4890

Tuesday, April 15, 2014

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

RE: Job 002, Project SC-2000(014) - Griggs County

Cindy Anton:

Please find the following documents for the referenced projects.

Enclosed:

1. Original Contract (Blue)
2. Original Contract Bond (Blue)
3. Required Certificate of Insurance
4. Original Fuel Cost Adjustment Affidavit (SFN 58393)

Please contact us with further questions or information.

Sincerely,

A handwritten signature in blue ink, appearing to read "L. Banta", with a long horizontal flourish extending to the right.

Lucas Banta  
Administration

**COUNTY FEDERAL AID CONTRACT**

North Dakota Department of Transportation, Local Government  
SFN 19315 (Rev. 08-2013)

This agreement made between GRIGGS  
MORRIS SEALCOAT & TRUCKING INC  
46253 208TH ST MORRIS, MN 56267-4677

County, North Dakota, (hereinafter called County), and  
, (hereinafter called Contractor), whose address is  
, WITNESSETH:

1. That in consideration of the payments to be made, the Contractor agrees to provide all labor, equipment, and materials; to pay or cause to be paid, all claims for work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in the improvement and construction of **Project SC-2000(014) on MULTIPLE LOCATIONS; Type of Work: CHIP SEAL COAT & INCIDENTALS**

Job No. 002 all in accordance and in conformity with this contract and bond, the project proposal, North Dakota Department of Transportation's (NDDOT's) standard specification, supplemental specifications, special provisions, and plans approved on March 14, 2014, all of which are incorporated as a part of this contract.

2. The County agrees to pay the Contractor for the work, when completed and accepted in accordance with this contract, the price stated in the proposal, amounting to Two Hundred Ninety-nine Thousand Six Hundred Ninety-nine Dollars and Thirteen Cents (\$299,699.13). Payments are to be made as per specifications upon presentation of the proper certification of the engineer, or his representative, and by the terms of this contract.
3. The work shall be done pursuant to this contract and the laws of the state of North Dakota, to the satisfaction of the County, subject at all times to the inspection and approval of NDDOT and the U. S. Department of Transportation, its agents and representatives and in accordance with the rules and regulations made pursuant to state and federal law.
4. The decision of the project engineer upon any question connected with the execution of this agreement or any failure or delay in the prosecution of the work by the contractor shall be final and conclusive.
5. The Contractor, in employing and maintaining labor, shall do so in conformity with state and federal law and this contract.
6. The Contractor shall begin work as required by this contract or when so ordered by the County and shall maintain the maximum and efficient work force on the project necessary to complete the work within the time established by this contract.

EXECUTED the date last below signed.

County of GRIGGS

\_\_\_\_\_  
COUNTY AUDITOR (TYPE OR PRINT)

\_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**WITNESS TO CONTRACTOR'S SIGNATURE**

Morris Sealcoat & Trucking, Inc.  
CONTRACTOR COMPANY NAME

Lucas J Banta - Admin.  
NAME AND TITLE (TYPE OR PRINT)

Suzanne M Holland - President  
NAME AND TITLE (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

4-15-14  
DATE

Continued

Contractor Name <b>MORRIS SEALCOAT &amp; TRUCKING INC</b>	Project Number SC-2000(014)
--	-----------------------------

**INSURANCE CERTIFICATION**

Certificates of Insurance contain additional pages or language on the certificate which either purports to limit or qualify the information reflected on the certificate of insurance or which purports to change, modify or amend your company's insurance policies. NDDOT policy is to not solicit, review or approve contractors' insurance policies, endorsements or amendments to insurance policies, or insurance documents other than properly completed certificates of insurance. NDDOT contacts specify that contractors are responsible for acquiring and maintaining specified coverage and proof of insurance.

Please sign and date the statement below attesting that your company has insurance coverage consistent with the contract provisions.

The contractor has, and will maintain in force, insurance coverage (including proof of coverage consistent with the contract specifications).

**CONTRACTOR:**

Suzanne M Holland - President

NAME AND TITLE (TYPE OR PRINT)

*Suzanne M Holland*

SIGNATURE

4-15-14

DATE

**COUNTY FEDERAL AID CONTRACT BOND**

North Dakota Department of Transportation, Local Government  
SFN 19316 (Rev. 02-2009)

Bond No.: 5497678

Project Number SC-2000(014)

KNOW ALL MEN BY THESE PRESENTS, that we **MORRIS SEALCOAT & TRUCKING INC 46253**  
**208TH ST MORRIS, MN 56267-4677**  
NAME AND ADDRESS OF CONTRACTOR

as principal, and Ohio Farmers Insurance Company  
NAME AND ADDRESS OF SURETY

P.O. Box 5001, Westfield Center, OH 44251-5001,  
as surety, are held and firmly bound unto **GRIGGS County**  
NAME AND ADDRESS OF OWNER

as owner in the penal sum of **Two Hundred Ninety-nine Thousand Six Hundred Ninety-nine Dollars and Thirteen Cents (\$299,699.13)**

for the use of the owner and also for the use of any person having any lawful claim against the principal or any subcontractor on account of labor or supplies or materials as set forth in the conditions hereof; for the payment of which well and truly to be made we jointly and severally bind ourselves, and each of our heirs, executors, administrators, and successors, firmly by these presents.

WHEREAS, said principal has entered into a written contract with the owner for: **Project SC-2000(014) on MULTIPLE LOCATIONS; Type of Work: CHIP SEAL COAT & INCIDENTALS**

in **GRIGGS** County, North Dakota, which contract and incorporated plans and specifications are by this reference made a part hereof, and are hereinafter referred to as the contract.

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

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

SIGNED and SEALED this 11th day of April, 2014

**IMPORTANT NOTICE**

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

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

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

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

Morris Sealcoat & Trucking, Inc.  
By: Suzanne M. Holland PRINCIPAL  
Title: Suzanne M. Holland, President

(Seal of Principal)

Ohio Farmers Insurance Company  
By: Joshua R. Loftis SURETY  
P.O. Box 5001, Westfield Center, OH 44251-5001  
COMPLETE MAILING ADDRESS  
Title: Joshua R. Loftis, Attorney-in-Fact  
Cobb Strecker Dunphy & Zimmermann, Inc.  
150 S. 5th Street, Minneapolis, MN 55402  
COMPLETE MAILING ADDRESS

(Seal of Surety)

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

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

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

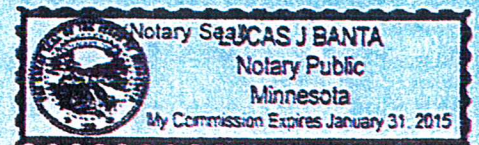
**ACKNOWLEDGMENT OF PRINCIPAL**

State of MINNESOTA  
County of Pope ss.

On this 11th day of April, 2014, before me a notary public in and for the state of Minnesota, personally appeared Suzanne M. Holland known to me to be President (title) of the principal described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said principal.

Lucas J Banta  
Notary Public, State of Minnesota  
Lucas J Banta  
(Notary Public must print or type name here.)

My commission expires 01-31-2015



Dr. nr. 46

ACKNOWLEDGMENT OF SURETY

State of MINNESOTA

SS.

County of HENNEPIN

On this 11th day of April, 2014, before me a notary public in and for the state of Minnesota, personally appeared Joshua R. Loftis, known to me to be Attorney-in-Fact (title) of the surety described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said surety.



*Melinda C. Blodgett*

Notary Public, State of Minnesota  
Melinda C. Blodgett

(Notary Seal)

(Notary Public must print or type name here.)

My commission expires January 31st, 2018

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_,

COUNTY STATE'S ATTORNEY

Approved by owner this \_\_\_\_\_ day of \_\_\_\_\_,

By: \_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY COMMISSION

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/27/13, FOR ANY PERSON OR PERSONS NAMED BELOW.

General  
Power  
of Attorney

POWER NO. 2260452 12

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**BRUCE N. TELANDER, R. W. FRANK, R. SCOTT EGGINTON, DONALD R. OLSON, JOHN E. TAUER, LINDA K. FRENCH, BRIAN J. OESTREICH, JOSHUA R. LOFTIS, JEROME T. OUIMET, D. R. DOUGHERTY, JACK CEDARLEAF, II, CHRISTINE M. HANSEN, KURT C. LUNDBLAD, MELINDA C. BLODGETT, JOINTLY OR SEVERALLY**

of MINNEAPOLIS and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 27th day of MARCH A.D., 2013.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 27th day of MARCH A.D., 2013, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*William J. Kahelin*

William J. Kahelin, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 11th day of April A.D., 2014



*Frank A. Carrino*  
Frank A. Carrino, Secretary



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>J. A. Price Agency, Inc.</b> 6640 Shady Oak Road Suite 500 Eden Prairie, MN 55344-6176	CONTACT NAME: <b>Bonnie Huber</b>
	PHONE (A/C, No, Ext): <b>952 944-8790</b> FAX (A/C, No): <b>952 944-0097</b> E-MAIL ADDRESS: <b>bonnie.huber@japrice.com</b>
INSURED <b>Morris Seaicoat and Trucking, Inc.</b> 46253 - 208th Street Morris, MN 56267	INSURER(S) AFFORDING COVERAGE <b>INSURER A : Western National Mutual Ins Co</b> NAIC # <b>15377</b>
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	CPP0016327	04/01/2014	04/01/2015	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$100,000 MED EXP (Any one person)      \$5,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$2,000,000 PRODUCTS - COMP/OP AGG      \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Oth Car	X	X	CPP001618010	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000	X	X	UMB0010832	04/01/2014	04/01/2015	EACH OCCURRENCE      \$5,000,000 AGGREGATE      \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCV0010769	04/01/2014	04/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT      \$100,000 E.L. DISEASE - EA EMPLOYEE      \$100,000 E.L. DISEASE - POLICY LIMIT      \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Project: Chip Seal Coat & Incidental**  
**Job 002, Project SC-2000(014) Griggs County**  
 The State of North Dakota, it agencies, officers and employees and the County are included as Additional Insureds under Blanket Additional Insured form CG2033 attached to the General Liability. Also included is Additional Insured for Automobile liability as per policy language. The umbrella policy follows form of (See Attached Descriptions)

CERTIFICATE HOLDER <b>Griggs County</b> P.O. Box 511 Cooperstown, ND 58425	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## DESCRIPTIONS (Continued from Page 1)

underlying coverage and no broader. Waiver of Subrogation in favor of the State and County is included on general liability, automobile liability and umbrella liability policies noted above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - b. Supervisory, inspection, architectural or engineering activities.
  2. "Bodily injury" or "property damage" occurring after:
    - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location or the covered operations has been completed; or
    - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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**FUEL COST ADJUSTMENT AFFIDAVIT**

North Dakota Department of Transportation, Construction Services  
SFN 58393 (07-2008)

Project Number

SC-2000(014)

The Contractor is not required to notify the Department at the time of submitting bids whether he will or will not participate in the fuel cost adjustment program. The Contractor shall return the affidavit on all Contracts with this Provision even if the Contractor elects not to participate.

Check the box for each fuel type that has a fixed price.

No adjustments in fuel price will be made for the boxes that are checked.

Diesel

Unleaded

Burner Fuel

Does your company elect to participate in a fuel adjustment for this contract for the fuels that do not have a fixed price? No adjustments in fuel prices will be made if **No** is checked.

Yes  No

If yes, provide the total dollars for each of the applicable fuels

Diesel (x) \$

Unleaded (y) \$

Burner Fuel (z) \$

Sum (x+y+z) \$

% of Original Contract Amount

%\*

\*The sum of the x, y, and z may not exceed 15% of the original contract amount.

Under the penalty of law for perjury of falsification, the undersigned,

Suzanne M Holland

Name (Print)

President

Title (Print)

of Morris Sealcoat & Trucking, Inc. here by certifies that the documentation is submitted in good  
Contractor (Print)

faith, that the information provided is accurate and complete to the best of their knowledge and belief, and that the monetary amount identified accurately reflects the cost for fuel, and that they are duly authorized to certify the above documentation on behalf of the company.

I hereby agree that the Department or its authorized representative shall have the right to examine and copy all Contractor records, documents, work sheets, bid sheets and other data pertinent to the justification of the fuel costs shown above.

4-15-14  
Date

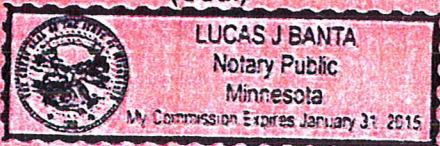
X Suzanne M Holland  
Signed

State of Minnesota

County of Pope

Subscribed and sworn to before me this 15th day of April, 2014

(Seal)



X

Signature of Notary Public

My Commission Expires 01-31-2015

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **May 2, 2014** ("Effective Date") between **Griggs County** ("Owner") whose address is 808 Rollins Avenue; Cooperstown, ND 58425 and **Kadmas, Lee & Jackson, Inc., Valley City** ("Engineer") whose address is 1010 4<sup>th</sup> Ave SW; Valley City, ND 58072. The Engineer agrees to provide the services described below to Owner for **SC-2000(014) – Chip Seal Coat and Incidentals on County Highway 2 from ND Highway 1 West 2.5 Miles and County Highway 8 from ND Highway 1 West 8 Miles** ("Project"). The services Engineer shall provide, or cause to be provided, are further defined in attached Exhibit A – Engineer's Services and are generally described as follows: **Construction Engineering for approximately 10.5 miles of Chip Seal Coat and Incidentals**. Owner shall provide, or cause to be provided, the payment for these services as set forth in attached Exhibit B – Payment for Services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 10.01.

2.01 Payment Procedures

- A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal

### 3.01 Additional Services

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

### 4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
    - b. By Engineer:
      - 1) Upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a provider of professional services; or
      - 2) Upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
      - 3) Engineer shall have no liability to Owner on account of such termination.
    - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  - 2. For convenience,
    - a. By Owner effective upon Engineer's receipt of notice from Owner.
- B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### 5.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

## 6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

## 7.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its engineers may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. ~~The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C 700, 2007 Edition).~~
- F. All project documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. To the fullest extent permitted by law, Owner and Engineer agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.



- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist engineers or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 KL&J Additions to EJCDC E-520

- A. The Owner and Engineer each agree to assume its own liability for claims of any nature including all costs, expenses and reasonable attorney's fees, which may in any manner result from or arise out of this agreement. Neither the Owner nor the Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- B. The Owner shall not reuse or make any modification to the project documents without Engineer's prior written authorization. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer's officers, directors, employees and sub-engineers (collectively) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the project documents by the Owner or any person or entity that acquires or obtains the project documents from or through the Owner without Engineer's written authorization.
- C. In the event of a dispute arising out of or relating to the agreement or the services to be rendered hereunder, both parties hereby agree to (1) attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party, (2) if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by both parties, and (3) if the dispute or any issues remain unresolved after the first two steps, either party may seek to have the dispute resolved by a court of competent jurisdiction.
- D. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Engineer, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- E. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents. Each Party may change its designated individual(s) at any time by written notice to the other Party.

9.01 Total Agreement

- A. This Agreement (together with any expressly incorporated exhibits and appendices), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

10.01 Payment and Schedules

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
  - 1. In accordance with Exhibit B – Payment of Services.
- B. The Engineer's compensation is conditioned on the time to complete the services by May 1, 2015. Should the time to complete services be extended beyond this period, total compensation to Engineer may be appropriately adjusted. Engineer is authorized to begin rendering services as of the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Griggs County

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: \_\_\_\_\_  
(signature)

By: Mark Anderson  
(signature)

By: \_\_\_\_\_  
(printed or typed name)

By: Mark Anderson  
(printed or typed name)

Title: Chairman

Title: Surface Transportation PAL

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

Date Signed: 4-10-2014

Witnessed By: \_\_\_\_\_  
(signature)

Witnessed By: Erika Lorenz  
(signature)

Witnessed By: \_\_\_\_\_  
(printed or typed name)

Witnessed By: ERIKA LORENZ  
(printed or typed name)

Title: Auditor

Title: EXEC. COORD.

Address for giving notices:

Address for giving notices:

808 Rollins Avenue

1010 4<sup>th</sup> Ave SW

PO Box 511

PO Box 937

Cooperstown, ND 58425

Valley City, ND 58072

Designated Representative:

Designated Representative:

Attn: Wayne Oien

Attn: Shawn Mayfield

Title: Highway Superintendent

Title: Project Engineer

Phone Number: 701-797-3420

Phone Number: 701-845-9445

Facsimile Number: \_\_\_\_\_

Facsimile Number: 701-845-0252

E-Mail Address: wayne.oien@griggscounty  
nd.gov

E-Mail Address: shawn.mayfield@kjleng.com

This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 2, 2014.

## Engineer's Services

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The Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### *A1.01 Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. *Project Initiation:* This task involves time for the construction staff who were not directly involved with the design to review plans and setup the record keeping system.
  3. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
  4. *Progress Meetings:* Coordinate and participate in project progress meetings as required. If meetings are required, participant will include the Contractor, Engineer, Owner, North Dakota Department of Transportation (NDDOT), Subcontractors, Utilities, Local Authorities, and Others.
  5. *Weekly Records:* Contract administration and project documentation will be according to established NDDOT construction procedures, as outlined in the Construction Records Manual and External Civil Rights Manual. Major tasks will include weekly progress meetings (if required), CARS diary entries, weekly progress reports, progressive payment for work complete, pay quantity reports, haul sheets, subcontract tracking, certification tracking, monthly fuel cost adjustment worksheets, payroll review, labor compliance interviews, External Civil Rights monthly EEO reports and minor change orders. Major change orders, including

force accounts that are beyond the scope of the contract will be added by supplemental agreement.

6. *Final Records:* Final records will include verifying all quantities for accuracy, completing all necessary final document forms as listed on the NDDOT Final Checklist, completing record drawings, and packaging and shipping final documents to the District Office.
7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

- c. Major items include:
- 1) Seal Coat
  - 2) Miscellaneous Construction:
    - a) Traffic Control
    - b) Pavement Marking
  - 3) Survey
    - a) Project Staking
8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of

the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for

what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.01.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.01.A.11.
  17. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable (subject to the provisions of Paragraph A1.01.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
  - C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

## PART 2 – ADDITIONAL SERVICES

### A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.



1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
5. Providing renderings or models for Owner's use.
6. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
7. Furnishing services of Consultants for other than Basic Services.
8. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
9. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
10. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

11. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
12. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
13. Preparation of operation and maintenance manuals.
14. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
15. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
16. Assistance in connection with the adjusting of Project equipment and systems.
17. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
18. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
19. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

*A2.02 Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
  1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.01.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated May 2, 2014.

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**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-4: Basic Services – Direct Labor Costs Times a Factor**

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The Agreement is supplemented to include the following agreement of the parties:

**B1.01 Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Times a Factor Method of Payment**

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to Engineer's Direct Labor Costs times a factor for the services of Engineer's personnel engaged on the Project, plus Reimbursable Expenses, estimated to be \$ 1,500.00, and Engineer's Consultant charges, if any, estimated to be \$ N/A.
2. The total compensation for services under Paragraph B1.01 shall not exceed \$33,200.00 unless agreed upon by both parties in writing.
3. The total estimated compensation for Engineer's services incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant charges.
4. The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer's Consultant charges incurred during the billing period.
5. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.
6. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of January 1, 2015) to reflect equitable changes to the compensation payable to Engineer.

**B1.02 Compensation for Reimbursable Expenses**

A. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

B1.03 *Other Provisions Concerning Payment*

A. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **May 2, 2014** ("Effective Date") between **Griggs County** ("Owner") whose address is 808 Rollins Avenue; Cooperstown, ND 58425 and **Kadrmass, Lee & Jackson, Inc., Valley City** ("Engineer") whose address is 1010 4<sup>th</sup> Ave SW; Valley City, ND 58072. The Engineer agrees to provide the services described below to Owner for **CNOA-2003(058) – Hot Bituminous Pavement Overlay, Structure Replacement and Incidentals on County Highway 3 from ND Highway 200 South 8.5 Miles** ("Project"). The services Engineer shall provide, or cause to be provided, are further defined in attached Exhibit A – Engineer's Services and are generally described as follows: **Construction Engineering for approximately 8.5 miles of Hot Bituminous Overlay, Structure Replacement and Incidentals**. Owner shall provide, or cause to be provided, the payment for these services as set forth in attached Exhibit B – Payment for Services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 10.01.

2.01 Payment Procedures

- A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal

### 3.01 Additional Services

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

### 4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
    - b. By Engineer:
      - 1) Upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a provider of professional services; or
      - 2) Upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
      - 3) Engineer shall have no liability to Owner on account of such termination.
    - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  - 2. For convenience,
    - a. By Owner effective upon Engineer's receipt of notice from Owner.
- B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### 5.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### 7.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its engineers may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition).
- F. All project documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. To the fullest extent permitted by law, Owner and Engineer agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.



- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist engineers or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 KL&J Additions to EJCDC E-520

- A. The Owner and Engineer each agree to assume its own liability for claims of any nature including all costs, expenses and reasonable attorney's fees, which may in any manner result from or arise out of this agreement. Neither the Owner nor the Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- B. The Owner shall not reuse or make any modification to the project documents without Engineer's prior written authorization. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer's officers, directors, employees and sub-engineers (collectively) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the project documents by the Owner or any person or entity that acquires or obtains the project documents from or through the Owner without Engineer's written authorization.
- C. In the event of a dispute arising out of or relating to the agreement or the services to be rendered hereunder, both parties hereby agree to (1) attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party, (2) if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by both parties, and (3) if the dispute or any issues remain unresolved after the first two steps, either party may seek to have the dispute resolved by a court of competent jurisdiction.
- D. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Engineer, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- E. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents. Each Party may change its designated individual(s) at any time by written notice to the other Party.

9.01 Total Agreement

- A. This Agreement (together with any expressly incorporated exhibits and appendices), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

10.01 Payment and Schedules

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
  - 1. In accordance with Exhibit B – Payment of Services.
- B. The Engineer's compensation is conditioned on the time to complete the services by May 1, 2015. Should the time to complete services be extended beyond this period, total compensation to Engineer may be appropriately adjusted. Engineer is authorized to begin rendering services as of the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Griggs County

ENGINEER: Kadmas, Lee & Jackson, Inc.

By: \_\_\_\_\_  
(signature)

By: Mark Anderson  
(signature)

By: \_\_\_\_\_  
(printed or typed name)

By: Mark Anderson  
(printed or typed name)

Title: Chairman

Title: Surface Transportation PAL

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

Date Signed: 4-10-2014

Witnessed By: \_\_\_\_\_  
(signature)

Witnessed By: E. Lorenz  
(signature)

Witnessed By: \_\_\_\_\_  
(printed or typed name)

Witnessed By: ERIKA LORENZ  
(printed or typed name)

Title: Auditor

Title: Exec. Coord.

Address for giving notices:

Address for giving notices:

808 Rollins Avenue

1010 4<sup>th</sup> Ave SW

PO Box 511

PO Box 937

Cooperstown, ND 58425

Valley City, ND 58072

Designated Representative:

Designated Representative:

Attn: Wayne Oien

Attn: Shawn Mayfield

Title: Highway Superintendent

Title: Project Engineer

Phone Number: 701-797-3420

Phone Number: 701-845-9445

Facsimile Number: \_\_\_\_\_

Facsimile Number: 701-845-0252

E-Mail Address: wayne.oien@griggscounty  
nd.gov

E-Mail Address: shawn.mayfield@kjleng.com

This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated May 2, 2014.

## Engineer's Services

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The Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### *A1.01 Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. *Project Initiation:* This task involves time for the construction staff who were not directly involved with the design to review plans and setup the record keeping system.
  3. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
  4. *Progress Meetings:* Coordinate and participate in project progress meetings as required. If meetings are required, participant will include the Contractor, Engineer, Owner, Subcontractors, Utilities, Local Authorities, and Others.
  5. *Weekly Records:* Contract administration and project documentation will be according to established KIJ construction procedures. Major tasks will include weekly progress meetings (if required), diary entries, weekly progress reports, progressive payment for work complete, pay quantity reports, haul sheets, subcontract tracking, certification tracking, and minor change orders. Major change orders, including force accounts that are beyond the scope of the contract will be added by supplemental agreement.

6. *Final Records:* Final records will include verifying all quantities for accuracy, completing record drawings, and packaging and delivering final documents to the County.
7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
  - c. Major items include:
    - 1) Hot Bituminous Pavement Overlay, Patching and Leveling
    - 2) Culvert Removal and Box Culvert Installation
    - 3) Miscellaneous Construction:
      - a) Milling

- b) Traffic Control
- c) Pavement Marking
- 4) Survey
  - a) Centerline Control
  - b) Project Staking
- 8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- 10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
- 11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- 12. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
- 13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

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14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims,

security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.01.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.01.A.11.
  17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete; Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
  18. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice using KL&J's 00630 Final Review and Acceptance form that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.



## PART 2 – ADDITIONAL SERVICES

### A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
  5. Providing renderings or models for Owner's use.
  6. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
  7. Furnishing services of Consultants for other than Basic Services.
  8. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
  9. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and

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Exhibit A – Engineer's Services

EJCDC E-520 Agreement Between Owner and Engineer for Professional Services

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constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

10. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
11. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
12. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
13. Preparation of operation and maintenance manuals.
14. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
15. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
16. Assistance in connection with the adjusting of Project equipment and systems.
17. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
18. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
19. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

*A2.02 Additional Services Not Requiring Owner's Written Authorization*

A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number

of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.01.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated May 2, 2014.

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**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-4: Basic Services – Direct Labor Costs Times a Factor**

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The Agreement is supplemented to include the following agreement of the parties:

**B1.01 Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Times a Factor Method of Payment**

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to Engineer's Direct Labor Costs times a factor for the services of Engineer's personnel engaged on the Project, plus Reimbursable Expenses, estimated to be \$2,900.00, and Engineer's Consultant charges, if any, estimated to be \$ N/A.
2. The total compensation for services under Paragraph B1.01 shall not exceed \$162,000.00 unless agreed upon by both parties in writing.
3. The total estimated compensation for Engineer's services incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant charges.
4. The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer's Consultant charges incurred during the billing period.
5. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.
6. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of January 1, 2015) to reflect equitable changes to the compensation payable to Engineer.

**B1.02 Compensation for Reimbursable Expenses**

A. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

B1.03 *Other Provisions Concerning Payment*

A. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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## JOINT ELECTION AGREEMENT

THIS AGREEMENT is entered into by and between the County of Griggs, hereinafter referred to as "County", and the City of \_\_\_\_\_, hereinafter referred to "City".

1. PURPOSE OF AGREEMENT: The purpose of this Agreement is to provide the terms by which the County and the City shall coordinate the holding of their General Elections along with the County's Primary Election. It being understood that in addition to the coordination of their elections, the parties, may, from time to time, agree to hold joint Special Elections at such times when their scheduled Special Elections might be readily coordinated in a manner consistent with this Agreement and as may be otherwise agreed to by and between the entities holding such Special Elections. It is the intent of the parties in entering this Agreement to provide for the procedures to be followed relative to the scheduling and administration of such elections and to provide for the division of costs for Election Officials and any other monetary disbursements relative to such elections.

2. AUTHORITY: This Agreement is authorized by VII, Section 10 of the Constitution of the State of North Dakota Century Code Chapters 54-40 and 40-21.

3. PLAN: The parties agree to the following implementation:

(a) Each entity shall be responsible for enforcement of its policies, laws, and ordinances relative to the distribution and review of petitions of candidates and for the filing of said petitions in their respective offices.

(b) The County shall provide to the City an election calendar at the time the County receives said calendar from the Secretary of State of North Dakota.

(c) The County and City shall be responsible for each of their respective legal publications they are required to publish in their respective official newspapers. The exceptions would be the application, sample ballot, and abstract of votes which the County will publish and the City will share the cost.

(d) The City shall certify to the County the names of all eligible candidates for office, how they are to appear on the ballot, and the position on the ballot, at least 55 days prior to the election. The County will be responsible for the actual printing of ballots with the costs being the responsibility of the City.

(e) The County shall be responsible for establishing and managing the polling locations for the joint elections, including setting the hours polls are to be open. Polling hours shall be consistent throughout the County.

(f) The County shall be responsible for naming the Election Board, including Inspectors, for the joint elections in accordance with NDCC Title 16.1.

(g) The County shall provide and maintain necessary poll books required by law.

(h) The County shall retain all City Ballots along with the County Ballots as prescribed in NDCC 16.1-15-08.

(i) The Canvassing Board shall be the County Canvassing Board in accordance with NDCC Title 16.1.

(j) Within 3 days after the results of an election are declared by the County Canvassing Board, the County shall certify to the City the official results of the election. The City shall be responsible for issuing a Certificate of Election to each person elected for a city position.

(k) The County shall administer absentee balloting in accordance with NDCC Title 16.1. Absentee voter applications shall be available from both the County and the City for all joint elections. All absentee ballots shall be handled by the County. A city voter requesting an absentee ballot for the Primary Election will also be sent an absentee ballot for the City Election.

(l) In the event a recount is properly demanded or is required by law according to NDCC 16.1-16-01 for a City Election which has been combined with the County according to the law and this Agreement, the County Auditor shall conduct the recount according to NDCC 16.1-16-01 and certify the new results of the election to the City Auditor who shall be responsible for issuing new Certificates of Election if applicable. In the event a recount is properly demanded or is required by law according to NDCC 16.1-16-01 for a Special City Election which has not been combined with the County according to the law and this Agreement, the City Auditor, to the extent applicable, shall conduct the recount and perform all duties of the County Auditor. The expenses incurred in a recount of a City Election, whether or not the Election was combined with the County, must be paid by the City on a Warrant by the City Auditor.

4. COSTS: The County and the City shall share in the savings provided by holding joint elections. The County shall pay all costs associated with the Election and Canvassing Boards. The City shall reimburse the County at a rate equal to the cost of the city's share of the Election Board costs for the City Election held in 2014. The reimbursement will be figured on a percentage based on the number of city candidates and questions on the ballot.

5. DURATION: This Agreement shall take effect on January 1, 2014, and continue until December 31, 2014. Thereafter, this Agreement automatically renews for an annual term commencing on the first day of January and ending on the 31st day of December, unless any of

the parties notify the other parties in writing of its intention to withdraw from this Agreement. That written notice must be provided on or before October 1st of the year of withdrawal.

6. AMENDMENTS: Any amendments to this Agreement must be in writing and signed by an authorized representative of each party.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Griggs County Commission Chairman

Attest: \_\_\_\_\_  
Griggs County Auditor

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Mayor

Attest: \_\_\_\_\_  
City Auditor

(agree)



#### 4.2 PAYDAYS

Starting October 2011, all employees will be paid twice a month (eg. October 16 and November 1). Vacation and Sick Leave sheets for all employees are due to the Auditor's Office by the 6<sup>th</sup> of each month. Timesheets for hourly employees are due by 8:30 a.m. on the last day of the month and again on the 15<sup>th</sup> of the month. Should the regular payday fall on a Saturday, payment will be available on the preceding work day and should the regular payday fall on a Sunday, payment will be available on the following work day. Each payment will include earnings for all work performed through the end of the previous payroll period. All deductions will be divided between the two payroll dates. The last pay period for December will be paid upon direction of the County Commission to allow the final accounting to be concluded by the end of the financial year.

In the event that a regularly scheduled payday falls on a day off (e.g., a weekend or holiday), employees will be advised by their supervisor when they will be receiving their payment.

Direct deposit is available to employees with participating banks. Your supervisor can provide information on this benefit.

#### 4.3 EMPLOYMENT TERMINATION

Since employment with the County is based on mutual consent, both the employee and the County have the right to terminate employment, at its will, at any time with or without cause or notice, within the provision of state and federal law. Terminations are an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- **RESIGNATION** - employment termination initiated by an employee who chooses to leave the County voluntarily.
- **DISCHARGE** - employment termination initiated by the County.
- **LAYOFF** - involuntary employment termination initiated by the County for non disciplinary reasons.
- **MEDICAL TERMINATION** - employment termination initiated by the employee or by the County when an employee is unable, for health reasons, to continue to work.
- **RETIREMENT** - voluntary retirement from active employment status initiated by the employee.

Employees will receive their final pay in accordance with applicable state law.

Employee benefits will be affected by employment termination. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

#### 4.4 PAY ADVANCES

Neither pay advances nor extensions of credit on unearned wages will be provided to employees. An employee leaving on vacation may receive his/her paycheck before the normal payday.

COPY

State of North Dakota  
Chambers of  
The District Court

JAMES D. HOVEY  
District Judge

TAMI BECKLEY  
Judicial Secretary - Court Recorder

Southeast Judicial District  
Eddy County Courthouse

524 Central Avenue  
New Rockford, ND 58356

Telephone (701)947-5777, ext. 2026  
Fax (701)947-2840

April 15, 2014

Griggs County Building Authority  
Ron Halvorson, Chairman  
P.O. Box 511  
Cooperstown, ND 58425

**Re: Interactive Video Network Equipment**

Dear Mr. Halvorson:

I am in receipt of a copy of correspondence which you sent to the Griggs County Commission on April 8, 2014. I write to express my concern with some statements in your letter. While I agree that the court facility grants are allocated 25% to the county and covered 75% by the state, your statement that "without this mandatory equipment, there is little or no likelihood of court being held in Griggs County" is not correct. Regardless of whether Griggs County has interactive video network (IVN) placed in the courtroom, I would like to assure you, the members of the commission, and the citizens of Griggs County that I will continue to hold court in Griggs County as I have done since becoming a judge in 2010. I will not be holding hearings on Griggs County matters in New Rockford and the county will not incur any costs of transporting prisoners to, nor will Griggs County residents be required to travel to New Rockford for civil cases. Rest assured that I am a strong supporter of providing judicial services to the individual counties that I serve. While there has been talk in the past of developing a "trial court center" system in North Dakota, Chief Justice VandeWalle of the North Dakota Supreme Court has been adamantly opposed to such a system, as am I. While this does reduce judicial efficiency by requiring the court to travel to the various counties, it does reduce the costs and expenses for the parties that you raise in your letter which would be required if we had trial court centers.

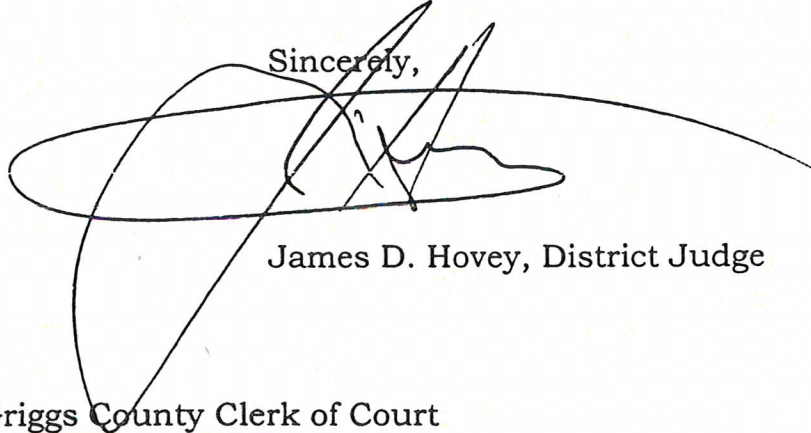
That having been said, I would also like to address the need for interactive video network in the individual courthouses. Recently, New Rockford received IVN

Page 90

capabilities. Having IVN in the rural courthouses, in my opinion, will reduce costs and expenses which are ultimately borne by the citizens of those counties. For instance, I recently handled a mental health proceeding for Griggs County. Counsel from Fargo was appointed to represent the respondent, which required the attorney to travel from Fargo to Jamestown to meet with the respondent and then travel to Cooperstown for the hearing. The attorney then had to travel back to Fargo after the hearing was ended. When the attorney submitted his bill for services, approximately 70% of the bill was due to travel time alone. The State Hospital in Jamestown has IVN available to it and respondents will frequently consent to the use of IVN for purposes of the hearing. Had the Griggs County courtroom had IVN available at that time, we could have avoided a significant portion of the travel expenses incurred by the attorney.

Likewise, many of the jails in our state have IVN available, which would allow us to hold hearings with incarcerated individuals by IVN without the need for your sheriff to transport that person to the hearing. Additionally, some types of proceedings require a hearing on very short notice. If a hearing is required before our next master calendar date in Cooperstown, it requires myself and my court recorder to travel to Cooperstown for a single hearing that may take less than one half hour. As Cooperstown is 64 miles away from New Rockford, this usually results in consuming the better part of one half of a day. If Cooperstown had IVN, I could remain in New Rockford - and with the consent of the parties - everyone else could be at the courthouse in Cooperstown and the hearing could be conducted by IVN. In short, because of the potential for significant savings in time and expenses, I strongly urge the commission to consider installing IVN equipment in the new courthouse. If anyone has any questions, I would be happy to discuss these issues with you. Please do not hesitate to contact me.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'James D. Hovey', is written over the typed name. The signature is highly cursive and loops around the typed name.

James D. Hovey, District Judge

JDH/tb

Copies: Griggs County Clerk of Court  
Griggs County Commission

**GRIGGS COUNTY  
COOPERSTOWN, NORTH DAKOTA**

**County Commissioners**

John Wakefield 1<sup>st</sup> Dist.  
Binford  
Shawn Steffen 2<sup>nd</sup> Dist.  
Cooperstown  
Ron Dahl 3<sup>rd</sup> Dist.  
Cooperstown  
Troy Olson 4<sup>th</sup> Dist.  
Cooperstown  
Dale Pedersen 5<sup>th</sup> 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 Dir. 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

May 2, 2014

Sally Holewa  
Court Facilities Improvement Advisory Committee  
600 E Boulevard Ave. Dept 180  
Bismarck, ND 58505-0530

Dear Ms Holewa,

In regards to the 60 day report compliance, I am writing to inform your committee of the progress of our project. The current emphasis with regards to the Courtroom Facilities Grant is on the Courtroom, Judge's Chambers and Clerk of Court's office, which is nearing 90% completion. We anticipate that all installation work will be completed within the next 60 days.

Thank you for your consideration and the opportunity to take part in the grant. If you have questions, please advise.

Sincerely,

Troy Olson, Chair  
Griggs County Commission

# Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota Assessment District Tyrol Township  
County of Corrigan Property I.D. No. 09-0000-02425-000  
Name Bernard + Genevieve Zimpich Telephone No. David - 797-3426  
Address 1107 Burrud Ave NE Coopers town, ND 58425-7135

Legal description of the property involved in this application:

SW 4 4-147-59 A-160.00

Total true and full value of the property described above for the year 2013 is:

Land \$ 94,488 -  
Improvements \$ -  
Total \$ 94,488  
(1)

Total true and full value of the property described above for the year 2013 should be:

Land \$ 76,858 -  
Improvements \$ -  
Total \$ 76,858  
(2)

The difference of \$ 17,630 - true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit according to N.D.C.C. § 57-02-08.1. Attach a copy of Homestead Credit Application.
- 10. Other (explain) Soil modifiers NOT used CORRECTLY.  
modifier for Rocks -

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ \_\_\_\_\_ Date of purchase: \_\_\_\_\_  
Terms: Cash \_\_\_\_\_ Contract \_\_\_\_\_ Trade \_\_\_\_\_ Other (explain) \_\_\_\_\_  
Was there personal property involved in the purchase price? \_\_\_\_\_ Estimated value: \$ \_\_\_\_\_  
yes/no
2. Has the property been offered for sale on the open market? \_\_\_\_\_ If yes, how long? \_\_\_\_\_  
yes/no  
Asking price: \$ \_\_\_\_\_ Terms of sale: \_\_\_\_\_
3. The property was independently appraised: \_\_\_\_\_ Purpose of appraisal: \_\_\_\_\_  
yes/no  
Market value estimate: \$ \_\_\_\_\_  
Appraisal was made by whom? \_\_\_\_\_
4. The applicant's estimate of market value of the property involved in this application is \$ \_\_\_\_\_
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): \_\_\_\_\_

Applicant asks that \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

David J. Anderson / Tax Director 1/14/14 Bernard Zimpich 2-25-14  
Signature of Preparer (if other than applicant) Date Signature of Applicant Date

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of Tyrol Township

On April 14 2014, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be Approved for reduction on value of this parcel; and also for the future years.

Dated this 14<sup>th</sup> day of April, 2014. Jue Brooks  
City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was \_\_\_\_\_ by action of \_\_\_\_\_ County Board of Commissioners.  
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ \_\_\_\_\_. The Board accepts \$ \_\_\_\_\_ in full settlement of taxes for the tax year \_\_\_\_\_.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. \_\_\_\_\_

Dated \_\_\_\_\_

County Auditor \_\_\_\_\_ Chairperson \_\_\_\_\_

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor \_\_\_\_\_ Date \_\_\_\_\_

**Application For Abatement  
Or Refund Of Taxes**

---

Name of Applicant \_\_\_\_\_

County Auditor's File No. \_\_\_\_\_

Date Application Was Filed With The County Auditor 4-22-14

Date County Auditor Mailed Application to Township Clerk or City Auditor \_\_\_\_\_  
(must be within five business days of filing date)

RURAL LAND OWNER - DATA SHEET  
 ZIMPRICH, BERNARD A & COUNTY GRIGGS COUNTY

GENEVIEVE M PARCEL NUMBER 09 0000 02425 000  
 1107 BURREL AVE NE  
 COOPERSTOWN ND 58425-7135

SECTION 04  
 TOWNSHIP 147 TYROL TOWNSHIP  
 RANGE 059

DISTRICT 0918000001 TYROL-9/SCHL-18/AMB-1

LEGAL DESCRIPTION: SW1/4 4-147-59 A-160.00

MODIFIER CODES: E. Erosion  
 R. Rocks

SOIL TYPE	SOIL CLASS	INDEX	MAX PRICE	MODIFIED PRICE	NUMBER ACRES	VALUE OF LAND
G221A	20	80	857.00	Emrick-Cathay Loams	857.00 4.37	\$3,745.09
G229B	27	73	782.00	Heimdal-Emrick Loams	782.00 19.37	\$12,117.87
	R=	20.00%				
G231B	30	70	750.00	Embden-Heimdal Complex	750.00 2.61	\$1,957.50
G233C	37	63	675.00	Esmond-Heimdal-Darnen Loams	675.00 12.35	\$8,336.25
G233D	50	50	536.00	Esmond-Heimdal-Darnen Loams	536.00 0.00	\$0.00
G304B	65	35	109.00	Binford-Coe Complex	109.00 5.51	\$600.59
G304C	80	20	63.00	Coe-Binford Complex	63.00 0.99	\$62.37
G377B	31	69	739.00	Embden-Egeland Fine Sandy Loam	739.00 37.36	\$22,087.23
	E=	10.00%	R= 10.00%			
G431A	7	93	996.00	Bearden Silt Loam	996.00 0.24	\$239.04
G477B	11	89	954.00	Gardena-Eckman Silt Loams	954.00 15.00	\$12,879.00
	E=	10.00%				
G523A	10	90	281.00	Lowe Loam, Channeled	281.00 14.26	\$4,007.06
G477B	11	89	954.00	Gardena-Eckman Silt Loams	954.00 2.76	\$2,106.43
	R=	20.00%				
805	85	15	40.00	Marsh	40.00 5.00	\$200.00
803	90	10	0.00	Roads	0.00 3.00	\$0.00
804	85	15	40.00	Shelterbelts	40.00 4.00	\$160.00
800	85	15	40.00	Woodlands	40.00 4.00	\$160.00
G233C-NC	10	63	281.00	Esmond-Heimdal-Darnen-Noncrop	281.00 8.00	\$2,248.00
G233D-NC	10	50	281.00	Esmond-Heimdal-Darnen-NonCrop	281.00 21.18	\$5,951.58

R. Rocks

SOIL TYPE	SOIL CLASS INDEX	MAX PRICE	MODIFIED PRICE	NUMBER ACRES	VALUE OF LAND
** UNMODIFIED			546.04	160.00	\$87,366.90
** MODIFIED			480.36	160.00	\$76,858.00
TOTAL ESTIMATED TRUE AND FULL VALUE					\$76,858.00
ASSESSED VALUE OF PROPERTY					\$38,429.00
ASSESSED VALUES-----LAND-----		---STRUCTURES---		-----TOTALS----- ACRES	
AGRICULT	76,858	38,429		76,858	38,429 160.00
COMMER					
RESIDENT					
* * TOTAL	76,858	38,429		76,858	38,429
TAXABLE VALUE					\$3,843.00



# Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota Assessment District Tyrol Township  
County of Corings Property I.D. No. 09-000-02426-000  
Name Bernard & Genevieve Zimprich Telephone No. David 797-3426  
Address 1107 Burriel Ave NE Cooperstown, ND 58425-7135  
Legal description of the property involved in this application:  
W2 of SE4 and W2 of NW4 4-147-59 A-160.39

Total true and full value of the property described above for the year 2013 is:

Land \$ 93,862  
Improvements \$ -  
Total \$ 93,862  
(1)

Total true and full value of the property described above for the year 2013 should be:

Land \$ 73,060 -  
Improvements \$ -  
Total \$ 73,060 -  
(2)

The difference of \$ 20,802 - true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit according to N.D.C.C. § 57-02-08.1. Attach a copy of Homestead Credit Application.
- 10. Other (explain) Soil modifier for Rock not used.

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ \_\_\_\_\_ Date of purchase: \_\_\_\_\_  
Terms: Cash \_\_\_\_\_ Contract \_\_\_\_\_ Trade \_\_\_\_\_ Other (explain) \_\_\_\_\_  
Was there personal property involved in the purchase price? \_\_\_\_\_ Estimated value: \$ \_\_\_\_\_  
yes/no
2. Has the property been offered for sale on the open market? \_\_\_\_\_ If yes, how long? \_\_\_\_\_  
yes/no  
Asking price: \$ \_\_\_\_\_ Terms of sale: \_\_\_\_\_
3. The property was independently appraised: \_\_\_\_\_ Purpose of appraisal: \_\_\_\_\_  
yes/no  
Market value estimate: \$ \_\_\_\_\_  
Appraisal was made by whom? \_\_\_\_\_
4. The applicant's estimate of market value of the property involved in this application is \$ \_\_\_\_\_
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): \_\_\_\_\_

Applicant asks that \_\_\_\_\_

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Bernard Zimprich Tax Director 1/14/14 Bernard Zimprich 8-5-14  
Signature of Preparer (if other than applicant) Date Signature of Applicant Date

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of Tyrol Township

On April 14, 2014, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be Approved for reduction on value of this parcel; And also for the future years.

Dated this 14th day of April 2014. Shirley Brooks  
City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was \_\_\_\_\_ by action of \_\_\_\_\_ County Board of Commissioners.  
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ \_\_\_\_\_. The Board accepts \$ \_\_\_\_\_ in full settlement of taxes for the tax year \_\_\_\_\_.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. \_\_\_\_\_

Dated \_\_\_\_\_

County Auditor

Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest? yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor

Date

Application For Abatement  
Or Refund Of Taxes

Name of Applicant

County Auditor's File No.

Date Application Was Filed With The County Auditor

4-22-14

Date County Auditor Mailed Application to Township Clerk or City Auditor

(must be within five business days of filing date)

RURAL LAND OWNER - DATA SHEET  
 ZIMPRICH, BERNARD A & COUNTY GRIGGS COUNTY

GENEVIEVE M  
 1107 BURREL AVE NE  
 COOPERSTOWN ND 58425-7135

PARCEL NUMBER 09 0000 02426 000  
 SECTION 04  
 TOWNSHIP 147 TYROL TOWNSHIP  
 RANGE 059

DISTRICT 0913000001 TYROL-9/SCHL-18/AMB-1

LEGAL DESCRIPTION: W1/2 OF SE1/4, W1/2 OF NW1/4 4-147-59 A-160.39

MODIFIER CODES: E. Erosion  
 R. Rocks

SOIL TYPE	SOIL CLASS	INDEX	MAX PRICE	MODIFIED PRICE	NUMBER ACRES	VALUE OF LAND
G119A	10	90	281.00	Vallers-Hamerly Loams, Saline	3.69	\$1,036.89
G210A	17	83	890.00	Fram-Tonka Complex	7.25	\$6,452.50
G221A	20	80	857.00	Emrick-Cathay Loams	4.32	\$3,702.24
G229B	27	73	782.00	Heimdal-Emrick Loams	41.82	\$26,162.59
	R=	20.00%		625.60		
G229C	45	55	590.00	Heimdal-Esmond-Sisseton Loams	9.65	\$5,693.50
G231B	30	70	750.00	Embden-Heimdal Complex	0.00	\$0.00
G233C	37	63	675.00	Esmond-Heimdal-Darnen Loams	7.76	\$5,238.00
G233D	50	50	536.00	Esmond-Heimdal-Darnen Loams	10.61	\$5,686.96
G377B	31	69	739.00	Embden-Egeland Fine Sandy Loam	10.13	\$5,988.86
	E=	10.00%	R= 10.00%	591.20		
G477B	11	89	954.00	Gardena-Eckman Silt Loams	4.18	\$2,791.40
	R=	30.00%		667.80		
G523A	10	90	281.00	Lowe Loam, Channeled	8.28	\$2,326.68
803	90	10	0.00	Roads	2.00	\$0.00
804	85	15	40.00	Shelterbelts	10.00	\$400.00
805	85	15	40.00	Marsh	16.00	\$640.00
G229C-NC	10	55	281.00	Heimdal-Esmond-Sisseton-NonCro	2.00	\$562.00
G231B-NC	10	70	281.00	Embden-Heimdal Complex-NonCr	4.70	\$1,320.70
G233D-NC	10	50	281.00	Esmond-Heimdal-Darnen-NonCrop	18.00	\$5,058.00

R. Rocks

SOIL TYPE	SOIL CLASS INDEX	MAX PRICE	MODIFIED PRICE	NUMBER ACRES	VALUE OF LAND
** UNMODIFIED			513.09	160.39	\$82,294.50
** MODIFIED			455.51	160.39	\$73,060.00
TOTAL ESTIMATED TRUE AND FULL VALUE					\$73,060.00
ASSESSED VALUE OF PROPERTY					\$36,530.00
ASSESSED VALUES-----LAND-----			---STRUCTURES---		-----TOTALS----- ACRES
AGRICULT	73,060	36,530	73,060	36,530	160.39
COMMER					
RESIDENT					
* * TOTAL	73,060	36,530	73,060	36,530	
TAXABLE VALUE					\$3,653.00

# Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota  
County of Griggs  
Name Melvin STOKKA  
Address 10321 CO RD 2 Binford, ND 58416-9430

Assessment District Willow  
Property I.D. No. 15-0000-03513-000  
Telephone No. \_\_\_\_\_

Legal description of the property involved in this application:

NW4, N2SW4, SW4 NE4 Lots 1+2  
W2 SE4 6-148-60 A.-352.45.

Total true and full value of the property described above for the year 2012 is:

Land \$ 133268  
Improvements \$ \_\_\_\_\_  
Total \$ 133268  
(1)

Total true and full value of the property described above for the year 2012 should be:

Land \$ 131700  
Improvements \$ \_\_\_\_\_  
Total \$ 131700  
(2)

The difference of \$ 1568 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit according to N.D.C.C. § 57-02-08.1. Attach a copy of Homestead Credit Application.
- 10. Other (explain) Modifier for Rocks

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ \_\_\_\_\_ Date of purchase: \_\_\_\_\_  
Terms: Cash \_\_\_\_\_ Contract \_\_\_\_\_ Trade \_\_\_\_\_ Other (explain) \_\_\_\_\_  
Was there personal property involved in the purchase price? \_\_\_\_\_ Estimated value: \$ \_\_\_\_\_  
yes/no

2. Has the property been offered for sale on the open market? \_\_\_\_\_ If yes, how long? \_\_\_\_\_  
yes/no  
Asking price: \$ \_\_\_\_\_ Terms of sale: \_\_\_\_\_

3. The property was independently appraised: \_\_\_\_\_ Purpose of appraisal: \_\_\_\_\_  
yes/no  
Market value estimate: \$ \_\_\_\_\_  
Appraisal was made by whom? \_\_\_\_\_

4. The applicant's estimate of market value of the property involved in this application is \$ \_\_\_\_\_

5. The estimated agricultural productive value of this property is excessive because of the following condition(s): \_\_\_\_\_

Applicant asks that \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter that this application is, to the best of my knowledge and belief, a true and correct application.

Barbara J. Anderson / Assessor  
Signature of Preparer (if other than applicant) \_\_\_\_\_ Date \_\_\_\_\_  
Melvin Stokka  
Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of WILLOW TWP.

On 4-14-14, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be accepted.

Dated this 14<sup>th</sup> day of April, 2014. [Signature]  
City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was Approved/Rejected by action of GRIGGS County Board of Commissioners.

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ 6664 to \$ 6585 and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ 22.32. The Board accepts \$ 1860.13 in full settlement of taxes for the tax year 2012.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached.

Dated \_\_\_\_\_  
County Auditor \_\_\_\_\_ Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
2012	6664	1882.45	12-18-12	yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes
2012	79	22.32 - 5% = \$21.20

County Auditor \_\_\_\_\_ Date \_\_\_\_\_

Application For Abatement Or Refund Of Taxes				
Name of Applicant	County Auditor's File No.	Date Application Was Filed With The County Auditor	Date County Auditor Mailed Application to Township Clerk or City Auditor	(must be within five business days of filing date)

RURAL LAND OWNER - DATA SHEET  
STOKKA, MELVYN COUNTY GRIGGS COUNTY

PARCEL NUMBER 15 0000 03513 000

10321 CO RD 2

BINFORD ND 58416-9430

SECTION 06  
TOWNSHIP 148 WILLOW TOWNSHIP  
RANGE 060

DISTRICT 1507020001 WILLOW-15/SCHL-7/FIRE-2

LEGAL DESCRIPTION: NW1/4, N1/2 OF SW1/4, SW1/4 OF NE1/4 LOTS 1 AND 2,  
W1/2 OF SE1/4 6-148-60 A-352.45

MODIFIER CODES: R. Rocks

SOIL TYPE	SOIL CLASS	INDEX	MAX PRICE	MODIFIED PRICE	NUMBER ACRES	VALUE OF LAND
G101A	15	85	827.00	827.00	0.03	\$24.81
G119A	10	90	255.00	255.00	32.94	\$8,399.70
G143B	14	86	837.00	837.00	14.67	\$12,278.79
G211A	15	85	827.00	827.00	8.37	\$6,921.99
G229B	27	73	711.00	711.00	46.15	\$32,812.65
G229C	45	55	536.00	482.40	29.27	\$14,119.85
R= 10.00%						
G229D	25	75	212.00	212.00	27.47	\$5,823.64
G229F	55	45	127.00	127.00	41.70	\$5,295.90
G233C	37	63	614.00	614.00	0.71	\$435.94
G233D	50	50	487.00	487.00	10.57	\$5,147.59
G384B	48	52	506.00	506.00	26.23	\$13,272.38
G43A	32	68	662.00	662.00	34.25	\$22,673.50
G4A	40	60	170.00	170.00	0.00	\$0.00
G750D	45	55	156.00	156.00	13.96	\$2,177.76
800	85	15	35.00	35.00	7.00	\$245.00
805	85	15	35.00	35.00	59.13	\$2,069.55
** UNMODIFIED PRICE PER ACRE AND TOTAL				378.12	352.45	\$133,267.92
** MODIFIED PRICE PER ACRE AND TOTAL				373.67	352.45	\$131,700.00
TOTAL ESTIMATED TRUE AND FULL VALUE						\$131,700.00
ASSESSED VALUE OF PROPERTY						\$65,850.00
ASSESSED VALUES-----LAND-----				---	---	---
AGRICULT	131,700	65,850			131,700	65,850
COMMER						
RESIDENT						
** TOTAL	131,700	65,850			131,700	65,850
TAXABLE VALUE						\$6,585.00

133268  
131700  
-----  
1568

Duff

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota Assessment District Willow
County of Griggs Property I.D. No. 15-0000-03514-00
Name Melvin STOKKA Telephone No.
Address 10321 CORDZ Bismarck ND 58416-9430

Legal description of the property involved in this application:
SE4 NE4, E2 E2 SE4 6-148-60 A-80.

Total true and full value of the property described above for the year 2012 is:
Land \$ 29364
Improvements \$ -
Total \$ 29364 (1)

Total true and full value of the property described above for the year 2012 should be:
Land \$ 15,588
Improvements \$ -
Total \$ 15,588 (2)

The difference of \$ 15,588 - true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
2. Residential or commercial property's true and full value exceeds the market value
3. Error in property description, entering the description, or extending the tax
4. Nonexisting improvement assessed
5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
6. Duplicate assessment
7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
8. Error in noting payment of taxes, taxes erroneously paid
9. Property qualifies for Homestead Credit according to N.D.C.C. § 57-02-08.1. Attach a copy of Homestead Credit Application.
10. Other (explain) CROPLAND CHANGED TO NON CROPLAND

NOT ABLE TO FARM IT.

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.
1. Purchase price of property: \$ Date of purchase:
Terms: Cash Contract Trade Other (explain)
Was there personal property involved in the purchase price? yes/no Estimated value: \$
2. Has the property been offered for sale on the open market? yes/no If yes, how long?
Asking price: \$ Terms of sale:
3. The property was independently appraised: yes/no Purpose of appraisal:
Market value estimate: \$
Appraisal was made by whom?
4. The applicant's estimate of market value of the property involved in this application is \$
5. The estimated agricultural productive value of this property is excessive because of the following condition(s):

Applicant asks that

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) Date Signature of Applicant Date



Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of WILLOW Twp.

On 4-14-14, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be approved

Dated this 14<sup>th</sup> day of April, 2014 Robert Depp  
City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was \_\_\_\_\_ by action of GRIGGS County Board of Commissioners  
Approval/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ 1468 to \$ 779 and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ 194.63. The Board accepts \$ 220.05 in full settlement of taxes for the tax year 2012.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached \_\_\_\_\_

Dated \_\_\_\_\_  
County Auditor \_\_\_\_\_ Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
<u>2012</u>	<u>1468</u>	<u>414.68</u>	<u>12-18-12</u>	<u>yes</u>

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes
<u>2012</u>	<u>689</u>	<u>194.63 - 500 = \$184.89</u>

County Auditor \_\_\_\_\_ Date \_\_\_\_\_

**Application For Abatement  
Or Refund Of Taxes**

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Name of Applicant \_\_\_\_\_

County Auditor's File No. \_\_\_\_\_

Date Application Was Filed With The County Auditor \_\_\_\_\_

Date County Auditor Mailed Application to Township Clerk or City Auditor \_\_\_\_\_

(must be within five business days of filing date)

RURAL LAND OWNER - DATA SHEET  
STOKKA, MELVYN COUNTY GRIGGS COUNTY

PARCEL NUMBER 15 0000 03514 000

10321 CO RD 2  
BINFORD ND 58416-9430

SECTION 06  
TOWNSHIP 148 WILLOW TOWNSHIP  
RANGE 060

DISTRICT 1507020001 WILLOW-15/SCHL-7/FIRE-2

LEGAL DESCRIPTION: SE1/4 OF NE1/4, E1/2 OF E1/2 OF SE1/4 6-148-60 A-8  
0.00

MODIFIER CODES:

SOIL TYPE	SOIL CLASS	INDEX	MAX PRICE	MODIFIED PRICE	NUMBER ACRES	VALUE OF LAND
G119A	10	90	255.00	Vallers-Hamerly Loams, Saline	2.71	\$691.05
G211A	15	85	827.00	Fram-Wyard Loams	0.00	\$0.00
G229B	27	73	711.00	Heimdal-Emrick Loams	0.00	\$0.00
G229C	45	55	536.00	Heimdal-Esmond-Sisseton Loams	0.00	\$0.00
G233D	50	50	487.00	Esmond-Heimdal-Darnen Loams	0.00	\$0.00
G4A	40	60	170.00	Southam Silty Clay Loam	0.00	\$0.00
805	85	15	35.00	Marsh	30.11	\$1,053.85
G211A-NC	10	85	255.00	Fran-Wyard Loams-Noncrop	5.85	\$1,491.75
G229B-NC	10	73	255.00	Heimdal-Emrick Loams-NonCrop	9.50	\$2,422.50
G229C-NC	10	55	255.00	Heimdal-Esmond-Sisseton-NonCro	10.72	\$2,733.60
G233D-NC	10	50	255.00	Esmond-Heimdal-Darnen-NonCrop	21.11	\$5,383.05
** UNMODIFIED PRICE PER ACRE AND TOTAL			172.20		80.00	\$13,775.80
** MODIFIED PRICE PER ACRE AND TOTAL			172.20		80.00	\$13,776.00
TOTAL ESTIMATED TRUE AND FULL VALUE						\$13,776.00
ASSESSED VALUE OF PROPERTY						\$6,888.00
ASSESSED VALUES-----LAND-----	---		STRUCTURES----	-----TOTALS-----		ACRES
AGRICULT	13,776	6,888		13,776	6,888	80.00
COMMER						
RESIDENT						
* * TOTAL	13,776	6,888		13,776	6,888	
TAXABLE VALUE						\$689.00

29364  
 13776  
 -----  
 15,588

DH

**Application For Abatement Or Refund Of Taxes**  
North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota Assessment District Willow  
 County of Griggs Property I.D. No. 15-0000-03517-000  
 Name Meloy N STOKKA Telephone No. \_\_\_\_\_  
 Address 10321 Co RD 2 Binford, ND 58416-9430

Legal description of the property involved in this application:  
NE 4 7-148-60 A-160 00

Total true and full value of the property described above for the year 2012 is:  
 Land \$ 57494  
 Improvements \$ —  
 Total \$ 57494  
 (1)

Total true and full value of the property described above for the year 2012 should be:  
 Land \$ 53168  
 Improvements \$ —  
 Total \$ 53168  
 (2)

The difference of \$ 4,326 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit according to N.D.C.C. § 57-02-08. Attach a copy of Homestead Credit Application.
- 10. Other (explain) Mod. fix for Rocks

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ \_\_\_\_\_ Date of purchase: \_\_\_\_\_  
 Terms: Cash \_\_\_\_\_ Contract \_\_\_\_\_ Trade \_\_\_\_\_ Other (explain) \_\_\_\_\_  
 Was there personal property involved in the purchase price? \_\_\_\_\_ Estimated value: \$ \_\_\_\_\_  
 yes/no

2. Has the property been offered for sale on the open market? \_\_\_\_\_ If yes, how long? \_\_\_\_\_  
 yes/no  
 Asking price: \$ \_\_\_\_\_ Terms of sale: \_\_\_\_\_

3. The property was independently appraised: \_\_\_\_\_ Purpose of appraisal: \_\_\_\_\_  
 yes/no  
 Market value estimate: \$ \_\_\_\_\_  
 Appraisal was made by whom? \_\_\_\_\_

4. The applicant's estimate of market value of the property involved in this application is \$ \_\_\_\_\_

5. The estimated agricultural productive value of this property is excessive because of the following condition(s): \_\_\_\_\_

Applicant asks that \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Barbara Andersen Assessor Signature of Preparer (if other than applicant) Date \_\_\_\_\_  
Meloy N Stokka Signature of Applicant Date \_\_\_\_\_

Recommendation of the governing board of WILLOW TOWNSHIP

On 4-14-14, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be approved

Dated this 14<sup>th</sup> day of April 2014 [Signature]  
City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was Approved/Rejected by action of GRIGGS County Board of Commissioners.

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ 2875 to \$ 2658 and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ 61.30. The Board accepts \$ 750.83 in full settlement of taxes for the tax year 2012.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached

Dated \_\_\_\_\_  
County Auditor \_\_\_\_\_ Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest? yes/no
2012	2875	812.17	12-18-12	yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes
2012	217	61.30 - 570 = 458.23

County Auditor \_\_\_\_\_ Date \_\_\_\_\_

Application For Abatement Or Refund Of Taxes				
	Name of Applicant	County Auditor's File No.	Date Application Was Filed With The County Auditor	Date County Auditor Mailed Application to Township Clerk or City Auditor <small>(must be within five business days of filing date)</small>

RURAL LAND OWNER - DATA SHEET  
STOKKA, MELVYN COUNTY GRIGGS COUNTY

PARCEL NUMBER 15 0000 03517 000

10321 CO RD 2  
BINFORD ND 58416-9430

SECTION 07  
TOWNSHIP 148 WILLOW TOWNSHIP  
RANGE 060

DISTRICT 1507020001 WILLOW-15/SCHL-7/FIRE-2

LEGAL DESCRIPTION: NE1/4 7-148-60 A-160.00

MODIFIER CODES: R. Rocks

SOIL TYPE	SOIL CLASS	INDEX	MAX PRICE	MODIFIED PRICE	NUMBER ACRES	VALUE OF LAND
G210A	17	83	809.00 Fram-Tonka Complex	809.00	13.71	\$11,091.39
G211A	15	85	827.00 Fram-Wyard Loams	661.60	4.72	\$3,122.75
	R=	20.00%				
G229B	27	73	711.00 Heimdal-Emrick Loams	639.90	49.88	\$31,918.21
	R=	10.00%				
G229C	45	55	536.00 Heimdal-Esmond-Sisseton Loams	536.00	2.08	\$1,114.88
G229D	25	75	212.00 Heimdal-Esmond-Sisseton Loams	212.00	2.22	\$470.64
G233D	50	50	487.00 Esmond-Heimdal-Darnen Loams	487.00	0.05	\$24.35
G3A	33	67	652.00 Parnell Silty Clay Loam	652.00	0.00	\$0.00
G4A	40	60	170.00 Southam Silty Clay Loam	170.00	0.00	\$0.00
G805A	40	60	170.00 Bearden-Colvin Silt Loams Sali	170.00	17.93	\$3,048.10
800	85	15	35.00 Woodlands	35.00	22.00	\$770.00
803	90	10	0.00 Roads	0.00	1.50	\$0.00
804	85	15	35.00 Shelterbelts	35.00	0.25	\$8.75
805	85	15	35.00 Marsh	35.00	45.66	\$1,598.10
** UNMODIFIED PRICE PER ACRE AND TOTAL				359.34	160.00	\$57,494.33
** MODIFIED PRICE PER ACRE AND TOTAL				332.30	160.00	\$53,168.00
TOTAL ESTIMATED TRUE AND FULL VALUE						\$53,168.00
ASSESSED VALUE OF PROPERTY						\$26,584.00
ASSESSED VALUES-----LAND-----						
AGRICULT	53,168		26,584		53,168	26,584
COMMER						
RESIDENT						
* * TOTAL	53,168		26,584		53,168	26,584
TAXABLE VALUE						\$2,658.00

57494  
53168  


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4326

# Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota Assessment District Willow  
County of Conrags Property I.D. No. 15-0000-03524-000  
Name Melvin Stokka Telephone No. \_\_\_\_\_  
Address 10321 CO RD 2 Binfoid, ND 58416-8430

Legal description of the property involved in this application:

E2 W2 S-148-60 A.-160.00

Total true and full value of the property described above for the year 2012

Land \$ 91308  
Improvements \$ \_\_\_\_\_  
Total \$ 91308  
(1)

Total true and full value of the property described above for the year 2012 should be:

Land \$ 82034  
Improvements \$ \_\_\_\_\_  
Total \$ 82034  
(2)

The difference of \$ 9274 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit according to N.D.C.C. § 57-02-08. Attach a copy of Homestead Credit Application.
- 10. Other (explain) Modifier for Rocks

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ \_\_\_\_\_ Date of purchase: \_\_\_\_\_  
Terms: Cash \_\_\_\_\_ Contract \_\_\_\_\_ Trade \_\_\_\_\_ Other (explain) \_\_\_\_\_  
Was there personal property involved in the purchase price? \_\_\_\_\_ Estimated value: \$ \_\_\_\_\_  
yes/no

2. Has the property been offered for sale on the open market? \_\_\_\_\_ If yes, how long? \_\_\_\_\_  
yes/no  
Asking price: \$ \_\_\_\_\_ Terms of sale: \_\_\_\_\_

3. The property was independently appraised: \_\_\_\_\_ Purpose of appraisal: \_\_\_\_\_  
yes/no  
Market value estimate: \$ \_\_\_\_\_  
Appraisal was made by whom? \_\_\_\_\_

4. The applicant's estimate of market value of the property involved in this application is \$ \_\_\_\_\_

5. The estimated agricultural productive value of this property is excessive because of the following condition(s): \_\_\_\_\_

Applicant asks that \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Barbara J. Anderson Assessor \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Preparer (if other than applicant) Signature of Applicant

Melvin Stokka \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Applicant

Recommendation of the governing board of WILLOW TWP

On 4-14-14, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be approved

Dated this 14<sup>th</sup> day of April, 2014. [Signature]  
City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was \_\_\_\_\_ by action of GRIGGS County Board of Commissioners  
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ 4565 to \$ 4102 and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ 130.79. The Board accepts \$ 1158.73 in full settlement of taxes for the tax year 2012.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached.

Dated \_\_\_\_\_

County Auditor \_\_\_\_\_ Chairperson \_\_\_\_\_

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
2012	4565	1289.52	12-18-12	yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes
2012	463	130.79 - 5% = \$124.25

County Auditor \_\_\_\_\_ Date \_\_\_\_\_

**Application For Abatement  
Or Refund Of Taxes**

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Name of Applicant \_\_\_\_\_

County Auditor's File No. \_\_\_\_\_

Date Application Was Filed With The County Auditor \_\_\_\_\_

Date County Auditor Mailed Application to Township Clerk or City Auditor \_\_\_\_\_

(must be within five business days of filing date)

RURAL LAND OWNER - DATA SHEET  
STOKKA, MELVYN COUNTY GRIGGS COUNTY

PARCEL NUMBER 15 0000 03524 000

10321 CO RD 2

BINFORD ND 58416-9430

SECTION 08  
TOWNSHIP 148 WILLOW TOWNSHIP  
RANGE 060

DISTRICT 1507020001 WILLOW-15/SCHL-7/FIRE-2

LEGAL DESCRIPTION: E1/2 OF W1/2 8-148-60 A-160.00

MODIFIER CODES: R. Rocks

SOIL TYPE	SOIL CLASS INDEX	MAX PRICE	MODIFIED PRICE	NUMBER ACRES	VALUE OF LAND
G119A	10 90	255.00	Vallers-Hamerly Loams, Saline	0.45	\$114.75
G211A	15 85	827.00	Fran-Wyard Loams	23.38	\$19,335.26
G229A	15 85	827.00	Heimdal-Emrick Loams	21.70	\$17,945.90
G229B	27 73	711.00	Heimdal-Emrick Loams	65.21	\$37,091.45
	R= 20.00%				
G229C	45 55	536.00	Heimdal-Esmond-Sisseton Loams	6.48	\$3,473.28
G229D	25 75	212.00	Heimdal-Esmond-Sisseton Loams	2.96	\$627.52
G304C	80 20	57.00	Coe-Binford Complex	4.06	\$231.42
G304E	80 20	57.00	Coe-Binford Sandy Loams	0.77	\$43.89
G4A	40 60	170.00	Southam Silty Clay Loam	0.00	\$0.00
G805A	40 60	170.00	Bearden-Colvin Silt Loams Sali	14.55	\$2,473.50
803	90 10	0.00	Roads	0.50	\$0.00
805	85 15	35.00	Marsh	19.94	\$697.90
** UNMODIFIED PRICE PER ACRE AND TOTAL				570.67 160.00	\$91,307.73
** MODIFIED PRICE PER ACRE AND TOTAL				512.71 160.00	\$82,034.00
TOTAL ESTIMATED TRUE AND FULL VALUE					\$82,034.00
ASSESSED VALUE OF PROPERTY					\$41,017.00
ASSESSED VALUES-----LAND-----			---STRUCTURES----	-----TOTALS-----	ACRES
AGRICULT	82,034	41,017		82,034	41,017 160.00
COMMER					
RESIDENT					
** TOTAL	82,034	41,017		82,034	41,017
TAXABLE VALUE					\$4,102.00

91308  
82034  
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9274

Duff





Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of WILLOW TWP

On 4-14-14, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be approved

Dated this 14<sup>th</sup> day of April 2014  
 \_\_\_\_\_  
 City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was \_\_\_\_\_ by action of G. RIGGS County Board of Commissioners.  
 Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ 3475 to \$ 3290 and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ 52.26. The Board accepts \$ 929.36 in full settlement of taxes for the tax year 2012.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached.

Dated \_\_\_\_\_  
 \_\_\_\_\_  
 County Auditor Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
<u>2012</u>	<u>3475</u>	<u>981.62</u>	<u>12-18-12</u>	<u>yes/no</u>

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes
<u>2012</u>	<u>185</u>	<u>952.26 - 570 = \$479.64</u>

\_\_\_\_\_  
 County Auditor Date

**Application For Abatement  
Or Refund Of Taxes**

Name of Applicant \_\_\_\_\_

County Auditor's File No. \_\_\_\_\_

Date Application Was Filed With The County Auditor \_\_\_\_\_

Date County Auditor Mailed Application to Township Clerk or City Auditor \_\_\_\_\_  
(must be within five business days of filing date)

RURAL LAND OWNER - DATA SHEET  
STOKKA, MELVYN COUNTY GRIGGS COUNTY

PARCEL NUMBER 15 0000 03525 000

10321 CO RD 2  
BINFORD ND 58416-9430

SECTION 08  
TOWNSHIP 148 WILLOW TOWNSHIP  
RANGE 060

DISTRICT 1507020001 WILLOW-15/SCHL-7/FIRE-2

LEGAL DESCRIPTION: W1/2 OF W1/2 8-148-60 A-160.00 (OCC/NF)

MODIFIER CODES: R. Rocks

SOIL TYPE	SOIL CLASS	INDEX	MAX PRICE	MODIFIED PRICE	NUMBER ACRES	VALUE OF LAND
G211A	15	85	827.00 Fram-Wyard Loams	827.00	19.60	\$16,209.20
G229A	15	85	827.00 Heimdal-Emrick Loams	827.00	1.46	\$1,207.42
G229B	27	73	711.00 Heimdal-Emrick Loams	639.90	51.86	\$33,185.21
	R=	10.00%				
G229C	45	55	536.00 Heimdal-Esmond-Sisseton Loams	536.00	20.05	\$10,746.80
G233D	50	50	487.00 Esmond-Heimdal-Darnen Loams	487.00	0.67	\$326.29
G26A	10	90	255.00 Marysland Loam Poorly Drained	255.00	0.23	\$71.40
G304C	80	20	57.00 Cce-Binford Complex	57.00	2.62	\$149.34
G4A	40	60	170.00 Southam Silty Clay Loan	170.00	0.00	\$0.00
G805A	40	60	170.00 Bearden-Colvin Silt Loams Sali	170.00	13.28	\$2,257.60
800	85	15	35.00 Woodlands	35.00	13.00	\$455.00
803	90	10	0.00 Roads	0.00	2.00	\$0.00
804	85	15	35.00 Shelterbelts	35.00	15.50	\$542.50
805	85	15	35.00 Marsh	35.00	18.68	\$653.80
** UNMODIFIED PRICE PER ACRE AND TOTAL				437.06	159.00	\$69,491.81
** MODIFIED PRICE PER ACRE AND TOTAL				413.86	159.00	\$65,804.00
TOTAL ESTIMATED TRUE AND FULL VALUE						\$65,804.00
ASSESSED VALUE OF PROPERTY						\$32,902.00
ASSESSED VALUES-----LAND-----			---STRUCTURES---		-----TOTALS-----	ACRES
AGRICULT	65,804	32,902		65,804	32,902	159.00
COMMER						
RESIDENT	750	375	10,200	5,100	10,950	5,475
* * TOTAL	66,554	33,277	10,200	5,100	76,754	38,377
TAXABLE VALUE						\$3,783.00

69492  
65804

3688

Page 115

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota Assessment District Willow
County of Coriiggs Property I.D. No. 15-0000-03526-000
Name Melvin STOLKA Telephone No.
Address 10321 CO RD 2 Bimford, ND 58416-843

Legal description of the property involved in this application:
SE4 LESS .15 Acre ROAD LESS 4.19 Acres Rd R/W
8-148-60 A-155.66

Total true and full value of the property described above for the year 2012 is:
Land \$ 58782
Improvements \$ -
Total \$ 58782 (1)

Total true and full value of the property described above for the year 2012 should be:
Land \$ 50982
Improvements \$ -
Total \$ 50982 (2)

The difference of \$ 7800 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
2. Residential or commercial property's true and full value exceeds the market value
3. Error in property description, entering the description, or extending the tax
4. Nonexisting improvement assessed
5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
6. Duplicate assessment
7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
8. Error in noting payment of taxes, taxes erroneously paid
9. Property qualifies for Homestead Credit according to N.D.C.C. § 57-02-08.1. Attach a copy of Homestead Credit Application.
10. Other (explain) Modifer for Rock

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.
1. Purchase price of property: \$ Date of purchase:
Terms: Cash Contract Trade Other (explain)
Was there personal property involved in the purchase price? yes/no Estimated value: \$
2. Has the property been offered for sale on the open market? yes/no If yes, how long?
Asking price: \$ Terms of sale:
3. The property was independently appraised: yes/no Purpose of appraisal:
Market value estimate: \$
Appraisal was made by whom?
4. The applicant's estimate of market value of the property involved in this application is \$
5. The estimated agricultural productive value of this property is excessive because of the following condition(s):

Applicant asks that

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05 1

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) Date Signature of Applicant Date

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of WILLOW TWP.

On 4-14-14, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be approved.

Dated this 14<sup>th</sup> day of April, 2014 [Signature]  
 City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was \_\_\_\_\_ by action of GRIGGS County Board of Commissioners.  
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ 2939 to \$ 2549 and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ 110.17. The Board accepts \$ 720.04 in full settlement of taxes for the tax year 2012.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached.

Dated \_\_\_\_\_  
 County Auditor \_\_\_\_\_ Chairperson \_\_\_\_\_

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
2012	2939	830.21	12-18-12	yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes
2012	390	110.17 - 590 = 4104.66

County Auditor \_\_\_\_\_ Date \_\_\_\_\_

**Application For Abatement  
Or Refund Of Taxes**

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Name of Applicant \_\_\_\_\_

County Auditor's File No. \_\_\_\_\_

Date Application Was Filed With The County Auditor \_\_\_\_\_

Date County Auditor Mailed Application to Township Clerk or City Auditor \_\_\_\_\_  
(must be within five business days of filing date)

RURAL LAND OWNER - DATA SHEET  
BLOKKA, MELVYN COUNTY GRIGGS COUNTY

PARCEL NUMBER 15 0000 03526 000

10321 CO RD 2  
BINFORD ND 58416-9430

SECTION 08  
TOWNSHIP 148 WILLOW TOWNSHIP  
RANGE 060

DISTRICT 1507020001 WILLOW-15/SCHL-7/FIRE-2

LEGAL DESCRIPTION: SE1/4 LESS .15 ACRE ROAD LESS 4.19 ACRES RD R/W 8-  
148-60 A-155.66

MODIFIER CODES: R. Rocks

SOIL TYPE	SOIL CLASS	INDEX	MAX PRICE	MODIFIED PRICE	NUMBER ACRES	VALUE OF LAND
G119A	10	90	255.00	Vallers-Hamerly Loams, Saline	18.84	\$4,804.20
G144B	27	73	711.00	Barnes-Buse Loams	1.13	\$838.98
G211A	15	85	827.00	Fram-Wyard Loams	1.95	\$1,612.65
G229A	15	85	827.00	Heimdal-Emrick Loams	3.40	\$2,811.80
G229B	27	73	711.00	Heimdal-Emrick Loams	54.84	\$31,192.99
	R=	20.00%				
G229C	45	55	536.00	Heimdal-Esmond-Sisseton Loams	10.30	\$5,520.80
G229D	25	75	212.00	Heimdal-Esmond-Sisseton Loams	10.06	\$2,132.72
G43A	32	68	662.00	Colvin Silt Loam	0.28	\$185.36
803	90	10	0.00	Roads	1.00	\$0.00
804	85	15	35.00	Shelterbelts	4.00	\$140.00
805	85	15	35.00	Marsh	49.81	\$1,743.35
** UNMODIFIED PRICE PER ACRE AND TOTAL			377.62	155.66		\$58,781.10
** MODIFIED PRICE PER ACRE AND TOTAL			327.52	155.66		\$50,982.00
TOTAL ESTIMATED TRUE AND FULL VALUE						\$50,982.00
ASSESSED VALUE OF PROPERTY						\$25,491.00
ASSESSED VALUES-----LAND-----				---STRUCTURES----	-----TOTALS-----	ACRES
AGRICULT	50,982	25,491			50,982	25,491 155.66
COMMER						
RESIDENT						
** TOTAL	50,982	25,491			50,982	25,491
TAXABLE VALUE						\$2,549.00

58782  
50982  

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7800

# Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent

State of North Dakota \_\_\_\_\_ Assessment District Willow  
 County of Griggs Property I.D. No. 15-0000-03529-000  
 Name Melvin STOCKA Telephone No. \_\_\_\_\_  
 Address 10321 CO RD 2 Bismarck, ND 58416-943

Legal description of the property involved in this application:  
SW 4 Less 4.33 Acres RDR/W Less 2.3 Acres Deeded.  
9-148-60 A-15397

Total true and full value of the property described above for the year 2012 is:  
 Land \$ 57372  
 Improvements \$ \_\_\_\_\_  
 Total \$ 57372  
 (1)

Total true and full value of the property described above for the year 2012 should be:  
 Land \$ 52500  
 Improvements \$ \_\_\_\_\_  
 Total \$ 52500  
 (2)

The difference of \$ 4872 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit according to N.D.C.C. § 57-12-08.1. Attach a copy of Homestead Credit Application
- 10. Other (explain) Modifer for Rock

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5

1. Purchase price of property: \$ \_\_\_\_\_ Date of purchase: \_\_\_\_\_  
 Terms: Cash \_\_\_\_\_ Contract \_\_\_\_\_ Trade \_\_\_\_\_ Other (explain) \_\_\_\_\_  
 Was there personal property involved in the purchase price? \_\_\_\_\_ Estimated value: \$ \_\_\_\_\_  
 yes/no

2. Has the property been offered for sale on the open market? \_\_\_\_\_ If yes, how long? \_\_\_\_\_  
 yes/no  
 Asking price: \$ \_\_\_\_\_ Terms of sale: \_\_\_\_\_

3. The property was independently appraised: \_\_\_\_\_ Purpose of appraisal: \_\_\_\_\_  
 yes/no  
 Market value estimate: \$ \_\_\_\_\_  
 Appraisal was made by whom? \_\_\_\_\_

4. The applicant's estimate of market value of the property involved in this application is \$ \_\_\_\_\_

5. The estimated agricultural productive value of this property is excessive because of the following condition(s): \_\_\_\_\_

Applicant asks that \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application

[Signature] Assessor Date \_\_\_\_\_ [Signature] Signature of Applicant Date \_\_\_\_\_

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of WILLOW TWP.

On 4-14-14, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be approved

Dated this 14<sup>th</sup> day of April 2014. [Signature]  
City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was \_\_\_\_\_ by action of CRIGGS County Board of Commissioners  
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ 4872 to \$ 2625 and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ 68.93. The Board accepts \$ 741.51 in full settlement of taxes for the tax year 2012.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached.

Dated \_\_\_\_\_  
County Auditor \_\_\_\_\_ Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
2012	4872	810.44	12-18-12	yes (no)

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes
2012	2247	68.93 - 590 = 465.48

County Auditor \_\_\_\_\_ Date \_\_\_\_\_

Application For Abatement  
Or Refund Of Taxes

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Name of Applicant \_\_\_\_\_

County Auditor's File No. \_\_\_\_\_

Date Application Was Filed With The County Auditor \_\_\_\_\_

Date County Auditor Mailed Application to Township Clerk or City Auditor \_\_\_\_\_

(must be within five business days of filing date)



RURAL LAND OWNER - DATA SHEET  
STOKKA, MELVYN COUNTY GRIGGS COUNTY

PARCEL NUMBER 15 0000 03529 000

10321 CG RD 2

BINFORD ND 58416-9430

SECTION 09  
TOWNSHIP 148 WILLOW TOWNSHIP  
RANGE 060

DISTRICT 1507020001 WILLOW-15/SCHL-7/FIRE-2

LEGAL DESCRIPTION: SW1/4 LESS 4.33 ACRES RD R/W LESS 2.30 ACRES DEEDE

D 9-148-60 A-153.37

MODIFIER CODES: R. Rocks

SOIL TYPE	SOIL CLASS	INDEX	MAX PRICE	MODIFIED PRICE	NUMBER ACRES	VALUE OF LAND
G119A	10	90	255.00	Vallers-Hamerly Loams, Saline	20.44	\$5,212.20
G125A	42	58	564.00	Cavour-Cresbard Loams	0.20	\$112.80
G143A	9	91	887.00	Barnes-Svea Loams	3.13	\$2,776.31
G211A	15	85	827.00	Fram-Wyard Loams	9.70	\$8,021.90
G229A	15	85	827.00	Heimdal-Emrick Loams	5.53	\$4,573.31
G229B	27	73	711.00	Heimdal-Emrick Loams	34.25	\$19,481.40
	R=	20.00%				
G229C	45	55	536.00	Heimdal-Esmond-Sisseton Loams	18.61	\$9,974.96
G229D	25	75	212.00	Heimdal-Esmond-Sisseton Loams	1.25	\$265.00
G4A	40	60	170.00	Southam Silty Clay Loam	0.00	\$0.00
803	90	10	0.00	Roads	0.75	\$0.00
805	85	15	35.00	Marsh	59.51	\$2,082.85
** UNMODIFIED PRICE PER ACRE AND TOTAL				374.07	153.37	\$57,371.08
** MODIFIED PRICE PER ACRE AND TOTAL				342.30	153.37	\$52,500.00
TOTAL ESTIMATED TRUE AND FULL VALUE						\$52,500.00
ASSESSED VALUE OF PROPERTY						\$26,250.00
ASSESSED VALUES-----	LAND-----		---STRUCTURES---	-----TOTALS-----	ACRES	
AGRICULT	52,500	26,250		52,500	26,250	153.37
COMMER						
RESIDENT						
** TOTAL	52,500	26,250		52,500	26,250	
TAXABLE VALUE						\$2,625.00

57372  
52500  
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4872



**EMPLOYER BASED WELLNESS PROGRAM – COMMITMENT AGREEMENT**  
 NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM  
 SFN 58643 (01-2014)

NDPERS • PO Box 1657 • Bismarck • North Dakota 58502-1657  
 (701) 328-3900 • 1-800-803-7377 • Fax 701-328-3920

<b>PART A: EMPLOYER INFORMATION</b>		
Organization Name: GRIGGS COUNTY	Organization Id: 300020	
Name of Organization's Head/Contracting Authority: TROY OLSON, COMMISSION CHAIR		
Mailing Address: PO Box 511		
City: COOPERSTOWN	State: ND	Zip Code + 4: 58425-0511
<b>PART B: COMMITMENT AGREEMENT</b>		
<p>As signified by my signature on the bottom of this page, I commit my support towards promoting and implementing a worksite wellness program. I understand that in order to have success, I must also promote a healthy supportive worksite culture by encouraging employees to communicate openly, be open to change, and to work together as a team. Further elements of a healthy worksite that I will strive for are encouraging employees to have fun, grow in the skills and talents that their job requires, keep work, personal and family time in balance and view risks as an opportunity to learn, even if an idea fails. Whenever possible, flexible work schedules will be available to staff.</p>		
_____ Signature of Agency/Subdivision's Head/Contracting Authority		_____ Date
<b>PART C: WELLNESS COORDINATOR CONTACT INFORMATION</b>		
Name of Appointed Wellness Coordinator:		
Telephone Number:	E-Mail Address:	
Mailing Address:		
City:	State:	Zip Code + 4:
<p><b>Note: State agencies must participate in the program to obtain the group rate funded by the legislature this biennium</b></p>		





# ND Department of Emergency Services

PO Box 5511

Tel: (701) 328-8100

Email: [nddes@nd.gov](mailto:nddes@nd.gov)

Bismarck, ND 58506-5511

Fax: (701) 328-8181

Website: [www.nd.gov/des](http://www.nd.gov/des)

*Ensuring a safe and secure homeland for all North Dakotans*

April 25, 2014

1981-16P

Mr. Robert Hook  
Griggs County Emergency Manager  
Box 574  
Cooperstown, ND 58425

Re: Overdue Quarterly Reports

Dear Mr. Hook:

The ND Department of Emergency Services (NDDDES) is nearing completion of the 2014 first quarter report to the Federal Emergency Management Agency (FEMA), and your quarterly report has not been submitted to this office for the reporting period of January 1, 2014 through March 31, 2014. One of most important requirements for all grants under the Hazard Mitigation Assistance (HMA) programs is that quarterly reports must be submitted every quarter showing what progress has been made during the past quarter, and what should be accomplished in the next quarter. There are also spaces in the 404 Form to show the percentage of the total project completed; status codes representing if the project is on schedule or even delayed; cost codes representing if the project is staying within budget or not; and a space for the project completion date.

Numerous reminders were sent to you, the first reminder in the middle of March, another in the first week of April, and a final notice on April 16, 2014, a day after the report was actually due. By not submitting your quarterly report to the NDDDES, you are not in compliance with this HMA requirement. Just being late with the submittal of your quarterly reports slows down the reimbursement process for other applicants who are requesting the reimbursement of costs associated with their mitigation projects because these costs cannot be processed until the quarterly report is completed. This means there is currently over \$500,000.00 being held for applicants who have submitted requests for reimbursement, and are not able to receive any of these monies until we've received all the applicable quarterly reports.

The NDDDES is requiring that you send in this quarterly report by May 2, 2014 and continue to send new quarterly reports within 15 days after the end of each quarter to our offices, or the NDDDES will deobligate your HMA project.

If you have any questions, please contact Paul Messner SHMO at 701-328-8107 or Gary Simmons Hazard Mitigation Specialist at 701-328-8255. Thank you for your cooperation.

Sincerely,

Lonnie G. Hoffer  
Disaster Recovery Chief

Jack Dairymple  
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

DONE 123



**FEMA**

R8-MT

March 26, 2013

Mr. Greg Wilz, Director  
N.D. Department of Emergency Services  
Fraire Barracks Road, Building 35  
Bismarck, ND 58502-5511

Attention: Paul Messner, State Hazard Mitigation Officer

Re: PROJECT APPROVAL – FEMA DR-1981-ND, HMGP Project 16-P  
Griggs County Multi-Hazard Mitigation Plan

Dear Mr. Wilz:

The above referenced HMGP project is approved for funding. The federal share for the project is \$26,550. The Grantee must award the project within 45 days from the date of this letter. The sub-grantee must then begin the project immediately.

All projects should be completed within 36 months of award and closeout documentation submitted to FEMA within 90 days of project completion. When the Grantee extends sub-grant periods of performance (POPs), changing the approved work schedule, FEMA must be informed either by letter or in the quarterly report. Also, sub-grant POPs must be monitored closely to ensure individual sub-grant POPs are not approved beyond the grant POP. Quarterly reports must be completed until the project is officially reconciled by FEMA. Quarterly performance and financial reports are due on January 31, April 30, July 31, and October 31.

As you know, a project cannot be changed in any way without authorization from FEMA. We will work closely with you and your staff to ensure the success of the project. FEMA's goal is for all approved projects to begin immediately and to be completed within their original performance periods. Please be aware that this project and future projects may be disallowed for non-performance per 44 CFR Part 13.43, or for violation of any federal, state, or local environmental law or regulation.

Greg Wilz  
March 26, 2013  
Page 2

If you have any questions or concerns regarding the award of this project, please call Jeanine Neipert, North Dakota's program manager, at 303-235-4895.

Sincerely,

mike  
hillenburg

Mike Hillenburg  
HMA Branch Chief

Digitally signed by mike hillenburg  
DN: cn=mike hillenburg, o=FEMA,  
ou=Mitigation,  
email=mike.hillenburg@dhs.gov, c=US  
Date: 2013.03.26 21:37:07 -06'00'

Enclosure: Obligation Report

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## Griggs County EOC & Courthouse - Failure of Payment Notice

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Jon J. Steen <JonS@constructionengineers.com>

Fri, Apr 25, 2014 at 3:23 PM

To: "Shawn.Steffen@griggscountynd.gov" <Shawn.Steffen@griggscountynd.gov>, "Ron.Dahl@griggscountynd.gov" <Ron.Dahl@griggscountynd.gov>, "Troy.Olson@griggscountynd.gov" <Troy.Olson@griggscountynd.gov>, "Dale.Pedersen@griggscountynd.gov" <Dale.Pedersen@griggscountynd.gov>, John Wakefield <skyways@mlgc.com>, "shalvorson@mlgc.com" <shalvorson@mlgc.com>, "kmonson@mlgc.com" <kmonson@mlgc.com>, "Robert.Hook@griggscountynd.gov" <Robert.Hook@griggscountynd.gov>, Connie Eslinger <connie.eslinger@griggscountynd.gov>, Cindy Anton <cindy.anton@griggscountynd.gov>, Bob Johnson <bgjohnson@live.com>

Cc: "John K. Eickhof" <John@constructionengineers.com>, "Ben W. Matson" <BenM@constructionengineers.com>, "Jon J. Steen" <JonS@constructionengineers.com>

Griggs County Commissioners and Building Authority,

Attached is a letter addressing the failure to make full payment on Pay Request #5 for the Griggs County EOC & Courthouse project.

Thank you,

**Jon Steen**

**Assistant Project Manager – Construction Engineers**

PO Box 13378, Grand Forks, ND 58208-3378

Direct: 701-792-3211 Cell: 701-317-5648

Phone: 701-792-3200 Fax 701-772-1808

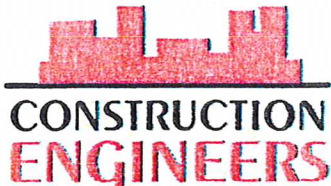
<http://www.constructionengineers.com>



4-25-2014 Failure of Full Payment Notice.pdf

767K

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200 North 69<sup>th</sup> Street  
Grand Forks, ND 58203  
Ph: 701-746-0472  
Fax: 701-772-1808  
Alt Fax: 701-780-8775  
constructionengineers.com

April 25<sup>th</sup>, 2014

Griggs County and Griggs County Building Authority  
808 Rollin Ave. SW  
Cooperstown, ND 58425

Attn: Griggs County Commissioners and Building Authority  
RE: Failure of Payment

Pay request #5 was forwarded to Kraft Architects for review on 3/20/14 and certified for payment and electronically forwarded to Griggs County and the Building Authority on 4/7/14. There is a remaining balance of \$178,813.25 from this pay request and you are presently 5 days in arrears.

Pay request #6, for \$369,863.67, was forwarded to Kraft Architects for review on 4/18/14. We expect payment on this invoice by 5/18/14 in accordance with paragraph 7.1.3 of the General Conditions of our contract.

Paragraph 9.7 of the General Conditions of our contract states that "if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect, then the contractor may stop the Work until payment of the amount owing has been received."

This letter is our seven day notification prior to suspending work for nonpayment on pay request #5. Please forward a check in the amount of \$178,813.25 by May 2<sup>nd</sup> so that there are no disruptions in work.

Sincerely,

John Eickhof  
President  
701-792-3202 (direct dial)  
701-739-0230 (cell)  
Mail to: [John@constructionengineers.com](mailto:John@constructionengineers.com)