

District 127, 501 Main Street, Emerado, North Dakota 58228 after which time they will be opened and read publicly.

Bids will be received at that time on the following work: **RE-WINDOWING A PORTION OF THE SCHOOL BUILDING.**

Bidding Documents have been prepared by: KENT ANDERSON / ARCHITECT, P.C., 2617 South Columbia Road, Suite 3 / P.O. Box 12355 / Grand Forks, North Dakota 58208-2355; They are on file at the offices of the following: The Owner, The Architect, Construction Plans Exchange, Bismarck, ND, and the following Builders Exchanges: Grand Forks, Minot, Devils Lake, Bismarck and Fargo, North Dakota, McGraw Hill Construction / Dodge Reports, Minneapolis, MN and Reed Construction Data, Norcross, GA. Qualified bidders may obtain Bidding Documents from the Architect upon deposit of \$50.00, which will be refunded if a bona fide bid is submitted and plans are returned in good condition within 10 days after the receipt of bids.

Each bid must be accompanied by a Bid Bond payable to the Emerado Public School District #127 in the amount equal to five percent (5%) of the bid. This is to serve as a guarantee that the bidder will enter into a contract for the performance of such work if the contract is awarded to him. Only bids which are accompanied by such bond and a copy of the bidders current State of North Dakota Contractors License, attached to the bid form in a separate envelope, will be considered.

The construction of the project must be started, on the site, on or after May 23, 2012 and be substantially completed by August 10, 2012.

All bidders must be licensed for the highest amount of their bids, as provided by Section 43-07-05 of the North Dakota Century Code.

No bid will be read or considered which does not fully comply with the above provisions as to bond and license and any bid deficient in these respects submitted will be resealed and returned to the bidder immediately.

All bids will be made on the basis of cash payment for such work. After bid opening the owner will return the bid security of all except the three lowest responsible bidders. When the Contract is awarded, the remaining unsuccessful bidder's bond will be returned.

The Owner reserves the right to reject any and all bids, and further reserves the right to award the Contract in the best interests of the Owner.

The Owner reserves the right to hold the three low bids for a period of thirty (30) days after the date of the bid opening.

Dated this, Second day of January, 2012.

Emerado Public School District Number 127

By: Chad Clark, Superintendent of Schools

(January 12, 19, 26, 2012)

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK
CASE NO. CV-11-4619-OC
SUMMONS BY PUBLICATION

POCATELLO-CHUBBUCK AUDITORIUM DISTRICT,
Plaintiff,
vs.

POCATELLO ENTERPRISES, INC.,
Defendant.

TO: POCATELLO ENTERPRISES, INC.
You have been sued by the Pocatello-Chubbuck Auditorium District, the Plaintiff, in the District Court in and for Bannock County, Idaho, Case No. CV-11-4619-OC.

The nature of the claim against you is that Pocatello Enterprises, Inc. collected and failed to remit the 2% auditorium district tax from its customers.

Any time after 20 days following the last publication of this summons, the court may enter a judgment against you without further notice, unless prior to that time you have filed a written response in the proper form, including the Case No. and paid any required filing fee to the Clerk of the Court at 624 E Center, Room 218, Pocatello, Idaho 83201, 208-236-7351, and served a copy of your response on the plaintiff's attorney, Gary L. Cooper, P.O. Box 4229, Pocatello, Idaho 83201, 208-235-1145.

A copy of the Summons and Complaint can be obtained by contacting either the Clerk of the Court or the attorney for Plaintiff. If you wish legal assistance, you should immediately retain an attorney to advise you in this matter.

DATED this 5th day of January, 2012.

CLERK OF THE COURT
(SEAL)

By: Deputy Clerk / ss

Gary L. Cooper - Idaho State Bar #1814
COOPER & LARSON, CHARTERED

151 North Third Avenue, Second Floor
P.O. Box 4229

Pocatello, ID 83205-4229

Telephone: (208) 235-1145

Facsimile: (208) 235-1182

E-mail: gary@cooper-larson.com

Counsel for Plaintiff
(January 12, 19, 26, February 2, 2012)

INVITATION TO BID

PROJECT: Continental Apartments
Boiler Replacement

Grand Forks, North Dakota

BIDS CLOSE: Thursday, February 2, 2012 at 2:00 PM

PROJECT #: 20113480

DATE OF ISSUE: January 2012

BY: EAPC

3100 DeMers Avenue
GRAND FORKS, NORTH DAKOTA
58201

PHONE: (701) 775 3000

FAX: (701) 772 3605

OUTLINE OF PROJECT: Work includes, but is not limited to, replacing three existing boilers with six new boilers, replacing three water heaters, adding three heat recovery ventilators and adding three reheat coils.

TYPE OF BIDS: Single combined bids

Grand Forks, ND 58201.

Bids received after the designated time will not be accepted. All interested parties are invited to attend. Bids will be opened and publicly read aloud. It is the bidders responsibility to see that mailed or delivered bids are in the hands of the Owner prior to the time of the bid opening.

OBTAINING DOCUMENTS. Drawings and Specifications may be examined at the Architect/Engineer's office and the Owner's office at the address shown above and: Builders Exchanges at Devils Lake, Fargo, Grand Forks, and Minneapolis.

One set of bidding documents may be obtained by prime bidders from EAPC upon request. No deposit is required.

Partial or complete sets of prints and specifications may be obtained from EAPC by other than the above. The sets or partial sets will be distributed upon receipt of payment for the information charged at the current reproduction rate. None of this payment will be refunded. Completeness and adequacy of the list of documents requested shall be the responsibility of the person making the request.

BID SECURITY: Each bid shall be accompanied by a separate envelope containing a Bidders Bond in a sum equal to five percent of the full amount of the bid, including all add alternates, executed by the bidder as principal and by a Surety Company authorized to do business in this State, conditioned that if the Principal's bid be accepted and the contract awarded to him, he, within ten days after notice of award, will execute and effect a contract in accordance with the terms of his bid and a Contractor's Bond as required by law and the regulations and determinations of the governing Board. Cash, cashier's checks or certified checks will not be accepted. See instructions to Bidders 00100.7.

NORTH DAKOTA LAW: All bidders must be licensed for the highest amount of their bids, as provided by North Dakota Century Code Section 43 07-05; and no bid will be read or considered which does not fully comply with the above provisions as to bond and licenses, and any bid deficient in these respects submitted will be re sealed and returned to the bidder immediately.

PREBID MEETING: There will be a MANDATORY prebid meeting of prospective bidders on Tuesday, January 24th, 2012 at 2:00 PM, at 1800 Continental Drive, Grand Forks, North Dakota. Prospective bidders will be responsible for verifying existing conditions and quantity of products needed.

THE OWNER reserves the right to waive irregularities, to reject Bids and to hold all Bids for a period of 30 days after the date fixed for the opening thereof.

By order of: Terry Hanson, Executive Director
(January 12, 19, 26, 2012)

IN DISTRICT COURT, GRAND FORKS COUNTY, NORTH DAKOTA
Civil No: 06-R-461

NOTICE OF ENTRY OF TEMPORARY ORDER AND ORDER FOR HEARING
In Re: The Interest of JRW, DOB: xxx03 and JWW, DOB: xxx04

KYLE WACK,
Plaintiff,
vs.

AMY PETRICK,
Defendant.

TO: AMY PETRICK:
PLEASE TAKE NOTICE that a Temporary Ex Parte Order was entered on the 11th day of January, 2012 and a hearing on that Order has been set on the 23rd day of January, 2012 at 9:00 a.m. at the Grand Forks County Courthouse before the Honorable Lawrence Jahnke, Judge of the District Court. The hearing is to address the entry of the Temporary Ex Parte Temporary Order.

DATED this 11th day of January, 2012.

Patti J. Jensen/ss
ID #04828

GALSTAD, JENSEN & McCANN, P.A.
1312 Central Avenue NE
P.O. Box 386
East Grand Forks, MN 56721
(218) 773-9729

ATTORNEY FOR PLAINTIFF
(January 17, 19, 21, 2012)

STATE OF NORTH DAKOTA PUBLIC SERVICE COMMISSION

Northern States Power Company

2011 Electric Rate Increase Application

Case No. PU-10-657

Northern States Power Company

2012 Electric Rate Increase Application

Case No. PU-11-55

Northern States Power Company

Customer Credit - DOE Settlement Application

Case No. PU-11-557

NOTICE OF OPPORTUNITY FOR HEARING AND NOTICE OF INTENT TO CONSIDER INFORMATION NOT PRESENTED AT A HEARING

January 12, 2012

On December 20, 2010, Northern States Power Company (NSP) filed with the North Dakota Public Service Commission an increase in annual base revenues for electric utility service for 2011 of \$19,773 million or a 12.0% increase over current rates effective for electric service on and after January 19, 2011, Case Number PU-10-657. NSP also filed an increase in annual base revenues for electric utility service for 2012 of \$4,226 million or 2.57% effective January 1, 2012.

On February 7, 2011, NSP submitted a request that the Commission sever the 2012 Increase from the 2011 Increase and consider the 2012 Increase in a separate proceeding. The 2012 Increase was docketed as Case No. PU-11-557.

On August 11, 2011, NSP filed with the Commission a petition for approval of a credit mechanism to refund approximately \$4.9 million received by NSP pursuant to a settlement with the United States regard-

ing to the Register of Deeds of the County of Grand Forks and State of North Dakota, on the 12th day of September, 2005, recorded as 3:00 P.M., as Document NO. 643030; which mortgage will be assigned to BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP by an Assignment of Mortgage, and which mortgage is being serviced by Bank of America, and given to secure the payment of \$82,500.00, and interest according to the conditions of a certain promissory note, is in default.

On September 16, 2011, the Commission issued a Notice of Hearing stating that the October 18, 2011 public hearing would be held to consider whether the September 15 Settlement is reasonable and should be approved and adopted by the Commission. The hearing was held as scheduled.

On October 27, 2011, an Amended Settlement Agreement was entered into by NSP and Advocacy Staff, to restructure one of the reliability components of the September 15, 2011 Settlement Agreement as testified to at the October 18, 2011 hearing (October Settlement).

On December 23, 2011, a second Amended Settlement Agreement was entered into by NSP and Advocacy Staff, to include three additional reliability conditions to address concerns regarding staffing, system maintenance, and overall reliability (December Settlement). NSP later informed Commission advisory staff via electronic mail that this second Amended Settlement Agreement, filed December 23, 2011, constitutes the complete settlement agreement between NSP and Commission Advocacy Staff.

The issue to be considered in this matter is whether the December Settlement should be approved and adopted by the Commission for the resolution of the issues in Case No. PU-10-657, Case No. PU-11-55 and Case No. PU-11-557. Those interested are invited to comment in writing. Persons desiring a hearing must file a written request identifying their interest in the proceeding and the reasons for requesting a hearing. Comments and requests for hearings must be received by close of business on February 13, 2012.

Further, on November 15 and December 1, 2011, NSP filed with the Commission information regarding electric service outage affecting customers in the Fargo and West Fargo area. On November 23 and December 1, 2011, NSP filed with the Commission information concerning electric service outage in the Minot area. On November 30, 2011, NSP filed with the Commission a response to electric service reliability issues raised by the Commission at its October 31, 2011 work session in this proceeding. On December 3, 2011, NSP filed with the Commission information concerning a shutdown of its Sherburne County Generating Station Unit 3. These filings were all filed after the record was closed and were docketed in the three captioned cases.

The Commission, in its consideration of the December Settlement, intends to consider the filings noted in the paragraph above in accordance with N.D.C.C. Section 28-32-25, subject to objections that may be raised at the hearing. N.D.C.C. Section 28-32-25 provides parties a right to examine the information the Commission intends to consider, present their own information or evidence, and cross-examine the person furnishing the information or evidence. Any party desiring to present evidence or information in response to the docketed filings filed after the record was closed, noted in the paragraph above, or desiring to cross-examine the person furnishing that information, may file a written request no later than February 3, 2012.

For more information or a copy of the December Settlement, contact the Public Service Commission, State Capitol, Bismarck, North Dakota 58505, 701-328-2400 or 877-245-6685 (toll free in North Dakota), or Relay North Dakota 1-800-366-6888 TTY.

If you require any auxiliary aids or services, such as readers, signers, or Braille materials, please notify the Commission at least 24 hours in advance of the hearing.

PUBLIC SERVICE COMMISSION

Kevin Cramer, Commissioner
Tony Clark, Chairman
Brian P. Kalk, Commissioner
(January 19, 2012)

NOTICE

1. Pursuant to the provisions of the Federal Fair Debt Collection Practices Act, you are advised that unless you dispute the validity of the foregoing debt or any portion thereof within thirty days after receipt of this letter, we will assume the debt to be valid. On the other hand, if the debt or any portion thereof is disputed, we will obtain verification of the debt and will mail you a copy of such verification. You are also advised that upon your request within the thirty day period, we will provide you with the name and address of your original creditor, if different from the creditor referred to in this Notice. We are attempting to collect a debt and any information obtained will be used for that purpose.

2. At this time, no attorney with this firm has personally reviewed the particular circumstances of your account. However, if you fail to contact our office, our client may consider additional remedies to recover the balance due.

AMENDED NOTICE BEFORE FORECLOSURE

3. To: Scott Volker
716 17th Street S
Grand Forks, ND 58201
Summer Volker
716 17th Street S.
Grand Forks, ND 58201
Occupant
1403 9th Ave. N
Grand Forks, ND 58201
Occupant
1405 9th Ave. N
Grand Forks, ND 58201
S&S Investments 3, LLP
716 17th Street S.
Grand Forks, ND 58201

The title owners of the following described real property:

Lots 3 and 4, in Block 66, Alexander and Ives' Addition to Grand Forks, according to the Plat thereof on file in the Office of County Recorded within and for Grand Forks County, N.D., and recorded in Book "F" of Deeds, Page 317; aka 1403/1405 9th Avenue North, Grand

For the Register of Deeds of the County of Grand Forks and State of North Dakota, on the 12th day of September, 2005, recorded as 3:00 P.M., as Document NO. 643030; which mortgage will be assigned to BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP by an Assignment of Mortgage, and which mortgage is being serviced by Bank of America, and given to secure the payment of \$82,500.00, and interest according to the conditions of a certain promissory note, is in default.

5. On or about July 11, 2009, Scott Volker and Summer Volker, Mortgagors, executed and delivered to BAC Home Loans Servicing, LP, a Note and Mortgage Modification Agreement. Said modification increased the unpaid principal balance of the Note to \$88,211.55, payable in monthly installments of \$447.49 for principal and interest, plus escrow, which is subject to change. Such monthly payments commenced on September 01, 2009, and continue on the first day of each month thereafter until August 01, 2049, when the final installment of principal and accrued interest shall be due and payable.

6. Bank of America may have previously sent you a letter advising you of possible alternatives to foreclosure, along with the documents for you to complain and return to Bank of America to be evaluated for these alternatives. If you did not receive or no longer have the documents, or have not returned all of the documents, please contact Bank of America at: 1-800-556-9568. Even if you have previously indicated that you are not interested in saving your home you can still be evaluated for alternatives to foreclosure.

7. The following is a statement of the sum due for principal, interest, taxes, insurance, maintenance, etc., as of December 15, 2011:
Principal: \$79,124.50
Escrow: \$3,584.97
Accrued interest to December 15, 2011: 14,613.53
Late Charges: \$711.20
Property Inspection: \$120.00
Recording Fee: \$10.00
TOTAL: \$98,164.20

8. That as of December 15, 2011, the amount due to cure any default, or to be due under the terms of the mortgage, exists in the following respects:
Accumulated Payments Owning: \$25,203.71
Principal & Interest: 29 months @ \$507.97 = \$14,731.13
Escrow: 29 months @ \$217.26 = \$6,300.54
Principal & Interest: 06 months @ \$507.97 = \$3,047.82
Escrow: 06 months @ \$187.37 = \$1,124.22
Late Charges: \$711.20
Property Inspection: \$120.00
TOTAL: \$26,034.91

All of which must be paid BY CERTIFIED FUNDS, MADE PAYABLE TO BANK OF AMERICA and mailed to the undersigned attorney to cure the default, plus any accrued interest, subsequent payments or late charges which become due and any further expenses for preservation of the property which may be advanced. PLEASE CONTACT THE UNDERSIGNED FOR THE EXACT AMOUNT DUE THROUGH A CERTAIN DATE.

9. You have the right, in accordance with the terms of the mortgage, to cure the default specified above. You also have the right to assert in the foreclosure action that no default exists or any other defense you may have to said action.

10. Notice is further given that if the total sums in default, together with interest accrued thereon at the time of such payment, accrued payments then due and expenses advanced, are not paid within thirty (30) days from the date of mailing or service of this Notice, the Mortgagee will deem the whole sum secured by the mortgage to be due and payable in full without further notice. Furthermore, proceedings will be commenced to foreclose such mortgage, and in the event of Sheriff's sale as provided by the laws of the State of North Dakota, the time for redemption shall be as provided by law, but not less than sixty (60) days after the Sheriff's Sale. Dated December 7, 2011.

MACOFF KELLOGG LAW FIRM
Attorneys for the Plaintiff
Office and Post Office Address:
38 Second Avenue East
Dickinson, North Dakota 58601
Tel: (701) 227-1841
Fax: (701) 225-6878
Email: cpeterson@macoff.com
By: Charles J. Peterson /ss
Attorney #04009

If you have previously received a discharge in a Chapter 7 bankruptcy, this is not an attempt to collect a debt against you personally, but only an attempt to determine your intention concerning retaining this property.
(January 19, 26, February 2, 2012)

Public Notice

Request for Qualifications for Mechanical Engineering Services Heating, Ventilation, and Air Conditioning Renovations James River Correctional Center (JRCC) The North Dakota Department of Corrections and Rehabilitation requests statements of written qualifications proposals from engineering firms for Mechanical Engineering Services for the following project:
Design and Installation of Heating, Ventilation, and Air Conditioning Renovations Project
This project will be located at JRCC, 2521 Circle Drive, Jamestown, ND 58401. Engineering design and construction is to be completed by June 1, 2013.

To receive the Request for Statement of Qualification Submittal Instructions, please contact Dwight Kendall, JRCC Physical Plant Director, by any of the fol-

lowing: Dwight Kendall, at the number, e-mail, or address of the completed response received no later than 4 Thursday, February 16, 2012.

Dwight Kendall
Physical Plant Director
James River Correctional Center
2521 Circle Drive
Jamestown, ND 58401
701-253-3776
(January 19, 26, February 2, 2012)

NOTICE BEFORE FORECLOSURE

1. TO: Randy W. Johnson
1723 12th Ave N
Grand Forks, ND 58203
Shirley A. Johnson
1723 12th Ave N
Grand Forks, ND 58203
Occupant
1723 12th Ave N
Grand Forks, ND 58203
the title owners of the described real property:
West 13 feet of Lot Three East 37 feet at Lot Four Twelve (12), Westacotts the City of Grand Forks, ND 58203.
Ave N, Grand Forks, ND 58203.

2. Notice is hereby given that mortgage upon the above property, Randy W. Johnson, A. Johnson, mortgagors, delivered to Citifinancial, Inc., dated January 11, 2009, record in the office of the Deeds of the County of Grand Forks, ND, at 4:00 as Document No. 659016. The mortgage will be assigned to NANCIAL, INC. by an Assignment of Mortgage, and which mortgage is being serviced by Citifinancial, Inc. and given to secure the \$93,544.52, and interest, the conditions of a certain promissory note, is in default.

NOTICE

3. Pursuant to the provisions of the Federal Fair Debt Collection Practices Act, you are advised that unless you dispute the validity of the foregoing portion thereof within thirty days after receipt of this letter, we will assume the debt to be valid. On the other hand, if the debt or any portion thereof is disputed, we will obtain verification of the debt and will mail you a copy of such verification. You are also advised that upon your request within the thirty day period, we will provide you with the name and address of your original creditor, if different from the creditor referred to in this Notice. We are attempting to collect a debt and any information obtained will be used for that purpose.

4. At this time, no attorney with this firm has personally reviewed the particular circumstances of your account. However, if you fail to contact our office, our client may consider additional remedies to recover the balance due.

5. On or about November 11, 2009, Randy W. Johnson and Shirley A. Johnson, mortgagors, executed and delivered to Citifinancial, Inc. a Note and Mortgage Modification Agreement. Said modification increased the unpaid principal balance of the Note to \$93,544.52, payable in monthly installments of \$447.49 for principal and interest, plus escrow, which is subject to change. Such monthly payments commenced on September 01, 2009, and continue on the first day of each month thereafter until August 01, 2049, when the final installment of principal and accrued interest shall be due and payable in full without further notice. Furthermore, proceedings will be commenced to foreclose such mortgage, and in the event of Sheriff's sale as provided by the laws of the State of North Dakota, the time for redemption shall be as provided by law, but not less than sixty (60) days after the Sheriff's Sale. Dated December 7, 2011.

MACOFF KELLOGG LAW FIRM
Attorneys for the Plaintiff
Office and Post Office Address:
38 Second Avenue East
Dickinson, North Dakota 58601
Tel: (701) 227-1841
Fax: (701) 225-6878
Email: cpeterson@macoff.com
By: Charles J. Peterson /ss
Attorney #04009

If you have previously received a discharge in a Chapter 7 bankruptcy, this is not an attempt to collect a debt against you personally, but only an attempt to determine your intention concerning retaining this property.
(January 19, 26, February 2, 2012)

NOTICE

10. Notice is further given that if the total sums in default, together with interest accrued thereon at the time of such payment, accrued payments then due and expenses advanced, are not paid within thirty (30) days from the date of mailing or service of this Notice, the Mortgagee will deem the whole sum secured by the mortgage to be due and payable in full without further notice. Furthermore, proceedings will be commenced to foreclose such mortgage, and in the event of Sheriff's sale as provided by the laws of the State of North Dakota, the time for redemption shall be as provided by law, but not less than sixty (60) days after the Sheriff's Sale. Dated December 7, 2011.

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1/19 Grand Forks