

BURLEIGH COUNTY WATER RESOURCE DISTRICT AGENDA

July 10, 2012 at 8:00 a.m.

Tom Baker Meeting Room

City/County Building - Bismarck

1. 8:00 AM - Call to Order
2. Roll Call (Narum, Fleck, Royse, Backstrand, Kellar)
3. **Approval of Minutes of (6-13-12)..... 1-10**
4. **Approval of Minutes from Special Meeting (6-18-12)..... 11**
5. Financial Reports
 - End of June Financial Data (possible handout)
6. **Payment of Bills \$42,807.50 (See attached list – back of book) 12/135**
7. McDowell Dam Updates
 - 2012 Expense Summary for Bismarck Parks & Rec. 13
 - Receipt for land rental -- Rudy Wolf 14
 - Supplemental Water Supply Permit – update on dates from SWC 15
 - Weed Control – Rynee Kellar
8. Drainage Complaints
 - Bitner & Smith – pending review from State Engineer to determine if a watercourse exists update
 - Eldin Spier – pending review from Mel Bullinger to review adequacy of containment area update
 - Emery/Koppang – plan..... 16-18
 - Section 35 – Gibbs Township Complaint of Adverse Impact – Sanferd Mees 19-21
 - Hobson Brown Application to Drain #3620 - Roger Branning complaint 22-35
9. Legal Issues
 - Property Acquisition for Hogue Island Flood Control Project 6-18-12 Update
 - Letter to John Olson dated 6-29-12 36
 - **Fox Island/SWC Cost Share Agreement**
10. Missouri River Flood Hazard Mitigation Studies
 - Missouri River Correction – Flood Hazard Mitigation Memorandum #23
 - Sibley Area FHMP #26, 27 & 30
11. **Comments and Discussion from Public**
12. Break
13. Fox Island (FM #19 & #21) – Project Assessment Report
 - Public Informational meeting update – July 30th from 5:30 to 7 p.m. – Tom Baker Meeting Room.. 37
 - **Work Order #12** 38-39
 - Letter from Apex on City of Bismarck Project for Riverwood Dr/Mills Avenue..... 40-42
14. Hogue Island COE Section 33 Bank Stabilization Project (FM #37)
 - Blanket draft of permit with specifications
 - Update from COE
15. Hogue Island Flood Control Project (FM #39) – On Hold

16. Burnt Creek Flood Control Repair Project (FM #7) – Update	
• Agreement for Cost Share with NRCS	43-58
17. Hay Creek Sediment & Geomorphic Assessment update	
• Work order No. 19.....	59-66
18. Sunny View Flood Control Project – Update	
19. Apple Valley Cooperative Lagoon Project – bids for advertising of projects & update	67
20. Other Old Business	
• Website – Signed agreement for services	68
• A BCWRD Statement on Authority, Powers and Responsibilities – To be adopted	69-77
• Apple Creek Bypass Project - Update	
• Geomorphic Assessment – Update	
21. New Business	
• Repeal of Work Order #1	78-90
• Email from Board Chairman	91-92
22. Correspondence or Document Information	
• City Final Plats	
o Meadowlark Commercial Sixth Addition.....	93-95
o Kilber North Addition.....	96-98
o Kolbo 3 rd Subdivision.....	99-101
o Trenton Addition.....	102-104
• City Preliminary Plats	
o Harvest Ridge Subdivision	105-107
• City Minor Subdivision Plat – None	
o Meadowlark Commercial Fifth Addition Replat	108-110
• Annexation	
o Sattlers Sunrise Sixth Addition & Sattler’s Sunrise Ninth Addition	111-112
o Trenton Addition.....	113-114
o Eagle Crest Fourth Addition	115-116
o Promontory Point V.....	117-118
o Centennial Park Fourth	119-120
o Lot 2, Block KMK Estates.....	121-122
• Storm Water Management Plan:	
o Revised – Country Hills SD, Section 4 Gibbs Township	
o Preliminary on Harvest Ridge SD, Section 33 Burnt Creek Township	
o Preliminary on Whispering Ridge 1st SD, Section 6 Hay Creek Township	
o Final for Kolbo 3 rd SD, Section 34 Gibbs Township	
• Solicitation of Views No. S-1784 (Goodin)	123-130
• Permit Number ND2012-14313	131
• Missouri River Stake holder meeting (July 10 th).....	132-133
• Soil Health Garden Tour	134
23. Next Meeting: Tuesday, August 14 th , 2012	
24. Adjourn	
Note: Bold Items Require Board Action	



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Call to Order: Chairman Narum called the meeting to order at 8:00 a.m. noting a quorum was present.

Present: Chairman Gailen Narum, Cary Backstrand, Ken Royse and Terry Fleck, Dave Bliss, Bliss & Stebbins Law Firm, Michael Gunsch, Houston Engineering (HEI); and Mona Livdahl, Secretary, Personalized Management Services, Inc.

Absent: Reinold "Rynee" Kellar

Approval of 5-8-12 Minutes: A correction was noted on the 4-25 meeting minutes. The motion was seconded by Cary Backstrand. **Ken moved to accept the minutes as corrected. Terry seconded. Motion Carried.**

Financial reports: Reviewed – no action taken.

Bills: Cary moved to approve the bills in the amount of \$40,723.11, Terry seconded. **Motion carried.**

McDowell Updates:

2012 Expense Summary for Bismarck Parks & Recreation District: Reviewed, no action taken.

Supplemental Water Permit: Michael visited via email with Dan Ferrell, State Water Commission, who noted the permit is getting closer to the top of the list noting that they are in some cases two plus years behind on water permits. Cary reiterated that the approval is for the flashboards, not the Apple Creek water supply. Cary will talk with them also as the flash boards permit approval should be done. Once the flash board permit is approved, they can move ahead with the supplemental water permit.

Weed Control: Rynee and Chairman Schonert not present. Forrest noted that he hasn't heard either, however a representative from the weed board came out and sprayed for the thistle and worm weed.

Drainage Complaints:

Bitner and Smith: A letter has been sent to the State Engineer requesting a determination as to if a watercourse exists, we have not heard back from them yet. Michael noted that a letter was forwarded to the Gibbs Township Board.

Eldin Spiers: A letter has been sent to the City Engineer asking them to review adequacy of the containment area. Cary heard from Mr. Spiers and he had noted the containment area is full. Michael stated that they had reviewed the site and it is full, they sent an email to the City along with photos noting that there are on-going concerns.



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Emery/Koppang: Chairman Narum noted that the certified notice that was sent out to the Emery's was not accepted and was returned to the BCWRD. Mr. Emery was present and signed for the letter. Mrs. Emery asked if anyone had surveyed the properties. Michael noted that a visual was done, but did not need to be surveyed to make the determination that was made. Mrs. Emery noted that they had it surveyed when they built the home noting the handmade trench that the Mr. Koppang dug is the issue. Chairman Narum noted that the trench is on his property. Michael asked that they forward the surveying information to BCWRD, however the Emery's noted they had no record of the survey. It was again noted the house was built in the natural watercourse. Michael noted that there is a need for accommodations for the water to go around the house to resolve the issue. The Emery's felt that if Mr. Koppang moved his sump pump back the problem would be resolved. Michael noted that it is not illegal to pump from a sump pump in to a natural watercourse. Dave Bliss also noted that the house is built in a natural watercourse and reinforced that the BCWRD board cannot give legal advice and they need to get a hold of their attorney to discuss these issues, if they are so inclined. Mr. Emery noted they have all the necessary construction permits for the home. Mrs. Emery said she spoke to the state environmentalist, Dave Glatt from the State Health Board and he said that he would contact the BCWRD board, as they could help as there is action and courses that the BCWRD could take to help with this situation. Mrs. Emery stated that the sump pump was an environmental issue. Michael noted that their issue of the sump pump is not illegal as it is pumping out to the natural watercourse. The issue before this board is that there is a violation or obstruction of the natural watercourse that needs to be resolved. The resolution of the flow pattern since the obstructed watercourse is on Emery's side, the correction of the drainage is the Emery's issue to resolve.

Chairman Narum asked if there was not a hole there, would the surface water flow across the hole (that is removed) and down the property line and around their house. Mr. Emery noted that is what it does now and felt that they are not blocking the waterway. Mr. Emery stated that he had offered to fix both sides, but is withdrawing that offer and will fix his side, but not the other side. Mr. Emery also stated that they can't get a contractor to work on it because of the legal liability. Chairman Narum noted that we will need to discuss this. Cary suggested that BCWRD survey the site and then he and Michael will meet with Mr. Koppang and the Emery's on the findings. Michael noted that this Board needs to act related to providing an extension to the timeline to comply with the Board's order, and if they have documentation that it drained before Mr. Koppang dug the ditch it should be provided. Dave noted it would have been easier if they had taken this issue to an attorney, and there is a question as to how far should the Board should go to resolve this. From this Board's action and authority, this Board still has the authority to give them an extension or to hire the contractor fix it and assess the cost against the Emery's property. The third option is to get additional information to validate that it is not an obstruction and then act accordingly.



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Cary moved that we retain HEI to survey that area and then authorize Michael and Cary to sit down with one or both parties to attempt to resolve this complaint. Terry seconded. Michael felt the Board needed to set a timeline and deadline for this to happen. **Cary amended his motion to include the timeline to be by the next meeting which is July 10th, Terry seconded the amendment.** Ken noted that we also needed permission from Mr. Koppang to get on his property and if that would be an issue, Michael felt that would not be an issue. A roll call vote was taken:

Narum: Yes
Fleck: Yes
Royse: Yes
Backstrand: Yes
Kellar: Absent

Motion carried.

Legal Issues:

Property Acquisitions on Hogue Island: Dave noted that he received the appraisals from the residents and will need to have Al Vietmeier, County Assessor review and set a date for a special meeting and go into Executive Session. Dave noted that in some cases they came back dollar for dollar on the appraisal and felt Mr. Vietmeier will need to attend the special meeting. The Board discussed the date for the special meeting. Ken noted that Monday the 18th is the only day that works for him, with Monday, June 18th at 11:00 set for the Executive Session. It was noted that it is a public meeting; however the Board would adjourn to Executive Session. Ken noted that he would be willing to host the meeting at his office and provide lunch. (The meeting time and location was later changed to 7:30 a.m. on Monday at the City County building).

Rodney Boll: Mr. Boll felt that it is inaccurate to say the appraisals came back dollar for dollar. Mr. Boll noted that the pre-flood value should have been based on Mr. Bernard's home purchase price. Mr. Vietmeier stated that Mr. Vietmeier stated the last river lot sold was in 2003, he found two sold, one in 2007 and 2008. Mr. Boll noted that the terms of the buyout were pre-flood market value and did not feel that this was accurate with Mr. Vietmeier's appraisals. He noted that the lot value had been valued at \$130,000 and he found lots valued from \$200,000 to \$300,000. Mr. Boll then asked if Mr. Barta (their appraiser) could attend the meeting, as it is a public meeting until we go into Executive Session.



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Jerry Rodgers noted that Mr. Vietmeier's appraisal was inaccurate as he did not have the right number of bedrooms or baths in his appraisal of his home, he also felt that Mr. Vietmeier injected his own personal values into the appraisal by stating that it was devalued by having the Master Bedroom on the same level as the kids rooms, noting the appraisal should be a factual appraisal, not a personal opinion.

Fox Island Cost Share Agreement: It was noted that HEI is the subcontractor in this on this SWC agreement. Dave noted one issue is the attorney's fees to be paid by the subcontractor in Section 7 in the agreement. Michael noted that he emailed verbiage to Dave and HEI as a subcontractor, prefers that the agreement be modified to include this language. Michael also noted he has an issue with the professional liability indemnity provision and asked that the following sentence be added to the current indemnity provision "*This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions*". Cary questioned the procedure to get the changes done in a timely manner. Chairman Narum noted that if there was a motion to approve subject to the changes, we could send this to the SWC and request the changes. **Ken moved that we negotiate these matters with the SWC with our proposed changes and have our attorney do the renegotiation. Cary seconded the motion. Motion carried.** Dave will request the changes and bring it to the July meeting for approval.

Comment from Members of the Public:

Kathleen Jones: Mrs. Jones spoke regarding residents in the Sandy River Drive area wanting improvements to their property along the river. Mrs. Jones asked if they could get assistance in a blow up of the topographic mapping as which permits are needed. The Sandy River Drive homeowners will be holding a meeting on June 26th at 7 p.m. at the Public Library and asked for a representative from BCWRD to attend. With the Board's consensus Michael will provide them with the LIDAR Topographic maps.

Break at 9:10 a.m.

Missouri River Flood Hazard Mitigation Studies – HEI Work order 18:

Memo for the record dated 6-13-12: Chairman Narum reviewed the memo for the record dated 6-13-12 and stated that after the BCWRD had met on 5-8; the County Commissioners met and redid their Flood Hazard Master Plan. Chairman Narum then sent an email to Michael asking him to put Work Order #18 on hold and requested a motion to ratify and to include the following five conditions:



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1. Discontinue all activity relative to Work Order No. 18, following receipt of the Technical Memorandum on the Levee Feasibility Study for the Missouri River Correctional Center (MRCC) and approval by the MRCC and Burleigh County Engineer.
2. Prepare a Resolution of Necessity for Missouri River Correctional Facility Flood Control Project (FHMP#23)
3. Prepare a Resolution of Necessity for Sibley Area Flood Control Project (FHMP #26 &27).
4. Withhold any action on Sandy River Drive Area (FHMP #15, 16 & 18) until petitioned by Property Owners.
5. Combine Missouri River Impact Assessment with individual project Work Orders.

Terry questioned #4 on Sandy River Drive area and asked if the residents were aware that they need to petition for this project. Chairman Narum noted that based on our action today, he would discuss it with them at their June 26th meeting. Michael reviewed the MRCC noting they still have to meet with the SWC on cost share options, but don't have a date to get a determination regarding the roadway levee as to what portion of that roadway is eligible for cost share. Terry asked if our action today on this issue might void that meeting, it was noted it would not. Michael felt that Work Order 18 was established to go through Task #1 and #2 and did not feel that we needed to have a Resolution of Necessity at this stage to establish the projects until it is determined which components the levee system would be pursued as there are a number of alternative alignments. He noted that if the Board establishes a project, they likely will jeopardize SWC costs share in the project evaluation. Chairman Narum questioned the need to have a Resolution of Necessity for the Hogue Island Flood Control Project and the difference with that from Sibley and the Missouri River Correction Center. Michael noted that it is protocol, and you do not need a Resolution to evaluate a project, just to build the project. Chairman Narum noted that the County Commission asked us to build a project, which was in their Resolution, and if down the road the project gets voted down, then we come back to the County Commissioners asking for them to levy dollars to build this project. Michael noted that if the Board passes a Resolution of Necessity at this time, the Water Commission will not cost share as the purpose for the SWC cost share request was to establish feasibility, not to design and construct. The Board discussed evaluating the impacts to the Missouri River independently versus as Master Plan components. Chairman Narum questioned why we are doing the all four levee segments for assessment. Michael noted it was to determine the cumulative impacts on areas, which is what the SWC will eventually require. Ken questioned if we should defer action to ask Marcus to attend and clarify exactly what they expect from us, as well as the City so we don't overlap. Currently the cost request is on hold, per the Chairman's action and questioned if the cost share request is in jeopardy. Michael noted at this time it wasn't but that the SWC should be informed as to the Board.



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After considerable discussion, Ken moved that from the list of 5 recommendations as provided on page 31 of the meeting book, that we direct our engineer to continue to work on Item 1 of that listing but only at this point with Task 1 and Task 2 of the work items as provided in Attachment A to Work Order 18, however such work is subject to our engineer confirming with the County Engineer that the county is in agreement that these are items they want us to aggressively work on. Additionally the motion is for item 2 and item 3 of the listing to be deferred; additionally Item 4 is accepted as recommended pending the discussion which is planned with the landowners for June 26th; additionally Item 5 of the listing is accepted as recommended. Terry Seconded. Cary asked about the cost share, which is on hold, and asked that we take this off hold noting the SWC only pay on actual costs, so if we only do 2 out of the 3 tasks, we would only submit for the tasks completed. Ken asked if we should release our cost share request. Discussed cost sharing by task and let them know if we don't proceed with a project. Ken noted his motion did not address this issue and asked if that should be a separate motion, Cary felt that it should be. **Chairman Narum called for a vote on the above motion:**

Narum: Yes

Fleck: Yes

Royse: Yes

Backstrand: Yes

Keller: Absent

Motion Carried.

Fox Island Project Assessment Report (FM #19 & #21)

Michael handed out the Revised Draft of the Engineering Assessment noting that once the website is up and running, it can be posted and a link provided to the residents for their review. Several project alternatives were reconfigured based on input received from the landowners. A meeting was held with the Count and City relative to their projects and recommendations are included in the report relative to those. A meeting was also held with representatives from the Fox Island Steering Committee and representatives from the Riverwood West Homeowners Association. The next step in the process is to hold a public information meeting sometime before the end of June or in July to gather input and go through the assessment report. Based on the decisions or directives received today, an update to extend the scope of services and contract amounts will need to be completed. Chairman Narum questioned why it is a revised draft and asked when we will get the final preliminary engineering assessment report. Michael noted that the final report will come after the public informational meeting as that is when the



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Board can decide exactly what will be taken forward as there are some unresolved issues. Michael noted that the recommended preferred alternative is in the revised assessment report.

Michael reviewed the alternative for the preferred levee route noting that the residents North of Mills Avenue are asking to be considered as a separate project. Michael noted that the City is looking at raising Riverwood Drive and Mills Avenue to Whisper Drive. Splitting out the North side from the South could be done using Mills Avenue as the cutoff or project demarcation point. The costs breakdowns are included in the assessment report as well as the benefit distribution portion on splitting out the two areas. Internal drainage and pump stations have been added to the costs. Michael noted a recommendation will be presented to the City regarding the Mills Avenue grade raise. From that standpoint going forward, HEI will provide a copy of the report to the City and County engineer. The next item HEI will work on, if the board is comfortable the process is having one public informational meeting for both sides, and then separate the projects into North of Mills Avenue and South of Mills Avenue. The south side already is comfortable with what they want for a project; however several alternatives are included for the north side residents. Consensus of the Board was they have no problem with splitting out the two sides. One reason for this separation is the equity issue; as for the north project it would be \$17,300 each combined, while only around \$14,000 if separated. Under statute the Board has the authority to distribute the equity cost share benefits.

Cary moved to receive the revised draft of the Fox Island Preliminary Engineering assessment. Ken seconded. Motion carried.

Missouri River Correctional Facility Flood Hazard Mitigation Feasibility Agreement:

Michael updated noting that a handout was provided providing the splits for each project task and various options related to what the cost share might be. Michael recommended holding on this until we find out which items are eligible for cost share, and consulting with the MRCC.

Hogue Island COE Section 33 Bank Stabilization Project:

Michael updated noting the bids for the project will be received by the COE on June 28th. A point of contact will be assigned for construction activity. Julie Fedorchak from Senator Hoeven's office has requested a meeting with Michael to see how the project is going and discuss other Missouri River issues. Michael questioned how active the BCWRD board wants to be in working with the COE and the constituents in providing information in the construction process. The next step that is coming will be that the private landowners will need individual permits or permissions from the BCWRD to do their rip rap. Prior to the COE taking the lead on the rehabilitation, the Board discussed working with the landowners to assist in the facilitation of the approvals to tie into the COE projects and permission from BCWRD to use your easement. Chairman Narum asked if we could provide blanket permission. Michael noted that could be



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accomplished as well as providing the standards for the type of rock, etc. The BCWRD would still need to conduct an inspection of the work.

A policy will be developed on the standards regarding requests related to what they are doing, when the work will be completed, notice upon completion, and sign off. Consensus of the Board was to have Michael develop a blanket permission form along with specifications and standards and bring it back to the board. We also will request to obtain a blanket approval from the COE for the revetment areas to be rehabilitated.

Hogue Flood Control Project: On hold.

David Bliss urged the board members to review the Voluntary Acquisition Program on the appeal process.

Burnt Creek Flood Control Repair Project:

Dennis Reep, NRCS will be providing the Board with an agreement for cost share, hopefully at our next meeting.

Hay Creek Sediment & Geomorphic Assessment:

Mike Ell met with HEI noting they are willing to participate in a grant on Hay Creek using Section 604(b) funds. Mr. Ell requested the BCWRD board to sponsor the project, which is a continuation of prior Hay Creek study efforts noting that this is a 100% grant. **Cary moved that we sponsor the study, Terry seconded.** Chairman Narum requested a Work Order when the agreement comes back. A roll call vote was taken:

Narum: Yes
Fleck: Yes
Royse: Yes
Backstrand: Yes
Keller: Absent

Motion Carried.

Sunny View Flood Control Project:

Michael noted that we will have an update at the next meeting.



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Apple Valley Cooperative Lagoon Project:

Michael noted the project will be ready for advertisement for bids after the next meeting. The City has considered the option to use their site, working with the landowner, for disposal of materials; however the site is 20 miles away, and cost is an issue. Michael noted they are continuing to work with the cooperative to locate someone closer for disposal.

Other Old Business:

Website: Will be going live this week.

Next Meeting: Tuesday, July 10th.

With no further business, the meeting adjourned at 11:30 a.m.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Mona Livdahl".

Mona Livdahl

Burleigh County Water Resource District Meeting

Members of the Public in Attendance Date: June 13, 2012

NAME - PLEASE PRINT	ADDRESS/COMPANY REPRESENTING
Forrest Eckland	1115 Parks & Rec
Jesse Rodgers	9750 Island Rd Bismarck
Dyan + Trish Emery	7245 Russell Road Bismarck
Linda	6008 Island Rd
K. Linn	4380 Wildwood St Bismarck
Raymond Bue	5128 1st Rd



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Monday, June 18, 2012 at 7:30 am

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Call to Order: Chairman Narum called the meeting to order at 7:40 a.m. noting a quorum was present.

Present: Chairman Gailen Narum, Cary Backstrand, Ken Royse and Terry Fleck, Rynee Kellar (at 8:00 a.m.), Dave Bliss, Bliss & Stebbins Law Firm; County Commissioner Doug Schonert, County Commissioner Brian Bitner and County Assessor, Al Vietmeier, (at 8:00 a.m.)

Adjourned for Executive Session at 7:40 a.m.

Discussion held about administrative issues.

Meeting reconvened at 8:30 a.m.

Members of the Public arrived: Attorney Mr. John Olson, Mr. & Mrs. Boll and Jerome Rodgers.

Members of the Public given opportunity to address the Board relative to the issue of appeal appraisals.

Adjourned for Executive Session at 8:45 a.m.

Rynee moved to request the BCWRD attorney, Dave Bliss, send letter to the resident's attorney, Mr. John Olson, regarding the decision to convey its previous first offer subject to written approval of a supplemental analysis by Al Vietmeier, County Assessor. Cary seconded. Motion carried unanimously by a roll call vote.

Meeting reconvened at 9:30 a.m. LeAnn Eckroth, Bismarck Tribune arrived. Explanation of Board motion provided.

With no further business, the meeting adjourned.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Mona Livdahl".

Mona Livdahl

BCWRD 7-10-12

Name	Project	Invoice	Amount	Code
Bismarck Parks and Rec	June	3081	\$25,213.63	904
Bliss & Stebbins Law Firm	Legal	11998	\$2,655.00	312
Houston Engineering	General	11847	\$3,158.35	315
Houston Engineering	Missouri River Flood Risk Mitigation	11848	\$388.75	933
Houston Engineering	Sandy River Drive FHMP	11850	\$663.50	933
Houston Engineering	Missouri River Correctional Facility	11849	\$5,078.00	933
County of Burleigh - Weed Board	spraying	1902	\$90.42	905
Personalized Management 5vs.	Supplies - June	5009	\$283.60	411
Personalized Management 5vs.	Typing, minutes, etc. - June	5009	\$551.25	112
Backstrand, Cary	2nd Quarter Expense Report	2nd Qtr.	\$1,080.00	111
Royse, Ken	2nd Quarter Expense Report	2nd Qtr.	\$675.00	111
Fleck, Terry	2nd Quarter Expense Report	2nd Qtr.	\$945.00	111
Kellar, Rynee	2nd Quarter Expense Report	2nd Qtr.	\$945.00	111
Narum, Gailen	2nd Quarter Expense Report	2nd Qtr.	\$1,080.00	111
		TOTAL:	\$42,807.50	

**Bismarck Parks Recreation
2012 Expenses for
McDowell Dam Recreation Park**

Month	Salaries & Wages	Employer Payroll Tax	Pension & Benefits	Operating Expenses	Total Expenses	Admin. Fee (25%)	Total Amount	Invoice Number
January	\$ 2,993.65	\$ 302.36	\$ 1,259.31	\$ 688.28	\$ 5,243.60	\$ 1,310.90	\$ 6,554.50	2970
February	\$ 2,428.02	\$ 469.02	\$ 1,259.31	\$ 2,993.54	\$ 7,149.89	\$ 1,787.47	\$ 8,937.36	2985
March	\$ 2,428.02	\$ 245.23	\$ 1,259.31	\$ 1,075.72	\$ 5,008.28	\$ 1,252.07	\$ 6,260.35	3015
April	\$ 3,577.02	\$ 361.28	\$ 1,259.31	\$ 2,657.79	\$ 7,855.40	\$ 1,963.85	\$ 9,819.25	3032
May	\$ 6,516.77	\$ 658.19	\$ 1,259.31	\$ 4,252.28	\$ 12,686.55	\$ 3,171.64	\$ 15,858.19	3047
June	\$ 14,474.74	\$ 1,453.03	\$ 1,396.93	\$ 2,846.20	\$ 20,170.90	\$ 5,042.73	\$ 25,213.63	3081
July	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,047.00	
August	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,154.00	
September	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,600.00	
October	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,523.00	
November	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,708.00	
December	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,709.00	
Total	\$ 32,418.22	\$ 3,489.11	\$ 7,693.48	\$ 14,513.81	\$ 58,114.62	\$ 14,528.66	\$ 183,384.28	To Date

Capital Improvements:

2012 Budget: \$ 181,542.00
Over Budget through May: \$ 1,842.27

A note from...

Rudolph M. Wolf

To whom it
may concern!

I have a
address change

2004 Grimsrud Drive
Bismarck, ND 58501

phone number remains
the same -
701-471-3400

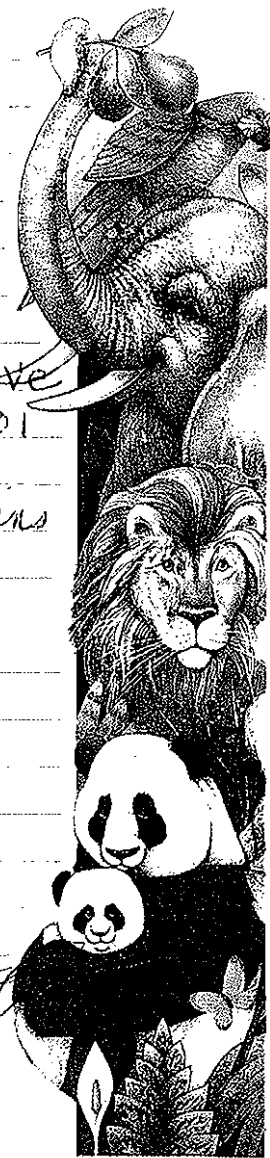
Enclosed is the
rent for 2012 -

Thank you.

Rudolph M. Wolf



A proud supporter of
World Wildlife Fund



RUDOLPH M. OR MARY WOLF



Rudy Wolf
2004 Grimsrud Dr.
Bismarck, ND 58501-1316

Date 5-11-12

7528
77-1061/913

Pay To The Order Of Bunleigh Co. Water Resource Dist

\$ 2584.00

Two thousand five hundred eighty four and 00/100

Dollars Security features included. Cliffs on back.



For McDowell Bank and Rent Rudolph M. Wolf MP

⑆091310615⑆ 0048506⑆ 7528

Mona Livdahl

From: Michael Gunsch [mgunsch@houstoneng.com]
Sent: Wednesday, June 20, 2012 11:35 AM
To: Rynee Kellar
Cc: Cary Backstrand; 'Mona Livdahl'; Craig Odenbach
Subject: Apple Creek Water Permits

Rynee:

At the June 12, 2012 BCWRD meeting it was requested that we obtain the dates for the McDowell Dam water permit applications.

The following is what we were able to find from the SWC database.

Application #6071- Apple Creek Diversion Request (Currently noted as differed – since #6270 has to be approved first)
Priority Date is 1/5/09
Comment Period ended 3/16/09

Application #6270 - Flashboards
Priority Date is 5/5/11
Comment Period ended 6/26/11

As you can see it has been some time since the application dates, but lately this is not unusual.

Given the nature of the available water in Apple Creek the Diversion Request will take time as the SWC will want to carefully analyze this request before making any recommendation.

Mona can place these in the July briefing book in response to the Board's request.

Michael H. Gunsch, PE

Principal / Senior Project Manager

O 701.323.0200 | F 701.323.0300 | C 701.527.2134



3712 Lockport St. • Bismarck, ND • 58503

mgunsch@houstoneng.com

www.houstoneng.com

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Mona Livdahl

From: Michael Gunsch [mgunsch@houstoneng.com]
Sent: Tuesday, July 03, 2012 10:45 AM
To: 'Cary Backstrand'
Cc: 'David Bliss (dbliss@blisslaw.com)'; Gailen Narum; 'Mona Livdahl'
Subject: RE: Emery - Koppang
Attachments: Emery-Koppang Drainage Complaint Plan and Profile FINAL.PDF

Cary:

The following is a summary of our meetings with Koppang and Emery, which is provided for inclusion in the July briefing book.

Both residents want the issue resolved and behind them, unfortunately this will take some work. The BCWRD's obligations are limited to the enforcement side of the issue as noted below.

➤ **Koppang**

- Agreed that the 10 foot ditch can be located on his land with the side slopes onto Emery's
- Grading to be completed from the culvert to around 70 feet downstream into Emery's property
- Requested that the work be completed by a Contractor and not by the Emery's
- **We will prepare a revision to the Single Sheet Plan and Profile Drawing (so a contractor could use to build)**
 - **Benchmark is the culvert invert – property line needs to be defined**
- Agreed that a stormwater easement signed by both parties is important for the contractor to be able to construct the project on both properties and to protect each resident from future issues. This is required to document the first item noted above

➤ **Emery**

- Understands that they are responsible for all costs (BCWRD costs to be defined, if any)
- Recognition that the primary issue is constructability given current wet ground conditions
- Noted that no Contractor would even consider the project due to the pending legal matters
- Topsoil or spoil from the excavation to be placed on the property from where it was excavated
 - Need to verify this action with Koppang, but anticipate it would be acceptable
- Agreed that a stormwater easement signed by both parties is important for a contractor to be able to construct the project on both properties and to protect each resident from future issues.
- Emery could seek to obtain a Contractor if the easement agreement were in place – this document to be recorded against the properties to avoid future complaints regarding this issue

➤ **BCWRD Obligation** (Dave Bliss input required on these items)

- Enforce the Order to restore natural drainage (watercourse)
 - Need to set a project completion timeline – (August 14th?)
- Oversight to insure that compliance with the order is achieved
 - Review with contractor upon completion
- Stormwater Easement – Landowner Obligation (Emery)
 - Legal Question – Can or should the BCWRD facilitate this process and assess cost to prepare?
- **Assignment of Costs – Possible assessment?**
 - If Emery agrees to comply can any costs be assessed – Deadline has past?
 - Can or should the BCWRD prepare the Stormwater Easement to assure agreement?
 - Engineering costs for post 6-10-2012 survey/review ~ \$1,500
 - Estimated engineering cost for plan development ~ \$ 500 (See attached)

- Estimated costs for engineering compliance review ~ \$ 750
 - Estimated survey cost for easement development ~ \$ 850
 - Need to survey property line and pins
- Total \$ 3,600

issues, Note that there are a number of unknowns related to compliance, willingness of residents, contractor

- Enforcement of survey and grading.... So these are approximate values at this stage.
- Also Recommend the BCWRD put Emery on notice for risk of basement flooding on their residence
 - This to assure that when it happens it is unrelated to the BCWRD's action in this mater

Board Action Items:

- See attached drawing and rough quantities for Board use – available to residents to provide to contractor
- Enforcement Action – Time line extension for the Order
- Authorization to provide Plan and Profile sheet to the parties
- Stormwater Easement – Define responsible parties, description and determine who is to prepare and cost
- Determine what if any costs might be assessed to Emery

If there are any questions prior to the meeting, please let me know.

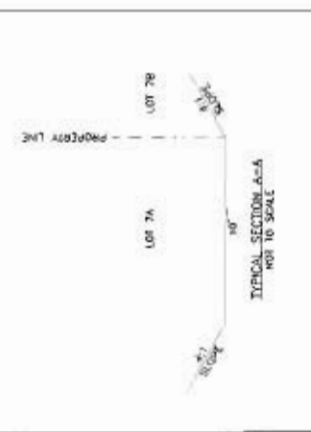
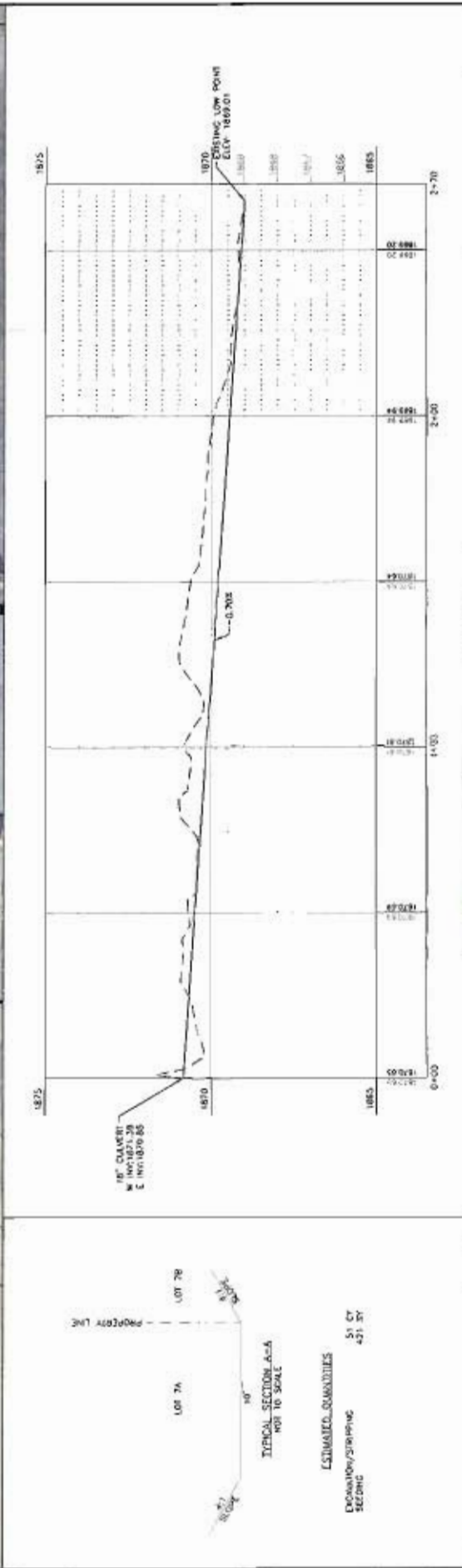
Thanks,

Michael H. Gunsch, PE
 Principal / Senior Project Manager
 O 701.323.0200 | F 701.323.0300 | C 701.527.2134

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NO.	REVISION	DATE	BY

	Bismarck P. 701.323.0200 F. 701.323.0300	Drawn By COH Checked by MHC	Date 7-3-12 Scale AS SHOWN	EMERY KOOPANG DRAINAGE COMPLAINT BURLINGHAM COUNTY WATER RESOURCE DISTRICT BURLINGHAM COUNTY, NORTH DAKOTA	PLAN AND PROFILE PROJECT NO. 4251000	SHEET 1 of 1
--	--	--------------------------------------	-------------------------------------	--	---	-----------------

18



Burleigh County Water Resource District

City/County Office Building - 221 North 5th Street
Bismarck, North Dakota 58501
Website: www.bcwrtd.org

COMPLAINT OF ADVERSE IMPACT OBSTRUCTION TO A WATERCOURSE

Chairman
Burleigh County Water Resource District
221 North 5th Street
Bismarck, ND 58501

Location of Impacted Property: lot 1 in the E 1/2 of Section 35 Township 139 North,
Range 79 West of the 5th PM Burleigh County
Location of Project Causing Impact: Land bordering the above property on the west.

Project Owner: Ed Jaszowskiak

Description of Adverse Impact and Obstruction:

The dumping of garbage and dirt that
is blocking the natural flow of water
that flows to the west off of my
land. The old trail bed is holding
water on my land so that it can't
flow off to the west.

Complaint Filed by: Sanferd J. Mees
Name: _____
Address: 11219-County Highway 10
City/State/Zip: Bismarck, ND 58501
Phone: 255-2718 Cell-400-4365

Complainant's Signature: Sanferd J. Mees
Date: June 30 2012



MAP OF GIBBS



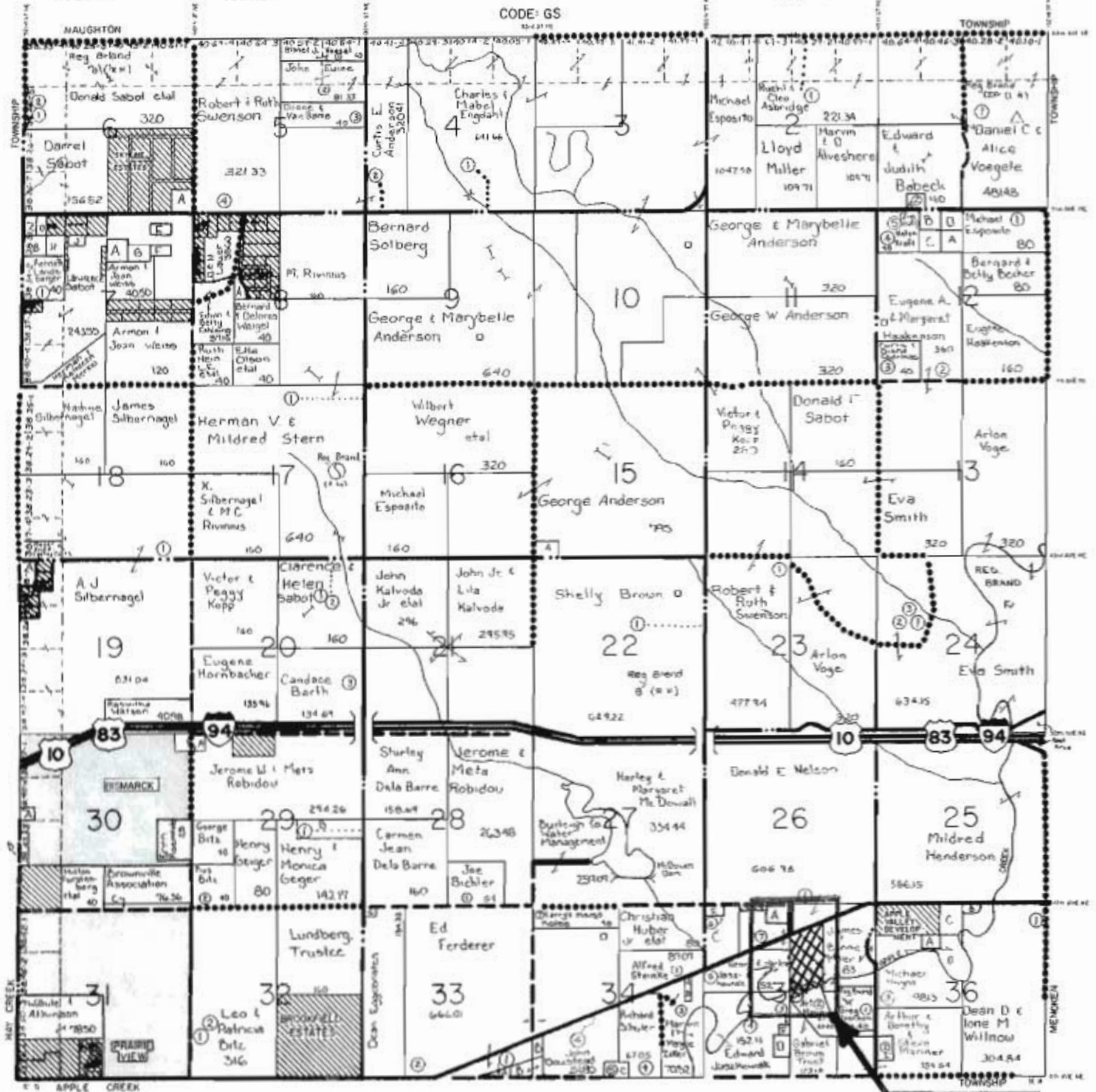
Copyright 1992

TOWNSHIP 139N

CODE GS

RANGE 79

Copyright 1992



Sanford Mees
Obstruction to
Watercourse
Complaint



Sanferd Mees

Drainage Obstruction Complaint

1680
Obstruction To
Watercourse

1670 1670



26 June 2012

Burleigh County Water Resource District
City/County Office Building-221 North 5th Street
Bismarck, North Dakota 58501-4028

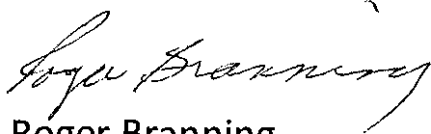
References are made:

1. To your letter dated September 30, 2010 With special attention to the note on attachment A The Houston Engineering report which states "WATER PUMPED UNDER DRAIN PERMIT #3620 MUST BE DISCHARGED SOUTH OF THIS LINE. attached
2. Google earth map which was dated 9/4/2011 showing large new water impoundments north of limits on Houston Engineering report.

From the property line I can see ditching which leads toward this impoundment. Water in the area will contribute to additional flooding of my property. I have been denied access to Brown's Property for a closer view of details.

I ask that corrective actions be taken to further alleviate destruction of my farm property.

Sincerely yours,



Roger Branning
77 Country Club Drive
Bismarck, ND 58501

Attachment # 1



Burleigh County Water Resource District
City/County Office Building - 221 North 5th Street
Bismarck, North Dakota 58501-4028

September 30, 2010

Roger W. Banning
77 Country Club Drive
Bismarck, ND 58501

Hobson Brown
16001 48th Ave SE
Menoken, ND 58558

RE: Hobson Brown Application to Drain #3620

Gentlemen:

We have received a preliminary review (enclosure #1), dated September 9, 2010 from the Office of the State Engineer, State of North Dakota, of Application to Drain #3620 submitted by Hobson Brown. The State has determined this application to be not of either statewide or inter-district significance; therefore, it is the responsibility of the Burleigh County Water Resource District to review and either approve or deny this application to drain.

ON September 13, 2010, the 8CWRD Board requested our Districting Engineer a review of this application and prepares a recommendation. (Enclosure #2)

At our regular monthly meeting on October 11, 8:00AM, at the City/County Building, 221 North 5th Street, Bismarck, ND (First floor Conference Room), the BCWRD Board will discuss and determine appropriate action on this application. You are both welcome to attend and will be provided an opportunity to comment.

Sincerely,


Gailen Narum, Chairman

Enclosures

CC: Bormann, Myerchin, Monasky & Espeseth, LLP
Attorneys at Law
PO Box 995
Bismarck, ND 58501



State of North Dakota

Office of the State Engineer

900 EAST BOULEVARD AVE. • BISMARCK, ND 58505-0850
701-328-2750 • FAX 701-328-3696 • <http://swc.nd.gov>

September 9, 2010

Gallen Narum, Chairman
Burleigh County Water Resource District
1811 East Thayer Ave
Bismarck, ND 58501

Dear Chairman Narum:

I have completed a preliminary review of Application to Drain #3620, submitted by Hobson Brown, Bismarck, for the pumping of water out of a depression in his yard. The applicant apparently does not want to fill the depression. The project is in the NW¼, Section 28, T138N-R78W (Boyd Township). The purpose is to remove sheet water from a depression area in close proximity to his home to prevent water damage to the home as experienced in 2009. My understanding is this pumping of the depression will not be constant but only as needed. The water area is three acres and the drainage area appears to be beyond eighty acres. The average depth of water is stated to be one foot or less. The drainage will be to other areas or depressions on Mr. Brown's property.

This project has been determined to be not of either statewide or interdistrict significance. Therefore, it is the responsibility of the Burleigh County Water Resource District to review this application to drain, pursuant to North Dakota Century Code §61-32-03. In evaluating this application, the District should follow the procedure described in the North Dakota Administrative Code (NDAC) §89-02-01-09.1, the second portion of which describes the procedure to be followed when processing a drainage application determined not to be of either statewide or interdistrict significance. **NDAC §89-02-01-09.2 defines the factors the District must consider when evaluating the application. A permit numbered copy of the evaluation sheet is enclosed for the District's evaluation. The District is required to address the eight points listed on the evaluation sheet, then sign and date the form.** NDAC §89-02-01-09.3 sets the time limit in which the District is to make the determination. I recommend the District attach the enclosed required conditions and add any of their own to any approved application.

If the Burleigh County Water Resource District should have any information that would indicate that the project would cause additional drainage, such information must be forwarded to the State Engineer for review prior to the District's action. Copies of this application are being provided to the NRC'S, and the Corps, at their request.

Enc 1
11

Enclosed is the original application, original evaluation sheet along with two copies of the application and two copies of the permit aerial photomap. The District's decision must be indicated on the backside of each of the applications, and then return the signed original application and signed original evaluation sheet and any other permission documents to this office where it will be kept on file. One copy of the permit application and aerial photomap is for the District's records and the second for the applicant. Make a copy of the completed evaluation sheet for the District's records and a second for the applicant.

Please contact this office if you have any questions concerning this procedure.

Sincerely,

Jim Lindseth
Water Resource Engineer

JL:jl/1581
Enclosures

cc: NRCS-Bismarck
U.S. Army Corps of Engineers Regulatory Office

BORMANN, MYERCHIN, MONASKY & ESPESETH, LLP

Attorneys at Law

Clark J. Bormann •••
Paul H. Myerchin ••
Mark S. Monasky, MD •
Ross H. Espebeth •
Sophie Y. Morgan ••

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Bismarck, ND 58501

P.O. Box 995
Bismarck, ND 58502-0995

Phone: (701)250-8968
Fax: (701)250-8982

www.bmmelaw.com

1 Certified by the National Board of Trial Advocacy
• Licensed in North Dakota
• Licensed in South Dakota
• Licensed in Minnesota

July 9, 2010

John Paczkowski
State Water Commission
900 E. Boulevard Ave.
Bismarck, ND 58501

JUL 2010

RE: *Hobson Brown – Application to Drain*

Dear Mr. Paczkowski:

Enclosed for your consideration, and to commence the permit process, please find the original **Application to Drain** which has been signed by my client, Hobson Brown. I wanted to take this opportunity in my cover letter to you to provide additional background information regarding this application.

Mr. Brown and his wife, Lisa, acquired this property (N1/2 of Sec. 28, Twp. 138 N., Rng. 78 W. in Burleigh County) in October 2004. After acquiring the property, the Browns built a home, guest quarters and a barn on the property. It was discovered, after having received approximately 100" of snow the Winter of 2008-09, that there is a depressional basin which collects sheetwater in their yard. This depressional basin filled for the first time since the Browns owned the property in the Spring of 2009 and again this Spring 2010. It appears that it fills only at times when our area receives above-normal precipitation. This would normally not concern Mr. Brown, but this sheetwater caused damage to the lower level of the guest quarters when it filled with approximately 6" of water in the Spring of 2009.

Mr. Brown has filed this application to drain because he desires to pump this depressional basin when it fills with sheetwater rather than construct a permanent drain. Based upon an informal investigation, it appears that construction of a permanent drain could cause water to flow back into the yard in times of high run-off or precipitation events, due to an insufficient change in elevation. Notwithstanding, we believe that this Application to Drain (Pump) is required and appropriate under N.D.A.C. § 89-02-01-03(2).



Hobson Brown
T138N, R78W Section 28

Grand Forks Co.
Permit No.3620



33



APPLICATION TO DRAIN
OFFICE OF THE STATE ENGINEER
Water Development Division
SFN 2830 (4/09)



I, the undersigned, am applying for a permit under NDCC Section 61-32-03, to drain a pond, slough, lake, or sheetwater, or any series thereof, which has a watershed area comprising 80 acres or more.

No. 3620
(PLEASE PRINT)

This application must be accompanied by FSA aerial photos or equivalent showing the location of the proposed drain(s).

(1) WATER RESOURCE DISTRICT IN WHICH PROJECT IS LOCATED:		Burleigh County Water District					
(2) LEGAL DESCRIPTION OF DRAIN CENTERLINE: (use separate sheet(s) if necessary)	1/4	SEC	TWP	RGE	LAT (Opt.)	LONG (Opt.)	
	NW	28	138N	78W			
	1/4	SEC	TWP	RGE	LAT (Opt.)	LONG (Opt.)	
	1/4	SEC	TWP	RGE	LAT (Opt.)	LONG (Opt.)	
(3) LEGAL DESCRIPTION of the drain outlet:	1/4	SEC	TWP	RGE	LAT (Opt.)	LONG (Opt.)	
	NW	28	138N	78W			
(4) PURPOSE: Prevent permanent water damage to home from sheetwater.							
(5) DESCRIPTION OF EACH AREA TO BE DRAINED:							
TOTAL Drainage Area	Acres	Water Area	Acres	Average Depth of Water	Feet		
3.44		Less than 3		One foot or less			
Project Drainage Area	Acres						
Approximately 3							
(5) DESCRIPTION OF DRAIN:							
TOTAL Length of Drain	Feet	Bottom Width (B)	Feet				
N/A		N/A					
Length of Drain Project	Feet	Side Slopes (S)	Foot	Maximum Cut (D)	Feet		
N/A		N/A		N/A			
(7) Construction will be completed on or before:			(8) Is the proposed drain(s) an assessment drain? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
N/A							
(9) Do you own the land to be drained in fee? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			If NO, give the name and address of the legal landowner(s):				



The filing of this application and its approval does not relieve the applicant and/or landowner(s) from any responsibility or liability for damages resulting from the construction, operation or failure of this drain.

APPLICANT'S CERTIFICATION

I understand that I must undertake and agree to pay the expense incurred in making an investigation. If the investigation discloses that the quantity of water to be drained will flood or adversely affect downstream lands, I will be required to obtain flowage easements and must file the easements in the office of the county recorder before a permit may be issued. My signature below acknowledges that I have read and agree to these statements, and will adhere to the conditions given on the back of this application.

NAME (PRINT OR TYPE):	Hobson Brown	DATE SUBMITTED:	7/09/10
ADDRESS:	16001 48th Avenue SE	PHONE NO.:	701-673-3272
ADDRESS:	Menoken, ND 58558		
SIGNATURE (Owner of the land on which the project is located or legal entity sponsoring project):			

FOR USE BY WATER RESOURCE DISTRICT AND STATE ENGINEER

The Water Resource District Board has investigated according to NDAC Section 89-0201-09.2.

The proposed drainage (will will not) flood or adversely affect lands of downstream landowners.

This application is hereby:

Denied

Signature: _____
Chairman or Secretary of Water Resource District Board

Approved

Date: _____

(1) The State Engineer or Water Resource District Board may revoke or modify the project and the rights granted under the permit to protect the public health, safety, and welfare; to protect property; or to ensure the orderly control of water resources.

(2) Construction must be completed within two years from the date of final approval.

This application:

does involve drainage of state-wide or interdistrict significance

does not involve drainage of state-wide or interdistrict significance **JE 9.9.10**

If the State Engineer has determined that this application does not involve drainage of state-wide or interdistrict significance, approval by the Water Resource District Board constitutes a permit to drain.

If the State Engineer has determined that this application involves drainage of state-wide or interdistrict significance, approval by both the Water Resource District Board and the State Engineer must be given to constitute a permit to drain.

This application involving drainage of state-wide or interdistrict significance is:

Denied

Signature: _____
State Engineer

Approved

Date: _____

CONDITIONS:

(1) The State Engineer may revoke or modify the project and the rights granted under the permit to protect the public health, safety, and welfare; to protect property; or to ensure the orderly control of water resources.

(2) Construction must be completed within two years from the date of final approval.

Mail to:

Office of the State Engineer
900 East Boulevard Avenue, Dept 770
Bismarck, ND 58505-0850

Conditions to Drain Application #3620

89-02-01-09.11. Conditions to permits - Extending time to complete project.

Unless otherwise specifically stated:

1. All permits must include the following conditions:
 - a. The project and the rights granted under the permit are subject to modification to protect the public health, safety, and welfare.
 - b. That construction must be completed within two years from the date of final approval.
2. ~~All permits of statewide or interdistrict significance must include the following conditions:~~
 - ~~a. All highly erodible drainage channels must be seeded to a sod-forming grass.~~
 - ~~b. The vegetative cover must be adequately maintained for the life of the project or control structures must be installed, or a combination of these two criteria.~~
3. A permit may be extended beyond two years for good cause shown. If the permit was not of statewide or interdistrict significance when it was originally approved, a request for an extension must be approved or disapproved by the board. ~~If the permit was of statewide or interdistrict significance when it was originally approved, a request for an extension must be approved or disapproved by the state engineer.~~ No extension may exceed two years.

The state engineer or the board may attach other conditions to the permit if deemed necessary.

History: Effective February 1, 1997; amended effective April 1, 2000.

General Authority: N.D.C.C. 28-32-02, 61-03-13

Law Implemented: N.D.C.C. 61-15-08, 61-32-03

DRAIN APPLICATION No. 3620

Under North Dakota Century Code Section 61-32-03, a water resource district may not grant a permit to drain until an investigation determines that the quantity of water to be drained will not flood or adversely affect downstream lands. The investigation must include a written evaluation of the factors given in North Dakota Administrative Code Section 89-02-01-09.2, which will then become a permanent part of the permit record.

Therefore, the Water Resource District is required to provide written responses to each of the factors listed below. Additional sheets may be attached as necessary. Upon completion, this signed form is to be returned to the State Engineer's Office along with the original drain permit application. A signed copy of this completed form must also be provided to the permit applicant.

89-02-01-09.2. Evaluation of applications - Factors considered. The state engineer, for applications of statewide or interdistrict significance, and the board, for all applications to drain, shall consider the following factors:

1. The volume of water proposed to be drained and the impact of the flow or quantity of this water upon the watercourse into which the water will be drained.
2. Adverse effects that may occur to the lands of lower proprietors. This factor is limited to the project's hydrologic effects such as erosion, duration of floods, impact of sustained flows, and impact on the operation of downstream water control devices.
3. The engineering design and other physical aspects of the drain.
4. The project's impact on flooding problems in the project watershed.
5. The project's impact on ponds, sloughs, streams, or lakes having recognized fish and wildlife values.
6. The project's impact on agricultural lands.
7. Whether easements are required.
8. Other factors unique to the project.

Signature: _____
Chairman or Secretary of Water Resource District Board

Date: _____

MEMO

Technical Memorandum



To: **Gallen Narum, PE**

From: **Craig Odenbach, PE**

Date: **September 20, 2010**

Subject: **Hobson Brown Drainage Permit
Application #3620**

Hobson Brown filed Application to Drain #3620 with the ND State Engineer. The application requests the right to drain water from his farmstead in the NW ¼ of Section 28, Township 138 North, Range 78 West. The purpose of the project was noted as "Prevent permanent water damage to home from sheetwater". The drainage area is listed on the application as 3.44 acres, but a review of the project area indicates an actual drainage area greater than 80 acres, thus necessitating a drainage permit under state law.

The application has been reviewed by the Office of the ND State Engineer. They found that the proposed drainage does not involve drainage of state wide or inter-district significance. Therefore the drainage permit has been forwarded to the Burleigh County Water Resource District for a decision. The State Engineer automatically attaches the following two conditions to any permit issued:

1. The State Engineer or Water Resource District may revoke or modify the project and the rights granted under the permit to protect the public health, safety, and welfare; to protect property; or to ensure the orderly control of water resources.
2. Construction must be completed within two years from the date of final approval.

ND Administrative Code 89-02-01-09.11 stipulates that, unless otherwise specifically stated the following condition also applies:

A permit may be extended beyond two years for good cause shown. If the permit was not of statewide or inter-district significance when it was originally approved, a request for an extension must be approved or disapproved by the board. No extension may exceed two years.

The following factors are to be considered when evaluating an application to drain:

1. The volume of water proposed to be drained and the impact of the flow or quantity of this water upon the watercourse into which the water will be drained.
2. Adverse effects that may occur to the lands of lower proprietors. This factor is limited to the project's hydrologic effects such as erosion, duration of floods, impact of sustained flows, and the impact on the operation of downstream water control devices.
3. The engineering design and other physical aspects of the drain.
4. The project's impact on flooding problems in the project watershed.
5. The project's impact on ponds, lakes, sloughs, streams, or lakes having recognized fish and wildlife values.

Handwritten notes:
5/11/03
-A

MEMO

6. The project's impact on agricultural lands.
7. Whether easements are required.
8. Other factors unique to the project.

In this case, the volume of water to be drained is not identified, but based on prior experience with Mr. Brown's situation and a site visit, his intent is to remove water from the farm yard when it becomes a threat to his buildings. Mr. Brown similarly pumped water during the spring of 2009 which was the subject of a complaint filed with the Board by a neighbor, Mr. Roger Branning. The water pumped at that time was discharged to a wetland complex that potentially impacted water levels on Mr. Branning's property, located to the north.

The map filed with the application indicated the discharge of drained waters in a location similar to that which was used in 2009. However, a site visit and a discussion with Mr. Brown revealed that he actually intends to discharge the water further south which should eliminate any potential impacts to Mr. Branning. Any permit issued should probably include a condition specifying an acceptable discharge point.

If the point of discharge is specified accordingly, the volume of water to be pumped should not have any significant impact on lower proprietors.

The third factor is the engineering design and physical aspects of the drain. Mr. Brown does not intend to construct a physical drain. He intends to pump the water overland using pipes and hoses. Therefore there is no engineering design to evaluate. Also, the standard condition attached by the State Engineer requiring construction within two years is probably not applicable.

As discussed above, the project should not have any significant impact on flooding in the project watershed, other than the positive impact of reducing the likelihood of flooding of Mr. Brown's buildings.

There would be no impact to ponds, lakes, sloughs, or streams having recognized fish and wildlife values. There should be no impact to agricultural lands. Since the conveyance is all located on Mr. Brown's property, no easements are required.

Therefore, upon consideration of these factors, the permit can be approved with the following additional condition:

- The pumped water shall be discharged south of the line illustrated in Attachment A to this permit.



WATER PUMPED UNDER DRAIN PERMIT #3620
MUST BE DISCHARGED SOUTH OF THIS LINE



DRAIN PERMIT #3620

ATTACHMENT A

Client	Project No.	Date
ASB/CORP	401-000	8-20-10
Drawn By	Checked By	
BJF	CC	
Houston Engineering Inc.		
10000 Katy Freeway, Suite 1000, Houston, TX 77054		
Tel: 281-465-1100 Fax: 281-465-1101		



Map dated 9/4/2011

New water impoundment circled in RED

Attachment A Houston Engineer Inc note states that "Water pumped under drain permit #3620 must be discharged South of this line". The impoundment is totally North of this line.





1011 Southport Loop • Bismarck, ND 58504
Phone: 701-426-9393
Email: olsonpc@midco.net

HAND DELIVERED

June 29, 2012

David R. Bliss
Attorney at Law
400 East Broadway Avenue, Suite 308
Bismarck, ND 58501

Re: Water District Acquisition/Hogue Island
Your File No.: BCH20/Hogue Island

Dear Mr. Bliss:

Please be advised that the four Hogue Island property owners have considered the re-offers from the Burleigh County Water Resource District attached to your letter dated June 18, 2012. Your letter includes a reference to the re-offers being "subject to the County Assessor's written approval and analysis of (my) respective clients' appraisals in this matter". Other than the Assessor's comments at the meeting, we are unaware of any further "analysis" by the Assessor.

In any event, my clients hereby exercise their right to a second stage appeal as set forth in the procedure manual adopted by the BCWRD and Burleigh County. As further provided, we request that a time be scheduled to present additional information relating to the appraisals previously submitted. If convenient for the Board, we also respectfully request that the meeting be scheduled for July 16th or 17th so our appraiser can personally attend.

Thank you for your consideration and we hope to hear from you soon so we can bring this matter to a timely conclusion.

Sincerely,

John M. Olson

Cc: Rodney and Laura Boll
Jerry Rodgers
Steve Bernard
Bradford and Heather Magnus

DRAFT

Date: July 11, 2012

To: Fox Island Residents

From: Burleigh County Water Resource District

The Burleigh County Water Resource District will hold a public informational meeting regarding the development of a flood control project for the Fox Island area on July 30, 2012 at 5:30 pm in the Tom Baker Meeting Room; City/County Building; 221 North 5th Street; Bismarck, ND.

The purpose for this meeting is to receive public input regarding the currently proposed project configuration and the process for establishing the project as outlined in the Draft Preliminary Engineering Report which is available for viewing at the Burleigh County Water Resource District website: <http://www.bcwrld.org/>.

A presentation outlining the findings of the Draft Preliminary Engineering Assessment and the process for establishing the project (or projects) will be provided at 5:30 pm. Public comments will be received immediately following the presentation. Input provided at this public meeting will be considered by the Burleigh County Water Resource District as the Engineering Report and project configuration are finalized and the next steps in formally establishing the project (or projects) in accordance with ND Century Code Chapter 61-16.1 are initiated.

The next step in the project formation process, following the public informational meeting, will be a public hearing and a vote of the residents. This will be explained in more detail during the presentation. As a homeowner in the proposed project area, you are invited to participate in the July 30 public hearing. If you have any questions regarding the process or the draft report prior to the meeting, please direct them to Michael Gunsch, Houston Engineering, at 323-0200.

Sincerely,

Gailen Narum, Chairman
Burleigh County Water Resource District

Work Order No. 12 – Addendum #2



BCWRD - WORK ORDER

Houston Engineering, Inc. (HEI) agrees to perform for the **Burleigh County Water Resource District** (BCWRD) on this Project, the Services described below, attached or referenced. These Services shall be performed subject to and upon the terms and conditions as set forth in the **Engineering Services Agreement** dated March 2002 by and between HEI and the BCWRD, which Agreement is hereby amended to incorporate this Work Order.

WORK ORDER NAME: Fox Island Flood Hazard Mitigation Evaluation

SERVICES: Provide engineering, environmental, scientific, technical, surveying and administrative services as outline in the attached scope of services, **Attachment A**. The amount budgeted for the completion of these services increased from \$31,200 to \$52,300 due to a geographic expansion in scope to include the Harbor Drive area and the direction to focus on a perimeter levee to protect the entire area as reflected in Addendum #1.

The project has expanded into two separate projects, as approved by the BCWRD, with additional alternatives having been reviewed. One project for the Harbor Drive Area North of Mills Avenue; and another for the remainder of Fox Island located south of Mills Avenue. Subsequently, additional work is required above and beyond that identified in the original Work Order #12 and Addendum #1. These additional tasks are identified in the Attached Scope of Services and total \$17,000, bringing the total under Work Order #12 to \$69,300. All work will be completed on a time and materials basis.

CLIENT'S RESPONSIBILITY: Establish primary point of contact for directing activities. (Bismarck Office)

SPECIAL PROVISIONS: This work is being completed to evaluate the flood hazard protection and mitigation alternatives for the Fox Island area in Burleigh County. Project status updates will be provided at the BCWRD's regularly scheduled Board meetings. Any outside services not included in this scope of services and will be invoiced by any service provider directly to the client. The anticipated completion date for this scope of services is the fall of 2012.

STANDARD RATE SCHEDULE: Yes **EFFECTIVE DATE:** Upon Board Approval

SPECIAL TERMS AND CONDITIONS: As described by the **Engineering Services Agreement**. HEI's 2012 Water Resource District Rate Schedule, see **Attachment B**, will apply to this work order.

AUTHORIZATION

This Work Order and the scope of services (the "Services") defined herein are approved and HEI is hereby directed and authorized to proceed with the Services for the designated Project in accordance with the terms and conditions of the above-referenced Agreement.

Requested By:
Burleigh County Water Resource District (OWNER)

Accepted By:
Houston Engineering, Inc. (ENGINEER)

By: _____
Gailen Narum, Chairman

By: _____
Michael H. Gunsch, P.E.
Principal/Project Manager

Date: _____

Date: _____

Attachment A
Fox Island Scope of Services
Flood Hazard Mitigation Evaluation
Work Order #12 – Addendum #2
Additional Tasks

Task #1 – State Water Commission Cost Share Eligibility **\$ 500**

Obtain a determination concerning the cost share eligibility of roadway grade raises as flood control measures and related cost share issues. A meeting with the SWC prior to a formal cost share request is anticipated.

Task #2 – City/County Coordination **\$ 2,500**

One meeting has been held and another is scheduled to coordinate the County’s work on Tavis Road and the City’s work on Riverwood Drive and Mills Avenue considering the Flood Hazard Mitigation Alternatives being evaluated for the Fox Island area.

Task #3 – Assessment Districts **\$ 1,250**

The decision to separate the proposed improvements and develop as two distinct projects with separate assessment districts requires additional work to establish, publish, and notice the assessment list and related documents.

Task #4 – Public Informational Meeting **\$ 5,000**

The public information and stakeholders meetings were not included in the original scope of services. The stakeholder’s meeting was very useful and beneficial in disseminating information to and receiving feedback from the steering committee and homeowners association. The public informational meeting, scheduled for late July, will similarly be beneficial to receive feedback regarding the proposed projects, prior to finalization of the engineering report, consideration of a SWC cost share request, holding the public hearing.

Task #5 – Final Report **\$ 5,000**

Given the opposition of some Harbor Drive residents to the construction of a levee along the river, it was necessary to evaluate and develop an Opinion of Probable Cost for alternatives that included a grade raise on Mills Avenue and West Harbor Drive. The need to evaluate this additional alternative was not foreseen in the original scope or Addendum #1. The decision to separate the protective measures into two projects also necessitated the production of additional information for Preliminary Engineering Report related to each project. This report documentation is necessary for submittal to the North Dakota State Water Commission for cost share.

Task #6 – Public Hearings & Election **\$ 2,750**

The decision to separate the projects necessitates two public hearings and election process.

Total Cost **\$ 17,000**

June 29, 2012

Mr. Gailen Narum
Chairman
Water Resource District
Burleigh County
2422 Lacorte Lp
Bismarck, ND 58503

PROJECT NO. CER-1-981(099)109, PCN 19992
SEC 7, 8, 17 & 18; T138N; R80W
RIVERWOOD DRIVE / MILLS AVENUE
CITY OF BISMARCK
BURLEIGH COUNTY

The City of Bismarck, in cooperation with the North Dakota Department of Transportation and Federal Highway Administration, is proposing a roadway improvement in the City of Bismarck on Riverwood Drive and Mills Avenue. The project is located in southwest Bismarck near the Missouri River and is anticipated to be approximately 2.5 miles in length. This project is in response to roadway damage and access challenges related to the 2011 Missouri River flood event. A project location map is attached.

The rehabilitation and reconstruction project consists of various improvements along Riverwood Drive and Mills Avenue and the multi-use trail adjacent to Riverwood Drive. The following summarizes the proposed improvements.

- Mills Avenue
 - Reconstruct/grade raise
 - Right of way or easements will be required
- Riverwood Drive (Mills Avenue to approx. 0.75 miles N. of Mills Avenue)
 - Full depth asphalt repair to damaged areas (roadway & multi use trail)
 - Chip seal of repair areas and surface damage
 - Replace damaged curb and gutter
- Riverwood Drive (approx. 0.75 miles N. of Mills Ave to Bismarck Expressway)
 - Reconstruct/grade raise
 - Realign roadway and multi-use trail east of the existing roadway
 - Right of way or easements will be required

- Riverwood Drive (Adjacent to Bismarck Expressway)
 - Full depth asphalt repair to damaged areas
 - Chip seal of repair areas and surface damage

It is anticipated that traffic will be maintain through the project during the construction operations on Riverwood Drive. During construction on Mills Avenue, traffic may be detoured around the project location.

This project is expected to be constructed during the 2013 construction season.

To ensure that all social, economic, and environmental effects are considered in the development of this project, we are soliciting your views and comments on the proposed project pursuant to Section 102(2) (D) (IV) of the National Environmental Policy Act of 1969, as amended. We are particularly interested in any property which your department may own or have an interest in and which would be adjacent to the proposed roadway improvement. We would also appreciate being made aware of any proposed developments your department may be contemplating in the areas under consideration for the proposed roadway facility. Any information that might help us in our studies would be appreciated.

Information or comments relating to environmental or other matters that you might furnish will be used in determining if this project is a "categorical exclusion" or whether an "Environmental Assessment" or a "Draft Environmental Impact Statement" will be prepared.

It is requested that any comments or information be forwarded to our office on or before July 30, 2012. If no reply is received by this date, it will be assumed that you have no comment on this project.

If further information is desired regarding the proposed roadway improvement, please Jason Gullicks at 701.323.3950 in Bismarck, North Dakota.

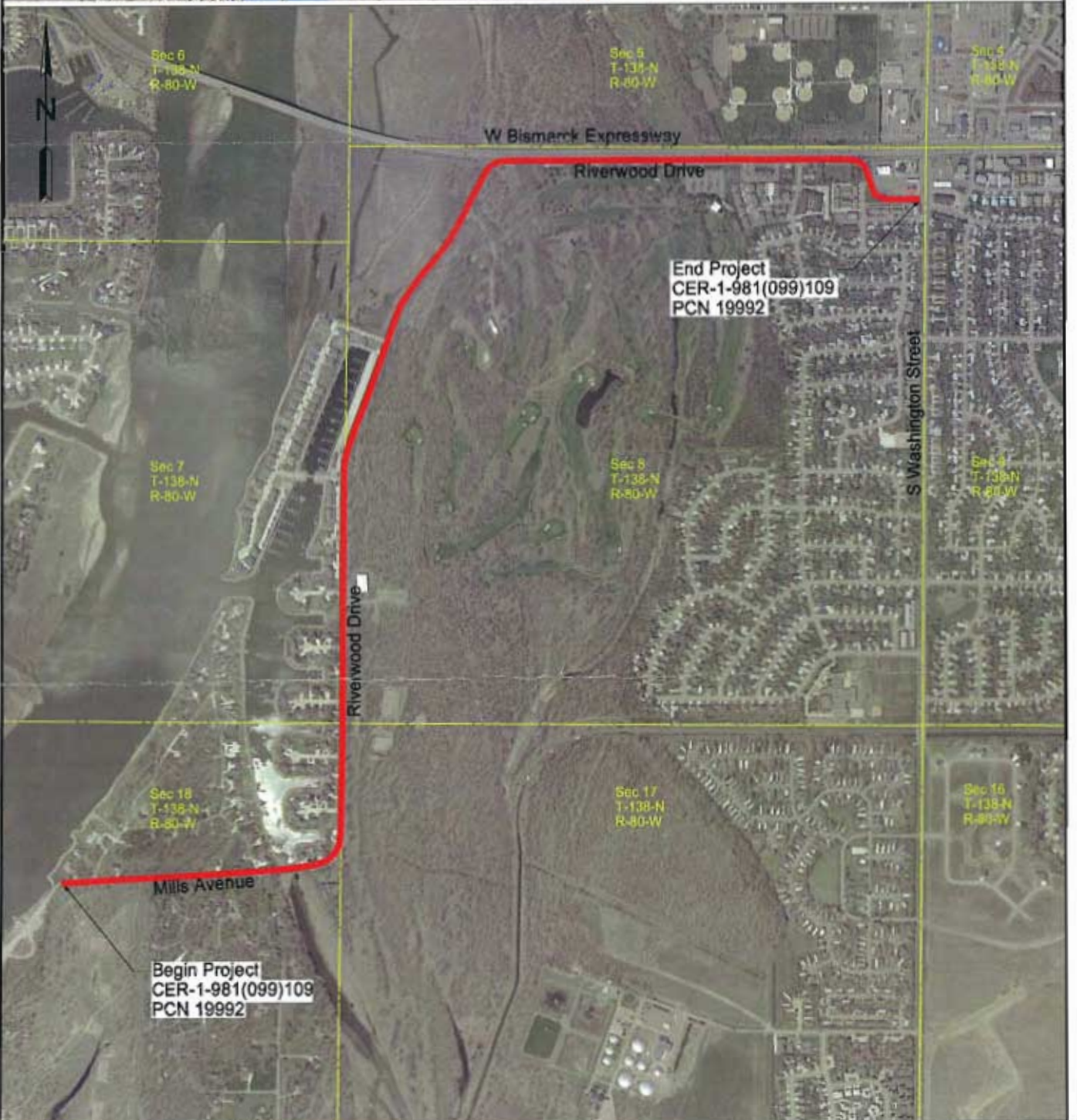
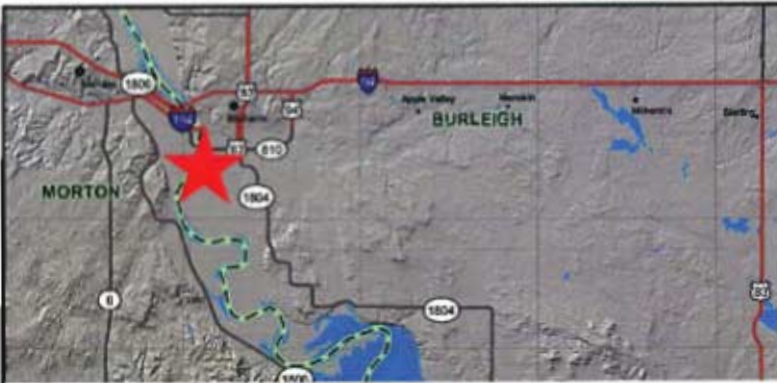


JASON P. GULLICKS, PE
PROJECT MANAGER

Jg/dm

Enclosure

4/8



United States Department of Agriculture



Natural Resources Conservation Service
P.O. Box 1458
Bismarck, ND 58502-1458

June 22, 2012

Mr. Gailen Narum
Burleigh County Water Resource District
City/County Office Building
221 North 5th Street
Bismarck, ND 58501-4028

Subject: Project Agreement 68-6633-12-001
Burnt Creek – Missouri River – Flood Control Project Repair

Dear Mr. Narum,

Please find enclosed two original copies of the Project Agreement for the Burnt Creek Flood Control Project Repair between the Burleigh County Water Resource District and the Natural Resources Conservation Service. Also enclosed is the NRCS-ADS-78, Assurances Relating to Real Property Acquisition.

Please review and obtain the appropriate signatures on each of the original documents. After NRCS signs the documents, a fully executed agreement will be return to you for your file.

I will be preparing the solicitation package for this project in the near future for posting at www.fedbizopps.gov. However, I will not be able to award a contract until I receive the enclosed Project Agreement and NRCS-ADS-78 back from your organization.

Please feel free to contact me with any questions at 701.530.2014 or by email at pam.schell@nd.usda.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Pamela L. Schell".

PAMELA L. SCHELL
Contract Specialist

Enclosures

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

-
- A. PURPOSE — This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

-
- B. PROJECT MEASURES COVERED —

Name of project Burnt Creek - Missouri River

Identity of improvement or development Burnt Creek Flood Control Project Repair

Location Bismarck, Burleigh County, North Dakota

-
- C. REAL PROPERTY ACQUISITION ASSURANCE —

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

-
- D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS —

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

Burleigh County Water Resource District

(Name of Sponsor)

This action authorized
at an official meeting

By: _____

_____ on _____

Title: _____

day of _____, 20____,

Date: _____

at _____

State of _____

Attest: _____
(Name)

(Title)

(Name of Sponsor)

This action authorized
at an official meeting

By: _____

_____ on _____

Title: _____

day of _____, 20____,

Date: _____

at _____

State of _____

Attest: _____
(Name)

(Title)

UNITED STATES DEPARTMENT OF AGRICULTURE

NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2012, by and between the Burleigh County Water Resource District, Burleigh County, North Dakota, hereinafter referred to as the Sponsors; and the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program (CFDA 10.923 EWP) and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, Intergovernmental Cooperation Act of 1968 (P.L. 90-577; 82 Stat. 1102) Section 302; and

WHEREAS, the NRCS and the Sponsors agree to install emergency watershed protection measures to repair damages to the Burnt Creek Flood Control Project and related facilities caused by the 2011 Missouri River flood event.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsors and NRCS do hereby agree as follows:

A. It is hereby agreed that the following described work is to be performed at an estimated cost of \$121,905.00:

Project Title	Description	Est. Amount	DSR No.
Burnt Creek – Missouri River	Flood Control Dike/Structure Erosion	\$113,400.00	015-12-01

B. THE SPONSORS WILL:

1. Provide 25 percent of the cost of providing the services described in Section A. This cost to the sponsors is estimated to be \$28,350.00.
2. If approved by NRCS, the sponsor may provide engineering, design and inspection services. The maximum value of all engineering, design and inspection services shall not exceed 7.5 percent (\$8,505.00) of the total *actual*

cost of constructing the emergency watershed protection measures described in Section A.

3. Provide certification (complete and sign NRCS-ADS-78) that real property rights have been obtained for works of improvement described in Section A supported by an attorney's opinion attached thereto and provide a copy of such to the NRCS.
4. Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance in accordance with Attachment B.
5. Provide authorized technical services, including but not limited to obtaining basic information; preparation of drawings, designs and specifications; inspection services; and quality assurance during contract performance.
6. Arrange for and conduct final inspection of completed emergency measures with the Sponsors to determine whether all work has been performed in accordance with contractual requirements. Accept work from the contractor and notify NRCS of acceptance.
7. Sponsors shall make application for permits within 45 days of receiving copies of the Damage Survey Report (DSR), plans and specifications from NRCS. Sponsor will make every effort to ensure that the permits are provided within 90 days of receipt of copies of the DSR, plans and specifications. This effort shall include follow-up with the permitting authority regarding issuance of the permit
8. Provide copies of all NEPA compliant permits which have been secured for the works of improvement described in Section A. Sponsors will notify NRCS of environmental clearance or any unresolved concerns.
9. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
10. Appoint the following individuals as the Technical/Administrative Liaison between the Sponsors and the NRCS:

Name: Gailen Narum, Chairman
Burleigh County Water Resource District
Address: 2422 LaCorte Loop
Bismarek, ND 58501
Phone No: 701- 323-0167

11. Make payment to NRCS upon receipt of billings as outlined in Paragraph C.5. Payments must be received within 30 days from the date of billing.
12. Comply with applicable requirements in Attachment A to this agreement.

C. NRCS WILL:

1. Provide 75 percent of the cost of the services described in Section A. This cost to NRCS is estimated to be \$85,050.00 for constructing the emergency watershed measures.
2. Provide the value of the Sponsor provided engineering, design, and inspection services not to exceed 7.5 percent of the cost of constructing the emergency watershed measures estimated to be \$8,505.00 described in Section A. Reimbursement will be based on actual engineering, design and inspection services provided with supporting documentation.
3. Contract for the emergency measures described in Section A. Contracting work will include preparation of solicitation package, advertising, opening of bids, awarding contract and working with contractor on modifications and payments.
4. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project. Obtain 404 Permit as required
5. Assist in the final inspection of completed emergency measures with the Sponsors to determine whether all work has been performed in accordance with contractual requirements.
6. Bill the sponsors for 25% of the total dollar value of work described in Section A.
7. Appoint the following individuals as the technical and administrative liaisons between the NRCS and Sponsors:

Technical Government Representative

Name: Dennis Reep
Address: 220 E. Rosser Ave., Room 256
Bismarck, ND 58501
Phone No: 701-530-2091
Fax No. 701-530-2112
Email Address: dennis.reep@nd.usda.gov

Administrative

Name: Paul King
Address: 220 E. Rosser Ave., Room 278
Bismarck, ND 58501
Phone No: 701-530-2005
Fax No: 701-530-2109
Email Address: paul.king@nd.usda.gov

D. IT IS MUTUALLY AGREED THAT:

1. This agreement is effective the day it is fully executed by all parties to the agreement. This agreement shall expire on September 30, 2013.
2. This agreement may be renegotiated, amended or modified by a written amendment as mutually agreed to by both parties.
3. The procurement of materials for accomplishing the emergency measures described in Section A will not be made from the Sponsors or firms in which any official of such organization or any member of such official's immediate family has direct or indirect financial interest in the pecuniary profits of such firm.
4. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the sponsors has failed to comply with any of the conditions of this agreement. The NRCS shall promptly notify the sponsors in writing of the determination and reasons for the termination, together with the effective date. Payment made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the sponsors.
5. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsors is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
6. The furnishing of financial and other assistance by NRCS is contingent upon the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of Congress to appropriate.
7. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for the corporation's general benefit.
8. Employees of NRCS shall participate in efforts under this agreement solely as representatives of NRCS. To this end, they shall not participate as directors,

officers, employees, or otherwise serve or hold themselves out as representatives of the Sponsors or any member therein. They also shall not assist the Sponsors or any member with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the Sponsors or any member, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the agency.

9. Employees of the Sponsors shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.
10. Activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes, names, Section 504 of the Rehabilitation Act of 1983, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975 and in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A7B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

BURLEIGH COUNTY WATER RESOURCE DISTRICT

BY: _____

TITLE: _____

DATE: _____

This action authorized at an official meeting of the Burleigh County Water Resource District on the _____ day of _____, 2012 at _____, North Dakota.

Signature & Title

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

BY: _____

TITLE: State Conservationist

DATE: _____

Attachment A – Special Provisions
Attachment B – Operation and Maintenance

ATTACHMENT A - SPECIAL PROVISIONS

The Sponsor agrees to comply with the following special provisions.

I. Drug-Free Workplace.

By signing this agreement, the Sponsor is providing the certification set out below. If it is later determined that the Sponsor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFS 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a sponsor directly engaged in the performance of work under a grant, including: (I) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the sponsor's payroll. This definition does not include workers not on the payroll of the sponsor (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the sponsors' payroll; or employees of sub-recipients or subcontractors in covered workplaces).

Certification:

A. The sponsor certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

- (1) The danger of drug abuse in the workplace;
- (2) The sponsor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs;
and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph 9a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and

(2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;

(e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The Sponsor may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if agreement exceeds \$100,000)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or a Member of Congress in

connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Sponsor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. Certification Regarding Debarment, Suspension, and Other Responsibility matters - Primary Covered Transactions, (7 CFR 3017)

(1) The Sponsor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary Sponsor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

IV. Clean Air and Water Certification (Applicable if agreement exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The Sponsor signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is _____, is not X, listed on the Environmental Protection Agency List of Violating Facilities.

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt sub-agreement.

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The Sponsor agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. sq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.

(2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt sub-agreement, including this subparagraph A. (4).

B. The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned leased, or supervised by a sponsor, to be utilized in the performance of an agreement or sub-agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the sponsor assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

ATTACHMENT B - OPERATION AND MAINTENANCE
EWP RESTORATION AND STABILIZATION

Inspections and maintenance are required to achieve the intended function, benefits, and life of the practice. The sponsor is responsible to establish and implement an inspection and maintenance program. Items to inspect and maintain during the design life of the practice include, but are not limited to, the following:

1. Inspect after significant storm events and at least annually to identify repair and maintenance needs.

Mona Livdahl

From: Gailen Narum [gonarum@yahoo.com]
Sent: Friday, June 22, 2012 6:54 AM
To: Mike J. Ell
Cc: Mona Livdahl; Michael Gunsch; Craig Odenbach
Subject: Hay Creek Sediment and Geomorphic Assessment
Attachments: 20120620093511.pdf

Mike Ell:

At the June 13, 2012, Burleigh County Water Resource Board meeting we were informed that you would be requesting the BCWRD to sponsor a 100% 604(b) funded Sediment and Geomorphic Assessment project for Hay Creek. By motion, the BCWRD Board agreed to sponsor the study.

As part of your request, please review the attached Work Order No. 19, from Houston Engineering and let us know whether this Work Order will meet your requirements for such funding. I assume the District will be receiving an agreement outlining the requested requirements, etc..

We will look forward to working with you.

Gailen Narum, Chairman
Burleigh County Water Resource District Board
202-7665



BCWRD - WORK ORDER

Houston Engineering, Inc. (HEI) agrees to perform for the Burleigh County Water Resource District (BCWRD) on this Project, the Services described below, attached or referenced. These Services shall be performed subject to the Engineering Services Agreement dated March 2002 by and between HEI and the BCWRD, which agreement is hereby amended to incorporate this Work Order.

WORK ORDER NAME: Hay Creek Sediment and Geomorphologic Assessment

SERVICES: Provide general technical, engineering, surveying and administrative services as requested or directed by the BCWRD and its Board of Managers related to compilation of historic data, geomorphologic assessment, and sediment yield assessment. See **Attachment A** - Scope of Services, **Attachment B** - Rate Schedule and **Attachment C** - General Terms and Conditions

These services will be completed on an hourly time and materials basis in accordance with the provided scope budget. If these costs exceed \$19,100 or scope changes occur any work beyond this will require additional authorization from the BCWRD.

CLIENT'S RESPONSIBILITY: Establish primary point of contact for directing activities.

SPECIAL PROVISIONS: HEI shall maintain a record of all services and provide status updates at the BCWRD's regularly scheduled or special Board meetings. Funding for this work is provided through a Section 604(b) grant from the ND Department of Health.

STANDARD RATE SCHEDULE: BCWRD Rate Schedule **EFFECTIVE DATE:** Upon Board Approval

Rate schedule subject to revision January 1st of each year with Board Approval

SPECIAL TERMS AND CONDITIONS: As described by the Engineering Services Agreement

AUTHORIZATION

This Work Order and the scope of services (the "Services") defined herein are approved and HEI is hereby directed and authorized to proceed with the Services for the designated Project in accordance with the terms and conditions of the above-referenced Agreement.

Requested By:

Accepted By:

Burleigh County Water Resource District
(OWNER)

Houston Engineering, Inc.
(ENGINEER)

By: _____

By: _____

Gailen Narum, Chairman

Michael H. Gunsch, P.E.
Principal/ Senior Project Manager

Date: _____

Date: _____

Hay Creek Sediment & Geomorphologic Assessment

Work Order #19 - Attachment A

Scope of Services

Task 1 – Historic Data **\$1,700**

This will include compilation and organization of the prior existing sediment and geomorphologic data including prior electronic files for the prior surveyed cross sections.

Task 2 – Geomorphologic Assessment **\$13,800**

The current stream morphology will be assessed and compared to historic conditions. This will include the following three approaches:

- Historic Aerial Imagery

Aerial Imagery will be used to characterize geomorphologic changes in sinuosity, channel length and estimated slope since the 2001 baseline work was completed.

- Re-Survey of Cross Sections

The cross sections from the prior assessment will be re-surveyed and the results used to further characterize geomorphologic changes.

- Field Geomorphology Assessment

Prior Geomorphologic Sites will be re-visited and stream will be re-classified. Comparative photos will be taken at prior photo sites.

A Technical Memorandum will summarize the results of the geomorphologic assessment.

Task 3 – Sediment Yield Assessment **\$3,600**

The daily streamflow record published by the USGS will be used in conjunction with the newly developed sediment/discharge rating to quantify annual sediment yields for the watershed. The resulting sediment yields will be compared to A. Simon reference condition sediment yields to assess Hay Creek's degree of impairment in respect to sediment load. The results will be summarized in a Technical Memorandum.

Total Cost **\$19,100**

2012 PREFERRED CLIENT FEE SCHEDULE



The following is a schedule of hourly rates and charges for engineering and surveying services offered by Houston Engineering, Inc. Note that the rates shown represent a discount from our standard hourly labor rates rounded to the nearest dollar.

Senior Project Manager	135.00 per hour
Project Manager	124.00 per hour
Project Engineer	112.00 per hour
Professional Engineer	100.00 per hour
Design Engineer	90.00 per hour
Graduate Engineer	80.00 per hour
Legislative/Grant Specialist	115.00 per hour
Expert Witness	149.00 per hour
Senior Environmental Project Manager	136.00 per hour
Senior Environmental Scientist	118.00 per hour
Environmental Scientist	102.00 per hour
Scientist	89.00 per hour
Graduate Scientist	80.00 per hour
Senior Designer	99.00 per hour
Designer	84.00 per hour
Senior Land Surveyor	110.00 per hour
Land Surveyor	93.00 per hour
Graduate Land Surveyor	80.00 per hour
Senior Construction Engineer	110.00 per hour
Construction Engineer	93.00 per hour
Graduate Construction Engineer	80.00 per hour
Senior Technician	80.00 per hour
Technician	72.00 per hour
Graduate Technician	63.00 per hour
Technician Intern	55.00 per hour
Senior GIS Project Manager	117.00 per hour
GIS Project Manager	104.00 per hour
GIS Developer	95.00 per hour
GIS Specialist	80.00 per hour
GIS Technician/Developer II	70.00 per hour
GIS Technician I	61.00 per hour

Surveyors:	One-person crew	96.00 per hour
	Two-person crew	119.00 per hour
	Three-person crew	148.00 per hour
	Four-person crew	169.00 per hour
CADD Manager		80.00 per hour
CADD Supervisor		72.00 per hour
Senior CADD Operator		63.00 per hour
CADD Operator		55.00 per hour
Computer Technician		98.00 per hour
Senior Administrative Assistant		55.00 per hour
Administrative Assistant		50.00 per hour

Chargeable Expenses

Subsistence	Actual Cost
Travel Vehicles - 2-wheel drive	IRS Standard Mileage Rate
4-wheel drive	IRS Standard Mileage Rate + \$0.20 per mile
GPS Equipment	\$25.00 per hour per unit
Robotic Total Station	\$20.00 per hour
All Terrain Vehicle / Snowmobile / Boat	\$15.00 per hour
Long distance telephone, facsimile, overnight mail and postage	Actual Cost
Cost of surveying materials, printing, special equipment, and other materials required for the job	Actual Cost
Sub-Consultants	Actual Cost + 10%

HOUSTON ENGINEERING INC.

General Terms and Conditions



1. ABSENCE OF WARRANTY

All services of Houston Engineering, Inc. ("ENGINEER") and its affiliates, subsidiaries, independent professional associates, consultants, and subcontractors required by the agreement between OWNER and ENGINEER ("Agreement") will be performed in a reasonable and prudent manner in accordance with generally accepted engineering practice. All estimates, recommendations, opinions, and decisions of ENGINEER will be made upon the basis of the information available to ENGINEER and ENGINEER's experience, technical qualifications, and professional judgment.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES OR GUARANTEES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE PERFORMED OR MATERIALS PROVIDED UNDER THE AGREEMENT.

2. INVOICES

Invoices will be submitted periodically (customarily on a monthly basis), and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at a rate of one (1.0) percent per month from the date of invoice, if the unpaid balance is not paid within 30 days. In addition, ENGINEER may, after giving seven (7) days' written notice to OWNER suspend services without liability until OWNER has paid in full all amounts due ENGINEER on account of services rendered and expenses incurred, including interest on past due invoices. Payment of invoices is not subject to discounting by OWNER. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of the Agreement between ENGINEER and OWNER.

3. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute ENGINEER's estimate to perform the services required to complete the Project, as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that negotiation of change in scope and adjustment to the time of performance and compensation can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified accordingly.

4. PAYMENT

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, or per diem), the provisions of subparagraph a. shall apply in addition to the provisions of subparagraphs b. through d.

- a. The minimum time segment for charging fieldwork is one (1) hour. The minimum time segment for charging work done at any of ENGINEER's offices is one-quarter hour.
- b. Other direct costs, excluding travel and subsistence, are payable at actual documented cost plus 10% for handling and administration. This shall include such items as shipping, communication, printing and reproduction, computer services, supplies and

equipment, and equipment items rented from commercial sources. Travel and subsistence expenses of personnel when on business connected with the Project are reimbursable at cost. The use of re-usable field and support equipment owned by ENGINEER will be billed at negotiated rates.

- c. When applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, OWNER will be advised at the start of an assignment, task, or phase. Analyses performed in ENGINEER's or ENGINEER's subconsultant's laboratories will be billed on a unit-cost-per-analysis basis, unless specified otherwise in the accompanying Proposal.
- d. Invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense, but not actual documentation. If requested by OWNER, documentation will be supplied at the cost of providing such documentation, including labor and copying costs.

5. TERMINATION

Either party may terminate the Agreement, in whole or in part, by giving fourteen (14) days' written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of payment is based upon cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs ENGINEER incurs relating to commitments that had become firm before termination and for a reasonable profit for services performed.

6. LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions, and unless otherwise subject to a greater limitation, ENGINEER's total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000 or the total compensation received by ENGINEER hereunder, and OWNER hereby releases ENGINEER from any liability above such amount.

7. INSURANCE

ENGINEER agrees to purchase, at its own expense, Workers' Compensation insurance and Comprehensive General Liability insurance and will, upon request, furnish insurance certificates to OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance subject to the limitation of liability contained in Section 6. ENGINEER agrees to purchase additional insurance if requested by OWNER (presuming such insurance is reasonably available from carriers acceptable to ENGINEER) provided OWNER reimburses the costs for additional insurance.

8. HAZARDOUS SUBSTANCE INDEMNIFICATION

ENGINEER hereby states, and OWNER acknowledges, that neither ENGINEER nor ENGINEER's consultants have any professional liability (errors or omissions) or other insurance, and neither is able to reasonably obtain such

HOUSTON ENGINEERING INC.
General Terms and Conditions



insurance, for claims or claims expenses arising out of the performance of or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings, and specifications, related to the investigation, detection, abatement, replacement, or removal of parts, materials, or processes containing asbestos or relating to the actual, alleged, or threatened discharge, dispersal, release or escape of pollutants (defined herein as any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste). Accordingly, OWNER hereby agrees to bring no claim for negligence, breach of contract, indemnity, or other action against ENGINEER, its principals, employees, agents, and consultants, if such claim in any way would relate to asbestos or pollutants in the Project. OWNER further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless ENGINEER, its principals, employees, agents, and consultants from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of ENGINEER's services hereunder, or claims brought against ENGINEER by third parties and arising from ENGINEER's services or others' services and/or work related to asbestos and/or pollutant activities.

9. INDEMNIFICATION

OWNER shall defend, indemnify, and hold harmless the ENGINEER from and against all actions and claims, including attorneys' fees and other costs of litigation related thereto, involving or in any way relates to establishing the right to indemnification, which may arise out of or in any way relates to OWNER'S failure to perform any of its obligations under the Contract.

ENGINEER shall indemnify and hold harmless OWNER from all actions, claims, accounts, demands, losses, injuries, and expenses, including attorney's fees and other costs of litigation, which may relate to ENGINEER'S negligent acts, negligent errors or willful omissions.

10. PROJECT SITE

OWNER shall furnish or cause to be furnished to ENGINEER all documents and information known to OWNER that relate to the identity, location, quantity, nature, or characteristics of any hazardous waste at, on, or under the site. In addition, OWNER shall furnish such other reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by ENGINEER for proper performance of its services. ENGINEER shall be entitled to rely upon OWNER-provided documents and information in performing the services required under this Agreement; however, ENGINEER assumes no responsibility or liability for the accuracy or completeness of said documents and information. OWNER-provided documents will remain the property of OWNER.

ENGINEER will not direct, supervise, or control the work of contractors or their subcontractors. ENGINEER's services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

ENGINEER shall be responsible only for its activities and those of its employees on any site. Neither the professional activities nor the presence of ENGINEER, its employees, or its subcontractors on a site shall imply that ENGINEER controls the operations of others; nor shall this be construed to be an acceptance by ENGINEER of any responsibility for job-site safety.

11. DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that ENGINEER is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter, or disposer of hazardous or toxic substances found or identified at a site. OWNER shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at a site.

12. CONFIDENTIALITY

ENGINEER shall maintain as confidential and not disclose to others without OWNER's prior written consent all information obtained from OWNER that was not otherwise previously known to ENGINEER or in the public domain and is expressly designated by OWNER in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (1) is published or comes into the public domain through no fault of ENGINEER, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

OWNER agrees that ENGINEER may use and publish OWNER's name and a general description of ENGINEER's services with respect to the Project in describing ENGINEER's experience and qualifications to other clients or potential clients.

13. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by ENGINEER (and ENGINEER's affiliates, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER shall retain an ownership and property interest therein, whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by OWNER or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or ENGINEER's affiliates, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

14. CONTROLLING AGREEMENT

These General Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding ENGINEER's services.

If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

These General Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

HOUSTON ENGINEERING INC.
General Terms and Conditions



15. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or Agreement is to be considered Confidential and Proprietary, and is not to be disclosed or otherwise made available to third parties without the express written consent of ENGINEER.

16. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the principal place of business of ENGINEER.

17. DATA PRACTICES ACT REQUESTS

ENGINEER considers certain information developed during the execution of services as "not public" and "protected" from public disclosure under the various local, state and federal Data Practices Act Requests. The ENGINEER will be fully compensated for any and all costs by OWNER associated with any type of Data Practices Act request.

Mona Livdahl

From: Michael Gunsch [mgunsch@houstoneng.com]
Sent: Friday, June 29, 2012 10:08 AM
To: Glenda Anderson (gjanderson@nd.gov); Glenda Anderson (tanderson2098@msn.com)
Cc: Josh Kadmas; Gailen Narum; Casey Einrem; 'Mona Livdahl'; Sherwin Wanner; 'Scott Wegner'; 'Bergsagel, David L.'; Craig Odenbach
Subject: Apple Valley Cooperative Lagoon
Importance: High

Glena:

Here is an update as to the process and options for the lagoon rehab project:

1. Recommendation to the BCWRD to advertise for bids in July
2. Disposal Options under consideration – (hope to tie one or both down in a few weeks)
 - a. City of Bismarck Landfill – will be discussing with them regarding this process
 - i. Understand they can accept the material, but there are some conditions
 - ii. NDDH will be contacted regarding this alternative and permits
 - b. Landowner who currently accepts City of Bismarck waste disposal
 - i. Will be seeking and option to apply to another parcel of his land – He has not been contacted yet
 - ii. Avoid conflict with City application process
 - iii. NDDH Permit Approval is required.
3. Once the disposal cost has been determined the Opinion of Probable cost will be updated

Will continue to let you know where this is going as the process gets ramped up for actual construction.

The Bond Counsel and Funding Agency are included on this email to update them on status.

If there any timeline issues or contacts required at their end, please let us know so we can coordinate the details.

Thanks,

Michael H. Gunsch, PE

Principal / Senior Project Manager

O 701.323.0200 | F 701.323.0300 | C 701.527.2134

3712 Lockport St. • Bismarck, ND • 58503

mgunsch@houstoneng.com

www.houstoneng.com

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Website Maintenance and Support Agreement

Agency MABU typically does not charge basic maintenance and support fees. After initial training, MABU's clients typically administer and manage their websites without having to rely on MABU for ongoing support. MABU provides "no cost" phone consultation and advice for basic questions about the content management system. Such consultation is completed within a few minutes on the phone and does not require MABU's staff to perform any actual work on the client's website. If the client needs/requests Agency MABU to perform actual work on their website such as adding content/images, creating artwork, modifying templates, revising forms, or adjusting code, MABU charges for the services rendered based on the following fee schedule:

Item	Description of Work To Be Performed By MABU	Rate
1	Work requests requiring 15 minutes to 5 hours of staff time. <ul style="list-style-type: none"> • MABU will let the client know that the work request may take up to 5 hours to complete. All such work will require written approval from the client (e-mail is sufficient). • MABU's standard rate for such work is \$80/hour. 	\$72/hour (Represents a 10% discount from MABU's standard web rates)
2	Work requests requiring 5 or more hours of staff time. <ul style="list-style-type: none"> • MABU will provide the client with a quote describing the estimated number of hours required to complete the project. All such work will require written approval from the client (e-mail is sufficient). • MABU's standard rate for such work is \$80/hour. 	\$68/hour (Represents a 15% discount from MABU's standard web rates)

Compensation Terms:

Agency MABU will track hours and bill the client for actual hours worked at the end of each month or the end of each project, whichever comes first.

Client's Acceptance:

Client Signature: _____ Date: _____

Name/title: (Please print): _____

Company Name: _____

The contract will become effective on the date signed and will remain in effect until the end of the current calendar year, at which time the client and MABU will determine whether or not to renew the agreement for another term.

MABU Fax: 701-250-1788

Mona Livdahl

From: Gailen Narum [gonarum@yahoo.com]
Sent: Wednesday, June 27, 2012 4:13 PM
To: Terry Fleck
Cc: Cary Backstrand; Ken Royse; Rynee Kellar; Mona Livdahl
Subject: FYI (Board)
Attachments: A BCWRD Statement.pdf

Terry,

At the May 8th Regular Board meeting (the meeting you missed), a motion was made to adopt a BCWRD Statement of Authority, Powers and Responsibilities (attached) and have it placed on the BCWRD web page. After considerable discussion, a substitute motion was made and carried to defer the original motion until we have a full board attendance in order that we may have full board participation in the discussion and vote.

The Board has the right to utilize the North Dakota Century Code and/or provide clarification as to how we, as a Board, view our Authority, Powers and Responsibilities. Even though this statement is not an interpretation of the North Dakota Century Code, when our interpretations are challenged, we have the following choices:

- Request advice or assistance from the Attorney General.
- Employ other counsel to advise and represent us in litigation.
- Change our ways and move on.

To the best of my knowledge, we are not being challenged and are not required to make any of the above choices when we consider and discuss this issue before us. What is required is that we have a discussion and then decide "Aye" or "Nay" on the motion.

Also, for your information I'm including the following:

NDCC: 61-16.1-58. Attorney general to assist boards - Employment of counsel.

The attorney general shall render legal opinions or such other assistance to water resource boards as is required to be rendered to state officers by section 54-12-01. The water resource board, however, may employ other counsel to advise and represent it in such actions and appeals and in its proceedings.

NDCC: _54-12-01. Attorney general - Duties. The attorney general shall:

6. Consult with and advise the governor and all other state officers and when requested give written opinions on all legal or constitutional questions relating to the duties of such officers respectively.

Hopefully, all the board members will be present at the July 10th meeting, so this motion can be dealt with.

Gailen

Burleigh County Water Resource District

The purpose of this document is to provide the citizens of Burleigh County a better understanding of the authority, powers and responsibilities of the Burleigh County Water Resource District as provide by the legislative assembly of North Dakota and is governed by ND State Law and any conflict between this document and the State Law is resolved in favor of the applicable State Law. This document is provided for information only should not be used as a substitute for obtaining advice and council from qualified professional of your choice.

(Excerpts from North Dakota Century Code - Paraphrased)

NDCC 61-16-05. Water resource districts - Area to be included.

All land in North Dakota shall be within a water resource district. *As a point of clarification, all land includes land within the jurisdictional limits of organized communities and cities.*

NDCC 61-16-06. Order creating water resource district.

The secretary of state's certificate, or a copy authenticated by the secretary of state, shall be prima facie evidence of the organization of the district. This new district shall be, and is hereby declared to be, a governmental agency, and a body politic and corporate with the authority to exercise the powers specified in this chapter, or which may be reasonably implied to exercise such powers. *The intent of the Burleigh County Water Resource Board of Managers is to serve the citizens of Burleigh County, by working with all federal and state agencies, local communities and public entities within the district.*

NDCC 61-16-07. Water resource board - Appointment and number.

If the district's boundaries are confined to one county, the board of county commissioners shall appoint a water resource board consisting of three or five managers. *As a point of clarification, appointments are made on a rotating schedule, so any interested person can apply in any given year for an appointment.*

NDCC 61-16-08. Eligibility for appointment to board - Term of office - Removal - Filling vacancies - Compensation of managers.

When a water resource district has been created, any resident landowner in the district, except a county commissioner, is eligible, subject to the provisions of this section, for

appointment to the water resource board. After June 30, 1985, when the term of office of a district manager has expired, the manager's successor shall hold office for three years from the first day of January next following the date of the successor's appointment.

NDCC 61-21-02. Watercourses, ditches, and drains may be constructed, maintained, repaired, improved, or extended.

Watercourses, ditches, drains, and improvements thereto for the drainage of sloughs and other lowlands may be surveyed and investigated and established, constructed, maintained, repaired, improved, and cleaned out in the several counties of this state under the provisions of this chapter wherever the same shall be conducive to the public health, convenience, or welfare.

The powers conferred by this chapter and this section shall extend to and include:

1. The deepening and widening or any necessary improvement of drains which have been or hereafter may be constructed.
2. The straightening, clearing, or cleaning out and deepening of channels of creeks, streams, and rivers, and the construction, maintenance, remodeling, repairing, and extension of levees, dikes, and barriers for the purpose of drainage.
3. The location or extension of any drain if such location or extension is necessary to provide a suitable outlet or reasonably drain lands within a practical drainage area of such drains.
4. The establishment, in whole or in part, of a drain and the completion of the same on the line of an abandoned or invalid drain.
5. The establishment and construction of lateral drains with outlets in drains already constructed.
6. The installation of artificial subsurface drainage systems.

NDCC 61-16.1. Operation of water resource districts.

The legislative assembly of North Dakota recognizes and declares that the general welfare and the protection of the lives, health, property, and the rights of all people of this state require that the management, conservation, protection, development, and control of waters in this state, navigable or nonnavigable, surface or subsurface, the control of floods, the prevention of damage to property there from, involve and necessitate the exercise of the sovereign powers of this state and are affected with and concern a public purpose. To realize these objectives it is hereby declared to be the policy of the state to provide for the management, conservation, protection, development, and control of water resources and for the prevention of flood damage in the watersheds of this state and thereby to protect and promote the health, safety, and general welfare of the people of this state.

The legislative assembly further recognizes the significant achievements that have been made in the management, conservation, protection, development, and control of our water

and related land resources, and declares that the most efficient and economical method of accelerating these achievements is to establish water resource districts encompassing all of the geographic area of the state, and emphasizing hydrologic boundaries.

NDCC 61-16.1-02 Definitions.

- **"Assessment drain"** means any natural watercourse opened, or proposed to be opened, and improved for the purpose of drainage, and any artificial drain of any nature or description constructed for the purpose of drainage, including dikes and appurtenant works, which are financed in whole or in part by special assessment. This definition may include more than one watercourse or artificial channel constructed for the purpose of drainage when the watercourses or channels drain land within a practical drainage area.
- **"Project"** means any undertaking for water conservation, flood control, water supply, water delivery, erosion control and watershed improvement, drainage of surface waters, collection, processing, and treatment of sewage, or discharge of sewage effluent, or any combination thereof, including incidental features of any such undertaking.
- **"Water resource board"** means the water resource district's board of managers.

NDCC 61-16.1-06. District budget - Tax levy - Financing by special assessment.

The fiscal year of the district begins January first and ends December thirty-first. Upon completion and adoption of a budget covering necessary expenses, the water resource board shall send a copy of the budget to the county auditor of the district. The auditor shall transmit the same to the board of county commissioners of that county. The board of county commissioners shall either disapprove the budget, amend and approve the budget as amended, or approve the budget as submitted and, if approved as amended or as submitted, the board shall, by resolution, levy and authorize and direct the county auditor to extend and spread upon the tax roll of the county or portion of the county in the district a tax not exceeding the limitation in section 57-15-26.6 in the same manner, and with the same effect, as general property taxes are extended and spread. Funds produced each year by the tax levy shall be available until expended, and if the tax levy in any year will not produce sufficient revenue to cover district expenses, a fund sufficient to pay the district expenses may be accumulated.

The acquisition of rights of way, easements, and the construction, operation, and maintenance of a project in a district may, in the discretion of the water resource board, be financed in whole or in part by special assessments against property benefited by such project, or from revenues realized from general tax collections, or from net revenues to be derived from service charges to be imposed and collected for the services of the project, or any combination of such sources.

NDCC 57-15-26.6. Water resource district's general tax levy.

The board of directors of a water resource district shall estimate expenses of the district and transmit them to the board of county commissioners according to section 61-16.1-06. The board of county commissioners may, by resolution, levy and authorize the county auditor to extend upon the county or portion of the county in the district a tax not exceeding four mills on each dollar of taxable valuation in the county or portion of the county in the district.

NDCC 61-16.1-09. Powers of water resource board.

- Exercise the power of eminent domain in the manner provided by title 32 for the purpose of acquiring and securing any rights, titles, interests, estates, or easements necessary or proper to carry out the duties imposed by this chapter.
- Maintain and control the water levels and the flow of water in the bodies of water and streams involved in water conservation and flood control projects within the district and regulate streams, channels, or watercourses and the flow of water therein by changing, widening, deepening, or straightening the same, or otherwise improving the use and capacity thereof.
- Regulate and control water for the prevention of floods and flood damages by deepening, widening, straightening, or diking the channels or floodplains of any stream or watercourse within the district, and construct reservoirs or other structures to impound and regulate such waters. *(Does not apply to Flood Plain Management – NDCC 61-16.2 or Storm Water Management – NDCC 61-28-01.)*
- Make rules and regulations concerning the management, control, regulation, and conservation of waters and prevent the pollution, contamination, or other misuse of the water resources, streams, or bodies of water included within the district. *(Does not apply to Flood Plain Management – NDCC 61-16.2 or Storm Water Management – NDCC 61-28-01.)*
- Do all things reasonably necessary and proper to preserve the benefits to be derived from the conservation, control, and regulation of the water resources of this state. *(Does not apply to Flood Plain Management – NDCC 61-16.2 or Storm Water Management – NDCC 61-28-01.)*

- Construct, operate, and maintain recreational facilities, including beaches, swimming areas, boat docking and landing facilities, toilets, wells, picnic tables, trash receptacles, and parking areas, and to establish and enforce rules and regulations for the use thereof.
- Convey, sell, dispose of, or lease personal and real property of the district as provided by this chapter.
- Authorize and issue warrants to finance construction of water conservation and flood control projects, assess benefited property for part or all of the cost of such projects, and require appropriations and tax levies to maintain sinking funds for construction warrants on a cash basis at all times.
- Borrow money within the limitations imposed by this chapter for projects herein authorized and pledge security for the repayment of such loans.
- Petition any zoning authority established pursuant to chapter 11-33, 11-35, or 40-47 or section 58-03-13 to assume jurisdiction over a floodplain for zoning purposes when such zoning is required to regulate and enforce the placement, erection, construction, reconstruction, repair, and use of buildings and structures to protect and promote the health, safety, and general welfare of the public within a floodplain area.

NDCC 61-16.1-10 Responsibilities and duties of WRD Board.

- Meet jointly with other water resource boards within a common river basin at least twice each year at times and places as mutually agreed upon for the purpose of reviewing and coordinating efforts for the maximum benefit of the entire river basin.
- Cooperate with other water resource boards of a common river basin and provide mutual assistance to the maximum extent possible.
- Exercise jointly with other water resource districts within a river basin to effectively resolve the significant and common water resource management problem or problems of the river basin or region and to jointly develop a comprehensive plan for the river basin or region.
- Encourage all landowners to retain water on the land to the maximum extent possible in accordance with sound water management policies, and carry out to the maximum extent possible the water management policy that upstream landowners and districts that have artificially altered the hydrologic scheme must share with downstream landowners the responsibility of providing for proper management and control of surface waters.

- Address and consider fully in the planning of any surface water project the downstream impacts caused by the project. A determination of whether to proceed with the construction of a project shall be based on the following principles:
 - a. Reasonable necessity of the project.
 - b. Reasonable care to be taken to avoid unnecessary injury by fully considering all alternatives.
 - c. Consideration of whether the utility or benefit accruing from the project reasonably outweighs the adverse impacts resulting from the project.
- Require that appropriate easements be obtained in accordance with applicable state and federal law when projects will cause an adverse impact to lands of other landowners.

Additional NDCC Information

FLOOD PLAIN MANAGEMENT

NDCC 61-16.2-01. Legislative intent and purpose.

The legislative assembly finds and declares that a large portion of the state's land resources is subject to recurrent flooding by overflow of streams and other watercourses causing loss of life and property, disruption of commerce and governmental services, unsanitary conditions, and interruption of transportation and communications, all of which are detrimental to the health, safety, welfare, and property of the occupants of flooded lands and the people of this state. The legislative assembly further finds that public interest necessitates that the floodplains of this state be developed in a manner which will alleviate loss of life and threat to health, and reduce private and public economic loss caused by flooding.

It is therefore the policy of this state and the purpose of this chapter to guide development of the floodplains of this state in accordance with the enumerated legislative findings, to reduce flood damages through sound floodplain management, stressing nonstructural measures such as floodplain zoning and flood proofing, acquisition and relocation, and flood warning practices; and to ensure as far as practicable that the channels and those portions of the floodplains of watercourses which are the floodways are not inhabited and are kept free and clear of interference or obstructions which may cause any undue restriction of the capacity of the floodways.

It is also the policy of this state and purpose of this chapter to provide state coordination and assistance to communities in floodplain management activities, to encourage communities to adopt, administer, and enforce sound floodplain management ordinances, and to provide the state engineer with authority necessary to carry out and enforce a floodplain management program for the state and to coordinate federal, state, and local floodplain management activities in this state.

NDCC 61-16.2-02. Definitions.

- In this chapter, unless the context or subject matter otherwise provides:
 1. "Commission" means state water commission.
 2. "Community" means any political subdivision that has the authority to zone.

NDCC 61-16.2-05. Floodplain management ordinances.

- Each community shall submit the floodplain management ordinances adopted under the national flood insurance program [42 U.S.C. 4001 et seq.] to the state engineer for review.

STORM WATER MANAGEMENT

NDCC 61-28-01. Statement of policy.

It is hereby declared to be the policy of the state of North Dakota to act in the public interest to protect, maintain, and improve the quality of the waters in the state for continued use as public and private water supplies, propagation of wildlife, fish and aquatic life, and for domestic, agricultural, industrial, recreational, and other legitimate beneficial uses, to require necessary and reasonable treatment of sewage, industrial, or other wastes and to cooperate with other agencies in the state, agencies of other states, and the federal government in carrying out these objectives.

NDCC 61-28-02. Definitions.

- "Board" means the state water pollution control board.
- "Department" means the state department of health.
- "Person" includes any corporation, limited liability company, individual, partnership, association, or other public or private entity, including any state or federal agency or entity responsible for managing a state or federal facility, and includes any officer or governing or managing body of any such entity.

NDCC 61-28-05. Rules and standards.

The department may adopt rules and, jointly with the board, shall hold public hearings regarding the adoption, amendment, or repeal of rules and standards of quality of the waters of the state as provided in this chapter.

Prepared and Adopted
By The:
Burleigh County Water Resource District
Board of Managers
June __, 2012



HOUSTON ENGINEERING, INC.

2505 N. UNIVERSITY DR. ■ BOX 5054 ■ FARGO, ND 58105-5054 ■ PH: 701-237-5065 ■ FAX: 701-237-5101

February 6, 2002

Ken Royse, Chairman
Burleigh County Water Resource District
C/O Bartlett & West Engineering
P.O. Box 1077
Bismarck, ND 58502-1077

Re: Professional Engineering Services Agreement

Dear Ken:

Enclosed is a draft Engineering Services Agreement {ESA} between the Burleigh County Water Resource District (District) and Houston Engineering, Inc. for consideration by the Board. This ESA is for professional engineering and surveying services to be provided on an hourly as-needed basis or in accordance with specific work order requests. This ESA contains our 2002 Contract Fee Schedule and a set of general terms and conditions. The fee scheduled is discounted from our standard rates since we are not required to compete through RFP's to provide these services or need to prepare detailed proposals for every assigned project. These are also our standard rates for water resource district clients in North Dakota. While they are higher than what you have been paying we feel we are still competitive in the overall picture considering differences in billing structure, experience and available resources.

The work order provision contained in the ESA will be utilized for larger projects exceeding a specified projected budget limit. We are suggesting this limit be set at \$5,000, but are open to your input. The reason for providing this limit is to provide the District more control over expenses and yet retain flexibility by not creating excess administrative costs. Note that expenses charged by other consultants will be passed through with no mark-up.

Since the proposed ESA will require a review by your legal council, we are requesting formal consideration during your March meeting. Until then we will continue working on an hourly basis on the requested projects using the applicable hourly rates.

Sincerely,

Michael H. Gunsch, PE
Bismarck Office Manager

c: Lawrence Woodbury, President, Houston Engineering, Inc.



ENGINEERING SERVICES AGREEMENT

This Engineering Services Agreement, entered into on this 11 day of March, 2002, by and between the **Burleigh County Water Resource District**, hereinafter called "Owner" and **Houston Engineering, Inc.**, a North Dakota Corporation which includes its directors, officers, shareholders, employees, agents, affiliates, independent professional associates, consultants and subcontractors as the case may be, hereinafter called Houston Engineering or "Engineer", acknowledges that the Owner may wish to engage the services of Houston Engineering on a number of distinct and separable projects. This Engineering Services Agreement sets forth the terms and conditions to which the Owner and Houston Engineering agree.

- A. Houston Engineering agrees to provide and perform certain professional engineering, land surveying and other services for the Owner to be defined and authorized separately by a **WORK ORDER** (separately numbered and attached), which shall be mutually agreed upon in advance of performing services and shall be executed by an authorized representative.

- B. Owner agrees to pay Houston Engineering as compensation for its services on a time and materials reimbursable basis, net 30 days, unless otherwise specified in the **WORK ORDER** agreement.

- C. Owner agrees to pay Houston Engineering in accordance with the hourly Contract Fee Schedule (**Attachment A**) by employee classification in effect at the time **WORK ORDER** is executed. The Contract Fee Schedule is to be presented annually for approval by the Owner.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the general terms, conditions, and provisions above stated and included as **Attachment B**, the day and year first above written.

Owner

By: Ken Royse

Ken Royse, Chairman

Date: 3/11/02

Houston Engineering, Inc.

By: Michael H. Gunsch

Michael H. Gunsch, PE
Bismarck Office Manager

Date: 3/11/2002



Work Order No. 01

BCWRD - WORK ORDER

Houston Engineering, Inc. (HE) agrees to perform for the Burleigh County Water Resource District (BCWRD) on this Project, the Services described below or attached. The Services shall be performed subject to and upon the terms and conditions set forth in the **Engineering Services Agreement** dated March 2002 by and between HE and the BCWRD, which Agreement is hereby amended to incorporate this Work Order.

WORK ORDER NAME: General Technical, Engineering, Surveying and Administrative Services

SERVICES: Provide general technical, engineering, surveying and administrative services as requested or directed by the BCWRD and its Board of Managers. These services may include a variety of disciplines, but primarily will be scientific and engineering in scope. Services may include: 1) responding to managers requests for the investigation and resolution of specific issues; 2) providing technical information; 3) coordinating, attending and assisting with meetings; 4) preparing official correspondence, investigation reports and memorandums; 5) providing or contracting for professional surveying services as necessary; 6) coordinating activities with other governmental units; and 7) all other activities as directed by the Board of Managers. Any individual project that has an estimated or projected budget for services equal to or greater than \$5,000 will require the preparation of a separate work order.

CLIENT'S RESPONSIBILITY: Establish primary point of contact for directing activities. (Bismarck Office)

SPECIAL PROVISIONS: HE will maintain a record of all requests and provide status updates on each at the BCWRD's regularly scheduled or special Board meetings.

STANDARD RATE SCHEDULE: Yes **EFFECTIVE DATE:** Upon Signature

SPECIAL TERMS AND CONDITIONS: As described by the **Engineering Services Agreement**

AUTHORIZATION

This Work Order and the scope of services (the "Services") defined herein are approved and HE is hereby directed and authorized to proceed with the Services for the designated Project in accordance with the terms and conditions of the above-referenced Agreement.

Requested By:
Burleigh County Water Resource District (OWNER)

Accepted By:
Houston Engineering, Inc. (ENGINEER)

By: Approved by Board Motion
Ken Royse, Chairman

By: _____
Michael H. Gunsch, P.E.
Bismarck Office Manager

Date: March 11, 2002

Date: _____

BURLEIGH COUNTY WATER RESOURCE DISTRICT
MONTHLY MEETING MINUTES
FEBRUARY 11, 2002

BOARD MEMBERS PRESENT: BUCK MAHER, BRUCE LANGE, WAYNE
MARTINSON, HARVEY MELSTAD, KEN ROYSE

BOARD MEMBERS ABSENT: NONE

OTHERS PRESENT: ROD MATZKE & TROY LAPP, MISSOURI SLOPE MODEL AERO CLUB;
CLAUS LEMBKE, BURLEIGH COUNTY COMMISSION; MIKE GUNSCH,
HOUSTON ENGINEERING

The regular monthly meeting was called to order at 8 am by Chairman Ken Royse. The minutes of the January meeting were reviewed. Melstad moved, seconded by Martineson to approve the minutes. Motion carried.

Houston Engineering Services Agreement

Discussion took place regarding the General Terms and Conditions provided by Mike Gunsch of Houston Engineering. Questions pertaining to "Insurance" and "Limitation of Liability" arose and Mike agreed to provide more information for the following two questions: (1) Can proof of professional liability be provided to the water resource board?, (2) Can Houston Engineering list the Burleigh County Water Resource District as the primary insured on the insurance policy? Melstad moved, seconded by Martineson to approve the Engineering Services Agreement from Houston Engineering subject to review by legal counsel, David Bliss. Royse will contact David Bliss regarding review of the agreement.

Missouri Slope Model Aero Club

Rod Matzke and Troy Lapp described the operation and history of the club. The club is a non-profit, family oriented organization for members interested in flying model airplanes. The club operated for many years with a landing strip on property to the east of McDowell Dam. The property, owned by the late Harley McDowell, is in the process of being sold. The club has requested a long-term easement/lease from the WRD for a 300'x742' site (approximately .5 acres) located at the extreme east end of a field currently being cultivated which is to the west of the McDowell Dam spillway. The overfly area proposed by the club would be immediately downstream from the dam. A 10'x12' storage shed would be moved to the site and anchored to a cement slab. Possible access to the site would be the section line south of the proposed site. Matzke and Lapp said all members of the club are covered by a \$2.5 million liability policy and that a gate would be needed to limit access to members of the club. Martineson moved, seconded by Melstad to support a 10-year lease agreement with option to renew. Motion carried with all in favor. Martineson will contact Mr. Schneider, the current lease holder of crop land at McDowell Dam. The Aero Club has agreed to develop a lease agreement and present it to Martineson.

County Commission Budget

Commissioner Lembke indicated the county commission is requesting from all departments a prioritized list of anticipated major projects for budgeting purposes. The list should consist of the top 3-7 projects and should be presented by one board member for approximately 5-10 minutes during the March 18 commission meeting. Melstad will be the contact member.

FEMA Missouri River Flood Insurance Study

Mike Gunsch stated the preliminary study will not be available for public review before April 2002.

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BCWRD Minutes
February 11, 2002

Hay Creek Pines

Mike Gunsch indicated there has been no further response regarding drainage concerns from area residents.

McDowell Dam Total Maximum Daily Loading (TMDL) Study

The Study will determine water quality in the lake, determine causes to water quality and determine watershed recommendations to improve water quality. Burleigh County WRD will be the lead agency. Mike Gunsch indicated the WRD cash contribution for the study will be minimal due to anticipated in-kind contributions from various agencies. Lange moved, seconded by Maher to proceed with the project and request Mike Gunsch to prepare letters to be sent to Bismarck Parks & Rec, ND Game and Fish and ND State Health Department. Motion carried with all in favor.

Apple Creek

Mike Gunsch discussed a memorandum to the board dated February 6, 2002, which outlines concerns regarding a private residential driveway owned by Mr. Kiefer. The driveway is located in the floodplain north of Apple Creek Road just east of the quarter line, between the SW1/4 and SE1/4 of Section 5, T138-R79. Various diversion measures, including placing hay bales and raising the elevation of the road significantly, were taken by Mr. Kiefer to prevent water overtopping the private driveway. Gunsch indicated that a similar private road is located in Section 9 at the former Schuler residence. After considering the potential impacts of this roadway on upstream and downstream properties, the following recommendations from Mike Gunsch were provided:

- The District should review its legal authority over this private driveway and pursue modifications to prevent or limit the overtopping of Apple Creek Road. These modifications to create adequate flood flow conveyance such that the roadway no longer adversely restrict or "obstructs" flood flows within this reach of the Apple Creek flood plain.
- A letter should be mailed to the Flood Plain Coordinator regarding the District's position and findings in this matter with a formal request to enforce the floodplain district ordinance. The District should also support and assist the Burleigh County Flood Plain Coordinator with enforcement actions.

Maher moved, seconded by Melstad that the board proceed with the recommendations. Motion carried with all in favor.

WET Program

Melstad moved, seconded by Maher to approve the request for tuition reimbursement from Lida Mallory, instructor at Century High School. Motion carried, all in favor.

State Water Commission Water Use Survey

Maher moved, seconded by Martineson that Mike Gunsch complete the forms and return to the SWC by March 15. Motion carried.

Application For Change In Points Of Groundwater Diversion

Robert & Janice Aberle

NE1/4 Section 32-140-77

Maher indicated that his neighbor had expressed concerns regarding the application to him. It was the consensus of the board that the property owner has received the Notice of Application from the State

Water Commission and has the opportunity to respond during the public hearing.

Hay Creek Corridor Water Quality Project

Mike Gunsch will contact Bismarck Parks & Rec to provide an updated billing invoice.

Subdivisions

Country North Estates Third Sub

Part NW1/4 Section 12-139-80

Country West XIX

Part NW1/4 Section 20-139-80

The board had no comments.

Bills

McDowell Dam	\$9,226.82
Bliss Law Firm	362.94
Radisson Inn (Breakfast During WRD Convention)	141.51
ND Water Resource Districts	375.00
ND Irrigation Caucus	500.00
ND Water Users	<u>300.00</u>
Total	\$10,906.27

Martineson moved, seconded by Lange to defer payment of the bill from Bismarck Parks & Rec and to pay the six bills. Motion carried, all in favor.

The next monthly meeting will be in the Tom Baker Room Monday, March 11, 2002 at 8 a.m. With no further business, the meeting adjourned.

Ken Royse, Chairman _____

Bruce Lange, Secretary Bruce Lange _____

BURLEIGH COUNTY WATER RESOURCE DISTRICT
MONTHLY MEETING MINUTES
MARCH 11, 2002

BOARD MEMBERS PRESENT: BUCK MAHER, BRUCE LANGE, WAYNE
MARTINESON, HARVEY MELSTAD, KEN ROYSE

BOARD MEMBERS ABSENT: NONE

OTHERS PRESENT: ROD MATZKE & TROY LAPP, MISSOURI SLOPE MODEL AERO CLUB;
DOUG NEIBAUER & ROGER PRINDEVILLE, BURLEIGH WATER USERS
COOP; DAVID BLISS, BLISS LAW FIRM; MIKE GUNSCH, HOUSTON
ENGINEERING; CLYDE THOMPSON, COUNTY AUDITOR'S OFFICE

The regular monthly meeting was called to order at 8 am by Chairman Ken Royse. The minutes of the February meeting were reviewed. Martineson moved, seconded by Maher to approve the minutes. Motion carried.

Missouri Slope Model Aero Club

Rod Matzke presented a letter from the NRCS indicating they had no objection to the proposed site provided McDowell Dam or the spillway was not disturbed. Jay Fuhrer of NRCS determined six acres would be needed for the site. Martineson stated Steve Schneider, the current leaseholder, wants to be reimbursed for this year's rent for the acres involved plus \$30 reimbursement for land preparation. Other comments made by Rod Matzke and Troy Lapp were: (1) 90% of flying will be over the spillway, (2) the picnic area will be a no-fly zone, (3) no flying will be done over the lake area, (4) noise levels are similar to a wood-eater, (5) Academy of Model Aeronautics (AMA) has established a 1200' buffer, (6) insurance requirements require that the site have a locked gate.

Melstad moved, seconded by Martineson that David Bliss work with the Aero club to develop a contract. Motion carried with all in favor. It was the consensus of the board to support the construction of an access road on the section line. The Aero Club will contact the township chairman.

Grand Prairie Water Users

Doug Neibauer and Roger Prindeville requested the board to authorize prepayment of the final bond payment of the Grand Prairie water assessment district by Clyde Thompson from the county auditor's office as soon as possible in order to save future interest costs. Neibauer stated that when the bond is paid the ownership of the water project transfers from the assessment district to the Burleigh County Water Users Cooperative. Discussion took place on how to handle assessment rebates for both the original members and more recent members. Thompson stated the County is a collecting fiscal agent for the WRD and the WRD legal counsel could determine if the County can continue to assess to pay rebates after the bond is paid. Prindeville feels that if the principal and interest are less than the assessed amount most people would not be concerned with a rebate. Melstad moved, seconded by Maher to table discussion until David Bliss can determine the ability of the County to make assessments if the bond is paid off early. Motion carried with all in favor.

Houston Engineering Contract

Melstad moved, seconded by Martineson to accept the Houston Engineering agreement. Motion carried with all in favor.

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County Commission Budget

Melstad stated the County Commission postponed budget consideration until a later meeting. Melstad will discuss funding of proposed WRD projects during the April meeting.

Hay Creek Flood Plain Study

It was the consensus of the board to have Mike Gunsch develop a letter to the USCOE requesting the status of the Hay Creek study.

McDowell Dam TMDL Study

The board reviewed a letter dated March 4, 2002 written by Mike Gunsch to ND Game & Fish Dept and Bismarck Parks & Rec requesting a letter confirming their support and funding commitment. A letter to the ND State Health Dept requested \$20,000 in TMDL funds and another \$22,688 in Section 319 funds to complete the funding package.

Apple Creek Private Driveways

The board reviewed a letter written by Mike Gunsch dated February 27, 2002, to Bill Augustad, Burleigh County Floodplain Coordinator relating to floodplain ordinance violations due to the placement of fill used to raise a private driveway in the regulatory floodway. The Schuler Road was first noted to the property owners and the County in June, 1997. This property was recently sold and the new owner has been made aware of the flood plain and floodway issues associated with this property. A second site, known as the Keifer Road, may be in violation of the floodplain ordinance. The BCWRD considers these violations to be of a nature that enforcement action is required by ordinance and to prevent future flood damages. This action should include, but not be limited to the removal of the obstructions such that they no longer pose a threat on the major flood events that is greater than that which existed prior to their construction and/or modification.

Pioneer Park Channel Improvements

The board reviewed a draft response by Ken Royse regarding WRD support to efforts to control existing peak flows from the Tyler Coulee Watershed and to prevent any increases associated with future urban development.

NDSWC Water Development Report

The board reviewed a request from the State Engineer to provide updated information relative to potential water projects in the county. The information will be used by the NDSWC for planning purposes for the 2003-2005 biennium. Mike Gunsch will respond to the request.

NDSWC Dam Application

McCormick Ranch Dam Construction SE 1/4 Sec 29-140-78
The board had no comment.

Bills

Bismarck Parks & Rec (McDowell Dam)	\$ 8,845.03
Bliss Law Firm	<u>26.94</u>
Total	\$ 8,871.97

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March 11, 2002

Martineson moved, seconded by Lange to pay the bills. Motion carried.

The next monthly meeting will be in the Tom Baker Room Monday, April 8, 2002 at 8 a.m. With no further business, the meeting adjourned.

Ken Royse, Chairman _____

Bruce Lange, Secretary *Bruce Lange* _____

BURLEIGH COUNTY WATER RESOURCE DISTRICT
2008 FEE SCHEDULE
for
Houston Engineering, Inc.

The following is a schedule of hourly rates and charges for engineering and surveying services offered by Houston Engineering, Inc. Hourly labor rates shown below are rounded to the nearest whole dollar for the purpose of comparison. Actual rates will be 10% off regular labor rates.

Engineer I	\$120 per hour
Engineer II	109 per hour
Engineer III	96 per hour
Engineer IV	77 per hour
Engineer V	68 per hour
Environmental Scientist I	120 per hour
Environmental Scientist II	104 per hour
Environmental Scientist III	90 per hour
Environmental Scientist IV	77 per hour
Environmental Scientist V	68 per hour
Designer I	87 per hour
Designer II	73 per hour
Landscape Architect Planner	77 per hour 77 per hour
Technician I	68 per hour
Technician II	63 per hour
Technician III	55 per hour
Technician IV	48 per hour
GIS/Web Specialist	86 per hour
GIS Specialist	68 per hour
GIS Technician	56 per hour
Surveyors: One-man crew	84 per hour
Two-man crew	104 per hour
Three-man crew	130 per hour
Four-man crew	149 per hour
CAD Operator I	68 per hour
CAD Operator II	63 per hour
CAD Operator III	55 per hour
CAD Operator IV	48 per hour
Administrator/Office Manager	73 per hour
Administrative Assistant I	48 per hour
Administrative Assistant II	42 per hour
Resident Secretary	31 per hour



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ATTACHMENT B
HOUSTON ENGINEERING INC.
General Terms and Conditions

1. ABSENCE OF WARRANTY

All services of Houston Engineering, Inc. ("ENGINEER") and its affiliates, subsidiaries, independent professional associates, consultants, and subcontractors required by the agreement between OWNER and ENGINEER ("Agreement") will be performed in a reasonable and prudent manner in accordance with generally accepted engineering practice. All estimates, recommendations, opinions, and decisions of ENGINEER will be made upon the basis of the information available to ENGINEER and ENGINEER's experience, technical qualifications, and professional judgment.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES OR GUARANTEES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE PERFORMED OR MATERIALS PROVIDED UNDER THE AGREEMENT.

2. INVOICES

Invoices will be submitted periodically (customarily on a monthly basis), and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at a rate of one (1.0) percent per month from the date of invoice, if the unpaid balance is not paid within 30 days. In addition, ENGINEER may, after giving seven (7) days' written notice to OWNER suspend services without liability until OWNER has paid in full all amounts due ENGINEER on account of services rendered and expenses incurred, including interest on past due invoices. Payment of invoices is not subject to discounting by OWNER. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of the Agreement between ENGINEER and OWNER.

3. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute ENGINEER's estimate to perform the services required to complete the Project, as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that negotiation of change in scope and adjustment to the time of performance and compensation can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified accordingly.

4. PAYMENT

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, or per diem), the provisions of subparagraph a. shall apply in addition to the provisions of subparagraphs b. through d.

- a. The minimum time segment for charging fieldwork is one (1) hour. The minimum time segment for charging work done at any of ENGINEER's offices is one-quarter hour.
- b. Other direct costs, excluding travel and subsistence, are payable at actual documented cost plus 10% for handling and administration. This shall include such items as shipping, communication, printing and

reproduction, computer services, supplies and equipment, and equipment items rented from commercial sources. Travel and subsistence expenses of personnel when on business connected with the Project are reimbursable at cost. The use of re-usable field and support equipment owned by ENGINEER will be billed at negotiated rates.

- c. When applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, OWNER will be advised at the start of an assignment, task, or phase. Analyses performed in ENGINEER's or ENGINEER's sub-consultant's laboratories will be billed on a unit-cost-per-analysis basis, unless specified otherwise in the accompanying Proposal.
- d. Invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense, but not actual documentation. If requested by OWNER, documentation will be supplied at the cost of providing such documentation, including labor and copying costs.

5. TERMINATION

Either party may terminate the Agreement, in whole or in part, by giving fourteen (14) days' written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of payment is based upon cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs ENGINEER incurs relating to commitments that had become firm before termination and for a reasonable profit for services performed.

6. LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions, and unless otherwise subject to a greater limitation, ENGINEER's total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000 or the total compensation received by ENGINEER hereunder, and OWNER hereby releases ENGINEER from any liability above such amount.

7. INSURANCE

ENGINEER agrees to purchase, at its own expense, Workers' Compensation insurance and Comprehensive General Liability insurance and will, upon request, furnish insurance certificates to OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance subject to the limitation of liability contained in Section 6. ENGINEER agrees to purchase additional insurance if requested by OWNER (presuming such insurance is reasonably available from carriers acceptable to ENGINEER) provided OWNER reimburses the costs for additional insurance.

COPY

8. HAZARDOUS SUBSTANCE INDEMNIFICATION

ENGINEER hereby states, and OWNER acknowledges, that neither ENGINEER nor ENGINEER's consultants have any professional liability (errors or omissions) or other insurance, and neither is able to reasonably obtain such insurance, for claims or claims expenses arising out of the performance of or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings, and specifications, related to the investigation, detection, abatement, replacement, or removal of parts, materials, or processes containing asbestos or relating to the actual, alleged, or threatened discharge, dispersal, release or escape of pollutants (defined herein as any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste). Accordingly, OWNER hereby agrees to bring no claim for negligence, breach of contract, indemnity, or other action against ENGINEER, its principals, employees, agents, and consultants, if such claim in any way would relate to asbestos or pollutants in the Project. OWNER further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless ENGINEER, its principals, employees, agents, and consultants from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of ENGINEER's services hereunder, or claims brought against ENGINEER by third parties and arising from ENGINEER's services or others' services and/or work related to asbestos and/or pollutant activities.

9. PROJECT SITE

OWNER shall furnish or cause to be furnished to ENGINEER all documents and information known to OWNER that relate to the identity, location, quantity, nature, or characteristics of any hazardous waste at, on, or under the site. In addition, OWNER shall furnish such other reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by ENGINEER for proper performance of its services. ENGINEER shall be entitled to rely upon OWNER-provided documents and information in performing the services required under this Agreement; however, ENGINEER assumes no responsibility or liability for the accuracy or completeness of said documents and information. OWNER-provided documents will remain the property of OWNER.

ENGINEER will not direct, supervise, or control the work of contractors or their subcontractors. ENGINEER's services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

ENGINEER shall be responsible only for its activities and those of its employees on any site. Neither the professional activities nor the presence of ENGINEER, its employees, or its subcontractors on a site shall imply that ENGINEER controls the operations of others; nor shall this be construed to be an acceptance, by the ENGINEER, of any responsibility for job-site safety.

10. DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that ENGINEER is not, and has no responsibility as a handler, generator, operator, treator or storer, transporter, or disposer of hazardous or toxic substances found or identified at a site. OWNER shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at a site.

11. CONFIDENTIALITY

ENGINEER shall maintain as confidential and not disclose to others without OWNER's prior written consent all information obtained from OWNER that was not otherwise previously known to ENGINEER or in the public domain and is expressly designated by OWNER in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (1) is published or comes into the public domain through no fault of ENGINEER, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

OWNER agrees that ENGINEER may use and publish OWNER's name and a general description of ENGINEER's services with respect to the Project in describing ENGINEER's experience and qualifications to other clients or potential clients.

12. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by ENGINEER (and ENGINEER's affiliates, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER shall retain an ownership and property interest therein, whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by OWNER or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or ENGINEER's affiliates, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

13. CONTROLLING AGREEMENT

These General Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding ENGINEER's services.

If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

These General Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

14. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or Agreement is to be considered Confidential and Proprietary, and is not to be disclosed or otherwise made available to third parties without the express written consent of ENGINEER.

15. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the principal place of business of ENGINEER.

Mona Livdahl

From: Gailen Narum [gonarum@yahoo.com]
Sent: Thursday, July 05, 2012 1:15 PM
To: Cary Backstrand; Ken Royse; Rynee Kellar; Terry Fleck
Cc: Michael Gunsch; Doug Schonert; Doug Schonert; Mona Livdahl; David Bliss
Subject: Fw: HEI Engineering Services Agreement

BCWRD Board Members:

I have placed on the agenda, "Repeal of HEI Work Order #1". The reason(s) for doing so may not be apparent, thus, I am providing the following explanation:

- 1). Work order #1 is given the title "General Technical, Engineering, Surveying and Administrative Services".
- 2). Work order #1 is endless and has no sunset clause or timetable for review and reconsideration.
- 3). By incorporating "Administrative Services" as a function of work order #1, the board has inadvertently provided Houston Engineering, Inc. with the opportunity to promote the need and potential for future work orders which are automatically assigned to Houston Engineering by work order #1. In other words, work order #1 has the potential of providing the means to an endless stream of work, income and business growth for Houston Engineering, Inc. and excludes competition for such work.
- 4). By incorporating "Administrative Services" into work order #1, intentional or unintentional, a conflict of interest is created for Houston Engineering.
- 5). The term "Administrative Services", should only be used relative to specific project work orders.

Gailen Narum, Chairman
BCWRD Board

----- Forwarded Message -----

From: Gailen Narum <gonarum@yahoo.com>
To: Michael Gunsch <mgunsch@houstoneng.com>
Cc: Cary Backstrand <cback@bis.midco.net>; Ken Royse <ken.royse@bartwest.com>; Rynee Kellar <rynee2@bis.midco.net>; Terry Fleck <tfleck@attitudedr.com>; Commissioner Doug Schonert <dpschonert@msn.com>; Doug Schonert <dschoner@century21morrison.com>
Sent: Tuesday, June 19, 2012 7:04 AM
Subject: HEI Engineering Services Agreement

Michael,

As I indicated to you in my email last Friday, during the executive session of the special board meeting yesterday, we had a discussion relating Houston Engineering Work Order No. 1 which was attached to a Engineering Services Agreement dated March 11, 2002.

I made it clear to the Board members that this would be an action item on the July 10th, 2012, regular meeting. It will be my recommendation, that WO #1 be discontinued effective immediately upon approval of my request. It should be understood that the intent of this action is not meant to discontinue the Engineering Service Agreement with Houston Engineering, however, you may wish to revise the existing services agreement.

It should be noted, that 10 years for a work order or any services agreement to be in existence is far to long with out serious review. Even Ken did not recall what WO#1 was about, not to even mention the changes in the activities and issues that come before the Board now versus 10 years ago. As for the rest of the Board, I was not aware of WO#1 until in May 9th, 2012, and until yesterday, Terry, Cary and Rynee were not aware of it's assistance either.

My suggestion to you, would be to incorporate in a new service agreement, services 1), 2), and 7) of the existing WO#1 and also language that will require a separate work order for any project that has an estimated or projected budget for services equal to or greater than \$5,000. Services 3), 4), 5), & 6) of the existing WO#1 should only be provided as tasks associated with any separate work order, if warranted. Also, work orders required by NDCC 61-16.1-17, Special Improvements, will be assigned as per resolution adopted by the board. Another item for the new agreement is a periodic review and/or cancellation at any time by the Board.

I will be happy to discuss this issue further and at any time between now and July 4th.

Gailen Narum, Chairman
BCWRD Board



Community Development Department

MEMORANDUM CITY RECORDED FINAL PLAT MEADOWLARK COMMERCIAL SIXTH ADDITION

TO: Kathy Feist, Finance
Kevin Glatt, County Auditor
Deb Goodsell, Assessing
Ray Ziegler
Ray Ziegler, Building Inspections (Addressing-Combined Communications)
Ray Ziegler, Building Inspections (Addressing-County Auditor's Office)
Marcus Hall, County Engineer
Jeron Fuller, Public Works
Roger Roehl, ND Department of Transportation
Mike Berg, Capital Electric
Patrick Darras, MDU
Duwayne Schoepp, Qwest
Bill Boyd, Midcontinent Communications
Brian White, US Postal Service
Lynette Bjornson, US Postal Service (location map & reduction)
Mike Dannenfelzer, Combined Communications (location map & reduction)
Jeff, BEK Communications (location map & reduction)
Burleigh County Water Resource District (location map & reduction)
Darin Scherr, Bismarck Public Schools (location map & reduction)
Al Klein, Rural Fire (location map & reduction)
Corrine Jochim, County Auditor/Treasurer Office (reduction and location map)
Les Witkowski, Sheriff's Office (location map & reduction)
Mel Bullinger, City Engineer (memo only)

FROM: City/County Community Development Department ~ Planning Division

DATE: June 19, 2012

Attached please find a copy of the above-signed plat, which was approved by the City Planning & Zoning Commission on March 28, 2012, Board of City Commissioners on April 10, 2012 and May 22, 2012 and recorded by the Recorder's Office on June 1, 2012.

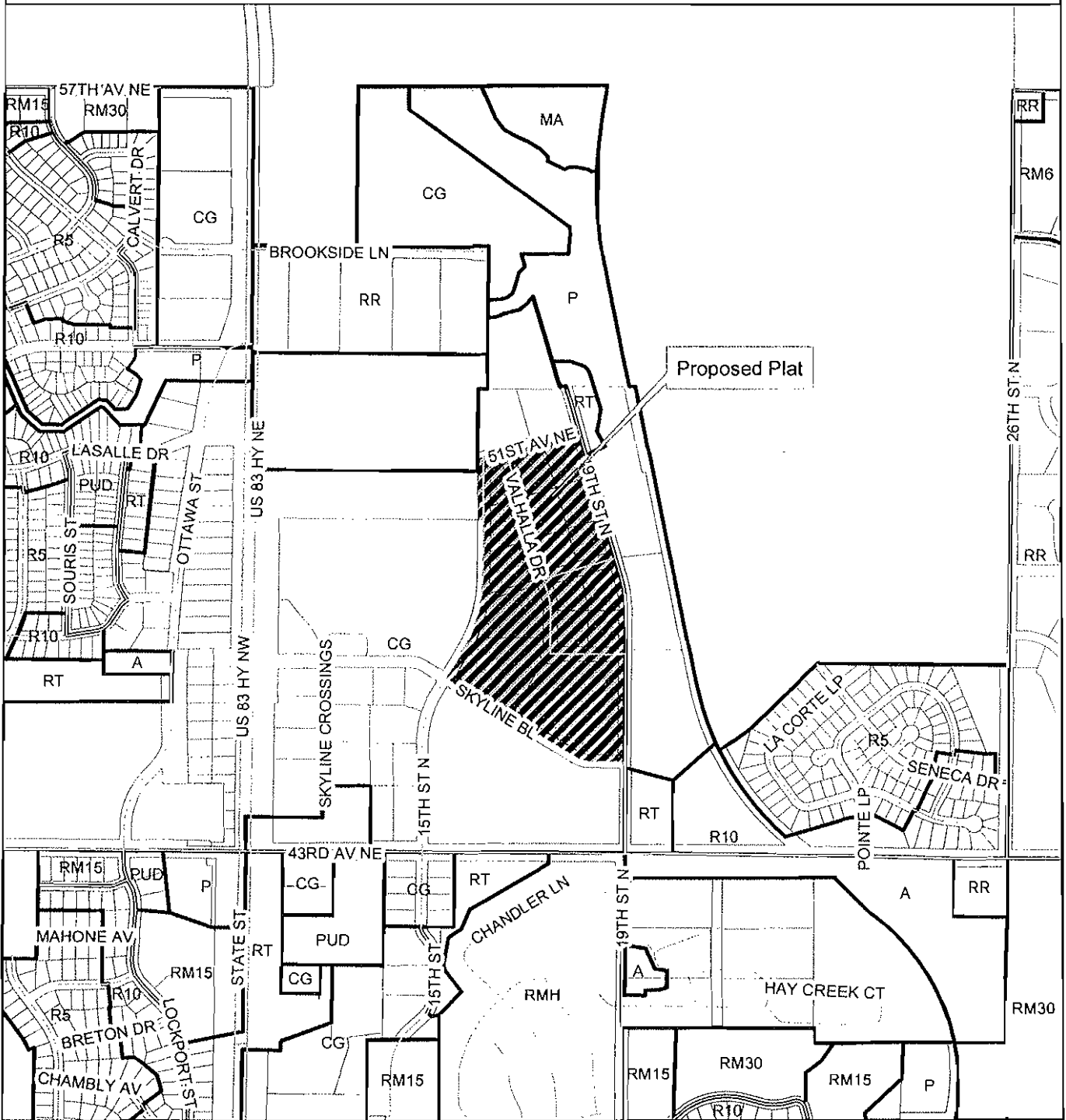
If you have any questions or need any additional information on this request, please contact Kim Lee, the planner in our office assigned to this request, at 355-1846.

Attachment(s)

Bismarck-Burleigh County Community Development Department
221 North 5th Street • PO Box 5503 • Bismarck, ND 58506-5503 • TDD: 711 • www.bismarck.org

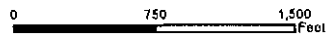


Proposed Plat Meadowlark Commercial 6th Addition



DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated herein.
Map was Updated/Created: December 29, 2011 (Klee)

Source: City of Bismarck





Community Development Department

MEMORANDUM CITY RECORDED FINAL PLAT KILBER NORTH ADDITION

TO: Kathy Feist, Finance
Kevin Glatt, County Auditor
Deb Goodsell, Assessing
Ray Ziegler
Ray Ziegler, Building Inspections (Addressing-Combined Communications)
Ray Ziegler, Building Inspections (Addressing-County Auditor's Office)
Marcus Hall, County Engineer
Jeron Fuller, Public Works
Roger Roehl, ND Department of Transportation
Mike Berg, Capital Electric
Patrick Darras, MDU
Duwayne Schoepp, Qwest
Bill Boyd, Midcontinent Communications
Brian White, US Postal Service
Lynette Bjornson, US Postal Service (location map & reduction)
Mike Dannenfelzer, Combined Communications (location map & reduction)
Jeff, BEK Communications (location map & reduction)
Burleigh County Water Resource District (location map & reduction)
Darin Scherr, Bismarck Public Schools (location map & reduction)
Al Klein, Rural Fire (location map & reduction)
Corrine Jochim, County Auditor/Treasurer Office (reduction and location map)
Les Witkowski, Sheriff's Office (location map & reduction)
Mel Bullinger, City Engineer (memo only)

FROM: City/County Community Development Department ~ Planning Division

DATE: June 19, 2012

Attached please find a copy of the above-signed plat, which was approved by the City Planning & Zoning Commission on March 28, 2012, Board of City Commissioners on April 24, 2012 and recorded by the Recorder's Office on May 30, 2012.

If you have any questions or need any additional information on this request, please contact Kim Lee, the planner in our office assigned to this request, at 355-1846.

Attachment(s)

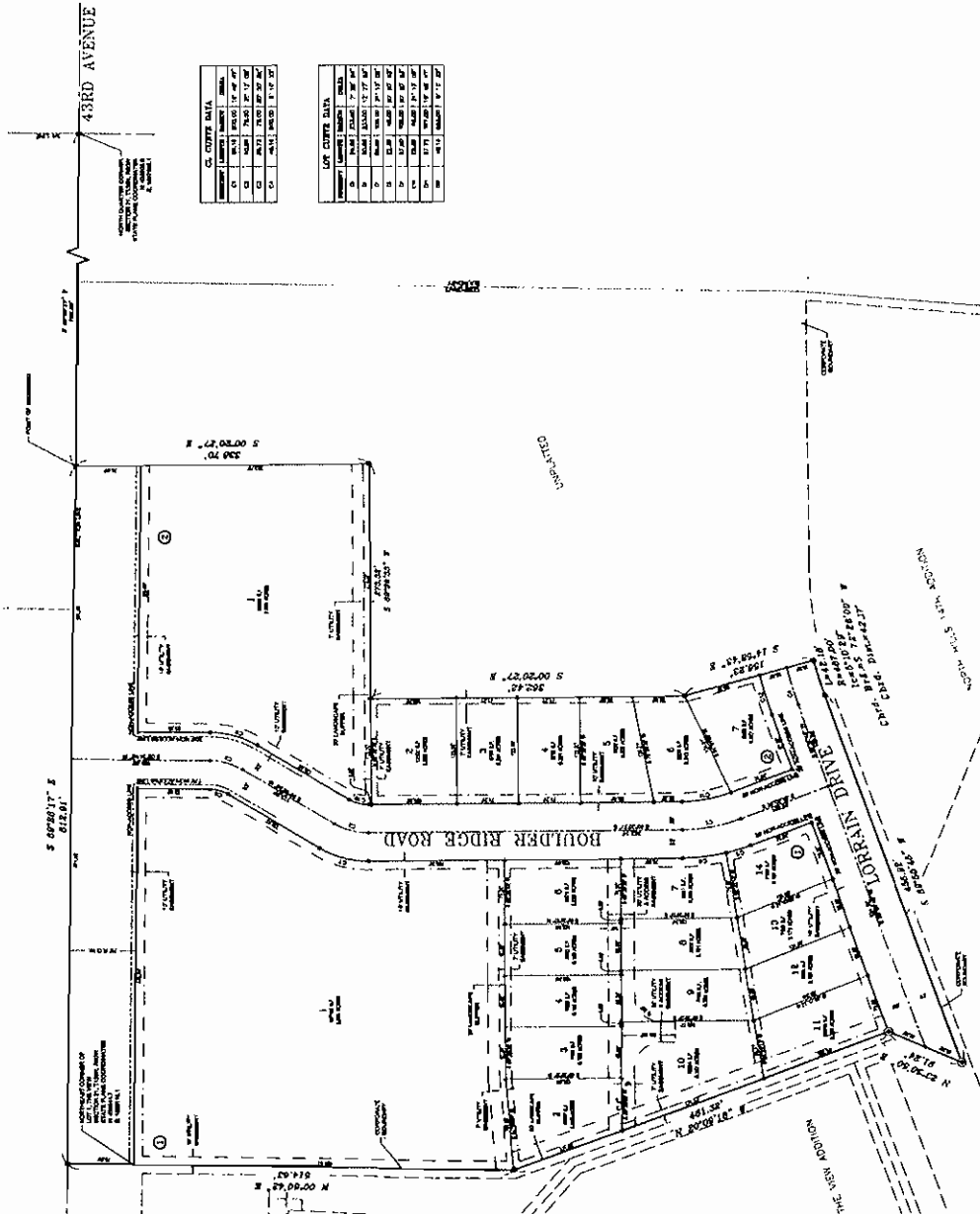
Bismarck-Burleigh County Community Development Department
221 North 5th Street • PO Box 5503 • Bismarck, ND 58506-5503 • TDD: 711 • www.bismarck.org



KILBER NORTH ADDITION

A PORTION OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 21
TOWNSHIP 139 NORTH, RANGE 80 WEST, BURLEIGH COUNTY, NORTH DAKOTA

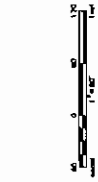
PREPARED BY:
KILBER NORTH ADDITION
SUBDIVISION
PLAT
NO. 13
MAY 2015



LOT AREA DATA	
LOT	AREA (SQ. FT.)
1	10,000.00
2	10,000.00
3	10,000.00
4	10,000.00
5	10,000.00
6	10,000.00
7	10,000.00
8	10,000.00
9	10,000.00
10	10,000.00
11	10,000.00
12	10,000.00
13	10,000.00
14	10,000.00
15	10,000.00

LOT CORNER DATA			
LOT	CORNER	BEARING	DISTANCE
1	NE	S 89°28'17" E	612.61'
	SE	S 00°20'27" N	330.70'
	SW	S 89°28'17" E	612.61'
	NW	S 00°20'27" N	330.70'
2	NE	S 89°28'17" E	612.61'
	SE	S 00°20'27" N	330.70'
	SW	S 89°28'17" E	612.61'
	NW	S 00°20'27" N	330.70'

SCALE INFORMATION:
- PLAT MAY 2015
- BASED ON NAD 83 DATUM
- TRANSFORMED DATUM TO NAD 83
- BENCH MARK: 5318.00
- LOCATION: 1/4 SECTION 21, TOWNSHIP 139 NORTH, RANGE 80 WEST, BURLEIGH COUNTY, NORTH DAKOTA



APPROVAL OF CITY ENGINEER

STATE OF NORTH DAKOTA

COUNTY OF BURLEIGH

FILED FOR RECORD

APPROVAL OF CITY ENGINEER

APPROVAL OF BOARD OF CITY COMMISSIONERS

STATE OF NORTH DAKOTA

CITY OF BURLEIGH

FILED FOR RECORD

APPROVAL OF BOARD OF CITY COMMISSIONERS

APPROVAL OF COUNTY ENGINEER

STATE OF NORTH DAKOTA

COUNTY OF BURLEIGH

FILED FOR RECORD

APPROVAL OF COUNTY ENGINEER

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STATE OF NORTH DAKOTA

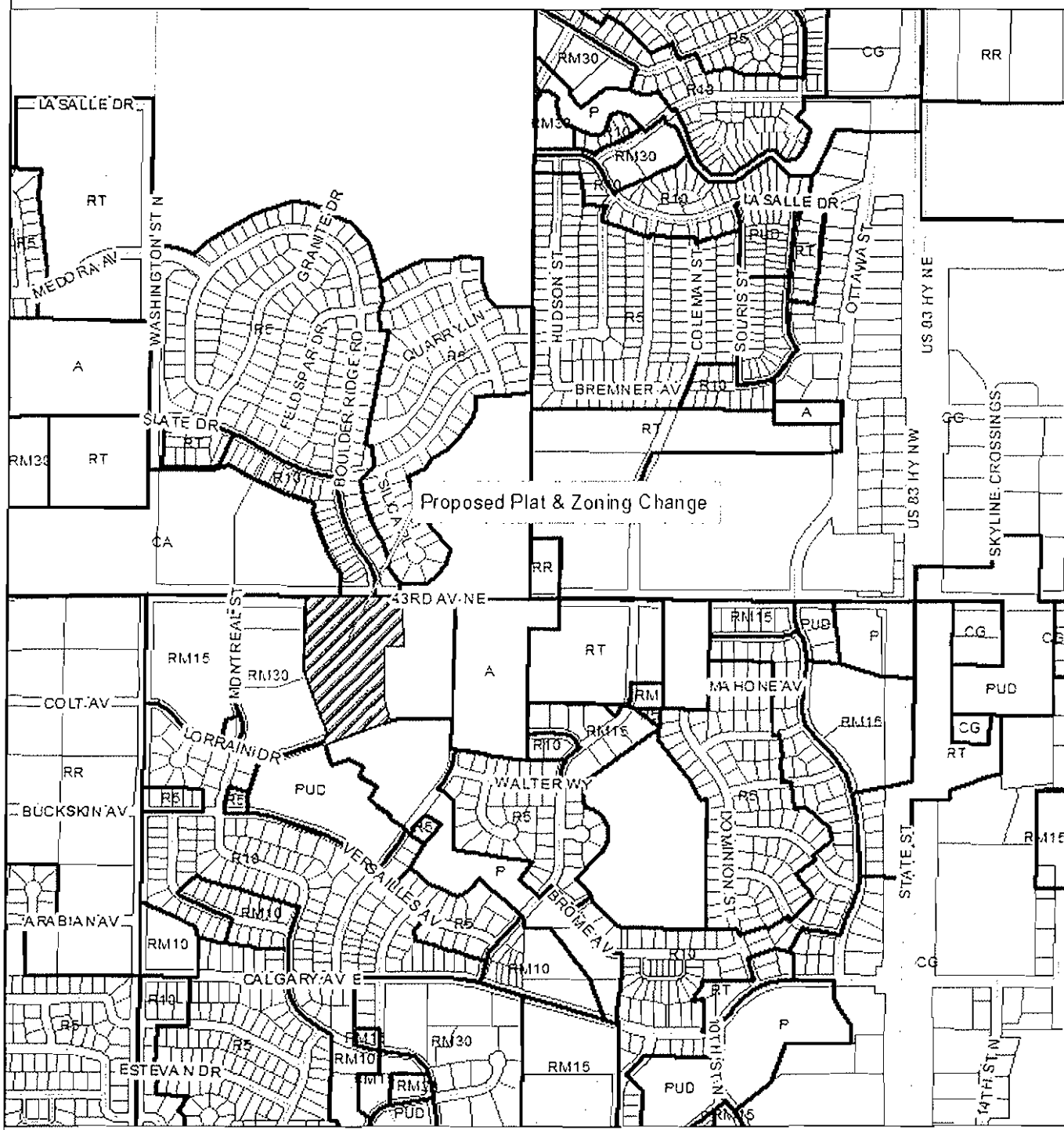
COUNTY OF BURLEIGH

FILED FOR RECORD

APPROVAL OF COUNTY ENGINEER

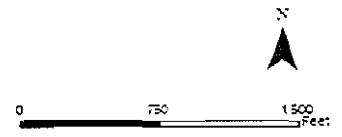
Proposed Plat & Zoning Change (A to R5, R10, RM30 and RT)

Kilber North Addition



© SCAMER. This map is for representation only and does not represent a survey. No liability is assumed as to the accuracy of the data contained herein.
 Map was Updated/Created: December 22, 2011 (Jee)

Source: City of Saskatoon





Community Development Department

**MEMORANDUM
CITY FINAL PLAT
KOLBO 3RD SUBDIVISION**

TO: Kathy Feist, Finance
Mel Bullinger, City Engineer
Ray Ziegler, Building Inspections
Mike Dannenfelzer, Communications Manager
Keith Demke/Jeff Heintz, Public Works
Kevin Glatt, County Auditor Office
Marcus Hall, County Engineer
Jason Tomanek, Planning
John Hauck, Gibbs Township Supervisor
Duwayne Schoepp, Qwest
Patrick Darras, MDU
Mike Berg, Capital Electric
Bill Boyd, Midcontinent Communications
Roger Roehl, ND Department of Transportation
Al Klein, Rural Fire
Randy Bina, Parks and Recreation (location map & reduction)
Darin Scherr, Bismarck Public Schools (location map & reduction)
Jeff, BEK Communications (location map & reduction)
Burleigh County Water Resource District (location map & reduction)
Al Wood, Western Area Power Association (location map & reduction)
Les Witkowski, Sheriff's Office (location map & reduction)
Corrine Jochim, County Auditor/Treasurer Office (reduction and location map)
Fred Wooten, Police (location map & reduction)
Fire Department (location map & reduction)
City Assessing (location map & reduction)

FROM: City/County Community Development Department ~ Planning Division

DATE: June 25, 2012

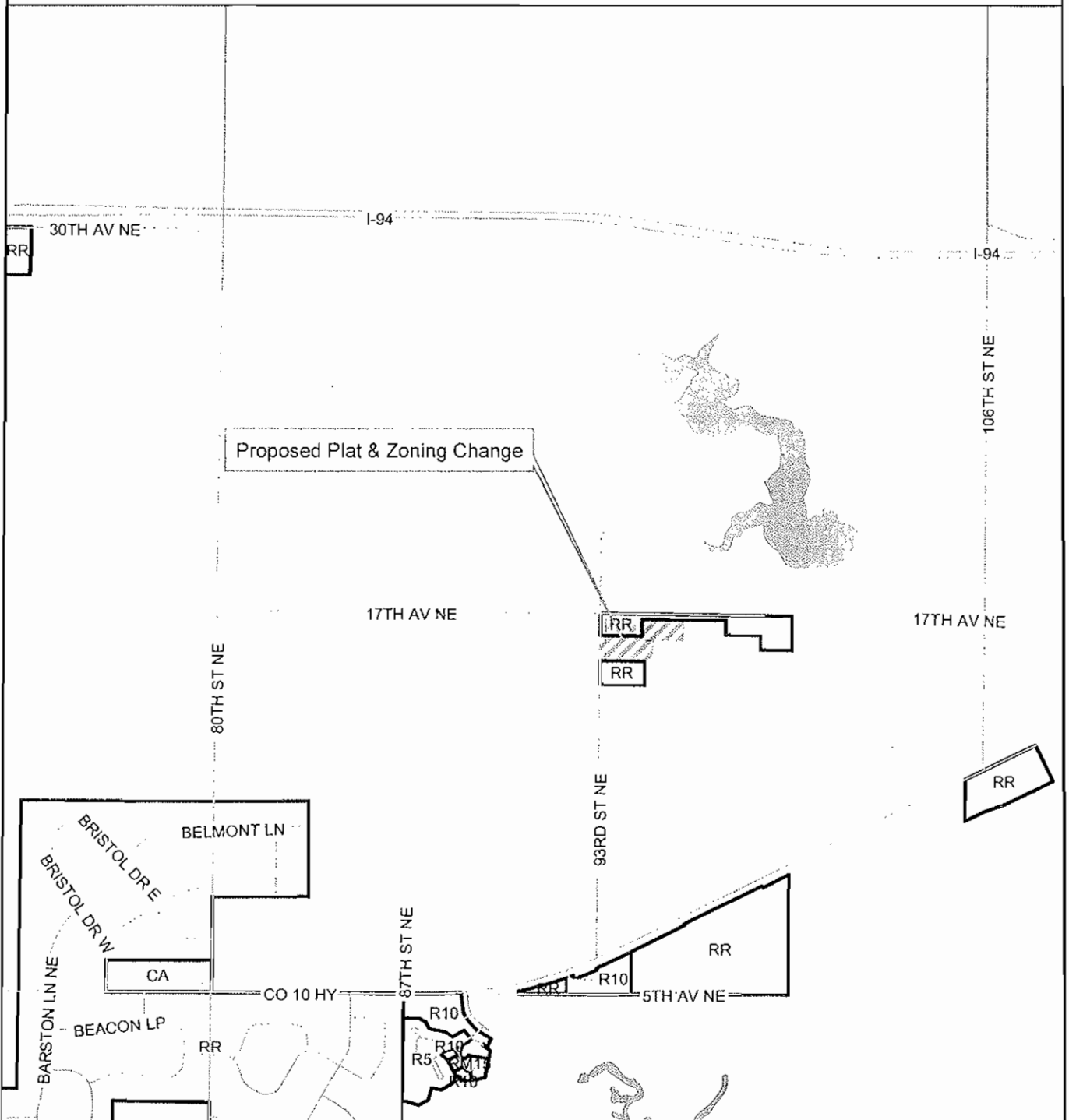
Attached please find a copy of the final plat titled Kolbo 3rd Subdivision, which has tentatively been scheduled for a public hearing by the City Planning & Zoning Commission on Wednesday, July 25, 2012.

If you have any questions or need any additional information on this request, please contact Jason Tomanek, the planner in our office assigned to this request, at 355-1849.

Attachment(s)

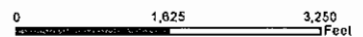


Proposed Plat and Zoning Change (A & RR to RR & PUD) Kolbo 3rd Subdivision



DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
Map was Updated/Created: March 30, 2012 (ldec)

Source: City of Bismarck

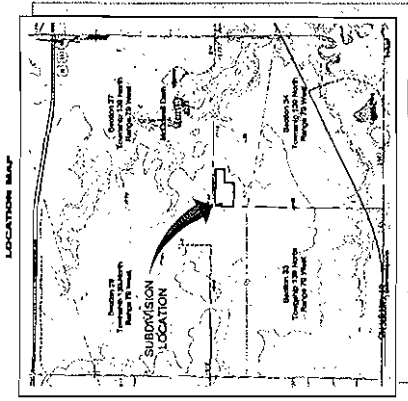
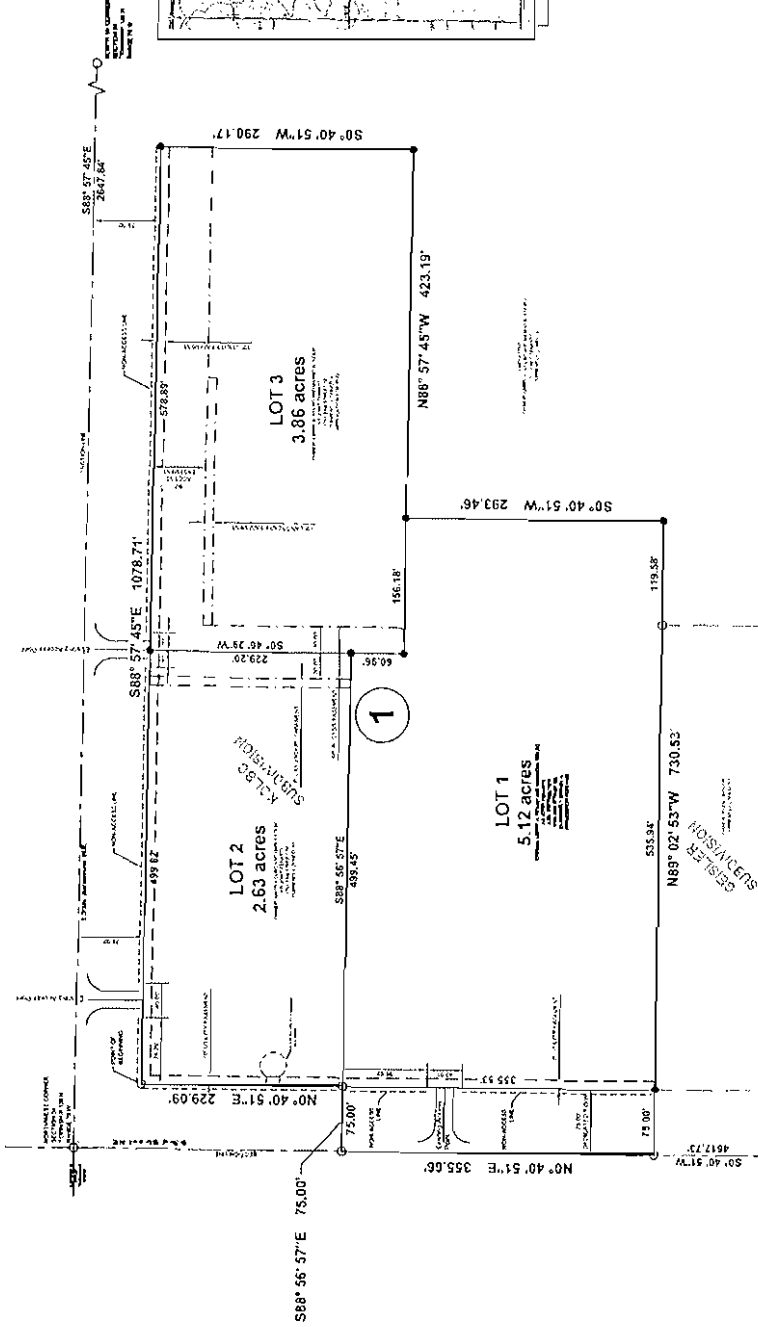


**PLAT OF
KOLBO 3RD SUBDIVISION
GIBBS TOWNSHIP
BURLEIGH COUNTY, NORTH DAKOTA**
A REPLAT OF KOLBO SUBDIVISION AND PART OF THE N 1/2 OF THE
NW 1/4 OF SECTION 24, TOWNSHIP 135S, RANGE 79S WEST
OF THE 5TH PRINCIPAL MERIDIAN

**RECEIVED
JUN 22 2012**

SCALE FOOTAGE & ACRES

LOT 1	5.12 ACRES
LOT 2	2.63 ACRES
LOT 3	3.86 ACRES
TOTAL	11.61 ACRES



- IRON MONUMENT FOUND
- MONUMENT TO BE PLACED
- WITH FINAL APPROVAL OF PLAT
- EXISTING PROPERTY LINE
- SECTION LINE
- 1/4 SECTION LINE
- NEW LOT LINE
- NEW BLOCK LINE
- PLAT BOUNDARY

OWNER CERTIFICATE & DEDICATION

I, the undersigned, being the owner of the above described land, do hereby certify that the same is being offered for public use and that I have no objection to the same being dedicated to the public use of the City of Bismarck, North Dakota.

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

On this 12th day of June, 2012, I, the undersigned, being the owner of the above described land, do hereby certify that the same is being offered for public use and that I have no objection to the same being dedicated to the public use of the City of Bismarck, North Dakota.

APPROVAL OF BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners of Burleigh County, North Dakota, on this 12th day of June, 2012, has approved the above described plat and the same is hereby approved for recording in the Public Records of Burleigh County, North Dakota.

APPROVAL OF CITY ENGINEER

I, the undersigned, being a duly licensed Professional Engineer, do hereby certify that the above described plat is in accordance with the laws and regulations of the State of North Dakota and that the same is hereby approved for recording in the Public Records of Burleigh County, North Dakota.

APPROVAL OF CITY PLANNING COMMISSION

The Planning Commission of the City of Bismarck, North Dakota, on this 12th day of June, 2012, has approved the above described plat and the same is hereby approved for recording in the Public Records of Burleigh County, North Dakota.

APPROVAL OF BOARD OF CITY COMMISSIONERS

The Board of City Commissioners of the City of Bismarck, North Dakota, on this 12th day of June, 2012, has approved the above described plat and the same is hereby approved for recording in the Public Records of Burleigh County, North Dakota.

APPROVAL OF BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners of Burleigh County, North Dakota, on this 12th day of June, 2012, has approved the above described plat and the same is hereby approved for recording in the Public Records of Burleigh County, North Dakota.

APPROVAL OF CITY ENGINEER

I, the undersigned, being a duly licensed Professional Engineer, do hereby certify that the above described plat is in accordance with the laws and regulations of the State of North Dakota and that the same is hereby approved for recording in the Public Records of Burleigh County, North Dakota.

Advanced Engineering and Environmental Services, Inc.
1815 SHELBOURNE STREET, SUITE 401, BISMARCK, ND
PH: 701.231.6556 FAX: 701.231.6551 WWW: www.AEES.com

AEES



Community Development Department

MEMORANDUM CITY FINAL PLAT TRENTON ADDITION

TO: Kathy Feist, Finance
Mel Bullinger, City Engineer
Ray Ziegler, Building Inspections
Mike Dannenfelzer, Communications Manager
Keith Demke/Jeff Heintz, Public Works
Kevin Glatt, County Auditor Office
Marcus Hall, County Engineer
Kim Lee, Planning
Duwayne Schoepp, Qwest
Patrick Darras, MDU
Mike Berg, Capital Electric
Bill Boyd, Midcontinent Communications
Roger Roehl, ND Department of Transportation
Randy Bina, Parks and Recreation
Kevin Levi, NDDOT (location map & reduction)
Al Klein, Rural Fire (location map & reduction)
Darin Scherr, Bismarck Public Schools (location map & reduction)
Jeff, BEK Communications (location map & reduction)
Burleigh County Water Resource District (location map & reduction)
Al Wood, Western Area Power Association (location map & reduction)
Les Witkowski, Sheriff's Office (location map & reduction)
Corrine Jochim, County Auditor/Treasurer Office (reduction and location map)
Fred Wooten, Police (location map & reduction)
Fire Department (location map & reduction)
City Assessing (location map & reduction)

FROM: City/County Community Development Department ~ Planning Division

DATE: June 25, 2012

Attached please find a copy of the final plat titled Trenton Addition, which has tentatively been scheduled for a public hearing by the City Planning & Zoning Commission on Wednesday, July 25, 2012.

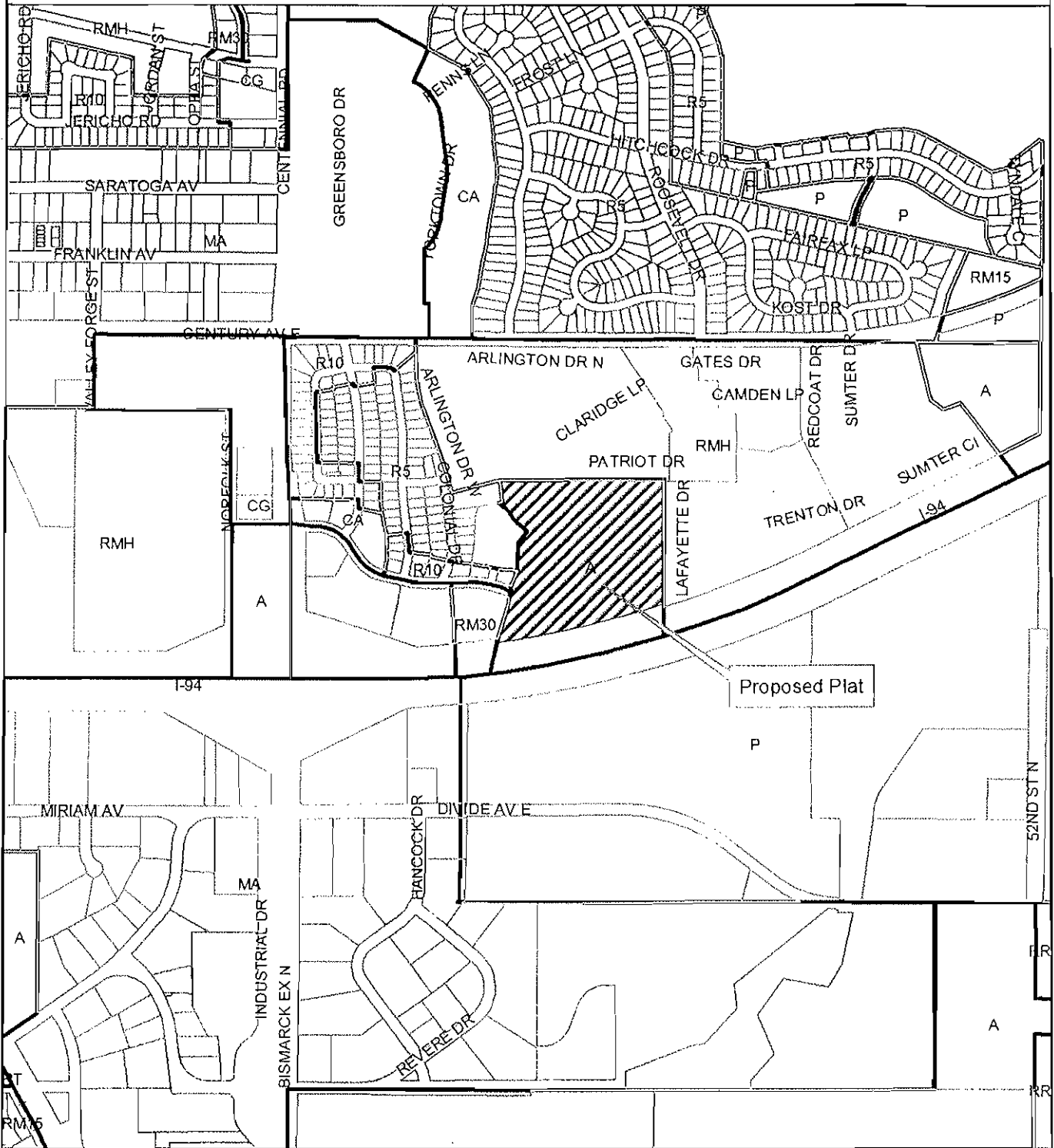
If you have any questions or need any additional information on this request, please contact Kim Lee, the planner in our office assigned to this request, at 355-1846.

Attachment

Bismarck-Burleigh County Community Development Department
221 North 5th Street • PO Box 5503 • Bismarck, ND 58506-5503 • TDD: 711 • www.bismarck.org

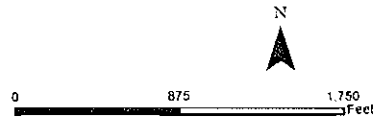


Proposed Plat and Zoning Change (A to CG & RM15) Trenton Addition



DISCLAIMER This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
Map was Updated/Created May 31, 2012 (Klee)

Source City of Bismarck



RECEIVED
JUN 27 2012

TRENTON ADDITION

TRACTS 1, 2 AND 3 OF THE N1/2
SECTION 25 TOWNSHIP 139 NORTH, RANGE 80 WEST
BISMARCK, NORTH DAKOTA



NOTE: OWNER HAS FILED TO VARY SPECIFICATIONS TO RECORD ALONG BOUNDARIES IN ORDER TO ACCOMMODATE ADJACENT PROPERTY OWNERS.

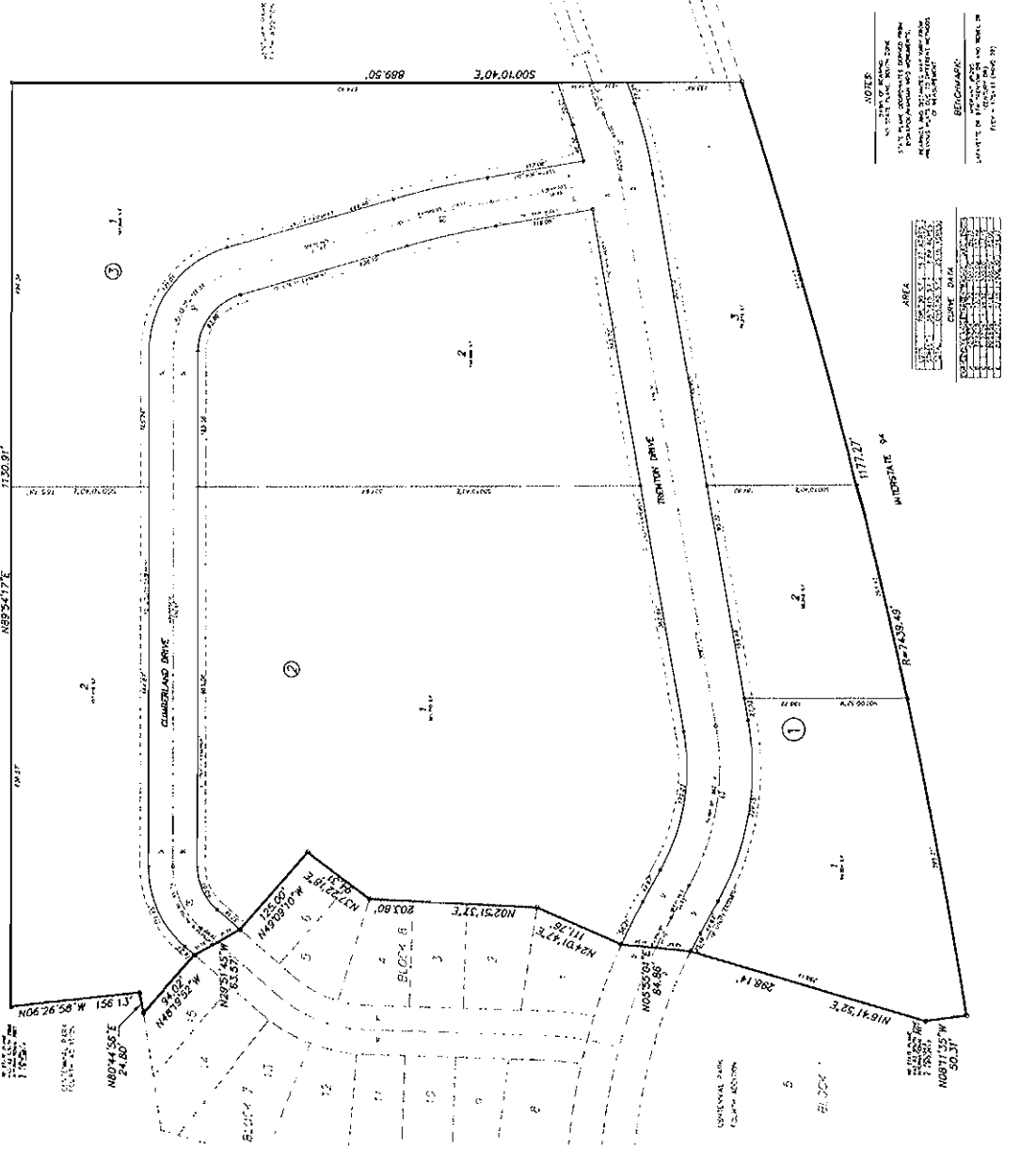
PROVISIONS:
TRACTS 1, 2 AND 3 OF THE N1/2 OF SECTION 25, TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE 14TH MERIDIAN, BISMARCK, NORTH DAKOTA, CONTAINING 2012 ADDED LOTS ON THIS ADDITION.

SUBJECT'S CORPORATE:
THE CITY OF BISMARCK, NORTH DAKOTA, IS THE OWNER OF THE LAND SHOWN ON THIS ADDITION. THE CITY OF BISMARCK, NORTH DAKOTA, IS THE OWNER OF THE LAND SHOWN ON THIS ADDITION. THE CITY OF BISMARCK, NORTH DAKOTA, IS THE OWNER OF THE LAND SHOWN ON THIS ADDITION.

APPROVAL OF CITY COMMISSIONERS:
THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA, HAS REVIEWED THE ADDITION AND HAS APPROVED THE ADDITION. THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA, HAS REVIEWED THE ADDITION AND HAS APPROVED THE ADDITION.

APPROVAL OF CITY ENGINEERS:
I, NIELSON J. BULLINGER, CITY ENGINEER OF THE CITY OF BISMARCK, NORTH DAKOTA, HEREBY CERTIFY THAT THE ADDITION IS IN ACCORDANCE WITH THE CITY OF BISMARCK, NORTH DAKOTA, ORDINANCES AND REGULATIONS.

OWNER'S CERTIFICATE & COVENANT:
I, THE OWNER, HEREBY CERTIFY THAT THE ADDITION IS IN ACCORDANCE WITH THE CITY OF BISMARCK, NORTH DAKOTA, ORDINANCES AND REGULATIONS. I, THE OWNER, HEREBY CERTIFY THAT THE ADDITION IS IN ACCORDANCE WITH THE CITY OF BISMARCK, NORTH DAKOTA, ORDINANCES AND REGULATIONS.



NOTES:

1. ALL LOTS ARE TO BE PLANNED FOR RESIDENTIAL USE.
2. THE CITY OF BISMARCK, NORTH DAKOTA, IS THE OWNER OF THE LAND SHOWN ON THIS ADDITION.
3. THE CITY OF BISMARCK, NORTH DAKOTA, IS THE OWNER OF THE LAND SHOWN ON THIS ADDITION.

AREA:

TRACT	AREA (ACRES)
TRACT 1	1.23
TRACT 2	1.45
TRACT 3	1.67
TOTAL	4.35

DATE: 06/27/12

BY: NIELSON J. BULLINGER, CITY ENGINEER

FOR: THE CITY OF BISMARCK, NORTH DAKOTA





Community Development Department

MEMORANDUM CITY PRELIMINARY PLAT HARVEST RIDGE SUBDIVISION

TO: Kathy Feist, Finance
Mel Bullinger, City Engineer
Ray Ziegler, Building Inspections Division
Mike Dannenfelzer, Emergency Management
Keith Demke/Jeff Heintz, Public Works
Kevin Glatt, County Auditor Office
Marcus Hall, County Engineer
Jason Tomanek, Planning
Duwayne Schoepp, Qwest
Patrick Darras, MDU
Mike Berg, Capital Electric
Bill Boyd, Midcontinent Communications
Roger Roehl, ND Department of Transportation
Al Klein, Rural Fire Department
Randy Bina, Parks and Recreation (reduction and location map)
Darin Scherr, Bismarck Public Schools (reduction and location map)
Jeff, BEK Communications (reduction and location map)
Burleigh County Water Resource District (reduction and location map)
Al Wood, Western Area Power (reduction and location map)
Les Witkowski, Sheriff's Office (reduction and location map)
Corrine Jochim, County Auditor/Treasurer Office (reduction and location map)
Fred Wooten, Police (reduction and location map)
Fire Department (reduction and location map)
City Assessing (reduction and location map)

FROM: City/County Community Development Department ~ Planning Division

DATE: June 25, 2012

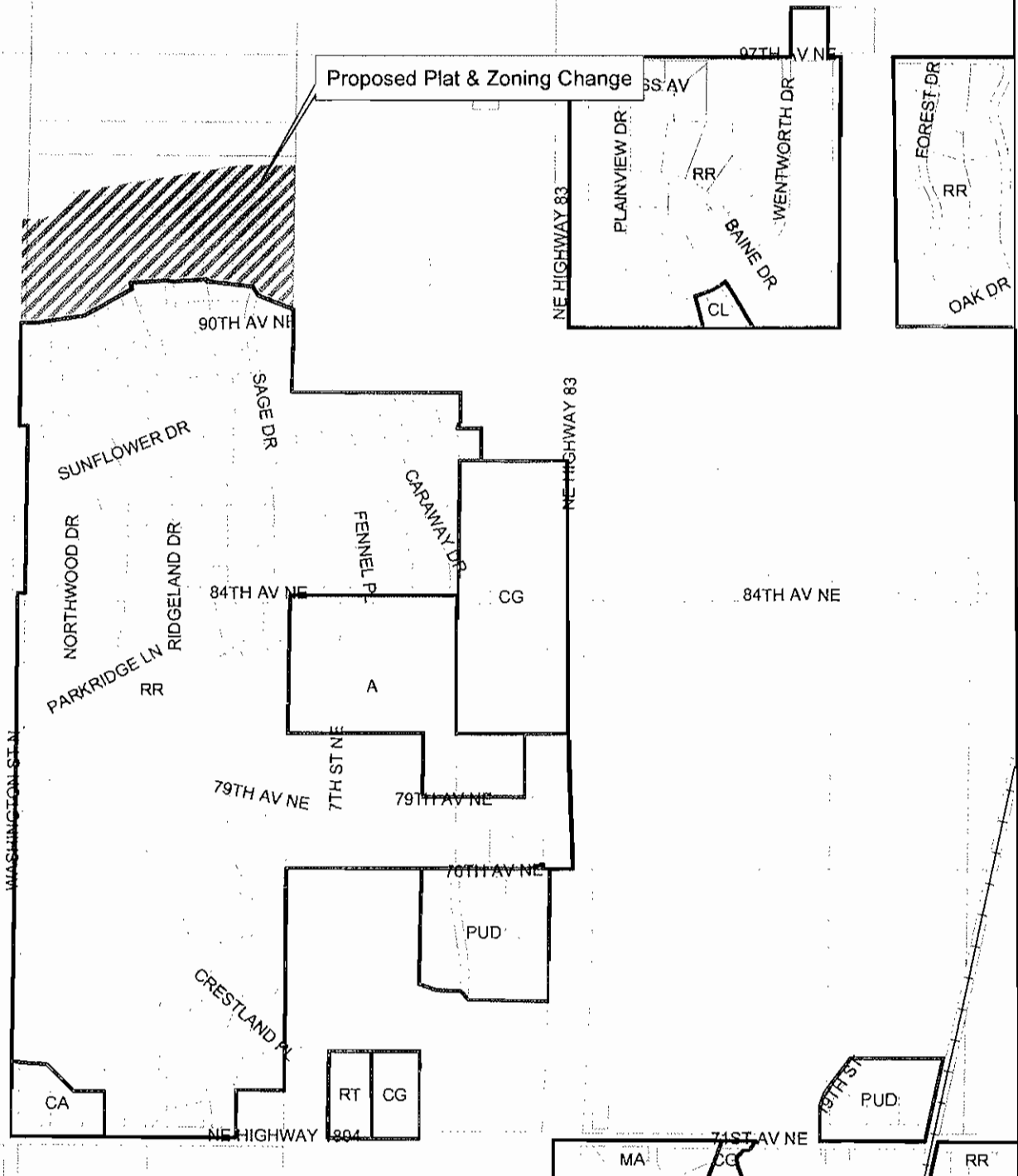
Attached please find a copy of the preliminary plat titled Harvest Ridge Subdivision, which has tentatively been scheduled for consideration by the City Planning & Zoning Commission on Wednesday, July 25, 2012.

If you have any questions or need any additional information on this request, please contact Jason Tomanek, the planner in our office assigned to this request, at 355-1849.

Attachment

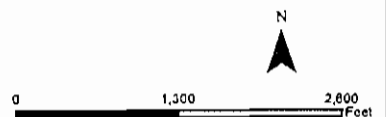


Proposed Plat and Zoning Change (A to RR) Harvest Ridge Subdivision



DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated herein.
Map was Updated/Created: June 25, 2012 (kleo)

Source: City of Bismarck



100



Community Development Department

**MEMORANDUM
CITY MINOR SUBDIVISION FINAL PLAT
MEADOWLARK COMMERCIAL FIFTH ADDITION REPLAT**

TO: Kathy Feist, Finance
Mel Bullinger, City Engineer
Ray Ziegler, Building Inspections
Mike Dannenfelzer, Communications Manager
Keith Demke/Jeff Heintz, Public Works
Marcus Hall, County Engineer
Kim Lee, Planning
Duwayne Schoepp, Qwest
Patrick Darras, MDU
Mike Berg, Capital Electric
Bill Boyd, Midcontinent Communications
Roger Roehl, ND Department of Transportation
Randy Bina, Parks and Recreation
Kevin Levi, NDDOT (location map & reduction)
Al Klein, Rural Fire (location map & reduction)
Darin Scherr, Bismarck Public Schools (location map & reduction)
Jeff, BEK Communications (location map & reduction)
Burleigh County Water Resource District (location map & reduction)
Al Wood, Western Area Power Association (location map & reduction)
Les Witkowski, Sheriff's Office (location map & reduction)
Corrine Jochim, County Auditor/Treasurer Office (reduction and location map)
Fred Wooten, Police (location map & reduction)
Fire Department (location map & reduction)
City Assessing (location map & reduction)

FROM: City/County Community Development Department ~ Planning Division

DATE: June 25, 2012

Attached please find a copy of the minor subdivision final plat titled Meadowlark Commercial Fifth Addition Replat, which has tentatively been scheduled for a public hearing by the City Planning & Zoning Commission on Wednesday, July 25, 2012.

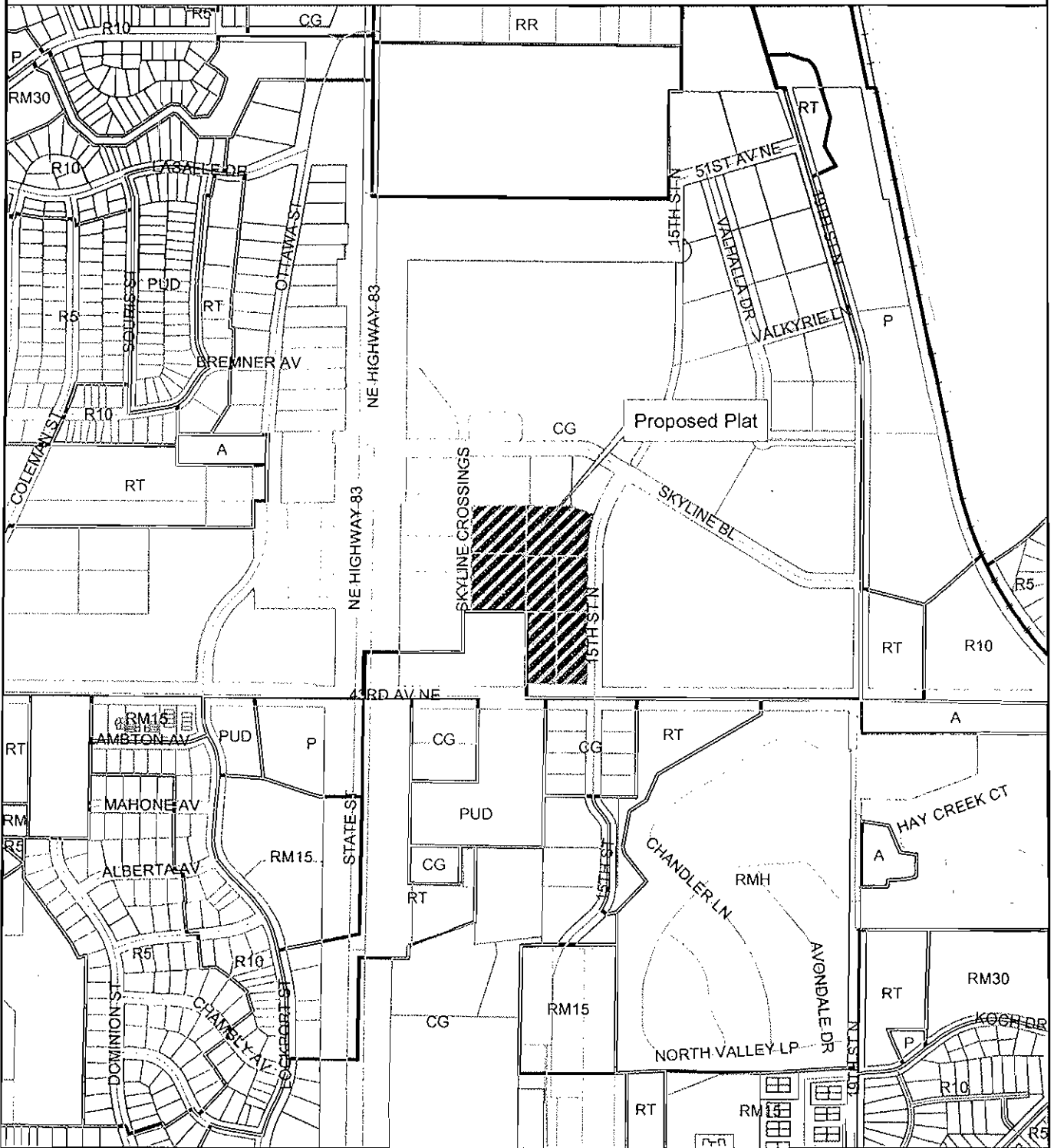
If you have any questions or need any additional information on this request, please contact Jason Tomanek, the planner in our office assigned to this request, at 355-1849.

Attachment



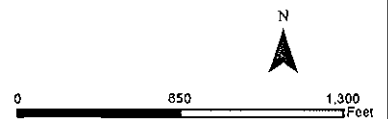
108

Proposed Minor Subdivision Final Plat Meadowlark Commercial Fifth Addition Replat



DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
Map was Updated/Created: June 25, 2012 (Klee)

Source: City of Bismarck





Community Development Department

MEMORANDUM

TO: Bill Wocken, City Administrator
Keith Hunke, Assistant City Administrator
Mel Bullinger, City Engineer
Ray Ziegler, Building Inspections
Mike Dannenfelzer, Communications Manager
Jeff Heintz, Director of Service Operations
Keith Demke, Director of Utility Operations
Keith Witt, Police Chief
Deb Goodsell, City Assessing
Kathy Feist, Finance
Dale Heinert, Design & Construction Engineer
Kevin Glatt, County Auditor
Corrine Jochim, County Auditor/Treasurer Office
Al Vietmeier, Director County Tax Equalization
Greg Carlson, County GIS
Randy Bina, Parks and Recreation
Les Witkowski, Sheriff's Office
Burleigh County Water Resource District
Darin Scherr, Bismarck School District
Al Wood, Western Area Power Administration
Rural Fire Department

FROM: City/County Community Development Department ~ Planning Division

DATE: May 16, 2012

SUBJECT: Annexation

The attached annexation of part of Sattler's Sunrise Sixth Addition and Sattler's Sunrise Ninth Addition was recently submitted and is due for final consideration by the City Planning & Zoning Commission on May 23, 2012.

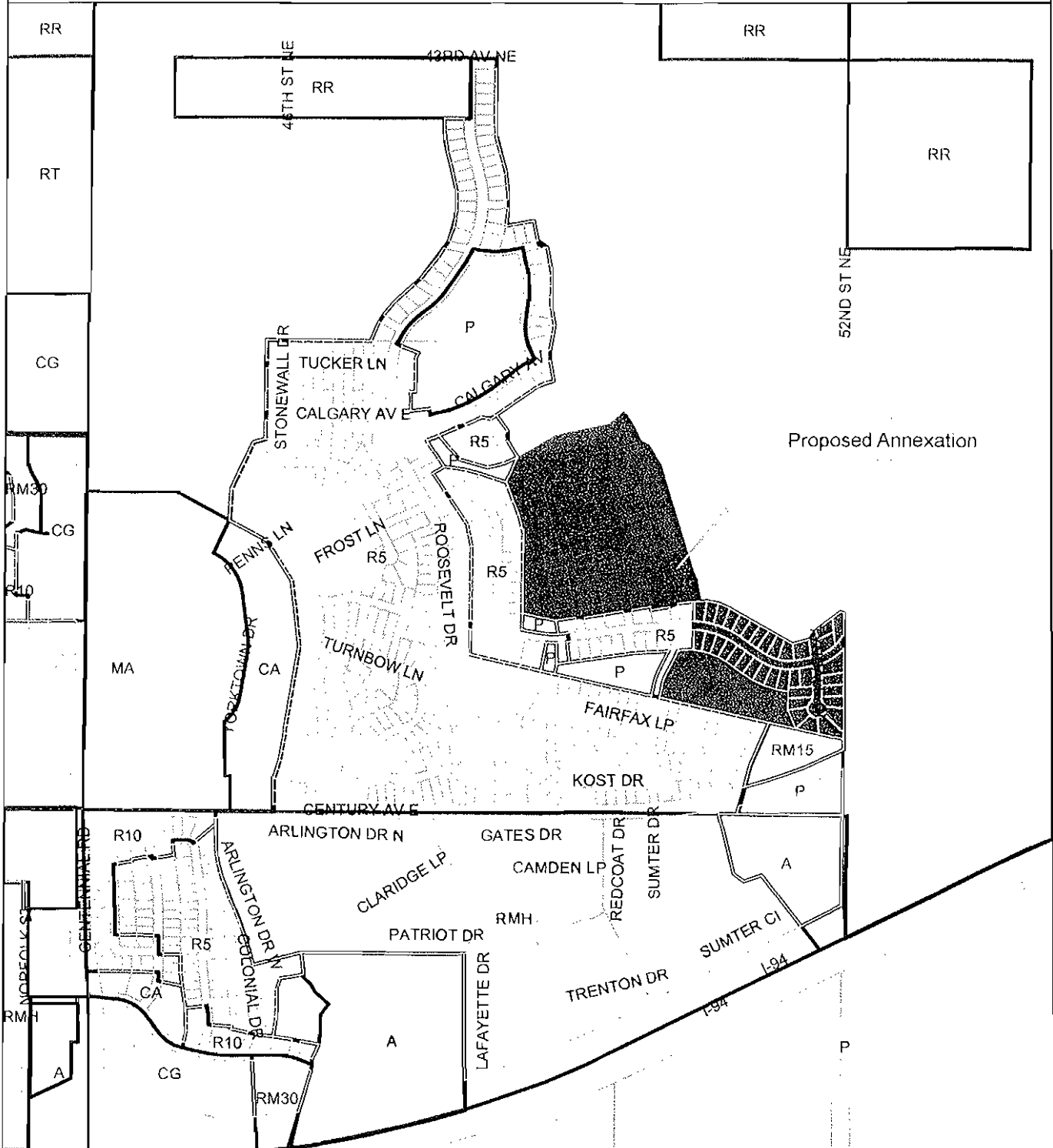
If you have any questions or need any additional information on this request, please contact Jason Tomanek, the planner in our office assigned to this request, at 355-1849.

Attachment: Location Map

Bismarck-Burleigh County Community Development Department
221 North 5th Street • PO Box 5503 • Bismarck, ND 58506-5503 • TDD: 711 • www.bismarck.org

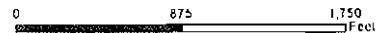


Proposed Annexation Part of Sattler's Sunrise 6th Addition and all of Sattler's Sunrise 9th Addition



DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated herein.
Map was Updated/Created: April 30, 2012 (Klee)

Source: City of Olathe





Community Development Department

MEMORANDUM

TO: Bill Wocken, City Administrator
Keith Hunke, Assistant City Administrator
Mel Bullinger, City Engineer
Ray Ziegler, Building Inspections
Mike Dannenfelzer, Communications Manager
Jeff Heintz, Director of Service Operations
Keith Demke, Director of Utility Operations
Fred Wooten, Police Chief
Deb Goodsell, City Assessing
Kathy Feist, Finance
Dale Heinert, Design & Construction Engineer
Kevin Glatt, County Auditor
Corrine Jochim, County Auditor/Treasurer Office
Al Vietmeier, Director County Tax Equalization
Greg Carlson, County GIS
Randy Bina, Parks and Recreation
Les Witkowski, Sheriff's Office
Burleigh County Water Resource District
Darin Scherr, Bismarck School District
Al Wood, Western Area Power Administration
Rural Fire Department

FROM: City/County Community Development Department ~ Planning Division

DATE: June 5, 2012

SUBJECT: Annexation

The attached annexation of Trenton Addition was recently submitted and is due for final consideration by the City Planning & Zoning Commission on June 27, 2012.

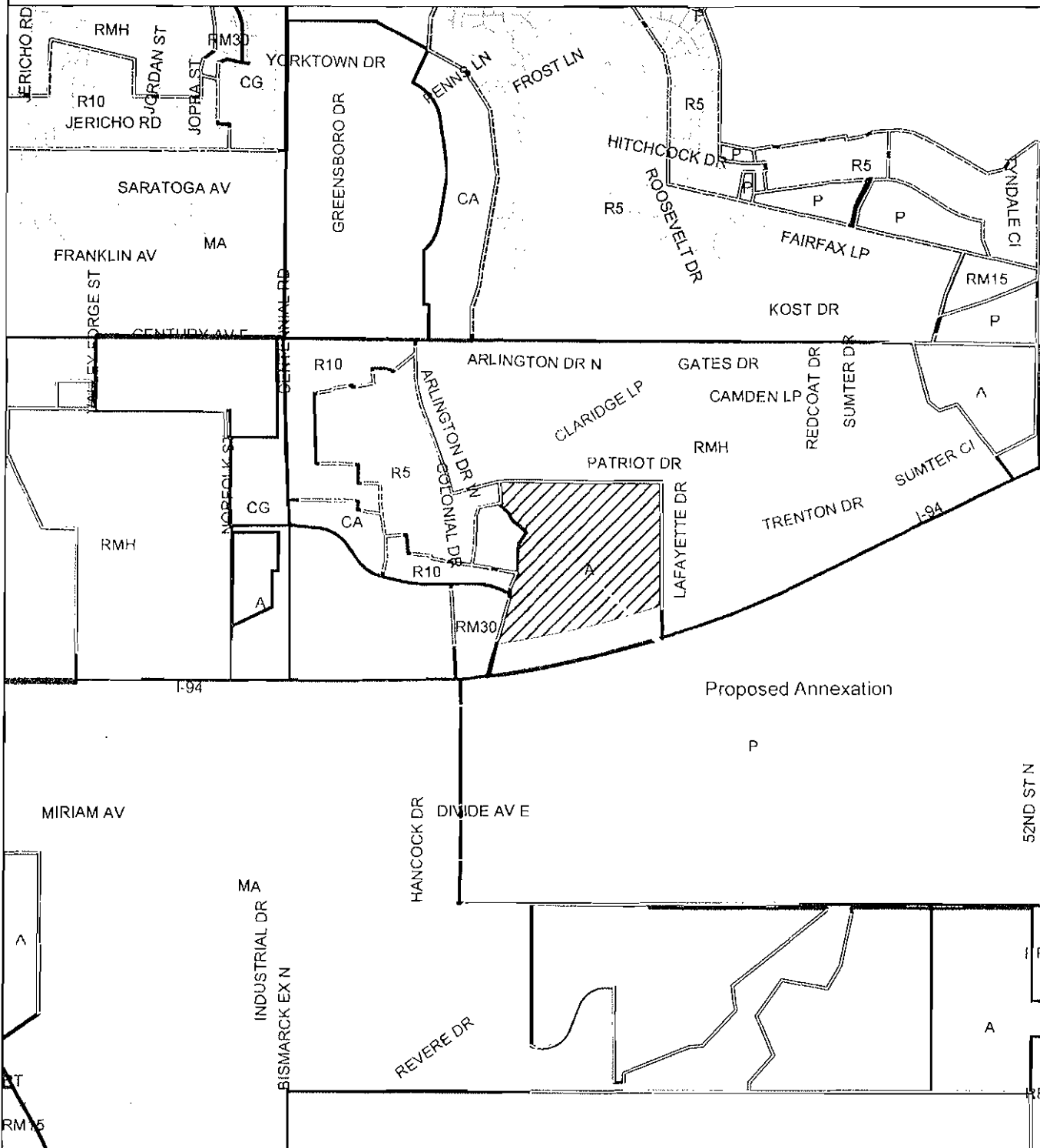
If you have any questions or need any additional information on this request, please contact Kim Lee, the planner in our office assigned to this request, at 355-1846.

Attachment: Location Map



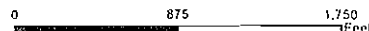
113

Proposed Annexation Trenton Addition



DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
Map was Updated/Created: May 31, 2012 (Klec)

Source: City of Bismarck



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Community Development Department

MEMORANDUM

TO: Bill Wocken, City Administrator
Keith Hunke, Assistant City Administrator
Mel Bullinger, City Engineer
Ray Ziegler, Building Inspections
Mike Dannenfelzer, Communications Manager
Jeff Heintz, Director of Service Operations
Keith Demke, Director of Utility Operations
Fred Wooten, Police Chief
Deb Goodsell, City Assessing
Kathy Feist, Finance
Dale Heinert, Design & Construction Engineer
Kevin Glatt, County Auditor
Corrine Joehim, County Auditor/Treasurer Office
Al Vietmeier, Director County Tax Equalization
Greg Carlson, County GIS
Randy Bina, Parks and Recreation
Les Witkowski, Sheriff's Office
Burleigh County Water Resource District
Darin Scherr, Bismarck School District
Al Wood, Western Area Power Administration
Rural Fire Department

FROM: City/County Community Development Department ~ Planning Division

DATE: June 5, 2012

SUBJECT: Annexation

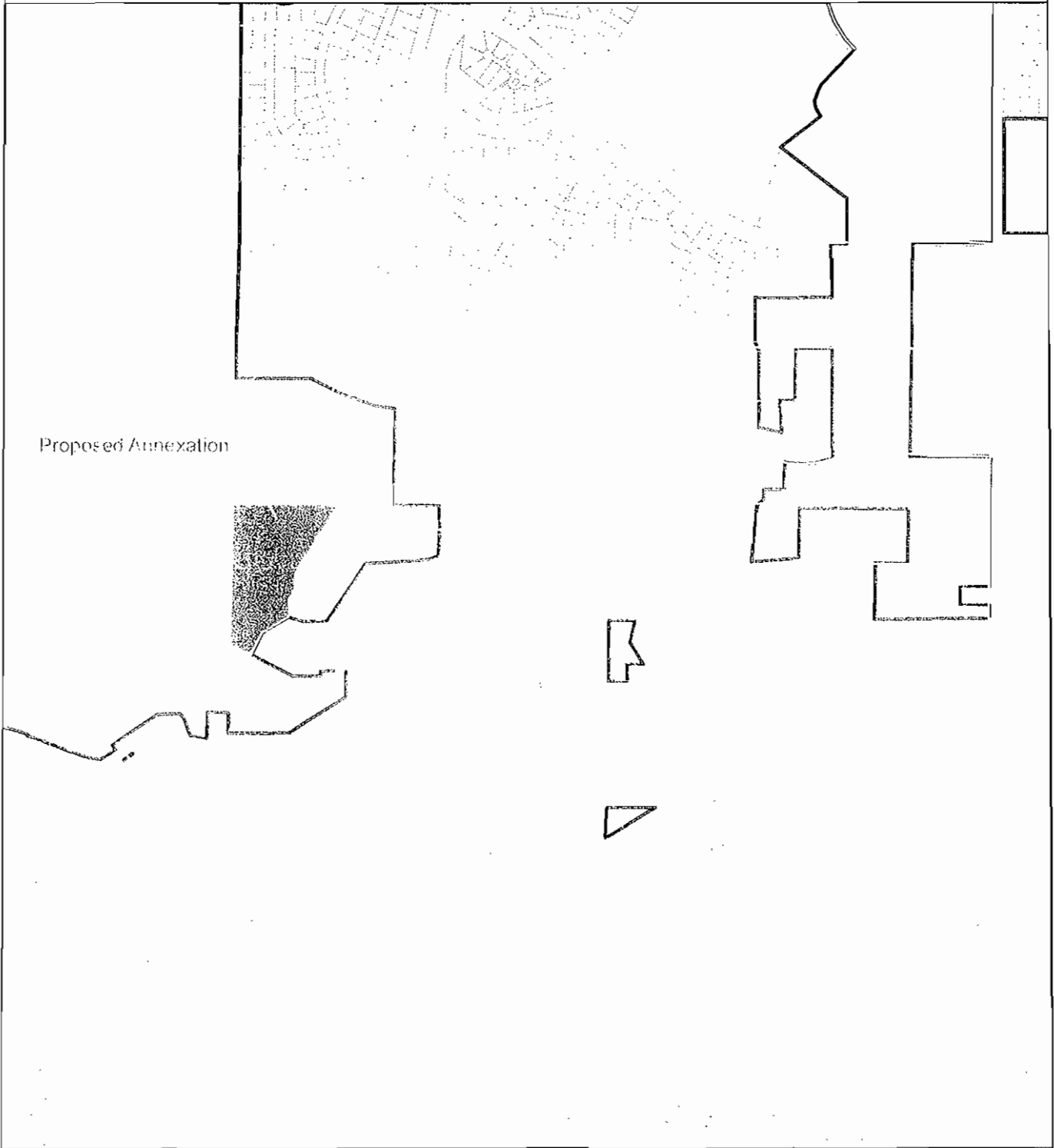
The attached annexation of Lots 6-7, Block 1; Lots 14-15, Block 2; Lots 1-11, Block 3 and Lots 8-15, Block 4, Eagle Crest Fourth Addition was recently submitted and is due for final consideration by the City Planning & Zoning Commission on June 27, 2012.

If you have any questions or need any additional information on this request, please contact Kim Lee, the planner in our office assigned to this request, at 355-1846.

Attachment: Location Map



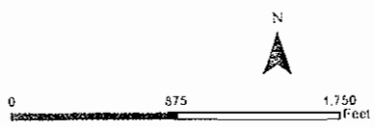
**Proposed Annexation
Part of Eagle Crest 4th Addition
(L6-7, B1; L14-15, B2; L1-11, B3 & L8-15, B4)**



Proposed Annexation

DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
Map was Updated/Created: May 31, 2012 (Mec)

Source: City of Bismarck



116



Community Development Department

MEMORANDUM

TO: Bill Wocken, City Administrator
Keith Hunke, Assistant City Administrator
Mel Bullinger, City Engineer
Ray Ziegler, Building Inspections
Mike Dannenfelzer, Communications Manager
Jeff Heintz, Director of Service Operations
Keith Demke, Director of Utility Operations
Fred Wooten, Police Chief
Deb Goodsell, City Assessing
Kathy Feist, Finance
Dale Heinert, Design & Construction Engineer
Kevin Glatt, County Auditor
Corrine Jochim, County Auditor/Treasurer Office
Al Vietmeier, Director County Tax Equalization
Greg Carlson, County GIS
Randy Bina, Parks and Recreation
Les Witkowski, Sheriff's Office
Burleigh County Water Resource District
Darin Scherr, Bismarck School District
Al Wood, Western Area Power Administration
Rural Fire Department

FROM: City/County Community Development Department ~ Planning Division

DATE: June 5, 2012

SUBJECT: Annexation

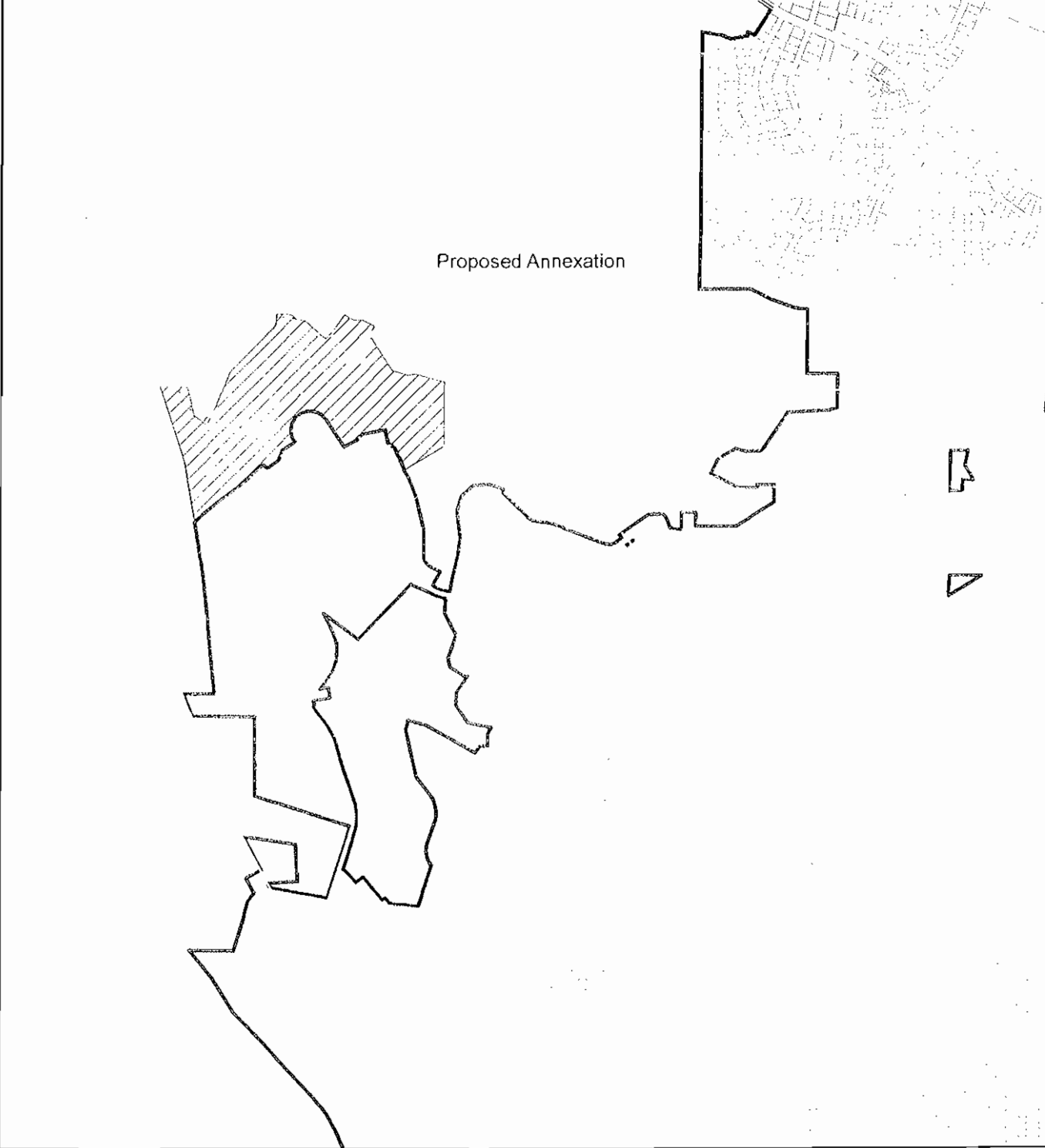
The attached annexation of Promontory Point V was recently submitted and is due for final consideration by the City Planning & Zoning Commission on June 27, 2012.

If you have any questions or need any additional information on this request, please contact Jason Tomanek, the planner in our office assigned to this request, at 355-1849.

Attachment: Location Map



Proposed Annexation Promontory Point V



DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.

Map was Updated/Created: June 1, 2017 (klee)

Source: City of Bismarck



0 1,350 2,700 Feet



Community Development Department

MEMORANDUM

TO: Bill Wocken, City Administrator
Keith Hunke, Assistant City Administrator
Mel Bullinger, City Engineer
Ray Ziegler, Building Inspections
Mike Dannenfelzer, Communications Manager
Jeff Heintz, Director of Service Operations
Keith Demke, Director of Utility Operations
Fred Wooten, Police Chief
Deb Goodsell, City Assessing
Kathy Feist, Finance
Dale Heinert, Design & Construction Engineer
Kevin Glatt, County Auditor
Corrine Jochim, County Auditor/Treasurer Office
Al Vietmeier, Director County Tax Equalization
Greg Carlson, County GIS
Randy Bina, Parks and Recreation
Les Witkowski, Sheriff's Office
Burleigh County Water Resource District
Darin Scherr, Bismarck School District
Al Wood, Western Area Power Administration
Rural Fire Department

FROM: City/County Community Development Department ~ Planning Division

DATE: June 18, 2012

SUBJECT: Annexation

The attached annexation of part of Centennial Park Fourth Addition was recently submitted and is due for final consideration by the City Planning & Zoning Commission on June 27, 2012.

If you have any questions or need any additional information on this request, please contact Kim Lee, the planner in our office assigned to this request, at 355-1846.

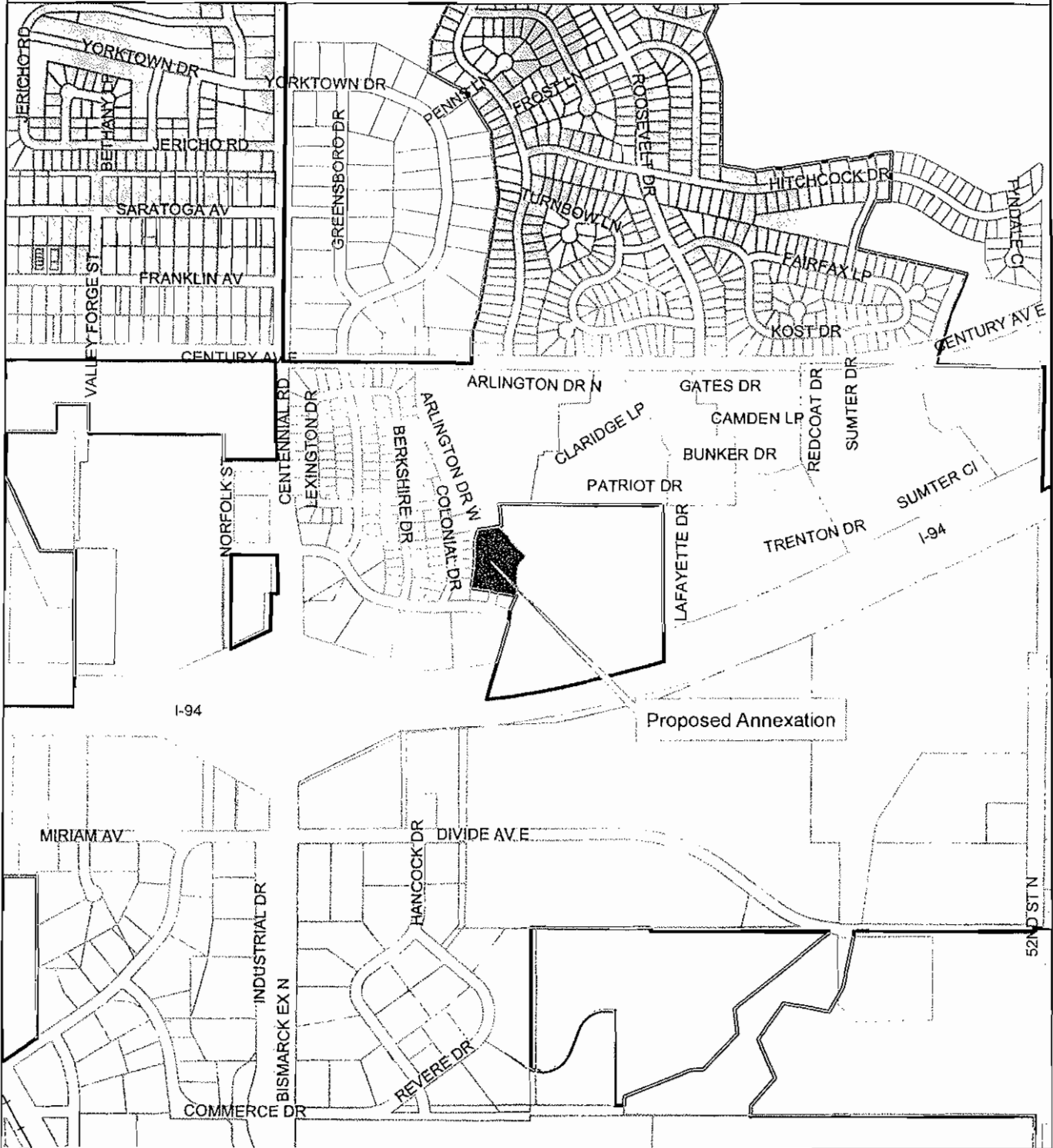
Attachment: Location Map

Bismarck-Burleigh County Community Development Department
221 North 5th Street • PO Box 5503 • Bismarck, ND 58506-5503 • TDD: 711 • www.bismarck.org



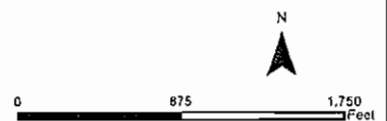
119

Proposed Annexation Part of Centennial Park 4th Addition



DISCLAIMER This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
Map was Updated/Created: May 31, 2012 (klc)

Source: City of Bismarck



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Community Development Department

MEMORANDUM

TO: Bill Wocken, City Administrator
Keith Hunke, Assistant City Administrator
Mel Bullinger, City Engineer
Ray Ziegler, Building Inspections
Mike Dannenfelzer, Communications Manager
Jeff Heintz, Director of Service Operations
Keith Demke, Director of Utility Operations
Fred Wooten, Police Chief
Deb Goodsell, City Assessing
Kathy Feist, Finance
Dale Heinert, Design & Construction Engineer
Kevin Glatt, County Auditor
Corrine Jochim, County Auditor/Treasurer Office
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Greg Carlson, County GIS
Randy Bina, Parks and Recreation
Les Witkowski, Sheriff's Office
Burleigh County Water Resource District
Darin Scherr, Bismarck School District
Al Wood, Western Area Power Administration
Rural Fire Department

FROM: City/County Community Development Department ~ Planning Division

DATE: June 27, 2012

SUBJECT: Annexation

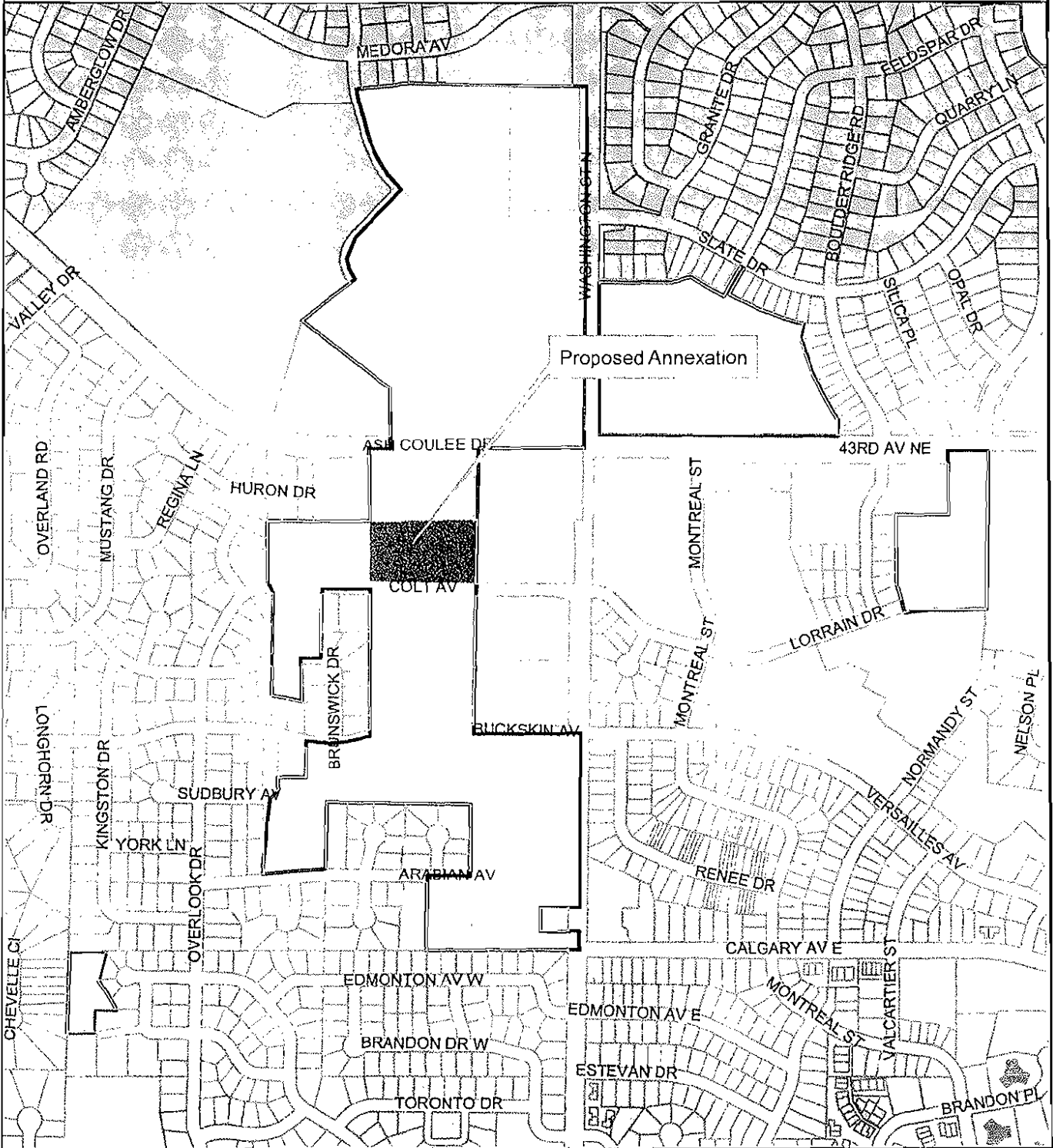
The attached annexation of Lot 2, Block 1, KMK Estates was recently submitted and is due for final consideration by the City Planning & Zoning Commission on July 25, 2012.

If you have any questions or need any additional information on this request, please contact Kim Lee, the planner in our office assigned to this request, at 355-1846.

Attachment: Location Map

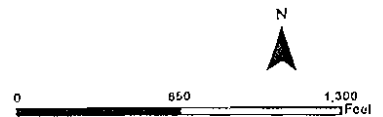


Proposed Annexation Lot 2, Block 1, KMK Estates



DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
Map was Updated/Created: June 27, 2012 (tice)

Source: City of Bismarck



*emailed
6.25.12*



State of North Dakota

Office of the State Engineer

900 EAST BOULEVARD AVE. • BISMARCK, ND 58505-0850
701-328-2750 • FAX 701-328-3696 • <http://swc.nd.gov>

SOLICITATION OF VIEWS

June 18, 2012

RE: APPLICATIONS TO THE STATE ENGINEER FOR AUTHORIZATION TO CONSTRUCT A PROJECT WITHIN ISLANDS AND BEDS OF NAVIGABLE STREAMS OR WATERS OF THE STATE OF NORTH DAKOTA.

Dave and Pat Goodin, Bismarck, ND Applicant

Application No. S-1784

Dave and Pat Goodin, Bismarck, North Dakota have filed an application with the State Engineer to repair a rock revetment originally constructed by the U.S. Army Corps of Engineers and damaged during the 2011 flood event proximate to their property on the Missouri River in Burleigh County. Specifically the project involves removal of dead trees, reshaping the bank, installing 200 lineal feet of fabric, and placement of approximately 600 cubic yards of 6-inch to 24-inch crushed rock along approximately 200 lineal feet of shoreline.

Construction will occur in the NE ¼ SW ¼ of Section 18, Township 138 North, Range 80 West, Burleigh County.

Projects which lie either partially or wholly below the ordinary high watermark of navigable streams or waters may require authorization from the State Engineer prior to construction or operation. At the discretion of the State Engineer, a public meeting may be held on the project for the purpose of gathering information. The State Engineer will consider riparian owner's rights, recreation, navigation, aesthetics, erosion, wildlife, water quality, maintenance of existing water flows, alternative uses, and the environment in determining whether to grant the authorization.

To ensure that all environmental, economic and social factors are considered in the evaluation of this application, your views and comments are solicited. It is requested that any comments or information be forwarded within 30 days of the date of this mailing to the State Engineer, at 900 East Boulevard Avenue, Bismarck ND. If no reply is received within the 30 days, it will be assumed that your agency has no comment on this project.

Sincerely,

Gerald R. Heiser
Sovereign Lands Manager

GRH: /1625

183

Enclosures: Sovereign Lands Application

U.S. Army Corps of Engineers Permit Application NWO-2008-2796-BIS

Drawings

Map

Copies to: Mike Brand, North Dakota State Land Department

Jesse Hanson, North Dakota Parks and Recreation Department

Terry Steinwand, Director, North Dakota Game and Fish Department

Terry Dwelle, M.D., State Health Officer, North Dakota Department of Health

Dave Koland, Garrison Diversion Conservancy District

U.S. Fish and Wildlife Service, Bismarck

State Historical Society of North Dakota

Burleigh County Water Resource District

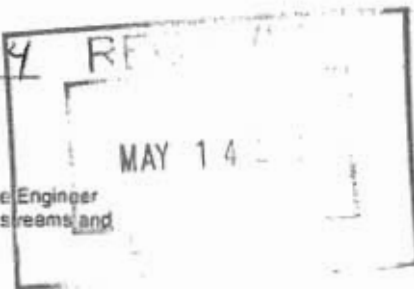
U.S. Army Corps Engineers, Bismarck



APPLICATION FOR AUTHORIZATION TO CONSTRUCT A PROJECT WITHIN ISLANDS AND BEDS OF NAVIGABLE STREAMS AND WATERS

Office of the State Engineer
900 East Boulevard
Bismarck, ND 58505-0850

Permit No. 1784 RE
Project No. 1625



I, the undersigned, do hereby submit the following information to the Office of the State Engineer as an application to construct a project that may impact islands and beds of navigable streams and waters of North Dakota under NDCC Chapter 61-33.

GENERAL INFORMATION:

This Application must include a map from an actual survey, aerial photo or topographic map and plot map (if a development). The size of the map shall be 8 1/2 by 11 inches. The map shall have a north arrow and approximate scale. Indicate the existing or proposed work on the drawing. Plans and specifications must be submitted if project includes construction work.

- (1) Project will be located in the: Burleigh Water Resource District
- (2) Legal description to the nearest 40 acre tract: NE 1/4 SW 1/4 Section 18 Township 138 Range 80
- (3) Is this application for modification of an existing project Yes No If so, what year was project constructed: _____
By whom: US Army Corps of Engineers
- (4) Proposed project involves water crossing, type _____ boat dock, boat ramp, water intake, dredge, volume _____ cu. yds. filling, volume 600 cu. yds., type 6 - 24" Rock, other (explain) Bank Stabilization
- (5) Water body on which project will be located: Missouri River
- (6) Purpose: Repair Revetment
- (7) Project Description: See Attached
- (8) Contractor, if known: unknown
- (9) Anticipated construction start date: as soon as possible Completion date: 12/31/12

The filing of this application and its approval in no way relieves the applicant or riparian landowner from any responsibility or liability resulting from the construction, operation or failure of the project.

Riparian Land Owner or Organization Sponsor: (Print) Dave and Pat Goodin

Applicant: (Print) Dave and Pat Goodin

Address: 2810 Langer Way

Bismarck, ND 58504

Phone: (H) 701-221-2371

(W) 701-222-7611

Signature: Dave Goodin
(Riparian landowner or Organization Sponsoring the project)

Date Submitted: 5/10/2012

128

3712 Lockport Street Bismarck ND 58503



Houston Engineering Inc.

May 10, 2012

John Paczkowski, P.E.
Regulatory Section Chief
ND State Water Commission
900 East Boulevard
Bismarck, ND 58505

Dear Mr. Paczkowski:

We are submitting the enclosed Sovereign Lands Application on behalf of Dave and Pat Goodin. They are proposing to repair the revetment along their property originally constructed by the US Army Corps of Engineers. The revetment was damaged during the 2011 flood event. Their neighbor to the south, Brent Levinson, has similarly filed an application for the same purpose.

Burleigh County has agreed to pay for the cost of materials with the landowners being responsible for the cost of the labor. These repairs will satisfy Burleigh County's responsibilities for maintenance under the 1971 agreement.

We have estimated it will require up to 600 cubic yards of rock along the approximately 200 lineal feet of Mr. Goodin's bank line. Fabric material will also be installed. The attached sketch illustrates the intended typical section. The project will be bid by Burleigh County.

The Burleigh County Water Resource District is aware of this project and will be providing their letter of comment in the near future. An application is also being submitted to the U.S. Army Corps of Engineers.

If you have any questions or require additional information, please feel free to call at 323-0200.

Sincerely,

HOUSTON ENGINEERING, INC.



Michael Gunsch, P.E.
Senior Project Manger

Encl.

C: Dave Goodin
Marcus Hall, P.E., Burleigh County
Gailen Narum, Burleigh County WRD





DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
NORTH DAKOTA REGULATORY OFFICE
1513 SOUTH 12TH STREET
BISMARCK ND 58504-6640
May 29, 2012

North Dakota Regulatory Office

[NWO-2012-1198-BIS]

North Dakota State Water Commission
Attn: Mr. Gerald Heiser
900 East Boulevard Avenue
Bismarck, North Dakota 58505-0850

Dear Mr. Heiser:

Enclosed for your review and records is a copy of a Department of the Army (DA) permit application received from Mr. Dave Goodin for proposed repairs to a rock revetment damaged during the 2011 flood event. The revetment is located in and along the Missouri River at Mr. Goodin's property at 2810 Langer Way. The project was originally constructed by the U.S. Army Corps of Engineers. It is my understanding that the work requires approval from the North Dakota State Water Commission and a designated local sponsor (if any).

The information provided to this office, indicates that material cost, project bidding and management of construction activities would be assumed by Burleigh County.

As proposed, the activity would be processed as a Nationwide Permit and has been assigned Corps Identification No. NWO-2012-1198-BIS. If your office issues a permit or approval for this project, please send it directly to the applicant and provide a copy to this office.

Sincerely,

Matthew J. Mikulecky
Regulatory Project Manager
North Dakota Regulatory Office

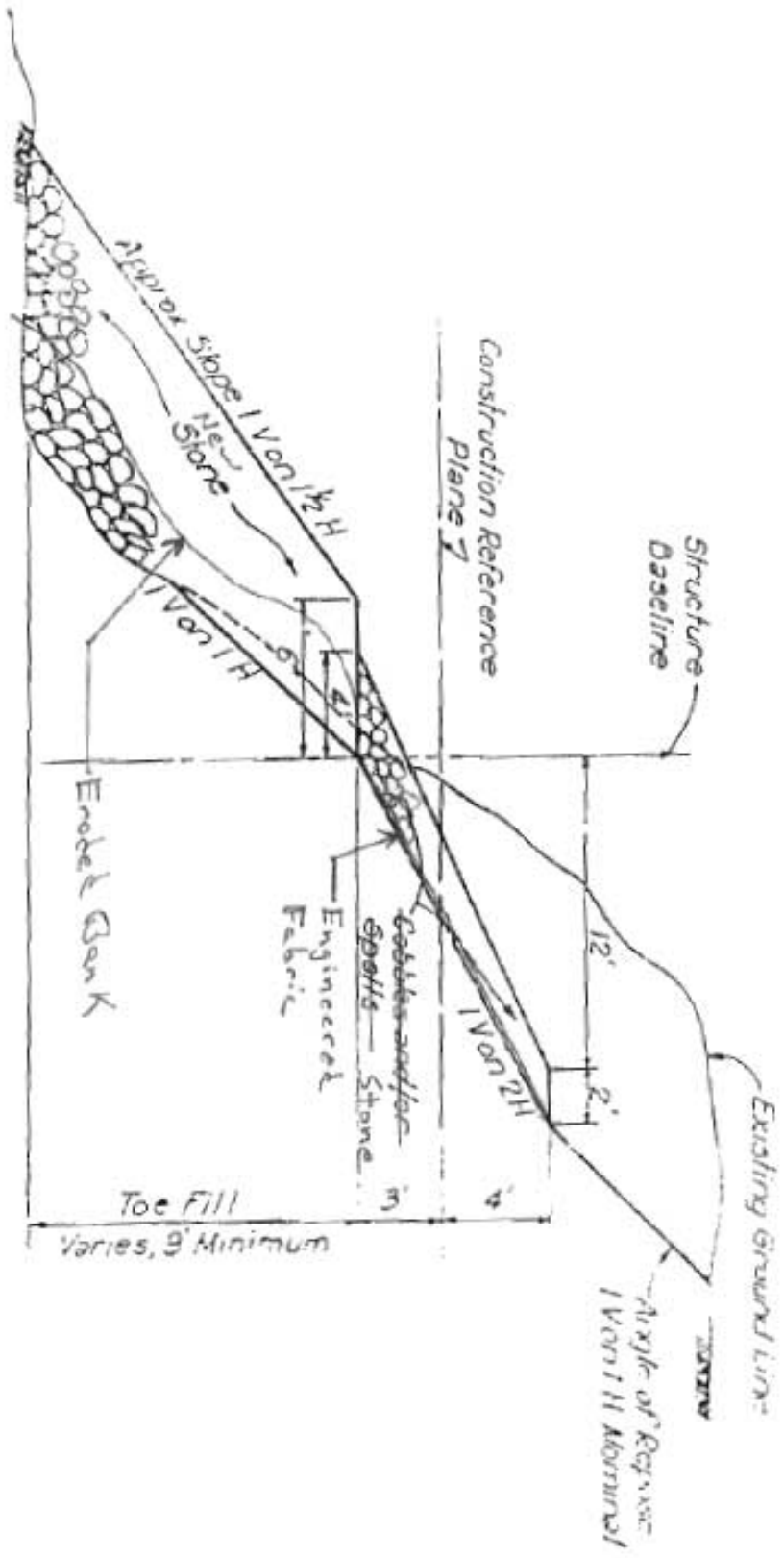
Enclosure

Copy Furnished (w/ enclosure):

CENWO-ED-H (J. Remus)
BCWRD (G. Narum)
Houston Engineering (M. Gunsch)

Copy Furnished (w/out enclosure):
D. Goodin





BANKLINE REVETMENT TYPE D

NO SCALE
BISMARCK-MANDAN AREA

Note: Use construction where riverbed was more than 9 feet below C.R.P.
inward of the structure baseline within the structure cross-section



Google earth





Dave and Pat Goodin
T138N, R80W Section 18

Burleigh Co.
Permit No S1784



130

Permit Number - ND2012-14313

*Emailed
6-27-12*

**State of North Dakota
Temporary Water Permit
SWC Project No. 1400A**

In response to an application for a temporary water permit dated Jun 5, 2012 as received in this office Jun 5, 2012, authority is hereby granted to:

Anderson Western Inc.
P.O. Box 2319
Bismarck, ND 58502

Contact Person: Jeff Brummer

Telephone (701) 222-3550

A Temporary Water Permit as follows:

Source: Cherry Lake

Point of Diversion: W1/2 Sec. 28 Twp. 138 Rng. 075

Nature of Use: Road Construction

Total Quantity of Water: 3,000,000.0 Gallons

Maximum Withdrawal Rate: 300.0 gpm

Period of authorized useage: Jun 15, 2012 through Jul 25, 2012

Conditions

This temporary water permit is granted subject to use from the source by senior appropriators. Permission for access to the source must be obtained from all affected landowners. Failure to comply with any order of the State Engineer may result in forfeiture of this permit. The granting of a temporary water permit does not create a water right.

The State Engineer may impose restrictions pertaining to a minimum level in Cherry Lake.

The use of the water authorized by this Temporary Water Permit shall be limited to activities associated with road construction. Any other use is unauthorized and will result in the forfeiture of this temporary water permit.

A weatherproof copy of this Temporary Water Permit must be attached the equipment withdrawing water and must be available for inspection by representatives of the State Engineers Office or the State Water Commission.

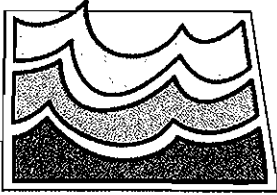
Dated: Jun 15, 2012



Todd Sando, P.E.
State Engineer
ND State Water Commission
900 East Boulevard
Bismarck, ND 58505

cc: Burleigh WRD

Emailed 6/15/12



North Dakota State Water Commission

900 EAST BOULEVARD AVENUE, DEPT 770 • BISMARCK, NORTH DAKOTA 58505-0850
701-328-2750 • TTY 800-366-6888 • FAX 701-328-3696 • INTERNET: <http://swc.nd.gov>

June 12, 2012

Dear Missouri River Stakeholder:

It has been quite a while since we last met back in 2010, but with the floods of 2011, those events and their aftermath required everyone's utmost attention. Now that we have had some time to catch our breath – so to speak, I believe it's time to once again convene a meeting of the Missouri River Stakeholder Group.

The meeting will be held from **1:00-3:00 P.M. (CDT), July 10**, in the basement conference room of the State [Water Commission] Office Building in Bismarck.

The purpose of the meeting will be to: 1) discuss the future of the Missouri River Stakeholder Group – including coordination efforts, overall interest, structure, and membership; 2) discuss the role of the Missouri River Stakeholder Group and/or subgroups; and 3) bring forth pertinent Missouri River issues of interest that should be of primary focus for the group.

As you all know, there are many challenges facing North Dakota's Missouri River basin – including some beyond our borders. With your help and participation, I'm hopeful that we can expect to gain far more by keeping all stakeholders informed and involved in Missouri River management issues. And, I believe this group provides a tremendous opportunity to advance the interests and values of North Dakota's Missouri River stakeholders.

We look forward to seeing you or your designated representative at the July 10, 2012, meeting in Bismarck.

Sincerely,

A handwritten signature in black ink that reads "Todd Sando". The signature is fluid and cursive, with a long horizontal stroke at the end.

Todd Sando, P.E.
Chief Engineer and Secretary

TS:PMF:dp/1396

DRAFT AGENDA

**MISSOURI RIVER
STAKEHOLDER GROUP MEETING**

1:00-3:00 PM (CDT), July 10, 2012

**ND State Water Commission Lower Level Conference Room
900 East Boulevard Ave, Bismarck, ND**

1. Call to order and introductions
2. Where we left off at the last meeting...
 - a. Why the group was brought together in 2010
 - b. What has changed since then?
3. Future of the Missouri River Stakeholder Group
 - a. Coordination efforts
 - i. Create a locally driven process via stakeholders
 - b. Interest in a more formalized stakeholder group
 - i. Vision and mission
 - ii. Membership and structure
4. Issues of interest to focus attention and ongoing efforts
 - a. Short term
 - b. Long term
 - c. Action items and assignments
5. Next meeting

Soil Health Garden Tour



DATE: Wednesday, July 25, 2012

TIME: 6:00 p.m.

Evening Meal: 8:00 p.m.

MEETING LOCATION: The Menoken Farm

Take the I-94 Menoken Exit

Go 1 mile south to Highway 10

Go 1 mile east to St Hildegards Church

Go 0.5 mile south

Topics:

SOIL DEMONSTRATION -

Slake Test

Infiltration- Rainfall Simulator

COMPOST -

Making Compost

Applying Compost Tea

PLANT DIVERSITY -

Cover Crops for the Garden

Mulch Planted Potatoes

Combination Plants

Pollinators



Mulch planted potatoes
with pea & flax.

Corn and pole beans
growing together.



The garden is a cooperative effort supporting:
The Hunger Free North Dakota Garden Project
& USDA's People's Garden Initiative.

An invitation to attend the tour is extended to all gardeners.

Please notify the office at 250-4518 ext. 3, by July 20th with the number
attending so appropriate plans can be made.

The Soil Health Garden Tour is sponsored by the Burleigh County Soil
Conservation District and the Natural Resources Conservation Service,
Bismarck, ND.

Burleigh County Soil Conservation District Supervisors:

Glenn Bauer – Linn Berg – Gabe Brown – Marlyn Richter – Troy Vollmer