



**BURLEIGH COUNTY WATER RESOURCE DISTRICT AGENDA**

**Tuesday, August 20, 2013 – 8:00 a.m.**

**Tom Baker Meeting Room**

8:00 a.m. - Call to Order

- 1. Roll Call (Fleck, Royse, Backstrand, Weixel, Jones)
- 2. **Approval of Minutes of (7-9-13) ..... 1-11**  
**Approval of Minutes of (7-24-13) .....12-16**
- 3. Financial Reports
  - End of July Financial Data .....17-18
  - **Proposed 2014 Budget .....19-23**
  - Treasurer Transition (2014)
- 4. **Approval of Bills Totaling \$147,975.82 (detail starts on Page 215).....24**
- 5. McDowell Dam Recreation Area Updates
  - McDowell Dam Expenses (Forrest/Greg) .....25
  - Bob Cat Warranty Survey.....26-27
  - NRCS Report on McDowell Dam (Gordon) - Update on requested repairs (verbal report)
  - Update on Building Project (Forrest)
  - Water Permit Applications (Cary)
  - Land Lease.....28
- 6. Drainage Complaints
  - Eldin Spier/UTTC – Update letter to Eldin Spier .....29
  - Emery/Koppang – Contractor Update and Legal Status .....30-53
  - Mark Swenson – U Mary jurisdictional issue (Cary/Michael) – Memorandum Pending
  - **Country Creek Third Addition – Survey completed/analysis pending**
  - Prairie Wood Subdivision – South of Lincoln – letter dismissing complaint .....54-55
  - Kevin Forde: Informational letter (Michael) .....56-57
  - 8736 Mirage Place (Shari Ell) – Site review (Michael) (Verbal Report)
  - Justin Bubach: Rock Creek Subdivision
  - **New complaint/request forms (Michael & Cary) .....58-65**
- 7. Missouri River Flood Hazard Mitigation Studies (Michael)
  - **Missouri River Correctional Center FHMP #23 – Assessment District Memo (Craig) .....66-76**
  - Sibley Area FHMP #26, #27 & #30 – no update
  - Sandy River Drive
- 8. Comments and Discussion from Public
- 9. Break
- 10. Fox Island Flood Control Project (FM #19 & #21) (Michael)
  - Township Roadway Cost Share Alternative - to Marcus.....77-85
  - Next Steps as noted in Memorandum – **Request to Lincoln Township**
- 11. Hogue Island Flood Control Project (FM #39)
  - Public Auction Results .....86-130
  - Insurance -- structures ..... 131-148
  - Cleanup Plans (under \$100,000) combine with Demolition Plans – Ready to advertise
    - Bank Stabilization Plans
    - SWC Cost Share
    - Sovereign Lands and COE Permit Applications
  - Levee Project Development (on hold)

12. Burnt Creek Flood Control Repair Project (FM #7) – Update	
• SWC Cost Share Request – Approved awaiting agreement	
• <b>Special Assessment District Memorandum (Dave and Michael)</b>	
• <b>County Commission Action Required .....</b>	<b>149-162</b>
• Bismarck Park District Easements – Meeting Summary	
• Construction 2014 – Contractor availability and costs	
13. Sunny View Flood Control Project (Michael)	
• Richter Meeting – Letter Summary (Pending) (verbal update)	
14. Apple Valley Cooperative Lagoon Project (Travis) – Contract Extension & Update	
• <b>Pay Request #1 (under bills)</b>	
• Extension and Change Order .....	163-176
• Special Assessment District – Meeting with County Auditor .....	177
• <b>Notice to County Auditor – August 20, 2013</b>	
• Final Certified Costs – November 1, 2013 for Tax Statements	
• Draw on project loan account – on completion	
15. Missouri River Snagging and Clearing (Michael – Larry Kramka)	
• Update on permit review status – <b>Proceed with application development.....</b>	<b>178-188</b>
16. Other Old Business	
• County Planning Meeting Coordination with Marcus Hall (Michael) (verbal update)	
• Records Retention Policy update – (Pending - Records Review).....	189-191
• Apple Creek Industrial Park – Flood Control Levee .....	192-194
○ SA #22 – Pending Petition and Bond .....	195-198
○ SWC funding request submitted.....	199
• Paperless Initiative – tablets (Garrison tablets – type to purchase).....	200-201
17. New Business	
• <b>Website Maintenance and Support Agreement.....</b>	<b>202</b>
• <b>Payroll/quarterly reports liabilities (electronic filing approval).....</b>	<b>203</b>
• <b>Application to Register for Income Tax Withholding (needs signature).....</b>	<b>204-205</b>
18. Correspondence or Document Information	
• Certificate of Premium W Comp .....	206
• Pledged Securities .....	207-210
• ND Department of Health check received for Hay Creek Sediment geomorphic Assessment.....	211-212
• Permit No. ND2013-14853 South Bay .....	213-214
• City Final Plats – emailed	
○ Alexander Subdivision	
○ Koosman Addition	
• City Recorded Final Plat	
○ Century Centennial Addition	
○ North Hills 17 <sup>th</sup> Addition	
○ Geloff Estates	
• City Preliminary Plats – emailed	
○ East Divide Industrial Park Addition	
○ Oakland Subdivision	
• City Minor Subdivision Final Plat	
○ Edgewood Village 2 <sup>nd</sup> Addition Replat	
• Resubmitted City Plat	
○ Fazakes Subdivision	
• Annexations/Street Names – emailed	
○ Lot 14 – KMK Estates 2 <sup>nd</sup> Subdivision	
• Storm Water Management Plans- Preliminary, Revised & Final– emailed	
○ Oakland Subdivision	

- 19. Detailed Bills.....215
- 20. Next Meeting: September 10<sup>th</sup>, 2013
- 21. Adjourn

**Note: Bold Items Require Board Action**



## BURLEIGH COUNTY WATER RESOURCE DISTRICT MINUTES

Tuesday, July 9, 2013

Tom Baker Meeting Room – City/County Building

**Present:** Terry Fleck, Gordon Weixel, Kathleen Jones, Ken Royse, Cary Backstrand, Dave Bliss, Bliss & Stebbins Law Firm; Michael Gunsch, Houston Engineering, Inc.; Commissioner Doug Schonert, Burleigh County Commissioner; and Mona Livdahl, Personalized Management Services.

**Call to order:** Chairman Fleck called to order at 8:02 a.m. noting a quorum was present.

**Approval of Minutes 6-11-13:** Kathleen moved to approve the 6-11-13 minutes, Gordon seconded. Motion Carried.

**Approval of Burnt Creek Special Meeting Minutes 6-26-13:** Cary moved to approve the 6-26-13 minutes, Kathleen seconded. Motion Carried.

**Financial Reports:** Ken reviewed the report noting in July we will be receiving a notice from the County to prepare a budget for 2014. Ken noted he has worked with Michael Gunsch in past years on the budget process and noted this year we made a change in accounting procedures.

**Approval of Bills:** Gordon moved to approve the bills totaling \$65,582.01, Kathleen seconded. Motion Carried.

### **McDowell Dam Recreation Area Update:**

**Expenses:** Greg Smith was present and noted they are in the process of preparing their budget. Michael asked if Greg and Forrest could go out to Hogue Island as there is a dock and a few items remaining on the property to see if anything could be used at McDowell Dam. Michael asked Greg to let Gordon know what, if any, items they are taking.

**NRCS Report:** Gordon reviewed the NRCS Report and noted there are a few things to address which are more or less maintenance items. Michael noted seepage is down from past years, which is good to see.

**Update on Building Project:** Greg noted he was out yesterday to McDowell Dam, new the structure has not been completed in part due to the hot weather, as well as an increase in activity at the park. The Dock Dogs event was held out there and televised; the Spaniel Club will be out there also. Chairman Fleck asked Greg to bring pictures when the building is completed.

**Water Permit:** Gordon and Cary met with Todd Sando and requested an update on the permit, have not received anything back yet.

**NRCS Dam Watch® Monitoring:** Informational only, the information has been sent to the NRCS.





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### Drainage Complaints:

**Eldin Spier:** Cary noted no change on this complaint. Cary spoke with Grant Levi, NDDOT District Engineer and Curt Hoff noting that South of UTTC there is a culvert where eventually the water is suppose to go, nothing it is there, just not usable. At this time we have not heard back on any response to the City's letter.

**Emery/Koppang:** The certified letter went out to the Emery's letting them know the BCWRD will reconstruct the watercourse. The area soils are wet and we need to wait until it dries out. Hopefully within the next month we will have a contractor identified, and then we will work with Dave Bliss to assist in getting us on the property with the Emery's. Michael noted we have a cost to date breakdown for engineering, and going forward there will be additional costs.

Dave updated noting that Judge Tom Schneider had been assigned to the case and recused himself, Judge Sonna Anderson is now assigned. Dave noted Judge Anderson recently submitted a court order reiterating the responsibilities of the parties. Now that the judge made an initial ruling reiterating that they need to pay court costs, Dave felt he may now bring the motion to dismiss. Cary questioned if this needs to be dismissed prior to the court order, Dave noted no, we can proceed with the project. Mr. Koppang is still willing to let us go on his property. Dave felt moving forward to dismiss the Emery's case would be the way to go right now. Chairman Fleck also asked Dave to work on the assignment of the expenses. Dave noted the Board has the authority to assess it to the tax rolls of the landowner as well as the project expenses. Ken asked if costs includes legal fees, Dave noted they do not but he will check with Sean Fredericks to see if we are able to include legal fees, engineering fees are definitely covered. Chairman Fleck asked Dave to check on this first before assigning the project. Michael noted that in order to be on this year's tax roll, it has to be to Kevin Glatt by October 1<sup>st</sup>. Dave will verify with Kevin first – then the Board can pursue this timeline.

**Mark Swenson - U of Mary:** Cary has checked with the Highway Department and noted they have a partial solution which would divert some of the drainage to the east under the highway. The concern is that there is a housing development east along the where the water will go. Cary told the Highway Department we would take a look at this route. Michael assigned Craig O. to take a look at it in the field. Cary noted the water would follow a natural watercourse but it would swing in toward a few of the residential yards in that area. The Highway Department is holding off pending our decision as to this matter. Michael noted it will be done by the next meeting, we have topography just need a field review, then will prepare a memorandum or recommendation for the City and NDDOT. Cary will sit down with the University of Mary's representative and possibly the engineering firm which is Swenson & Hagen. Noted the Unviersity of Mary is going through the Master Plan and this is just a portion of that plan.



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**Country Creek 3<sup>rd</sup>:** Michael reviewed noting at the last meeting there was discussion on the recurring flood problems in this area and Marcus Hall, County Engineer had request the Board to look at it. We are taking a look at the drainage currently as well as the proposed Country Ridge 1<sup>st</sup> and 2<sup>nd</sup> subdivision. There is ongoing construction and the berm had been breached, however Mr. Goldamer with Red Door Homes has repaired it. Michael reviewed the drainage maps for this area. A diversion channel was constructed along established easements. Michael noted his recommendation is to remodel (hydrology) the entire watershed and split flows to take some down Shoal Drive as well as lowering the culverts on Runnel Road. Michael's recommendation is to analyze the conveyance features and bring recommendations back to Marcus as well as Mr. Goldamer. The issue then is who implements the recommendations. The other component is that the natural drainages cross several neighbors' septic systems. They are looking to divert these flows to take it south to the drainage ditch - more evaluation needs to be done in this area. Mr. Jerry Wurtz was present, he stated that the snow fills up the diversion channel area, then water does not run through and it is very flat in the easement area. Mr. Steve Mariner was present and noted the drainage channel was a compromise between two engineering firms. Mr. Mariner also felt that there should be an established elevation for finished floors in subdivisions to avoid flood issues. Michael noted the flood elevations are typically in the SWMP, but what needs to be done is to create subdivision based floodplain map. Ken questioned if this was more of a maintenance problem and if the channel was cleaned or a compliance issue. Michael noted we do not have a clear answer at this point and it needs further study. Michael proposed the WRD initiate a review to see where the flows should go, as well as an evaluation to see if the channel was constructed properly. Ken questioned a cost at this point and asked if we want to take this on or who should pay for this. Marcus noted we could create floodplain maps but currently no ordinance is in place to enforce this. It is not a rule, which means we can't enforce it. Michael noted currently it is in the floodplain ordinance to determine elevations, but can't be implemented at this point. Chairman Fleck noted the BCWRD can review the SWMP but have no enforcement authority. **Cary moved that we have our engineer conduct this study and develop costs. Kathleen seconded.** Michael noted he has visited with Swenson Hagen and they have agreed to share background information and their models to save costs. Cary suggested Michael develop a Work Order with a cost estimate to complete the study. Ken questioned if the purpose of the study was to find problems or was the intent to find solutions to those problems. Cary felt that we need to identify the problem and then provide specific solutions. Ken stated that if we have a diversion ditch that was certified to the 100 year flood, then if the ditch is properly maintained and the ditch is built in compliance with the plan, and then questioned if it is a maintenance issue. Michael noted one question is a compliance issue if it was built in accordance with the plan and the second if you open the culvert on 66<sup>th</sup> Street will it work as it should. Brett Mitchell was present and owns property to the east and feels he gets the majority of the water from the north and east.



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If the plate is removed from the culvert on 66<sup>th</sup> Street and his concern is that if they open the culvert it will add more water to the situation. He questioned if the plate was part of the entire plan. Michael noted it was added to address the current concerns. Mr. Mitchell asked who is responsible for taking care of the easement, or diversion ditch. Cary noted the landowners benefit and felt the development of an HOA (Home Owners Association) in this area would be the way to go to make sure it is maintained. **Motion carried.**

Ken noted that the problem is a certain category problem, which we are seeing more and more of which is that plans are developed and not implemented are causing problems to subsequent landowners. Ken felt that we should consider taking this issue to the Planning and Zoning questioning if we are missing a link, which is the implementation and maintenance part of the projects with developments and have a designated entity to review once constructed. **Ken moved that we take this problem and explain this problem and the representative problems we are seeing as a board to the County Zoning Commission to see what can be done to get this process resolved, Cary seconded the motion.** Marcus informed the BCWRD that the County Commission made the decision to sever ties with the City on staffing the planning and zoning. The County is establishing their own planning department, and is working on developing procedures. One step in this process is to review current ordinances, including storm water management. Another step being looked at is creating development permit and the steps brought up today are to be reviewed and they are planned to be available by January. Marcus noted his intention of developing these ordinances is to involve Michael either as a consultant or as involving the Water Resource Board in the process. Marcus noted they will speak to the developers and consultants as to how to do this process. Marcus felt that we let this rest and or tweak the motion at this time that Michael will work with the Highway Department in developing and addressing this ordinance. **Ken modified his motion to reflect that Michael be authorized to work with Marcus to developing revised ordinances. Cary seconded. Motion Carried.**

*Break at 9:25 a.m. called back to order at 9:40 a.m.*

**Murphy, Berger, Steier & Wurtz Complaint:** Consensus to table the complaints for now and revisit after Michael has completed his review of these areas.

**Prairie Wood Subdivision (Thomas Murphy & Justin Berger):** Noted that Mr. Murphy's trees died but they were planted in the storm water easement area that holds water. Therefore, from a jurisdictional question this is their issue, not a SWMP compliance issue. Michael's recommendation is to prepare a letter noting it is within the easement, and if they have an issue to be fixed they can apply to the City of Lincoln to revise the SWMP.



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The issue needs to be taken up with the City of Lincoln. **Cary moved that we dismiss both complaints and Michael draft a letter explaining those reasoning's. Kathleen seconded. Motion carried.**

**Sherry Ell:** Cary noted he has not been out to take a look at it and will contact her and provide a complaint form to be filled out.

Michael, Cary and Dave need to revisit the complaint forms used by the Board to see that they meet the criteria for which they are used. We have four distinct types of complaints that we deal with and need to have the forms based on these issues so the Board can have accurate forms for each issue. Dave noted that when a resident comes in and/or files a complaint we have the formality of the issue - the Board should send a letter stating that we formalize the complaint noting that we received the complaint and there should be a notice of decision and order for each, that way they can appeal the Board's decision if they are not satisfied.

**3421 Bottom Road - Kevin Forde:** Michael noted he recommends that we dismiss the complaint and request that he take up his question with the County Highway Department. **Cary noted this area was inspected and moved that we have our engineer send a letter to Mr. Forde letting him know our findings; if he disagrees he can file a formal complaint. Gordon seconded. Motion Carried.**

### Comments and Discussion from the Public: start at 10:55 on recording

**Apple Creek Industrial Park:** Michael reviewed the initial scope and budget for the evaluation of the Apple Creek Industrial Park levee which was also provided to Art and Steve Mariner for the accreditation of the levee. Braun Intertec provided a quote for geotechnical work on the levee so the Board can move forward on this project to reaccredit the levee, if it so chooses. To complete the evaluation to a point where a CLOMR could be submitted will cost approximately \$130,000. There are a lot of technical issues needing to be resolved. The WRD at the last meeting discussed establishing a project should the landowners want to move forward. The issue before the Board is how to proceed on the feasibility study. Cary felt that it is a lot of money to recertify a dike that we are not sure FEMA will accept or the landowners will approve an assessment district for. Michael noted the issue is what needs to be done to recertify the levee. At this time we are unsure if we need to tear it down and start over or just rebuild the existing levee.

Dave questioned the number of landowners involved and if we have a sense as to how many want to participate in a bond to shoulder the cost - also the second issue is it jurisdictional, if the City is involved and if the landowners want to move forward. Michael noted the levee is located in the City's ETA and they cannot create an assessment district.



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The recently completed SWMP was created for the interior lots protected by the levee, not the recertification of the levee. If the landowners want to set up a special assessment district, they could petition the BCWRD to establish the project. Roughly 70 to 75 property landowners being involved would be preferable.

Chairman Fleck suggested that we invite all the landowners to a meeting explain their financial obligations, the petition, the process, etc. and where we are at in the feasibility study; then it is up to the landowners to come back to the Board with their decision.

Several questioned if we need the topographic survey prior to finding out the results of the soil borings. The question was posed if the landowners wanted to complete soil borings for around \$35,000. The SWC does have cost share funds that could potentially be obtained for this project. Noted the Board needed to look at a payment surety for the study - either bond or cash. Ken felt that we should ask the landowners on how to proceed and felt that Dave and Michael could assist with it. One vote is required for every dollar of assessment and a simple majority of 50%+ of the votes is required to move forward. Ken noted it is premature to set up an assessment district, but we can agree to accommodate the study providing the landowners come back to us with a petition. If we develop a petition and it addresses the three phases, then the landowners can monitor stages completion versus the whole project. Once we get phasing, the next step is to hold the kick off meeting to have all landowners involved. Dave asked if the soil determination is based on the project and questioned if we even set up an assessment district for this amount. Michael noted we can bond for the whole amount of the project and if it stops at \$30,000 that is it – the Board won't get billed for work not completed. **Ken moved that the landowners petition the BCWRD to proceed with an incremental phased project development and the landowners bond for the full amount of \$130,000 as well as the BCWRD hold progress meetings to keep the Board and landowners informed. Cary seconded. A roll call vote was taken:**

<b>Gordon:</b>	<b>Yes</b>
<b>Cary:</b>	<b>Yes</b>
<b>Kathleen:</b>	<b>Yes</b>
<b>Ken:</b>	<b>Yes</b>
<b>Chairman Fleck:</b>	<b>Yes</b>
<b>Motion carried.</b>	

Michael asked if a timing perspective if they provide the Bond but not the petition if we could proceed. Dave felt that he would not want a bond before a petition, if timing is an issue, we can call a special meeting.



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Michael will work with Craig on developing the petition and provide to the Mariners to pass around. Cary questioned having the study funded by the State Water Commission; Michael will visit with Craig Odenbach on this and a possible request.

### Missouri River Flood Hazard Mitigation Studies:

**Missouri River Correctional Center:** Craig is working on modified assessment district numbers, which was the next step in the process following the public informational meeting.

**Sibley Drive Area:** On hold.

**Sandy River Drive:** Public information meeting was held May 29<sup>th</sup>, background information was sent to Brad Ballweber and Dave Pierce, Township official.

### Fox Island Flood Control:

**Township Roadway Cost Share Option:** Michael noted a memo was drafted and almost completed. He has spoken to Marcus Hall, Burleigh County Engineer regarding the township's participation in the project. We are looking at rather than the township building the whole roadway they participate in the larger project and contribute the costs for the grade raise and paving to reduce assessment costs to the residents.

### Hogue Island:

**Letter to SWC:** Monies have been received from the State Water Commission.

**Property Acquisitions:** Dave reported that all four properties are now the ownership of the BCWRD. Dave noted there was a defect in each of the title closing but none of which were fatal.

**Liability Insurance:** Dave noted currently we are covered on liability insurance. The second issue is structural insurance we received a quote from Steve Bain which was close to \$10,000. Dave has requested Mr. Bain to check with other companies to see if they can reduce the amounts. Questioned if it could go through the State Insurance Fund - Dave will check on this. Chairman Fleck thanked Dave for the work he has done on this project and keeping the board informed.

**Security Fence and signage:** The security fence will go up later this week, no trespassing signage has been ordered.



**BURLEIGH COUNTY WATER RESOURCE DISTRICT MINUTES**

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**Plans and advertising for cleanup:** Site cleanup plans are roughly completed. An advertisement could go in the paper after the auction process on July 24<sup>th</sup>. Buyers for the structures will need to provide their \$5,000 down payment. Noted the Board will notice the meeting on the 24<sup>th</sup> specifically for the purpose of accepting bids, any board member who cannot attend can conference call in.

**Bank Stabilization update:** Plans are nearly completed; cost share request is to be submitted.

**Levee Project Development is on hold.**

**Open House:** Kathleen will be on site July 18<sup>th</sup> from 1:30 to 4 p.m. Noted we will provide a handout for the available home movers. The structures must be off premise by September 15<sup>th</sup>.

*Break at 11 a.m. to 11:10 a.m.*

**Burnt Creek Flood Control Project:**

**SWC Cost Share:** Cost share has been approved.

**Park District:** Michael noted he has requested a meeting with Randy Bina, Bismarck Parks and Recreation District noting they are open to an easement to complete the project. The plan sets for maintenance improvements less the cattails are ready to go.

**Assessment District:** Craig Odenbach, HEI provided documentation for the establishment of an assessment district to finance maintenance of the Burnt Creek Floodway Projects. The statute has changed to now require that a public hearing be held, in addition to obtaining a 2/3 approval of both the BCWRD and County Commission. Questions remaining to be answered include whether or not the assessments need to be approved by the WRD and the County Commission on an annual basis, if multiple years are required to finance the repairs and whether or not interest charges could be included in the assessments. Discussion was held on whether the special assessments should be yearly or continual. **Kathleen moved to move forward on the Burnt Creek Floodway Assessment Project and have Dave Bliss and Michael Gunsch work on the details, Cary seconded.** Questioned if we put those funds in a separate fund, logistically the assessment district could be established, once it is established we would start an account with a zero balance. Once the project work is completed it would be at a negative balance until the funds are received.

- Gordon:** Yes
- Cary:** Yes
- Kathleen:** Yes
- Ken:** Yes
- Chairman Fleck:** Yes
- Motion carried.**



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### Sunnyview Flood Control Project:

**Richter's:** Michael noted that a meeting was held with Casey Chapman and the Richter's and felt it went relatively well. Michael will do a follow up and see what their consensus is.

**Apple Valley Cooperative:** An extension (45 days) has been provided to the contractor due to previous weather and site conditions.

### Missouri River Snagging and Clearing:

**Field Review:** An onsite tour was done May 4<sup>th</sup> to review the Missouri River debris. Kathleen attended the tour and noted the river has cleared itself in spots in and in other areas it is problematic. The field review went well, discussed what to discuss in the permit and what not to discuss noting citizen safety is top concern in the event of an ice jam. Two big concerns if you take one log out you need to take them all out and if you pull something out from below what does it do to downstream - no one knew the answer.

### Old Business:

**EJCDC:** Ready to go, Dave has commented on it, will clear up the issues and prepare for signature - consensus noted.

**Record Retention:** pending

**South 12<sup>th</sup> Street:** Michael noted he spoke with Keith Demke – no formal meeting has been set up yet, this will be delayed until fall.

**Paperless Initiative:** Ken noted that Garrison Diversion did an analysis of the various tablets which he could share with the board. **Kathleen moved to proceed with the tablets, Gordon seconded.** Ken will scan and email the information he was provided on the tablets, we can decide at the next meeting which type to go with. A roll call vote was taken:

<b>Gordon:</b>	<b>Yes</b>
<b>Cary:</b>	<b>Yes</b>
<b>Kathleen:</b>	<b>Yes</b>
<b>Ken:</b>	<b>Yes</b>
<b>Chairman Fleck:</b>	<b>Yes</b>
<b>Motion carried.</b>	

**Security Pledge:** American Bank Center - Ken discussed the assets and deposits noting they are beyond the FDIC limits which is the purpose of the Security Pledge. Consensus to have Ken sign.





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**Job Service of ND:** Provided as informational only. Questions were raised as to why a Water Resource District board needs to have this coverage. Dave will check with other boards. Cary also noted he will bring this up with other managers at the WRD meeting in Dickinson.

**Hogue Island Insurance:** Dave discussed structural insurance - the Fire and Tornado fund will cover, there is a separate premium and should cost approximately \$800 per home. Questioned that we own it but does Jerry Roger has and holds his own insurance for now. Dave will check on Jerry's insurance status. **Kathleen moved to approve the insurance at the rate of \$800 to \$900 per home and any board member who is in town can sign the documentation. Cary seconded. Motion carried.**

### Correspondence or Document Information:

**Hay Creek Industrial:** Michael reviewed noting there has been discussion on the Master Plan and needs to visit with Linda Oster on this.

**Terry Heck dump correspondence:** Informational no action taken.

**Dam Owner/Operator seminar:** Informational only.

**Ring dike:** No comments needed.

**City Plats, etc:** Noted the BCWRD only gets involved if Marcus asks us to look at them.

**SWMP:** At one point there was discussion of a joint powers agreement, but it fell through before the 2011 flood event. The City SWMP is under planning and zoning, they review and approve the SWMP within the ET zoning. Marcus is consulted and he can't effectively veto by not granting his approval, but there is no county enforcement provision outside the ET.

**Next Meeting:** Chairman Fleck will be unavailable August 13<sup>th</sup> consensus to change the meeting to August 20<sup>th</sup>.

With no further business, the meeting adjourned at 12 Noon.

*Mona Livdahl*

Mona Livdahl,  
BCWRD Secretary

# Burleigh County Water Resource District Meeting

Members of the Public in Attendance Date: July 9<sup>th</sup>

NAME - PLEASE PRINT	ADDRESS/COMPANY REPRESENTING
Serry Wurtz	5925 Shoal Dr. Bismarck
Steve Mariner	1771 West County Drive, Bismarck ND 58504 Mariner Properties <del>Mariner Construction Inc.</del>
Art Mariner	Mariner Const B'g N.D. 58504
Steve Mariner	1771 West County Drive, Bismarck, ND 58504 Concrete Services, Mariner Construction Inc. <del>Mariner Properties</del>
Dwight Wrayham	SELF 301525 SE BIS. ND 58501
Greg Smith	Bismarck Parks & Rec.
Brett Mitchell	6125 Shoal Drive Bismarck
Arthur Gilman	Village Homes - 6023 16109 Street
Brad Steier	6007 Shoal Drive B'g 58503
MARK SWENSON	6550 University Dr. Bis. 58504



**BURLEIGH COUNTY WATER RESOURCE DISTRICT SPECIAL MEETING MINUTES**

**Wednesday, July 24, 2013**

**Tom Baker Meeting Room – City/County Building**

**Present:** Terry Fleck (via phone), Kathleen Jones, Ken Royse, Cary Backstrand, Dave Bliss, Bliss & Stebbins Law Firm; Michael Gunsch, Houston Engineering, Inc.; and Mona Livdahl, Personalized Management Services.

**Absent:** Ken Royse and Gordon Weixel

Vice Chair Backstrand called the meeting to order at 10:05 a.m. noting a quorum was present.

**Hogue Island Flood Control:**

**Terms and conditions:** Kathleen reviewed the date changes on the Hogue Auction Terms and Conditions. Page 2 subsection 6 changed date from September 15 to October 15. Page 2 subsection 7, numbers 1) and 2) change dates from September 15 to October 15; Page 3 subsection 9 change both dates from September 15 to October 15; Page 4 subsection 10 change date from September 15 to October 15; page 4 subsection 10 change date from September 15 to October 15; page 5 subsection 10 under "If the Buyer is relocating the structure(s)" first date change is from September 30 to October 30, roll off dumpsters removal date from September 15 to October 15; Page 7 subsection 12 xii, change both dates from September 15 to October 15; page 8 subsection 13 change date from July 15 to August 15. Change dated date from 9<sup>th</sup> of July to 24<sup>th</sup> of July. **Kathleen moved to accept the changes as indicated, Terry seconded.**

**Kathleen Jones: Yes**

**Terry Fleck: Yes**

**Cary Backstrand: Yes**

**Motion Carried.**

**Public Auction:** Dave Bliss noted that we have received 9 bids read the properties that the bids were received for. Dave Bliss opened the bids and read them.

Clint Feland Property #2 (Rogers Residence):	\$10,000	removal
Clint Feland Property #3 (Rogers Shop):	\$ 5,000	removal
Clint Feland Property #4 (Boll Residence):	\$10,000	removal
Clint Feland Property #5 (Boll Garage):	\$ 1.00	removal
Stacy Tschider Property #3 (Rogers Shop):	\$ 7,700	removal
Stacy Tschider Property #1 (Bernard Residence):	\$24,500	removal

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**BURLEIGH COUNTY WATER RESOURCE DISTRICT SPECIAL MEETING MINUTES**

**Wednesday, July 24, 2013**

**Tom Baker Meeting Room – City/County Building**

Jeffrey Jonson Property #3 (Rogers Shop):	\$ 8,000	removal
Jeffrey Jonson Property #1 (Bernard Residence):	\$24,000	removal
Jeffrey Jonson Property # 2 (Rogers Residence):	\$10,000	removal

One bid was received on **Property #4** and one bid on **Property #5**. Since we have one bid on each, **Kathleen moved to accept the bids received on Property #4 (Boll Residence) and Property #5 (Boll Garage). Terry seconded. Motion carried.**

**Property #1 (Bernard Residence):** Two bidders bid on Property #1. Vice Chair Backstrand asked for either interested party to increase their bid. With no further bids received, **Kathleen moved to accept Mr. Stacy Tschider’s bid of \$24,500 for Property #1 known as the Bernard residence, Terry seconded. Motion carried.**

**Property #2 (Rogers Residence):** Two bidders bid on Property #2. The high bid was Mr. Clint Feland at \$11,000. **Kathleen moved to accept Mr. Clint Feland’s bid of \$11,000 for Property #2 known as the Rogers’ residence. Terry seconded. Motion carried.**

**Property #3 (Rogers Shop):** Three bidders placed bids on Rogers shop. The high bid was Mr. Clint Feland at \$12,000. **Kathleen moved to accept Mr. Clint Feland’s bid of \$12,000 on Property #3 known as Rogers shop. Terry seconded. Motion carried.**

Noted there is also a \$5,000 deposit per property needed today. Mr. Tschider asked if a bill of sale was to be done and when closing will take place. Dave Bliss noted he will do a bill of sale once the \$5,000 is brought in noting we will also need proof of insurance on the properties. Insurance is liability only and in the amount of one million. The security deposit was received from Mr. Feland for \$20,000 and we will be receiving Mr. Tschider’s later today.

**Clean up plans:** Michael reviewed the cleanup plans, noting we do have the plan just needed to know today what was happening in respect to the properties involved to coordinate with the purchasers. As the cleanup project costs will be under \$100,000 there will not need a formal bidding process, we will just request quotes. Following the cleanup we will coordinate with the successful bidders as to when the structures are to be removed. Based on removal, terms and conditions if the structure is not removed in the time frame provided, the WRD has the right to demolish and destroy that structure.

**Bank Stabilization:** This will be a separate plan set. Because this property is now owned by the WRD, there is potential for 60% cost share from the State Water Commission. A request will be submit to the SWC as soon as it is ready. There is also a requirement for a Section 404 permit from the COE and a Sovereign Lands Permit from the ND State Engineer.

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## BURLEIGH COUNTY WATER RESOURCE DISTRICT SPECIAL MEETING MINUTES

Wednesday, July 24, 2013

Tom Baker Meeting Room – City/County Building

### Apple Valley Cooperative Lagoon Project:

Michael reviewed noting the project is moving forward, and there have been issues with groundwater seepage into the lagoon. The Contractor will be dewatering an adjacent wetland to rectify this issue, so there is a change in condition and costs. The Contractor is currently talking an August 19<sup>th</sup> substantial completion date with full completion on September 1<sup>st</sup>, at which time another extension may be required based on site conditions.

### Apple Creek Industrial Park Levee:

Michael reviewed the petition draft noting once the petition and bond is returned the BCWRD can establish the project. One item noted was a letter to the SWC regarding cost share eligibility for the feasibility study. Michael noted he will share the petition with the landowners, which includes a draft of the phasing; then it will be in the landowners hand to obtain the signatures and the bond. The next meeting is August 20<sup>th</sup>; if it were to come back sooner the Board could consider a special meeting.

### City of Bismarck SWMP reviews:

Michael briefed the Board on this issue. The WRD has participated on SWMP reviews. The current status is that if Marcus request additional assistance, he will inquire with the WRD. The City of Bismarck recently lost the staff person who was conducting the SWMP review. The have since elected to go out on RFP for consultants complete these reviews for the next 30 to 90 days, possibly longer, based on staffing. If the Board is willing to make an offer to the City to use their technical resources the thought is that the WRD on behalf of the County does them on request. It may be advantageous to have the WRD complete reviews for those sites located in the ETA and rural areas. The option also exists for the WRD to use Apex Engineering for those located within the city if the City were interested in doing this. Mel wants to have an answer in place for the City Commission prior to their next meeting. **Kathleen moved that we proceed and investigate and make the offer to the City and County, as the WRD, if they so desire our help. Terry seconded.** Terry noted it is important that Michael first have a discussion with Mel that he is aware, comfortable and inviting to this relationship. Terry also noted if they do want our help, we will need a new work order to address these services. It was noted that the Board went the engineering selection review a while back and Apex was one of our contacts. Michael noted the offer will be taken to Mel, who would determine where it fits with their needs, noting the offer to proceed has advantages to the Board and the City. It was noted it is short term, however it may end up long term due to staffing issues, etc.



**BURLEIGH COUNTY WATER RESOURCE DISTRICT SPECIAL MEETING MINUTES**

**Wednesday, July 24, 2013**

**Tom Baker Meeting Room – City/County Building**

Michael noted the Board would likely invoice the City directly for the financial end of doing the reviews, as it is a City obligation, so this would be a pass through cost for the Board. Michael noted he has visited with Apex and they are open to the opportunity. Kathleen questioned Marcus asking if the county engineering department would then be responsible for enforcing - Marcus noted that no change would be in the enforcement basically just jurisdictional. **Motion carried.**

Terry thanked Dave, Michael and Mona for their work on the Hogue Island project.

With no further business, the meeting adjourned at 10:50 a.m.

*Mona Livdahl*

Mona Livdahl,  
BCWRD Secretary



**Burleigh County Water Resource District (BCWRD)**  
**Profit & Loss Budget vs. Actual**  
 January through July 2013

	<u>Jan - Jul 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Income</b>				
31110 · Real Estate Tax	565,546.51	583,100.00	-17,553.49	96.99%
31810 · In Lieu of Tax	3,715.04	3,200.00	515.04	116.1%
33610 · State Aid Distribution	17,002.82	72,300.00	-55,297.18	23.52%
33620 · Homestead Credit	0.00	4,400.00	-4,400.00	0.0%
33810 · Reimbursements	1,016,696.00	5,604,073.00	-4,587,377.00	18.14%
34220 · Operating Grants	8,505.00	9,000.00	-495.00	94.5%
36110 · Interest	20.50	1,000.00	-979.50	2.05%
36910 · Misc Revenue	0.00	6,000.00	-6,000.00	0.0%
<b>Total Income</b>	<u>1,611,485.87</u>	<u>6,283,073.00</u>	<u>-4,671,587.13</u>	<u>25.65%</u>
<b>Expense</b>				
111 · Payroll Expenses	17,522.81	30,000.00	-12,477.19	58.41%
112 · Temporary Services	4,225.06	7,000.00	-2,774.94	60.36%
211 · Fringe Benefits	782.43	2,000.00	-1,217.57	39.12%
312 · Legal Fees	26,101.60	25,000.00	1,101.60	104.41%
315 · Engineering Administration	30,841.57	25,000.00	5,841.57	123.37%
328 · Insurance	328.95	900.00	-571.05	36.55%
335 · Building Rent	484.57	1,500.00	-1,015.43	32.31%
341 · Travel	17.00	1,500.00	-1,483.00	1.13%
376 · Dues & Publications	2,450.00	3,600.00	-1,150.00	68.06%
398 · County Services	5,854.50	7,402.00	-1,547.50	79.09%
411 · Office Supplies	958.62	2,000.00	-1,041.38	47.93%
904 · McDowell Dam	39,756.75	185,829.00	-146,072.25	21.39%
905 · McDowell Dam-Additional	0.00	25,000.00	-25,000.00	0.0%
910 · Shared Projects	1,354,535.39	45,000.00	1,309,535.39	3,010.08%
911 · Misc	30.00	2,000.00	-1,970.00	1.5%
920 · Continuing Education	175.00	1,000.00	-825.00	17.5%
932 · Master Planning	0.00	25,000.00	-25,000.00	0.0%
933 · Missouri River General Services	12,517.50	150,000.00	-137,482.50	8.35%
937 · Design/Special Assessment	52,607.02	5,854,879.00	-5,802,271.98	0.9%
940 · Burnt Creek Rehab	2,411.75	175,000.00	-172,588.25	1.38%
941 · Apple Creek Watershed	0.00	10,000.00	-10,000.00	0.0%
953 · Hay Creek	6,187.78	22,900.00	-16,712.22	27.02%
<b>Total Expense</b>	<u>1,557,788.30</u>	<u>6,602,510.00</u>	<u>-5,044,721.70</u>	<u>23.59%</u>
<b>Net Income</b>	<u><u>53,697.57</u></u>	<u><u>-319,437.00</u></u>	<u><u>373,134.57</u></u>	<u><u>-16.81%</u></u>



2:23 PM

08/15/13

Accrual Basis

# Burleigh County Water Resource District (BCWRD)

## Balance Sheet

As of July 31, 2013

	Jul 31, 13
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
American Bank Center Checking	835,407.90
Total Checking/Savings	<u>835,407.90</u>
Total Current Assets	835,407.90
Fixed Assets	
Physical Inventory	875,307.85
Total Fixed Assets	<u>875,307.85</u>
<b>TOTAL ASSETS</b>	<u><b>1,710,715.75</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
24000 - Payroll Liabilities	1,761.69
Total Other Current Liabilities	<u>1,761.69</u>
Total Current Liabilities	1,761.69
Total Liabilities	1,761.69
Equity	
30000 - Opening Balance Equity	1,655,256.49
Net Income	53,697.57
Total Equity	<u>1,708,954.06</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>1,710,715.75</b></u>

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## Mona Livdahl

---

**From:** Michael Gunsch [mgunsch@houstoneng.com]  
**Sent:** Thursday, August 15, 2013 11:16 PM  
**To:** Cary Backstrand; Craig Odenbach; David Bliss; Gordon Weixel (gweixel@nd.gov); Kathleen Jones (kjathome@midco.net); Ken Royse; Mona; Terry Fleck  
**Subject:** 2014 Budget  
**Attachments:** 2014 BCWRD Proposed Budget.pdf; BCWRD FY2014 BUDGET - DRAFT.pdf

Mona:

Attached is the draft BCWRD 2014 budget.

I am sharing the pdf's for everyone as the one is color coded.  
Everyone please review and see if there is anything that stands out.  
Call if you have questions.

I am open to answering these on an individual basis to facilitate the discussion at the meeting.

The initial recommendation from Ken/Terry is to request 2 mills. This represents a 17.1% increase in actual funds from 2013, however there are several factors that require these funds, some of which are as follows:

1. Project development requires upfront costs before loan or SWC cost shares will be reimbursed. There are two large projects that are on tap for 2014 – MRCC and Fox Island.
2. The Burnt Creek 2011 flood restoration and maintenance project requires around \$232,200 of mill levee funds. These funds have not been set aside under previous budgets. While there is the action to create the assessment district that is not assured. If the assessment district is created you could possibly borrow these funds, however not before they are expended.
3. The increase in growth will continue to create pressures to study areas and complete SWMP reviews, resolve drainage complaints. etc... All of this requires funding at some level.
4. The Missouri River snagging and clearing project is an unknown and will require funds that if not allocated might not be available when needed.
5. The reserve amount appears reasonable given prior years and is down considerably from 2012 due to 2013 expenditures.

The question may be what cuts could be made? As with many WRD's projects may or may not develop, which leaves much of your eventual expenditures open to other factors. The McDowell Dam budget has a healthy increase as do some other line items. At this point all allocations appear to be warranted, and are presented for your consideration.

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](mailto:mgunsch@houstoneng.com)

[www.houstoneng.com](http://www.houstoneng.com)

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**2014 BCWRD  
Proposed Budget Worksheet Report**

Estimated Expenses:

Draft to be reviewed By BCWRD 08/20/13

Account No.	Description	2011 Budget	2012 Budget	2013 Budget	2014 Budget	
111	Salaries	\$ 17,000	\$ 20,000	\$ 30,000	\$ 30,000	
112	Secretarial/Accounting Services	\$ 5,000	\$ 5,000	\$ 7,000	\$ 12,000	
211	Fringe Benefits	\$ 1,500	\$ 1,599	\$ 2,000	\$ 2,000	
312	Legal Fees	\$ 10,000	\$ 15,000	\$ 25,000	\$ 25,000	
315	Engineering Administration			\$ 25,000	\$ 30,000	
328	Liability Insurance	\$ 900	\$ 900	\$ 900	\$ 900	
335	Building Rental	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	Meeting Rm/Storage
341	Travel	\$ 1,200	\$ 1,200	\$ 1,500	\$ 1,500	
376	Dues & Publications	\$ 3,300	\$ 3,300	\$ 3,600	\$ 3,600	
398	County Services	\$ 6,782	\$ 6,824	\$ 6,824	\$ 1,000	Limited Requirement
411	Office Supplies	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	
904	McDowell Recreation	\$ 187,160	\$ 181,542	\$ 185,829	\$ 206,556	Requested Budget
905	McDowell Additional	\$ 104,000	\$ 55,000	\$ 25,000	\$ 15,000	
910	Shared Projects	\$ 225,000	\$ 200,000	\$ 45,000	\$ 45,000	
911	Miscellaneous	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	
920	Continuing Education	\$ 1,018	\$ 1,000	\$ 1,000	\$ 1,000	
932	City/County Watershed Planning	\$ 25,000	\$ 25,000	\$ 25,000	\$ 40,000	SWMP Reviews
933	Missouri River General Services			\$ 150,000	\$ 100,000	
937	Design/Special Assessment Projects	\$ 661,378	\$ 595,000	\$ 5,854,879	\$ 2,597,077	
940	Burnt Creek Watershed	\$ 10,000	\$ 60,000	\$ 175,000	\$ 320,243	Project Completion Cost
941	Apple Creek Watershed	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	
953	Hay Creek Watershed	\$ 65,800	\$ 90,500	\$ 22,900	\$ 23,500	
Total Estimated Expenses		\$ 1,340,538	\$ 1,277,365	\$ 6,601,932	\$ 3,469,876	

Estimated Revenue:

	2011 Budget	2012 Budget	2013 Budget	2014 Budget	
In Lieu of Tax	\$ 2,800	\$ 3,100	\$ 3,200	\$ 3,100	
State Aid Distribution	\$ 36,600	\$ 48,500	\$ 72,300	\$ 50,000	
Homestead Credit	\$ 4,300	\$ 4,500	\$ 4,400	\$ 4,000	
Reimbursements/Project Bonding	\$ 661,400	\$ 612,285	\$ 5,604,073	\$ 2,615,231	
Operating Grants	\$ 44,000	\$ 54,000	\$ 9,000	\$ 9,000	
Interest	\$ 4,000	\$ 2,500	\$ 1,000	\$ 100	
Misc. Revenue (Farm Land Rent, etc.)	\$ 6,500	\$ 6,500	\$ 6,000	\$ 6,000	
Real Estate Tax	\$ 562,500	\$ 542,000	\$ 583,100	\$ 682,800	2 Mills + 17.1 % in funds
Total Actual/Estimated Revenue:	\$ 1,322,100	\$ 1,273,385	\$ 6,283,073	\$ 3,370,231	
Revenue from Cash Reserves:	\$ 18,438	\$ 3,980	\$ 318,859	\$ 99,645	
Total Revenue:	\$ 1,340,538	\$ 1,277,365	\$ 6,601,932	\$ 3,469,876	

Off Balance Special Assessment Account - Balances

Brookfield Estates O&M Account	\$ 2,377.34	
Apple Valley Cooperative Lagoon (Loan)	na	To be established in 2013
Burnt Creek Floodway (O&M Funds)	na	To be established in 2013

**2014 BCWRD  
Proposed Budget Worksheet Report**

**Estimated Expenses:**

Account No.	Description	Estimated 2013	Actual Jan.-Jul.	Estimated Aug-Dec	
111	Payroll Expenses	\$ 30,000	\$ 8,235	\$ 12,000	
112	Secretarial Services	\$ 7,000	\$ 3,581	\$ 4,000	
211	Fringe Benefits	\$ 2,000	\$ 782	\$ 1,218	
312	Legal Fees	\$ 25,000	\$ 20,967	\$ 12,000	
351	Engineering Administration	\$ 25,000	\$ 27,425	\$ 25,000	
328	Liability Insurance	\$ 900	\$ 263	\$ -	
335	Building Rental	\$ 1,500	\$ 309	\$ 1,191	
341	Travel	\$ 1,500	\$ 17	\$ 400	
376	Dues & Publications	\$ 3,600	\$ 2,325	\$ -	
398	County Services	\$ 7,402	\$ 4,451	\$ 2,951	
411	Office Supplies	\$ 2,000	\$ 702	\$ 400	
904	McDowell Recreation	\$ 185,829	\$ 28,237	\$ 150,000	Est to end budget
905	McDowell Additional	\$ 25,000	\$ -	\$ 12,000	New Building Cost
910	Shared Projects	\$ 45,000	\$ 785,501	\$ 25,000	Note: Hogue Island Projects (vs. 937 funds?)
911	Miscellaneous	\$ 2,000	\$ -	\$ 2,000	
920	Continuing Education	\$ 1,000	\$ 175	\$ 200	
932	City/County Watershed Planning	\$ 25,000	\$ -	\$ 15,000	
933	Missouri River General Services	\$ 150,000	\$ 7,551	\$ 15,000	
937	Design/Special Assessment Projects	\$ 5,854,879	\$ 34,936	\$ 550,000	Hogue Island \$200K, AVC \$200K
940	Burnt Creek Watershed	\$ 175,000	\$ 2,412	\$ 15,000	Secure Easement and Plan Update for bid 2014
941	Apple Creek Watershed	\$ 10,000	\$ -	\$ 3,000	
953	Hay Creek Watershed	\$ 22,900	\$ 6,188	\$ 3,000	
<b>Total Estimated Expenses</b>		<b>\$ 6,602,510</b>	<b>\$ 934,056</b>	<b>\$ 849,360</b>	

Estimated Revenue:	Estimated 2013	Actual Jan.-Jul.	Estimated Aug-Dec	
In Lieu of Tax	\$ 3,200	\$ 3,715	\$ -	
State Aid Distribution	\$ 72,300	\$ 17,003	\$ 17,000	
Homestead Credit	\$ 4,400	\$ -	\$ -	
Reimbursements/Project Bonding	\$ 5,604,073	\$ -	\$ 400,000	AVC Loan/SWC Hogue Island 75%
Operating Grants	\$ 9,000	\$ 8,505	\$ -	
Interest	\$ 1,000	\$ 5	\$ 5	
Misc. Revenue (Farm Land Rent, etc.)	\$ 6,000	\$ -	\$ 6,000	
Real Estate Tax (Est. 2 Mills)	\$ 583,100	\$ 565,547	\$ -	
<b>Total Actual/Estimated Revenue:</b>	<b>\$ 6,283,073</b>	<b>\$ 594,774</b>	<b>\$ 423,005</b>	
		<b>Cash: Aug. 1, 2013</b>	<b>\$ 875,408</b>	
		<b>Total Revenue:</b>	<b>\$ 1,298,413</b>	
		<b>Est. Yr. End Cash:</b>	<b>\$ 449,053</b>	

Reserve Fund Balance	2012	2013	Reduction in Reserve
	\$ 779,949.00	\$ 449,053.11	\$ (330,895.89)

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<b>905 - McDowell DAM ADDITIONAL</b>	<b>\$55,000</b>	<b>\$25,000</b>	<b>\$15,000</b>	
McDowell DAM - CAPITAL IMPROVEMENTS	\$50,000	20,000	10,000	New equipment purchases
McDowell Dam - Apple Creek Supplemental Water Supply	\$5,000	5,000	5,000	Options for easements after water permit obtained
<b>910 - SHARED PROJECTS</b>	<b>\$200,000</b>	<b>\$45,000</b>	<b>\$45,000</b>	
<b>STUDIES AND INVESTIGATIONS</b>	<b>\$50,000</b>	<b>\$45,000</b>	<b>\$45,000</b>	<b>Shift to Account 315?</b>
Land Acquisition (McDowell/Hay Creek - Public Projects)	\$50,000	\$0	\$0	Drainage Complaints & Investigations
Missouri River and Flood Hazard Mitigation Studies	\$100,000	\$0	\$0	Funds held in reserves
911 MISCELLANEOUS	\$2,000	\$2,000	\$2,000	Missouri River & Flood Related Issues (Now 933)
920 CONTINUING EDUCATION	\$1,000	\$1,000	\$1,000	Board Attendance Costs
932 CITY/COUNTY WATERSHED MASTER PLANNING - SWMP Reviews	\$25,000	\$25,000	\$40,000	Stormwater Management Planning and Reviews
933 Missouri River General Services	\$150,000	\$150,000	\$100,000	Missouri River Studies (Ice Jam, Easements, Geomorph, Sibley etc...)
<b>937 - DESIGN OR SPECIAL ASSESSMENT PROJECTS</b>	<b>\$595,000</b>	<b>\$5,854,879</b>	<b>\$2,557,077</b>	
<b>SUNNY VIEW FLOOD CONTROL DISTRICT</b>	<b>\$145,000</b>	<b>\$130,000</b>	<b>\$169,600</b>	
FOX ISLAND FLOOD CONTROL DISTRICT	\$200,000	\$2,299,933	\$1,580,196	
HARBOR DRIVE FLOOD CONTROL DISTRICT		\$892,635	\$0	
MISSOURI RIVER CORRECTIONAL CENTER		\$850,088	\$647,631	
HOGUE ISLAND BUYOUTS		\$1,432,223	\$0	
SIBLEY ISLAND FLOOD CONTROL			\$36,650	
SANDY RIVER DRIVE EMERGENCY RESPONSE PLAN			\$33,000	
APPLE CREEK INDUSTRIAL PARK LEVEE CERTIFICATION			\$130,000	
APPLE VALLEY COOPERATIVE SANITARY LAGOON	\$250,000	\$250,000		Project Completed
940 BURNT CREEK REHABILITATION and O&M	\$60,000	\$175,000	\$320,243	SWC Funding at 60% of Construction (see above)
941 APPLE CREEK WATERSHED	\$10,000	\$10,000	\$10,000	Miscellaneous Watershed issues - gege funding option
<b>953 - HAY CREEK</b>	<b>\$90,500</b>	<b>\$22,900</b>	<b>\$23,500</b>	
HAY CREEK - USGS Stream Gages	\$8,500	\$8,900	\$9,500	USGS Agreement
HAY CREEK - USGS Sediment and Water Quality Sampling	\$12,000	\$9,000	\$9,000	Section 601(b) 100% Grant Funds - Next Phase
HAY CREEK GREENWAY (Civ, BCWRD and Parks & Rec.)	\$70,000	\$5,000	\$5,000	Place holder - project may develop this year (Reserve Funds / Prior Years)
999 TRANSFERS OUT	\$0	\$0	\$0	
<b>TOTAL EXPENSES</b>	<b>\$1,277,365</b>	<b>\$6,601,932</b>	<b>\$3,469,876</b>	
<b>TOTAL REVENUE (FROM ABOVE)</b>	<b>\$1,279,385</b>	<b>\$6,283,073</b>	<b>\$3,370,231</b>	
	<b>(\$3,980)</b>	<b>(\$318,859)</b>	<b>(\$99,645)</b>	<b>Net Change</b>
Projected Value of One Mill	\$278,500	\$300,000	\$341,400	Value Provided by County Auditor
Required General Funding (Max Allowable = 4 mills)	2.00	1.94	2.00	Increase
	\$557,000	\$550,119	\$602,800	17.1%

BCWRD Invoices  
8-20-13

Name	Project	Invoice	Amount	Code
Bismarck Parks and Rec	June	3327	\$17,373.08	904
Bismarck Parks and Rec	July	3343	\$26,310.18	904
Bliss & Stebbins Law Firm	Legal	13774	\$7,450.63	312
City of Bismarck	Building Expense - July	96	\$36.08	335
City of Bismarck	Rent - July	88	\$95.33	335
Burleigh County Auditor	March/April Rent & Building Exp.		\$245.57	335
Burleigh County Auditor	FICA - Workers Comp		\$83.03	211
Burleigh County Auditor	Payroll Transfers		\$550.00	111
Burleigh County Auditor	Bismarck Tribune Ad (Eng. Svs)		\$234.00	411
Houston Engineering	General	16629	\$15,032.49	315
Houston Engineering	Missouri River Correctional Facility	16633	\$2,612.50	933
Houston Engineering	Fox Island Flood Control	16630	\$2,110.75	937
Houston Engineering	Apple Valley Cooperative	16631	\$2,826.33	937
Houston Engineering	Apple Creek Industrial Park	16635	\$1,592.50	933
Houston Engineering	Hogue Island	16634	\$6,534.28	937
Personalized Management Svs.	July Secretarial services	5210	\$793.75	112
Personalized Management Svs.	July Office Supplies	5210	\$346.49	398
Personalized Management Svs.	July Accounting	5210	\$68.75	411
Weisz & Sons	Apple Valley Cooperative	1	\$50,955.07	937
Bismarck Tribune	Land Lease ad	20668362	\$96.00	905
ND Insurance Dept.	McDowell Dam	2013	\$660.71	328
3D Specialties	Security Fence & Signs	Hogue Island	\$6,040.60	910
Bank of ND	Interest and Principal 3-1-13 to 8-31-13		\$5,927.70	937
		<b>TOTAL:</b>	<b>\$147,975.82</b>	

24

**Bismarck Parks Recreation  
2013 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	\$ 3,201.09	\$ 318.36	\$ 1,277.94	\$ 766.24	\$ 5,563.63	\$ 1,390.91	\$ 6,954.54	3203
February	\$ 2,600.90	\$ 1,065.60	\$ 1,277.94	\$ 1,830.53	\$ 6,774.97	\$ 1,693.74	\$ 8,468.71	3220
March	\$ 2,943.90	\$ 296.68	\$ 1,277.94	\$ 838.20	\$ 5,356.72	\$ 1,339.18	\$ 6,695.90	3239
April	\$ 2,600.90	\$ 262.69	\$ 1,277.94	\$ 752.71	\$ 4,894.24	\$ 1,223.56	\$ 6,117.80	3268
May	\$ 6,050.10	\$ 606.97	\$ 1,413.19	\$ 1,145.58	\$ 9,215.84	\$ 2,303.96	\$ 11,519.80	3304
June	\$ 10,286.28	\$ 1,024.31	\$ 270.49	\$ 2,317.38	\$ 13,898.46	\$ 3,474.62	\$ 17,373.08	3327
July	\$ 12,337.15	\$ 1,202.87	\$ 2,285.39	\$ 5,222.73	\$ 21,048.14	\$ 5,262.04	\$ 26,310.18	3343
August				\$ -	\$ -	\$ -	\$ -	
September				\$ -	\$ -	\$ -	\$ -	
October				\$ -	\$ -	\$ -	\$ -	
November				\$ -	\$ -	\$ -	\$ -	
December				\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ 40,020.32</b>	<b>\$ 4,777.48</b>	<b>\$ 9,080.83</b>	<b>\$ 12,873.37</b>	<b>\$ 66,752.00</b>	<b>\$ 16,688.00</b>	<b>\$ 83,440.00</b>	<b>To Date</b>

**Capital Improvements:** 2013 Budget: \$ 185,829.00  
**Over/Under Budget:** \$ (102,389.00)





**Bobcat Company**  
150 6<sup>th</sup> Street SE  
P.O. Box 128  
Gwinner, ND 58040  
(800) 743-4340

01-JUL-13

BURLEIGH COUNTY WATER RESOURCE DISTRICT  
1811 E Thayer Ave  
Bismarck, ND 58501-4780

<b>Model:</b>	CT450	<b>Dealer Number:</b>	06856
<b>Serial Number:</b>	ABHM11750	<b>Dealer Name:</b>	Bobcat of Mandan Inc, Mandan, ND
<b>Survey Code:</b>	W17B847		

Dear Bobcat Owner:

Our records indicate that the Bobcat product you own recently required warranty-covered repairs. We want to make certain that you are receiving the best possible service and that your Bobcat products are living up to your expectations. Your evaluation of how this recent repair was handled will assist us in providing for your continued satisfaction. Please take a few moments to complete the survey on the back of this letter and return it at your earliest convenience in the postage-paid envelope provided.

Would you prefer to fill this survey out on-line? If so, please go to [www.bobcat.com/warrantysurvey](http://www.bobcat.com/warrantysurvey) to complete this survey. (It is not necessary to return a paper copy if you choose to complete the survey on-line).

Sincerely

Rick Jablonsky  
Customer Service Manager  
Bobcat Company

**How satisfied are you in the following areas**

	Satisfied	Less Than Satisfied	Dissatisfied	No Opinion
The courtesy shown you regarding your warranty repair work?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The length of time it took to do the repairs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The condition of your Bobcat after warranty repairs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall satisfaction with these warranty repairs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall satisfaction with this piece of Bobcat equipment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Recommendations**

Based on this experience, would you recommend this dealership to someone else?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Sure
Would you recommend Bobcat equipment to someone else?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not Sure

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone # \_\_\_\_\_

**WRITTEN BIDS** will be accepted by the Burleigh County Water Resource District (District) for the cultivation and cropping of approximately 76 acres at McDowell Dam in Section 27-T139-R79 until 5 pm, August 2, 2013. The lease will be for three years and will expire on November 1, 2016. Bidders shall visit the site to determine the suitability of the land and any need for site preparation prior to the seeding. The successful bidder shall use the land for cropping purposes and shall not be subleased without approval of the District. The successful bidder will receive any Freedom to Farm Act payments and will be expected to practice farming methods that control weeds and maintain field smoothness. The bid submitted should be for a total of three years, taking into consideration the cost of possible breaking up the ground prior to seeding. One-third of the total bid price will be due no later than June 1<sup>st</sup> of each year the lease is in effect. The District reserves the right to reject any and all bids. Bids should be submitted to the Burleigh County Water Resource District, 1811 E. Thayer Avenue, Bismarck, ND 58501. Phone: 701-222-3499.

---

Please print the above ad in the Finder July 16 and July 23rd in the agricultural section. The bill can be sent to:

Burleigh County Water Resource District  
1811 E. Thayer Avenue  
Bismarck, ND 58501



## Burleigh County Water Resource District

City/County Office Building - 221 North 5<sup>th</sup> Street  
Bismarck, North Dakota 58501-4028

August 15, 2013

Elden Spier  
416 Victoria Circle  
Bismarck, ND 58504

RE: UTTC Drainage Complaint

Dear Mr. Spier:

The Burleigh County Water Resource District directed Houston Engineering to review the drainage complaint you filed regarding impacts occurring to your property as a result of runoff from the United Tribes Technical College (UTTC) property. They provided their findings in a Memorandum, and we provided a copy to Mel Bullinger, City Engineer for the City of Bismarck. You were provided a copy of the transmittal letter and memorandum.

As a result, the City of Bismarck has been in contact with UTTC. They have indicated that they are in the process of updating their Storm Water Master Plan, and they will consider the points raised by Houston Engineering as part of that review. We will direct Houston Engineering to review whatever changes result as part of that update to assess their adequacy in addressing your situation.

We wanted to update you as to the status of our response to your complaint and let you know that progress is being made. If you have any additional questions, please direct them to Michael Gunsch with Houston Engineer at (701) 323-0200.

Sincerely,

A handwritten signature in cursive script, appearing to read "Terry A. Fleck".

Terry Fleck, Chairman  
Burleigh County Water Resource District

C: Cary Backstrand, BCWRD  
Michael Gunsch, HEI

**From:** Dan Emery [[mailto:silver\\_sho@hotmail.com](mailto:silver_sho@hotmail.com)]  
**Sent:** Tuesday, July 09, 2013 2:38 PM  
**To:** [tfleck@attitudedr.com](mailto:tfleck@attitudedr.com)  
**Subject:** Resolution

Terry,

We just received the board's letter informing us that the county is going to come and fix the drainage. We tried contacting you over a month ago via phone to inform you that we're having Mariner's come out and do the work. It would have been nice for you to contact us back so you didn't waste any more time in this petty matter. It will be resolved and taken care of per the plan we discussed at the May meeting. And as far as the unrealistic deadline of May 1st, we were under the impression that common sense prevailed and the deadline was pushed back due to all the rain we had? Thanks again.

Dan and Trisha Emery

## Mona Livdahl

---

**From:** Terry Fleck [tfleck@attitudedr.com]  
**Sent:** Sunday, July 28, 2013 6:51 PM  
**To:** 'Mona Livdahl'  
**Subject:** FW: Resolution

**From:** Dan Emery [mailto:silver\_sho@hotmail.com]  
**Sent:** Friday, July 26, 2013 4:55 PM  
**To:** Terry Fleck  
**Subject:** RE: Resolution

Mr. Fleck ,

When we were in the Board meeting talking to all of you I thought you had asked for them to move the deadline since it had been too wet. We also thought you had said you were going to see if Mr. Koppang would still let us on his property . If that was possible, we said we would get it fixed as soon as possible with having it approved by the board. I have also left you numerous messages and never a return call or email back and I had thought once you guys talked and made a visit to Mr. Koppangs house, you would of at least gave us a phone call or email out of courtesy! We have Mariners working on a quote for us this week we should have it soon. Is this even an option or have you guys decided to just to fix it, not call us, or help us get this done as we told you we want it done and fixed or else we would not be at meetings trying to get this matter resolved! The last two meetings we were unable to attend as we had our daughter at doctor appointments in Minnesota and Chicago or else we would of made the point to be there! I tried calling you Mr. Fleck again twice this last week. So if you get this email you could call and talk or at the very least, send us an email back. That would be great and appreciated!

Thanks For Some Help,  
Trisha & Dan Emery

Home Phone-701-250-7033 (can also leave a message and we WILL call back.)  
Trisha Cell-701-720-6663  
Dan Cell-701-240-0558

Our email is [silver\\_sho@hotmail.com](mailto:silver_sho@hotmail.com).

*Dan & Trisha Emery*  
7245 Russell Rd  
Bismarck, ND 58503  
(701)240-0558  
[silver\\_sho@hotmail.com](mailto:silver_sho@hotmail.com)

From: [tfleck@attitudedr.com](mailto:tfleck@attitudedr.com)  
To: [silver\\_sho@hotmail.com](mailto:silver_sho@hotmail.com)  
Subject: RE: Resolution  
Date: Thu, 18 Jul 2013 16:54:56 -0500

Dan, I have it and it's been sent to all of the board members , as well our engineer and the BCWRD's legal counsel..Terry

---

**From:** Dan Emery [[mailto:silver\\_sho@hotmail.com](mailto:silver_sho@hotmail.com)]  
**Sent:** Tuesday, July 16, 2013 12:31 PM  
**To:** [tfleck@attitudedr.com](mailto:tfleck@attitudedr.com)  
**Subject:** Resolution

Just confirming you received our email from the 9th of July that stated we are taking care of the water issue?  
Just wondering so we don't have to wait another month to hear from you.

*Dan & Trish Emery*  
7245 Russell Rd  
Bismarck, ND 58503  
(701)240-0558  
[silver\\_sho@hotmail.com](mailto:silver_sho@hotmail.com)



# DSH Construction

201 8TH AVE SE  
MINOT, ND 58701  
(701)509-1302

DATE 8/1/2013

CUSTOMER CONTACT INFORMATION:

ESTIMATE : 1052

BURLEIGH COUNTY WATER BOARD  
EMERY COPANE WATER WAY

ADDRESS:

7245 RUSSELL ROAD  
BISMARCK, ND 58503

SUMMARY OF WORK TO BE PERFORMED:

TO BRING THE WATER WAY TO THE SPECS PROVIDED BY THE BURLEIGH COUNTY WATER BOARD, PER ATTACHMENT.

:DIRT FROM OWNERS PROPERTY TO REMAIN ON OWNERS PROPERTY.

:NO ADDITIONAL LANDSCAPING WILL BE PROVIDED EXCEPT FOR THE WATERWAY.

BID TOTAL \$ 750

ACCEPTANCE OF PROPOSAL  
CUSTOMER:

DATE

DSH CONSTRUCTION:

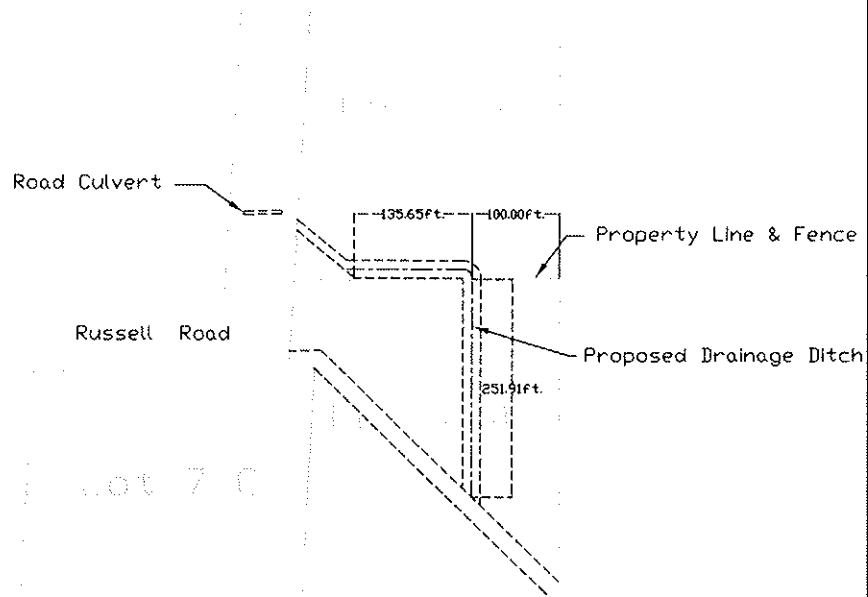
DATE

THIS PROPOSAL MAYBE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.  
18% INTEREST WILL BE ADDED IF NOT PAID IN FULL WITH 15 DAYS OF COMPLETION.

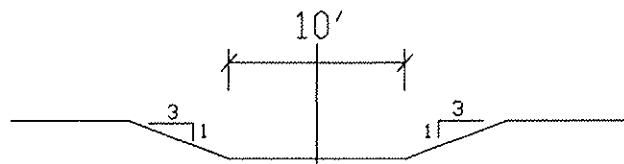
33







T-J Ranch Estates - Block 2



Typical Ditch Section

35



## Mona Livdahl

---

**From:** Erica Pullen [epullen@blisslaw.com]  
**Sent:** Monday, July 15, 2013 4:24 PM  
**To:** Cary Backstrand; Gordon Weixel; Kathleen Jones; Ken Royse; Michael Gunsch; Mona Livdahl; Terry Fleck  
**Cc:** David Bliss  
**Subject:** Daniel Emery and Trisha Emery v. Burleigh County Water Resource District  
**Attachments:** emery docs 7-15.pdf

All,

Attached please find a copy of the following documents in regard to the above-mentioned matter:

1. **Notice of 3.2 Motion and Motion to Dismiss Sua Sponte;**
2. **District's Brief in Support of Motion to Dismiss Sua Sponte (Exhibits 1-5);**
3. **Proposed Order to Dismiss Sua Sponte; and**
4. **Affidavit of Service by Mail.**

Mona, please include the motion and brief in the briefing book.

Sincerely,

Erica L. Pullen  
Legal Assistant  
BLISS & STEBBINS LAW FIRM, LLC  
400 E. Broadway Ave., Suite 308  
PO Box 4126  
Bismarck, ND 58502-4126  
(701) 223-5769 (office)  
(701) 751-1242 (fax)  
[epullen@blisslaw.com](mailto:epullen@blisslaw.com)

[www.blisslaw.com](http://www.blisslaw.com)



**IMPORTANT NOTICE:** This communication and any documents or files transmitted with it are confidential, contain information from Bliss & Stebbins Law Firm, LLC and are intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing or copying of this communication is strictly prohibited. If you have received this in error, please immediately notify the sender at [epullen@blisslaw.com](mailto:epullen@blisslaw.com).

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURLEIGH

SOUTH CENTRAL JUDICIAL DISTRICT

CIVIL NO.: 08-2013-CV-00604

Daniel Owen Emery and	)
Trisha Ann Emery,	)
	)
Plaintiffs and Appellants,	)
vs.	)
	)
Burleigh County Water	)
Resource District,	)
	)
Defendant and Appellee.	)

**ELECTRONICALLY  
FILED**

---

**NOTICE OF 3.2 MOTION AND MOTION TO DISMISS SUA SPONTE**

---

**NOTICE OF MOTION**

[1] **NOTICE IS HEREBY GIVEN:** that the undersigned brings the attached motion to withdraw under the provisions of Rule 3.2 of the North Dakota Rules of Court, which provides:

[2] Unless otherwise ordered by the court upon serving and filing a motion, the moving party must serve and file a brief and other supporting papers and the opposing party shall have fourteen (14) days after service of the brief within which to serve and file an answer brief. Upon the filing of briefs, or upon expiration of the time for filing, the motion is deemed submitted and taken under advisement by the court, unless counsel for any party requests the taking of testimony or oral argument on the motion. The court, in its discretion, may permit the taking of testimony or oral argument on its own motion. Each motion shall be heard at a time designated by the court.

[3] Failure to file briefs or to request the taking of testimony or oral argument within the prescribed time subjects a party to a summary ruling. Failure to file a brief by moving party is an

admission that, in the opinion of counsel, the motion is without merit. Failure to file a brief by the opposing party is an admission that, in the opinion of counsel, the motion is meritorious. **A hearing on this motion is not requested by the defendant and appellee.**


**MOTION**

[4] COMES NOW Defendant and Appellee Burleigh County Water Resource District (“the District”), by and through its counsel, David R. Bliss, Bliss & Stebbins, LLC, who moves this court to dismiss the above-entitled action commenced by Defendants and Appellees Daniel and Trisha Emery (“the Emery’s”). This motion is based upon the forthcoming brief in support of the motion and all other documents, exhibits and records in this matter.

Dated this 15 day of July, 2013.

**DAVID R. BLISS**  
**BLISS & STEBBINS LAW FIRM, LLC**  
Attorneys for Defendant and Appellee  
400 E. Broadway Ave., Suite 308  
PO Box 4126  
Bismarck, ND 58502-4126  
PH: 701-223-5769  
FX: 701-751-1242  
Email: [dbliss@blisslaw.com](mailto:dbliss@blisslaw.com)

By:

  
\_\_\_\_\_  
**David R. Bliss (Bar ID # 04729)**

S:\Burleigh County Water Resource 22-229\Emery Complaint\notice 3.2 AND MOTION.doc

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURLEIGH

SOUTH CENTRAL JUDICIAL DISTRICT

CIVIL NO.: 08-2013-CV-00604

Daniel Owen Emery and	)
Trisha Ann Emery,	)
	)
Plaintiffs and Appellants,	)
vs.	)
	)
Burleigh County Water	)
Resource District,	)
	)
Defendant and Appellee.	)

**ELECTRONICALLY  
FILED**

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**DISTRICT’S BRIEF IN SUPPORT OF MOTION TO DISMISS SUA SPONTE**

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**BRIEF IN SUPPORT OF MOTION**

[1] On January 5, 2012, the District received a drainage complaint from Chris Koppang, a neighbor of the Emery’s. Exhibit 1. Negotiations ensued between the District and the two parties but were unsuccessful. On January 10, 2013, the District issued a Notice of Decision and Order and served the Emery’s by registered mail. Exhibit 2. In its order, the District required the Emery’s to remedy the obstruction of the watercourse on their property by constructing an alternate drainage route by May 1, 2013. *Id.* In a letter to the District dated January 24, 2013, the Emery’s requested a hearing “in front of an unbiased Burleigh County District Court Judge per North Dakota Century Code Section 28-34-01.” Exhibit 3. Unbeknownst to the District, on March 20, 2013, the Emery’s filed a notice of appeal of the Board’s January 10, 2013 decision with the clerk of district court, filed long after the 30 day deadline for such filing, and failed to serve a copy of the notice of appeal on the Board pursuant to N.D. R. Civ. Proc. Register of Actions.

[2] On April 18, 2013, District counsel sent a letter to the Emery's which reiterated the District's May 1, 2013 deadline to remedy the drain problem. Exhibit 4. On May 30, 2013, having contacted the clerk of court and discovering that an appeal had been filed, District counsel sent a letter to the Emery's which notified the Emery's that the estimated cost of preparation and filing of the entire record of the proceedings before the District is in the amount of \$450, and that the \$450 would have to be paid in order for the District to prepare and file a copy of the proceedings with the district court clerk. Exhibit 5. To date, no payment has been received from the Emery's.

[3] At issue is whether an action may be dismissed based upon an appellant's lack of payment of the estimated cost of a transcript of proceedings. Under N.D.C.C. 28-34-10(2), the governing body shall prepare and file a certified copy of the proceedings "...after the notice of appeal has been filed with the court, *and after the deposit by the appellant of the estimated cost of a transcript of the evidence...*" Emphasis added. In this case, no payment has been received in order for the governing body to prepare and file a transcript of proceedings. The District therefore requests that this matter be dismissed because of the lack of payment for transcript preparation.

[4] Also at issue is whether the trial court may dismiss an appeal brought by one who fails to comply with the statutory requirements for perfecting an appeal under N.D.C.C. Section 28-32-42(4). In *Benson v. Workforce Safety and Insurance*, 2003 ND 193, Appellant Dudley Benson filed a notice of appeal with the clerk of district court but did not serve the notice of appeal on WSI or any other party. *Benson* at [3]. The district court sua sponte dismissed the appeal for lack of jurisdiction, and the Court upheld the district court's ruling. The facts set forth in *Benson* are analogous to those presented in this matter. The District therefore requests that this court dismiss the appellant's action sua sponte.



**CONCLUSION**

For the reasons set forth above, the District respectfully requests that this court dismiss sua sponte the appellant's appeal.

Dated this 15 day of July, 2013.

**DAVID R. BLISS**  
**BLISS & STEBBINS LAW FIRM, LLC**  
Attorneys for Defendant and Appellee  
400 E. Broadway Ave., Ste. 308  
PO Box 4126  
Bismarck, ND 58502-4126  
PH: 701-223-5769  
FX: ~~701-751-1242~~  
E-mail: dbliss@blisslaw.com  
By: [Signature]  
David R. Bliss (Bar ID # 04729)



### Complaint of Adverse Impact Obstruction to a Watercourse

Gailen Narum, Chairman  
Burleigh County Water Resource District  
221 North 5<sup>th</sup> Street  
Bismarck, ND 58501

Location of Impacted Property 7241 Russell Road  
Location of Project Causing Impact Damage between lot 7A + 7B, T.J. Ranch Estate  
Project Owner Dan Emery

Description of Adverse Impact and Obstruction:

On 6/23/10, Gailen Narum was brought in to look at the drainage problem at our residence. He made a recommendation (copy attached). I was told that unless Dan does some drainage in the back of his yard it is pointless for me to try anything. I have had a lake on the south side of my property for more than a year now. I have had some major problems in my basement that have amounted to some expensive repairs and now my drain field is completely saturated. I have owned this property for 10 years, I did not have these problem until Dan hauled in dirt and blocked the natural drainage.

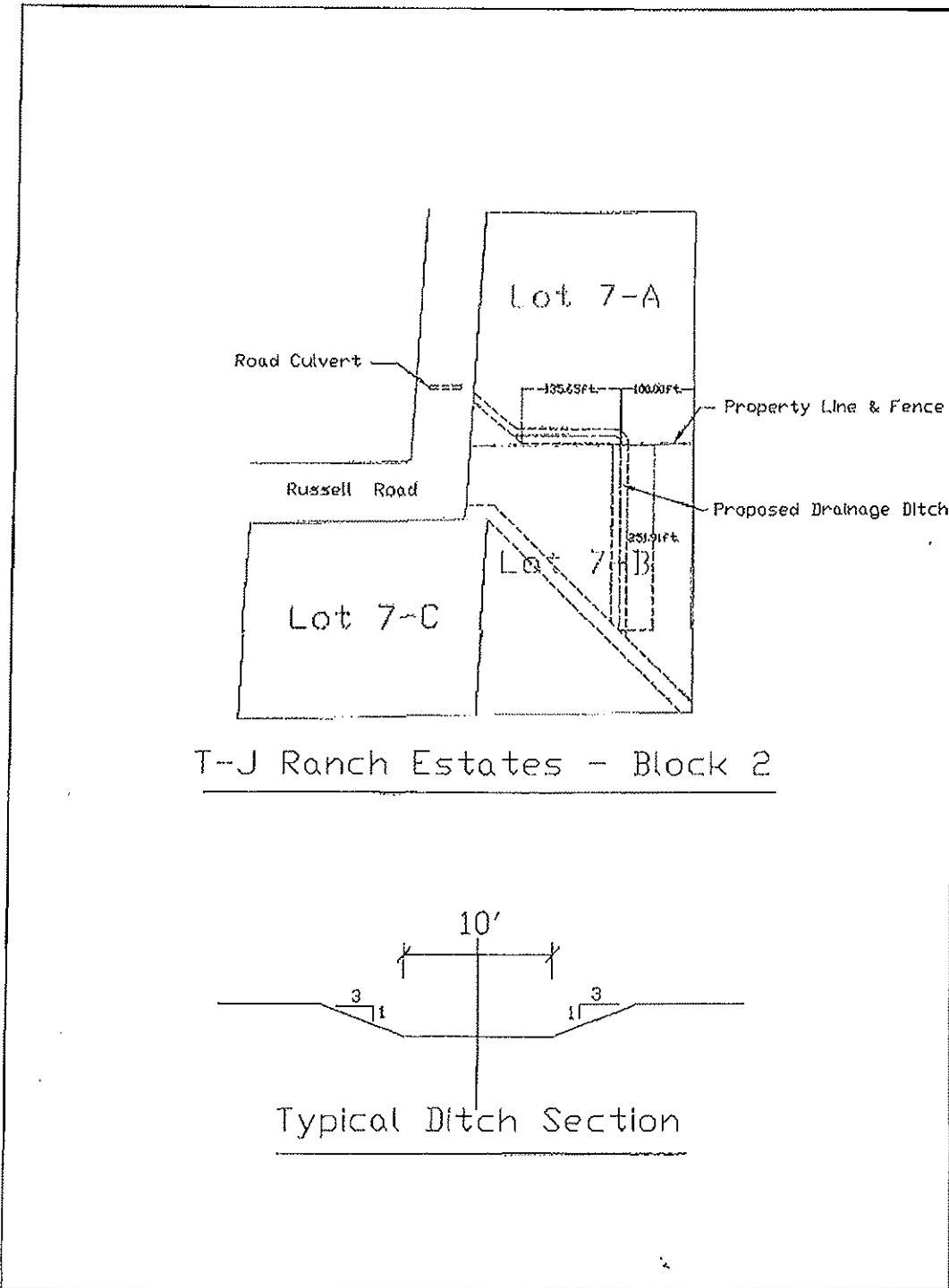
Complaint filed by: Name: Chris Koppang  
Address: 7241 Russell Road Bismarck, N.D. 58507  
Phone: 701-255-5055

Complainant's Signature: Chris Koppang  
Date: 1-5-12

Current Board Members:

Gailen Narum, Chair, Bismarck 223-4657 Tony Fleck, Vice Chair, Bismarck 263-2339 Ken Rayco, Treas., Bismarck 326-1150 Rebecca Keller, Okemunk 223-9169 Gary Bost 10376, Bismarck 223-4319



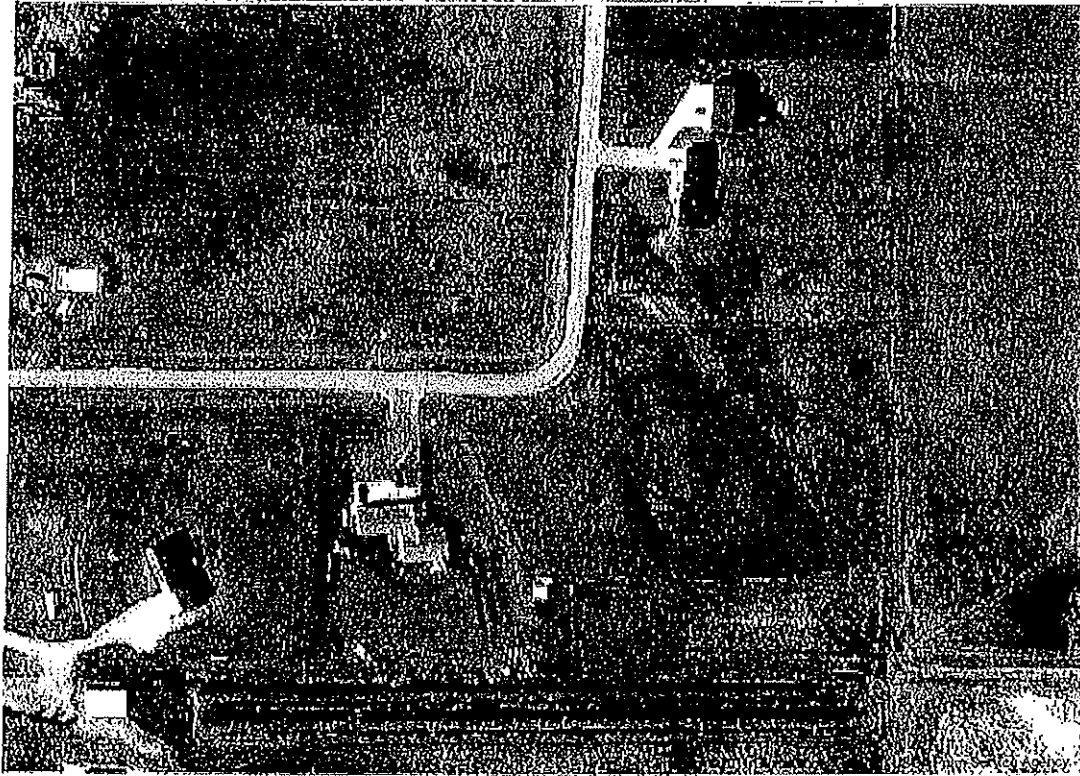


Lot 7-A 7241 Chris Koppang  
 Lot 7-B 7245 Daniel Emery

Emery-Koppang 06/23/2010  
 Hm 255-5058  
 Cel 426-3460

55

44



Google Map: Searchable Map of the City of Bismarck, North Dakota , USA

5/6  
45



## Burleigh County Water Resource District

City/County Office Building - 221 North 5<sup>th</sup> Street  
Bismarck, North Dakota 58501-4028

### REGISTERED MAIL

January 10, 2013

Mr. Dan Emery  
7245 Russell Road  
Bismarck, ND 58501

**RE: NOTICE OF DECISION AND ORDER**  
**Complaint of Obstruction of Natural Watercourse**  
**Lot 7B, Block 2, T-J Ranch Estates, Gibbs Township, Burleigh County**

Dear Mr. Emery:

The Burleigh County Water Resource District (BCWRD) has investigated a complaint filed against you regarding an obstruction of a natural watercourse filed by Mr. Chris Koppang. Based on our site inspection and review of aerial topography, it was determined that your residence was constructed directly within a natural watercourse as defined in ND Century Code Section 61-01-06. The Office of the ND State Engineer has subsequently confirmed the determination that a natural watercourse exists and has been obstructed.

North Dakota Century Code Section 61-16.1-51 states that, if a water resource district determines that a watercourse has been obstructed, the board shall notify the landowner by registered mail as to the nature of the obstruction and order its removal. In this instance your home actually constitutes the obstruction, and removal of the home would seem to constitute an impractical solution at this point. Therefore, we are willing, in this instance, to allow a relocation of the watercourse rather than removal of the home.

**YOU ARE HEREBY ORDERED** to remedy the obstruction of the watercourse in question by constructing an alternate drainage route. This remedy must be completed by May 1, 2013. You shall notify the Burleigh County Water Resource District upon completion, so that the construction can be inspected for compliance.

Current Board Members:

Terry Plock, Vice Chair, Bismarck 223-9708 Ken Royce, Treas., Bismarck 258-1110 Cory Backstrand, Bismarck 471-9134





## Burleigh County Water Resource District

City/County Office Building - 221 North 5<sup>th</sup> Street  
Bismarck, North Dakota 58501-4028

If you fail to comply with this order and fail to construct the alternate drainage and notify this office of its completion by May 1, 2013, the Burleigh County Water Resource

District shall procure the services necessary to construct the remedy and assess the cost against your property, including all costs incurred by the BCWRD in investigating and resolving this complaint.

In accordance with NDCC 61-16.1-51, you may demand in writing a hearing on this matter. Upon receipt of the demand, the board shall set a hearing date within fifteen days from the date the demand is received. A landowner aggrieved by action of the board under this section may appeal the decision of the board to the district court of the county in which the land is located in accordance with the procedure provided in NDCC Section 28-34-01.

Sincerely,

A handwritten signature in cursive script, appearing to read "Terry A. Fleck".

Terry Fleck Chairman  
Burleigh County Water Resource District

C: David Bliss. Bliss & Stebbins  
Chris Koppang

*Rec'd 1-28-13*

January 24, 2013

Burleigh County Water Resource District  
221 North 5<sup>th</sup> St.  
Bismarck, ND 58501-4028

08 2013 CV 604

RE: NOTICE OF DECISION AND ORDER  
Complaint of Obstruction of Natural Watercourse  
Lot 7B, Block 2, T-J Ranch Estates, Gibbs Township, Burleigh County

To whom it may concern:

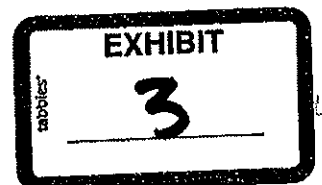
This is our written request for a hearing pursuant to North Dakota Century Code 61-16.1-51. We also request that the Burleigh County Water Board and any employees, consultants, or anyone related to, or anyone having person interests in listed case be dismissed from any further decision making in the matter. We request that the hearing be held in front of an unbiased Burleigh County District Court judge per North Dakota Century Code Section 28-34-01.

Sincerely,



Dan & Trish Emery  
7245 Russell Rd  
Bismarck, ND 58503

C: Debra Simenson, Clerk of Burleigh County District Court



*48*

David R. Bliss  
Attorney at Law

Jackie M. Stebbins  
Attorney at Law

Micheal A. Mulloy  
Attorney at Law



Catherine A. Bliss, CLA  
Certified Legal Assistant

Erica L. Pullen  
Legal Assistant

**REGISTERED MAIL – RETURN RECEIPT REQUIRED**

April 18, 2013

Mr. Dan Emery  
7245 Russell Road  
Bismarck, ND 58501

**RE: NOTICE OF DECISION AND ORDER**  
**Complaint of Obstruction of Natural Watercourse**  
**Lot 7B Block 2, T-J Ranch Estates, Gibbs Township, Burleigh County**

Dear Mr. Emery:

The Burleigh County Water Resource District (BCWRD) is in receipt of your request for a hearing "pursuant to North Dakota Century Code 61-16.1-51" and your February 13, 2013 email requesting the issue be removed from the March 12, 2013 agenda, which included your statement of unwillingness to discuss the matter with the Board. You further stated that "we request that the hearing be held in front of an unbiased Burleigh County District Court Judge per North Dakota Century Code Section 28-34-01."

NDCC 61-16.1-51 states, in pertinent part, that "A landowner aggrieved by action of the board under this section may appeal the decision of the board to the district court of the county in which the land is located *in accordance with the procedure in section 28-34-10*. Emphasis added.

NDCC 28-34-01(1) states, in pertinent part, that "each appeal is governed by the following procedure:

1. The notice of appeal must be filed with the clerk of the court within thirty days after the decision of the local governing body. A copy of the notice of appeal must be served on the local governing body in the manner provided by Rule 4 of the North Dakota Rules of Civil Procedure. "



49



You failed to file a notice of appeal with the clerk of district court, which had to be filed within thirty days of the Board's January 10, 2013 decision. You also failed to serve a copy of the notice of appeal on the Board in the manner provided by the North Dakota Rules of Civil Procedure.

As a result, the Board's May 1, 2013 deadline, noted in the Board's January 10, 2013 Notice and Order for the resolution of this matter, remains in force. If by that time you have not commenced corrective action or obtained Board approval of a corrective plan and timeline, the Board will procure the services necessary to construct the remedy. This will result in all costs incurred by the Board to resolve this complaint being assessed against your property.

Sincerely,



DAVID R. BLISS

DRB:

BCWRD Legal Counsel

cc: Terry Fleck, Chairman BCWRD  
Chris Koppang  
Marcus Hall, PE, County Engineer  
Houston Engineering, Inc.

C:\Users\Dave\Google Drive\Bliss Files\Burleigh County Water Resource 22-229\Emery Ltr. DRB 4-17-13.docx

David R. Bliss  
Attorney at Law

Jackie M. Stebbins  
Attorney at Law

Micheal A. Mulloy  
Attorney at Law



Catherine A. Bliss, CLA  
Certified Legal Assistant

Erica L. Pullen  
Legal Assistant

May 30, 2013

Mr. Dan Emery  
7245 Russell Road  
Bismarck, ND 58501

**RE: NOTICE OF DECISION AND ORDER**  
**Complaint of Obstruction of Natural Watercourse**  
**Lot 7B Block 2, T-J Ranch Estates, Gibbs Township, Burleigh County**  
**Status of Appeal/Notice of Estimated Cost of Record Preparation**

Dear Mr. Emery:

On April 17, 2013, I sent you a letter by which I informed you that the May 1, 2013 deadline in the above-mentioned matter remained in force, and that you had failed to follow the procedures required under North Dakota law for an appeal of the District's decision. Since that time, I discovered that you did, in fact, file an appeal with the District Court Clerk long after the allowable period for such an appeal. You did not serve notice upon the District as required by law nor did you file and serve specifications of error upon the District, also required by law.

Nonetheless, now that the District has notice of your filing, I wish to inform you that the estimated cost of preparation and filing of the entire record of the proceedings before the District is in the amount of \$450. Please make arrangements for payment of this amount to the Burleigh County Water Resource District. Upon the District's receipt of this payment, the District will then prepare and file an original or certified copy of the proceedings with the district court clerk.

I understand that you do not now have legal counsel to represent you in this matter. Should you retain counsel, please let me know immediately and I will thereafter communicate only with your attorney.

Sincerely,

  
DAVID R. BLISS

DRB:

BCWRD Legal Counsel

cc: Terry Fleck, Chairman BCWRD (by electronic mail only)

Chris Koppang

Houston Engineering, Inc. (by electronic mail only)



STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURLEIGH

SOUTH CENTRAL JUDICIAL DISTRICT

CIVIL NO.: 08-2013-CV-00604

Daniel Owen Emery and	)
Trisha Ann Emery,	)
	)
Plaintiffs and Appellants,	)
vs.	)
	)
Burleigh County Water	)
Resource District,	)
	)
Defendant and Appellee.	)

ELECTRONICALLY  
FILED

---

**ORDER TO DISMISS SUA SPONTE**

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[1] The court, having received and reviewed Defendant and Appellee Burleigh County Water District's motion to dismiss sua sponte the above entitled action; having reviewed all of the records and files in this case and being otherwise advised in the premises,

[2] HEREBY ORDERS that the appellant's action is hereby DISMISSED.

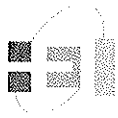
Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

BY THE COURT:

\_\_\_\_\_  
Sonna M. Anderson

52





July 30, 2013

Thomas Murphy  
5600 Praireewood Drive  
Bismarck, ND 58504

Justin Berger  
4610 Pinewood Loop  
Bismarck, ND 58504

Re: Drainage Complaint – Lot 9, Block 2 and Lot 8, Block 1, Praireewood Estates

Dear Mr. Murphy and Mr. Berger:

In response to your inquiries, the Burleigh County Water Resource District requested us to evaluate your drainage complaints, report our findings to the Board, and subsequently provide this summary to you. After completing an onsite inspection, along with Cary Backstrand, BCWRD Manager and Marcus Hall, County Engineer, it was determined the ponded waters creating your concerns are located entirely within designated stormwater easements. The Storm Water Management Plan (SWMP) for this area, completed in February 1, 1999, includes these designated easements, which are shown on the final plat (see enclosed). These storm water easements were designated to contain runoff from the developed properties by storing and infiltrating into the natural topography. These easements were necessary as there is no defined drainage path to convey these waters to a downstream watercourse. There was no requirement to excavate onsite storage in these locations, and groundwater is not part of the SWMP review process.


Subsequently, it was determined the existing conditions are in compliance with the SWMP, within your lots, and no modifications are required. Unfortunately this does not resolve the concerns related to ponded waters, loss of trees and impacts to your residences. While there are alternatives that might address these concerns, these are not the BCWRD's responsibility to resolve. We understand drainage issues west and north of your properties have also been a concern in the past. The drainage channel with the designated easement north of Praireewood Drive is presently filled with cattails and likely does not function very well. This drainage channel is located on private property and there is no maintenance authority, subsequently it remains the property owner's responsibility. A previous letter on this issue is enclosed for your information.

If you wish to pursue a constructed solution, we suggest you contact an engineering firm willing to assist in evaluating the alternatives. Any solution likely requires modifying the 1999 SWMP, which then requires review and approval by the City of Lincoln and County Engineer. If it is true that a number of neighbors are interested in seeking a long term solution, then there may be support to move a project forward. Again understand that the FAA requirements governing the creation of wildlife hazards within 10,000 feet of the City of Bismarck Airport's air operations area may limit some alternatives.

Thomas Murphy  
Justin Berger  
Re: Drainage Complaint – Lot 9, Block 2 and Lot 8, Block 1, Prairewood Estates  
July 30, 2013  
Page 2

This information is being forwarded to Marcus Hall, Burleigh County Engineer (221-6873) as the roadways in this subdivision are under his jurisdiction, and to Brad Krogstad, Lincoln City Engineer, has the City of Lincoln who has authority over the SWMP compliance questions. If you have any additional questions, please let me know.

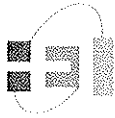
Sincerely,



Michael H. Gunsch, PE  
Senior Project Manager

Enclosures

cc: BCWRD Board Members  
Marcus Hall, Burleigh County Engineer  
Brad Krogstad, Lincoln City Engineer  
HEI No. 4241-000-003



July 29, 2013

Kevin Forde  
3421 Bottom Road  
Bismarck, ND 58501

Re: Drainage Inquiry - 3421 Bottom Road, Lot 1, Block 4, High Plains Country Estates

Dear Mr. Forde:

In response to your web site inquiry to the Burleigh County Water Resource District we were requested to evaluate and respond to your drainage question. Under existing conditions runoff from your lot is directed north along the east side of Bottom Road. These waters then drain west under Bottom Road along the south side of Burleigh Avenue, to a culvert that then drains north into the Lincoln Oakes Nursery property. Given current topography, runoff will pond in the depressional area north of the road eventually infiltrating or overflowing north into Cottonwood Park Lake. We did not evaluate the culvert under Burleigh Avenue, but know that it was extended on the north side when the pedestrian trail was constructed. Prior to that it was known to have been partially obstructed, however, we are not aware if this was corrected as part of the trail project. We noted standing water along the south side of the Burleigh Avenue ROW during our inspection, which we understand is part of your concern.

The current stormwater master plan for this area includes a stormwater easement south on the west side of the church property, as shown on the enclosed drawing, however this easement is for overflows waters from the north as part of a larger floodwater removal.

We are forwarding this information to Marcus Hall, Burleigh County Engineer (221-6873) for further consideration, as these roadways are under his jurisdiction. It is anticipated a review of the culvert's condition will be conducted to determine if there is any obstruction that could be resolved to remove or lower standing waters in the roadway ditch. Any work you are considering within the existing roadway right-of-way will require authorization from the County Engineer.

If you have any additional questions, please let me know.

Sincerely,

Michael H. Gunsch, PE  
Senior Project Manager

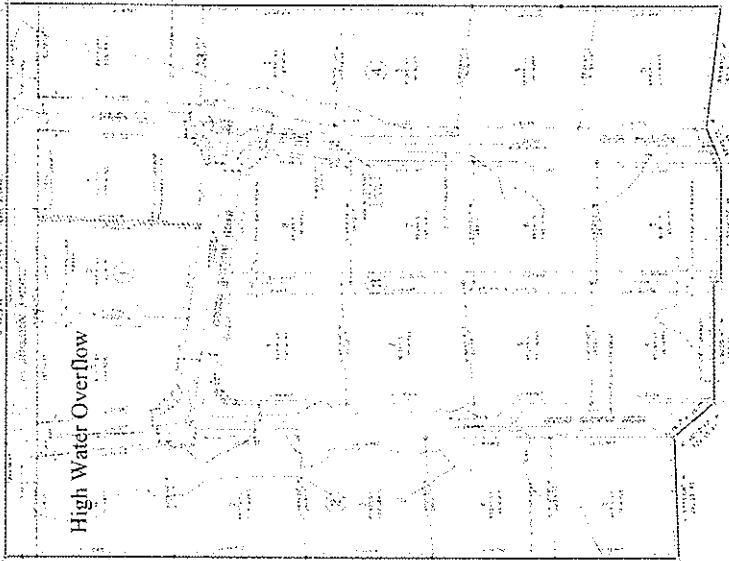
Enclosure

cc: BCWRD Board Members  
Marcus Hall, Burleigh County Engineer

18" Culvert Drains North into Lincoln Oakes Nursery Property

HIGH PLAINS COUNTRY ESTATES

RELEIGH COUNTY, NORTH DAKOTA  
Kevin Forde RECORDER IN THE LAST 1/2 OF SECTION 21, 11248 E89W, S18R20N, R20E, N104W, NORTH 24-00-14



1" = 100' (GRAPHIC SCALE)  
NORTH DAKOTA  
RELEIGH COUNTY

APPROVED FOR RECORDATION  
DATE: 11/15/2011  
BY: [Signature]

APPROVED FOR RECORDATION  
DATE: 11/15/2011  
BY: [Signature]

APPROVAL OF BOARD OF COUNTY COMMISSIONERS  
DATE: 11/15/2011  
BY: [Signature]

APPROVAL OF CITY COMMISSIONERS  
DATE: 11/15/2011  
BY: [Signature]

APPROVAL OF CITY COMMISSIONERS  
DATE: 11/15/2011  
BY: [Signature]

APPROVAL OF CITY COMMISSIONERS  
DATE: 11/15/2011  
BY: [Signature]

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DATE: 11/15/2011  
BY: [Signature]

APPROVAL OF CITY COMMISSIONERS  
DATE: 11/15/2011  
BY: [Signature]



**DRAINAGE COMPLAINT**  
(Pursuant to Section 61-32-07 NDCC)

1. \_\_\_\_\_ Water Resource District

2. Drain Location: \_\_\_\_\_ 1/4, \_\_\_\_\_ 1/4, Section \_\_\_\_\_, Twp. \_\_\_\_\_ N., Rge \_\_\_\_\_ W.  
**Note:** Include an aerial or topographical map that shows the exact location of the drainage activity.

3. Acreage drained: \_\_\_\_\_

Original drain construction date: \_\_\_\_\_

Drain revision date: \_\_\_\_\_ (if any)

Drain was constructed by: \_\_\_\_\_

Method of drainage: (circle one)    Ditching                      Pumping                      Filling

Receiving water course, if known: \_\_\_\_\_

4. This drain is resulting in:

a) Flooding of land owned by Complainant: \_\_\_\_\_

b) Other adverse effects: \_\_\_\_\_

Complaint Filed Against:    Name: \_\_\_\_\_

Address: \_\_\_\_\_

Complaint Filed By:        Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Complainant's Signature: \_\_\_\_\_

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

Mail to:                      Burleigh County Water Resource District  
                                    221 North 5<sup>th</sup> Street  
                                    Bismarck, ND 58501

**FOR BOARD USE ONLY**

The Board must act pursuant to Section 61-32-07 NDCC (closing a noncomplying drain) and make a decision within a reasonable time, but not to exceed 120 days. The Board shall notify all parties of its decision by certified mail.

1. Date complaint received: \_\_\_\_\_
2. Does the complainant have standing to file a complaint: \_\_\_\_\_ If not, why not?  
\_\_\_\_\_
3. Date of investigation: \_\_\_\_\_
4. Is the drainage area 80 acres or more? \_\_\_\_\_
5. Is there a permit? \_\_\_\_\_
6. Does the drain meet an exemption (which one)? \_\_\_\_\_
7. The year the drain was constructed: \_\_\_\_\_
8. Has the drain been improved since initial construction? \_\_\_\_\_
9. Board action: \_\_\_\_\_
10. Date drain must be closed: \_\_\_\_\_
11. Response of drainer: a) Date of Compliance: \_\_\_\_\_ b) Date of appeal:  
\_\_\_\_\_
12. Subsequent actions: \_\_\_\_\_



**FOR BOARD USE ONLY**

The Board must act pursuant to Section 61-16.1-51 NDCC (removal of obstructions to drain) The Board shall notify all parties of its decision by registered mail.

1. Date complaint received: \_\_\_\_\_

2. Date of investigation: \_\_\_\_\_

3. Does the obstructed waterway constitute a constructed drain or a watercourse in accordance with NDCC 61-01-06? \_\_\_\_\_

4. Is there a permit for the obstruction?  
\_\_\_\_\_

5. Board action: \_\_\_\_\_

6. Date obstruction must be removed: \_\_\_\_\_

7. Response of obstrucer: a) Date of Compliance: \_\_\_\_\_

b) Date of appeal: \_\_\_\_\_

8. Subsequent actions: \_\_\_\_\_

**NONCOMPLYING DAM OR DIKE COMPLAINT**  
(Pursuant to Section 61-16.1-53 NDCC)

1. \_\_\_\_\_ Water Resource District
2. Location of Dike or Dam: \_\_\_\_\_ 1/4, \_\_\_\_\_ 1/4, Section \_\_\_\_\_, Twp. \_\_\_\_\_ N., Rge \_\_\_\_\_ W.  
*Note: Include an aerial or topographical map that shows the exact location of the dike or dam or other device*
3. Name of Watercourse On Which Noncomplying Dam or Dike is Located (if any): \_\_\_\_\_
4. Type of Structure: (circle one)      Dam              Dike              Other Device  
Date of Construction: \_\_\_\_\_ (if known)  
Estimated Diverting Capacity: \_\_\_\_\_ (if known)  
Dam or Dike was constructed by: \_\_\_\_\_
5. This dam, dike, or other device is resulting in:
  - a) Flooding of land owned by Complainant: \_\_\_\_\_
  - b) Other adverse effects: \_\_\_\_\_

Complaint Filed Against: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Complaint Filed By: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Complainant's Signature: \_\_\_\_\_

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

Mail to:              Burleigh County Water Resource District  
                         221 North 5<sup>th</sup> Street  
                         Bismarck, ND 58501

**FOR BOARD USE ONLY**

The Board must act pursuant to Section 61-16.1-53 NDCC (removal of noncomplying dike or dam) The Board shall notify all parties of its decision by registered mail. A hearing is provided for in this section. The Board shall make a determination within 120 days of the filing of the complaint.

1. Date complaint received: \_\_\_\_\_

2. Date of investigation: \_\_\_\_\_

3. Does the dam, dike, or other device exceed the permitting threshold provided in NDCC 61-16.1-53?  
\_\_\_\_\_

4. Is there a permit for the dam, dike, or other device?  
\_\_\_\_\_

5. Board action: \_\_\_\_\_

6. Date dam, dike or other device must be removed:  
\_\_\_\_\_

7. Response of obstrucater: a) Date of Compliance: \_\_\_\_\_

b) Date of appeal: \_\_\_\_\_

8. Subsequent actions: \_\_\_\_\_

**ROADWAY OBSTRUCTION OR GENERAL WATER RESOURCE RELATED COMPLAINT**

1. \_\_\_\_\_ Water Resource District

2. Location of Area of Concern: \_\_\_\_\_ 1/4, \_\_\_\_\_ 1/4, Section \_\_\_\_\_, Twp. \_\_\_\_\_ N.,  
Rge \_\_\_\_\_ W.

**Note:** *Include an aerial or topographical map that shows the exact location*

3. Nature of Complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Nature of Damages: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Complaint Filed Against: Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Complaint Filed By: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Complainant's Signature: \_\_\_\_\_

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

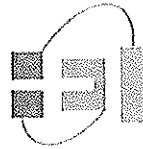
Mail to: Burleigh County Water Resource District  
221 North 5<sup>th</sup> Street  
Bismarck, ND 58501

**FOR BOARD USE ONLY**

1. Date complaint received: \_\_\_\_\_
2. Date of investigation: \_\_\_\_\_
3. Does the complaint involve a noncomplying dam, dike, or other device in NDCC 61-16.1-53?  
\_\_\_\_\_
4. Does the complaint involve an unauthorized drainage in accordance with NDCC 61-32-07?  
\_\_\_\_\_
5. Does the complaint involve an obstruction to a drain in accordance with NDCC 61-16.1-51?  
\_\_\_\_\_
6. Does the complaint involve violation of an approved Storm Water Management Plan?  
\_\_\_\_\_
7. Does the complaint involve a roadway?  
\_\_\_\_\_
8. Board action: \_\_\_\_\_
9. Date remedy required: \_\_\_\_\_
10. Response: a) Date of Compliance: \_\_\_\_\_ b) Date of appeal:  
\_\_\_\_\_
11. Subsequent actions: \_\_\_\_\_



# MRCC Levee



Houston Engineering Inc.

## Technical Memorandum

To: Terry Fleck, Chairman  
Burleigh County WRD

From: Craig Odenbach, PE  
Michael H. Gunsch, PE

Date: August 15, 2013

Subject: Missouri River Correction Center  
Assessment Options

With the conclusion of the recent legislative session, the amount of money available through the Department of Corrections for construction of the Missouri River Correctional Center Flood Control Project has been quantified. Subsequently, it is now necessary to develop an equitable approach for assessing the remaining costs to the private landowners.

The Department of Corrections included \$349,950 in their budget for their project contribution. This number was based on preliminary opinions of probable cost for the access roadway segment of the project, assuming that the State Water Commission cost share would be available for the grade raise portion of that segment, but not the pavement surfacing. Those original cost estimates have since been updated, and the revised breakdown is provided in the following table.

Project Item	Levee	Road		MRCC Contribution	Total Assessed Cost
		Grade Raise	Surfacing		
Construction	506,056	414,060	101,717		
Geotechnical	10,000	10,000			
Engineering	91,090	74,531	18,309		
Administration	40,485	33,125	8,137		
<b>Total Cost Without SWC</b>	<b>647,631</b>	<b>531,716</b>	<b>128,163</b>	<b>-\$349,950</b>	<b>957,560</b>
SWC Cost Share	-\$303,633	-\$248,436	0		
<b>Total Cost With Cost Share</b>	<b>343,998</b>	<b>283,280</b>	<b>128,163</b>	<b>-\$349,950</b>	<b>405,491</b>

Thus, with a contribution of \$349,950 from the Department of Corrections, the total cost to be assessed to private landowners is \$957,560, if no SWC cost share assistance is provided, or \$405,491 if the SWC were to provide cost share assistance in the amount of 60% of construction costs. This percentage is based on their current policy for eligible flood control projects.

We have prepared a potential assessment list which includes all lot owners north of 48<sup>th</sup> Avenue who would have been affected by the 2011 flood event, if no emergency measures had been taken to raise 48<sup>th</sup> Avenue and England Street. This includes an area east of Washington Street as illustrated in the map attached to this memorandum. Eliminating properties owned by the State of North Dakota leaves 154 parcels. A listing of these parcels is attached to this memorandum.

Two approaches for distributing the project cost readily come to mind. One approach is simply to divide the cost equally among all parcels. Another is to divide the cost among the landowners based on the acreage owned. There are some considerations, however, that need to be weighed when determining which approach is more appropriate. Most of the benefitted area is developed as rural residential, so a majority of the lots range generally between 1.5 acres and 2.5 acres, with outliers at either end. The largest lot within the benefitted area is 39.85 acres, owned by Dr. Robert Roswick. Then there are a handful of parcels that vary in size from 5 to 10 acres. On the other end of the spectrum, there are also a number of very small parcels owned by SouthBay Development that are 0.1 acre in size, along with a few others at less than 0.5 acre. It is possible the SouthBay lots may be filled to levels equal to other portions of the development prior to the levee being constructed, in which case they would not be assessed.

If costs were equally spread across all parcels, each parcel would be assessed \$2,616, if State Water Commission cost share assistance is provided, and \$6,179 if no cost share assistance is provided. The downside to this approach is that the extremely small parcels would be assessed the same as the 40 acre parcel, which many may view as being less than equitable.

If costs were assessed based on acreage, the majority of lots would be assessed from \$3,000 to \$6,000 with the very small parcels being assessed less than \$1,000, even without SWC cost share assistance. The downside to this approach is that the 40 acre parcel would be assessed as much as \$43,070, if cost share assistance is obtained and as much as \$101,709 with no cost share assistance. The assessments for the 10 acre lots would similarly vary between \$10,000 and \$25,000 depending on the availability of assistance. This appears to be inconsistent with the statutory directive to assess based on benefit received.

One alternative to address the widely varying lot sizes is to vary the assessment percentages between the smallest and the largest lots. This approach would be based on the intent of statutory language that assessments are to be based on "benefits received". In the case of the smallest lots, they are not receiving the same level of benefit, given their lack of suitability for residential use. For the largest lots, they contain only one residence even though the acreage is much larger. These larger lots may one day be subdivided, in which case it would be equitable to assess them more. However, future subdivision of these properties can be addressed through the reassessment process as outlined under *NDCC 61-16.1-26 Reassessment of benefits*. (see attached).

The approach that has generally been followed by the BCWRD in developing local flood control projects has been to assess equally regardless of lot size, unless there are some mitigating circumstances that justify varying the percentages based on benefits. In this case the lot size outliers need to be addressed. The approach we have developed would assess all lots between 5 acres and 1 acre in size at 50% with the lots between 5 acres and 10 acres in size assessed at 75%, lots greater than 10 acres assessed at 100% and lots smaller than 1 acre assessed at 10%. This accounts for the fact that the larger lots receive a greater benefit because they have more area being protected and the smaller lots are receiving a much smaller benefit given their small size and, in some instances, their unsuitability for residential development. The following table summarizes the resulting projected assessments obtained using this approach.

Lot Size	Percent Assessment	No SWC Cost Share	w/SWC Cost Share
> 10 acres	100%	\$12,468	\$5,280
10 < > 5 acres	75%	\$9,351	\$3,960
5 < > 1 acres	50%	\$6,234	\$2,640
< 1 acre	10%	\$1,247	\$528

A spreadsheet listing the potential assessments for the three alternative approaches is attached to this memorandum.

Once the Board determines how they wish to approach the assessment (benefit) distribution the following steps can be considered to advance this project:

- Establish the project under NDCC 61-16.1 (optional)
- Hold a Public Informational Meeting (PIM) to present the proposed assessment district and then establish the project under NDCC 61-16.1 (recommended)
- Finalize Assessment District after public comments from PIM
- Advertise and hold Public Hearing
- If positive vote obtained – proceed with design plans
- Secure easements from MRCC and private landowners
- Request State Water Commission Cost Share
- Advertise for construction in 2014

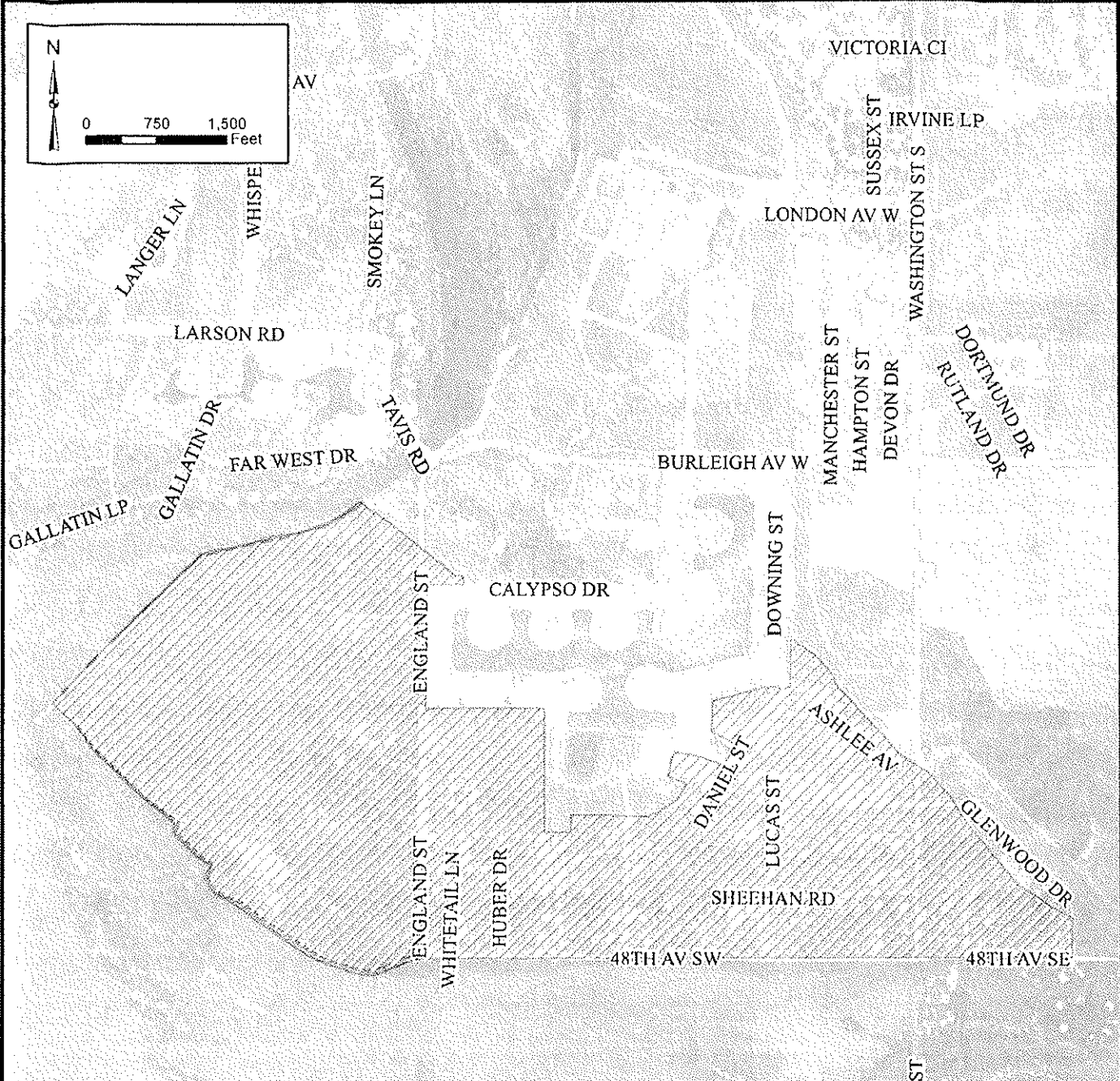
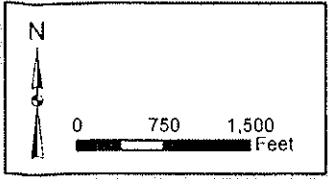
68

**61-16.1-26. Reassessment of benefits.**

The water resource board may hold at any time or, upon petition of any affected landowner or political subdivision which has been assessed after a project has been in existence for at least one year, shall hold a hearing for the purpose of determining the benefits of such project to each tract of land affected. At least ten days' notice of the hearing must be given by publication in the newspaper or newspapers having general circulation in the district and in the official

county newspaper of each county in which the benefited lands are located and by mailing notice thereof by ordinary mail to each owner of land whose assessment is proposed to be raised as determined by the records of the recorder or county treasurer. The provisions of this chapter governing the original determination of benefits and assessment of costs apply to any reassessment of benefits carried out under this section. The board may not be forced to make such reassessment more than once every ten years, nor may any assessment or balance thereof supporting a project fund be reduced or impaired by reassessment or otherwise so long as bonds payable out of such fund remain unpaid and moneys are not available in such fund to pay all such bonds in full, with interest. Costs of maintenance must be prorated in accordance with any plan for reassessment of benefits that has been adopted.

Path: T:\6025-XXX\Burleigh County Water Resource District\6025-012 MRCC Flood Control\GIS\Maps\District Boundary Map 2011 Flood Elevation.mxd



**Legend**

- Protected Area 1635.65
- MRCC Levee

**FIGURE 5 - MRCC LEVEE PROTECTION AREA**

Drawn	Drawn By	Checked By	Project No.	Date
AS SHOWN	NRC	MHG	6025-012	7/10/2013

Parcel_ID	Owner	Property_1	Mail_Addre	Mail_Add_1	Mail_City_	Mail_Zipco	Sq_Ft	Acres	
38-138-80-00-19-239	STATE OF ND	1805 SW 48TH AV		N/A	BISMARCK ND	58505	1745851.84	40.08	
38-138-80-00-20-610	HOSWICK, ROBERT J & JULIE F	4215 ENGLAND ST		4215 ENGLAND ST	BISMARCK ND	58504-8970	1735077.62	38.88	
38-138-80-00-19-421	STATE OF NORTH DAKOTA						1667991.03	38.29	
38-138-80-00-19-411	STATE OF NORTH DAKOTA						1467265.47	33.68	
38-138-80-00-19-811	STATE OF NORTH DAKOTA						953015.66	21.88	
38-138-80-00-19-431	STATE OF NORTH DAKOTA						448831.82	10.30	
38-138-80-00-20-875	ESHO, NORMAN S & JUDY D	680 SW 48TH AV		680 48TH AVE SW	BISMARCK ND	58504-8959	434984.40	9.99	
38-138-80-00-19-830	ECKROTH, RODNEY & LUWAINA	4330 ENGLAND ST		4220 ENGLAND ST	BISMARCK ND	58504-8962	430140.45	9.92	
38-138-80-00-19-825	JACOBSON, LAURIE W & TERRY C	4310 ENGLAND ST		4030 ENGLAND ST	BISMARCK ND	58504	227164.46	7.51	
38-138-80-00-19-600	MILLER, DENNIS S & TAMARA M	4030 ENGLAND ST		4110 ENGLAND ST	BISMARCK ND	58504-8960	227264.65	5.12	
38-138-80-14-01-010	BLOTSKE, ALLEN & JOAN H	4110 ENGLAND ST		4500 THORNBERG DR	BISMARCK ND	58504	221404.47	5.08	
38-138-80-00-01-010	HUBER, GARY L & GEORGIE ANN	4500 THORNBERG DR		4220 ENGLAND ST	BISMARCK ND	58504-8963	217812.72	5.00	
38-138-80-22-01-010	JACOBSON, TERRY C & LAUREN W	4220 ENGLAND ST					186201.62	4.27	
38-138-80-00-19-441	STATE OF NORTH DAKOTA						185366.41	4.26	
38-138-80-00-20-886	SIEMS, BURT F & EMMA & SIEMS, P	580 SE 48TH AV	HENRY J & AGNES	222 W OWENS AV	BISMARCK ND	58501	179440.81	4.17	
38-138-80-35-02-080	LADUCER, JAMES K & SUSAN C	4626 EARHART LA		4616 EARHART LN	BISMARCK ND	58504-7681	172827.11	3.99	
38-138-80-00-20-200	SANTA FE LLP			PO BOX 520	BISMARCK ND	58502	167637.10	3.85	
38-138-80-00-01-010	FERDNER, WAYNE R & JACQUI J	3550 ENGLAND ST		3550 ENGLAND ST	BISMARCK ND	58504-8967	156469.78	3.60	
38-138-80-61-01-010	LARSON, DAVID X & DEBORAH A	3600 ENGLAND ST		3600 ENGLAND ST	BISMARCK ND	58504	147860.04	3.39	
38-138-80-00-19-255	SANDERS, BONNIE	3910 ENGLAND ST		3910 ENGLAND ST	BISMARCK ND	58504-8969	146944.30	3.37	
38-138-80-35-03-030	REUTHER, WAYNE A & KAREN L	4746 GLENWOOD DR		4746 GLENWOOD DR	BISMARCK ND	58504-8966	135594.22	3.11	
38-138-80-00-19-250	MILLER, RANDALL R & ELZABETH	3910 ENGLAND ST		3518 ENGLAND ST	BISMARCK ND	58504-8969	134453.42	3.09	
38-138-80-00-19-260	FAZEKAS, MICHAEL & LORETTA	3906 ENGLAND ST		3906 ENGLAND ST	BISMARCK ND	58504	127155.64	2.92	
38-138-80-00-19-270	WESTERN, MINDY ETAL LE TO	3912 ENGLAND ST	HOLZNAGEL, HAROLD SJANYCE	612 RAYMOND ST	BISMARCK ND	58501-3439	107854.79	2.48	
38-138-80-00-19-275	CHRISTIANSON, MARILYN M	3508 ENGLAND ST		3201 N COLORADO DR	BISMARCK ND	58503	105001.58	2.43	
38-138-80-00-01-040	HUBBARD, MATTHEW & GWEN	3710 ENGLAND ST		3710 ENGLAND ST	BISMARCK ND	58504-8958	104327.60	2.40	
38-138-80-01-01-010	WETCH, TIMOTHY P & CARLA M	3924 ENGLAND ST		3924 ENGLAND ST	BISMARCK ND	58504-7679	103720.94	2.31	
38-138-80-35-03-010	WARTELL, IRENE M	4733 EARHART LA		4733 EARHART LN	BISMARCK ND	58504-7679	99279.88	2.29	
38-138-80-61-01-030	BOGERT, MARK W & DEBORAH	3700 ENGLAND ST		3700 ENGLAND ST	BISMARCK ND	58504-8966	96708.81	2.22	
38-138-80-35-03-070	SKJONSBY, RICHARD W & KVANDE, DEBORAH	4646 GLENWOOD DR	CHARMAINE M	PO BOX 4105	BISMARCK ND	58502-4105	94861.45	2.18	
38-138-80-00-20-890	MICHAEL BAUMGARTNER CONST INC	303 GLENWOOD DR		202 E 3RD AVE S	CAVALIER ND	58220-4205	93529.35	2.15	
38-138-80-03-04-030	SENGER, BRYAN L & LORRAINE F	213 GLENWOOD DR		1414 INDUSTRIAL DR	BISMARCK ND	58501	90745-1308	93505.32	2.15
38-138-80-24-04-020	BURTNESS, JASON & JORJA	4440 THORNBERG DR		308 ASHLEE AVE	BISMARCK ND	58504	89501.18	2.15	
38-138-80-02-03-020	MEYHOFF, BRUCE & ROBIN	4601 HUBER DR		2308 MARINA RD	MANDAN ND	58554	89489.89	2.15	
38-138-80-05-01-030	NELSON, E&S WELSON BUILDERS	1700 SCOUT ST		4601 HUBER DR	BISMARCK ND	58504	87119.25	2.00	
38-138-80-35-02-050	LADUCER, JAMES K & SUSAN C	4535 EARHART LA		3710 ENGLAND ST	BISMARCK ND	58504-8968	87119.25	2.00	
38-138-80-02-03-010	MUEHLER, MICHAEL & SUSAN	4501 HUBER DR		4516 EARHART LN	BISMARCK ND	58504-7681	85571.71	2.05	
38-138-80-02-03-030	SCHWEDT, THOMAS & CARISSA	4701 HUBER DR		1308 N 11TH ST	BISMARCK ND	58501-2704	85073.58	2.03	
38-138-80-02-01-040	DINGUS, PATRICK & ROSALIE	4512 WHITE TAIL LA		4512 WHITE TAIL LA	BISMARCK ND	58504	85073.58	2.03	
38-138-80-02-01-050	HALCROW, MICHAEL L	4430 WHITE TAIL LA		407 F BRADRICK DR	CARSON CA	90745-1308	85073.58	2.03	
38-138-80-02-01-010	HEINERT, TED & NAMETTE	4704 WHITE TAIL LA		3749 MONTREAL ST	BISMARCK ND	58501	85073.58	2.03	
38-138-80-09-01-030	GOETZFRIED, DARRIN M & TRACEY A	230 SHEEHAN RD		230 SHEEHAN RD	BISMARCK ND	58504-8972	85073.58	2.03	
38-138-80-02-01-030	BOND, ROBERT & VIRGEAN	4520 WHITE TAIL LA		4520 WHITE TAIL LN	BISMARCK ND	58504-8600	85073.58	2.03	
38-138-80-02-01-020	KOVASH, TODD M & KRISTI J	4604 WHITE TAIL LA		4604 WHITE TAIL LN	BISMARCK ND	58504	85073.58	2.03	
38-138-80-00-19-220	NELSON, JEFFREY M & MARY ELLEN	3640 ENGLAND ST		3640 ENGLAND ST	BISMARCK ND	58504-8961	85073.58	2.03	
38-138-80-03-01-040	SENGER, BRYAN L & LORRAINE	308 ASHLEE AV		308 ASHLEE AVE	BISMARCK ND	58504-8827	85073.58	2.03	
38-138-80-03-01-050	SCHANER, ROBIN L & LAMIE E	400 ASHLEE AV		400 ASHLEE AVE	BISMARCK ND	58504-8831	85073.58	2.03	
38-138-80-03-01-010	SPLONSKOWSKI, TIMOTHY	106 ASHLEE AV		825 LAMBTON AVE #3	BISMARCK ND	58504	85073.58	2.03	
38-138-80-00-20-880	HORST, DELANE JACK	540 SW 48TH AV		540 48TH AVE SW	BISMARCK ND	58504-8958	85073.58	2.03	
38-138-80-00-20-894	SLETTEN, OLE T & GINGER, RANEE	310 SW 48TH AV		2500 RIVER RD	HENSLER ND	58530-9500	85073.58	2.03	
38-138-80-35-03-030	WAGNER, FRANKLIN & ANGELINE	4611 EARHART LN		4611 EARHART LN	BISMARCK ND	58504-7681	85073.58	2.03	
38-138-80-02-02-040	FROELICH, MARK & CAROL	4701 WHITE TAIL LA		4701 WHITE TAIL LN	BISMARCK ND	58504	85073.58	2.03	
38-138-80-09-02-010	FISCHER, RANDAL L & STACY J	201 SHEEHAN RD		201 SHEEHAN RD	BISMARCK ND	58504-8972	85073.58	2.03	
38-138-80-35-02-060	LADUCER, JAMES K & SUSAN C	4616 EARHART LN		4616 EARHART LN	BISMARCK ND	58504-7681	85073.58	2.03	
38-138-80-03-02-010	GEIGER, DANIEL & MARILYN	4026 DANIEL ST		1702 W WICHITA DR	BISMARCK ND	58504	85073.58	2.03	
38-138-80-35-02-010	LADUCER, JAMES K & SUSAN C	4404 GLENWOOD DR		4616 EARHART LN	BISMARCK ND	58504-7681	85073.58	2.03	
38-138-80-04-04-060	CLARK, JESSE D & SARA M	4405 LUCAS ST		4405 LUCAS ST	BISMARCK ND	58504	85073.58	2.03	
38-138-80-03-04-040	WELTON, MATTHEW J & >	319 GLENWOOD DR	WISDOM, MARISSA	319 GLENWOOD DR	BISMARCK ND	58504-8025	85073.58	2.03	
38-138-80-03-04-020	HEPPER, RUTH	4314 LUCAS ST		4314 LUCAS ST	BISMARCK ND	58504	85073.58	2.03	
38-138-80-35-03-020	FFTC, KENNETH	4701 EARHART LA		4701 EARHART LN	BISMARCK ND	58504-7679	85073.58	2.03	
38-138-80-03-03-070	WERNER, JACK A & BONNIE L	310 GLENWOOD DR		39 CAPTAIN MARSH DR	MANDAN ND	58554	85073.58	2.03	
38-138-80-24-02-040	OLHEISER, CAYEY & LACEY	4435 THORNBERG DR		150 BURKE DR	UNION ND	58504	85073.58	2.03	
38-138-80-03-04-110	WOODKE, STEVEN P & LEAH R	320 SHEEHAN RD		4306 DANIEL ST	BISMARCK ND	58504	85073.58	2.03	
38-138-80-03-04-010	TURNER, MICHAEL & DONNA M	119 GLENWOOD DR		3650 HEARTWOOD LANE	MALBOURN FL	32934	85073.58	2.03	
38-138-80-03-06-070	HODGE, TIFFANY A	4520 LUCAS ST		409 SOUTHWOOD AVE	BISMARCK ND	58504-6258	85073.58	2.03	
38-138-80-03-04-120	TABORSKY, LARRY & AMY	413 COURTNEY CI		2228 HOOVER AVE	BISMARCK ND	58501-2357	85073.58	2.03	
38-138-80-03-03-090	SENGER, BRYAN L & LORRAINE F	418 GLENWOOD DR		308 ASHLEE AVE	BISMARCK ND	58504	85073.58	2.03	
38-138-80-03-06-080	SCHUMACHER, BRUCE	526 SHEEHAN RD		1744 BORN BLVD	BISMARCK ND	58504-7013	85073.58	2.03	
38-138-80-03-05-010	SAND, ROSELLEN M	527 SHEEHAN RD		527 SHEEHAN RD	BISMARCK ND	58504	85073.58	2.03	
38-138-80-03-03-020	KLEIN, JEROME & HELEN	407 ASHLEE AV		1706 SO RENO DR	BISMARCK ND	58504-7004	85073.58	2.03	
38-138-80-02-02-020	DAHL, NORMAN & AMY	4604 HUBER DR		3117 DEVON DR	BISMARCK ND	58504-7609	85073.58	2.03	
38-138-80-03-03-040	KASFMAN, LENORE	223 ASHLEE AV		223 ASHLEE AVE	BISMARCK ND	58504	85073.58	2.03	
38-138-80-03-04-050	DOUGHERTY, MARK & MARLYN J	409 GLENWOOD DR		409 GLENWOOD DR	BISMARCK ND	58504-8026	85073.58	2.03	
38-138-80-03-03-010	STEFFES, CLARENCE & MAR JO	4115 DANIEL ST		4115 DANIEL ST	BISMARCK ND	58504	85073.58	2.03	
38-138-80-03-03-080	STEWART, NATHAN J & KATIE C	328 GLENWOOD DR		824 W AVENUE B	BISMARCK ND	58501	85073.58	2.03	
38-138-80-03-06-010	KELLER, KEN & MARION	4309 DANIEL ST		3723 RUSSETT LN	NORTHBROOK IL	60062-4254	85073.58	2.03	
38-138-80-03-03-050	KLEIN, JASON	201 ASHLEE AV		2121 SUNDANCER PL #1	MANDAN ND	58554	85073.58	2.03	
38-138-80-03-03-100	KISSE, JOHN A	512 GLENWOOD DR		PO BOX 562	BISMARCK ND	58502-0562	85073.58	2.03	
38-138-80-03-05-020	SCHOCK, DARIN L & STACY L	509 SHEEHAN RD		509 SHEEHAN RD	BISMARCK ND	58504	85073.58	2.03	
38-138-80-03-03-060	FRYSLEY, THOMAS F & JUDITH H	218 GLENWOOD DR		218 GLENWOOD DR	BISMARCK ND	58504	85073.58	2.03	
38-138-80-03-03-030	ELL, TODD & LORI	4516 EARHART LN		2519 COOLIDGE AVE	BISMARCK ND	58501-2764	85073.58	2.03	
38-138-80-03-07-010	WOODKE, STEVEN P & LEAH R	4306 DANIEL ST		4306 DANIEL ST	BISMARCK ND	58504	85073.58	2.03	
38-138-80-03-05-030	WEATHERLY, BRENT & PATTY	421 SHEEHAN RD		PO BOX 56	GLEN ULLIN ND	58631	85073.58	2.03	
38-138-80-02-02-010	DAHL, NORMAN & AMY	4601 WHITE TAIL LA		3117 DEVON DR	BISMARCK ND	58504-7609	85073.58	2.03	
38-138-80-89-01-020	KLEIN, MARK & RENEA	200 SHEEHAN RD		200 SHEEHAN RD	BISMARCK ND	58504-8972	85073.58	2.03	
38-138-80-02-02-030	TIBOR, JOHN	4704 HUBER DR		1008 25TH ST SE	MANDAN ND	58554-5087	85073.58	2.03	
38-138-80-24-01-030	MUEHLER, WAYNE A	4530 THORNBERG DR		4530 THORNBERG DR	BISMARCK ND	58504-8808	85073.58	2.03	
38-138-80-24-01-020	SPEIDT, JERRY & DONNA	4660 THORNBERG DR		4660 THORNBERG DR	BISMARCK ND	58504-8810	85073.58	2.03	
38-138-80-24-01-010	SIPP, TOM & KATHY	4744 THORNBERG DR		4744 THORNBERG DR	BISMARCK ND	58504-8812	85073.58	2.03	
38-138-80-00-20-810	SOUTH BAY DEVELOPMENT LLC			1805 HARBOR DR	BISMARCK ND	58504	85073.58	2.03	
38-138-80-24-02-010	LADUCER, JAMES K	4745 THORNBERG DR		4616 EARHART DR	BISMARCK ND	58504	85073.58	2.03	
38-138-80-24-02-030	ZAINHOFSKY, JON F & KAT L	4505 THORNBERG DR		4505 THORNBERG DR	BISMARCK ND	58504-8808	85073.58	2.03	
38-138-80-24-02-020	ZAINHOFSKY, FREDERICK J & MYRNA	4655 THORNBERG DR		1207 S 7TH ST	BISMARCK ND	58504-6556	85073.58	2.03	
38-138-80-24-04-010	SMITH, STEPHANIE A	4420 THORNBERG DR		4420 THORNBERG DR	BISMARCK ND	58504	85073.58	2.03	
38-138-80-24-03-030	BSALINBERGER, GARY S & JODY L	4607 DOWNING ST		4525 DOWNING ST	BISMARCK ND	58504-8804	85073.58	2.03	
38-138-80-24-02-070	LADUCER, SAUNA M & HOUSE, RYAN B	4730 DOWNING ST		4730 DOWNING ST	BISMARCK ND	58504	85073.58	2.03	
38-138-80-24-02-050	ROGSTAD, MYRON & PHYLLIS	4660 DOWNING ST		12150 145TH ST SE	BISMARCK ND	58504	85073.58	2.03	
38-138-80-24-02-060	COLLING, MICHAEL & JAN	4700 DOWNING ST		4700 DOWNING ST	BISMARCK ND	58504-8816	85073.58	2.03	
38-138-80-89-01-010	STUMPF, DANA	110 SHEEHAN RD		110 SHEEHAN RD	BISMARCK ND	58504-8978	85073.58	2.03	
38-138-80-24-03-040	BRAUNBERGER, GARY S & JODY L	4525 DOWNING ST		4525 DOWNING ST	BISMARCK ND	58504-8804	85073.58	2.03	
38-138-80-24-03-010	BEAN, DAMIAN & LISA	4735 DOWNING ST		4735 DOWNING ST	BISMARCK ND	58504-8817	85073.58	2.03	
38-138-80-24-03-020	HELLMAN, KORY D & TANIA	4705 DOWNING ST		4705 DOWNING ST	BISMARCK ND	58504	85073.58	2.03	
38-138-80-24-03-050	NEUMANN, CASEY J & GFNA M	4429 DOWNING ST		4429 DOWNING ST	BISMARCK ND	58504	85073.58	2.03	
38-138-80-06-01-010	NELSON, GREGORY T	3760 ENGLAND ST		3760 ENGLAND ST	BISMARCK ND	58504-8968	85073.58	2.03	
38-138-80-06-01-020	NELSON, GREGORY T								

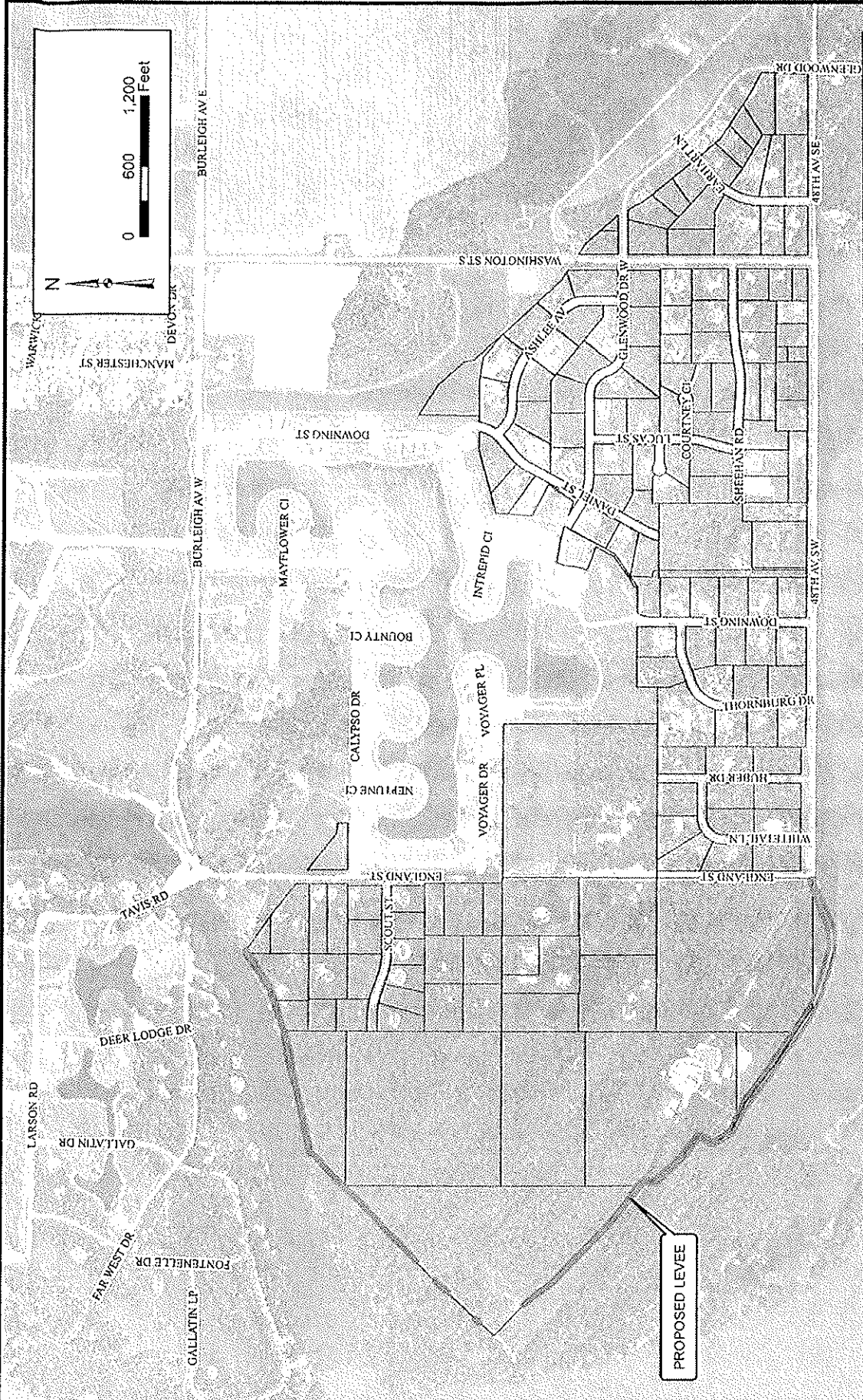
38-138-80-35-02-100	STUMPF, CLIFFORD J	4730 EARHART LA	4730 EARHART LN	BISMARCK ND	58504-7679	84642.05	1.94
38-138-80-05-02-020	SCHMITZKE, GARY & BARBARA	4714 DANIEL ST	4114 DANIEL ST	BISMARCK ND	58504-8845	82295.95	1.91
38-138-80-00-20-020	ESHCO, NORMAN S & JUDY D	680 SW 48TH AV	680 48TH AVE SW	BISMARCK ND	58504-8959	83987.99	1.91
38-138-80-73-01-010	HAUSAUER, LORI J	4430 S WASHINGTON ST	4430 S WASHINGTON ST	BISMARCK ND	58503-8010	83058.62	1.91
38-138-80-89-02-020	REICHERT, MATHEW E & SHELLY M	231 SHEEHAN RD	231 SHEEHAN RD	BISMARCK ND	58504	80849.92	1.85
38-138-80-05-01-030	MITTLEIDER, RANDALL K &	216 ASHLEE AV	216 ASHLEE AVE	BISMARCK ND	58504	75594.90	1.83
38-138-80-06-02-060	TORGERSO, EARL T & PAMELA J	1733 SCOUT ST	1733 SCOUT ST	BISMARCK ND	58504-8848	77415.13	1.78
38-138-80-76-01-010	MOSE, WADE & LYNN	3425 ENGLAND ST	1105 W BURLEIGH AVE	BISMARCK ND	58504	76663.24	1.76
38-138-80-00-19-265	CHRISTAINSON, THOMAS ETAL		3201 N COLORADO DR	BISMARCK ND	58503	74345.43	1.71
38-138-80-00-19-240	SANDERS, BONNIE		3910 ENGLAND ST	BISMARCK ND	58504-8969	74011.38	1.70
38-138-80-00-01-060	ANDRE, ANN	1740 SCOUT ST	2200 FAR WEST DR	BISMARCK ND	58504-8835	72431.17	1.66
38-138-80-35-02-020	PUKLICH, DOROTHY L	4444 GLENWOOD DR	4444 GLENWOOD DR	BISMARCK ND	58504-8067	72076.46	1.65
38-138-80-00-20-850	LANGER, GARY L	4620 S WASHINGTON ST	4620 S WASHINGTON ST	BISMARCK ND	58504-8914	71528.27	1.64
38-138-80-00-20-888	FODE, ALBERT R	380 SW 48TH AV	380 48TH AVE SW	BISMARCK ND	58504	71503.88	1.64
38-138-80-03-05-040	RYNJOLFSON, JOHN & CHERI	4403 DANIEL ST	1428 EAGLES VIEW LN	BISMARCK ND	58503	70768.05	1.61
38-138-80-03-05-030	ARTZ, JONATHAN D & LOREN L	506 KAMBRI CI	506 KAMBRI CI	BISMARCK ND	58504-7511	70555.94	1.62
38-138-80-03-04-090	HARTMAN, CINDY	331 COURTNEY CI	1501 MICHIGAN AVE	BISMARCK ND	58504	70511.35	1.62
38-138-80-03-07-030	RED DOOR HOMES OF BISMARCK LLC	4406 DANIEL ST	3100 N 14TH ST	BISMARCK ND	58503	69730.11	1.60
38-138-80-05-02-050	TORGERSON, EARL T & PAMELA J	1717 SCOUT ST	1733 SCOUT ST	BISMARCK ND	58504-8849	69548.08	1.60
38-138-80-35-03-040	AXVIG, RANDY & SUSAN	4550 GLENWOOD DR	4550 GLENWOOD DR	BISMARCK ND	58504-8000	69111.37	1.59
38-138-80-00-20-605	NEUMANN, CASEY & GENA &		4429 DOWNING ST	BISMARCK ND	58504	69080.04	1.59
38-138-80-03-07-020	THOMPSON, ROGER W & SANDY K	4324 DANIEL ST	4324 DANIEL ST	BISMARCK ND	58504-8825	67756.73	1.56
38-138-80-03-05-040	ELSBERRY, TERRY & JULIE	325 SHEEHAN RD	3900 HWY 2 & 52 W	MINOT ND	58701	66299.32	1.52
38-138-80-06-01-050	HUBBARD, MATTHEW & GWEN	1730 SCOUT ST	3710 ENGLAND ST	BISMARCK ND	58504-8968	66092.71	1.52
38-138-80-03-06-050	BOECKEL, TRAVIS L & ALICIA M	517 KAMBRI CI	517 KAMBRI CIR	BISMARCK ND	58504	65710.21	1.51
38-138-80-06-02-030	FRESZLER, DALE & KRISTI	1617 SCOUT ST	1617 SCOUT ST	BISMARCK NG	58504-8813	65490.43	1.50
38-138-80-03-06-050	HILL, JASON D	505 KAMBRI CI	PO BOX 273	STANTON ND	58571	65355.53	1.50
38-138-80-03-04-080	WOODKIL, STEVEN P & LEAH R	324 COURTNEY CI	4306 DANIEL ST	BISMARCK ND	58504	65266.36	1.50
38-138-80-06-02-040	HEINERT, RAYMOND A & BECKY K	2701 SCOUT ST	1701 SCOUT ST	BISMARCK ND	58504	65253.38	1.50
38-138-80-06-02-020	GCS PTY LTD THE HOTSPUR TRUST	2601 SCOUT ST	1517 SCOUT ST.	BISMARCK, ND	58504	65252.03	1.50
38-138-80-06-07-010	HARELAND, COLLEEN K & >	1517 SCOUT ST	BARNES, ANTONY	BISMARCK, ND	58504	65252.03	1.50
38-138-80-73-01-020	THOMPSON, ROBERT W & LAVFRNE	4410 S WASHINGTON ST	4410 S WASHINGTON ST	BISMARCK ND	58504-8010	65251.59	1.50
38-138-80-00-20-892	SLETTEN, OLE T & GIENGER, RANEE		2500 RIVER RD	HENS,LER ND	58530-9500	65242.44	1.50
38-138-80-03-04-100	FAHRNI, LOWELL & CORRIN	4420 S WASHINGTON ST	4420 S WASHINGTON ST	BISMARCK ND	58504	65218.02	1.50
38-138-80-03-04-070	CROTFAU, JAMES E & LYNN A	408 COURTNEY CI	1624 N LYNCH	MESA AZ	85207-3181	65117.37	1.49
38-138-80-03-01-010	LARSON, DAVID K & DEBORAH A		3600 ENGLAND ST	BISMARCK ND	58504	64495.41	1.48
38-138-80-03-02-030	WYNVEEN, JOSHUA A & KELLY L	4126 DANIEL ST	4126 DANIEL ST	BISMARCK ND	58504	59045.42	1.36
38-138-80-35-03-050	PUKLICH, ELYSE L & >	4570 GLENWOOD DR	4570 GLENWOOD DR	BISMARCK ND	58504	56818.72	1.30
38-138-80-35-02-040	LADUCER, JAMES K & SUSAN C	4504 EARHART LA	4616 EARHART LN	BISMARCK ND	58504-7681	56231.41	1.29
38-138-80-00-20-882	ZIMMERMAN, DOUGLAS & SHIRLEY	210 SW 48TH AV	4510 LAFAYETTE DR	BISMARCK ND	58503	53650.01	1.23
38-138-80-67-01-010	ZOLLER, WILLIAM & SHERYL	160 SW 48TH AV	160 SW 48TH AVE	BISMARCK ND	58504	53538.19	1.23
38-138-80-50-00-010	HARILDSTAD, DEBRICK & NICOLE	4730 S WASHINGTON ST	4730 S WASHINGTON ST	BISMARCK ND	58504-8016	53448.27	1.23
38-138-80-35-01-010	LEINIUS, NEIL C & JANE K	4403 GLENWOOD DR	1119 UNIVERSITY DR #1324	BISMARCK ND	58504	52742.31	1.21
38-138-80-35-02-030	PUKLICH, DOROTHY L	4488 GLENWOOD DR	4444 GLENWOOD DR	BISMARCK ND	58504	52688.73	1.21
38-138-80-03-01-020	STRIFEL, CHRISTOPHER J &	130 ASHLEE AV	81 1/2 1ST AVE NW	MANDAN ND	58554	51224.84	1.18
38-138-80-35-03-060	RAKOWSKI, RANDY L & JANA L	4620 GLENWOOD DR	4620 GLENWOOD DR	BISMARCK ND	58504-8003	51101.24	1.17
38-138-80-00-20-870	CITY OF BISMARCK	120 SW 48TH AV	221 N 5TH ST	BISMARCK ND	58501	37151.40	0.85
38-138-80-00-01-010	GJESTVANG, RORY	3500 ENGLAND ST	3500 ENGLAND ST	BISMARCK ND	58504-8957	35728.08	0.82
38-138-80-00-20-860	NELSON, STEVEN & WEIGEL, LUCILLE	280 SW 48TH AV	280 48TH AVE SW	BISMARCK ND	58504-8901	22670.12	0.52
38-138-80-00-20-855	LESTER, F SZIMMERMAN, DOUG		4510 LAFAYETTE DR	BISMARCK ND	58503	13077.53	0.30
38-138-80-05-01-020	SCHMIDT, DAN & MICHELLE	4423 GLENWOOD DR	1524 OMAHA DRIVE	BISMARCK ND	58504-7126	11550.71	0.27
38-138-80-03-02-040	SOUTHBAY DEVELOPMENT LLC	4212 DANIEL ST	1805 HARBOR DR	BISMARCK ND	58504	7888.54	0.18
38-138-80-03-07-025	SOUTHBAY DEVELOPMENT LLC		1805 HARBOR DR	BISMARCK ND	58504-8993	3810.27	0.09
38-138-80-03-07-035	SOUTHBAY DEVELOPMENT LLC		1805 HARBOR DR	BISMARCK ND	58505-8993	1845.10	0.04

Total Records 161  
Minus Government Properties 154





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**MRCC LEVEE - PROTECTED PARCELS**  
**BURLEIGH COUNTY, NORTH DAKOTA**

Scale	Drawn By	Checked By	Project No.	Date
AS SHOWN	ZBK	CMO	6025-012	7/08/2013

**Houston Engineering Inc.**

File Path	Project No.	Date
T:\6025-XXX\Burleigh County Water Resource District\6025-012 MRCC Flood Control\GIS\Map\MRCC Assessed Parcels 8.5x11.mxd	6025-012	7/08/2013

**MRCC Levee**  
**Permanent Levee Construction**  
**Opinion of Probable Cost**  
**HEI# 6025-012**  
**Thursday, July 25, 2013**

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Contract Bond	1	L SUM	\$ 22,002.42	\$ 22,002.42
2	Mobilization	1	L SUM	\$ 44,004.84	\$ 44,004.84
3	Pipe Conduit 18"	651	LF	\$ 112.00	\$ 72,952.88
4	Sluice Gate & Connection	13	EA	\$ 6,500	\$ 84,677.45
5	Remove, Stockpile, & Replace Topsoil	5.49	Acre	\$ 2,800	\$ 15,362.69
6	Excavation Waste	1569	CY	\$ 11.00	\$ 17,264.43
7	Levee Embankment - Fat Clay	7926	CY	\$ 8.90	\$ 70,545.61
8	Tree Removal	126	EA	\$ 750.00	\$ 94,684.28
9	Erosion Control Levee	9559	SY	\$ 3.50	\$ 33,455.94
10	Seeding & Hydromulch	5.53	Acre	\$ 5,005	\$ 27,685.11
11	Silt Fence	8516	LF	\$ 2.75	\$ 23,420.05
<b>Construction Cost =</b>					<b>\$ 506,055.70</b>

<b>Geotechnical</b>	\$ 10,000.00
<b>Engineering (Design and Const. Mgmt Services)</b>	\$ 91,090.03
<b>Administration (ROW, Legal, Admin)</b>	\$ 40,484.46

**Total Levee Cost      \$      647,630.18**

**MRCC Road/Levee  
Permanent Levee Construction**

Opinion of Probable Cost

HEI# 6025-012

Thursday, July 25, 2013

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Contract Bond	1	L SUM	\$ 18,002.62	\$ 18,002.62
2	Mobilization	1	L SUM	\$ 36,005.24	\$ 36,005.24
3	Pipe Conduit 18"	407	LF	\$ 112.00	\$ 45,639.63
4	Sluice Gate & Connection	8	EA	\$ 6,500	\$ 52,974.57
5	Remove, Stockpile, & Replace Topsoil	2.96	Acre	\$ 2,800	\$ 8,292.62
6	Excavation Waste	2490	CY	\$ 11.00	\$ 27,387.36
7	Levee Embankment - Fat Clay	12151	CY	\$ 8.90	\$ 108,145.06
8	Tree Removal	82	EA	\$ 750.00	\$ 61,762.05
9	Erosion Control Levee	7270	SY	\$ 3.50	\$ 25,443.75
10	Seeding & Hydromulch	3.00	Acre	\$ 5,005	\$ 15,034.94
11	Silt Fence	5590	LF	\$ 2.75	\$ 15,372.39
<b>Construction Cost =</b>					<b>\$ 414,060.22</b>

Geotechnical	\$ 10,000.00
Engineering (Design and Const. Mgmt Services)	\$ 74,530.84
Administration (ROW, Legal, Admin)	\$ 33,124.82

**Total Levee Cost     \$     531,715.87**

**Gravel Surfacing Cost**

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Contract Bond	1	L SUM	\$ 4,422.46	\$ 4,422.46
2	Mobilization	1	L SUM	\$ 8,844.93	\$ 8,844.93
3	Aggregate Base Course CL 13	3050	TON	\$ 29.00	\$ 88,449.27
<b>Construction Cost =</b>					<b>\$ 101,716.66</b>

Engineering (Design and Const. Mgmt Services)	\$ 18,309.00
Administration (ROW, Legal, Admin)	\$ 8,137.33

**Total Roadway Cost     \$     128,162.99**

**Total Project Cost     \$     659,878.86**

# Fox Island Flood Control



## Alternative Review - Draft

To: Terry Fleck, Chairman BCWRD  
 Marcus Hall, PE, Burleigh County Hwy Dept.

From: Craig Odenbach, PE  
 Michael Gunsch, PE

Date: August 15, 2013

Subject: Lincoln Township Cost Participation

As the BCWRD works toward a preferred alternative for the Fox Island Flood Control Project that can be taken to an assessment vote, the need to identify the most likely configuration of a township roadway grade raise and levee has become critical for residents who will be asked to approve or reject a special assessment against their property. This Memorandum is intended to identify the feasible alternatives, and to serve as a basis for further discussions with Lincoln Township regarding the selection of a mutually acceptable alternative.

The attached Figure illustrates five potential roadway/levee segments. The Burleigh County Highway Department has committed to provide a connecting closure between the Tavis Road control structure and Mills Avenue in order to protect South Bismarck. **Segment A** (color coded yellow) constitutes the shortest, most direct route for a grade raise that would provide the desired closure. However, this approach leaves a large area of Fox Island residences unprotected and does not achieve the objective of the petitioner for the Fox Island flood control project.

As an alternative, **Segment B** (color coded green) is another roadway grade raise of similar length and cost. However, the **Segment B** grade raise would require one of three alternative closures to complete the tie in to protect South Bismarck, each providing protection to larger portions of Fox Island. **Alternative Segment B-1** (color coded red) includes both a grade raise along Gallatin Loop, as well as a river levee running from the county owned lot northward to the entrance channel for Whispering Bay. This alternative maximizes the area being provided flood protection. **Alternative Segment B-2** (color coded brown) involves a grade raise along Gallatin Drive, and **Alternative Segment B-3** (color coded blue) involves a grade raise along Far West and Fontenelle Drives. Both **Alternative Segments B-2 and B-3** provide protection to a greater area of Fox Island than the construction of **Segment A** alone, but less than would be protected by the construction of **Segment B** and **Alternative Segment B-1**.

Preliminary Opinions of Probable Cost have been developed for these alternatives are provided in **Table One**.

Segment	Length (ft)	Levee Cost	Paving Cost	Total Cost	Cost/Foot	Cost/Foot W/SWC Cost Share [1]
Segment A	3,770	\$795,508	\$503,762	\$1,299,270	\$344.63	\$244.15
Segment B	3,121	\$608,429	\$417,005	\$1,025,434	\$328.56	\$235.73
Alternative B-1	6,510	\$1,580,196	\$408,907	\$1,989,103	\$305.55	\$191.57
Alternative B-2	1,690	\$352,089	\$225,806	\$577,895	\$341.95	\$242.74
Alternative B-3	2,348	\$465,845	\$313,673	\$779,519	\$331.99	\$237.52

[1] SWC cost share is based on 60% of eligible construction costs

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If the special assessment project is not approved by Fox Island residents, the Burleigh County Highway Department (Lincoln Township) has four options to provide the required tie in to protect South Bismarck, which also provide varying degrees of flood protection within Fox Island. These options and their respective opinions of probable costs are listed in **Table Two** in ascending order of area or residences/lots protected.

Alternative	Cost	Lots Protected	Uniform Cost/Lot Protected	Uniform Cost/Lot w/SWC Cost Share
Segment A	\$1,299,270	48	\$27,068	\$19,176
Segment B + B-2	\$1,603,329	73	\$21,963	\$15,698
Segment B + B-3	\$1,804,953	80	\$22,562	\$16,167
<b>Segment B + B-1</b>	<b>\$3,014,537</b>	<b>116</b>	<b>\$25,987</b>	<b>\$17,093</b>

A preferred alternative, shown on **Table Two** essentially allows for a combined funding strategy for the **Segment B + B-1 Alternative**, protects 116 properties. Under this scenario, Burleigh County acting as the local township authority (Lincoln Township), would fund the roadway grade raise for **Segment B**, as well as the roadway (paving) costs for Gallatin Loop, with the Gallatin Loop grade raise and riverward levee being assessed against the protected Fox Island residents. Utilizing this funding strategy, Burleigh County would provide \$1,434,341 while the additional \$1,580,196 of cost associated with the levee portion of the grade raise along Gallatin Loop and river levee is funded through the special assessment district. This alternative provides the required South Bismarck protection while maximizing the Fox Island protected area. This requires slightly more township roadway funds than constructing **Segment A (\$1,299,260)**, but achieves the objective of maximizing the level of flood protection. The costs attributable to this alternative include **Segment B (\$1,025,434)** plus paving costs for **Segment B-1 (\$408,907)**, which totals \$135,071 more than **Segment A**. This alternative is described and costs are outlined in more detail in **Table Three**.

Alternative Alignment	Burleigh County Highway (Township Funds)	Assessment District
Segment B Raise	\$608,429	---
Segment B Paving	\$417,005	---
Gallatin Loop Raise	---	\$684,949
Gallatin Loop Paving	\$408,907	---
River Levee	---	\$895,247
<b>Totals</b>	<b>\$1,434,341</b>	<b>\$1,580,196</b>

The values in these tables represent opinions of probable costs. There is also the potential to obtain State Water Commission cost participation in the amount of 60% of the eligible construction costs, which lowers these costs to the estimated values provided in **Table Four**. The SWC requires the project vote to be completed prior to the request for cost share; therefore at this point the special assessment district process would be based on non-cost share values.

**Table Four**  
**Preferred Alternative Cost Distribution (w/SWC Cost Share [1])**

Alternative Alignment	Burleigh County Highway (Township Funds)	Assessment District
Segment B - Grade Raise	\$318,701	---
Segment B - Paving	\$417,005	---
Gallatin Loop B-1 Grade Raise	---	\$369,259
Gallatin Loop B-1 Paving	---	
River Earthen Levee	---	\$468,939
<b>Totals</b>	<b>\$735,706</b>	<b>\$838,198</b>
<b>[1]</b> SWC cost share is based on 60% of eligible construction costs		

In conclusion it is recommended the Burleigh County Water Resource District request Lincoln Township to consider participation in the Fox Island flood control project as described above. If Lincoln Township were to fund all of the non-cost share grade raise and paving cost without assessment, the uniform cost to the protected residential lots (116) would be reduced to \$13,622 ( \$7,226 with SWC Cost share). Lincoln Township's need to special assess the grade raise and paving cost remains to be determined.

The next step in project development is to obtain concurrence from Lincoln Township, after which the following steps would likely occur to further develop the project.

- ✓ Update assessment district list and establish cost distribution
  - Consideration of river levee easements and assessments
- ✓ Finalized Feasibility Study Report
- ✓ Request SWC cost share reimbursement request (Report Completion)
- ✓ Public Informational Meeting
- ✓ Verify project establishment per NDCC
- ✓ Public Hearing and Vote
- ✓ Proceed to design or abandon project

## Segment A - Fox Island Flood Protection

### Permanent Levee Construction

Opinion of Probable Cost

HEI# 6025-006

Monday, August 12, 2013

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Contract Bond	1	L SUM	\$ 27,450.23	\$ 27,450.23
2	Mobilization	1	L SUM	\$ 54,900.46	\$ 54,900.46
3	Pipe Conduit 18"	578	LF	\$ 112.00	\$ 64,770.16
4	Sluice Gate & Connection	12	EA	\$ 6,500	\$ 75,179.65
5	Remove, Stockpile, & Replace Topsoil	4.00	Acre	\$ 2,800	\$ 11,197.26
6	Saw Bituminous Surfacing	150	LF	\$ 3.00	\$ 450.00
7	Removal of Bituminous Surfacing	12566	SY	\$ 5.75	\$ 72,255.08
8	Excavation Waste	1094	CY	\$ 11.00	\$ 12,034.81
9	Levee Embankment - Fat Clay	14668	CY	\$ 8.90	\$ 130,546.13
10	Tree Removal	113	EA	\$ 750.00	\$ 84,821.18
11	Erosion Control Levee	13782	SY	\$ 3.50	\$ 48,237.38
12	Seeding & Hydromulch	5.70	Acre	\$ 5,005	\$ 28,503.91
13	Silt Fence	7640	LF	\$ 2.75	\$ 21,009.07
<b>Construction Cost =</b>					<b>\$ 631,355.31</b>

Engineering (Design and Const. Mgmt Services)	\$ 113,643.96
Administration (ROW, Legal, Admin)	\$ 50,508.42

<b>Total Grade Raise Cost</b>	<b>\$ 795,507.69</b>
<b>SWC Cost Share</b>	<b>\$ 378,813.18</b>
<b>Grade Raise Cost w/SWC</b>	<b>\$ 416,694.50</b>

### Township/County Paving Cost

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Contract Bond	1	L SUM	\$ 17,383.09	\$ 17,383.09
2	Mobilization	1	L SUM	\$ 34,766.18	\$ 34,766.18
3	Hot Bituminous Pavement CL 29	2792	TON	\$ 45.00	\$ 125,660.87
4	Asphalt Cement	168	TON	\$ 600.00	\$ 100,528.70
5	Aggregate Base Course CL 5	4189	TON	\$ 29.00	\$ 121,472.18
<b>Construction Cost =</b>					<b>\$ 399,811.01</b>

Engineering (Design and Const. Mgmt Services)	\$ 71,965.98
Administration (ROW, Legal, Admin)	\$ 31,984.88

<b>Total Paving Cost</b>	<b>\$ 503,761.88</b>
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<b>Total Project Construction Cost</b>	<b>\$ 1,299,269.57</b>
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<b>Total Project Construction Cost w/SWC</b>	<b>\$ 920,456.38</b>
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## Segment B - Fox Island Flood Protection

### Permanent Levee Construction

Opinion of Probable Cost

HEI# 6025-006

Monday, August 12, 2013

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Contract Bond	1	L SUM	\$ 20,994.79	\$ 20,994.79
2	Mobilization	1	L SUM	\$ 41,989.58	\$ 41,989.58
3	Pipe Conduit 18"	470	LF	\$ 112.00	\$ 52,651.20
4	Sluice Gate & Connection	9	EA	\$ 6,500	\$ 61,113.00
5	Remove, Stockpile, & Replace Topsoil	3.41	Acre	\$ 2,800	\$ 9,548.83
6	Saw Bituminous Surfacing	120	LF	\$ 3.00	\$ 360.00
7	Removal of Bituminous Surfacing	10402	SY	\$ 5.75	\$ 59,811.50
8	Levee Embankment - Fat Clay	9006	CY	\$ 8.90	\$ 80,155.09
9	Tree Removal	94	EA	\$ 750.00	\$ 70,213.50
10	Erosion Control Levee	12321	SY	\$ 3.50	\$ 43,122.73
11	Seeding & Hydromulch	5.09	Acre	\$ 5,005	\$ 25,481.61
12	Silt Fence	6341	LF	\$ 2.75	\$ 17,438.30
<b>Construction Cost =</b>					<b>\$ 482,880.12</b>

Engineering (Design and Const. Mgmt Services)	\$ 86,918.42
Administration (ROW, Legal, Admin)	\$ 38,630.41

<b>Total Grade Raise Cost</b>	<b>\$ 608,428.95</b>
<b>SWC Cost Share</b>	<b>\$ 289,728.07</b>
<b>Grade Raise Cost w/SWC</b>	<b>\$ 318,700.88</b>

### Township/County Paving Cost

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Contract Bond	1	L SUM	\$ 14,389.42	\$ 14,389.42
2	Mobilization	1	L SUM	\$ 28,778.84	\$ 28,778.84
3	Hot Bituminous Pavement CL 29	2312	TON	\$ 45.00	\$ 104,019.90
4	Asphalt Cement	139	TON	\$ 600.00	\$ 83,215.92
5	Aggregate Base Course CL 5	3467	TON	\$ 29.00	\$ 100,552.57
<b>Construction Cost =</b>					<b>\$ 330,956.64</b>

Engineering (Design and Const. Mgmt Services)	\$ 59,572.19
Administration (ROW, Legal, Admin)	\$ 26,476.53

<b>Total Paving Cost</b>	<b>\$ 417,005.36</b>
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<b>Total Project Construction Cost</b>	<b>\$ 1,025,434.32</b>
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<b>Total Project Construction Cost w/SWC</b>	<b>\$ 735,706.24</b>
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## Segment B1 - Fox Island Flood Protection

### Permanent Levee Construction

Opinion of Probable Cost

HEI# 6025-006

Monday, August 12, 2013

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Contract Bond	1	L SUM	\$ 53,767.96	\$ 53,767.96
2	Mobilization	1	L SUM	\$ 107,535.93	\$ 107,535.93
3	Pipe Conduit 18"	1,035	LF	\$ 112.00	\$ 115,920.00
4	Sluice Gate & Connection	21	EA	\$ 6,500	\$ 134,550.00
5	Remove, Stockpile, & Replace Topsoil	11.36	Acre	\$ 2,800	\$ 31,804.44
6	Saw Bituminous Surfacing	60	LF	\$ 3.00	\$ 180.00
7	Removal of Bituminous Surfacing	10200	SY	\$ 5.75	\$ 58,650.00
8	Excavation Waste	3580	CY	\$ 11.00	\$ 39,378.37
9	Levee Embankment - Fat Clay	40035	CY	\$ 8.90	\$ 356,311.16
10	Tree Removal	195	EA	\$ 750.00	\$ 146,475.00
11	Erosion Control Levee	28066	SY	\$ 3.50	\$ 98,231.39
12	Seeding & Hydromulch	11.54	Acre	\$ 5,005	\$ 57,778.90
13	Silt Fence	13120	LF	\$ 2.75	\$ 36,080.00
14	Drainage Easements and Improvements	1	LS	\$ 65,000.00	\$ 65,000.00
<b>Construction Cost =</b>					<b>\$ 1,236,663.15</b>

Geotechnical	\$ 10,000.00
Drainage Easement Documents	\$ 12,000.00
Engineering (Design and Const. Mgmt Services)	\$ 222,599.37
Administration (ROW, Legal, Admin)	\$ 98,933.05

<b>Total Grade Raise Cost</b>	<b>\$ 1,580,195.57</b>
<b>SWC Cost Share</b>	<b>\$ 741,997.89</b>
<b>Grade Raise Cost w/SWC</b>	<b>\$ 838,197.68</b>

### Township/County Paving Cost

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Contract Bond	1	L SUM	\$ 14,109.99	\$ 14,109.99
2	Mobilization	1	L SUM	\$ 28,219.97	\$ 28,219.97
3	Hot Bituminous Pavement CL 29	2267	TON	\$ 45.00	\$ 101,999.90
4	Asphalt Cement	136	TON	\$ 600.00	\$ 81,599.92
5	Aggregate Base Course CL 5	3400	TON	\$ 29.00	\$ 98,599.90
<b>Construction Cost =</b>					<b>\$ 324,529.68</b>

Engineering (Design and Const. Mgmt Services)	\$ 58,415.34
Administration (ROW, Legal, Admin)	\$ 25,962.37

<b>Total Paving Cost</b>	<b>\$ 408,907.39</b>
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<b>Total Project Construction Cost</b>	<b>\$ 1,989,102.96</b>
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<b>Total Project Construction Cost w/SWC</b>	<b>\$ 1,247,105.07</b>
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## Segment B2 - Fox Island Flood Protection

### Permanent Levee Construction

Opinion of Probable Cost

HEI# 6025-006

Monday, August 12, 2013

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Contract Bond	1	L SUM	\$ 12,149.36	\$ 12,149.36
2	Mobilization	1	L SUM	\$ 24,298.73	\$ 24,298.73
3	Pipe Conduit 18"	232	LF	\$ 112.00	\$ 25,942.75
4	Sluice Gate & Connection	5	EA	\$ 6,500	\$ 30,112.12
5	Remove, Stockpile, & Replace Topsoil	2.08	Acre	\$ 2,800	\$ 5,822.53
6	Saw Bituminous Surfacing	60	LF	\$ 3.00	\$ 180.00
7	Removal of Bituminous Surfacing	5633	SY	\$ 5.75	\$ 32,387.64
8	Excavation Waste	122	CY	\$ 11.00	\$ 1,346.07
9	Levee Embankment - Fat Clay	5935	CY	\$ 8.90	\$ 52,818.03
10	Tree Removal	51	EA	\$ 750.00	\$ 38,020.28
11	Erosion Control Levee	8403	SY	\$ 3.50	\$ 29,410.25
12	Seeding & Hydromulch	3.47	Acre	\$ 5,005	\$ 17,378.78
13	Silt Fence	3480	LF	\$ 2.75	\$ 9,568.85
<b>Construction Cost =</b>					<b>\$ 279,435.38</b>

Engineering (Design and Const. Mgmt Services)	\$ 50,298.37
Administration (ROW, Legal, Admin)	\$ 22,354.83

<b>Total Grade Raise Cost</b>	<b>\$ 352,088.58</b>
<b>SWC Cost Share</b>	<b>\$ 167,661.23</b>
<b>Grade Raise Cost w/SWC</b>	<b>\$ 184,427.35</b>

### Township/County Paving Cost

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Contract Bond	1	L SUM	\$ 7,791.80	\$ 7,791.80
2	Mobilization	1	L SUM	\$ 15,583.60	\$ 15,583.60
3	Hot Bituminous Pavement CL 29	1252	TON	\$ 45.00	\$ 56,326.28
4	Asphalt Cement	75	TON	\$ 600.00	\$ 45,061.02
5	Aggregate Base Course CL 5	1878	TON	\$ 29.00	\$ 54,448.73
<b>Construction Cost =</b>					<b>\$ 179,211.44</b>

Engineering (Design and Const. Mgmt Services)	\$ 32,258.06
Administration (ROW, Legal, Admin)	\$ 14,336.92

<b>Total Paving Cost</b>	<b>\$ 225,806.41</b>
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<b>Total Project Construction Cost</b>	<b>\$ 577,894.99</b>
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<b>Total Project Construction Cost w/SWC</b>	<b>\$ 410,233.76</b>
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## Segment B3 - Fox Island Flood Protection

### Permanent Levee Construction

Opinion of Probable Cost

HEI# 6025-006

Monday, August 12, 2013

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Contract Bond	1	L SUM	\$ 16,074.71	\$ 16,074.71
2	Mobilization	1	L SUM	\$ 32,149.42	\$ 32,149.42
3	Pipe Conduit 18"	341	LF	\$ 112.00	\$ 38,216.83
4	Sluice Gate & Connection	7	EA	\$ 6,500	\$ 44,358.82
5	Remove, Stockpile, & Replace Topsoil	2.72	Acre	\$ 2,800	\$ 7,613.69
6	Saw Bituminous Surfacing	120	LF	\$ 3.00	\$ 360.00
7	Removal of Bituminous Surfacing	7824	SY	\$ 5.75	\$ 44,990.49
8	Levee Embankment - Fat Clay	7241	CY	\$ 8.90	\$ 64,446.06
9	Tree Removal	70	EA	\$ 750.00	\$ 52,814.93
10	Erosion Control Levee	9969	SY	\$ 3.50	\$ 34,890.82
11	Seeding & Hydromulch	4.12	Acre	\$ 5,005	\$ 20,617.30
12	Silt Fence	4795	LF	\$ 2.75	\$ 13,185.32
<b>Construction Cost =</b>					<b>\$ 369,718.37</b>

Engineering (Design and Const. Mgmt Services)	\$ 66,549.31
Administration (ROW, Legal, Admin)	\$ 29,577.47

<b>Total Grade Raise Cost</b>	<b>\$ 465,845.14</b>
<b>SWC Cost Share</b>	<b>\$ 221,831.02</b>
<b>Grade Raise Cost w/SWC</b>	<b>\$ 244,014.12</b>

### Township/County Paving Cost

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Contract Bond	1	L SUM	\$ 10,823.79	\$ 10,823.79
2	Mobilization	1	L SUM	\$ 21,647.58	\$ 21,647.58
3	Hot Bituminous Pavement CL 29	1739	TON	\$ 45.00	\$ 78,244.26
4	Asphalt Cement	104	TON	\$ 600.00	\$ 62,595.40
5	Aggregate Base Course CL 5	2608	TON	\$ 29.00	\$ 75,636.11
<b>Construction Cost =</b>					<b>\$ 248,947.14</b>

Engineering (Design and Const. Mgmt Services)	\$ 44,810.48
Administration (ROW, Legal, Admin)	\$ 19,915.77

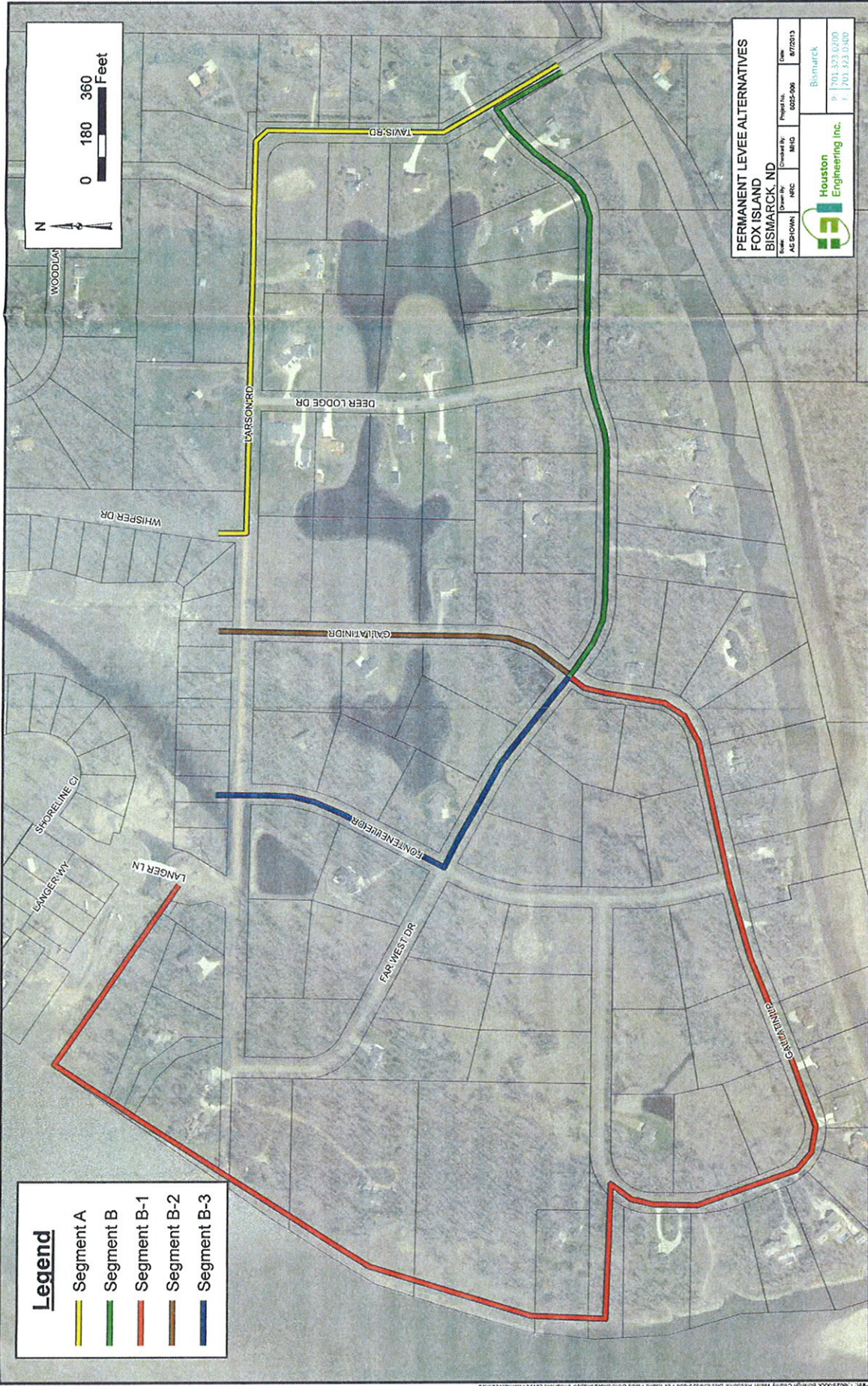
<b>Total Paving Cost</b>	<b>\$ 313,673.39</b>
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<b>Total Project Construction Cost</b>	<b>\$ 779,518.54</b>
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<b>Total Project Construction Cost w/SWC</b>	<b>\$ 557,687.52</b>
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84





**Legend**

- Segment A
- Segment B
- Segment B-1
- Segment B-2
- Segment B-3

PERMANENT LEVEE ALTERNATIVES	
FOX ISLAND	
BISMARCK, IN	
Project No.	8025-2008
Contract No.	8025-2008
Client	Bismarck
Project Manager	P. 791.373.0200
Phone	F. 791.373.0300



David R. Bliss  
Attorney at Law

Jackie M. Stebbins  
Attorney at Law

Micheal A. Mulloy  
Attorney at Law



Catherine A. Bliss, CLA  
Certified Legal Assistant

Erica L. Pullen  
Legal Assistant

August 1, 2013

Stacy L. Tschider  
8606 Island Road  
Bismarck, ND 58503

**Re: Water District Acquisition/Hogue Island  
Our File No.: BCH20/Hogue Island  
Property 1**

Dear Mr. Tschider:

Thank you for dropping by my office to execute the bill of sale in regard to your purchase of the above-mentioned Hogue Island property. Enclosed please find a duplicate original of the bill of sale for this property, and a copy of the "Terms and Conditions for Sale of Auctioned Properties" which you executed at the time of the sale. Please call if you have questions as to these properties.

Very truly yours,

A handwritten signature in black ink, appearing to be "DRB", is written over the words "Very truly yours,".

DAVID R. BLISS  
DRB:

Enclosures

cc: Board members w/ enclosures  
Doug Schonert, Burleigh County Commission w/enclosures  
Michael Gunsch, District Engineer w/ enclosures

S:\Burleigh County Water Resource 22-229\Hogue Island Project\Stacey Tschider Ltr. DRB 8-1-13.docx



**BILL OF SALE**

The Burleigh County Water Resource District, hereinafter the "Seller," for good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, convey, assign, transfer and release to STacy L. Tsjoeden, hereinafter the "Buyer," all the Seller's right, title, and interest in the residential structure located at 9700 Island Road, Bismarck, North Dakota, hereinafter "the premises," also designated as Property #1, Bernard Residence," including but not limited to all fixtures, improvements, furnishings, appliances and personal property which may be present therein at the date of closing, such property being legally described as:

**Lot 1, Block 1, Riverside Subdivision in all that part of Section 27 and Section 28, Township 140 North, Range 81, West of the Fifth Principal Meridian**

free and clear of all liens, encumbrances, reservations, exceptions and modifications.

For the purposes of this document, said fixtures, improvements and personal property includes, but is not limited to, all property that integrally belongs to or is part of the above-described real estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment other than window type, door chimes, built-in items on electrical service cable, and all equipment within the building for improvement, fencing, gates and other attached fixtures, trees, bushes, shrubs, and plants, and kitchen cabinets and countertop removed from the premises, except: \_\_\_\_\_

\_\_\_\_\_.

The Seller sells this premises "as is," and the Buyer hereby acknowledges that the Buyer is purchasing this premises "as is." The Buyer has had the opportunity to inspect the premises, and acknowledges that the Buyer is purchasing the premises in an "as is" condition, without representations or warranties to the contrary, and the Seller hereby disclaims any such warranty or representation.

Consideration for this sale is in the amount of \$ 24,500.

This document shall be effective as of the date of closing.

Dated this 24 day of July, 2013.

Cary Burtstrand Vice-Chair  
Burleigh County Water Resource District (Seller)

Dated this 30 day of July, 2013.

[Signature]  
Buyer

S:\Burleigh County Water Resource 22-229\Hogue Island Project\Home Bids, Auction Docs\Bill of Sale - Bernard.docx



**INFORMATION TO BUYERS**

**BID PROCEDURES – July 15, 2013 Revision**

1. The Burleigh County Water Resource District, hereafter called the “Seller”, will receive bids on the proposal form below. All blanks on the proposal for the property being bid on must be appropriately filled in. The bid must be signed and placed in a sealed envelope addressed to “Burleigh County Water Resource District” with the structure being bid on clearly identified on the outside of the envelope and in the space provided below. Only one bid is allowed per envelope. Bids on multiple structures shall be each placed in separate envelopes, and marked accordingly.
2. Sealed bids shall be delivered either by mail or in person to: Bliss & Stebbins, LLC, 400 East Broadway Avenue, Suite 308, Bismarck, ND 58502-4126 (701-223-5769) until 5 pm (CDT) the day before the bid, or they may be delivered in person at the time and place noted for the bid opening. The sealed bids will be opened during a special meeting of the Burleigh County Water Resource District on July 24<sup>th</sup> at 10 am, held in the Tom Baker Meeting Room, City/County Building 221 North 5<sup>th</sup> Street, Bismarck, ND 58501. The top five Buyers will have an opportunity to increase their bids at that time.
3. The Seller reserves the right to reject any and all bids, to waive any irregularities and intends to award the bids at the July 24, 2013 meeting.
4. Buyers shall satisfy themselves as to the local conditions affecting the property.

**PROPOSAL**

The Buyer hereby certifies that he has personally examined the location and places the following bid on the property indicated, and accepts the terms and conditions provided by the Seller.

In submitting this bid it is agreed that this bid may be withdrawn up to the time of the bid opening, and that you have read, understand and agreed to the terms and conditions provided as part of the information associated. In addition it is understood that possession of Property 2 and Property 3 will not occur until after August 15, 2013.

Structure Description	Total Bid
Property Number <u>7</u> <u>9700 Island Road.</u>	\$ <u>24,500<sup>00</sup></u>
Salvage _____ Removal <u>✓</u>	

The **Buyer** shall sign and supply all the following information:

Name Stacy L. Tschider

Signature [Signature]

Address 8606 Island Road  
Bismarck, ND 58503

Phone 701-226-4243





SET  
Property I  
9700 Island Road

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

**Terms and Conditions for Sale of Auctioned Properties**

**1. GENERAL TERMS AND CONDITIONS**

The Burleigh County Water Resource District ("Seller") will receive sealed bids for property (i.e., structures) it has acquired through voluntary acquisition. Bids shall be delivered either by mail or in person to: Bliss & Stebbins, LLC, 400 East Broadway Avenue, Suite 308, Bismarck, North Dakota 58502-4126 (701-223-5769) until 5 pm (CDT) the day before the bid, or they may be delivered in person at the time and place noted for the bid opening.

The sealed bids will be opened during a special meeting of the Burleigh County Water Resource District on July 24<sup>th</sup> at 10 am, held in the Tom Baker Meeting Room, City/County Building 221 North 5th Street, Bismarck, ND 58501. The top five Buyers will have an opportunity to increase their bids at that time.

Buyers will not be discriminated against based on sex, race, color, religion, or national origin.

**2. DISCREPANCIES**

Information presented on the Seller's website and printed and digital ads are for informational purposes only. Discrepancies, if any, are the Buyer's sole responsibility. The Buyer agrees to hold the Seller harmless for any damages as a result of discrepancies not resolved at the time of bidding.

**3. PROPERTY VIEWING**

Buyers are encouraged to attend the open house on July 18, 2013 from 1 pm to 4 pm to examine and inspect the structures prior to submitting a bid. Registration shall be at 9700 Island Road. Private showings are available by appointment only, but are not guaranteed. By submitting a bid for any property the Buyer agrees to be bound by the terms and conditions stated herein regardless of whether pre-bid inspection was performed by the Buyer or not and agrees to receive the property "as is" and with all faults and defects.

**4. CURRENT PHYSICAL CONDITION OF STRUCTURES TO BE AUCTIONED**

The Buyer acknowledges that all structures, miscellaneous appurtenances (if installed) or personal property located within the structures are sold "as-is" and "with all faults" and agrees to accept the property under these conditions. The Buyer shall assume all risk with purchasing structures or appurtenances as to the quality, condition or the remaining lifetime of the structure, appurtenances or mechanical features.

The Seller provides no warranties, express or implied of any kind as to the structures or appurtenances, including any warranties of merchantability or fitness for a particular purpose, or warranty of habitability with respect to the property described. Any and all damage as a result from prior ownership shall not be repaired by the Seller. Necessary repairs shall be the responsibility of the Buyer.

5. **AUCTION DETAILS**

Auction details will be posted on the Burleigh County Water Resource District's website located at [www.bcwrtd.org](http://www.bcwrtd.org). Specific questions as to the sale may be directed to District Engineer Michael Gunsch (323-0200) or David Bliss, Bliss & Stebbins, LLC (223-5769).

6. **SUBMITTING A BID**

All bids shall be binding. The Buyer will be required to sign a bill of sale and must comply with the terms and conditions stated herein and those terms and conditions set forth in the bill of sale. Retractions of bids will not be allowed.

Bids submitted for each structure shall include all contents and miscellaneous appurtenances. Trees are excluded from the property and shall remain with the property. Bids received shall be for moving the structure and its contents or for salvage rights. If the Buyer is only interested in salvaging items they may do so as long as they adhere to the Terms & Conditions stated herein. The Seller will demolish all structures remaining after October 15, 2013. An extension of this date at the request of the Buyer may be considered at the Seller's discretion. Bids received for removal and relocation will be given priority over bids received for salvage, regardless of price.

Seller retains ownership of the real estate at all times.

7. **SECURITY DEPOSIT AND DEFAULT**

The Buyer shall pay to the Seller \$5,000 as a security deposit over and above the agreed-upon sale price. The security deposit will be returned to the Buyer if the following conditions are met: 1) The Buyer removes the structure(s) or completes all salvaging from the property no later than October 15, 2013; and 2) the Buyer removes any remaining debris or hazardous waste and performs all items listed in #10 below. Failure to comply by October 15, 2013 will result in the Buyer's forfeiture of the security deposit to the Seller. Further, the Buyer shall forfeit any and all rights to the structure(s) purchased, the purchase price paid to the Seller and any monies invested in the structure(s). The Seller shall then take ownership of the structure and may resell or demolish the structure at its discretion.

The security deposit shall be paid to the Seller in full at the close of the auction (no exceptions).

8. **INSURANCE AND RISK OF LOSS**

The Buyer is responsible for obtaining insurance on the property on the date of the sale. Risk of loss or damage to the property will transfer from the Seller to the Buyer upon acceptance of the Buyer's bid. The Seller shall not be held responsible for any losses incurred by the Buyer once the auction is complete and the sale is finalized.

If flooding conditions occur and warrant emergency flood protection to be placed on the existing lot, the Seller reserves the right to construct emergency flood protection operations on the existing lot. Emergency flood protection measures may consist of house demolition with levee construction, levee placement around, in front, or behind the existing house or other appropriate measures. The Buyer agrees to hold the Seller harmless if the structure purchased sustains damage as a result of installation of flood protection measures. If the structure is demolished as part of emergency flood protection operations, the Seller will refund the entire purchase price for the structure(s) along with the security deposit to the Buyer. Any preparatory work performed on the structure by the Buyer or the Buyer's agent to relocate the structure will be the sole cost of the Buyer and those costs **will not** be reimbursed by the Seller.

9. **HOUSE RELOCATION REQUIREMENTS, GUIDELINES AND PROCEDURES**

**Buyer acknowledges that the deadline for moving structures or completing salvaging operations is on or before October 15, 2013.** The Buyer and house mover ("Buyer's agent") shall have the right to enter upon the property when payment for deposit and sale price is received in full through October 15, 2013 and at all reasonable times to perform such preparatory work as is needed to relocate the structure. Work hours are restricted to between 7 a.m. and 7 p.m. Monday – Saturday. Excessively loud exterior and/or interior preparatory work shall not be performed on Sundays. The Buyer shall take all reasonable efforts to minimize disruption & minimize loud activities that may disturb neighboring property owners.

No tree trimming or tree removal will be permitted. Houses too large to be moved in one piece may be divided into smaller sections. It is the Buyer's and the Buyer's agent's responsibility to determine maximum dimensions for safe relocation without damage to roadways or adjoining utilities and property.

Buyers submitting a bid are certifying that they have consulted a house mover prior to submitting a bid. Wide structures will either be divided into multiple sections or alternate accommodations will be provided. If the Buyer does not divide the house into multiple sections, or alternate accommodations are not provided, the Buyer agrees that the house will not be moved and will be limited to salvage rights only. Buyers must secure written agreements with the private property owners if they plan to move structures across private property. The Buyer and the private property owner must be in agreement regarding restoring any damage to private property resulting from moving structures. The Seller will not be a participant in agreements between the private property landowners and the Buyer to restore any damage created.

The Buyer agrees that the Buyer or the Buyer's agent will be responsible for securing all permits necessary to move the structure by the deadline date of October 15, 2013. All departments listed on the application must approve the move. Moved structures may not be temporarily stored on Township, City or County owned property or right-of-way.

The Buyer is solely responsible for all risk and costs associated with moving of the structures and shall include, but be not limited to, the following:

- i. New lot purchase and preparation of submittal documents for agency approvals.
- ii. Permit fees, performance bonds, utility accommodations, traffic control, etc.
- iii. Lot preparation, grading, elevating, compacting fill, storm water erosion protection BMP's.
- iv. Public and private utility connections (sanitary sewer, water, cable TV, telephone, natural gas, electric, etc.) at the new lot.
- v. Moving of house, garage(s), detached structures, etc.
- vi. Repair damage to public streets, pavement, curbs, sidewalks, boulevards, etc. incurred during the move as a result of the Buyer's or the Buyer's agent's actions and/or movements.
- vii. Repair any damage to adjoining private property caused by the Buyer or the Buyer's agents to the satisfaction of the Seller.
- viii. Existing site and street right of way cleanup of all building materials, trash, moving equipment, materials, haul roads, etc.
- ix. New foundation construction.
- x. Sidewalk, driveway & driveway approach at new site.
- xi. Boulevard tree planting and any other required by ordinance, covenants and applicable regulations at the new site.
- xii. The Buyer is solely responsible for any needed repairs or applicable code compliance requirements.

10. **REMOVAL OF THE STRUCTURE FROM THE PROPERTY AND SITE CLEANUP**

The Buyer and the Buyer's agent must secure all permits necessary prior to the completion date of October 15, 2013 to move the structures.

The Buyer agrees not to dispose hazardous waste in, on or around the structure. The Buyer may remove any materials that exist in the structures at the time of purchase. If large amounts of debris, garbage or hazardous waste is left behind by the Buyer and it is deemed by the Seller to be supplemental to the materials that existed pre-purchase, the security deposit will be forfeited by the Buyer.

The Seller will assume site protection responsibilities only upon completion and acceptance of all required site cleanup activities. The Seller will take responsibility to protect exposed excavations, foundations, or other hazards by installing barricades, orange snow fencing or other appropriate measures around dangerous openings. The Seller will contract the demolition & removal of existing foundations, driveways, concrete flat work, trees, sandbags, sediment, landscaping, along with site backfill & restoration.

The Seller retains the right to withhold any portion or the full amount of the security deposit deemed necessary to remove additional debris that is found to be in violation of these terms and conditions.

If the Buyer is relocating the structure(s):

The Buyer and/or the Buyer's agent shall neatly separate into piles differing materials they encounter while preparing the structure to be moved. Concrete or exterior brickwork that is removed to facilitate moving (partial removal of foundation walls, garage slabs, sidewalks, driveways, etc.) shall be kept separate from other materials and stockpiled in a neat pile located on the property. Topsoil and clay that may need to be removed around the foundation shall be separated and stockpiled in separate neat piles on the property (topsoil stockpile & clay stockpile). Any sand bedding under concrete slabs shall be stockpiled into a separate pile. Landscaping rock and appurtenances, etc. shall be stockpiled separately in a neat pile on the property. Trees around the structure that may need to be removed to facilitate moving shall require advance approval from the Seller prior to their removal. Upon approval, the trees may be stockpiled adjacent to the curb and the Seller will dispose of them.

If all materials are separated into neat piles, the Buyer may leave them on-site for the Seller to dispose of. If the Buyer and/or the Buyer's agent commingles concrete, bricks, siding, landscaping rock & appurtenances, wood, trees, brush, topsoil, clay and other miscellaneous building materials into one contiguous pile, the Buyer and/or Buyer's Agent will be responsible for disposing that material offsite at the Buyer's own expense. Any piles of commingled materials remaining on-site on October 30, 2013 will be removed by the Seller and the security deposit will be forfeited by the Buyer. The Buyer and/or the Buyer's agent is encouraged to contact the Seller during moving operations to determine if their actions on-site are in line with this requirement or if they need to change their practices of separating piles to comply with this requirement for their deposit to be reimbursed.

If the Buyer and/or the Buyer's agent remove walls from the basement (drywall & wall studs) or a deck from the exterior of the structure the materials must be placed in a roll off dumpster that shall be acquired and disposed of at the Buyer's expense. Roll off dumpsters must be removed no later than October 15, 2013

If the Buyer salvages materials from the structure(s):

If the Buyer salvages windows and exterior main doors from the structure(s), the Buyer shall secure the entire perimeter of all exterior openings (1<sup>st</sup> and 2<sup>nd</sup> floors) with ½” plywood secured to the structure with 2” decking screws as necessary to fasten the plywood to the structure. This requirement also applies to skylights that may be removed from the roof by the Buyer and/or Buyer’s agent. If the Buyer salvages car garage doors from the structure(s) the Buyer does not need to secure those openings with plywood.

Any items that the Buyer and/or the Buyer’s agent may remove from the structure(s) that will not be removed from the property must be neatly placed inside the structure and not strewn around the foundation and property. Examples of this placement include removing brickwork around windows, siding, miscellaneous building materials, etc. Any materials that have the potential to become airborne (blown-in insulation, etc.) must be secured with plastic to prevent them from becoming airborne.

**11. ASBESTOS AND LEAD PAINT**

The Seller will secure an independent asbestos testing company to perform asbestos testing in all structures prior to the auction. The list of reported asbestos containing materials for any structure will be made known to the Buyer via [www.bcwr.org](http://www.bcwr.org). The Seller does not warrant that all items have been tested for the presence of asbestos and makes no guarantee to the completeness of the testing process and report.

The Seller will not abate the asbestos if it is found in a structure prior to the sale of the property. The Buyer agrees to purchase the structure on an “as-is” basis and will be responsible for proper asbestos abatement. If applicable, the Buyer agrees to have a licensed asbestos contractor certify that the items on the list are in good condition prior to moving. If the asbestos can become friable during the move it shall be abated by an individual licensed with the North Dakota Department of Health in accordance with all current rules and regulations regarding asbestos abatement and disposal. Once the house has been moved, the licensed asbestos contractor must inspect the items on the list and certify that none have become friable.

The Seller has not, and will not, test for the presence of lead-based paint. If a structure was built prior to 1978, it is assumed to contain lead based paint. The Buyer shall be responsible for proper abatement. The Buyer will be required to acknowledge that the property may contain lead paint at the end of the auction if the structure was built prior to 1978.

**12. FLOODPLAIN REQUIRMENTS FOR HOUSES RELOCATED WITHIN BURLEIGH COUNTY OR THE CITY OF BISMARCK**

All structures relocated to parcels of land within Burleigh County or the City of Bismarck will be subjected to all city or county ordinances, regulations, guidelines, procedures, flood proofing requirements and all special provisions listed below. Structures will not be allowed to be relocated to parcels located within the designated setback distances from rivers or drains.

Structures relocated to a parcel of land within Burleigh County or the City of Bismarck that is mapped in the 500 year floodplain will be mandated to install a flood proof foundation. The top of the foundation wall and/or lowest opening, and crawl space must be elevated 2.0' above the 100-year Base Flood Elevation (BFE). Imported fill on the lot must be elevated such that the fill at the foundation is 2.0 feet above the BFE and shall transition to the BFE a minimum of 25 feet away from the structure in all directions. Imported fill must be compacted to 95%. Records of compaction testing must be taken during fill placement and compaction to verify soil compaction.

The Buyer shall submit to the City/County Floodplain Manager the following items for approval prior to house moving:

- i. Legal description of the lot the house will be moved to.
- ii. Alta survey of the new lot.
- iii. Site plan which details proposed and minimum dimensional standards to include all front, rear, and side yard setbacks.
- iv. Elevation and grading site plan.
- v. Proof of compliance to all zoning, land use, subdivision covenants or other regulations allowing the house to be moved to the site.
- vi. Performance bond or other appropriate performance guarantees to ensure completion of the move.
- vii. List of all contractors with specified duties to complete all work items associated with moving and relocation. All contractors shall be licensed in the field of their specified duties.
- viii. Summary costs and bid proposals/contracts for all work items.
- ix. Letter of Map Revision based on Fill (LOMR-F) submittal prepared by a registered Professional Engineer. Fees to process the LOMR-F are the responsibility of the Buyer.
- x. Properties located in the 100 year floodplain: LOMR-F shall be prepared and completed by a registered Professional Engineer. The Buyer shall submit a completed LOMR-F to FEMA **and** the City/County Floodplain Administrator for their review and approval.
- xii. If the LOMR-F application is being processed but not completed by the October 15, 2013 deadline, the Buyer may apply for a permit to move the structure to a temporary storage area designated by the Buyer or Buyer's Agent until the LOMR-F application has been approved. Structures shall not remain on their current foundations past the October 15, 2013 deadline, without written authorization from the Seller and may not be temporarily stored on Township, City or County owned property or right-of-way. No structure shall be placed at its final location prior to meeting all provisions of these terms and conditions.





STATE OF NORTH DAKOTA )

) ss

COUNTY OF BURLEIGH )

On this 24 day of July, 2013, before me, a notary public within and for said county and state, personally appeared Conny Brockland ~~Ferry Fleck, Chairman~~, known to me to be the person described in and who executed the within and foregoing instrument, and severally acknowledged to me that he executed the same on behalf of the Burleigh County Water Resource District.

DAVID R BLISS  
Notary Public  
State of North Dakota  
My Commission Expires October 16, 2013



David R. Bliss, Notary Public  
Burleigh County, North Dakota  
My commission Expires: 10-16-13

The Buyer and/ or the Buyer's agent hereby agree to purchase the above-described property for the price and on the terms and conditions set forth in this agreement.

DAVID R BLISS  
Notary Public  
State of North Dakota  
My Commission Expires October 16, 2013

Stacy L. Tschiden  
Kaulensing (Buyer) Property 1 sc 7  
9700 Island Road

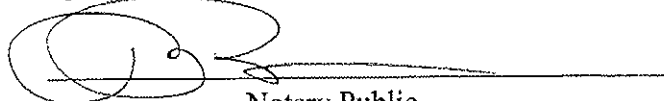
STATE OF NORTH DAKOTA )

) ss

COUNTY OF BURLEIGH )

On this 24 day of July, 2013, before me, a notary public within and for said county and state, personally appeared Stacy Tschiden, known to me to be the Buyer/Buyers described in and who executed the within foregoing instrument.

DAVID R BLISS  
Notary Public  
State of North Dakota  
My Commission Expires October 16, 2013



, Notary Public  
Burleigh County, North Dakota  
My Commission Expires:

David R. Bliss  
Attorney at Law

Jackie M. Stebbins  
Attorney at Law

Micheal A. Mulloy  
Attorney at Law



Catherine A. Bliss, CLA  
Certified Legal Assistant

Erica L. Pullen  
Legal Assistant

August 1, 2013

Clint Feland  
3613 Winnipeg Drive  
Bismarck, North Dakota 58503

**Re: Water District Acquisition/Hogue Island  
Our File No.: BCH20/Hogue Island  
Properties 2, 3, 4 and 5**

Dear Mr. Feland:

Thank you for dropping by my office to execute the respective bills of sale and terms of agreement documents in regard to your purchase of the above-mentioned Hogue Island properties.

Enclosed please find an original of the bill of sale for each property, and an original of the "Terms and Conditions for Sale of Auctioned Properties." Please call if you have questions as to these properties.

~~Very truly yours,~~

A handwritten signature in dark ink, appearing to be "DRB", is written over the crossed-out text. The signature is enclosed in a hand-drawn oval.

DAVID R. BLISS

DRB:

Enclosures

cc: Board members w/ enclosures  
Doug Schonert, Burleigh County Commission w/enclosures  
Michael Gunsch, District Engineer w/ enclosures

S:\Burleigh County Water Resource 22-229\Hogue Island Project\Feland Ltr. DRB 7-31-13.docx

**BILL OF SALE**

The Burleigh County Water Resource District, hereinafter the "Seller," for good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, convey, assign, transfer and release to Chim Felnd, hereinafter known as the "Buyer," all the Seller's right, title, and interest in the residential structure located at 9750 Island Road, Bismarck, North Dakota, also designated as "Property 2, Rodgers Residence," including but not limited to all fixtures, improvements, furnishings, appliances and personal property, such property being legally described as:

**Lot 6 and N1/2 of Lot 5, Block 1, Riverside Subdivision in all that part of Section 27 and Section 28, Township 140 North, Range 81, West of the Fifth Principal Meridian.**

free and clear of all liens, encumbrances, reservations, exceptions and modifications.

For the purposes of this document, said fixtures, improvements and personal property includes, but is not limited to, all property that integrally belongs to or is part of the above-described real estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment other than window type, door chimes, built-in items on electrical service cable, and all equipment within the building for improvement, fencing, gates and other attached fixtures, trees, bushes, shrubs, and plants except: \_\_\_\_\_

\_\_\_\_\_

The Seller sells this premises "as is," and the Buyer hereby acknowledges that the Buyer is purchasing this premises "as is." The Buyer has had the opportunity to inspect the premises, and acknowledges that the Buyer is purchasing the premises in an "as is" condition, without representations or warranties to the contrary, and the Seller hereby disclaims any such warranty or representation.

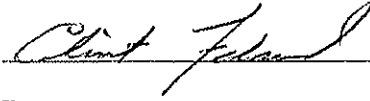
Consideration for this sale is in the amount of \$ 11,000.

This document shall be effective as of the date of possession.

Dated this 24 day of July, 2013.

Cary Backstrand vice chair  
Burleigh County Water Resource District (Seller)  
By and through its Vice Chairman, Cary Backstrand

Dated this 30 day of July, 2013.

A handwritten signature in cursive script, appearing to read "Clint Johnson", is written over a horizontal line.

Buyer

S:\Burleigh County Water Resource 22-229\Hogue Island Project\Home Bids, Auction Docs\Bill of Sale - Rodgers Residence.docx



**INFORMATION TO BUYERS**

**BID PROCEDURES – July 15, 2013 Revision**

1. The Burleigh County Water Resource District, hereafter called the "Seller", will receive bids on the proposal form below. All blanks on the proposal for the property being bid on must be appropriately filled in. The bid must be signed and placed in a sealed envelope addressed to "Burleigh County Water Resource District" with the structure being bid on clearly identified on the outside of the envelope and in the space provided below. Only one bid is allowed per envelope. Bids on multiple structures shall be each placed in separate envelopes, and marked accordingly.
2. Sealed bids shall be delivered either by mail or in person to: Bliss & Stebbins, LLC, 400 East Broadway Avenue, Suite 308, Bismarck, ND 58502-4126 (701-223-5769) until 5 pm (CDT) the day before the bid, or they may be delivered in person at the time and place noted for the bid opening. The sealed bids will be opened during a special meeting of the Burleigh County Water Resource District on July 24<sup>th</sup> at 10 am, held in the Tom Baker Meeting Room, City/County Building 221 North 5<sup>th</sup> Street, Bismarck, ND 58501. The top five Buyers will have an opportunity to increase their bids at that time.
3. The Seller reserves the right to reject any and all bids, to waive any irregularities and intends to award the bids at the July 24, 2013 meeting.
4. Buyers shall satisfy themselves as to the local conditions affecting the property.

**PROPOSAL**

The Buyer hereby certifies that he has personally examined the location and places the following bid on the property indicated, and accepts the terms and conditions provided by the Seller.

In submitting this bid it is agreed that this bid may be withdrawn up to the time of the bid opening, and that you have read, understand and agreed to the terms and conditions provided as part of the information associated. In addition it is understood that possession of Property 2 and Property 3 will not occur until after August 15, 2013.

Structure Description	Total Bid
Property Number <u>2</u>	\$ <u>10,000<sup>00</sup></u>
Salvage _____ Removal <u>X</u>	

The **Buyer** shall sign and supply all the following information:

Name Clint Feland

Signature Clint Feland

Address 3613 Winthrop Dr.  
Bismarck, ND 58503

Phone 701-595-4524

High bid  
\$11,000  
RF

**BILL OF SALE**

The Burleigh County Water Resource District, hereinafter the "Seller," for good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, convey, assign, transfer and release to Chia Foband, hereinafter known as the "Buyer," all the Seller's right, title, and interest in the residential shop structure located at 9750 Island Road, Bismarck, North Dakota, also designated as "Property #3, Rodgers Shop," including but not limited to all fixtures, improvements, furnishings, appliances and personal property, such property being legally described as:

**Lot 6 and N1/2 of Lot 5, Block 1, Riverside Subdivision in all that part of Section 27 and Section 28, Township 140 North, Range 81, West of the Fifth Principal Meridian.**

free and clear of all liens, encumbrances, reservations, exceptions and modifications.

For the purposes of this document, said fixtures, improvements and personal property includes, but is not limited to, all property that integrally belongs to or is part of the above-described real estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment other than window type, door chimes, built-in items on electrical service cable, and all equipment within the building for improvement, fencing, gates and other attached fixtures, trees, bushes, shrubs, and plants except: \_\_\_\_\_

Consideration for this sale is in the amount of \$ 2,000.

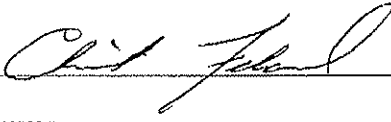
The Seller sells this premises "as is," and the Buyer hereby acknowledges that the Buyer is purchasing this premises "as is." The Buyer has had the opportunity to inspect the premises, and acknowledges that the Buyer is purchasing the premises in an "as is" condition, without representations or warranties to the contrary, and the Seller hereby disclaims any such warranty or representation.

This document shall be effective as of the date of possession.

Dated this 24 day of July, 2013.

Cary Backstrand Vice Chair  
Burleigh County Water Resource District (Seller)  
By and through its Vice Chairman, Cary Backstrand

Dated this 30 day of July, 2013.



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Buyer

S:\Burleigh County Water Resource 22-229\Hogue Island Project\Home Bids, Auction Docs\Bill of Sale - Rodgers Garage.docx



**INFORMATION TO BUYERS**

**BID PROCEDURES – July 15, 2013 Revision**

1. The Burleigh County Water Resource District, hereafter called the “Seller”, will receive bids on the proposal form below. All blanks on the proposal for the property being bid on must be appropriately filled in. The bid must be signed and placed in a sealed envelope addressed to “Burleigh County Water Resource District” with the structure being bid on clearly identified on the outside of the envelope and in the space provided below. Only one bid is allowed per envelope. Bids on multiple structures shall be each placed in separate envelopes, and marked accordingly.
2. Sealed bids shall be delivered either by mail or in person to: Bliss & Stebbins, LLC, 400 East Broadway Avenue, Suite 308, Bismarck, ND 58502-4126 (701-223-5769) until 5 pm (CDT) the day before the bid, or they may be delivered in person at the time and place noted for the bid opening. The sealed bids will be opened during a special meeting of the Burleigh County Water Resource District on July 24<sup>th</sup> at 10 am, held in the Tom Baker Meeting Room, City/County Building 221 North 5<sup>th</sup> Street, Bismarck, ND 58501. The top five Buyers will have an opportunity to increase their bids at that time.
3. The Seller reserves the right to reject any and all bids, to waive any irregularities and intends to award the bids at the July 24, 2013 meeting.
4. Buyers shall satisfy themselves as to the local conditions affecting the property.

**PROPOSAL**

The Buyer hereby certifies that he has personally examined the location and places the following bid on the property indicated, and accepts the terms and conditions provided by the Seller.

In submitting this bid it is agreed that this bid may be withdrawn up to the time of the bid opening, and that you have read, understand and agreed to the terms and conditions provided as part of the information associated. In addition it is understood that possession of Property 2 and Property 3 will not occur until after August 15, 2013.

Structure Description		Total Bid
Property Number <u>3</u>	<u>9750 Shop</u>	\$ <u>7700<sup>00</sup></u>
Salvage _____	Removal <input checked="" type="checkbox"/>	

The **Buyer** shall sign and supply all the following information:

Name Stacy L. Tschider  
 Signature [Signature]  
 Address 8606 Island Road  
Bismarck, ND 58503  
 Phone 701-226-4243

High bid  
 # 12,000  
 R



## BILL OF SALE

The Burleigh County Water Resource District, hereinafter "the Seller," for good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, convey, assign, transfer and release to Cliff Feldman, hereinafter known as "the Buyer," all the Seller's right, title, and interest in the residential structure located at 9828 Island Road, Bismarck, North Dakota, hereinafter "the premises," also designated as "Property #4, Boll Residence," including but not limited to all fixtures, improvements, furnishings and appliances which may be present therein at the date of closing, such property being legally described as:

**That Portion Of Lot Eight (8), Block One (1), Riverside Subdivision, Located In Sections Twenty-Seven (27) And Twenty-Eight (28), Township One Hundred Forty (140) North, Range Eighty-One (81) West Of The Fifth Principal Meridian, Burleigh County, North Dakota, Lying Northeast Of The Following Described "Boundary Line": Beginning At The Most Southeasterly Corner Of Said Lot Eight (8); Thence Northeasterly Along The Southeasterly Boundary Of Lot Eight (8), For A Distance Of 60 Feet To The True Point Of Beginning; Thence Northwesterly Along A Line Which Is Parallel To And 60 Feet From The Lot Line Common To Lots Seven (7) And Eight (8), For A Distance Of 325.0 Feet, More Or Less, To The Bank Of The Missouri River.**

And

**Lot Nine (9), Block One (1), Riverside Subdivision, Located In Sections Twenty-Seven (27) And (28), Township One Hundred Forty (140) North, Range Eighty-One (81) West Of The Fifth Principal Meridian, Burleigh County, North Dakota.**

And

**That Portion Of Lot Ten (10), Block One (1), Riverside Subdivision, Located In Sections Twenty-Seven (27) And Twenty-Eight (28), Township One Hundred Forty (140) North, Range Eighty-One (81) West Of The Fifth Principal Meridian, Burleigh County, North Dakota, Lying Southwest Of The Following Described "Boundary Line": 50% Of The Distance Between The Southwesterly Lot Ten (10) Boundary Line That Lies Directly Adjacent To The Lot Line Common To Lots Nine (9) And Ten (10) And The Northeasterly Lot Ten (10) Boundary Line That Lies Directly Adjacent To Lot Line Common To Lots Ten (10) And Eleven (11).**

For the purposes of this document, said fixtures, improvements and personal property includes, but is not limited to, all property that integrally belongs to or is part of the above-described real estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment other than window type, door chimes, built-in items on electrical service cable, and all equipment within the building for improvement, fencing, gates and other attached fixtures, trees, bushes, shrubs, and plants except: \_\_\_\_\_

The Seller sells this premises "as is," and the Buyer hereby acknowledges that the Buyer is purchasing this premises "as is." The Buyer has had the opportunity to inspect the premises, and acknowledges that the Buyer is purchasing the premises in an "as is" condition, without representations or warranties to the contrary, and the Seller hereby disclaims any such warranty or representation.

Consideration for this sale is in the amount of \$ 10,000.

This document shall be effective as of the date of closing.

Dated this 24 day of July, 2013.

Cary Backstrand vice chair  
Burleigh County Water Resource District (Seller)  
By and through its Vice Chairman, Cary Backstrand

Dated this 30 day of July, 2013.

[Signature]  
Buyer



**INFORMATION TO BUYERS**

**BID PROCEDURES – July 15, 2013 Revision**

1. The Burleigh County Water Resource District, hereafter called the “Seller”, will receive bids on the proposal form below. All blanks on the proposal for the property being bid on must be appropriately filled in. The bid must be signed and placed in a sealed envelope addressed to “Burleigh County Water Resource District” with the structure being bid on clearly identified on the outside of the envelope and in the space provided below. Only one bid is allowed per envelope. Bids on multiple structures shall be each placed in separate envelopes, and marked accordingly.
2. Sealed bids shall be delivered either by mail or in person to: Bliss & Stebbins, LLC, 400 East Broadway Avenue, Suite 308, Bismarck, ND 58502-4126 (701-223-5769) until 5 pm (CDT) the day before the bid, or they may be delivered in person at the time and place noted for the bid opening. The sealed bids will be opened during a special meeting of the Burleigh County Water Resource District on July 24<sup>th</sup> at 10 am, held in the Tom Baker Meeting Room, City/County Building 221 North 5<sup>th</sup> Street, Bismarck, ND 58501. The top five Buyers will have an opportunity to increase their bids at that time.
3. The Seller reserves the right to reject any and all bids, to waive any irregularities and intends to award the bids at the July 24, 2013 meeting.
4. Buyers shall satisfy themselves as to the local conditions affecting the property.

**PROPOSAL**

The Buyer hereby certifies that he has personally examined the location and places the following bid on the property indicated, and accepts the terms and conditions provided by the Seller.

In submitting this bid it is agreed that this bid may be withdrawn up to the time of the bid opening, and that you have read, understand and agreed to the terms and conditions provided as part of the information associated. In addition it is understood that possession of Property 2 and Property 3 will not occur until after August 15, 2013.

Structure Description	Total Bid
Property Number <u>4</u>	\$ <u>10,000<sup>00</sup></u>
Salvage _____ Removal <u>X</u>	

The **Buyer** shall sign and supply all the following information:

Name Clint Feland

Signature Clint Feland

Address 3613 Winnipeg Dr.  
Bismarck, ND 58503

Phone 701-595-4524

## BILL OF SALE

The Burleigh County Water Resource District, hereinafter "the Seller," for good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, convey, assign, transfer and release to Cliff Felton, hereinafter known as "the Buyer," all the Seller's right, title, and interest in the residential garage structure located at 9828 Island Road, Bismarck, North Dakota, hereinafter "the premises," also designated as "Property #5, Boll Garage," including but not limited to all fixtures, improvements, furnishings and appliances which may be present therein at the date of closing, such property being legally described as:

**That Portion Of Lot Eight (8), Block One (1), Riverside Subdivision, Located In Sections Twenty-Seven (27) And Twenty-Eight (28), Township One Hundred Forty (140) North, Range Eighty-One (81) West Of The Fifth Principal Meridian, Burleigh County, North Dakota, Lying Northeast Of The Following Described "Boundary Line": Beginning At The Most Southeasterly Corner Of Said Lot Eight (8); Thence Northeasterly Along The Southeasterly Boundary Of Lot Eight (8), For A Distance Of 60 Feet To The True Point Of Beginning; Thence Northwesterly Along A Line Which Is Parallel To And 60 Feet From The Lot Line Common To Lots Seven (7) And Eight (8), For A Distance Of 325.0 Feet, More Or Less, To The Bank Of The Missouri River.**

And

**Lot Nine (9), Block One (1), Riverside Subdivision, Located In Sections Twenty-Seven (27) And (28), Township One Hundred Forty (140) North, Range Eighty-One (81) West Of The Fifth Principal Meridian, Burleigh County, North Dakota.**

And

**That Portion Of Lot Ten (10), Block One (1), Riverside Subdivision, Located In Sections Twenty-Seven (27) And Twenty-Eight (28), Township One Hundred Forty (140) North, Range Eighty-One (81) West Of The Fifth Principal Meridian, Burleigh County, North Dakota, Lying Southwest Of The Following Described "Boundary Line": 50% Of The Distance Between The Southwesterly Lot Ten (10) Boundary Line That Lies Directly Adjacent To The Lot Line Common To Lots Nine (9) And Ten (10) And The Northeasterly Lot Ten (10) Boundary Line That Lies Directly Adjacent To Lot Line Common To Lots Ten (10) And Eleven (11).**

For the purposes of this document, said fixtures, improvements and personal property includes, but is not limited to, all property that integrally belongs to or is part of the above-described real estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment other than window type, door chimes, built-in items on electrical service cable, and all equipment within the building for improvement, fencing, gates and other attached fixtures, trees, bushes, shrubs, and plants except: \_\_\_\_\_

The Seller sells this premises "as is," and the Buyer hereby acknowledges that the Buyer is purchasing this premises "as is." The Buyer has had the opportunity to inspect the premises, and acknowledges that the Buyer is purchasing the premises in an "as is" condition, without representations or warranties to the contrary, and the Seller hereby disclaims any such warranty or representation.

Consideration for this sale is in the amount of \$ 1.00.

This document shall be effective as of the date of closing.

Dated this 24 day of July, 2013.

Cary Backstrand  
Burleigh County Water Resource District (Seller)  
By and through its Vice Chairman, Cary Backstrand

Dated this 30 day of July, 2013.

Chris Johnson  
Buyer



**INFORMATION TO BUYERS**

**BID PROCEDURES – July 15, 2013 Revision**

1. The Burleigh County Water Resource District, hereafter called the "Seller", will receive bids on the proposal form below. All blanks on the proposal for the property being bid on must be appropriately filled in. The bid must be signed and placed in a sealed envelope addressed to "Burleigh County Water Resource District" with the structure being bid on clearly identified on the outside of the envelope and in the space provided below. Only one bid is allowed per envelope. Bids on multiple structures shall be each placed in separate envelopes, and marked accordingly.
2. Sealed bids shall be delivered either by mail or in person to: Bliss & Stebbins, LLC, 400 East Broadway Avenue, Suite 308, Bismarck, ND 58502-4126 (701-223-5769) until 5 pm (CDT) the day before the bid, or they may be delivered in person at the time and place noted for the bid opening. The sealed bids will be opened during a special meeting of the Burleigh County Water Resource District on July 24<sup>th</sup> at 10 am, held in the Tom Baker Meeting Room, City/County Building 221 North 5<sup>th</sup> Street, Bismarck, ND 58501. The top five Buyers will have an opportunity to increase their bids at that time.
3. The Seller reserves the right to reject any and all bids, to waive any irregularities and intends to award the bids at the July 24, 2013 meeting.
4. Buyers shall satisfy themselves as to the local conditions affecting the property.

**PROPOSAL**

The Buyer hereby certifies that he has personally examined the location and places the following bid on the property indicated, and accepts the terms and conditions provided by the Seller.

In submitting this bid it is agreed that this bid may be withdrawn up to the time of the bid opening, and that you have read, understand and agreed to the terms and conditions provided as part of the information associated. In addition it is understood that possession of Property 2 and Property 3 will not occur until after August 15, 2013.

Structure Description	Total Bid
Property Number <u>5</u>	\$ <u>1.00</u>
Salvage _____ Removal <u>X</u>	

The Buyer shall sign and supply all the following information:

Name Clint Feland

Signature Clint Feland

Address 3613 Winnipeg Dr.  
Bismarck, ND 58503

Phone 701-595-4524



# Burleigh County Water Resource District

City/County Office Building - 221 North 5<sup>th</sup> Street  
Bismarck, North Dakota 58501-4028

## Terms and Conditions for Sale of Auctioned Properties

### 1. GENERAL TERMS AND CONDITIONS

The Burleigh County Water Resource District ("Seller") will receive sealed bids for property (i.e., structures) it has acquired through voluntary acquisition. Bids shall be delivered either by mail or in person to: Bliss & Stebbins, LLC, 400 East Broadway Avenue, Suite 308, Bismarck, North Dakota 58502-4126 (701-223-5769) until 5 pm (CDT) the day before the bid, or they may be delivered in person at the time and place noted for the bid opening.

The sealed bids will be opened during a special meeting of the Burleigh County Water Resource District on July 24<sup>th</sup> at 10 am, held in the Tom Baker Meeting Room, City/County Building 221 North 5th Street, Bismarck, ND 58501. The top five Buyers will have an opportunity to increase their bids at that time.

Buyers will not be discriminated against based on sex, race, color, religion, or national origin.

### 2. DISCREPANCIES

Information presented on the Seller's website and printed and digital ads are for informational purposes only. Discrepancies, if any, are the Buyer's sole responsibility. The Buyer agrees to hold the Seller harmless for any damages as a result of discrepancies not resolved at the time of bidding.

### 3. PROPERTY VIEWING

Buyers are encouraged to attend the open house on July 18, 2013 from 1 pm to 4 pm to examine and inspect the structures prior to submitting a bid. Registration shall be at 9700 Island Road. Private showings are available by appointment only, but are not guaranteed. By submitting a bid for any property the Buyer agrees to be bound by the terms and conditions stated herein regardless of whether pre-bid inspection was performed by the Buyer or not and agrees to receive the property "as is" and with all faults and defects.

### 4. CURRENT PHYSICAL CONDITION OF STRUCTURES TO BE AUCTIONED

The Buyer acknowledges that all structures, miscellaneous appurtenances (if installed) or personal property located within the structures are sold "as-is" and "with all faults" and agrees to accept the property under these conditions. The Buyer shall assume all risk with purchasing structures or appurtenances as to the quality, condition or the remaining lifetime of the structure, appurtenances or mechanical features.

The Seller provides no warranties, express or implied of any kind as to the structures or appurtenances, including any warranties of merchantability or fitness for a particular purpose, or warranty of habitability with respect to the property described. Any and all damage as a result from prior ownership shall not be repaired by the Seller. Necessary repairs shall be the responsibility of the Buyer.

5. **AUCTION DETAILS**

Auction details will be posted on the Burleigh County Water Resource District's website located at [www.bcwrtd.org](http://www.bcwrtd.org). Specific questions as to the sale may be directed to District Engineer Michael Gunsch (323-0200) or David Bliss, Bliss & Stebbins, LLC (223-5769).

6. **SUBMITTING A BID**

All bids shall be binding. The Buyer will be required to sign a bill of sale and must comply with the terms and conditions stated herein and those terms and conditions set forth in the bill of sale. Retractions of bids will not be allowed.

Bids submitted for each structure shall include all contents and miscellaneous appurtenances. Trees are excluded from the property and shall remain with the property. Bids received shall be for moving the structure and its contents or for salvage rights. If the Buyer is only interested in salvaging items they may do so as long as they adhere to the Terms & Conditions stated herein. The Seller will demolish all structures remaining after October 15, 2013. An extension of this date at the request of the Buyer may be considered at the Seller's discretion. Bids received for removal and relocation will be given priority over bids received for salvage, regardless of price.

Seller retains ownership of the real estate at all times.

7. **SECURITY DEPOSIT AND DEFAULT**

The Buyer shall pay to the Seller \$5,000 as a security deposit over and above the agreed-upon sale price. The security deposit will be returned to the Buyer if the following conditions are met: 1)The Buyer removes the structure(s) or completes all salvaging from the property no later than October 15, 2013; and 2) the Buyer removes any remaining debris or hazardous waste and performs all items listed in #10 below. Failure to comply by October 15, 2013 will result in the Buyer's forfeiture of the security deposit to the Seller. Further, the Buyer shall forfeit any and all rights to the structure(s) purchased, the purchase price paid to the Seller and any monies invested in the structure(s). The Seller shall then take ownership of the structure and may resell or demolish the structure at its discretion.

The security deposit shall be paid to the Seller in full at the close of the auction (no exceptions).



8. **INSURANCE AND RISK OF LOSS**

The Buyer is responsible for obtaining insurance on the property on the date of the sale. Risk of loss or damage to the property will transfer from the Seller to the Buyer upon acceptance of the Buyer's bid. The Seller shall not be held responsible for any losses incurred by the Buyer once the auction is complete and the sale is finalized.

If flooding conditions occur and warrant emergency flood protection to be placed on the existing lot, the Seller reserves the right to construct emergency flood protection operations on the existing lot. Emergency flood protection measures may consist of house demolition with levee construction, levee placement around, in front, or behind the existing house or other appropriate measures. The Buyer agrees to hold the Seller harmless if the structure purchased sustains damage as a result of installation of flood protection measures. If the structure is demolished as part of emergency flood protection operations, the Seller will refund the entire purchase price for the structure(s) along with the security deposit to the Buyer. Any preparatory work performed on the structure by the Buyer or the Buyer's agent to relocate the structure will be the sole cost of the Buyer and those costs **will not** be reimbursed by the Seller.

9. **HOUSE RELOCATION REQUIREMENTS, GUIDELINES AND PROCEDURES**

**Buyer acknowledges that the deadline for moving structures or completing salvaging operations is on or before October 15, 2013.** The Buyer and house mover ("Buyer's agent") shall have the right to enter upon the property when payment for deposit and sale price is received in full through October 15, 2013 and at all reasonable times to perform such preparatory work as is needed to relocate the structure. Work hours are restricted to between 7 a.m. and 7 p.m. Monday – Saturday. Excessively loud exterior and/or interior preparatory work shall not be performed on Sundays. The Buyer shall take all reasonable efforts to minimize disruption & minimize loud activities that may disturb neighboring property owners.

No tree trimming or tree removal will be permitted. Houses too large to be moved in one piece may be divided into smaller sections. It is the Buyer's and the Buyer's agent's responsibility to determine maximum dimensions for safe relocation without damage to roadways or adjoining utilities and property.

Buyers submitting a bid are certifying that they have consulted a house mover prior to submitting a bid. Wide structures will either be divided into multiple sections or alternate accommodations will be provided. If the Buyer does not divide the house into multiple sections, or alternate accommodations are not provided, the Buyer agrees that the house will not be moved and will be limited to salvage rights only. Buyers must secure written agreements with the private property owners if they plan to move structures across private property. The Buyer and the private property owner must be in agreement regarding restoring any damage to private property resulting from moving structures. The Seller will not be a participant in agreements between the private property landowners and the Buyer to restore any damage created.

The Buyer agrees that the Buyer or the Buyer's agent will be responsible for securing all permits necessary to move the structure by the deadline date of October 15, 2013. All departments listed on the application must approve the move. Moved structures may not be temporarily stored on Township, City or County owned property or right-of-way.

The Buyer is solely responsible for all risk and costs associated with moving of the structures and shall include, but be not limited to, the following:

- i. New lot purchase and preparation of submittal documents for agency approvals.
- ii. Permit fees, performance bonds, utility accommodations, traffic control, etc.
- iii. Lot preparation, grading, elevating, compacting fill, storm water erosion protection BMP's.
- iv. Public and private utility connections (sanitary sewer, water, cable TV, telephone, natural gas, electric, etc.) at the new lot.
- v. Moving of house, garage(s), detached structures, etc.
- vi. Repair damage to public streets, pavement, curbs, sidewalks, boulevards, etc. incurred during the move as a result of the Buyer's or the Buyer's agent's actions and/or movements.
- vii. Repair any damage to adjoining private property caused by the Buyer or the Buyer's agents to the satisfaction of the Seller.
- viii. Existing site and street right of way cleanup of all building materials, trash, moving equipment, materials, haul roads, etc.
- ix. New foundation construction.
- x. Sidewalk, driveway & driveway approach at new site.
- xi. Boulevard tree planting and any other required by ordinance, covenants and applicable regulations at the new site.
- xii. The Buyer is solely responsible for any needed repairs or applicable code compliance requirements.

**10. REMOVAL OF THE STRUCTURE FROM THE PROPERTY AND SITE CLEANUP**

The Buyer and the Buyer's agent must secure all permits necessary prior to the completion date of October 15, 2013 to move the structures.

The Buyer agrees not to dispose hazardous waste in, on or around the structure. The Buyer may remove any materials that exist in the structures at the time of purchase. If large amounts of debris, garbage or hazardous waste is left behind by the Buyer and it is deemed by the Seller to be supplemental to the materials that existed pre-purchase, the security deposit will be forfeited by the Buyer.

The Seller will assume site protection responsibilities only upon completion and acceptance of all required site cleanup activities. The Seller will take responsibility to protect exposed excavations, foundations, or other hazards by installing barricades, orange snow fencing or other appropriate measures around dangerous openings. The Seller will contract the demolition & removal of existing foundations, driveways, concrete flat work, trees, sandbags, sediment, landscaping, along with site backfill & restoration.

The Seller retains the right to withhold any portion or the full amount of the security deposit deemed necessary to remove additional debris that is found to be in violation of these terms and conditions.

If the Buyer is relocating the structure(s):

The Buyer and/or the Buyer's agent shall neatly separate into piles differing materials they encounter while preparing the structure to be moved. Concrete or exterior brickwork that is removed to facilitate moving (partial removal of foundation walls, garage slabs, sidewalks, driveways, etc.) shall be kept separate from other materials and stockpiled in a neat pile located on the property. Topsoil and clay that may need to be removed around the foundation shall be separated and stockpiled in separate neat piles on the property (topsoil stockpile & clay stockpile). Any sand bedding under concrete slabs shall be stockpiled into a separate pile. Landscaping rock and appurtenances, etc. shall be stockpiled separately in a neat pile on the property. Trees around the structure that may need to be removed to facilitate moving shall require advance approval from the Seller prior to their removal. Upon approval, the trees may be stockpiled adjacent to the curb and the Seller will dispose of them.

If all materials are separated into neat piles, the Buyer may leave them on-site for the Seller to dispose of. If the Buyer and/or the Buyer's agent commingles concrete, bricks, siding, landscaping rock & appurtenances, wood, trees, brush, topsoil, clay and other miscellaneous building materials into one contiguous pile, the Buyer and/or Buyer's Agent will be responsible for disposing that material offsite at the Buyer's own expense. Any piles of commingled materials remaining on-site on October 30, 2013 will be removed by the Seller and the security deposit will be forfeited by the Buyer. The Buyer and/or the Buyer's agent is encouraged to contact the Seller during moving operations to determine if their actions on-site are in line with this requirement or if they need to change their practices of separating piles to comply with this requirement for their deposit to be reimbursed.

If the Buyer and/or the Buyer's agent remove walls from the basement (drywall & wall studs) or a deck from the exterior of the structure the materials must be placed in a roll off dumpster that shall be acquired and disposed of at the Buyer's expense. Roll off dumpsters must be removed no later than October 15, 2013

If the Buyer salvages materials from the structure(s):

If the Buyer salvages windows and exterior main doors from the structure(s), the Buyer shall secure the entire perimeter of all exterior openings (1<sup>st</sup> and 2<sup>nd</sup> floors) with ½" plywood secured to the structure with 2" decking screws as necessary to fasten the plywood to the structure. This requirement also applies to skylights that may be removed from the roof by the Buyer and/or Buyer's agent. If the Buyer salvages car garage doors from the structure(s) the Buyer does not need to secure those openings with plywood.

Any items that the Buyer and/or the Buyer's agent may remove from the structure(s) that will not be removed from the property must be neatly placed inside the structure and not strewn around the foundation and property. Examples of this placement include removing brickwork around windows, siding, miscellaneous building materials, etc. Any materials that have the potential to become airborne (blown-in insulation, etc.) must be secured with plastic to prevent them from becoming airborne.

11. **ASBESTOS AND LEAD PAINT**

The Seller will secure an independent asbestos testing company to perform asbestos testing in all structures prior to the auction. The list of reported asbestos containing materials for any structure will be made known to the Buyer via [www.bcwrd.org](http://www.bcwrd.org). The Seller does not warrant that all items have been tested for the presence of asbestos and makes no guarantee to the completeness of the testing process and report.

The Seller will not abate the asbestos if it is found in a structure prior to the sale of the property. The Buyer agrees to purchase the structure on an "as-is" basis and will be responsible for proper asbestos abatement. If applicable, the Buyer agrees to have a licensed asbestos contractor certify that the items on the list are in good condition prior to moving. If the asbestos can become friable during the move it shall be abated by an individual licensed with the North Dakota Department of Health in accordance with all current rules and regulations regarding asbestos abatement and disposal. Once the house has been moved, the licensed asbestos contractor must inspect the items on the list and certify that none have become friable.

The Seller has not, and will not, test for the presence of lead-based paint. If a structure was built prior to 1978, it is assumed to contain lead based paint. The Buyer shall be responsible for proper abatement. The Buyer will be required to acknowledge that the property may contain lead paint at the end of the auction if the structure was built prior to 1978.

12. **FLOODPLAIN REQUIRMENTS FOR HOUSES RELOCATED WITHIN BURLEIGH COUNTY OR THE CITY OF BISMARCK**

All structures relocated to parcels of land within Burleigh County or the City of Bismarck will be subjected to all city or county ordinances, regulations, guidelines, procedures, flood proofing requirements and all special provisions listed below. Structures will not be allowed to be relocated to parcels located within the designated setback distances from rivers or drains.

Structures relocated to a parcel of land within Burleigh County or the City of Bismarck that is mapped in the 500 year floodplain will be mandated to install a flood proof foundation. The top of the foundation wall and/or lowest opening, and crawl space must be elevated 2.0' above the 100-year Base Flood Elevation (BFE). Imported fill on the lot must be elevated such that the fill at the foundation is 2.0 feet above the BFE and shall transition to the BFE a minimum of 25 feet away from the structure in all directions. Imported fill must be compacted to 95%. Records of compaction testing must be taken during fill placement and compaction to verify soil compaction.

The Buyer shall submit to the City/County Floodplain Manager the following items for approval prior to house moving:

- i. Legal description of the lot the house will be moved to.
- ii. Alta survey of the new lot.
- iii. Site plan which details proposed and minimum dimensional standards to include all front, rear, and side yard setbacks.
- iv. Elevation and grading site plan.
- v. Proof of compliance to all zoning, land use, subdivision covenants or other regulations allowing the house to be moved to the site.
- vi. Performance bond or other appropriate performance guarantees to ensure completion of the move.
- vii. List of all contractors with specified duties to complete all work items associated with moving and relocation. All contractors shall be licensed in the field of their specified duties.
- viii. Summary costs and bid proposals/contracts for all work items.
- ix. Letter of Map Revision based on Fill (LOMR-F) submittal prepared by a registered Professional Engineer. Fees to process the LOMR-F are the responsibility of the Buyer.
- x. Properties located in the 100 year floodplain: LOMR-F shall be prepared and completed by a registered Professional Engineer. The Buyer shall submit a completed LOMR-F to FEMA **and** the City/County Floodplain Administrator for their review and approval.
- xii. If the LOMR-F application is being processed but not completed by the October 15, 2013 deadline, the Buyer may apply for a permit to move the structure to a temporary storage area designated by the Buyer or Buyer's Agent until the LOMR-F application has been approved. Structures shall not remain on their current foundations past the October 15, 2013 deadline, without written authorization from the Seller and may not be temporarily stored on Township, City or County owned property or right-of-way. No structure shall be placed at its final location prior to meeting all provisions of these terms and conditions.









CASH RECEIPT - NORTH DAKOTA  
STATE JUDICIAL SYSTEM

Nº 21991

Received From: Bliss & Sebbins Law Firm LLC Date: 7/30 2013

Address: Boonville, ND # 3479

Twenty five & no Dollars \$ 25

For: E-File Purchase (Kruyer v  
Kruyer # 20130129)

Unit	18000	Dept. ID	0600	Received By:	<u>Wandy Hul</u>
Account	463019	State Fund	001		<u>Wesley</u>
Project ID		Activity ID			<u>Wesley</u>



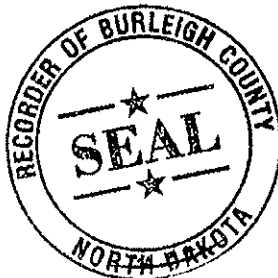
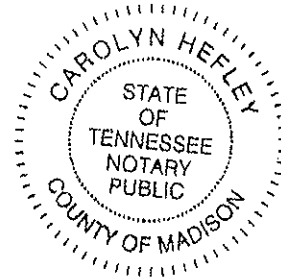
Barbara Belle Perry Cichy  
Barbara Belle Perry Cichy, Affiant

Subscribed and sworn to before me on this 17 day of July, 2013.

Carolyn Healey  
Notary Public  
Madison County, Tennessee

S:\Burleigh County Water Resource 22-229\Hogt Island Project\Affidavit of Waiver of Right of First Refusal 7-10-13.doc

My Commission Expires June 21, 2016



**791768**

\$23.00  
Page: 2 of 2  
7/24/2013 8:52 AM  
Burleigh County

Debbie Kishus

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## Mona Livdahl

---

**From:** Chanda Fredericks [cfredericks@blisslaw.com]  
**Sent:** Monday, July 22, 2013 8:53 AM  
**To:** mona@midco.net  
**Cc:** dbliss@blisslaw.com  
**Subject:** Hogue Island Project/ Re: Bernard  
**Attachments:** Recorded Judgment (Pg. 1).pdf; Recorded Judgment (Pg. 2).pdf; Recorded Satisfaction of Judgment (Pg. 1).pdf; Recorded Satisfaction of Judgment (Pg. 2).pdf; Reciept- Recording Fees.pdf

Mona,

Please see a copy of the following attached documents in regard to Steven Bernard/Hogue Island Project:

1. **Recorded Judgment (Pg. 1);**
2. **Recorded Judgment (Pg. 2);**
3. **Recorded Satisfaction of Judgment (Pg. 1);**
4. **Recorded Satisfaction of Judgment (Pg. 2); and**
5. **Receipt for recording fees.**

Sincerely,  
Chanda Fredericks



Chanda Fredericks  
Legal Secretary  
BLISS & STEBBINS LAW FIRM, LLC  
400 E. Broadway Ave., Suite 308  
PO Box 4126  
Bismarck, ND 58502-4126  
(701) 223-5769 (office)  
(701) 751-1242 (fax)  
[cfredericks@blisslaw.com](mailto:cfredericks@blisslaw.com)

[www.blisslaw.com](http://www.blisslaw.com)

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Note: Only Checked Areas Apply

JUDGMENT

STATE OF NORTH DAKOTA

IN SMALL CLAIMS COURT

COUNTY OF BURLEIGH

Case No. 08-2013-SC-00001

David James Lutman; Carrington House Movinn

VS

Steve Bernard

Plaintiff

Defendant

I. Judgment of Dismissal without prejudice following:

- Settlement before hearing
Plaintiff's request
Failure to prosecute

- Lack of jurisdiction
Lack of proper service
Removal to District Court

X II. Hearing held on 04 March 2013 Plaintiff (not) present. Defendant (not) present. Upon the evidence presented (in contested hearing X) (in default hearing)

III. Default review on

JUDGMENT IS HEREBY GRANTED AS FOLLOWS:

X On Plaintiff's claim in favor of Plaintiff and against Defendant

On Defendant's counterclaim in favor of Defendant and against Plaintiff

for the sum of \$3000.00 plus current costs due \$35.00 making a total judgment of \$3,035.00

for the sum of \$ plus current costs due \$ making a total judgment of \$

Offset: (Plaintiff) (Defendant) owes a final balance of \$ to other party.

X Additionally:

plus interest on judgment at 6.5%

Plaintiff's claim is in all things dismissed. Defendant's claim is in all things dismissed.

Dated 04 March 2013

Wayne Groth Judge of said Court

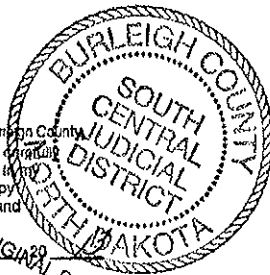
NOTICE OF ENTRY OF JUDGMENT

Please take notice that the above judgment has been entered against you, the (Defendant). You may pay the winning party directly, securing a written satisfaction of judgment from him and filing same in this court.

Debra Simenson Clerk of Court

STATE OF NORTH DAKOTA COUNTY OF BURLEIGH } ss

I, DEBRA SIMENSON, Clerk of District Court for Burleigh County North Dakota, DO HEREBY CERTIFY that I have compared the foregoing with the original records in my office and that the same is a true and correct copy thereof. IN WITNESS WHEREOF, I have signed and affixed the seal of the Court, at Bismarck, ND on this 16th day of July 2013.



DEBRA SIMENSON CLERK OF DISTRICT COURT

By: Mary Miller Deputy

By: Michel Brung Deputy Clerk of Court

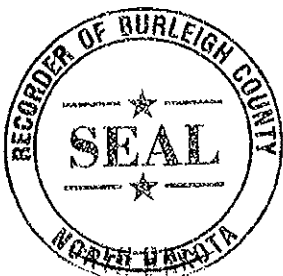
RECEIVED & FILED

MAR 04 2013

Clk. of Crt. Burleigh Co.

126

Lot 1, Block 1, Riverside Subdivision in all that part of Section 27 and Section 28,  
Township 140 North, Range 81, West of the Fifth Principal Meridian, Burleigh County,  
North Dakota



BLISS & STEBBINS LAW FIRM LLC

JUDGE

*Melissa Hanson, Deputy*

**791333**

\$23.00  
Page: 2 of 2  
7/17/2013 3:48 PM  
Burleigh County

127

FORM 9 - Small Claims Court Act

Burleigh COUNTY, NORTH DAKOTA, SMALL CLAIMS COURT CASE NO. 08-2013-SC-00001

NOTE: When the Judgment Debtor has fully paid the judgment sum, the Judgment Creditor must sign a Satisfaction of Judgment. The Satisfaction of Judgment should then be filed with the court

David Lutman ; Carington House Mng., Plaintiff

vs.

Steve Bernard, Defendant

SATISFACTION OF JUDGMENT

The judgment, in the above designated case, is hereby satisfied, and I direct the Clerk of Court to enter satisfaction of the judgment in my favor, such judgment having been fully paid and satisfied.

David Lutman  
Signature of Judgment Creditor

Subscribed and sworn to before me on July 8 2013

Lori Hagel  
Clerk or Notary Public

If notary, my commission expires: 9/8/2016

Foster County, North Dakota

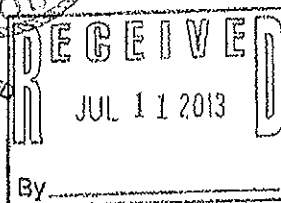
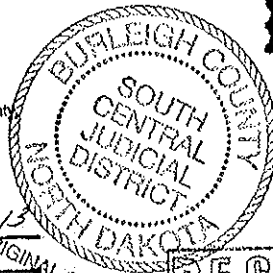
LORI HAGEL  
Notary Public  
State of North Dakota  
My Commission Expires Sept. 8, 2016

STATE OF NORTH DAKOTA }  
COUNTY OF BURLEIGH } ss

I, DEBRA SIMENSON, Clerk of District Court for Burleigh County, North Dakota, DO HEREBY CERTIFY that I have carefully compared the foregoing with the original record in my office and that the same is a true and correct copy thereof. IN WITNESS WHEREOF, I have signed and affixed the seal of the Court, at Bismarck, ND, on this 16th day of July 2013

DEBRA SIMENSON  
CLERK OF DISTRICT COURT

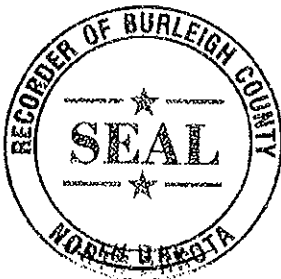
By Sherry Mills Deputy



Revised 08/2010

Filed - Clerk of District Court  
7/16/2013 1:34:57 PM  
Burleigh County, ND

Lot 1, Block 1, Riverside Subdivision in all that part of Section 27 and Section 28,  
Township 140 North, Range 81, West of the Fifth Principal Meridian, Burleigh County,  
North Dakota



BLISS & STEBBINS LAW FIRM LLC  
SATJ

*Melissa Hansen, Deputy*

**791334**

\$23.00  
Page: 2 of 2  
7/17/2013 3:48 PM  
Burleigh County

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Receipt #590176  
7/17/2013 3:48:00 PM

Burleigh County Recorder  
Bismarck, ND

Cust: BLISS & STEBBINS LAW FIRM

User: erinp

Drawer: Cash 1

Doc #791333

JUDGMENT

2 pages \$23.00

Doc #791334

SATISFACTION OF JUDGMENT

2 pages \$23.00

**Total Fee(s) :** \$46.00

**Amount Received :** \$46.00

Check 3465 \$26.00

Check 3467 \$20.00

**Change :** \$0.00

Thank you!!!

*Burleigh County & Burleigh County Park Board  
Insurance Summary  
2013/2014*

GENERAL LIABILITY - Occurrence Form

Combined Single Limit for Personal Injury and Property Damage Liability  
\$2,000,000 Per Person / \$2,000,000 Per Occurrence

Includes Premises Medical Payments - \$1,000  
Includes Employers Liability (Stop Gap)  
Includes Broad Form Endorsement  
Includes Boat Liability for Sheriff Department  
Includes Premises Liability for Flooded Houses owned by Water District  
Excludes Pollution & Airport Liability

Additional Covered Parties:  
Burleigh County Water Resource District  
Guardian & Protective Services Inc. - Public Administrator  
Marco Inc.

GOVERNANCE LIABILITY

\$2,000,000 per occurrence

PROFESSIONAL SERVICES LIABILITY

\$2,000,000 per occurrence

SCHEDULED EQUIPMENT

Limit of Contractor's Equipment = \$4,499,941  
Limit Emergency Services Equipt = \$ 118,600  
Limit for FEMA Travel Trailers = \$ 8,000  
-Actual Cash Value  
-\$1,000 deductible

## AUTOMOBILE COVERAGE

\$2,000,000 Any One Accident/Occurrence  
\$ 30,000 Personal Injury Protection (No Fault)  
\$ 25,000 Per Person / \$50,000 - Per Occurrence  
for Uninsured & Underinsured Motorist  
\$2,000,000 Hired & Non-Owned Auto Liability

\$500 ded - Comprehensive and Collision - Specific Sheriff's Dept Vehicles  
\$100/\$500 ded – Comprehensive and Collision – Specific County Vehicles

Special Endorsement extends Liability Coverage to 37 listed employees of  
Burleigh County Social Services while performing their duties – no  
coverage for physical damage or personal use of vehicles.

### Additional Covered Party

- Bismarck Public Library - Bookmobile Billed Separately
- Enterprise Holdings Inc. – Undercover Vehicles

## DISCLAIMER

The summary presented is based upon the exposures to loss made know to the agency. Any change in these exposures (i.e. new operations, new products, liability excepted by contract, etc.) need to be promptly reported to our agency in order that proper coverage may be put in place.

This summary is only a very general reference to what coverage the actual insurance policy provides and is not intended to describe all details in the policy of insurance and is subject to all terms, provisions, conditions and exclusions as contained therein. You should not rely upon this generalized summary, but review the actual policy for complete description and details regarding coverage.

## Mona Livdahl

---

**From:** David Bliss [dbliss@blisslaw.com]  
**Sent:** Wednesday, August 07, 2013 4:09 PM  
**To:** Michael Gunsch; Mona Livdahl; Terry Fleck; Kathleen Jones  
**Subject:** RE: Clint Feland, Inc. certificate

Mike,

The county has, and will maintain, a \$2 million general liability policy on the respective properties. The Board need not continue with the structural insurances now that we have confirmation from both Mr. Tschider and Mr. Feland that they're covering their respective structures.

Burnt Creek – good question, I'll check it out.

Dave



DAVID R. BLISS  
Bliss & Stebbins Law Firm, LLC  
400 E. Broadway Ave., Suite 308  
PO Box 4126  
Bismarck, ND 58502-4126  
(701) 223-5769 (office)  
(701) 471-3972 (cell)  
(701) 751-1242 (fax)  
[dbliss@blisslaw.com](mailto:dbliss@blisslaw.com)

[www.blisslaw.com](http://www.blisslaw.com)

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**From:** Michael Gunsch [mailto:[mgunsch@houstoneng.com](mailto:mgunsch@houstoneng.com)]  
**Sent:** Wednesday, August 07, 2013 9:14 AM  
**To:** 'David Bliss'; Mona Livdahl; Terry Fleck; Kathleen Jones  
**Subject:** RE: Clint Feland, Inc. certificate

Dave:

Understand on the fire and tornado, though the property would need to remain under coverage for liability.

Another question is the Burnt Creek properties. They are a scattered low, but the BCWRD does hold ownership. Not sure these properties are covered? Something to verify.

Michael Gunsch



# North Dakota Insurance Department

Adam Hamm, Commissioner

July 18, 2013

Cary Backstrand  
Burleigh County WRD Flood Homes  
PO Box 5518  
Bismarck, ND 58502-5518

RE: Policy #2542, Burleigh County WRD Flood Homes

Dear Cary:

Our office has received the rate to insure the two flood home properties. The effective date of coverage on these two homes is July 1, 2013.

This letter will explain each of the enclosed items. The first page is the Commercial Building and Personal Property Scheduled Insurance Coverage Declaration A & Premium Notice form. The top section of the form lists the policyholder information, the premium amount due and property deductible of \$5,000. Below the heading of "Special Limits-See Policy" are limits of liability specific to the property coverage forms. The coverage forms are located on our website at:

<http://www.nd.gov/ndins/special/state-fire-and-tornado-fund>

The bottom portion of this form is the PREMIUM NOTICE listing the amount due of \$65.70. Please remove this section and return with your payment to the ND Insurance Department, 600 E Blvd Ave, Bismarck, ND, 58505-0320.

The page located behind the Declaration A/Premium Notice is the Endorsement listing the two homes, the location, the effective date, the building property (BP) value at the coverage type of ACV (depreciated value) and the premium amounts.

In our telephone conversation today I stated the value of the homes had changed due to a letter from Al Vietmeier dated July 16, 2013, who provided a salvaged value for each property. Included with this letter are the revised Building Application forms. Please sign and date the bottom section of the second page and return to me. May I have these returned by the beginning of next week?

Because the ND Insurance Department Fire & Tornado Fund cannot provide all your coverage needs and/or limits greater than what is provided in the coverage forms, our office recommends you review additional coverage's and/or increased limits with a local independent insurance agent.

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Cary Backstrand  
July 18, 2013  
Page s

Should you have questions or concerns on insuring property with our office, please contact me at 701.328.9603 or by email at [bmehlhof@nd.gov](mailto:bmehlhof@nd.gov). *Thank you!*

Sincerely,  
  
Barbara A. Mehlhoff, Underwriter

Enclosures

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**BUILDING APPLICATION**  
 NORTH DAKOTA INSURANCE DEPARTMENT  
 STATE FIRE AND TORNADO FUND  
 SFN 16259 (1-2012)

**INSTRUCTIONS FOR COMPLETING FORM**

- 1) New Buildings and Additions to Existing Buildings:
  - Complete entire form when adding a new building or an addition to an existing building.
  - Complete a diagram on the back page showing exterior dimensions.
- 2) If building has previously been appraised by our office, please complete building improvement question #19.
- 3) Provide exterior photos showing all sides.
- 4) Provide itemization of building costs.
- 5) Complete each question or form will be returned.

Policy Number 2542		Item Number 2		Effective Date		Policyholder Burleigh County WRD Flood Homes	
Property Street Address 9828 Island Rd				Owner's Mailing Address PO Box 5518			
City Bismarck		State ND	ZIP Code 58503	City Bismarck		State ND	ZIP Code 58502-5518
Contact Person Cary Backstrand				Telephone Number (701) 471-9134		Fax Number	
E-mail Address cback@bis.midco.net							
Provide Amount of Coverage:				Describe use for building			
Replacement Cost - (RC) _____ or Actual Cash Value - (ACV) - Building (Do not include land value or detached property) _____ or _____ \$ 12,900.00 - Personal Property (Content) _____ or _____				Vacant flood home and detached structure. Value is salvage structure value based on letter from Allan Vietmeier, Burleigh County Tax Director, dated 7/16/13.			
<b>1. Check Construction Type</b>							
<input type="checkbox"/> Frame		A building where the exterior walls, bearing walls and partitions, and the structural floors and roof, and their supports, are wood or light-gauge metal. This includes buildings where the wood or light-gauge metal has been combined with other materials to form composite components such as wood or metal studs with brick or stone veneer, stucco, or metal siding.					
<input type="checkbox"/> Joisted Masonry		A building that has the exterior walls constructed of masonry materials such as brick, hollow or solid concrete block, concrete, gypsum block, clay tile, stone or similar materials. The structural floors and roof are of wood or light-gauge metal.					
<input type="checkbox"/> Pre-Engineered Metal		A building that employs a system of pre-engineered rigid steel framing members. The exterior walls are of metal siding, sandwich panels, or masonry, and the roof is clad with metal roofing or sandwich panels.					
<input type="checkbox"/> Steel Frame (Masonry)		A building where the structural floors and roof are of unprotected non-combustible materials such as metal decking or concrete on metal decking and are supported by an unprotected structural steel frame, fire resistive exterior walls, or a combination of both.					
<input type="checkbox"/> Protected Steel Frame		A building where the structural floors and roof, and their supports are of non-combustible construction with a fire rating of not less than one hour.					
<input type="checkbox"/> Reinforced Concrete Frame		A building where the structural floors and roof, and their supports are of materials such as precast or poured-in-place reinforced concrete.					
<b>2. Number of Stories</b>		<b>3. Total Square Footage of all Floors, Excluding Basement (Provide diagram in #20)</b>				<b>4. Height of Exterior Wall</b>	
5. Basement <input type="checkbox"/> Yes <input type="checkbox"/> No Finished _____ Sq. Ft. Unfinished _____ Sq. Ft.		6. Crawl Space <input type="checkbox"/> Yes <input type="checkbox"/> No _____ Sq. Ft.		7. Foundation <input type="checkbox"/> 8' Deep <input type="checkbox"/> 4' Deep <input type="checkbox"/> Concrete Slab		8a. Approximate Year Built of Original Building  8b. Approximate Year Built of Each Addition	

OVER

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**9. Roof Covering Material**

Asphalt shingles                       Single-ply membrane                       Wood shakes or shingles  
 Built-up, tar and gravel or rock                       Steel

**10. Heating System**  Yes  No                       Geothermal heating  
 Boiler and piping only                       Gas, oil, or electric suspended unit heaters  
 Electric baseboard or wall unit                       Steam or hot water with convectors or radiators  
 Forced warm air                       Steam or hot water with suspended unit heaters  
 Heat pump                       Thru-wall units

**11. Air Conditioning System**  Yes  No  
 Forced cool air  
 Thru-wall units

**12. Electrical**  Yes  No                      **13. Plumbing**  Yes  No                      **14. Sprinkler System**  Yes  No

**15. Freight Elevators**  Yes  No                      **16. Passenger Elevators**  Yes  No                      **17. Fire Detection System**  Yes  No

**18. Unique/Additional Features:** (Examples include but are not limited to: stages, exterior decking, emergency electrical generators, domed roof, marble floor, stained glass windows, permanently installed mechanical equipment, mezzazine, balconies, heating stack, fireplace)  
Description                       Cost

**19. Building Improvements:** (Examples include but are not limited to: wiring, plumbing, heating, siding, roofing, etc.) A copy of the construction invoice must be submitted for each building improvement.

IDENTIFY IMPROVEMENTS	YEAR	COST
_____		
_____		

IDENTIFY IMPROVEMENTS	YEAR	COST
_____		
_____		

**20. Building Diagram Showing Exterior Dimensions:**

Signature of Policyholder. This form must be signed and dated. *Cary Backstrand*                      Date 7/22/13

If you have questions on completing this form, please contact our office at 701-328-9600.

Return completed form and photos to: North Dakota Insurance Department  
600 E. Boulevard Ave.  
Bismarck, ND 58505-0320  
Fax: 701-328-9610

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**Mehlhoff, Barbara A.**

---

**From:** Allan Vietmeier [avietmeier@nd.gov]  
**Sent:** Monday, July 15, 2013 10:47 AM  
**To:** dbliss@blisslaw.com; Mehlhoff, Barbara A.  
**Subject:** 6743 Prairie Sage Pl.docx  
**Attachments:** 6743 Prairie Sage Pl.docx

Barb and Dave,

Here is a letter that indicates what I had on each of the remaining structures that were acquired but the Burleigh County Water Resource district.

If you have any other questions or need further information let me know.

Allan Vietmeier  
Burleigh County Tax Director  
[avietmeier@nd.gov](mailto:avietmeier@nd.gov)  
(701)222-6691

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STATE OF NORTH DAKOTA  
*County of Burleigh*  
221 N 5<sup>th</sup> St Bismarck ND 58501

---

July 16, 2013

Hogue Island Homes:

Our office was recently asked to provide a value estimate for the properties purchased by Burleigh County Water Resource District. These properties were part of an acquisition project that started after the 2011 Missouri River Flood. One of the properties was completely consumed by the river causing the home to fall into the river. The other three properties have varying degrees of damage and were given a salvage value for taxable purposes.

Those values are as follows:

9700 Island Rd  
2012 Salvage Structure Value - \$12,800 -

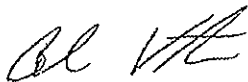
9750 Island Rd  
2012 Salvage Structure Value - \$70,600 - insured by previous owner. B.

9828 Island Rd  
2012 Salvage Structure Value - \$12,900 -

The 2012 values are used because the 2013 values are not yet certified.

If you have any questions, please call 222-6691.

Sincerely,



Allan Vietmeier  
Burleigh County Tax Director

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive all invoices and documentation related to the loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the signed sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:
  - (1) We have reached agreement with you on the amount of loss; or
  - (2) An appraisal award has been made.

#### 5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

#### 6. Vacancy

##### a. Description of Terms

- (1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:

- (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
  - (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:
    - (i) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or
    - (ii) Used by the building owner to conduct customary operations.
- (2) Buildings under construction or renovation are not considered vacant.

##### b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
  - (a) Vandalism;
  - (b) Sprinkler leakage, unless you have protected the system against freezing;
  - (c) Building glass breakage;
  - (d) Water damage, including frozen water pipes;
  - (e) Theft; or
  - (f) Attempted theft.
- (2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

#### 7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. At actual cash value as of the time of loss or damage, except as provided in b., c., d., e. and f. below.
- b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

**BUILDING APPLICATION**  
 NORTH DAKOTA INSURANCE DEPARTMENT  
 STATE FIRE AND TORNADO FUND  
 SFN 16259 (1-2012)

**INSTRUCTIONS FOR COMPLETING FORM**

- 1) New Buildings and Additions to Existing Buildings:  
 - Complete entire form when adding a new building or an addition to an existing building.  
 - Complete a diagram on the back page showing exterior dimensions.
- 2) If building has previously been appraised by our office, please complete building improvement question #19.
- 3) Provide exterior photos showing all sides.
- 4) Provide itemization of building costs.
- 5) Complete each question or form will be returned.

Policy Number 2542	Item Number 1	Effective Date 7/1/2013	Policyholder Burleigh County WRD Flood Homes		
Property Street Address 9700 Island Rd			Owner's Mailing Address PO Box 5518		
City Bismarck	State ND	ZIP Code 58503	City Bismarck	State ND	ZIP Code 58502-5518
Contact Person Cary Backstrand			Telephone Number (701) 471-9134	Fax Number	
E-mail Address cback@bis.midco.net					

Provide Amount of Coverage:  <table style="width: 100%;"> <tr> <td style="text-align: center;">Replacement Cost - (RC)</td> <td style="text-align: center;">or</td> <td style="text-align: center;">Actual Cash Value - (ACV) - Depreciated Value</td> </tr> <tr> <td style="text-align: center;">- Building (Do not include land value or detached property)</td> <td style="text-align: center;">or</td> <td style="text-align: center;">\$ 12,800.00</td> </tr> <tr> <td style="text-align: center;">- Personal Property (Content)</td> <td style="text-align: center;">or</td> <td style="text-align: center;">_____</td> </tr> </table>	Replacement Cost - (RC)	or	Actual Cash Value - (ACV) - Depreciated Value	- Building (Do not include land value or detached property)	or	\$ 12,800.00	- Personal Property (Content)	or	_____	Describe use for building  Vacant flood home. Value is salvage structure value based on letter from Allan Vietmeier, Burleigh County Tax Director, dated 7/16/13.
Replacement Cost - (RC)	or	Actual Cash Value - (ACV) - Depreciated Value								
- Building (Do not include land value or detached property)	or	\$ 12,800.00								
- Personal Property (Content)	or	_____								

**1. Check Construction Type**

<input type="checkbox"/>	Frame	A building where the exterior walls, bearing walls and partitions, and the structural floors and roof, and their supports, are wood or light-gauge metal. This includes buildings where the wood or light-gauge metal has been combined with other materials to form composite components such as wood or metal studs with brick or stone veneer, stucco, or metal siding.
<input type="checkbox"/>	Joisted Masonry	A building that has the exterior walls constructed of masonry materials such as brick, hollow or solid concrete block, concrete, gypsum block, clay tile, stone or similar materials. The structural floors and roof are of wood or light-gauge metal.
<input type="checkbox"/>	Pre-Engineered Metal	A building that employs a system of pre-engineered rigid steel framing members. The exterior walls are of metal siding, sandwich panels, or masonry, and the roof is clad with metal roofing or sandwich panels.
<input type="checkbox"/>	Steel Frame (Masonry)	A building where the structural floors and roof are of unprotected non-combustible materials such as metal decking or concrete on metal decking and are supported by an unprotected structural steel frame, fire resistive exterior walls, or a combination of both.
<input type="checkbox"/>	Protected Steel Frame	A building where the structural floors and roof, and their supports are of non-combustible construction with a fire rating of not less than one hour.
<input type="checkbox"/>	Reinforced Concrete Frame	A building where the structural floors and roof, and their supports are of materials such as precast or poured-in-place reinforced concrete.

2. Number of Stories	3. Total Square Footage of all Floors, Excluding Basement (Provide diagram in #20)	4. Height of Exterior Wall
5. Basement <input type="checkbox"/> Yes <input type="checkbox"/> No Finished _____ Sq. Ft. Unfinished _____ Sq. Ft.	6. Crawl Space <input type="checkbox"/> Yes <input type="checkbox"/> No _____ Sq. Ft.	7. Foundation <input type="checkbox"/> 8' Deep <input type="checkbox"/> 4' Deep <input type="checkbox"/> Concrete Slab
		8a. Approximate Year Built of Original Building  8b. Approximate Year Built of Each Addition

<b>9. Roof Covering Material</b> <input type="checkbox"/> Asphalt shingles <input type="checkbox"/> Single-ply membrane <input type="checkbox"/> Wood shakes or shingles <input type="checkbox"/> Built-up, tar and gravel or rock <input type="checkbox"/> Steel								
<b>10. Heating System</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Boiler and piping only <input type="checkbox"/> Electric baseboard or wall unit <input type="checkbox"/> Forced warm air <input type="checkbox"/> Heat pump	<input type="checkbox"/> Geothermal heating <input type="checkbox"/> Gas, oil, or electric suspended unit heaters <input type="checkbox"/> Steam or hot water with convectors or radiators <input type="checkbox"/> Steam or hot water with suspended unit heaters <input type="checkbox"/> Thru-wall units	<b>11. Air Conditioning System</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Forced cool air <input type="checkbox"/> Thru-wall units						
<b>12. Electrical</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>13. Plumbing</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>14. Sprinkler System</b> <input type="checkbox"/> Yes <input type="checkbox"/> No						
<b>15. Freight Elevators</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>16. Passenger Elevators</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>17. Fire Detection System</b> <input type="checkbox"/> Yes <input type="checkbox"/> No						
<b>18. Unique/Additional Features:</b> (Examples include but are not limited to: stages, exterior decking, emergency electrical generators, domed roof, marble floor, stained glass windows, permanently installed mechanical equipment, mezzazine, balconies, heating stack, fireplace) Description <span style="float: right;">Cost</span> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%; border: 1px solid black; height: 40px;"></div> <div style="width: 35%; border: 1px solid black; height: 40px;"></div> </div>								
<b>19. Building Improvements:</b> (Examples include but are not limited to: wiring, plumbing, heating, siding, roofing, etc.) A copy of the construction invoice must be submitted for each building improvement.								
IDENTIFY IMPROVEMENTS	<table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th style="width: 50%;">YEAR</th> <th style="width: 50%;">COST</th> </tr> </thead> <tbody> <tr> <td style="height: 25px;"></td> <td></td> </tr> <tr> <td style="height: 25px;"></td> <td></td> </tr> </tbody> </table>	YEAR	COST					IDENTIFY IMPROVEMENTS
YEAR	COST							
<div style="border: 1px solid black; height: 25px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 25px;"></div>		<div style="border: 1px solid black; height: 25px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 25px;"></div>						

**20. Building Diagram Showing Exterior Dimensions:**

Signature of Policyholder. This form must be signed and dated. <i>Cary Backstrom</i>	Date 7/22/13
---	-----------------

**If you have questions on completing this form, please contact our office at 701-328-9600.**

**Return completed form and photos to:** North Dakota Insurance Department  
 600 E. Boulevard Ave.  
 Bismarck, ND 58505-0320  
 Fax: 701-328-9610

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North Dakota  
**Insurance Department**  
 Adam Hamm, Commissioner

**ENDORSEMENT**

**IMPORTANT: PLEASE FILE IN THE CURRENT FIRE AND TORNADO FUND FOLDER.**

This endorsement becomes part of the policy and is subject to all definitions, exclusions, terms, provisions and conditions as set forth in the policy including endorsements thereon.

Policy: 2542 Insured: Burleigh County WRD Flood Homes

Property No.	Building Name and Location	Type	Effective Date	Insurance Limit	Property Type	Coverage Type	Premium
1	Vacant Flood Home 9700 Island Rd	NE	07/01/2013	\$12,800	BP	ACV	\$32.72
2	Vacant Flood Home 9828 Island Rd	NE	07/01/2013	\$12,900	BP	ACV	\$32.98

Types: CC-Coverage Change, CL-Cancel Limited Coverage, CP-Cancel Property, LC-Limitation Coverage, NC-New Coverage, NE-New Policy Coverage

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**COMMERCIAL BUILDING AND PERSONAL PROPERTY  
SCHEDULED INSURANCE COVERAGE DECLARATION A**  
STATE FIRE AND TORNADO FUND  
SFN 59126 (6-2013)

Policy Number  
**2542**

Insured <b>Burleigh County WRD Flood Homes</b>			
Mailing Address <b>PO Box 5518</b>		Contact Person <b>Cary Backstrand</b>	
City <b>Bismarck</b>	State <b>ND</b>	ZIP Code <b>58502-5518</b>	Telephone Number <b>701.471.9134</b>
The Schedule of Property containing a description of each location and the specific limit that applies to each type of property at each location is attached and a part of the Declarations. The deductible listed is per occurrence.			
Policy Period From <b>07/01/2013</b> To <b>06/30/2014</b>		Premium Due or Credit Balance <b>\$65.70</b>	
Property Deductible <b>\$5,000.00</b>	Equipment Breakdown Deductible	Coinsurance <b>90%</b>	Type of Coverage <input checked="" type="checkbox"/> Special Form <input type="checkbox"/> Equipment Breakdown
Mortgagee/Loss Payee			

FORMS APPLICABLE TO THIS POLICY: IL 00 17 11 98, CP 00 90 07 88, FT CP 07 01 12, FT SF 07 01 12,  
FT 0L 07 01 12, FT EE 07 01 12, CP 01 14 10 99, IL 02 34 09 07, IL 01 65 09 07, IL 00 03 09 07,  
IL 09 13/H0 306. FT ALL 08 01 12 \* Terrorism Risk Insurance Act (TRIA) Form FT TE 07 01 12

LIMITS OF LIABILITY - \$225 million  
Equipment Breakdown Coverage Endorsement: Form FT EB 07 01 13  
Building Property (BP) - Refer to Schedule Of Property for limit per location  
Business Personal Property (PP) - Refer to Schedule Of Property for limit per location  
Outdoor Property (OP) - Refer to Schedule Of Property for limit per location  
Trailer Property (TP) - Refer to Schedule Of Property for limit per location  
Special Limits - See Policy:

Debris Removal Expense	\$ 10,000	Form FT CP 07 01 12 - Pages 2 and 3 of 11
Electronic Data	\$ 2,500	Form FT CP 07 01 12 - Page 4 of 11
Pollutant Cleanup and Removal	\$ 20,000	Form FT CP 07 01 12 - Page 4 of 11
Personal Property of Others	\$ 5,000	Form FT CP 07 01 12 - Page 5 of 11
Personal Property of Students	\$ 500	Form FT CP 07 01 12 - Page 5 of 11
Valuable Papers and Records	\$ 25,000	Form FT CP 07 01 12 - Page 5 of 11
Sewer Backup	\$ 10,000	Form FT SF 07 01 12 - Page 2 of 8
Spoilage	\$ 10,000	Form FT SF 07 01 12 - Pages 2 and 3 of 8
Money	\$ 5,000	Form FT SF 07 01 12 - Page 5 of 8
Ordinance or Law - Demolition	\$250,000	Form FT OL 07 01 12 - Page 1 of 2
Ordinance or Law - Increased Cost of Construction	\$250,000	Form FT OL 07 01 12 - Page 1 of 2
Additional Ordinance or Law - Demolition	\$500,000	(\$250,000 limit included)
Additional Ordinance and Law-Increased Cost of Construction	\$500,000	(\$250,000 limit included)
Extra Expense	\$250,000	Form FT EE 07 01 12 - Page 1 thru 4
Additional Extra Expense	\$500,000	(\$250,000 limit included)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

SIGNATURE 	DATE <b>8/1/2013</b>
---------------	-------------------------

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Principal / Project Manager  
Houston Engineering, Inc.  
3712 Lockport St, Bismarck, ND 58102  
O 701.323.0200 | F 701.323.0300  
[www.houstoneng.com](http://www.houstoneng.com)

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**From:** David Bliss [<mailto:dbliss@blisslaw.com>]  
**Sent:** Wednesday, August 07, 2013 9:11 AM  
**To:** Mona Livdahl; Terry Fleck; Michael Gunsch; Kathleen Jones  
**Subject:** FW: Clint Feland, Inc. certificate

Mona, et al,

Put this certificate of insurance in the Board's briefing book. We now have both Feland and Tschider signed up for liability insurance. The Fire & Tornado Fund can drop coverage.

Dave



DAVID R. BLISS  
Bliss & Stebbins Law Firm, LLC  
400 E. Broadway Ave., Suite 308  
PO Box 4126  
Bismarck, ND 58502-4126  
(701) 223-5769 (office)  
(701) 471-3972 (cell)  
(701) 751-1242 (fax)  
[dbliss@blisslaw.com](mailto:dbliss@blisslaw.com)

[www.blisslaw.com](http://www.blisslaw.com)

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**From:** Nikki A Weidner [<mailto:NWeidner@weareamerican.com>]  
**Sent:** Wednesday, August 07, 2013 9:03 AM  
**To:** 'Dbliss@blisslaw.com'  
**Subject:** Clint Feland, Inc. certificate

Attached is the certificate of insurance for Clint Feland Inc

Nikki Weidner

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# North Dakota Insurance Department

Adam Hamm, Commissioner

## ENDORSEMENT

**IMPORTANT: PLEASE FILE IN THE CURRENT FIRE AND TORNADO FUND FOLDER.**

This endorsement becomes part of the policy and is subject to all definitions, exclusions, terms, provisions and conditions as set forth in the policy including endorsements thereon.

Policy: 2542 Insured: Burleigh County WRD Flood Homes

Property No.	Building Name and Location	Type	Effective Date	Insurance Limit	Property Type	Coverage Type	Premium
1	Vacant Flood Home 9700 Island Rd	CP	07/30/2013	\$12,800	BP	ACV	(\$30.10)
2	Vacant Flood Home 9828 Island Rd	CP	07/30/2013	\$12,900	BP	ACV	(\$30.32)

Types: CC-Coverage Change, CL-Cancel Limited Coverage, CP-Cancel Property, LC-Limitation Coverage, NC-New Coverage, NE-New Policy Coverage

## Mona Livdahl

---

**From:** Mehlhoff, Barbara A. [BMehlhof@nd.gov]  
**Sent:** Wednesday, August 07, 2013 11:17 AM  
**To:** 'Mona Livdahl'  
**Subject:** Cancellation of Policy #2542, Burleigh County WRD Flood Homes  
**Attachments:** 3294\_001.pdf

Thank you Mona for providing the effective date of cancellation. The attached Endorsement lists the cancellations and the premium credit of \$60.42.

I will ask our accountant to issue a refund check to your organization for this amount. You should receive within a week.

Thank you again and have a great day!

*Barbara A. Mehlhoff, Underwriter*  
**ND Insurance Department**  
**600 E Blvd Ave**  
**Bismarck ND 58505-0320**  
**701.328.9603 Fax: 701.328.9610**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/07/2013

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

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

<b>PRODUCER</b> American Insurance Center (B) 401 N 4th St, Ste 201 Bismarck, ND 58501 Todd Kovash	Phone: 701-222-3303 Fax: 701-483-3208	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):														
<b>INSURED</b> Clint Feland Incorporated PO Box 1 New Salem, ND 58563		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>Employers Mutual Casualty Co</b></td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <b>Employers Mutual Casualty Co</b>		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: <b>Employers Mutual Casualty Co</b>																
INSURER B:																
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			4D25957	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000	
	AUTOMOBILE LIABILITY							PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$	
	UMBRELLA LIAB							PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$	
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION S					AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4D25957 STOP GAP/EMPL LIAB ONLY	01/01/2013	01/01/2014	WC STATU-TORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
A	Garage Liability			4E25957	01/01/2013	01/01/2014	E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
							Each Occ 1,000,000	
							Aggregate 3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

BURLBI4

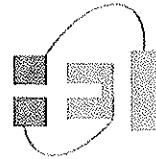
Burleigh County Water Resource District  
 221 N 5th St  
 Bismarck, ND 58501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Nikki Weidner*

# MEMO



HoustonEngineering Inc.

## Technical Memorandum

To: Terry Fleck, BCWRD

From: Craig Odenbach, P.E.

Date: July 31, 2013

Subject: Burnt Creek Floodway Assessment

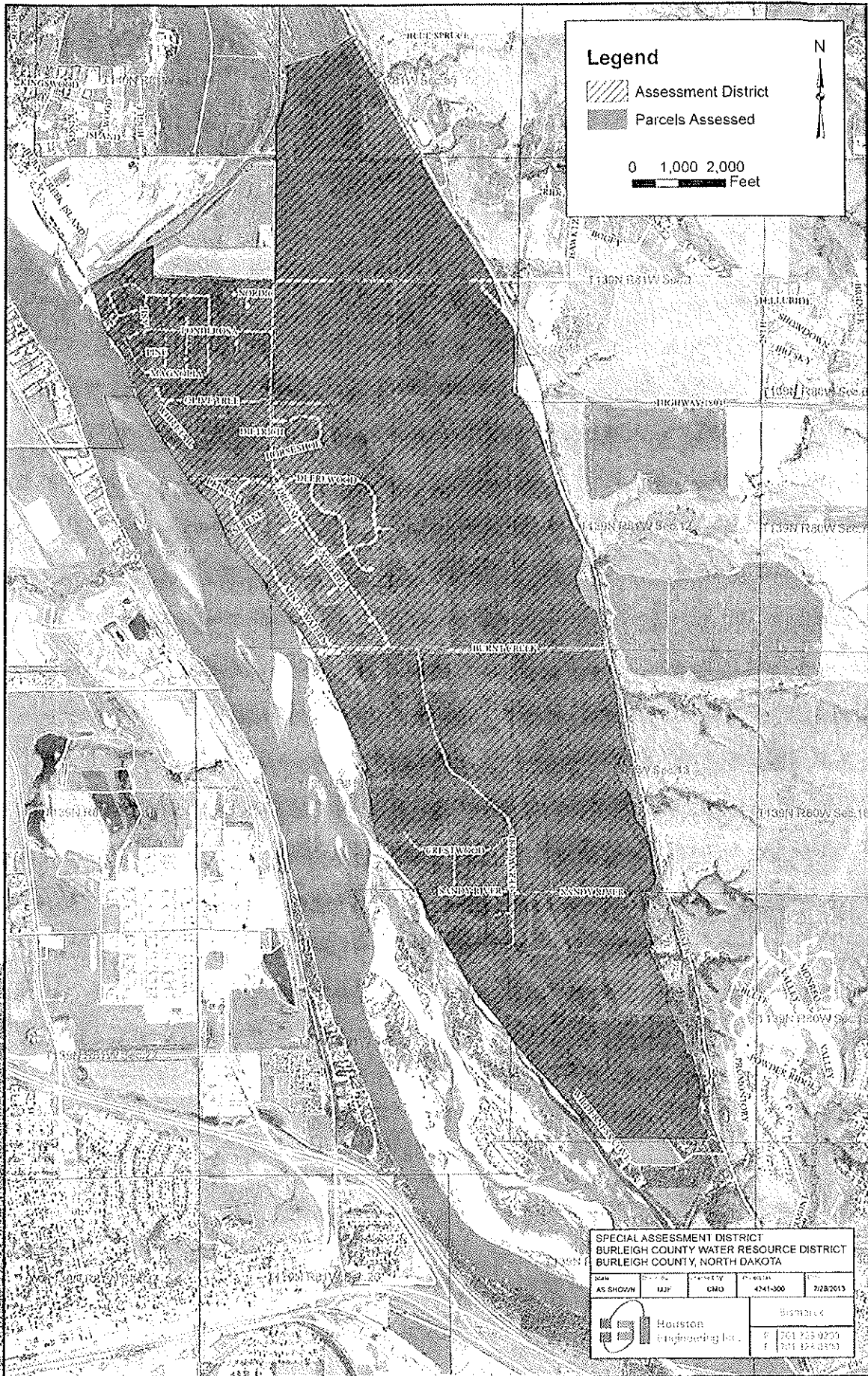
The Burleigh County Water Resource District (BCWRD) asked that we take a more in-depth look at the establishment of an assessment district to fund maintenance activities for the Burnt Creek Floodway. A Memorandum dated July 2, 2013 provided some background information pertaining to our past activities in this regard. A copy of that prior Memorandum is attached for informational purposes.

A figure illustrating the benefitted area is also attached. This figure represents a digital recreation of the prior existing benefitted area map from the original project development. The digital polygon was used in conjunction with the Burleigh County digital parcel data to create a potential assessment list. There are a total of 539 parcels within the identified benefitted area. There are 248 parcels identified as residential, 22 parcels as agricultural, 2 parcels listed as both residential and agricultural, and 263 parcels listed as commercial. The parcel data contains market value figures for both the land and, in the case of residential and commercial holdings, the buildings as well. The high number of parcels listed as commercial was somewhat surprising, but it appears many lots that will ultimately be sold as residential are first listed as commercial prior to either their sale or home construction.



ND Century Code Section 61-16.1-40.1 indicates that an assessment district established for the maintenance of a federally constructed project may assess up to \$4 per acre for agricultural parcels and up to \$2 per \$500 taxable valuation for non-agricultural properties. In accordance with direction provided by Kevin Glatt, Burleigh County Auditor, Taxable Valuation was calculated as 9% of Assessed Value for residential parcels and 10% of Assessed Value for Commercial parcels. Assessed Value was calculated as 50% of Market Value. Using these figures, we determined that the following amounts could be obtained on an annual basis through establishment of an assessment district.

Property Type	Multiplier	Total Assessment
Residential	\$2 per \$500 Taxable Valuation	\$11,145
Commercial	\$2 per \$500 Taxable Valuation	\$2,200
Agricultural	\$4/acre	\$6,878
<b>Total</b>		<b>\$20,223</b>

If the BCWRD wishes to proceed further toward establishment of this assessment district, the requirements are a 2/3 vote of approval by both the Water Resource District and the County Commission. A public hearing is also required and must be noticed as to date, time, location, and subject matter published in the official newspaper of Burleigh County. The notice must be published at least ten days but not more than thirty days before the hearing. There is no specific guidance in the statute as to who must conduct the hearing, but one would assume it would be before the Water Resource District or both the Water Resource District and the County Commission. Since both bodies need to vote on the matter, both should probably hear the public testimony.



**Legend**


-  Assessment District
-  Parcels Assessed

0 1,000 2,000  
Feet

N

**SPECIAL ASSESSMENT DISTRICT  
BURLEIGH COUNTY WATER RESOURCE DISTRICT  
BURLEIGH COUNTY, NORTH DAKOTA**

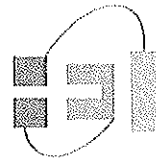
DATE	BY	APPROVED BY	PROJECT NO.	DATE
AS SHOWN	HAJF	CMU	4241-300	7/28/2013

 Houston Engineering Inc.

BURLEIGH COUNTY

P: 701.725.9225  
F: 701.874.0393

# MEMO



HoustonEngineering Inc.

## Technical Memorandum

To: Terry Fleck, Chairman  
Burleigh County WRD

From: Craig Odenbach, P.E.  
Michael Gunsch, P.E.

Date: July 2, 2013

Subject: Burnt Creek Floodway  
Assessment District

In 2006 the Burleigh County Water Resource District asked that we look into the establishment of an assessment district to finance maintenance of the Burnt Creek Floodway Project. Three memorandums dated March 27, 2006, August 11, 2006, and October 30, 2006 were developed and are attached for reference.

At that time, ND Century Code Section 61-16.1-40.1 provided that a special assessment district could be established for the maintenance of a federally constructed project with a 2/3 vote of the Water Resource District and the County Commission. This is a special process intended to allow for the maintenance of federally constructed projects without having to go through the more onerous process of holding an election to form an assessment district. The statute allowed the assessment of \$1.50 per acre on agricultural lands and \$1.50 for each five hundred dollars of taxable valuation of nonagricultural property. In 2005 this amount was calculated to total \$7,083, and in 2006, the total that could be assessed was estimated to be \$8,789.

Since 2005, the statutory language has been adjusted twice. The current language allows the assessment of \$4.00 per acre of agricultural property and up to \$2.00 annually for each five hundred dollars of taxable valuation of nonagricultural property. In 2006, the total assessment was estimated to be \$7,083. Taking into account the statute changes and assuming a 4% increase in taxable evaluations annually since 2006, the potential total assessment for 2013 can be estimated to be \$17,926. The following table breaks down the assumed values.

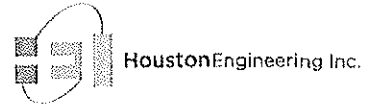
	Ag \$/acre	Agricultural Assessment	\$/500,000 Valuation	Nonagricultural Assessment	Total Assessment
2005	\$1.50	\$2,745	\$1.50	\$4,228	\$7,083
2006	\$1.50	\$2,745	\$1.50	\$6,044	\$8,789
2013	\$4.00	\$7,320	\$2.00	\$10,606	\$17,926

In 2006, the development of an assessment district was not pursued further because the general feeling, shared by the then Chairman of the WRD and the Burleigh County Auditor was that the amount to be assessed was too small to justify the burden of implementation, and the financing of the required repairs through the WRD's general fund was justified by the fact that the benefitting landowners are tax payers within the county. The numbers listed above are very preliminary estimates, intended only to provide enough background information to make an informed decision whether or not to expend additional funds toward establishment of the assessment district. It is likely that the estimates listed above are somewhat conservative, as the taxable valuations and additional residential development within the area has probably grown more than 4% annually.

The statute has also been changed since 2006 to now require that a public hearing be held in addition to obtaining a 2/3 approval of both the WRD and the County Commission. Another consideration is the fact that Burleigh County parcel data is now available in a GIS format, which it was not in 2006. This would make the process much easier to accomplish and would offset some of the cost associated with the newly required public hearing. Questions remaining to be answered include whether or not the assessments need to be approved by

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the WRD and the County Commission on an annual basis if multiple years are required to finance the repairs and whether or not interest charges could be included in the assessments.

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# MEMO



## Houston Engineering, Inc.

3712 Lockport Street  
Bismarck, ND 58103-5535

Ph. (701) 323-0200  
Fax (701) 323-0300

### Special Assessment District

**Date:** March 27, 2006

**From:** Craig Odenbach, P.E.  
Assistant Project Manager

**To:** Ken Royse, Chairman BCWRD  
Michael H. Gunsch, Project Manager

**Subject:** Burnt Creek Floodway  
Special Assessment District

A spreadsheet has been developed listing the various parcels within the area identified during the original project development as being benefited by the Burnt Creek Floodway. The area determined to be benefited as part of the original project development was used. **Figure One**, included in the 1975 SCS Measure Plan, reflects the established benefit area. The various assumptions and understandings involved in compiling the assessment list are documented below. The need for further refinement is also explained.

#### ND Century Code Section 61-16.1-40.1 states:

If a water resource board enters or has been assigned rights in a contract with a federal agency for construction of a flood control project or soil conservation service project, and the terms of the contract require the water resource board to provide for maintenance of the project after construction, the water resource board may finance in whole or in part the maintenance of the project with funds raised through the collection of a special assessment levied against the land and premises benefited by maintenance of the project. The assessments to be levied may not exceed one dollar and fifty cents per acre (.40 hectare) annually on agricultural lands and may not exceed one dollar and fifty cents annually for each five hundred dollars of taxable valuation of nonagricultural property. No action is required for the establishment of the assessment district or the assessments except the water resource board must approve the maintenance and assessment therefore by a vote of two-thirds of the members and the board of county commissioners of the county must approve and levy the assessments to be made by a vote of two-thirds of its members.

In order to perform required maintenance on the Burnt Creek Floodway, the Burleigh County Water Resource District (BCWRD) is proceeding toward establishing a special assessment district under this statutory authority.

The Burleigh County Auditor's Office provided parcel information for the area included within the identified benefited area. This included the platted subdivisions as well as the un-platted rural areas. For the lots located within platted subdivisions, the Assessed Property Value was computed as 50% of the listed Market Value. The Taxable Valuation was then calculated as 9% of the Assessed Property Value, for those properties assessed as Residential, and 10% of the Assessed Property Value, for those properties assessed as either Commercial or Farmland. A weighted average Taxable Valuation was calculated for those lots assessed as a combination of Residential and either Commercial or Farmland. The Assessment for these parcels was calculated as \$1.50/\$500 of Taxable Valuation.





# MEMO

## Special Assessment District

For the rural areas, where the parcels are primarily assessed as farmland, the Total Assessment was calculated as \$1.50 per acre. These rural areas are included in the front of the spreadsheet and can be identified as having a "Subdivision No." of '00'.

The Misty Waters Subdivision data listed nearly all of the lots assessed as farmland. These are included in the spreadsheet assessed as \$1.50 per \$500 of Taxable Valuation with the Taxable Valuation calculated as 10% of the Assessed Value rather than \$1.50 per acre. I'm not sure if these parcels would be considered agricultural or non-agricultural in accordance with the statute. The determination on the final assessment for these areas will need to be made by the County Auditor.

Unfortunately, the parcel data was unavailable in any sort of GIS format. While the county is working on this, it has yet to be completed, which made a significant amount of manual manipulation necessary to get to this point. The Auditor's office provided the parcel information for all of the sections identified as being at least partially within the benefited area. Thus some of the parcels listed lie either wholly or partially outside the benefited area. In some cases it has been possible to determine which parcels, or which portions of parcels are actually located within the benefited area; however in some instances it is not possible to make that determination with the information provided. Specifically, we are unable to make determinations for Sections 24 and 25 of Hay Creek Township (T139N - R81W). Given the large number of irregularly shaped parcels, the only way to make such a determination would involve researching the County Recorder's office to obtain the maps and meets and bounds descriptions for all of the parcels which would then need to be mapped and overlain on the benefited area boundary. Such an endeavor is likely to require a significant investment of time and budget. Since this assessment district is being established by the BCWRD, a branch of Burleigh County government, it is prudent to request assistance from the Burleigh County Auditor's office for further refinement of this list. The County Auditor will be required to certify the final assessment list prior to making the special assessments.

Once the assessment list has been verified, including those areas in question in Sections 24 and 25, the statute requires a 2/3 vote by the BCWRD to approve the assessment and another 2/3 vote by the County Commission to actually levy the assessment. The statute does not require a public hearing, but either entity could decide to hold a hearing prior to voting if they so desired. One benefit of a public hearing would be the opportunity for members of the public to identify any errors in the assessment list as well as any instances where the data provided may be outdated.

Given the information presently available we recommend that the BCWRD review this documentation and make a formal determination whether to take the next step in this process, submitting this data along with a request for review by the County Commission. A formal vote would occur once the list is finalized and verified by the County Auditor. The issue as this time would be to obtain a consensus to continue with the formation of the special assessment district. As additional information, **Figure Two** illustrates the current GIS mapping that has been developed as part of our work on this district. The total annual revenue from this special assessment district is estimated at roughly \$7,000. Approximately 61% of this is generated by residential or commercial assessments. This will increase as development continues (e.g., sales at Misty Waters or new plats).



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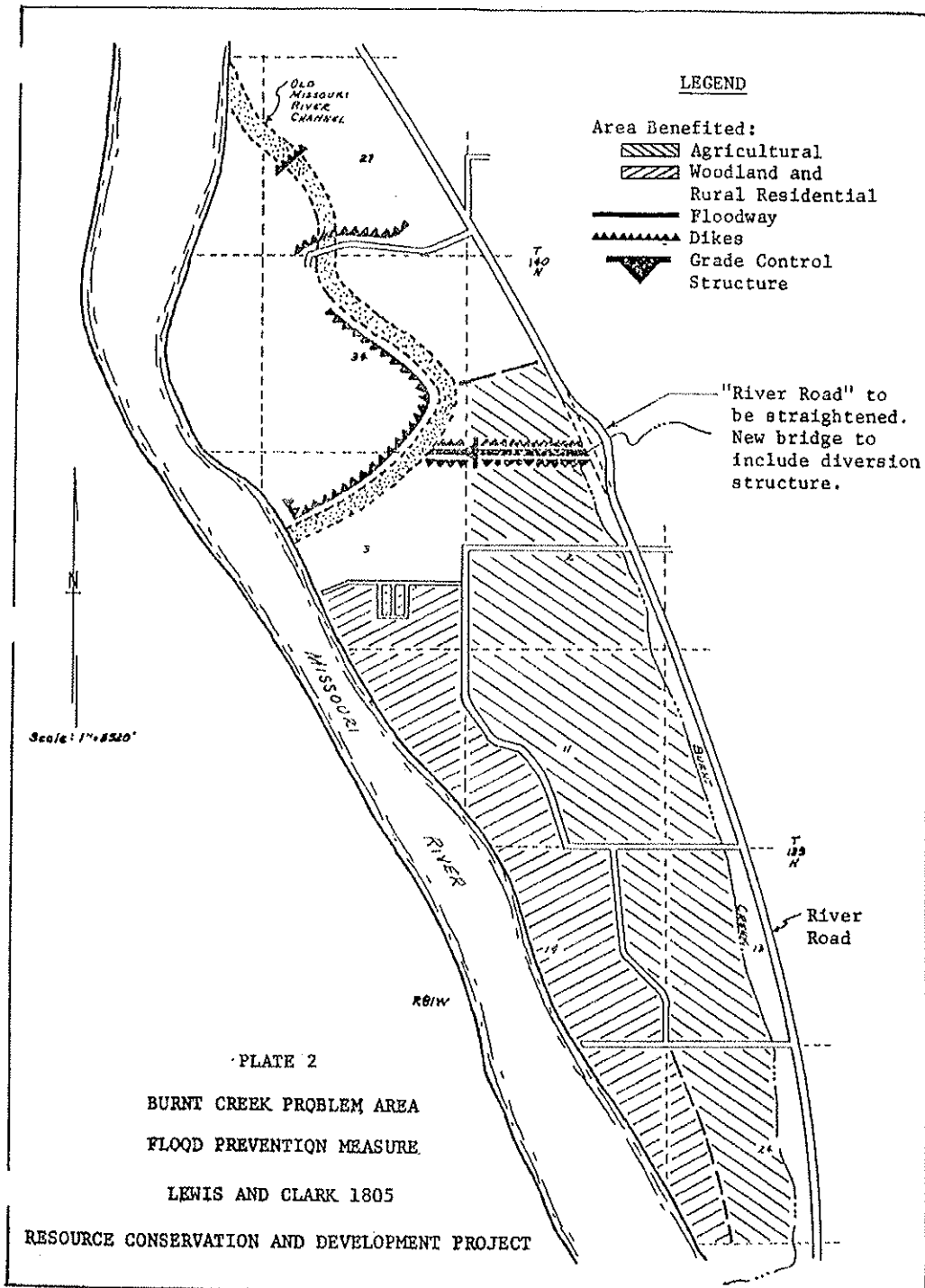


Figure One -- 1975 Measure Plan Map - Burnt Creek Floodway Benefited Area

# MEMO Special Assessment District

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Figure Two – Current GIS Mapping Boundary



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# MEMO

## Technical Memorandum

### Houston Engineering, Inc.

3712 Lockport Street  
Bismarck, ND 58103-5535

Ph. (701) 323-0200  
Fax (701) 323-0300

Date: August 11, 2006

From: Craig Odenbach, P.E.

To: Michael Gunsch, P.E.

Subject: Burnt Creek Assessment

The total maintenance assessment based on the 2005 data was \$7,083. This total was derived without clarification of the tracts within the benefited area in Sections 24 & 25.

2005

\$2,745 from taxable acreage  
\$4,228 from taxable valuation  
\$7,083 Total

2006

Assume a 15% increase in taxable valuation:

$$(\$4,338)(1.15) + \$2,745 = \$7,734$$

Accounting for the Misty Waters anomaly:

2005

$$(\$0.02)(125) + \$3.39 = \$5.89$$

2006

$$(\$4.88)(13) + (\$8.87)(112) + \$14.63 = \$1,061.43$$

$$\text{Increase} = \$1,061.43 - \$5.89 = \$1,055.54$$

$$\text{Therefore 2006 total} = \$7,734 + \$1,055 = \$8,789$$

**2005 = \$7,083**

**2006 = \$8,789**



# MEMO



**Houston Engineering, Inc.**

3712 Lockport Street  
Bismarck, ND 58103-5535

Ph. (701) 323-0200  
Fax (701) 323-0300

## **Project Finance Options**

**Date:** October 30, 2006

**From:** Michael Gunsch, PE - Project Manager  
Craig Odenbach, PE - Assistant PM

**To:** Ken Royse, Chairman  
Burleigh County Water Resource District

**Subject:** Burnt Creek Floodway Channel  
Project Funding Options

The Burnt Creek Floodway was originally designed and constructed by the Soil Conservation Service, predecessor of the Natural Resources Conservation Service (NRCS), with the Burleigh County Water Management District, predecessor to the Burleigh County Water Resource District (BCWRD) serving as the local sponsor. The project provided flood control benefits to the agricultural properties and developing properties located to the south and between the natural Burnt Creek channel and Missouri River. A small area of agricultural land located immediately north of the floodway was also designated to be within the benefited area. The NRCS has since assigned full management responsibility and project authority to the BCWRD. This transfer occurred following the completion of prescribed benefit period, which was designated as 25-years in the Work Plan. No assessment district was ever formed to provide a revenue stream for operation and maintenance activities, nor is any federal funding available for such purposes.

The need to perform extensive maintenance on the Burnt Creek Floodway Project has been recognized by the BCWRD for a number of years. The FY2007 budget authorized \$325,000 for this project, excluding possible cost share requests. As part of the preliminary engineering and design process, a field survey was conducted in the spring of 2006. The survey revealed that damages to the project are more extensive and the solution more complicated than erosion scour and sedimentation as originally anticipated. The oxbow area, and now the floodway channel itself are actually head cutting to a depth greater than six feet when compared to the 1999 FIS Survey Data. This head cutting will, over time, progress toward the current concrete drop structure which will eventually lead to damages and possible structural failure. Estimates for reconstructing the floodway channel and providing measures to prevent additional head cutting and damages are under development. This process includes an assessment of issues raised by the landowner to the north related to field drainage, trail issues, and the capacity and grading of the oxbow channel.

In addition to the need for immediate repairs, there have been previous discussions regarding an expanded project that would include raising the southern floodway dike to provide adequate freeboard and bring it into compliance with current design standards on a 100-year event. This would allow increased protection for lands to the south as well as create the ability to reduce the regulatory floodplain elevations in some locations. Also included in the project would be the removal of accumulated sediments from within the floodway channel upstream from the drop structure. While the expanded project has been discussed, it has largely been viewed as a "long term alternative" that may, or may not, ultimately be pursued. The primary reasons include funding and acceptance by the benefited property owners.

Depending on the philosophical approach preferred by the District and, to some extent, the County Commission, there are essentially three options to be considered for financing the repair work or an expanded project.



# MEMO Project Finance Options

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## Option #1 – General Fund

Historically, the operation and maintenance of such projects in Burleigh County have been financed through expenditures from general mill levy appropriations provided to the BCWRD. The shortcoming of this approach is that the whole county is then responsible for paying these costs no matter how narrow and specific the benefits are. In this situation, the original federal project identified a benefited area of approximately 2,300 acres located predominantly to the south of the project. Subsequently, under current practice, general fund monies spent on operating and maintaining this project are not available for other projects potentially providing broader benefits or meeting other needs within the county.

In light of these considerations, the BCWRD has been considering alternative methods to assess these costs specifically against the benefited properties. Establishing assessment districts for such a purpose is a common practice for water resource districts across the state, and the North Dakota Century Code (NDCC) provides specific guidance for their establishment. There are essentially two methods by which this can be accomplished as explained in greater detail under Options #2 and #3.

## Option #2 – Maintenance Assessment District

The federal government constructed numerous flood control projects across the state during periods when federal funding was available for such activities. The federal government turned ownership and operations over to the local sponsors, while retaining federal oversight for a specified period. In many cases, as with the Burnt Creek Floodway Project, the local sponsor had no revenue stream available for maintenance work. In apparent recognition of this need, legislation was approved providing a mechanism whereby a Water Resource District may establish an assessment district specifically for maintenance activities on federally constructed projects. This legislation was codified in *NDCC Section 61-16.1-40.1* which provides as follows:

If a water resource board enters or has been assigned rights in a contract with a federal agency for construction of a flood control project or soil conservation service project, and the terms of the contract require the water resource board to provide for maintenance of the project after construction, the water resource board may finance in whole or in part the maintenance of the project with funds raised through the collection of a special assessment levied against the land and premises benefited by maintenance of the project. The assessments to be levied may not exceed one dollar and fifty cents per acre (.40 hectare) annually on agricultural lands and may not exceed one dollar and fifty cents annually for each five hundred dollars of taxable valuation of non-agricultural property. *No action is required for the establishment of the assessment district or the assessments except the water resource board must approve the maintenance and assessment therefore by a vote of two-thirds of the members and the board of county commissioners of the county must approve and levy the assessments to be made by a vote of two-thirds of its members.* {emphasis added}



# MEMO Project Finance Options

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This approach simplifies the establishment of an assessment district by not requiring a vote of those property owners to be assessed; rather a two-thirds majority of the District Board is required along with a two-thirds vote of the County Commission for the actual assessment. This approach provides representation by the people through their elected and appointed officials. This stream lining was likely considered appropriate given the limited nature of the assessment that can be levied and the relatively cumbersome effort that is required to establish an assessment district through a formal vote of the property owners benefited. It also accounts for the fact that the beneficiaries did not have to pay for project construction. The difficulty in obtaining a positive vote for maintenance of an already existing and functional federally constructed project may also have been a consideration.

In an apparent indication of further recognition of the difficulty in establishing assessment districts for smaller projects, the North Dakota Legislature more recently approved legislation allowing a similar approach to be used for establishing assessment districts for small snagging and clearing projects. This legislation was codified in *NDCC Section 16-16.1-09.1*. One difference between the two approaches is that the latter specifically requires a public hearing. The former process, applicable to the Burnt Creek Floodway Project, does not specifically require a public hearing. Given the general desire to inform the affected property owners, as well as to obtain public input, it appears desirable that a public hearing be held.

The District has completed significant work toward defining a formalized assessment list for the area designated in the Work Plan as benefited by the project. While significant work remains to be completed in terms of refining the assessment list, it appears the statutory limitations of \$1.50 an acre on agricultural land and \$1.50 per \$500 of taxable valuation on non-agricultural land would result in a maximum annual revenue stream of around \$9,000 (see attached memorandum dated October 25<sup>th</sup>). This assessment will increase as valuations within the benefited area increase and as rural residential development continues. The construction of residences with the Misty Waters Subdivision alone will significantly increase the available funding.

One downside to this option, noted during discussions with County officials, is the relative difficulty to maintain such an assessment list in comparison to the annual return. This appears to be a valid concern, as updating the information in our original draft assessment list from the 2005 parcel data to the 2006 data has taken considerable effort. However, the majority of this difficulty results from the unavailability of the County parcel data in a GIS format. It is our understanding that Burleigh County is making progress toward a GIS system to manage this parcel data, which would greatly reduce the effort required to maintain an accurate assessment list. We strongly encourage the County to proceed with that effort. Whether or not formation of an assessment district should be delayed until this effort is completed, is a topic for discussion by the Board.



# MEMO Project Finance Options

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## Option 3 – Typical Assessment District

A third option to obtain revenues would be to establish an assessment district through the process outlined in *NDCC Sections 16-16.1-17 through 61-16.1-24*. In brief, this approach requires a resolution by the District finding that the project is warranted and development of an engineer's report to include profiles, plans, and specifications and estimates of total cost. A public hearing must then be held, and, prior to the hearing, a complete assessment list must be on file with the County Auditor. Affected landowners must be informed during that hearing of the scheduled time and place for a vote on the project.

The preliminary assessment district listing that has already been developed would need to be finalized and formalized under this process as the landowners have a specific right to protest based on their scheduled assessment. Each landowner receives one vote for each dollar of proposed assessment. The project is approved if 50% or more of the votes cast are in favor of the project, which is a simple majority. Another public hearing is then required to hear any objections to the proposed assessments. There is also an appeal process available to the landowners opposed to the project or their assessment, which involves the North Dakota State Engineer.

The benefit to this approach is that funds can be raised beyond the limitations under the maintenance assessment. Under this funding method any debt incurred for reconstruction or maintenance work could be assessed. This higher annual assessment limitation would allow the debt to be paid off in a shorter period than is possible under Option #1. The downside to this approach for maintenance purposes alone is the effort and cost involved in forming the assessment district, given the potential that the vote could fail.

## Further Alternative Discussion

All three finance options should be evaluated by the BCWRD and the County Commission, as both boards would need to approve the maintenance assessment district with a two-thirds vote, or would be involved with a larger project. Each alternative has its own set of pros and cons as noted. While financing the required maintenance through the general mill levy appears the simplest alternative; there is merit in having such costs paid directly by the beneficiaries. The maintenance district is the simpler, and thus less costly, to form, but may be less desirable since it does not allow for a voting process and generates limited revenues. Some may view the benefit as not justifying the difficulty and cost of administering the assessment district, although development of a GIS system for the parcel data should significantly simplify that effort. The standard assessment district process allows for a vote, and the assessment amount is not limited by statute, but the likelihood of receiving a positive vote needs to be carefully considered. Given the increased capitol costs, Option #3 appears to be the only reasonable or viable option for funding an expanded project.





# MEMO Project Finance Options

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## Project Repair and Reconstruction

After carefully considering existing conditions and evaluating the status of the head cutting erosion within the Oxbow and Burnt Creek Floodway Channel, in our opinion, the use of the term "maintenance" is not necessarily wholly accurate. The head cutting is principally related to high flows within the diversion and extended low river conditions, and, as such, the damages are beyond maintenance. Subsequently, this project rehabilitation requires measures to prevent future damages, and reconfiguration of the original project. Therefore, we recommend that the BCWRD submit a cost share request to the North Dakota State Water Commission. If the project is classified as a flood control project, it should be eligible for cost share up to 50% of eligible costs. If the project is viewed as rural flood control, then the level of funding may be reduced to either 35% or 40% of eligible costs. Eligible costs typically include preliminary engineering work completed within two years of the cost share request. Prior to requesting payment under an approved cost share, we will need to audit past invoices to remove those costs associated with the easement issues and any other work unrelated to the damages and rehabilitation.

The larger expanded project would certainly fall under the regulatory jurisdiction of the State Engineer, and a construction permit would be required. The rehabilitation project likely involves significant enough changes from the original design, that a construction permit would likely be required for that project as well. The permit application should be filed concurrently with the request for cost share assistance. A full set of plans will be required for review for both the permit application and the cost share request.

We will continue to work toward completion of a design and a full plan set for the rehabilitation with the hope that both the cost share request and the permit application can be filed in early 2007. A determination as to the merits of the expanded project will be addressed independently. The options for funding the local share of either project should be discussed between the District and the County Commission.



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## Mona Livdahl

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**From:** Michael Gunsch [mgunsch@houstoneng.com]  
**Sent:** Thursday, August 08, 2013 5:16 PM  
**To:** 'Mona Livdahl'  
**Cc:** Glenda Anderson (gjanderson@nd.gov); Glenda Anderson (tanderson2098@msn.com); Fleck Terry (tfleck@attitudedr.com); Cary Backstrand  
**Subject:** FW: Extension change order  
**Attachments:** 20130808114932754.pdf

Mona:

Please add this to the August meeting book.

Terry and Cary:

Progress is being made and things are moving forward.  
Logistically this is taking some time, but we are generally satisfied with the progress at this stage.

Now have to see how the transfer of water from Cell #1 to Cell #2 goes and if they can keep the current pace. We are not opposed to another extension, however we need to have all costs quantified by the Burleigh County Auditor's deadline to certify costs.

Cary – I suggest that either we have a meeting with Kevin Glatt to discuss what all is required in this process. Maybe Mona can handle this directly, though it may not hurt if you and I attend the meeting to understand as well.

Thanks,

**Michael Gunsch**  
Principal / Project Manager  
Houston Engineering, Inc.  
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**From:** Ryan Holen [mailto:Ryan@weiszandsons.net]  
**Sent:** Thursday, August 08, 2013 11:54 AM  
**To:** Travis Johnson; Don Weisz  
**Cc:** Michael Gunsch  
**Subject:** RE: Extension change order

Travis, see attached change order No. 3. As it gets closer to the August 19<sup>th</sup>, we will need to look at the completion date extension.

Any questions let me know.

Thank you,

Ryan Holen  
Weisz & Sons Inc.


**From:** Travis Johnson [mailto:tjohnson@houstoneng.com]  
**Sent:** Wednesday, August 07, 2013 5:59 PM  
**To:** Ryan Holen; Don Weisz  
**Cc:** Michael Gunsch  
**Subject:** Extension change order

I will be sending the letter and change order granting a 21 day extension. Regarding your request for additional extension past that, we are discussing it, but the general opinion is that it is not unreasonable. For now, we would like to get the 21 day extension processed so that we do not hit our current completion date of August 12<sup>th</sup>. In the meantime, we look forward to seeing Weisz continue to make progress on the project. As the effort continues, it is easier to judge what would be a sufficient amount of time to expect for project completion. Due to the funding submission deadline, we have to make sure that we give ourselves enough time to get the project wrapped up and all of the paperwork submitted.

**Travis Johnson**

Civil Engineer

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 3712 Lockport St. \* Bismarck, ND \* 58503

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Houston Engineering

10000 Katy Road, Suite 1000, Houston, Texas 77058

Phone: 281-465-1100 Fax: 281-465-1101

August 7, 2013

Don Weisz  
Weisz & Sons, Inc.  
PO Box 1756  
Bismarck, ND 58502-1756

**Subject: Apple Valley Lagoon Improvements - Request for Extension**

Dear Mr. Weisz:

We received an email on July 16, 2013 from Ryan Holen, and have had subsequent conversations regarding the requested time extension for the above referenced project. The Owner acknowledges that site issues have delayed project completion and you are working through them to achieve completion in a reasonable time frame.

Subsequently the Owner is willing to adjust the contract times accordingly to the following per your request. Substantial completion is moved to August 19<sup>th</sup>, and final completion is moved to September 1, 2013 per the attached Change Order #3. Please sign and return to our office for further processing. Due to the need to assess the costs for this project we request that final invoices be submitted as soon as practical upon work and project completion.

Sincerely,

HOUSTON ENGINEERING, INC.

Travis G. Johnson, PE  
Project Manager

Enclosure

- c: Glenda Anderson, Apple Valley Cooperative
- Dave Bergsagel, North Dakota Department of Health
- Terry Fleck, Burleigh County Water Resource District
- HEI No. 6025-007

# Change Order

No. 3

Date of Issuance: 8/7/2013

Effective Date: 8/7/2013

Project: Sanitary Lagoon Improvements	Owner: Burleigh County Water Resource District	Owner's Contract No.:
Contract: Apple Valley Cooperative Sanitary Lagoon Improvements		Date of Contract: <u>2/14/2013</u>
Contractor: Weisz & Sons Inc.		Engineer's Project No.: <u>6025-007</u>

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: Extend Substantial Completion and Final Completion by 21 calendar days.

**Attachments (list documents supporting change):**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$223,295.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>June 14, 2013</u> Ready for final payment (days or date): <u>June 28, 2013</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : <u>\$23,600</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial completion (days): <u>45</u> Ready for final payment (days): <u>45</u>
Contract Price prior to this Change Order: <u>\$199,695.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>July 29, 2013</u> Ready for final payment (days or date): <u>Aug 12, 2013</u>
[Increase] [Decrease] of this Change Order: <u>\$0.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>21</u> Ready for final payment (days or date): <u>21</u>
Contract Price incorporating this Change Order: <u>\$199,695.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>Aug 19, 2013</u> Ready for final payment (days or date): <u>Sept 2, 2013</u>

RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature) Date: <u>8/7/13</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Date: <u>8-8-13</u>
Approved by Funding Agency (if applicable): _____		Date: _____

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July 25, 2013

Weisz & Sons, Inc.  
Attn: Don Weisz  
P.O. Box 1756  
Bismarck, ND 58502

Subject: Apple Valley Cooperative Lagoon Improvements

Dear Mr. Weisz,

This letter accompanies Work Change Directive #1 to clarify the four items included in that Directive.

1. Remove standing water adjacent to lagoon to stop infiltration. This item is to remove the standing water outside of the lagoon to remove the hydrostatic influence of external water, which is intended to stop waters from seeping into the lagoon and allow it to be dewatered and stay dry. These waters shall be pumped overland to Apple Creek. In order to accomplish this, we need to secure permission from the affected landowner to occupy his property to run the hoses and accomplish the required pumping. The Apple Valley Cooperative has contacted him for access prior to the beginning of work on site, but he needs to be informed of the plan to dewater across his property.
2. Remove standing waters from inside lagoon. In conjunction with the work in Item #1 to eliminate infiltration, we also have to remove as much water as practical from inside the lagoon to allow restoration of the clay liner.
3. Repair clay liner at seepage locations and the southeast corner of lagoon. Once waters have been removed from the lagoon, the areas where the clay liner has been damaged shall be repaired. Unstable material should be removed, as is practical, and imported clay shall be placed to cap the bottom and restore the clay liner where it has been damaged or where water has been seeping into the lagoon. There is a unit price included in the project for clay materials for liner repair.
4. Leave remainder of sludge on bottom to dry in place. The existing sludge that remains in the undisturbed center portion of the lagoon shall be left and allowed to dry. It is our belief as these materials dry, it will shrink and reduce the total volume of solids on lagoon bottom. We will only remove that material along the slopes to place the riprap around the lagoon. The same approach will be applied to primary lagoon cell. The sludge will be left in place and allowed to dry as much as possible. We will dewater and only remove materials required to shape the inside slopes of the lagoon and place riprap.

Your letter dated July 24, 2013 contained six items that require clarification relating to this work.

1. Don't remove sludge from the bottom.  
Correct, this work was amended out of the project with Change Order #1.
2. Remove sludge from corners or areas where the dozer made deep ruts. Correct. We will remove the sludge from these areas so the clay liner can be repaired as noted in Item #3 above.

July 26, 2013

Page 2

3. Use imported clay embankment item to fill. This material will be used to repair the clay liner, and there is a line item and unit price in the bid for this work.

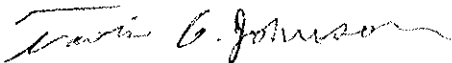
4. Use imported clay to fill center berm. After discussing with Michael, the center berm between the two cells of the lagoon shall be left as is.

5. What to do with topsoil and vegetation. This project contains a bid item for Clearing and Grubbing. The disposal of any vegetation is covered under this bid item. Any topsoil should be stripped prior to placing riprap. Once the work is complete, this topsoil will be used to restore disturbed areas and generally used on top of the berm. As for where to place it on site, we have not designated a stockpile area and topsoil may be placed outside the interior of the lagoon within the construction limits, or on adjacent property if permission is granted.

6. Do the slope areas that have eroded to a steeper grade get repaired back to plan grade of a 4:1? The eroded areas shall be evened out as practical, but maintaining a 4:1 is not necessarily required. Certain areas may be allowed to be steeper than a 4:1, if there is not sufficient material left to restore to original grade. The intent is to make the slopes uniform and reasonably shaped prior to placing riprap.

Sincerely,

HOUSTON ENGINEERING, INC.



Travis G. Johnson, P.E.

Enclosures

C: Michael Gunsch, Houston Engineering, Inc. Bismarck  
Glenda Anderson, Apple Valley Cooperative  
Terry Fleck, Burleigh County Water Resources District  
Dave Bergsagel, ND Department of Health

# Work Change Directive

No. **1**

Date of Issuance: 7/25/13

Effective Date: 7/25/13

Project: Apple Valley Cooperative Sanitary Lagoon Improvements	Owner: Burleigh County Water Resource District	Owner's Contract No.:
Contract: CWSRF Project No. 380945-01		Date of Contract: 2/4/13
Contractor: Weisz & Sons, Inc.		Engineer's Project No.: 6025-007

**Contractor is directed to proceed promptly with the following change(s):**

Item No.	Description
1	Remove standing water adjacent to lagoon to stop infiltration
2	Remove all water from inside lagoon
3	Repair clay liner at seepage locations and southeast corner of lagoon
4	Leave remainder of sludge on bottom to dry in place while work proceeds

**Attachments (list documents supporting change):**

**Purpose for Work Change Directive:**

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

Contract Price \$ \_\_\_\_\_ (increase/decrease)      Contract Time \_\_\_\_\_ (increase/decrease) days

Recommended for Approval by Engineer: <i>Tavis G. Johnson</i>	Date <u>7/25/13</u>
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:

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July 24, 2013

Houston Engineering  
Attn: Travis Johnson  
3712 Lockport St.  
Bismarck, ND 58503

Ref: Apple Valley Cooperative Lagoon Improvement

Dear: Mr. Johnson,

We are requesting written verification of how we are to proceed with the sludge removal and disposal. We understand our last verbal direction as follows:

1. Don't remove sludge from the bottom.
2. Remove sludge from corners or areas where the dozer made deep ruts while pushing sludge up on 7/19/2013. These areas appear to have been eroded and not as stable as the other areas of the cell bottom.
3. Use imported clay embankment item to fill above areas back to original cell bottom elevation.
4. Use imported clay embankment item to fill center berm to original plan elevation. This conflicts with other verbal instructions for grading the center berm.
5. We are still unsure what to do with the topsoil and vegetation that will be removed for the rip rap installation.
6. Do the slope areas that have eroded to a steeper grade get repaired back to a plan grade of a 4:1? Do we use the imported clay embankment item to fill the areas in?

We would appreciate these answers in writing.

At this point we understand the water removed from the secondary cell and the low area to the north and east of the secondary cell has been done on a T & M basis. We were directed to pump the low area because it appears it may be generating hydrostatic pressure and causing some water leakage into the secondary cell on the sides and bottom.

We would like to continue work as soon as the low area is drained, which could be by the morning of 7/24/2013.

Regards,

Don Weisz

*By Don Weisz For*  
*Don Weisz*

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# ACORD™ INSURANCE BINDER

DATE  
07/24/13

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER <b>Hub Int'l. Mountain States Ltd</b> PO Box 1237 Bismarck, ND 58502	PHONE (A/C, No, Ext): <b>701-355-3100</b> FAX (A/C, No):	COMPANY <b>Auto-Owners Insurance Co</b>	BINDER # <b>4847930701</b>
CODE:	SUB CODE:	THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	
AGENCY CUSTOMER ID: <b>156066</b>	DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)		
INSURED <b>Key Leasing LLC</b> 8606 Island Rd Bismarck, ND 58503	<b>9700 Island Rd</b> Bismarck ND 58503		

**COVERAGES**

**LIMITS**

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
<b>PROPERTY</b> CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC	<b>Dwelling</b>	<b>1,000</b>		<b>\$300,000</b>
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Personal Liab.</b> <input checked="" type="checkbox"/> <b>Med. Payments</b>	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		<b>\$ 1,000,000</b>
		DAMAGE TO RENTED PREMISES		\$
		MED EXP (Any one person)		<b>\$ 5,000</b>
		PERSONAL & ADV INJURY		\$
		GENERAL AGGREGATE		\$
		PRODUCTS - COM/OP AGG		\$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
<b>AUTO PHYSICAL DAMAGE</b> DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE		\$
		STATED AMOUNT		\$
		OTHER		\$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		\$
		EACH ACCIDENT		\$
		AGGREGATE		\$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>		WC STATUTORY LIMITS		\$
		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
<b>SPECIAL CONDITIONS/ OTHER COVERAGES</b>		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

**NAME & ADDRESS**

	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>Larry Olson</i>	

## CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

### Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

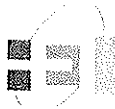
Chapter 21 Title 25 Paragraph 2119

### Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

### Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.



July 25, 2013

Weisz & Sons, Inc.  
Attn: Don Weisz  
P.O. Box 1756  
Bismarck, ND 58502

Subject: Apple Valley Cooperative Lagoon Improvements

Dear Mr. Weisz,

This letter accompanies Work Change Directive #1 to clarify the four items included in that Directive.

1. Remove standing water adjacent to lagoon to stop infiltration. This item is to remove the standing water outside of the lagoon to remove the hydrostatic influence of external water, which is intended to stop waters from seeping into the lagoon and allow it to be dewatered and stay dry. These waters shall be pumped overland to Apple Creek. In order to accomplish this, we need to secure permission from the affected landowner to occupy his property to run the hoses and accomplish the required pumping. The Apple Valley Cooperative has contacted him for access prior to the beginning of work on site, but he needs to be informed of the plan to dewater across his property.
2. Remove standing waters from inside lagoon. In conjunction with the work in Item #1 to eliminate infiltration, we also have to remove as much water as practical from inside the lagoon to allow restoration of the clay liner.
3. Repair clay liner at seepage locations and the southeast corner of lagoon. Once waters have been removed from the lagoon, the areas where the clay liner has been damaged shall be repaired. Unstable material should be removed, as is practical, and imported clay shall be placed to cap the bottom and restore the clay liner where it has been damaged or where water has been seeping into the lagoon. There is a unit price included in the project for clay materials for liner repair.
4. Leave remainder of sludge on bottom to dry in place. The existing sludge that remains in the undisturbed center portion of the lagoon shall be left and allowed to dry. It is our belief as these materials dry, it will shrink and reduce the total volume of solids on lagoon bottom. We will only remove that material along the slopes to place the riprap around the lagoon. The same approach will be applied to primary lagoon cell. The sludge will be left in place and allowed to dry as much as possible. We will dewater and only remove materials required to shape the inside slopes of the lagoon and place riprap.

Your letter dated July 24, 2013 contained six items that require clarification relating to this work.

1. Don't remove sludge from the bottom.  
Correct, this work was amended out of the project with Change Order #1.
2. Remove sludge from corners or areas where the dozer made deep ruts. Correct. We will remove the sludge from these areas so the clay liner can be repaired as noted in Item #3 above.

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July 26, 2013

Page 2

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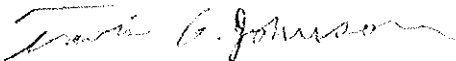
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6. Do the slope areas that have eroded to a steeper grade get repaired back to plan grade of a 4:1? The eroded areas shall be evened out as practical, but maintaining a 4:1 is not necessarily required. Certain areas may be allowed to be steeper than a 4:1, if there is not sufficient material left to restore to original grade. The intent is to make the slopes uniform and reasonably shaped prior to placing riprap.

Sincerely,

HOUSTON ENGINEERING, INC.



Travis G. Johnson, P.E.

Enclosures

C: Michael Gunsch, Houston Engineering, Inc. Bismarck  
Glenda Anderson, Apple Valley Cooperative  
Terry Fleck, Burleigh County Water Resources District  
Dave Bergsagel, ND Department of Health



# Work Change Directive

No. 1

Date of Issuance: 7/25/13

Effective Date: 7/25/13

Project: Apple Valley Cooperative Sanitary Lagoon Improvements	Owner: Burleigh County Water Resource District	Owner's Contract No.:
Contract: CWSRF Project No. 380945-01		Date of Contract: 2/4/13
Contractor: Weisz & Sons, Inc.		Engineer's Project No.: 6025-007

**Contractor is directed to proceed promptly with the following change(s):**

Item No.	Description
1	Remove standing water adjacent to lagoon to stop infiltration
2	Remove all water from inside lagoon
3	Repair clay liner at seepage locations and southeast corner of lagoon
4	Leave remainder of sludge on bottom to dry in place while work proceeds

**Attachments (list documents supporting change):**

**Purpose for Work Change Directive:**

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

Contract Price \$ \_\_\_\_\_ (increase/decrease)      Contract Time \_\_\_\_\_ (increase/decrease) days

Recommended for Approval by Engineer: <i>Thomas G. Johnson</i>	Date <u>7/25/13</u>
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:

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July 24, 2013

Houston Engineering  
Attn: Travis Johnson  
3712 Lockport St.  
Bismarck, ND 58503

Ref: Apple Valley Cooperative Lagoon Improvement

Dear: Mr. Johnson,

We are requesting written verification of how we are to proceed with the sludge removal and disposal. We understand our last verbal direction as follows:

1. Don't remove sludge from the bottom.
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We would like to continue work as soon as the low area is drained, which could be by the morning of 7/24/2013.

Regards,

Don Weisz

*By Don Weisz For*  
*Don Weisz*

## Mona Livdahl

---

**From:** Kevin Glatt [kglatt@nd.gov]  
**Sent:** Monday, August 12, 2013 5:21 PM  
**To:** 'Mona Livdahl'  
**Subject:** RE: BCWRD Budget

Mona:

**61-35-78. District treasurer to insert amount of improvements in county real estate book or other forms - Regulations governing.**

The district treasurer shall notify the county auditor not later than August twentieth in each year of any special assessments that were made in the district in addition to those reported in the previous year. The county auditor shall make and deliver to the district treasurer on or before September twentieth each year a copy of the real estate assessment book or other forms for the current year covering all additions in which any special assessments have existed and where any will appear for the current year as advised by the district treasurer. The district treasurer shall insert in the proper columns under the appropriate headings the amount of each of the installments of the assessments on the lots or subdivisions of lots or tracts of land which are to be extended upon the tax lists of the district for the current year. The district treasurer shall show the total amount of special assessments certified to the county auditor for the current year. If a division of property has been made since the original assessment, the district treasurer shall make or cause to be made the proper division of the special assessments on the lots or tracts of land in the same manner as general taxes are divided and assessed as furnished by the county auditor. The district treasurer shall certify the special assessments to the county auditor by November first of each year.

Total costs, interest rate, # years, parcel # AND Legal for each property we are to extend specials should work....

Kevin

**From:** Mona Livdahl [mailto:mona@midco.net]  
**Sent:** Monday, August 12, 2013 12:13 PM  
**To:** 'Kevin Glatt'  
**Subject:** FW: BCWRD Budget

Kevin – can you help with this:

**From:** Michael Gunsch [mailto:mgunsch@houstoneng.com]  
**Sent:** Monday, August 12, 2013 10:10 AM  
**To:** 'Mona Livdahl'; 'Terry Fleck'; Ken Royse; Cary Backstrand  
**Subject:** RE: BCWRD Budget

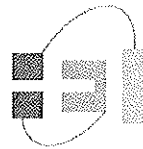
Mona:

Please check with Kevin Glatt regarding his needs to certify the special assessments for the Apple Valley Cooperative Lagoon project.

Final costs, date required, review, etc....

Then we need to coordinate a meeting with him to make sure he gets what he needs.





## COE Permit Application

**To:** Michael Gunsch, PE  
Senior Project Manager

**From:** Larry Kramka  
Senior Environmental Project Manager

**Date:** August 15, 2013

**Subject:** Missouri River Snagging and Clearing

---

The Missouri River snagging and clearing project contemplated for the reaches located between Missouri River Mile 1303 and 1311 is subject to Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act. The Corps of Engineers-North Dakota Regulatory Office (NDRO) administers permitting for both of these programs within the subject reach. As previously outlined (see June 27, 2013 memorandum), a field visit was conducted on June 21, 2013 to familiarize the regulatory agencies with the scope of the anticipated project prior to submitting a permit application to the NDRO. It was expected the project would require an individual permit and that the NDRO would provide a letter summarizing the required information for permit review. One critical component of any application is a well described "purpose and need" statement for the project.

On July 15, 2013 the NDRO provided a letter (attached) outlining the minimum requirements for a permit application to be considered complete. The letter provided the permit application and the basic instructions to apply for the required permit through the NDRO. It did not provide any details on the specific data needs that were outlined and discussed in the field and summarized in the June 27, 2013 memorandum.

The permit application instructions are straight forward and do not need additional detailed discussion. The agencies have not provided any guidance on how to address the following concerns raised during the field tour:

- Risk for ice jam formation and flooding due to numerous snags.
- Modified risk of ice jam formation with project.
- Impact of the proposed removal of woody debris within this reach of the river on habitat and food source for fish and wildlife.
- Hydraulic effects of the snag removal.
- Review of alternative methods that might reduce the initial movement of bed load.
- Possible phased actions that could reduce the project area or scope
- Monitoring the effects to identify whether additional work would be conducted.

I recommend that we develop a list of the documentation that we can provide in order to address these identified concerns. This list would be provided to the agency attendees as the additional information that will be included in the complete application. We would then provide them the opportunity to comment prior to any formal submittal. After a reasonable comment/response period, we would ask the NDRO for concurrence.

Although this is a step that requires some additional up front work, I believe that it will help to establish a "floor" for the data needs and limit the typical cycle of additional information requests, which only delays the process.

The following items are recommended to be included as additional information filed with the application:

1. A discussion and analysis of historic ice jam information focusing on the risk and discussing ice jam formation due to debris in the channel.
2. A description of the factors that lead to increased risk resulting from the significant snag field in the river.
3. Document any information available from the agencies related to the quality of habitat within the reach.
4. Provide hydraulic analysis of the pre and post project stage conditions for low to moderate flood heights.
5. Discuss alternatives (full removal and limited removal) effects on disturbing bottom sediments.
6. Provide a discussion on how a phased project would potentially impact the hydraulic conveyance and impact sediment transport.

It is important to note the agencies will likely ask for additional quantitative information for some of these items. I did present them with the reality that many of these do not have quantitative answers.

If the list meets your approval and the Board authorizes moving forward, I will draft correspondence to send to the agencies outlining our approach.



REPLY TO  
ATTENTION OF

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

July 15, 2013

North Dakota Regulatory Office

**RECEIVED**

JUL 17 2013

**Houston Engineering, Inc.  
Bismarck, ND**

Mr. Michael Gunsch  
Houston Engineering  
3712 Lockport Street  
Bismarck, North Dakota 58503

This letter is in conjunction with the June 21, 2013 boat tour of the Missouri River between approximate river miles 1303-1311 during which a snag removal proposal was discussed. As explained, downed trees would be removed primarily from mid-channel and inside river bends and there would be neither excavation of sandbars nor channel dredging. Snag disposal would be on the top bank in uplands

The Corps of Engineers-North Dakota Regulatory Office (NDRO) administers Section 10 of the Rivers and Harbors Act (Section 10) and Section 404 of the Clean Water Act (Section 404). Section 10 regulates work in or affecting navigable waters. Section 404 regulates the discharge of dredge or fill material (temporarily or permanently) in waters of the United States. Fill material includes, but is not limited to, rock, sand, soil, clay, plastics, construction debris, wood chips, overburden from mines or other excavation activities and materials used to create any structure or infrastructure in the waters of the United States. Redistribution of fill in waters of the United States is considered a discharge. The Missouri River is regulated under Sections 10 and 404.

Snag removal would likely require review as an Individual Permit (IP). To process an IP complete the enclosed permit application and submit it to the letterhead address. A description of the project's scope, construction methodology, and location (removal and disposal sites), statement of purpose and need, is important. When the application is determined complete the NDRO will issue a public notice and accept comments from the public and Federal, tribal, state, and local agencies. Also enclosed is an excerpt from the regulations explaining the contents of a complete application. An impacts analysis is not required for a complete application and issuance of a public notice, however, we will ask the applicant for an assessment of secondary/cumulative impacts (e.g., bank stability, deposition/erosion patterns, thalweg alteration, etc.).

If a permit is required under Section 404, only the least damaging practicable alternative can be authorized. A Section 404 permit would also require issuance of Section 401 water quality certification by the North Dakota Department of Health.

A copy of this letter is being sent to Mr. Larry Kramka, Houston Engineering Inc, 6901 East Fish Lake Road, Suite 140, Maple Grove, Minnesota, 55369.

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are to be avoided and minimized. The application must also include either a statement describing how impacts to waters of the United States are to be compensated for or a statement explaining why compensatory mitigation should not be required for the proposed impacts. (See §332.4(b)(1) of this chapter.)

(8) *Signature on application.* The application must be signed by the person who desires to undertake the proposed activity ( *i.e.* , the applicant) or by a duly authorized agent. When the applicant is represented by an agent, that information will be included in the space provided on the application or by a separate written statement. The signature of the applicant or the agent will be an affirmation that the applicant possesses or will possess the requisite property interest to undertake the activity proposed in the application, except where the lands are under the control of the Corps of Engineers, in which cases the district engineer will coordinate the transfer of the real estate and the permit action. An application may include the activity of more than one owner provided the character of the activity of each owner is similar and in the same general area and each owner submits a statement designating the same agent.

(9) If the activity would involve the construction or placement of an artificial reef, as defined in 33 CFR 322.2(g), in the navigable waters of the United States or in the waters overlying the outer continental shelf, the application must include provisions for siting, constructing, monitoring, and managing the artificial reef.

(10) *Complete application.* An application will be determined to be complete when sufficient information is received to issue a public notice (See 33 CFR 325.1(d) and 325.3(a).) The issuance of a public notice will not be delayed to obtain information necessary to evaluate an application.

**U.S. ARMY CORPS OF ENGINEERS  
APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT**  
33 CFR 325. The proponent agency is CECW-CO-R.

OMB APPROVAL NO. 0710-0003  
EXPIRES: 28 FEBRUARY 2013

Public reporting for this collection of information is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters, Executive Services and Communications Directorate, Information Management Division and to the Office of Management and Budget, Paperwork Reduction Project (0710-0003). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to either of those addresses. Completed applications must be submitted to the District Engineer having jurisdiction over the location of the proposed activity.

**PRIVACY ACT STATEMENT**

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned.

**(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)**

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE
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**(ITEMS BELOW TO BE FILLED BY APPLICANT)**

5. APPLICANT'S NAME First -                      Middle -                      Last - Company - E-mail Address -		8. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required) First -                      Middle -                      Last - Company - E-mail Address -	
6. APPLICANT'S ADDRESS: Address- City -                      State -                      Zip -                      Country -		9. AGENT'S ADDRESS: Address- City -                      State -                      Zip -                      Country -	
7. APPLICANT'S PHONE NOS. w/AREA CODE a. Residence                      b. Business                      c. Fax		10. AGENTS PHONE NOS. w/AREA CODE a. Residence                      b. Business                      c. Fax	

**STATEMENT OF AUTHORIZATION**

11. I hereby authorize, \_\_\_\_\_ to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.

\_\_\_\_\_  
SIGNATURE OF APPLICANT                      DATE

**NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY**

12. PROJECT NAME OR TITLE (see instructions)			
13. NAME OF WATERBODY, IF KNOWN (if applicable)		14. PROJECT STREET ADDRESS (if applicable) Address	
15. LOCATION OF PROJECT Latitude: °N                      Longitude: °W		City -                      State-                      Zip-	
16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (see instructions) State Tax Parcel ID                      Municipality Section -                      Township -                      Range -			

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17. DIRECTIONS TO THE SITE

18. Nature of Activity (Description of project, include all features)

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

**USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED**

20. Reason(s) for Discharge

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

Type Amount in Cubic Yards	Type Amount in Cubic Yards	Type Amount in Cubic Yards
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22. Surface Area in Acres of Wellands or Other Waters Filled (see instructions)

Acres  
or  
Linear Feet

23. Description of Avoidance, Minimization, and Compensation (see instructions)

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24 Is Any Portion of the Work Already Complete?  Yes  No IF YES, DESCRIBE THE COMPLETED WORK

25 Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list)

a. Address-

City - State - Zip -

b. Address-

City - State - Zip -

c. Address-

City - State - Zip -

d. Address-

City - State - Zip -

e. Address-

City - State - Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED

\* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AGENT

\_\_\_\_\_  
DATE

The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

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**Instructions for Preparing a  
Department of the Army Permit Application**

**Blocks 1 through 4.** To be completed by Corps of Engineers.

**Block 5. Applicant's Name.** Enter the name and the E-mail address of the responsible party or parties. If the responsible party is an agency, company, corporation, or other organization, indicate the name of the organization and responsible officer and title. If more than one party is associated with the application, please attach a sheet with the necessary information marked Block 5.

**Block 6. Address of Applicant.** Please provide the full address of the party or parties responsible for the application. If more space is needed, attach an extra sheet of paper marked Block 6.

**Block 7. Applicant Telephone Number(s).** Please provide the number where you can usually be reached during normal business hours.

**Blocks 8 through 11.** To be completed, if you choose to have an agent.

**Block 8. Authorized Agent's Name and Title.** Indicate name of individual or agency, designated by you, to represent you in this process. An agent can be an attorney, builder, contractor, engineer, or any other person or organization. Note: An agent is not required.

**Blocks 9 and 10. Agent's Address and Telephone Number.** Please provide the complete mailing address of the agent, along with the telephone number where he / she can be reached during normal business hours.

**Block 11. Statement of Authorization.** To be completed by applicant, if an agent is to be employed.

**Block 12. Proposed Project Name or Title.** Please provide name identifying the proposed project, e.g., Landmark Plaza, Burned Hills Subdivision, or Edsall Commercial Center.

**Block 13. Name of Waterbody.** Please provide the name of any stream, lake, marsh, or other waterway to be directly impacted by the activity. If it is a minor (no name) stream, identify the waterbody the minor stream enters.

**Block 14. Proposed Project Street Address.** If the proposed project is located at a site having a street address (not a box number), please enter it here.

**Block 15. Location of Proposed Project.** Enter the latitude and longitude of where the proposed project is located. If more space is required, please attach a sheet with the necessary information marked Block 15.

**Block 16. Other Location Descriptions.** If available, provide the Tax Parcel Identification number of the site, Section, Township, and Range of the site (if known), and / or local Municipality that the site is located in.

**Block 17. Directions to the Site.** Provide directions to the site from a known location or landmark. Include highway and street numbers as well as names. Also provide distances from known locations and any other information that would assist in locating the site. You may also provide description of the proposed project location, such as lot numbers, tract numbers, or you may choose to locate the proposed project site from a known point (such as the right descending bank of Smith Creek, one mile downstream from the Highway 14 bridge). If a large river or stream, include the river mile of the proposed project site if known

**Block 18. Nature of Activity.** Describe the overall activity or project. Give appropriate dimensions of structures such as wing walls, dikes (identify the materials to be used in construction, as well as the methods by which the work is to be done), or excavations (length, width, and height). Indicate whether discharge of dredged or fill material is involved. Also, identify any structure to be constructed on a fill, piles, or float-supported platforms.

The written descriptions and illustrations are an important part of the application. Please describe, in detail, what you wish to do. If more space is needed, attach an extra sheet of paper marked Block 18.

**Block 19. Proposed Project Purpose.** Describe the purpose and need for the proposed project. What will it be used for and why? Also include a brief description of any related activities to be developed as the result of the proposed project. Give the approximate dates you plan to both begin and complete all work.



**Block 20. Reasons for Discharge.** If the activity involves the discharge of dredged and/or fill material into a wetland or other waterbody, including the temporary placement of material, explain the specific purpose of the placement of the material (such as erosion control).

**Block 21. Types of Material Being Discharged and the Amount of Each Type in Cubic Yards.** Describe the material to be discharged and amount of each material to be discharged within Corps jurisdiction. Please be sure this description will agree with your illustrations. Discharge material includes: rock, sand, clay, concrete, etc.

**Block 22. Surface Areas of Wetlands or Other Waters Filled.** Describe the area to be filled at each location. Specifically identify the surface areas, or part thereof, to be filled. Also include the means by which the discharge is to be done (backhoe, dragline, etc.). If dredged material is to be discharged on an upland site, identify the site and the steps to be taken (if necessary) to prevent runoff from the dredged material back into a waterbody. If more space is needed, attach an extra sheet of paper marked Block 22.

**Block 23. Description of Avoidance, Minimization, and Compensation.** Provide a brief explanation describing how impacts to waters of the United States are being avoided and minimized on the project site. Also provide a brief description of how impacts to waters of the United States will be compensated for, or a brief statement explaining why compensatory mitigation should not be required for those impacts.

**Block 24. Is Any Portion of the Work Already Complete?** Provide any background on any part of the proposed project already completed. Describe the area already developed, structures completed, any dredged or fill material already discharged, the type of material, volume in cubic yards, acres filled, if a wetland or other waterbody (in acres or square feet). If the work was done under an existing Corps permit, identify the authorization, if possible.

**Block 25. Names and Addresses of Adjoining Property Owners, Lessees, etc., Whose Property Adjoins the Project Site.** List complete names and full mailing addresses of the adjacent property owners (public and private) lessees, etc., whose property adjoins the waterbody or aquatic site where the work is being proposed so that they may be notified of the proposed activity (usually by public notice). If more space is needed, attach an extra sheet of paper marked Block 24.

Information regarding adjacent landowners is usually available through the office of the tax assessor in the county or counties where the project is to be developed.

**Block 26. Information about Approvals or Denials by Other Agencies.** You may need the approval of other federal, state, or local agencies for your project. Identify any applications you have submitted and the status, if any (approved or denied) of each application. You need not have obtained all other permits before applying for a Corps permit

**Block 27. Signature of Applicant or Agent.** The application must be signed by the owner or other authorized party (agent). This signature shall be an affirmation that the party applying for the permit possesses the requisite property rights to undertake the activity applied for (including compliance with special conditions, mitigation, etc.).

## DRAWINGS AND ILLUSTRATIONS

### General Information.

Three types of illustrations are needed to properly depict the work to be undertaken. These illustrations or drawings are identified as a Vicinity Map, a Plan View or a Typical Cross-Section Map. Identify each illustration with a figure or attachment number.

Please submit one original, or good quality copy, of all drawings on 8½ x11 inch plain white paper (electronic media may be substituted). Use the fewest number of sheets necessary for your drawings or illustrations.

Each illustration should identify the project, the applicant, and the type of illustration (vicinity map, plan view, or cross-section). **While illustrations need not be professional (many small, private project illustrations are prepared by hand), they should be clear, accurate, and contain all necessary information.**

## Vicinity Map

The vicinity map you provide will be printed in any public notice that is issued and used by the Corps of Engineers and other reviewing agencies to locate the site of the proposed activity. You may use an existing road map or US Geological Survey topographic (scale 1:24,000) as the vicinity map. Please include sufficient details to simplify locating the site from both the waterbody and from land. Identify the source of the map or chart from which the vicinity map was taken and, if not already shown, add the following:

- location of activity site (draw an arrow showing the exact location of the site on the map).
- latitude, longitude, river mile, if known, and/or other information that coincides with Block 6 on the application form.
- name of waterbody and the name of the larger creek, river, bay, etc., that the waterbody is immediately tributary to.
- names, descriptions and location of landmarks.
- name of all applicable political (county, parish, borough, town, city, etc.) jurisdictions
- name of and distance to nearest town, community, or other identifying locations
- names or numbers of all roads in the vicinity of the site.
- north arrow.
- scale.

## Plan View

The plan view shows the proposed activity as if you were looking straight down on it from above. your plan view should clearly show the following:

- Name of waterbody (river, creek, lake, wetland, etc.) and river mile (if known) at location of activity.
- Existing shorelines.
- Mean high and mean low water lines and maximum (spring) high tide line in tidal areas.
- Ordinary high water line and ordinary low water line if the proposed activity is located on a non-tidal waterbody.
- Average water depths around the activity.
- Dimensions of the activity and distance it extends from the high water line into the water.
- Distances to nearby Federal projects, if applicable.
- Distance between proposed activity and navigation channel, where applicable.
- Location of structures, if any, in navigable waters immediately adjacent to the proposed activity.
- Location of any wetlands (marshes, swamps, tidal flats, etc.)
- North arrow.
- Scale.
- If dredged material is involved, you must describe the type of material, number of cubic yards, method of handling, and the location of fill and spoil disposal area. The drawing should show proposed retention levees, weirs, and/or other means for retaining hydraulically placed materials.
- Mark the drawing to indicate previously completed portions of the activity.

## Cross Section View and/or Elevation

The elevation and/or cross section view is a scale drawing that shows the side, front, or rear of the proposed activity. If a section view is shown, it represents the proposed structure as it would appear if cut internally for display. Your elevation should clearly show the following:

- Water elevations as shown in the plan view.

- Water depth at water-ward face of proposed activity or, if dredging is proposed, dredging and estimated disposal grades.
- Dimensions from mean high water line (in tidal waters) of proposed fill or float, or high tide line for pile supported platform. Describe any structures to be built on the platform.
- Cross section of excavation or fill, including approximate side slopes.
- Graphic or numerical scale.
- Principal dimensions of the activity

#### Notes on Drawings\*

- Names of adjacent property owners who may be affected. Complete names and addresses should be shown in Block 5 on ENG Form 4345.
- Legal property description: Number, name of subdivision, block, and lot number. Section, Township, and Range (if applicable) from plot, deed, or tax assessment.
- Photographs of the site of the proposed activity are not required; however, pictures are helpful and may be submitted as part of any application.
- **While illustrations need not be professional (many small, private project illustrations are prepared by hand), they should be clear, accurate, and contain all necessary information.**

\* Drawings should be as clear and simple as possible (ie, not too "busy").

## Mona Livdahl

---

**From:** David Bliss [dbliss@blisslaw.com]  
**Sent:** Wednesday, August 07, 2013 8:57 AM  
**To:** Mona Livdahl  
**Subject:** RE: Records Retention

Mona,

Two ways to recycle – all paper can be dropped in the paper recycling bins all over town (Super Valu, Arrowhead, etc.) along with all plastic and newspapers. Office paper could go into the paper recycling bins along with magazines, etc. With water board materials, the safest procedure is to have them shredded and recycled, in my view, but the Board should weigh in on that. Record Keepers brings a bin or bins (on wheels) with a slit to put our papers in. It's very reasonable, maybe \$20 a month, they pick up at the office. I anticipate that we'll have a lot of recycling to do with the District's old files in the City/County Building.

Dave



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**From:** Mona Livdahl [mailto:[mona@midco.net](mailto:mona@midco.net)]  
**Sent:** Wednesday, August 07, 2013 8:52 AM  
**To:** 'David Bliss'; 'Michael Gunsch'  
**Cc:** 'Terry Fleck'  
**Subject:** RE: Records Retention

We hadn't been – but that's because they are all in my file cabinets. I sure can – do they charge?

Mona

**From:** David Bliss [mailto:[dbliss@blisslaw.com](mailto:dbliss@blisslaw.com)]  
**Sent:** Wednesday, August 07, 2013 8:31 AM

**To:** Mona Livdahl; Michael Gunsch  
**Cc:** Terry Fleck  
**Subject:** RE: Records Retention

Mona,

Seems to me that if the District Engineer has a digital copy (and can reproduce if necessary) and the City has its own copy, no need for the Board to keep hard copies. I assume that we are recycling these documents? We use Record Keepers here at the office for shredding and recycling.

Dave



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**From:** Mona Livdahl [<mailto:mona@midco.net>]  
**Sent:** Thursday, August 01, 2013 11:57 AM  
**To:** 'Michael Gunsch'; 'David Bliss'  
**Cc:** 'Terry Fleck'  
**Subject:** RE: Records Retention

I've held on to them this long, I guess another 6 months won't hurt – I thought maybe just keep the ones we wrote to document comments/concerns with .

**From:** Michael Gunsch [<mailto:mgunsch@houstoneng.com>]  
**Sent:** Thursday, August 01, 2013 11:34 AM  
**To:** 'Mona Livdahl'; 'David Bliss'  
**Cc:** 'Terry Fleck'  
**Subject:** RE: Records Retention

Mona:

I am thinking that if they are disposed of that they likely exist in digital form with the City already. That being said I would not be opposed to throwing them our way and we can review for any reason to retain.

## Mona Livdahl

---

**From:** Michael Gunsch [mgunsch@houstoneng.com]  
**Sent:** Saturday, August 10, 2013 11:39 AM  
**To:** artgr8auto@yahoo.com; 'Mark Leischner'  
**Cc:** Steve Mariner (STEVE@MARINERCONSTRUCTION.COM); 'Greg Mariner'; 'Mona Livdahl'; Dwight Wrangham (dwrightwrangham@gmail.com); 'Tracy Hoherz'; Brian Bittner (bbittner@bitcobuilds.com); David Bliss (dbliss@blisslaw.com); Fleck Terry (tfleck@attitudedr.com); Gordon Weixel (gweixel@nd.gov); Craig Odenbach  
**Subject:** ACIP Levee Feasibility Study  
**Attachments:** Specific Authorization #22 - ACIP.pdf; ACIP Landowner Petition for Project.pdf; ACIP SWC Cost Share Request - Feasibility Study.pdf

Art and Mark:

Attached are the following documents:

1. SA #22 – If approved by the BCWRD this authorizes HEI to proceed with the feasibility study
  - a. FYI - You may need a copy of this document to obtain the bond as it outlines the costs and obligations.
2. ACIP Petition – This is what needs to be signed by as many lot owners you wish to participate in the Bond, as they will be assumed to have equal obligations on the bond, unless otherwise noted. The study will not start until the petition and bond are accepted by the BCWRD. Their next meeting is August 20<sup>th</sup> should you want to shoot for a submittal date.
3. SWC Cost Share request – This feasibility study has certain components that are eligible for SWC cost share. After visiting with Chairman Fleck he authorized this request for funding consideration to be submitted to the State Engineer to move the review forward and determine eligible costs. Given the unknown time for the next SWC meeting it is prudent to submit now versus waiting, as they have a submittal timeline for consideration prior to each meeting. The study could not proceed until the SWC request is considered and approved to obtain funding. Will let you know what the timeline might be once the SWC lets us know.

If you have any questions, please let me or Craig Odenbach (HEI) know.

Thanks,

PS – This information is being forwarded to several others who have expressed an interest in this levee study, and also to Commissioner Bitner.

### **Michael H. Gunsch, PE**

Principal / Senior Project Manager

☎ 701.323.0200 | ☎ 701.323.0300 | ☎ 701.527.2134

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[www.houstoneng.com](http://www.houstoneng.com)

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# Apple Creek Industrial Park - Flood Control Levee - Protected Parcels

Parcel_ID	Owner	Property_1	Mail_Address	Mail_Add_1	Mail_City	Mail_Zipco	Area_Sq_Ft
38-138-80-09-01-010	LANDMARK INVESTMENTS LLC	1201 CAVALRY DR		PO BOX 13500	GRAND FORKS ND	58208-3500	85,854.52
38-138-80-09-01-020	NORTHERN IMPROVEMENT CO	1456 SABER DR		3320 E CENTURY AVE	BISMARCK ND	58503	84,988.95
38-138-80-09-01-030	LANDMARK INVESTMENTS LLC	1476 SABER DR		PO BOX 13500	GRAND FORKS ND	58208-3500	81,273.32
38-138-80-09-01-050	SOUTH HEART COMPANY	1436 SABER DR		PO BOX 41	BISMARCK ND	58502-0041	17,309.34
38-138-80-09-01-060	SOUTH HEART COMPANY	1420 SABER DR		PO BOX 41	BISMARCK ND	58502-0041	67,965.71
38-138-80-11-01-010	JEDS LLC	4475 FULLER AV		713 PARK DR	FARGO ND	58103	205,617.75
38-138-80-11-01-020	MARINER, ART & DOROTHY	4555 FULLER AV		4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	82,733.48
38-138-80-11-01-030	MARINER, ART	1200 CAVALRY DR		4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	97,679.65
38-138-80-11-01-040	MARINER, ART	1260 CAVALRY DR		4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	100,048.87
38-138-80-11-01-050	MARINER, ART	1340 SABER LP		4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	91,615.27
38-138-80-11-01-070	MORLOCK, GARY & CATHERINE	1390 SABER PL		5150 57TH ST SE	BISMARCK ND	58504	80,923.13
38-138-80-11-01-080	MORLOCK, GARY & CATHERINE	1398 SABER PL		5150 57TH ST SE	BISMARCK ND	58504	22,895.01
38-138-80-11-01-090	STRATA CORPORATION	1401 SABER PL		P O BOX 13500	GRAND FORKS ND	58208-3500	126,413.11
38-138-80-11-01-100	STRATA CORPORATION	1415 SABER LP		P O BOX 13500	GRAND FORKS ND	58208-3500	88,317.35
38-138-80-11-01-110	MARINER, ART	1421 SABER LP		4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	113,015.45
38-138-80-11-01-120	MARINER, ART	1431 SABER LP		4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	107,230.53
38-138-80-11-01-135	REIS, DANIEL & VARNER, >	1441 SABER LP		2512 93RD ST SE	BISMARCK ND	58504-3956	89,132.45
38-138-80-11-01-140	REIS, DANIEL & VARNER, CM	4550 RIFLE RANGE DR	C MERRILL	2900 ONTARIO LN #4	BISMARCK ND	58503	81,728.82
38-138-80-11-01-150	REIS, DANIEL & VARNER, CM	4600 RIFLE RANGE DR		2512 93RD ST SE	BISMARCK ND	58504-3956	150,446.65
38-138-80-11-01-150	VARNER, MERRILL C & DIANNA P	1399 SABER LP		2900 ONTARIO LN #4	BISMARCK ND	58503	158,088.66
38-138-80-11-02-010	MARINER, ART	1399 SABER LP		4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	140,123.49
38-138-80-11-02-020	MARINER, ART	1351 SABER LP		4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	91,800.83
38-138-80-11-02-030	MARINER, ART	1333 SABER LP		4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	97,200.97
38-138-80-11-02-040	MARINER, ART	1301 SABER LP		4512 SHOREVIEW PL SE	MADNAN ND	58554-7983	91,781.51
38-138-80-11-02-050	3-D PROPERTIES, LLP	1440 CAVALRY DR		1131 AIRPORT RD	BISMARCK ND	58504-6712	93,056.45
38-138-80-11-02-060	MARINER, ART	1450 SABER LP		4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	98,557.62
38-138-80-11-03-020	MARINER, ART	1434 SABER LP		4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	120,093.65
38-138-80-11-03-030	PULVER, ROBERT & JODI L	1500 SABER DR		1500 SABER DR	BISMARCK ND	58504-7712	88,565.65
38-138-80-11-03-040	HOHERZ INVEST MGMT CO LLC	1600 SABER DR		4202 SHOREVIEW PL	MANDAN ND	58554	96,797.45
38-138-80-11-03-050	KDM LLC	1710 SABER DR		1539 W CAVALRY DR	BISMARCK ND	58504-7729	95,058.50
38-138-80-11-03-060	KDM LLC	1800 SABER DR		1539 W CAVALRY DR	BISMARCK ND	58504-7729	119,324.50
38-138-80-11-03-070	MARINER, ART	1880 SABER DR		4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	90,527.71
38-138-80-11-03-080	MARINER, ARTHUR R & DOROTHY L	1906 SABER DR		4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	89,488.88
38-138-80-11-03-090	MARINER, ARTHUR R & DOROTHY L	1928 SABER DR		4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	91,616.16
38-138-80-11-03-100	MARINER, ART & DOROTHY	2010 SABER DR		4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	90,860.66
38-138-80-11-03-110	MARINER, ART	2080 SABER DR		4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	111,950.84
38-138-80-11-03-120	MARINER, ARTHUR R & DOROTHY L	2056 SABER DR		4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	104,009.37
38-138-80-11-03-130	MARINER, ARTHUR R & DOROTHY L	1901 CAVALRY DR		4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	107,767.57
38-138-80-11-03-140	MARINER, ARTHUR R & DOROTHY L	1801 CAVALRY DR		4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	111,293.21
38-138-80-11-03-150	MARINER PROPERTIES LLC	1771 CAVALRY DR		1771 W CAVALRY DR	BISMARCK ND	58504-7710	111,551.69
38-138-80-11-03-160	BISMARCK STORAGE LLC	1701 CAVALRY DR		1100 INDUSTRIAL DR STE 30	BISMARCK ND	58501-3309	109,088.66
38-138-80-11-03-170	KDM LLC	1655 CAVALRY DR		1539 CAVALRY DR	BISMARCK ND	58504-7729	71,134.82
38-138-80-11-03-180	KDM LLC	1539 CAVALRY DR		4512 SHOREVIEW PL SE	BISMARCK ND	58554-7983	87,607.06
38-138-80-11-03-190	LEISCHNER, MARK & SUSAN	1445 CAVALRY DR		2866 WOODLAND PL	MANDAN ND	58554-7983	88,083.85
38-138-80-11-03-200		1315 CAVALRY DR			BISMARCK ND	58504	108,005.60

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38-138-80-11-04-050	BAILEY, BRANDON	1601 SABER DR	506 CHERRYBROOK DR	BISMARCK ND	58503	89,070.55
38-138-80-11-04-060	IREY, GIL	1705 SABER DR	1969 FALCON RDG	WATERLOO IA	50701-9342	87,185.00
38-138-80-11-04-070	MIDWEST DEVELOPMENT &	1795 SABER DR	PO BOX 7398	BISMARCK ND	58502	91,696.00
38-138-80-11-04-080	MIDWEST DEVELOPMENT &	1835 SABER DR	PO BOX 7398	BISMARCK ND	58502	110,079.52
38-138-80-11-04-090	MIDWEST DEVELOPMENT &	1895 SABER DR	PO BOX 7398	BISMARCK ND	58502	94,049.86
38-138-80-11-04-100	MARINER, ART	1905 SABER DR	4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	96,523.97
38-138-80-11-04-110	MARINER, ART	1985 SABER DR	4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	134,588.79
38-138-80-11-04-120	MARINER, ART	2001 SABER DR	4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	132,938.02
38-138-80-11-04-130	MARINER, ART	2105 SABER DR	4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	128,541.90
38-138-80-11-04-140	MARINER, ART	2125 SABER DR	4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	178,093.10
38-138-80-11-04-150	MARINER, ART	2089 SABER DR	4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	154,888.01
38-138-80-11-04-160	MARINER, ART	2071 SABER DR	4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	101,996.51
38-138-80-11-04-170	MARINER, ART	2051 SABER DR	4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	89,479.25
38-138-80-11-04-180	NORTHWEST CONTRACTING, INC	4625 CARBINE DR	3420 E CENTURY AVE	BISMARCK ND	58503-0737	89,260.15
38-138-80-11-04-190	NORTHWEST CONTRACTING, INC	4611 CARBINE DR	3420 E CENTURY AVE	BISMARCK ND	58503-0737	88,590.01
38-138-80-11-04-200	MARINER, ART	4501 CARBINE DR	4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	129,268.07
38-138-80-11-05-010	MARINER, ART		7324 MELEDEE PL	BISMARCK ND	58504-3084	7,501.50
38-138-80-11-05-020	HILZENDEGER, GERRY	4605 RIFLE RANGE DR	P O BOX 188	STRASBURG ND	58573	89,962.17
38-138-80-11-05-030	EBERLE, STEVE J	1900 CAVALRY DR	1771 CAVALRY DR	BISMARCK ND	58504-7710	129,344.49
38-138-80-11-05-040	CONCRETE PROPERTIES LLC	4630 CARBINE DR	4512 SHOREVIEW PL SE	MANDAN ND	58554-7983	95,232.86
38-138-80-11-05-050	MARINER, ART	4620 CARBINE DR	1771 W CAVALRY DR	BISMARCK ND	58504	106,871.01
38-138-80-11-05-060	APPLE CREEK LLP	4600 CARBINE DR	1771 CAVALRY DR	BISMARCK ND	58504-7710	62,616.69
38-138-80-11-05-070	APPLE CREEK LLP	4500 CARBINE DR	PO BOX 8500	MANDAN ND	56002-8500	86,894.41
38-138-80-26-00-020	HUBBARD FEEDS INC	1503 YEGEN RD	2101 HARBOR DR	BISMARCK ND	58504	116,954.02
38-138-80-26-00-050	ITJ PARTNERSHIP, LLP	4010 RIFLE RANGE DR	PO BOX 4231	BISMARCK ND	58502-4231	78,842.14
38-138-80-28-01-040	CAPITAL INVESTMENTS	4000 CARTRIDGE LP	PO BOX 4231	BISMARCK ND	58504-8997	12.41
38-138-80-28-01-041	JMS LAND DEVELOPMENT, LLC		3444 GALLATIN DR	BISMARCK ND	58504-8997	132,430.56
38-138-80-28-01-050	CAPITAL INVEST PARTNERSHIP		PO BOX 4231	BISMARCK ND	58502-4231	96,061.63
38-138-80-28-01-060	CAPITAL INVEST PARTNERSHIP		PO BOX 4231	BISMARCK ND	58502-4231	555.92
38-138-80-47-01-010	STEWART, GREGG & RUTH		616 N 31ST ST	BISMARCK ND	58501-3202	908.06
38-138-80-47-01-020	MEIDINGER, DAVID A		13600 266TH AVE NE	WILTON ND	58579-9735	211.48
38-138-80-47-01-030	APPLE CREEK LLP		750 119TH ST NE	MENOKEN ND	58558-9744	777.92
38-138-80-47-01-040	APPLE CREEK LLP		750 119TH ST NE	MENOKEN ND	58558-9744	2,925.78
38-138-80-47-01-050	APPLE CREEK LLP		750 119TH ST NE	MENOKEN ND	58558-9744	2,504.55
38-138-80-47-01-060	APPLE CREEK LLP		750 119TH ST NE	MENOKEN ND	58558-9744	3,664.14
38-138-80-47-01-070	APPLE CREEK LLP		750 119TH ST NE	MENOKEN ND	58558-9744	

City of Bismarck - Airport

Missing Lot

Total Area (Square Feet) without City of Bismarck Parcel and missing lot data

7,339,153.05

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**BURLEIGH COUNTY WATER RESOURCE DISTRICT  
ENGINEERING SERVICES AGREEMENT  
SPECIAL AUTHORIZATION #22**

**APPLE CREEK INDUSTRIAL LEVEE EVALUATION**

Pursuant to Exhibit A of the Agreement for Engineering Services, dated May 14, 2013, by and between the Burleigh County Water Resource District (BCWRD) and Houston Engineering, Inc. (ENGINEER), *Specific Authorization No. 22* is hereby provided to the ENGINEER. The description of Phases herein supplements that within the Agreement for Engineering Services. The descriptions of Phases herein describe the agreement for engineering services.

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**OBJECTIVE**

The objective of *Specific Authorization No. 22* (SA#22) is to evaluate the Apple Creek Industrial Park Levee and identify the work required to achieve accreditation under the Federal Emergency Management Agency's National Flood Insurance Program. The project includes the following tasks:

• Kickoff Meeting	\$ 6,500
• Topographic Survey	\$ 11,874
• Geotechnical Exploration and Evaluation	\$ 36,307
• Alternatives Analysis and Design	\$ 21,520
• Hydraulic Analysis	\$ 6,200
• Storm Water and Lift Station Design	\$ 15,410
• Progress Meeting	\$ 7,258
• Refine Design and Design Report	\$ 19,532
• <u>Final Meeting</u>	<u>\$ 5,758</u>
	<u>Total \$ 130,359</u>

**SCOPE OF WORK**

The Tasks listed above and included in the Scope of Work for SA#22 will be divided into three Phases. The sponsoring landowners (Petitioners) have requested the opportunity to evaluate the findings, and progress of the project evaluation upon conclusion of each Phase before deciding to proceed with subsequent Phases. The three Phases include the following tasks:

- Phase I
  - Kickoff Meeting
  - Geotechnical Exploration and Analysis
- Phase II
  - Topographic Survey
  - Hydraulic Analysis
  - Storm Water and Lift Station Design
  - Alternatives Analysis and Design
  - Interim Progress Meeting
- Phase III
  - Refine Report
  - Final Meeting

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## **PHASE I**

This Phase includes an initial kickoff meeting between the BCWRD and the Petitioners as well as the geotechnical exploration and analysis. The levee owner has requested the opportunity to review the geotechnical findings before deciding to proceed with the subsequent phases.

## **PHASE II**

This Phase includes the technical assessments required to identify specific modifications and other actions that would likely be required to achieve accreditation for the levee including topographic survey, hydraulic analysis, storm water analysis and design and an alternatives assessment. The results of these analyses will be presented to the BCWRD and the Petitioners at an interim progress meeting.

## **PHASE III**

The feedback received during the interim progress meeting will be incorporated in the resulting design report. Once the report has been finalized, a final meeting will be held with the BCWRD and the Petitioners.

## **PRODUCT**

The ENGINEER will prepare a final design report that identifies the actions required to achieve accreditation of the levee under FEMA's National Flood Insurance Program. The information in the design report will be of sufficient detail for submittal of a Conditional Letter of Map Revision for review by FEMA.

## **SCHEDULE**

The tentative schedule for the completion of the three phases is as follows:

Phase I – *September 2013*

Phase II – *November/December 2013*

Phase III – *January 2013*

This schedule is subject to potential delays associated with securing cost share assistance from the North Dakota State Water Commission.

**COMPENSATION**

Compensation for this Engineering Services Agreement will be in accordance with the Agreement for Engineering Services - Hourly Rates and Charges. The combined budget for the above phases, tasks and project items is \$130,359. The Burleigh County Water Resource District is requiring a bond, in the full amount of the project costs, from the landowners petitioning for the project prior to proceeding.

**BURLEIGH COUNTY WATER RESOURCE DISTRICT**

**HOUSTON ENGINEERING, INC.**

By: \_\_\_\_\_  
Terry Fleck, Chairman

By: \_\_\_\_\_  
Michael H. Gunsch, PE  
Senior Project Manager

Date: August 20, 2013

Date: August 20, 2013

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**APPLE CREEK INDUSTRIAL PARK LEVEE  
PETITION OF REQUEST FOR A PROJECT**

We, the undersigned, hereby request the Burleigh County Water Resource District initiate a project in accordance with North Dakota Century Code Chapter 61-16.1 to evaluate the feasibility of the Apple Creek Industrial Park Levee being accredited under FEMA's National Flood Insurance Program. We ask that the project be completed in three phases as described below with the landowners having the option, upon completion of each phase, of deciding whether or not to pursue the subsequent phases of the study.

- Phase 1       Kickoff Meeting and Geotechnical Exploration and Evaluation
- Phase 2       Topographic Survey, Hydraulic and Storm Water Analyses, Alternative Evaluation
- Phase 3       Refine Report and Final Meeting

We agree to provide a bond to cover 100% of the cost of this evaluation. We understand that the cost of any improvements will need to be approved by a vote of the benefitted landowners and assessed accordingly. If the vote for the improvements fails, we understand the bond is non-refundable. If the vote passes, the bonded monies will be included in the total project costs and credited toward the future assessments. Unless otherwise provided it is assumed that the bond costs are shared equally between the undersigned petitioners. The project will not proceed until the bond is provided and secured in the name of the *Burleigh County Water Resource District; 1811 East Thayer Avenue, Bismarck, ND 58501.*

<u>Name</u>	<u>Address</u>	<u>Phone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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# Burleigh County Water Resource District

City/County Office Building - 221 North 5<sup>th</sup> Street  
Bismarck, North Dakota 58501-4028

August 12, 2013

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

RE: Apple Creek Industrial Park Levee Evaluation - Cost Share Request

Dear Mr. Paczkowski:

The Burleigh County Water Resource District has been requested to create a project under the authority of North Dakota Century Code Chapter 61-16.1 to evaluate the Apple Creek Industrial Park Levee. The project's intent is to complete a feasibility study to assess the feasibility of achieving levee accreditation under FEMA's National Flood Insurance Program. Landowners benefitting from the levee will file a petition requesting the project along with a bond for the amount of the evaluation, in case the project fails the assessment vote. This feasibility level assessment will include a design sufficient to prepare a Conditional Letter of Map Revision (CLOMR) submittal. The landowners will then need to vote affirmatively to establish a special assessment district to complete the required improvements.

Houston Engineering has been retained to complete this feasibility assessment. They have provided the following breakdown of tasks and cost.

Task 1	Kickoff Meeting with BCWRD and Levee Owner	\$ 6,500
Task 2	Topographic Surveys	\$ 11,874
Task 3	Geotechnical Explorations and Analysis	\$ 36,307
Task 4	Alternative Analysis and Feasibility Level Design	\$ 21,520
Task 5	Hydraulic Analyses	\$ 6,200
Task 6	Storm Water and Lift Station	\$ 15,410
Task 7	Progress Meeting	\$ 7,258
Task 8	Refine Design and Develop Report	\$ 19,532
Task 9	Final Meeting with BCWRD and Levee Owner	\$ 5,758
<b>Total Cost</b>		<b>\$ 130,359</b>

We hereby request cost share assistance with this feasibility study. If you have any additional questions regarding the scope of work or if you require additional information, please direct the inquiry to Michael Gunsch of Houston Engineering at (701) 323-0200.

The landowners want to proceed with this project as soon as possible. If you can provide insight as to the eligibility of the tasks listed above, they can decide if the delay associated with waiting for cost share approval is warranted.

Thank you for your consideration.

Sincerely,

Terry Fleck, Chairman  
Burleigh County Water Resource District

C: Michael Gunsch, Houston Engineering  
Art Mariner, Landowner  
Mark Leischner, Landowner

**Current Board Members:**

Terry Fleck, Vice Chair, Bismarck 223-9768 Cary Backstrand, Vice Chairman, Bismarck 471-9134 Ken Royse, Treasurer, Bismarck 258-1110  
Kathleen Jones, Manager, Bismarck 258-1477 Gordon Weixel, Manager, Bismarck 258-5390

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## Mona Livdahl

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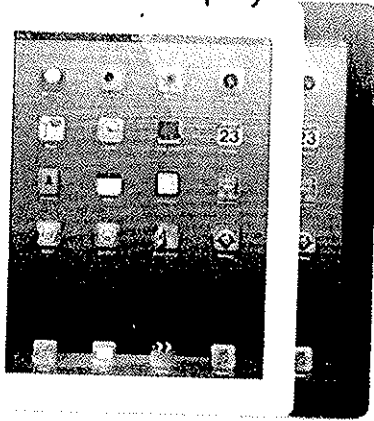
**From:** Ken Royse [ken.royse@bartwest.com]  
**Sent:** Friday, July 12, 2013 8:30 AM  
**To:** Terry Fleck (tfleck@attitudedr.com); Kathleenathome@bis.midco.net; 'Cary Backstrand'; Gordon Weixel  
**Cc:** Mona Livdahl  
**Subject:** FW: Scanned image from PR60CL04  
**Attachments:** administrator@bartwest.com\_20130712\_084658.pdf

These are the iPads that the Garrison board will likely be purchasing. If we are interested I can find out their vendor and request a quote for our board. Ken

This e-mail and any files transmitted with it are confidential and intended solely for the use of the addressee. If you receive this transmission in error, please notify the sender and delete this e-mail. No employee or agent is authorized to conclude any binding agreement on behalf of Bartlett & West, Inc. with another party by e-mail.

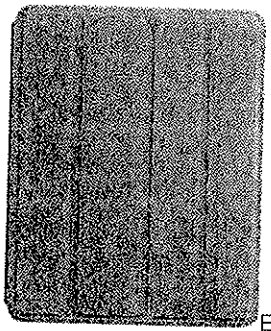
Garrison Diversion  
Board of Directors Paperless Initiative

iPad  
with Retina display



Wi - Fi - 32 GB \$17,970 (30 @ \$599 each)

Case



Apple® - Smart Case for Apple® iPad® - \$1500 (30 @ \$50each)

Total Cost: \$19,470.00

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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:

Service Description	Hourly Rate
Service fees apply to all requests requiring MABU to perform actual work on a client's website such as troubleshooting display issues, adding content/images, creating artwork, modifying templates, revising forms, or adjusting code. All such work will require written approval from the client (e-mail is sufficient).	\$72.25/hour (represents a 15% discount from standard web development fees)

**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

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Employee Center Payroll Center (QuickBooks Standard Payroll)

Employees Transactions **Payroll**

**Subscription Statuses**

Standard Payroll [Manage Account](#)

[Free Payroll Support](#)

August - 2013

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September - 2013

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Process Payroll by... for Payroll Schedule ...and Pay Period ...with Check Date

10/09/2013	Quarterly	07/01/2013 - 09/30/2013	10/09/2013
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Pay Scheduled Liabilities

Due Date	Status	Payment	Method	Period	Amount Due
10/31/13	Upcoming	ND Unemployment Insur...	Check	Q3 2013	106.04
10/31/13	Upcoming	ND Withholding	Check	Q3 2013	31.00
10/31/13	Upcoming	Federal 941/944/943	Check	Q3 2013	1,573.76
10/31/13	Upcoming	Federal 940	Check	Q3 2013	50.89

Total Selected Items: 0.00

[Learn about e-pay](#)

Click [Process Payroll Forms](#) to prepare your payroll forms.

[Supported Tax Forms](#)

[Learn about filing options](#)

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# Application to Register For

## Income Tax Withholding and Sales and Use Tax Permit



**(Check both if applicable)**

- Withholding Tax
- Sales and Use Tax

**Application Purpose**

- New Business
- Change in Ownership
- Additional Location

**FOR OFFICE USE ONLY**

S/U \_\_\_\_\_  
 W/H \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**(Please Print)**

1. Taxpayer Legal Name Burleigh County Water Resource District	2. Federal Employer I.D. Number (FEIN) 46-2129753
3. Doing Business As Name (if different from line 1)	4. Business Phone (701) 222-3499

5. Business Location Address 1811 E Thayer Avenue	City Bismarck	State ND	Zip Code 58501
6. Mailing Address (if different than line 5)	City	State	Zip Code

**If returns should be mailed to a different address, indicate below or skip to next section.**

7. Name of Sales Tax Return Preparer	8. Business Phone
9. Address of Preparer (Street or PO Box, City)	State      Zip Code
10. Name of Withholding Tax Return Preparer Nancy Buechler	11. Business Phone (701) 222-3499
12. Address of Preparer (Street or PO Box, City) 1811 E Thayer Avenue	State      Zip Code ND      58501

13. Beginning date of operations for ND sales/use tax	_____ / _____ / _____ Month      Day      Year
14. Beginning date of ND Income Tax Withholding	April 1, 2013 Month      Day      Year

15. Organization Type	<input type="checkbox"/> Sole Proprietorship (Only 1 owner allowed for Question 19)	<input type="checkbox"/> General Partnership	<input type="checkbox"/> LLC	<input type="checkbox"/> S Corporation
		<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> LLP	<input type="checkbox"/> Corporation
				<input checked="" type="checkbox"/> Government
16. Enter NAICS Code if known _____				
17. Type of Business <input type="checkbox"/> Retailer <input type="checkbox"/> Manufacturer <input type="checkbox"/> Farm/Ranch <input type="checkbox"/> Wholesaler <input type="checkbox"/> Contractor <input checked="" type="checkbox"/> Other _____				
18. Business Activity: List the principal products or activities of your firm. Following each item, list the percentage of sales value or receipts received from the product or activity; i.e., construction of homes 75%, retail sales of furniture 25%.				
_____ %      _____ %				

Visit North Dakota's New Business Registration site at [www.nd.gov/businessreg](http://www.nd.gov/businessreg) for general information and registration forms.

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Note: Sole proprietorships can only have 1 owner

19. Name of Owners, Partners, Corporate Officers, Governors, Managers, or Members (Attach additional sheets if needed.)

Social Security numbers are required for issuance of permit.

Corporate officers and Governors or Managers may post a bond in lieu of this requirement pursuant of N.D.C.C. §§ 57-39.2-18.1, 57-39.2-15.2, 57-38-60.1 and 57-38-60.2.

Name	Address	Title	Home Phone	Soc. Sec. No.	% Owned

20. Complete if you acquired the business in whole or in part

- a. Date of acquisition \_\_\_\_\_  
Month Day Year
- b. Prior owner's business name and address \_\_\_\_\_
- c. Prior owner's sales/use tax number \_\_\_\_\_ Is prior owner still in business?  Yes  No

21. Do you currently have or have you had a sales and use tax permit in North Dakota?  Yes Permit No. \_\_\_\_\_  No

22. Do you anticipate your monthly sales tax liability to be less than \$50.00?  Yes  No

23. Estimated number of employees in North Dakota and total wages paid for the current year.

Number of employees 5 Amount of wages \$30,000.00

24. Is business seasonal or part time?  Yes  No If seasonal, give period of operation \_\_\_\_\_

If business is temporary, give approximate time period of business activity in North Dakota \_\_\_\_\_ through \_\_\_\_\_

25. Name of individual to contact for sales tax matters \_\_\_\_\_ Phone No.: \_\_\_\_\_

Name of individual to contact for withholding tax matters \_\_\_\_\_ Phone No.: \_\_\_\_\_

26. Application must be signed by authorized individual:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Individual)

Print name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No: \_\_\_\_\_

I declare under the penalties of North Dakota Century Code ch. 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application, including any accompanying schedules and statements, has been examined by me and to the best of my knowledge and belief is a true, correct and complete application.

FOR OFFICE USE ONLY

Mail to: Office of State Tax Commissioner  
Business Registration  
600 E. Boulevard Ave., Dept. 127  
Bismarck, ND 58505-0599

Contact: Phone: 701.328.1241  
Fax: 701.328.0332  
E-mail: taxregistration@nd.gov  
Web site: www.nd.gov/tax

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**North Dakota  
Workforce Safety  
& Insurance**  
*Putting Safety to Work*

**CERTIFICATE OF  
PREMIUM PAYMENT**  
WORKFORCE SAFETY & INSURANCE  
EMPLOYER SERVICES  
SFN 4920 (04/2007)

1600 EAST CENTURY AVENUE, SUITE 1  
PO BOX 5585  
BISMARCK ND 58506-5585  
Telephone 1-800-777-5033  
Toll Free Fax 1-888-786-8695  
TTY (hearing impaired) 1-800-366-6888  
Fraud and Safety Hotline 1-800-243-3331  
www.WorkforceSafety.com

BURLEIGH COUNTY WATER RESOURCE DISTRICT  
1811 E THAYER AVE  
BISMARCK ND 58501-

Employer Account Number: 1307281

Issued Date: 07/15/2013

Expiration Date: 08/14/2014

## CERTIFICATE OF PREMIUM PAYMENT

This is to certify that North Dakota Workers Compensation coverage is effective for the employer named on this certificate. Employees of the named employer are entitled to apply for the rights and benefits of Workforce Safety and Insurance(WSI).

Coverage under this certificate extends to North Dakota based employers for their North Dakota exposure. Limited coverage extends beyond the physical boundaries of North Dakota. Contact the Policyholder Services Department of WSI at 1-800-777-5033 for further information on coverage issues or to inquire into the status of the holder of this certificate.

North Dakota Century Code § 65-04-04 requires that each employer post this Certificate of Premium Payment in a conspicuous manner at the workplace. A penalty of \$250 may apply for failure to comply with this requirement.

A Certificate of Premium Payment may be revoked for failure to make required premium payments.

*Barry Schumacher*

Barry Schumacher  
Chief of Employer Services

Class	Classification Description
8747	Professional/Business Reps



Burleigh County Water Resource District

Pledged Securities

July 23, 2013

Security Number -----	Par Value -----	Description -----	Maturity Date -----	Market Value -----
3134G4AF5	1,000,000	Fed Home Ln Mtg Corp	12-27-19	1,000,000
TOTALS...	1,000,000			1,000,000

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STATEMENT OF ACCOUNT WITH:

BANK OF NORTH DAKOTA  
ATTN: INVESTMENT DEPARTMENT  
1200 MEMORIAL HIGHWAY  
P O BOX 5509  
BISMARCK, ND 58506-5509

Stmt As Of Page  
07/23/13\* 1

DICKINSON - AMERICAN BK CENTER  
RHONDA MAHER  
140 1 AVE WEST  
DICKINSON, ND 58601

\*INTERNAL USE ONLY\*  
CLIENT CODE: BUWR  
CLIENT NAME:  
BURLEIGH CO WATER RESOURCE DIS  
RETENTION DATE: 12/27/2019

.....  
\_\_\_ Custody Holdings for Currency USD \_\_\_\_\_  
Acquired Curr Face Plg Description  
Cusip Orig Face Plg Rate, Maturity Receipt

06/27/13 FHLMC  
3134G4AF5 2.000, 12/27/2019 175001589  
\*Pledged 1,000,000.00 BURLEIGH CO WATER RESOURCE DIS as of 07/23/13  
  
Pldg USD Par 1,000,000.00  
Pldg USD Orig Face 1,000,000.00

\*COLLATERAL ADDED

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**AGREEMENT FOR SAFEKEEPING OF PLEDGED SECURITIES**

BANK OF NORTH DAKOTA  
INVESTMENTS  
SFN 60276 (12-2012)

Name of Pledgee Burleigh County Water Resource District
Name of Pledgor American Bank Center

This Agreement, to be effective as of the date it is executed by the Bank of North Dakota, is between the "Pledgee" (as stated above), the "Pledgor" (as stated above), and the Bank of North Dakota (the "Bank") as custodian.

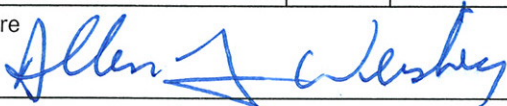
The Bank, for good and valuable consideration, receipt of which is hereby acknowledged, agrees to accept as custodian for safekeeping the securities, receipt of which is also hereby acknowledged, described in the attached Exhibit A, which is hereby made a part of this Agreement, subject to the following terms:

1. The Pledgee and the Pledgor each represent that they are in full compliance with all laws pertaining to the transactions described in and contemplated by this Agreement and, specifically, that the selection of the Bank as custodian has been approved or performed in conformity with all applicable laws.
2. Until the Bank receives from the Pledgee instructions to the contrary, the Bank will detach and surrender to the Pledgor any interest coupons on the securities from time to time as the coupons mature and the Bank will pay over to the Pledgor any income from the securities collected or received by the Bank.
3. Upon the receipt of a written request of the Pledgor to do so, the Bank will surrender to the Pledgor any of the securities upon the substitution therefore of securities eligible, both as to type and amount, for such substitution. The Bank is herewith authorized to accept the representation of the Pledgor as to the eligibility, both as to type and amount, of the securities so substituted and the Bank will not be liable either as to type or amount. In the event of a substitution, the Bank will mail a receipt to the Pledgee and to the Pledgor specifically describing and identifying both the securities so substituted and those released and returned to the Pledgor.
4. Upon the receipt of a written demand from the Pledgee to do so, the Bank will surrender all of the securities, including any that may be hereafter substituted as contemplated in paragraph 3, to the Pledgee and in such event the Bank will notify the Pledgor of such surrender at the time it is made. Mailing the notice to the Pledgor at the address shown below shall be sufficient notice.
5. Upon the receipt of a written request as provided below of the Pledgee to do so, the Bank will surrender all of the securities, including any securities as may be substituted therefore as contemplated in paragraph 3, to the Pledgor.
6. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Date Executed 7-9-13		
Name of Pledgee Burleigh County Water Resource District		
Address 1811 E Thayer Ave		
City Bismarck	State ND	ZIP Code 58501
Signature 		
Title BCWRD Secretary Treasurer Manager		

Date Executed 6-6-13		
Name of Pledgor American Bank Center		
Address 140 1st Ave W		
City Dickinson	State ND	ZIP Code 58601-5104
Signature 		
Title Tom Wyckoff VP & Cashier		

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Date Executed On		
7/23/13		
Custodian		
The Bank of North Dakota		
Address		
PO Box 5509		
City	State	ZIP Code
Bismarck	ND	58506-5509
Signature		
		
Title		
Invest. Dept. Mgr.		

**CANCELLATION OF PLEDGE**

**AGREEMENT AND RELEASE OF PLEDGE SECURITIES**

To: The Bank of North Dakota  
PO Box 5509  
Bismarck, North Dakota 58506-5509

Attn: Investment Department

You are hereby directed to surrender and deliver the securities described in the attached Exhibit A including any substituted securities, to the Pledgor shown above. The requirement for the pledge having been satisfied, the above Agreement may then be terminated without further notice.

Name of Pledgee	Title	
Signature of Pledgee	Dated	

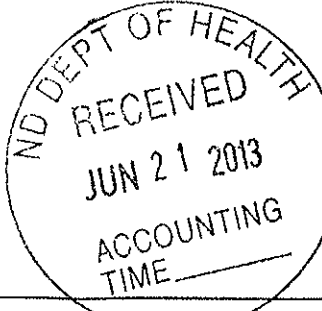
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North Dakota Department of Health  
 Att: Division of Water Quality  
 918 E Divide Ave, 4th Floor  
 Bismarck, North Dakota 58501

HO63-2

**REQUEST FOR REIMBURSEMENT**



Agency Name Burleigh County Water Resource Board  
 Address 1811 East Thayer Ave  
 City, State, Zip Bismarck, ND 58501  
 State Vendor # 3249 water Resou Contract # 11.804  
 Project Name Hay Creek Sediment and Geomorphc Assessment  
 Billing Period September 1, 2012 through May 31, 2013

BUDGET CATEGORY	EXPENDITURES THIS PERIOD	CUMULATIVE TO DATE EXPENDITURES	APPROVED BUDGET
Personnel			
Fringe Benefits			
Travel, Food & Lodging			
Supplies			
Rent/Utilities			
Communications (Telephone/Postage)			
Equipment (>\$5,000)			
Consultant/contractual (Houston Contract)	\$ 9,000.53	\$ 9,000.53	
BMP			
Other (Specify)			
Administration * (limited to 10%)			
Total Expenditures	\$ 9,000.53	\$ 9,000.53	\$ 9,000.00
Health Department Share (%)	100%	100%	100%
Health Department Share	\$ 9,000.53	\$ 9,000.53	\$ 9,000.00
Less Previous Request for Reimbursements Submitted			
<b>Balance Due</b>		\$ 9,000.53	

I certify that this request accurately reflects expenditures in accordance with an agreement between the above agency and the North Dakota Department of Health. I understand all supporting documents will be kept on file and available for audit.

Agency Approval [Signature] Date 6/3/13

ND Department of Health Approval: [Signature] Date 6-20-13

Program Review [Signature] Date 6-20-13

Director Water Quality [Signature] Date 6/20/13

Amount	Spec chart	Account	Dept	Project	Comments
9,000.00	53632	712085	5531	HLH0632	

\$ Total Reimbursement

Voucher ID \_\_\_\_\_ Date \_\_\_\_\_ Acctg Approval \_\_\_\_\_

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DATE	INVOICE NO.	DESCRIPTION	NET AMOUNT
06/28/2013	07012013	ND Dept of Health Water Quality Management	9,000.00

EFT NO. 5227

Total: \$9,000.00



**County of Burleigh**  
 PO Box 5518  
 Bismarck ND 58506-5518

DIRECT DEPOSIT STATEMENT

Wells Fargo Bank  
 400 E Broadway Ave  
 BISMARCK, ND 58501

77-1  
913

Check No: 5227

Date
07/02/2013

Amount
\$9,000.00

**PAY THIS IS NOT A CHECK**

TO  
 THE  
 ORDER  
 OF

**BURLEIGH COUNTY WATER RESOURCE DISTRICT  
 1811 E THAYER AVE  
 BISMARCK, ND 58501**

**NON-NEGOTIABLE**

*218*

Permit Number - ND2013-14853

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

In response to an application for a temporary water permit dated Jul 25, 2013 as received in this office Jul 31, 2013, authority is hereby granted to:

SouthBay Development, LLC  
1805 Harbor Drive

Bismarck, ND 58501

Contact Person: Kevin Turnbow

Telephone (701) 226-9300

**A Temporary Water Permit as follows:**

**Source:** Bismarck aquifer

**Point of Diversion:** NW1/4 NE1/4 Sec. 20 Twp. 138 Rng. 080

**Nature of Use:** Construction - Lake replacement waters during dredging.

**Total Quantity of Water:** 140.0 Acre-Feet

**Maximum Withdrawal Rate:** 900.0 gpm

**Period of authorized useage:** Aug 5, 2013 through Oct 30, 2013

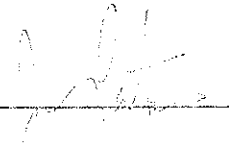
**Conditions**

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 following additional conditions shall apply:

1. The production well(s) shall be constructed with a measuring port and a tube having a minimum 3/4 inch inside diameter installed in the annular space between the pump column and the well casing and extending to the top of the bowl assembly or submersible pump to allow the measurement of water levels in the well(s). The bottom end of the tube shall be plugged and the bottom 2 feet perforated. Any other facility for water level measurement must be approved by the State Engineer.
2. Prior to the beneficial use of water, an in-line continuous recording, totalizing water flowmeter shall be

Dated: Aug 2, 2013

cc: Burleigh WRD

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

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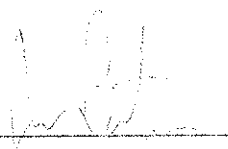
State of North Dakota  
Temporary Water Permit  
SWC Project No. 1400A

installed on the pump discharge line to measure the quantity of water pumped from the water source. The water flowmeter must meet the following requirements:

- a. The water flowmeter must be certified by the manufacturer to record neither less than 98 percent nor more than 102 percent of the actual volume of water passing the water flowmeter when installed according to the manufacturer's instructions.
  - b. The water flowmeter must have a display that is readable at all times, whether the system is operating or not.
  - c. The water flowmeter must have a totalizer that meets the following criteria:
    - i. Is continuously updated to read directly only in acre-feet, acre-inches, gallons, cubic feet, or barrels (42 U.S. gallons)
    - ii. Has sufficient capacity, without cycling past zero more than once each year, to record the quantity of water diverted in any one calendar year;
    - iii. Has a dial or counter that can be timed with a stopwatch over not more than a 10-minute period to accurately determine the rate of flow under normal operating conditions; and
    - iv. Has a nonvolatile memory if the meter is equipped with an electronic totalizer.
  - d. The water flowmeter must be installed according to manufacturer's specifications and must be properly maintained according to manufacturer's recommendations, including proper winterization such as removal during the winter.
  - e. The water flowmeter shall be available for inspection by the representatives of the State Engineer.
3. A minimum of weekly water use reading shall be collected and reported to the Office of the State Engineer.

Dated: Aug 2, 2013

cc: Burleigh WRD

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

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