

AMENDED ITEMS—MARCH 17, 2014

CONSENT AGENDA:

**g. Contract approval**

SUGGESTED MOTION:

Move to authorize the chairman to sign the following contracts submitted by respective department head, subject to state's attorney approval.

- Riley Brothers Construction, Inc.—box culvert replacement in Sections 34/35 of Highland Township; bridge removal in Sections 31/32 of Highland Township; and culvert replacement in Sections 15/16 of Highland Township;
- Riley Brothers Construction, Inc.—box culvert replacement in Sections 28/33 of Empire Township; Section 12 of Gill Township; Section 7 of Everest Township; Sections 11/14 of Warren Township; and Sections 5/8 of Hill Township.

**h. Hazard Mitigation Grant Program application for additional home acquisitions**

SUGGESTED MOTION:

Authorize the chairman to sign the application for flood home acquisitions through the FEMA Hazard Mitigation Grant Program (HMGP).



RECEIVED

MAR 14 2014

CASS COUNTY COMMISSION

MEMORANDUM

**Highway  
Department**

Jason Benson, P.E.  
County Engineer

Richard S. Sieg  
Superintendent

Thomas B. Soucy, P.E.  
Design and Construction  
Engineer

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer *JB*

DATE: March 13, 2014

SUBJECT: Consent Agenda Item for March 17, 2014 Commission Meeting: Box Culvert Replacement, Bridge Removal and Culvert Replacement

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Attached are the contract documents with Riley Brothers Construction, Inc. for Box Culvert Replacement located in Sections 34/35 of Highland Township; Bridge Removal located in Sections 31/32 of Highland Township and Culvert Replacement in Sections 15/16 of Highland Township.

**SUGGESTED MOTION:** Authorize Chair to sign the contract and contract bond documents.

1201 Main Avenue West  
West Fargo, North Dakota  
58078-1301

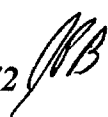
701-298-2370  
Fax: 701-298-2395

J:\Admin-Eng\Commission Corrsp\2014 Commission Correspondence\Consent Agenda Memo Riley Brothers Construction Inc..doc

## CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT: RILEY BROTHERS  
CONSTRUCTION, INC., 46369 208 ST, MORRIS, MN 56267

DATE OF REQUEST: March 13, 2014  
DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: March 17, 2014

DEPARTMENT HEAD REQUESTING SIGNATURE: *Jason Benson, 298-2372*   
STATES ATTORNEY SIGNATURE: \_\_\_\_\_

STATES ATTORNEY COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PORTFOLIO COMMISSIONER SIGNATURE:

**NOTE:** Request for bids for the Box Culvert Replacement, located in Sections 34/35 Highland Township; Bridge Removal, located in Sections 31/32 Highland Township; and Culvert Replacement located in Sections 15/16 Highland Township was received. The Engineers estimate was TB1302 \$207,124.00, TB1205 \$48,300.00 and TB1303 \$102,801.50. Total Engineers Bid \$358,225.50. The quotes were received as follows:

	TB1302	TB1205	TB1303	TOTAL
1. Riley Bros. Constr., Inc.	\$138,022.55	\$15,150.00	\$87,861.43	\$241,033.98
2. Sellin Bros., Inc.	\$164,575.00	\$12,300.00	\$119,348.00	\$296,223.00
3. On The Level Constr., Inc.	\$173,295.23	\$21,653.12	\$101,872.70	\$296,821.05
4. Midwest Contracting, LLC	\$151,128.00	\$22,700.00	\$125,061.00	\$298,889.00
5. Comstock Constr., Inc.	\$171,211.00	\$13,700.00	\$132,916.00	\$317,827.00
6. Central Specialties, Inc.	\$171,076.21	\$33,141.00	\$114,696.45	\$318,913.66
7. Gladen Constr., Inc.	\$167,218.00	\$22,150.00	\$132,148.50	\$321,516.50
8. H&S Contr., Inc.	\$186,761.00	\$26,630.00	\$111,787.00	\$325,178.00
9. Strata Corporation	\$201,497.00	\$22,250.00	\$145,369.80	\$369,116.80

**SUGGESTED MOTION:** AUTHORIZE CHAIRMAN TO SIGN CONTRACT WITH RILEY BROTHERS CONSTRUCTION, INC., INC. FOR THE BOX CULVERT REPLACEMENT, BRIDGE REMOVAL AND CULVERT REPLACEMENT SUBJECT TO STATE'S ATTORNEYS APPROVAL.

**CASS COUNTY HIGHWAY DEPARTMENT  
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and Riley Brothers Construction, Inc., 46369 208 Street, Morris, MN 56267 party of the second part (hereinafter called Contractor), WITNESSETH:

1. That for and in consideration of the payments to be made by the party of the first part, the contractor promises and agrees to furnish and deliver all labor, equipment, and materials, and to pay or cause to be paid as they become due, all claims for any work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in and about the improvement and construction of Projects TB1302, TB1205 AND TB1303. In accordance and in conformity with the provisions of this contract, the project proposal, the standard specification, supplemental specifications, special provisions, and all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth in the body of this agreement. References in the Standard Specifications for Road and Bridge Construction, 2008 edition, to the North Dakota Department of Transportation or Department must be construed as referring to the owner. Likewise, a reference by the same works to engineer or director must be construed as referring to the owner of the project.

2. The party of the first part agrees and promises to pay to the Contractor for said work, when completed and accepted in accordance with the provisions of this contract, the price set forth in the said proposal, amounting approximately to Two Hundred Forty-One Thousand, Thirty-Three dollars and 98/100 (\$241,033.98) payments to be made as provided in said specifications upon presentation of the proper certificates of the County Engineer, or his representatives, and under the terms of this contract.

3. The said work shall be done in accordance with the terms of this contract, and the laws of the State of North Dakota, under direct supervision and to the entire satisfaction of the County Highway Department, subject at all times to the inspection and approval of the engineer.

4. The decision of the engineer upon questions connected with the execution of this agreement or any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

5. In the employment of labor, other things being equal, preference shall be given to honorably discharged Veterans of the Armed Forces, and bona fide North Dakota residents, as determined by NDCC Section 43-07-20.

6. The Contractor shall begin construction work when so ordered by the Cass County Highway Department and shall maintain at all times thereon a maximum and efficient working force necessary to complete the work within the time established by this contract.

IN WITNESS THEREOF, the parties to this contract have set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

CASS COUNTY NORTH DAKOTA

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

\_\_\_\_\_  
Contractor

WITNESS TO CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

**Cass County Highway Department  
Contract Bond**

Project Nos. TB1302, TB1205, TB1303

**KNOW ALL MEN BY THESE PRESENTS**, that we Riley Brothers Construction, Inc., 46369 208 St., Morris, MN 56267

---

as principal, and \_\_\_\_\_

NAME AND ADDRESS OF SURETY

as surety, are held and firmly bound unto Cass County, North Dakota, as owner in the penal sum of Two Hundred Forty-One Thousand, Thirty-Three dollars and 98/100 (\$241,033.98) for the use of the owner and also for the use of any person having any lawful claim against the principal or any subcontractor on account of labor or supplies or materials as set forth in the conditions hereof; for the payment of which well and truly to be made we jointly and severally bind ourselves, and each of our heirs, executors, administrators, and successors, firmly by these presents.

**WHEREAS**, said principal has entered into a written contract with the owner for: \_\_\_\_\_

TB1302, TB1205, TB1303 in Sections 34/35 and 31/32 and 15/16 of Highland Township, in Cass County, North Dakota, which contract and incorporated plans and specifications are by this reference made a part hereof, and are hereinafter referred to as the contract.

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

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

SIGNED and SEALED this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

PRINCIPAL

(SEAL OF PRINCIPAL)

By: \_\_\_\_\_

Title: \_\_\_\_\_

SURETY

COMPLETE MAILING ADDRESS

(SEAL OF SURETY)

By: \_\_\_\_\_

Title: \_\_\_\_\_

COMPLETE MAILING ADDRESS

**IMPORTANT NOTICE**

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

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

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

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

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

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

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

**ACKNOWLEDGMENT OF PRINCIPAL**

State of \_\_\_\_\_

ss.

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2014, before me a notary public in and for the state of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be \_\_\_\_\_ (title) of the principal described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said principal.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

(Notary Public must print or type name here.)

(NOTARY SEAL)

My Commission expires \_\_\_\_\_

**ACKNOWLEDGMENT OF SURETY**

State of \_\_\_\_\_

ss.

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2014, before me a notary public in and for the state of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be \_\_\_\_\_ (title) of the surety described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said surety.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

(Notary Public must print or type name here.)

(NOTARY SEAL)

My commission expires \_\_\_\_\_

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Cass County States Attorney

Approved by owner this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

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



RECEIVED

MAR 14 2014

CASS COUNTY COMMISSION

MEMORANDUM

**Highway  
Department**

Jason Benson, P.E.  
County Engineer

Richard S. Sieg  
Superintendent

Thomas B. Soucy, P.E.  
Design and Construction  
Engineer

TO: Cass County Commission  
FROM: Jason Benson, Cass County Engineer *JB*  
DATE: March 13, 2014  
SUBJECT: Consent Agenda Item for March 17, 2014 Commission  
Meeting: Box Culvert Replacement

---

Attached are the contract documents with Riley Brothers Construction, Inc. for Box Culvert Replacement located in Sections 28/33 of Empire Township, Sections 12 Gill and 7 Everest Townships, Sections 11/14 of Warren Township and 5/8 Hill Township

**SUGGESTED MOTION:** Authorize Chair to sign the contract and contract bond documents.

J:\Admin-Eng\Commission Corrsp\2014 Commission Correspondence\Consent Agenda Memo Riley Brothers Construction Inc  
TB1305,CH1409,TB1308,.doc

1201 Main Avenue West  
West Fargo, North Dakota  
58078-1301


701-298-2370  
Fax: 701-298-2395



## CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT: RILEY BROTHERS  
CONSTRUCTION, INC., 46369 208 ST, MORRIS, MN 56267

DATE OF REQUEST: March 13, 2014  
DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: March 17, 2014

DEPARTMENT HEAD REQUESTING SIGNATURE: *Jason Benson, 298-2372*   
STATES ATTORNEY SIGNATURE: \_\_\_\_\_

STATES ATTORNEY COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### PORTFOLIO COMMISSIONER SIGNATURE:

**NOTE:** Request for bids for the Box Culvert Replacement located in Sections 28/33 of Empire Township, Sections 12 Gill and 7 Everest Townships, Sections 11/14 of Warren Township and 5/8 of Hill Township was received. The Engineers estimate was TB1305 \$230,210.00, TB1320 \$264,571.50, CH1409 \$236,068.00 and TB1308 \$299,004.50. Total Engineers Bid \$1,029,854.00. The quotes were received as follows:

	TB1305	TB1320	CH1409	TB1308	TOTAL
1. Riley Bros. Constr., Inc.	\$143,939.81	\$146,647.19	\$106,711.26	\$249,284.00	\$646,582.26
2. Midwest Contracting LLC	\$170,435.00	\$167,493.00	\$156,069.00	\$278,973.09	\$772,970.00
3. On The Level Constr., Inc.	\$180,027.73	\$187,095.17	\$159,415.11	\$314,791.31	\$841,329.32
4. Gladen Constr., Inc.	\$188,412.75	\$193,399.20	\$186,382.80	\$304,785.50	\$872,980.25
5. Sellin Brothers, Inc.	\$184,468.50	\$199,209.00	\$167,619.50	\$331,077.75	\$882,374.75
6. Central Specialties, Inc.	\$230,539.41	\$211,256.32	\$204,478.78	\$328,443.00	\$974,717.51
7. Utility Systems of Am.	\$241,714.25	\$249,546.00	\$223,047.50	\$370,885.75	\$1,085,193.50

**SUGGESTED MOTION:** AUTHORIZE CHAIRMAN TO SIGN CONTRACT WITH RILEY BROTHERS CONSTRUCTION, INC., FOR THE BOX CULVERT REPLACEMENT SUBJECT TO STATE'S ATTORNEYS APPROVAL.

**CASS COUNTY HIGHWAY DEPARTMENT  
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and Riley Brothers Construction, Inc., 46369 208 Street, Morris, MN 56267, party of the second part (hereinafter called Contractor), WITNESSETH:

1. That for and in consideration of the payments to be made by the party of the first part, the contractor promises and agrees to furnish and deliver all labor, equipment, and materials, and to pay or cause to be paid as they become due, all claims for any work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in and about the improvement and construction of Projects TB1305, TB1320, CH1409 AND TB1308. In accordance and in conformity with the provisions of this contract, the project proposal, the standard specification, supplemental specifications, special provisions, and all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth in the body of this agreement. References in the Standard Specifications for Road and Bridge Construction, 2008 edition, to the North Dakota Department of Transportation or Department must be construed as referring to the owner. Likewise, a reference by the same works to engineer or director must be construed as referring to the owner of the project.

2. The party of the first part agrees and promises to pay to the Contractor for said work, when completed and accepted in accordance with the provisions of this contract, the price set forth in the said proposal, amounting approximately to Six Hundred Forty-Six Thousand, Five Hundred Eighty-Two dollars and 26/100 (\$646,582.26) payments to be made as provided in said specifications upon presentation of the proper certificates of the County Engineer, or his representatives, and under the terms of this contract.

3. The said work shall be done in accordance with the terms of this contract, and the laws of the State of North Dakota, under direct supervision and to the entire satisfaction of the County Highway Department, subject at all times to the inspection and approval of the engineer.

4. The decision of the engineer upon questions connected with the execution of this agreement or any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

5. In the employment of labor, other things being equal, preference shall be given to honorably discharged Veterans of the Armed Forces, and bona fide North Dakota residents, as determined by NDCC Section 43-07-20.

6. The Contractor shall begin construction work when so ordered by the Cass County Highway Department and shall maintain at all times thereon a maximum and efficient working force necessary to complete the work within the time established by this contract.

IN WITNESS THEREOF, the parties to this contract have set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

CASS COUNTY NORTH DAKOTA

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

\_\_\_\_\_  
Contractor

WITNESS TO CONTRACTOR'S SIGNATURE

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**Cass County Highway Department  
Contract Bond**

**Project Nos. TB1305, TB1320, CH1409, TB1308**

**KNOW ALL MEN BY THESE PRESENTS**, that we Riley Brothers Construction, Inc., 46369 208 St., Morris, MN 56267

---

as principal, and \_\_\_\_\_

NAME AND ADDRESS OF SURETY

as surety, are held and firmly bound unto Cass County, North Dakota, as owner in the penal sum of Six Hundred Forty-Six Thousand, Five Hundred Eighty-Two dollars and 26/100 (\$646,582.26) for the use of the owner and also for the use of any person having any lawful claim against the principal or any subcontractor on account of labor or supplies or materials as set forth in the conditions hereof; for the payment of which well and truly to be made we jointly and severally bind ourselves, and each of our heirs, executors, administrators, and successors, firmly by these presents.

**WHEREAS**, said principal has entered into a written contract with the owner for: \_\_\_\_\_

TB1305, TB1320, CH1409 TB1308 in Sections 28/33 of Empire Township, Sections 12 Gill and 7 Everest Township, Sections 11/14 of Warren Township and 5/8 of Hill Township, in Cass County, North Dakota, which contract and incorporated plans and specifications are by this reference made a part hereof, and are hereinafter referred to as the contract.

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

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

SIGNED and SEALED this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

(SEAL OF PRINCIPAL)

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
COMPLETE MAILING ADDRESS

(SEAL OF SURETY)

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
COMPLETE MAILING ADDRESS

**IMPORTANT NOTICE**

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

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

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

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

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

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

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

**ACKNOWLEDGMENT OF PRINCIPAL**

State of \_\_\_\_\_

ss.

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2014, before me a notary public in and for the state of \_\_\_\_\_,

personally appeared \_\_\_\_\_, known to me to be \_\_\_\_\_ (title) of the principal described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said principal.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
(Notary Public must print or type name here.)

(NOTARY SEAL)

My Commission expires \_\_\_\_\_

**ACKNOWLEDGMENT OF SURETY**

State of \_\_\_\_\_

ss.

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2014, before me a notary public in and for the state of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be \_\_\_\_\_ (title) of the surety described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said surety.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
(Notary Public must print or type name here.)

(NOTARY SEAL)

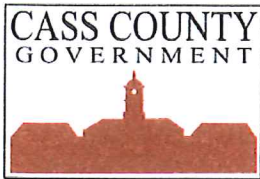
My commission expires \_\_\_\_\_

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Cass County States Attorney

Approved by owner this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

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



RECEIVED

MAR 14 2014

CASS COUNTY COMMISSION

MEMORANDUM

**Highway  
Department**

Jason Benson, P.E.  
County Engineer

Richard S. Sieg  
Superintendent

Thomas B. Soucy, P.E.  
Design and Construction  
Engineer

TO: Cass County Commission

FROM: Jason Benson, County Engineer *JB*

DATE: March 14, 2014

SUBJECT: Consent Agenda Item for March 17, 2014 Commission Meeting: Authorize the Commission Chair to Sign the Application for Flood Home Acquisitions through the FEMA Hazard Mitigation Grant Program (HMGP)

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At the February 18<sup>th</sup> Commission Meeting, the Commission approved to apply for the Hazard Mitigation Grant Program funds to the Federal Emergency Management Agency through the North Dakota Division of Emergency Services.

Since that meeting, we met with numerous home owners to complete the application paperwork. Of the 46 home owners we approached, 38 have submitted applications. Of those not submitting applications, three are in the staging area and stated they would prefer to take a future acquisition through the FM Diversion project. The remaining four were in various locations. All but one home in Chrisan and West Chrisan submitted applications.

Once this application is signed, it will be forwarded to the NDDDES and FEMA for approval. The expected date for application approval is early June 2014.

**SUGGESTED MOTION:** Authorize the Commission Chair to Sign the Application for Flood Home Acquisitions through the FEMA Hazard Mitigation Grant Program (HMGP).

1201 Main Avenue West  
West Fargo, North Dakota  
58078-1301

701-298-2370  
Fax: 701-298-2395

#	Address	Dashpin	Legal	X	Y	FIRM Map	Community /Panel #
301	1209 S 76 AVE	64-0300-03550-000	Chrisan Pt Blk 6 Comm SW Cor Blk 6 thn N 45DG09 47" E for 263.21' thn S 39DG31	-96.797595	46.774662	Stanley Township	380258 0005B
307	17554 PFIFFER DR	57-0500-00020-000	BUTCH-R-BLOCK LOT 2 BLK 1	-96.792140	46.703816	Pleasant Township	380263 0025A
311	17568 PFIFFER DR	57-0500-00070-000	BUTCH-R-BLOCK LOT 7 BLK 1	-96.790271	46.705387	Pleasant Township	380263 0025A
314	2707 NORTHWOOD DR	60-1600-03690-000	Northwood Lot 3	-96.822735	46.968913	Reed Township	380257 0005D
327	4978 KLITZKE DR	57-0400-00200-000	RIVER SHORE LOT 16 BLK 2	-96.789838	46.691824	Pleasant Township	380263 0025A
339	7101 CHRISAN BLVD	64-0400-00200-000	CHRISAN 2ND LOT 7 BLK 3	-96.795565	46.780703	Stanley Township	380258 0005B
340	7105 CHRISAN BLVD	64-0400-00210-000	Chrisan 2nd Lot 8 Blk 3	-96.796038	46.780238	Stanley Township	380258 0005B
345	1610 88 AVE S	64-0000-02281-010	24-138-49 5.70 AC THAT PART OF SEC 24 DESC AS FOLL: COMM AT A PT WHICH IS 1042.5' E OF THE NW COR OF SD NE1/4 IN SEC 24, & SD PT BEING ON THE N SEC LN OF SEC 24 & BEING THE PT OF BEG; THN W/A DEFL TO THE LEFT OF 91DG2' & ON A BRG OF S 1DG46'W FOR +/- 613' TO CNTRLN OF WILD RICE RIVER, THN MEANDERING ELY & NLY ALG SD CNTRLN TO A PT WHERE SD CTR LINE IS INTERS BY A LN DESC AS FOLL: SD LN COMM AT A PT WHICH IS 1308.5' E OF THE NW COR OF NE1/4 IN SEC 24 THN ON A BRG OF S 29DG 16' E FOR A DIST OF +/- 229' TO THE N SEC LN OF SEC 24 THN W & ALG SEC LN FOR 266' TO PT OF BEG; LESS THE W 50' **9-15-09 SPL FRM 64-0000-02281-000	-96.807101	46.758474	Stanley Township	380258 0005B
360	4856 COUNTY RD 81	57-0000-10201-120	6-137-48 AC 2.62 SIMPLE SUBLOT 2 OF NW 1/4	-96.791896	46.710662	Pleasant Township	380263 0025A
362	7009 UNIVERSITY DR S	64-0200-00020-000	Chrisan 1st Lot 2 Blk 1	-96.799538	46.780870	Stanley Township	380258 0005B
363	7013 UNIVERSITY DR S	64-0200-00030-000	CHRISAN 1ST LOT 3 BLK 1	-96.799539	46.780546	Stanley Township	380258 0005B
364	7107 UNIVERSITY DR S	64-0200-00050-000	Chrisan 1st Lot 5 Blk 1	-96.799541	46.779899	Stanley Township	380258 0005B
365	7111 UNIVERSITY DR S	64-0200-00060-000	Chrisan 1st Lot 6 Blk 1	-96.799542	46.779575	Stanley Township	380258 0005B
366	7205 UNIVERSITY DR S	64-0200-00080-000	CHRISAN 1ST LOT 8 BLK 1	-96.799543	46.778928	Stanley Township	380258 0005B
367	7209 UNIVERSITY DR S	64-0200-00090-000	Chrisan 1st Lot 9 Blk 1	-96.799544	46.778605	Stanley Township	380258 0005B
368	7213 UNIVERSITY DR S	64-0200-00100-000	Chrisan 1st Lot 10 Blk 1	-96.799545	46.778248	Stanley Township	380258 0005B
369	7305 UNIVERSITY DR S	64-0200-00110-000	Chrisan 1st Lot 1 Blk 2	-96.799547	46.777667	Stanley Township	380258 0005B
370	7309 UNIVERSITY DR S	64-0200-00120-000	Chrisan 1st Lot 2 Blk 2	-96.799548	46.777311	Stanley Township	380258 0005B

#	Address	Dashpin	Legal	X	Y	FIRM Map	Community /Panel #
372	7403 UNIVERSITY DR S	64-0200-00140-000	Chrisan 1st Lot 4 Blk 2	-96.799549	46.776663	Stanley Township	380258 0005B
373	7407 UNIVERSITY DR S	64-0200-00150-000	Chrisan 1st Lot 5 Blk 2	-96.799550	46.776340	Stanley Township	380258 0005B
374	7411 UNIVERSITY DR S	64-0200-00160-000	Chrisan 1st Lot 6 Blk 2	-96.799551	46.776016	Stanley Township	380258 0005B
375	7503 UNIVERSITY DR S	64-0200-00170-000	Chrisan 1st Lot 7 Blk 2	-96.799552	46.775693	Stanley Township	380258 0005B
376	7507 UNIVERSITY DR S	64-0200-00180-000	Chrisan 1st Lot 8 Blk 2	-96.799552	46.775369	Stanley Township	380258 0005B
377	7511 UNIVERSITY DR S	64-0200-00190-000	Chrisan 1st Lot 9 Blk 2	-96.799553	46.775046	Stanley Township	380258 0005B
378	7209 12 ST S	64-0400-00020-000	Chrisan 2nd Lot 2 Blk 1	-96.797939	46.778858	Stanley Township	380258 0005B
379	7205 12 ST S	64-0400-00030-000	CHRISAN 2ND LOT 3 BLK 1	-96.797939	46.779234	Stanley Township	380258 0005B
380	7201 12 ST S	64-0400-00040-000	Chrisan 2nd Lot 24 Blk 1	-96.797938	46.779610	Stanley Township	380258 0005B
381	7109 12 ST S	64-0400-00050-000	Chrisan 2nd Lot 5 Blk 1	-96.797937	46.779985	Stanley Township	380258 0005B
382	7105 12 ST S	64-0400-00060-000	Chrisan 2 Lot 6 Blk 1	-96.797936	46.780361	Stanley Township	380258 0005B
383	1212 71 AVE S	64-0400-00070-000	Chrisan 2nd Lot 7 Blk 1	-96.797935	46.780740	Stanley Township	380258 0005B
384	1109 71 AVE S	64-0400-00090-000	Chrisan 2nd Lot 2 Blk 2	-96.795625	46.781353	Stanley Township	380258 0005B
385	1113 71 AVE S	64-0400-00100-000	Chrisan 2nd Lot 3 Blk 2	-96.796216	46.781355	Stanley Township	380258 0005B
386	1117 71 AVE S	64-0400-00110-000	Chrisan 2nd Lot 4 & E 7* Lot 5 Blk 2	-96.796820	46.781357	Stanley Township	380258 0005B
387	7202 12 ST S	64-0400-00150-000	Chrisan 2nd Lot 2 Blk 3	-96.796950	46.779583	Stanley Township	380258 0005B
388	7110 12 ST S	64-0400-00160-000	Chrisan 2nd Lot 3 Blk 3	-96.796949	46.779967	Stanley Township	380258 0005B
389	7102 12 ST S	64-0400-00180-000	Chrisan 2nd Lot 5 Blk 3	-96.796947	46.780735	Stanley Township	380258 0005B
390	1114 71 Ave S	64-0400-00190-000	CHRISAN 2ND LOT 6 BLK 3	-96.796229	46.780684	Stanley Township	380258 0005B
391	418 100th Ave S	64-1475-00020-000	Kensington Place First Addn Lot 2 Blk 1	-96.786156	46.745015	Stanley Township	380258 0005B
392	424 100th Ave S	64-1475-00030-000	Kensington Place First Addn Lot 3 Blk 1	-96.786938	46.744961	Stanley Township	380258 0005B



# Budget Narrative

## Cass County, North Dakota

### 2011 Hazard Mitigation Grant Program

#### Mitigation Project Cost

The following costs have been approved by FEMA for DR-1981-22R.

Acquisition Value	Assessed Value x 1.25
Project Planning	\$4,000.00
Appraisals	\$1,206.00
Legal	\$1,448.86
Demolition	\$20,378.00
Management	\$4,000.00
<b>Total per property</b>	<b>Acquisition Value + \$31,032.86</b>

Below are the properties that will remain as part of DR-1981-22R as it was approved in April 2013.

File	2011 Value*	Adjusted (125%)
38	\$256,200	\$320,250
59	\$156,400	\$195,500
60	\$171,100	\$213,875
85	\$182,500	\$228,125
92	\$101,000	\$126,250
95	\$184,600	\$230,750
96	\$160,400	\$200,500
97	\$151,900	\$189,875
98	\$170,000	\$212,500
99	\$191,800	\$239,750
100	\$177,500	\$221,875
101	\$153,700	\$192,125
112	\$208,800	\$261,000
113	\$202,800	\$253,500
120	\$264,300	\$330,375
123	\$295,500	\$369,375
141	\$218,800	\$273,500
142	\$197,000	\$246,250
147	\$188,000	\$235,000
149	\$212,300	\$265,375

File	2011 Value*	Adjusted (125%)
150	\$192,600	\$240,750
151	\$205,700	\$257,125
153	\$184,700	\$230,875
155	\$231,000	\$288,750
253	\$166,300	\$207,875
300	\$153,500	\$191,875
305	\$214,600	\$268,250
306	\$215,400	\$269,250
309	\$243,500	\$304,375
310	\$36,600	\$45,750
326	\$146,800	\$183,500
341	\$147,900	\$184,875
342	\$165,200	\$206,500
343	\$179,700	\$224,625
351	\$226,000	\$282,500
352	\$240,900	\$301,125
353	\$283,100	\$353,875
	<b>Total Acquisition</b>	<b>\$8,847,625</b>

Below are the properties that are being removed as part of this change of scope.

File	2011 Value*	Adjusted (125%)
55	\$251,700	\$314,625
61	\$241,800	\$302,250
108	\$211,700	\$264,625
116	\$219,000	\$273,750
118	\$114,000	\$142,500
154	\$220,300	\$275,375
261	\$135,200	\$169,000
308	\$238,500	\$298,125
312	\$287,200	\$359,000
315	\$145,900	\$182,375
344	\$411,100	\$513,875
346	\$317,700	\$397,125
	<b>Total</b>	<b>\$3,711,750.00</b>

Budget for Change of Scope Reduction (13 properties)

Item	Federal Share 75%	State Share 17.5%	Local Share 7.5%	Non-Federal Share 25%	Total Cost for 13 Properties
Acquisition	\$2,783,812.50	\$649,556.25	\$278,381.25	\$927,937.50	\$3,711,750.00
Project Planning	\$39,000.00	\$9,100.00	\$3,900.00	\$13,000.00	\$52,000.00
Appraisals	\$11,758.50	\$2,743.65	\$1,175.85	\$3,919.50	\$15,678.00
Legal	\$14,126.39	\$3,296.16	\$1,412.63	\$4,708.79	\$18,835.18
Demolition	\$198,685.50	\$46,359.95	\$19,868.55	\$66,228.50	\$264,914.00
Management	\$39,000.00	\$9,100.00	\$3,900.00	\$13,000.00	\$52,000.00
<b>Total</b>	<b>\$3,086,382.89</b>	<b>\$720,156.01</b>	<b>\$308,638.28</b>	<b>\$1,028,794.29</b>	<b>\$4,115,177.18</b>

Below are acquisition prices for the homes being added as part of the change of scope.

#	NAME	2011 TAX VALUE	MULTIPLIER	ESTIMATED ACQUISITION
301	FONDER, VICKIE	\$205,500.00	125%	\$256,875.00
307	KUTZER, JONATHAN D & KRISTEN	\$266,000.00	125%	\$332,500.00
311	BERNHARDT, BRAD E & LINDA M	\$295,800.00	125%	\$369,750.00
314	WERDER, PAUL & NICHOLE	\$184,900.00	125%	\$231,125.00
327	SMITH, COREY & SHARRI	\$155,000.00	125%	\$193,750.00
339	GARRETT, WILLIAM SR	\$147,400.00	125%	\$184,250.00
340	REECK, STEVEN R	\$150,000.00	125%	\$187,500.00
345	BERNHARDT, DAVID	\$202,900.00	125%	\$253,625.00
360	BACHMANN, MONTE & VIRGINIA	\$215,300.00	125%	\$269,125.00
362	BLATCHFORD, CAROL A	\$132,700.00	125%	\$165,875.00
363	HOOVER, STEVEN J	\$159,200.00	125%	\$199,000.00
364	TRIEPKE, RYAN	\$146,800.00	125%	\$183,500.00
365	GATES, JILL R	\$166,500.00	125%	\$208,125.00
366	HOFER, MICHAEL M & DEBRA A	\$151,300.00	125%	\$189,125.00
367	OLSON, JAMES L	\$147,100.00	125%	\$183,875.00
368	SUMMERSVILLE, THOMAS J	\$176,800.00	125%	\$221,000.00
369	PITZ, BENJAMIN	\$171,600.00	125%	\$214,500.00
370	RUDE, ROBBIN R & COLLEEN M	\$162,100.00	125%	\$202,625.00
372	JOHNSON, DOUGLAS K & KRISTIN	\$150,000.00	125%	\$187,500.00
373	OLSON, JIMMY V & ANNA M	\$153,100.00	125%	\$191,375.00
374	WACLAWIK, DANIEL M & JANET	\$142,800.00	125%	\$178,500.00
375	ERICKSON, JASON R	\$153,000.00	125%	\$191,250.00
376	ANDERSON, P FRED & BARBARA	\$180,300.00	125%	\$225,375.00
377	HEUER, DWIGHT J & LORETTA J	\$154,000.00	125%	\$192,500.00
378	GRABARKEWITZ, MARTIN & SONIA	\$169,100.00	125%	\$211,375.00
379	WALTH, ANNA LE	\$169,100.00	125%	\$211,375.00
380	PUETZ, DONALD P & MARY BETH	\$164,000.00	125%	\$205,000.00
381	RIEDLINGER, SHANE T	\$156,500.00	125%	\$195,625.00
382	MATHSON, DAVID L	\$162,800.00	125%	\$203,500.00
383	ACKERSON, JAYSON & LISA	\$190,300.00	125%	\$237,875.00
384	FOELL, DEAN J & RENAE L	\$164,500.00	125%	\$205,625.00
385	FUGERE, JOSEPH C & BARBARA M	\$162,700.00	125%	\$203,375.00
386	LANE RLT, HARVEY ETAL	\$186,600.00	125%	\$233,250.00
387	NELSON, GREGG D & RUTH E	\$192,200.00	125%	\$240,250.00
388	WALKER, GARY W & SHIRLEY A	\$158,300.00	125%	\$197,875.00
389	GELKING, VICTOR L ETAL	\$183,200.00	125%	\$229,000.00
390	GUTIERREZ, JOSE & TERESA	\$151,500.00	125%	\$189,375.00
391	MEYER, MARK & JACQUELYN	\$259,900.00	125%	\$324,875.00
392	NORDSTROM, VICTOR & AUDREY	\$347,800.00	125%	\$434,750.00
	<b>Total Acquisition Price</b>			<b>\$8,735,750.00</b>

Budget for Change of Scope Addition (39 properties)

Item	Federal Share 75%	State Share 17.5%	Local Share 7.5%	Non-Federal Share 25%	Total Cost for 39 Properties
Acquisition	\$6,551,812.50	\$1,528,756.25	\$655,181.25	\$2,183,937.50	\$8,735,750.00
Project Planning	\$117,000.00	\$27,300.00	\$11,700.00	\$39,000.00	\$156,000.00
Appraisals	\$35,275.50	\$8,230.95	\$3,527.55	\$11,758.50	\$47,034.00
Legal	\$42,379.16	\$9,888.47	\$4,237.91	\$14,126.38	\$56,505.54
Demolition	\$596,056.50	\$139,079.85	\$59,605.65	\$198,685.50	\$794,742.00
Management	\$117,000.00	\$27,300.00	\$11,700.00	\$39,000.00	\$156,000.00
<b>Total</b>	<b>\$7,459,523.66</b>	<b>\$1,740,555.52</b>	<b>\$745,952.36</b>	<b>\$2,486,507.88</b>	<b>\$9,946,031.54</b>

Originally Approved Budget for DR-1981-22R (50 properties)

Cost Estimate:

Item	Federal Share 75%	State Share 17.5%	Local Share 7.5%	Total Cost for 50 Properties
Acquisition	\$9,419,531.00	\$2,197,891.00	\$941,953.00	\$12,559,375.00
Project Planning	\$150,000.00	\$35,000.00	\$15,000.00	\$200,000.00
Appraisals	\$45,225.00	\$10,552.00	\$4,523.00	\$60,300.00
Legal	\$54,332.00	\$12,677.00	\$5,433.00	\$72,443.00
Demolition	\$76,4175.00	\$178,308.00	\$76,417.00	\$1,018,900.00
Management	\$150,000.00	\$35,000.00	\$15,000.00	\$200,000.00
<b>Total</b>	<b>\$10,583,264.00</b>	<b>\$2,469,428.00</b>	<b>\$1,058,326.00</b>	<b>\$14,111,018.00</b>

Revised Budget for Complete DR-1981-22R (76 properties)

Item	Federal Share 75%	State Share 17.5%	Local Share 7.5%	Non-Federal Share 25%	Total Cost for 76 Properties
Acquisition	\$13,187,531.25	\$3,077,090.63	\$1,318,753.12	\$4,395,843.75	\$17,583,375.00
Project Planning	\$228,000.00	\$53,200.00	\$22,800.00	\$76,000.00	\$304,000.00
Appraisals	\$68,742.00	\$16,039.80	\$6,874.20	\$22,914.00	\$91,656.00
Legal	\$82,585.02	\$19,269.84	\$8,258.50	\$27,528.34	\$110,113.36
Demolition	\$1,161,546.00	\$271,027.40	\$116,154.60	\$387,182.00	\$1,548,728.00
Management	\$228,000.00	\$53,200.00	\$22,800.00	\$76,000.00	\$304,000.00
<b>Total</b>	<b>\$14,956,404.27</b>	<b>\$3,489,827.67</b>	<b>\$1,495,640.42</b>	<b>\$4,985,468.09</b>	<b>\$19,941,872.36</b>