North Dakota Public Notices

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION
Otter Tail Power Company
Advance Determination of Prudence - CapX2020 Group 1
Application
Case No. PU-09-676
Northern States Power Company
Advance Determination of Prudence - CapX2020 Group 1
Application
Case No. PU-09-678
NOTICE OF HEARING
March 24, 2010

On October 5, 2009, Otter Tail Power Company (Otter Tail) filed an application for advance determination of prudence of Otter Tail's participation and ownership in three high-voltage transmission line projects, Case No. PU-09-676:

o A 250-mile long, 345 kV transmission line between Fargo, North Dakota and the northwest quadrant of the Twin Cities, Minnesota.

o A 200-mile long, 345 kV transmission line between eastern South Dakota and the southeast quadrant of the Twin Cities in Minnesota.

o A 68-mile long, 230 kV transmission line between Bemidji, Minnesota and Grand Rapids, Minnesota.

On October 5, 2009, Northern States Power Company (NSP) filed an application for advance determination of prudence of NSP's participation and ownership in the same three high-voltage transmission line projects and, in addition, a 150-mile long, 345 kV transmission line between La Crosse, Wisconsin and the southeast Twin Cities, Minnesota area and two associated 161 kV lines in the Rochester, Minnesota area, Case No. PU-09-678.

Otter Tail and NSP are requesting that the Commission determine the construction of the transmission projects to be reasonable and prudent in order to provide the basis for future rate stability proposals the companies may present to the Commission.

Anyone wishing to become a party to this proceeding must file a Petition to Intervene by April 16, 2010.

A consolidated public hearing on these two cases will be held beginning May 24, 2010 at 8:30 a.m. in the Commission Hearing Room, State Capitol, 12th Floor, Bismarck, North Dakota 58505. You can listen to a broadcast of the hearings on the Commission's website at http://www.psc.state.nd.us/psc/media/comm-live.html.

Issues to be considered in each case are:

1. Whether the resource addition is reasonable and prudent.
2. Whether the applicants have need for additional transmission resources.
3. What alternatives exist for meeting additional transmission needs.

For more information contact the Public Service Commission, State Capitol, Bismarck, North Dakota 58505, 701-328-2400 or Relay North Dakota 1-800-366-6888 TTY. If you require any auxiliary aids or services, such as readers, signers, or Braille materials, please contact the Commission at least 24 hours in advance.

PUBLIC SERVICE COMMISSION
Tony Clark, Commissioner
Kevin Cramer, Chairman
Brian P. Kalk, Commissioner
(April 5, 2010) 1055763

NOTICE OF PETITION TO CHANGE THE NAME OF MINOR CHILDREN

TO ANY AND ALL IT MAY CONCERN:

Public notice is hereby given that the undersigned, Melissa Hoffman, will apply by filing of the appropriate petition, with the District Court of Ramsey County on or about the 27TH day of April, 2010 at the Ramsey County Courthouse in the City of Devils Lake, County of Ramsey, State of North Dakota, for an order changing the names of her three minor children: D. J. V. to D. J. H. as well as the names of L. A. V. to L. A. H. and B. N. V. to B. N. H. This notice is published with the purpose and intent of putting the general public and any and all interested parties on notice of this petition to the Court.

Dated this 24th day of March, 2010
Melissa Hoffman, Mother and Petitioner.
Ryan J. Thompson
Attorney for Petitioner
THOMPSON & THOMPSON
701-662-2177
P.O. Box 696
Devils Lake, ND 58301
(Apr 5, 12, 2010) 1055950

NOTICE IS HEREBY GIVEN, that Park River School District #78 is accepting bids for the sale of existing Park River School Playground Equipment. Successful bidder must sign liability waiver against Park River School District #78 and entire bid lot must be removed within the designated time frame. Park River School District #78 reserves the right to reject any or all bids. Interested parties may contact Supt. Kirk Ham at kirk.ham@sendit.nodak.edu or (701) 284-7164 for more details or to have pictures emailed. Bids will be opened at the Park River Superintendent's Office on the 15th day of April, 2010 at the hour of 11:00 AM CT.
(Apr 5, 12, 2010) 1056089

North Dakota Department of Health
Public Notice
Reissue of an NDPDES Permit

Public Notice Date: 4/1/2010
Purpose of Public Notice
The Department intends to reissue the following North Dakota Pollutant Discharge Elimination System (NDPDES) Discharge Permit under the authority of Section 61-28-04 of the North Dakota Century Code.
Permit Information
Public Notice Number: ND-2010-002
Application Date: 12/10/2009
Application Number: ND0026042
Applicant Name: Northern Improvement Fargo
Mailing Address: PO Box 2846, Fargo, ND 58108-2846
Telephone Number: 701.277.1225
Proposed Permit Expiration Date: 6/30/2015
Facility Description
The reapplication is for an inert landfill located in Fargo, North Dakota. Any discharge would be from settling ponds used to treat surface water accumulating in the landfill cells during construction and operation. The discharge will be located in the SE1/4of Section 4, Township 139N, Range 49W, and would be to Cass County Drain 40, an unclassified drainage which eventually leads to the Red River, a Class I stream.
Tentative Determinations
Proposed effluent limitations and other permit conditions have been made by the Department. They assure that State Water Quality Standards and applicable provisions of the FWPCAA will be protected.
Information Requests and Public Comments
Copies of the application, draft permit,

North Dakota Public Notices

Robert E. Rosenvold
Attorney ID #03059
OHNSTAD TWICHELL, P.C.
901 - 13th Avenue East
P.O. Box 458
West Fargo, ND 58078-0458
(701) 282-3249
Attorney for Personal Representative

IN THE DISTRICT COURT OF CASS COUNTY, STATE OF NORTH DAKOTA

In the Matter of the Estate of Odean G. Askland, Deceased.

NOTICE TO CREDITORS
Court File No. 09-2010-PR-81

NOTICE IS HEREBY GIVEN that the undersigned has been appointed Personal Representative of the above estate. All persons having claims against the said deceased are required to present their claims within three months after the date of the first publication of this notice or said claims will be forever barred. Claims must either be presented to Lorraine A. Askland, Personal Representative of the Estate, at 1213 El Cano Drive S., Fargo, ND 58104, or filed with the Court.

Dated this 26th day of March, 2010.
Lorraine A. Askland
Personal Representative of the Estate of Odean G. Askland, deceased
1213 El Cano Drive S.
Fargo, ND 58104
Robert E. Rosenvold
Attorney ID #03059
OHNSTAD TWICHELL, P.C.
901 - 13th Avenue East
P.O. Box 458
West Fargo, ND 58078-0458
TEL: (701) 282-3249
FAX: (701) 282-0825
Attorneys for Personal Representative
(Apr 5, 12, 19, 2010) 1056529

SECTION 101
ADVERTISEMENT FOR BIDS
NORTH DAKOTA STATE COLLEGE OF SCIENCE, WAHPETON, ND

Notice is hereby given that sealed bids will be received for the Removal and Replacement of the Concrete Floor under the Basketball Court at the NDSCS Blikre Activity Center, NDSCS Project #004969, IE Project # W10-00-051, at the North Dakota State College of Science Campus in Wahpeton, North Dakota. Bids will be received by the OWNER at the Patterson Maintenance Center, David Meyer, Director of Purchasing until 2:00 PM. on April 20, 2010 and then at said office all bids properly submitted will be publicly opened and read aloud.

Digital copies of the Bidding Documents are available at www.interstateeng.com or www.questcdn.com for a fee of $20.00. These documents may be downloaded by selecting this project from the "Bid Documents" tab and by entering Quest Project Number 1135231 on the "Search Projects" page. For assistance and free membership registration, contact QuestCDN at (952) 233-1632 or info@questcdn.com. Paper copies of the Bidding Documents may be obtained from Docunet Corp. located at 2435 Xenium Lane North, Plymouth, MN 55441, phone (763) 475-9600, for a fee of $60.00 per set. The bidding and contract documents may also be examined at the Interstate Engineering office located at 1999 4th Street North, Suite A, Wahpeton, North Dakota. Any technical questions may be directed to Damon DeVillers, PE at (701) 642-5521.

The project will consist of the following approximate quantities:

Removal of 8830 square feet of 5-inch thick reinforced concrete, removal of 2.5 inches of aggregate subbase, the installation of 8830 square feet of 5-inch thick reinforced concrete.

Each bid will be submitted on the basis of a cash payment for work. It will be enclosed in a sealed envelope addressed to the North Dakota State College of Science Patterson Maintenance Center, Wahpeton, North Dakota and shall be designated that the bid is for " Removal and Replacement of Concrete Floor at NDSCS Blikre Activity Center". The bid shall be accompanied by a Bidder's Bond in a separate envelope in the amount of five percent (5%) of the full amount of the bid, executed by the Bidder as Principal and by a Surety Company authorized to do business in North Dakota. If the Principal's bid is accepted by the OWNER and the contract awarded, the principal, within ten (10) days after the Notice of Award, will be required to execute and effect a contract in accordance with the terms of the principal's bid and any requirements and conditions of the OWNER.

The Bid Security shall be as required in Section 48 01.2-05 of the North Dakota Century Code.

All bidders must be licensed for the highest amount of their bids, as required by Section 43 07 05 of the North Dakota Century Code and a copy of the license or certificate of renewal thereof issued shall be enclosed in the required bid bond envelope.

No bid will be read or considered which does not fully comply with the above provisions as to Bond and Licenses, and any deficient bid submitted will be resealed and returned to the Bidder immediately.

The OWNER retains the right to reject any or all of the bids submitted and to waive any informality in any bid and to hold all bids for a period not to exceed thirty (30) days from said date of opening and to hold the three low bids and bid securities for a period not to exceed sixty (60) days from said date of bid opening.

The work on the improvements is to commence upon a date to be specified by the OWNER, notice of which will be given to the successful bidder ten (10) days in advance of the start of construction. The Contractor will be required to commence construction, and in an approved sequence, complete the project by or before July 1, 2010, within three working days.

By order of North Dakota State College of Science
Wahpeton, North Dakota
BY: David Meyer
Director of Purchasing
Dated this 29th day of March 2010.
(April 5, 2010) 1057854

ABBREVIATED
NOTICE OF INTENT
TO AMEND
ADMINISTRATIVE RULES
relating to the
Radiologic Health Rules
North Dakota Department of

North Dakota Public Notices

NOTICE

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

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

NOTICE BEFORE FORECLOSURE
TO:
Cheryl Whitty
817 6th Ave North Unit B9
Fargo, ND 58102

Occupant
817 6th Ave North Unit B9
Fargo, ND 58102

Cheryl Whitty
131 163rd Ave SE
Grandin, ND 58038

the title owners of the following described real property:

Unit Number Nine, Heritage Condominium, Created Under Declaration of Condominium Recorded in Book "A - 7" of Misc., no Page 362, et seq., and Amendment Thereto Recorded in Book "I-9" o f Misc., on Page 37, et seq., and Erected Upon: Lots One Through Five, Inclusive, in Block Fourteen Plus the East Half of Vacated ninth Street North Adjacent to Block Fourteen, All in Roberts' Second Addition to the City of Fargo, Situate in the County of Cass and the State of North Dakota Together With the Undivided Interest in the Common Elements Declared Appurtenant to Such Unit; a/k/a 817 6th Ave. N. - B9, Fargo, ND 58102.

Notice is hereby given that certain mortgage upon the above-described property, Cheryl Whitty, Mortgagor, executed and delivered to Mortgage Electronic Registration Systems, Inc. as Nominee for Bremer Bank, National Association, Mortgagee, dated February 13, 2006, and filed for record in the office of the Register of Deeds of the County of Cass and State of North Dakota, on the 15th day of February, 2006 at 8:00 A.M. as Document No. 1163542 and which mortgage is being serviced by CitiMortgage, Inc, and given to secure the payment of $45,500.00, and interest according to the conditions of a certain promissory note, is in default.

The following is a statement of the sum due for principal, interest, taxes, insurance, maintenance, etc., as of April 15, 2010:

Principal $43,506.95
Less Escrow Balance: -77.69
Accrued interest to April 15, 2010 1,311.51
Late Charges 58.24
Appraisal/BPO 150.00
Property Inspection 40.50
TOTAL $44,989.51

That as of April 15, 2010, the amount due to cure any default, or to be due under the terms of the mortgage, exists in the following respects:

Accumulated Payments Owing:
Principal & Interest:
5 months @ $291.34 = $1,456.70
Escrow:
4 months @ $80.66 = $322.64
1 months @ $67.46 = $67.46
$1,846.80
Late Charges 58.24
Property Inspection 40.50
Appraisal/BPO 150.00
TOTAL $2,095.54

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

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

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

Dated March 18, 2010.
MACKOFF KELLOGG LAW FIRM
Attorneys for the Plaintiff
Office and Post Office Address:
38 Second Avenue East
Dickinson, North Dakota 58601
Tel: (701) 227-1841
Fax: (701) 225-6878
By: Sandra K. Kuntz, Attorney #05186

If you have previously received a discharge in a Chapter 7 bankruptcy, this is not an attempt to collect a debt against you personally, but only an attempt to determine your intention concerning retaining this property.
(Apr 5, 12, 19, 2010) 1056855

NOTICE OF SALE
Civil No. 09-2009-CV-04875

Notice is hereby given that by virtue of a judgment of foreclosure by the District Court of the East Central Judicial District in and for the County of Cass and State of North Dakota, and entered and docketed in the Office of the Clerk of said Court on March 3, 2010, in an action wherein HSBC Mortgage Services, Inc. was Plaintiff and Thomas R. Monroe; and any person in possession were Defendants, in favor of Plaintiff and against the Defendants for the sum of $68,711.64, which judgment and decree, among other things, direct the sale by me of the real property hereinafter described, to satisfy the amount of said judgment, with interest thereon and the costs and expenses of such sale, or so much thereof as the proceeds of said sale will satisfy; and by virtue

North Dakota Public Notices

INVITATION NO: IFB 10-08
TOTAL CONSTRUCTION
INVITATION TO BID
PROPANE SYSTEM REPAIR
Readiness Center
Grand Forks, North Dakota

Sealed bids for Propane System Repair at Readiness Center in Grand Forks, North Dakota, will be received by the Adjutant General of the State of North Dakota at Fraine Barracks, Building 030, Bismarck, North Dakota, at 2:00 PM, April 28, 2010, and will be opened and publicly read that date and hour in the space designated. All bids received after the scheduled opening time will be returned to the bidders unopened.

A single bid will be received for ALL construction phases of the work (IFB 10-08).

ATTENTION PERSONS WITH DISABILITIES: If you plan to attend the bid opening and will need special facilities or assistance relating to a disability, please contact the National Guard ADA Coordinator at 701-333-2069 by April 21, 2010.

Contractors desiring to submit a bid may obtain a copy of the contract documents at the office of the Owner. No deposit for the contract documents will be required, but they must be returned to the Owner in unmutilated condition within ten (10) days after the opening of bids. Copies of the proposed contract documents are limited to one (1) set per bidder. Requests must be made on Contractor's own letterhead and must include a copy of his North Dakota Contractor's License or Certificate of Renewal, whichever is current.

OWNER
Office of the Adjutant General
Contract Management Branch
P.O. Box 5511
Bismarck, North Dakota 58506-5511
Telephone: (701) 333-2069

Copies of the contract documents are on file at the Construction Plans Exchange in Bismarck; Builders Exchange in Devils Lake, Fargo, Grand Forks, Mandan, and Minot, North Dakota; Minneapolis and St. Paul, Minnesota; and at the offices of the Engineers and the Owner.

Each bid shall be submitted in duplicate copy on the forms provided by the Owner and enclosed in a sealed opaque envelope upon which there is disclosed the necessary information as required by Supplementary Instructions to Bidders.

Each bid shall be accompanied by a separate sealed opaque envelope containing a bidder's bond made payable to The Adjutant General, State of North Dakota, and executed by the bidder as principle and by a surety company authorized to do business in North Dakota, in a sum equal to five percent (5%) of the bidder's highest total bid combination, including all add alternates to the bid items; conditioned that if bidder's proposal be accepted and the contract awarded to him, he within ten (10) days after notice of such award, will effect and execute a contract in accordance with the terms of his bid and a contractor's bond as required by law and the regulations and determinations of the Owner. AIA Document A310, Bid Bond, will be furnished by the Owner and should be used to execute the bid guarantee.

In compliance with Section 43-07-12 of the North Dakota Century Code, each contractor submitting a bid must have a copy of his North Dakota Contractor's License or certificate of renewal thereof issued by the secretary of state enclosed in the bid bond envelope; must be licensed for the highest amount of his total bid combination including add alternates; and such license must have been in effect at least ten (10) days prior to the date of the bid opening.

No bid will be read or considered which does not fully comply with the provisions herein as to bonds and licenses, and any deficient bid submitted will be resealed and returned to bidder immediately.

The Owner reserves the right to hold all legitimate bids for a period of thirty (30) days after the date fixed for the opening thereof. It is the intent of the Owner to award a contract to the lowest and best bidder. The Owner further reserves the right to reject any and all bids and to waive irregularities, and shall incur no legal liability for the State for the payment of any monies until the contract is awarded and approved by the proper authorities.

In compliance with Section 48-01.2-10 of the North Dakota Century Code, the successful bidder shall be required to furnish bonds covering the faithful performance of the Contract and the payment of all obligations thereunder, and all additional obligations required by the laws of the state of North Dakota. Each bond shall be in an amount equal to the full contract sum.

DATED: 5 April 2010
OFFICE OF THE ADJUTANT GENERAL
Bismarck, North Dakota
By: PATRICK L. MARTIN
Brigadier General, NDANG
Deputy Adjutant General
Contracting Officer
(Apr 5, 12, 19, 2010) 1057037

STATE OF NORTH DAKOTA
IN DISTRICT COURT
COUNTY OF CASS
EAST CENTRAL JUDICIAL DISTRICT

Deutsche Bank Trust Company Americas as Trustee, Plaintiff,
vs
Ruth Rivera; and any person in possession, Defendants.

Civil No.
SUMMONS

THE STATE OF NORTH DAKOTA TO THE ABOVE NAMED DEFENDANTS:

You are hereby summoned to appear and defend against the Complaint in this action, which has been filed with the Clerk of Court and is herewith served upon you, by serving upon the undersigned a copy of an answer or other proper response within twenty (20) days after the service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint. The original Complaint is filed with the Clerk of the District Court in the County in which this action is commenced.

This action relates to the foreclosure of a mortgage upon the following described real property in the County of Cass, State of North Dakota:

Lot Twelve, in Block Twelve, of West Fargo Investment Corporation Third Addition to the City of West Fargo, Situate in the County of Cass and the State of North Dakota; a/k/a 106 10th Ave. E., West Fargo, ND 58078.

The Plaintiff is not seeking a personal judgment against the above-named Defendants.

Dated March 19, 2010.
MACKOFF KELLOGG LAW FIRM

North Dakota Public Notices

Owner: North Dakota Board of Higher Education
North Dakota State University
Fargo, ND

Sealed Single Prime Bids for the Heating Plant Emergency Generator Installation, North Dakota State University, Fargo, North Dakota, will be received at the Facilities Management Department front desk of the Thorson Maintenance Center to the attention of Mr. Bruce Frantz, Bolley Drive, P.O. Box 6050, North Dakota State University, Fargo, North Dakota, 58108, until 2:00 P.M., Local Time, April 27th, 2010, at which time they will be opened and publicly read.

The project consists of installation of an emergency generator and switchgear furnished by the Owner, new building switchgear, miscellaneous site work and miscellaneous mechanical work.

A pre-bid walkthrough is scheduled for April 20th, 2010, 10:00 AM, at the Heating Plan, NDSU. It is strongly encouraged that all bidders wishing to bid this project be in attendance.

The Information to Bidders, Bid Form, Form of Contract, Form of Performance-Payment Bond, Drawings, Specifications and other contract documents as prepared by MBN Engineering, Inc., may be examined at the following locations.

MBN Engineering, Inc., Fargo, North Dakota
North Dakota Builder's Exchanges in Fargo and Grand Forks
McGraw Hill/ Dodge Plan Room, Edina, Minnesota

Copies of the project documents may be obtained at the offices of MBN Engineering, Inc., located at 503 7th Street North, Suite 200, Fargo, North Dakota upon payment of $40.00 for each set.

Each Bid submitted shall consist of two separate sealed envelopes, attached together, with each envelope clearly marked on the outside with the contractor's name, Project Title and Bid Date. Each Bidder shall submit in one envelope a Bidder's Security Bond in a sum equal to five percent (5%) of the full amount of the Bid to the North Dakota State Board of Higher Education, executed by a surety company authorized to do business in North Dakota. All bonds shall comply with North Dakota Century Code, including Chapter 48-01 as amended.

Each Bidder shall hold a current and valid North Dakota Contractor's License of the proper class issued by the Secretary of State, and shall enclose a copy of the license or certificate of renewal of the license in the same envelope as the Bidder's Security Bond. The license shall be for the highest amount of the Bidder's total bid combination including add alternates.

Each Bidder shall complete the "Bidder Questionnaire," and shall enclose the Questionnaire in the same envelope as the Bidders Security Bond.

Each Bidder shall submit in the second envelope the Bid Form supplied with the Bidding Documents or through addendum. All bids must be upon the basis of cash payment for the work and materials and must be sealed.

No bids may be withdrawn for a period of thirty (30) days after the date and time set for the opening of bids.

The Board reserves the right to reject any or all bids, and to waive any informalities therein.

The successful bidder is required at the time the Contract is executed to provide:

Sales Tax Certificate, Workers' Compensation Certificate, Certificate of Insurance to include North Dakota Stop Gap and Builders Risk coverage, Company Safety Manual, North Dakota University System Performance-Payment Bond, and Waiver of Subrogation.

For: North Dakota University System
North Dakota State University
Fargo, North Dakota
By: Mr. Bruce Frantz, Facilities Management Director
(Apr 5, 12, 19, 2010) 1057397

NOTICE OF PUBLIC HEARING

Notice is hereby given that Workforce Safety & Insurance will conduct a public hearing on Wednesday, April 7, 2010, at the Board Room, Century Center, 1600 Century Avenue, Bismarck, North Dakota, at 2:00 PM at which time and place all persons will be heard regarding the proposed changes to premium rates in accordance with NDCC §65-04-01.

These changes are on file and may be reviewed or copied on any working day between 8:00 a.m. and 5:00 p.m., at Workforce Safety & Insurance in Bismarck. A copy may be requested by phone by calling (701) 328-3800 or by writing to:

Workforce Safety & Insurance
Attention: Miranda Miller
1600 East Century Avenue, Suite 1
P.O. Box 5585
Bismarck, ND 58506-5585
(701) 328-5955

Written data, views or arguments concerning the proposed changes or adoptions may be sent to WSI at the above address. The closing date for receipt and consideration of all written or oral submissions is close of business Tuesday, April 13, 2010.

If you plan to attend the public hearing and will need special facilities or assistance relating to a disability, please contact Workforce Safety & Insurance at the above telephone number or address at least five days prior to the public hearing.

Dated this 22nd day of March, 2010.
Barry Schumacher
Chief of Employer Services
(April 5, 2010) 1057799

STATE OF NORTH DAKOTA
IN DISTRICT COURT
COUNTY OF CASS
EAST CENTRAL JUDICIAL DISTRICT

BAC Home Loans Servicing LP FKA Countrywide Home Loans Servicing LP,
Plaintiff,
vs,
Arlen Anderson; Mortgage Electronic Registration Systems, Inc.; and any person in possession, Defendants.

Civil No.
SUMMONS

North Dakota Public Notices

REQUEST FOR PROPOSALS (RFP)
CITY OF FARGO
DIVISION OF SOLID WASTE
FOR OSGOOD RECYCLING SITE

The City of Fargo Division of Soli Waste is seeking cost proposals for wor related to the construction of a new recy cling site located in the Osgood Subdiv sion. It is the City's desire to have th site grading, asphalt work, and concret work completed by July 15th, 2010.

Interested firms can obtain a copy o the RFP at 2301 8th Avenue North, Fa go, North Dakota 58102. Copies can als be requested by telephone a 701-241-1449. General specification in quiries can be directed to Brady Bruns vold at 701-730-8704.

All proposals must be received by 1:0 p.m., Wednesday, April 28, 2010, at th Division of Solid Waste, 2301 8th Avenu North, Fargo, North Dakota 58102.

The City of Fargo reserves the right t reject any and all submittals.

City Auditor's Office
(Apr 5, 12, 2010) 105815

Minnesota Public Notices

NOTICE OF SHERIFF'S SALE UNDER JUDGMENT AND DECREE-
Real Property

STATE OF MINNESOTA
COUNTY OF CLAY
ss
STATE OF MINNESOTA
DISTRICT COURT
COUNTY OF CLAY
SEVENTH JUDICIAL DISTRICT
Gate City Bank, Plaintiff,
vs
Wayne C. Dion and Jodi L. Dion, husband and wife, Defendants.
Court File No. 14-CV-09-3858

NOTICE IS HEREBY GIVEN, that un der and by virtue of a Judgment made and entered in the above entitled actio on the 9th day of November, 2009 by the District Court of Clay County, Minnesota Seventh Judicial District, a certified copy of which has been delivered to me direct ing the sale of premises hereinafter de scribed, to satisfy the amount found and adjudged due plaintiff in the above enti tled action from the defendants Wayne C Dion and Jodi L. Dion, husband and wife as prescribed in the Judgment, the under signed Sheriff of Clay County will sell a public auction, to the highest bidder, fo cash, on the 3rd day of May, 2010 a 10:00 a.m., at the Clay County Sheriff's Office, 915 9th Ave. North, Moorhead MN 56560, the premises and real estate lying and being in the County of Clay State of Minnesota, described in said Judgment, to wit:

The North Half of Lot Forty, In Block Three, of Village Green Addition to the City of Moorhead, Situate in the County o Clay and the State of Minnesota.

(Street Address: 3005 22nd St. S. Moorhead, MN 56560).

(hereinafter the "Premises") together with (i) all buildings and improvements now or hereafter located on the Premises (the "Improvements"), (ii) all of the estate right, title, claim or demand of any nature whatsoever of Wayne C. Dion and Jodi L Dion, husband and wife, (the "Borrowers") either in law or in equity, in possession or expectancy, in and to the Mortgaged Property (as defined below) or any part thereof; (iii) all easements, rights-of-way gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges liberties, tenements, hereditaments, and appurtenances of any nature whatsoever in any way belonging, relation or pertaining to the Mortgaged Property (including without limitation, any and all development rights, air rights or similar or comparable rights of any nature whatsoever now or hereafter appurtenant to the Premises or now or hereafter transferred to the Premises) and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof; (iv) all machinery, apparatus, fittings, fixtures and other property of every kind and nature whatsoever owned by the Borrowers, or in which the Borrowers have or shall have an interest, now or hereafter located upon the Mortgaged Property, or appurtenances thereto, or usable in connection with the present or future operation and occupancy of the Mortgaged Property and all building equipment, materials and supplies of any nature whatsoever owned by the Borrowers, or in which the Borrowers have or shall have an interest, now or hereafter located upon the Mortgaged Property (hereinafter collectively referred to as the Equipment), and the right, title and interest of the Borrowers in and to any of the Equipment which may be subject to any security agreements (as defined in the Uniform Commercial Code of the State in which the Premises are located), superior in lien to the lien of this Mortgage; (v) all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Mortgaged Property; (vi) all leases and other agreements (other than the Ground Lease) affecting the use of occupancy of the Mortgaged Property now or hereafter entered into (hereinafter referred to as the leases) and the right to receive and apply the rents, issues and profits of the Mortgaged Property (hereinafter referred to as the Rents) to the payment of the Obligations; (vii) all proceeds of and any unearned premiums on any insurance policies (collectively, hereinafter referred to as the Policies) covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property; (viii) the right, in the name and on behalf of the Borrowers, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and do commence any action or proceeding to protect the interest of Plaintiff in the Mortgaged Property; and (ix) all proceeds of each of the foregoing (all of the foregoing, together with the Premises, the 'Mortgaged Property").

Property Address; 3005 22nd St. S., Moorhead, MN 56560.

"PART OF THE PROPERTY TO BE SOLD CONTAINS YOUR HOUSE. YOU MAY DESIGNATE THE AREA OF A HOMESTEAD TO BE SOLD AND REDEEMED SEPARATELY.

YOU MAY DESIGNATE THE HOUSE YOU OCCUPY AND ANY AMOUNT OF THE PROPERTY AS A HOMESTEAD. THE DESIGNATED HOMESTEAD PROPERTY MUST CONFORM TO THE LOCAL ZONING ORDINANCES AND BE COMPACT SO THAT IT DOES NOT UNREASONABLY REDUCE THE VALUE OF THE REMAINING PROPERTY.

YOU MUST PROVIDE THE CREDITOR CAUSING THIS PROPERTY TO BE SOLD, THE SHERIFF, AND THE