



BURLEIGH COUNTY WATER RESOURCE DISTRICT AGENDA

Tuesday, February 9, 2016

Tom Baker Meeting Room – City County Building

8 a.m. - Call to Order

1. Roll Call (Reep, Larson, Weixel, Detwiller, Beck)
2. **Approval of Minutes of (1/12/16 – board meeting)..... 3-9**
3. **McDowell Dam**
 - **Gate installation –Memorandum – Viet Payment Recommendation 10-35**
 - Water Permit Application (Mike)
 - Aero Club – Liability Insurance and correspondence 36-37
 - Mr. Aberle Appraisal (on hold)
 - McDowell Property Appraisal – by Wade Bachmeier (update)
 - Strategic Plan Update – On hold pending appraisal process (Gordon)
 - Breach Overlay District Meeting – Next Steps to be determined
 - **Emergency Action Plan Update – Annual Review (Authorization to proceed)**
4. **County Engineer Items**
 - Missouri River Correctional Center Flood Control Project
 - **SWC Permit and Requirements – Memorandum on Impact Assessment**
 - **Burleigh County Floodplain Development Permit**
 - Alternative Alignment Summary and Easements (Michael)
 - Landowner Discussions and direction
 - Survey/Design Update – MRCC contacts/Geotechnical Review
 - MRCC Meeting Summary 1-8-16 38-41
 - **MRCC Paving Request and Alternatives**
 - Draft Levee Easement and legal description 42-48
5. **Comments from Members of the Public**
6. Financial Reports
 - End of January 49-50
 - Check signing (Treasurer and Vice Chairman) *Need motion in minutes for the bank
 - BCWRD Audit – scheduled March 21, 2016
 - McDowell Dam income..... 51
7. **Approval of Bills \$157,679.86 52-53**
8. Drainage Permits/Complaints/Issues
 - **Hay Creek Pines – Roadway and Groundwater Issues – Gary Christensen..... 56-63**
 - Apple Creek - Don Hogue (referred to USDA) 64
9. Projects
 - Hogue Island (FM #39)
 - Update on Lot Sales (Dave)
 - Warranty Deeds 65-74
 - Monies Received & Settlement Statement 75-91
 - Documentation of expenses and SWC Reimbursement Request
 - Burnt Creek Flood Control Project (FM #7)
 - **Crop Damage Claim – Monte Leidenix 92-93**
 - Bonding Document Approval – Increase Bond Amount 94-113
 - Pay request No. 15 (approved last meeting, informational only)..... 114-119
 - **Rodent Cage 120-122**
 - Assessment District Parcels 2015 123-136
 - Authorization to submit SWC Cost Share Reimbursement Request (Michael)

• Hay Creek	
• Pebble Creek Arizona Slide– update (Gordon, Michael)	
○ Pay request	137-139
• Monitoring and Evaluation underway	
• Fox Island Status	
• Resolution to create a Fox Island Project – Authorization to Prepare Documents	
○ Consideration and approval of assessment district	
○ Consideration of Public Hearing Date (March 2016)	
• Special Assessment District - Baseline Spreadsheet	
• Assignment of costs for Missouri River Floodplain Impacts – request to assign	
10. Storm Water Management	
11. Break	
Other Old Business	
• Policy Manual – Preliminary Draft Update (Michael, Dave, Mona) (Distributed)	
• Missouri River Setback Resolution -Burleigh County (follow up – 1-13-16 meeting update) (Rick)	
• Missouri River Setback Resolution - City of Bismarck Planning Commission (signed on hold)	
12. New Business	
• BCWRD Flood Plain Ordinance Position Statement & Resolution (Michael) – tabled for now	
• New form developed by the Office of the State Engineer for drainage complaints (Dave Bliss)	140-144
• Expense Policy (update to include State IRS rate for mileage)	145-147
• County Disposal Report.....	148-153
13. Correspondence or Document Information	
• Burleigh County Soil Conservation District	154
• Water Quality Monitoring council	155-157
• Plats & SWMP – Emailed – will be brought to meeting due to size of some (Comments on Plats)	
○ Light of Christ SWMP	
○ Promontory Point VII SWMP	
○ Kamrose Crossing First Replat	
○ Light of Christ Addition	
○ Promontory Point VII addition	
○ Stoneridge Addition first replat	
14. Detailed Bills	158
15. Next Meeting: Tuesday, March 8, 2016	
16. Adjourn	

Note: Bold Items Require Board Action

BCWRD Meeting Minutes
January 12, 2016 – City County Building
Draft – not approved yet

Agenda Items	Discussion	Board Action	Responsible Party	Due Date
<p>Present: Dennis Reep, Greg Larson, Rod Beck, Rick Detwiller, Gordon Weixel, Michael Gunsch, Houston Engineering, Inc.; Dave Bliss, Bliss Law Firm; Commissioner Kathleen Jones, Burleigh County Commissioner and Mona Livdahl, Personalized Management Services, Inc.</p> <p>Others Present: Commissioner Doug Schonert, Burleigh County Commission; Greg Smith & Dave Robinson, Bismarck Parks & Recreation District; Gwen & Matt Hubbard, Dave Nelson, Greg Nelson, Mary Ellen & Jeff Nelson, and Ray Ziegler, Burleigh County Building/Planning/Zoning.</p> <p>Call to order: Vice Chairman Reep called the meeting to order at 8 a.m. noting a quorum was present.</p>				
Introduction & Welcome of New Board Member	Vice Chairman Reep welcomed Rod Beck as the new Board Member to the BCWRD.			
12/8/15 Minutes		Mgr. Larson moved to approve, Mgr. Detwiller seconded. Motion Carried.	N/A	N/A
Reorganization – Election of Officers				
Chairman		Mgr. Larson moved to elect Reep as Chairman, Mgr. Weixel seconded. Motion Carried.		
Vice Chairman		Mgr. Detwiller moved to elect Larson as Vice Chairman, Mgr. Weixel seconded. Motion Carried.		
Secretary/Treasurer		Mgr. Larson moved to elect Weixel as Secretary/Treasurer, Mgr. Detwiller seconded. Motion Carried.		
Reappointment of Administrative Secretary, Engineer, Attorney		Mgr. Larson moved to reappoint Personalized Management Services, Houston Engineering and Bliss Law Firm, Mgr. Detwiller seconded. Motion Carried.		
Review of Portfolios	Chairman Reep noted that the list is suggested and asked everyone to review. Mgr. Larson asked to continue in assisting with McDowell Dam but not necessarily as lead or	Mgr. Detwiller moved to approve the portfolio assignments, Vice Chair Larson seconded. Motion Carried.		

Agenda Items	Discussion	Board Action	Responsible Party	Due Date
	alternate. It was noted that any board member can assist with other portfolios. Mgr. Beck will assist with the MPO portfolio.			
Meeting Schedule:	There are two dates where the Tom Baker Meeting room is not available, it was noted that now that we are televising, it is more difficult to move – it was noted we are not required to televise it, but will try to keep with the Tom Baker room.	Mgr. Detwiller moved to approve the 2016 meeting schedule, Sec/Treas. Weixel seconded. Motion Carried.		
McDowell Dam				
Low Level drawdown	The gate is on installed, operated and tested. Final billing will be coming shortly, Eng. Gunsch noted that the invoice is slightly higher then what was estimated.		Weixel, Gunsch	Complete
Water Permit Application	Still on hold.			
Appraisal – Mr. Aberle	Eng. Gunsch noted he spoke to Mr. Aberle and discussed the appraisal process with Mr. Bachmeier.		Weixel, Gunsch, Larson	
Appraisal – McDowell Dam Property	Not completed yet.			
Strategic Plan:	On hold.			
Breach Overlay:	Eng. Gunsch noted a meeting was held on this for McDowell Dam for the Emergency Action Plan.			
Emergency Action Plan update:	Chairman Reep discussed possibly having an exercise on this – it would be driven by the Emergency Management, but we would be expected to participate. Will keep dialogue open at this time.			
Misc.	Greg Smith noted he is working on the Annual report for McDowell			

Agenda Items	Discussion	Board Action	Responsible Party	Due Date
	Dam and asked for marketing ideas. Eng. Gunsch noted the Nationwide permit for bank stabilization has been approved.			
County Engineer Items:				
MRCC	Eng. Gunsch met with the MRCC on Friday, they are ok with the alignment and are looking at assistance with tree removal. Staking was done on Friday.			
Letter from Crowley Fleck	Discussion was held on the letter received from the Larson's attorney. Gwen Hubbard questioned why the Larson's have not been visited with by a member of the BCWRD board. Atty. Bliss noted that the board is required to open negotiations and to discuss with the Larson's as to the detriments to their property. The next step is for the board and the Larson's to get together to discuss the easements.		Larson, Bliss	
Alternative Easements:	Eng. Gunsch noted that a meeting was held with the homeowners. Currently we are looking at the Scout Drive route and also looked at a route that would go around the Larson's property. The cost is similar to the original alignment.	Vice Chair Larson moved that we have HEI do the survey so that we have options open for bidding and for negotiation purposes that we have it. Mgr. Detwiller seconded. Motion Carried.		
Comments from members of the public:	No comments.			
Financial Report	End of December financials were reviewed.			
Update Budget	An updated budget was included to include the MRCC monies.		Weixel	
Funds for Fox Island	Discussed paying the invoices from that fund at the time they are submitted..	Weixel moved that we transfer the funds out of the money market for Fox Island bills as they are received. Larson seconded. Motion Carried.	Weixel, Livdahl	
Audit	The audit has been scheduled for March 21 st .		Weixel, Livdahl	3-21-16

Agenda Items	Discussion	Board Action	Responsible Party	Due Date
Commercial Blanket Bond		Larson moved to approve the blanket bond, Mgr. Detwiller seconded. Motion Carried.		
Approval of Bills:	Gordon reviewed the bills in the amount of \$84,827.73. Chairman Reep noted that the Hay Creek/Pebble Creek is paid by BCWRD but upon completion the Bismarck Parks and Rec and City of Bismarck will reimburse. The landowners have already paid their portion.	Weixel moved to approve the bills. Mgr. Detwiller seconded. Motion Carried.		
Dakota Prairie RC&D:	Discussed participation in the RC&D. It was noted that the annual fee of \$100 as a member is ok, we just did not want to pay the voting member rate.	Mgr. Detwiller moved to approve the \$100 annual dues, Larson seconded. Motion Carried.		
Drainage Complaints				
James Leuwer	Remove from agenda			
Eldin Spier/UTTC				
Arnold Schieve:	Mr. Schieve was not present and also did not complete the drainage complaint form. No action taken.			
Projects:				
Hogue Island				
Update on Lot Sale	Atty Bliss noted that we received the 4 th purchase agreement back. Due to the switch of the Chairman's, Chairman Reep will need to sign this.	Reimbursement to the SWC will be sent after the monies are received and the costs taken out, at that point we will reimburse the SWC the 75/25 split. Mgr. Detwiller provided a report to the Burleigh County Commissioners in December, and will provide another report once complete.	Detwiller, Bliss	February
Burnt Creek				
Update:	The gates have been installed.	Once finalized, submit to SWC for cost share.	Gunsch, Reep	
Bonding and Fund Reimbursements.	Mgr. moved to approve the bonding	Larson - motion to review bond - recall. Dave	Gunsch, Reep	

Agenda Items	Discussion	Board Action	Responsible Party	Due Date
	documents, Beck seconded. A roll call vote was taken. Motion carried unanimously.	noted that it is important to specify the board approves the resolution and secondly approves the issuance of the bond. Larson moved to amend his motion to approve the resolution authorizing the issuance of the \$360,000 Refunding Improvement bond and to approve the Resolution creating the fund of an improvement district, Beck moved to second amendment. A roll call vote was taken. Motion carried unanimously.		
SWC Cost Share	This project is eligible for additional cost share to the costs being higher than what was originally submitted.	Detwiller moved to authorize Eng. Gunsch, HEI to secure cost share, Weixel seconded. Motion Carried.	Gunsch	
Weisz & Sons	The change order for the gate installation was submitted in the amount of \$34,604.00. This amount will be eligible for SWC cost share.	Weixel moved to approve the invoice, Detwiller seconded. Motion Carried.		
Hay Creek/Pebble Creek				
Monitoring and Evaluation:	Currently measuring the slope movement, borings were put in.		Gunsch, Weixel	
Fox Island				
Public Information Meeting	Mgr. Larson noted they met with the Fox Island Homeowners Association on Sunday night to present the project and answer questions.	Eng. Gunsch noted the board has the ability for O&M assessment and we will need to see how much this will be.	Gunsch, Larson	
<i>9:00 a.m. Commissioner Jones arrived Break taken, reconvened at 9:09 a.m.</i>				
Old Business				
Policy Manual	Michael will be distributing copies to the portfolio holders for their review.		Gunsch	
Missouri River Setback (City/County)	The City of Bismarck resolution is on hold for now. Noted 14 lots would be impacted by this resolution.	Ray Ziegler was present and noted this was placed on the Burleigh County Planning Commission meeting agenda for Jan. 13 th . No action will be taken at that time. Mgr. Detwiller will attend the meeting.	Detwiller	1/13/16

Agenda Items	Discussion	Board Action	Responsible Party	Due Date
New Business				
Flood Plain Ordinance Position Statement.		Not formalized at this point.		
Office of the State Engineer – new form for drainage complaints.	Discussed adopting this as our official form. Chairman Reep discussed the form they use for Ward County.	Atty. Bliss will review the current forms and Ward County form and we will discuss next meeting.	Bliss	February
Correspondence				
Next Meeting:	February 9 th , 2016	Mgr. Larson will not be present.		

Meeting adjourned at 9:21 a.m.

Mona Livdahl

Mona Livdahl, BCWRD Admin. Secretary

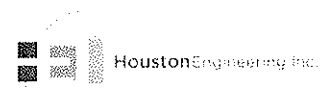
Members of the Public in Attendance

Date: Jan. 12, 2016

PLEASE PRINT

[illegible]

Final Payment Memorandum



To: Gordon Weixel, Manager - Burleigh County Water Resource District
From: Travis Johnson, PE; Michael H. Gunsch PE
Houston Engineering, Inc.
Subject: McDowell Dam Gate Replacement
Date: January 29, 2016
Project: HEI No. 1032-100

PROJECT SUMMARY

The gate replacement at the outfall structure of McDowell Dam has been accomplished and we have received the final pay request from Veit to perform the work.

The gate replacement at McDowell Dam was a difficult piece of work requiring a significant amount of preparation work including the inspection dive and construction of a working platform on the concrete outfall structure. Due to the nature of the work and the depth of water involved, safety was a high priority. The work was also difficult due to the cold temperatures, confined spaces and very limited visibility. With all of these factors, Veit was unable and unwilling to provide a firm quote to perform the work and everything was done on a time and materials basis. The original estimate was given with fair warning that there are many unknowns. One factor affecting the amount of time required to perform the work is that the lake had frozen over and they were not able to work from the barge. Upon reviewing the timeframe for work completion. We did not see any significant delays that would have changed the circumstances and the time to complete. There was some time from when the gate was delivered to when Veit mobilized on site. This may have given some opportunity to start a little bit earlier, but we were informed that when the gate was delivered, ice had already started forming on the fringes of the lake, so we do not feel that it would have made a significant difference as Veit would still not have wanted to use their barge in the icing conditions. If anything, the several inches ice that had formed when they began the work gave them a solid surface to work from.

While the final cost to install the gate was significantly above the original projection, we do not believe there was much that could be done to mitigate to reduce these costs. There were no reductions or simplifications that could have been put in place, and the time spent is what was required to perform the work safely and correctly. When the work was approximately half done, it became apparent it was taking much longer than anticipated, but at that time it was not feasible to halt the project or explore options other than to complete the work. Due to the difficult and dangerous nature of performing work in 35 feet of water with very little visibility in freezing conditions, there are few, if any, other contractors who complete this type of work. Another item that was not included in their quote was the rental for a crane to install, which would have been the BCWRD's cost. This was not required therefore, those costs were essentially moved to Viet with the install of their system over the inlet, and there were no costs charged for the materials for the construction of that system or the barge that was mobilized to the site but not used.

The original estimate was that the work would take from 4 to 7 working days. In the end, it took 11 working days including setup and teardown. In conclusion, after reviewing the final pay request we found to be fair and reasonable, based on our observation of the work as completed, therefore we recommend payment as presented.

PROJECT SCHEDULE

The following is a quick recap of the timeframe for the project:

- 6/25/15 – Original estimate received from Veit to perform the work. Conditions of the agreement are reviewed and considered, corrections needed in Owner's information.
- 7/31/15 – Revised agreement received with corrections made.
- 8/11/15 – Service Agreement signed by Terry Fleck to perform the work, effectively giving Veit a Notice to Proceed.
- 8/20/15 – Initial gate submittal received.
- 8/21/15 – Comments returned on gate submittal – for correction.
- 9/8/15 – Revised gate submittal received
- 9/11/15 – Gate submittal approved, stamped and returned to Veit
- 9/25/15 – Inspection dive by Veit to view the structure and verify dimensions.
- 11/16/15 – Gate is delivered to McDowell Dam Recreation Area. Installation to be accomplished after Thanksgiving holiday. McDowell Dam seeing ice conditions on the lake the last week in November.
- 12/13/15 – Veit mobilized on site to begin installation of gate and worked until 12/22/15.
- 12/22/15 – Veit leaves site for Christmas break.
- 1/6/16 – Veit on site to resume work.
- 1/8/16 – Work completed and Veit mobilized off site.

Projected Cost Range	=	\$35,000 to \$50,000 (including the gate)
Prior Payments	=	\$ 4,743.75 (Inspection Dive)
	=	<u>\$ 67,277.21 (Installation Cost)</u>
Veit Subtotal		\$ 72,020.96
Gate Cost		<u>\$ 9,456.25</u>
Total Project Cost		<u>\$ 81,477.21</u>

McDowell Dam Gate Replacement
Veit & Company, Inc.

Auth #	Pay Request #1					Auth Total	PR Total
	Date:	Item	Unit	Quantity	Cost	Total	
	9/24/2015	Mobilization	LS	1	\$2,400.00	\$2,400.00	
	9/25/2015	3 Man Dive Crew	Hr	5	\$468.75	\$2,343.75	
							\$4,743.75
	Pay Request #2						
	12/18/2015	Aquanox Water Control Gate	LS	1	\$9,456.25	\$9,456.25	
							\$9,456.25
	Pay Request #3						
1	12/13/2015	Mobilization	LS	1	\$3,460.00	\$3,460.00	
1	12/13/2015	Materials	LS	1	\$2,081.68	\$2,081.68	\$5,541.68
2	12/14/2015	4 Man Dive Crew	Hr	8	\$622.50	\$4,980.00	\$4,980.00
3	12/15/2015	4 Man Dive Crew	Hr	8	\$622.50	\$4,980.00	\$4,980.00
4	12/16/2015	4 Man Dive Crew	Hr	8	\$622.50	\$4,980.00	\$4,980.00
5	12/17/2015	4 Man Dive Crew	Hr	8	\$622.50	\$4,980.00	\$4,980.00
6	12/18/2015	4 Man Dive Crew	Hr	8	\$622.50	\$4,980.00	
6	12/18/2015	4 Man Dive Crew OT	Hr	1.5	\$785.00	\$1,177.50	\$6,157.50
7	12/19/2015	4 Man Dive Crew OT	Hr	9.75	\$785.00	\$7,653.75	\$7,653.75
8	12/21/2015	4 Man Dive Crew	Hr	8	\$622.50	\$4,980.00	
8	12/21/2015	4 Man Dive Crew OT	Hr	1.25	\$785.00	\$981.25	\$5,961.25
9	12/22/2015	4 Man Dive Crew	Hr	8	\$622.50	\$4,980.00	
9	12/22/2015	Tool Rental (Compressor)	LS	1	\$551.13	\$551.13	\$5,531.13
10	1/6/2016	4 Man Dive Crew	Hr	8	\$622.50	\$4,980.00	
10	1/6/2016	4 Man Dive Crew OT	Hr	0.5	\$785.00	\$392.50	\$5,372.50
11	1/7/2016	4 Man Dive Crew	Hr	8	\$622.50	\$4,980.00	
11	1/7/2016	4 Man Dive Crew OT	Hr	0.25	\$785.00	\$196.25	
11	1/7/2016	Materials (SS Anchors)	LS	1	\$80.17	\$80.17	\$5,256.42
12	1/8/2016	4 Man Dive Crew	Hr	8	\$622.50	\$4,980.00	
12	1/8/2016	4 Man Dive Crew OT	Hr	0.5	\$785.00	\$392.50	
12	1/8/2016	Materials (Allthread)	LS	1	\$84.44	\$84.44	
12	1/8/2016	Equipment (Compressor)	LS	1	\$426.04	\$426.04	\$5,882.98
							\$67,277.21
						Total Cost:	\$81,477.21

From: Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374
763-428-2242

Invoice

Bill to: Burleigh County Water Resource District
1811 E. Thayer Ave
Bismarck, ND 58501

Ship to: Burleigh County Water Resource
1811 E. Thayer Ave
Bismarck, ND 58501

Cust #	Customer Ref	Invoice #	Invoice Date	Due Date	Disc Date	Terms
366421		150283-In1	10/9/2015	11/8/2015		Net 30 Days

Line	Description	Contract	Item	Unit Price	Quantity	Amount
1	McDowell Dam	150283	1			4,743.75

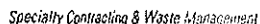
*For work completed at McDowell Dam
Sept 24-25, 2015
Attn: Michael Gunsch*

Notes:

For questions regarding this invoice call Jodie at 763-428-9592.

Total	\$4,743.75
Sales Tax	
Less Disc	
Less Retainage	
Total Due	\$4,743.75

A service charge of 1.5% per month (18% annual percentage rate) will be added to any balance or portion thereof due in excess of 30 days.



EXTRA WORK AUTHORIZATION

•

Owner/Contractor	Burleigh County Water Resource District	Date:	9/24/2015
Client Rep:	Travis Johnson	Project Location	Bismark, ND
Client Onsite Rep:	Travis Johnson	Veit Project Manager	Adam Vandenhouten
Client PO/WO Number		Veit Job Number	150283

Equipment/Operator

Equip #	Description	Hours	Unit cost	Amount
		\$ -	\$ -	-
		\$ -	\$ -	-
		\$ -	\$ -	-
		\$ -	\$ -	-
		\$ -	\$ -	-
		\$ -	\$ -	-
		\$ -	\$ -	-
Total Equipment Cost			\$	-

Labor

Quantity	Description	Hours	Unit Cost	Amount
1	Mobilization of 3 man crew	1	\$ 2,400.00	\$ 2,400.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			Total Labor Cost	\$ 2,400.00

Material/Other

P.O. / Invoice #	Vendor	Quantity	Unit Cost	Amount
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			Total Material Cost \$	\$

Trucking

Broker	Truck Type	Labor/Trucking	Hours	Loads	Unit Cost	Amount
		\$	-		\$	-
		\$	-		\$	-
		\$	-		\$	-
		\$	-		\$	-
		\$	-		\$	-
		\$	-		\$	-
		Total Trucking Cost \$			\$	-

Description of work

Work Authorized and approved by: (Please Print)

Cost Summary

Client Representative

Equipment \$ \$ _____.

Client Phone Number

Labor \$	\$	2,400.0
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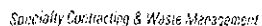
Material/Other \$ \$.

Labor/Trucking \$ \$.

Veit Representative

Total Daily Cost	\$	2,400.0
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5



EXTRA WORK AUTHORIZATION

2

Description of work

Work Authorized and approved by: (Please Print)	Cost Summary
	Equipment \$ \$
Client Representative	Labor \$ \$ 2,343.75
	Material/Other \$ \$
Client Phone Number	Labor/Trucking \$ \$
Volt Representative	Total Daily Cost \$ 2,343.75

15

From : Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374
763-428-2242

Invoice

Bill to: Burleigh County Water Resource District
1811 E. Thayer Ave
Bismarck, ND 58501

Ship to: Burleigh County Water Resource
1811 E. Thayer Ave
Bismarck, ND 58501

Cust #	Customer Ref	Invoice #	Invoice Date	Due Date	Disc Date	Terms
366421		150283-In2	12/18/2015	1/17/2016		Net 30 Days

Line	Description	Contract	Item	Unit Price	Quantity	Amount
1	McDowell Dam	150283	1			9,456.25

*For work completed at McDowell Dam
Attn: Michael Gunsch
Aquanox Water Control Gate
Quantity - 1*

Notes:

For questions regarding this invoice call Jodie at 763-428-9592.

Total	\$9,456.25
Sales Tax	
Less Disc	
Less Retainage	
Total Due	\$9,456.25

A service charge of 1.5% per month (18% annual percentage rate) will be added to any balance or portion thereof due in excess of 30 days

From : Veit & Company, Inc.
 14000 Veit Place
 Rogers, MN 55374
 763-428-2242

FINAL
Invoice

Bill to: Burleigh County Water Resource District
 1811 E. Thayer Ave
 Bismarck, ND 58501

Ship to: Burleigh County Water Resource Dist
 1811 E. Thayer Ave
 Bismarck, ND 58501

Cust #	Customer Ref	Invoice #	Invoice Date	Due Date	Disc Date	Terms
366421		150283-In3	1/25/2016	2/24/2016		Net 30 Days

Line	Description	Contract	Item	Unit Price	Quantity	Amount
1	McDowell Dam	150283	1			67,277.21

*For work completed at McDowell Dam
 Attn: Michael Gunsch
 See attached documents
 12-13-15 to 1-8-16*

2/2/2016

Notes:

For questions regarding this invoice call Jodie at 763-428-9592

Total	\$67,277.21
Sales Tax	
Less Disc	
Less Retainage	
Total Due	\$67,277.21

A service charge of 1 5% per month (18% annual percentage rate) will be added to any balance or portion there of due in excess of 30 days

127

From : Veit & Company, Inc.
 14000 Veit Place
 Rogers, MN 55374
 763-428-2242

Invoice

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 1811 E. Thayer Ave
 Bismarck, ND 58501

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Less Retainage	
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18



14000 Veit Place
Rogers, MN 55374
763-428-2242 Voice
763-428-8348 Fax

Specialty Contracting & Waste Management

EXTRA WORK AUTHORIZATION

1

Owner/Contractor	Burleigh County Water Resource District	Date:	12/13/2015
Client Rep:	Travis Johnson	Project Location	Bismark, ND
Client Onsite Rep:	Travis Johnson	Veit Project Manager	Adam Vandenhouten
Client PO/WO Number	Signed Agreement	Veit Job Number	150283

Equipment/Operator

Equip #	Description	Hours	Unit cost	Amount
			\$ -	\$ -
			\$ -	\$ -
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			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Equipment Cost			\$	-

Labor

Quantity	Description	Hours	Unit Cost	Amount
1	Mobilization of 4 man crew	1	\$ 3,460.00	\$ 3,460.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Labor Cost			\$	3,460.00

Material/Other

P.O. / Invoice #	Vendor	Quantity	Unit Cost	Amount
	Mid America Steel (bulkheads)	115%	\$ 591.08	\$ 679.74
	McMaster Carr (hardware for bulkheads)	115%	\$ 148.78	\$ 171.10
	McMaster Carr (hardware for gate install)	115%	\$ 1,070.30	\$ 1,230.85
			\$ -	\$ -
Total Material Cost			\$	2,081.68

Broker	Truck Type	Labor/Trucking	Trucking Hours	Loads	Unit Cost	Amount
					\$ -	\$ -
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Description of work

Work Authorized and approved by: (Please Print)

Cost Summary

Client Representative

Equipment \$ \$ -

Client Phone Number

Labor \$ \$ 3,460.00

Material/Other \$ \$ 2,081.68

Labor/Trucking \$ \$ -

Veit Representative

Total Daily Cost \$ 5,541.68



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Specialty Contracting & Waste Management

EXTRA WORK AUTHORIZATION

2

Owner/Contractor	Burleigh County Water Resource District	Date:	12/14/2015
Client Rep:	Travis Johnson	Project Location	Bismark, ND
Client Onsite Rep:	Travis Johnson	Veit Project Manager	Adam Vandenhouten
Client POWO Number	Signed Agreement	Veit Job Number	150283

Equipment/Operator

Equip #	Description	Hours	Unit cost	Amount
			\$ -	\$ -
			\$ -	\$ -
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			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Equipment Cost			\$	-

Labor

Quantity	Description	Hours	Unit Cost	Amount
1	4 man dive crew (reg hours)	8	\$ 622.50	\$ 4,980.00
1	4 man dive crew (OT hours)		\$ 785.00	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Labor Cost			\$	4,980.00

Material/Other

P.O. / Invoice #	Vendor	Quantity	Unit Cost	Amount
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Material Cost			\$	-

Trucking

Broker	Truck Type	Labor/Trucking	Hours	Loads	Unit Cost	Amount
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Total Trucking Cost					\$	-

Description of work

Work Authorized and approved by: (Please Print)

Cost Summary

Client Representative

Equipment \$ \$ -

Client Phone Number

Labor \$ \$ 4,980.00

Material/Other \$ \$ -

Labor/Trucking \$ \$ -

Veit Representative

Total Daily Cost \$ 4,980.00

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Specialty Contracting & Waste Management

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EXTRA WORK AUTHORIZATION

3

Owner/Contractor	Burleigh County Water Resource District	Date:	12/15/2015
Client Rep:	Travis Johnson	Project Location	Bismark, ND
Client Onsite Rep:	Travis Johnson	Veit Project Manager	Adam Vandenhouten
Client POWO Number	Signed Agreement	Veit Job Number	150283

Equipment/Operator

Equip #	Description	Hours	Unit cost	Amount
			\$ -	\$ -
			\$ -	\$ -
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			\$ -	\$ -
			\$ -	\$ -
Total Equipment Cost			\$	-

Labor

Quantity	Description	Hours	Unit Cost	Amount
1	4 man dive crew (reg hours)	8	\$ 622.50	\$ 4,980.00
1	4 man dive crew (OT hours)		\$ 785.00	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Labor Cost			\$	4,980.00

Material/Other

P.O. / Invoice #	Vendor	Quantity	Unit Cost	Amount
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Material Cost			\$	-

Trucking

Broker	Truck Type	Labor/Trucking	Hours	Loads	Unit Cost	Amount
					\$ -	\$ -
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					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Total Trucking Cost					\$	-

Description of work

Work Authorized and approved by: (Please Print)

Cost Summary

Client Representative

Client Phone Number

Veit Representative

Equipment \$ \$ -

Labor \$ \$ 4,980.00

Material/Other \$ \$ -

Labor/Trucking \$ \$ -

Total Daily Cost \$ 4,980.00

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EXTRA WORK AUTHORIZATION

4

Owner/Contractor	Burleigh County Water Resource District	Date:	12/16/2015
Client Rep:	Travis Johnson	Project Location	Bismark, ND
Client Onsite Rep:	Travis Johnson	Veit Project Manager	Adam Vandenhouten
Client POWO Number	Signed Agreement	Veit Job Number	150283

Equipment/Operator

Equip #	Description	Hours	Unit cost	Amount
			\$ -	\$ -
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			\$ -	\$ -
			\$ -	\$ -
Total Equipment Cost			\$	-

Labor

Quantity	Description	Hours	Unit Cost	Amount
1	4 man dive crew (reg hours)	8	\$ 622.50	\$ 4,980.00
1	4 man dive crew (OT hours)		\$ 785.00	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Labor Cost			\$	4,980.00

Material/Other

P.O. / Invoice #	Vendor	Quantity	Unit Cost	Amount
			\$ -	\$ -
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			\$ -	\$ -
Total Material Cost			\$	-

Trucking

Broker	Truck Type	Labor/Trucking	Hours	Loads	Unit Cost	Amount
					\$ -	\$ -
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					\$ -	\$ -
Total Trucking Cost					\$	-

Description of work

Work Authorized and approved by: (Please Print)

Cost Summary

Client Representative

Client Phone Number

Veit Representative

Equipment \$ \$ -

Labor \$ \$ 4,980.00

Material/Other \$ \$ -

Labor/Trucking \$ \$ -

Total Daily Cost \$ 4,980.00

22



Specialty Contracting & Waste Management

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EXTRA WORK AUTHORIZATION

5

Owner/Contractor	Burleigh County Water Resource District	Date:	12/17/2015
Client Rep:	Travis Johnson	Project Location	Bismark, ND
Client Onsite Rep:	Travis Johnson	Veit Project Manager	Adam Vandenhouten
Client POWO Number	Signed Agreement	Veit Job Number	150283

Equipment/Operator

Equip #	Description	Hours	Unit cost	Amount
			\$ -	\$ -
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			\$ -	\$ -
Total Equipment Cost			\$	-

Labor

Quantity	Description	Hours	Unit Cost	Amount
1	4 man dive crew (reg hours)	8	\$ 622.50	\$ 4,980.00
1	4 man dive crew (OT hours)		\$ 785.00	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Labor Cost			\$	4,980.00

Material/Other

P.O. / Invoice #	Vendor	Quantity	Unit Cost	Amount
			\$ -	\$ -
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			\$ -	\$ -
Total Material Cost			\$	-

Trucking

Broker	Truck Type	Labor/Trucking	Hours	Loads	Unit Cost	Amount
					\$ -	\$ -
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					\$ -	\$ -
Total Trucking Cost					\$	-

Description of work

Work Authorized and approved by: (Please Print)

Cost Summary

Client Representative

Client Phone Number

Veit Representative

Equipment \$ \$ -

Labor \$ \$ 4,980.00

Material/Other \$ \$ -

Labor/Trucking \$ \$ -

Total Daily Cost \$ 4,980.00

813



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Specialty Contracting & Waste Management

EXTRA WORK AUTHORIZATION

6

Owner/Contractor	Burleigh County Water Resource District	Date:	12/18/2015
Client Rep:	Travis Johnson	Project Location	Bismark, ND
Client Onsite Rep:	Travis Johnson	Veit Project Manager	Adam Vandenhouten
Client PO/WO Number	Signed Agreement	Veit Job Number	150283

Equipment/Operator

Equip #	Description	Hours	Unit cost	Amount
			\$ -	\$ -
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			\$ -	\$ -
Total Equipment Cost			\$	-

Labor

Quantity	Description	Hours	Unit Cost	Amount
1	4 man dive crew (reg hours)	8	\$ 622.50	\$ 4,980.00
1	4 man dive crew (OT hours)	1.5	\$ 785.00	\$ 1,177.50
			\$ -	\$ -
			\$ -	\$ -
Total Labor Cost			\$	6,157.50

Material/Other

P.O. / Invoice #	Vendor	Quantity	Unit Cost	Amount
			\$ -	\$ -
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			\$ -	\$ -
Total Material Cost			\$	-

Trucking

Broker	Truck Type	Labor/Trucking	Hours	Loads	Unit Cost	Amount
					\$ -	\$ -
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					\$ -	\$ -
Total Trucking Cost					\$	-

Description of work

Work Authorized and approved by: (Please Print)

Cost Summary

Client Representative	Equipment \$	\$ -
Client Phone Number	Labor \$	\$ 6,157.50
	Material/Other \$	\$ -
	Labor/Trucking \$	\$ -
Veit Representative	Total Daily Cost	\$ 6,157.50

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Specialty Contracting & Waste Management

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EXTRA WORK AUTHORIZATION

7

Owner/Contractor	Burleigh County Water Resource District	Date:	12/19/2015
Client Rep:	Travis Johnson	Project Location	Bismark, ND
Client Onsite Rep:	Travis Johnson	Veit Project Manager	Adam Vandenhouten
Client PO/WO Number	Signed Agreement	Veit Job Number	150283

Equipment/Operator				
Equip #	Description	Hours	Unit cost	Amount
			\$ -	\$ -
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Total Equipment Cost			\$	-

Labor				
Quantity	Description	Hours	Unit Cost	Amount
1	4 man dive crew (reg hours)	0	\$ 622.50	\$ -
1	4 man dive crew (OT hours)	9.75	\$ 785.00	\$ 7,653.75
			\$ -	\$ -
			\$ -	\$ -
Total Labor Cost			\$	7,653.75

Material/Other				
P.O. / Invoice #	Vendor	Quantity	Unit Cost	Amount
			\$ -	\$ -
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			\$ -	\$ -
Total Material Cost			\$	\$ -

Trucking						
Broker	Truck Type	Labor/Trucking	Hours	Loads	Unit Cost	Amount
					\$ -	\$ -
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Total Trucking Cost					\$	\$ -

Description of work

Work Authorized and approved by: (Please Print)		Cost Summary	
		Equipment \$	\$ -
Client Representative		Labor \$	\$ 7,653.75
		Material/Other \$	\$ -
Client Phone Number		Labor/Trucking \$	\$ -
Veit Representative		Total Daily Cost \$	\$ 7,653.75

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EXTRA WORK AUTHORIZATION

8

Owner/Contractor	Burleigh County Water Resource District	Date:	12/21/2015
Client Rep:	Travis Johnson	Project Location	Bismark, ND
Client Onsite Rep:	Travis Johnson	Veit Project Manager	Adam Vandenhouten
Client PO/WO Number	Signed Agreement	Veit Job Number	150283

Equipment/Operator

Equip #	Description	Hours	Unit cost	Amount
			\$ -	\$ -
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			\$ -	\$ -
Total Equipment Cost			\$	-

Labor

Quantity	Description	Hours	Unit Cost	Amount
1	4 man dive crew (reg hours)	8	\$ 622.50	\$ 4,980.00
1	4 man dive crew (OT hours)	1.25	\$ 785.00	\$ 981.25
			\$ -	\$ -
			\$ -	\$ -
Total Labor Cost			\$	5,961.25

Material/Other

P.O. / Invoice #	Vendor	Quantity	Unit Cost	Amount
			\$ -	\$ -
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			\$ -	\$ -
Total Material Cost			\$	\$ -

Trucking

Broker	Truck Type	Labor/Trucking	Hours	Loads	Unit Cost	Amount
					\$ -	\$ -
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					\$ -	\$ -
Total Trucking Cost					\$	\$ -

Description of work

Work Authorized and approved by: (Please Print)

Cost Summary

Client Representative

Equipment \$ \$ -

Client Phone Number

Labor \$ \$ 5,961.25

Material/Other \$ \$ -

Labor/Trucking \$ \$ -

Veit Representative

Total Daily Cost \$ 5,961.25

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Specialty Contracting & Waste Management

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EXTRA WORK AUTHORIZATION

9

Owner/Contractor	Burleigh County Water Resource District	Date:	12/22/2015
Client Rep:	Travis Johnson	Project Location	Bismark, ND
Client Onsite Rep:	Travis Johnson	Veit Project Manager	Adam Vandenhouten
Client PO/WO Number	Signed Agreement	Veit Job Number	150283

Equipment/Operator

Equip #	Description	Hours	Unit cost	Amount
			\$ -	\$ -
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Total Equipment Cost			\$	-

Labor

Quantity	Description	Hours	Unit Cost	Amount
1	4 man dive crew (reg hours)	8	\$ 622.50	\$ 4,980.00
1	4 man dive crew (OT hours)		\$ 785.00	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Labor Cost			\$	4,980.00

Material/Other

P.O. / Invoice #	Vendor	Quantity	Unit Cost	Amount
	Rent All (tool compressor)	115%	\$ 479.24	\$ 551.13
			\$ -	\$ -
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Total Material Cost			\$	551.13

Broker	Truck Type	Labor/Trucking	Trucking Hours	Loads	Unit Cost	Amount
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					\$ -	\$ -
Total Trucking Cost			\$	\$		-

Description of work

Work Authorized and approved by: (Please Print)

Cost Summary

Client Representative

Equipment \$ \$ -

Client Phone Number

Labor \$ \$ 4,980.00

Material/Other \$ \$ 551.13

Labor/Trucking \$ \$ -

Veit Representative

Total Daily Cost \$ 5,531.13

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Specialty Contracting & Waste Management

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EXTRA WORK AUTHORIZATION

10

Owner/Contractor	Burleigh County Water Resource District	Date:	1/6/2016
Client Rep:	Travis Johnson	Project Location	Bismark, ND
Client Onsite Rep:	Travis Johnson	Veit Project Manager	Adam Vandenhouten
Client POWO Number	Signed Agreement	Veit Job Number	150283

Equipment/Operator				
Equip #	Description	Hours	Unit cost	Amount
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Total Equipment Cost			\$	-

Labor				
Quantity	Description	Hours	Unit Cost	Amount
1	4 man dive crew (reg hours)	8	\$ 622.50	\$ 4,980.00
1	4 man dive crew (OT hours)	0.5	\$ 785.00	\$ 392.50
			\$ -	\$ -
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Total Labor Cost			\$	5,372.50

Material/Other				
P.O. / Invoice #	Vendor	Quantity	Unit Cost	Amount
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			\$ -	\$ -
Total Material Cost			\$	-

Trucking						
Broker	Truck Type	Labor/Trucking	Trucking Hours	Loads	Unit Cost	Amount
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Description of work

Work Authorized and approved by: (Please Print)		Cost Summary	
		Equipment \$	\$ -
Client Representative		Labor \$	\$ 5,372.50
		Material/Other \$	\$ -
Client Phone Number		Labor/Trucking \$	\$ -
Veit Representative		Total Daily Cost \$	\$ 5,372.50

2.8



14000 Veit Place
Rogers, MN 55374
763-428-2242 Voice
763-428-8348 Fax

Specialty Contracting & Waste Management

EXTRA WORK AUTHORIZATION

11

Owner/Contractor	Burleigh County Water Resource District	Date:	1/7/2016
Client Rep:	Travis Johnson	Project Location	Bismark, ND
Client Onsite Rep:	Travis Johnson	Veit Project Manager	Adam Vandenhouten
Client POWO Number	Signed Agreement	Veit Job Number	150283

Equipment/Operator

Equip #	Description	Hours	Unit cost	Amount
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Equipment Cost			\$	-

Labor

Quantity	Description	Hours	Unit Cost	Amount
1	4 man dive crew (reg hours)	8	\$ 622.50	\$ 4,980.00
1	4 man dive crew (OT hours)	0.25	\$ 785.00	\$ 196.25
			\$ -	\$ -
			\$ -	\$ -
Total Labor Cost			\$	5,176.25

Material/Other

P.O. / Invoice #	Vendor	Quantity	Unit Cost	Amount
	Fastenal (SS anchors)	115%	\$ 69.71	\$ 80.17
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Material Cost			\$	80.17

Broker	Truck Type	Labor/Trucking	Trucking Hours	Loads	Unit Cost	Amount
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Total Trucking Cost					\$	-

Description of work

Work Authorized and approved by: (Please Print)

Cost Summary

Client Representative

Client Phone Number

Veit Representative

Equipment \$ \$ -

Labor \$ \$ 5,176.25

Material/Other \$ \$ 80.17

Labor/Trucking \$ \$ -

Total Daily Cost \$ 5,256.42

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Specialty Contracting & Waste Management

14000 Veit Place
Rogers, MN 55374
763-428-2242 Voice
763-428-8348 Fax

EXTRA WORK AUTHORIZATION

12

Owner/Contractor	Burleigh County Water Resource District	Date:	1/8/2016
Client Rep:	Travis Johnson	Project Location	Bismark, ND
Client Onsite Rep:	Travis Johnson	Veit Project Manager	Adam Vandenhouten
Client POWO Number	Signed Agreement	Veit Job Number	150283

Equipment/Operator

Equip #	Description	Hours	Unit cost	Amount
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Equipment Cost			\$	-

Labor

Quantity	Description	Hours	Unit Cost	Amount
1	4 man dive crew (reg hours)	8	\$ 622.50	\$ 4,980.00
1	4 man dive crew (OT hours)	0.5	\$ 785.00	\$ 392.50
			\$ -	\$ -
			\$ -	\$ -
Total Labor Cost			\$	5,372.50

Material/Other

P.O. / Invoice #	Vendor	Quantity	Unit Cost	Amount
	Fastenal (Allthread)	115%	\$ 73.43	\$ 84.44
	Tool Crib/Acme (Tool Compressor)	115%	\$ 370.47	\$ 426.04
			\$ -	\$ -
			\$ -	\$ -
Total Material Cost			\$	510.49

Broker	Truck Type	Labor/Trucking	Trucking Hours	Loads	Unit Cost	Amount
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Total Trucking Cost					\$	-

Description of work

Work Authorized and approved by: (Please Print)

Cost Summary

Client Representative	Equipment \$	\$ -
Client Phone Number	Labor \$	\$ 5,372.50
	Material/Other \$	\$ 510.49
	Labor/Trucking \$	\$ -
Veit Representative	Total Daily Cost	\$ 5,882.99

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3840 E. Rosser Ave
BISMARCK, ND 585013314
www.acmerents.com
701-258-1267 Phone

Status: Closed
Invoice #: 88256-2
Invoice Date: Fri 1/8/2016
Date Out: Wed 1/6/2016 9:29AM
Operator: Josh Baros
Terms: On Account

Customer #: 264074

VEIT & CO - PARENT ACCT

763-428-2242 Phone
763-428-8348 Fax

14000 VEIT PL
ROGERS, MN 55374 9583

PO #: 150283

Picked up by: Paul Fournier

Qty	UNIT NUMBER	Items	Ser#	Status	Returned Date	Price
1	441642	185 cfm Air Comp DSL Sullair	201308300029	Returned	Fri 1/8/2016 1:38PM	\$318.00
		Meter Out: 705.8 1day \$120.00 1week \$360.00 4weeks \$1,080.00	Meter In: 717.4 Total hours on meter: 11.6			

Please pay from this invoice.

Rental Contract

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

If equipment does not function properly notify lessor within 30 minutes of occurrence or no refund or allowance will be made. If this is a reservation, a reservation cancellation fee up to 1/2 of the total amount may be charged if reservation is cancelled within 72 hours of the scheduled "time and date out".

I certify that I have read and agree to all terms of this contract.

Signature: _____

Paul Fournier

Rental:	\$318.00
Damage Waiver:	\$31.80
Subtotal:	\$349.80
ND 6.50%:	\$20.67
Total:	\$370.47
Paid:	\$0.00
Amount Due:	\$370.47

OPEN MON-FRI 7:00 TO 5:30, SAT 8:00 - 5:30, CLOSED SUNDAY

Printed On Fri 1/22/2016 12:28PM

Software by Point-of-Rental Software www.point-of-rental.com

Modification # 2
Contract-Params.rpt (1)

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Fastenal Company
P.O Box 1286
Winona, MN 55987-1286

The store serving you is
1405 Airport Road

Bismarck, ND 58504
Phone #: (701)255-4408
Fax #: (701)255-4418

Packing Slip

Date 1/7/16 Reference No. NDBIS220963 Page 1
DUE DATE: 02/06/2016

Cust. No. NDBIS0890
Cust. P.O.
Job No. 150283
Sold To
VEIT & COMPANY
14000 VEIT PL
ROGERS, MN 55374-9306
763-428-2242; 763-428-8348(Fax)

Ship To

VEIT & COMPANY
14000 VEIT PLACE

Rogers, MN 55374
763-428-2242; 763-428-8348(Fax)

This Order and Document are subject to the "Terms of Purchase" posted on www.fastenal.com.

Line No.	Quantity Ordered	Quantity Shipped	Quantity Backorder	Description	Control No.	Part No.	Price / Hundred	Amount
1	20	20	0	S/S TRUBOLT 1/2X5.5 1/2" x 5 1/2" Trubolt[REG] 304 S/S Wedge Anchor	110172642	52062	292.9500	58.59 N
2	4	4	0	J-CLAMP 20ISSI 1/4ID 1-1/4"ID x 1/2"W x 0.030"Thk S/S Preformed Hose Clamp	120214932	61717	171.7500	6.87 N

Received By PAUL

Comments
Contact: KEVIN DARIN

Tax Exemption
No Exemption

ND

Subtotal	65.46
Shipping & Handling	0.00
State Tax	3.27
County Tax	0.33
City Tax	0.65
TOTAL USD	69.71

If you re-package or re-sell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection
No materials accepted for return without our permission.

X indicates part is a hazardous material

* indicates part was sold at a promotional or special discount price

An invoice will be mailed in approximately five days.
All discrepancies must be reported within 10 days.

Thank You !

0

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Fastenal Company
P.O Box 1286
Winona, MN 55987-1286

The store serving you is
1405 Airport Road

Bismarck, ND 58504
Phone #: (701)255-4408
Fax #: (701)255-4418

Packing Slip

Date 1/8/16 Reference No. NDBIS221036 Page 1
DUE DATE: 02/07/2016

Cust. No. NDBIS0890
Cust. P.O. 150283.
Job No.
Sold To
VEIT & COMPANY
14000 VEIT PL
ROGERS, MN 55374-9306
763-428-2242; 763-428-8348(Fax)

Ship To

VEIT & COMPANY
14000 VEIT PLACE

Rogers, MN 55374
763-428-2242; 763-428-8348(Fax)

This Order and Document are subject to the "Terms of Purchase" posted on www.fastenal.com.

Line No.	Quantity Ordered	Quantity Shipped	Quantity Backorder	Description	Control No.	Part No.	Price / Hundred	Amount
1	8	8	0	TROD Z 1/2-13 X 6'	110182627	47165	790.8000	63.26 N
				1/2"-13 x 6 ft ASTM A307 Gr A Zinc Plated Low Carbon Steel Threaded Rod				
2	25	25	0	1/2"-13 FHNz 5	110186801	1136310	12.6100	3.15 N
				1/2"-13 Zinc Finish Grade 5 Finished Hex Nut				
3	25	25	0	1/2 USS F/W Z	110183018	1133012	10.1400	2.54 N
				1/2" x 1.375" OD Low Carbon Zinc Finish Steel USS General Purpose Flat Washer				

Received By paul

Comments

Contact: KEVIN DARIN

Tax Exemption

No Exemption

ND

Subtotal	68.95
Shipping & Handling	0.00
State Tax	3.45
County Tax	0.34
City Tax	0.69
TOTAL USD	73.43

If you re-package or re-sell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection
No materials accepted for return without our permission.

X indicates part is a hazardous material

* indicates part was sold at a promotional or special discount price

An invoice will be mailed in approximately five days.
All discrepancies must be reported within 10 days.

Thank You !

0

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McMASTER-CARR®

Invoice

630-600-3600
630-834-9427 (fax)
chi.sales@mcmaster.com

Billed to
VEIT & CO
14000 VEIT PL
ROGERS MN 55374-9306

Purchase Order	150283
Total	\$1,070.30
Invoice	44577935
Invoice Date	12/1/15
Payment Terms	2% 10, Net 30
Deduct \$21.03 on merchandise if paid by 12/11/15.	

Shipped to
Attention: Guest: Paul Fournier
Candlewood Inn & Suites
4400 Skyline Crossing
Bismark ND 58503

Mail Payment to McMaster-Carr
 PO Box 7690
 Chicago IL 60680-7690

Your Account 165636500

Adam Vandenhouten placed this order.

Line	Product	Ordered	Shipped	Balance	Price	Total
1	8694K155 Weather-Resistant Neoprene/EPDM/SBR Foam, Adhesive-Back, 1" Thick, 6" W, 25' L	2 Each	2	0	106.25 Each	212.50
2	97799A302 Type 316 Stainless Steel Stud Anchor for Concrete, 1/2" Diameter, 5-1/2" Length	100 Each	100	0	8.39 Each	839.00
Merchandise						1,051.50
Shipping						18.80
Total						\$1,070.30

Packing List	Shipped	Weight	Carrier	Tracking
3988466-01	12/1/15	48 lb	FedEx Priority	658105842093

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Invoice

630-600-3600
630-834-9427 (fax)
chi.sales@mcmaster.com

Billed to
VEIT & CO
14000 VEIT PL
ROGERS MN 55374-9306

Purchase Order	150283AV
Total	\$148.78
Invoice	45192487
Invoice Date	12/9/15
Payment Terms	2% 10, Net 30
Deduct \$2.81 on merchandise if paid by 12/19/15.	

Shipped to
Attention: Guest: Paul Fournier
Veit & Co
C/O Candlewood Suites
4400 Skyline Crossing
Bismarck ND 58503

Mail Payment to McMaster-Carr
 PO Box 7690
 Chicago IL 60680-7690

Your Account 165636500

Adam Vandenhouten placed this order.

Line	Product	Ordered	Shipped	Balance	Price	Total
1	4629K18 Brass Ball Valve with Lockable Lever Handle, 2" NPT Female Connection	2 Each	2	0	66.43 Each	132.86
2	44615K459 Standard-Wall Black Steel Threaded Pipe Nipple, 2 Pipe Size X 3" Length	2 Each	2	0	3.90 Each	7.80
Merchandise						140.66
Shipping						8.12
Total						\$148.78

Packing List	Shipped	Weight	Carrier	Tracking
4371798-01	12/9/15	11 lb	FedEx Priority	660774221018

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/1/2016

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).

PRODUCER The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279		CONTACT NAME: PHONE (A/C, No, Ext): 402-861-7000 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Academy of Model Aeronautics, Inc. &/or Affiliated &/or Associated Chartered Clubs, Chapters & Members Thereof 5161 E. Memorial Drive Muncie IN 47302		INSURER(S) AFFORDING COVERAGE INSURER A: Westchester Surplus Lines Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10172	

COVERAGES

CERTIFICATE NUMBER: 236403328

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.

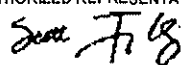
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	G22011534011	3/31/2016	3/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
	AUTOMOBILE LIABILITY <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 (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Excess Liability	Y	Y	G22011546011	3/31/2016	3/31/2017	Limits per Occ \$1,500,000 General Aggregate \$4,000,000

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

Burleigh County Water Resource is an additional insured, primary and non-contributing as respects to any additional insured site owner.
Location: 9840 17TH Ave. NE. Club: 407 MO Slope Model Aero Club Inc.

CERTIFICATE HOLDER

CANCELLATION

Burleigh County Water Resource 1811 E Thayer Ave 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 

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Mona Livdahl

From: Harley Kleemann [hkleemann@bis.midco.net]
Sent: Wednesday, February 3, 2016 12:51 PM
To: mona@midco.net
Subject: FW: Cancelled Certificate

From: Lois Mock [mailto:loism@modelaircraft.org]
Sent: Wednesday, February 03, 2016 12:27 PM
To: HKLEEMANN@BIS.MIDCO.NET
Subject: Cancelled Certificate

Per your voice mail message

We are sorry for the confusion. When AMA's insurance broker prepared the template for the 2016/2017 insurance certificates their system inadvertently re-issued all certificates that were on file from previous years. When they reversed/canceled that action, the system automatically sent out cancellation notices for the 2016/2017 certificates to the email recipients on file using the standard message we include when emailing the actual certificates.

The brokerage firm noticed the issue as soon as it happened. They contacted AMA, and immediately sent a follow-up email to all of the email recipients explaining what happened. You should have received this message:

As preparations for the 2016/2017 Academy of Model Aeronautics renewal began, the entire Certificate listing was inadvertently released prior to the finalization of the renewal. These Certificates have not been verified as being correct. For this reason, the Certificates have been cancelled and you have received notice of this cancellation. Once the renewal policy has been finalized, Certificates will be sent out in a timely manner.

The current Certificate remains valid until March 31, 2016. There has not been any gap in coverage.

We sincerely apologize for any inconvenience or confusion that this may have caused.

Although the message included with the cancellation indicated that a copy was sent to your site owner, please rest assured that nothing was mailed to them.

Lois Mock
AMA Club Secretary
Safety/Member Benefits



Technical Memorandum

To: BCWRD, Missouri River Correctional Center
From: Michael H. Gunsch, PE - Senior Project Manager
Houston Engineering, Inc.
Subject: Missouri River Correctional Center Project Development Meeting
Date: January 8, 2016
Project: HEI No. 6025-012

The following items were discussed during the project meeting and reflect either a level of concurrence or action items by the participants.

1. There is a gate located at the entrance to the MRCC properties on the main access roadway. This gate has rarely been used and would be removed and placed in a location agreed to by MRCC. It will not be reinstalled.
2. There is a power pole in the area of the signage to the facility. The pole and the sign very likely will need to be removed and then reinstalled.
3. There was discussion regarding the use of gravel versus asphalt pavement on the roadway. It was noted that if funding were adequate asphalt would be desired. HEI will look at the cost for a typical asphalt surfacing similar to what was placed on 48th Avenue, however it is doubtful the project could support the installation and added cost.
4. Drainage at the entrance and within the MRCC property was discussed. A culvert and control gate would be placed at the entrance and in other areas with drainage along the natural path into the irrigated cropland.
5. MRCC requested the installation of approaches at all current locations that have access off the existing roadway. This will require the consideration of access gradients, expanded turning radius to accommodate truck movement and culverting where necessary.
6. It was noted that there are materials stockpiled near the roadway that will need to be relocated. MRCC will move these materials from the projected construction limits.
7. It was noted that there is an existing barn in the way of the proposed levee. MRCC has plans to remove this structure within the next few weeks so it will not be an issue for construction.
8. A rock symbol was noted on the ground under the proposed levee alignment near the designated worship areas. This symbol can be removed as part of the construction and does not need to be saved or replaced.
9. The garden area roadway top width would be around 15 to 16 feet to accommodate current uses. The surfacing would be 4" of gravel.

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10. There will be a new gate installed at the end of the garden roadway to replace the existing gate. Fencing along the way will need to be removed and replaced with new fencing materials.
11. There was discussion regarding the MRCC's summer uses and the grazing of sheep within the properties. It was noted that with ongoing construction and fence removal and relocation this use was problematic. MRCC will inform the person who typically grazes this area that it is not going to occur in 2016, to avoid construction conflicts and coordination issues.
12. HEI will share the type of fencing and location for the installation for MRCC review and approval. The existing fence materials will be removed and salvaged, but not reinstalled. All new materials will be used in the reinstallation.
13. It was noted that if MRCC wanted signage for property boundary notice, trespassing, etc.... they should let HEI know so it could be incorporated and installed with the project. Or in the alternative the signs can be purchased and provided under the project with MRCC installing.
14. It was noted that bollards and potentially other preventive measures would be installed at any access points to prevent ATV use and entrance.
15. There would be a location off Scout Drive where an open corridor for truck and equipment access through the trees will need to be created for project construction. These will be determined along with the selection of the final alternative on the north side of the project.
16. Scout Drive will be required and used as a temporary access site for equipment or it could be the location for the levee connection. The final route in this location is still under review.
17. There will be requirements noted in the specifications regarding the contractor's access and staffing on site from onsite supervision to truck drivers. These will be coordinated with MRCC and a roster of personnel provided.
18. Discussion regarding the removal of trees. MRCC agreed that if marked that they would be willing to coordinate the removal of the trees to around 3 to 4 feet above ground. The removal of the stump and root base to be completed by the contractor.
19. The use and possible disposal of the trees was discussed. This included the option for log stockpile areas, chipping, firewood, removal from the site, and alternative uses in the new park. These remain to be finalized at this time.
20. MRCC will determine a suitable location for construction materials and equipment staging, and this location will be identified for inclusion in the plan set.

21. The MRCC noted that they have orders for over 10,000 sandbags for this spring and projected to sell around 45,000 annually. This use is not within the construction area, but was noted for coordination on the park project and access requirements.
22. Access to the facilities during construction was noted as a concern. The contractor will need to consider accommodations for truck traffic during construction. Staff and others will use the secondary access trail north of the main roadway, or otherwise coordinate with Contractor to maintain access at all times during construction.
23. It was noted that since the sheep were not going to be on site grazing this year that MRCC should consider contacting the local weed board or others for noxious weed control within the site during 2016.
24. A Pre-Bid meeting will be conducted on site prior to the bid which will be mandatory for all prospective bidders and encouraged for all subcontractors and suppliers.
25. Regarding the MRCC project fund contribution it was noted that they would prefer to release the funds as part of the pay request for the roadway construction. This would likely be part of the first several pay requests.
26. Site surveys continue to review the alternative alignments, which were discussed along with the landowner issues.
27. The easements for the MRCC properties will be prepared for each parcel. The parcel definition has some identified issues related to areas not being included in existing parcel.
28. Copies of the draft easement document will be provided to MRCC for consideration and review by legal counsel as they relate to construction, operation and maintenance.

Please notify us if there are any changes, revisions, clarifications or modifications required.

Attendees:

Greg Larson, BCWRD
Dave Krabbenhoft, MRCC
Rick Gardner, MRCC
James Saylor, MRCC
Loren Haid, MRCC
Travis Johnson, HEI
Nic Cullen, HEI



Houston Engineering Inc.



3712 LOCKPORT ST | BISMARCK, ND 58503

PAGE 1072

4/1



MISSOURI RIVER CORRECTIONAL CENTER FLOOD CONTROL LEVEE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that **(Insert Landowner Name Here)**, hereinafter referred to as "Grantor," for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE BURLEIGH COUNTY WATER RESOURCE DISTRICT**, its successors and assigns, hereinafter referred to as "Grantee," a permanent an easement over, upon and in the land hereinafter described for the purpose of laying, constructing and maintaining an earthen dike or levee for flood control for the purposes of protecting property from the waters of the Missouri River. Such easement shall expire at the end of ninety-nine (99) years from the date of execution, provided that Grantor, and its successors and assigns as owners of the parcel described herein, shall have the option upon the payment of Ten Dollars and other valuable consideration to Grantee, and its successors and assigns, to extend this easement for an additional ninety-nine (99) year term which expires in the year 2215. The property is required for a portion of the dike or levee to be constructed along the Missouri River or the Fox Island Oxbow as part of the Missouri River Correctional Center Flood Control Project, Bismarck, North Dakota. Said tract being more particularly described as follows:

(Insert Legal Description Here)

The said property is pictorially represented as **Parcel One** on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go upon said above described tract of land and do perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with the said earthen dike and customary appurtenances, or with the material for laying, maintaining, operating or repairing the same, in, over, or upon the above described premises, and Grantor expressly warrants and states that no buildings, trees or other obstacles of any kind shall be placed or located upon the tract. The installation of utilities, (e.g., irrigation lines, electrical lines, phone, etc...) are not allowed without written permission. Should such installations occur without permission the Grantee may have these removed, and assess any associated costs to the Grantor.

Exhibit "A"

Mona Livdahl

From: Michael Gunsch [mgunsch@houstoneng.com]
Sent: Thursday, February 4, 2016 10:04 AM
To: Krabbenhoft, Dave L.; Saylor, James P.; Gardner, Rick L.; lihaid@nd.gov
Cc: Greg Larson; Travis Johnson; Nic Cullen; Mona Livdahl; 'Reep, Dennis'; 'David Bliss'
Subject: RE: MRCC Project Meeting Summary
Attachments: MRCC Draft Easement Exhibits.pdf

Dave:

Attached is the first of two easement exhibits for the MRCC project.
This is the legal description for that portion on the south containing the roadway and the road past the garden area.
The second exhibit will cover the alignment to the north once that has been finalized on location.

Please have counsel review and advise as the State Engineer wants to have the easements in place before approving the construction permit.

Thanks,

Michael Gunsch
Principal / Senior Project Manager
Houston Engineering, Inc.
3712 Lockport St, Bismarck, ND 58503
O 701.323.0200 | F 701.323.0300 | C 701.527.2134
www.houstoneng.com

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From: Michael Gunsch
Sent: Thursday, January 14, 2016 9:09 AM
To: Krabbenhoft, Dave L. <dkrabben@nd.gov>; Saylor, James P. <jpsaylor@nd.gov>; Gardner, Rick L. <rlgardner@nd.gov>; 'lihaid@nd.gov' <lihaid@nd.gov>
Cc: Greg Larson <glarson@century21morrison.com>; Travis Johnson <tjohnson@houstoneng.com>; Nic Cullen <ncullen@houstoneng.com>; 'Mona Livdahl' <mona@midco.net>; 'Reep, Dennis' <Dennis.Reep@hdrinc.com>; 'David Bliss' <dbliss@blisslaw.com>
Subject: MRCC Project Meeting Summary

Good Morning All

See attached, if you have any additions or corrections, please advise.

Continuing the design process and work on easement documents/exhibits
Draft easement language is attached.

Site review on fencing and gates completed,
Survey of alignment options to be completed, - hope to have a final alignment soon.

Thanks,

 **Michael Gunsch**

EXHIBIT A

OWNER: MRCC

LEVEE EASEMENT

SECTION 19, T138N, R80W, BURLEIGH COUNTY, NORTH DAKOTA



LEGEND

IRON MONUMENT FOUND
IRON MONUMENT SET
MEASURED BEARING
MEASURED DISTANCE
CENTERLINE OF EASEMENT
PERMANENT EASEMENT

S59°27'46"E
105.00'

NOTE: ALL BEARINGS GIVEN ARE BASED ON N.D. STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



LEVEE EASEMENT EXHIBIT

PROJECT NO.
6025-012

SECT 19 T-138-N R-80-W
BURLEIGH CO., ND

SHEET
1 OF 3

01-29-15

H:\Bismarck\JBN\025-Burleigh Co. WRD\6025-012 MRCC Flood Control\CAD\Easements\MRCC EASEMENT EXHIBIT 8.5X11.4.dwg DBL 8.5X11.4-2/1/2016 1:47 PM (emcfali)

EXHIBIT A

OWNER: MRCC

LEVEE EASEMENT

SECTION 19, T138N, R80W, BURLEIGH COUNTY, NORTH DAKOTA

LEGAL DESCRIPTION OF LEVEE EASEMENT:

A 150 FOOT WIDE EASEMENT, OVER, UNDER AND ACROSS THAT PART OF SECTION 19, TOWNSHIP 138 NORTH, RANGE 80 WEST OF THE 5TH PRINCIPAL MERIDIAN. LYING 75.00 FEET NORTHERLY AND 75.00 FEET SOUTHERLY OF AND PARRALLEL WITH THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WHICH IS SOUTH 00 DEGREES 13 MINUTES 59 SECONDS WEST A DISTANCE OF 3.07 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 19 AND RUNNING THENCE NORTH 89 DEGREES 42 MINUTES 48 SECONDS WEST A DISTANCE OF 33.05 FEET TO THE BEGINNING OF A TANGITIAL CURVE CONCAVE TO THE LEFT (SOUTHWESTERLY) WITH A RADIUS OF 107.68 FEET. THENCE SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 43.42 FEET, THROUGH A CENTRAL ANGLE OF 23 DEGREES 06 MINUTES 09 TO THE END OF SAID CURVE, THENCE SOUTH 67 DEGREES 11 MINUTES 03 SECONDS WEST A DISTANCE OF 303.32 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE TO THE RIGHT (NORTHWESTERLY), WITH A RADIUS OF 506.90 FEET. THENCE NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 374.39 FEET THROUGH A CENTRAL ANGLE OF 42 DEGREES 19 MINUTES 05 SECONDS TO THE END OF SAID CURVE. THENCE NORTH 70 DEGREES 29 MINUTES 52 SECONDS WEST A DISTANCE OF 257.38 FEET TO THE BEGINNING OF A TANGENTIAL CURVE, CONCAVE TO THE RIGHT (NORTHWESTERLY), WITH A RADIUS OF 1,089.00 FEET. THENCE NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 293.79 FEET, THROUGH A CENTRAL ANGLE OF 15 DEGREES 27 MINUTES 25 SECONDS TO THE END OF SAID CURVE. THENCE NORTH 55 DEGREES 02 MINUTES 27 SECONDS WEST A DISTANCE OF 732.61 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE TO THE LEFT (NORTHWESTERLY) WITH A RADIUS OF 3,014.87 FEET. THENCE NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 350.40 FEET, THROUGH A CENTRAL ANGLE OF 6 DEGREES 39 MINUTES 33 SECONDS TO THE END OF SAID CURVE. THENCE NORTH 61 DEGREES 41 MINUTES 59 SECONDS WEST A DISTANCE OF 422.05 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE TO THE RIGHT (NORTHEASTERLY) WITH A RADIUS OF 182.62 FEET. THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 198.68 FEET, THROUGH A CENTRAL ANGLE OF 62 DEGREES 20 MINUTES 10 SECONDS TO THE END OF SAID CURVE. THENCE NORTH 00 DEGREES 38 MINUTES 11 SECONDS EAST A DISTANCE OF 355.34 FEET TO THE BEGINNING OF A TANGENTIAL CURVE, CONCAVE TO THE LEFT (NORTHWESTERLY) WITH A RADIUS OF 74.87 FEET. THENCE NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 69.54 FEET, THROUGH A CENTRAL ANGLE OF 53 DEGREES 12 MINUTES 42 SECONDS TO THE END OF SAID CURVE THENCE NORTH 52 DEGREES 34 MINUTES 31 SECONDS WEST A DISTANCE OF 307.69 FEET TO THE BEGINNING OF A TANGENTIAL CURVE, CONCAVE TO THE RIGHT (NORTHWESTERLY) WITH A RADIUS OF 749.42 FEET. THENCE NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 81.43 FEET, THROUGH A CENTRAL ANGLE OF 6 DEGREES 13 MINUTES 32 SECONDS TO THE END OF SAID CURVE. THENCE NORTH 46 DEGREES 20 MINUTES 59 SECONDS WEST A DISTANCE OF 729.32 FEET TO THE BEGINNING OF A TANGENTIAL CURVE, CONCAVE TO THE RIGHT (NORTHWESTERLY) WITH A RADIUS OF 200.00 FEET.



LEVEE EASEMENT EXHIBIT

PROJECT NO.
6025-012

SECT 19 T-138-N R-80-W
BURLEIGH CO., ND

SHEET
2 OF 3

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01-29-15

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EXHIBIT A

OWNER: MRCC

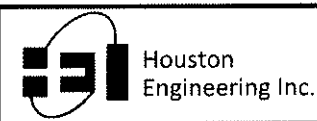
LEVEE EASEMENT

SECTION 19, T138N, R80W, BURLEIGH COUNTY, NORTH DAKOTA

LEGAL DESCRIPTION OF LEVEE EASEMENT (CONT.):

THENCE NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 50.88 FEET, THROUGH A CENTRAL ANGLE OF 14 DEGREES 34 MINUTES 35 SECONDS TO THE END OF SAID CURVE. THENCE NORTH 31 DEGREES 46 MINUTES 23 SECONDS WEST A DISTANCE OF 59.82 FEET TO THE BEGINNING OF A TANGENTIAL CURVE, CONCAVE TO THE LEFT (NORTHWESTERLY) WITH A RADIUS OF 531.30 FEET. THENCE NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 61.20 FEET, THROUGH A CENTRAL ANGLE OF 6 DEGREES 36 MINUTES 01 SECONDS TO THE END OF SAID CURVE. THENCE NORTH 38 DEGREES 22 MINUTES 24 SECONDS WEST A DISTANCE OF 71.49 FEET TO THE BEGINNING OF A TANGENTIAL CURVE, CONCAVE TO THE LEFT (NORTHWESTERLY) WITH A RADIUS OF 414.14 FEET. THENCE NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 42.22 FEET, THROUGH A CENTRAL ANGLE OF 5 DEGREES 50 MINUTES 28 SECONDS TO THE END OF SAID CURVE. THENCE NORTH 44 DEGREES 12 MINUTES 52 SECONDS WEST A DISTANCE OF 251.06 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE LEFT (NORTHWESTERLY) WITH A RADIUS OF 618.78 FEET. THENCE NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 106.96 FEET, THROUGH A CENTRAL ANGLE OF 9 DEGREES 54 MINUTES 15 SECONDS TO THE END OF SAID CURVE. THENCE NORTH 54 DEGREES 07 MINUTES 07 SECONDS WEST A DISTANCE OF 8.29 FEET TO THE BEGINNING OF A TANGENTIAL CURVE TO THE RIGHT (NORTHEASTERLY) WITH A RADIUS OF 12.00 FEET. THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 16.91 FEET, THROUGH A CENTRAL ANGLE OF 80 DEGREES 43 MINUTES 22 SECONDS TO THE END OF SAID CURVE. THENCE NORTH 26 DEGREES 36 MINUTES 15 SECONDS EAST A DISTANCE OF 40.08 FEET TO THE BEGINNING OF A TANGENTIAL CURVE, CONCAVE TO THE RIGHT (NORTHEASTERLY) WITH A RADIUS OF 130.12 FEET. THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 36.35 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 00 MINUTES 23 SECONDS TO THE END OF SAID CURVE. THENCE NORTH 42 DEGREES 36 MINUTES 38 SECONDS EAST A DISTANCE OF 585.84 FEET TO THE BEGINNING OF A TANGENTIAL CURVE, CONCAVE TO THE RIGHT (NORTHEASTERLY) WITH A RADIUS OF 130.12 FEET. THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 8.99 FEET, THROUGH A CENTRAL ANGLE OF 3 DEGREES 57 MINUTES 34 SECONDS TO THE END OF SAID CURVE. THENCE NORTH 46 DEGREES 34 MINUTES 12 SECONDS EAST A DISTANCE OF 829.86 FEET TO A POINT. THENCE NORTH 45 DEGREES 41 MINUTES 36 SECONDS EAST A DISTANCE OF 306.34 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19. SAID POINT ALSO BEING THE POINT OF TERMINUS FOR SAID SURVEY CENTERLINE.

THE ABOVE DESCRIBED EASEMENT CONTAINS 1,883,240 SQ FT (43.23 ACRES) MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD, IF ANY.



LEVEE EASEMENT EXHIBIT

PROJECT NO.
6025-012

SECT 19 T-138-N R-80-W
BURLEIGH CO., ND

SHEET
3 OF 3

01-29-15

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Burleigh County Water Resource District (BCWRD)
2016 Profit & Loss Budget vs. Actual
January 2016

	<u>Jan 16</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
31110 · Real Estate Tax	148,830.25	657,500.00	-508,669.75	22.64%
31810 · In Lieu of Tax	0.00	5,000.00	-5,000.00	0.0%
33610 · State Aid Distribution	0.00	60,000.00	-60,000.00	0.0%
33620 · Homestead Credit	0.00	4,000.00	-4,000.00	0.0%
33810 · Reimbursements				
33810-A · Missouri River Correctional	0.00	349,500.00	-349,500.00	0.0%
33810-C · Apple Valley Special Assessment	0.00	30,000.00	-30,000.00	0.0%
33810-D · Fox Island Flood Control	0.00	153,500.00	-153,500.00	0.0%
33810-E · Country Ridge/Creek	0.00	11,000.00	-11,000.00	0.0%
33810-G · Burnt Creek	12,880.03	539,890.00	-527,009.97	2.39%
33810-H · Hogue Island	0.00	120,000.00	-120,000.00	0.0%
Total 33810 · Reimbursements	12,880.03	1,203,890.00	-1,191,009.97	1.07%
36110 · Interest	119.14	100.00	19.14	119.14%
36210 · McDowell Dam Recreation Income	120.00	10,000.00	-9,880.00	1.2%
36215 · McDowell Dam Land Lease	0.00	2,700.00	-2,700.00	0.0%
36910 · Misc Revenue	0.00	2,700.00	-2,700.00	0.0%
Total Income	161,949.42	1,945,890.00	-1,783,940.58	8.32%
Gross Profit	161,949.42	1,945,890.00	-1,783,940.58	8.32%
Expense				
111 · Payroll Expenses	4,997.67	35,000.00	-30,002.33	14.28%
111A · Payroll Taxes	0.00	3,000.00	-3,000.00	0.0%
112 · Management Services				
113 · Accounting Services	0.00	3,000.00	-3,000.00	0.0%
112 · Management Services - Other	0.00	18,000.00	-18,000.00	0.0%
Total 112 · Management Services	0.00	21,000.00	-21,000.00	0.0%
114 · Audit	0.00	5,000.00	-5,000.00	0.0%
312 · Legal Fees	0.00	24,000.00	-24,000.00	0.0%
315 · Engineering Administration	0.00	24,000.00	-24,000.00	0.0%
328 · Liability Insurance	0.00	2,500.00	-2,500.00	0.0%
335 · Building Rent	0.00	2,000.00	-2,000.00	0.0%
341 · Travel	0.00	1,600.00	-1,600.00	0.0%
376 · Dues & Publications	0.00	4,000.00	-4,000.00	0.0%
411 · Office Supplies	0.00	2,500.00	-2,500.00	0.0%
904 · McDowell Dam				
904-A · Administrative Fee	2,813.43			
904 · McDowell Dam - Other	87,987.19	271,000.00	-183,012.81	32.47%
Total 904 · McDowell Dam	90,800.62	271,000.00	-180,199.38	33.51%
905 · McDowell Dam-Capital Improvemen	0.00	36,650.00	-36,650.00	0.0%
910 · Projects				
910B · Hogue Island	0.00	90,000.00	-90,000.00	0.0%
910D · MRCC	0.00	1,700,000.00	-1,700,000.00	0.0%
910G · Burnt Creek	34,704.00	35,000.00	-296.00	99.15%
910H · Fox Island	0.00	392,000.00	-392,000.00	0.0%

Burleigh County Water Resource District (BCWRD)
2016 Profit & Loss Budget vs. Actual
January 2016

	<u>Jan 16</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
910I · Apple Valley	0.00	30,000.00	-30,000.00	0.0%
Total 910 · Projects	34,704.00	2,247,000.00	-2,212,296.00	1.54%
911 · Misc	0.00	4,250.00	-4,250.00	0.0%
920 · Continuing Education	0.00	2,500.00	-2,500.00	0.0%
932 · City/County Watershed Planning	0.00	20,000.00	-20,000.00	0.0%
933 · Missouri River General Services	0.00	25,000.00	-25,000.00	0.0%
937 · Design/Special Assessment				
937G · Burnt Creek	0.00	7,500.00	-7,500.00	0.0%
Total 937 · Design/Special Assessment	0.00	7,500.00	-7,500.00	0.0%
940 · Operations & Maintenances				
940A · Burnt Creek Watershed	0.00	5,000.00	-5,000.00	0.0%
Total 940 · Operations & Maintenances	0.00	5,000.00	-5,000.00	0.0%
941 · Stream Gages	0.00	3,060.00	-3,060.00	0.0%
960 · Drainage Complaints	0.00	70,000.00	-70,000.00	0.0%
970 · Storm Water Management Plans	0.00	20,000.00	-20,000.00	0.0%
Total Expense	130,502.29	2,836,560.00	-2,706,057.71	4.6%
Net Income	<u>31,447.13</u>	<u>-890,670.00</u>	<u>922,117.13</u>	<u>-3.53%</u>

Jan 31, 16

ASSETS

Current Assets

Checking/Savings

American Bank Center Checking	235,559.33
Designated Reserve Funds	
Aero Club Rent	13.00
Apple Valley	19,000.00
Apple Valley Spec. Assessment	12,626.81
Brookfield Estates	2,377.34
Burnt Creek	115,000.00
Emergency Fund	95,037.13
Hogue Island	104,906.33
McDowell Rent	7,859.00
Designated Reserve Funds - Other	73.50
Total Designated Reserve Funds	356,893.11
Fox Island Flood Control	2,800,064.26
MRCC Money Market	1,074,963.65
Total Checking/Savings	<u>4,467,480.35</u>
Total Current Assets	<u>4,467,480.35</u>

BURLEIGH COUNTY WATER RESOURCE DISTRICT
McDowell Dam Revenue

Bismarck Parks & Recreation District
400 E. Front Ave
Bismarck, ND 58504

OCTOBER 1 - DECEMBER 31, 2015

Date Submitted: 1/26/2016

Boat Rentals	\$ 13,371.39
Cash Over/(Short)	3.68
Miscellaneous	82.00
Shelter Permits	3,490.00
Less: Refunds	<u>(70.00)</u>
 Total Revenue - Year to Date	 \$ 16,877.07
Less: Previous Revenue Reimbursement	<u>\$ (16,757.07)</u>
Total Revenue Due	<u><u>\$ 120.00</u></u>

BCWRD Invoices

2-9-16

Name	Project	Invoice	Amount
Bismarck Parks and Rec	December bill	4039	\$14,067.16
Bank of ND	Warrant Series 2012	3/1/2016	\$3,150.00
Bank of ND	Warrant Series 2013	3/1/2016	\$50.00
Bliss Law Firm	January	18765	\$4,758.20
Houston Engineering	General	28577	\$1,000.00
Houston Engineering	McDowell Dam	28576	\$2,691.13
Houston Engineering	Burnt Creek Floodway	28579	\$169.25
Houston Engineering	Missouri River Correctional (WO18/SA25)	28581	\$32,427.81
Houston Engineering	Hogue Island	28585	\$366.00
Houston Engineering	Fox Island Flood Control	28580	\$3,183.75
Houston Engineering	Drainage Complaints	28583	\$1,289.50
Houston Engineering	Missouri River Bank Stabilization	28584	\$879.50
Braun Intertec	Landslide Eval - Pebble Creek	B050875	\$5,926.00
Friends Of Lake Sakakawea	Membership Dues	2016	\$100.00
Veit	Gate Replacement - McDowell		\$76,733.46
Monte Leidenix	Crop Damage		\$9,212.07
Personalized Management	Secretarial/Accounting/Supplies		\$1,676.03

TOTAL: \$157,679.86

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4:37 PM

02/04/16

Burleigh County Water Resource District (BCWRD)
Vendor Balance Summary
All Transactions

	<u>Feb 4, 16</u>
Bank of North Dakota	3,200.00
Bismarck Parks & Rec	14,067.16
Bliss Law Firm	4,758.20
Braun Intertec Corporation	5,926.00
Friends of Lake Sakakawea	100.00
Houston Engineering	42,006.94
Monte Leidenix	9,212.07
Personalized Management Services	1,676.03
Veit & Company, Inc.	<u>76,733.46</u>
TOTAL	<u>157,679.86</u>



COMPLAINT FOR WATER-RELATED ISSUES
 OFFICE OF THE STATE ENGINEER
 SFN 60840 (11/2015)

Please submit to the water resource district in which the issue is located.
 Contact information for water resource districts is available online at swc.nd.gov

GENERAL INFORMATION

Ref: 2001 study by BCWRD (attached)

(1) This Complaint must include a map from an actual survey, aerial photo, or topographic map. The size of the map shall be at least 8½ by 11 inches and shall have a north arrow. If, in the opinion of the Water Resource District, the map does not contain enough information to properly evaluate the project, more information may be requested.

(2) The Complaint Is Regarding:

- ☐ Dam, Dike, Or Other Device (North Dakota Century Code (N.D.C.C.) § 61-16.1-53)
☐ Drainage (N.D.C.C. § 61-32-07)
☒ Obstruction To A Drain/Watercourse (N.D.C.C. § 61-16.1-51)

(3) Water issue is located in which Water Resource District (District)?

Burleigh County

(4) Legal Description

1/4

1/4

Section

NE

34

Township

140N

Range

80W

(5) Approximate Construction Date

NA

(6) Description of the issue

Drainage in Hay Creek south of the Hay Creek Pines Subdivision is obstructed or "silted in" significantly causing the water table to rise within the subdivision. The High water table is impacting the road condition, killing trees and causing numerous sump pump operations.

(7) Is your property impacted? ☒ Yes ☐ No

If Yes, number of acres impacted ~ 80 Acres

Please explain

1. Asphalt road is breaking up
2. Trees have died and continue to die each Spring
3. Significant frost heave of concrete slabs
4. Sump pump operates often.

Complaint Filed Against

Burleigh County

Complaint Filed By

Gary Christenson

Name (print)

Name (print)

Address

Address

9200 Oak Drive

City

State

ZIP Code

City

Bismarck

State

ND

ZIP Code

58503

Telephone Number (if known)

Telephone Number

701-400-8603

Complainant's Signature

Date

ADDITIONAL SHEETS MAY BE ATTACHED IF NECESSARY.

DAM, DIKE, OR OTHER DEVICE COMPLAINTS (N.D.C.C. § 61-16.1-53):

The District will determine if a landowner or tenant constructed a dam, dike, or other device without first securing a construction permit as required under N.D.C.C. § 61-16.1-38, or in conflict with the terms or conditions of a construction permit. North Dakota Administrative Code § 89-08-01-01 defines "other device" as "a water control structure, other than a dam or dike, including diversions and holding ponds, lagoons, or dugouts."

DRAINAGE COMPLAINTS (N.D.C.C. § 61-32-07):

Surface Drainage: The District will determine if a landowner or tenant constructed any surface drainage that impacts a watershed area of 80 acres or more without first securing a drainage permit as required under N.D.C.C. § 61-32-03, or in conflict with the terms or conditions of a drainage permit.

Tile Drainage: The District will determine if a landowner or tenant constructed or installed a tile or subsurface drainage system with a footprint of 80 acres or more without first securing a tile or subsurface permit as required under N.D.C.C. § 61-32-03.1, or in conflict with the terms or conditions of a tile or subsurface permit.

OBSTRUCTION TO DRAIN COMPLAINTS (N.D.C.C. § 61-16.1-51):

The District will determine if a landowner or tenant has intentionally or negligently caused an obstruction to a natural watercourse or drain.

The District must act pursuant to the appropriate code listed above. The District shall investigate and make a determination within a reasonable time (not to exceed 120 days for dams, dikes, other devices, or drains). The District shall notify all parties of its decision as required by code. If complained of activity was a dam, dike, other device, or drain, the District's decision may be appealed to the State Engineer within 30 days of the District's decision. If the complained of activity was an obstruction to drain, the District's decision may be appealed to District Court.

FOR DISTRICT USE ONLY

Date Received		Date Investigated	
Does the complainant have standing to file a complaint? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If No, why?			
Does the project have a Permit? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, Permit Number	Date Granted
Does the project meet a permitting exemption? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, which one?			
Project Construction Date		Revision Date (if any)	
District Action			
District Action Compliance Date	Project Owner Compliance Date		Decision Appeal Date
Subsequent Action			
District Chairman's Signature			Date Of Signature

ADDITIONAL SHEETS MAY BE ATTACHED IF NECESSARY.

55

Burleigh County Water Resource District

City/County Office Building - 221 North 5th Street
Bismarck, North Dakota 58501

Ken Royse, Chairman, Bismarck 258-1110
Bruce Lange, Secretary, Bismarck 328-2759
Harvey Melstad, Bismarck 222-4579
Francis Maher, Menoken 673-3161
Wayne Martinson, Bismarck 258-6451

December 18, 2001

FIELD(NAME)
FIELD(SUBDIVISION)
FIELD(LOT & BLOCK)
FIELD(ADDRESS)
FIELD(STREET, STATE, ZIP)

Re: Hay Creek Pines Subdivision and 26th Street NE
Preliminary Groundwater Assessment

Dear FIELD(NAME):

In June 2001 a number of citizens living in or near the Hay Creek Pines Subdivision as well as some living along 26th Street Northeast attended the regular monthly meeting of the Burleigh County Water Resource District (District). Their purpose was to inform the District regarding groundwater problems occurring within the Hay Creek Pines Subdivision and along a tributary to Hay Creek which crosses 26th Street Northeast to the southeast of this subdivision. In response to their concerns and request for assistance, the District authorized the completion of a preliminary study to assess the groundwater problems in these two areas. They also agreed to provide this report to the residents upon its completion. Enclosed is a copy of the completed report.

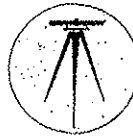
The District requests that you review the findings and conclusions contained in this report. Should the residents feel a need to discuss this issue further they are asked to file a written request with the District. It is also suggested the residents identify a personal representative or contact person for the subdivision. Upon receiving this written request a meeting date will be scheduled. It is anticipated this would occur during the regularly scheduled board meeting. Considering the nature of this issue, if a meeting is requested, in order to adequately assess the number of residences involved, a formal questionnaire may be sent to the residents to obtain additional background information prior to the hearing. This will also notify them regarding the date and time of the meeting to discuss this subject.

At this point the District does not intend to take any additional action on this matter.

Sincerely,

Ken Royse, Chairman

c: Michael H. Gunsch, P.E.
Swenson, Hagen & Co.



SWENSON, HAGEN & CO. P.C.

PLANNING CIVIL ENGINEERING SURVEYING
SITE DESIGN CONSTRUCTION MANAGEMENT

Hay Creek Pines Subdivision & 26th Street NE

Preliminary Groundwater Assessment

The Burleigh County Water Resource District (District) requested Swenson, Hagen & Co. to review and evaluate citizen complaints regarding groundwater problems within the Hay Creek Pines Subdivision, located in the NE1/4 of Section 34 Township 140 North, Range 79 West, north of Bismarck, see **Figure One**. This preliminary groundwater assessment is intended to address and/or answer the following questions:

1. Determine the potential regulatory issues and authorities associated with the existing dam and reservoir located west of the subdivision.
2. Determine the finished floor elevation for each residence, estimate basement floor elevations and then compare them to current water levels in the reservoir and any other notable locations where groundwater elevations can be determined. In addition projected costs shall be provided for a detailed groundwater assessment and monitoring program to assess the need and potential value of a groundwater control and/or removal system for this subdivision. This task included obtaining the names and addresses for all current residences. This list will be used to contact the residents or to provide them with copies of any reports that are completed.
3. Evaluate the possible connection or correlation of groundwater levels between the subdivision and water levels visible in a tributary to Hay Creek located to the southwest along 26th Street NE.

Item #1 - Existing Dam and Reservoir

Our survey of the private dam established the potential storage volume within this reservoir above current water levels. According to North Dakota State Water Commission representatives the North Dakota Century Code has been interpreted to read that a dam or structure which retains less than 12.5 acre-feet at its first principal spillway or control elevation does not require a permit. Based on the site survey and an approximation of water depths within the reservoir it was determined this dam retains less than the 12.5 acre-foot criteria that would trigger permit requirements for modifications and/or improvements. Therefore, in our opinion the District does not have regulatory authority over the spillway elevation or modifications to this structure.

Item #2 - Groundwater Conditions and Residence Elevations

The primary issue associated with groundwater levels in this subdivision are the soils that exist in this area. The Soil Survey of Burleigh County, North Dakota, published by the Soils Conservation Service in December 1974, indicates three soil types occur within this subdivision, see **Figure Two**.

The first soil is the Straw Series (Sv, 0 to 3% slopes) which is located along and under the Hay Creek channel and existing reservoir. These soils are deep, nearly level, well-drained soils on flood plains of small creeks. Permeability is moderate. *Table 6 Engineering Interpretations* in the soil survey contains the following heading and comment "*Degree and kind of limitations for, Dwellings with basements - Severe: subject to flooding*". While it does not appear that any residences have been constructed on these soils, the proximity of these residences to these soils raises questions related to the current groundwater issues.

The second and larger group of soils, the Lehr series (LeA, 1 to 9% slopes), are located under the western and southern portions of the subdivision. These soils are shallow, nearly level to sloping, somewhat excessively drained soils that are underlain by gravel or coarse sand. Permeability is moderately rapid to very rapid. *Table 6 Engineering Interpretations* in the soil survey contains the following heading and comment "*Degree and kind of limitations for, Dwellings with basements - Slight*". Most of the residences west of Forest Drive and along the south end of the subdivision have been constructed in these areas. Also *Table 5 - Estimates of soil properties* indicates the depth to the seasonal high water table is greater than five feet. While this is not a very specific elevation, considering the soils are a gravel and gravelly sand loam they are very susceptible to the movement and potential storage of groundwater. This appears to have occurred as the flooding of basements has become a serious concern. These soils also extend along the south side of the subdivision east toward the area along 26th Street NE as noted in **Item #3**. If these soils have become saturated via recent above normal precipitation the appearance of high groundwater level is not unusual.

The third soils type underlying the remaining portions of the subdivision to the east and north is Roseglen-Tansem (RwA). These soils are deep, silt loams, nearly level and well drained with moderate permeability. They are also classified as some of the best soils in the county for farming. Surface runoff is slow, fertility is medium to high and these soils are moderately susceptible to blowing. *Table 6 Engineering Interpretations* has a comment under the heading "*Degree and kind of limitations for, Dwellings with basements - Moderate potential for frost action*". Considering the permeability of these soils, the existence of higher groundwater levels associated with local infiltration is possible. Though under most circumstances the installation of a perimeter drain tile system around the residence is normally adequate to accommodate such conditions.

In order to obtain sufficient data to begin evaluating the possible effects of groundwater on the residential structures a survey was conducted to determine the finished floor elevations for each residence as well as elevations in road ditches and at culverts. This survey information is shown on **Figure Three**. A larger scale drawing is available for those interested in viewing specific elevations.

After reviewing the survey data it was determined that some basement floor elevations are at or below the current water surface elevation behind the dam and local groundwater levels. Since only two water surface elevations were available from the survey it is difficult to specifically determine the gradient and direction of flow, if any, for these groundwaters. Though based on the two identified points a gradient to the southeast appears likely. This is somewhat similar to the general topography in this area. A geotechnical evaluation of groundwater conditions is necessary to make a more definitive determination. Since these groundwaters could be influenced by runoff from the upstream watershed it should be noted that the drainage area to 94th Avenue NE is five square miles as shown on **Figure One**.

It is our understanding a number of residences within this subdivision have suffered damages from groundwater infiltration. Sumps pumps are or have been running on a fairly frequent basis, especially following heavy rains during the past few years. Due to the nature of these comments this is deemed to be a serious situation, especially considering the potential flood risks associated with power failures.

While the residents have voiced concerns and placed blame on the existing dam and reservoir for the high groundwater levels, this cannot be substantiated based on the information we obtained. Considering other information it is likely the water levels in the reservoir might represent a groundwater window rather than an infiltration source. The option or feasibility to install a regional drain tile system to lower the groundwater levels within this subdivision was also raised. In order to determine the feasibility and/or cost/benefit for such a system a detailed soil and groundwater study needs to be completed. This study would consist of the installation of six strategically placed monitoring wells within the subdivision and subsequent groundwater evaluation. This drilling, monitoring, testing, evaluation and report is estimated to cost approximately \$6,000. This does not include engineering oversight, additional survey work to determine well elevations and coordination of the groundwater assessment as well as collect additional information from the residents. The estimated cost for these services is approximately \$2,500 for a total cost of \$8,500.

Item #3. North 26th Street - Hay Creek Tributary Groundwater Issues

Several landowners and residents to the east of the Hay Creek Pines Subdivision noted their concern regarding groundwaters appearing at the surface on a tributary to Hay Creek. This area is located to the southwest of the Hay Creek Pines Subdivision along 26th Street NE, see **Figure Two**. According to the Burleigh County Soil Survey this area is underlain by Grail silt loams (G1A, 0% to 3% slopes). These soils are deep, nearly level to gently sloping, well drained soils with moderately slow permeability and a high water bearing capacity. *Table 6 Engineering Interpretations* has a comment under the heading "Degree and kind of limitations for, Dwellings with basements - Severe: high shrink-swell potential". Based on a site inspection it appears the surface waters in this area are directly related to groundwater conditions and may be partially retained by channel conditions downstream. While regrading the channel downstream might lower these groundwater levels to some degree, without identifying the source of these waters the potential net benefit is unknown. Based on the soils map and proximity of these soils to the Lehr Soils located to the northwest there is also the potential for a groundwater connection between these soils.

Considering there are a limited number of residences in this area, no additional groundwater assessment is recommended. It is recommended, however, that the landowners seek to determine the existing stream gradient downstream. Based on their findings they should consider regrading the channel to improve surface drainage along this tributary. According to our recent survey, the three 30" CMP's under 26th Street NE have invert elevations around 1850.6, while the two 50" RCP's at 71st Avenue NE have an upstream invert of around 1842.1 msl. This represents a stream gradient of 0.0016 ft/ft or 0.16 percent which is fairly flat but typical for this portion of the watershed. It is our thought that the lowering of groundwater elevations west of 26th Street NE by one-foot via channel improvements would benefit this area.

Conclusions

It is very clear a problem with groundwater exists within this subdivision, however, the specific number of affected residents was not determined. Therefore, it would be advantageous to conduct a more detailed groundwater assessment and monitoring program to assess the need and potential value of installing a groundwater control and/or removal system for this area. It does not appear that the development of a rural residential subdivision in this location is the direct cause for the identified problems as some residences are unaffected. The present groundwater problems appear to be more related to construction practices and the placement of basements into soils that are susceptible to fluctuating groundwater levels. These problems might have been avoided with additional planning and analysis of soils conditions prior to construction, however, this type of assessment rarely occurs. Under such a planning process basements in this area may have been restricted to four feet in depth versus the current eight feet in many residences.

Since the problems within this subdivision affect a number of county residents in our opinion the District may at their discretion continue evaluating these groundwater issues. Considering a detailed groundwater assessment might result in the creation of a special assessment district project the District has the option to request the landowners file a written petition requesting the project evaluation be completed. In addition, should the District deem it appropriate the petitioners may be required to post a bond to finance the evaluation costs. If a project is developed the District would then proceed with the required legal process to establish the special assessment district. The petitioners in turn would be credited for their contribution to the study costs on their special assessments, if the project is approved constructed. The issue that arises at this stage is the feasibility of a regional system and the willingness of the residents to pay for such a system. It is our understanding based on landowners comments they want something done. It appears the issue at hand is how to finance the study. This is a determination to be made by the District and no specific recommendation is made in this memorandum. The District may also wish to consider mailing this report to the residents along with a questionnaire to determine the extent of the problem at each residence.

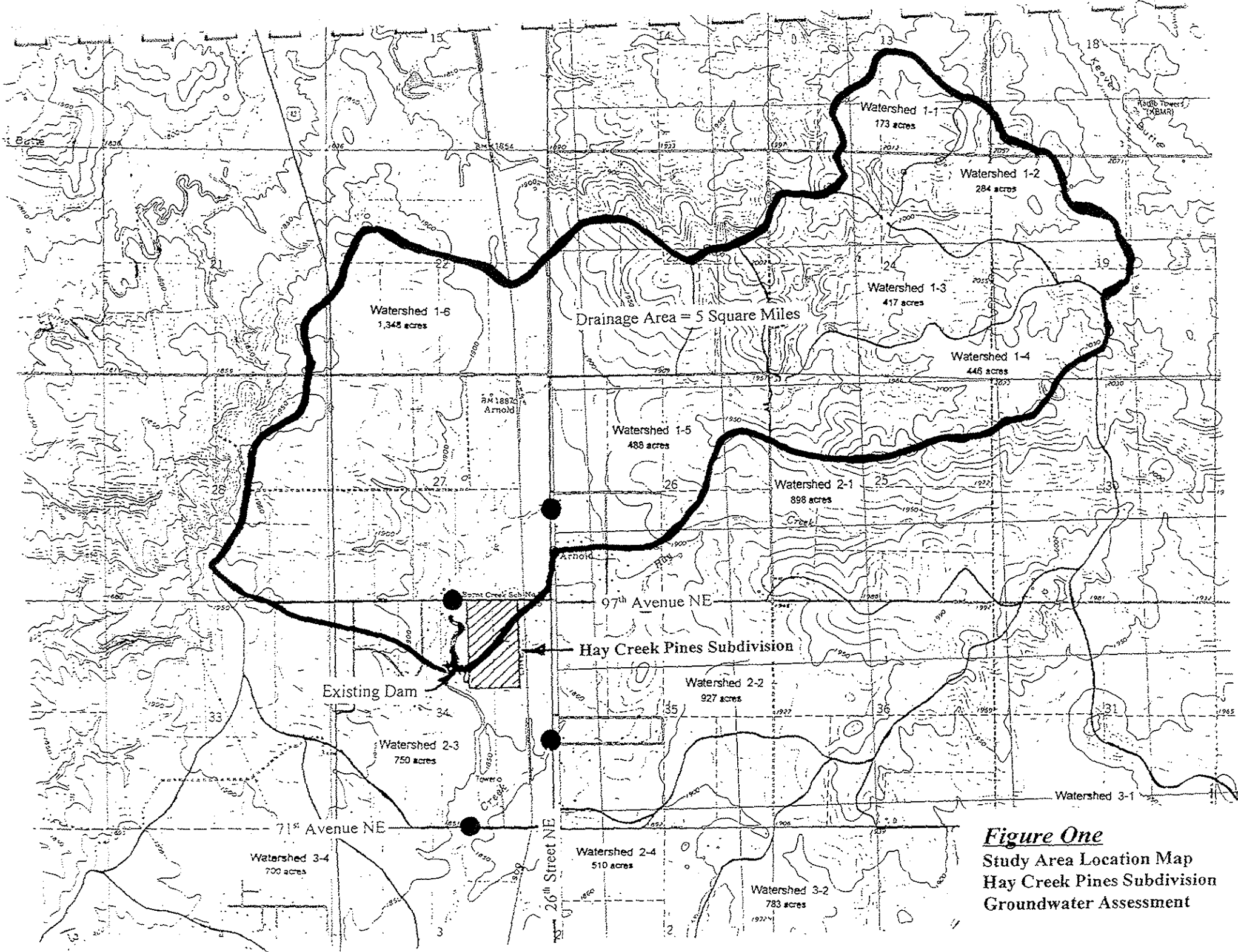


Figure One
Study Area Location Map
Hay Creek Pines Subdivision
Groundwater Assessment

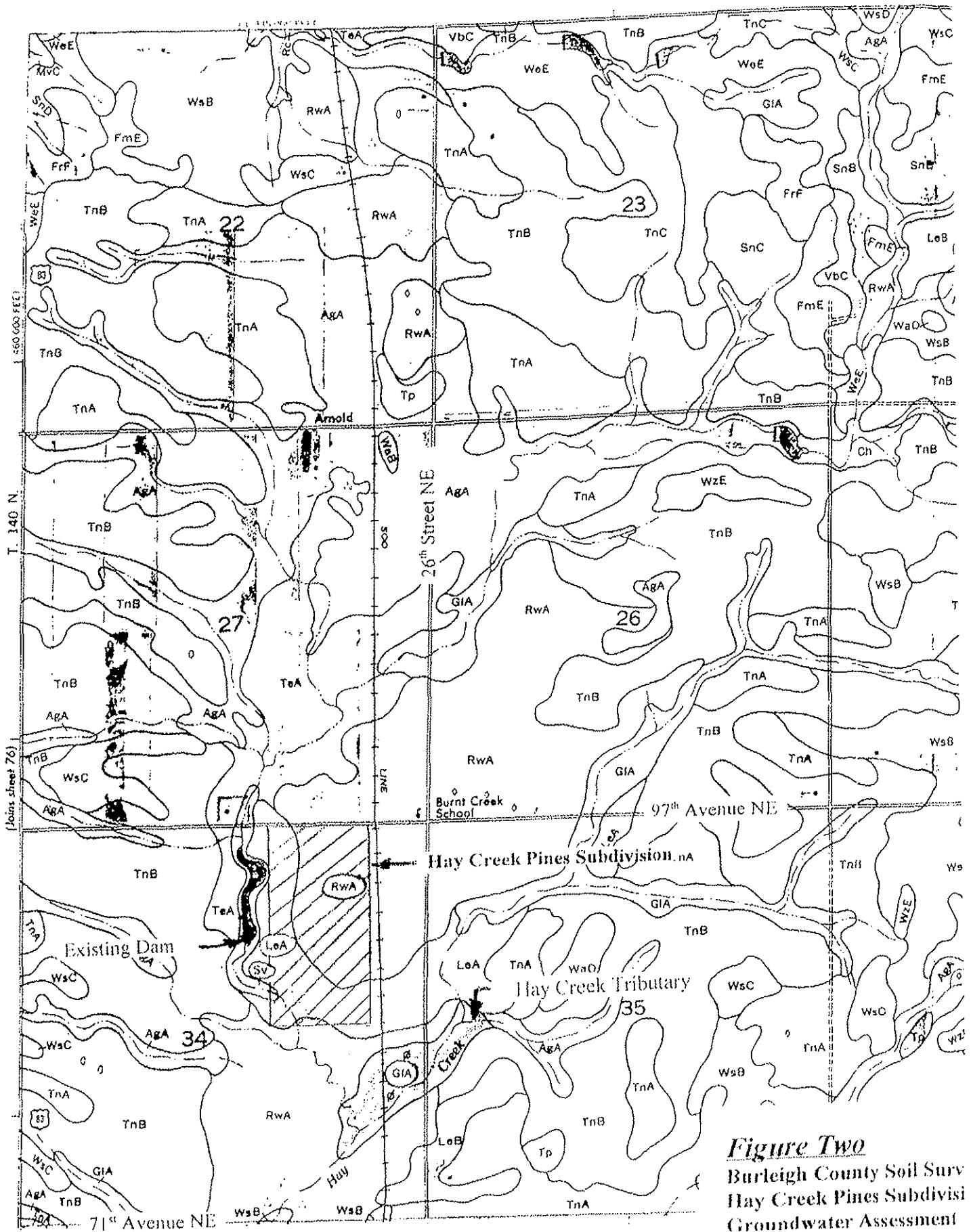


Figure Two
Burleigh County Soil Surv
Hay Creek Pines Subdivisi
Groundwater Assessment

14



OBSTRUCTION TO A WATERCOURSE COMPLAINT

(Pursuant to Section 61-16.1-51 NDCC)

1. Burleigh County Water Resource District
2. Obstruction Location: 1/4, NW 1/4, Section 16, Twp. 141 N. Rge 76 W.
Note: Include an aerial or topographical map that shows the exact location of the obstruction.
3. Name of Watercourse or Drain Obstructed (if any): apple creek
4. Nature of Obstruction: mod. and grass.
Date of Obstruction: the last 20 years (if known)
Obstruction was constructed by: Beaver
5. This obstruction is resulting in:
 - a) Flooding of land owned by Complainant: Don and Richard Hoge
 - b) Other adverse effects: phone 255-1833 255-3009

Complaint Filed Against: Name: _____

Address: _____

Complaint Filed By: Name: _____

Address: _____

Phone: _____

Complainant's Signature: Donald Hoge

Date: Jan 29 2016

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

*2/2/16. called Richard +
told him status.*



North Dakota Guaranty & Title Co. -

Debbie Kroshus

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\$13.00
Page: 1 of 2
2/3/2016 3:08 PM
Burleigh County

WARRANTY DEED

B125069B

THIS INDENTURE, made this 12 day of January, 2016, between the Burleigh County Water Resource District, a political subdivision created under the laws of the State of North Dakota, 1811 East Thayer Avenue, Bismarck, North Dakota 58501, grantor; and Mary K. Odegaard, 9731 Island Road, Bismarck, North Dakota 58503; Constance N. Hofland and Craig A. Johnson, 3101 Chisholm Trail, Bismarck, North Dakota 58503, grantees;

WITNESSETH, that the grantor, for and in consideration of the sum of Sixty Thousand Nine Dollars (\$60,009.00), to it in hand paid by the grantees, the receipt of which is hereby acknowledged, does by these presents, grant unto the grantees, their heirs and assigns, FOREVER, all of the following real property lying and being in Burleigh County, North Dakota and described as follows, to-wit:

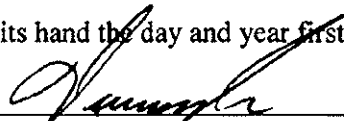
23-140-81-65-01-060

North One Half (N½) of Lot Five (5), All of Lot 6 (6), Block One (1), Riverside Subdivision in all that part of Section Twenty-seven (27) and Section Twenty-eight (28), Township One Hundred Forty (140) North, Range Eighty-one (81), West of the Fifth Principal Meridian.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the grantees, their heirs and assigns, FOREVER. The grantor, its heirs and assigns, hereby covenants with the grantees, their heirs and assigns, that it is well seized in fee of the land and premises aforesaid and has good right to sell and convey the same in manner and form represented in this deed; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified by the County Auditor for collection, and the above bargained and granted lands and premises in the quiet and peaceable possession of said grantees, their heirs and assigns, against all persons lawfully claiming or to claim the whole or any part hereof, the said grantor WILL WARRANT AND DEFEND.

PLEASE TAKE NOTICE that this property is subject to a perpetual easement filed against this property dated August 22, 1985, filed in the Burleigh County Recorder's Office on September 3, 1985 and recorded as Document Number 362794, and subject to all building and zoning laws, easements, rights of way, restrictive covenants and all other reservations or restrictions of record. Further, the grantor reserves any or all of this property for future use for flood control project purposes as set forth in the grantor's "Easement Dedication and Deed Restriction" resolution recorded as Document Number 833607 on November 30, 2015.

IN WITNESS WHEREOF, the grantor has set its hand the day and year first above written.



Burleigh County Water Resource District
BY ITS CHAIRMAN
Dennis Reep

60



North Dakota Guaranty & Title Co.-

Debbie Kroshus

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Page: 1 of 2
1/27/2016 1:42 PM
Burleigh County

WARRANTY DEED

B125069 A

THIS INDENTURE, made this 12 day of January, 2016, between the Burleigh County Water Resource District, a political subdivision created under the laws of the State of North Dakota, 1811 East Thayer Avenue, Bismarck, North Dakota 58501, grantor; and Gregory P. Wavra and Lauri Wavra, 9710 Island Road, Bismarck, North Dakota 58503, grantees;

WITNESSETH, that the grantor, for and in consideration of the sum of Thirteen Thousand Two Hundred Dollars (\$13,200.00) to it in hand paid by the grantees, the receipt of which is hereby acknowledged, does by these presents, grant unto the grantees, their heirs and assigns, FOREVER, all of the following real property lying and being in Burleigh County, North Dakota and described as follows, to-wit:

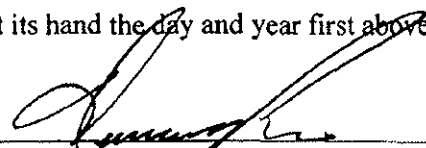
23-140-81-65-01-010

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

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the grantees, their heirs and assigns, FOREVER. The grantor, its heirs and assigns, hereby covenants with the grantees, their heirs and assigns, that it is well seized in fee of the land and premises aforesaid and has good right to sell and convey the same in manner and form represented in this deed; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified by the County Auditor for collection, and the above bargained and granted lands and premises in the quiet and peaceable possession of said grantees, their heirs and assigns, against all persons lawfully claiming or to claim the whole or any part hereof, the said grantor WILL WARRANT AND DEFEND.

PLEASE TAKE NOTICE that this property is subject to a perpetual easement filed against this property dated August 22, 1985, filed in the Burleigh County Recorder's Office on September 3, 1985 and recorded as Document Number 362794, and subject to all building and zoning laws, easements, rights of way, restrictive covenants and all other reservations or restrictions of record. Further, the grantor reserves any or all of this property for future use for flood control project purposes as set forth in the grantor's "Easement Dedication and Deed Restriction" resolution recorded as Document Number 833607 on November 30, 2015.

IN WITNESS WHEREOF, the grantor has set its hand the day and year first above written.


Burleigh County Water Resource District
BY ITS CHAIRMAN
Dennis Reep



North Dakota Guaranty & Title Co.

Debbie Kroshus

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Burleigh County

WARRANTY DEED

B125069C

THIS INDENTURE, made this 5th day of December, 2015, between the Burleigh County Water Resource District, a political subdivision created under the laws of the State of North Dakota, 1811 East Thayer Avenue, Bismarck, North Dakota 58501, grantor; and Bradford D. Magnus and Heather R. Magnus, husband and wife, 1908 Telluride Lane, Bismarck, North Dakota 58503, grantees;

WITNESSETH, that the grantor, for and in consideration of the sum of Seventeen Thousand Nine Hundred Dollars (\$17,900.00), to it in hand paid by the grantees, the receipt of which is hereby acknowledged, does by these presents, grant unto the grantees, their heirs and assigns, AS JOINT TENANTS AND NOT AS TENANTS IN COMMON, WITH RIGHT OF SURVIVORSHIP, FOREVER, all of the following real property lying and being in Burleigh County, North Dakota and described as follows, to-wit:

23-140-81-65-01-070

Lot Seven (7) And 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 Southwest 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 The 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 325.00 Feet, More Or Less, To The Bank Of The Missouri River.

PLEASE TAKE NOTICE that this property is subject to a perpetual easement filed against this property dated August 22, 1985, filed in the Burleigh County Recorder's Office on September 3, 1985 and recorded as Document Number 362794, and subject to all building and zoning laws, easements, rights of way, restrictive covenants and all other reservations or restrictions of record. Further, the grantor reserves any or all of this property for future use for flood control project purposes as set forth in the grantor's "Easement Dedication and Deed Restriction" resolution recorded as Document Number 833607 on November 30, 2015.

PLEASE TAKE NOTICE that the following conditions and restrictions shall apply in perpetuity to the property described above concerning its acquisition for a flood control project and use as open space:

Compatible uses - The property shall be maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping; boat docks, parking lots; buffer zones; and other uses consistent with open space acquisition, or any other uses which are consistent with the open space purposes set



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 Burleigh County

forth in Exhibit A, 44 Code of Federal Regulations Part 80. These uses are also subject to any local subdivision covenants that may exist.

Structures. No new structures can be constructed or improvements shall be erected on the property other than:

The installation of approved public flood control structures and related paved surfaces and bridges.


Structural elements that are compatible with open space as set forth in Exhibit A to 44 Code of Federal Regulations Part 80, which conserves the natural function of the floodplain, including the uses described above and approved by the District in writing before construction begins.

Any improvements on the property shall be in accordance with proper floodplain management policies and practices, and obtain any applicable federal, state or local floodplain development permits.

Sale or Transfer. Any owner of these properties, including successors in interest, shall be required to comply with the above uses and restrictions, and notice of such transfer or sale of these properties shall be provided to the District. Any subsequent conveyance of these property interests must refer to and incorporate these easement and deed restrictions, and must provide notice of the conditions and provisions contained herein to any subsequent owner. These properties are also subject to any restrictive covenants, easements and deed restrictions which are already of record against these properties.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the grantees, their heirs and assigns, FOREVER. The grantor, its heirs and assigns, hereby covenants with the grantee, their heirs and assigns, that it is well seized in fee of the land and premises aforesaid and has good right to sell and convey the same in manner and form represented in this deed; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified by the County Auditor for collection, and the above bargained and granted lands and premises in the quiet and peaceable possession of said grantees, their heirs and assigns, against all persons lawfully claiming or to claim the whole or any part hereof, the said grantor WILL WARRANT AND DEFEND.

IN WITNESS WHEREOF, the grantor has set its hand the day and year first above written.


 Burleigh County Water Resource District
 BY ITS CHAIRMAN
 Terry Fleck



North Dakota Guaranty & Title Co.

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Page: 1 of 3
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Burleigh County

Burleigh County Auditor

By Corrine Jochim

Deputy, Burleigh County Auditor

WARRANTY DEED

B125009 D

THIS INDENTURE, made this 8th day of December, 2015, between the Burleigh County Water Resource District, a political subdivision created under the laws of the State of North Dakota, 1811 East Thayer Avenue, Bismarck, North Dakota 58501, grantor; and Karen G. Hogue, 9450 Island Road, Bismarck, North Dakota 58503, and Lynn D. Mills and Sharalynn L. Mills, 9912 Island Road, Bismarck, North Dakota 58503, grantees;

WITNESSETH, that the grantor, for and in consideration of the sum of Thirty Thousand Two Hundred Dollars (\$30,200.00) to it in hand paid by the grantees, the receipt of which is hereby acknowledged, does by these presents, grant unto the grantees, their heirs and assigns, FOREVER, all of the following real property lying and being in Burleigh County, North Dakota and described as follows, to-wit:

23-140-81-65-01-090

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 Twenty-Eight (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).

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the grantees, their heirs and assigns, FOREVER. The grantor, its heirs and assigns, hereby covenants with the grantees, their heirs and assigns, that it is well seized in fee of the land and premises aforesaid and has good right to sell and convey the same in manner and form represented in this deed; that the same are



North Dakota Guaranty & Title Co.

Debbie Kroshus

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Burleigh County

free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified by the County Auditor for collection, and the above bargained and granted lands and premises in the quiet and peaceable possession of said grantees, their heirs and assigns, against all persons lawfully claiming or to claim the whole or any part hereof, the said grantor WILL WARRANT AND DEFEND.

PLEASE TAKE NOTICE that this property is subject to a perpetual easement filed against this property dated August 22, 1985, filed in the Burleigh County Recorder's Office on September 3, 1985 and recorded as Document Number 362794, and subject to all building and zoning laws, easements, rights of way, restrictive covenants and all other reservations or restrictions of record. Further, the grantor reserves any or all of this property for future use for flood control project purposes as set forth in the grantor's "Easement Dedication and Deed Restriction" resolution recorded as Document Number 833607 on November 30, 2015.

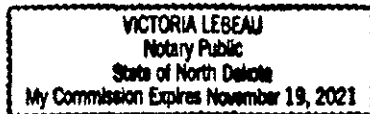
IN WITNESS WHEREOF, the grantor has set its hand the day and year first above written.

Terry Fleck

Burleigh County Water Resource District
BY ITS CHAIRMAN
Terry Fleck

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF BURLEIGH)

On this 29 day of December, 2015, before me personally appeared Terry Fleck, known to me to be the same person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same.



[Signature]

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

I certify that consideration paid for the property described in this deed is in the amount of \$30,200.00.

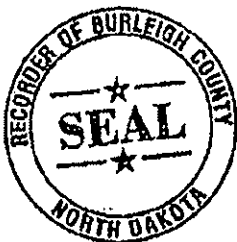
Dated this 29 day of January, 2016
~~December, 2015~~

[Signature]
Agent/Grantee

This deed was drafted by David R. Bliss, Bliss Law Firm, LLC, Suite 308, 400 East Broadway Avenue, P.O. Box 4126, Bismarck, North Dakota 58502-4126 (ID # 04729).

S:\Burleigh County Water Resource 22-229\Hogue Island Project\Warranty Deeds District as Seller 3-28-14\WARRANTY DEED- - District to Hogue, et al 11-18-15.doc

173



North Dakota Guaranty & Title Co.-

Debbie Kroshus

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\$16.00
Page: 3 of 3
1/29/2016 4:18 PM
Burleigh County

74



Website: www.americanbankcenter.com
1-800-444-4444



Member FDIC

RECEIPT DDA Deposit
Drawer: 00104 2/04/16
Trans#: 0038 10:20:39

*****0484 \$120166.28
Follow us! facebook.com/abcwearamerican

This is your receipt.

Checks and other items received for deposit are subject to the provisions of the Uniform Commercial Code or any applicable collection agreement.
537874 Deposits may not be available for immediate withdrawal. Bank symbol, transaction number and amount are shown above.



North Dakota

Guaranty & Title Company

Escrow Account

400 E. Broadway Ave., Suite 102

Bismarck, ND 58501

701-223-6835

Wells Fargo Bank North Dakota, N.A.

Bismarck, ND 58501

77-1/813

NO. 0031139

File No.: 8125069 A

01/27/2016

PAY --Twelve Thousand Eight Hundred Seventy and 00/100-----

Dollars

\$12,870.00

TO THE ORDER OF Burleigh County Water Resource District

[Handwritten Signature]

Memo:

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

VOID AFTER 60 DAYS

⑈0031139⑈ ⑆091300010⑆ ⑆203354870⑈

NO. 0031139

Buyer: Gregory P Wavra and Lauri Wavra

Seller: Burleigh County Water Resource District

Lender:

Property: 9700 Island Rd/Bismarck

Settlement Date: January 27, 2016

Disbursement Date: January 27, 2016

Check Amount: \$12,870.00

8125069 A/42

Pay To: Burleigh County Water Resource District

For: Closing Proceeds

CASH TO SELLER (603) \$12,870.00

Closer/Responsible Party: Desirae Moser

76



North Dakota
Guaranty & Title Company
Escrow Account
400 E. Broadway Ave., Suite 102
Bismarck, ND 58501
701-223-6835

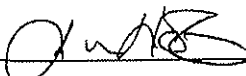
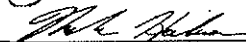
Wells Fargo Bank North Dakota, N.A.
Bismarck, ND 58501
77-1/913

NO. 0031055
File No.: B125089 C
01/25/2016

PAY --Seventeen Thousand Five Hundred Forty-Nine and 00/100 ----- Dollars

\$17,549.00

TO THE Burleigh County Water Resource District
ORDER
OF

Memo:

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

VOID AFTER 60 DAYS

⑈0031055⑈ ⑈091300010⑈ 6203354870⑈

NO. 0031055

Borrower: Bradford D Magnus and Heather R Magnus

Seller: Burleigh County Water Resource District

Lender:

Property: 9806 Island Rd/Bismarck

Settlement Date: January 25, 2016

Disbursement Date: January 25, 2016

Check Amount: \$17,549.00

B125089 C/44

Pay To: Burleigh County Water Resource District

For: Closing Proceeds

CASH TO SELLER (603) \$17,549.00

Closer/Responsible Party: Desirae Moser



North Dakota
Guaranty & Title Company
Escrow Account
400 E. Broadway Ave., Suite 102
Bismarck, ND 58501
701-223-6835

Wells Fargo Bank North Dakota, N.A.
Bismarck, ND 58501
77-1/913

NO. 0031195
File No.: B125069 D
01/29/2016

PAY --Fifteen Thousand Twenty-One and 26/100 ----- Dollars
\$15,021.26

TO THE Burleigh County Water Resource District
ORDER
OF

[Signature]
[Signature]

Memo:

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

VOID AFTER 60 DAYS

⑈0031195⑈ ⑆091300010⑆ 6203354870⑈

NO. 0031195

Borrower: Karen G Hogue
Seller: Burleigh County Water Resource District
Lender:
Property: 9828 Island Rd/Bismarck
Settlement Date: January 29, 2016
Disbursement Date: January 29, 2016
Check Amount: \$15,021.26 B125069 D/39
Pay To: Burleigh County Water Resource District
For: Closing Proceeds
CASH TO SELLER (603) \$15,021.26

Closer/Responsible Party: Desirae Moser

B125069 D

PETER HOGUE *1/2 of #4 / 1.58 Acres - Previously Rod Bohl Property* 5898
RIVER SIDE SUBDIVISION *Description #4 - Total Cost 30,200.*
9450 ISLAND ROAD PH 701-223-9702
BISMARCK, ND 58503-9273

DATE *Jan 6, 2016* 77-356/913

PAY TO THE ORDER OF *Burleigh Co. Water Resource District* \$ *15,000.00* ~~XX~~
Fifteen thousand one hundred and no 100 DOLLARS

FOR *(Buhl) Riverside Subdivision Mrs. Karen G. Hogue*
⑈005898⑈ ⑆091303664⑆ 540761602⑈



NORTH DAKOTA
Guaranty & Title Company
Escrow Account
400 E. Broadway Ave., Suite 102
Bismarck, ND 58501
701-223-6835

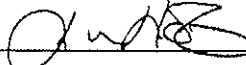
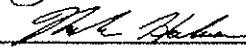
Wells Fargo Bank North Dakota, N.A.
Bismarck, ND 58501
77-1/913

NO. 0031227
File No.: B125089 B
02/02/2016

PAY --Fifty-Nine Thousand Six Hundred Twenty-Six and 02/100 ----- Dollars

\$59,626.02

TO THE ORDER OF Burleigh County Water Resource District

Memo:

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

VOID AFTER 60 DAYS

⑈0031227⑈ ⑆09⑆3000⑆0⑆ 6203354870⑈

NO. 0031227

Buyer: Mary K Odegaard
Seller: Burleigh County Water Resource District
Lender:
Property: 9750 Island Rd/Bismarck
Settlement Date: February 1, 2016
Disbursement Date: February 2, 2016
Check Amount: \$59,626.02 B125069 B/44
Pay To: Burleigh County Water Resource District
For: Closing Proceeds
CASH TO SELLER (603) \$59,626.02

Closer/Responsible Party: Desirae Moser

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input checked="" type="checkbox"/> Conv. Units 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins. 6. FILE NUMBER: B125069 A 7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 1-9 398 (B125069 A / 38)			
D. NAME AND ADDRESS OF BUYER: Gregory P Wavra and Laura Wavra 9710 Island Road Bismarck, ND 58503		E. NAME AND ADDRESS OF SELLER: Burleigh County Water Resource District 1811 East Thayer Avenue Bismarck, ND 58501	
G. PROPERTY LOCATION: 9700 Island Rd Bismarck, ND Burleigh County, North Dakota Lot 1, Block 1, Riverside Subdivision, located in part of Sections 27 and 28, Township 140 North, Range 81 West of the 5th P.M., Burleigh County, North Dakota.		F. NAME AND ADDRESS OF LENDER: H. SETTLEMENT AGENT: NORTH DAKOTA GUARANTY & TITLE COMPANY PLACE OF SETTLEMENT: 400 E. BROADWAY STE 102 BISMARCK, ND 58501 I. SETTLEMENT DATE: January 27, 2016 DISBURSEMENT DATE: January 27, 2016	
J. SUMMARY OF BUYER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER: 101. Contract sales price 102. Personal property 103. Settlement charges to buyer (line 1400) 104. 105. Adjustments for items paid by seller in advance 106. City/Town taxes 107. County taxes 108. Assessments 109. 110. 111. 112. 120. GROSS AMOUNT DUE FROM BUYER 200. AMOUNTS PAID BY OR IN BEHALF OF BUYER: 201. Deposit or earnest money 202. Principal amount of new loan(s) 203. Existing loan(s) taken subject to 204. 205. 206. 207. 208. 209. Adjustments for items unpaid by seller 210. City/Town taxes 211. County taxes 212. Assessments 213. 214. 215. 216. 217. 218. 219. 220. TOTAL PAID BY/FOR BUYER 300. CASH AT SETTLEMENT FROM/TO BUYER: 301. Gross amount due from Buyer (Line 120) 302. Less amount paid by/for Buyer (Line 220) 303. CASH FROM BUYER		400. GROSS AMOUNT DUE TO SELLER: 401. Contract sales price 13,200.00 402. Personal property 403. 404. 405. Adjustments for items paid by seller in advance 406. City/Town taxes 407. County taxes 408. Assessments 409. 410. 411. 412. 420. GROSS AMOUNT DUE TO SELLER 13,200.00 500. REDUCTIONS IN AMOUNT DUE TO SELLER: 501. Excess deposit (see instructions) 502. Settlement charges to seller (line 1400) 330.00 503. Existing loan(s) taken subject to 504. Payoff of first mortgage loan 505. Payoff of second mortgage loan 506. 507. 508. 509. Adjustments for items unpaid by seller 510. City/Town taxes 511. County taxes 512. Assessments 513. 514. 515. 516. 517. 518. 519. 520. TOTAL REDUCTION AMOUNT DUE SELLER 330.00 600. CASH AT SETTLEMENT TO/FROM SELLER: 601. Gross amount due to Seller (Line 420) 13,200.00 602. Less reductions due Seller (Line 520) (330.00) 603. CASH TO SELLER 12,870.00	

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Seller

Burleigh County Water Resource District

BY: 
 Dennis Reep, Chairman

NORTH DAKOTA GUARANTY & TITLE COMPANY, Settlement Agent

80

L. SETTLEMENT CHARGES									
700. TOTAL COMMISSION Based on Price		\$	@	%					
Division of Commission (line 700) as Follows:									
701.	to								
702.	to								
703.	Commission Paid at Settlement								
704.	to								
800. ITEMS PAYABLE IN CONNECTION WITH LOAN									
801.	Loan Origination Fee	%	to						
802.	Loan Discount	%	to						
803.	Appraisal fee		to						
804.	Credit report		to						
805.	Lender's inspection fee		to						
806.	Mortgage insurance application fee		to						
807.	Assumption fee		to						
808.			to						
809.			to						
810.			to						
811.			to						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE									
901.	Interest From 01/27/16 to 02/01/16 @ \$ /day (5 days %)								
902.	Mortgage insurance premium for month to								
903.	Hazard insurance premium for year to								
904.	for year to								
905.	to								
1000. RESERVES DEPOSITED WITH LENDER									
1001.	Hazard insurance	Months	@ \$		per Month				
1002.	Mortgage insurance	Months	@ \$		per Month				
1003.	City property taxes	Months	@ \$		per Month				
1004.	County property taxes	Months	@ \$		per Month				
1005.	Annual assessments	Months	@ \$		per Month				
1006.		Months	@ \$		per Month				
1007.		Months	@ \$		per Month				
1008.		Months	@ \$		per Month				
1100. TITLE CHARGES									
1101.	Settlement or closing fee	to	NORTH DAKOTA GUARANTY & TITLE COMPA						
1102.	Abstract or title search	to	NORTH DAKOTA GUARANTY & TITLE COMPA					280.00	
1103.	Title examination	to	Bar Law Firm						
1104.	Title insurance binder	to							
1105.	Document preparation	to							
1106.	Notary fees	to							
1107.	Attorney's fees	to							
(includes above item numbers:)									
1108.	Owner's policy premium	to	NORTH DAKOTA GUARANTY & TITLE COMPA					50.00	
(includes above item numbers:)									
1109.	Lender's coverage								
1110.	Owner's coverage		\$ 13,200.00		50.00				
1111.	Final Search Fee	to	NORTH DAKOTA GUARANTY & TITLE COMPA						
1112.	E-Recording Fee	to	Simplifile						
1113.	to								
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES									
1201.	Recording fees: Deed \$ 13.00; Mortgage ; Releases								
1202.	City/County tax/stamps: Deed ; Mortgage								
1203.	State tax/stamps: Deed ; Mortgage								
1204.	to								
1205.	to								
1300. ADDITIONAL SETTLEMENT CHARGES									
1301.	Survey	to							
1302.	Pest inspection	to							
1303.	to								
1304.	to								
1305.	to								
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)								330.00	

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two-page statement.

HUD-1, Attachment

Buyer: Gregory P Wavra and Laura Wavra

Seller: Burleigh County Water Resource
District
9700 Island Rd
Bismarck, ND

Lender:

Settlement Agent: NORTH DAKOTA GUARANTY & TITLE COMPANY
(701)223-6635

Place of Settlement: 400 E. BROADWAY STE 102
BISMARCK, ND 58501

Settlement Date: January 27, 2016

Disbursement Date: January 27, 2016

Property Location: 9700 Island Rd

Bismarck, ND

Burleigh County, North Dakota

Lot 1, Block 1, Riverside Subdivision, located in part of Sections 27 and 28, Township 140 North,
Range 81 West of the 5th P.M., Burleigh County, North Dakota.

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN	
		1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input checked="" type="checkbox"/> Conv Units 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.	
		6. FILE NUMBER: B125069 B	
		7. LOAN NUMBER:	
		8. MORTGAGE INS CASE NUMBER:	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "FOC" were paid outside the closing, they are shown here for informational purposes and are not included in the totals to 308 (B125069 B / 41)			
D. NAME AND ADDRESS OF BUYER: Mary K Odegaard Constance N. Hoffend Craig A. Johnson 9731 Island Road Bismarck, ND 58503		E. NAME AND ADDRESS OF SELLER: Burleigh County Water Resource District 1811 East Thayer Avenue Bismarck, ND 58501	
F. NAME AND ADDRESS OF LENDER:			
G. PROPERTY LOCATION: 9750 Island Rd Bismarck, ND Burleigh County, North Dakota The NW 1/4 of Lot 5 and all of Lot 6, Block 1, Riverside Subdivision, located in part of Sections 27 and 28, Township 140 North, Range 81 West of the 5th P.M., Burleigh County, North Dakota.		H. SETTLEMENT AGENT: NORTH DAKOTA GUARANTY & TITLE COMPANY PLACE OF SETTLEMENT: 400 E BROADWAY STE 102 BISMARCK, ND 58501	
		I. SETTLEMENT DATE: February 1, 2016	
		DISBURSEMENT DATE: February 1, 2016	
J. SUMMARY OF BUYER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price		401. Contract sales price 60,009.00	
102. Personal property		402. Personal property	
103. Settlement charges to buyer (line 1400)		403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/Town taxes		406. City/Town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BUYER		420. GROSS AMOUNT DUE TO SELLER 60,009.00	
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400) 382.96	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/Town taxes		510. City/Town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BUYER		520. TOTAL REDUCTION AMOUNT DUE SELLER 382.96	
300. CASH AT SETTLEMENT FROM/TO BUYER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from Buyer (line 120)		601. Gross amount due to Seller (line 420) 60,009.00	
302. Less amount paid by/for Buyer (line 220)		602. Less reductions due Seller (line 520) 382.96	
303. CASH FROM BUYER		603. CASH TO SELLER 59,626.02	

The undersigned hereby acknowledge receipt of a completed copy of pages 162 of this statement & any attachments referred to herein.

Seller:

Burleigh County Water Resource District

BY:


 NORTH DAKOTA GUARANTY & TITLE COMPANY, Settlement
 Agent

L. SETTLEMENT CHARGES										PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price \$ @ %											
Division of Commission (line 700) as Follows:											
701. to											
702. to											
703. Commission Paid at Settlement											
704. to											
800. ITEMS PAYABLE IN CONNECTION WITH LOAN											
801. Loan Origination Fee % to											
802. Loan Discount % to											
803. Appraisal fee to											
804. Credit report to											
805. Lender's inspection fee to											
806. Mortgage insurance application fee to											
807. Assumption fee to											
808. to											
809. to											
810. to											
811. to											
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE											
901. Interest From 02/01/16 to 03/01/16 @ \$ /day (29 days %)											
902. Mortgage insurance premium for month to											
903. Hazard insurance premium for year to											
904. for year to											
905. to											
1000. RESERVES DEPOSITED WITH LENDER											
1001. Hazard insurance Months @ \$ per Month											
1002. Mortgage insurance Months @ \$ per Month											
1003. City property taxes Months @ \$ per Month											
1004. County property taxes Months @ \$ per Month											
1005. Annual assessments Months @ \$ per Month											
1006. Months @ \$ per Month											
1007. Months @ \$ per Month											
1008. Months @ \$ per Month											
1100. TITLE CHARGES											
1101. Settlement or closing fee to NORTH DAKOTA GUARANTY & TITLE COMPA											
1102. Abstract or title search to NORTH DAKOTA GUARANTY & TITLE COMPA											225.00
1103. Title examination to											
1104. Title insurance binder to											
1105. Document preparation to											
1106. Notary fees to											
1107. Attorney's fees to											
(includes above item numbers:)											
1108. Owner's policy premium to NORTH DAKOTA GUARANTY & TITLE COMPA											150.98
(includes above item numbers:)											
1109. Lender's coverage											
1110. Owner's coverage \$ 60,009.00 150.98											
1111. Copies-State Tax Lien to NORTH DAKOTA GUARANTY & TITLE COMPA											7.00
1112. E-Recording Fee to NORTH DAKOTA GUARANTY & TITLE COMPA											
1113. Wire Fee to NORTH DAKOTA GUARANTY & TITLE COMPA											
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES											
1201. Recording fees: Deed \$ 13.00; Mortgage ; Releases											
1202. City/County tax/stamps: Deed ; Mortgage											
1203. State tax/stamps: Deed ; Mortgage											
1204. to											
1205. to											
1300. ADDITIONAL SETTLEMENT CHARGES											
1301. Survey to											
1302. Pest inspection to											
1303. to											
1304. to											
1305. to											
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)											382.98

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

84

HUD-1, Attachment

Buyer: Mary K Odegaard
Constance N Hofland
Craig A Johnson

Seller: Burleigh County Water Resource
District
9750 Island Rd
Bismarck, ND

Lender:

Settlement Agent: NORTH DAKOTA GUARANTY & TITLE COMPANY
(701)223-6835
Place of Settlement: 400 E. BROADWAY STE 102
BISMARCK, ND 58501
Settlement Date: February 1, 2016
Disbursement Date: February 1, 2016
Property Location: 9750 Island Rd
Bismarck, ND
Burleigh County, North Dakota
The N½ of Lot 5 and all of Lot 6, Block 1, Riverside Subdivision, located in part of Sections 27 and 28, Township 140 North, Range 81 West of the 5th P.M., Burleigh County, North Dakota.

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN	
		1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input checked="" type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.	
		6. FILE NUMBER: B125069 C	7. LOAN NUMBER:
		8. MORTGAGE INS CASE NUMBER:	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 1.0 3.00 (B125069 C 140)			
D. NAME AND ADDRESS OF BORROWER: Bradford D Magnus and Heather R Magnus 1908 Telluride Lane Bismarck, ND 58503		E. NAME AND ADDRESS OF SELLER: Burleigh County Water Resource District 1811 East Thayer Avenue Bismarck, ND 58501	
F. NAME AND ADDRESS OF LENDER:			
G. PROPERTY LOCATION: 9806 Island Rd Bismarck, ND Burleigh County, North Dakota Lot 7 and that portion of Lot 8, Block 1, Riverside Subdivision, located in part of Sections 27 and 28, Township 140 North, Range 81 West of the 5th P.M., Burleigh County, North Dakota, lying southwest of the following described boundary line: Beginning at the most southeasterly corner of said Lot 8; thence northeasterly along the southeasterly boundary of Lot 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 7 and 8, for a distance of 325.00 feet, more or less, to The Bank of the Missouri River.		H. SETTLEMENT AGENT: NORTH DAKOTA GUARANTY & TITLE COMPANY PLACE OF SETTLEMENT: 400 E. BROADWAY STE 102 BISMARCK, ND 58501	
		I. SETTLEMENT DATE: January 25, 2016 DISBURSEMENT DATE: January 25, 2016	
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price		401. Contract sales price 17,900.00	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)		403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/Town taxes		406. City/Town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER		420. GROSS AMOUNT DUE TO SELLER 17,900.00	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400) 351.00	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/Town taxes		510. City/Town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER 351.00	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from Borrower (Line 120)		601. Gross amount due to Seller (Line 420) 17,900.00	
302. Less amount paid by/for Borrower (Line 220)		602. Less reductions due Seller (Line 520) 351.00	
303. CASH FROM BORROWER		603. CASH TO SELLER 17,549.00	

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Seller

Burleigh County Water Resource District

By: 

NORTH DAKOTA GUARANTY & TITLE COMPANY, Settlement Agent

86

L. SETTLEMENT CHARGES						PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price \$ @ %							
Division of Commission (line 700) as Follows:							
701.	to						
702.	to						
703.	Commission Paid at Settlement						
704.	to						
800. ITEMS PAYABLE IN CONNECTION WITH LOAN							
801.	Loan Origination Fee	%	to				
802.	Loan Discount	%	to				
803.	Appraisal fee		to				
804.	Credit report		to				
805.	Lender's inspection fee		to				
806.	Mortgage insurance application fee		to				
807.	Assumption fee		to				
808.			to				
809.			to				
810.			to				
811.			to				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE							
901.	Interest From	01/25/16	to	02/01/16	@ \$ /day (7 days %)		
902.	Mortgage insurance premium	for	month	to			
903.	Hazard insurance premium	for	year	to			
904.		for	year	to			
905.			to				
1000. RESERVES DEPOSITED WITH LENDER							
1001.	Hazard insurance	Months	@ \$	per Month			
1002.	Mortgage insurance	Months	@ \$	per Month			
1003.	City property taxes	Months	@ \$	per Month			
1004.	County property taxes	Months	@ \$	per Month			
1005.	Annual assessments	Months	@ \$	per Month			
1006.		Months	@ \$	per Month			
1007.		Months	@ \$	per Month			
1008.		Months	@ \$	per Month			
1100. TITLE CHARGES							
1101.	Settlement or closing fee	to	NORTH DAKOTA GUARANTY & TITLE COMPA				
1102.	Abstract or title search	to	NORTH DAKOTA GUARANTY & TITLE COMPA			270.00	
1103.	Title examination	to	Bair Law Firm				
1104.	Title insurance binder	to					
1105.	Document preparation	to					
1106.	Notary fees	to					
1107.	Attorney's fees	to					
	(includes above item numbers:)				
1108.	Owner's policy premium	to	NORTH DAKOTA GUARANTY & TITLE COMPA			63.00	
	(includes above item numbers:)				
1109.	Lender's coverage						
1110.	Owner's coverage	\$ 17,900.00		63.00			
1111.	E-Recording Fee	to	Simplifile			5.00	
1112.	Final Search Fee	to	NORTH DAKOTA GUARANTY & TITLE COMPA				
1113.		to					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES							
1201.	Recording fees: Deed	\$ 16.00;	Mortgage	Releases			
1202.	City/County tax/stamps: Deed		Mortgage				
1203.	State tax/stamps: Deed		Mortgage				
1204.	Record Affidavit	to	County Recorder			13.00	
1205.		to					
1300. ADDITIONAL SETTLEMENT CHARGES							
1301.	Survey	to					
1302.	Pest inspection	to					
1303.		to					
1304.		to					
1305.		to					
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)							351.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement

57

HUD-1 Attachment

Borrower: Bradford D Magnus and Heather R
Magnus

Seller: Burleigh County Water Resource
District
9806 Island Rd
Bismarck, ND

Lender:

Settlement Agent: NORTH DAKOTA GUARANTY & TITLE COMPANY
(701)223-8835

Place of Settlement: 400 E. BROADWAY STE 102
BISMARCK, ND 58501

Settlement Date: January 25, 2016

Disbursement Date: January 25, 2016

Property Location: 9806 Island Rd

Bismarck, ND

Burleigh County, North Dakota

Lot 7 and that portion of Lot 8, Block 1, Riverside Subdivision, located in part of Sections 27 and
28, Township 140 North, Range 81 West of the 5th P.M., Burleigh County, North Dakota, lyi

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN	
		1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input checked="" type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.	
		6. FILE NUMBER: B125069 D	7. LOAN NUMBER:
		8. MORTGAGE INS CASE NUMBER:	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 1.0 3.98 (B125069 D / 32)			
D. NAME AND ADDRESS OF BORROWER: Karen G Hogue 9450 Island Road Bismarck, ND 58503 Lynn D And Sharalynn L Mills 9912 Island Road		E. NAME AND ADDRESS OF SELLER: Burleigh County Water Resource District 1811 East Thayer Avenue Bismarck, ND 58501	
G. PROPERTY LOCATION: 9828 Island Rd Bismarck, ND Burleigh County, North Dakota		F. NAME AND ADDRESS OF LENDER:	
H. SETTLEMENT AGENT: NORTH DAKOTA GUARANTY & TITLE COMPANY PLACE OF SETTLEMENT: 400 E. BROADWAY STE 102 BISMARCK, ND 58501		I. SETTLEMENT DATE: January 29, 2016 DISBURSEMENT DATE: January 29, 2016	
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price		401. Contract sales price 30,200.00	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)		403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/Town taxes		406. City/Town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER		420. GROSS AMOUNT DUE TO SELLER 30,200.00	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400) 78.74	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Dep. retained by seller 15,100.00	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/Town taxes		510. City/Town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER 15,178.74	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from Borrower (Line 120)		601. Gross amount due to Seller (Line 420) 30,200.00	
302. Less amount paid by/for Borrower (Line 220)		602. Less reductions due Seller (Line 520) (15,178.74	
303. CASH FROM BORROWER		603. CASH TO SELLER 15,021.26	

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Seller

Burleigh County Water Resource District

BY: 

NORTH DAKOTA GUARANTY & TITLE COMPANY, Settlement Agent

L. SETTLEMENT CHARGES										PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price		\$	②	%							
Division of Commission (line 700) as Follows											
701.	to										
702.	to										
703.	Commission Paid at Settlement										
704.	to										
800. ITEMS PAYABLE IN CONNECTION WITH LOAN											
801.	Loan Origination Fee	%	to								
802.	Loan Discount	%	to								
803.	Appraisal fee		to								
804.	Credit report		to								
805.	Lender's inspection fee		to								
806.	Mortgage insurance application fee		to								
807.	Assumption fee		to								
808.			to								
809.			to								
810.			to								
811.			to								
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE											
901.	Interest From	01/29/16	to	02/01/16	②	\$	day	(3 days	%)		
902.	Mortgage insurance premium		for	month to							
903.	Hazard insurance premium		for	year to							
904.			for	year to							
905.			to								
1000. RESERVES DEPOSITED WITH LENDER											
1001.	Hazard insurance	Months	②	\$			per Month				
1002.	Mortgage insurance	Months	②	\$			per Month				
1003.	City property taxes	Months	②	\$			per Month				
1004.	County property taxes	Months	②	\$			per Month				
1005.	Annual assessments	Months	②	\$			per Month				
1006.		Months	②	\$			per Month				
1007.		Months	②	\$			per Month				
1008.		Months	②	\$			per Month				
1100. TITLE CHARGES											
1101.	Settlement or closing fee		to	NORTH DAKOTA GUARANTY & TITLE COMPA							
1102.	Abstract or title search		to	NORTH DAKOTA GUARANTY & TITLE COMPA							
1103.	Title examination		to								
1104.	Title insurance binder		to								
1105.	Document preparation		to								
1106.	Notary fees		to								
1107.	Attorney's fees		to								
(includes above item numbers:)											
1108.	Owner's policy premium		to	NORTH DAKOTA GUARANTY & TITLE COMPA						78.74	
(includes above item numbers:)											
1109.	Lender's coverage										
1110.	Owner's coverage		\$ 30,200.00				78.74				
1111.	E-Recording Fee		to	SimpliLife							
1112.			to								
1113.			to								
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES											
1201.	Recording fees: Deed			Mortgage		\$ 16.00		Releases			
1202.	City/County tax/stamps: Deed							Mortgage			
1203.	State tax/stamps: Deed							Mortgage			
1204.			to								
1205.			to								
1300. ADDITIONAL SETTLEMENT CHARGES											
1301.	Survey		to								
1302.	Pest inspection		to								
1303.			to								
1304.			to								
1305.			to								
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)										78.74	

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement

HUD-1, Attachment

Borrower: Karen G Hogue
Lynn D Mills and Sharalynn L Mills

Seller: Burleigh County Water Resource
District
9828 Island Rd
Bismarck, ND

Lender:

Settlement Agent: NORTH DAKOTA GUARANTY & TITLE COMPANY
(701)223-6835
Place of Settlement: 400 E. BROADWAY STE 102
BISMARCK, ND 58501
Settlement Date: January 29, 2016
Disbursement Date: January 29, 2016
Property Location: 9828 Island Rd
Bismarck, ND
Burleigh County, North Dakota

Mona Livdahl

From: Michael Gunsch [mgunsch@houstoneng.com]
Sent: Wednesday, February 3, 2016 4:21 PM
To: Mona Livdahl
Cc: 'Reep, Dennis'
Subject: Burnt Creek Invoice
Attachments: Burnt Creek Crop Damage Claim and Reuest for Payment.pdf

Dennis:

Travis has reviewed this an all appears to be in order.
It can be included in the BCWRD briefing book for payment.

Thanks,

Michael Gunsch

Principal / Project Manager

Houston Engineering, Inc.

O 701.323.0200 | D 701.751.6277 | F 701.323.0300

3712 Lockport Street • Bismarck, ND • 58503

www.houstoneng.com

This entire message (including all forwards and replies) and any attachments are for the sole use of the intended recipient(s) and may contain proprietary, confidential, trade secret, work-product, attorney-client or privileged information. Any unauthorized review, use, disclosure or distribution is prohibited and may be a violation of law. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

Bismarck, Wb 58504-8917

Average Yield = 1866 lb/acre

\$ 9212.07

McCormick land
Burnt Creek
Diversum

(9.51)
over

(4.33
acres)

1/2 mi.

七

2590 ft.

03

**RESOLUTION CREATING THE FUND OF AN IMPROVEMENT DISTRICT,
PROVIDING FOR AND APPROPRIATING SPECIAL ASSESSMENTS FOR THE
SUPPORT AND MAINTENANCE OF SAID FUND, AND AUTHORIZING THE
ISSUANCE OF IMPROVEMENT WARRANTS THEREON**

BE IT RESOLVED by the Water Resource Board of the Burleigh County Water Resource District, North Dakota (the "**Issuer**"), as follows:

1. It is hereby found, determined and declared that the Issuer has heretofore duly created Burnt Creek Floodway Maintenance Assessment District (the "**Improvement District**") pursuant to North Dakota Century Code (the "**N.D.C.C.**") Section 61-16.1-40.1 and has ordered, received and approved plans and specifications, and estimates of the cost, for the construction of the improvements in the Improvement District; that the Board determined the necessity of constructing the improvements; that the Water Resource Board and the Burleigh County Board of County Commissioners each approved the Improvement District by a vote of two-thirds of the respective members; that contracts for construction of the improvements have been duly awarded and executed; that the contracts and contractors bonds have been and are hereby approved; that the Issuer possesses and has power to exercise through this Board jurisdiction over flood control projects and may regulate streams, channels or watercourses and the flow of water therein by changing, widening, deepening, or straightening the same, or otherwise improving the use and capacity thereof; that the Burnt Creek Floodway was constructed by the National Resources Conservation Service, f/k/a the Soil Conservation Service in 1975; that the Burnt Creek Floodway is in need of improvements to include, but not limited to, repair of damages related to the 2011 flood event, and removal of sediment accumulation and cattails from the floodway channel; that the total cost of the improvements in excess of any other funds on hand and appropriated for the payment of such cost, including North Dakota State Water Commission cost share funding, and including reimbursing other funds of the Issuer for any amounts temporarily advanced to meet immediate expenses of the improvements is now estimated to be approximately \$360,000; that the total benefits to all lots, tracts and parcels of land liable to be specially assessed for benefits resulting from the improvements in the Improvement District will be substantially in excess of the cost of the improvements to be assessed against the properties as herein provided; and that all acts, conditions, and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed preliminary to the issuance and sale of the improvement warrants to provide moneys to pay for the improvements have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

2. There is hereby created a special fund of the Issuer for the Burnt Creek Floodway Maintenance Assessment District, designated as follows: Burnt Creek Floodway Maintenance Assessment District Fund (the "**Fund**"). The Fund shall be held and administered by the Secretary separate and apart from all other funds of the Issuer and shall be continued and maintained as herein directed until all warrants issued thereon shall have been fully paid with interest. In such Fund there shall be maintained two separate accounts to be designated as the "Construction Account" and "Principal and Interest Account," respectively.

2.1. There shall be credited to the Construction Account in the Fund the proceeds of the sale of the Warrant issued against such Fund except the accrued interest and any other amounts required to be deposited into the Principal and Interest Account. All costs and expenses of making the improvement, including interest coming due during construction, costs of issuance and payment of temporary warrants, shall be paid from time to time as incurred and allowed from the Construction Account, upon construction account warrants signed by the Chairman and Secretary, and moneys in the Construction Account shall be used for no other purpose, provided, that if upon completion of the improvement and approval thereof by the Engineer for the Issuer, and payment of all claims and expenses in respect to the improvement, there shall remain any unexpended balance in the Construction Account, such balance shall be transferred to the Principal and Interest Account and handled and accounted for in the same manner as other moneys in that account.

2.2. There shall be credited to the Principal and Interest Account in the Fund the accrued interest on the Warrant drawn on the Fund from the date of the Warrant to the date of delivery thereof to the purchaser, the entire amount of special assessments, any revenues or general tax receipts appropriated to the Fund and any taxes to be levied with respect to that improvement as herein agreed, and any balance remaining in the Construction Account after completion of the improvement. Moneys in the Principal and Interest Account shall be used only for payment of the principal of and interest on Warrants drawn against the Fund as such payments become due.

2.3. The Issuer covenants and agrees with the holders from time to time of the \$360,000 Refunding Improvement Bonds, Series 2016, dated February __, 2016, of the Issuer (the "**Bonds**") that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "**Code**"), and regulations, amended regulations and proposed regulations issued thereunder, as now existing or as hereinafter amended or proposed and in effect at the time of such action.

2.4. Unless and until the regulations under Section 148 of the Code have been modified or amended in pertinent part, the Secretary shall ascertain monthly the amount on deposit in the Principal and Interest Account and in the Bond Fund. If the aggregate amount on deposit in the Bond Fund and in the Principal and Interest Account ever exceeds the aggregate amount of principal and interest due and payable from the Bond Fund within 13 months thereafter (except for a reasonable carryover amount), such excess shall not be invested except at a yield less than or equal to the yield on the Bonds, based upon their amounts, maturities and interest rates on their date of issue, computed by the actuarial method.

2.5. The Issuer shall assure that (i) not in excess of ten percent (10%) of the Net Proceeds of the Warrants is used for Private Business if, in addition, the payment of more than ten percent (10%) of the principal or ten percent (10%) of the interest due on the Warrants during the term thereof is, under term of the Warrants or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or by payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a

Private Business Use; and (ii) and that, in the event that both (A) in excess of five percent (5%) of the Net Proceeds of the Warrants are used for a Private Business Use, and (B) an amount in excess of five percent (5%) of the principal or five percent (5%) of the interest due on the Warrants during the term thereof is, under the terms of the Warrants or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for Private Business Use, then the excess over five percent (5%) of Net Proceeds of the Warrants used for a Private Business Use shall be used for a Private Business Use related to the governmental use of a portion of the Project and shall not exceed the proceeds used for the governmental use of the portion of the Project to which such Private Business Use is related.

2.6. The Issuer shall assure that not in excess of the lesser of five percent (5%) of the Net Proceeds of the Warrants are used, directly or indirectly, to make or finance a loan (other than loans constituting Nonpurpose Investments or assessments) to persons other than state or local government units.

2.7. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Warrants to be "federally guaranteed" within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

2.8. The Issuer hereby designates the Warrants as "qualified tax-exempt obligations" for purposes of paragraph (3) of Section 265(b) of the Code and covenants that the Warrants do not constitute "private activity bonds" as defined in Section 141 of the Code, and that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income taxes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code), including the Warrants, have been or shall be issued by the Issuer, including all subordinate entities of the Issuer, during the calendar year 2016.

2.9. For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements in accordance with Section 148(f)(4)(D) of the Code, the Issuer covenants that it is a governmental unit with general taxing powers; that the Bonds are not private activity bonds as defined in Section 141 of the Code; that ninety-five percent (95%) or more of the Net Proceeds of the Bonds are to be used for local governmental activities of the Issuer (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Issuer); and that the aggregate face amount of the tax-exempt obligations (other than private activity bonds as defined in Section 141 of the Code) issued by the Issuer, including all subordinate entities of the Issuer, during the calendar year 2016 will not exceed \$5,000,000.

3. With respect to the Improvement District, the Issuer irrevocably covenants and agrees with all holders of Warrants on the Fund of the Improvement District that it will perform, in accordance with law, all acts and things necessary for the valid annual levy of special assessments against properties within the Improvement District benefitted by the improvement, subject to Section 61-16.1-40.1, N.D.C.C., in an aggregate amount equal to the total cost of the improvement to the Issuer, except any portion, as the Issuer may determine to pay by the levy of ad valorem

taxes upon all taxable property within its corporate limits. In the event that the assessment should at any time be held invalid with respect to any lot or tract of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the Issuer or by the Board or by any Issuer officers or employees, whether in the making of the assessment or in the performance of any condition precedent thereto, the Issuer and this Board covenant and agree that they will forthwith do all such further acts and take all further proceedings as may be required by law to make such assessment valid and binding lien upon such lot or tract. The Issuer irrevocably agrees and covenants to continue to levy annual assessments over a period of years, subject to a reduction or extension of such period of time as may be deemed necessary by the Issuer due to collection of assessments, with the first certification and for first collection in the years, respectively, as follows, and annually thereafter:

<u>Improvement District</u>	<u>Repayment Period (Years)</u>	<u>Year Of First Levy</u>	<u>Year Of First Collection</u>
Burnt Creek Floodway Maintenance Assessment District	20	2016	2017

4. In anticipation of the collection of special assessments, revenues and other taxes, if any, and for the purpose of borrowing money to pay the cost of the improvements, the Issuer shall issue its improvement Warrant on the Fund pursuant to Section 61-16.1-34, N.D.C.C. The Warrant shall be dated February __, 2016 or the date of issuance. The Warrants shall be in registered form and shall bear interest from date of issue until paid at the rates set forth in Exhibit A hereto, payable semiannually on each May 1 and November 1, commencing _____. The Warrants shall not be subject to redemption or exchange except through the issuance of refunding improvement bonds in accordance with the provisions of Section 61-16.1-36, N.D.C.C. for which purpose the Warrants may be redeemed or exchanged on any date at par and accrued interest. The principal of and interest on the Warrants shall be payable at the office of the Secretary, in Bismarck, North Dakota. The Warrants drawn on the Fund shall be in the principal amounts, and shall be payable on May 1 in the respective years and amounts set forth in Exhibit A hereto.

The total cost of the improvements for the Improvement District, including construction, engineering, administrative, any land or easement acquisition required, and other fees and all other expenses incidental to the completion of the improvements, are estimated to be not less than as follows:

<u>Fund</u>	<u>Principal Amount</u>
Burnt Creek Floodway Maintenance Assessment District	\$360,000
TOTAL	\$360,000

5. The Warrants shall be printed in substantially the form attached hereto as Exhibit B.

6. The Warrants shall be prepared for execution under the direction of the Secretary and shall be executed on behalf of the Issuer by the signature of the Chairman, countersigned by the Secretary. When executed, the Warrants shall be delivered by the Secretary to the purchaser thereof upon payment of the purchase price agreed upon, and the purchaser shall not be obligated to see to the application of the purchase price.

7. The Issuer shall prepare and file with the County Auditor/Treasurer of Burleigh County on or before February 1 of each year a complete statement of the condition and resources of the Bond Fund; that in February of each year the Board of County Commissioners of Burleigh County is required by Section 61-16.1-25, N.D.C.C. to review such statement and determine whether there has been or will likely occur a default in the financial obligations secured by the Bond Fund coming due in the next thirteen (13) months; and that if such a determination is made, the Board of County Commissioners shall pay from the General Fund, or levy a general property tax upon all taxable property within the County, unlimited as to rate or amount to produce an amount which will be sufficient, along with the funds in the Bond Fund to equal 100% of the principal and interest coming due on the Bonds within the next twelve (12) months.

8. With respect to the Fund, the Issuer reserves the right and privilege of refunding any Warrants drawn against the Fund which are past due, or to the redemption or exchange of which the holder thereof shall have consented, and for the payment of which Warrants moneys are not at the time available in the Fund, by issuing new warrants pursuant to the provisions of Section 61-16.1-36, N.D.C.C. Such refunding warrant shall be payable from the Fund on a parity with the Warrants theretofore issued as to interest charges, but the maturities of the refunding warrant shall be subsequent to the maturities of all Warrants payable from the Fund and then outstanding, except the Warrants so refunded. With respect to the Fund, the Issuer also reserves the right to issue additional improvement warrants for the payment of the cost of the improvement in the Improvement District, to include if the actual cost of the improvement should be greater than has been estimated, and such additional warrants to be payable from the Fund on a parity with other Warrants drawn on the Fund.

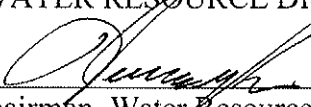
9. The officers of the Issuer and the County Auditor/Treasurer of Burleigh County are authorized and directed to prepare and furnish to the purchaser of the Warrants and to the attorneys approving the same, certified copies of all ordinances, resolutions, affidavits or other instruments relating to the establishment and construction of the improvement and the operation and maintenance thereof, and the levy of special assessments and taxes therefor and for the issuance of the improvement Warrants, which may be necessary or proper to show the validity of marketability of the Warrants, and all instruments and transcripts so furnished, constitute representations of the Issuer as to the correctness of the facts as stated or recited therein.

(Remainder of this page intentionally left blank.)

1-19-2016

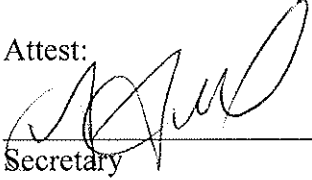
Dated: February __, 2016.

BURLEIGH COUNTY
WATER RESOURCE DISTRICT



Chairman, Water Resource Board

Attest:



Secretary

The governing body of the District acted on the foregoing resolution at a properly noticed meeting held in Bismarck, North Dakota, on January 12, 2016, with the motion for adoption made by Larson and seconded by Beck, and the roll call vote on the motion was as follows:

"Aye" Larson, Beck, Weixel, Detwiler, Reep

"Nay" N/A

Absent N/A

Abstain N/A

EXHIBIT A

BURLEIGH COUNTY WATER RESOURCE DISTRICT

\$360,000

BURNT CREEK FLOODWAY MAINTENANCE ASSESSMENT DISTRICT
DEFINITIVE IMPROVEMENT WARRANT OF 2016

SCHEDULE OF MATURITIES AND INTEREST RATES

<u>Year*</u>	<u>Amount</u>	<u>Interest Rate</u>
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		

* Principal maturities payable on May 1 in the year indicated.

100
2/1

R-1

**BURLEIGH COUNTY WATER RESOURCE DISTRICT
DEFINITIVE IMPROVEMENT WARRANT**

Principal Amount: Dollars (\$)

Registered Holder: _____
_____, _____

<u>Dated Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
		See Schedule on Reverse

<u>Interest Payment Dates</u>	<u>Initial Interest Payment Date</u>	<u>Registrar/Paying Agent</u>
May 1 and November 1		Secretary

BURLEIGH COUNTY WATER RESOURCE DISTRICT (the "Issuer"), a political subdivision of and existing under and pursuant to the laws of the State of North Dakota acknowledges itself indebted and for value received hereby promises to pay to the Registered Holder the Principal installments set forth on the reverse hereof and on the Maturity Date, unless redeemed prior thereto as provided in the Financing Resolution (the "**Resolution**") adopted by the Water Resource Board on _____, 2016, at which time interest shall cease to accrue provided money for such redemption is on deposit with the Paying Agent, and to pay interest on the Principal Amount at the Interest Rate shown opposite each principal installment from the Dated Date to the Initial Interest Payment Date and on each Interest Payment Date thereafter including the Maturity Date. The principal installments of and interest on this Warrant are payable in lawful money of the United States of America by check or draft mailed or delivered to the registered owner hereof as the registered owner's address appears on the book of registry at the office of the Registrar and Paying Agent.

This definitive improvement warrant is a duly authorized warrant of the Issuer (the "**Warrant**") issued by the Issuer in the principal amount of \$360,000 under and pursuant to North Dakota Century Code Chapter 61-16.1 and the Resolution. The Warrant is issued on a special fund and represents a portion of the cost of improvements for Burnt Creek Floodway Maintenance Assessment District (the "**District**"). Capitalized terms used herein which are not specifically defined herein shall have the same meanings given to such terms in the Resolution. A copy of the Resolution is on file in the office of the Secretary in Bismarck, North Dakota.

The Warrant:

- (i) is transferable, as provided in the Resolution;
- (ii) is subject to optional redemption, as provided in the Resolution; and
- (iii) shall be subject to the payment of the sinking fund installments set out herein.

The Warrant is a special obligation of the Issuer and is payable solely out of the Fund which derives its revenues from special assessments levied to pay for improvements within the District or from service charges as provided in NDCC Section 61-16.1-34. Whenever all special assessments and any other revenues or taxes appropriated and theretofore collected are insufficient to pay principal and interest then due on the Warrant, Burleigh County, North Dakota is required to advance to the Fund the amount necessary to cover the anticipated deficiency in accordance with NDCC Section 61-16.1-25, and as provided by NDCC Section 61-16.1-25, advances made by the County shall be obligations of the Issuer payable from any surplus in the Fund and from future Issuer budgets and tax levies. The Warrant is issued in full conformity with the Constitution and laws of the State of North Dakota and the ordinances and resolutions of the Issuer duly adopted and approved prior to the issue hereof.

This Warrant may be exchanged for Refunding Improvement Bonds, Series 2016 at the option of the registered owner.

IN WITNESS WHEREOF, the Issuer has caused the Warrant to be executed in the name of the Issuer and on its behalf by the manual or facsimile signature of the Chairman of the Water Resource Board and attested to by the manual or facsimile signature of the Secretary, and has hereunto affixed, imprinted, engraved or otherwise reproduced the official seal of the Issuer (or a facsimile thereof).

BURLEIGH COUNTY WATER RESOURCE DISTRICT ATTEST:

Chairman, Water Resource Board
(S E A L)

Secretary

SINKING FUND INSTALLMENTS

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>

*Final Maturity

ASSIGNMENT

For value received _____ hereby sells, assigns and transfers unto _____ the within-mentioned Warrant and hereby irrevocably constitutes and appoints _____, attorney-in-fact, to transfer the same on the book of registry with full power of substitution in the premises.

Dated: _____

By _____
Title _____

NO WRITING HEREON EXCEPT BY THE REGISTRAR

The Registrar has transferred on the book of registry, on the date last noted below, to the registered assign noted opposite said date, ownership of the principal amount of and interest on this Warrant, except the amounts of principal and interest theretofore paid:

Date of Transfer

Registered Assign

Signature of Registrar

Burleigh County Water Resource
District
Refunding Improvement Bonds,
Series 2016 Fund

100
100

**RESOLUTION AUTHORIZING THE ISSUANCE OF
\$360,000 REFUNDING IMPROVEMENT BONDS, SERIES 2016,
PRESCRIBING THE TERMS AND COVENANTS THEREOF,
AND CREATING A FUND FOR THE PAYMENT THEREOF**

BE IT RESOLVED by the Water Resource Board of the Burleigh County Water Resource District, North Dakota (the "**Issuer**"), as follows:

1. **WARRANTS.** In and by a resolution heretofore adopted this date, the Issuer has authorized the issuance of definitive improvement warrants in the aggregate principal amount of \$360,000 (the "**Warrants**") payable from the funds of Burnt Creek Floodway Maintenance Assessment District described in the resolution, and subject to the terms, provisions and covenants set forth in the resolution, which is hereby incorporated herein and made a part hereof.

2. **AUTHORIZATION OF REFUNDING IMPROVEMENT BONDS.** It is hereby found, determined and declared that the improvement Warrants were duly and legally authorized under authority of and in accordance with the provisions of Chapter 61-16.1 of the North Dakota Century Code ("**N.D.C.C.**"); that there is not at the present time in the Improvement District Funds sufficient money to pay the Warrants drawn thereon with interest, and by the exchange of the Warrants for refunding improvement bonds the interest rate and interest costs thereon will be substantially reduced, and the general tax which the Issuer may become obligated to levy for any deficiencies in the funds can be reduced and equalized, and the burden on the taxpayers and property owners will be substantially reduced; that the Warrants are subject to exchange at the option of the Issuer for the purpose of issuing refunding improvement bonds of the Issuer in accordance with the provisions of Section 61-16.1-36, N.D.C.C.; that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed precedent to the issuance of the refunding improvement bonds hereinafter described have been done, do exist, have happened and have been performed in due form, time and manner as so required; and that the issuance of the refunding improvement bonds is necessary and expedient and for the best interest of the Issuer and its inhabitants, taxpayers and the owners of property liable to be assessed for the improvements. The Issuer has received an offer to purchase the Warrants from Dougherty & Company LLC, Minneapolis, Minnesota, at a price of \$_____ plus accrued interest, and upon the further terms and conditions set forth in this Resolution, which terms are equivalent to a true interest rate on the Bonds of _____% per annum; and said bid is reasonable and advantageous to the Issuer, and it is hereby accepted. The Chairman and Secretary are directed to execute in duplicate a contract on the part of the Issuer for the sale of the Bonds in accordance with the proposal described in this section and to deliver a duplicate to the purchaser.

3. **TERMS.** For the purpose of refunding the Warrants, the Issuer shall forthwith issue its Refunding Improvement Bonds, Series 2016, in the aggregate principal amount of \$360,000 (the "**Bonds**"), dated _____, 2016. The Bonds shall be issued in fully registered form, shall mature on May 1 in the years and amounts as follows, and shall bear interest at the annual rates set forth opposite the years and amounts from the date of issue until paid or

redeemed, as set forth in Exhibit A hereto. The interest on the Bonds shall be payable on May 1 and November 1 in each year, commencing _____. The principal of and interest on the Bonds shall be payable at Starion Bond Services, Bismarck, North Dakota (the "**Paying Agent**"), and the Issuer hereby agrees to pay the reasonable and customary charges of the paying agent for the receipt and disbursement of such principal and interest.

4. **OPTIONAL REDEMPTION.** Bonds maturing in the years 20__ and thereafter shall each be subject to redemption and prepayment at the option of the Issuer on May 1, 20__, and any date thereafter, at a price equal to the principal amount thereof and accrued interest. Not less than thirty (30) days prior to the date specified for redemption and prepayment of any of the Bonds the Issuer will cause notice of call to be mailed to the registered holders thereof. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the holder without charge, representing the remaining principal amount outstanding.

5. **MANDATORY REDEMPTION.** Bonds designated as term bonds in Exhibit A hereto are subject to mandatory sinking fund redemption, by random selection, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, on May 1, in the years and in the amounts set out in Exhibit A hereto.

6. **FORM OF BONDS.** The Bonds shall be in substantially the form attached hereto as Exhibit B.

7. **PREPARATION, EXECUTION AND DELIVERY OF BONDS.** The Bonds shall be initially issued as book-entry only bonds with one bond issued for each stated maturity in the aggregate principal amount of such maturity. The Bonds shall be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, and the Bond Registrar shall treat the record owner as the absolute owner of the Bonds. So long as Cede & Co. is the registered owner of the Bonds, references herein to the Bondholders or registered owners of the Bonds shall mean Cede & Co. and shall not mean the beneficial owners of the Bonds. The Bonds shall be printed under the direction of the Secretary, and shall be executed on behalf of the Issuer by the facsimile signatures of the Chairman and the Secretary and the Certificate of Authentication shall be manually signed by an authorized representative of the Bond Registrar. When the Bonds have been so prepared and executed, the Secretary shall deliver the same to the purchaser thereof upon payment of the purchase price in accordance with the contract of sale. The purchaser shall not be obligated to see to the application of the purchase price.

8. **REGISTRATION, TRANSFER AND EXCHANGE.** Books for the registration and for the transfer of the Bonds as provided in this Resolution shall be kept by Starion Bond Services, Bismarck, North Dakota, which is hereby appointed the Bond Registrar of the Issuer for the Bonds. Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bonds (i) during the period commencing on the fifteenth (15th) day of the month next preceding any Interest Payment Date and ending on such Interest Payment Date, (ii) fifteen (15) days before the day for the selection of Bonds to be redeemed or, (ii) selected, called, or being called for redemption in whole or in part.

The Bonds are issuable as registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof not in excess of any single maturity. Subject to the limitations of and upon payment of the charges provided for in this Resolution, registered Bonds may be exchanged for a like aggregate principal amount of other authorized denominations of registered Bonds of the same Series and the same maturity.

As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded by the Bond Registrar, the Issuer and Paying Agent as the absolute owner thereof for all purposes. Payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative and neither the Issuer nor the Bond Registrar nor any Paying Agent shall be affected by any notice to the contrary, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums paid.

The Bond Registrar shall require the payment by any bondholder requesting exchange or transfer of a sum sufficient to cover any tax or other governmental charge that may be imposed on the Issuer or the Bond Registrar with respect to such exchange or transfer and a sum sufficient to pay the cost of preparing each new Bond issued upon such exchange or transfer.

9. **AUTHENTICATION.** No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a Certificate of Authentication on such Bond, substantially in the form set forth on Exhibit B, shall have been duly executed by the Bond Registrar. Such executed Certificate of Authentication of the Bond Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Resolution. The Bond Registrar's Certificate of Authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Bond Registrar, but it shall not be necessary that the same officer or signatory sign the Certificate of Authentication on all of the Bonds.

10. **REPLACEMENT OF BONDS.** If any Bond is mutilated, lost, stolen, or destroyed, the Issuer shall execute and the Bond Registrar shall authenticate a new Bond of the same date, maturity, and aggregate denomination, as that mutilated, lost, stolen, or destroyed; provided that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Bond Registrar, and in the case of any lost, stolen, or destroyed Bond, there shall be first furnished to the Issuer and the Bond Registrar evidence of such loss, theft, or destruction satisfactory to the Issuer and the Bond Registrar, together with an indemnity satisfactory to them. In the event any such Bond shall have matured or been called for redemption, instead of issuing a duplicate Bond, the Issuer may pay the same. The Bond Registrar may charge the holder or owner of such Bond with

their reasonable fees and expenses including reasonable attorneys' fees and expenses in connection with replacing any Bond mutilated, lost, stolen, or destroyed.

11. **CANCELLATION.** Whenever any outstanding Bond shall be delivered to the Bond Registrar for cancellation pursuant to this Resolution or for replacement pursuant to paragraph 10 hereof or for transfer or exchange pursuant to paragraph 8 hereof, such Bond shall be cancelled and destroyed by the Bond Registrar and counterparts of a certificate of destruction evidencing such destruction shall be furnished by the Bond Registrar to the Issuer.

12. **FUNDS HELD FOR PAYMENT.** In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for the payment of such Bond shall forthwith cease, terminate, and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds without liability for interest thereon, for the benefit of the owner of such Bond who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Resolution or on, or with respect to, the Bond; provided, that any funds which shall be so held by the Paying Agent and which remain unclaimed by the holder of any Bond not presented for payment by May 1, 2037, shall be returned to the Issuer free of any trust or lien and thereafter any such holder shall look only to the Issuer for payment of such amount without interest thereon and the Paying Agent shall have no further responsibility with respect to such moneys.

13. **2016 REFUNDING IMPROVEMENT BOND FUND.** There shall be and is hereby created a special fund to be maintained by the Secretary separate and apart from all other funds of the Issuer, to be designated as the 2016 Refunding Improvement Bond Fund (the "**Bond Fund**"). To the fund shall be credited the Warrants referred to in paragraph 1 hereof when received by the Secretary, which Warrants shall thereupon become and shall thereafter be held as assets of the fund, and the proceeds of all collections on the Warrants so acquired shall be held by the Issuer in trust for the use and benefit of the holders from time to time of the Bonds herein authorized. The fund of the improvement district described in the resolution referred to in paragraph 1 hereof shall be continued and payments shall be made therefrom on the Warrants drawn thereon in the same manner as though the Warrants had not been exchanged. All payments of principal and interest made on the Warrant shall be credited to the Bond Fund and shall be used and applied in payment of the principal of and interest on the Bonds as such principal and interest becomes due.

14. **TAX COVENANTS.**

(a) The Issuer covenants and agrees with the holders from time to time of the Bonds that it will not take or permit, nor fail to take or permit, any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "**Code**"), and the regulations, amended regulations and proposed regulations issued thereunder, as now existing or as hereinafter amended or proposed and in effect at the time of such action.

(b) The Issuer covenants and agrees with the holders from time to time of the Bonds it will assure that (i) not in excess of ten percent (10%) of the Net Proceeds of the Bonds is used for Private Business Use if, in addition, the payment of more than ten percent (10%) of the principal or ten percent (10%) of the interest due on the Bonds during the term thereof is, under the terms of the Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) and that, in the event that both (A) in excess of five percent (5%) of the Net Proceeds of the Bonds are used for a Private Business Use, and (B) an amount in excess of five percent (5%) of the principal or five percent (5%) of the interest due on the Bonds during the term thereof is, under the terms of the Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for Private Business Use or in payments in respect of property used or to be used for Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for Private Business Use, then the excess over five percent (5%) of Net Proceeds of the Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project and shall not exceed the proceeds used for governmental use of the portion of the Project to which such Private Business Use is related.

(c) The Issuer covenants and agrees with the holders from time to time of the Bonds that it will assure that not in excess of the lesser of five percent (5%) of the Net Proceeds of the Bonds are used, directly or indirectly, to make or finance a loan (other than loans constituting Nonpurpose Investments or assessments) to persons other than state or local governmental units.

(d) The Issuer further covenants and agrees with the holders from time to time of the Bonds that it will not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

15. QUALIFIED TAX-EXEMPT OBLIGATIONS. The Issuer hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of paragraph (3) of Section 265(b) of the Code and covenants that the Bonds do not constitute "private activity bonds" as defined in Section 141 of the Code, and that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income taxes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code), including the Bonds, have been or shall be issued by the Issuer, including all subordinate entities of the Issuer, during the calendar year 2016.

16. ARBITRAGE.

(a) Unless and until the regulations under Section 148 of Code have been modified or amended in pertinent part, the Secretary shall ascertain monthly the amount on deposit in the Principal and Interest Account of the fund of the improvement district referred to in paragraph 1 hereof and in the Bond Fund. If the aggregate amount on deposit in such Principal and Interest Account and in the Bond Fund ever exceeds the aggregate amount of principal and interest due and payable from the Bond Fund within 13 months thereafter (except for a reasonable carryover), such excess shall not be invested except at a yield less than or equal to the yield on the Bonds, based upon their amounts, maturities and interest rates on their dates of issue, computed by the actuarial method.

(b) For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements in accordance with Section 148(f)(4)(D) of the Code, the Issuer covenants that it is a governmental unit with general taxing powers; that the Bonds are not "private activity bonds" as defined in Section 141 of the Code; that ninety-five percent (95%) or more of the Net Proceeds of the Bonds are to be used for local governmental activities of the Issuer (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Issuer); and that the aggregate face amount of all the tax-exempt obligations (other than private activity bonds as defined in Section 141 of the Code) issued by the Issuer, including all subordinate entities of the Issuer, during the calendar year 2016 will not exceed \$5,000,000.

(c) On the date fixed for the delivery of the Bonds, the Chairman and the Secretary shall make and file in the office of the Secretary and deliver to the purchaser a certificate in accordance with the provisions of Section 148 of the Code and Treasury Regulations Sections 1.148-2(b) stating that on the basis of the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds, as such facts, estimates and circumstances are set forth in the certificate, it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds within the meaning of the Code and Regulations.

17. COVENANTS AND AGREEMENTS OF THE ISSUER. The Issuer covenants and agrees with the holders from time to time of each of the Bonds, (a) that it will use due diligence to collect the Warrants and special assessments; (b) that it will preserve and enforce for the benefit of the holders of the Bonds all of the rights, powers, and privileges reserved to holders of the Bonds, and all of the covenants of the Issuer provided in the Resolution authorizing the Warrants; (c) that the Issuer shall prepare and file with the County Auditor/Treasurer of Burleigh County on or before February 1 of each year a complete statement of the condition and resources of the Bond Fund; that in February of each year the Board of County Commissioners of Burleigh County is required by Section 61-16.1-25, N.D.C.C. to review such statement and determine whether there has been or will likely occur a default in the financial obligations secured by the Bond Fund coming due in the next thirteen (13) months; and that if such a determination is made, the Board of County Commissioners shall pay from the General Fund, or levy a general property tax upon all taxable property within the County, unlimited as to rate or amount to produce an amount which will be

sufficient, along with the funds in the Bond Fund to equal 100% of the principal and interest coming due on the Bonds within the next twelve (12) months; and (d) that if the balance in the Bond Fund should at anytime be insufficient to pay all principal and interest then due on the Bonds issued under this Resolution, such balance shall be used first to pay the interest due, and the remainder shall be applied in payment of the principal due on the Bonds in direct order of maturity years and pro rata as to Bonds maturing in the same year. The Issuer reserves the privilege of refunding any of such matured Bonds for the payment of which moneys are not at the time available by issuing new bonds payable from the fund, on a parity with those theretofore issued as to interest charges therein, but the maturity of any such new bonds shall be subsequent to the maturity of all Bonds payable from the fund which then remain outstanding.

18. DISCHARGE. When all of the Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this Resolution shall cease. The Issuer may discharge all Bonds due on any date by depositing with the Paying Agent on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, the same may nevertheless be discharged by depositing with the Paying Agent a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The Issuer may also discharge all Bonds at any time by irrevocably depositing in escrow with a suitable bank, for the purpose of paying all principal and interest when due on such Bond, a sum of cash and securities of the types described in Section 40-27-13, N.D.C.C., in such aggregate amount, bearing interest at such rates and maturing or callable at the holder=s option on such dates as shall be required to provide funds sufficient for this purpose.

19. OTHER PROCEEDINGS. The officers of the Issuer are authorized and directed to prepare and furnish to the purchasers of the Bonds, and to the attorneys approving the legality thereof, records of the Issuer, and certificates and affidavits as to other matters shown by their official records and otherwise known to them, which may reasonably be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments so furnished, including any heretofore furnished, shall constitute representations of the Issuer as to the correctness of all facts stated or recited therein. Delivery of the Bonds is subject to the approving opinion of bond counsel and customary closing certificates, including a certificate as to absence of material litigation and an arbitrage certificate.

20. OFFICIAL STATEMENT. The use and distribution of the Official Statement for the sale of the Bonds is hereby authorized, approved, and ratified and the use thereof prior to the date hereof is ratified and confirmed as of the date first circulated.

(Remainder of this page intentionally left blank.)

Dated: 1-12-, 2016.

BURLEIGH COUNTY
WATER RESOURCE DISTRICT

[Signature]
Chairman, Water Resource Board

Attest:

[Signature]
Secretary

The governing body of the District acted on the foregoing resolution at a properly noticed meeting held in Bismarck, North Dakota, on January 12, 2016, with the motion for adoption made by LARSON and seconded by BECK, and the roll call vote on the motion was as follows:

"Aye" LARSON, BECK, WEIXEL, DETWILLER, REEP

"Nay" N/A

Absent N/A

Abstain N/A

EXHIBIT A

BURLEIGH COUNTY WATER RESOURCE DISTRICT

\$360,000

REFUNDING IMPROVEMENT BONDS, SERIES 2016

SCHEDULE OF MATURITIES AND INTEREST RATES

\$ @ % Term Bond Maturing May 1, 20	
<u>Date</u>	<u>Principal Amount</u>
May 1, 20	\$

20
100

R-1

**BURLEIGH COUNTY WATER RESOURCE DISTRICT
REFUNDING IMPROVEMENT BONDS, SERIES 2016**

Book Entry Term Bond

Principal Amount: _____ Dollars (\$ _____)

Registered Holder: Cede & Co.

<u>Dated Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP</u>
	May 1, 20____	%	
<u>Interest Payment Dates</u>	<u>Initial Interest Payment Date</u>	<u>Registrar/Paying Agent</u>	
May 1 and November 1		Starion Bond Services	

BURLEIGH COUNTY WATER RESOURCE DISTRICT, NORTH DAKOTA (the "**Issuer**"), acknowledges itself indebted and for value received hereby promises to pay to the Registered Holder the Principal installments set forth on the reverse hereof and on the Maturity Date, unless redeemed prior thereto as provided in the Resolution at which time interest shall cease to accrue provided money for such redemption is on deposit with the Paying Agent, and to pay interest on the Principal Amount at the Interest Rate specified above from the Dated Date hereof to the Initial Interest Payment Date and on each Interest Payment Date thereafter including the Maturity Date. Such interest will be payable by wire transfer to DTC.

This book-entry bond is one of a duly authorized series of bonds of the Issuer (the "**Bonds**") issued by the Issuer in the aggregate principal amount of \$360,000 under and pursuant to North Dakota Century Code Chapter 61-16.1 and the Bond Resolution (the "**Resolution**") adopted by the Water Resource Board on _____, 2016 in exchange for a definitive improvement warrant of like principal amount (the "**Warrant**") issued on a special fund and which represents the cost of improvements for Burnt Creek Floodway Maintenance Assessment District (the "**District**") of the Issuer. Capitalized terms used herein which are not specifically defined herein shall have the same meanings given to such terms in the Resolution. A copy of the Resolution is on file in the office of the Secretary in Bismarck, North Dakota.

The Bonds:

- (i) are transferable, as provided in the Resolution;
- (ii) are subject to optional redemption, as provided in the Resolution;
- (iii) shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Paying Agent; and
- (iv) shall be subject to the payment of the sinking fund installments set out herein.

Notwithstanding any other provisions herein set out, so long as Cede & Co. is the registered owner hereof, the provisions of the Blanket Issuer Letter of Representations previously entered into by and between the Issuer and DTC shall be controlling as to the matters addressed therein and all the terms and provisions therein are incorporated herein as though fully set out herein.

Additional provisions of this Bond are contained on the reverse hereof and such provisions shall for all purposes have the same effect as though fully set forth at this place.

112
116

IN WITNESS WHEREOF, the Issuer has caused the Bonds to be executed in the name of the Issuer and on its behalf by the facsimile signature of the Chairman and attested to by the facsimile signature of the Secretary.

BURLEIGH COUNTY WATER RESOURCE DISTRICT
Chairman

ATTEST:
Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.
STARION BOND SERVICES

Bismarck, ND 58503
as Bond Registrar

Authorized Representative

The Bonds are special obligations of the Issuer and are payable solely out of the Refunding Fund which holds as an asset pledged to the repayment of this Bond, the Warrant issued on the Fund. The Warrant is payable from special assessments levied to pay for improvements within the District. Whenever all special assessments and any other revenues or taxes appropriated and theretofore collected are insufficient to pay principal and interest then due on the Bonds, Burleigh County, North Dakota is required to advance to the Fund the amount necessary to cover the anticipated deficiency in accordance with NDCC Section 61-16.1-25, and as provided by NDCC Section 61-16.1-25, advances made by the County shall be obligations of the Issuer payable from any surplus in the Fund and from future Issuer budgets and tax levies. The Bonds are issued in full conformity with the Constitution and laws of the State of North Dakota and the ordinances and resolutions of the Issuer duly adopted and approved prior to the issue hereof.

SINKING FUND INSTALLMENTS

<u>Redemption Date</u> (May 1)	<u>Principal Amount</u>
20	\$
20*	\$

* Final Maturity

We certify that the foregoing is a full and correct copy of the text of the legal opinion of bond counsel on the issue of the Bonds of the Burleigh County Water Resource District, North Dakota, which includes the within Bond, rendered as of the date of the original delivery of and payment for the Bond.

Chairman

Secretary

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11/9

WEISZ & SONS INC.
P.O. BOX 1756
BISMARCK, ND 58502-1756
701-258-9770

LETTER OF TRANSMITTAL

To Houston Engineering
3712 Lockport St.
Bismarck ND 58503

DATE 12/22/2015
JOB # 15-016
ATTN: Travis Johnson
RE: Burnt Creek Flood Control

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via the following items:
☐ Shop Drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of Letter ☐ Change Order ☒ Other _____

COPIES	DATE	NO.	DESCRIPTION
1	12/22/2015		Pay Estimate
1	12/22/2015		Change Order

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit copies for approval
☐ For your use ☐ Approved as noted ☐ Submit copies for distribution
☒ As requested ☐ Returned for corrections ☐ Return corrected prints
☐ For review/comment ☐ _____
☐ FOR BIDS DUE _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS

COPY TO _____

SIGNED: _____



Change Order

No. 4 (Weisz)

Date of Issuance: 12/22/15

Effective Date: 12/22/15

Project: Burnt Creek Flood Control
2011 Flood Damage Restoration

Owner: Burleigh County Water
Resource District

Owner's Contract No.:

Contract:

Date of Contract: 3/23/15

Contractor: Weisz & Sons, Inc.

Engineer's Project No.: 4241-300

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

Description:

Item #16 – Adjust unit price for Clean Culverts to \$2,704.00 for an INCREASE of \$954.00

Total value of this Change Order is Increase of \$954.00

Attachments (list documents supporting change): Pay Request #5 Weisz

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$33,750.00

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): July 17, 2015

Ready for final payment (days or date): July 31, 2015

[Increase] [~~Decrease~~] from previously approved
Change Orders No. 1 to No. 4:

\$N/A for Weisz

[Increase] [~~Decrease~~] from previously approved Change Orders
No. 1 to No. 4:

Substantial completion (days): 21 DAYS

Ready for final payment (days): 21 DAYS

Contract Price prior to this Change Order:

\$33,750.00

Contract Times prior to this Change Order:

Substantial completion (days or date): August 7, 2015

Ready for final payment (days or date): August 21, 2015

[Increase] [~~Decrease~~] of this Change Order:

\$954.00

[Increase] [~~Decrease~~] of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Price incorporating this Change Order:

\$34,704.00

Contract Times with all approved Change Orders:

Substantial completion (days or date): August 7, 2015

Ready for final payment (days or date): August 21, 2015

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 12/22/15

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

Date: 1/12/2016

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 12-22-15

Contractor's Application for Payment No.

5

Application Period: Aug 22, 2015 to Dec 21, 2015		Application Date: 22-Dec-15
To (Owner): Burleigh County Water Resource District	From (Contractor): Weisz & Sons, Inc.	Via (Engineer): Houston Engineering, Inc.
Project: Burnt Creek Flood Control 2011 Damage Restoration	Contract:	
Owner's Contract No.: 3689186	Contractor's Project No.:	Engineer's Project No.: 4241-300

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
4	\$954.00	
TOTALS	\$954.00	
NET CHANGE BY CHANGE ORDERS	\$954.00	

1. ORIGINAL CONTRACT PRICE.....	\$	\$33,750.00
2. Net change by Change Orders.....	\$	\$954.00
3. Current Contract Price (Line 1 + 2).....	\$	\$34,704.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$34,704.00
5. RETAINAGE:		
a. X \$34,704.00 Work Completed.....	\$	
b. X Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$34,704.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	
8. AMOUNT DUE THIS APPLICATION.....	\$	\$34,704.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Ryan Helton Date: 12-22-15

Payment of: \$ 34,704.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: Trevin G Johnson 12/22/15
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: [Signature] 1/12/2016
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Endorsed by the Construction Specifications Institute.

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Progress Estimate

Contractor's Application

For (contract)				Application Number.				
Application Period				Application Date				
A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (E) B	Balance to Finish (B - F)
Specification Section No	Description		From Previous Application (C - D)	This Period				
	Contract Bond							
	Mobilization							
	Borrow Excavation							
	Waste Excavation							
	Riprap							
	Topsoiling							
	Seeding Class II							
	Seeding Class III							
	Geotextile Fabric							
	Wood Excelsior Fiber Mat							
	Remove and Salvage Culvert - All Types & Sizes							
	Pipe Conduit 24 Inch							
	Canal Gate 24 Inch							
	Muck Excavation							
	New 32' Double Swing Gate							
	Clean Culverts	\$2,704.00		\$2,704.00		\$2,704.00	100.0%	
	Floating Silt Curtain							
	Clearing & Grubbing							
	Sluice Gate	\$32,000.00		\$32,000.00		\$32,000.00	100.0%	
	Fence							
	Salvage and Repair Existing Gate							
	Totals	\$34,704.00		\$34,704.00		\$34,704.00		

Progress Estimate

Contractor's Application

For (contract).							Application Number			
Application Period							Application Date			
A				B	C	D	E	F		
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (P) B	Balance to Finish (B - F)
Bid Item No	Description									
	1 Contract Bond									
	2 Mobilization									
	3 Borrow Excavation									
	4 Waste Excavation									
	5 Riprap									
	6 Topsoiling									
	7 Seeding Class II									
	8 Seeding Class III									
	9 Geotextile Fabric									
	10 Wood Excelstor Fiber Mat									
	11 Remove and Salvage Culvert - All Types & Sizes									
	12 Pipe Conduit 24 Inch									
	13 Canal Gate 24 Inch									
	14 Muck Excavation									
	15 New 32' Double Swing Gate									
	16 Clean Culverts	1	\$1,750.00	\$1,750.00						\$1,750.00
	17 Floating Silt Curtain									
	18 Clearing & Grubbing									
	19 Sluice Gate	2	\$16,000.00	\$32,000.00						\$32,000.00
	20 Fence									
	21 Salvage and Repair Existing Gate									
	Totals			\$33,750.00						\$33,750.00

Mona Livdahl

From: Travis Johnson [tjohnson@houstoneng.com]
Sent: Tuesday, January 12, 2016 4:25 PM
To: Dennis Reep (Dennis.Reep@hdrinc.com); Mona Livdahl; Terry Fleck (tfleck@attitudedr.com); Michael Gunsch
Subject: FW: Burnt Creek - Rodent Cage
Attachments: 20160112161833922.pdf

See attached proposal for a protective cage around the sluice gates that we just installed in the Hwy 1804 bridge at Burnt Creek. This would protect the gates from larger debris coming downstream, from vandalism or tampering, and depending on bar spacing – would help keep the local wildlife from packing the culverts full of mud and sticks.

They are showing a bar spacing of 5 inches, but I think that to really keep out the beavers and musk rats, we would have to go smaller than that. That is probably a question to contact Game and Fish with to ask them what works.

Their proposed price to fabricate, galvanize and install the cage is \$7,350.

Travis Johnson
Civil Engineer
Houston Engineering, Inc.
O 701.323.0200 | F 701.323.0300 | D 701.751.6287

From: Ryan Holen [mailto:ryan@weiszandsons.net]
Sent: Tuesday, January 12, 2016 4:15 PM
To: Travis Johnson <tjohnson@houstoneng.com>
Cc: Don Weisz <don@weiszandsons.net>
Subject: Burnt Creek - Rodent Cage

Travis, Attached is our proposal and drawing on a rodent cage at Burnt Creek.
Any questions please let us know.
Thank you,

WEISZ
& SONS INC
CONTRACTORS

Ryan Holen

Secretary/Treasurer
Project Manager/Contract Administrator
Phone – 701-258-9770
Cell – 701-527-3094
Fax – 701-258-2194
www.weiszandsons.net

WEISZ

& SONS INC
GENERAL CONTRACTOR

PO Box 1756, Bismarck ND
Ph. 701-258-9770 Fax 701-258-2194

PROPOSAL

Proposal Submitted to: Houston Engineering, Travis Johnson	Phone	Date: January 12, 2016
Job Name: Burnt Creek – Rodent Cage	Job Location: Burnt Creek – Hwy. 1804	

Scope of Work:

Field measure for cage fabrication.
Fabricate cage after drawing approval. (See attached drawing)
Galvanize cage.
Dam off work area and dewater.
Install cage.

Lump Sum Price \$7,350.00

Payment to be made as follows – Net 30 Days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature *[Signature]* Date 1-12-16 (Note: This proposal may be withdrawn by us if not accepted within _____ days.)

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

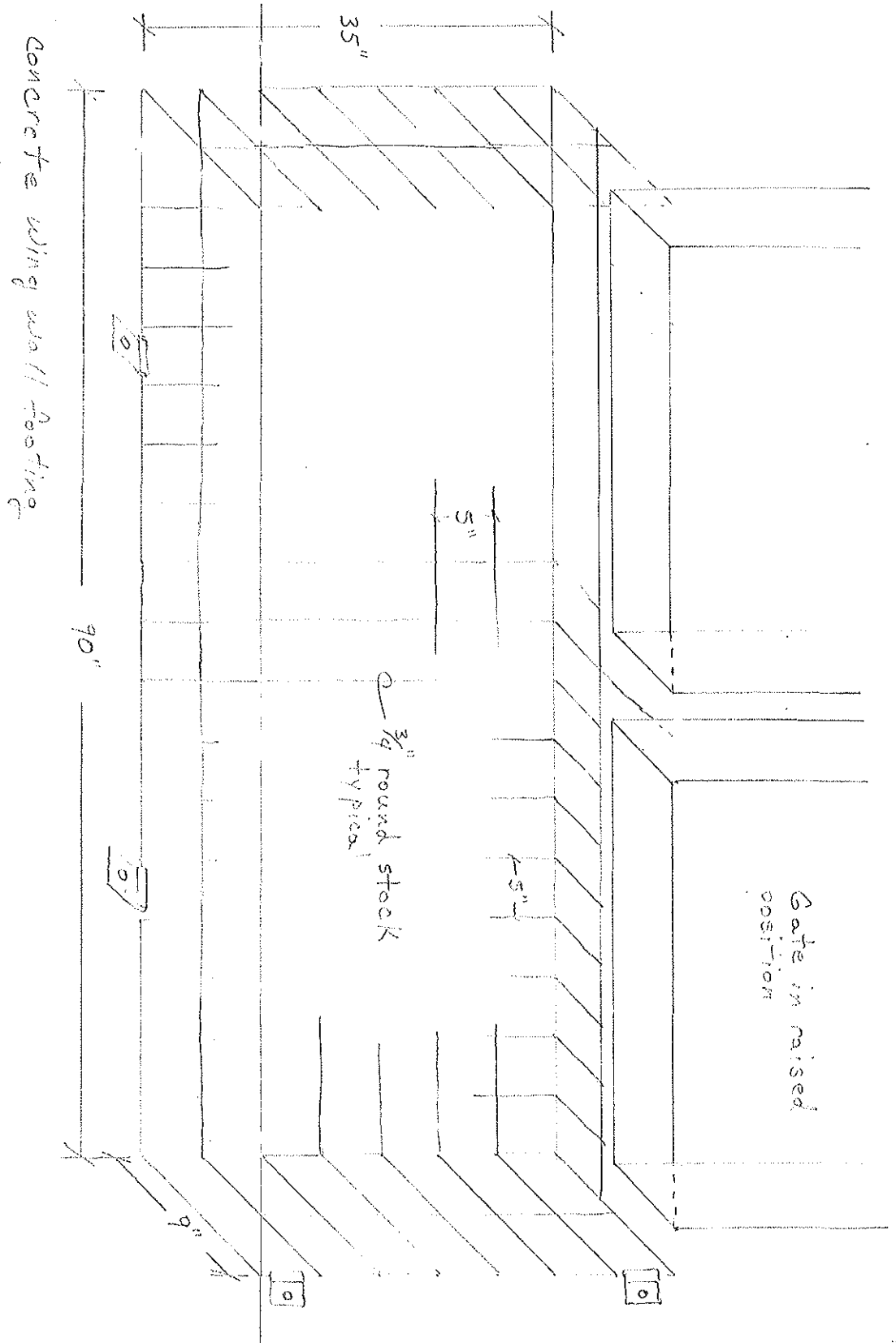
Date of Acceptance: _____ Signature _____

WEISZ & SONS INC

GENERAL CONTRACTOR

PO Box 1756 • Bismarck, ND 58502-1756
701-258-9770 (office) • 701-258-2194 (fax)

Project Description Sluice Gate Rodent Cage Date 1-8-16
Owner/Engineer _____ Page 1 of 1
Weisz & Sons Job No. _____ Drawn By Don W.
Reference Burnt Creek



Notes:

1. Bar spacing can be adjusted to owners preference
2. Anchor bolts to be 1/2" x 5" SS
3. Entire grate to be galvanized
4. All bars shown for clarity.
5. Actual dimensions will reflect field verification.

Mona Livdahl

From: Michael Gunsch [mgunsch@houstoneng.com]
Sent: Tuesday, February 2, 2016 10:07 AM
To: Scott Wegner; 'David Bliss'; Mona Livdahl; MManstrom@doughertymarkets.com
Cc: 'Reep, Dennis'
Subject: RE: Resolution for Bond
Attachments: Burnt Creek Assessment District Parcels Assessed 10-16-15.pdf; Burnt Creek Certified Assessment List 10-22-2015.pdf

Scott per your call.

See attached certification for assessments for 2015.
It notes the revenue amount for that year at \$25,203.51.
There is a \$1500 annual fee from the County as well to complete the assessments.

Have not gotten conformation on the additional \$10,000.
The Board may elect to cover this with their funds and collect later with the continued assessments.

Any questions let me know.

Michael Gunsch
Principal / Senior Project Manager
Houston Engineering, Inc.
3712 Lockport St, Bismarck, ND 58503
O 701.323.0200 | F 701.323.0300 | C 701.527.2134
www.houstoneng.com

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From: Scott Wegner [mailto:swegner@aswbondlaw.com]
Sent: Tuesday, February 02, 2016 8:44 AM
To: 'David Bliss' <dbliss@blisslaw.com>; Mona Livdahl <mona@midco.net>; MManstrom@doughertymarkets.com
Cc: Michael Gunsch <mgunsch@houstoneng.com>
Subject: RE: Resolution for Bond

OK, thanks Dave.

Scott D. Wegner
Arntson Stewart Wegner PC
701.255.1008

From: David Bliss [mailto:dbliss@blisslaw.com]
Sent: Tuesday, February 02, 2016 8:43 AM
To: Scott Wegner; Mona Livdahl
Cc: Michael Gunsch
Subject: RE: Resolution for Bond

Scott,

Burnt Creek - Operation and Maintenance District for a federally constructed project

Burleigh County Water Resource District

Certified Assessment District 10-16-2015

Parcel_ID	Owner	Property Address	Acres	% of Parcel In Assessment	Total Value	Property Type	Farm Assessment	Commercial Assessment	Residential Assessment
23-140-81-00-35-600	BOURGOIS, LORRAINE A		117.89	79.27%	57200	Ag Land	\$186.89		
23-140-81-00-35-610	GHERING, BRENT M		20.73	100.00%	50000	Ag Land	\$41.46		
23-140-81-00-35-810	BURLEIGH CNTY WATER MANG. BD.		2.84	100.00%	0	Exempt			
31-139-81-00-01-600	WARD, LUCINDA ETAL	4081 HWY 1804	146.85	0.07%	61000	Ag Land			
31-139-81-00-02-230	BURNT CREEK GROUP LLC		74.02	100.00%	37700	Ag Land	\$296.08		
31-139-81-00-02-400	BURNT CREEK GROUP LLC		160.00	100.00%	79900	Ag Land	\$640.00		
31-139-81-00-02-600	TYLER LIMITED PARTNERSHIP		148.00	100.00%	79000	Ag Land	\$592.00		
31-139-81-00-02-610	PATRIE, WILLIAM S & MARCIA J	7201 BURNT CREEK LOOP	4.00	100.00%	202000	Residential			\$36.36
31-139-81-00-02-620	MUHLBRADT, HERMAN F & JANET M	7351 BURNT CREEK LOOP	8.00	100.00%	244600	Residential			\$44.03
31-139-81-00-02-800	LEIDENIX, MONTE		147.41	100.00%	71300	Ag Land	\$589.64		
31-139-81-00-02-805	BURLEIGH COUNTY		3.75	100.00%	0	Exempt			
31-139-81-00-03-215	BURNT CREEK GROUP LLC		5.08	100.00%	2500	Commercial			
31-139-81-00-03-810	JOHNSON, TRAVIS G & JENNIFER J	5731 MAGNOLIA DR	1.38	100.00%	209900	Residential			\$37.78
31-139-81-00-03-820	PELUSO, JAMES D & MARGARET G		0.20	100.00%	5800	Commercial			
31-139-81-00-03-835	JENSEN, JOHN THOMAS	5815 MAGNOLIA DR	0.74	100.00%	179400	Residential			\$32.29
31-139-81-00-10-200	M & S VENTURES		28.00	100.00%	220000	Commercial		\$44.00	
31-139-81-00-10-205	DIETRICH, DANYA		1.00	100.00%	23900	Commercial			
31-139-81-00-10-210	DIETRICH, DANYA		1.00	100.00%	23900	Commercial			
31-139-81-00-10-215	IRISH, DAN M ETAL		4.20	100.00%	11000	Commercial			
31-139-81-00-10-220	BROWN, LEE JR ET AL		0.80	100.00%	4000	Commercial			
31-139-81-00-10-275	IRISH, HARLEY		0.10	100.00%	4900	Commercial			
31-139-81-00-10-284	M & S VENTURES		14.00	100.00%	70000	Commercial		\$14.00	
31-139-81-00-11-200	WARD, LUCINDA ETAL		160.00	100.00%	82500	Ag Land	\$640.00		
31-139-81-00-11-410	WARD, LUCINDA ETAL		123.56	100.00%	65400	Ag Land	\$494.24		
31-139-81-00-11-415	WARD, LUCINDA ETAL		2.05	100.00%	3800	Commercial			
31-139-81-00-11-800	WARD, LUCINDA ETAL		40.00	100.00%	20200	Ag Land	\$160.00		
31-139-81-00-11-810	WARD, LUCINDA ETAL		40.00	100.00%	21100	Ag Land	\$160.00		
31-139-81-00-12-400	WARD, LUCINDA ETAL		159.27	27.09%	71700	Ag Land	\$172.59		
31-139-81-00-12-600	WARD, LUCINDA ETAL		160.00	57.34%	62400	Ag Land	\$366.99		
31-139-81-00-13-400	WARD, LUCINDA ETAL		160.00	82.01%	71000	Ag Land	\$524.88		
31-139-81-00-13-610	MAIER, ROBERT D; MAIER, DAVID R;		24.35	100.00%	30400	Commercial		\$6.08	
31-139-81-00-13-612	LEIDENIX, MONTE & SARAH		69.35	92.50%	28800	Ag Land	\$256.59		
31-139-81-00-13-620	WARD, LUCINDA ETAL		160.00	46.78%	63200	Ag Land	\$299.40		
31-139-81-00-13-630	FEDERAL AVIATION ADMIN		0.36	100.00%	0	Exempt			
31-139-81-00-14-200	HUBER, CHUCK & PAT		28.79	100.00%	36000	Commercial		\$7.20	
31-139-81-00-14-250	WARD, MARLYS		17.24	100.00%	6800	Ag Dwelling	\$68.96		
31-139-81-00-14-255	WARD, MARLYS		0.91	100.00%	0	Ag Dwelling			
31-139-81-00-14-270	HOLST, LUANNA E		9.57	100.00%	23700	Commercial			
31-139-81-00-14-272	HOLST, LUANNA E		85.08	100.00%	41000	Ag Land	\$340.32		
31-139-81-00-14-400	WARD, MARLYS		50.00	100.00%	22500	Ag Land	\$200.00		
31-139-81-00-14-405	WARD, LUCINDA ETAL		10.95	100.00%	4500	Ag Land	\$43.80		

31-139-81-00-14-411	BURLEIGH COUNTY	5712 MISTY WATERS DR	11.30	100.00%	0	Exempt			
31-139-81-00-14-835	LAMONTAGNE, RAYMOND & CLAUDIA	4230 SANDY RIVER DR	1.00	100.00%	171500	Residential			\$30.87
31-139-81-00-14-840	LAMONTAGNE, RAYMOND & CLAUDIA		1.00	100.00%	1900	Commercial			
31-139-81-00-23-205	SPAEDY, SHARON E.		14.86	100.00%	30400	Commercial		\$6.08	
31-139-81-00-23-207	KNUDSEN, COLLEEN M	3745 SANDY RIVER DR	8.00	100.00%	124100	Residential			\$22.34
31-139-81-00-23-209	KNUDSEN, JEFF & DEBORAH	3747 SANDY RIVER DR	1.00	100.00%	88100	Residential			\$15.86
31-139-81-00-23-220	LASKOWSKI, ARLOENE H	4215 SANDY RIVER DR	5.16	100.00%	78300	Residential			\$14.09
31-139-81-00-23-225	THOMPSON, MARLYN G	4105 SANDY RIVER DR	3.00	100.00%	256700	Residential			\$46.21
31-139-81-00-23-230	JENSEN, LLOYD	4125 SANDY RIVER DR	2.00	100.00%	104900	Residential			\$18.88
31-139-81-00-23-265	CARLSON, ROBERT D	4303 SANDY RIVER DR	1.14	100.00%	119600	Residential			\$21.53
31-139-81-00-24-200	BECK, MICHAEL F & MAUREEN E	4116 RIVER RD	20.00	98.18%	25000	Commercial		\$5.00	
31-139-81-00-24-205	KAUTZ, MIKE & REVA		11.68	2.11%	38600	Commercial		\$7.72	
31-139-81-00-24-210	BECK, JOHN	4108 RIVER RD	8.10	3.96%	188800	Residential			\$33.98
31-139-81-00-24-400	MCCORMICK, STEVE D		41.25	100.00%	22500	Ag Land	\$165.01		
31-139-81-00-24-410	MCCORMICK, STEVE D		10.59	100.00%	19900	Commercial			
31-139-81-00-24-440	BECK, MICHAEL F & MAUREEN E		11.10	100.00%	13900	Commercial			
31-139-81-00-24-460	BECK, MICHAEL F & MAUREEN E		21.90	100.00%	27400	Commercial		\$5.48	
31-139-81-00-24-600	MCCORMICK, STEVE D		17.06	100.00%	21300	Commercial			
31-139-81-00-24-610	SPAEDY, SHARON E		40.14	100.00%	17500	Ag Land	\$160.56		
31-139-81-00-24-612	KNUDSEN, COLEEN M		1.00	100.00%	17400	Commercial			
31-139-81-00-24-620	WALSH, JOHN M & EILEEN	3717 WILDERNESS COVE RD	40.00	100.00%	413700	Ag Dwelling	\$160.00		
31-139-81-00-24-820	MCCORMICK, STEVE D		39.52	90.22%	17800	Ag Land	\$142.60		
31-139-81-00-24-821	MCCORMICK, STEVE D & KAREN A	2960 RIVER RD	24.47	100.00%	30600	Commercial		\$6.12	
31-139-81-00-24-830	MCCORMICK, STEVE D		22.96	100.00%	28700	Commercial		\$5.74	
31-139-81-00-24-840	BECK, MICHAEL F & MAUREEN E		19.64	100.00%	24600	Commercial			
31-139-81-00-24-853	BECK, MICHAEL F & MAUREEN E		11.92	21.61%	14900	Commercial			
31-139-81-09-01-010	EDICK, ROBERT A & TRACEE M	5551 FERNWOOD DR	1.73	100.00%	228200	Residential			\$41.08
31-139-81-09-01-020	EDICK, ROBERT A & TRACEE M	4501 BURNT CREEK LOOP	2.25	100.00%	25000	Commercial		\$5.00	
31-139-81-09-01-030	EDICK, ROBERT A & TRACEE M	5575 BURNT CREEK LOOP	2.23	100.00%	24100	Commercial			
31-139-81-09-01-040	EDICK, ROBERT A & TRACEE M	5501 FERNWOOD DR	2.16	100.00%	24100	Commercial			
31-139-81-09-01-050	KIRSCHENMANN, EMIL E & GERALYN	5413 FERNWOOD DR	2.14	100.00%	170700	Residential			\$30.73
31-139-81-09-01-060	KIRSCHENMANN, EMIL E & GERALYN	5401 FERNWOOD DR	1.98	100.00%	3800	Commercial			
31-139-81-10-01-010	PEARCE, DAVID T & COLLEEN A	4927 FERNWOOD DR	4.47	100.00%	28800	Commercial		\$5.76	
31-139-81-10-01-020	PEARCE, DAVID T & COLLEEN A	4815 FERNWOOD DR	2.54	100.00%	24600	Commercial			
31-139-81-10-01-030	PATTON, MICHAEL R & ROBERTA R	4807 FERNWOOD DR	4.92	100.00%	333000	Residential			\$59.94
31-139-81-10-01-040	PATTON, MICHAEL R & ROBERTA R	4801 FERNWOOD DR	2.45	100.00%	4700	Commercial			
31-139-81-11-01-010	WARD, MARLYS	5550 FERNWOOD DR	2.93	100.00%	338500	Residential			\$60.93
31-139-81-11-01-020	RICHTER, RANDON & JANE CAROL	5512 FERNWOOD DR	1.84	100.00%	230400	Residential			\$41.47
31-139-81-11-01-030	WARD, MARLYS	5406 FERNWOOD DR	1.50	100.00%	27000	Commercial		\$5.40	
31-139-81-16-01-010	MALARD, DARREN & WENDY M	4220 SANDY RIVER DR	2.41	100.00%	491400	Residential			\$88.45
31-139-81-16-01-020	UNTERSEHER, T & MALLARD, W	4130 SANDY RIVER DR	2.41	100.00%	260200	Residential			\$46.84
31-139-81-16-01-030	UNTERSEHER, MITCHELL	4404 FERNWOOD DR	1.00	100.00%	99100	Residential			\$17.84
31-139-81-16-01-040	UNTERSEHER, MARK & TAMARA	4310 FERNWOOD DR	2.41	100.00%	502700	Residential			\$90.49
31-139-81-17-01-010	DEBOER, TODD L & NICOLE M	6874 DEEREWOOD LN	1.53	100.00%	307500	Residential			\$55.35
31-139-81-17-01-020	HOGGARTH, VERNON W & RENAE	6864 DEEREWOOD LN	1.49	100.00%	443600	Residential			\$79.85
31-139-81-17-01-030	SICKLER, GREG & JULI	6854 DEEREWOOD LN	1.49	100.00%	398700	Residential			\$71.77
31-139-81-17-01-040	WILLER, LON & GERI ANNE	6840 DEEREWOOD LN	1.49	100.00%	24800	Commercial			

31-139-81-17-01-050	HUNT, COREY & PAULA	6828 DEEREWOOD LN	1.49	100.00%	424800	Residential			\$76.46
31-139-81-17-01-060	VANCE VETTER CONSTRUCTION INC	6814 DEEREWOOD LN	1.49	100.00%	36000	Commercial		\$7.20	
31-139-81-17-01-070	HALVERSON, DANIEL A &	6800 DEEREWOOD LN	1.49	100.00%	36000	Commercial		\$7.20	
31-139-81-17-01-090	GEISEN, ALLEN L & DEBBIE A	6710 DEEREWOOD LN	2.99	100.00%	392600	Residential			\$70.67
31-139-81-17-01-100	HEIT, STEVEN T & BONNIE H	6700 DEEREWOOD LN	1.60	100.00%	36300	Commercial		\$7.26	
31-139-81-17-01-110	WENGER, WES & PAM	6626 DEEREWOOD LN	1.50	100.00%	265900	Residential			\$47.86
31-139-81-17-01-120	STEIN, JERRY R & KIM L	6616 DEEREWOOD LN	1.49	100.00%	388700	Residential			\$69.97
31-139-81-17-01-130	WROLSTAD, RYAN C	6606 DEEREWOOD LN	1.50	100.00%	324200	Residential			\$58.36
31-139-81-17-01-140	ENDERS, LEE J & CAMMIE J	6529 DEEREWOOD LN	1.49	100.00%	311300	Residential			\$56.03
31-139-81-17-01-150	BESSE, LAMOURE & PATRICIA	6519 DEEREWOOD LN	1.49	100.00%	313700	Residential			\$56.47
31-139-81-17-01-160	CHRIST, KEVIN R & RENEE J	6501 DEEREWOOD LN	1.49	100.00%	458200	Residential			\$82.48
31-139-81-17-02-010	SCHWAB, JESSICA & MEIER, THOMAS	6829 DEEREWOOD LN	1.49	100.00%	36000	Commercial		\$7.20	
31-139-81-17-02-020	MODIN, NEIL L & DONNA L	6815 DEEREWOOD LN	1.49	100.00%	352300	Residential			\$63.41
31-139-81-17-02-030	BAUER, RYAN & JAMIE	6801 DEEREWOOD LN	1.49	100.00%	760200	Residential			\$136.84
31-139-81-17-02-040	MANN, DERWIN & TAMMY	6723 DEEREWOOD LN	1.50	100.00%	522400	Residential			\$94.03
31-139-81-17-02-050	SCHLITTENHARD, DUWAYNE D & >	6709 DEEREWOOD LN	1.50	100.00%	34800	Commercial		\$6.96	
31-139-81-17-02-070	SCHLITTENHARD, DUWAYNE D & >	6609 DEEREWOOD LN	2.99	100.00%	429700	Residential			\$77.35
31-139-81-17-02-080	SCHLITTENHARD, DUWAYNE D & >	6524 DEEREWOOD LN	1.49	100.00%	31500	Commercial		\$6.30	
31-139-81-17-02-090	ROEHRICH, RONALD	6514 DEEREWOOD LN	3.02	100.00%	361400	Residential			\$65.05
31-139-81-17-02-110	JOHNSON, GREGORY L & GLORIA	6434 DEEREWOOD LN	1.53	100.00%	36000	Commercial		\$7.20	
31-139-81-17-02-120	JOHNSON, GREGORY L & GLORIA	6404 DEEREWOOD LN	1.50	100.00%	414700	Residential			\$74.65
31-139-81-17-02-130	ERICKSON, MARK & KAREN	6421 FOX MEADOW DR	1.50	100.00%	522700	Residential			\$94.09
31-139-81-17-02-140	RENNER, RANDY W & SUSAN M	6505 FOX MEADOW DR	1.63	100.00%	287400	Residential			\$51.73
31-139-81-17-02-150	WAHLIN, TIMOTHY J & MELISSA K	6515 FOX MEADOW DR	1.90	100.00%	429600	Residential			\$77.33
31-139-81-17-02-160	FINK, DAVID P & CLEO B	6603 FOX MEADOW DR	1.83	100.00%	309100	Residential			\$55.64
31-139-81-17-02-170	DIETRICH, CHAD & ALICIA	6623 FOX MEADOW DR	1.60	100.00%	571700	Residential			\$102.91
31-139-81-17-03-010	WEISENBERGER, BRENT S & JORDAN	6410 FOX MEADOW DR	2.14	100.00%	367300	Residential			\$66.11
31-139-81-17-03-020	PETERSON, WADE A & ROCHELLE E	6420 FOX MEADOW DR	2.45	100.00%	451800	Residential			\$81.32
31-139-81-17-03-030	HEID, JAMES M & LINDBERG, LISA	6508 FOX MEADOW DR	2.74	100.00%	433100	Residential			\$77.96
31-139-81-17-03-040	WEISZ, LARRY G & JEANETTE F	6600 FOX MEADOW DR	2.39	100.00%	319100	Residential			\$57.44
31-139-81-17-03-050	FRIGSTAD, JAMES A & SAMANTHA	6612 FOX MEADOW DR	1.51	100.00%	36000	Commercial		\$7.20	
31-139-81-17-03-060	HAGEN, ROBERTA F	6622 FOX MEADOW DR	1.51	100.00%	393700	Residential			\$70.87
31-139-81-17-03-070	OSWALD, LARRY D JR & CANDACE R	6630 FOX MEADOW DR	1.72	100.00%	350600	Residential			\$63.11
31-139-81-17-03-080	KOENIG, CRAIG D & LYNN M	6867 DEEREWOOD LN	1.75	100.00%	366200	Residential			\$65.92
31-139-81-17-03-090	DEFOREST, JIM & TRACY	6849 DEEREWOOD LN	1.57	100.00%	347100	Residential			\$62.48
31-139-81-17-04-010	THEEL, JUSTIN	4725 CROSS RD	1.67	100.00%	605600	Residential			\$109.01
31-139-81-17-04-020	SORNSIN, JESSE A	6437 DEEREWOOD LN	2.04	100.00%	313000	Residential			\$56.34
31-139-81-17-04-030	VIG, MITCH & KATIE M	6427 DEEREWOOD LN	1.77	100.00%	519200	Residential			\$93.46
31-139-81-17-04-040	HEID, JAMIE M	6311 FOX MEADOW PL	1.49	100.00%	36000	Commercial		\$7.20	
31-139-81-17-04-050	ECKROTH, JEFFREY S	6225 FOX MEADOW PL	1.50	100.00%	435200	Residential			\$78.34
31-139-81-17-04-060	KNUTSON, RAY & SHARON	6215 FOX MEADOW PL	1.72	100.00%	515100	Residential			\$92.72
31-139-81-17-04-070	BIRNBAUM, GREG & TERESE M	6201 FOX MEADOW PL	1.97	100.00%	576100	Residential			\$103.70
31-139-81-17-04-080	GAYDA, KOLEAH J	6212 FOX MEADOW PL	1.91	100.00%	302200	Residential			\$54.40
31-139-81-17-04-090	THOMPSON, BRADLEY & KERRYANN	6222 FOX MEADOW PL	1.67	100.00%	472200	Residential			\$85.00
31-139-81-17-04-100	HANSON, BRENT & CARISSA	6232 FOX MEADOW PL	1.97	100.00%	37300	Commercial		\$7.46	
31-139-81-17-04-110	ANDERSON, RICHARD & CINDY	6244 FOX MEADOW PL	1.62	100.00%	427800	Residential			\$77.00
31-139-81-17-04-120	BAUER, JAMIE G & REBECCA J	6312 FOX MEADOW PL	1.76	100.00%	338800	Residential			\$60.98

31-139-81-18-01-010	LANG, GREGORY & MARNY &	4001 SANDY RIVER DR	2.00	100.00%	3800	Commercial			
31-139-81-18-01-020	LANG, GREGORY & MARNY &	3939 SANDY RIVER DR	16.83	100.00%	31600	Commercial		\$6.32	
31-139-81-19-01-010	NEIBAUER, DOUGLAS & VIVIAN	3737 SANDY RIVER DR	12.00	100.00%	236400	Residential			\$42.55
31-139-81-21-01-010	DAUENHAUER, ELAINE	5835 BURNT CREEK LOOP	3.42	100.00%	155400	Residential			\$27.97
31-139-81-21-01-020	DAUENHAUER, ELAINE	5939 BURNT CREEK LOOP	3.29	100.00%	102200	Residential			\$18.40
31-139-81-21-01-030	DAUENHAUER, ELAINE	6015 BURNT CREEK LOOP	2.93	100.00%	260900	Residential			\$46.96
31-139-81-22-00-010	SKALEY, JACK & GAIL %HUNT, COREY & PAULA		1.18	100.00%	3100	Commercial			
31-139-81-22-00-011	KIRSCHENMANN, EMIL & GERALYN	5311 FERNWOOD DR	2.00	100.00%	9500	Commercial			
31-139-81-22-00-012	KIRSCHENMANN, EMIL & GERALYN		0.06	100.00%	100	Commercial			
31-139-81-22-00-020	SKALEY, JACK & GAIL %HUNT, COREY & PAULA	5245 FERNWOOD DR	3.20	100.00%	47600	Commercial		\$9.52	
31-139-81-22-00-030	WELLS FARGO BANK	5201 FERNWOOD DR	1.87	100.00%	66000	Residential			\$11.88
31-139-81-22-00-040	WELLS FARGO BANK	5200 FERNWOOD DR	1.13	100.00%	20500	Commercial			
31-139-81-22-00-045	WELLS FARGO BANK	FERNWOOD DR	0.91	100.00%	20500	Commercial			
31-139-81-24-01-010	SELFRIIDGE CHEESE CO INC		9.63	57.04%	18800	Commercial			
31-139-81-24-01-011	LANDENBERGER, CYNTHIA M	3705 SANDY RIVER DR	1.14	100.00%	217600	Residential			\$39.17
31-139-81-25-01-010	HOWE, FRANK L & ANDREA L	4291 SANDY RIVER DR	5.89	100.00%	128800	Residential			\$23.18
31-139-81-26-01-010	BAILEY, ROGER & INGRID	4051 SANDY RIVER DR	7.11	100.00%	282400	Residential			\$50.83
31-139-81-26-02-010	BAILEY, ROGER & INGRID	4010 FERNWOOD DR	4.75	100.00%	10900	Commercial			
31-139-81-27-01-020	JOHNSON, VIRGIL A & MARIE A	4158 RIVER RD	11.52	1.47%	226400	Residential			\$40.75
31-139-81-28-01-010	NORLAND, MICHAEL J & JANEEN M	7330 BURNT CREEK LOOP	9.60	100.00%	376800	Residential			\$67.82
31-139-81-55-01-010	KNUDSEN, LELA M	3751 SANDY RIVER DR	2.86	100.00%	161000	Residential			\$28.98
31-139-81-60-01-010	MISTY WATERS LLC	5708 MISTY WATERS DR	2.35	100.00%	150600	Commercial		\$30.12	
31-139-81-60-01-020	MISTY WATERS LLC	5800 BURNT CREEK LOOP	6.42	100.00%	489600	Commercial		\$97.92	
31-139-81-60-01-030	MISTY WATERS LLC	6001 TRANQUIL CIR	0.76	100.00%	14300	Commercial			
31-139-81-60-01-040	MISTY WATERS LLC	6009 TRANQUIL CIR	0.66	100.00%	36000	Commercial		\$7.20	
31-139-81-60-01-050	VERITY HOMES OF BISMARCK LLC	6017 TRANQUIL CIR	0.58	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-060	MISTY WATERS LLC	6025 TRANQUIL CIR	0.55	100.00%	68300	Commercial		\$13.66	
31-139-81-60-01-070	MISTY WATERS LLC	6031 TRANQUIL CIR	0.51	100.00%	68300	Commercial		\$13.66	
31-139-81-60-01-080	MISTY WATERS LLC	6035 TRANQUIL CIR	0.50	100.00%	68300	Commercial		\$13.66	
31-139-81-60-01-090	MISTY WATERS LLC	6036 TRANQUIL CIR	0.50	100.00%	68300	Commercial		\$13.66	
31-139-81-60-01-100	BAUSKE, BRIAN L & SHELLEY A	6030 TRANQUIL CIR	0.51	100.00%	489400	Residential			\$88.09
31-139-81-60-01-110	MOBERG, MARK & EILEEN	6024 TRANQUIL CIR	0.55	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-120	GEBEKE, BRIAN & DANITA D	6016 TRANQUIL CIR	0.58	100.00%	170800	Residential			\$30.74
31-139-81-60-01-130	GEBEKE, BRIAN & DANITA D	6008 TRANQUIL CIR	0.53	100.00%	36000	Commercial		\$7.20	
31-139-81-60-01-140	MISTY WATERS LLC	6030 CAREFREE DR	0.46	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-150	HUNT, COREY & PAULA	6100 CAREFREE DR	0.46	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-160	MISTY WATERS LLC	6108 CAREFREE DR	0.46	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-170	MISTY WATERS LLC	6109 CAREFREE CIR	0.53	100.00%	36000	Commercial		\$7.20	
31-139-81-60-01-180	GRAF, DAVID & MICHELS, LASHAE	6117 CAREFREE CIR	0.58	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-190	JANGULA, JEREMY & KYLA	6125 CAREFREE CIR	0.55	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-200	GEIGER, MATT & KELLY	6131 CAREFREE CIR	0.51	100.00%	766500	Residential			\$137.97
31-139-81-60-01-210	MISTY WATERS LLC	6137 CAREFREE CIR	0.50	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-220	JANGULA, CONRAD & KATHY G	6134 CAREFREE CIR	0.50	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-230	JANGULA, JEREMY & KYLA	6130 CAREFREE CIR	0.51	100.00%	580700	Residential			\$104.53
31-139-81-60-01-240	TIMMRECK, JAMIE	6124 CAREFREE CIR	0.55	100.00%	582900	Residential			\$104.92
31-139-81-60-01-250	MILLS, SPENCER & NICOLE	6116 CAREFREE CIR	0.58	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-260	MISTY WATERS LLC	6108 CAREFREE CIR	0.66	100.00%	36000	Commercial		\$7.20	

31-139-81-60-01-270	MISTY WATERS LLC	6100 CAREFREE CIR	0.72	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-280	HAYDEN, AARON & STEPHANIE	6301 CAREFREE CIR	0.78	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-290	MISTY WATERS LLC	6305 CAREFREE CIR	0.67	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-300	MISTY WATERS LLC	6313 DREAM CIR	0.54	100.00%	36000	Commercial		\$7.20	
31-139-81-60-01-310	KUPPER, ROBERT & MARY	6321 DREAM CIR	0.58	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-320	FETZER, KENT & ANNETTE	6329 DREAM CIR	0.55	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-330	REIS, JAMES J & TERESA M	6337 DREAM CIR	0.51	100.00%	610900	Residential			\$109.96
31-139-81-60-01-340	MISTY WATERS LLC	6343 DREAM CIR	0.50	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-350	MISTY WATERS LLC	6340 DREAM CIR	0.50	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-360	MISTY WATERS LLC	6334 DREAM CIR	0.51	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-370	BERGER, DARREN & TAMARA L	6328 DREAM CIR	0.55	100.00%	573300	Residential			\$103.19
31-139-81-60-01-390	VOLK, ERIC C & SARAH M	6312 DREAM CIR	1.11	100.00%	95400	Commercial		\$19.08	
31-139-81-60-01-400	MISTY WATERS LLC	6400 DREAM DR	0.46	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-410	STOBER, JARED & HANNAH	6408 DREAM DR	0.46	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-420	CARLSON, JEFFREY D & ROBIN L	6416 DREAM DR	0.46	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-430	SCHMIDT, KATHRYN & DOUGLAS	6424 DREAM DR	0.52	100.00%	758800	Residential			\$136.58
31-139-81-60-01-440	PRESTIGE HOMES & DESIGN INC	6432 DREAM DR	0.58	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-450	JACOBSON, WAYNE & ELLEN	6557 MISTY WATERS DR	0.61	100.00%	998100	Residential			\$179.66
31-139-81-60-01-460	ERICKSON, JONATHAN & JANELLE	6549 MISTY WATERS DR	0.46	100.00%	533200	Residential			\$95.98
31-139-81-60-01-470	VASBINDER, SHANE & KATIE	6541 MISTY WATERS DR	0.48	100.00%	75000	Commercial		\$15.00	
31-139-81-60-01-480	KUPPER, ROBERT & MARY	6533 MISTY WATERS DR	0.49	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-490	MISTY WATERS LLC	6525 MISTY WATERS DR	0.49	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-500	POOLMAN, NICOLE K	6517 MISTY WATERS DR	0.49	100.00%	983500	Residential			\$177.03
31-139-81-60-01-510	POOLMAN, NICOLE AND	6509 MISTY WATERS DR	0.49	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-520	NELSON, TROY & KREE	6501 MISTY WATERS DR	0.49	100.00%	691700	Residential			\$124.51
31-139-81-60-01-530	MISTY WATERS LLC	6417 MISTY WATERS DR	0.50	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-540	WOLF, SHAWN	6409 MISTY WATERS DR	0.50	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-550	MISTY WATERS LLC	6401 MISTY WATERS DR	0.51	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-560	MISTY WATERS LLC	6302 SERENE CIR	0.65	100.00%	36000	Commercial		\$7.20	
31-139-81-60-01-570	BISMARCK RENTAL PROPERTIES LLC	6308 MISTY WATERS DR	0.56	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-580	BISMARCK RENTAL PROPERTIES LLC	6314 SERENE CIR	0.57	100.00%	68300	Commercial		\$13.66	
31-139-81-60-01-590	KUBALL, JUSTIN D & JENNIFER	6320 SERENE CIR	0.55	100.00%	68300	Commercial		\$13.66	
31-139-81-60-01-600	SPILMAN, PATRICK & AMY	6323 SERENE CIR	0.55	100.00%	68300	Commercial		\$13.66	
31-139-81-60-01-610	SPILMAN, PATRICK & AMY	6315 SERENE CIR	0.55	100.00%	1283300	Residential			\$230.99
31-139-81-60-01-620	KETTERLING, GERALD & ELVIRA	6309 SERENE CIR	0.59	100.00%	604400	Residential			\$108.79
31-139-81-60-01-630	MISTY WATERS LLC	6303 SERENE CIR	0.65	100.00%	36000	Commercial		\$7.20	
31-139-81-60-01-640	MISTY WATERS LLC	6225 MISTY WATERS DR	0.48	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-650	MISTY WATERS LLC	6217 MISTY WATERS DR	0.48	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-660	MISTY WATERS LLC	6209 MISTY WATERS DR	0.48	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-670	MISTY WATERS LLC	6201 MISTY WATERS DR	0.57	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-680	MISTY WATERS LLC	6133 MISTY WATERS DR	0.58	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-690	AULT, THOMAS & SHARLENE	6125 MISTY WATERS DR	0.55	100.00%	666700	Residential			\$120.01
31-139-81-60-01-700	MISTY WATERS LLC	6117 MISTY WATERS DR	0.54	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-710	SKJONSBY, RICHARD W	6109 MISTY WATERS DR	0.54	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-720	BROWN, ANDREW B & AMY M	6101 MISTY WATERS DR	0.55	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-730	MISTY WATERS LLC	6033 MISTY WATERS DR	0.57	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-740	MISTY WATERS LLC	6025 MISTY WATERS DR	0.55	100.00%	59400	Commercial		\$11.88	

31-139-81-60-01-750	MISTY WATERS LLC	6017 MISTY WATERS DR	0.52	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-760	FEHR, KEITH & TONYA	6009 MISTY WATERS DR	0.52	100.00%	585300	Residential			\$105.35
31-139-81-60-01-770	SELLERS, JASON & KRYSTA	6001 MISTY WATERS DR	0.51	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-780	RUDDICK, GERRY	5925 MISTY WATERS DR	0.50	100.00%	913300	Residential			\$164.39
31-139-81-60-01-790	FRIEDT, DWIGHT & MARILYN	5917 MISTY WATERS DR	0.50	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-800	MISTY WATERS LLC	5909 MISTY WATERS DR	0.51	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-810	MISTY WATERS LLC	5901 MISTY WATERS DR	0.52	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-820	KREIN, CHRISTOPHER L &	5833 MISTY WATERS DR	0.50	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-830	KREIN, CHRIS & GEBEKE, BRIAN	5825 MISTY WATERS DR	0.46	100.00%	59400	Commercial		\$11.88	
31-139-81-60-01-831	KREIN, CHRIS & GEBEKE, BRIAN		0.02	100.00%	2500	Commercial			
31-139-81-60-01-840	MISTY WATERS LLC	5801 MISTY WATERS DR	1.21	100.00%	37500	Commercial		\$7.50	
31-139-81-60-01-850	MISTY WATERS LLC	5700 MISTY WATERS DR	37.27	100.00%	198000	Commercial		\$39.60	
31-139-81-60-02-010	MISTY WATERS LLC	6550 MISTY WATERS DR	0.51	100.00%	28100	Commercial		\$5.62	
31-139-81-60-03-010	MISTY WATERS LLC	6516 MISTY WATERS DR	0.29	100.00%	3600	Commercial			
31-139-81-60-03-020	BOSCH, DANIELLE K & DARRELL	6508 MISTY WATERS DR	0.76	100.00%	36000	Commercial		\$7.20	
31-139-81-60-03-030	KUPPER, ROBERT	6500 MISTY WATERS DR	0.73	100.00%	36000	Commercial		\$7.20	
31-139-81-60-03-040	SKARPHOL, RONALD & PAMELA	6518 LEISURE LN	0.67	100.00%	678700	Residential			\$122.17
31-139-81-60-03-050	ENTZEL, JOSHUA J	6530 LEISURE LN	0.54	100.00%	36000	Commercial		\$7.20	
31-139-81-60-03-060	HARSTAD, ARDEAN & DIANA	6536 LEISURE LN	1.35	100.00%	793400	Residential			\$142.81
31-139-81-60-03-070	GOSSETT, DALE E & KATHY A	6533 LEISURE LN	0.75	100.00%	746400	Residential			\$134.35
31-139-81-60-03-080	MISTY WATERS LLC	6525 LEISURE LN	0.70	100.00%	112500	Commercial		\$22.50	
31-139-81-60-03-090	BARTH, LINDA K TRUSTEE	6519 LEISURE LN	0.65	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-100	MISTY WATERS LLC	6511 LEISURE LN	0.78	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-110	MISTY WATERS LLC	6503 LEISURE LN	0.89	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-120	MISTY WATERS LLC	6416 MISTY WATERS DR	0.84	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-130	MISTY WATERS LLC	6408 MISTY WATERS DR	0.74	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-140	MISTY WATERS LLC	6400 MISTY WATERS DR	0.72	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-150	MISTY WATERS LLC	6324 MISTY WATERS DR	0.78	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-160	MISTY WATERS LLC	6316 MISTY WATERS DR	0.79	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-170	MISTY WATERS LLC	6308 MISTY WATERS DR	0.74	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-180	MISTY WATERS LLC	6300 MISTY WATERS DR	0.76	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-190	MISTY WATERS LLC	6232 MISTY WATERS DR	0.84	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-200	MISTY WATERS LLC	6224 MISTY WATERS DR	0.79	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-210	MISTY WATERS LLC	6216 MISTY WATERS DR	0.73	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-220	MISTY WATERS LLC	6208 MISTY WATERS DR	0.73	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-230	KLINGENSTEIN, MATTHEW S &	6200 MISTY WATERS DR	0.82	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-240	MISTY WATERS LLC	6132 MISTY WATERS DR	0.81	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-250	MISTY WATERS LLC	6124 MISTY WATERS DR	0.78	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-260	MISTY WATERS LLC	6116 MISTY WATERS DR	0.81	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-270	MISTY WATERS LLC	6108 MISTY WATERS DR	0.78	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-280	MISTY WATERS LLC	6100 MISTY WATERS DR	0.68	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-290	MISTY WATERS LLC	6032 MISTY WATERS DR	0.59	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-300	MISTY WATERS LLC	6024 MISTY WATERS DR	0.60	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-310	MISTY WATERS LLC	6016 MISTY WATERS DR	0.71	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-320	LOTI 2 LLC	6008 MISTY WATERS DR	0.67	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-330	SCHULER, CHAD & KEANA	6000 MISTY WATERS DR	0.74	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-340	MISTY WATERS LLC	5924 MISTY WATERS DR	0.75	100.00%	91300	Commercial		\$18.26	

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31-139-81-60-03-350	MISTY WATERS LLC	5916 MISTY WATERS DR	0.73	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-360	MISTY WATERS LLC	5908 MISTY WATERS DR	0.66	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-370	MISTY WATERS LLC	5900 MISTY WATERS DR	0.60	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-380	FEIST, JOAN	5832 MISTY WATERS DR	0.57	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-390	FEIST, JOAN	5824 MISTY WATERS DR	0.54	100.00%	91300	Commercial		\$18.26	
31-139-81-60-03-400	MISTY WATERS LLC	5800 MISTY WATERS DR	1.44	100.00%	37500	Commercial		\$7.50	
31-139-81-60-04-010	BURLEIGH COUNTY	5716 MISTY WATERS DR	1.87	100.00%	0	Exempt			
31-139-81-65-00-010	MURRY, C EMERSON & DONNA	5505 PONDEROSA AVE	1.78	100.00%	266900	Residential			\$48.04
31-139-81-65-00-020	MURRY, C EMERSON & DONNA	5435 PONDEROSA AVE	0.92	100.00%	1700	Commercial			
31-139-81-65-00-030	MURRY, C EMERSON & DONNA	5405 PONDEROSA AVE	0.92	100.00%	1700	Commercial			
31-139-81-65-00-040	MURRY, C EMERSON & DONNA	7400 BURNT CREEK LOOP	1.15	100.00%	1900	Commercial			
31-139-81-66-01-010	MURRY, C EMERSON & DONNA D	7439 LARIAT LN	1.96	100.00%	25700	Commercial		\$5.14	
31-139-81-66-01-020	MURRY, C EMERSON & DONNA D	7401 LARIAT LN	1.96	100.00%	25700	Commercial		\$5.14	
31-139-81-66-01-030	GERENZ, SUSAN	7315 LARIAT LN	1.96	100.00%	378900	Residential			\$68.20
31-139-81-66-01-040	MURRY, C EMERSON & DONNA D	7301 LARIAT LN	1.96	100.00%	3800	Commercial			
31-139-81-66-01-050	MURRY, C EMERSON & DONNA D	7225 LARIAT LN	2.17	100.00%	3800	Commercial			
31-139-81-67-01-010	VIKING BUILDERS INC	5414 OLIVE TREE DR	0.95	100.00%	24600	Commercial			
31-139-81-67-01-020	VIKING BUILDERS INC	5430 OLIVE TREE DR	0.95	100.00%	24600	Commercial			
31-139-81-67-01-030	VIKING BUILDERS INC	5508 OLIVE TREE DR	0.95	100.00%	24600	Commercial			
31-139-81-67-01-040	VIKING BUILDERS INC	5522 OLIVE TREE DR	1.15	100.00%	25600	Commercial		\$5.12	
31-139-81-67-01-050	JENSEN, KRISTIN & TRAVIS	5610 OLIVE TREE DR	2.33	100.00%	234900	Residential			\$42.28
31-139-81-67-01-060	VIKING BUILDERS INC	5706 OLIVE TREE DR	1.80	100.00%	28000	Commercial		\$5.60	
31-139-81-67-01-070	VIKING BUILDERS INC	5728 OLIVE TREE DR	1.80	100.00%	25600	Commercial		\$5.12	
31-139-81-67-01-080	AARHUS, ALAN W & SONJA I	5812 OLIVE TREE DR	1.63	100.00%	76300	Residential			\$13.73
31-139-81-67-01-090	NEWGARD, TIMOTHY L & ANITA J	5830 OLIVE TREE DR	1.40	100.00%	323900	Residential			\$58.30
31-139-81-67-01-100	VIKING BUILDERS INC	5912 OLIVE TREE DR	0.98	100.00%	25400	Commercial		\$5.08	
31-139-81-67-01-110	BACKMAN, JENNIFER B	7111 OLIVE TREE PL	1.17	100.00%	241700	Residential			\$43.51
31-139-81-67-01-120	DOSCH, VERNON A & LYNNE M	7120 OLIVE TREE PL	1.43	100.00%	620600	Residential			\$111.71
31-139-81-67-01-140	DOSCH, VERNON A & LYNNE M	7104 OLIVE TREE PL	1.84	100.00%	81700	Commercial		\$16.34	
31-139-81-67-01-150	ECKROTH, RODNEY A & ELLEN R	7024 WHITETAIL DR	1.45	100.00%	184500	Residential			\$33.21
31-139-81-67-01-160	DIETRICH, ELIZABETH H	7014 WHITETAIL DR	1.26	100.00%	9900	Commercial			
31-139-81-67-01-170	DIETRICH, ELIZABETH H	7002 WHITETAIL DR	1.64	100.00%	10200	Commercial			
31-139-81-67-01-180	DIETRICH, ELIZABETH H	6922 WHITETAIL DR	0.87	100.00%	8700	Commercial			
31-139-81-67-01-190	HOERNER, DAVID P & JANE M	6914 WHITETAIL DR	0.90	100.00%	9000	Commercial			
31-139-81-67-01-200	HOERNER, DAVID P & JANE M	6902 WHITETAIL DR	1.80	100.00%	10400	Commercial			
31-139-81-67-02-010	SJOL, BRANDON	7050 BURNT CREEK LOOP	0.90	100.00%	183700	Residential			\$33.07
31-139-81-67-02-020	REINHART, ALLAN D	5423 OLIVE TREE DR	1.02	100.00%	17400	Commercial			
31-139-81-67-02-030	REINHART, ALLAN D	5501 OLIVE TREE DR	1.02	100.00%	17400	Commercial			
31-139-81-67-02-040	REINHART, ALLAN D	5519 OLIVE TREE DR	1.62	100.00%	89200	Residential			\$16.06
31-139-81-67-02-050	BASARABA, ANDREW	5605 OLIVE TREE DR	1.40	100.00%	18500	Residential			
31-139-81-67-02-060	DIETRICH, ELIZABETH H	5804 GREEN TREE LOOP	2.22	100.00%	10600	Commercial			
31-139-81-67-02-070	DIETRICH, ELIZABETH H	7015 WHITETAIL DR	1.91	100.00%	10500	Commercial			
31-139-81-67-02-080	DIETRICH, ELIZABETH H	6919 WHITETAIL DR	1.45	100.00%	10100	Commercial			
31-139-81-67-02-090	FERCHO, BLAINE M	5731 GREEN TREE LOOP	2.00	100.00%	204900	Residential			\$36.88
31-139-81-67-02-100	DIETRICH, ELIZABETH H	5727 GREEN TREE LOOP	0.94	100.00%	9300	Commercial			
31-139-81-67-02-110	DIETRICH, ELIZABETH H	5715 GREEN TREE LOOP	0.94	100.00%	9300	Commercial			
31-139-81-67-02-120	DIETRICH, ELIZABETH H	5703 GREEN TREE LOOP	0.95	100.00%	24600	Commercial			

31-139-81-67-02-130	IRISH, GEORGE ETAL	5625 GREEN TREE LOOP	0.99	100.00%	9600	Commercial			
31-139-81-67-02-140	IRISH, GEORGE ETAL	5615 GREEN TREE LOOP	1.32	100.00%	9900	Commercial			
31-139-81-67-02-150	IRISH, GEORGE ETAL	5611 GREEN TREE LOOP	1.29	100.00%	9900	Commercial			
31-139-81-67-02-160	WEGNER, JORDAN J & SUSAN A	5500 DIETRICH PL	1.09	100.00%	9700	Commercial			
31-139-81-67-02-170	WEGNER, JORDAN J & SUSAN A	5430 DIETRICH PL	1.03	100.00%	9600	Commercial			
31-139-81-67-02-180	SCHAAR, TREVOR & LAUNI	5422 DIETRICH PL	0.99	100.00%	9600	Commercial			
31-139-81-67-02-190	WEGNER, JORDAN J & SUSAN A	5412 DIETRICH PL	0.98	100.00%	9600	Commercial			
31-139-81-67-02-200	HOERNER, DERIK	5421 DIETRICH PL	1.44	100.00%	9700	Commercial			
31-139-81-67-02-210	HOERNER, DERIK	5501 DIETRICH PL	1.43	100.00%	530800	Residential			\$95.54
31-139-81-67-02-220	MICHELA, JAMES & LAUREN	5510 DIETRICH PL	4.52	100.00%	330800	Residential			\$59.54
31-139-81-67-03-010	DIETRICH, ELIZABETH H	5626 GREEN TREE LOOP	1.08	100.00%	17600	Commercial			
31-139-81-67-03-020	DIETRICH, ELIZABETH H	5708 GREEN TREE LOOP	1.08	100.00%	17600	Commercial			
31-139-81-67-03-030	DIETRICH, ELIZABETH H	5803 GREEN TREE LOOP	1.18	100.00%	17700	Commercial			
31-139-81-68-01-010	HUBER, PATRICIA A	4205 BURNT CREEK LOOP	11.71	100.00%	309100	Residential			\$55.64
31-139-81-70-01-010	FINNEMAN, TRACY P & CORY L	5031 FERNWOOD DR	3.12	100.00%	215900	Residential			\$38.86
31-139-81-70-01-020	PEARCE, LOLETTE	4931 FERNWOOD DR	1.48	100.00%	71000	Residential			\$12.78
31-139-81-70-01-030	PEARCE, LOLETTE	5001 FERNWOOD DR	1.48	100.00%	302100	Residential			\$54.38
31-139-81-70-01-040	PEARCE, LOLETTE	5011 FERNWOOD DR	36.53	100.00%	118800	Commercial	\$23.76		
31-139-81-72-04-010	MCLEOD, ROBERT L & CYNDEE Y	7440 LARIAT LN	1.06	100.00%	272200	Residential			\$49.00
31-139-81-72-04-040	HEITKAMP, MELANIE	7400 LARIAT LN	0.69	100.00%	279600	Residential			\$50.33
31-139-81-72-04-050	JOHNSON, TRAVIS G & JENNIFER J	7322 LARIAT LN	0.69	100.00%	166300	Residential			\$29.93
31-139-81-72-04-060	THUNE, DAVID R & BETH A	7312 LARIAT LN	0.46	100.00%	278800	Residential			\$50.18
31-139-81-72-04-080	ROTHMANN, RAYMOND L & MARLYN >		1.08	100.00%	31700	Commercial	\$6.34		
31-139-81-72-04-090	HAIDER, TONI & HEGLAND, LOGAN	7301 SUNSHINE LN	1.08	100.00%	179000	Residential			\$32.22
31-139-81-72-04-110	MILLER, JEFFREY N	7323 SUNSHINE LN	0.92	100.00%	304200	Residential			\$54.76
31-139-81-72-04-130	JENNENS, MICHAEL W & CYNTHIA K	7405 SUNSHINE LN	0.92	100.00%	359000	Residential			\$64.62
31-139-81-72-04-150	FALLER, TIMOTHY C & KATHY	7415 SUNSHINE LN	1.06	100.00%	436000	Residential			\$78.48
31-139-81-72-05-010	FLECK, ALPHONSE K & CANDY R	5901 PONDEROSA AVE	1.06	100.00%	233100	Residential			\$41.96
31-139-81-72-05-030	SYDLO, ROBERT O	7404 SUNSHINE LN	0.46	100.00%	114600	Residential			\$20.63
31-139-81-72-05-040	SPERLE, MIKE M & NORA M	7334 SUNSHINE LN	0.92	100.00%	247900	Residential			\$44.62
31-139-81-72-05-060	GRASL, JEROME	7314 SUNSHINE LN	0.46	100.00%	156900	Residential			\$28.24
31-139-81-72-05-070	WANGEN, MANLEY S & LINDA	7306 SUNSHINE LN	1.08	100.00%	168500	Residential			\$30.33
31-139-81-72-05-090	WANGEN, TRENT M	5924 MAGNOLIA DR	1.08	100.00%	235000	Residential			\$42.30
31-139-81-72-05-110	MANDAL, RICK E	7315 COTTONWOOD LN	0.92	100.00%	253200	Residential			\$45.58
31-139-81-72-05-130	TWINGLEY, DALE A & CAROLYN L	7335 COTTONWOOD LN	0.92	100.00%	221300	Residential			\$39.83
31-139-81-72-05-150	FLEMMER, DONALD F & EVELYN M	5935 PONDEROSA AVE	1.06	100.00%	223800	Residential			\$40.28
31-139-81-72-06-010	BIRST, JORDIN & ANDREA	6015 PONDEROSA AVE	1.57	100.00%	390300	Residential			\$70.25
31-139-81-72-06-040	AUNE, FREDERICK M & ELLA MAE	6045 PONDEROSA AVE	0.52	100.00%	219300	Residential			\$39.47
31-139-81-72-06-050	CULLEN, NICOLAS	6111 PONDEROSA AVE	0.49	100.00%	240400	Residential			\$43.27
31-139-81-72-06-060	PELUSO, JAMES D	6131 PONDEROSA AVE	1.06	100.00%	244300	Residential			\$43.97
31-139-81-72-06-080	PELUSO, MICHAEL J	6111 MAGNOLIA DR	1.04	100.00%	292100	Residential			\$52.58
31-139-81-72-06-100	SCHMIDT, JEFFREY M & LISA J	6024 PINE AVE	0.55	100.00%	212100	Residential			\$38.18
31-139-81-72-06-110	BIRST, JORDIN J & ANDREA		1.06	100.00%	35000	Commercial	\$7.00		
31-139-81-72-06-111	SCHMIDT, JEFFREY & LISA		0.49	100.00%	6000	Commercial			
31-139-81-72-07-010	SCHULTZE, ANDREW P	7320 COTTONWOOD LN	0.60	100.00%	227600	Residential			\$40.97
31-139-81-72-07-020	WEISZ, ALVIN & KATHLEEN		0.51	100.00%	20600	Commercial			
31-139-81-72-07-030	WEISZ, ALVIN & KATHLEEN M		0.49	100.00%	20600	Commercial			

31-139-81-72-07-040	STOLZ, GINGER	6036 MAGNOLIA DR	1.07	100.00%	55800	Residential			\$10.04
31-139-81-72-07-060	WEISZ, ALVIN & KATHLEEN	6006 MAGNOLIA DR	1.00	100.00%	460800	Residential			\$82.94
31-139-81-72-07-080	BECKERT, ALLAN & ELIZABETH	7300 COTTONWOOD LN	0.60	100.00%	351300	Residential			\$63.23
31-139-81-72-08-010	BRANLEY, PATRICK M & DARLENE J	5903 MAGNOLIA DR	0.55	100.00%	182000	Residential			\$32.76
31-139-81-72-08-030	FETTING, BRUCE & MARLENE	5923 MAGNOLIA DR	0.96	100.00%	169000	Residential			\$30.42
31-139-81-72-08-040	EBEL, JEFF & DAWN	6001 MAGNOLIA DR	1.26	100.00%	304700	Residential			\$54.85
31-139-81-72-08-070	KOEHLER, CLAYTON & >	6007 MAGNOLIA DR	0.57	100.00%	224600	Residential			\$40.43
31-139-81-72-09-100	HAMMES, JAMES A & LEONA E		0.60	100.00%	9300	Commercial			
31-139-81-72-14-050	GIETZEN, KEN & DEDE	6100 PONDEROSA AVE	0.57	100.00%	23200	Commercial			
31-139-81-72-14-061	GIETZEN, KENNETH & DEIDRE	6110 PONDEROSA AVE	0.53	100.00%	303300	Residential			\$54.59
31-139-81-72-14-070	MACK, NEIL G & CORRINE M	6120 PONDEROSA AVE	1.08	100.00%	103300	Residential			\$18.59
31-139-81-73-15-010	BURIAN, MICHELE	5996 LARIAT LOOP	0.93	100.00%	407900	Residential			\$73.42
31-139-81-73-15-020	JORITZ, TROY & LORI	5986 LARIAT LOOP	0.94	100.00%	301600	Residential			\$54.29
31-139-81-73-15-030	ECKERT, KEITH & BAUER, DEBBIE	5976 LARIAT LOOP	1.26	100.00%	407400	Residential			\$73.33
31-139-81-73-15-031	THOMPSON, KRISLYN A		0.02	100.00%	100	Commercial			
31-139-81-73-15-040	KUNTZ, JEFFREY M & SHAWN R	5970 LARIAT LOOP	1.13	100.00%	389100	Residential			\$70.04
31-139-81-73-15-050	SHANNON, ROBERT JOHN	5964 LARIAT LOOP	1.20	100.00%	454300	Residential			\$81.77
31-139-81-73-15-060	IVERSON, CHRISTIE & WENTZ, GREGORY J	5956 LARIAT LOOP	1.03	100.00%	570700	Residential			\$102.73
31-139-81-73-15-070	HIRSCH, DAVID & MARIA DF	5948 LARIAT LOOP	1.08	100.00%	366900	Residential			\$66.04
31-139-81-73-15-080	HAUER, JAMIE & CRAIG L	5942 LARIAT LOOP	1.19	100.00%	86000	Commercial		\$17.20	
31-139-81-73-15-090	HAUX, TODD L	5900 LARIAT LOOP	1.00	100.00%	242600	Residential			\$43.67
31-139-81-73-15-100	WOLFE, JOSEPH A & PENNY	5850 LARIAT LOOP	1.36	100.00%	486800	Residential			\$87.62
31-139-81-73-15-110	HIRSCH, DAVID C & MARIA DF	5838 LARIAT LOOP	1.95	100.00%	37300	Commercial		\$7.46	
31-139-81-73-15-130	ANHALT, CATHY & KEVIN	5800 LARIAT LOOP	0.98	100.00%	230900	Residential			\$41.56
31-139-81-73-15-140	WAGNER, BRIAN C	5760 LARIAT LOOP	0.98	100.00%	213600	Residential			\$38.45
31-139-81-73-15-150	KRAFT, JOHN B & KARRI	5748 LARIAT LOOP	0.98	100.00%	269700	Residential			\$48.55
31-139-81-73-15-160	GANDY, MICHAEL C & JULIE G	5736 LARIAT LOOP	0.98	100.00%	300600	Residential			\$54.11
31-139-81-73-15-170	SCOTT, MICHAEL F & CINDY A	5724 LARIAT LOOP	0.98	100.00%	306100	Residential			\$55.10
31-139-81-73-15-180	GRAEBER, SCOTT M & JEAN M	5712 LARIAT LOOP	0.98	100.00%	256200	Residential			\$46.12
31-139-81-73-15-190	KELLER, DARRYL & LINDA	5700 LARIAT LOOP	1.58	100.00%	401500	Residential			\$72.27
31-139-81-73-15-230	STEPHENSON, DAN W & SANDRA E	5590 PONDEROSA AVE	1.18	100.00%	22000	Commercial			
31-139-81-73-15-250	FRITZ, JASON D & RHONDA R	5570 PONDEROSA AVE	1.64	100.00%	244900	Residential			\$44.08
31-139-81-73-15-260	ALDINGER, HAROLD & DARLENE	5540 PONDEROSA AVE	0.94	100.00%	246500	Residential			\$44.37
31-139-81-73-15-270	HUELSMAN, RICHARD A & CHARLENE	5534 PONDEROSA AVE	0.94	100.00%	382600	Residential			\$68.87
31-139-81-73-15-280	BORUD, TROY C & SUSAN G	5510 PONDEROSA AVE	0.97	100.00%	417500	Residential			\$75.15
31-139-81-73-16-010	MILLER, DAVID A & CINDY R	7530 ASH LN	0.98	100.00%	286100	Residential			\$51.50
31-139-81-73-16-020	FLEISCHER, JONATHAN L	5990 LARIAT LOOP	0.96	100.00%	343100	Residential			\$61.76
31-139-81-73-16-030	MOILANEN, JEFFREY R & NANCY C	5959 LARIAT LOOP	0.97	100.00%	398400	Residential			\$71.71
31-139-81-73-16-040	HAUER, CRAIG & JAMIE	5933 LARIAT LOOP	1.00	100.00%	389300	Residential			\$70.07
31-139-81-73-16-050	SCHNEIDER, BETTY L	5929 LARIAT LOOP	0.99	100.00%	242500	Residential			\$43.65
31-139-81-73-16-060	WHITNEY, TRACY L & KAREN	5919 LARIAT LOOP	1.00	100.00%	292400	Residential			\$52.63
31-139-81-73-16-070	HANSON, KRISTIN P	7540 ASH LN	1.00	100.00%	246700	Residential			\$44.41
31-139-81-73-17-010	GROSSMAN, PERRY	7500 LARIAT LN	0.93	100.00%	261200	Residential			\$47.02
31-139-81-73-17-020	VIGNESS, CHRISTOPHER E &	5620 PONDEROSA AVE	0.92	100.00%	301200	Residential			\$54.22
31-139-81-73-17-030	KROH, GLENN & MARIAN	7525 SUNSHINE LN	0.95	100.00%	220800	Residential			\$39.74
31-139-81-73-17-040	HOLTE, JEROME M	7522 SUNSHINE LN	1.00	100.00%	34800	Commercial		\$6.96	
31-139-81-73-17-050	FEIST, ROBERT A & LEE FEIST, CYNTHIA F	7504 SUNSHINE LN	1.02	100.00%	220700	Residential			\$39.73

31-139-81-73-17-060	MESSMER, TERRY & MARY	5800 PONDEROSA AVE	0.93	100.00%	307800	Residential			\$55.40
31-139-81-73-17-070	ERICKSON, KENNETH C & DEBRA	5816 PONDEROSA AVE	0.93	100.00%	311300	Residential			\$56.03
31-139-81-73-17-080	ATKINSON, RENE A R	5834 PONDEROSA AVE	0.93	100.00%	348400	Residential			\$62.71
31-139-81-73-17-090	RIEHL, BRADLEY & JANET	7505 ASH LN	1.13	100.00%	321000	Residential			\$57.78
31-139-81-73-17-100	PERIUS, TIMOTHY M & MARVELENE	7525 ASH LN	0.96	100.00%	240600	Residential			\$43.31
31-139-81-73-17-110	BITZ, JEREMY T	7541 ASH LN	1.01	100.00%	221500	Residential			\$39.87
31-139-81-73-17-120	REINER, ARLOIS & ARLYS	5839 LARIAT LOOP	0.92	100.00%	297600	Residential			\$53.57
31-139-81-73-17-130	BENNETT, ROBERT P & SARAH E	5813 LARIAT PL	0.94	100.00%	459400	Residential			\$82.69
31-139-81-73-17-140	HELGESON, STEVEN T & KAREN E	5807 LARIAT PL	0.98	100.00%	280100	Residential			\$50.42
31-139-81-73-17-150	ROSEN, ANNA JANE	5801 LARIAT PL	0.92	100.00%	545600	Residential			\$98.21
31-139-81-73-17-160	WALKER, LEROY I & MARCELLA	5751 LARIAT LOOP	0.92	100.00%	259600	Residential			\$46.73
31-139-81-73-17-170	SCHAAN, CHRISTOPHER M & MONICA	5737 LARIAT LOOP	0.92	100.00%	318400	Residential			\$57.31
31-139-81-73-17-180	BERG, T% BENEDICT, WAYNE & LORETTA	5725 LARIAT LOOP	0.92	100.00%	33000	Commercial		\$6.60	
31-139-81-73-17-190	BENEDICT, WAYNE & LORETTA J	7534 LARIAT LN	0.92	100.00%	259900	Residential			\$46.78
31-139-81-73-17-200	OBY, LYNN T & LINDA K	7520 LARIAT LN	0.94	100.00%	58200	Commercial		\$11.64	
31-139-81-74-15-010	ESLINGER, JEFFREY & KIMBERLY	5565 BUCKBOARD LN	2.19	100.00%	3800	Commercial			
31-139-81-74-15-020	ESLINGER, JEFFREY & KIMBERLY	5555 BUCKBOARD LN	2.19	100.00%	3800	Commercial			
31-139-81-74-15-030	ESLINGER, JEFFREY & KIMBERLY	5545 BUCKBOARD LN	2.19	100.00%	3800	Commercial			
31-139-81-74-15-040	ESLINGER, JEFFREY & KIMBERLY	5535 PONDEROSA AVE	2.19	100.00%	222200	Residential			\$40.00
31-139-81-75-01-010	KOSIAK, DONALD & FRANCINE	6025 MAGNOLIA DR	2.14	100.00%	517000	Residential			\$93.06
31-139-81-76-01-010	BECKER, RICK C	6140 PONDEROSA AVE	1.35	100.00%	579100	Residential			\$104.24
31-139-81-76-01-030	STEPHENSON, DAN W & SANDRA, ETAL	6124 MAGNOLIA DR	0.39	100.00%	24000	Commercial			
31-139-81-76-01-035	PONDEROSA OWNER'S ASSN		0.97	100.00%	10400	Commercial			
31-139-81-76-01-040	MURRY, BRUCE D & LISA R	6100 MAGNOLIA DR	0.92	100.00%	330900	Residential			\$59.56
31-139-81-76-01-050	WALKER, GENE & NANCY L	6040 MAGNOLIA DR	0.92	100.00%	347600	Residential			\$62.57
31-139-81-77-01-010	PORTER, JOSHUA J & AMBER S	5938 LARIAT LOOP	1.72	100.00%	592900	Residential			\$106.72
31-139-81-78-01-010	HAWRONSKY, STEVE L & CYNTHIA A	5406 NORDIC LN	0.92	100.00%	273400	Residential			\$49.21
31-139-81-78-01-020	DAHL, RODNEY S	5424 NORDIC LN	0.92	100.00%	285900	Residential			\$51.46
31-139-81-78-01-030	BUTLER, MONTE	5444 NORDIC LN	0.92	100.00%	279800	Residential			\$50.36
31-139-81-78-01-040	BONSNESS, JEFFREY O & KIRBY GERRIE LEA	5510 NORDIC LN	0.92	100.00%	268600	Residential			\$48.35
31-139-81-78-01-050	ZIMMERMAN, HUGO & MARY L	5520 NORDIC LN	0.94	100.00%	376800	Residential			\$67.82
31-139-81-78-01-060	QUANBECK, MARK &	5542 NORDIC LN	1.11	100.00%	513900	Residential			\$92.50
31-139-81-78-01-070	STAIR, JAMIE	5550 NORDIC LN	1.06	100.00%	337100	Residential			\$60.68
31-139-81-78-01-080	BLOMSETH, STEPHANIE J	5485 NORDIC PL	2.11	100.00%	218600	Residential			\$39.35
31-139-81-78-01-090	WEIGEL, SCOTT A & SHERRIE L	5477 NORDIC PL	1.68	100.00%	354100	Residential			\$63.74
31-139-81-78-01-100	TURITTO, ANTHONY & LORI	5465 NORDIC PL	0.94	100.00%	247700	Residential			\$44.59
31-139-81-78-01-110	HARMS, JEREMY A & SHANNON L	5455 NORDIC PL	1.01	100.00%	235000	Residential			\$42.30
31-139-81-78-01-120	SAND, MAURE A & SHARON F	5445 NORDIC PL	0.99	100.00%	252700	Residential			\$45.49
31-139-81-78-01-130	HRUBY, TYLER & ASHLEY	5407 NORDIC LN	1.15	100.00%	33900	Commercial		\$6.78	
31-139-81-78-01-140	FRITZ, GREGORY W & ANN MK	8030 BURNT CREEK LOOP	0.93	100.00%	323600	Residential			\$58.25
31-139-81-78-01-150	BUCKLIN, MARDELL L AND	8020 BURNT CREEK LOOP	0.92	100.00%	211000	Residential			\$37.98
31-139-81-78-01-160	PAULSON, THOMAS J & ERIN N	5404 PONDEROSA AVE	0.92	100.00%	230600	Residential			\$41.51
31-139-81-78-01-170	JORITZ, TRAVIS W & RICHARD E	5444 PONDEROSA AVE	1.24	100.00%	240600	Residential			\$43.31
31-139-81-78-01-200	BRANDNER, BRUCE & RENAE	7541 LARIAT LN	1.99	100.00%	218700	Residential			\$39.37
31-139-81-78-01-210	TIDD, RICHARD J	7533 LARIAT LN	1.28	100.00%	200300	Residential			\$36.05
31-139-81-78-01-220	STEPHENSON, DAN W & SANDRA	7521 LARIAT LN	1.11	100.00%	322500	Residential			\$58.05
31-139-81-79-01-010	KNUDSON, BRUCE E & DEBRA A	5934 LARIAT LOOP	1.07	100.00%	322100	Residential			\$57.98

31-139-81-79-01-020	GRINSTEINER, DONN & EVELYN	5930 LARIAT LOOP	1.55	100.00%	560200	Residential			\$100.84
31-139-81-79-01-030	BROWN, DAVID J & JOETTE M	5918 LARIAT LOOP	0.96	100.00%	401000	Residential			\$72.18
31-139-81-79-01-040	MCCORMICK, STEPHEN D JR & >	5912 LARIAT LOOP	1.49	100.00%	572500	Residential			\$103.05
31-139-81-79-01-050	TWARDOSKI, DARBY J & ANGELA D	5904 LARIAT LOOP	1.72	100.00%	595700	Residential			\$107.23
31-139-81-82-01-010	HANSON, JON D & PAMELA J	4115 SANDY RIVER DR	1.06	100.00%	376000	Residential			\$67.68
31-139-81-82-01-020	ZIEGLER, CORDELL J & LISA J	4210 BURNTWOOD PL	0.97	100.00%	384700	Residential			\$69.25
31-139-81-82-01-030	FODE, SHAUN M &	4140 BURNTWOOD PL	0.96	100.00%	330300	Residential			\$59.45
31-139-81-82-01-040	BOUSTEAD, DARLENE	4160 BURNTWOOD PL	1.00	100.00%	306300	Residential			\$55.13
31-139-81-82-01-050	BOUSTEAD, DARLENE	4200 BURNTWOOD PL	0.79	100.00%	31200	Commercial		\$6.24	
31-139-81-82-01-060	GRAF, ANDREW P	4135 SANDY RIVER DR	1.23	100.00%	199500	Residential			\$35.91
31-139-81-84-01-010	RENNICH, DAVID & MARY	7060 HORSESHOE BND	1.50	100.00%	215900	Residential			\$38.86
31-139-81-84-01-020	WHEELER, JAY A & TAMARA L	7030 HORSESHOE BND	1.50	100.00%	262700	Residential			\$47.29
31-139-81-84-01-030	NIEUWSMA, SHAWN & LINDSEY R	7000 HORSESHOE BND	1.57	100.00%	315500	Residential			\$56.79
31-139-81-84-01-040	WAHL, DWAYNE & SHARON		1.50	100.00%	28300	Commercial		\$5.66	
31-139-81-84-01-050	WAHL, DWAYNE L & SHARON B	6940 HORSESHOE BND	1.60	100.00%	303300	Residential			\$54.59
31-139-81-84-01-060	WAHL, DWAYNE & SHARON		1.54	100.00%	26400	Commercial		\$5.28	
31-139-81-84-01-070	ISAAK, THOMAS & COLLEEN	6905 HORSESHOE BND	1.56	100.00%	169500	Residential			\$30.51
31-139-81-84-01-080	KABANUCK, ROBERT M & ANN M		1.74	100.00%	28300	Commercial		\$5.66	
31-139-81-84-01-090	BOGER, CHARLES A & JUDITH K	6855 HORSESHOE BND	1.85	100.00%	275300	Residential			\$49.55
31-139-81-84-01-100	KARHOFF, JEANNE M		1.70	100.00%	21600	Commercial			
31-139-81-84-01-110	KARHOFF, JEANNE M	6835 HORSESHOE BND	1.52	100.00%	190700	Residential			\$34.33
31-139-81-84-01-120	KARHOFF, JEANNE M		1.61	100.00%	26300	Commercial		\$5.26	
31-139-81-84-02-010	ELSTAD, SCOTT A & LEE, CARLA J	7059 HORSESHOE BND	1.76	100.00%	256600	Residential			\$46.19
31-139-81-84-02-020	DOCKTER, DALE E & SHARON J	7029 HORSESHOE BND	1.50	100.00%	248900	Residential			\$44.80
31-139-81-84-02-030	FREIER, WARREN P & ELISE C	7001 HORSESHOE BND	1.50	100.00%	33800	Commercial		\$6.76	
31-139-81-84-02-040	SOMMERFELD, DEAN	6926 HORSESHOE BND	1.49	100.00%	302400	Residential			\$54.43
31-139-81-84-02-050	TVETER, MICHAEL & HEIDI	6860 HORSESHOE BND	1.58	100.00%	266500	Residential			\$47.97
31-139-81-84-02-060	LARSON, MARK A & CHERI L	6838 HORSESHOE BND	1.52	100.00%	207500	Residential			\$37.35
31-139-81-84-02-070	GRAF, DAVID	6826 HORSESHOE BND	1.59	100.00%	222100	Residential			\$39.98
31-139-81-84-02-080	BERRY, RODNEY J	6814 HORSESHOE BND	1.74	100.00%	255100	Residential			\$45.92
31-139-81-88-01-010	TERNES, TODD	4500 FERNWOOD DR	2.18	100.00%	400400	Residential			\$72.07
31-139-81-88-01-020	CCC PROPERTIES LLLP	4201 CRESTWOOD DR	1.49	100.00%	36800	Commercial		\$7.36	
31-139-81-88-01-030	HAISLEY, LARRY & KRISTEN	4235 CRESTWOOD DR	1.51	100.00%	309400	Residential			\$55.69
31-139-81-88-01-040	SANDE, JAMES & SUSAN	4255 CRESTWOOD DR	1.66	100.00%	195500	Residential			\$35.19
31-139-81-88-01-050	BENJAMIN, WILLIAM & CYNTHIA M	4323 CRESTWOOD DR	1.73	100.00%	354500	Residential			\$63.81
31-139-81-88-01-060	SEIFERT, PHILLIP & MELISSA	4345 WILDWOOD ST	1.49	100.00%	139600	Residential			\$25.13
31-139-81-88-01-070	CARLSON, JESSICA A & JONATHAN	4305 WILDWOOD ST	1.50	100.00%	701100	Residential			\$126.20
31-139-81-88-02-010	THOMPSON, ERIC R	4110 CRESTWOOD DR	1.57	100.00%	161100	Residential			\$29.00
31-139-81-88-02-020	POWER, JOHN & JILL	4210 CRESTWOOD DR	1.60	100.00%	272800	Residential			\$49.10
31-139-81-88-02-040	KOBILANSKY, BRUCE & SUSAN	4304 CRESTWOOD DR	2.99	100.00%	440000	Residential			\$79.20
31-139-81-88-02-050	MUND, JAMES D	4324 CRESTWOOD DR	1.49	100.00%	278300	Residential			\$50.09
31-139-81-88-02-060	MUND, JAMES	4400 CRESTWOOD DR	1.49	100.00%	36000	Commercial		\$7.20	
31-139-81-88-02-070	STUTE, DONOVAN W & TIA L	4418 CRESTWOOD DR	1.49	100.00%	250100	Residential			\$45.02
31-139-81-88-02-080	SHIMEK, DELORES D	4438 CRESTWOOD DR	1.49	100.00%	252000	Residential			\$45.36
31-139-81-88-02-090	IRWIN, DELANO R	4504 CRESTWOOD DR	1.56	100.00%	225600	Residential			\$40.61
31-139-81-88-02-100	POKRZYWINSKI, BRADLEY & NIKKI	4541 CRESTWOOD DR	1.49	100.00%	191900	Residential			\$34.54
31-139-81-88-02-110	FAIMAN, BRADLEY J ETAL	4605 CRESTWOOD DR	1.49	100.00%	338700	Residential			\$60.97

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31-139-81-88-03-010	TOWNSEND, WILLIAM R & ALVA E	4300 WILDWOOD ST	1.55	100.00%	36300	Commercial		\$7.26	
31-139-81-88-03-020	TOWNSEND, WILLIAM R & ALVA E	4320 WILDWOOD ST	1.55	100.00%	36300	Commercial		\$7.26	
31-139-81-88-03-030	TOWNSEND, WILLIAM R & ALVA E	4360 WILDWOOD ST	1.55	100.00%	36300	Commercial		\$7.26	
31-139-81-88-03-040	JONES, KATHLEEN	4380 WILDWOOD ST	1.49	100.00%	475800	Residential			\$85.64
31-139-81-88-03-050	JONES, KATHLEEN	4501 CRESTWOOD DR	1.53	100.00%	36000	Commercial		\$7.20	
31-139-81-88-03-060	TOWNSEND, WILLIAM R & ALVA E	4525 CRESTWOOD DR	1.87	100.00%	37000	Commercial		\$7.40	
31-139-81-88-03-061	TOWNSEND, WILLIAM & ALVA		0.29	100.00%	800	Commercial			
31-139-81-88-03-070	KLEIN, ALEX & LEANNE	4542 CRESTWOOD DR	1.69	100.00%	398400	Residential			\$71.71
31-139-81-88-03-080	NELSON, ROGER A & SHARON	4550 CRESTWOOD DR	1.51	100.00%	344400	Residential			\$61.99
31-139-81-88-03-090	BUETOW, SUZAN & TERRY	4570 CRESTWOOD DR	1.50	100.00%	348200	Residential			\$62.68
31-139-81-88-03-100	KADRMAS, MARK C & LAURIE J	4600 CRESTWOOD DR	1.50	100.00%	548000	Residential			\$98.64
31-139-81-88-03-110	UNDERHILL, JEFFERY W & CHERYL J	4610 CRESTWOOD DR	1.58	100.00%	407200	Residential			\$73.30
31-139-81-90-02-020	DETHLOFF, JULIE L		12.65	78.71%	23800	Commercial			
31-139-81-91-00-010	TOWNSEND, WILLIAM R & ALVA E	4470 SANDY RIVER DR	2.62	100.00%	466700	Residential			\$84.01
31-139-81-91-00-020	TOWNSEND, WILLIAM R & ALVA E	4510 SANDY RIVER DR	1.51	100.00%	81200	Residential			\$14.62
31-139-81-91-00-030	TOWNSEND, RICHARD G & CAMMY	4540 SANDY RIVER DR	1.68	100.00%	409000	Residential			\$73.62
31-139-81-91-00-040	DOCKTER, TIM A	4500 SANDY RIVER DR	1.80	100.00%	135600	Residential			\$24.41
31-139-81-91-00-050	VANDEBURG, KEITH & NICOLE	4505 SANDY RIVER DR	2.28	100.00%	149400	Residential			\$26.89
31-139-81-91-00-060	STUTE, LARRY L & MARJORIE J	4309 SANDY RIVER DR	0.89	100.00%	50600	Residential			\$9.11
31-139-81-91-00-070	PETERSON, SETH P	4307 SANDY RIVER DR	0.82	100.00%	72100	Residential			\$12.98
31-139-81-91-00-080	DOERR, LANCE & LORI	4305 SANDY RIVER DR	0.76	100.00%	252800	Residential			\$45.50
31-139-81-92-01-010	NORDSTROM, RONALD G & CHERYL	4301 SANDY RIVER DR	1.95	100.00%	660000	Residential			\$118.80
31-139-81-92-01-020	NORDSTROM, RONALD G & CHERYL	4315 SANDY RIVER DR	1.95	100.00%	37300	Commercial		\$7.46	
31-139-81-92-01-030	O'BRIEN, THOMAS J & KAREN A	4335 SANDY RIVER DR	5.04	100.00%	876100	Residential			\$157.70
31-139-81-92-01-040	THOMPSON, MARTIN S & NANCY M	4345 SANDY RIVER DR	1.95	100.00%	37300	Commercial		\$7.46	
31-139-81-92-01-050	THOMPSON, MARTIN S & NANCY M	4356 SANDY RIVER DR	2.45	100.00%	533900	Residential			\$96.10
31-139-81-93-01-010	MCCORMICK, STEVE & KAREN	3110 WILDERNESS COVE RD	1.01	100.00%	28100	Commercial		\$5.62	
31-139-81-93-01-020	MCCORMICK, STEVE & KAREN	3100 WILDERNESS COVE RD	1.00	100.00%	28100	Commercial		\$5.62	
31-139-81-93-01-030	MCCORMICK, STEVE & KAREN	3040 WILDERNESS COVE RD	0.99	100.00%	28100	Commercial		\$5.62	
31-139-81-93-01-040	MCCORMICK, STEVE & KAREN	3030 WILDERNESS COVE RD	1.97	100.00%	29700	Commercial		\$5.94	
31-139-81-93-01-050	MCCORMICK, STEVE & KAREN	3020 WILDERNESS COVE RD	0.92	100.00%	27000	Commercial		\$5.40	
31-139-81-93-01-060	MCCORMICK, STEVE & KAREN	3010 WILDERNESS COVE RD	0.96	100.00%	27600	Commercial		\$5.52	
31-139-81-93-01-070	MCCORMICK, STEVE & KAREN	3000 WILDERNESS COVE RD	0.95	100.00%	27600	Commercial		\$5.52	
31-139-81-93-01-080	MCCORMICK, STEVE & KAREN	2940 WILDERNESS COVE RD	0.95	100.00%	27600	Commercial		\$5.52	
31-139-81-93-01-090	MCCORMICK, STEVE & KAREN	2930 WILDERNESS COVE RD	0.94	100.00%	27600	Commercial		\$5.52	
31-139-81-93-01-100	MCCORMICK, STEVE & KAREN	2920 WILDERNESS COVE RD	0.94	100.00%	27600	Commercial		\$5.52	
31-139-81-93-01-110	MCCORMICK, STEVE & KAREN	2910 WILDERNESS COVE RD	0.96	100.00%	27600	Commercial		\$5.52	
31-139-81-93-01-120	MCCORMICK, STEVE & KAREN	2900 WILDERNESS COVE RD	0.97	82.74%	27600	Commercial		\$5.52	
31-139-81-93-01-130	IRAVANI-BARTCH, MANSUREH &	2830 WILDERNESS COVE RD	1.95	3.85%	837100	Residential			\$150.68
31-139-81-93-01-140	MCCORMICK, STEVE & KAREN	2820 WILDERNESS COVE RD	1.42	40.50%	28300	Commercial		\$5.66	

Farm	Commercial	Residential
Assessment	Assessment	Assessment
\$6,702.01	\$2,050.10	\$16,451.41

Total 2015 Revenue \$25,203.51



Burleigh County Water Resource District

**1811 East Thayer Avenue
Bismarck, North Dakota 58501
(701) 222-3499
www.bcwrld.org**

October 22, 2015

Kevin Glatt, Burleigh County Auditor
City/County Office Building
221 North 5th Street
P.O. Box 5518
Bismarck, North Dakota 58506-5518

RE: Burnt Creek – Operations and Maintenance Assessment District

Dear Mr. Glatt:

The Burleigh County Water Resource District (BCWRD) approved the assessment list for the Burnt Creek Floodway Maintenance Assessment during their regular meeting on October 13, 2014. A copy of the certified assessment list for 2015 is enclosed.

As noted the 2015 assessment will generate \$25,203.51. The amount of revenue generated each year varies based on the changing residential/commercial property values and agricultural acreage within the assessment district. We understand your office will charge a fee of \$1,500 to complete the annual set up and collection.

This operations and maintenance district was established in accordance with North Dakota Century Code Section 61-16.1-40.1 and approved by a two thirds vote of both the BCWRD and the Burleigh County Commission on February 3, 2014. The BCWRD hereby certifies these costs for assessment and directs them to be levied in accordance with the assessment list. If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry A. Fleck".

Terry Fleck, Chairman
Burleigh County Water Resource District

Enclosure

C: Dennis Reep, BCWRD Manager
Kathleen Jones, County Commissioner
David Bliss, Bliss Law Firm
Scott D. Wegner, Arntson Stewart Wegner PC
Michael H. Gunsch, HEI

Current Board Members:

Terry Fleck, Chairman, Bismarck 223-9768 Cary Backstrand, Vice Chairman, Bismarck 471-9134 Kathleen Jones, Secretary/Treasurer, Bismarck 400-7129
Gordon Weixel, Manager, Bismarck 258-5390 Dennis Reep, Manager, Bismarck 557-9621

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Mona Livdahl

From: Michael Gunsch [mgunsch@houstoneng.com]
Sent: Monday, February 1, 2016 1:23 PM
To: Mona Livdahl
Cc: 'Reep, Dennis'; Gordon Weixel (gweixel@nd.gov)
Subject: FW: B1510697 invoice
Attachments: PSAProjInvoice.Report.pdf

Mona – See attached to be considered for payment at the February board meeting.
Thanks,

Michael Gunsch

Principal / Senior Project Manager
Houston Engineering, Inc.
3712 Lockport St, Bismarck, ND 58503
O 701.323.0200 | F 701.323.0300 | C 701.527.2134
www.houstoneng.com

This entire message (including all forwards and replies) and any attachments are for the sole use of the intended recipient(s) and may contain proprietary, confidential, trade secret, work-product, attorney-client or privileged information. Any unauthorized review, use, disclosure or distribution is prohibited and may be a violation of law. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message

From: Schirado, Joseph [mailto:JSchirado@braunintertec.com]
Sent: Monday, February 01, 2016 1:10 PM
To: Michael Gunsch <mgunsch@houstoneng.com>
Subject: B1510697 invoice

Hello,

Please see the attached invoice.

Thanks and Regards,



Joe Schirado

Accounting Technician
1341 S. 20th Street | Bismarck, ND 58504
701.255.7180 office | 701.255.7208 fax
jschirado@braunintertec.com
braunintertec.com | [Twitter: Braun Intertec](#) | [LinkedIn: Braun Intertec](#)

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INVOICE

BRAUN
INTERTEC

The Science You Build On.

PLEASE REMIT TO

Braun Intertec Corporation
NW 7644 PO Box 1450
Minneapolis, MN 55485

Telephone (952) 995-2000
Fax (952) 995-2020
Tax I.D. 41-1684205

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

Date 2/1/2016
Invoice number B050875
Project ID B1510697
Customer account 14671
Customer PO

Landslide Evaluation

Geotechnical Evaluation
2951, 2945 & 2939 Arizona Drive
Bismarck, ND

For Professional Services rendered through 1/22/2016

3 - Monitoring

3.1 - Engineering Consulting Services

\$599.00

\$599.00

4 - Laboratory Testing

4.1 - Soil Observations & Testing

\$2,250.00

\$2,250.00

5 - Engineering and Reporting

5.1 - Engineering Consulting Services

\$3,077.00

\$3,077.00

Total Fees

\$5,926.00

Amount Previously Invoiced: \$23,535.63

Amount Invoiced to Date: \$29,461.63

Page 1 of 2

Please pay from this invoice.

Terms: Due on receipt, 1 1/2% per month after 30 days, 18% annual percentage rate.

We accept



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	Qty/Hours	Rate	Amount
3 - Monitoring			
3.1 - Engineering Consulting Services			
Consulting Services Detail			
Staff Engineer	4.50	122.00	549.00
Non-Salary Detail			
GEO Trip Charge	1.00	50.00	50.00
Total 3.1 - Engineering Consulting Services			\$599.00
Total 3 - Monitoring			\$599.00
4 - Laboratory Testing			
4.1 - Soil Observations & Testing			
Non-Salary Detail			
Consolidated-Undrained Triax testing with Pore Pressure Measurements (ASTM D4767), per sample	2.00	1,125.00	2,250.00
Total 4.1 - Soil Observations & Testing			\$2,250.00
Total 4 - Laboratory Testing			\$2,250.00
5 - Engineering and Reporting			
5.1 - Engineering Consulting Services			
Consulting Services Detail			
Project Manager	0.50	122.00	61.00
Project Engineer	18.00	149.00	2,682.00
Senior Engineer	2.00	167.00	334.00
Total 5.1 - Engineering Consulting Services			\$3,077.00
Total 5 - Engineering and Reporting			\$3,077.00
Total Project			\$5,926.00

139

Mona Livdahl

From: Reep, Dennis [Dennis.Reep@hdrinc.com]
Sent: Tuesday, January 12, 2016 11:01 AM
To: David Bliss (dbliss@blisslaw.com)
Cc: Rod Beck (rrbeck54@bis.midco.net); Mona Livdahl (mona@midco.net)
Subject: Drainage Complaint Form
Attachments: complaint_water_related_issues_sfn60840.pdf; Drainage Complaint Form 2016-01-11.pdf

David and Rod,

Attached is the Ward County version of the new drainage complaint form and the original from the NDSWC. I believe the only thing they changed was the wording above the Complainant's Signature.

Mona, please include an agenda item for this at February's meeting for action based on Dave and Rod's input.

Dennis W. Reep, PE, CFM
Water Resources Program Lead

HDR
4503 Coleman Street, Suite 105
Bismarck, ND 58503
D 701.557.9621 M 701.595.2142
dennis.reep@hdrinc.com

hdrinc.com/follow-us



COMPLAINT FOR WATER-RELATED ISSUES
OFFICE OF THE STATE ENGINEER
SFN 60840 (11/2015)

DATE RECEIVED

FOR DISTRICT USE ONLY

Please submit to the water resource district in which the issue is located.
Contact information for water resource districts is available online at swc.nd.gov

GENERAL INFORMATION					
(1) This Complaint must include a map from an actual survey, aerial photo, or topographic map. The size of the map shall be at least 8½ by 11 inches and shall have a north arrow. If, in the opinion of the Water Resource District, the map does not contain enough information to properly evaluate the project, more information may be requested.					
(2) The Complaint Is Regarding:					
<input type="checkbox"/> Dam, Dike, Or Other Device (North Dakota Century Code (N.D.C.C.) § 61-16.1-53)					
<input type="checkbox"/> Drainage (N.D.C.C. § 61-32-07)					
<input type="checkbox"/> Obstruction To A Drain/Watercourse (N.D.C.C. § 61-16.1-51)					
(3) Water issue is located in which Water Resource District (District)?					
(4) Legal Description	1/4	1/4	Section	Township	Range
(5) Approximate Construction Date					
(6) Description of the issue					
(7) Is your property impacted? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, number of acres impacted _____					
Please explain					
Complaint Filed Against			Complaint Filed By		
Name (print)			Name (print)		
Address			Address		
City	State	ZIP Code	City	State	ZIP Code
Telephone Number (if known)			Telephone Number		
Complainant's Signature				Date	

ADDITIONAL SHEETS MAY BE ATTACHED IF NECESSARY.

DAM, DIKE, OR OTHER DEVICE COMPLAINTS (N.D.C.C. § 61-16.1-53):

The District will determine if a landowner or tenant constructed a dam, dike, or other device without first securing a construction permit as required under N.D.C.C. § 61-16.1-38, or in conflict with the terms or conditions of a construction permit. North Dakota Administrative Code § 89-08-01-01 defines "other device" as "a water control structure, other than a dam or dike, including diversions and holding ponds, lagoons, or dugouts."

DRAINAGE COMPLAINTS (N.D.C.C. § 61-32-07):

Surface Drainage: The District will determine if a landowner or tenant constructed any surface drainage that impacts a watershed area of 80 acres or more without first securing a drainage permit as required under N.D.C.C. § 61-32-03, or in conflict with the terms or conditions of a drainage permit.

Tile Drainage: The District will determine if a landowner or tenant constructed or installed a tile or subsurface drainage system with a footprint of 80 acres or more without first securing a tile or subsurface permit as required under N.D.C.C. § 61-32-03.1, or in conflict with the terms or conditions of a tile or subsurface permit.

OBSTRUCTION TO DRAIN COMPLAINTS (N.D.C.C. § 61-16.1-51):

The District will determine if a landowner or tenant has intentionally or negligently caused an obstruction to a natural watercourse or drain.

The District must act pursuant to the appropriate code listed above. The District shall investigate and make a determination within a reasonable time (not to exceed 120 days for dams, dikes, other devices, or drains). The District shall notify all parties of its decision as required by code. If complained of activity was a dam, dike, other device, or drain, the District's decision may be appealed to the State Engineer within 30 days of the District's decision. If the complained of activity was an obstruction to drain, the District's decision may be appealed to District Court.

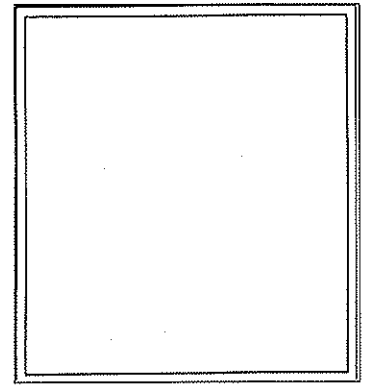
FOR DISTRICT USE ONLY

Date Received		Date Investigated	
Does the complainant have standing to file a complaint? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If No, why?			
Does the project have a Permit? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, Permit Number	Date Granted
Does the project meet a permitting exemption? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, which one?			
Project Construction Date		Revision Date (if any)	
District Action			
District Action Compliance Date	Project Owner Compliance Date		Decision Appeal Date
Subsequent Action			
District Chairman's Signature			Date Of Signature

ADDITIONAL SHEETS MAY BE ATTACHED IF NECESSARY.

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COMPLAINT FOR WATER-RELATED ISSUES
OFFICE OF THE STATE ENGINEER



Please submit to the water resource district in which the issue is located.
Contact information for water resource districts is available online at swc.nd.gov

GENERAL INFORMATION					
(1) This Complaint must include a map from an actual survey, aerial photo, or topographic map. The size of the map shall be at least 8½ by 11 inches and shall have a north arrow. If, in the opinion of the Water Resource District, the map does not contain enough information to properly evaluate the project, more information may be requested.					
(2) The Complaint Is Regarding:					
<input type="checkbox"/> Dam, Dike, Or Other Device (North Dakota Century Code (N.D.C.C.) § 61-16.1-53) <input type="checkbox"/> Drainage (N.D.C.C. §61-32-07) <input type="checkbox"/> Obstruction To A Drain/Watercourse (N.D.C.C. § 61-16.1-51)					
(3) Water issue is located in which Water Resource District (District)?					
(4) Legal Description	1/4	1/4	Section	Township	Range
(5) Approximate Construction Date					
(6) Description of the issue					
(7) Is your property impacted? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, number of acres impacted _____					
Please explain					
Complaint Filed Against			Complaint Filed By		
Name (print)			Name (print)		
Address			Address		
City	State	ZIP Code	City	State	ZIP Code
Telephone number (if known)			Telephone number		
By signing this form I certify (1) that this complaint is made in good faith and not to harass or annoy or for any other improper purpose and (2) that I have been provided a copy of N.D.C.C. § 61-32-07 and N.D.C.C. § 61-16.1-51. I understand that the Board may assess certain costs associated with this complaint under N.D.C.C. § 61-16.1-51 or N.D.C.C. § 61-32-07 if it finds the complaint to be frivolous.					Date
Complainant's Signature _____					

ADDITIONAL SHEETS MAY BE ATTACHED IF NECESSARY.

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DAM, DIKE, OR OTHER DEVICE COMPLAINTS (N.D.C.C. § 61-16.1-53):

The District will determine if a landowner or tenant constructed a dam, dike, or other device without first securing a construction permit as required under N.D.C.C. § 61-16.1-38, or in conflict with the terms or conditions of a construction permit. North Dakota Administrative Code § 89-08-01-01 defines "other device" as "a water control structure, other than a dam or dike, including diversions and holding ponds, lagoons, or dugouts."

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Surface Drainage: The District will determine if a landowner or tenant constructed any surface drainage that impacts a watershed area of 80 acres or more without first securing a drainage permit as required under N.D.C.C. § 61-32-03, or in conflict with the terms or conditions of a drainage permit.

Tile Drainage: The District will determine if a landowner or tenant constructed or installed a tile or subsurface drainage system with a footprint of 80 acres or more without first securing a tile or subsurface permit as required under N.D.C.C. § 61-32-03.1, or in conflict with the terms or conditions of a tile or subsurface permit.

OBSTRUCTION TO DRAIN COMPLAINTS (N.D.C.C. § 61-16.1-51):

The District will determine if a landowner or tenant has intentionally or negligently caused an obstruction to a natural watercourse or drain.

The District must act pursuant to the appropriate code listed above. The District shall investigate and make a determination within a reasonable amount of time (not to exceed 120 days for dams, dikes, other devices, or drains). The District shall notify all parties of its decision as required by code. If complained of activity was a dam, dike, other device, or drain, the District's decision may be appealed to the State Engineer within 30 days of the District's decision. If the complained of activity was an obstruction to drain, the District's decision may be appealed to District Court.

FOR DISTRICT USE ONLY

Date Received		Date Investigated	
Does the complainant have standing to file a complaint?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If No, why?			
Does the project have a Permit? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, Permit Number	Date Granted
Does the project meet a permitting exemption? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, which one?			
Project Construction Date		Revision Date (if any)	
District Action			
District Action Compliance Date	Project Owner Compliance Date	Decision Appeal Date	
Subsequent Action			
District Chairman's Signature		Date of Signature	

ADDITIONAL SHEETS MAY BE ATTACHED IF NECESSARY

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Burleigh County Water Resource Board.
Policy re: District Manager Expense Vouchers.

Section 1. Policy Purpose.

This Policy is adopted by the Burleigh County Water Resource District (District) to establish a procedure and guidelines for District Manager Expense tracking and the submission and review of such expense vouchers for consideration and payment. The Policy seeks to identify reimbursable expenses for District Managers in the course of fulfilling the duties of serving on the District Board and in representing the District and Burleigh County at approved and relative water management meetings, both at County and local level meetings and events and at higher State and Federal meetings and events.

Section 2. District Administration.

The District shall designate a Board member to serve as Board Treasurer. The Board Treasurer shall have following responsibilities:

- As appropriate and prior to each Board meeting, the Treasurer shall review all pending bills and submit such bills to the Board Secretary for discussion and review by the full Board at the next appropriate or opportune Board meeting.
- Upon approval by the Board, the Treasurer shall submit such approved bills to the County with a recommendation for payment.
- On a monthly basis, the Treasurer shall provide a Treasurer Report at each Board meeting. Such report shall provide discussion relative to billings received against relative budget amounts for various items and projects and shall provide a tracking system of revenues and expenditures of the District.
- The Treasurer shall be responsible for receipt and review of Board Member Expense forms (per Section 3) and shall place such expense claims on the meeting agenda of the appropriate monthly meeting for board review and approval.

The District shall, on a quarterly basis according to section 3 of this policy, review and approve the expense forms of each Board member and shall make a recommendation for payment. The Treasurer shall deliver the recommended expense forms to the County Auditor office for payment.

Section 3. Board Member Responsibility.

Each Board Member has the responsibility to track and report reimbursable expenses according to the reporting method and by use of reporting forms acceptable and in place by the county. Submission of such forms shall be according to the following schedule:

- Each quarter the expense forms for each manager shall be presented to the Treasurer in advance of the applicable monthly board meeting. Submission dates are as follows:
 - April Meeting; submission of forms for expenses incurred in the first quarter of the year.

- July Meeting; submission of forms for expenses incurred in the second quarter of the year, inclusive of any expenses which were not claimed previously in the year.
- October Meeting; submission of forms for expenses incurred in the third quarter of the year, inclusive of any expenses which were not claimed previously in the year.
- December Meeting; submission of forms for expenses incurred in the fourth quarter of the year, inclusive of any expenses which were not claimed previously in the year.
- Submitted expense forms shall follow a format which clearly identifies the meeting date being claimed, the reimbursable associated with a given meeting or other approved costs, and a total amount of the claim. Each expense form shall be dated and signed by the submitting Board member, such signature is an acknowledgement to the accuracy and truthfulness of the claim being submitted.

Section 4. Eligible Expenses.

- Board member expenses may not exceed the limits and scope as defined by applicable State statute and other Board or County policy. Current approved reimbursable costs are as follows:
 - Each Board meeting at \$135 (not to exceed \$135 per day)
 - Reimbursement for phone calls and other items \$45/hour not to exceed \$135 per day (approved 6-3-14)
 - Other local, State, Federal meetings at \$135 (not to exceed \$135 per day)
 - Meals and lodging are reimbursed for out of town travel, or for organized luncheon or diner meetings and are not to exceed the State rate which is as follows:
 - First quarter (from 7 a.m. to noon) at \$7.00
 - Second quarter (from noon to 6 p.m.) at \$10.50
 - Third quarter (from 6 p.m. to midnight) at \$17.50
 - Mileage is at \$.54 per mile, as recorded from the home residence.
 - Other incidental expenses such as parking, copying, phone charges, etc. are allowable and shall be accompanied by receipts.
- Out of State travel and expense reimbursement requires prior approval from the Board. The allowance for out of state meals, within the continental United States, is equal to the per diem meals rate in the city for which a claim is being made on that day as established by rule for federal employees by the United States general services administration and must be allocated twenty percent to the first quarter, thirty percent to the second quarter, and fifty percent to the third quarter. The allowance for lodging or travel must be actual and appropriate receipts are required.
- Meeting and other reimbursable expenses are allowed for the following:
 - Regularly scheduled monthly Board meetings.
 - Special Board meetings as called by the Chairman of the Board, or as called by Committee Chairman.

- Meetings attended by assigned Board committee members or an appointed alternate, relative to the purpose of the committee; examples of such meetings are as follows:
 - Meetings relative to McDowell Dam administration and issues
 - Meetings relative to Burnt Creek administration and issues
 - Attendance at meetings of the Missouri River Joint Water Board
 - Attendance at meetings of the ND Irrigation Caucus
 - Attendance at meetings of the ND Water Resource Board
 - Attendance at meetings of the ND Water Users Association
 - Special project oriented meetings
 - Appearances before the State Water Commission or the Garrison Conservancy District if such appearances are requested or if Water District business is discussed or anticipated to be discussed.
 - Appearances before local river and lake advocacy groups inclusive of the Friends of Lake Sakakawea, Voices For Lake Oahe & Bis Man Reel and Rec, if such appearances are requested or if Water District business is discussed or anticipated to be discussed.
 - Attendance at local and State water conventions including the ND Rural Water Convention, the ND Water Users convention, and the annual summer executive briefing of the ND Water Resource Districts Association.
 - Appearance and attendance at local river and lake management meetings, specifically the Operating and Master Manual Plan meetings conducted by the Corp of Engineers.
 - Attendance at Dakota Resource RC & D Meetings
 - Attendance at Soil Conservation meetings
- Special Board pay is authorized as follows:
 - The Chairman shall receive a meeting expense in compensation for the effort expended in preparing for each monthly Board meeting; such extra payment is limited to one such payment each meeting.
 - The Treasurer shall receive one-half meeting expense in compensation for the effort expended in preparing the monthly report and fulfilling other duties of the position; such extra payment is limited to one such payment for each month.

Revised: 6/3/14
 Revised: 4/3/14
 Revised: 4/25/2012
 Revised: 2/8/2010
 Revised: 2/9/09 & 3/10/09
 Revised: 7/08 (Adopted: August 11, 2008)
 Adopted and Approved: 2/11/08

10/17

Mona Livdahl

From: Kevin Glatt [kglatt@nd.gov]
Sent: Thursday, January 28, 2016 7:52 AM
To: 'Mona Livdahl'
Subject: FW: 2016 Annual Disposal Reports - Water Resource Board
Attachments: County Gen Schedule Disposal Report.pdf; 899-015 Cert Water Resource.pdf; 899-015 Disposal Rpt Water Resource.pdf

From: Freeman, Sharon M. [mailto:sfreeman@nd.gov]
Sent: Thursday, January 28, 2016 7:50 AM
To: 'auditors@ndaco.org'
Subject: 2016 Annual Disposal Reports - Water Resource Board

Auditors: Please forward to the County Water Resource Office. Thank you.

Attached you will find the annual records disposal packet for your office. Upon receiving the packet, please review, complete disposal actions, print and return the Certificate of Records Disposal (SFN7694), the agency records disposal report (RM1071-AA), and any Records Series Description (SFN2042) form(s), if applicable.

According to North Dakota Century Code 54-46-05, agencies must dispose of records that have met their retention requirements. 54-46-12 applies specifically to county records management. If sections or divisions of the agency maintain copies of a record series, they may dispose of the copies any time before the primary or official record of the agency, but must not maintain the copies any longer than the specified retention period. Upon completion of the disposal process, please return all documentation (as stated above) by **December 31, 2016** in order to comply with records management requirements.

Also attached is a copy of the records disposal report for the County General Retention Schedule (GRS). Please follow the retention periods listed on the general schedule for these types of records retained by your office. If there are duplicate record series on the agency-specific retention schedule, please delete from the office specific schedule and follow the ND GRS.

Here is the link to the retention acronyms that are used on the records disposal reports: <http://www.nd.gov/itd/service-info/abbreviations-used-record-retention-schedules>.

At this time, the agency records disposal report, as well as the Record Retention Schedule with Descriptions on the web: <http://www.nd.gov/itd/sites/itd/files/legacy/retention/retention.pdf>, should be reviewed to verify accuracy.

- Are all the records of the agency included on the report?
- Have new programs or files been added to the records system that should be added to the retention schedule?
- Are there any records series that should be deleted?
- Are there any changes to the title, description, or the retention values?

The retention schedule should identify records currently retained by the office. If the records are not accurately reflected, complete a Records Series Description (SFN 2042) to indicate any additions, changes, or deletions and return them to ITD Records Management. See our website to obtain the latest copy of the SFN 2042: <http://www.nd.gov/eforms/Doc/sfn02042.pdf>

If you have any records which must be transferred to the State Archives, please contact Larissa Harrison 328-2663 or Shane Molander 328-3570 to make arrangements for the transfer. Electronic records require special procedures for transferring to the State Archives. Please see the information on the State Historical Society's website at <http://history.nd.gov/archives/electronicrecords.html> Please forward documentation (certification form and disposal report) with the records to be transferred. The certification will be signed and all paperwork forwarded to Records Management. A transfer of records to the State Archives will require extra time. Please be sure to schedule the transfer of records well in advance of **December 31, 2016**. This will ensure that you complete your records disposal on time and that the State Archives has time to process the records.

If you have any questions/comments, or need assistance with the disposal process please let me know. You can also refer to the new ITD Records Management website for further instructions: <http://www.nd.gov/itd/services/records-management> (See Records Management Program, Subtopic: [Records Management Program Maintenance](#).)

Sharon Freeman

Information Management Analyst
State of North Dakota
ITD/Records Management
701-328-3579

www.nd.gov

12/19

ITD - Records Management Division
 Records Disposal Report for Dept - 8990 - County Government
 Division- 16 - General Schedule

Records Control Number	Record Series Title	Total Retention Years	Transfer This Year to Inact. Storage	Microfilm This Year	***** DISPOSE OF *****	
					This Month/Yr and Before	Use This Method
010201	AUDIT REPORTS, COUNTY	3 CFY			DECEMBER 2012 CFY	TO ARCHIVES
010301	AUTHORIZATIONS, TRAVEL	3 CFY			DECEMBER 2012 CFY	LANDFILL
010401	BUDGET REPORTS (EXCEPT AUDITOR)	4 CFY			DECEMBER 2011 CFY	LANDFILL
010501	CASH BOOKS/JOURNALS	3 CFY			DECEMBER 2012 CFY	LANDFILL
010601	WARRANTS	6 CFY			DECEMBER 2009 CFY	LANDFILL
010602	BANK RECORDS	6 CFY			DECEMBER 2009 CFY	LANDFILL
010605	REGISTER, WARRANT	10 CFY			DECEMBER 2005 CFY	LANDFILL
010617	CHECK REGISTER	3 CFY			DECEMBER 2012 CFY	LANDFILL
010701	REGISTER, CLAIMS	10 CFY			DECEMBER 2005 CFY	LANDFILL
010801	EXPENSE ACCOUNT REPORTS	3 CFY			DECEMBER 2012 CFY	LANDFILL
010902	PURCHASE ORDERS/REQUISITIONS	3 CFY			DECEMBER 2012 CFY	LANDFILL
011201	INVENTORY, COUNTY EQUIPMENT	3 LOE			2012 LOE+3	LANDFILL
011301	LEDGERS	5 CFY			DECEMBER 2010 CFY	LANDFILL
011601	EMPLOYEE PAYROLL RECORDS	6 ALA			2009 ALA+6	LANDFILL
011801	RECEIPTS/RECEIPT BOOKS	10 CFY			DECEMBER 2005 CFY	LANDFILL
011802	REGISTER, ACCOUNTS RECEIVABLE	6 CFY			DECEMBER 2009 CFY	LANDFILL
011803	FEE BOOKS	3 CFY			DECEMBER 2012 CFY	LANDFILL
011812	COLLECTION REGISTER	3 CFY			DECEMBER 2012 CFY	LANDFILL
012001	BILLS	3 CFY			DECEMBER 2012 CFY	LANDFILL
012102	VOUCHERS	3 CFY			DECEMBER 2012 CFY	LANDFILL
100101	MEMORANDA	3 CFY			DECEMBER 2012 CFY	LANDFILL
220301	MINUTES	25			1990	TO ARCHIVES
350301	TRAINING MATERIALS/SEMINAR NOTES	3			2012	LANDFILL
430101	EQUIPMENT MANUALS	LOE			LOE	LANDFILL
450101	CORRESPONDENCE	3			2012	LANDFILL
470101	INSURANCE POLICIES	3 AE			2012 AE+3	LANDFILL
470203	VEHICLE INSURANCE POLICIES	3 AE			2012 AE+3	LANDFILL
500415	BANKRUPTCY RECORDS	3 CFY			DECEMBER 2012 CFY	LANDFILL
600202	EMPLOYEE APPLICATIONS--APPLICANTS NOT HIRED	3			2012	LANDFILL
600601	PERSONNEL	6 ALA			2009 ALA+6	LANDFILL
600606	MEDICAL RECORDS	6 ALA			2009 ALA+6	SHREDDER
600703	LEAVE RECORDS	3 CFY			DECEMBER 2012 CFY	LANDFILL
720101	REFERENCE MATERIALS	UD			UD	LANDFILL
800336	RURAL PROPERTY DESCRIPTIONS	UD			UD	LANDFILL

ITD - Records Management Division
 Records Disposal Report for Dept - 8990 - County Government
 Division- 16 - General Schedule

Records Control Number	Record Series Title	Total Retention Years	Transfer This Year to Inact. Storage	Microfilm This Year	***** DISPOSE OF ***** This Month/Yr and Before	Use This Method
800389	MARRIAGE LICENSES	PERM			PERM	TO ARCHIVES
800390	MARRIAGE LICENSE DOCUMENTATION	2			2013	LANDFILL
800703	COURTHOUSE RECORDS	PERM			PERM	TO ARCHIVES
850101	MAILING LISTS	UD			UD	LANDFILL
850201	TELEPHONE LOGS	1			2014	LANDFILL
850601	DAILY LOG	1			2014	LANDFILL
900236	UNCLAIMED PROPERTY DOCUMENTATION	3 ACFY			JUNE 2012 ACFY	LANDFILL
970101	VENDOR INFORMATION	1			2014	LANDFILL



CERTIFICATION OF RECORDS DISPOSAL
INFORMATION TECHNOLOGY DEPARTMENT
RECORDS MANAGEMENT
SFN 7694 (7-2014)

Certification Number
2016261
Complete and Return By:
December 31, 2016

Agency	Division
County Name:	Resource District (899-015)

INSTRUCTIONS

1. Review your Records Retention Schedule and Records Disposal Report to identify any changes to existing record series or additions and deletions to the Records Retention Schedule. This includes any changes to the retention periods assigned to the record series. Mark the appropriate Schedule Review box below.
2. Verify that the records approved for disposal or transfer to the State Archives have been handled as specified in the attached Records Disposal Report. Make a note on the Records Disposal Report if you are not transferring or disposing of any records that are listed on the report. Mark the appropriate Records Disposal box below.
3. Enter the total inches of records disposed under the appropriate size. Measure from the front of the drawer or box to the back OR the height of the records stacked on the floor or desk. For electronic records deleted, track the volume of Megabytes (MB) and enter under the Electronic column below.

Sign and date the Agency Certificate of Schedule Review and Records Disposal below.

4. Contact the State Archives to transfer records designated as historical. When records are transferred, **include your agency-specific Disposal Report (RM 1071-AA) and this signed Certification of Records Disposal** with the records being transferred. The State Archivist or designated representative will sign the Certificate of Transfer.
5. If no records are designated for transfer to the State Archives, **send your agency-specific Disposal Report (RM 1071-AA) and this signed Certification of Records Disposal** to ITD, Records Management, 4201 Normandy St, Bismarck, ND 58503-1324.

AGENCY CERTIFICATE OF SCHEDULE REVIEW AND RECORDS DISPOSAL

1. Schedule Review (Check One)

- ☐ I certify that I have reviewed the Records Retention Schedule and it is correct.
- ☐ I certify that I have reviewed the Records Retention Schedule and corrections are required. The Record Series Description(s) (SFN 2042) necessary to make the corrections will be sent to ITD Records Management or are attached.

2. Disposal Review (Check One)

- ☐ I certify that only those records approved on the ND General Records Retention Schedule or the attached agency-specific Records Disposal Report (RM 1071-AA) have been transferred or disposed by the specified methods.
- ☐ I certify that records have not been disposed as specified on the Records Disposal Reports and that this office is not in compliance with the records management program as specified in NDCC Chapter 54-46.
- Explain Reason:

3. Disposal Volume - Estimate the total inches disposed or electronic storage space (MB) recovered and enter below.

Size of Records	Letter Size 8 1/2 X 11	Legal Size 8 1/2 X 14	Size X	Size X	Size X	Electronic (MB)	Microfiche 5 3/4 X 4	Roll Microfilm 4 1/2 X 4 1/2
Inches or MB								
Signature of Employee Certifying Disposal						Telephone Number		Date

4. CERTIFICATE OF TRANSFER TO STATE ARCHIVES

I certify that the following records (title/control number) were transferred to the State Historical Society/ Designated Repository:	Date of Transfer
State Archivist/Designated Representative	Date

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01/04/2016

ITD - Records Management Division

Page 1

Records Disposal Report for Dept - 8990 - County Government
Division- 15 - Water Resource Board

Records Control Number	Record Series Title	Total Retention Years	Transfer This Year to Inact. Storage	Microfilm This Year	***** DISPOSE OF ***** This Month/Yr and Before	Use This Method
220313	MINUTES, DRAIN BOARD/WATER MANAGEMENT	PERM			PERM	TO ARCHIVES

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mailed

Burleigh County Soil Conservation District

Winter Grazing & Feeding Tour

"Waste Not, Want Not: Benefits of Building Soil Biology"

Date: Tuesday, February 16, 2016

Time: 1:00 - 4:30 p.m.

1:00 Ken Miller Ranch—Fort Rice, ND

- Winter Grazing Strategies
- Building Soil Health with Bale Grazing
- Animal Performance Review
- Nutritional Requirements for Livestock in Winter
- Winter Bale Grazing Project

3:30 ARS Station Mandan

- Grazing Corn Stalks
- Winter Grazing Alternatives

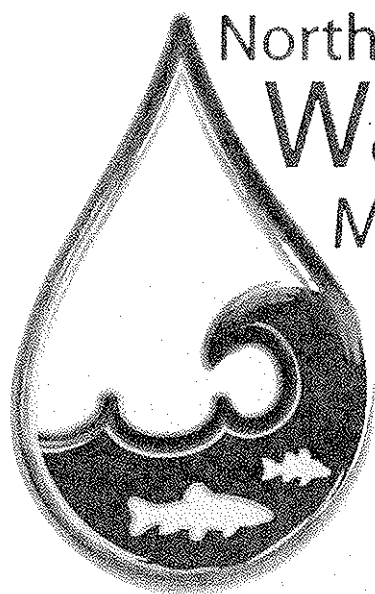


Tour Locations:

- Ken Miller Ranch: Travel S on Hwy 1806/6th St. from Mandan, ND about 23 miles, take a right just past Mile Marker 48. Travel on gravel road 3/8 mile to ranch.
- ARS Station: 1701 10th Ave. SW, Mandan, ND 58554 (just south of Mandan on Hwy 6).

An invitation to attend the tour is extended to farmers/ranchers, spouses and managing partners. Please notify the office at 250-4518, ext.3 by **February 12th** with the number attending so appropriate plans can be made.

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



North Dakota

Water Quality Monitoring Council

PRESENTS THE

2016 CONFERENCE



MARCH 2-4, 2016

**National Energy Center of Excellence
Bismarck State College**

It is our pleasure to invite you to attend the 2016 North Dakota Water Quality Monitoring Conference, scheduled for March 2-4, 2016 at the National Energy Center of Excellence located on the campus of Bismarck State College in Bismarck, North Dakota.

As a conference attendee, you will be joined by water quality researchers, scientists, engineers, and managers from all across the state and region in a forum to discuss current and emerging topics dealing with surface and ground water quality in North Dakota. The conference will feature over 40 technical presentations on water quality topics ranging from emerging contaminant issues, to lake and river water quality status and trends, sub-surface drainage management, to ground water monitoring and assessment.

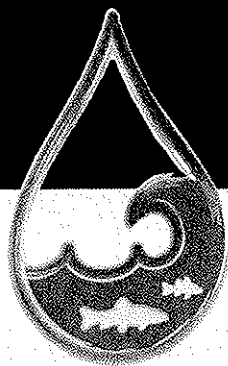
For 2016, the conference theme will focus on water and energy. Over the three days, the conference will feature many technical sessions, an evening reception and poster showcase, and a luncheon featuring a keynote address by Tanya J. Gallegos, a research engineer with the Eastern Energy Resource Center at the U.S. Geological Survey in Reston, VA. Her current research encompasses field and lab studies to understand environmental implications of energy development on natural resources throughout the hydraulic fracturing and uranium mining and milling life cycles. As the conference keynote speaker, she will discuss the role of water in energy resource development.

We are looking forward to seeing you at the conference in March.

Karl Rockeman
Conference Co-Chair
Division of Water Quality
North Dakota Department of Health

Joel Galloway
Conference Co-Chair
North Dakota Water Science Center
US Geological Survey

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REGISTRATION DETAILS

NORTH DAKOTA WATER QUALITY MONITORING CONFERENCE

Look for our new registration process which will help streamline your registration experience. If you have not registered for a BSC coordinated event since July 1, 2012, you will be required to create a student profile. You will use this account anytime you wish to register for a BSC coordinated event in the future. Registration is online only.

Please Note: We are part of the North Dakota University System, so many of the terms used on the registration site refer to "student". This term does include vendors, exhibitors, companies and participants.

To guide you through this new process, step by step instructions will be available on the website:

- How to Create Your Student Profile
- How to register for the conference

We also recommend you review the FAQ information that is also available on the website.

If you have registered for a class or event previously through Bismarck State College and have forgotten your user name and password, please contact our office at 701-224-5600.

We appreciate your patience and understanding on this new registration process. If you have any questions, please call our office at 701-224-5600 or 877-846-9387.

ONLINE

bismarckstate.edu/waterquality
(credit card payment only)

You will receive an email confirmation once you have registered. Please print for your records!

REGISTRATION INFORMATION

- \$200 – If received on or before February 24, 2016; after February 24, registration fee will be \$225. Includes continental breakfast, Thursday luncheon, breaks and poster reception on Wednesday evening.
- \$75 (Student) – If received on or before February 24, 2016; after February 24, registration fee will be \$100. Includes continental breakfast, Thursday luncheon, breaks and no-host social on Wednesday evening.
- \$75 (one day) – If received on or before February 24, 2016; after February 24, registration fee will be \$100. Must indicate day attending when registering.

DEADLINE TO PRE-REGISTER

Thursday, February 25, 2016. Register early to save your spot!

CONFIRMATIONS

Confirmations will be sent by email. Please be sure to enter your email address correctly.

CANCELLATION POLICY

Registration fees are non-refundable. Substitutions can be made by noon on Thursday, February 25, 2016 by calling 701-224-5600 or 877-846-9387.

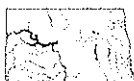
HOTEL ACCOMMODATIONS

A list is available on the website.

IN PARTNERSHIP WITH



NORTH DAKOTA
DEPARTMENT of HEALTH



North Dakota
Water Resources Research Institute



North Dakota
State Water
Commission



Houston
Engineering Inc.

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AGENDA

WEDNESDAY, MARCH 2, 2016

- 11:00 a.m. Registration & Check-in
- 1:00 p.m. Welcome and Introductions
- 1:20 p.m. Opening Plenary - EPA's Study of Hydraulic Fracturing for Oil and Gas and Its Potential Impact on Drinking Water Resources
- 2:00 p.m. Energy and Water – Part 1
- 3:00 p.m. Break
- 3:30 p.m. Agricultural Processes and Water Quality
- 5:00 p.m. Poster Session & Reception
- 7:00 p.m. Careers in Water Science Workshop

THURSDAY, MARCH 3, 2016

- 8:00 a.m. Morning Plenary - ND Dept. of Health – Spills and the Evolution of the Spill Investigation Program
- 8:40 a.m. Watershed and Wetland Assessment
- 10:00 a.m. Break
- 10:30 a.m. Water Quality Education
- 12:00 p.m. Lunch with Keynote
- 1:30 p.m. Energy and Water – Part 2
- 3:00 p.m. Break
- 3:30 p.m. Watershed Planning and Management
- 5:10 p.m. Wrap-up

FRIDAY, MARCH 4, 2016

- 8:00 a.m. Morning Plenary - EPA's Guidelines for Cyanotoxins
- 8:40 a.m. Lake Modeling and Assessment
- 10:00 a.m. Break
- 10:30 a.m. Nutrients, Biology and Basin Management
- 12:10 p.m. Wrap-up and Closing

NEW FOR 2016

The Careers in Water Science Workshop, scheduled for Wednesday, March 2 at 7 pm, is an opportunity for High School and College students to learn from professionals about what it is like to work in the field and with water sciences on a daily basis.

KEYNOTE PRESENTATION



TANYA J. GALLEGOS

**Eastern Energy Resource Science Center
U.S. Geological Survey
Thursday, March 3, 2016 at noon**

Tanya J. Gallegos is a research engineer with the Eastern Energy Resource Science Center at the U.S. Geological Survey in Reston, VA. She received a Ph.D. in Environmental and Water Resources Engineering in 2007 from the University of Michigan and an M.S. in Civil and Environmental Engineering from the University of New Mexico in 1997. As a registered Professional Engineer in the State of New Mexico, she worked with CH2M Hill and Wilson and Company in Albuquerque, NM to develop designs of environmental systems. She joined USGS in 2007 as a Mendenhall Post-Doctoral fellow to study the use of reductants in groundwater remediation following uranium mining. Her current research encompasses field and lab studies to understand environmental implications of energy development on natural resources throughout the hydraulic fracturing and uranium mining and milling life cycles. Research topics include solid-phase characterization; geochemical and isotopic signatures of tight oil- and uranium-related waters; development of novel methods for groundwater remediation of trace elements and inorganics; identification of metrics for integrated assessments for energy resource development; and assessing water use in energy resource development.

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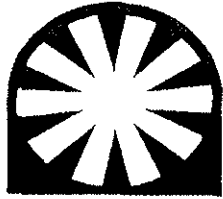
BCWRD Invoices

2-9-16

Name	Project	Invoice	Amount
Bismarck Parks and Rec	December bill	4039	\$14,067.16
Bank of ND	Warrant Series 2012	3/1/2016	\$3,150.00
Bank of ND	Warrant Series 2013	3/1/2016	\$50.00
Bliss Law Firm	January	18765	\$4,758.20
Houston Engineering	General	28577	\$1,000.00
Houston Engineering	McDowell Dam	28576	\$2,691.13
Houston Engineering	Burnt Creek Floodway	28579	\$169.25
Houston Engineering	Missouri River Correctional (WO18/SA25)	28581	\$32,427.81
Houston Engineering	Hogue Island	28585	\$366.00
Houston Engineering	Fox Island Flood Control	28580	\$3,183.75
Houston Engineering	Drainage Complaints	28583	\$1,289.50
Houston Engineering	Missouri River Bank Stabilization	28584	\$879.50
Braun Intertec	Landslide Eval - Pebble Creek	B050875	\$5,926.00
Friends Of Lake Sakakawea	Membership Dues	2016	\$100.00
Veit	Gate Replacement - McDowell		\$76,733.46
Monte Leidenix	Crop Damage		\$9,212.07
Personalized Management	Secretarial/Accounting/Supplies		\$1,676.03

TOTAL: \$157,679.86

4/29/16 emailed to Gordon



BISMARCK PARKS AND RECREATION
400 East Front Avenue
Bismarck, ND 58504
701-222-6455
701-221-6838 (fax)

INVOICE

INVOICE NO: 4039
DATE: 1/11/2016

TO: Mona Livdahl
BCWRD
1811 E. Thayer Avenue
Bismarck, ND 58501

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
	December 2015 McDowell Dam billing <i>Reviewed 1-13-16</i> <i>[Signature]</i>		\$ 14,067.16
TOTAL DUE:			\$ 14,067.16

Make all checks payable to Bismarck Parks and Recreation.
If you have any additional questions concerning this invoice, call 222-6455.

THANK YOU!

Please return bottom portion with your payment

Mona Livdahl
BCWRD
1811 E. Thayer Avenue
Bismarck, ND 58501

Invoice No. 4039
Amt. Due \$ 14,067.16

Mail payment to: Bismarck Parks & Recreation, 400 East Front Ave., Bismarck, ND 58504

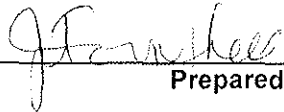
BURLEIGH COUNTY WATER RESOURCE DISTRICT
McDowell Dam Monthly Billing

Bismarck Parks & Recreation District
400 E. Front Ave
Bismarck, ND 58504

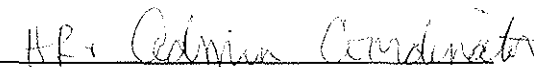
For The Month Ended December 31, 2015

Date Submitted: 1/11/2016

Salaries & Wages	\$ 3,377.50
Employer Payroll Taxes	258.38
Employee Pension & Health/Life Benefits	1,323.21
Operating Expenses	6,294.64
Capital Improvement Expenses	<u>-</u>
Total Expenses	<u>\$ 11,253.73</u>
Administrative Fee	
(25% of Operating Expenses)	\$ 2,813.43
(5% of Capital Improvement Expenses)	<u>-</u>
Total Amount Requested	<u><u>\$ 14,067.16</u></u>


Prepared By

Board Member


Title

McDowell Dam Monthly Billing

December-15

Salaries & Wages

Salaries - Full time	\$ 3,021.00	
Accrued Sick and Annual Leave Pay	-	
Wages - Part time	356.50	
Wages - Part time (Overtime)	-	
Total Salaries & Wages		\$ 3,377.50

Employer Payroll Taxes

Social Security/Medicare	258.38	
Worker's Compensation - Paid Benefits	-	
Unemployment	-	
Total Employer Payroll Taxes		258.38

Employee Benefits

Pension	314.18	
Job Service	-	
Health & Life Insurance	1,009.03	
Total Employee Benefits		1,323.21

Property & Liability Insurance

State Fire & Tornado	-	
General Liability	-	
Multi Coverage	-	
Auto Liability	-	
Total Property & Liability Insurance		-

Operating Expenses

Professional Services	-	
Service Contracts	-	
Sanitary Systems	-	
Parking Lots & Trail Repair	4,651.00	
Shop Supplies	-	
Janitorial Supplies	-	
Miscellaneous Supplies	90.96	
Fuel	663.70	
Repairs & Replacement	161.21	
Uniforms	-	
Tools	-	
Boiler Insurance	-	
Total Operating Expenses		5,566.87

Capital Improvements

Building and Building Remodeling	-	-
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Utilities

Natural Gas	-	
Electricity	377.72	
Garbage Removal	108.05	
Water	116.75	
Telephone	125.25	
Total Utilities		727.77

Total Expenses		<u>\$ 11,253.73</u>
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G/L NUMBER	DESCRIPTION	EMPL # & NAME	PAYROLL		HOURS	GROSS
			DATE	TYPE		EARNINGS
011200-510100	FULL-TIME SALARIES	7517 ROBINSON, DAVID H.	12/11/15	C	80.00	1,510.50
		7517 ROBINSON, DAVID H.	12/24/15	C	80.00	1,510.50

		ACCOUNT TOTALS			160.00	3,021.00
011200-510200	PART-TIME SALARIES	0920 BERG, BURNELL A.	12/24/15	C	23.00	356.50

		ACCOUNT TOTALS			23.00	356.50

Bliss Law Firm, LLC
PO Box 4126
Bismarck, ND 58502

Invoice submitted to:

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

February 02, 2016

Invoice #18765

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
12/28/2015 Conference with Greg and Lauri Wavra with regard to the purchase agreement and warranty deed for the property; review documents; execution of documents by the Wavras. (910-A)	0.80 231.00/hr	184.80
E-mail correspondence to/from DesiRae with regard to Hogue Island closings, board certification, respective time table for respective closings (910-A)	0.40 231.00/hr	92.40
12/29/2015 Receipt and review of letter from Attorney Malcom Brown with regard to his representation of David and Deborah Larson; forward e-mail to Board members (910-B) <i>NRCC</i>	0.20 231.00/hr	46.20
12/31/2015 E-mail correspondence to/from DesiRae and North Dakota Guaranty and Title with regard to closings; review respective closings status; review contact information for buyers, reply to the same with status report from North Dakota Guaranty and Title. (910-A)	0.40 231.00/hr	92.40
Telephone call from Mike Gunsch with regard to Larson easement procedural matters. (910-B) <i>NRCC</i>	0.30 231.00/hr	69.30
E-mail from Dennis with regard to Arnold Schieve drain matter; review Arnold's history; follow-up telephone call to Mike Gunsch with regard to Schieve and getting graphics for the Board's review as to the Schieve drainage matter. (312)	0.40 231.00/hr	92.40
1/4/2016 Telephone calls/e-mail to/from North Dakota Guaranty and Title with regard to execution of purchase documents of Hogue Island purchasers; discussion of 2016 Board elections and notification of new Board Chairman to title company; conference with Karen Hogue with	0.70 231.00/hr	161.70

	<u>Hrs/Rate</u>	<u>Amount</u>
regard to her closing with Shari and Lynn Mills; e-mail correspondence to North Dakota Guaranty and Title with regard to the same. (910-A)		
1/6/2016 Conference with Heather and Brad Magnus with regard to their purchase of Hogue Island property; review purchase agreement with the Magnuses, execution of the same; follow-up e-mail to remaining Hogue Island purchasers for closing. (910-A)	0.80 231.00/hr	184.80
1/7/2016 Telephone call from Mike Gunsch with regard to status of MRCC funding, process, David and Deborah Larson easement options. (910-B)	0.40 231.00/hr	92.40
E-mail correspondence to/from Hogue Island purchaser Connie Hofland with regard to their execution of modification of purchase agreement; send amended purchase agreement to her via e-mail. (910-A)	0.30 231.00/hr	69.30
Telephone call from Chairman Reep with regard to the status of MRCC, Malcom Brown representation of the Larsens. (910-B)	0.30 231.00/hr	69.30
Legal research with regard to condemnation/just compensation definitions. (910-B)	1.00 231.00/hr	231.00
1/8/2016 Follow-up telephone call to Mike Gunsch with regard to any past meetings with the Larsons as to MRCC easement matters, status of case; follow-up telephone call to Chairman Reep, Board Member Greg Larson with regard to potential meeting with the Larsons and their attorney Malcom Brown to negotiate potential compensation for easement; return telephone call to Malcom Brown with regard to the same. (910-B)	1.00 231.00/hr	231.00
Telephone call from Hogue Island purchaser Mike Odegaard with regard to purchase agreement and will matters. (910-A)	0.30 231.00/hr	69.30
Telephone call from Malcom Brown with regard to Larsen easement. (910-B)	0.30 231.00/hr	69.30
1/12/2016 Prepare for Board meeting; attend Board meeting. (312)		1,000.00
Finalize powers of attorney on warranty deeds for Board meeting; personal delivery to North Dakota Guaranty and Title subsequent to Board meeting. (910-A)	0.30 231.00/hr	69.30
Legal research with regard to taking, appropriate compensation. (910-B)	1.00 231.00/hr	231.00
1/18/2016 Telephone call from Mike Gunsch with regard to Water Board and County Commission issues which relate to each political subdivision's respective authorities to regulate storm water drainage matters. (312)	0.50 231.00/hr	115.50

	<u>Hrs/Rate</u>	<u>Amount</u>
1/19/2016 Receipt and review of e-mails from North Dakota Guaranty and Title with regard to status of all four closings; reply to the same; review history of the Joe Cichy/Barb Perry sale of their Hogue Island property; respond to North Dakota Guaranty and Title with regard to Barb Perry's affidavit necessity. (910-A)	0.50 231.00/hr	115.50
E-mails, telephone calls to/from Mike Gunsch with regard to Magnus purchase and title issues surrounding the purchase. (910-A)	0.50 231.00/hr	115.50
1/20/2016 Numerous e-mails, telephone calls to/from the North Dakota Guaranty and Title personnel (Jessica, Haily, and Kelsey) with regard to four Hogue Island closings and procedural requirements; NDRIN title search with regard to Hogue Island/Cichy sale; follow-up telephone calls and e-mails to/from Mike Gunsch with regard to Hogue Island's lot exhibits from what is the Magnus property, forward to North Dakota Guaranty and Title pursuant to their request. (910-A)	2.00 231.00/hr	462.00
Telephone call from Attorney Malcom Brown with regard to Larson meeting with Board Members; follow-up telephone call to Mike Gunsch with regard to MRCC easement progress. (910-B)	0.40 231.00/hr	92.40
Telephone call from Mike Gunsch with regard to MRCC in-kind work possibilities. (910-B)	0.30 231.00/hr	69.30
1/21/2016 Continued e-mails, telephone calls to/from North Dakota Guaranty and Title personnel with regard to Hogue Island closings; follow-up telephone call to Karen Hoge with regard to her purchase; follow-up e-mail to David Hoge, attorney for Karen Hoge, with regard to his attorney in fact status.	0.80 231.00/hr	184.80
1/22/2016 E-mail correspondence to/from Chairman Reep with regard to Odegaard and Wavra closings; follow-up e-mail to personnel at North Dakota Guaranty and Title with regard to remaining closings. (910-A)	0.30 231.00/hr	69.30
Continue closing communications to/from North Dakota Guaranty and Title, address amended documents where appropriate; discussions with North Dakota Guaranty and Title personnel with regard to title matters; telephone calls to/from Karen Hoge and Magnus with regard to remaining three closings; e-mail correspondence to/from Chairman Reep, Mona with regard to closing procedures; follow-up telephone call from Heather Magnus, Lynn Mills with regard to closing; follow-up telephone call to Chairman Reep with regard to status of case. (910-A)	1.40 231.00/hr	323.40
1/28/2016 Telephone call from Mike Gunsch with regard to status of MRCC matters. (910-B)	0.40 231.00/hr	92.40
1/29/2016 E-mail from Attorney Malcom Brown with regard to David Larson's matters, MRCC status; reply to the same. (910-B)	0.20 231.00/hr	46.20
For professional services rendered		<u>\$4,742.20</u>

Additional Charges :

	<u>Amount</u>
1/20/2016 Fees paid to NDRIN regarding Hogue Island sales (#910-A).	16.00
Total additional charges	<u>\$16.00</u>
Total amount of this bill	<u>\$4,758.20</u>
Previous balance	\$3,172.30
Accounts receivable transactions	
1/13/2016 Payment - Thank You. Check No. 1319	<u>(\$3,172.30)</u>
Total payments and adjustments	<u>(\$3,172.30)</u>
Balance due	<u><u>\$4,758.20</u></u>



PAYING AGENT BILLING

BANK OF NORTH DAKOTA
TRUST SERVICES
SFN 4050 (04/2008)

INTEREST AND PRINCIPAL PAYMENT DATE

03/01/2016

FUNDS DUE TO BND 3 BUSINESS DAYS PRIOR TO PAYMENT DATE

BURLEIGH COUNTY WATER RESOURCE DISTRICT
ATTN: SECERTARY
~~221 N 5TH ST~~ 1811 E Thayer Ave.
BISMARCK ND 58501-4028

Name of Issue

BURLEIGH COUNTY WATER RESOURCE DISTRICT
DEFINITIVE IMPROVEMENT WARRANT
SERIES 2012

BURLCOWTR12

INTEREST DUE

2,625.00

PRINCIPAL DUE

0.00

TOTAL PRINCIPAL AND INTEREST DUE

2,625.00

FEES DUE

SRF PROGRAM ADMINISTRATION FEE

525.00

TOTAL FEES DUE

525.00

TOTAL DUE

3,150.00

Remit Payment By Check To:

Attn: Paying Agent - 3rd Floor
Bank of North Dakota
1200 Memorial Hwy
PO Box 5509
Bismarck ND 58506-5509

Remit Payment By Wire To:

Bank of North Dakota
ABA - 091300285
Account - 1145509000
Attn: Trust Department

**PAYING AGENT BILLING**

BANK OF NORTH DAKOTA
TRUST SERVICES
SFN 4050 (04/2008)

INTEREST AND PRINCIPAL PAYMENT DATE

03/01/2016

FUNDS DUE TO BND 3 BUSINESS DAYS PRIOR TO PAYMENT DATE

BURLEIGH COUNTY WATER RESOURCE DISTRICT
ATTN: SECRETARY
~~221 N 5TH ST~~ 1811 E. Thayer Ave.
BISMARCK ND 58501-4028

Name of Issue

BURLEIGH COUNTY WATER RESOURCE DISTRICT
DEFINITIVE IMPROVEMENT WARRANT
SERIES 2013

BURLCOWTR13

INTEREST DUE

40.00

PRINCIPAL DUE

0.00

TOTAL PRINCIPAL AND INTEREST DUE

40.00

FEES DUE

SRF PROGRAM ADMINISTRATION FEE

10.00

TOTAL FEES DUE

10.00

TOTAL DUE

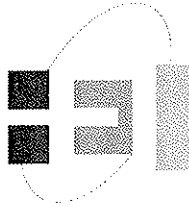
50.00

Remit Payment By Check To:

Attn: Paying Agent - 3rd Floor
Bank of North Dakota
1200 Memorial Hwy
PO Box 5509
Bismarck ND 58506-5509

Remit Payment By Wire To:

Bank of North Dakota
ABA - 091300285
Account - 1145509000
Attn: Trust Department

INVOICE**HoustonEngineering Inc.****Remit to:**1401 21st Ave N, Fargo, ND 58102

Phone: 701 237 5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Ms. Mona Livdahl
Administrative Secretary
Burleigh County Water Resource District
1811 Thayer Avenue East
Bismarck, ND 58501

February 01, 2016

Invoice No: 0028576

Due Date: March 02, 2016

Project R081032-100 McDowell Dam Recreation Area

BCWRD Account No.: 905

See attached Project Status Report and Invoice Description.

Professional Services from December 28, 2015 to January 23, 2016**Professional Personnel**

	Hours	Rate	Amount	
Senior Project Manager	5.75	183.00	1,052.25	
Project Engineer	5.75	152.00	874.00	
Graduate Engineer	6.75	109.00	735.75	
Administrative Assistant	.25	69.00	17.25	
Totals	18.50		2,679.25	
Total Labor				2,679.25

Unit Billing

(BSK) Mileage - Car	22.0 Miles @ 0.54	11.88	
Total Units		11.88	11.88

Total this Invoice \$2,691.13



Houston Engineering Inc.

Project Status and Invoice Description

3712 Lockport Street
Bismarck, ND 58503
Phone: 701-323-0200
Fax: 701-323-0300

HEI Project No.:	1032-100 : McDowell Dam Recreation Area
BCWRD Account No.	905
Project Name:	McDowell Dam Recreation Area

Billing Period: *December 28, 2015 through January 23, 2016*

Professional engineering and surveying services related to activities and issues addressed at the request and direction of the BCWRD during this billing period, including time associated with, but not limited to the following:

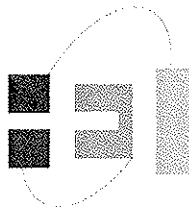
- Meeting with County on Dam breach analysis; breach map data with floodplain and floodway data
- Meeting preparation and agenda
- Discussions with Ron Aberle regarding buffer zone
 - Appraisal of Board properties is pending
- EAP Document shared with County
 - County provided update information for contacts downstream
- GIS Mapping and Floodplain Impact Zone documented by County
- Update lake drawdown gate installation
 - Contractor communications
 - Construction observation/monitoring
 - Review invoice for gate and delivery

Comments:

- Gate installation took longer than projected due to site conditions and mounting
- COE Nationwide Permit for rip rap – approved
- Authorization to update EPA to be requested from the Board
- Authorization to take overlay district to next step, after considering state engineer dam future hazard classification

See accompanying invoice and cost summary for personnel cost breakdown.

INVOICE



HoustonEngineering Inc.

Remit to:

1401 21st Ave N, Fargo, ND 58102

Phone: 701.237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Ms. Mona Livdahl
Administrative Secretary
Burleigh County Water Resource District
1811 Thayer Avenue East
Bismarck, ND 58501

February 01, 2016

Invoice No: 0028577

Due Date: March 02, 2016

Project R084241-000 Burleigh Co. WRD - General

BCWRD Project No.: 315 - Engineering Administration

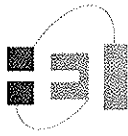
See attached Project Status Report and Invoice Description.

Professional Services from December 28, 2015 to January 23, 2016

Phase 000 Burleigh Co. WRD - General

Monthly Lump Sum Amount

Fee	1,000.00
Total this Phase	\$1,000.00
Total this Invoice	\$1,000.00



Houston Engineering Inc.

Project Status and Invoice Description

3712 Lockport Street
Bismarck, ND 58503
Phone: 701-323-0200
Fax: 701-323-0300

HEI Project No.:	4241-000 : BCWRD General Services
BCWRD Account No.	315 – Engineering Administration
Project Name:	General Engineering Services

Billing Period: *December 28, 2015 through January 23, 2016*

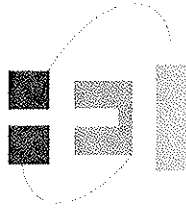
Professional engineering and surveying services related to activities and issues addressed at the request and direction of the BCWRD during this billing period, including time associated with, but not limited to the following:

- January Board Meeting
- Meeting preparation and discussion
- Review of minutes and agenda updates
- Various BCWRD issues
- Orientation with Rod Beck, Manager

Comments:

- This invoice is only for Board meeting related time only. In accordance with Board direction, all costs associated with drainage complaints, storm water master plans, and other project related activities have been invoiced to assigned project numbers.

Total Invoice \$1,000

INVOICE**Houston Engineering Inc.****Remit to:**1401 21st Ave N, Fargo, ND 58102

Phone: 701 237 5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Ms. Mona Livdahl
Administrative Secretary
Burleigh County Water Resource District
1811 Thayer Avenue East
Bismarck, ND 58501

February 01, 2016

Invoice No: 0028579

Due Date: March 02, 2016

Project R084241-300 Burnt Creek Floodway Rehabilitation and O&M

BCWRD Account No. 940 - Shared Projects

SA 5D

See Attached Project Status Report and Invoice Description.

Professional Services from December 28, 2015 to January 23, 2016

Phase 500 Project Closeout

Professional Personnel

	Hours	Rate	Amount	
Administrative Assistant	.25	69.00	17.25	
Totals	.25		17.25	
Total Labor				17.25
Total this Phase				\$17.25

Phase 600 Evaluation of Downstream Obstructions - Burnt Creek

Professional Personnel

	Hours	Rate	Amount	
Project Engineer	1.00	152.00	152.00	
Totals	1.00		152.00	
Total Labor				152.00

Total this Phase \$152.00**Total this Invoice \$169.25**



HoustonEngineering Inc.

Project Status and Invoice Description

3712 Lockport Street
Bismarck, ND 58503
Phone: 701-323-0200
Fax: 701-323-0300

HEI Project No.:	4241-300
BCWRD Account No.	940 – Burnt Creek Rehabilitation
Project Name:	Burnt Creek Flood Control Project

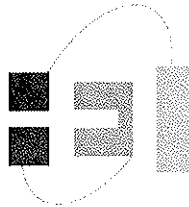
Invoice Period: December 28, 2015 through January 23, 2016

The following professional engineering and surveying services were provided on the Burnt Creek Flood Control Project. The services were provided for advancement of both the Floodway Rehabilitation and the 2011 Flood Damage Repair efforts.

- Project communications and coordination of final construction activities
- Submittal review from Weisz for steel grate in front of gate

Comments/Issues/Problems

- Project is completed
- Record survey and drawings remain to be completed – if requested by the Board
- SWC cost share request to be submitted now that all costs are documented
- Crop damage request was submitted just after this invoice
 - Recommendation to be provided to the Board after review

INVOICE**Houston Engineering Inc.****Remit to:**1401 21st Ave N, Fargo, ND 58102

Phone: 701 237 5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Ms. Mona Livdahl
Administrative Secretary
Burleigh County Water Resource District
1811 Thayer Avenue East
Bismarck, ND 58501

February 01, 2016

Invoice No: 0028580

Due Date: March 02, 2016

Project R106025-006 Fox Island Flood Control

BCWRD Account No.: 937 - Special Assessment Projects

See attached Project Status Report and Invoice Description.

Professional Services from November 23, 2015 to January 23, 2016

Phase 007 Public Hearing and Assessment Vote

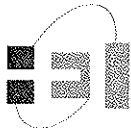
Professional Personnel

	Hours	Rate	Amount
Senior Project Manager	6.75	176.00	1,188.00
Senior Project Manager	6.75	183.00	1,235.25
Project Engineer	5.00	146.00	730.00
Administrative Assistant	.25	66.00	16.50
Totals	18.75		3,169.75
Total Labor			3,169.75

Reimbursable Expenses

Reproductions	14.00
Total Reimbursables	14.00 14.00

Total this Phase \$3,183.75**Total this Invoice \$3,183.75**



HoustonEngineering Inc.

Project Status and Invoice Description

3712 Lockport Street
Bismarck, ND 58503
Phone: 701-323-0200
Fax: 701-323-0300

HEI Project No.:	R106025-006
BCWRD Account No.	937 – Special Assessment Projects
Project Name:	Fox Island Flood Control

Billing Period: *November 23, 2015 through January 23, 2016*

Professional engineering services related to the activities associated with the petition of the Fox Island residents and completion of a preliminary engineering feasibility study related to flood control and protection from the Missouri River.

Tasks Completed:

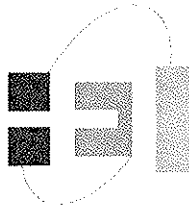
- Prepare Budget Update and Revisions 2015-2016
- Review of State Engineers 0.1 foot increase requirement
 - Effects on permit issues – need to expand modeling efforts
- Discussion regarding public meeting presentation
- Preparation for Public information meeting, power point presentation
- Planning issues and assessments
- HEC-RAS options and extensions
- Review of concept plans and drafting design, bid, and future SA

Comments and Issues

- No minutes for public informational meeting – no Board action or quorum for action
- Project development schedule to be authorized by the Board for next steps
- Board to consider project resolutions as next step
- Preliminary Engineering Report to be updated based on design and funding
 - Issue of HEC-RAS Modeling in report is recommended
- Public Hearing and Vote to follow

See accompanying invoice for personnel cost breakdown.

INVOICE



HoustonEngineering Inc.

Remit to:

1401 21st Ave N, Fargo, ND 58102

Phone: 701 237 5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Ms. Mona Livdahl
Administrative Secretary
Burleigh County Water Resource District
1811 Thayer Avenue East
Bismarck, ND 58501

February 01, 2016

Invoice No: 0028585

Due Date: March 02, 2016

Project R136025-016 Hogue Island Acquisition Site Restoration

BCWRD Account No.: 937

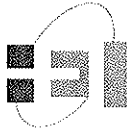
See attached Project Status Report and Invoice Description.

Professional Services from December 28, 2015 to January 23, 2016

Phase 001 Acquisition Program - Ad/Sale

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager	2.00	183.00	366.00	
Totals	2.00		366.00	
Total Labor				366.00
		Total this Phase		\$366.00
		Total this Invoice		\$366.00



Houston Engineering Inc.

Project Status and Invoice Description

3712 Lockport Street
Bismarck, ND 58503
Phone: 701-323-0200
Fax: 701-323-0300

HEI Project No.:	6025-016
BCWRD Account No.	937 Design and Special Assessment District
Project Name:	Hogue Island Acquisition Site Restoration

Billing Period: *December 28, 2015 through January 23, 2016*

Professional engineering and surveying services related to the acquisition, removal and restoration of the four residential sites on the north end of Hogue Island, including time associated with, but not limited to the following:

Tasks Completed:

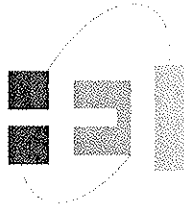
- Assisted on title issues on the Magus Lot
- Update of lot certificate – verification of legal description

Comments and Issues:

- Sale closures to occur in January
- SWC request for reimbursement pending the receipt of final costs

See accompanying invoice for personnel cost breakdown.

<u>Phase (001) Acquisition Program – Ad/Sale</u>	<u>\$ 366.00</u>
Total	\$ 366.00

INVOICE**Houston Engineering Inc.****Remit to:**1401 21st Ave N. Fargo, ND 58102

Phone: 701 237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Ms. Mona Livdahl
Administrative Secretary
Burleigh County Water Resource District
1811 Thayer Avenue East
Bismarck, ND 58501

February 01, 2016

Invoice No: 0028583

Due Date: March 02, 2016

Project R146025-018 Burleigh County WRD Drainage Complaints

BCWRD Account No.: 910

See attached Project Status Report and Invoice Description.

Professional Services from December 28, 2015 to January 23, 2016

Phase 000 General Inquires

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager	3.50	183.00	640.50	
Design Engineer	5.00	121.00	605.00	
Totals	8.50		1,245.50	
Total Labor				1,245.50
		Total this Phase		\$1,245.50

Phase 013 Pebble Creek Trail Slope Stability

Task 002 Survey and Geotechnical

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager	.25	176.00	44.00	
Totals	.25		44.00	
Total Labor				44.00
		Total this Task		\$44.00
		Total this Phase		\$44.00
		Total this Invoice		\$1,289.50



HoustonEngineering Inc.

Project Status and Invoice Description

3712 Lockport Street
Bismarck, ND 58503
Phone: 701-323-0200
Fax: 701-323-0300

HEI Project No.:	6025-018: Drainage Complaints
BCWRD Account No.	910 Shared Projects
Project Name:	Drainage Complaints

Billing Period: *December 28, 2015 through January 23, 2016*

Professional engineering and surveying services related to the evaluation of drainage complaints.

General Inquiries (000)

- Research and Summary of Board/County Authorities
- Arnold Schieve contacts
- Hay Creek Pines, Walsh Dam – Research Documents and History
 - Documents located and transmitted to BCWRD and County
 - Brief follow-up with Marcus
 - Create new figures of current conditions, soils, topography, watersheds

Pebble Creek Trail Slope Stability (013)

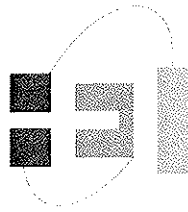
- Review geotechnical data = soil borings

Comments:

- Drainage issues and summary of authorities is an ongoing discussion

Phase (000) General	\$ 1,245.50
Phase (013) Pebble Creek Trail Slope Stability	\$ 44.00
Total	\$ 1,289.50

See accompanying invoice for personnel cost breakdown.

INVOICE**Houston Engineering Inc.****Remit to:**1401 21st Ave N, Fargo, ND 58102

Phone: 701 237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Ms. Mona Livdahl
Administrative Secretary
Burleigh County Water Resource District
1811 Thayer Avenue East
Bismarck, ND 58501

February 01, 2016

Invoice No: 0028584

Due Date: March 02, 2016

Project R146025-021 Missouri River Bank Stabilization Issues

BCWRD Account No.: 937I-1

See attached Project Status Report and Invoice Description.

Professional Services from November 23, 2015 to January 23, 2016

Phase 004 COE Section 32 Easement Documentation

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager	.75	176.00	132.00	
Senior Project Manager	3.25	183.00	594.75	
Graduate Engineer	1.25	109.00	136.25	
Administrative Assistant	.25	66.00	16.50	
Totals	5.50		879.50	
Total Labor				879.50
		Total this Phase		\$879.50
		Total this Invoice		\$879.50



HoustonEngineering Inc.

Project Status and Invoice Description

3712 Lockport Street
Bismarck, ND 58503
Phone: 701-323-0200
Fax: 701-323-0300

HEI Project No.:	6025-021	: Missouri River Bank Stabilization
BCWRD Account No.	937I-1	
Project Name:	Missouri River Bank Stabilization	

Billing Period: *November 23, 2015 through January 23, 2106*

Professional engineering and surveying services related to Missouri River Bank Stabilization.

Tasks Completed:

COE Section 32 Easement Documentation

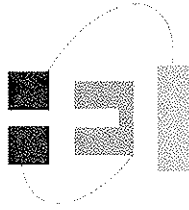
- Board Meeting and Meeting with County Representatives
- Magnus Document and email regarding existing set back
- Response to County Planning request: 11 lots affected
- Misty Waters – Review of issues related to plat and existing setbacks
- Process and provide GIS data to county on OHWM
- County plotted data on setback location for County and ETA area
- Provide update to Board for Planning Commission Meeting

Comments and Issues:

- County GIS Mapping updated and completed, with the number of platted lots affected and noted, and shared with all parties.
- Discussions regarding revisions to ordinances remain, timeline for this submittal needs to be discussed with County Planning and Highway Department

See accompanying invoice for personnel cost breakdown.

Phase (004) COE Section 32 Easement Documentation	\$ 879.50
Total	\$ 879.50

INVOICE**Houston Engineering Inc.****Remit to:**1401 21st Ave N, Fargo, ND 58102

Phone: 701.237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Ms. Mona Livdahl
Administrative Secretary
Burleigh County Water Resource District
1811 Thayer Avenue East
Bismarck, ND 58501

February 01, 2016

Invoice No: 0028581

Due Date: March 02, 2016

Project R126025-012 Missouri River Correctional Facility FHMP

BCWRD Account No.: 937F-1

Work Order No. 18; Specific Authorization No. 25

See attached Project Status Report and Invoice Description.

Professional Services from December 28, 2015 to January 23, 2016

Phase 100 Regulatory and Easements

Professional Personnel

	Hours	Rate	Amount
Senior Project Manager	1.00	176.00	176.00
Senior Project Manager	3.75	183.00	686.25
Professional Engineer	2.00	131.00	262.00
Professional Engineer	18.75	136.00	2,550.00
Design Engineer	5.50	121.00	665.50
Graduate Engineer	20.00	105.00	2,100.00
Graduate Engineer	6.00	109.00	654.00
Senior Land Surveyor	26.00	149.00	3,874.00
Technician	1.00	97.00	97.00
GIS Technician II	2.00	95.00	190.00
Two Person Crew	10.00	160.00	1,600.00
Administrative Assistant	.25	69.00	17.25
Totals	96.25		12,872.00
Total Labor			12,872.00

Reimbursable Expenses

Reproductions			44.00
Total Reimbursables		44.00	44.00

Unit Billing

(BSK) Mileage - Survey/Inspection	55.0 Miles @ 0.74	40.70	
(BSK) GPS Equipment Unit Hours	15.5 Hours @ 25.00	387.50	
Total Units		428.20	428.20

Total this Phase \$13,344.20

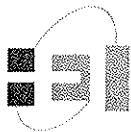
Phase 200 Final Design

Professional Personnel

	Hours	Rate	Amount
Senior Project Manager	.50	176.00	88.00
Senior Project Manager	7.75	183.00	1,418.25

Project	R126025-012	Missouri River Correctional Facility FHM	Invoice	0028581
Project Manager	.50	166.00	83.00	
Project Engineer	34.25	152.00	5,206.00	
Design Engineer	2.50	116.00	290.00	
Design Engineer	27.00	121.00	3,267.00	
Graduate Engineer	28.50	105.00	2,992.50	
Graduate Engineer	27.75	109.00	3,024.75	
Totals	128.75		16,369.50	
Total Labor				16,369.50
Reimbursable Expenses				
Mileage			12.96	
Reimbursable Project Expense			1.10	
Total Reimbursables			14.06	14.06
			Total this Phase	\$16,383.56

Phase	400	MRCC In Kind Services Request		
Professional Personnel				
	Hours	Rate	Amount	
Senior Project Manager	1.50	183.00	274.50	
Design Engineer	5.25	121.00	635.25	
Graduate Engineer	9.50	109.00	1,035.50	
Two Person Crew	4.00	160.00	640.00	
Totals	20.25		2,585.25	
Total Labor				2,585.25
Unit Billing				
(BSK) GPS Equipment Unit Hours	4.0 Hours @ 25.00		100.00	
(BSK) Mileage - Survey/Inspection	20.0 Miles @ 0.74		14.80	
Total Units			114.80	114.80
			Total this Phase	\$2,700.05
			Total this Invoice	\$32,427.81



HoustonEngineering Inc.

Project Status and Invoice Description

3712 Lockport Street
Bismarck, ND 58503
Phone: 701-323-0200
Fax: 701-323-0300

HEI Project No.: 6025-012
BCWRD Account No. 937F-1
Project Name: Missouri River Correction Facility FHMP

Billing Period: December 28, 2015 through January 23, 2016

Professional engineering and surveying services related to the Missouri River Correctional Facility FHMP including time associated with, but not limited to the following:

Tasks Completed:

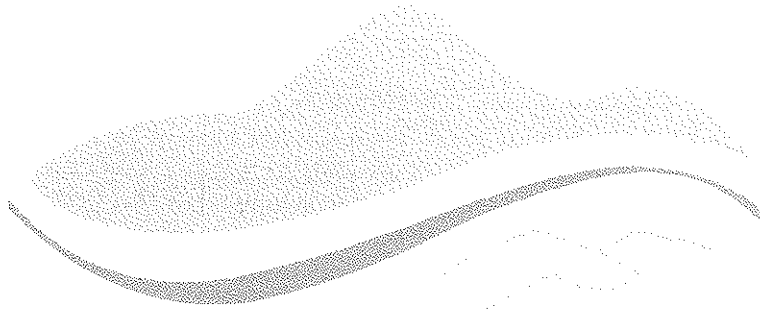
- Survey analysis of Section 19 and 24 and parcel breakdown for easements
 - Boundary work and communications with MRCC
- Access and approach design – MRCC Roadway Section
- Input meeting with MRCC Staff – tree and paving request
- Plan sheet creation and setup continues
- HEC-RAS Model – ND State Engineer Regulatory Analysis – Draft memo
- Project Communications and Design Discussions
- Communications with residents regarding alignment and property concerns
 - Alternate alignment questions MRCC – out of scope
- Floodplain Development Permit – City of Bismarck

Comments and Issues:

- This is the sixth invoice under Specific Authorization #25
- Project development continues for design, advertisement and bidding in 2016
 - Schedule remains to be determined
- Final alignment pending easement acquisition – private landowner delays
- ND State Engineer requires final plan set and easements with permit application
- Geotechnical review awaiting reevaluation of seepage - report completion delayed
- *The State Engineer floodplain encroachment requirements included significant and additional revisions to the Missouri River FIS Model, which are also necessary for the Fox Island Project. Request to Board to share those costs between the two project budgets.*
- *Review of two additional authorized alternatives is out of scope, but not invoiced separately. A review of time records documented additional costs through this invoice at \$7,587.25. Budget monitoring to continue and an adjustment request may be submitted. The cost to secure the easements has significantly increased and will further if an alternative route is selected.*
- *Staking for tree removal by MRCC is a construction item and the resulting engineering costs will need to be shifted to the construction budget. We are tracking those costs under Phase 400 for a change in scope of services.*
- *Request by MRCC to convert in-kind costs to paving of their roadway is an out of scope cost that will be tracked and number provided next month upon completion of that task.*

See accompanying invoice for personnel cost breakdown.

Phase (100) Regulatory and Easements	\$ 13,344.20
Phase (200) Final Design	\$ 16,383.56
Phase (400) MRCC In Kind Services Request	
Consultants	\$ 2,700.05
Total	\$ 32,427.81



FRIENDS OF LAKE SAKAKAWEA

P.O. Box 309 • Garrison, ND 58540 • www.lakesakakawea.com

January 2016

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Your membership is important to us. It's difficult to work
on behalf of Lake Sakakawea without you.
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Please print and mail with your check to
Friends of Lake Sakakawea, P.O. Box 309, Garrison, ND 58540

Name _____

Address _____

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Email* _____

* We will not give or sell your e-mail address to anyone. Please provide us this information so we can keep you informed about important lake developments. Friends of Lake Sakakawea communicate almost entirely with members by an E-Newsletter. Some members say it's the best part of being a member. Please provide us with your e-mail, if you have one.

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_____ Gold Business Membership \$250

_____ Silver Business Membership \$100

_____ Family Membership \$50 (Gold)

_____ Family Membership \$20 (Silver)

**Building on the Recreational,
Economic and Environmental
Opportunities of Lake Sakakawea**

Friends of Lake Sakakawea
c/o P.O. Box 309 | Garrison, ND 58540
friends@lakesakakawea.com
www.lakesakakawea.com
<http://lakesakakawea.blogspot.com>



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1811 E Thayer Ave - PO Box 712
Bismarck, ND 58502
(701) 222-3499

Date	Invoice #
2/4/2016	5724

Bill To
BCWRD

Description	Amount
Administrative Fee - January	✓1,000.00
Drainage complaints - Schieve/Hoge	✓50.00
Fox Island - response form, requests	30.00
Burnt Creek - bond info	10.00
Board portfolios, website, policies, bond	170.00
Hay Creek Pines research	70.00
Hogue Island - ND Title	10.00
Bookkeeping - January	✓180.00
iPads - resetting	60.00
Postage - Fox Island mailing (December)	48.74
Photocopies	19.80
Labels	1.50
Supplies	25.99
Total	\$1,676.03

From : Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374
763-428-2242

Invoice

Bill to: Burleigh County Water Resource District
1811 E. Thayer Ave
Bismarck, ND 58501

Ship to: Burleigh County Water Resource
1811 E. Thayer Ave
Bismarck, ND 58501

Cust #	Customer Ref	Invoice #	Invoice Date	Due Date	Disc Date	Terms
366421		150283-In2	12/18/2015	1/17/2016		Net 30 Days

Line	Description	Contract	Item	Unit Price	Quantity	Amount
1	McDowell Dam	150283	1			9,456.25

*For work completed at McDowell Dam
Attn: Michael Gunsch
Aquanox Water Control Gate
Quantity - 1*

Notes:

For questions regarding this invoice call Jodie at 763-428-9592

Total	\$9,456.25
Sales Tax	
Less Disc	
Less Retainage	
Total Due	\$9,456.25

A service charge of 1.5% per month (18% annual percentage rate) will be added to any balance or portion thereof due in excess of 30 days

FINAL
Invoice

From : Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374
763-428-2242

Bill to: Burleigh County Water Resource District
1811 E. Thayer Ave
Bismarck, ND 58501

Ship to: Burleigh County Water Resource Dist
1811 E. Thayer Ave
Bismarck, ND 58501

Cust #	Customer Ref	Invoice #	Invoice Date	Due Date	Disc Date	Terms
366421		150283-In3	1/25/2016	2/24/2016		Net 30 Days

Line	Description	Contract	Item	Unit Price	Quantity	Amount
1	McDowell Dam	150283	1			67,277.21

For work completed at McDowell Dam
Attn: Michael Gunsch
See attached documents
12-13-15 to 1-8-16

① 2/2/2016

Notes:

For questions regarding this invoice call Jodie at 763-428-9592

Total	\$67,277.21
Sales Tax	
Less Disc	
Less Retainage	
Total Due	\$67,277.21

A service charge of 1 1/2% per month (18% annual percentage rate) will be added to any balance or portion thereof due in excess of 30 days

Mona Livdahl

From: Michael Gunsch [mgunsch@houstoneng.com]
Sent: Wednesday, February 3, 2016 4:21 PM
To: Mona Livdahl
Cc: 'Reep, Dennis'
Subject: Burnt Creek Invoice
Attachments: Burnt Creek Crop Damage Claim and Reuest for Payment.pdf

Dennis:

Travis has reviewed this an all appears to be in order.
It can be included in the BCWRD briefing book for payment.

Thanks,

Michael Gunsch

Principal / Project Manager

Houston Engineering, Inc.

O 701.323.0200 | D 701.751.6277 | F 701.323.0300



3712 Lockport Street • Bismarck, ND • 58503

www.houstoneng.com



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Monte Leidenix
2520 Smoley Lane
Bismarck, Wb 58504-8917

Total acres = 14.96

Red Beans = \$0.33/lb

Average Yield = 1866 lb/acre

\$9212.07
ac

McCormick land
Burnt Creek
Diversion

