BURLEIGH COUNTY WATER RESOURCE DISTRICT AGENDA
Tuesday, May 26th, 2015
Tom Baker Meeting Room – City County Building
8 a.m. - Call to Order

1. Roll Call (Fleck, Weixel, Reep, Larson, Detwiller)

2. **Approval of Minutes of (4/8/15)** 3-7
   Approval of Minutes – Special Meeting (4/27/2015) 8-9

3. Scott Wegner – Bonding Options Burnt Creek 10

4. **McDowell Dam**
   - Low Level Drawdown – work on hold until Spring (Mike)
     - Viet Construction Proposal – Recommendation Memo 11
   - Water Permit Applications – SWC Response (Mike) 12
   - NRCS Dam Assessment of McDowell - (Dennis)
   - Mr. Aberle Appraisal (Gordon)
   - Letter from Bismarck Parks & Rec (Greg Smith) 13-15
   - Park Manager Position (Greg Smith)
   - Strategic Plan Update – Memo (Gordon)
   - Insurance
     - Aero Club – Mona 16-24
     - Key for building (done)

5. **County Engineer Items**
   - MRCC Legal Notice 25-26
   - MRCC Letter to Kevin Glatt 27-30
   - MRCC Public notice to Landowners 31-45
   - MRCC Resolution 46-47
     - Special Meeting Update and Legislative Funding Implications
     - Public Hearing Update – May 19th
     - Vote Summary (Pending)

6. **Comments from Members of the Public**

7. Financial Reports
   - End of April Financial Data 48-50
   - Audit/future audits
   - Reserve distribution
   - Budget preparation
   - Security Pledge 51
   - Revenue: Bismarck Parks and Rec 52
   - Aero Payment 53
   - Land lease payment 54-56
   - Insurance Refund 57-58

8. **Approval of Bills – $59,466.12** **59**

9. Drainage Permits/Complaints/Issues
   - Bismarck Airport Drainage Permit – Update on Phase II
   - **Hwy 14 (Letter to NRCS for soils evaluation)**
   - Spier/Leuwer/UTTC – Follow up with City on Metro Industrial Park Third Addition
   - Haugen/Crestland Place drainage complaint 60-71
   - Country Creek Estates 72-73
   - Apple Creek 74-76

10. Projects
    - Hogue Island (FM #39)
        - Letter from State Water Commission – meeting summary (Terry/Dave)
        - Inquire as to the interest for public use (Terry)
        - Establish and record deed restrictions (Dave)
        - Survey Certificates (on hold)
    - Burnt Creek Flood Control Project (FM #7)
        - Change Order #1 – Borrow Area Revision Deduct (FYI) 77-78
        - SA5D – signed copy (informational) 79-84
        - SWC Cost Share Request - Letter 85-120
        - **Pay Request 121**
        - Project update 122
        - Low level channel cleanout - NDDOT (Old Burnt Creek – legal drain option) 123-126
        - Ward Property waterway path 127-134
    - Missouri River Snagging & Clearing
        - Geomorphology Study–USGS Report Presentation – May 11th 135
        - **Next Step Recommendations - Letter to State Engineer/USGS**

11. Storm Water Management

12. Ash/Ward Coulee Update – Meeting with AE2S (culvert book provided)

13. Break

14. Other Old Business
    - Removal of items in storage room – June 30th target date – scheduled June 19th (Mona, Dave & Michael)
    - Policy Manual – Preliminary Draft Update (Michael, Dave, Mona)
    - Missouri River Easement Documentation and Mapping of Hogue Island (Michael)
    - Burleigh County Commission Report - April – (Dennis)

15. New Business
    - Discussion of changing meeting dates (tabled until June)
    - Dakota Community Access TV costs – free – do we want to proceed? (Tabled until June)
    - Permit No: ND2015-16707 – Apple Creek 136
        - Dave Bliss email 137

16. Correspondence or Document Information
    - Burleigh County Projects – SWC Funding 138
    - Permit No: ND2015-16649 Missouri River 139
    - 2015 Annual Meeting and Executive Briefing for Water Managers 140-142
    - Missouri River Joint Water Board notice of meeting (July 8) 143
    - ND Department of Health – Termination of permit for Apple Valley Cooperative Sanitary Lagoon 144
    - ND Department of Health – Termination of permit for Burnt Creek Flood Control 145
    - State Water Commission Application 2467: US Fish and Wildlife 146-169
    - Plats & SWMP – Emailed (Comments on Plats)
        - Annexation, Section 26 Hay creek Township
        - Apple Meadows 3rd
        - Benedictine 1st
        - Eagle Crest 4th
        - Goehring 2nd Amended
        - Goehring 2nd Preliminary
        - Goehring Commends
        - JMAC Industrial
        - Preliminary Plat Checklist – Goehring

17. Detailed Bills 170
18. Next Meeting: Tuesday, June 9th
19. Adjourn

Note: Bold Items Require Board Action

BCWRD Meeting Minutes
April 8, 2015 – City County Building
Draft – Not approved yet

Agenda Items	Discussion	Board Action	Responsible Party	Due Date
Present: Terry Fleck, Dennis Reep, Greg Larson, Rick Detwiller, Dave Bliss, Bliss & Stebbins Law Firm, Michael Gunsch, Houston Engineering, Inc.; Kathleen Jones, Burleigh County Commissioner and Mona Livdahl, Personalized Management Services, Inc. Absent: Gordon Weixel **Others Present:** Greg Smith & Forrest Ecklund, Bismarck Parks & Recreation District; Karen Hogue; Kathy Odegaard, Brad Magnus & Lynn Mills – Hogue Island Residents. **Call to order:** Chairman Fleck called the meeting to order at 8:08 a.m. noting a quorum was present. (Dennis needed to leave for a conference aall)				
3/10/15		**Greg moved to approve the 3-10-15 minutes, Rick seconded. Motion Carried.**	N/A	N/A
McDowell Dam				
Low Level drawdown	Michael noted they received a different sized gate so there are some issues. HEI needs to go back to VEIT to see the drawings and plan.		Forrest, Gordon, Michael	**Spring, 2015**
Water Permit Application	Michael send an email to Dan Farrell but has not received a response yet.	**On Hold.**		
NRCS Dam Assessment	Dennis not present.		HDR	May, 2015
Letter to landowner to discuss land purchase buffer.	Wade Bachmeier from Century 21 Landmark Realty is looking at it, they will do the appraisal as potential developed property.	Contact Mr. Aberle regarding appraisal amount.	Gordon/Michael	
Meeting with Parks & Rec.	Commissioner Kathleen Jones updated noting they had verbiage changes and are waiting for the Bismarck Park Board to sign. Greg Smith noted he had looked at it and felt they are doing everything as in the contract currently and questioned having it signed. Greg also updated noting the O&M Manuals have been updated.	Dave Bliss asked that the Bismarck Parks & Rec send something from their board to ours or perhaps be on the Park Boards consent agenda for a record - in 2017 when we renegotiate we can build in stronger language.	Gordon, Dave, Kathleen Jones	

Agenda Items	Discussion	Board Action	Responsible Party	Due Date
Strategic Plan	On hold until all other aspects are in place.	**Tabled for now – leave on agenda.**	Gordon, Michael & Craig	
Insurance – Aero Club	On hold. Discussed getting a key to the Aero Building. Mona will talk to Rod M. about this.		Mona	
County Engineer Items:				
Meeting with MRCC	Michael noted the dollars allocated are still available. Discussed the public hearing which will occur in May or June.	**Schedule public hearing.**	Michael	
Comments from members of the Public: None noted. *(Dennis returned to meeting)*				
Financial Report	Reviewed, no action taken.			
Fraud Audit	It was requested by the State Auditor that all BCWRD Board members fill this out.			
Audit Report:	The draft audit report was in the book.	**Dennis moved to approve receipt of the audit. Greg Seconded. Motion Carried.**		
Bills:		**Greg moved to approve the bills in the amount of $30,896.94. Greg seconded. Motion carried.**		
Drainage Complaints				
James Leuwer	**No update on the status of the Metro Industrial Park drainage.**	**Leave complaint on the agenda until we find out about the status of the Metro Industrial Park and the drainage area.**	Michael, Dennis	
Eldin Spier				
Bismarck Airport:	Michael noted KLJ is proceeding with Phase 2. We should be receiving a drainage application shortly.		Michael/Dennis	
Hwy 14:	Dennis reviewed the site and took photos. Noted that in order to see if they went below the natural elevation we would need a soil	Consensus to have Dennis draft a letter to NRCS to evaluate the soil.	Dennis	

Agenda Items	Discussion	Board Action	Responsible Party	Due Date
	scientist to review.			
Projects:				
Hogue Island				
Letter from SWC	Dave discussed the letter we received from SWC stating that we would owe back 75% of the sale of the lots.	**Set up a meeting after the 23rd of April with the SWC.**	Mona	
Establish & record deed restrictions:	Done, just not formally recorded.			
Survey Certificates:	This has been done, on hold for now.			
Burnt Creek				
Notice of Award:	The bid was awarded to Bohlman Trenching. A preconstruction meeting was held on Monday. A change order will be done with a deduct. Once this is received we will send to SWC for cost share. Questioned adding the addition features i.e. fence.	**Dennis moved that we include the increases and additional features to the cost share request from the State Water Commission in May. Greg seconded. Motion carried.**	Michael/Dennis	
Bonding:		**Rick moved to authorize Dave Bliss and Michael Gunsch to meet with Mr. Scott Wegner regarding bonding. Dennis seconded.** Discussed also including Gordon, Dennis, Commissioner Jones and Mona. **Motion Carried.**		
SA-25 (SA5-D)	Michael noted it should be SA5-D which covers the Construction Management Services (CMS). Michael noted they did include the financial as well as downstream debris removal. Phase 1 is done and they are currently on Phase 2.	**Dennis moved to approve SA 5D, Greg seconded. Motion Carried.**	Michael	
Missouri River Snagging	The meeting had been cancelled and not rescheduled at this time.			

Agenda Items	Discussion	Board Action	Responsible Party	Due Date
ACIP	We are still waiting on the bond, take off the agenda at this time.			
Ash/Ward Coulee	Dennis thought it may be done in May.			
Other Old Business				
Storage Room	Need to schedule prior to June 30th – contact ND Surplus for the cabinets.	Michael, Mona and Dave will reschedule a date to go through the storage room.	Michael, Dave, Mona	
Policy Manual	Michael noted they are half way through the draft. They will send individual portions to portfolio holders.			
Missouri River Easement Documentation and Mapping	On hold for now.		Michael	
New Business				
Change meeting dates	On hold until June			
Community Access	Tabled until June			
Burleigh County Commission report.	Noted we need to present twice a year in April and December, as well as during budget time which is in August.	**Commissioner Jones will place BCWRD on the Burleigh County agenda.**		April, 2015
RC&D Council	Discussed not renewing our membership for RC&D in the future. We are currently a paid member, just not a voting member.	**Tabled until 2016.**	**Terry Fleck**	
Next Meeting:	The next meeting will be scheduled for May 26th.	May 26	Mona	3/26/15

Meeting adjourned at 9:51 a.m.

Mona Livdahl

Mona Livdahl, BCWRD Admin. Secretary

Burleigh County Water Resource District Meeting

Members of the Public in Attendance Date: 4-8-15

NAME - PLEASE PRINT	ADDRESS/COMPANY REPRESENTING
Forrest Eckland	1415 Sharlok Lp. Bis Bis Parks & Rec.
Karen B. Hogue	Hogue Island 9450 Is. Rd W. Bis 58503
Greg Smith	Bismarck Parks & Rec.
Kathy Odegaard	9731 Island Rd Bis
Brad Magnus	1908 Telluride Lane Bismarck
Lynn Mill	Island RD

BCWRD Special Meeting
Houston Engineering Office
4-27-15

Present: Chairman Terry Fleck, Greg Larson, Dennis Reep, Gordon Weixel, Rick Detwiller, Dave Bliss, Kathleen Jones, Burleigh County Commissioner; Craig Odenbach, Travis Johnson, and Michael Gunsch, Houston Engineering, Inc.; and Mona Livdahl, Personalized Management Services, Inc.

Others: LeAnne Eckroth, Bismarck Tribune

Chairman Fleck called the meeting to order at 1:32 p.m. noting a quorum.

Burnt Creek Change:

Michael reviewed Change Order Number 1. With the borrow excavation change there was a decrease of $17,032.50. Questioned how to address the alternates with the State Water commission i.e. sluice gate, access gate and fence. The biggest single cost item is sluice gate.

NDDOT has in the past completed a clean out north from Burnt Creek Road and are willing to do this again. The Board would pay for the survey, NDDOT would pay Bohlman. Discussed fencing and control gates may be considered maintenance items so they may not be covered eligible for SWC cost share. The sluice gate is are, however it is and operational feature so we don't know for sure if this will be covered.

Chairman Fleck felt this Board did everything to save costs on this project. We have an annual assessment and each year we have to go back to Kevin Glatt to adjust the assessment.

Dennis moved that we accept Change Order 1 as described. Greg seconded. Motion Carried.

Dennis moved that we proceed with all 3 alternates for this project and send the letter to the SWC and have conversations with them regarding the cost share for this. Greg seconded. Travis noted if the sluice gate can be salvaged for use it or increase the bid quantity to two as we have one new gate in the project already. **Motion carried.**

Dennis moved to let HEI provide staking for clean out to the south. Greg seconded. Motion Carried.

Financial Meeting with Scott Wegner: 11:00 on Thursday, April 30th. Dave noted that Scott and Dave can make that meeting. Kathleen, Dennis, Scott and Michael and Dave Bliss will be in attendance to discuss establishing the amount of bond, time and rate.

Consideration of alternates based on deduct and financial review: Covered earlier

Missouri River Correctional Center Levee:

Public Hearing - May 19th tentatively scheduled. Michael noted the mailings have to go out 20 days prior to the notice. The Public Hearing is currently set for May 19th at 5:30 p.m., and the BCWRD Board needs to authorize public hearing. **Rick moved to approve the public hearing and certification of the assessment based on the new cost numbers, Greg seconded. Motion carried.**

Fox Island Boat Ramp Bank Stabilization Permit: South of boat ramp has major loss of rip rap and it requires formal action by the County Commission to have them do the work.

Michael requested the Board authorize HEI to prepare a recommendation to the County Commission to approve the permits. Consensus to have Michael and Dave work to put letter together from the BCWRD to the Burleigh County Commission.

Next meeting: Tuesday, May 26th. Meeting adjourned at 2:08 p.m.

Respectfully Submitted,

Mona Livdahl

Mona Livdahl

Burnt Creek Bonding
Alternative Finance Sources

	Interest Rates - Increasing Annual (Laddered)
➢ Bank of North Dakota - Direct Loan	Scott to investigate
➢ Doughty and Associates –	Scott to investigate
➢ ND State Water Commission Revolving Loan Fund	Scott to investigate

Scott Wegner to present options at May 26th Meeting

Time from Bond Sale to receipt of funds ~ 6 to 8 weeks

Amount to finance – All costs per discussion
Current Estimated Totals

Board Invested Funds – Special Assessment District	$	52,250.00	Invoiced and Expended (actual)
Bohlman Trenching (after Change Order #1)	$	418,090.50	Construction Constract
Construcion Management Services - SA #5D	$	47,500.00	Estimated Budget
Downstream Cleanout	NA		Sepearate Project Issue Area
Administrative Costs (PMS)	$	1,500.00	My estimate - rough projection
Legal Costs (Bliss and Stebins)	$	5,127.30	2627.30 To date = project an additional $2,500
Annual Reassessment Costs	$	30,000.00	20 years $1,500 per year
Less NRCS Funding	$	(10,975.50)	
Less SWC Funding	$	(87,804.00)	Authorized via SWC Agreement
Less SWC Funding	$	(58,185.00)	Additional Requested - Need elgiabilty determination (May not get all these)
Bonding and Finance Costs (Wegner)			
Debt Service Amount?	$	397,503.30	

Board Funds - Recovery Via Above and Beyond Debt Service amount

Interest Rate for Board Costs		1.50%	Available Fixed Revenue Debt Service is around $22,000
			First Year Income $ 5,962.55
Needs to cover annual costs + current investment	$	30,000.00	
	$	52,250.00	Include in Bond for front end recovery?
	$	82,250.00	

Cost Memo

Technical Memorandum

Houston Engineering Inc.

To: Burleigh County WRD

From: Michael Gunsch, PE, Senior Project Manager

Date: May 16, 2015

Subject: McDowell Dam Recreation Area

Aaron Faken, Executive Field Operations Manager with Veit, has provided an estimated budget for replacement of the gate structure at McDowell Dam. The estimated cost is as follows:

Mobilization	$ 3,460
Gate Structure	$ 9,548
Dive (2 days @ $4,980/day)	$ 9,960
Total	**$ 22,968**

These are only estimates, and actual costs will be billed on a time and materials basis and could exceed the estimate provided above. The anticipated delivery time for the gate structure is approximately 6 weeks.

Veit will need to inspect the spillway and existing gate system prior to providing a more formal cost quote. The condition of the gate system will have an impact the actual costs, as some work and time may not be included in the above figures.

These estimates appear reasonable to complete the task at hand for gate replacement. It is recommended the Water Resource District approve an agreement based on these estimates, and authorize Veit to move forward. This memorandum was prepared to document the projected costs for the records. A formal quote will be requested upon approval and after their inspection.

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Mona Livdahl

From: Farrell, Daniel J. [dfarrell@nd.gov]
Sent: Sunday, May 3, 2015 7:40 PM
To: Michael Gunsch
Cc: Craig Odenbach; Weixel, Gordon G.; Sando, Todd S.; 'Fleck Terry (tfleck@attitudedr.com)'; 'Mona Livdahl'
Subject: RE: McDowell Dam Water Permits

I am continuing to work on the recommended corrections when I am not working on Temporary Water Permits.

Application 6071 is nearing completion, but there are Parties of Record to whom the recommended decision must be sent per NDCC 61-04-05.1(5). Application 6071 will have a 30-day comment period after approval of the recommended decision. The review continued this afternoon about 4, after I finished with a number of temporarys and inspections and will continue for another three to four hours. My plan is to have it finished for Bill and Jon this week.
Thus, the recommended decision for Application 6071 could go out for the 30-day comment period before the May 26 meeting date for the Board.

Application 6270 is also nearing completion, and there were no comments received during the public comment period for this application.

Dan Farrell
(701) 328-3468
dfarrell@nd.gov

From: Michael Gunsch [mgunsch@houstoneng.com]
Sent: Sunday, May 03, 2015 5:52 PM
To: Farrell, Daniel J.
Cc: Craig Odenbach; Weixel, Gordon G.; Sando, Todd S.; 'Fleck Terry (tfleck@attitudedr.com)'; 'Mona Livdahl'
Subject: RE: McDowell Dam Water Permits

Dan:

Any update... the next BCWRD meeting is May 26th?

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: Wednesday, March 11, 2015 3:15 PM
To: 'Farrell, Daniel J.'
Cc: Craig Odenbach; Gordon Weixel (gweixel@nd.gov); 'Todd Sando'; Fleck Terry (tfleck@attitudedr.com); Mona Livdahl
Subject: RE: McDowell Dam Water Permits
Importance: High

Dan:

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Mona Livdahl

From: Weixel, Gordon G. [gweixel@nd.gov]
Sent: Tuesday, May 19, 2015 10:38 AM
To: Mona Livdahl (mona@midco.net)
Subject: FW: McDowell Dam Contract
Attachments: Parks & Rec Ltr (Signed).pdf

Here's where we're at on the agreement with NDPRD...gw

From: Greg Smith [mailto:GSmith@bisparks.org]
Sent: Tuesday, May 19, 2015 10:36 AM
To: Weixel, Gordon G.
Cc: Bina, Randy
Subject: McDowell Dam Contract

Gordon,
Randy and I are in agreement that the attachment and it's procedural modifications are fine. We are currently doing what is outlined, so if no addendum is brought forth it will not change the way BPRD manages McDowell. We would be open to an addendum or simply wait for the current agreement to expire and include the changes in the new agreement if the Water Board wishes to continue the relationship with the Park District.
Thanks,
Greg

From: David Bliss [mailto:dbliss@blisslaw.com]
Sent: Saturday, March 21, 2015 12:56 PM
To: Greg Smith; Kathleen Jones; Fleck Terry
Subject: RE: McDowell Dam

Greg,

Thank you for our Saturday conversation. Attached please find a November 18, 2014 letter from the Board to Parks & Rec which memorializes what I believe were the basic elements of the parties' discussion in my office on October 9, 2014. I understand that you will discuss these elements with Mr. Bina and get back to the Board with your comments. If and when the parties have an agreement, I'm instructed to revise the parties' operating agreement for approval by both boards.

Thank you. I look forward to hearing from you.

Dave Bliss

BLISS & STEBBINS
LAW FIRM

DAVID R. BLISS
Bliss & Stebbins Law Firm, LLC
400 E. Broadway Ave., Suite 308
PO Box 4126
Bismarck, ND 58502-4126
(701) 223-5769 (office)

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Burleigh County Water Resource District

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

November 18, 2014

Randy Bina, Executive Director
Bismarck Parks & Recreation
400 East Front Avenue
Bismarck, North Dakota 58504

Re: **McDowell Dam Matters**
Our File No.: 282-94

Dear Mr. Bina:

Thank you for our October 9, 2014 meeting with me, Managers Gordon Weixel and Kathleen Jones, and our secretary Mona Livdahl at our legal counsel's office to discuss the status of the Water District's agreement with Parks & Rec for the operation of McDowell Dam. Of course, our contract, renewed in September, 2012, runs through December 31, 2017. However, I believe it's helpful to see how we might make things work better during this contract period. We discussed several amendments to our agreement, and I've outlined these amendments as follows:

1. Scope of Services

ix. Add the promotion of winter sports to this section.
x. Remove the administration of required insurance policies from Parks & Rec to the District's responsibility.
xiii. Add "BCRWD will continue to handle the facility's farm lease and Aero Club lease, and Parks & Rec will handle the bidding process for concessions."
xvi. Credit funds for operational expenses on a quarterly. Change "...with said funds being *credited*" to "...with said funds being *paid.*"

3. Reporting

We discussed having the comprehensive annual report to be in writing, and by June 1st and December 1st of each year. Also, it may be helpful in the report of income and expenses to include gate receipts, concessions, number of visitors, market effects from last year, any improvements made in the past year to the facility, including any new equipment, any traffic improvements, and actual gross operating expenses for administrating the facility.

6. Compensation

We discussed whether the agreed-upon 25% is appropriate, and whether the compensation formula as set forth in this section reflects that 25% is the proper management fee to be

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

charged for maintaining this facility. I understand from our meeting that since Parks & Rec will be paying its own employees' Workers Compensation, the parties have agreed that the 25% compensation formula is appropriate.

Insurance

In Sentence Two, change "...coverage for all of BPRD's employees" to "...coverage for all of BPRD's *McDowell Dam* employees."

18. Amendment of Agreement (New proposed section)

The parties agree that this agreement may be amended subject to approval in writing of any such amendments by both parties to this agreement.

Thank you for your continued courtesy and consideration. We look forward to hearing from you.

Very truly yours,

Gordon Weixel,
BCWRD Board Manager

Cc: Greg Smith, Bismarck Parks & Rec (via email)
Kathleen Jones, BCWRD Board Manager (via email)

S:\Burleigh County Water Resource 22-229\McDowell Dam\Parks & Rec Letter (Board) 10-13-14.docx

Mona Livdahl

From: Mehlhoff, Barbara A. [BMehlhof@nd.gov]
Sent: Monday, May 11, 2015 8:12 AM
To: 'Mona Livdahl'
Subject: Policy #1914, Burleigh County Water Resource District

Good morning Mona,
I have provided the building information for the two Aero buildings to Jon Nelson, our staff appraiser. Jon will review, try to determine a current building value, and then provide that value to me for the insurable amount. If Jon has questions will contact you.

I also gave Jon the documentation from the county appraiser for the remaining buildings owned by Burleigh County Water Resource District. I have asked Jon to review and determine current values based on the county appraiser's report.

Thank you for your work on this, have a good day!

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

-----Original Message-----
From: Mona Livdahl [mailto:mona@midco.net]
Sent: Thursday, May 07, 2015 12:16 PM
To: Mehlhoff, Barbara A.
Subject: Aero Club receipts

Barb - hope this helps for the Aero Club buildings and insurance.

Mona Livdahl
BCWRD
1811 E. Thayer Avenue
Bismarck, ND 58501
(701) 222-3499
www.bcwrd.org

Mona,

Here is the information that I could find. Please let me know when you receive this information and let me know if you have any questions.

Thank you,

Kevin Klipfel, Facilities and Programs Director Bismarck Parks and Recreation District
400 East Front Avenue
Bismarck, ND 58504
(w) 701.222.6455
(f) 701.221.6838

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Mona Livdahl

From: Mehlhoff, Barbara A. [BMehlhof@nd.gov]
Sent: Monday, May 18, 2015 11:20 AM
To: 'Mona Livdahl'
Subject: Policy #1914, Burleigh County Water Resource
Attachments: 1716_001.pdf

Mona,
In reviewing the appraisal information completed by Burleigh County's tax appraiser I saw that a carport was added to the caretaker's garage. I had our staff appraiser add this addition to the garage. The current appraised value for the garage, including the carport, is now $26,330.

In regard to the remaining buildings completed by Burleigh County's tax appraiser our office will need your assistance in determining if our file information is correct or incorrect on some buildings. I will send a separate email at a later date reviewing what our office has on file and my questions.

Our staff appraiser has completed appraisals on the Aero Club picnic shelter and storage building. The appraised value for the shelter is $26,475 and the storage building is $8,912. **You did not request a content value for the storage building of the shelter. Are any of the items within the storage building owned by BCWRD? If the picnic tables in the shelter are owned by BCWRD and stored inside a building during the winter months, you can insure the tables as contents of the building where stored. If the tables remain at the picnic shelter year round and are not anchored they are not insurable property.**

The first three pages of the attached are your copies of the Commercial Building Valuation Reports listing the appraised building values. Each of these buildings are insured at the current appraised replacement cost (RC) value.

The fourth page attached is the Endorsement to the Schedule of Property listing the replacement cost values and the pro-rated premium for the period of 04/01/15 – 06/30/15. **The bottom section of the fifth page attached is the PREMIUM NOTICE listing a balance due of $9.96. Please remove this payment stub and return with your payment within the next 10 days.**

The last two pages of the attached is your current Schedule of Property. I recommend you verify if all BCWRD property is listed and therefore insured and that the insurance limits are adequate to replace the property at today's cost. Should you have any changes I need by June 1, 2015 in order to process before issuing the renewal billing.

Thank you Mona, have a good day.

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

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Commercial Building Valuation Report

Policy: 1914 #11 5/15/2015

INSURED	BURLEIGH COUNTY WATER RESOURCE	Effective Date:	
	1811 E. Thayer Ave.	Expiration Date:	
	BISMARCK, ND 58501	Cost as of:	03/2015

BUILDING : Superstructure		Replacement	sq.ft.	$/sq.ft.	Depreciated
Section 1:	100% CARETAKER'S GARAGE	$19,179	624	$30.74	$11,699
Section 2:	100% CARPORT	$7,151	364	$19.64	$7,151

BUILDING : Substructure		Replacement	sq.ft.	$/sq.ft.	Depreciated
Section 1:		$0	0	$0.00	$0
Section 2:		$0	0	$0.00	$0

Section Totals		Replacement	sq.ft.	$/sq.ft.	Depreciated
Section 1:	100% CARETAKER'S GARAGE	$19,179	624	$30.74	$11,699
Section 2:	100% CARPORT	$7,151	364	$19.64	$7,151
VALUATION GRAND TOTAL		**$26,330**	**988**	**$26.65**	**$18,850**

MS/B costs include labor and material, normal profit and overhead as of date of report. Costs represent general estimates which are not to be considered a detailed quantity survey. These costs include generalities and assumptions that are common to the types of structures represented in the software.

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Commercial Building Valuation Report

Policy: 1914 #20 5/15/2015

INSURED	BURLEIGH COUNTY WATER RESOURCE	Effective Date:	
	1811 E. Thayer Ave.	Expiration Date:	
	BISMARCK, ND 58501	Cost as of:	03/2015

BUILDING : Superstructure	Replacement	sq.ft.	$/sq.ft.	Depreciated
Section 1:	$26,475	960	$27.58	$23,563
100% PICNIC SHELTER				

BUILDING : Substructure	Replacement	sq.ft.	$/sq.ft.	Depreciated
Section 1:	$0	0	$0.00	$0

Section Totals	Replacement	sq.ft.	$/sq.ft.	Depreciated
Section 1:	$26,475	960	$27.58	$23,563
100% PICNIC SHELTER				
VALUATION GRAND TOTAL	**$26,475**	**960**	**$27.58**	**$23,563**

MS/B costs include labor and material, normal profit and overhead as of date of report. Costs represent general estimates which are not to be considered a detailed quantity survey. These costs include generalities and assumptions that are common to the types of structures represented in the software.

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Commercial Building Valuation Report

Policy: 1914 #21 5/15/2015

INSURED	BURLEIGH COUNTY WATER RESOURCE	Effective Date:	
	1811 E. Thayer Ave.	Expiration Date:	
	BISMARCK, ND 58501	Cost as of:	03/2015

BUILDING : Superstructure	**Replacement**	**sq.ft.**	**$/sq.ft.**
Section 1: 100% STORAGE BLDG.	$8,912	120	$74.27

BUILDING : Substructure	**Replacement**	**sq.ft.**	**$/sq.ft.**
Section 1:	$0	0	$0.00

Section Totals	**Replacement**	**sq.ft.**	**$/sq.ft.**
Section 1: 100% STORAGE BLDG.	$8,912	120	$74.27
VALUATION GRAND TOTAL	**$8,912**	**120**	**$74.27**

MS/B costs include labor and material, normal profit and overhead as of date of report. Costs represent general estimates which are not to be considered a detailed quantity survey. These costs include generalities and assumptions that are common to the types of structures represented in the software.

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North Dakota
Insurance Department
Adam Hamm, Commissioner

ENDORSEMENT

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

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

Policy: 1914 Insured: Burleigh County Water Resource

Property No.	Building Name and Location	Type	Effective Date	Insurance Limit	Property Type	Coverage Type	Premium
11	Caretaker's Garage with Carport 1951 93rd St NE	CC	04/01/2015	$26,330	BP	RC	$2.10
20	Aero Picnic Shelter 1951 93rd St NE	NC	04/01/2015	$26,475	BP	RC	$5.88
21	Aero Storage Building 1951 93rd St NE	NC	04/01/2015	$8,912	BP	RC	$1.98

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

COMMERCIAL BUILDING AND PERSONAL PROPERTY SCHEDULED INSURANCE COVERAGE DECLARATION A

STATE FIRE AND TORNADO FUND

SFN 59126 (6-2014)

Policy Number: 1914

Insured			
Burleigh County Water Resource			
Mailing Address: 1811 E Thayer	Contact Person: Mona Livdahl		
City: Bismarck	State: ND	ZIP Code: 58501	Telephone Number: (701) 222-3499

The Schedule of Property containing a description of each location and the specific limit that applies to each type of property at each location is attached and a part of the Declarations. The deductible listed is per occurrence.

Policy Period	Premium Due or Credit Balance
From 07/01/2014 To 06/30/2015	$ 9.96

Property Deductible	Equipment Breakdown Deductible	Coinsurance	Type of Coverage
$ 1,000.00		90%	[X] Special Form [ ] Equipment Breakdown

Mortgagee/Loss Payee

FORMS APPLICABLE TO THIS POLICY:

IL 00 17 11 98,	FT PC 07 01 14,	FT CP 07 01 14,	FT SF 07 01 14,	
FT OL 07 01 12,	FT EE 07 01 14,	CP 01 14 10 99,	IL 02 34 09 07	IL 01 65 09 07,
IL 00 03 09 07,	IL 09 13/H0 306,	FT ALL 08 01 14	* Terrorism Risk Insurance Act (TRIA) Forms	
FT TE 07 01 12	FT CT 07 01 14			

LIMITS OF LIABILITY - $225 million

Equipment Breakdown Coverage Endorsement: Form FT EB 07 01 13

Building Property (BP) - Refer to Schedule Of Property for limit per location
Business Personal Property (PP) - Refer to Schedule Of Property for limit per location
Outdoor Property (OP) - Refer to Schedule Of Property for limit per location
Trailer Property (TP) - Refer to Schedule Of Property for limit per location

Special Limits - See Policy:

Debris Removal Expense	$ 10,000	Form FT CP 07 01 14 - Pages 2 and 3 of 12
Electronic Data	$ 2,500	Form FT CP 07 01 14 - Page 4 of 12
Pollutant Cleanup and Removal	$ 20,000	Form FT CP 07 01 14 - Page 4 of 12
Personal Property of Others	$ 5,000	Form FT CP 07 01 14 - Page 5 of 12
Personal Property of Students	$ 500	Form FT CP 07 01 14 - Page 5 of 12
Valuable Papers and Records	$ 25,000	Form FT CP 07 01 14 - Page 5 of 12
Sewer Backup	$ 10,000	Form FT SF 07 01 14 - Page 2 of 9
Money	$ 5,000	Form FT CP 07 01 14 - Page 4 of 12
Ordinance or Law - Demolition	$250,000	Form FT OL 07 01 12 - Page 1 of 2
Ordinance or Law - Increased Cost of Construction	$250,000	Form FT OL 07 01 12 - Page 1 of 2
Additional Ordinance or Law - Demolition	$500,000	($250,000 limit included)
Additional Ordinance and Law-Increased Cost of Construction	$500,000	($250,000 limit included)
Extra Expense	$250,000	Form FT EE 07 01 14 - Page 1 thru 4
Additional Extra Expense	$500,000	($250,000 limit included)

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

SIGNATURE	DATE
	7/1/2014

North Dakota Insurance Department
600 E. Boulevard Ave.
Bismarck, ND 58505-0320

Information: 701-328-9600
Fax: 701-328-9610
email: ndfire&tornado@nd.gov

PREMIUM NOTICE

North Dakota Insurance Department
600 E. Boulevard Ave.
Bismarck, ND 58505-0320

Please indicate by checking the box beside the following
[ ] 1) The insurance limit for each property listed on the Schedule of Property has been reviewed and is correct.
[ ] 2) A personal property inventory has been completed for each location.

Policy No.	Policy Period	Premium
1914	07/01/2014 - 06/30/2015	$ 9.96

Signature:	Date:

Burleigh County Water Resource
1811 E Thayer
Bismarck ND 58501

Previous Balance:	$ 0.00
Property Insurance Premium:	$ 9.96
Equipment Breakdown Premium:	$ 0.00
Fire Marshall Inspection Fee:	$ 0.00
Balance Due:	$ 9.96

Your cancelled check is your receipt
RETURN THIS NOTICE WITH YOUR CHECK

SCHEDULE OF PROPERTY

Coinsurance = 90%

Deductible = $1,000.00

Policy: 1914

Policyholder: Burleigh County Water Resource

Property No.	Property Name and Location	Date Appraised	Policyholder's Property No.	Insurance Limit	Property Type	Coverage Type	Premium
1	3-Shelters with Wood Walls 1951 93rd St NE *For price each divide limit by 3	07/01/2014	McDowell	$65,661	BP	RC	$58.35
2	Restroom 1951 93rd St NE	07/01/2014	McDowell	$125,717	BP	RC	$111.70
3	Bathhouse 1951 93rd St NE	07/01/2014	McDowell	$48,461	BP	RC	$43.06
4	Maintenance/Office 1951 93rd St NE	07/01/2014	McDowell	$101,860	BP	RC	$90.51
5	Caretaker's Dwelling 1951 93rd St NE	07/01/2014	McDowell	$234,251	BP	RC	$208.13
6	Submersible Lift Station 1951 93rd St NE	07/01/2014	McDowell	$11,778	OP	RC	$10.46
10	Storage Building 1951 93rd St NE	07/01/2014	McDowell	$28,531	BP	RC	$25.35
11	Caretaker's Garage with Carport 1951 93rd St NE	04/01/2015	McDowell	$26,330	BP	RC	$23.40
15	Concession Building 1951 93rd St NE	07/01/2014	McDowell	$10,501	BP	RC	$9.33
16	Picnic Shelter 1951 93rd St NE	07/01/2014	McDowell	$21,804	BP	RC	$19.37
17	Storage Building 1951 93rd St NE	07/01/2014	McDowell	$24,571	BP	RC	$21.84
18	Playground Equipment 1951 93rd St NE	07/01/2014	McDowell	$53,091	OP	RC	$47.16
19	Storage Building 1965 93rd St NE	07/01/2014	McDowell	$49,287	BP	RC	$43.79
20	Aero Picnic Shelter 1951 93rd St NE	04/01/2015	McDowell	$26,475	BP	RC	$23.52

Property insured at replacement cost (RC) is covered pursuant to the terms of this policy. The insurance limit for scheduled property may be more or less than the actual replacement cost. It is the responsibility of the insured to review the adequacy of the insurance limits on scheduled property. The Fund does not warrant or represent that the insurance limit is adequate to replace the scheduled property.

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SCHEDULE OF PROPERTY

Coinsurance = 90%

Deductible = $1,000.00

Policy: 1914

Policyholder: Burleigh County Water Resource

Property No.	Property Name and Location	Date Appraised	Policyholder's Property No.	Insurance Limit	Property Type	Coverage Type	Premium
21	Aero Storage Building 1951 93rd St NE	04/01/2015	McDowell	$8,912	BP	RC	$7.92
	Building Property:			$772,361			$686.27
	Outdoor Property:			$64,869			$57.62
	Total:			$837,230			$743.89

Property insured at replacement cost (RC) is covered pursuant to the terms of this policy. The insurance limit for scheduled property may be more or less than the actual replacement cost. It is the responsibility of the insured to review the adequacy of the insurance limits on scheduled property. The Fund does not warrant or represent that the insurance limit is adequate to replace the scheduled property.

HoustonEngineering Inc. Bismarck Office 701.323.0200 701.323.0600
3712 Lockport Street Bismarck ND 58503

April 29, 2015

Bismarck Tribune
Attn: Carmen
PO Box 5516
Bismarck, ND 58506

SUBJECT: Legal Notice

Dear Carmen:

Enclosed is a Notice of Order and Public Hearing. The Notice should be published once a week for two weeks, specifically, the dates of May 5 and May 12.

Please provide proof of publication. Any correspondence, including billing and proof of publication, should be addressed to me at this office. If you have any questions or would like the notice provided electronically, please feel free to call at (701)323-0200.

Sincerely,

HOUSTON ENGINEERING, INC.

Craig Odenbach, P.E.
Project Manager

Encl.

BURLEIGH COUNTY WATER RESOURCE DISTRICT
BURLEIGH COUNTY, NORTH DAKOTA

NOTICE OF ORDER AND HEARING ON SPECIAL ASSESSMENTS FOR MISSOURI RIVER CORRECTIONAL CENTER FLOOD CONTROL PROJECT

NOTICE IS HERBY GIVEN that the Burleigh County Water Resource District will hold and conduct a **PUBLIC HEARING** on May 19, 2015 at 5:30 pm in the Tom Baker Meeting Room; City/County Building; 221 North 5th Street; Bismarck, ND on the proposed Missouri River Correctional Center Flood Control Project. Said project having the following general nature and purpose:

Construct a Levee to provide flood control protection to the property owned by the Missouri River Correctional Center and surrounding residential properties as provided in the Preliminary Engineering Report, currently on file with the Burleigh County Auditor and the Secretary of the Burleigh County Water Resource District, and located in general along a line from Burleigh Avenue and England Street west then south then east to 48th Avenue and England Street through the west side of the Missouri River Correctional Center property.

3.6

BURLEIGH COUNTY Water Resource DISTRICT

Burleigh County Water Resource District

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

April 29, 2015

Mr. Kevin Glatt
Burleigh County Auditor
221 North 5th Street
Bismarck, ND 58501

RE: Missouri River Correctional Center Flood Control Project
Assessment List

Dear Kevin:

In accordance with ND Century Code Chapter 61-16.1, a copy of the proposed assessment list for the Missouri River Correctional Center Flood Control Project must be filed with the Burleigh County Auditor prior to the public hearing. Therefore, I have enclosed a copy of the assessment list which shall be made available to the public. The public hearing is scheduled for May 19, 2015 at 5:30 p.m. in the Tom Baker Meeting Room. We will also be mailing copies of the assessment list to each voting landowner. A copy of the assessment list as well as the preliminary engineering report will be on file with our secretary, and is also available on the Board's website at www.bcwrd.org.

If you have any questions regarding this process, please direct them to Michael Gunsch of Houston Engineering at (701) 323-0200.

Sincerely,

Terry Fleck, Chairman
Burleigh County Water Resource District

Encl.

Current Board Members:

Terry Fleck, Chairman, Bismarck 223-9768 Dennis Reep, Vice Chairman, Bismarck 557-9621 Gordon Weixel, Secretary/Treasurer, Bismarck 258-5390
Greg Larson, Manager, Bismarck 400-7217 Rick Detwiler, Manager, Bismarck 223-8782

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Missouri River Correctional Center Flood Control Project - 4/27/2015

Parcel ID	Owner	Property Address	Mailing Address	Mailing City	Mailing Zip	Benefit Area	% Benefit	Assessment With SWC Cost Share
38-138-80-00-19-230	NELSON, JEFFREY M & MARY ELLEN	3640 ENGLAND ST	3640 ENGLAND ST	BISMARCK ND	58504-8961	2.18	0.5	$ 3,506.07
38-138-80-00-19-250	MILLER, RANDALL R & ELIZABETH	3918 ENGLAND ST	3918 ENGLAND ST	BISMARCK ND	58504-8969	3.15	0.5	$ 3,506.07
38-138-80-00-19-255	SANDERS, BONNIE	3910 ENGLAND ST	3910 ENGLAND ST	BISMARCK ND	58504-8969	5.27	0.75	$ 5,259.11
38-138-80-00-19-270	MATTHEWS, BRIAN & JENNIFER	3912 ENGLAND ST	3912 ENGLAND ST	BISMARCK ND	58504	2.87	0.5	$ 3,506.07
38-138-80-00-19-275	MILLER, RANDALL & ELIZABETH		3918 ENGLAND ST	BISMARCK ND	58504	0.24	0.1	$ 701.21
38-138-80-00-19-279	HEATON, MATTHEW P	3908 ENGLAND ST	3908 ENGLAND ST	BISMARCK ND	58504	3.12	0.5	$ 3,506.07
38-138-80-00-19-825	JACOBSON, LAUREEN W	4310 ENGLAND ST	4220 ENGLAND ST	BISMARCK ND	58504-8963	9.93	0.75	$ 5,259.11
38-138-80-00-20-610	ROSWICK, ROBERT J & JULIE F	4315 ENGLAND ST	4315 ENGLAND ST	BISMARCK ND	58504-8970	38.88	1	$ 7,012.15
38-138-80-00-20-850	LANGER, GARY L	4620 S WASHINGTON ST	4620 S WASHINGTON ST	BISMARCK ND	58504-8014	1.64	0.5	$ 3,506.07
38-138-80-00-20-855	ZIEGLER, RAYMOND & TERRI		PO BOX 1212	BISMARCK ND	58502	0.3	0.1	$ 701.21
38-138-80-00-20-860	NELSON,STEVEN & WEIGEL,LUCILLE	280 SW 48TH AV	280 48TH AVE SW	BISMARCK ND	58504-8901	0.48	0.1	$ 701.21
38-138-80-00-20-875	ESHOO, NORMAN S & JUDY D	680 SW 48TH AV	680 48TH AVE SW	BISMARCK ND	58504-8959	12.19	1	$ 7,012.15
38-138-80-00-20-880	LEMER, JERID L & RAELENE M	540 SW 48TH AV	540 48TH AVE SW	BISMARCK ND	58504-8958	2.04	0.5	$ 3,506.07
38-138-80-00-20-882	ZIEGLER, RAYMOND & TERRI	210 SW 48TH AV	PO BOX 1212	BISMARCK ND	58502	1.17	0.5	$ 3,506.07
38-138-80-00-20-886	SIEMS, BURT F & EMMA & SIEMS,>	580 SE 48TH AV	222 W OWENS AV	BISMARCK ND	58501	4.15	0.5	$ 3,506.07
38-138-80-00-20-888	BOUCHE, KELLY M & CANDICE J	380 SW 48TH AV	515 N 16TH ST	BISMARCK ND	58501	1.56	0.5	$ 3,506.07
38-138-80-00-20-890	KVANDE, DEBORAH		302 E 3RD AVE S	CAVALIER ND	58220-4205	2.7	0.5	$ 3,506.07
38-138-80-00-20-892	SLETTEN, OLE T & GIENGER,RANEE		2500 RIVER RD	HENSLER ND	58530-9500	1.5	0.5	$ 3,506.07
38-138-80-00-20-894	SLETTEN, OLE T & GIENGER,RANEE	310 SW 48TH AV	2500 RIVER RD	HENSLER ND	58530-9500	1.96	0.5	$ 3,506.07
38-138-80-02-01-010	HEINERT, TED & NANETTE	4704 WHITE TAIL LA	8749 MONTREAL ST	BISMARCK ND	58503	2.15	0.5	$ 3,506.07
38-138-80-02-01-020	KOVASH, TODD M & KRISTI J	4604 WHITE TAIL LA	4604 WHITE TAIL LN	BISMARCK ND	58504	2.14	0.5	$ 3,506.07
38-138-80-02-01-030	BOND, ROBERT & VIRGEAN	4520 WHITE TAIL LA	4520 WHITE TAIL LN	BISMARCK ND	58504-8609	2.15	0.5	$ 3,506.07
38-138-80-02-01-040	DINGUS, PATRICK & ROSALIE	4512 WHITE TAIL LA	4512 WHITETAIL LN	BISMARCK ND	58504	2.15	0.5	$ 3,506.07
38-138-80-02-01-050	THOMPSON, MATTHEW A & JEANENE	4480 WHITE TAIL LA	3207 F AVENUE C	BISMARCK ND	58501	2.15	0.5	$ 3,506.07
38-138-80-02-02-010	ANDERSON, JORDAN & KARI	4601 WHITE TAIL LA	4601 WHITE TAIL LN	BISMARCK ND	58504	2	0.5	$ 3,506.07
38-138-80-02-02-020	RADER, BARRY & CAREY	4604 HUBER DR	1108 WESTWOOD ST	BISMARCK ND	58504	2	0.5	$ 3,506.07
38-138-80-02-02-030	PIATZ, MICHAEL	4704 HUBER DR	4704 HUBER DR	BISMARCK ND	58504	1.98	0.5	$ 3,506.07
38-138-80-02-02-040	FROELICH, MARK & CAROL	4701 WHITE TAIL LA	4701 WHITETAIL LN	BISMARCK ND	58504	2.03	0.5	$ 3,506.07
38-138-80-02-03-010	MUEHLER, MICHAEL & SUSAN	4501 HUBER DR	4501 HUBER DR	BISMARCK ND	58504-8862	2.18	0.5	$ 3,506.07
38-138-80-02-03-020	MEYHOFF, BRUCE & ROBIN	4601 HUBER DR	4601 HUBER DR	BISMARCK ND	58504	2.18	0.5	$ 3,506.07
38-138-80-02-03-030	SCHMIDT, THOMAS & CARISSA	4701 HUBER DR	1308 N 11TH ST	BISMARCK ND	58501-2704	2.15	0.5	$ 3,506.07
38-138-80-03-01-010	SPLONSKOWSKI, TIMOTHY	106 ASHLEE AV	823 LAMBTON AVE #3	BISMARCK ND	58504	2.1	0.5	$ 3,506.07
38-138-80-03-01-020	JOHNSON, MICHAEL P & KIMBERLY	130 ASHLEE AV	704 DOVER DR	BISMARCK ND	58504	1.18	0.25	$ 1,753.04
38-138-80-03-01-030	RONINGEN, MARK W & YELENA	716 ASHLEE AV	216 ASHLEE AVE	BISMARCK ND	58504	1.93	0.25	$ 1,753.04
38-138-80-03-01-040	SENGER, BRYAN L & LORRAINE	308 ASHLEE AV	308 ASHLEE AVE	BISMARCK ND	58504-8827	2.1	0.5	$ 3,506.07
38-138-80-03-01-050	SCHANER, ROBIN L & LANEE E	400 ASHLEE AV	400 ASHLEE AVE	BISMARCK ND	58504-8831	2.1	0.5	$ 3,506.07
38-138-80-03-02-010	GEIGER, DANIEL & MARILYN	4026 DANIEL ST	1702 W WICHITA DR	BISMARCK ND	58504	2.03	0.5	$ 3,506.07
38-138-80-03-02-020	SCHMITCKE, GARY & BARBARA	4114 DANIEL ST	4114 DANIEL ST	BISMARCK ND	58504-8845	1.91	0.5	$ 3,506.07
38-138-80-03-02-030	WYNVEEN, JOSHUA A & KELLY L	4126 DANIEL ST	4126 DANIEL ST	BISMARCK ND	58504	1.35	0.25	$ 1,753.04
38-138-80-03-03-010	STEFFES, CLARENCE & MAR-JO	4115 DANIEL ST	4115 DANIEL ST	BISMARCK ND	58504	2	0.5	$ 3,506.07
38-138-80-03-03-020	KLEIN, JEROME & HELEN	407 ASHLEE AV	1706 SO RENO DR	BISMARCK ND	58504-7064	2	0.5	$ 3,506.07
38-138-80-03-03-030	ELL, TODD & LORI	ASHLEE AV	2519 COOLIDGE AVE	BISMARCK ND	58501-2284	2	0.5	$ 3,506.07
38-138-80-03-03-040	KASEMAN, LENORE	223 ASHLEE AV	223 ASHLEE AVE	BISMARCK ND	58504	2	0.5	$ 3,506.07
38-138-80-03-03-050	KLEIN, JASON	201 ASHLEE AV	3805 BAY SHORE BEND SE	MANDAN ND	58554-6305	2	0.5	$ 3,506.07
38-138-80-03-03-060	FRYSLIE, THOMAS V & JUDITH H	218 GLENWOOD DR	218 GLENWOOD DR	BISMARCK ND	58504	2	0.5	$ 3,506.07
38-138-80-03-03-070	WERNER, JACK A & BONNIE L	310 GLENWOOD DR	39 CAPTAIN MARSH DR	MANDAN ND	58554	2	0.5	$ 3,506.07
38-138-80-03-03-080	STEWART, NATHAN J & KATIE C	328 GLENWOOD DR	328 GLENWOOD DR	BISMARCK ND	58504	2	0.5	$ 3,506.07
38-138-80-03-03-090	SENGER, BRYAN L & LORRAINE F	418 GLENWOOD DR	308 ASHLEE AVE	BISMARCK ND	58504	2	0.5	$ 3,506.07
38-138-80-03-03-100	KISSE, JOHN A	512 GLENWOOD DR	PO BOX 562	BISMARCK ND	58502-0562	2	0.5	$ 3,506.07
38-138-80-03-04-010	BECK, DEAN M & TRACY L	119 GLENWOOD DR	119 GLENDWOOD DR	BISMARCK ND	58504	2	0.5	$ 3,506.07
38-138-80-03-04-020	SENGER, BRYAN L & LORRAINE F	213 GLENWOOD DR	308 ASHLEE AVE	BISMARCK ND	58504	2.22	0.5	$ 3,506.07
38-138-80-03-04-030	WANNER, JESSE &	303 GLENWOOD DR	303 GLENWOOD DR	BISMARCK ND	58504	2.22	0.5	$ 3,506.07
38-138-80-03-04-040	WELTON, MATTHEW J & >	319 GLENWOOD DR	319 GLENWOOD DR	BISMARCK ND	58504-8025	2	0.5	$ 3,506.07
38-138-80-03-04-050	DOUGHERTY, MARK & MARLYS J	409 GLENWOOD DR	409 GLENWOOD DR	BISMARCK ND	58504-8026	2	0.5	$ 3,506.07
38-138-80-03-04-060	CLARK, JESSE D & SARA M	4405 LUCAS ST	4405 LUCAS ST	BISMARCK ND	58504	2	0.5	$ 3,506.07
38-138-80-03-04-070	CROTEAU, JAMES E & LYNN A	408 COURTNEY CI	1624 N LYNCH	MESA AZ	85207-8181	1.49	0.5	$ 3,506.07
38-138-80-03-04-080	HAGEN, DUSTIN L & TRISHA E	324 COURTNEY CI	PO BOX 938	BISMARCK ND	58502	1.5	0.5	$ 3,506.07
38-138-80-03-04-090	HARTMAN, CINDY	331 COURTNEY CI	6700 KINGSWOOD RD	BISMARCK ND	58503-9255	1.62	0.5	$ 3,506.07
38-138-80-03-04-100	FAHRNI, LOWELL & CORRIN	4420 S WASHINGTON ST	4420 S WASHINGTON ST	BISMARCK ND	58504	1.5	0.5	$ 3,506.07

Total Assessed Percentage	72.45
Total Assessed Value	$ 508,030.00
Total Assessment Per Area	$ 7,012.15

38-138-80-03-04-110	JACOBSON, COLT A & JENNA M	320 SHEEHAN RD	12045 89TH AVE SE	BISMARCK ND	58504	2	0.5	$	3,506.07
38-138-80-03-04-120	TABORSKY, LARRY & AMY	413 COURTNEY CI	2810 NORWOOD LN	VENICE FL	34292-2415	2	0.5	$	3,506.07
38-138-80-03-05-010	SAND, ROSELLEN M	527 SHEEHAN RD	527 SHEEHAN RD	BISMARCK ND	58504	2	0.5	$	3,506.07
38-138-80-03-05-020	SCHOCK, DARIN L & STACY L	509 SHEEHAN RD	509 SHEEHAN RD	BISMARCK ND	58504	2	0.5	$	3,506.07
38-138-80-03-05-030	ELSBERRY, TERRY & JULIE	421 SHEEHAN RD	3900 HWY 2 & 52 W	MINOT ND	58701-2813	2	0.5	$	3,506.07
38-138-80-03-05-040	UNRATH, CHAD & ERICA	325 SHEEHAN RD	325 SHEEHAN RD	BISMARCK ND	58504	1.52	0.5	$	3,506.07
38-138-80-03-05-010	KELLER, KEN & MARION	4309 DANIEL ST	3723 RUSSETT LN	NORTHBROOK IL	60062-4254	2	0.5	$	3,506.07
38-138-80-03-06-020	BERGSTROM, DENNIS & SANDY	4314 LUCAS ST	33 LITTLE KNIFE	NEW TOWN ND	58763	2	0.5	$	3,506.07
38-138-80-03-06-030	ARTZ, JONATHAN D & LOREN L	506 KAMBRI CI	506 KAMBRI CI	BISMARCK ND	58504-7511	1.62	0.5	$	3,506.07
38-138-80-03-06-040	SELK, RODY & JENNIFER	4403 DANIEL ST	4403 DANIEL ST	BISMARCK ND	58504	1.62	0.5	$	3,506.07
38-138-80-03-06-050	BOECKEL, TRAVIS L & ALICIA M	517 KAMBRI CI	517 KAMBRI CIR	BISMARCK ND	58504	1.51	0.5	$	3,506.07
38-138-80-03-06-060	HILL, JASON D	505 KAMBRI CI	PO BOX 273	STANTON ND	58571	1.5	0.5	$	3,506.07
38-138-80-03-06-070	HODGE, TIFFANY A	4520 LUCAS ST	409 SOUTHWOOD AVE	BISMARCK ND	58504-6258	2	0.5	$	3,506.07
38-138-80-03-06-080	SAND, ROSELLEN M	526 SHEEHAN RD	527 SHEEHAN RD	BISMARCK ND	58504	2	0.5	$	3,506.07
38-138-80-03-07-010	WOODKE, STEVEN P & LEAH R	4306 DANIEL ST	4306 DANIEL ST	BISMARCK ND	58504	2	0.5	$	3,506.07
38-138-80-03-07-020	THOMPSON, ROGER W & SANDY K	4324 DANIEL ST	4324 DANIEL ST	BISMARCK ND	58504-8825	1.56	0.5	$	3,506.07
38-138-80-03-07-030	SORENSON, DAVID & JESS CA	4406 DANIEL ST	4406 DANIEL ST	BISMARCK ND	58504	1.5	0.5	$	3,506.07
38-138-80-0A-01-010	FERDERER, WAYNE R & JACQUE J	3550 ENGLAND ST	3550 ENGLAND ST	BISMARCK ND	58504-8967	3.85	0.25	$	1,753.04
38-138-80-0D-01-010	GIESTVANG, RORY	3500 ENGLAND ST	3500 ENGLAND ST	BISMARCK ND	58504-8967	0.82	0.1	$	701.21
38-138-80-0E-01-010	HUBER, GARY L & GEORGIE ANN	4500 THORNBURG DR	4500 THORNBURG DR	BISMARCK ND	58504	5.08	0.75	$	5,259.11
38-138-80-0G-01-010	NELSON, GREGORY T	3760 ENGLAND ST	3760 ENGLAND ST	BISMARCK ND	58504-8968	2.03	0.5	$	3,506.07
38-138-80-0G-01-020	NELSON, GREGORY T	1604 SCOUT ST	3760 ENGLAND ST	BISMARCK ND	58504-8968	2.07	0.5	$	3,506.07
38-138-80-0G-01-030	NELSON BUILDERS LLC	1700 SCOUT ST	1205 VOYAGER DR	BISMARCK ND	58504	2.21	0.5	$	3,506.07
38-138-80-0G-01-040	HUBBARD, MATTHEW & GWEN	3710 ENGLAND ST	3710 ENGLAND ST	BISMARCK ND	58504-8968	2.92	0.5	$	3,506.07
38-138-80-0G-01-050	HUBBARD, MATTHEW & GWEN	1730 SCOUT ST	3710 ENGLAND ST	BISMARCK ND	58504-8968	1.54	0.5	$	3,506.07
38-138-80-0G-01-060	AMORE, ANN	1740 SCOUT ST	2200 FAR WEST DR	BISMARCK ND	58504-8835	1.55	0.5	$	3,506.07
38-138-80-0G-02-010	BALZER, GENE K & LORI A	1517 SCOUT ST	1517 SCOUT ST	BISMARCK ND	58504	1.31	0.5	$	3,506.07
38-138-80-0G-02-020	WHITTEMORE, DAVID & PAMELA	1601 SCOUT ST	1934 E CAPITOL AVE #234	BISMARCK ND	58501	1.3	0.5	$	3,506.07
38-138-80-0G-02-030	PRESZLER, DALE & KRISTI	1617 SCOUT ST	1617 SCOUT ST	BISMARCK ND	58504-8813	1.32	0.5	$	3,506.07
38-138-80-0G-02-040	HEINERT, RAYMOND A & BECKY K	1701 SCOUT ST	1701 SCOUT ST	BISMARCK ND	58504	1.78	0.5	$	3,506.07
38-138-80-0G-02-050	TORGERSON, EARL T & PAMELA J	1717 SCOUT ST	1733 SCOUT ST	BISMARCK ND	58504-8849	1.43	0.5	$	3,506.07
38-138-80-0G-02-060	TORGERSON, EARL T & PAMELA J	1733 SCOUT ST	1733 SCOUT ST	BISMARCK ND	58504-8849	1.67	0.5	$	3,506.07
38-138-80-0J-01-010	DEICHERT, RYAN & SARA	3820 ENGLAND ST	414 N 22ND ST	BISMARCK ND	58501	1.59	0.5	$	3,506.07
38-138-80-14-01-010	BLOTSKE, ALLEN & JOANN	4110 ENGLAND ST	4110 ENGLAND ST	BISMARCK ND	58504-8990	3.62	0.5	$	3,506.07
38-138-80-14-01-015	BLOTSKE, ALLEN & JOANN	4106 ENGLAND ST	4110 ENGLAND ST	BISMARCK ND	58504-8990	1.49	0.5	$	3,506.07
38-138-80-21-01-010	FAZEKAS, MICHAEL & LORETTA	3906 ENGLAND ST	3906 ENGLAND ST	BISMARCK ND	58504	1.56	0.5	$	3,506.07
38-138-80-21-01-020	FAZEKAS, MICHAEL & LORETTA	3902 ENGLAND ST	3906 ENGLAND ST	BISMARCK ND	58504	1.57	0.5	$	3,506.07
38-138-80-22-01-010	JACOBSON, LAUREEN W	4220 ENGLAND ST	4220 ENGLAND ST	BISMARCK ND	58504-8963	5	0.5	$	3,506.07
38-138-80-24-01-010	LIPP, TOM & KATHY	4744 THORNBURG DR	4744 THORNBURG DR	BISMARCK ND	58504-8812	1.91	0.5	$	3,506.07
38-138-80-24-01-020	SPEIDEL, JERRY & DONNA	4660 THORNBURG DR	4660 THORNBURG DR	BISMARCK ND	58504-8810	1.89	0.5	$	3,506.07
38-138-80-24-01-030	MUEHLER, WAYNE A	4530 THORNBURG DR	4530 THORNBURG DR	BISMARCK ND	58504-8808	1.98	0.5	$	3,506.07
38-138-80-24-02-010	LADUCER, JAMES K	4745 THORNBURG DR	4616 EARHART DR	BISMARCK ND	58504	1.89	0.5	$	3,506.07
38-138-80-24-02-020	ZAINHORSKY,FREDERICK J & MYRNA	4655 THORNBURG DR	1207 S 7TH ST	BISMARCK ND	58504-6536	1.97	0.5	$	3,506.07
38-138-80-24-02-030	ZAINHOFSKY, JON P & KATI L	4505 THORNBURG DR	4505 THORNBURG DR	BISMARCK ND	58504-8808	1.97	0.5	$	3,506.07
38-138-80-24-02-040	OLHEISER, CASEY & LACEY	4435 THORNBURG DR	4435 THORNBURG DR	BISMARCK ND	58504	2	0.5	$	3,506.07
38-138-80-24-02-050	ROGSTAD, DAVID	4600 DOWNING ST	4600 DOWNING ST	BISMARCK ND	58504	1.95	0.5	$	3,506.07
38-138-80-24-02-060	COLLING, MICHEAL & JAN	4700 DOWNING ST	4700 DOWNING ST	BISMARCK ND	58504-8816	1.95	0.5	$	3,506.07
38-138-80-24-02-070	HOUSE, RYAN B	4730 DOWNING ST	4730 DOWNING ST	BISMARCK ND	58504	1.84	0.5	$	3,506.07
38-138-80-24-03-010	BEAN, DAMIAN & LISA	4735 DOWNING ST	4735 DOWNING ST	BISMARCK ND	58504-8817	1.86	0.5	$	3,506.07
38-138-80-24-03-020	HELLMAN, KORY D & TANIA	4705 DOWNING ST	4705 DOWNING ST	BISMARCK ND	58504	1.95	0.5	$	3,506.07
38-138-80-24-03-030	BRAUNBERGER, GARY S & JODY L	4607 DOWNING ST	4525 DOWNING ST	BISMARCK ND	58504-8804	1.96	0.5	$	3,506.07
38-138-80-24-03-040	BRAUNBERGER, GARY S & JODY L	4525 DOWNING ST	4525 DOWNING ST	BISMARCK ND	58504-8804	1.95	0.5	$	3,506.07
38-138-80-24-03-050	NEUMANN, CASEY J & GENA M	4429 DOWNING ST	4429 DOWNING ST	BISMARCK ND	58504	1.95	0.5	$	3,506.07
38-138-80-24-04-010	SMITH, STEPHANIE A	4420 THORNBURG DR	4420 THORNBURG DR	BISMARCK ND	58504	1.97	0.5	$	3,506.07
38-138-80-24-04-020	BURTNESS, JASON; JORJA, KRISTI	4440 THORNBURG DR	4440 THORNBURG DR	BISMARCK ND	58504	2.2	0.5	$	3,506.07
38-138-80-27-01-010	WETCH, TIM & CARLA	4001 ENGLAND ST	3924 ENGLAND ST	BISMARCK ND	58504	0.29	0.1	$	701.21
38-138-80-27-01-020	IGOS, CODY	4021 ENGLAND ST	815 N 32ND ST	BISMARCK ND	58501	1.5	0.5	$	3,506.07
38-138-80-27-01-030	MILLER, DENNIS S & TAMARA M	4030 ENGLAND ST	4030 ENGLAND ST	BISMARCK ND	58504	3.09	0.5	$	3,506.07
38-138-80-27-01-040	STEELE, CHAD &	4100 ENGLAND ST	605 YORKSHIRE LN	BISMARCK ND	58504	1.5	0.5	$	3,506.07
38-138-80-27-01-050	ECKROTH, RODNEY & LUWANNA	4304 ENGLAND ST	4330 ENGLAND ST	BISMARCK ND	58504	1.55	0.5	$	3,506.07
38-138-80-27-01-060	ECKROTH, RODNEY & LUWANNA	4330 ENGLAND ST	4330 ENGLAND ST	BISMARCK ND	58504	7.59	0.75	$	5,259.11
38-138-80-35-01-010	LEINIUS, NEIL C & JANE K	4403 GLENWOOD DR	1119 UNIVERSITY DR #1324	BISMARCK ND	58504	1.21	0.25	$	1,753.04
38-138-80-35-01-020	SCHMIDT, DAN & MICHELLE	4423 GLENWOOD DR	1524 OMAHA DRIVE	BISMARCK ND	58504-7126	0.27	0.1	$	701.21
38-138-80-35-02-010	LADUCER, JAMES K & SUSAN C	4404 GLENWOOD DR	4616 EARHART LN	BISMARCK ND	58504-7681	2.02	0.5	$	3,506.07
38-138-80-35-02-020	POLLERT, WYATT W & KELLY L	4444 GLENWOOD DR	4444 GLENWOOD DR	BISMARCK ND	58504-8067	1.66	0.25	$	1,753.04

38-138-80-35-02-030	POLLERT, WYATT W & KELLY L	4488 GLENWOOD DR	4444 GLENWOOD DR	BISMARCK ND	58504	1.21	0.25	$	1,753.04
38-138-80-35-02-040	LADUCER, JAMES K & SUSAN C	4504 EARHART LA	4616 EARHART LN	BISMARCK ND	58504-7681	1.29	0.25	$	1,753.04
38-138-80-35-02-050	LADUCER, JAMES K & SUSAN C	4535 EARHART LA	4616 EARHART LN	BISMARCK ND	58504-7681	2.18	0.5	$	3,506.07
38-138-80-35-02-060	LADUCER, JAMES K & SUSAN C		4616 EARHART LN	BISMARCK ND	58504-7681	2.02	0.5	$	3,506.07
38-138-80-35-02-080	LADUCER, JAMES K & SUSAN C	4616 EARHART LA	4616 EARHART LN	BISMARCK ND	58504-7681	4.12	0.5	$	3,506.07
38-138-80-35-02-090	GAYTON, ROBERT H & ROXANA M	4700 EARHART LA	4700 EARHART LN	BISMARCK ND	58504-7679	1.94	0.5	$	3,506.07
38-138-80-35-02-100	STUMPF, CLIFFORD J	4730 EARHART LA	4730 EARHART LN	BISMARCK ND	58504-7679	1.94	0.5	$	3,506.07
38-138-80-35-03-010	MARTELL, IRENE M	4733 EARHART LA	4733 EARHART LN	BISMARCK ND	58504-7679	2.43	0.5	$	3,506.07
38-138-80-35-03-020	FETCH, KENNETH	4701 EARHART LA	4701 EARHART LN	BISMARCK ND	58504-7679	2	0.5	$	3,506.07
38-138-80-35-03-030	WAGNER, FRANKLIN & ANGELINE	4611 EARHART LA	4611 EARHART LN	BISMARCK ND	58504-7681	2.05	0.5	$	3,506.07
38-138-80-35-03-040	AXVIG, RANDY & SUSAN	4550 GLENWOOD DR	4550 GLENWOOD DR	BISMARCK ND	58504-8000	1.39	0.25	$	1,753.04
38-138-80-35-03-050	PUKLICH, ELYSE L & >	4570 GLENWOOD DR	4570 GLENWOOD DR	BISMARCK ND	58504	1.31	0.25	$	1,753.04
38-138-80-35-03-060	RAKOWSKI, RANDY L & JANA L	4620 GLENWOOD DR	4620 GLENWOOD DR	BISMARCK ND	58504-8003	1.17	0.25	$	1,753.04
38-138-80-35-03-070	SKJONSBY, RICHARD W &	4646 GLENWOOD DR	PO BOX 4105	BISMARCK ND	58502-4105	2.31	0.25	$	1,753.04
38-138-80-35-03-080	REUTHER, WAYNE A & KAREN L	4746 GLENWOOD DR	4746 GLENWOOD DR	BISMARCK ND	58504-8066	3.37	0.5	$	3,506.07
38-138-80-50-00-010	HARILDSTAD, DERRICK & NICOLE	4730 S WASHINGTON ST	4730 S WASHINGTON ST	BISMARCK ND	58504-8016	1.23	0.5	$	3,506.07
38-138-80-61-01-010	LARSON, DAVID K & DEBORAH A	3630 ENGLAND ST	3600 ENGLAND ST	BISMARCK ND	58504	3.58	0.25	$	1,753.04
38-138-80-61-01-020	BOGERT, MARK W & DEBORAH	3700 ENGLAND ST	3700 ENGLAND ST	BISMARCK ND	58504-8968	2.4	0.5	$	3,506.07
38-138-80-67-01-010	ZOLLER, WILLIAM & SHERYL	160 SW 48TH AV	160 SW 48TH AVE	BISMARCK ND	58504	1.05	0.1	$	701.21
38-138-80-73-01-010	HAUSAUER, LORI J	4430 S WASHINGTON ST	4430 S WASHINGTON ST	BISMARCK ND	58503-8010	1.91	0.5	$	3,506.07
38-138-80-73-01-020	THOMPSON, ROBERT W & LAVERNE	4410 S WASHINGTON ST	4410 S WASHINGTON ST	BISMARCK ND	58504-8010	1.5	0.5	$	3,506.07
38-138-80-76-01-010	MOSER, WADE & LYNN	3425 ENGLAND ST	1105 W BURLEIGH AVE	BISMARCK ND	58504	1.77	0.25	$	1,753.04
38-138-80-81-03-080	NEUMANN, CASEY & GENA		4429 DOWNING ST	BISMARCK ND	58504	1.6	0.5	$	3,506.07
38-138-80-82-01-010	LARSON, DAVID K & DEBORAH A		3600 ENGLAND ST	BISMARCK ND	58504	3.47	0.25	$	1,753.04
38-138-80-89-01-010	STUMPF, DANA	110 SHEEHAN RD	110 SHEEHAN RD	BISMARCK ND	58504-8978	1.95	0.5	$	3,506.07
38-138-80-89-01-020	KLEIN, MARK & RENEA	200 SHEEHAN RD	200 SHEEHAN RD	BISMARCK ND	58504-8972	1.99	0.5	$	3,506.07
38-138-80-89-01-030	GOETZFRIED, DARRIN M & TRCEY A	230 SHEEHAN RD	230 SHEEHAN RD	BISMARCK ND	58504-8972	2.15	0.5	$	3,506.07
38-138-80-89-02-010	FISCHER, RANDAL L & STACY J	201 SHEEHAN RD	101 SHEEHAN RD	BISMARCK ND	58504-8972	2.03	0.5	$	3,506.07
38-138-80-89-02-020	REICHERT, MATHEW E & SHELLY M	231 SHEEHAN RD	231 SHEEHAN RD	BISMARCK ND	58504	1.86	0.5	$	3,506.07
38-138-80-91-01-010	WETCH, TIMOTHY P & CARLA M	3924 ENGLAND ST	3924 ENGLAND ST	BISMARCK ND	58504-8969	2.47	0.5	$	3,506.07

$ 508,030.00

Burleigh County Water Resource District

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

TO: Missouri River Correctional Center Area Residents

FROM: Burleigh County Water Resource District

SUBJECT: Missouri River Correctional Center Flood Control Project

Date: April 29, 2015

Dear Resident:

The Burleigh County Water Resource District has been requested to proceed with development of a project to construct a flood control levee to protect the Missouri River Correctional Center and surrounding residential properties. The opinion of probable cost for this project is $1,635,526 with $349,950 being provided by the Department of Corrections. With the State Water Commission having provided conditional cost share approval of eligible costs estimated to be $777,546 that leaves $508,030 to be assessed to the local residents. In order to fund these improvements, it will be necessary to create an assessment district in accordance with ND Century Code Chapter 61-16.1.

This project failed a prior vote, however area residents petitioned a reconsideration of the project with landowners holding a majority of the voting rights having signed the submitted petitions. Also, the ND State Water Commission cost share policy has changed since the prior vote so that they can provide a conditional approval prior to the vote, allowing the residents to vote a significantly reduced assessment that already reflects the state funding. This conditional approval has already been obtained for this project. Therefore, the Burleigh County Water Resource District has agreed to take this project to another vote.

Enclosed is a copy of the Assessment list showing that a total of 154 parcels will be assessed with assessments varying from $7,012 for the largest lots to $701 for the smallest lots. Also enclosed is a Notice of a Public Hearing to be held May 19, 2015 at the Tom Baker Meeting Room; City/County Building; 221 North 5th Street; Bismarck, ND; and a copy of the Resolution of the Burleigh County Water Resource District creating the project. The Assessment List has also been filed with the Burleigh County Auditor. Additional information is available on the Burleigh County Water Resource District website at www.bcwrd.org.

Current Board Members:

Terry Fleck, Chairman, Bismarck 223-9768 Dennis Reep, Vice Chairman, Bismarck 557-9621 Gordon Weixel, Secretary/Treasurer, Bismarck 258-5390
Greg Larson, Manager, Bismarck 400-7217 Rick Detwiller, Manager, Bismarck 223-8782

Each property owner will have 30 days from the date of the hearing to cast their votes either in favor or in opposition to the project. We have enclosed a ballot and a return envelope for your use. Each property owner receives one vote for each $1 of assessment. The project will pass or fail based on the percentage of votes actually cast.

You are encouraged to attend the scheduled Public Hearing where any questions you have may be answered. If you have questions in the interim, please direct them to Michael Gunsch, of Houston Engineering, at 323-0200.

Sincerely,

Terry Fleck, Chairman
Burleigh County Water Resource District

Encl.
C: Michael Gunsch, PE

Burleigh County Water Resource District

1811 E Thayer Avenue
Bismarck, North Dakota 58501

NOTICE OF ORDER AND HEARING ON SPECIAL ASSESSMENTS

MISSOURI RIVER CORRECTIONAL CENTER FLOOD CONTROL PROJECT

NOTICE IS HERBY GIVEN that the Burleigh County Water Resource District will hold and conduct a **PUBLIC HEARING** on May 19, 2015 at 5:30 pm in the Tom Baker Meeting Room, City/County Building, 221 North 5th Street, Bismarck, ND regarding the proposed Missouri River Correctional Center Flood Control project. Said project having the following general nature and purpose:

> Construct a Levee to provide flood control protection to the property owned by the Missouri River Correctional Center and surrounding residential properties as provided in the Preliminary Engineering Report and located in general along a line from Burleigh Avenue and England Street west then south then east to 48th Avenue and England Street through the west side of the Missouri River Correctional Center property.

NOTICE IS FURTHER GIVEN that the Burleigh County Water Resource District has adopted a Resolution, hereby included as part of this Notice.

NOTICE IS FURTHER GIVEN that:

1. The engineer's report, profiles, plans, specifications and estimate of cost received by this Board for the proposed Missouri River Correctional Center Flood Control Project, are hereby approved and the same shall be forthwith filed in the office of the Secretary.

2. The Board is proceeding with the assessment of the cost of the project and public hearing process in accordance with N.D.C.C. Section 61-16.1-21.

3. The Board has inspected the property subject to special assessments for the Project and has prepared an Assessment List showing the percentage assessment against each parcel of land benefited by the proposed Project and the resulting assessment list is also included with this Notice.

4. Affected landowners have 30 days after the date of the aforementioned public hearing (until and through June 19, 2015) to file their votes concerning the proposed Project and such votes must be filed with the Administrative Secretary of the Board at 1811 East Thayer Avenue, Bismarck, ND 58501.

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NOTICE IS FURTHER GIVEN that the Assessment List referred to in the above Resolution has been filed with the Burleigh County Auditor.

DATED THIS 29th Day of April, 2015

BURLEIGH COUNTY WATER RESOURCE DISTRICT

Terry Fleck, Chairman
Burleigh County Water Resource District

Missouri River Correctional Center
Flood Control Project
Official Ballot

As the owner of Burleigh County Parcel ID No. we (I) have been informed regarding the need to construct a flood control project for the Missouri River Correctional Center facility and surrounding residential properties. This requires the need to generate sufficient funds to complete the project. After having considered the project's benefit to our (my) properties and projected monetary assessment against our (my) properties we (I) cast the following vote either for, or against, the assessment of said maintenance costs. We (I) understand that this written vote is based on one vote for each dollar of assessment to be levied against our (my) property.

___ *I (we) cast our (my) votes **for** the creation of a special assessment district to construct this project.*

___ *I (we) cast our (my) votes **against** the creation of a special assessment district to construct this project.*

The assessment will be applied over a twenty year repayment period starting on the 2016 tax statement and will pass or fail based by a simple majority of the actual votes cast. If you fail to cast this ballot with the Secretary of the Burleigh County Water Resource District by 5:00 p.m. June 19, 2015 your vote will not be counted.

Burleigh County Water Resource District
c/o Mona Livdahl, Secretary
Missouri River Correctional Center Flood Control Project Ballot
1811 East Thayer Avenue
Bismarck, ND 58501

If for some reason you are unable to deliver or mail this ballot in the time allotted, you are encouraged to contact Mona Livdahl at 701-222-3499. Should you lose this ballot, a written letter either in favor or opposed to the project shall be considered adequate as long as it is received within the allotted time period. In addition should you wish to rescind your vote you may do so, in writing only, at any time within the allotted time period. The Burleigh County Water Resource Board will review the vote totals at their July 14, 2015 meeting, and if favorable will proceed toward construction in 2016.

If you have questions regarding this ballot or the project, please contact Michael H. Gunsch, Houston Engineering, Inc. at 701-323-0200.

_____ _____
Signature of Owner Date

_____ _____
Signature of Owner Date

Missouri River Correctional Center Flood Control Project - 4/27/2015

Parcel ID	Owner	Property Address	Mailing Address	Mailing City	Mailing Zip	Benefit Area	% Benefit	Assessment With SWC Cost Share
38-138-80-00-19-220	NELSON, JEFFREY M & MARY ELLEN	3640 ENGLAND ST	3640 ENGLAND ST	BISMARCK ND	58504-8961	2.13	0.5	$ 3,506.07
38-138-80-00-19-250	MILLER, RANDALL R & ELIZABETH	3918 ENGLAND ST	3918 ENGLAND ST	BISMARCK ND	58504-8969	3.15	0.5	$ 3,506.07
38-138-80-00-19-255	SANDERS, BONNIE	3910 ENGLAND ST	3910 ENGLAND ST	BISMARCK ND	58504-8969	5.27	0.75	$ 5,259.11
38-138-80-00-19-270	MATTHEWS, BRIAN & JENNIFER	3912 ENGLAND ST	3912 ENGLAND ST	BISMARCK ND	58504	2.87	0.5	$ 3,506.07
38-138-80-00-19-271	MILLER, RANDALL & ELIZABETH		3918 ENGLAND ST	BISMARCK ND	58504	0.24	0.1	$ 701.21
38-138-80-00-19-275	HEATON, MATTHEW P	3908 ENGLAND ST	3908 ENGLAND ST	BISMARCK ND	58504	3.12	0.5	$ 3,506.07
38-138-80-00-19-825	JACOBSON, LAUREEN W	4310 ENGLAND ST	4220 ENGLAND ST	BISMARCK ND	58504-8963	9.93	0.75	$ 5,259.11
38-138-80-00-20-810	ROSWICK, ROBERT J & JULIE F	4315 ENGLAND ST	4315 ENGLAND ST	BISMARCK ND	58504-8970	36.88	1	$ 7,012.15
38-138-80-00-20-850	LANGER, GARY L	4620 S WASHINGTON ST	4620 S WASHINGTON ST	BISMARCK ND	58504-8014	1.64	0.5	$ 3,506.07
38-138-80-00-20-855	ZIEGLER, RAYMOND & TERRI		PO BOX 1212	BISMARCK ND	58502	0.3	0.1	$ 701.21
38-138-80-00-20-860	NELSON,STEVEN & WEIGEL,LUCILLE	280 SW 48TH AV	280 48TH AVE SW	BISMARCK ND	58504-8901	0.48	0.1	$ 701.21
38-138-80-00-20-875	ESHOO, NORMAN S & JUDY D	680 SW 48TH AV	680 48TH AVE SW	BISMARCK ND	58504-8959	12.19	1	$ 7,012.15
38-138-80-00-20-880	LEMER, JERID L & RAELENE M	540 SW 48TH AV	540 48TH AVE SW	BISMARCK ND	58504-8958	2.04	0.5	$ 3,506.07
38-138-80-00-20-882	ZIEGLER, RAYMOND & TERRI	213 SW 48TH AV	PO BOX 1212	BISMARCK ND	58502	1.17	0.5	$ 3,506.07
38-138-80-00-20-886	SIEMS, BURT F & EMMA & SIEMS,>	580 SE 48TH AV	222 W OWENS AV	BISMARCK ND	58501	4.15	0.5	$ 3,506.07
38-138-80-00-20-888	BOUCHE, KELLY M & CANDICE J	380 SW 48TH AV	515 N 16TH ST	BISMARCK ND	58501	1.56	0.5	$ 3,506.07
38-138-80-00-20-890	KVANDE, DEBORAH		302 E 3RD AVE S	CAVALIER ND	58220-4205	2.7	0.5	$ 3,506.07
38-138-80-00-20-892	SLETTEN, OLE T & GIENGER,RANEE		2500 RIVER RD	HENSLER ND	58530-9500	3.5	0.5	$ 3,506.07
38-138-80-00-20-894	SLETTEN, OLE T & GIENGER,RANEE	310 SW 48TH AV	2500 RIVER RD	HENSLER ND	58530-9500	1.96	0.5	$ 3,506.07
38-138-80-02-01-010	HEINERT, TED & NANETTE	4704 WHITE TAIL LA	3749 MONTREAL ST	BISMARCK ND	58503	2.15	0.5	$ 3,506.07
38-138-80-02-01-020	KOVASH, TODD M & KRISTI J	4604 WHITE TAIL LA	4604 WHITE TAIL LN	BISMARCK ND	58504	2.14	0.5	$ 3,506.07
38-138-80-02-01-030	BOND, ROBERT & VIRGEAN	4520 WHITE TAIL LA	4520 WHITE TAIL LN	BISMARCK ND	58504-3660	2.15	0.5	$ 3,506.07
38-138-80-02-01-040	DINGUS, PATRICK & ROSALIE	4512 WHITE TAIL LA	4512 WHITETAIL LN	BISMARCK ND	58504	2.15	0.5	$ 3,506.07
38-138-80-02-01-050	THOMPSON, MATTHEW A & JEANENE	4480 WHITE TAIL LA	3207 E AVENUE C	BISMARCK ND	58501	2.15	0.5	$ 3,506.07
38-138-80-02-02-010	ANDERSON, JORDAN & KARI	4601 WHITE TAIL LA	4601 WHITE TAIL LN	BISMARCK ND	58504	2	0.5	$ 3,506.07
38-138-80-02-02-020	RADER, BARRY & CAREY	4604 HUBER DR	1108 WESTWOOD ST	BISMARCK ND	58504	2	0.5	$ 3,506.07
38-138-80-02-02-030	PIATZ, MICHAEL	4704 HUBER DR	4704 HUBER DR	BISMARCK ND	58504	1.98	0.5	$ 3,506.07
38-138-80-02-02-040	FROELICH, MARK & CARO_	4701 WHITE TAIL LA	4701 WHITETAIL LN	BISMARCK ND	58504	2.03	0.5	$ 3,506.07
38-138-80-02-03-010	MUEHLER, MICHAEL & SUSAN	4501 HUBER DR	4501 HUBER DR	BISMARCK ND	58504-8652	2.18	0.5	$ 3,506.07
38-138-80-02-03-020	MEYHOFF, BRUCE & ROBIN	4601 HUBER DR	4601 HUBER DR	BISMARCK ND	58504	2.18	0.5	$ 3,506.07
38-138-80-02-03-030	SCHMIDT, THOMAS & CARISSA	4701 HUBER DR	1308 N 11TH ST	BISMARCK ND	58501-2704	2.15	0.5	$ 3,506.07
38-138-80-03-01-010	SPLONSKOWSKI, TIMOTHY	106 ASHLEE AV	823 LAMBTON AVE #3	BISMARCK ND	58504	2.1	0.5	$ 3,506.07
38-138-80-03-01-020	JOHNSON, MICHAEL P & KIMBERLY	130 ASHLEE AV	704 DOVER DR	BISMARCK ND	58504	1.18	0.25	$ 1,753.04
38-138-80-03-01-030	RONINGEN, MARK W & YELENA	216 ASHLEE AV	216 ASHLEE AVE	BISMARCK ND	58504	1.83	0.25	$ 1,753.04
38-138-80-03-01-040	SENGER, BRYAN L & LORRAINE	308 ASHLEE AV	308 ASHLEE AVE	BISMARCK ND	58504-8827	2.1	0.5	$ 3,506.07
38-138-80-03-01-050	SCHANER, ROBIN L & LANEE E	400 ASHLEE AV	400 ASHLEE AVE	BISMARCK ND	58504-8831	2.1	0.5	$ 3,506.07
38-138-80-03-02-010	GEIGER, DANIEL & MARILYN	4026 DANIEL ST	1702 W WICHITA DR	BISMARCK ND	58504	2.03	0.5	$ 3,506.07
38-138-80-03-02-020	SCHMITCKE, GARY & BARBARA	4114 DANIEL ST	4114 DANIEL ST	BISMARCK ND	58504-8845	1.91	0.5	$ 3,506.07
38-138-80-03-02-030	WYNVEEN, JOSHUA A & KELLY L	4126 DANIEL ST	4126 DANIEL ST	BISMARCK ND	58504	1.35	0.25	$ 1,753.04
38-138-80-03-03-010	STEFFES, CLARENCE & MARJO	4115 DANIEL ST	4115 DANIEL ST	BISMARCK ND	58504	2	0.5	$ 3,506.07
38-138-80-03-03-020	KLEIN, JEROME & HELEN	407 ASHLEE AV	1706 SO RENO DR	BISMARCK ND	58504-7064	2	0.5	$ 3,506.07
38-138-80-03-03-030	ELL, TODD & LORI	ASHLEE AV	2519 COOLIDGE AVE	BISMARCK ND	58501-2264	2	0.5	$ 3,506.07
38-138-80-03-03-040	KASEMAN, LENORE	223 ASHLEE AV	223 ASHLEE AVE	BISMARCK ND	58504	2	0.5	$ 3,506.07
38-138-80-03-03-050	KLEIN, JASON	201 ASHLEE AV	3805 BAY SHORE BEND SE	MANDAN ND	58554-6305	2	0.5	$ 3,506.07
38-138-80-03-03-060	FRYSUE, THOMAS V & JUDITH H	218 GLENWOOD DR	218 GLENWOOD DR	BISMARCK ND	58504	2	0.5	$ 3,506.07
38-138-80-03-03-070	WERNER, JACK A & BONNIE L	310 GLENWOOD DR	39 CAPTAIN MARSH DR	MANDAN ND	58554	2	0.5	$ 3,506.07
38-138-80-03-03-080	STEWART, NATHAN J & KATIE C	328 GLENWOOD DR	328 GLENWOOD DR	BISMARCK ND	58504	2	0.5	$ 3,506.07
38-138-80-03-03-090	SENGER, BRYAN L & LORRAINE F	418 GLENWOOD DR	308 ASHLEE AVE	BISMARCK ND	58504	2	0.5	$ 3,506.07
38-138-80-03-03-100	KISSE, JOHN A	512 GLENWOOD DR	PO BOX 562	BISMARCK ND	58502-0562	2	0.5	$ 3,506.07
38-138-80-03-04-010	BECK, DEAN M & TRACY L	119 GLENWOOD DR	119 GLENDWOOD DR	BISMARCK ND	58504	2	0.5	$ 3,506.07
38-138-80-03-04-020	SENGER, BRYAN L & LORRAINE F	219 GLENWOOD DR	308 ASHLEE AVE	BISMARCK ND	58504	2.22	0.5	$ 3,506.07
38-138-80-03-04-030	WANNER, JESSE &	303 GLENWOOD DR	308 GLENWOOD DR	BISMARCK ND	58504	2.22	0.5	$ 3,506.07
38-138-80-03-04-040	WELTON, MATTHEW J & >	319 GLENWOOD DR	319 GLENWOOD DR	BISMARCK ND	58504-8025	2	0.5	$ 3,506.07
38-138-80-03-04-050	DOUGHERTY, MARK & MARLYS J	409 GLENWOOD DR	409 GLENWOOD DR	BISMARCK ND	58504-8026	2	0.5	$ 3,506.07
38-138-80-03-04-060	CLARK, JESSE D & SARA M	4405 LUCAS ST	4405 LUCAS ST	BISMARCK ND	58504	2	0.5	$ 3,506.07
38-138-80-03-04-070	CROTEAU, JAMES E & LYNN A	408 COURTNEY C	1624 N LYNCH	MESA AZ	85207-3181	1.49	0.5	$ 3,506.07
38-138-80-03-04-080	HAGEN, DUSTIN L & TRISHA E	324 COURTNEY C	PO BOX 358	BISMARCK ND	58502	1.5	0.5	$ 3,506.07
38-138-80-03-04-090	HARTMAN, CINDY	331 COURTNEY C	6700 KINGSWOOD RD	BISMARCK ND	58503-9255	1.62	0.5	$ 3,506.07
38-138-80-03-04-100	FAHRNI, LOWELL & CORRIN	4420 S WASHINGTON ST	4420 S WASHINGTON ST	BISMARCK ND	58504	1.5	0.5	$ 3,506.07

Total Assessed Percentage	72.45
Total Assessed Value	$ 508,030.00
Total Assessment Per Area	$ 7,012.15

38-138-80-03-04-110	JACOBSON, COLT A & JENNA M	320 SHEEHAN RD	12045 99TH AVE SE	BISMARCK ND	58504	2	0.5	$	3,506.07
38-138-80-03-04-120	TABORSKY, LARRY & AMY	413 COURTNEY CI	2810 NORWOOD LN	VENICE FL	34292-2415	2	0.5	$	3,506.07
38-138-80-03-05-010	SAND, ROSELLEN M	527 SHEEHAN RD	527 SHEEHAN RD	BISMARCK ND	58504	2	0.5	$	3,506.07
38-138-80-03-05-020	SCHOCK, DARIN L & STACY L	509 SHEEHAN RD	509 SHEEHAN RD	BISMARCK ND	58504	2	0.5	$	3,506.07
38-138-80-03-05-030	ELSBERRY, TERRY & JULIE	421 SHEEHAN RD	3960 HWY 2 & 52 W	MINOT ND	58701-7813	2	0.5	$	3,506.07
38-138-80-03-05-040	UNRATH, CHAD & ERICA	325 SHEEHAN RD	325 SHEEHAN RD	BISMARCK ND	58504	1.52	0.5	$	3,506.07
38-138-80-03-06-010	KELLER, KEN & MARION	4309 DANIEL ST	3723 RUSSETT LN	NORTHBROOK IL	60062-4254	2	0.5	$	3,506.07
38-138-80-03-06-020	BERGSTROM, DENNIS & SANDY	4314 LUCAS ST	33 LITTLE KNIFE	NEW TOWN ND	58763	2	0.5	$	3,506.07
38-138-80-03-06-030	ARTZ, JONATHAN D & LOREN L	506 KAMBRI CI	506 KAMBRI CI	BISMARCK ND	58504-7511	1.62	0.5	$	3,506.07
38-138-80-03-06-040	SELK, RODY & JENNIFER	4403 DANIEL ST	4403 DANIEL ST	BISMARCK ND	58504	1.62	0.5	$	3,506.07
38-138-80-03-06-050	BOECKEL, TRAVIS L & ALICA M	517 KAMBRI CI	517 KAMBRI CIR	BISMARCK ND	58504	1.51	0.5	$	3,506.07
38-138-80-03-06-060	HILL, JASON D	505 KAMBRI CI	PO BOX 273	STANTON ND	58571	1.5	0.5	$	3,506.07
38-138-80-03-06-070	HODGE, TIFFANY A	4520 LUCAS ST	409 SOUTHWOOD AVE	BISMARCK ND	58504-6258	2	0.5	$	3,506.07
38-138-80-03-06-080	SAND, ROSELLEN M	526 SHEEHAN RD	527 SHEEHAN RD	BISMARCK ND	58504	2	0.5	$	3,506.07
38-138-80-03-07-010	WOODKE, STEVEN P & LEAH R	4306 DANIEL ST	4306 DANIEL ST	BISMARCK ND	58504	2	0.5	$	3,506.07
38-138-80-03-07-020	THOMPSON, ROGER W & SANDY K	4324 DANIEL ST	4324 DANIEL ST	BISMARCK ND	58504-8825	1.56	0.5	$	3,506.07
38-138-80-03-07-030	SORENSON, DAVID & JESSICA	4406 DANIEL ST	4406 DANIEL ST	BISMARCK ND	58504	1.6	0.5	$	3,506.07
38-138-80-0A-01-010	FERDERER, WAYNE R & JACQUI J	3550 ENGLAND ST	3550 ENGLAND ST	BISMARCK ND	58504-8967	3.85	0.25	$	1,753.04
38-138-80-0D-01-010	GJESTVANG, RORY	3500 ENGLAND ST	3500 ENGLAND ST	BISMARCK ND	58504-8967	0.82	0.1	$	701.21
38-138-80-0E-01-010	HUBER, GARY L & GEORGIE ANN	4500 THORNBURG DR	4500 THORNBURG DR	BISMARCK ND	58504	5.08	0.75	$	5,259.11
38-138-80-0G-01-010	NELSON, GREGORY T	3760 ENGLAND ST	3760 ENGLAND ST	BISMARCK ND	58504-8968	2.03	0.5	$	3,506.07
38-138-80-0G-01-020	NELSON, GREGORY T	1604 SCOUT ST	3760 ENGLAND ST	BISMARCK ND	58504-8968	2.07	0.5	$	3,506.07
38-138-80-0G-01-030	NELSON BUILDERS LLC	1700 SCOUT ST	1205 VOYAGER DR	BISMARCK ND	58504	2.21	0.5	$	3,506.07
38-138-80-0G-01-040	HUBBARD, MATTHEW & GWEN	3710 ENGLAND ST	3710 ENGLAND ST	BISMARCK ND	58504-8968	2.92	0.5	$	3,506.07
38-138-80-0G-01-050	HUBBARD, MATTHEW & GWEN	1730 SCOUT ST	3710 ENGLAND ST	BISMARCK ND	58504-8968	1.54	0.5	$	3,506.07
38-138-80-0G-01-060	ANDRE, ANN	1740 SCOUT ST	2200 FAR WEST DR	BISMARCK ND	58504-8835	1.55	0.5	$	3,506.07
38-138-80-0G-02-010	BALZER, GENE K & LORI A	1517 SCOUT ST	1517 SCOUT ST	BISMARCK ND	58504	1.31	0.5	$	3,506.07
38-138-80-0G-02-020	WHITTEMORE, DAVID & PAMELA	1601 SCOUT ST	1834 E CAPITOL AVE #234	BISMARCK ND	58501	1.3	0.5	$	3,506.07
38-138-80-0G-02-030	PRESZLER, DALE & KRISTI	1617 SCOUT ST	1617 SCOUT ST	BISMARCK ND	58504-8835	1.32	0.5	$	3,506.07
38-138-80-0G-02-040	HEINERT, RAYMOND A & BECKY K	1701 SCOUT ST	1701 SCOUT ST	BISMARCK ND	58504	1.28	0.5	$	3,506.07
38-138-80-0G-02-050	TORGERSON, EARL T & PAMELA J	1717 SCOUT ST	1733 SCOUT ST	BISMARCK ND	58504-8849	1.43	0.5	$	3,506.07
38-138-80-0G-02-060	TORGERSON, EARL T & PAMELA J	1733 SCOUT ST	1733 SCOUT ST	BISMARCK ND	58504-8849	1.67	0.5	$	3,506.07
38-138-80-0J-01-010	DEICHERT, RYAN & SARA	3820 ENGLAND ST	414 N 22ND ST	BISMARCK ND	58501	1.59	0.5	$	3,506.07
38-138-80-14-01-010	BLOTSKE, ALLEN & JOANN	4110 ENGLAND ST	4110 ENGLAND ST	BISMARCK ND	58504-8990	3.62	0.5	$	3,506.07
38-138-80-14-01-015	BLOTSKE, ALLEN & JOANN	4106 ENGLAND ST	4110 ENGLAND ST	BISMARCK ND	58504-8990	1.49	0.5	$	3,506.07
38-138-80-21-01-010	FAZEKAS, MICHAEL & LORETTA	3906 ENGLAND ST	3906 ENGLAND ST	BISMARCK ND	58504	1.56	0.5	$	3,506.07
38-138-80-21-01-020	FAZEKAS, MICHAEL & LORETTA	3902 ENGLAND ST	3906 ENGLAND ST	BISMARCK ND	58504	1.57	0.5	$	3,506.07
38-138-80-22-01-010	JACOBSON, LAUREEN W	4220 ENGLAND ST	4220 ENGLAND ST	BISMARCK ND	58504-8963	5	0.5	$	3,506.07
38-138-80-24-01-010	LIPP, TOM & KATHY	4744 THORNBURG DR	4744 THORNBURG DR	BISMARCK ND	58504-8812	1.91	0.5	$	3,506.07
38-138-80-24-01-020	SPEIDEL, JERRY & DONNA	4660 THORNBURG DR	4660 THORNBURG DR	BISMARCK ND	58504-8810	1.99	0.5	$	3,506.07
38-138-80-24-01-030	MUEHLER, WAYNE A	4580 THORNBURG DR	4580 THORNBURG DR	BISMARCK ND	58504-8808	1.98	0.5	$	3,506.07
38-138-80-24-02-010	LADUCER, JAMES K	4745 THORNBURG DR	4616 EARHART DR	BISMARCK ND	58504	1.89	0.5	$	3,506.07
38-138-80-24-02-020	ZAINHOFSKY,FREDERICK J & MYRNA	4655 THORNBURG DR	1207 S 7TH ST	BISMARCK ND	58504-6536	1.97	0.5	$	3,506.07
38-138-80-24-02-030	ZAINHOFSKY, JON F & KATI L	4505 THORNBURG DR	4505 THORNBURG DR	BISMARCK ND	58504-8808	1.97	0.5	$	3,506.07
38-138-80-24-02-040	OLHEISER, CASEY & LACEY	4435 THORNBURG DR	4435 THORNBURG DR	BISMARCK ND	58504	2	0.5	$	3,506.07
38-138-80-24-02-050	ROGSTAD, DAVID	4600 DOWNING ST	4600 DOWNING ST	BISMARCK ND	58504	1.95	0.5	$	3,506.07
38-138-80-24-02-060	COLLING, MICHEAL & JAN	4700 DOWNING ST	4700 DOWNING ST	BISMARCK ND	58504 8816	1.95	0.5	$	3,506.07
38-138-80-24-02-070	HOUSE, RYAN B	4730 DOWNING ST	4730 DOWNING ST	BISMARCK ND	58504	1.84	0.5	$	3,506.07
38-138-80-24-03-010	BEAN, DAMIAN & LISA	4735 DOWNING ST	4735 DOWNING ST	BISMARCK ND	58504-8817	1.86	0.5	$	3,506.07
38-138-80-24-03-020	HELLMAN, KORY D & TANIA	4705 DOWNING ST	4705 DOWNING ST	BISMARCK ND	58504	1.95	0.5	$	3,506.07
38-138-80-24-03-030	BRAUNBERGER, GARY S & JODY L	4607 DOWNING ST	4525 DOWNING ST	BISMARCK ND	58504-8804	1.96	0.5	$	3,506.07
38-138-80-24-03-040	BRAUNBERGER, GARY S & JODY L	4525 DOWNING ST	4525 DOWNING ST	BISMARCK ND	58504-8804	1.95	0.5	$	3,506.07
38-138-80-24-03-050	NEUMANN, CASEY J & GENA M	4429 DOWNING ST	4429 DOWNING ST	BISMARCK ND	58504	1.95	0.5	$	3,506.07
38-138-80-24-04-010	SMITH, STEPHANIE A	4420 THORNBURG DR	4420 THORNBURG DR	BISMARCK ND	58504	1.97	0.5	$	3,506.07
38-138-80-24-04-020	BURTNESS, JASON; JORJA, KRISTI	4440 THORNBURG DR	4440 THORNBURG DR	BISMARCK ND	58504	2.2	0.5	$	3,506.07
38-138-80-27-01-010	WETCH, TIM & CARLA	4002 ENGLAND ST	3924 ENGLAND ST	BISMARCK ND	58504	0.29	0.1	$	701.21
38-138-80-27-01-020	IGOE, CODY	4022 ENGLAND ST	815 N 32ND ST	BISMARCK ND	58501	1.5	0.5	$	3,506.07
38-138-80-27-01-030	MILLER, DENNIS S & TAMARA M	4050 ENGLAND ST	4030 ENGLAND ST	BISMARCK ND	58504	3.09	0.5	$	3,506.07
38-138-80-27-01-043	STEELE, CHAD &	4100 ENGLAND ST	605 YORKSHIRE LN	BISMARCK ND	58504	1.5	0.5	$	3,506.07
38-138-80-27-01-050	ECKROTH, RODNEY & LUWANNA	4304 ENGLAND ST	4330 ENGLAND ST	BISMARCK ND	58504	1.55	0.5	$	3,506.07
38-138-80-27-01-060	ECKROTH, RODNEY & LUWANNA	4330 ENGLAND ST	4330 ENGLAND ST	BISMARCK ND	58504	7.59	0.75	$	5,259.11
38-138-80-35-01-010	LEINUS, NEIL C & JANE K	4403 GLENWOOD DR	1119 UNIVERSITY DR #1324	BISMARCK ND	58504	1.21	0.25	$	1,753.04
38-138-80-35-01-020	SCHMIDT, DAN & MICHELLE	4423 GLENWOOD DR	1524 OMAHA DRIVE	BISMARCK ND	58504-7126	0.27	0.1	$	701.21
38-138-80-35-02-010	LADUCER, JAMES K & SUSAN C	4404 GLENWOOD DR	4616 EARHART LN	BISMARCK ND	58504-7681	2.02	0.5	$	3,506.07
38-138-80-35-02-020	POLLERT, WYATT W & KELLY L	4444 GLENWOOD DR	4444 GLENWOOD DR	BISMARCK ND	58504-8067	1.66	0.25	$	1,753.04

38-138-80-35-02-030	POLLERT, WYATT W & KELLY L	4488 GLENWOOD DR	4444 GLENWOOD DR	BISMARCK ND	58504	1.21	0.25	$	1,753.04
38-138-80-35-02-040	LADUCER, JAMES K & SUSAN C	4504 EARHART LA	4616 EARHART LN	BISMARCK ND	58504-7681	1.29	0.25	$	1,753.04
38-138-80-35-02-050	LADUCER, JAMES K & SUSAN C	4535 EARHART LA	4616 EARHART LN	BISMARCK ND	58504-7681	2.18	0.5	$	3,506.07
38-138-80-35-02-060	LADUCER, JAMES K & SUSAN C		4616 EARHART LN	BISMARCK ND	58504-7681	2.02	0.5	$	3,506.07
38-138-80-35-02-080	LADUCER, JAMES K & SUSAN C	4616 EARHART LA	4616 EARHART LN	BISMARCK ND	58504-7681	4.12	0.5	$	3,506.07
38-138-80-35-02-090	GAYTON, ROBERT H & ROXANA M	4700 EARHART LA	4700 EARHART LN	BISMARCK ND	58504-7679	1.94	0.5	$	3,506.07
38-138-80-35-02-100	STUMPF, CLIFFORD J	4730 EARHART LA	4730 EARHART LN	BISMARCK ND	58504-7679	1.94	0.5	$	3,506.07
38-138-80-35-03-010	MARTELL, IRENE M	4733 EARHART LA	4733 EARHART LN	BISMARCK ND	58504-7679	2.43	0.5	$	3,506.07
38-138-80-35-03-020	FETCH, KENNETH	4701 EARHART LA	4701 EARHART LN	BISMARCK ND	58504-7679	2	0.5	$	3,506.07
38-138-80-35-03-030	WAGNER, FRANKLIN & ANGELINE	4611 EARHART LA	4611 EARHART LN	BISMARCK ND	58504-7681	2.05	0.5	$	3,506.07
38-138-80-35-03-040	AXVIG, RANDY & SUSAN	4550 GLENWOOD DR	4550 GLENWOOD DR	BISMARCK ND	58504-8000	1.59	0.25	$	1,753.04
38-138-80-35-03-050	PUKLICH, ELYSE L & >	4570 GLENWOOD DR	4570 GLENWOOD DR	BISMARCK ND	58504	1.31	0.25	$	1,753.04
38-138-80-35-03-060	RAKOWSKI, RANDY L & JANA L	4620 GLENWOOD DR	4620 GLENWOOD DR	BISMARCK ND	58504-8003	1.17	0.25	$	1,753.04
38-138-80-35-03-070	SKJONSBY, RICHARD W &	4646 GLENWOOD DR	PO BOX 4105	BISMARCK ND	58502-4105	2.31	0.25	$	1,753.04
38-138-80-35-03-090	REUTHER, WAYNE A & KAREN L	4746 GLENWOOD DR	4746 GLENWOOD DR	BISMARCK ND	58504-8066	3.37	0.5	$	3,506.07
38-138-80-50-00-010	HARILDSTAD, DERRICK & NICOLE	4730 S WASHINGTON ST	4730 S WASHINGTON ST	BISMARCK ND	58504-8016	1.23	0.5	$	3,506.07
38-138-80-61-01-010	LARSON, DAVID K & DEBORAH A	3600 ENGLAND ST	3600 ENGLAND ST	BISMARCK ND	58504	3.58	0.25	$	1,753.04
38-138-80-61-01-020	BOGERT, MARK W & DEBORAH	3700 ENGLAND ST	3700 ENGLAND ST	BISMARCK ND	58504-8968	2.4	0.5	$	3,506.07
38-138-80-67-01-010	ZOLLER, WILLIAM & SHERYL	160 SW 48TH AV	160 SW 48TH AVE	BISMARCK ND	58504	1.05	0.1	$	701.21
38-138-80-73-01-010	HAUSAUER, LORI J	4430 S WASHINGTON ST	4430 S WASHINGTON ST	BISMARCK ND	58503-8010	1.91	0.5	$	3,506.07
38-138-80-73-01-020	THOMPSON, ROBERT W & LAVERNE	4410 S WASHINGTON ST	4410 S WASHINGTON ST	BISMARCK ND	58504-8010	1.5	0.5	$	3,506.07
38-138-80-76-01-010	MOSER, WADE & LYNN	3425 ENGLAND ST	1105 W BURLEIGH AVE	BISMARCK ND	58504	1.77	0.25	$	1,753.04
38-138-80-81-03-090	NEUMANN, CASEY & GENA		4429 DOWNING ST	BISMARCK ND	58504	1.6	0.5	$	3,506.07
38-138-80-83-01-010	LARSON, DAVID K & DEBORAH A		3600 ENGLAND ST	BISMARCK ND	58504	1.47	0.25	$	1,753.04
38-138-80-89-01-010	STUMPF, DANA	110 SHEEHAN RD	110 SHEENAN RD	BISMARCK ND	58504-8978	1.95	0.5	$	3,506.07
38-138-80-89-01-030	KLEIN, MARK & RENEA	200 SHEEHAN RD	200 SHEEHAN RD	BISMARCK ND	58504-8972	1.99	0.5	$	3,506.07
38-138-80-89-01-050	GOETZFRIED, DARRIN M & TRCEY A	230 SHEEHAN RD	230 SHEEHAN RD	BISMARCK ND	58504-8972	2.15	0.5	$	3,506.07
38-138-80-89-02-010	FISCHER, RANDAL L & STACY J	201 SHEEHAN RD	201 SHEEHAN RD	BISMARCK ND	58504-8972	2.03	0.5	$	3,506.07
38-138-80-89-02-020	REICHERT, MATHEW E & SHELLY M	231 SHEEHAN RD	231 SHEEHAN RD	BISMARCK ND	58504	1.86	0.5	$	3,506.07
38-138-80-91-01-010	WETCH, TIMOTHY P & CARLA M	3924 ENGLAND ST	3924 ENGLAND ST	BISMARCK ND	58504-8969	2.47	0.5	$	3,506.07

$ 508,030.03

38

Affidavit of Mailing

Missouri River Correctional Center
Flood Control Project

The undersigned does hereby certify that the attached Notice of Public Hearing and Assessment List were mailed to all prospective voters on behalf of the Burleigh County Water Resource District on April 29, 2015.

Mona Livdahl aka. Ramona Livdahl

Mona Livdahl
Administrative Secretary
Burleigh County Water Resource District

Sworn and subscribed to before me this 29 day of April, 2015 in Burleigh County, ND.

Notary Public in and for the State of North Dakota

AMANDA GIENGER
Notary Public
State of North Dakota
My Commission Expires February 20, 2021

38-138-80-02-02-010
ANDERSON, JORDAN & KARI
4601 WHITE TAIL LN
BISMARCK ND 58504

38-138-80-35-03-040
AXVIG, RANDY & SUSAN
4550 GLENWOOD DR
BISMARCK ND 58504-8000

38-138-80-03-04-010
BECK, DEAN M & TRACY L
119 GLENDWOOD DR
BISMARCK ND 58504

38-138-80-14-01-015
BLOTSKE, ALLEN & JOANN
4110 ENGLAND ST
BISMARCK ND 58504-8990

38-138-80-02-01-030
BOND, ROBERT & VIRGEAN
4520 WHITE TAIL LN
BISMARCK ND 58504-8600

38-138-80-24-03-040
BRAUNBERGER, GARY S & JODY L
4525 DOWNING ST
BISMARCK ND 58504-8804

38-138-80-24-02-060
COLLING, MICHEAL & JAN
4700 DOWNING ST
BISMARCK ND 58504-8816

38-138-80-02-01-040
DINGUS, PATRICK & ROSALIE
4512 WHITETAIL LN
BISMARCK ND 58504

38-138-80-27-01-060
ECKROTH, RODNEY & LUWANNA
4330 ENGLAND ST
BISMARCK ND 58504

38-138-80-00-20-875
ESHOO, NORMAN S & JUDY D
680 48TH AVE SW
BISMARCK ND 58504-8959

38-138-80-0G-01-060
ANDRE, ANN
2200 FAR WEST DR
BISMARCK ND 58504-8835

38-138-80-0G-02-010
BALZER, GENE K & LORI A
1517 SCOUT ST
BISMARCK ND 58504

38-138-80-03-06-020
BERGSTROM, DENNIS & SANDY
33 LITTLE KNIFE
NEW TOWN ND 58763

38-138-80-03-06-050
BOECKEL, TRAVIS L & ALICIA M
517 KAMBRI CIR
BISMARCK ND 58504

38-138-80-00-20-888
BOUCHE, KELLY M & CANDICE J
515 N 16TH ST
BISMARCK ND 58501

38-138-80-24-04-020
BURTNESS, JASON; JORJA; KRISTI
4440 THORNBURG DR
BISMARCK ND 58504

38-138-80-03-04-070
CROTEAU, JAMES E & LYNN A
1624 N LYNCH
MESA AZ 85207-3181

38-138-80-03-04-050
DOUGHERTY, MARK & MARLYS J
409 GLENWOOD DR
BISMARCK ND 58504-8026

38-138-80-03-03-030
ELL, TODD & LORI
2519 COOLIDGE AVE
BISMARCK ND 58501-2264

38-138-80-03-04-100
FAHRNI, LOWELL & CORRIN
4420 S WASHINGTON ST
BISMARCK ND 58504

38-138-80-03-06-030
ARTZ, JONATHAN D & LOREN L
506 KAMBRI CI
BISMARCK ND 58504-7511

38-138-80-24-03-010
BEAN, DAMIAN & LISA
4735 DOWNING ST
BISMARCK ND 58504-8817

38-138-80-14-01-010
BLOTSKE, ALLEN & JOANN
4110 ENGLAND ST
BISMARCK ND 58504-8990

38-138-80-61-01-030
BOGERT, MARK W & DEBORAH
3700 ENGLAND ST
BISMARCK ND 58504-8968

38-138-80-24-03-030
BRAUNBERGER, GARY S & JODY L
4525 DOWNING ST
BISMARCK ND 58504-8804

38-138-80-03-04-060
CLARK, JESSE D & SARA M
4405 LUCAS ST
BISMARCK ND 58504

38-138-80-0J-01-010
DEICHERT, RYAN & SARA
414 N 22ND ST
BISMARCK ND 58501

38-138-80-27-01-050
ECKROTH, RODNEY & LUWANNA
4330 ENGLAND ST
BISMARCK ND 58504

38-138-80-03-05-030
ELSBERRY, TERRY & JULIE
3900 HWY 2 & 52 W
MINOT ND 58701-2813

38-138-80-21-01-010
FAZEKAS, MICHAEL & LORETTA
3906 ENGLAND ST
BISMARCK ND 58504

38-138-80-21-01-020
FAZEKAS, MICHAEL &
LORETTA
3906 ENGLAND ST
BISMARCK ND 58504

38-138-80-0A-01-010
FERDERER, WAYNE R &
JACQUI J
3550 ENGLAND ST
BISMARCK ND 58504-8967

38-138-80-35-03-020
FETCH, KENNETH
4701 EARHART LN
BISMARCK ND 58504-7679

38-138-80-89-02-010
FISCHER, RANDAL L &
STACY J
201 SHEEHAN RD
BISMARCK ND 58504-8972

38-138-80-02-02-040
FROELICH, MARK & CAROL
4701 WHITETAIL LN
BISMARCK ND 58504

38-138-80-03-03-060
FRYSLIE, THOMAS V &
JUDITH H
218 GLENWOOD DR
BISMARCK ND 58504

38-138-80-35-02-090
GAYTON, ROBERT H &
ROXANA M
4700 EARHART LN
BISMARCK ND 58504-7679

38-138-80-03-02-010
GEIGER, DANIEL &
MARILYN
1702 W WICHITA DR
BISMARCK ND 58504

38-138-80-0D-01-010
GJESTVANG, RORY
3500 ENGLAND ST
BISMARCK ND 58504-8967

38-138-80-89-01-030
GOETZFRIED, DARRIN M &
TRCEY A
230 SHEEHAN RD
BISMARCK ND 58504-8972

38-138-80-03-04-080
HAGEN, DUSTIN L &
TRISHA E
PO BOX 338
BISMARCK ND 58502

38-138-80-50-00-010
HARILDSTAD, DERRICK &
NICOLE
4730 S WASHINGTON ST
BISMARCK ND 58504-8016

38-138-80-03-04-090
HARTMAN, CINDY
6700 KINGSWOOD RD
BISMARCK ND 58503-9255

38-138-80-73-01-010
HAUSAUER, LORI J
4430 S WASHINGTON ST
BISMARCK ND 58503-8010

38-138-80-00-19-275
HEATON, MATTHEW P
3908 ENGLAND ST
BISMARCK ND 58504

38-138-80-0G-02-040
HEINERT, RAYMOND A &
BECKY K
1701 SCOUT ST
BISMARCK ND 58504

38-138-80-02-01-010
HEINERT, TED & NANETTE
3749 MONTREAL ST
BISMARCK ND 58503

38-138-80-24-03-020
HELLMAN, KORY D &
TANIA
4705 DOWNING ST
BISMARCK ND 58504

38-138-80-03-06-060
HILL, JASON D
PO BOX 273
STANTON ND 58571

38-138-80-03-06-070
HODGE, TIFFANY A
409 SOUTHWOOD AVE
BISMARCK ND 58504-6258

38-138-80-24-02-070
HOUSE, RYAN B
4730 DOWNING ST
BISMARCK ND 58504

38-138-80-0G-01-040
HUBBARD, MATTHEW &
GWEN
3710 ENGLAND ST
BISMARCK ND 58504-8968

38-138-80-0G-01-050
HUBBARD, MATTHEW &
GWEN
3710 ENGLAND ST
BISMARCK ND 58504-8968

38-138-80-0E-01-010
HUBER, GARY L &
GEORGIE ANN
4500 THORNBURG DR
BISMARCK ND 58504

38-138-80-27-01-020
IGOE, CODY
815 N 32ND ST
BISMARCK ND 58501

38-138-80-03-04-110
JACOBSON, COLT A &
JENNA M
12045 89TH AVE SE
BISMARCK ND 58504

38-138-80-00-19-825
JACOBSON, LAUREEN W
4220 ENGLAND ST
BISMARCK ND 58504-8963

38-138-80-22-01-010
JACOBSON, LAUREEN W
4220 ENGLAND ST
BISMARCK ND 58504-8963

38-138-80-03-01-020
JOHNSON, MICHAEL P &
KIMBERLY
704 DOVER DR
BISMARCK ND 58504

38-138-80-03-03-040
KASEMAN, LENORE
223 ASHLEE AVE
BISMARCK ND 58504

38-138-80-03-06-010
KELLER, KEN & MARION
3723 RUSSETT LN
NORTHBROOK IL 60062-4254

38-138-80-03-03-100
KISSE, JOHN A
PO BOX 562
BISMARCK ND 58502-0562

38-138-80-03-03-050
KLEIN, JASON
3805 BAY SHORE BEND SE
MANDAN ND 58554-6305

38-138-80-03-03-020
KLEIN, JEROME & HELEN
1706 SO RENO DR
BISMARCK ND 58504-7064

38-138-80-89-01-020
KLEIN, MARK & RENEA
200 SHEEHAN RD
BISMARCK ND 58504-8972

38-138-80-02-01-020
KOVASH, TODD M & KRISTI J
4604 WHITE TAIL LN
BISMARCK ND 58504

38-138-80-00-20-890
KVANDE, DEBORAH
302 E 3RD AVE S
CAVALIER ND 58220-4205

38-138-80-24-02-010
LADUCER, JAMES K
4616 EARHART DR
BISMARCK ND 58504

38-138-80-35-02-010
LADUCER, JAMES K & SUSAN C
4616 EARHART LN
BISMARCK ND 58504-7681

38-138-80-35-02-040
LADUCER, JAMES K & SUSAN C
4616 EARHART LN
BISMARCK ND 58504-7681

38-138-80-35-02-050
LADUCER, JAMES K & SUSAN C
4616 EARHART LN
BISMARCK ND 58504-7681

38-138-80-35-02-060
LADUCER, JAMES K & SUSAN C
4616 EARHART LN
BISMARCK ND 58504-7681

38-138-80-35-02-080
LADUCER, JAMES K & SUSAN C
4616 EARHART LN
BISMARCK ND 58504-7681

38-138-80-00-20-850
LANGER, GARY L
4620 S WASHINGTON ST
BISMARCK ND 58504-8014

38-138-80-61-01-010
LARSON, DAVID K & DEBORAH A
3600 ENGLAND ST
BISMARCK ND 58504

38-138-80-83-01-010
LARSON, DAVID K & DEBORAH A
3600 ENGLAND ST
BISMARCK ND 58504

38-138-80-35-01-010
LEINIUS, NEIL C & JANE K
1119 UNIVERSITY DR #1324
BISMARCK ND 58504

38-138-80-00-20-880
LEMER, JERID L & RAELENE M
540 48TH AVE SW
BISMARCK ND 58504-8958

38-138-80-24-01-010
LIPP, TOM & KATHY
4744 THORNBURG DR
BISMARCK ND 58504-8812

38-138-80-35-03-010
MARTELL, IRENE M
4733 EARHART LN
BISMARCK ND 58504-7679

38-138-80-00-19-270
MATTHEWS, BRIAN & JENNIFER
3912 ENGLAND ST
BISMARCK ND 58504

38-138-80-02-03-020
MEYHOFF, BRUCE & ROBIN
4601 HUBER DR
BISMARCK ND 58504

38-138-80-27-01-030
MILLER, DENNIS S & TAMARA M
4030 ENGLAND ST
BISMARCK ND 58504

38-138-80-00-19-271
MILLER, RANDALL & ELIZABETH
3918 ENGLAND ST
BISMARCK ND 58504

38-138-80-00-19-250
MILLER, RANDALL R & ELIZABETH
3918 ENGLAND ST
BISMARCK ND 58504-8969

38-138-80-76-01-010
MOSER, WADE & LYNN
1105 W BURLEIGH AVE
BISMARCK ND 58504

38-138-80-02-03-010
MUEHLER, MICHAEL & SUSAN
4501 HUBER DR
BISMARCK ND 58504-8862

38-138-80-24-01-030
MUEHLER, WAYNE A
4530 THORNBURG DR
BISMARCK ND 58504-8808

38-138-80-0G-01-030
NELSON BUILDERS LLC
1205 VOYAGER DR
BISMARCK ND 58504

38-138-80-0G-01-010
NELSON, GREGORY T
3760 ENGLAND ST
BISMARCK ND 58504-8968

38-138-80-0G-01-020
NELSON, GREGORY T
3760 ENGLAND ST
BISMARCK ND 58504-8968

38-138-80-00-19-220
NELSON, JEFFREY M &
MARY ELLEN
3640 ENGLAND ST
BISMARCK ND 58504-8961

38-138-80-00-20-860
NELSON,STEVEN &
WEIGEL,LUCILLE
280 48TH AVE SW
BISMARCK ND 58504-8901

38-138-80-81-03-090
NEUMANN, CASEY & GENA
4429 DOWNING ST
BISMARCK ND 58504

38-138-80-24-03-050
NEUMANN, CASEY J &
GENA M
4429 DOWNING ST
BISMARCK ND 58504

38-138-80-24-02-040
OLHEISER, CASEY &
LACEY
4435 THORNBURG DR
BISMARCK ND 58504

38-138-80-02-02-030
PIATZ, MICHAEL
4704 HUBER DR
BISMARCK ND 58504

38-138-80-35-02-020
POLLERT, WYATT W &
KELLY L
4444 GLENWOOD DR
BISMARCK ND 58504-8067

38-138-80-35-02-030
POLLERT, WYATT W &
KELLY L
4444 GLENWOOD DR
BISMARCK ND 58504

38-138-80-0G-02-030
PRESZLER, DALE & KRISTI
1617 SCOUT ST
BISMARCK ND 58504-8813

38-138-80-35-03-050
PUKLICH, ELYSE L & >
4570 GLENWOOD DR
BISMARCK ND 58504

38-138-80-02-02-020
RADER, BARRY & CAREY
1108 WESTWOOD ST
BISMARCK ND 58504

38-138-80-35-03-060
RAKOWSKI, RANDY L &
JANA L
4620 GLENWOOD DR
BISMARCK ND 58504-8003

38-138-80-89-02-020
REICHERT, MATHEW E &
SHELLY M
231 SHEEHAN RD
BISMARCK ND 58504

38-138-80-35-03-090
REUTHER, WAYNE A &
KAREN L
4746 GLENWOOD DR
BISMARCK ND 58504-8066

38-138-80-24-02-050
ROGSTAD, DAVID
4600 DOWNING ST
BISMARCK ND 58504

38-138-80-03-01-030
RONINGEN, MARK W &
YELENA
216 ASHLEE AVE
BISMARCK ND 58504

38-138-80-00-20-610
ROSWICK, ROBERT J &
JULIE F
4315 ENGLAND ST
BISMARCK ND 58504-8970

38-138-80-03-05-010
SAND, ROSELLEN M
527 SHEEHAN RD
BISMARCK ND 58504

38-138-80-03-06-080
SAND, ROSELLEN M
527 SHEEHAN RD
BISMARCK ND 58504

38-138-80-00-19-255
SANDERS, BONNIE
3910 ENGLAND ST
BISMARCK ND 58504-8969

38-138-80-03-01-050
SCHANER, ROBIN L &
LANEE E
400 ASHLEE AVE
BISMARCK ND 58504-8831

38-138-80-35-01-020
SCHMIDT, DAN &
MICHELLE
1524 OMAHA DRIVE
BISMARCK ND 58504-7126

38-138-80-02-03-030
SCHMIDT, THOMAS &
CARISSA
1308 N 11TH ST
BISMARCK ND 58501-2704

38-138-80-03-02-020
SCHMITCKE, GARY &
BARBARA
4114 DANIEL ST
BISMARCK ND 58504-8845

38-138-80-03-05-020
SCHOCK, DARIN L &
STACY L
509 SHEEHAN RD
BISMARCK ND 58504

38-138-80-03-06-040
SELK, RODY & JENNIFER
4403 DANIEL ST
BISMARCK ND 58504

38-138-80-03-01-040
SENGER, BRYAN L &
LORRAINE
308 ASHLEE AVE
BISMARCK ND 58504-8827

38-138-80-03-03-090
SENGER, BRYAN L &
LORRAINE F
308 ASHLEE AVE
BISMARCK ND 58504

38-138-80-03-04-020
SENGER, BRYAN L &
LORRAINE F
308 ASHLEE AVE
BISMARCK ND 58504

38-138-80-00-20-886
SIEMS, BURT F & EMMA &
SIEMS,>
222 W OWENS AV
BISMARCK ND 58501

38-138-80-35-03-070
SKJONSBY, RICHARD W &
PO BOX 4105
BISMARCK ND 58502-4105

38-138-80-00-20-892
SLETTEN, OLE T &
GIENGER,RANEE
2500 RIVER RD
HENSLER ND 58530-9500

38-138-80-00-20-894
SLETTEN, OLE T &
GIENGER,RANEE
2500 RIVER RD
HENSLER ND 58530-9500

38-138-80-24-04-010
SMITH, STEPHANIE A
4420 THORNBURG DR
BISMARCK ND 58504

38-138-80-03-07-030
SORENSON, DAVID &
JESSICA
4406 DANIEL ST
BISMARCK ND 58504

38-138-80-24-01-020
SPEIDEL, JERRY & DONNA
4660 THORNBURG DR
BISMARCK ND 58504-8810

38-138-80-03-01-010
SPLONSKOWSKI, TIMOTHY
823 LAMBTON AVE #3
BISMARCK ND 58504

38-138-80-27-01-040
STEELE, CHAD &
605 YORKSHIRE LN
BISMARCK ND 58504

38-138-80-03-03-010
STEFFES, CLARENCE &
MAR-JO
4115 DANIEL ST
BISMARCK ND 58504

38-138-80-03-03-080
STEWART, NATHAN J &
KATIE C
328 GLENWOOD DR
BISMARCK ND 58504

38-138-80-35-02-100
STUMPF, CLIFFORD J
4730 EARHART LN
BISMARCK ND 58504-7679

38-138-80-89-01-010
STUMPF, DANA
110 SHEENAN RD
BISMARCK ND 58504-8978

38-138-80-03-04-120
TABORSKY, LARRY & AMY
2810 NORWOOD LN
VENICE FL 34292-2415

38-138-80-02-01-050
THOMPSON, MATTHEW A &
JEANENE
3207 E AVENUE C
BISMARCK ND 58501

38-138-80-73-01-020
THOMPSON, ROBERT W &
LAVERNE
4410 S WASHINGTON ST
BISMARCK ND 58504-8010

38-138-80-03-07-020
THOMPSON, ROGER W &
SANDY K
4324 DANIEL ST
BISMARCK ND 58504-8825

38-138-80-0G-02-050
TORGERSON, EARL T &
PAMELA J
1733 SCOUT ST
BISMARCK ND 58504-8849

38-138-80-0G-02-060
TORGERSON, EARL T &
PAMELA J
1733 SCOUT ST
BISMARCK ND 58504-8849

38-138-80-03-05-040
UNRATH, CHAD & ERICA
325 SHEEHAN RD
BISMARCK ND 58504

38-138-80-35-03-030
WAGNER, FRANKLIN &
ANGELINE
4611 EARHART LN
BISMARCK ND 58504-7681

38-138-80-03-04-030
WANNER, JESSE &
303 GLENWOOD DR
BISMARCK ND 58504

38-138-80-03-04-040
WELTON, MATTHEW J & >
319 GLENWOOD DR
BISMARCK ND 58504-8025

38-138-80-03-03-070
WERNER, JACK A &
BONNIE L
39 CAPTAIN MARSH DR
MANDAN ND 58554

38-138-80-27-01-010
WETCH, TIM & CARLA
3924 ENGLAND ST
BISMARCK ND 58504

38-138-80-91-01-010
WETCH, TIMOTHY P &
CARLA M
3924 ENGLAND ST
BISMARCK ND 58504-8969

38-138-80-0G-02-020
WHITTEMORE, DAVID &
PAMELA
1834 E CAPITOL AVE #234
BISMARCK ND 58501

38-138-80-03-07-010
WOODKE, STEVEN P &
LEAH R
4306 DANIEL ST
BISMARCK ND 58504

38-138-80-03-02-030
WYNVEEN, JOSHUA A &
KELLY L
4126 DANIEL ST
BISMARCK ND 58504

38-138-80-24-02-030
ZAINHOFSKY, JON F &
KATI L
4505 THORNBURG DR
BISMARCK ND 58504-8808

38-138-80-24-02-020
ZAINHOFSKY,FREDERICK J
& MYRNA
1207 S 7TH ST
BISMARCK ND 58504-6536

38-138-80-00-20-855
ZIEGLER, RAYMOND &
TERRI
PO BOX 1212
BISMARCK ND 58502

38-138-80-00-20-882
ZIEGLER, RAYMOND &
TERRI
PO BOX 1212
BISMARCK ND 58502

38-138-80-67-01-010
ZOLLER, WILLIAM &
SHERYL
160 SW 48TH AVE
BISMARCK ND 58504

Resolution No. 1

BURLEIGH COUNTY WATER RESOURCE DISTRICT
BURLEIGH COUNTY, NORTH DAKOTA

RESOLUTION OF NECESSITY FOR
MISSOURI RIVER CORRECTIONAL CENTER FLOOD CONTROL PROJECT

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

The Board originally recognized the necessity of developing a flood control project for the Missouri River Correctional Center area by Resolution of Necessity adopted and signed on November 12, 2013. The Assessment District vote for the project was rejected by the voters in January, 2014. Subsequently, area residents have provided petitions signed by a majority of the voters requesting a re-vote on the project. Also subsequently to the failed vote, the ND State Water Commission has amended their cost share policy and have provided pre-approval of the proposed cost share request, allowing the re-vote to occur using a reduced level of assessment. Therefore, this Board, having examined the proposed Project, hereby declares that further proceedings are warranted and that it is necessary to construct and maintain the Project, which has the following nature and purpose:

The proposed Missouri River Correctional Center Flood Control Project would include the following:

A levee system and all required appurtenant features required to protect those properties located within the defined benefit area, as outlined in the feasibility study report prepared by Houston Engineering, and located along a line from Burleigh Avenue and England Street west then south then east to the of 48th Avenue and England Street, through the west side of the Missouri River Correctional Center property, to protect these properties from Missouri River flows and inundation during an event similar to that experienced in 2011. This system to connect into the 48th Avenue and Washington Street grade raise constructed by the Burleigh County Highway Department.

4/6

Michael H. Gunsch, PE, of Houston Engineering, Inc., Bismarck, North Dakota, is hereby designated as the registered professional engineer to assist the Board with the Project and is hereby directed to prepare preliminary plans and a preliminary engineering report for the proposed Project and estimates of the total cost thereof, which estimates shall include the acquisition of any properties or necessary right-of-way and shall be in sufficient detail to allow the Board to determine the probable share of the total costs that will be assessed against each of the benefitted landowners within the proposed Project assessment district.

Adopted by Board the 9th day of December, 2014,

ATTEST:

Secretary

BURLEIGH COUNTY WATER RESOURCE DISTRICT

Chairman, Water Resource Board

The governing body of the political subdivision acted on the foregoing resolution on December 9, 2014, as follows:

Adoption moved by Backstrand seconded by Weixel.

Roll Call Vote (List Last Names)

"Aye" Backstrand, Weixel, Reep, Fleck

"Nay" N/A

Absent N/A

Burleigh County Water Resource District (BCWRD)
Profit & Loss Budget vs. Actual
January through April 2015

	Jan - Apr 15	Budget	$ Over Budget	% of Budget
Income				
31110 · Real Estate Tax	477,664.14	583,800.00	-106,135.86	81.82%
31810 · In Lieu of Tax	5,623.86	5,000.00	623.86	112.48%
33610 · State Aid Distribution	26,127.48	50,000.00	-23,872.52	52.26%
33620 · Homestead Credit	0.00	4,000.00	-4,000.00	0.0%
33810 · Reimbursements				
33810-A · Missouri River Correctional	0.00	50,000.00	-50,000.00	0.0%
33810-C · Apple Valley Special Assessment	27,780.72	18,000.00	9,780.72	154.34%
33810-E · Country Ridge/Creek	10,630.07	10,000.00	630.07	106.3%
33810-F · Apple Creek Industrial Park	0.00	65,200.00	-65,200.00	0.0%
33810-G · Burnt Creek	19,578.25	108,000.00	-88,421.75	18.13%
33810 · Reimbursements - Other	0.00	50,000.00	-50,000.00	0.0%
Total 33810 · Reimbursements	57,989.04	301,200.00	-243,210.96	19.25%
36110 · Interest	36.83	100.00	-63.17	36.83%
36210 · McDowell Dam Recreation Income	967.32	10,000.00	-9,032.68	9.67%
36215 · McDowell Dam Land Lease	2,675.00	2,700.00	-25.00	99.07%
36910 · Misc Revenue	1,491.44	2,700.00	-1,208.56	55.24%
Total Income	572,575.11	959,500.00	-386,924.89	59.67%
Gross Profit	572,575.11	959,500.00	-386,924.89	59.67%
Expense				
111 · Payroll Expenses	9,479.87	35,000.00	-25,520.13	27.09%
111A · Payroll Taxes	0.00	3,500.00	-3,500.00	0.0%
112 · Management Services				
113 · Accounting Services	510.00	3,000.00	-2,490.00	17.0%
112 · Management Services - Other	4,060.00	18,000.00	-13,940.00	22.56%
Total 112 · Management Services	4,570.00	21,000.00	-16,430.00	21.76%
114 · Audit	476.45	2,000.00	-1,523.55	23.82%
312 · Legal Fees	4,254.10	24,000.00	-19,745.90	17.73%
315 · Engineering Administration	8,960.00	24,000.00	-15,040.00	37.33%
328 · Liability Insurance	0.00	2,000.00	-2,000.00	0.0%
335 · Building Rent	477.77	2,000.00	-1,522.23	23.89%
341 · Travel	0.00	1,200.00	-1,200.00	0.0%
376 · Dues & Publications	636.10	2,500.00	-1,863.90	25.44%
411 · Office Supplies	157.01	2,500.00	-2,342.99	6.28%
904 · McDowell Dam				
904-1 · Engineering Costs	3,176.25			
904-2 · Legal Fees	497.00			
904-A · Administrative Fee	5,807.99			
904 · McDowell Dam - Other	23,231.89	194,700.00	-171,468.11	11.93%
Total 904 · McDowell Dam	32,713.13	194,700.00	-161,986.87	16.8%
905 · McDowell Dam-Capital Improvemen	0.00	2,500.00	-2,500.00	0.0%
910 · Projects				
910A · Missouri River Shared				
910A-1 · Engineering Costs	1,532.00			

Burleigh County Water Resource District (BCWRD)
Profit & Loss Budget vs. Actual
January through April 2015

	Jan - Apr 15	Budget	$ Over Budget	% of Budget
Total 910A · Missouri River Shared	1,532.00			
910B · Hogue Island				
910B-1 · Engineering Costs	5,219.25			
910B-2 · Legal Fees	3,210.90			
Total 910B · Hogue Island	8,430.15			
910D · MRCC				
910D-1 · Engineering Costs	2,056.00			
910D · MRCC - Other	0.00	124,600.00	-124,600.00	0.0%
Total 910D · MRCC	2,056.00	124,600.00	-122,544.00	1.65%
910G · Burnt Creek				
910G-1 · Engineering Costs	15,924.75			
910G-2 · Legal Fees	1,062.60			
910G · Burnt Creek - Other	0.00	400,000.00	-400,000.00	0.0%
Total 910G · Burnt Creek	16,987.35	400,000.00	-383,012.65	4.25%
910I · Apple Valley				
910I-3 · Interest Charges	2,800.00			
Total 910I · Apple Valley	2,800.00			
Total 910 · Projects	31,805.50	524,600.00	-492,794.50	6.06%
911 · Misc	39.38	3,000.00	-2,960.62	1.31%
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	774.00	2,500.00	-1,726.00	30.96%
937 · Design/Special Assessment				
937A · Apple Valley - Administrative	562.50			
Total 937 · Design/Special Assessment	562.50			
940 · Operations & Maintenances				
940A · Burnt Creek Watershed				
940A-1 · Engineering Costs	6,683.50			
Total 940A · Burnt Creek Watershed	6,683.50			
Total 940 · Operations & Maintenances	6,683.50			
941 · Stream Gages				
941A · Apple Creek & Hay Creek				
941A-1 · Engineering Costs	460.00			
941A · Apple Creek & Hay Creek - Other	2,600.00			
Total 941A · Apple Creek & Hay Creek	3,060.00			
Total 941 · Stream Gages	3,060.00			
960 · Drainage Complaints				
960-1 · Engineering Costs	2,276.50			
960-2 · Legal	161.70			
960 · Drainage Complaints - Other	1,481.76	70,000.00	-68,518.24	2.12%
Total 960 · Drainage Complaints	3,919.96	70,000.00	-66,080.04	5.6%
970 · Storm Water Management Plans				
970-1 · SWMP Engineering Costs	4,504.50			
970 · Storm Water Management Plans - Other	0.00	20,000.00	-20,000.00	0.0%

Burleigh County Water Resource District (BCWRD)
Profit & Loss Budget vs. Actual
January through April 2015

	Jan - Apr 15	Budget	$ Over Budget	% of Budget
Total 970 · Storm Water Management Plans	4,504.50	20,000.00	-15,495.50	22.52%
Total Expense	113,073.77	959,500.00	-846,426.23	11.79%
Net Income	459,501.34	0.00	459,501.34	100.0%

	Apr 30, 15
ASSETS	
Current Assets	
Checking/Savings	
American Bank Center Checking	619,762.01
Designated Reserve Funds	
Aero Club Rent	6.00
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	254,906.33
McDowell Rent	5,184.00
Designated Reserve Funds - Other	38.63
Total Designated Reserve Funds	504,176.24
Total Checking/Savings	1,123,938.25

American

April 29, 2015

Burleigh County Water Resource District
Kathleen Jones
1811 E Thayer Ave
Bismarck, ND 58501

Dear Kathleen:

This letter is to certify that at a meeting of the American Bank Center Board of Directors on April 22, 2015 the pledge of securities to the Burleigh County Water Resource District was approved.

The approval of the pledged securities will be reflected in the April 22, 2015 minutes of the Board of Directors. The following information was reviewed as of March 31, 2015.

Deposits	$1,128,721
Required Pledges	$966,593
Par Value Pledged	$1,255,000
Market Value as of March	$1,265,864

If you have any questions, please contact me at 483-3241.

Sincerely,

Rhonda Maher
Finance Support
American Bank Center
140 1st Avenue West
Dickinson, ND 58601
701-483-3241
rmaher@weareamerican.com

BURLEIGH COUNTY WATER RESOURCE DISTRICT
McDowell Dam Revenue

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

January 1 - March 31, 2015

Date Submitted: 5/7/2015

Boat Rentals	$	-
Cash Over/(Short)		-
Shelter Permits		310.00
Less: Refunds		(30.00)
Total Revenue - Year to Date	$	280.00
Less Previous Revenue Reimbursement:	$	-
Total Revenue Due	$	280.00

Burleigh County Water Resource District (BCWRD)

1811 East Thayer Avenue
Bismarck, ND 58501

Invoice

Date	Invoice #
5/7/2015	2014-3

Bill To
Missouri Slope Model Aero Club c/o Rod Matzke 1319 Albany Drive Bismarck, ND 58504

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Lease at McDowell Dam for Aero Club - through April, 2025	7.00	7.00

MISSOURI SLOPE MODEL AERO CLUB INC.
C/O RODNEY MATZKE
1316 ALBANY DRIVE
BISMARCK, ND 58504

1137
77-1/913 136
1365025506

5-7-15
DATE

PAY TO THE ORDER OF BCWRD $ 7.00/100

SEVEN + NO/100 DOLLARS

Security Features. Details on Back.

Wells Fargo Bank, N.A.
North Dakota
wellsfargo.com

FOR FIELD LEASE TO 2025 Rod Matzke

⑆091300010⑆ 1365025506⑈ 01137

	Total	$7.00

62

54

RECEIPT No. 559038

DATE 4.28.15

FROM [illegible] $ 2675.00

[illegible] DOLLARS

○ FOR RENT
○ FOR [illegible]

ACCT.		
PAID		
DUE		

○ CASH 9779
◉ CHECK
○ MONEY ORDER
○ CREDIT CARD

FROM _____ TO _____

BY [illegible]

A-1152
T-4161

Burleigh County Water Resource District (BCWRD)

1811 East Thayer Avenue
Bismarck, ND 58501

Invoice

Date	Invoice #
4/20/2015	2014-2

Bill To
Braun, Alvin 1201 119th Street SE Bismarck, ND 58504

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
1	McDowell Dam Farm Lease - June, 2015 Payment Payment due on or before 1st day of June, 2015	2,675.00	2,675.00
		Total	$2,675.00

walkways or other structures for the public's benefit on the subject property. Should the landlord elect to do so, the landlord will first contact the tenant to determine how any such additional structures may be accomplished without undue hardship or unreasonable interference placed upon the tenant's ability to farm the subject property. The landlord shall compensate the tenant for any acreage lost as the result of any such addition pursuant to the per acre payments set forth in this agreement.

IV. Rental Calculation and Payment Schedule

The tenant agrees to pay a per acre fee for lease of the subject property pursuant to the terms of the tenant's Proposal #2, a copy of which is attached to this agreement and made a part of this agreement.

Total rent shall be paid as follows:

$2,600.00 on or before 1st day of June, 2014.

$2,675.00 on or before 1st day of June, 2015.

$2,750.00 on or before 1st day of June, 2016.

$2,825.00 on or before 1st day of June, 2017.

$2,900.00 on or before 1st day of June, 2018.

$2,975.00 on or before 1st day of June, 2019.

V. Default in Agreement

In the event of any default by the tenant under this lease agreement, in addition to any other remedy, the landlord shall also have the right, adhering to applicable legal processes, with or without terminating this lease agreement, to reenter the demised property and to relet it. The tenant hereby agrees to pay landlord the cost of recovering possession of the demised property, the

gb

Bain Agency, Inc.
1500 East Capitol Avenue ▪ Bismarck, ND 58501
Phone (701) 223-2233 ▪ Fax (701) 223-0284
www.bainagency.com

April 6, 2015

Kathleen Jones
Burleigh County Water Resource District
1811 E Thayer Avenue
Bismarck ND 58501

RE: 2014 Conferment of Benefits

Dear Kathleen:

The Board of Directors of the North Dakota Insurance Reserve Fund (NDIRF) has approved returning a portion of the Fund's surplus to its members. The attached check is payment of your entity's share of the conferment of benefits. This conferment is possible because of the success NDIRF and its members have had is controlling claim losses.

We are pleased to enclose the *2014 Conferment of Benefits* check for the Burleigh County Water Resource District.

Bain Agency Inc. is proud of its association with the North Dakota Insurance Reserve Fund and thanks you for your continued participation with this organization. If you have any questions concerning this check, please do not hesitate to contact our office.

Sincerely,

Bain Agency Inc.

Steve R. Bain AAI
Account Executive / President

jn

Enclosure

NORTH DAKOTA INSURANCE RESERVE FUND

CHECK NO. 77068

Policy	Amount	2014 Conferment of Benefits
GL 0003401	$53.00	AGENT : BAIN AGENCY INC-BISMARCK

This check is payment of your entity's share of the conferment of benefits declared by the NDIRF Board of Directors in December of 2014.

The conferment is possible because of the success NDIRF and its members have had in controlling claim losses. NDIRF thanks you for continued participation in this organization.

REORDER FROM • PRO FORMS • BISMARCK, ND (701) 222-1212 1-800-726-4767

WLCK8571B

PRINTED IN U.S

58

BCWRD Invoices
5-26-15

Name	Project	Invoice	Amount
Bismarck Parks & Rec	March Expense	3818	$5,189.42
Bismarck Parks & Rec	March Admin. Expense	3818	$1,297.36
Bismarck Parks & Rec	April Expense	3857	$6,627.34
Bismarck Parks & Rec	April Admin. Expense	3857	$1,656.84
City of Bismarck	March Rent	38	$95.33
City of Bismarck	April Rent	53	$95.33
City of Bismarck	March building expenses	65	$26.67
City of Bismarck	Computer IT Services - March	49	$9.07
Bliss & Stebbins	April Billing	18052	$2,663.68
Houston Engineering	McDowell Dam	25035	$1,621.75
Houston Engineering	General	25036	$1,000.00
Houston Engineering	Burnt Creek Floodway	25037	$18,136.75
Houston Engineering	Fox Island Flood Control	25038	$240.00
Houston Engineering	Missouri River Correctional	25039	$8,152.00
Houston Engineering	Drainage Complaints	25044	$796.00
Houston Engineering	Ward and Ash Coulee SWMP	25040	$1,452.00
Houston Engineering	Hogue Island Acquisition Site Restoration	25041	$784.00
Houston Engineering	SWMP	25042	$124.00
Houston Engineering	Missouri River Bank Stablilization	25043	$1,840.00
Voices for Lake Oahe	2015 Membership	2015	$100.00
Office of the State Auditor	Audit - REVISED	11365	$5,250.00
ND Insurance Department	Aero Club		$9.96
Personalized Management	Secretarial/Accounting/Supplies	5566	$2,298.62
		TOTAL:	*$59,466.12*

*April, 2007 Motion to increase to $100/year

BURLEIGH COUNTY Water Resource DISTRICT

GENERAL WATER- RELATED COMPLAINT

1. SW Water Resource District

2. Location of Area of Concern: ____1/4, ____1/4, Section ____, Twp. ____N., Rge ____W.
Note: Include an aerial or topographical map that shows the exact location

3. Nature of Complaint: Possible water leak from rural water pipe.
We don't know if this is a leaky rural water pipe or if this is normal ground water. We think this should be checked.

4. Nature of Damages: We have lived at this location for 10 years. Only the last 4 years has water been seeping into our sw yard. Considering this last winter 2014-15 was relatively dry, we are still experiencing water seepage into our yard.

Complaint Filed Against: Name: None - inquiry
NORTHRIDGE ESTATES 1st subdivision
Address: Block 4 lot3 and Block 4 lot 2

Complaint Filed By: Name: Robyn & Joe Haugen
Address: 528 Crestland Place
Phone: 221-3031
Joe Haugen

Complainant's Signature: Robyn Haugen
Date: 4-20-2015

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

My neighbors to the west - Cory & Cara Mitzel - are going to write their own "letter of Content" involving their property - which is a deeply affected as ours - 500 - Crestland Place - Ph # 751-1109 - They readily & eagerly signed our notice & complaint.

60

April 20, 2015

To Burleigh County Water Resource District
Attention Gordon Weixwel, Dennis Reep
2213 East Ave F
Bismarck, ND 58501

Dear People:
We have lived at this location for ten years. For the first six years we had no water problems. The last four years we have had to pump consistanly water out of our sump.

We do not know if this is normal ground water or the possibility of a leaky rural water valve or broken pipe. The south side of our yard is always wet and is turning to alkalai. We realize there are other neighbors around us with possible normal ground water problems. However since the winter of 2014-15 was relatively dry it poses the question of where is the water coming from? We used a transit and checked the grade of our ditch which appears to drain to the east. The elevation of our yard is higher than the ditch.

Please look closely at the enclosed photographs. We have circled where the water appears to be coming from. Perhaps surface samples could be taken and checked to see if chemicals from rural water are at the surface? Please contact us for an evaluation to see what can be done.

respectfully,

Joe and Ardyce Haugen
520 Crestland Place
Bismarck, ND 58503

(over)

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Our basement has flooded 3 times. We have done everything possible to address this problem on our own - at our own expense!

1. Extra sump pump - (2)
2. [illegible] Basement, adding drain tile.
3. Back up batteries on sump -
4. Landscaping -

These things have addressed the problems in the house - but not the yard. The feel this is not our problem because we have not caused it - & it needs to be addressed by the Council - because it's getting worse every year! Many neighbors have had water problems - & will be signing on also -

I never had allergies until our hire!

Thank you for addressing this. We appreciate your help.

My allergies have "hit the roof" with all the alkaline blowing around this Spring!!

Clyde & Joe Lauzen

Drainage Complaint Form

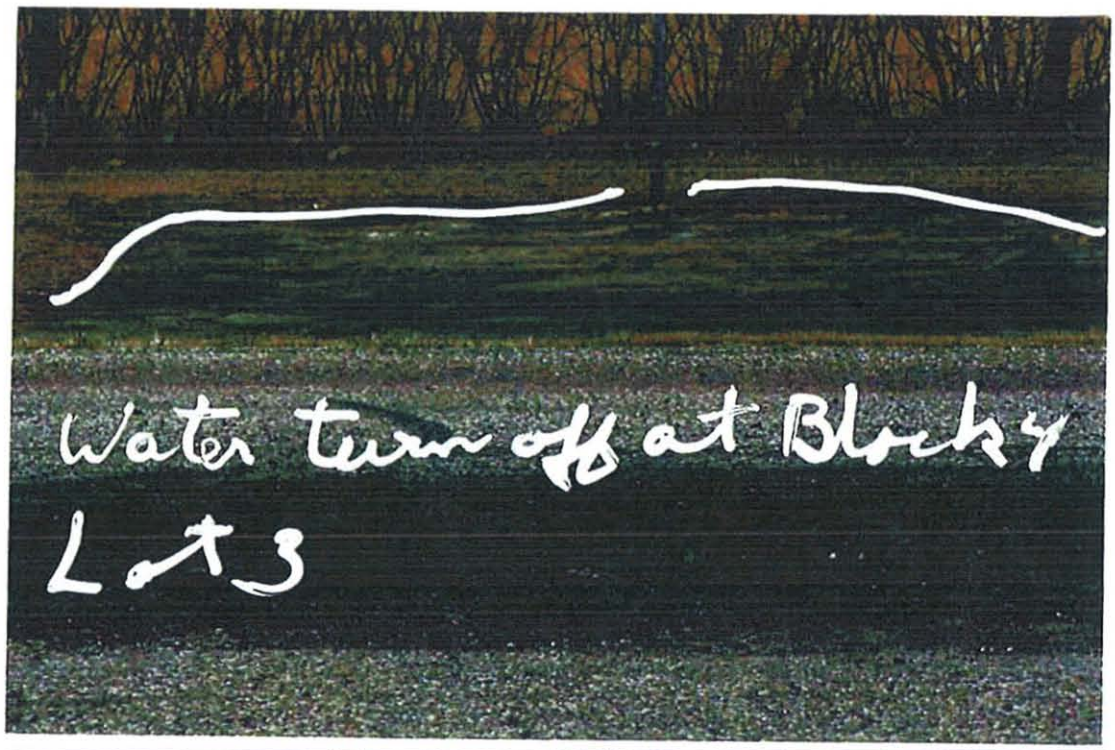
Mary Ekre	519 Crestland Pl.	255-0347
Kim Ekre	519 Crestland Pl.	255-0347
Cory Mitzel	500 Crestland Pl.	751-1109
Cara L. Mitzel	500 Crestland Place	751-1109
[illegible]	7500 Ridgeland Dr	425-3525
Debra C. [illegible]	7500 Ridgeland Dr.	425-3525
Camilla Jensen	7411 Ridgeland Drive	400-3604
[illegible] Jensen	7411 Ridgeland Drive	400-3509
Al Dinsmann	540 Crestland Pl	255-7698
Dan Wagner	545 crestland Pl	255-5998
Kathy Wagner	545 Crestland Pl	371-4632
Mary Jensen	531 Crestland Pl	751-1512

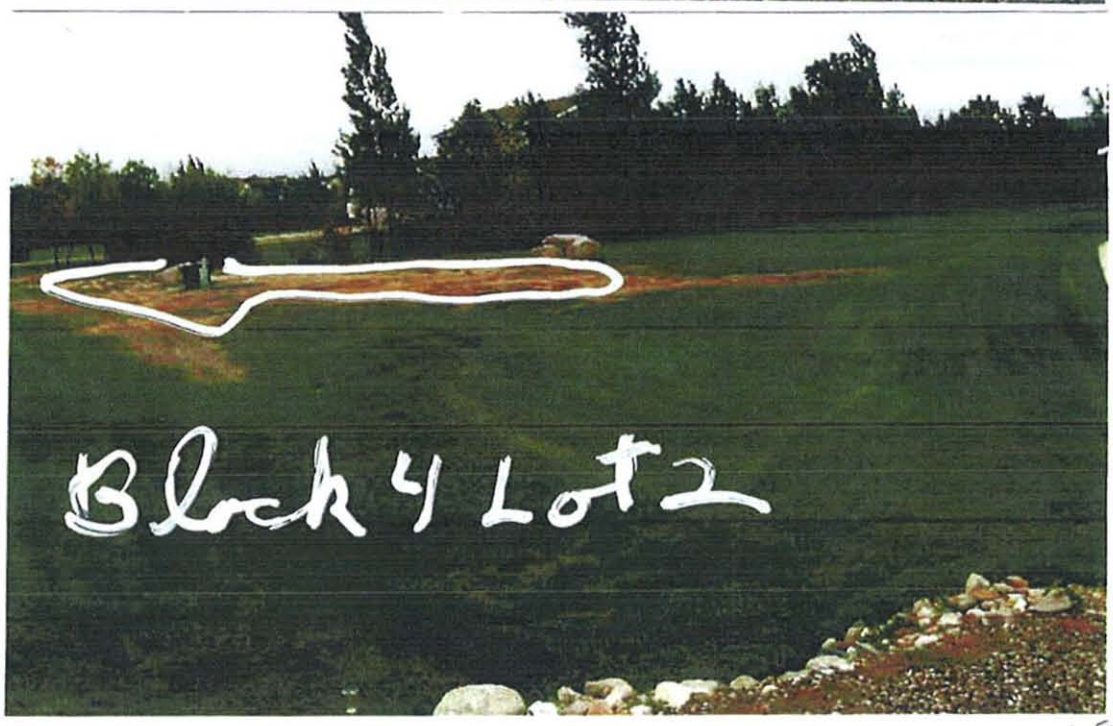
We visited 7 homes & all families signed -

Northridge Estates 1st Subdivision
Located 1/2 mi West off Hwy 83 on 180th
1/4 mi N. on Ridgeland Dr.
turn Rt on Crestland Place

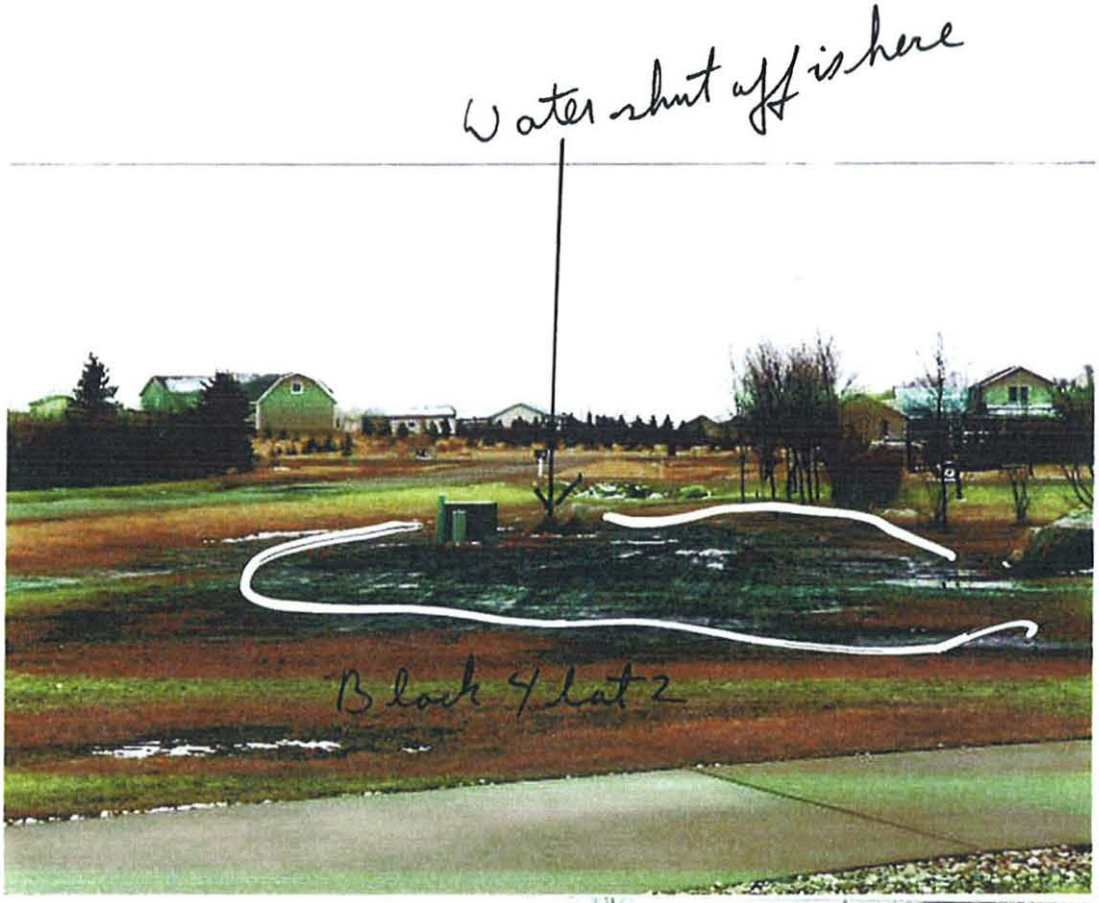
NORTHRIDGE ESTATES 1ST SUBDIVISION

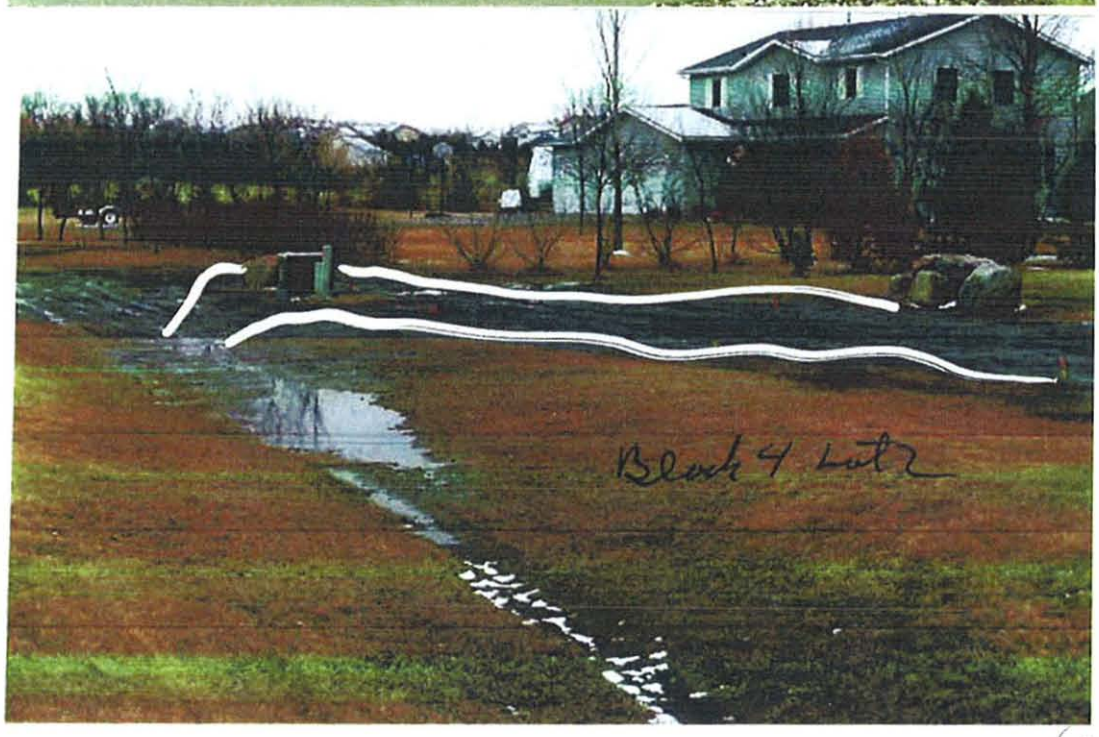
It appears water could be coming from the turn off of block 4 lot 3. Or this may be ground water. Please puruse these pictures. Maybe this should be checked out.





Northridge Estates 1st Subdivision





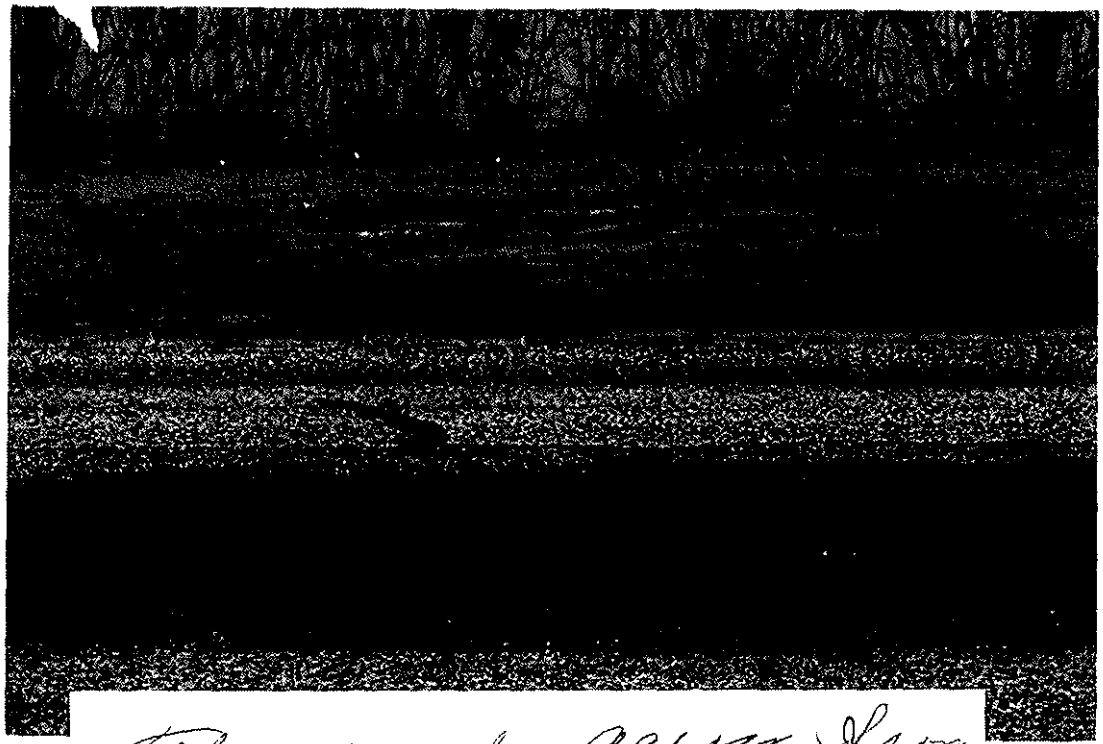
4-22-15

Al Dahrmann our neighbor to the East - has done much work to his yard - hauling in tons of black dirt - putting in a swale between our properties etc. & he says the "ditch do not drain property out here!

3 other neighbors mentioned allegies - & slope to the ditches also - but all neighbors signed willingly & quickly with no hesitation whatsoever! (They practically grabbed the papers out of my hands - & THANKED me for taking the time to do this!)

Andyce (over)

The "stench" of
standing water —
Smells like sewer!
It is gross - (It also
dangerous - health wise!)



The road across from the valve has "slumped" in 3 places. Making this a concern for Burleigh Co. They have to answer to the roads — This has happened the last few years on a regular basis!

Lincoln chooses drainage plan

LEANN ECKROTH
Bismarck Tribune

Amid rife and the din of conrsations filling Lincoln City all, council members decided on a plan of action Thursday ease groundwater problems at have had a divisive effect on e community.

Council members voted to stall drainage tile on the west d of Millennium Park and place eroded pipe at the north d of Stanley Drive. The aim is create better drainage into a lvert that delivers runoff into a ainage easement further north ar the Cenex Convenience Store. ıe plan also involves placing ore drainage tile on the north side of Lincoln Road and west of Benteen Drive.

The council also will request the county to move a planned start on the drainage tile tied to a road project at 52nd Street and Lincoln Road to this year instead of waiting until 2016.

Council member Steve Urlacher said the council hopes, by improving the surface water drainage system, it will prevent the water from sinking into the ground and raising the groundwater tables further.

Council members held off on a decision to use a separate plan to clear a drainage field into Apple Creek until the city finds out whether the county can help this year.

Continued on 6B

Residents in that part of town complain they must use sump pumps year-round to prevent basement flooding.

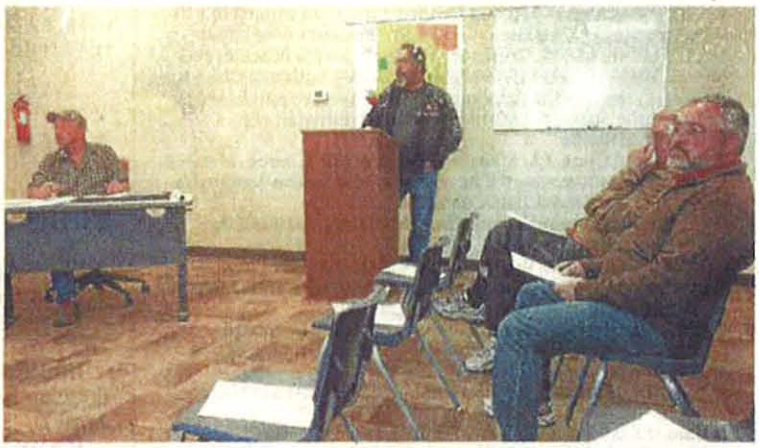
Early in the meeting, Mayor Bob Johnston asked resident Jonathon Aman to speak about his water issues for his agenda item. The conversation soon grew contentious.

Aman reminded the mayor he has spoken to the mayor several times and taped the conversations. The mayor responded, "You don't like me. I don't like you. What is your issue?"

Aman said he was tired of the surface water damaging his property and wanted the city to take action.

Johnston later apologized to Aman for being unprofessional. Aman seemed to accept the apology and said he was simply tired of the water damage to his property and the city's inaction.

After the meeting, Urlacher said no cost had been determined for the projects yet, but the decision allowed the city to prepare for the bidding process.

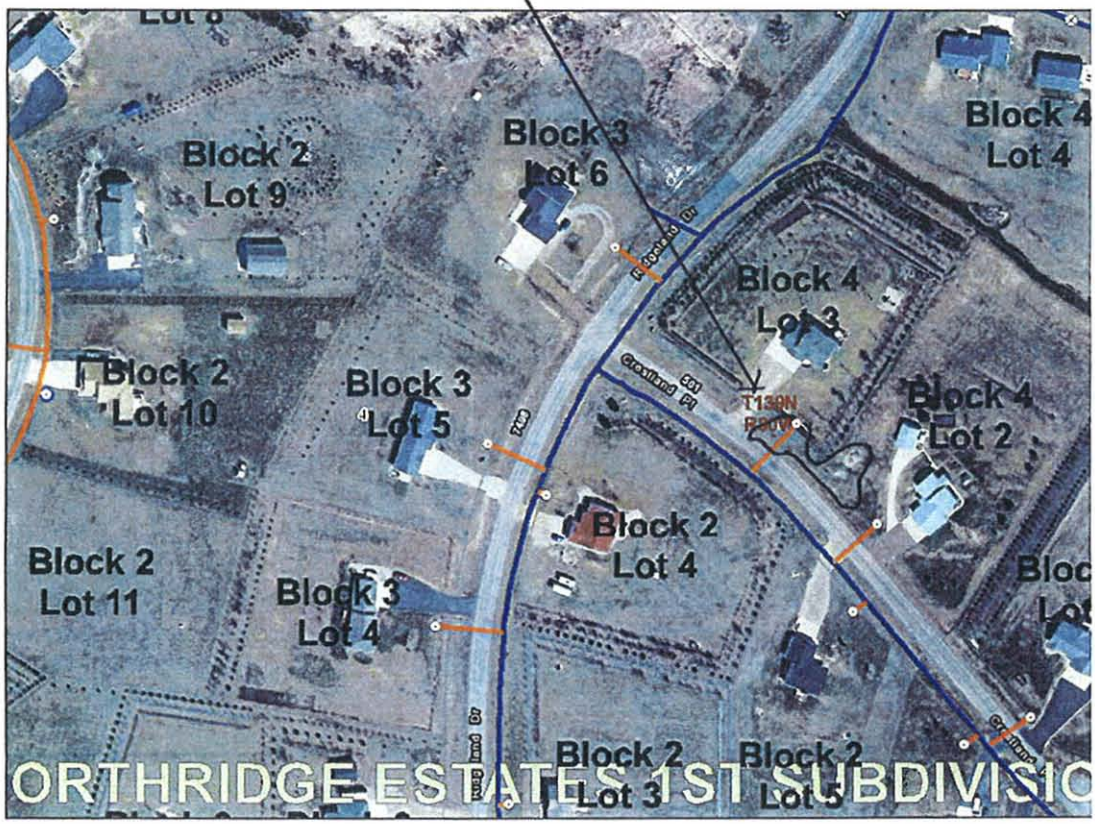


LEANN ECKROTH, Tribune

Jonathon Aman tells the Lincoln City Council he wants drainage damage issues on his property remedied via city action.

Note the pattern of water drainage.

Water System GPS Pipe



March 31, 2015

Services
System Valves
System Points
Clean Out
Secondary
Digitized
Mapping Grade GPS
Services - GPS
Mapping Grade GPS
System Valves - GPS
Mapping Grade GPS
Block/Lot Labels
SubdivisionLabels Large
Parcels
World Transportation
PLSS Sections
PLSS Townships

Mona Livdahl

From: Michael Gunsch [mgunsch@houstoneng.com]
Sent: Wednesday, May 20, 2015 11:36 PM
To: Mona Livdahl; Marcus Hall; 'Reep, Dennis'
Cc: Nic Cullen; Greg Mariner (greg@marinerconstruction.com)
Subject: RE: Country Creek Estates

Dennis:

I will have Nic from our office go visit the site to check status of the erosion control measures.

Also am sending this to Greg Mariner as well so they are notified regarding the need to review status and repair any installations that so require. The State SWPP for this site requires these erosion control features be maintained until the channel is revegetated.

I also had a call from Scott Peterson who lives just east of 66th Street who has questions regarding the rain event. I have not had the opportunity to return his call.

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: Mona Livdahl [mailto:mona@midco.net]
Sent: Wednesday, May 20, 2015 10:14 AM
To: Michael Gunsch; Marcus Hall; 'Reep, Dennis'
Subject: Country Creek Estates

Not sure who this should go to, but I received a message on our answering machine from Aaron Caran(?) who said he was driving by Country Creek Estate where the work was done and the straw waddles that were placed there for erosion control have been moved due to the rain.

His number is: 612-599-1955 if you had further questions.

Mona Livdahl
BCWRD
1811 E. Thayer Avenue
Bismarck, ND 58501
(701) 222-3499
www.bcwrd.org

73

Mona Livdahl

From: tjmurphy@nd.gov
Sent: Thursday, May 21, 2015 8:54 AM
To: mona@midco.net
Subject: BCWRD Contact Us Form

First Name	Thomas
Last Name	Murphy
Address	5600 Prairiewood dr
City	Bismarck
State	North Dakota
Zip Code	58504
Email	tjmurphy@nd.gov
Comments	I have filed a complaint in regards to drainage issue on my lot and in the developement in the past. Your review found it to be functioning properly; I feel that the only time the storm water managment plan functions is during a drought. This last 3" rain event has caused perched surface water from an adjecent drainage plot to the west to pool excess water in areas that should of had retention ponds contsructed that were waived during construction-viewed un needed during the dry years. They are now needed and are causeing property damage to my land, tree loss, septic back up and basement infiltration. I would request that you please re- investigate this issue. I am one big rain event away from having to sand bag and this is after we just came out of a fire ban. The drainage plan is not functioning as needed please help. I still feel the option I proposed in my inititial complain it feasable and would not be to much to construct and could provide excellent habitat for nesting ducks ect..

73

Emailed 5/21/15

OBSTRUCTION TO A WATERCOURSE COMPLAINT
(Pursuant to Section 61-16.1-51 NDCC)

1. Burleigh County Water Resource District
2. Obstruction Location: ____1/4, ____1/4, Section____, Twp. ____N. Rge____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: Obstruction of unknown nature between the Lincoln Rd & University of Mary Road
   Date of Obstruction: 5/16/15 (if known)
   Obstruction was constructed by: Possible debri in water way
5. This obstruction is resulting in:
   a) Flooding of land owned by Complainant: _____
   b) Other adverse effects: Concerned citizen who drives road every day and worried of water going over road again as it has in the past.

Complaint Filed Against: Name: _____

Address: _____

Complaint Filed By: Name: Earl Snyder

Address: 5307 48th Ave SE - Bismarck, ND 58504

Phone: 255-3367

Complainant's Signature: Earl Snyder

Date: 5/20/15

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

701. 202-6300

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FOR BOARD USE ONLY

The Board must act pursuant to Section 61-16.1-51 NDCC (removal of obstructions to drain) The Board shall notify all parties of its decision by registered mail. A hearing is provided for in this section. A landowner aggrieved by the Board's decision may appeal that decision to District Court. The hearing is not a prerequisite to an appeal.

Any party aggrieved by the Board's decision may appeal that decision to the Burleigh County District Court in accordance with N.D.C.C. 61-16.1-54 and 28-34-01.

1. Date complaint received: _____

2. Date of investigation: _____

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

4. Is there a permit for the obstruction?
   _____

5. Board action: _____

6. Date obstruction must be removed: _____

7. Response of obstructer: a) Date of Compliance: _____
   b) Date of appeal: _____

8. Subsequent actions: _____

Mona Livdahl

From: Reep, Dennis [Dennis.Reep@hdrinc.com]
Sent: Thursday, May 21, 2015 9:34 AM
To: Michael Gunsch; Mona Livdahl
Cc: 'Terry Fleck'; Nic Cullen; David Bliss (dbliss@blisslaw.com)
Subject: RE: Apple Creek obstruction

I would say Nic should do a site visit so we can have a discussion next Tuesday.

Dennis W. Reep, PE, CFM
D 701.557.9621 M 701.595.2142

hdrinc.com/follow-us

From: Michael Gunsch [mailto:mgunsch@houstoneng.com]
Sent: Thursday, May 21, 2015 9:20 AM
To: Mona Livdahl; Reep, Dennis
Cc: 'Terry Fleck'; Nic Cullen; David Bliss (dbliss@blisslaw.com)
Subject: RE: Apple Creek obstruction

Oaky Mr. Snyder's complaint is likely in the same location as the private crossing where the Board ordered the landowner to remove the materials on the private approach last year.

The landowner complied with the order, at their cost to remove materials, but complained about the upstream trees and debris (wood boards from an demolished old barn) originating from upstream properties that was causing their problem. They were not creating the obstruction by their action and did not feel responsible for removal.

I can have Nic review again to verify status, but the complaint appears to be about high water without designation of the source or location of the obstruction. A bit vague, though given what we know we can review. Nic has been on site and knows how to get there and it should be a quick review.

Please advise.

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: Mona Livdahl [mailto:mona@midco.net]
Sent: Thursday, May 21, 2015 9:12 AM
To: 'Reep, Dennis'; Michael Gunsch
Cc: 'Terry Fleck'
Subject: Apple Creek obstruction

He said this is around the Lesmeister area – if you have further questions or concerns, his (Earl Snyder) cell number is: 701.202.6300

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Change Order

No. 1

Date of Issuance: 4/30/15 Effective Date: 4/30/15

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: Bohlman Trenching, Inc.		Engineer's Project No.: 4241-300

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

Description:

Item #3 – Borrow Excavation: Revise unit Price from $30.00/CY to $25.50/CY for a DECREASE of $17,032.50

Item #15 – Add 1 EA New 32' Double Swing Gate at $4,725.00/EA for an INCREASE of $4,725.00

Item #19 – Add 2 EA Sluice Gate at $16,000/EA for an INCREASE of $32,000.00

Item #20 – Add 1 LSUM Fence at $24,500/LSUM for an INCREASE of $24,500.00

Total value of this Change Order is an INCREASE of $44,192.50

Attachments (list documents supporting change):

Proposal from Bohlman Trenching Dated 4/20/15 for Borrow Excavation price change

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $373,898.00	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. N/A to No. N/A: $N/A	[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A: Substantial completion (days): N/A Ready for final payment (days): N/A
Contract Price prior to this Change Order: $373,898.00	Contract Times prior to this Change Order: Substantial completion (days or date): July 17, 2015 Ready for final payment (days or date): July 31, 2015
[Increase] [~~Decrease~~] of this Change Order: $44,192.50	[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: $418,090.50	Contract Times with all approved Change Orders: Substantial completion (days or date): July 17, 2015 Ready for final payment (days or date): July 31, 2015

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Mark G Johnson	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 5/1/15	Date: 05/01/2015	Date: 5/1/15

Approved by Funding Agency (if applicable):

17

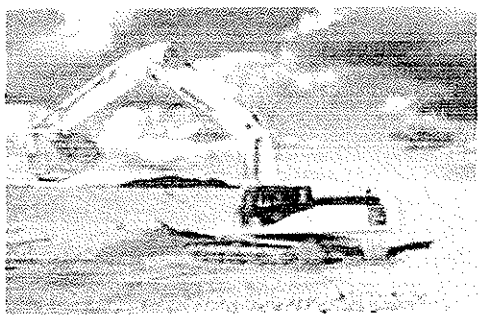
BOHLMAN TRENCHING SERVICE, INC.

P.O. BOX 238

THOMPSON, ND 58278

BID PROPOSAL

OFFICE: 701 599-2360 FAX: 701 599-2086
CELL: 701 739-2165 email: bohlmantrenching@yahoo.com
ESTIMATOR: DAVID BOHLMAN, PRESIDENT



ESTIMATE DATE: April 20, 105
PROJECT NAME: Burnt Creek Flood Control
TO: Houston Engineering
Travis Johnson

SPEC NO.	DESCRIPTION	QTY	UNIT	PRICE	SUM
1	Borrow Excavation	3785	CY	$25.50	$96,517.50

ENGINEERING SERVICES
CONSTRUCTION MANAGEMENT SERVICES
BURNT CREEK FLOOD CONTROL
2011 FLOOD DAMAGE RESTORATION PROJECT
SPECIFIC AUTHORIZATION 5D

This Specific Authorization is hereby provided to the ENGINEER. The description of tasks herein supplements that within the agreement for engineering services.

OBJECTIVE

The objective of this Specific Authorization is to provide construction management services during the construction period of the Burnt Creek Flood Control 2011 Damage Restoration Project. Bid ready plans and specifications for this project were prepared as part of a previous Specific Authorization.

SCOPE OF WORK

This Specific Authorization will form a Scope of Work for Construction Management Services. This Scope of Work is divided into Five (5) Phases which identify the significant elements of the Construction Management Services. The phases are as follows:

- Task 1 – Bid Evaluation/Recommendation
- Task 2 – Construction Contract Administration
- Task 3 – Field Engineering Services
- Task 4 – Construction Surveying
- Task 5 – Project Closeout

PHASE 1 - BID SERVICES

This phase includes all engineering services related to receiving bids for the contracts. The bid opening will be attended and assistance will be provided to the OWNER during this process. The bids will be evaluated on responsiveness, bidder responsibility criteria, and bid schedule items cost loading. As appropriate, contractor references will be contacted. A recommendation for contract award to the lowest responsive and responsible contractor will be provided after completion of the bid evaluations. Coordination with the successful Contractor and preparation of construction contracts is included in this Task.

PHASE 2 – CONSTRUCTION CONTRACT ADMINISTRATION

This phase includes all office related engineering services during the construction phase. These services commence upon award of the Contract to the CONTRACTOR by the Burleigh County Water Resource District.

Subtask 2.1 – Preliminary Construction Phase Services

A. **Contract Document Distribution.** Two (2) sets of Contract Documents including half-size plans and specifications will be provided to the CONTRACTOR.

B. **Bond and Insurance Review.** The ENGINEER will assist the OWNER in review of the necessary certifications of bonds and insurance, submitted by the CONTRACTOR to verify they are in accordance with the Contract Documents.

C. **Pre-construction Conference.** The ENGINEER will attend and conduct the preconstruction conference with the CONTRACTOR and the OWNER. The conference will be conducted in accordance with the Contract Documents.

D. **Contractor Preliminary Submittal Review.** The CONTRACTOR's initial Construction Progress Schedule and Cost Breakdown submittals will be evaluated for detail and consistency. The submittal procedure and process will also be established between the CONTACTOR and ENGINEER.

E. **Easements and Landowner Contacts.** The ENGINEER will secure necessary easements and draft letters to affected landowners to inform them of the WORK and potential impacts to their property.

Task 2.2 – Office Engineering Services

A. **Document Control System.** A document tracking and filing system will be established for the following:

- Correspondence
- Submittals
- Requests for Information
- Change Orders/Claims
- Progress Payments
- Schedules
- Others as Necessary

B. **Construction Schedule.** The CONTRACTOR's construction schedule will be evaluated for conformance with Contract schedule, critical path elements, cost breakdown, weather delays, and overall logic.

C. **Progress Payments.** CONTRACTOR's monthly request for Progress Payment will be reviewed with respect to schedule, cost breakdown and constructed quantities and values. The approved Progress Payment will be transmitted to the OWNER. All quantities will be field verified and agreed to by the ENGINEER and CONTRACTOR's Superintendent.

D. **Submittal Review.** CONTRACTOR submittals including detailed calculations, shop drawings, fabrication and installation drawings, catalog sheets, data, and samples will be reviewed and returned to the CONTRACTOR with copies transmitted to the ENGINEER and OWNER.

E. **Change Orders.** The ENGINEER will provide the following services in resolving conditions which will result in a change in schedule or costs from the Construction Contract:

- Design Review. Review the impact on the design of each change order.
- Field Inspection. Conduct an inspection in the field with the CONTRACTOR to review the conditions surrounding the proposed change order.
- Cost Estimating. Evaluate the CONTRACTOR's proposed change order value and time extension.
- Schedule Analysis. Perform a schedule analysis to determine the impact on the scheduled contract time and the CONTRACTOR work effort.

PHASE 3 – FIELD ENGINEERING SERVICES

This phase includes all services provided by the ENGINEER's "Resident Project Representatives". The term "Resident Project Representatives" (RPR) shall mean those employees of the ENGINEER who are authorized by the ENGINEER to provide construction surveillance and administer the execution of the construction phase of the Contract, acting either directly or through properly authorized agents, each agent acting only within the scope of authority delegated to him by the ENGINEER. The responsibilities of the RPR under this Contract will not include responsibility for the superintendence of the construction process, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the site of the work.

Notwithstanding any inferences, references or omissions to the contrary contained within this scope, the OWNER understands that the ENGINEER shall not direct the construction means and techniques of any contractors, subcontractors, etc. at the job site. ENGINEER's duties relative to field observations shall be understood to include making reasonable efforts to guard the OWNER against defects and deficiencies in the work of the CONTRACTOR and to determine if the provisions of the Contract Documents are being fulfilled.

The ENGINEER will provide Resident Project Representative(s) (RPR) during periods of key construction activity.

A. **Onsite Field Observation and Monitoring.** Provide onsite field observation and monitoring of the quality and progress of the construction to help determine if the provisions of the construction documents are being fulfilled and to responsibly carry out the program of inspection to guard the OWNER against defects and deficiencies in the work of the CONTRACTOR and to advise the CONTRACTOR when defects and deficiencies are observed in the work.

B. **Project Construction Reports.** Complete Daily Logs will be kept which record the construction activities, equipment and crews, observations, decisions and issues.

C. **Progress Meetings.** A regularly scheduled meeting may be conducted with the CONTRACTOR to review the progress of the work, define upcoming goals, and identify and address field issues.

D. **Coordinate Field Testing.** Field and laboratory testing, sampling, and logging of the results will be provided for soils and aggregates to determine compliance of the materials with the construction contract requirements. The CONTRACTOR will be notified of any unsatisfactory results and retesting will be conducted after corrections are made.

E. **Progress Payment Verification.** The CONTRACTOR's monthly progress payment request will be reviewed for accuracy of completion of quantities and price as stated on the CONTRACTOR'S BID.

F. **Photographs.** Pre-construction and progress photographs of construction work will be taken and catalogued to document progress of the work and job site conditions.

G. **Final Review and Inspection.** A review and inspection of the construction work will be conducted and a final "punch list" will be prepared. A final inspection will be conducted after the CONTRACTOR has completed the "punch list" items.

H. **Record Drawings.** The CONTRACTOR's record drawings will be reviewed to verify constructed facilities changes are posted.

I. **Files.** Orderly files will be maintained. Standard forms provided by the ENGINEER and OWNER will be used for reporting and recording. These records and files may include, but not be limited to the following:

- Daily reports
- Complete set of updated Contract Documents
- Shop drawings
- Pending and completed change orders
- Test reports
- Survey notes
- Transmittal records
- Record of weather and wet days
- CONTRACTOR's crew and equipment status and activity
- CONTRACTOR payment requests
- Construction correspondence
- Meeting notes

PHASE 4 – CONSTRUCTION SURVEYING

This phase includes all the necessary construction staking to provide line and grade for dike, drainage reconstruction and structures. It also includes final survey for record drawings and generation of final horizontal and vertical line and grade.

PHASE 5 – PROJECT CLOSEOUT

This phase includes all services related to final closeout of Construction, final acceptance of the project by the OWNER and generation of record drawings.

Task 5.1 – Final Inspection

The ENGINEER, OWNER and CONTRACTOR will inspect the constructed facilities after final completion of the "punch list" items and after receiving CONTRACTOR's request for final payment. All activities required of the CONTRACTOR to achieve "Final Completion" will be finalized.

Task 5.2 – Final Change Order and Progress Payment

The ENGINEER will provide necessary review and documentation to finalize recommendation for issuance for CONTRACTOR's "Final Payment", including disposition of retainage (if any) release of bonds and provision of required warranties.

Task 5.3 – Record Drawings

The design documents will be updated to "As Constructed" documents utilizing the CONTRACTOR's maintained set of record drawings, as well as the resident project representatives' records.

PRODUCT

The ENGINEER will provide all engineering services necessary during the construction phase. The final product will be acceptance of the constructed project and completed Record Drawings delivered to the OWNER.

SCHEDULE

The scheduled date of completion for the phased and tasks included in this Specific Authorization will be October 30, 2015.

COMPENSATION

Compensation for *Specific Authorization 5D* will be in accordance with the Agreement for Engineering Services - Hourly Rates and Charges, with a not to exceed amount of $47,500 without further authorization. This scope of services does not include the evaluation of obstructions located downstream along the Old Burnt Creek Channel, or items related to the assessment district, financial review, financing and bonding activities. These tasks will be completed as directed by the Burleigh County Water Resource Board, and compensated for on a time and materials basis.

OWNER'S REPRESENTATIVE: BURLEIGH COUNTY WATER RESOURCE DISTRICT	HOUSTON ENGINEERING, INC.
BY: _____ Terry Fleck, Chairman	BY: _____ Sherwin Wanner, PE, Principal
Date: 4/8/2015	Date: 1 April 2015

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BURLEIGH COUNTY Water Resource DISTRICT

Burleigh County Water Resource District

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

April 22, 2015

Todd Sando, PE,
North Dakota State Engineer
900 East Boulevard
Bismarck, ND 58505

RE: Burnt Creek Floodway Flood Damage Restoration – Cost Share Amendment

Dear Mr. Sando:

On May 14, 2013 the Burleigh County Water Resource District (District) requested cost share assistance for repairs proposed for the Burnt Creek Floodway Project. The repairs were intended to correct damages incurred during the 2011 flood event. The projected eligible construction costs at that time were $146,340. We also proposed to complete a clean out of sediments in the channel, but that work was deemed maintenance and was ineligible. The projected cost of the cleanout at that time was $100,000. In response to our request, the State Water Commission approved cost share assistance in the amount of $87,804, or 60% of the eligible $146,340.

We have since bid the project twice. Last fall, we received only one non-compliant bid, which significantly exceeded the Engineer's Estimate. Subsequently, the project was re-bid this spring and awarded to Bohlman Trenching Service, Inc. A summary of the bid tabulation is enclosed. The total accepted bid, excluding the non-eligible maintenance items, was $260,348. Since then the Board has negotiated a $17,032 deduct due to a lower cost source for borrow, see Change Order #1. This is still $96,976 greater than the basis for the original cost share approval, and we hereby request your consideration of an additional cost share of $58,185.

When the project was re-bid we solicited bids for the three alternate items. Alternate #1 is for the installation of a sluice gate system on the culverts at Highway 1804, which pass low flows into the original Burnt Creek channel to the south. This base flow system is an original environmental design and a downstream water supply project requirement, with the floodway channel used to convey the higher damaging flood flows. The inability to divert the bases flows has had a negative impact on the floodway channel, because it is never dry, making maintenance far more difficult. These culverts will be cleaned under this project and the sluice gate installed to increase the operational effectiveness of the system.

Alternate #2 involves fencing along the southern levee in an attempt to prevent the public from using the levee as a trail for motorized, including off road, vehicles. This has been an on-going issue and has resulted in depressions along the levee, which negatively impacts its ability to provide the intended flood control benefits. Alternate #3 is for the salvage and repair of a vehicle gate system to limit access by motorized vehicles to the levee and trail. None of these alternates were included in the original project scope when the cost share was requested and approved. The following table summarizes the bids prices received for these three alternates.

Current Board Members:

Terry Fleck, Chairman, Bismarck 223-9768 Dennis Reep, Vice Chairman, Bismarck 557-9621 Gordon Weixel, Secretary/Treasurer, Bismarck 258-5390
Greg Larson, Manager, Bismarck 400-7217 Rick Detwiler, Manager, Bismarck 223-8782

Alternate No.	Alternate Bid	SWC Cost Share @ 60%	Remaining Local Share
Alternate #1 Sluice Gates	$32,000	$19,200	$12,800
Alternate #2 Fencing	$24,500	$14,700	$9,800
Alternate #3 Gate	$3,800	$2,280	$1,520
Totals	**$60,300**	**$36,180**	**$24,120**

Therefore, we request your consideration for the additional $58,185, 60% of the cost increase since the original estimate, as well as $36,180 of cost share for the three alternates described above. The combined request for cost share increase is $94,365. Since this project is now under construction the District is seeking concurrence on the overrun and eligibility of the alternates as they work towards project completion. A copy of the final plan set is attached for your consideration as well to note the location of all work on the project. Please advise as to the eligibility determination as soon as practical.

If you have any questions or require additional information, please contact Michael Gunsch of Houston Engineering at (701) 323-0200 or by email at mgunsch@houstoneng.com.

Sincerely,

Terry Fleck, Chairman
Burleigh County Water Resource District

Enclosures

C: Michael Gunsch, HEI

Change Order

No. 1

Date of Issuance: 4/30/15 Effective Date: 4/30/15

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: Bohlman Trenching, Inc.		Engineer's Project No.: 4241-300

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

Description:

Item #3 – Borrow Excavation: Revise unit Price from $30.00/CY to $25.50/CY for a DECREASE of $17,032.50
Item #15 – Add 1 EA New 32' Double Swing Gate at $4,725.00/EA for an INCREASE of $4,725.00
Item #19 – Add 2 EA Sluice Gate at $16,000/EA for an INCREASE of $32,000.00
Item #20 – Add 1 LSUM Fence at $24,500/LSUM for an INCREASE of $24,500.00
Total value of this Change Order is an INCREASE of $44,192.50

Attachments (list documents supporting change):

Proposal from Bohlman Trenching Dated 4/20/15 for Borrow Excavation price change

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $373,898.00	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. N/A to No. N/A: $N/A	[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A: Substantial completion (days): N/A Ready for final payment (days): N/A
Contract Price prior to this Change Order: $373,898.00	Contract Times prior to this Change Order: Substantial completion (days or date): July 17, 2015 Ready for final payment (days or date): July 31, 2015
[Increase] [~~Decrease~~] of this Change Order: $44,192.50	[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: $418,090.50	Contract Times with all approved Change Orders: Substantial completion (days or date): July 17, 2015 Ready for final payment (days or date): July 31, 2015

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Travis G Johnson	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 5/1/15	Date: 05/01/2015	Date: 5/1/15

Approved by Funding Agency (if applicable):

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BOHLMAN TRENCHING SERVICE, INC.

P.O. BOX 238

THOMPSON, ND 58278

BID PROPOSAL

OFFICE: 701 599-2360 FAX: 701 599-2086
CELL: 701 739-2165 email: bohlmantrenching@yahoo.com
ESTIMATOR: DAVID BOHLMAN, PRESIDENT

ESTIMATE DATE: April 20, 105
PROJECT NAME: Burnt Creek Flood Control
TO: Houston Engineering
Travis Johnson

SPEC NO.	DESCRIPTION	QTY	UNIT	PRICE	SUM
1	Borrow Excavation	3785	CY	$25.50	$96,517.50

Burnt Creek Flood Control 2011 Flood Damage Restoration Project
Burleigh County, North Dakota

February, 2015

This document was originally issued and sealed by Travis G. Johnson, PE, Registration Number 5746, on February 4th, 2015 and the original documents are stored at Houston Engineering, Inc., 3712 Lockport St., Bismarck North Dakota 58503

_____
Travis G. Johnson, P.E.
License No. 5746

Date: _____

HoustonEngineering Inc.

Houston Engineering Inc.
3712 Lockport Street
Bismarck, ND 58503
Ph. (701) 323-0200
HEI Project No. 6296-001

ADDENDUM NO. 1

Construction of Burnt Creek Flood Control
2011 Flood Damage Restoration Project
Burleigh County, North Dakota

Date of Issue: February 23, 2015

Date of Bid Opening: March 3rd, 2015 @ 11:00 a.m.

NOTICE TO ALL PLANHOLDERS:

Please insert this Addendum into your copy of the project Contract Documents.

The following changes and/or additions to the Contract Documents for the project are issued by the Engineer and shall have the same force and effect as though part of the original issue.

REVISIONS TO THE NOTICE INVITING SEALED PROPOSALS (BIDS)

1. None

REVISIONS TO THE CONTRACT DOCUMENTS:

1. None

REVISIONS TO THE SPECIFICATIONS:

1. None

REVISIONS TO THE PLANS:

1. Plan Sheet 2 of 11: Estimated Quantities

   Item #16 – Change Unit to LSUM.

All other requirements and stipulations of the plans and specifications shall remain in effect.

The receipt of this addendum shall be acknowledged in the Bidder's Proposal.

HOUSTON ENGINEERING, INC.

By: _____
Travis G. Johnson, P.E.

Q0

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I. INFORMATION TO BIDDERS

A. BID PROCEDURES

1. Burleigh County Water Resource District hereafter called the "Owner", will receive bids on the attached proposal form. All blanks on the proposal must be appropriately filled in and left attached to the project manual. The bid must be properly executed, signed and placed in an envelope addressed to "Burleigh County Water Resource District" and designated as "Burnt Creek Flood Control 2011 Flood Damage Restoration Project, Burleigh County, North Dakota."

2. The Bidders shall acknowledge receipt of addenda on both the outside of the envelope and on the appropriate blanks on the proposal documents. The bids shall be received at the office of Houston Engineering, 3712 Lockport Street, Bismarck ND 58503 by **March 3, 2015 at 11:00 A.M.** local time, at which time the bids will be opened and read aloud.

3. In a separate envelope, attached to the outside of the envelope containing the proposal each bidder shall enclose a copy of their North Dakota Contractors license or certificate of renewal thereof issued by the Secretary of State as required by Section 43-07-12 if the North Dakota Century Code as amended. All bids must be upon the basis of cash payment for the work and materials.

4. The Owner reserves the right to reject any and all bids, to waive any irregularities and to hold all bids for a period not exceeding thirty (30) calendar days after the date of bid opening.

5. Houston Engineering, Inc. 3712 Lockport Street, Bismarck, ND 58503, will furnish any prospective Bidder a copy of such Plans and Specification following receipt of payment of **Forty dollars ($40.00), NON-REFUNDABLE,** or each set of documents requested, or a CD may be obtained with the documents in electronic (.pdf) format following a receipt of payment of **Twenty Five dollars ($25.00), NON-REFUNDABLE.** Bidding documents may be downloaded from QuestCDN.com, **Project #3689186**, for a fee of **$25.00**.

6. Bidders shall satisfy themselves as to the nature of the material to be handled and the local conditions affecting the work, and if conditions are found to be different than anticipated by the Contractor subsequent to the signing of the Agreement, it shall not in any way relieve the Contractor from its obligation or any risks from the fulfillment of all the work and terms of the contract.

7. Each bid shall be accompanied by a separate envelope, attached to the outside of the envelope containing the proposal, containing a bidder's bond in the amount of five (5) percent of the amount of the bid as required by Section 48-01.2-10, North

Dakota Century Code, as amended and executed as provided by law. The Bond may be in the same envelope as the Contractor's License.

B. AGREEMENT AND DOCUMENTS POST BID

1. The bidder to whom the work is awarded will be required to enter into an Agreement and with the requirement for performance bond, payment bond, certificates of insurance, and Workforce Safety & Insurance Premium Payment Certificate. Said documents shall be delivered to the Consulting Engineer within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder.

2. The Owner, upon receipt of the above described documents and Form of Agreement and all other necessary paperwork signed by the party of whom the Agreement was awarded shall sign this Agreement. After receipt of said items and completion of permit requirements, the Consulting Engineer shall issue a Notice to Proceed. The Contractor shall have until **July 31, 2015** to complete all Work. The date of commencement shall begin when the Notice to Proceed is issued. Any requests for additional time shall be submitted to the Engineer as specified in the North Dakota Department of Transportation Standard Specifications for Road and Bridge Construction 2014 in Section 108.06 B. If construction is unfinished at the completion date, the Contractor shall be subject to liquidated damages as specified in the North Dakota Department of Transportation Standard Specifications for Road and Bridge Construction 2014 in Section 108.07 B.

II. GENERAL CONDITIONS

A. The work shall be performed in accordance with the North Dakota Department of Transportation Standard Specifications for Road and Bridge Construction 2014 as supplemented and/or modified by the enclosed Project Special Provisions. It shall be necessary for the Contractor to reference materials in the said specifications not included herein.

B. The enclosed Project Special Provisions, the North Dakota Department of Transportation Standard Specifications for Road and Bridge Construction 2014, the Plans and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both. In case of discrepancy, calculated dimensions will govern over scaled dimensions. In case of discrepancy between plans and specifications, the plans will govern.

C. The Contractor shall take no advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, the Contractor shall immediately notify Engineer. The Engineer will then make such corrections and interpretations as may be necessary for fulfilling the intent of the Plans and Specifications.

D. The Contractor will be supplied with a minimum of two sets of approved plans and contract assemblies including Project Special Provisions, one set of which the Contractor shall keep available on the work site at all times.

E. While it is believed that much of the information pertaining to conditions which may affect the cost of the work are shown on the Plans or indicated in the Specifications neither Burleigh County Water Resource District nor Houston Engineering, Inc., hereafter called the "Consulting Engineer", warrants the completeness or accuracy of such information. The Contractor shall ascertain the existence of conditions affecting the cost of the work, which would have been disclosed by a reasonable examination of the site.

F. The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Consulting Engineer/County Engineer and other Contractors in every way possible to complete the project within the designated time frame and authorized extensions.

G. The Contractor shall thoroughly examine all project documents as well as any associated or related Burleigh County Water Resource District or manufacturer's documents.

H. The Contractor shall consider all federal, state and local laws and regulations that may affect the cost, progress and performance of the work.

III. PROPOSAL

A. The Bidder hereby certifies that he has personally examined the location and construction details of work outlined on the plans and specifications for the construction of Burnt Creek Flood Control 2011 Flood Damage Restoration Project, Burleigh County Water Resource District, North Dakota.

B. Further, the bidder certifies that he has read and thoroughly understands the plans and specifications and contract documents governing the work associated with these improvements and the method by which payment will be made for said work.

C. In submitting this bid it is understood that the right to reject any and all bids is reserved to the **Owner**, and it is agreed that this bid may not be withdrawn during the period of days provided in the Information to Bidders.

D. The quantities shown are estimated quantities based on information available at the time of design. It is mutually understood that these quantities may change at the time of construction due to changes or unforeseen conditions which may be encountered during construction. Payment will be made for the final amount of work completed at unit prices specified in the contract. Linear and ton quantities will be rounded to the nearest foot or ton. Those quantities for imported materials measured in CY or TON will be paid based on quantity from load tickets collected from a certified scale and provided to the Engineer, unless otherwise agreed to in writing.

E. The Bidder hereby proposes to undertake and complete the work embraced in these improvements in accordance with said plans, specifications and contract documents and at the following schedule of rates and prices:

Burnt Creek Flood Control 2011 Flood Damage Restoration				
Description	Unit	Quantity	Unit Price	Amount
Contract Bond	LSUM	1	10,500.00	10,500.00
Mobilization	LSUM	1	10,000.00	10,000.00
Borrow Excavation	CY	3,785	30.00	113,550.00
Waste Excavation	CY	**90**	16.50	1,485.00
Riprap	**TON**	**899**	70.00	62,930.00
Import Topsoil	**CY**	**2,182**	16.00	34,912.00
Seeding Class **II**	ACRE	7.0	2,000.00	14,000.00
Seeding Class **III**	ACRE	2.7	2,000.00	5,400.00
Geotextile	SY	**693**	2.00	1,386.00
Wood Excelsior Fiber Mat	**SY**	**8,260**	2.00	16,520.00
Remove and Salvage Culvert All Types & Sizes	LF	**40**	10.75	430.00
Pipe Conduit 24 IN	LF	40	40.00	1,600.00
Canal Gate 24 IN	EA	1	1,950.00	1,950.00
Muck Excavation	LS	1	73,520.00	73,520.00
New **32' Double Swing Gate**	**EA**	**1**	4,725.00	4,725.00
Clean Culverts	**LS**	1	3,500.00	3,500.00
Floating Silt Curtain	LF	555	18.00	9,990.0
Clearing & Grubbing	LS	1	7,500.00	7,500.00
			Total Base Bid	373,898.00
ALTERNATE #1				
Sluice Gate	EA	2	16,000.00	32,000.00
ALTERNATE #2				
Fence	LS	1	24,500.00	24,500.00
ALTERNATE #3				
Salvage and Repair Existing Gate		1	3,800.00	3,800.00
			Total Base Bid plus All Alternates	434,198.00

F. The Bidder hereby certifies:

1. That this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any groups, associations, or organizations.

2. That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

3. That he has not solicited or induced any person, firm or corporation to refrain from bidding.

4. That he has not sought by collusion or otherwise to obtained for himself any advantage over any other bidder or over the **Owner.**

5. All work performed under this contract shall be by the company or firm to which the contract is awarded and no portion shall be awarded to a subcontractor unless authorized in writing by the **Owner.**

6. He has received addenda:

No.	Dated	Initial
1	2-23-15	DTB DTB

G. The following documents are attached and made a condition of this bid: Copy of North Dakota Contractor's License or Certificate of Renewal.

H. The **Contractor** shall be required to submit the **entire Project Manual** with the proposal attached.

I. The **Contractor** shall indicate the type of organization by placing an "X" in the correct designation.

Individual _____ Partnership _____ Corporation X

J. The **Contractor** shall fill in the following information regarding their North Dakota Contractor's License:

License Class	A
License Number	30303
Date Issued/Renewed	February 24, 2015.

K. The **Contractor** shall sign and supply all the following information:

Firm Name	Bohlman Trenching Service, Inc.
Signature	David Bohlman
Title of Signee	President
Official Address	1372 7th Ave NE, Thompson, ND 58278
Phone No. (Office)	701 599-2360

FORM OF AGREEMENT

CONTRACTING PARTIES:

OWNER: Burleigh County Water Resource District
P.O. Box 5518
Bismarck, ND 58506

PROJECT: Burnt Creek Flood Control 2011 Flood Damage Restoration Project
Burleigh County, ND

THIS AGREEMENT made this ____ day of _____, 2015, by and between Burleigh County Water Resource District, hereinafter called the OWNER, and _____ _____ hereinafter called the CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete all work indicated in Contract Documents as may be modified in accordance with Contract Documents.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and the completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED, and will substantially complete the same not later than July 17, 2015. Project Completion and final site restoration work will be completed no later than July 31, 2015.

4. The CONTRACTOR agrees to perform all of the WORK described in CONTRACT DOCUMENTS and comply with the terms therein for the sums shown on the BID Schedule, a copy of which is attached and made part of this Agreement.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

   a. Information to BIDDERS
   b. Completed BID, copy attached hereto
   c. BID BOND
   d. NOTICE OF AWARD
   e. General Conditions of the CONTRACT
   f. Performance BOND (North Dakota)
   g. Payment BOND (North Dakota)
   h. This Agreement
   i. Certificates of Insurance
   j. Power of Attorney
   k. Contractor's License
   l. N.D. Sales/Use Tax Clearance
   m. N.D. Workers Compensation Certificate of Premium Payment
   n. NOTICE TO PROCEED
   o. CHANGE ORDERS
   p. DRAWINGS prepared by Houston Engineering Inc. numbered as follows and dated February, 2015.

Sheet No.	Title
No. 1	Cover Sheet, Vicinity, and Location Map
No. 2	Estimated Quantities & Construction Notes
No. 3	Details
No. 4 – 7	Site 1, 2, and 3 Plan and Profile
No. 8 – 11	Site 3 Cross Sections

   q. PROJECT MANUAL prepared by Houston Engineering Inc, dated February, 2015.

   r. ADDENDA:
   No. _____, dated _____, 20__
   No. _____, dated _____, 20__
   No. _____, dated _____, 20__

   s. Army Corps of Engineers Permit (Attached to Project Manual)

6. The ENGINEER for this project shall be Houston Engineering acting through its duly qualified representatives or properly designated qualified successors acting on behalf of the OWNER.

7. The OWNER will pay the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS, and related Sections,

such amounts and in a manner required by the CONTRACT DOCUMENTS in accordance with the attached BID SCHEDULES.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

9. Retainage shall be as stipulated in Chapter 40-22-37 NDCC as amended.

10. The CONTRACTOR shall pay to the OWNER liquidated damages as specified in the North Dakota Department of Transportation Standard Specifications for Road and Bridge Construction 2014 Section 108.07 B.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies, each of which shall be deemed an original on the date first above written.

OWNER:

_____

By: Terry Fleck, Chairman

Burleigh County Water Resource District

ATTEST: _____

Name _____

Title _____

CONTRACTOR:

_____

By:_____
Name

_____
Title

_____
Address

V. SPECIAL PROJECT PROVISIONS

SPECIAL PROVISION NO. 1
Consulting Engineer's Status During Construction

The Consulting Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the Consulting Engineer as Owner's representative during construction are as set forth and will not be changed without written consent of Owner and Consulting Engineer.

Consulting Engineer will make visits to the site at intervals appropriate to the various stages of construction as deemed necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed work. Based on information obtained during such visits and observations, Consulting Engineer, for the benefit of the Owner, will determine, in general, if the work is proceeding in accordance with the Contract Documents. Consulting Engineer will not be required to make exhaustive or continuous inspections on the site to check the quality or quantity of the work. Consulting Engineer's efforts will be directed toward providing for the Owner a greater degree of confidence that the completed work will conform generally to the contract documents. On the basis of such visits and observations, Consulting Engineer will keep the Owner informed of the progress of the work.

Consulting Engineer's visits and observations are subject to all the limitations on Consulting Engineer's authority and responsibility. Particularly, but without limitation, during or as a result of Consulting Engineer's visits or observations of Contractor's work Consulting Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the work.

SPECIAL PROVISION NO. 2
Limitations on Consulting Engineer's Authority

Neither Consulting Engineer's authority or responsibility under this section or under any other provision of the contract documents nor any decision made by Consulting Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Consulting Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Consulting Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

Consulting Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the work. The Consulting Engineer shall have general authority to ensure that all work complies with the plans and specifications and has authority to stop the work when such stoppage may, in his opinion, be necessary to ensure proper execution of the contract and overall project quality. The Consulting Engineer also has the authority to reject all work and materials which do not conform to the plans and specifications and to decide all questions which arise in the execution of the work. The Consulting Engineer shall not be obliged to approve or give opinions as to the construction procedures, methods or means. All such decisions of the Consulting Engineer shall be final.

SPECIAL PROVISION NO. 3
Changes in Work

The Consulting Engineer may authorize minor variations in the work from the requirements of the plans and specifications which do not involve an adjustment in the contract price. Such authorizations should not materially affect the size of the project and shall be compatible with the original design concept. This work may be accomplished by a Field Order and will be binding on the Owner and Contractor. The Contractor shall perform the Field Order work involved promptly.

If the Contractor or Consulting Engineer agree that extra work is necessary that was not contemplated in the plans and that no price has been determined; then, said parties shall endeavor to agree on a price for said work. Assuming an agreeable amount has been determined, the work shall be accomplished by Change Order. Change Orders are subject to approval by the Owner. An example Change Order form is attached to this manual.

If the Contractor contends that additional compensation is due for work or material not covered in the contract, the Contractor shall notify the Consulting Engineer in writing of the intention to file a claim and the basis for additional compensation before beginning or continuing construction of the affected work. If the basis for the claim does not become apparent until after proceeding with the work and it is not feasible to stop the work, the Contractor shall immediately notify the Consulting Engineer the work is continuing and that written notification to file a claim shall be submitted within ten calendar days. The failure to give the required notification or to provide the Consulting Engineer proper assistance in keeping strict account of actual costs will constitute a waiver of the claim. Notification of the claim, and the fact that the Consulting Engineer has kept account of the costs involved, shall not be construed as proving or substantiating the claims validity. The Consulting Engineer will review each claim and within 30 days of the last submittal will recommend either acceptance or denial. Said recommendation will be forwarded to the Owner. The final decision on acceptance of the claim shall rest with the Owner.

The Consulting Engineer may direct work to be done on an hourly basis when the measurement and payment are not practical due to circumstance. Hourly work will be performed according to the Contractor's hourly rates.

SPECIAL PROVISION NO. 4
Award and Contract Security

The Bidder to whom the award is made will be required to enter into a written contract with the Owner. Simultaneously with the Contractor's delivery of the executed contract, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) for the total contract amount as security for the faithful performance of the contract and also a payment bond in an amount not less than one hundred percent (100%) of the total contract amount as security for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract.

SPECIAL PROVISION NO. 5
Contractor's Insurance

Burleigh County Water Resource District and Houston Engineering, Inc. shall also be listed as additional insureds under all required policies.

SPECIAL PROVISION NO. 6
Utility Note

It shall be the responsibility of the Contractor to familiarize themselves with the location of all existing sewer and water mains and service lines, gas mains, and service lines, telephone, cable television, power, light, telephone poles, fiber optic and guys, valve boxes, and stop boxes and all utility installations that might be affected in the performance of the work. The Contractor shall notify all utility companies at least 48 hours in advance of any construction affecting said utilities, and the Contractor and the Owner shall work out with said utilities any conflicts or changes. The Contractor shall coordinate with utility companies for any temporary or relocated utilities.

SPECIAL PROVISION NO. 7
Indemnity Agreement

The Owner and the Contractor agree to indemnify from and against all loss or expense, including attorney's fees and costs by reason of liability imposed by law upon the Owner, its elected or appointed officials or employees for damages because of bodily injury including death at any time resulting therefrom sustained by any person or persons and on account of damage to property including loss of use thereof, arising out of or in consequence of the performance of the work or other requirement hereunder, whether such injuries to persons or damage to property is due to the negligence or omission of the

Owner or the Contractor, or the employees or agents of either, or any sub-contractor, or its employees or agents.

SPECIAL PROVISION NO. 8
Proper Disposal

All trash and construction debris shall be removed from site and properly disposed of. No trash or debris shall be burned or buried on site. All muck excavated from the Burnt Creek channel at Site 3 shall be properly disposed of by being evenly spread and dried in the designated area. Once the material can be driven on, the material shall be disked to cut up vegetation and promote drying or otherwise pulverized to a uniform consistency and prepared for seeding. All costs for labor, materials and equipment to remove and dispose of the muck in the designated area, dry, pulverize the material and prepare for seeding shall be included in the unit price bid for Muck Excavation.

SPECIAL PROVISION NO. 9
Removals and Cleanup

Contractor shall remove all remaining smooth wire or barbed wire fence and fence posts along the top of the levee on the north side of the Burnt Creek channel from the Hogue Island Boat Landing down the entire length of the Burleigh County Water Resource District right-of-way to the drainage channel from the north. Bollard posts at the boat landing shall remain. The total length of fence removal is estimated to be approximately 4500 feet, but exact extents shall be verified in the field. Remove and dispose of all visible trash and debris, including debris uncovered during the course of the work. The cost for all labor, equipment, materials, transportation and disposal of all fencing materials and other debris shall be included in the unit price bid for Clearing & Grubbing. Dispose of all material in an approved landfill or recycling facility.

Extra materials, tools, and temporary structures shall be removed by the Contractor and all dirt, rubbish, and excess material shall be disposed of and the construction area left with a neat appearance. The Contractor shall conduct operations in such manner as to cause minimum inconvenience to adjoining property owners and the public.

If disturbed by construction activity, street surfacing in unpaved areas shall be restored to as good as or better than prior to construction by the Contractor. The Contractor will be required to replace paving or gravel surface removed or damaged during the construction work or repair any area disturbed or damaged as a result of Contractor's activity.

SPECIAL PROVISION NO. 10
Erosion Control

During the course of the work, the Contractor shall maintain and repair if necessary, in accordance with best management practices, all erosion and siltation control devices

established for this project. The Contractor shall minimize tracking of soil and debris onto adjacent properties and roadways and shall minimize all wind and water erosion. Tracking must be removed by the end of each work day. Contractor shall minimize dust and noise from construction activity and shall observe quiet hours from 10pm to 7am.

SPECIAL PROVISION NO. 11
Landowner Agreements

The CONTRACTOR shall stay within the permanent right-of-way as shown on the plan and any temporary construction easements acquired for the project. The CONTRACTOR shall be responsible for all damage to crops and property outside the boundaries of the easement/right-of-way and shall make satisfactory settlement for such damage directly with the property owner and/or tenants involved. CONTRACTOR shall make separate arrangements with landowners on an individual basis if desiring to go beyond the right-of-way or easement boundaries. CONTRACTOR shall document each separate agreement with landowners and furnish copies of documentation to the Engineer.

SPECIAL PROVISION NO. 12
Topsoil Stripping

All areas to be disturbed which have existing topsoil shall have the topsoil stripped and stockpiled. Topsoil shall be placed back and spread evenly after construction unless otherwise directed by Engineer. Stripping will not be paid for separately and all associated costs for stripping, salvaging and restoring topsoil shall be included in unit price bid for the associated Work. Stripping requirements shall apply to all channel and levee side slopes but not the channel bottom at Site #3. If existing topsoil is not sufficient to provide adequate topsoil depth, additional topsoil shall be imported as needed at the unit price bid for Import Topsoil and placed as directed by the Engineer.

SPECIAL PROVISION NO. 13
Embankment

A. GENERAL
   1. Prior to the placement of fill, all clearing and grubbing and stripping shall be completed.
   2. Material shall not be placed on surfaces that are muddy, frozen, contain frost, or where unsatisfactory material remains in or under the fill.
   3. All soft or yielding material and other portions of the subgrade which will not readily compact shall be removed and replaced with suitable material. The entire subgrade shall then be brought to a line and grade and foundation of uniform compaction which will provide uniform support for fill embankments to be subsequently placed.

4. The subgrade shall be scarified to a depth of six (6) inches for the full width of the subgrade. The loose materials shall then be spread and manipulated so as to bring all the material to a uniform density.

B. PLACEMENT AND COMPACTION

1. Moisture content of the fill at the time of placement shall be maintained within minus 1% and plus 3% of the optimum moisture as defined by ASTM D-698.
   a) The application of water to the fill materials shall be accomplished at the borrow areas insofar as practicable.
   b) Water may be applied by sprinkling the materials after placement on the fill, if necessary
   c) Uniform moisture distribution shall be obtained by disking.
   d) Material that is above the optimum moisture content shall either be removed or be dried to the specified moisture content prior to compaction.
   e) If the top layer of the preceding lift of compacted fill becomes too dry to permit a suitable bond it shall either be removed or scarified and moistened by the addition of water to an acceptable moisture content prior to placement of the next lift.
2. The distribution of materials throughout each zone shall be essentially uniform, and the fill shall be free from lenses, pockets, streaks or layers of material differing substantially in texture or gradation from the surrounding material.
3. Benching into existing embankment is required in order to place and compact the material in horizontal layers. The vertical face cut into the existing embankment resulting from the benching operations shall be a minimum of eighteen (18) inches in height but shall not exceed thirty (30) inches in height.
   a) The existing embankment/ground with slopes greater than 4:1 shall be benched prior to the placement of fill.
4. Embankment shall be compacted to a minimum density of 95% of the maximum density per ASTM D-698. All other fill shall be compacted to a minimum density of 90% of the maximum density per ASTM D-698.
5. Fill shall be placed in uniform uncompacted lifts not to exceed twelve (12) inches in thickness, and thoroughly mixed by disking or other approved methods to obtain uniformity of material prior to compaction.
6. During the course of the work, the Engineer will perform such quality assurance tests as are required to identify materials; determine compaction characteristics; determine moisture content; and determine density of fill in place. Tests performed by the Engineer will be used to verify that the fills conform to contract requirements of the specifications and not as a replacement for the Contractor's quality control program. Densities of fill requiring compaction will be determined in accordance with the appropriate ASTM methods which may include ASTM D1556 (Sand

Cone Method), D2167 (Balloon Method), D6938 (Nuclear Methods) D2937 (Drive Cylinder Method) and other methods approved by the Engineer. The Engineer will determine the density test which is appropriate for the conditions and materials encountered.

7. The moisture content will be determined in accordance with appropriate ASTM methods which may include ASTM D2216, D6938, D4643, D4944, D4959 and other methods approved by the Engineer. The Engineer will determine moisture content test which is appropriate for the conditions and materials encountered.
8. Where the density and moisture content tests do not meet the minimum requirements as set forth above, the Contractor, at his own expense, shall remove, replace and recompact the embankment material. A retest shall be required for every test that does not meet the minimum requirements for moisture and density. Retest shall be at the Contractors expense.
9. Once each lift has been adequately processed, the surface of each lift should be scarified to a minimum of 2" prior to placing additional lifts.
10. Fill adjacent to structures shall be compacted to a density equivalent to that of the surrounding fill by means of hand tamping if permitted by the Engineer, or manually directed power tampers or plate vibrators. Heavy equipment shall not be operated within two feet of any structure. Vibrating rollers shall not be operated within 5 feet of any structure. Compaction by means of drop weights operating from a crane or hoist or bucket packing with an excavator will not be permitted. Compaction shall be done using conventional compaction equipment as approved by the Engineer resulting in uniform compaction of the entire fill volume. The passage of heavy equipment will not be allowed over any type of conduit until the backfill has been placed above the top surface of the structure to a height equal to one-half the clear span width of the structure or pipe or two feet, whichever is greater.
11. Embankment shall not be constructed during periods when the embankment material freezes while being placed and compacted, nor shall any embankment material be placed on soil that is frozen. Where the foundation soil is frozen at a time when weather conditions are such that embankment construction could be continued without the material freezing as it is being placed and compacted, the Contractor may be permitted to excavate the frozen foundation soil and proceed with the embankment construction for so long as the weather will permit, but only if and to the extent approved by the Engineer, and with the understanding that the additional costs involved shall be at the expense of the Contractor. The frozen soil shall be pulverized or wasted and replaced with other suitable soil as may be necessary to construct the embankment as specified.

SPECIAL PROVISION NO. 14
Borrow

The contractor shall be responsible for securing the required borrow material for completing the embankment construction. Borrow material for embankment construction shall meet the requirements for Impervious Fill as described below:

a) Shall consist of clayey soil classified as CL or CH material as defined by ASTM D-2487.
b) Shall have a liquid limit greater than 25% and a plasticity index greater than 10%.
c) Shall have a gradation with a minimum of 40% passing the #200 sieve

Contractor shall be responsible for submitting a gradation and sample analysis from a certified testing laboratory indicating that the borrow material satisfies all of these requirements prior to placing any fill material on the embankment.

Material shall be free of ice, snow, frozen earth, trash, debris, sod, roots, organic matter including silts which are unstable, inorganic materials too wet to be stable, or stones larger than 3 inches in any dimension.

SPECIAL PROVISION NO. 15
Muck Excavation

The Contractor shall remove accumulated sediment, organic material and vegetation from the Burnt Creek Channel (Site 3) between the existing concrete drop structure and the Hwy 1804 bridge. The total length of the removal area is approximately 2745 feet. The approximate width of the removal area is 90 feet, and depth of removal is estimated to vary from 6 inches to 12 inches of material. The material removed shall be stockpiled against the south side of the south levee, within the construction limits. To facilitate the removal, the Contractor shall dewater the channel by cleaning the culverts at the upstream end of the channel at the Hwy 1804 bridge. Minor flows shall then pass into the culvert under Hwy 1804 which drains south along the west ditch of Hwy 1804. The culverts under Hwy 1804 and the channel to the south are intended to carry lower flows south along Hwy 1804 and higher water levels rising above the weir at the Hwy 1804 will be carried in the channel to the west from the Hwy 1804 bridge directly to the Missouri River. The Contractor shall monitor the flows to the south and ensure that the flow is not causing property damage or undue harm to downstream landowners. If a cofferdam is placed, it shall have provision for an overflow to allow water into the main channel before excessive flows are diverted to the culvert and ditch along Hwy 1804 and before headwater causes flooding upstream. Contractor shall monitor weather and flows, and shall make provisions to remove the cofferdam and return flow to the main channel if flows exceed the capacity of the channel to the south or if flows cause or are likely to cause damage downstream. The Muck Excavation shall be performed regardless of whether the channel is able to be dewatered. Contractor shall be prepared to perform

excavation with water in the channel if necessary and the presence of water in the channel shall not be the basis for any claim. The finished product shall be a smooth, uniform channel bottom free of aquatic vegetation and excess sediment. Any damage to channel side slopes shall be repaired and the slopes shall be restored to original condition or better. All costs for labor, materials and equipment to perform dewatering, muck excavation, slope restoration and removal of any temporary features shall be included in the unit price bid for Muck Excavation.

SPECIAL PROVISION NO. 16
Restoration and Seeding

Upon completion, all disturbed areas shall be restored and seeded. All seeding shall be NDDOT Class II or Class III as appropriate for the area being seeded with the exception of the Park District property, which shall be seeded as described below. If topsoil has been lost or worked into the subgrade and cannot be restored, Contractor shall import topsoil to restore disturbed areas as necessary. All costs for removing ruts and tracking, restoring all disturbed areas as near as practicable to preconstruction conditions and seeding and mulching at all sites shall be included in the unit price bid for Seeding Class II or Seeding Class III, as applicable. Any costs for removing ruts and tracking, importing topsoil as necessary for restoration, restoring grass areas, restoring all disturbed areas as near as practicable to preconstruction conditions and seeding and mulching beyond the plan quantity for each item at each site and on the Park District property shall be at the Contractor's expense. The seed mix for restoring grassy areas of the Park District property will be specified as 60% Manska Pubescent and 40% Highcrest as directed by the Park District. Seeding shall be conducted by drill seeding on flat ground and hydroseeding on top of levees too narrow to drill seed and on levee side slopes steeper than 4:1. Seeding shall not be conducted by means of surface broadcasting. Straw mulch shall be uniformly applied on any disturbed flat ground and anchored by the use of a roller punch or serrated disk, or other means acceptable to the Engineer. On areas that are hydroseeded, hydro mulch shall be applied.

Once the culverts at the Hwy 1804 bridge are cleaned and functioning, it is expected that all minor flows will pass through the culverts to the channel to the south, and except in the event of larger runoff events, the main channel shall stay dewatered. As conditions allow, the muck removal area of the channel bottom shall be seeded as Class II once the channel is dewatered, the muck is removed and the bottom restored to a uniform surface.

If construction continues too late into the year to accomplish final seeding prior to ground freezing, the Contractor shall, at the Contractor's expense, install straw mulch by roller punch or serrated disk on uncompleted disturbed areas prior to frost formation and winter shutdown, and final seeding shall be accomplished in the spring when conditions allow.

SPECIAL PROVISION NO. 17
Site #1 Access

The Owner has secured a Temporary Access Agreement with the Bismarck Park District to allow access to Site #1 across Park District property adjacent to the site.

The Contractor will be required to coordinate with adjacent landowners and the Park District and maintain access to all properties and the boat landing at all times. Contractor will also be required to monitor the gravel access road and repair any damage to the road caused by the Contractor's activity. Upon completion of the work, Contractor will be required to repair all ruts and tracking and cultivate, seed and mulch all disturbed areas. The seed mix for grassy areas of the Park District property adjacent to Site #1 will be specified as 60% Manska Pubescent and 40% Highcrest. All materials and equipment will be removed, and the area will be essentially restored to pre-construction conditions.

SPECIAL PROVISION NO. 18
Site #3 Access

The Owner has secured a Temporary Access Agreement with the Bismarck Park District to allow access to Site #3 across Park District property adjacent to the site.

The Contractor will be required to coordinate with adjacent landowners and the Park District and maintain access to all properties at all times. Primary access to the site will be along the top of the south levee within the construction limits, but the north levee may also be used. If the north levee is used, the Contractor will be required to monitor the gravel Park District trail along the top of the north levee and to restore gravel and repair any damage to the trail caused by the Contractor's activity. Contractor will also be required to place adequate signage upon the trail to inform trail users of the Contractor's activity, or to temporarily close the trail if necessary. Upon completion of the work, Contractor will be required to repair all ruts and tracking and cultivate, seed and mulch all disturbed areas that were previously grass, as well as repair the gravel trail if necessary. All materials and equipment will be removed, and the area will be essentially restored to pre-construction conditions. All costs for labor, materials and equipment to place signage on the trail, repair ruts and tracking, and repair the trail, as well as seeding and mulching beyond plan quantity shall be included in the unit price bid for the associated work.

SPECIAL PROVISION NO. 19
Highway Culvert Sluice Gates

Two sluice gates shall be installed on the east side wingwall of the Hwy 1804 bridge over the end of two 25x16 inch CMP Arch culverts under Hwy 1804 on the south side of the Burnt Creek channel. Sluice gates shall be 27 ½ inch (Waterman), 30x24 inch (Rodney Hunt), 30x24 inch (Hydro Gate), or otherwise sized appropriately per manufacturer to

cover the 25x16 inch CMPA opening. Contractor shall be responsible for taking measurements to ensure a secure connection and proper fit. Gates shall be as manufactured by Waterman, Rodney Hunt, Hydro Gate Corp., or approved equal.

Gates shall comply with AWWA C560 - Cast Iron Slide Gates, unless indicated otherwise.

Gates shall be new and of current manufacture. They shall be adequately braced to prevent warping and bending under the intended usage.

Gate actuators shall be sized, selected, and furnished by the gate manufacturer.

Construction: Unless otherwise indicated, materials of construction shall be in accordance with AWWA C501, suitable for the service.

Lifting Devices: Lifting devices shall be provided complete with stem, lifting nut, intermediate supports with steady bushings and hand wheel. Lifting devices shall be weatherproof and shall be mounted on cast iron or fabricated steel pedestals. The pedestals shall have an ample base or bracket area to evenly distribute the load to the supporting concrete structure. The centerline of the manual actuator shall be approximately 3-feet above the base for pedestal-mounted, and approximately 3-feet above the adjacent ground for frame-mounted actuators. Slide gate hoist heads shall be cast iron. The operating nut shall be of solid bronze, ASTM B 584. Operating thrust shall be taken on roller or ball bearings. All parts shall be provided with an alternate lubrication system. The unit shall be designed for a maximum of 40 lb effort on the rim of the hand wheel to operate the gate. Clockwise movement of the handwheel shall close the gate.

Grout: Gates mounted against concrete walls without wall thimbles shall be installed with one-inch of non-shrink grout between the wall and the gate flange.

The Contractor will be required to divert channel flow and dewater the east end of the culvert and clear away sediment to install the sluice gates. The contractor shall verify the existing conditions and dimensions, and shall furnish a correctly sized sluice gate capable of being installed at this location. If necessary, minor modifications may be made to the footing, with approval from the Engineer and the NDDOT.

Contractor shall contact the NDDOT to acquire the required permit to work in the highway right-of-way, and shall also carry adequate insurance to satisfy NDDOT requirements.

Upon completion of the work, Contractor will be required to remove all cofferdams and temporary structures, repair all ruts and tracking and cultivate, seed and mulch all disturbed areas that were previously grass, as well as repair any gravel or paved surfaces

damaged by construction activity. The Contractor shall also verify that the culverts have remained clean during construction and shall remove any accumulated sediment. All materials and equipment will be removed, and the area will be essentially restored to pre-construction conditions. Unit price bid for Sluice Gate shall include all labor, materials, transportation, equipment and incidentals to furnish and install the Sluice Gate plus any minor adjustments as site conditions may require.

SPECIAL PROVISION NO. 20
Highway Culvert Cleaning

In conjunction with installing the sluice gates, the two culverts under Hwy 1804 shall be cleaned out by excavating accumulated muck from both ends of the pipe and by cleaning out the inside of the culvert by hydrojetting or other suitable means to create a clear flow path. Sediment generated by cleaning shall be removed to an approved disposal area. Once cleaned, both culverts will be televised to verify that they are clear of sediment and to check for damage and corrosion. All costs to clean and televise the culverts shall be included in the unit price bid for Clean Culverts.

Once cleaned and operational, these culverts will divert minor flows to the old channel to the south which will facilitate dewatering and muck excavation in the main channel to the west.

SPECIAL PROVISION NO. 21
Fence and Gates

Fence: Fence wire shall be 4 strands of No. 12-1/2 gauge steel wire, twisted galvanized barbless cable spaced at 12 inches, tensioned and secured with fence staples or clips. Bottom strand shall be approximately 12 inches off the ground.

Line Posts: Line posts shall be 10 feet on center and shall be 6 foot steel tee post, 1.25 lb per foot. Every fourth line post shall be a 4 inch minimum diameter by 8 foot long pressure treated wooden post. A post brace shall be installed every 200 feet.

End Posts and Corner Posts: End posts and corner posts shall be 5-inch by 8 foot long nominal pressure treated wooden posts.

Gate Posts: Gate posts shall be 6-inch by 8-inch, 8 foot long nominal pressure treated wooden timbers set in concrete. Gate post shall be centered in 12 inch diameter hole. Concrete for gate posts shall have a minimum compressive strength of 3500psi and may be in the form of ready mixed concrete, bagged concrete mixed on site per manufacturer's instructions, or as approved by Engineer. Concrete shall not be added to the hole dry, but shall be mixed prior to placing in the hole and then rodded in place around the post.

Post Brace Assembly: Post brace assembly shall be standard brace assembly provided at each end post, gate post and at both sides of each corner post and intermediate brace post.

Gates: New gates shall be double swing tube gate constructed of minimum 2 inch diameter, 16 ga. Steel with painted or galvanized finish. Double swing gates shall have two – 16 foot gates with security chain and lock provided.

Setting Posts: Line posts shall be spaced at 10-foot intervals, measured from center to center of the posts, parallel to the ground slope. Posts shall be set plumb, with wooden posts extending 36-inches below finish grade surface. Tee posts shall be driven so the entire anchor plate is below ground. Corner posts shall be installed where changes in the fence lines equal or exceed 15 degrees, measured horizontally. If not set in concrete, all wooden posts shall be backfilled and compacted tightly around the post.

Existing double swing gate at Hwy 1804 may be salvaged, straightened or repaired, and shall be reset with new posts and hardware, and adjusted to straight and true alignment to restore to a nearly new appearance and functionality. If in the opinion of the Engineer, the existing gate is too damaged or not worth restoring, then a new double swing gate shall be furnished and installed at the unit price bid for New 32' Double Swing Gate and the existing gate shall be disposed of. All other materials for fence and gates shall be new material. Existing damaged fence shall be removed and disposed of. New fence shall tie into chain link fence segment at Hwy 1804 bridge, replacing existing damaged portion. Payment for Fence shall be on a lump sum basis for the entire length of fence shown on the plans at Site 3. Unit prices bid for Fence and New 32' Double Swing Gate shall include all labor, materials, transportation, equipment, mounting hardware and incidentals to furnish and install the Fence and Gate as shown on the plans, remove and dispose of remnants of existing fence and debris at the site, plus any minor adjustments as site conditions may require. Unit price bid for Salvage and Repair Existing Gate shall include all labor, materials, transportation, equipment, mounting hardware and incidentals to salvage, straighten or repair and reset the gate with new posts and new hardware as shown on the plans, plus any minor adjustments as site conditions may require.

SPECIAL PROVISION NO. 22
Temporary Access Agreement

Bismarck Park District shall allow temporary access across Park District property at the south end of Hogue Island adjacent to the Hogue Island Boat Ramp and Radio Controlled Airplane Park for the delivery of material, access to the site and construction of the bank repairs associated with the completion of the Burnt Creek Flood Control 2011 Flood Damage Restoration Project. Contractor shall use the most direct route practical and shall minimize disturbance of Park District property.

The Contractor will be required to coordinate with adjacent landowners and the Park District and maintain access to all properties and the boat landing at all times. Contractor

will also be required to monitor the gravel access road and repair any damage to the road caused by the Contractor's activity. Upon completion of the work, Contractor will be required to repair all ruts and tracking and cultivate, seed and mulch all disturbed areas. All materials and equipment will be removed, and the area will be essentially restored to pre-construction conditions. This Temporary Access Agreement expires upon project Final Completion, or any authorized extension thereof.

VI. FORMS

1. Field Order
2. Change Order
3. Army Corps of Engineers Nationwide Permit
4. Contractor – Landowner Agreement Form

BID TABULATION
Burnt Creek Flood Control
2011 Flood Damage Restoration Project
Burleigh County Water Resource District

Engineer: Houston Engineering, Inc.
3712 Lockport Street
Bismarck, ND 58503

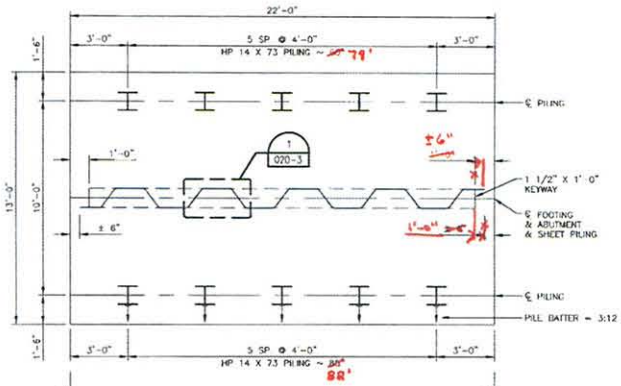
Bid Opening: September 5, 2014
11:00 A.M.

				Engineer's Estimate		Crow River Construction 21 1st Ave SW New London, MN 56273	
No.	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total
1	Contract Bond	LSUM	1	$ 5,000.00	$ 5,000.00	$ 8,000.00	$ 8,000.00
2	Mobilization	LSUM	1	$ 10,000.00	$ 10,000.00	$ 80,000.00	$ 80,000.00
3	Borrow Excavation	CY	4243	$ 6.00	$ 25,458.00	$ 15.00	$ 63,645.00
4	Waste Excavation	CY	90	$ 6.00	$ 540.00	$ 12.00	$ 1,080.00
5	RipRap	TON	785	$ 75.00	$ 58,875.00	$ 65.00	$ 51,025.00
6	Topsoiling	CY	2182	$ 6.00	$ 13,092.00	$ 22.00	$ 48,004.00
7	Seeding Class III	ACRE	2.7	$ 5,000.00	$ 13,500.00	$ 2,400.00	$ 6,480.00
8	Geotextile Fabirc	SY	693	$ 3.50	$ 2,425.50	$ 3.00	$ 2,079.00
9	Wood Excelsior Fiber Mat	SY	8260	$ 5.00	$ 41,300.00	$ 3.75	$ 30,975.00
10	Remove and Salvage Culvert All Types & Sizes	LF	40	$ 25.00	$ 1,000.00	$ 20.00	$ 800.00
11	Pipe Conduit 24 IN	LF	40	$ 120.00	$ 4,800.00	$ 80.00	$ 3,200.00
12	Canal Gate 24 IN	EA	1	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00
13	Muck Excavation	LSUM	1	$ 55,000.00	$ 55,000.00	$ 80,000.00	$ 80,000.00
14	Fence and Gates	LSUM	1	$ 13,500.00	$ 13,500.00	$ 27,000.00	$ 27,000.00
15	Sluice Gate	EA	2	$ 10,000.00	$ 20,000.00	$ 15,000.00	$ 30,000.00
16	Floating Silt Curtain	LF	555	$ 15.00	$ 8,325.00	$ 16.00	$ 8,880.00
17	Clearing & Grubbing	LSUM	1	$ 25,000.00	$ 25,000.00	$ 10,000.00	$ 10,000.00
BASE BID TOTAL - Items 1 through 17					**$ 299,815.50**		**$ 453,668.00**

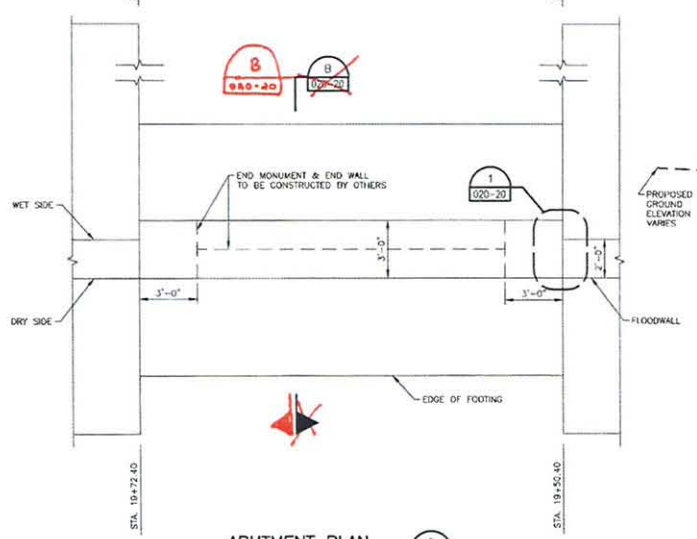
Note: Numbers that appear in **bold** represent an error on the original bid.

NOTES:

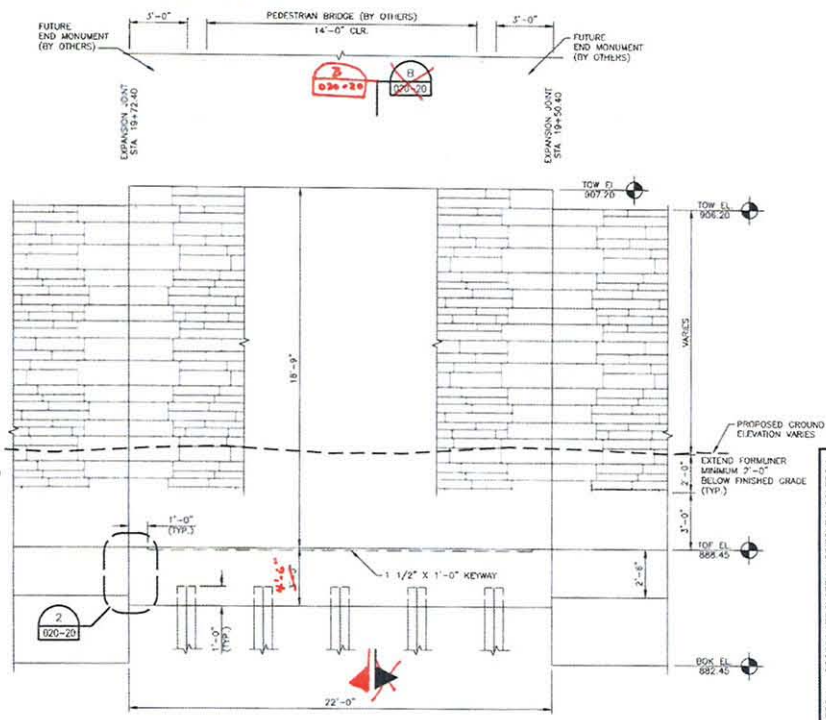
1. PILES MARKED WITH ⊢⊣ ⊢ TO BE BATTERED IN DIRECTION SHOWN.
2. PILE SPACING SHOWN IS AT BOTTOM OF FOOTING.
3. HP 14 X 73 PILE SHALL BE DRIVEN TO 159 TONS.
4. SEE SHEET C-020-21 FOR H-PILE SPLICE DETAILS.
5. SEE SHEETS C-020-3 AND C-020-21 FOR SHEET PILE DETAILS.
6. OPTIONAL CONSTRUCTION JOINTS NOT SHOWN SHALL REQUIRE A KEYWAY AND BE APPROVED BY THE ENGINEER.
7. FORMLINER SHALL BE IN ACCORDANCE WITH DETAILS ON SHEET C-020-13.
8. TOW = TOP OF WALL.
9. TOF = TOP OF FOOTING.
10. BOK = BOTTOM OF KEY.



FOOTING PLAN
NOT TO SCALE



ABUTMENT PLAN
NOT TO SCALE



ABUTMENT ELEVATION
NOT TO SCALE

This document is preliminary and not for construction or implementation purposes.

PRELIMINARY

HMG
HOUSTON - MOORE GROUP

2ND STREET/DOWNTOWN - IN-TOWN LEVEES
2ND STREET N FLOODWALL
RED RIVER OF THE NORTH RIVER BASIN
FARGO-MOORHEAD FLOOD RISK MANAGEMENT
CASS COUNTY, NORTH DAKOTA
PEDESTRIAN BRIDGE ABUTMENT

DATE	3-27-15
REVISED:	
REVISED:	
REVISED:	
RECORD:	
FILE NAME	
PROJECT No	WP-42F.1.S
DRAWN BY	JER
CHECKED BY	JLM
PROJ MANAGER	CGT
PROJ ENGINEER:	

ELEVATION DATUM (VERTICAL CONTROL) NAVD 88 GEOID03
COORDINATE SYSTEM (HORIZONTAL CONTROL) NAD 83 (1986) FARGO GROUND - US SURVEY FEET

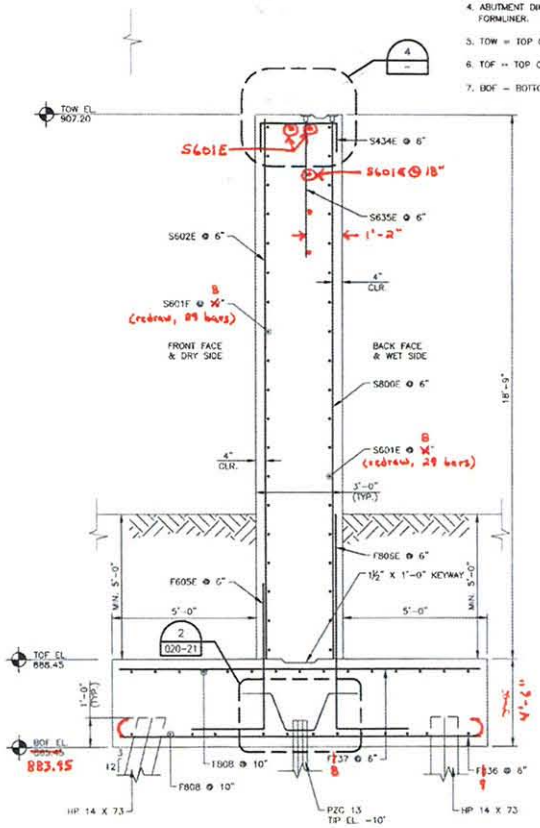
C-020-19

05/08/15 09:59:15AM \\houston\hei\Fargo\JBN\7400\7438\12_7438_009\006-In-Town Levees Phase 1\Phase 1\CAD\2nd St N_WP42F.1.S\95% Plans\020_PED ABUTMENT.dwg

118

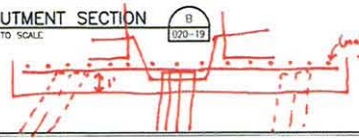
NOTES:

1. THE COUPLERS SHALL BE AN APPROVED MECHANICAL CONNECTOR CAPABLE OF DEVELOPING 125% OF THE SPECIFIED YIELD STRENGTH OF THE REINFORCING STEEL. THE COUPLERS SHALL BE EPOXY COAT ACCORDING TO AASHTO M 284. DAMAGED EPOXY COATING ON THE COUPLERS SHALL BE REPAIRED ACCORDING TO SECTION 612.03 E.
2. REBAR COUPLERS AT THE TOP OF ABUTMENT SHALL BE COVERED WITH A WATERPROOF AND REMOVABLE MEMBRANE TO STAY IN PLACE UNTIL PEDESTRIAN BRIDGE PROJECT BEGINS.
3. VERIFY S802E REINFORCEMENT BAR LENGTH BASED ON COUPLER MANUFACTURER'S RECOMMENDATIONS.
4. ABUTMENT DIMENSIONS SHOWN ARE NOMINAL AND DO NOT INCLUDE FORMLINER.
5. TOW = TOP OF WALL.
6. TOF = TOP OF FOOTING.
7. BOF = BOTTOM OF FOOTING.



ABUTMENT SECTION
NOT TO SCALE

(increase footing depth, piles still at 1'0" embedment, and put transverse reinforcement directly on top of piles)



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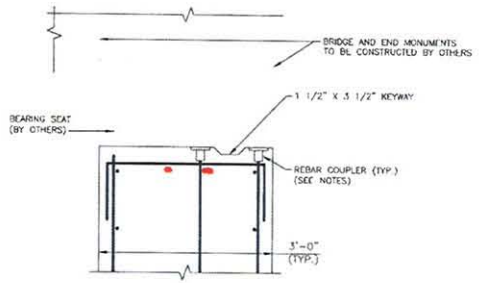

CONSTRUCTION JOINT DETAIL 4
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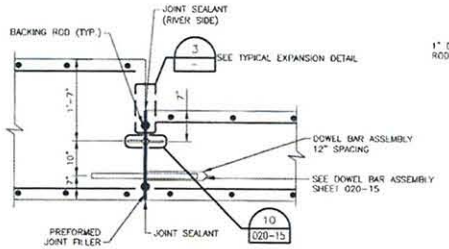
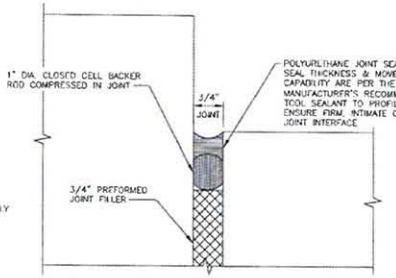
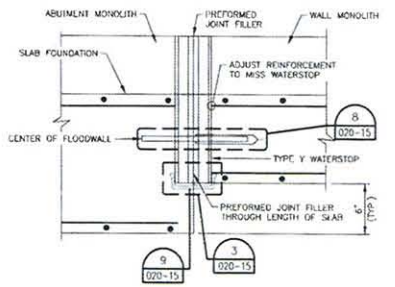


TYPICAL EXPANSION JOINT AT WALL 1
NOT TO SCALE



TYPICAL EXPANSION JOINT AT WALL 3
NOT TO SCALE



TYPICAL EXPANSION JOINT AT FOOTING 2
NOT TO SCALE

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PRELIMINARY

HMG
HOUSTON - MOORE GROUP

2ND STREET/DOWNTOWN - IN-TOWN LEVEES
2ND STREET N FLOODWALL
RED RIVER OF THE NORTH RIVER BASIN
FARGO-MOORHEAD FLOOD RISK MANAGEMENT
CASS COUNTY, NORTH DAKOTA
PEDESTRIAN BRIDGE ABUTMENT

COORDINATE SYSTEM (HORIZONTAL CONTROL)
HARN 93 (1996)
ZONE: NORTH DAKOTA - US SURVEY FEET

ELEVATION DATUM (VERTICAL CONTROL)
NAVD 88
GEOID03

DATE	3.27.15
REVISED:	
REVISED:	
REVISED:	
RECORD:	
FILE NAME:	
PROJECT No.	WP 42F 1.5
DRAWN BY:	JER
CHECKED BY:	JLM
PROJ. MANAGER	CGT
PROJ. ENGINEER:	

C-020-20

05/08/15 09:54:54M \\location\vol\Forgo_BIM\7400\7ASM\12_7458_009\006-In-Town_Levees Phase 1\Phase 1\CAD\42nd St N_WP42F.1.5\BSS Plans\020_PED ABUTMENT.dwg

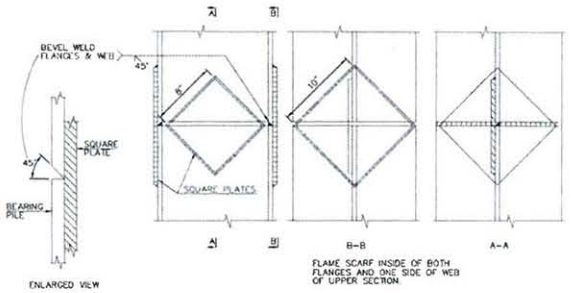
H-PILE SPLICE NOTES
STEEL H-PILE MAY BE SPLICED WITH COMPLETE PENETRATION GROOVE WELDS IN BOTH FLANGES AND WEB IN LIEU OF USING THE REINFORCING PLATES

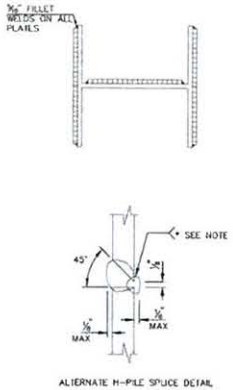
AWS CLASSIFICATION E70XX LOW HYDROGEN ELECTRODES SHALL BE USED

ALL WELDING SHALL CONFORM TO THE CURRENT AASHTO/AWS D1.5 BRIDGE WELDING CODE

THE THICKNESS OF THE STEEL SQUARE PLATES SHALL AT A MINIMUM BE AS THICK AS THE FLANGES AND WEB OF THE PILE BEING SPLICED

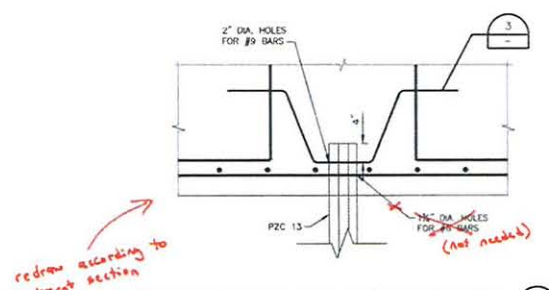
* WELDS MADE WITHOUT THE USE OF BACKING MATERIAL SHALL HAVE THE ROOT GOUGED TO SOUND METAL AND WELDED FROM THE SECOND SIDE



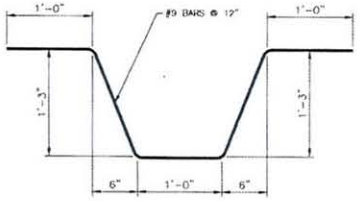


H-PILE SPLICE DETAILS (1 / 020-19)
NOT TO SCALE

NOTE:
1. ALL REINFORCEMENT REQUIRED FOR SHEET PILE EMBEDMENT SHALL BE INCLUDED IN PRICE BID FOR OTHER ITEMS



ABUTMENT SHEET PILE EMBEDMENT DETAIL (2 / 020-20)
NOT TO SCALE



ABUTMENT "U" BAR DETAIL (3 / -)
NOT TO SCALE

This document is preliminary and not for construction or implementation purposes.

PRELIMINARY

HMG
HOUSTON - MOORE GROUP

2ND STREET/DOWNTOWN - IN-TOWN LEVEES
2ND STREET N FLOODWALL
RED RIVER OF THE NORTH RIVER BASIN
FARGO-MOORHEAD FLOOD RISK MANAGEMENT
CASS COUNTY, NORTH DAKOTA
PEDESTRIAN BRIDGE ABUTMENT

ELEVATION DATUM (VERTICAL CONTROL) NAVD 88 GEOID03
COORDINATE SYSTEM (HORIZONTAL CONTROL) NAD 83 (1986) FARGO GROUND - US SURVEY FEET

DATE:	3-27-15
REVISED:	
REVISED:	
REVISED:	
RECORD:	
FILE NAME:	
PROJECT No:	WP-42F 1.5
DRAWN BY:	JER
CHECKED BY:	JLM
PROJ. MANAGER:	CGT
PROJ. ENGINEER:	

C-020-21

05/08/15 10:22:17AM \\houston\hw\Fargo\JBN\7400\7438\12_7438_009\006-in-Town Levees Phase 1\Phase 1\CAD\2nd St N_WP42F.1.5\95% Plans\020_PED ABUTMENT.dwg

120

Mona Livdahl

From: Travis Johnson [tjohnson@houstoneng.com]
Sent: Tuesday, May 19, 2015 4:51 PM
To: Terry Fleck (tfleck@attitudedr.com); Dennis Reep (Dennis.Reep@hdrinc.com); Mona Livdahl; Michael Gunsch
Subject: Pay Request for Burnt Creek

David Bohlman is looking to submit a pay request for Burnt Creek and I told him to go ahead and put together a request for the work completed to date. For the big lump sum items like cleaning out the channel, we will prorate it and I will recommend somewhere around 50 to 75% for that. I would suggest 100% payment for his bond and probably 75% for his mobilization. I will work with him to come up with reasonable numbers based on what he has done so far.

He had a question about the sluice gates that we are having him mount on the bridge abutment. For him to order the sluice gates, he has to pay for them up front, and if he ordered them today, they still would not show up until September or October. He showed me the quote, and he would have to front about $12,000 just to order them. Normal practice is to pay a contractor for stored materials once they arrive on site, but in this case he has to pay up front and the materials won't be on site for months. Due to the lead time, he wondered if he can get paid for his cost to order the gates, similar to what is typically done for stored materials, even though the gates are not physically on site.

Travis Johnson
Civil Engineer
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Mona Livdahl

From: Michael Gunsch [mgunsch@houstoneng.com]
Sent: Monday, May 18, 2015 10:05 AM
To: Craig Odenbach; David Bliss; Gordon Weixel (gweixel@nd.gov); Greg Larson; Kathleen Jones (kjathome@midco.net); Mona; 'Reep, Dennis'; Rick Detwiller; Terry Fleck
Cc: Marcus Hall (mahall@nd.gov); Einrem, Casey J. (ceinrem@nd.gov); Travis Johnson; Todd Marschall
Subject: Burnt Creek Project - Update
Attachments: IMG_2826.JPG; IMG_2827.JPG; IMG_2830.JPG

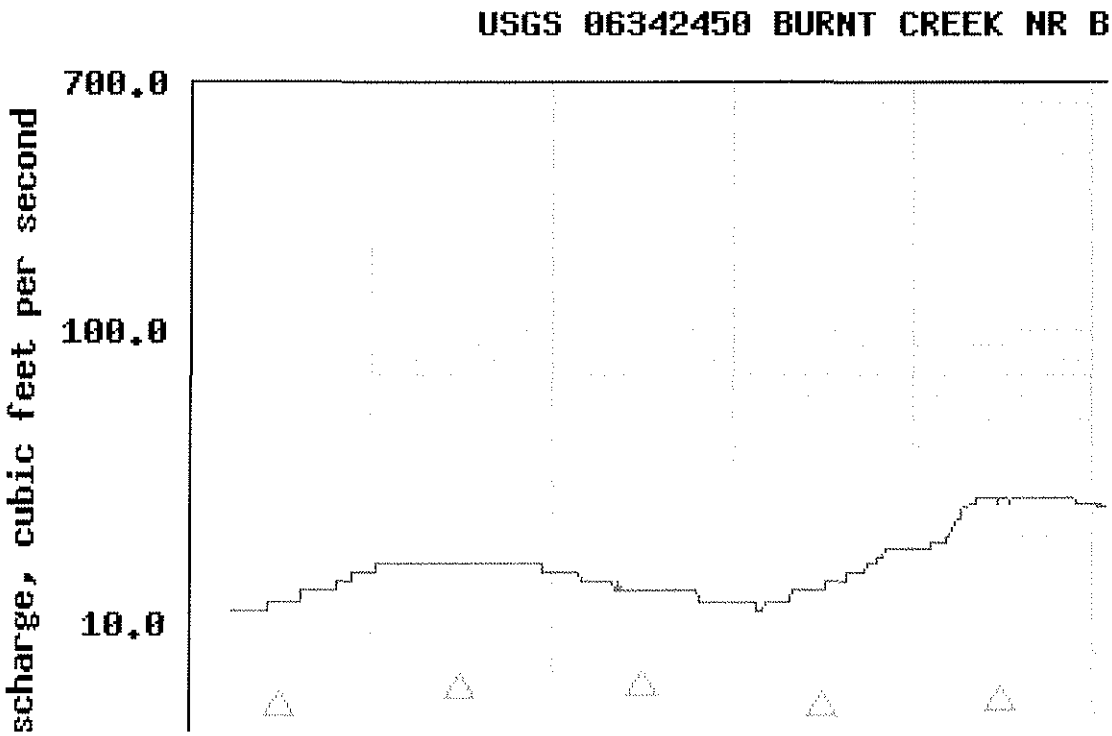
Dennis, et. al.

Due to the heavy rains work on the Burnt Creek project has been placed on hold.
See attached photos, FYI Bohlman came last night to move the pump.

Current flows at the gage are 168 cfs, after having peaked near 700 cfs.
Will be a while before they go back down, and the waters are moving though the system.

The waters overtopped the dike on the old Burnt Creek channel, where we were trying to stop the flows for a short time for the landowners downstream to catch up.
So they will be wet for a while. Looking at having someone take photos and measurements along River Road today.
Not sure based on what is on the ground with our low flow conditions that I can agree with what the AE2S model results were depicting.
Would collect current water levels from culvert measurements, photos and where possible high water marks.

Any questions let me know.



Michael Gunsch
Principal / Project Manager
Houston Engineering, Inc.

Technical Memorandum

To: Marcus Hall, PE (Burleigh County)
Daniel Schriock, PE (Burleigh County)
Dennis Reep, PE (Burleigh County Water Resources District)
Michael Gunsch, PE (Houston Engineering)

Cc: Keith Demke, PE (City of Bismarck)
Brad Wright, PE (City of Bismarck)
Linda Oster, PE (City of Bismarck)
Kim Lee (City of Bismarck)
Mel Bullinger, PE (City of Bismarck)
Terry Halstengard (City of Bismarck)

From: Jeffrey M. Hruby PE, Jonathan Lefers PE, Trevor Datwyler PE (AE2S)

Re: **Lower Burnt Creek Analysis Summary**

Date: April 23, 2015

Purpose

The purpose of this memorandum is to provide a brief summary of the City's preferred Master Plan approach for the Ash & Ward Coulee Watersheds as it relates to flooding along Lower Burnt Creek.

Background

As you know, the City is completing a Stormwater Master Plan for the Ash and Ward Coulee watersheds, which includes multiple coulees that drain across River Road and discharge into Lower Burnt Creek. Due to the flat gradient of Lower Burnt Creek, limited channel conveyance capacity, and numerous driveway and farm access road crossings restricting flow, the landowners and Burleigh County Water Resource District (BCWRD) expressed concern about the potential that development within the coulees would exacerbate flooding within the already-flood prone areas adjacent to Lower Burnt Creek.

Based on these concerns, the BCWRD partnered with the City to extend the hydrologic and hydraulic analysis that was being completed for the Ash and Ward Coulee study area all the way to the mouth of Lower Burnt Creek. Details of the analysis approach for Lower Burnt Creek are documented in two previous memoranda, titled "Lower Burnt Creek – Modeling Approach Clarifications" dated December 16, 2013 and "Lower Burnt Creek – Tailwater Conditions" dated May 29, 2014.

The current status of the Ash and Ward Coulee Stormwater Master Plan is that the City has reviewed two alternatives and selected a preferred plan that would provide peak detention and water quality improvement in City-owned regional facilities. Based on the analysis, meeting the water quality criteria was the more restrictive performance criteria, so the preferred Master Plan also provides "over detention" compared to pre-development conditions; i.e. the full build-out peak discharges draining under River Road are lower than under current conditions. The alternative Master Plan (not preferred) provided water quality treatment within each development, which would have allowed the proposed regional facilities to discharge at rates that match pre-development

conditions; in other words, the alternative Master Plan would have higher discharges than the preferred Master Plan.

Both the preferred and alternative Master Plans were evaluated with respect to changes in flood depths at road crossings along Lower Burnt Creek. The alternative Master Plan increased flooding depths in the 2-, 10-, and 100-year events at several locations (results not presented in this memorandum). The preferred Master Plan, however, matched existing flooding depths much more closely because of the "over-detention" that the Master Plan provides, but a modest increase was still noticeable at a few locations. In order to eliminate those modest increases, three crossings are proposed to be upgraded. ***Table 1*** notes the proposed upgrades along with existing and proposed water surface elevations for the 2-, 10-, and 100-year events

Conclusion

As noted in Table 1, implementation of the preferred Master Plan improvements and three minor culvert improvements, a no rise condition will be created on Lower Burnt Creek under full build-out conditions in the Ash and Ward Coulee watersheds. Proposed flood depths along Lower Burnt Creek will be at or below existing conditions for the 2-, 10-, and 100-year events.

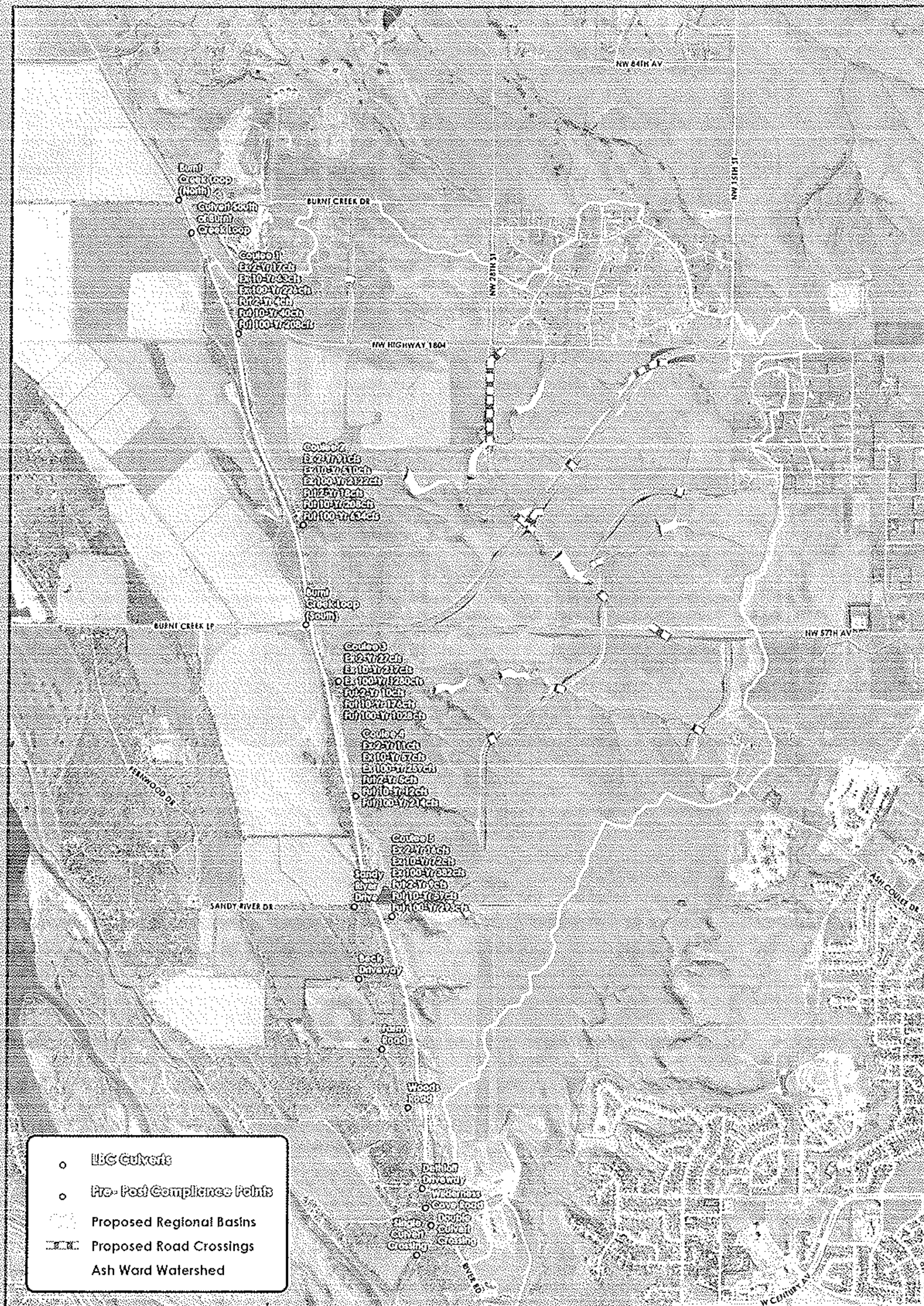
Attachments

Table 1 - Lower Burnt Creek Existing Culverts Listed North to South – Upstream Water Surface Depths

Figure 1 – Lower Burnt Creek Analysis Summary

Table 1: Lower Burnt Creek Existing Culverts Listed North to South – Upstream Water Surface Depths (Refer to Figure 1 for Locations)

Location	Existing Structure	Proposed Improvements	Existing 2-Yr	Future 2-Yr No Improvements	Future 2-Yr with Improvements	2-Yr Rise with Improvements	Existing 10-Yr	Future 10-Yr No Improvements	Future 10-Yr with Improvements	10-Yr Rise with Improvements	Existing 100-Yr	Future 100-Yr No Improvements	Future 100-Yr with Improvements	100-Yr Rise with Improvements
Burnt Creek Loop (North)	30"	None	2.8	2.8	2.8	0.0	3.3	3.3	3.3	0.0	3.9	4.0	4.0	0.0
Culvert South of Burnt Creek Loop	(2) 36"	None	2.0	2.0	2.0	0.0	2.4	2.4	2.4	0.0	3.4	3.4	3.4	0.0
Burnt Creek Loop (South)	60"	None	3.2	2.5	2.5	-0.7	4.6	4.5	4.5	0.0	5.9	5.8	5.8	-0.1
Sandy River Drive	(2) 72", (1) 84"	None	3.5	3.2	3.2	-0.3	4.7	4.7	4.7	0.0	6.0	6.1	6.1	0.0
Beck Driveway	24"	None	4.4	4.3	4.3	0.0	5.1	5.1	5.1	0.0	5.9	6.0	5.9	0.0
Farm Road	42"	None	4.8	4.8	4.8	0.0	5.4	5.4	5.4	0.0	6.7	6.8	6.7	0.0
Woods Road	30"	None	4.0	4.0	4.0	0.0	5.1	5.1	5.1	0.0	6.6	6.7	6.6	0.0
Dethloff Driveway	(3) 36"	Entrance Improvements	5.7	5.7	5.6	-0.1	8.1	8.3	7.8	-0.3	10.2	10.3	10.1	0.0
Wilderness Cove Road	(2) 36"	Entrance Improvements	6.7	6.7	6.6	-0.1	8.6	8.8	8.4	-0.2	11.2	11.4	11.2	-0.1
Double Culvert Crossing	(2) 36"	(2) 42"	4.0	4.0	4.0	0.0	4.8	4.9	4.7	-0.1	5.6	5.6	5.6	0.0
Single Culvert Crossing	84"	None	4.8	4.8	4.8	0.0	4.9	4.9	4.9	0.0	5.6	5.3	5.3	-0.2



Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.

N

0 900 1,800 Feet

1 inch = 1,800 feet

Figure 1: Lower Burnt Creek Analysis Summary

City of Bismarck
Ash and Ward Coulee Stormwater Master Plan

AE2S Advanced Engineering and Environmental Services, Inc

Date: 4/13/2015 | Coordinate System: North Dakota State Plane South

D:\Projects\AshWardCoulee\AshWard_Figures_LBC_memo.mxd | Edited by: TD

Mona Livdahl

From: Travis Johnson [tjohnson@houstoneng.com]
Sent: Wednesday, May 6, 2015 10:52 AM
To: Michael Gunsch; 'Terry Fleck (tfleck@attitudedr.com)'; 'Dennis Reep (Dennis.Reep@hdrinc.com)'; 'Kathleen Jones (kjathome@midco.net)'
Cc: Nic Cullen; 'Mona Livdahl'; 'Marcus Hall (mahall@nd.gov)'
Subject: RE: Phone call from Clark Coleman
Attachments: Ward Property waterway path.jpg

The attached image shows the approximate flow path that was cleaned. As you can see, there is a field access that crosses this path – and it did not have a culvert in it. My opinion is that this is what likely caused the water to back up on Ward's property. This imagery is from September 15, 2014 per Google Earth.

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

From: Travis Johnson
Sent: Wednesday, May 06, 2015 10:34 AM
To: Michael Gunsch; 'Terry Fleck (tfleck@attitudedr.com)'; 'Dennis Reep (Dennis.Reep@hdrinc.com)'; 'Kathleen Jones (kjathome@midco.net)'
Cc: Nic Cullen; 'Mona Livdahl'; Marcus Hall (mahall@nd.gov)
Subject: RE: Phone call from Clark Coleman

Also to add – the main reason for Clark's call is the ponding that is occurring in his field due to the water that is coming and the timing of this water. He would like to begin planting that adjacent field in the very near future – next couple of days or so. Also, any standing water or wet ground will cause issues for his center pivot irrigator. He understands the drainage but is concerned that we are sending too much water right now.

I spoke briefly with Nic in our office, and the downstream system is easily sized to handle the flows that are occurring, as illustrated by the fact that there are two 60 inch culverts under Sandy River Drive. I will continue to monitor the water as we move forward.

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

From: Travis Johnson
Sent: Wednesday, May 06, 2015 10:13 AM
To: Michael Gunsch; Terry Fleck (tfleck@attitudedr.com); Dennis Reep (Dennis.Reep@hdrinc.com); Kathleen Jones (kjathome@midco.net)
Cc: Nic Cullen; Mona Livdahl
Subject: Phone call from Clark Coleman

I just received another phone call from Clark Coleman. He is concerned with the amount of water that is now heading down the channel, and he feels that it is too much for that water course to handle, as shown by the fact that it is spreading into his field a bit at the south side of Burnt Creek Loop. He feels that there is a likelihood of it also spreading out across people's yards when the water gets farther south, down by Sandy River Drive and beyond.

12.1

Clark wanted to know if we ever explored the option of pumping the water straight west past the control structure rather than into the ditch to the south and stated that Weisz does it all the time for projects they are working on. I informed him that we did not because it would require over a half mile of at least 12 inch pipe, and the channel to the south is intended to handle the flow that we are putting into it. He stated that the highway department also routinely diverts water for road projects by pumping around, and requested that we seriously look into the option of pumping the water to the west rather than into the ditch to the south.

Travis Johnson
Civil Engineer
Houston Engineering, Inc.
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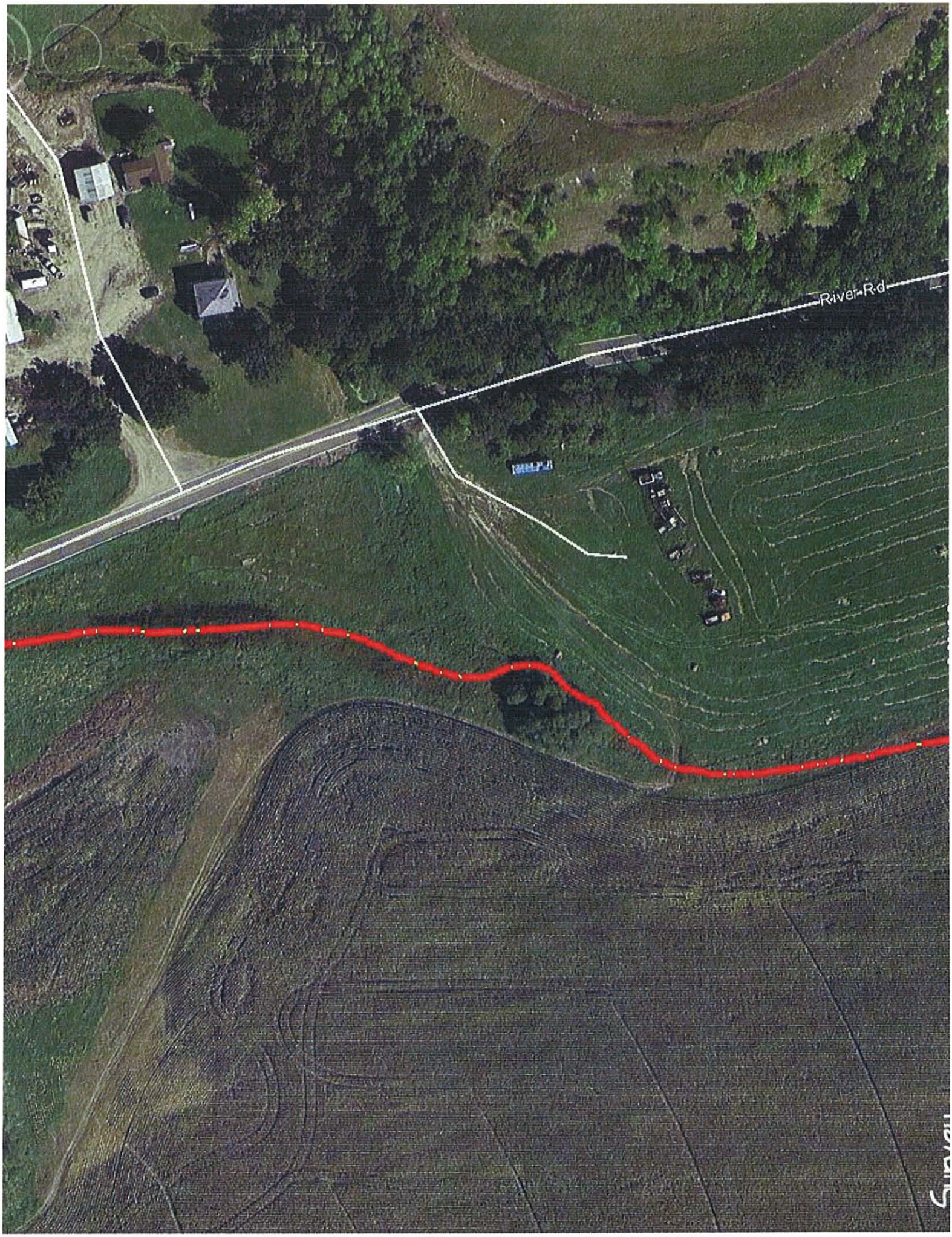
River Rd

Mona Livdahl

From: Travis Johnson [tjohnson@houstoneng.com]
Sent: Wednesday, May 6, 2015 9:30 AM
To: Terry Fleck (tfleck@attitudedr.com); Dennis Reep (Dennis.Reep@hdrinc.com); Kathleen Jones (kjathome@midco.net); Michael Gunsch
Cc: Mona Livdahl; Nic Cullen; David Bliss (dbliss@blisslaw.com)
Subject: Channel Cleanout at Ward's property
Attachments: S3012432.JPG; S3012433.JPG; S3012434.JPG; S3012428.JPG

As a quick update, I visited the site last night and took a few pictures of the channel cleanout at Ward's property. See attached photos.
The first photo shows the water with some velocity in the newly cleaned channel. As things filled up, this stabilized and is a steady movement now (no surface riffles as seen here).

I also stopped by this morning to view the progress, and it appears that after running all night, it has drawn the water down a couple inches.
While there, I ran into Clark Coleman and visited with him for a bit. They are going to let it sit for now and let it run to see how it goes. Currently, the large culvert under the south leg of Burnt Creek Loop is over half full and you can see the water is moving through there. Now we watch for any other obstructions downstream.

Travis Johnson
Civil Engineer
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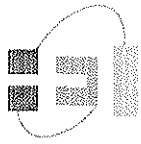
05/05/2015 18:15:38

05/05/2015 18:15:48

05/05/2015 17:16

Missouri River Geomorphology Study



Houston Engineering Inc.

Recommendations

To: Terry Fleck, Chairman BCWRD

From: Michael Gunsch, PE, Senior Project Manager

Date: May 14, 2015

Subject: USGS Studies

The meeting with the USGS Study Team brought many things to light as it relates to their Missouri River modeling efforts, essentially what it can tell us and what it cannot. The ability to predict future changes in the river is hampered by a lack of available data from the average or typical managed flow events. While the existing data is very informative, gaps remain to be closed to more fully utilize the collected data and to more fully understanding the river system and its response to flows. In light of the presentation several considerations should be made regarding the study work, its completion and future evaluations. After listening to this technical presentation we recommend that the Burleigh County Water Resource District seek to secure support from the Lower Heart and Morton County Water Resource Districts and the cities of Bismarck and Mandan to encourage the North Dakota State Water Commission and USGS to pursue the following:

- ✓ Support an effort to gather additional data, including flow hydrographs and velocity and sediment loading during typical managed flow events. The purpose is to secure additional information data on a frequency that will increase the confidence level of the river modeling to more accurately predict the river's to on future flow events. Sediment loading from the Heart River and deposition at its confluence with the Missouri is of particular interest.

- ✓ Support the implementation of a demonstration project that would pursue the removal of extensive deposition of Large Woody Debris (LWD) in the area downstream from the confluence of the Missouri River and Heart River. This project should include monitoring prior to LWD removal, identifying the reach in which to remove LWD, then proceeding with removal of the LWD followed by the subsequent modeling to document the river response to LWD removal.

- ✓ Support an effort to monitor the gradual decrease in unvegetated sandbars and islands in the Sakakawea–Oahe Reach. The focus being to maintain the desirable amount of unvegetated areas to reach the goals of the USFWS Bi-Op under the Master Manual.

- ✓ Support an effort to evaluate the impacts and benefits associated with public and private bank stabilization efforts within the Sakakawea–Oahe Reach, as is relates to sediment movement and contribution to the Oahe Delta formation, to facilitate permitting in applicable locations. This to include a formal request to the COE to publish their cumulative impacts study.

- ✓ Support the installation of sediment monitoring stations on the Heart River, Missouri River and Knife River. The collection of this data is necessary to monitor the largest sources of loading into the Oahe Delta and the materials being provide through erosion to create and maintain the sandbar formations.

It is also recommended that the local governmental entities participate with local funding to complete the proposed study efforts noted above. It seems clear, given the available data, that the predictability of Missouri River's response to the next large flood or extended duration flows is unknown, therefore reliance on the current models remains problematic. Additional data and study would be beneficial in the long term management of the river system.

Mailed 5.12.15

Permit Number - ND2015-16707

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

In response to an application for a temporary water permit dated Apr 24, 2015 as received in this office Apr 27, 2015, authority is hereby granted to:

Knife River - North Central
3303 Rock Island Place

Bismarck , ND 58504

Contact Person: Chris Kautz Telephone (701) 530-1386

A Temporary Water Permit as follows:

Source: Upper Apple Creek aquifer

Point of Diversion: SW1/4 Sec. 27 Twp. 140 Rng. 077

Nature of Use: Washing Aggregates

Total Quantity of Water: 192.0 Acre-Feet

Maximum Withdrawal Rate: 1,450.0 gpm

Period of authorized usage: May 6, 2015 through Nov 1, 2015

Conditions

1. This temporary water permit is granted subject to use from the source by senior appropriators.
2. Permission for access to the source must be obtained from all affected landowners.
3. Failure to comply with any order of the State Engineer may result in forfeiture of this permit.
4. The granting of a temporary water permit does not create a water right.
5. Temporary water permits are not transferrable. Temporary water permits cannot be modified.
6. A weatherproof copy of this temporary water permit must be attached to the equipment withdrawing water and must be available for inspection by representatives of the State Engineer's office of the State Water Commission.
7. No well(s) shall be constructed on the described property in the water permit; any proposed well location(s) must be approved by the State Engineer prior to construction of the well(s).

Dated: May 7, 2015

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

Jon C. Patch, P.E.
Director, Water Appropriation Division

cc: Burleigh WRD

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Mona Livdahl

From: David Bliss [dbliss@blisslaw.com]
Sent: Tuesday, May 12, 2015 2:15 PM
To: Mona Livdahl; Craig Odenbach; Greg Larson; Kathleen Jones; Michael Gunsch; Mona; Reep, Dennis; Rick Detwiller; Terry Fleck; Weixel, Gordon G.
Subject: RE: Water permit

Board Members,

My family is one of several landowner families immediately downstream from the draw site. I called Jon Patch at the SWC and had a good visit about this temporary permit. Hopefully with proper monitoring we won't need to re-visit prior events when the gravel companies didn't leave sufficient water for downstream livestock interests.

Dave

DAVID R. BLISS
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From: Mona Livdahl [mailto:mona@midco.net]
Sent: Tuesday, May 12, 2015 12:27 PM
To: Craig Odenbach; David Bliss ; Greg Larson; Kathleen Jones; Michael Gunsch; Mona; Reep, Dennis; Rick Detwiller; Terry Fleck; Weixel, Gordon G.
Subject: Water permit

FYI

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

151

Mona Livdahl

From: Michael Gunsch [mgunsch@houstoneng.com]
Sent: Thursday, May 7, 2015 4:48 PM
To: Craig Odenbach; David Bliss; Gordon Weixel (gweixel@nd.gov); Greg Larson; Kathleen Jones (kjathome@midco.net); Mona; 'Reep, Dennis'; Rick Detwiller; Terry Fleck
Subject: Burleigh County Projects - SWC Funding

Terry et. al.

The following is the language contained in the SWC appropriations bill.
The SWC staff is not in a position at this time to make a formal interpretation of this, but agrees that the approach taken on the MRCC Public Hearing that these funds would be distributed under an in accordance with SWC policy is acceptable, until any other determination is made.

> **SECTION 15. APPROPRIATION - MISSOURI RIVER CORRECTIONAL CENTER LEVEE - FOX ISLAND LEVEE - STATE DISASTER RELIEF FUND.** There is appropriated out of any moneys in the state disaster relief fund in the state treasury, the sum of $4,000,000, or so much of the sum as may be necessary, to the state water commission, for the purpose of providing funding for levee projects for the biennium beginning July 1, 2015, and ending June 30, 2017. Of the funds the state water commission shall make available $1,200,000 for a levee for the Missouri River correctional center, and $2,800,000, for a levee for Lincoln township's Fox Island area.

Michael Gunsch
Principal / Project Manager
Houston Engineering, Inc.
O 701.323.0200 | D 701.751.6277 | F 701.323.0300

3712 Lockport St. ◦ Bismarck, ND ◦ 58503

www.houstoneng.com

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Permit Number - ND2015-16649

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

In response to an application for a temporary water permit dated Apr 13, 2015 as received in this office Apr 13, 2015, authority is hereby granted to:

Departmermt of Emergency Services
P.O. Box 5511
Fraine Barracks Lane - Building 35
Bismarck, ND 58504
Contact Person: Amy Anton Telephone (701) 328-8124

A Temporary Water Permit as follows:

Source: Missouri River

Point of Diversion: N1/2 Sec. 14 Twp. 137 Rng. 080

Nature of Use: EMERGENCY-FIRE FIGHTING

Total Quantity of Water: 72,600.0 Gallons

Maximum Withdrawal Rate: 600.0 gpm

Period of authorized usage: Apr 13, 2015 through Apr 20, 2015

THIS TEMPORARY WATER PERMIT IS ISSUED AS AN EMERGENCY PERMIT UNDER NDCC 61-04-02.1 AND THUS THE FILING FEES UNDER NDAC 89-03-01-10.2 ARE WAIVED.

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

Within 30 days of the date of verbal issue, permit holder must advise Water Appropriations Division of the Office of the State Engineer of the quantity of water used and the point(s) of diversion from which the water was withdrawn.

Dated: May 1, 2015

for Jon C. Patch

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

Jon C. Patch, P.E.
Director, Water Appropriation Division

cc: Burleigh WRD

north dakota
water
resource
districts
association

Michael A. Dwyer, Executive Secretary

MEMO: April 23, 2015
TO: North Dakota Water Resource Districts
FROM: David Ashley, Chairman
RE: 2015 Annual Meeting and Executive Briefing for Water Managers

Enclosed are registration materials for the North Dakota Water Resource Districts Association (NDWRD) Annual Summer Meeting and the 2015 Executive Briefing. This year the Executive Briefing is devoted to the Missouri River.

The Summer Meeting and Executive Briefing are scheduled for **Wednesday, July 8 - Friday, July 10**, at the Ramkota Hotel in Bismarck. This year's meeting will again be a joint meeting with the Garrison Diversion Conservancy District. All of our meetings will take place at the Best Western Plus Ramkota Hotel (800 South 3rd Street).

On Wednesday, July 8, HDR is hosting a social in the *Courtyard*, located in the Ramkota Hotel.

The Annual Summer Water Resource Districts business meeting for all water managers will be held on the morning of Thursday, July 9, with the *Missouri River Expedition* tour in the afternoon. The cost for the tour is included in your registration, and is an additional $30 for spouses or guests. The tour will include lunch and dinner. The evening activity is a social sponsored by Bartlett & West and dinner at Fort Abraham Lincoln. The buses will bring you back to the hotel between 8-9 p.m.

On Friday, July 10, there will be an Executive Briefing on the Missouri River from 8 a.m. to noon. An outline of the meeting schedule and events is enclosed.

We have a block of rooms for the evenings of Tuesday, July 7; Wednesday, July 8; and Thursday, July 9. For reservations, call the Ramkota Hotel at 701-258-7700 and ask for the N.D. Water Resource District room block. Our negotiated room rate is $74.70 for single or double occupancy, and the room reservation deadline is **June 17**.

If you have any questions, call Jackie Nye or Julie Ellingson at 701-223-4615.

Joint Summer Meetings and Executive Briefing

July 8-10, Ramkota Hotel, Bismarck

Wednesday, July 8

9:00 a.m. – 5:00 p.m.	Garrison Diversion Conservancy District Board of Directors Meeting, *Grand Pacific*
12:00 p.m. – 5:00 p.m.	Registration, *Dakota Ballroom Lobby*
1:00 p.m. – 3:00 p.m.	Missouri River Joint Board *Patterson*
3:00 p.m. – 5:00 p.m.	N.D. Water Resource Districts, Association Board Meeting *Heart*
5:30 p.m. – 6:30 p.m.	HDR Social, *Courtyard*
	Dinner on your own

Thursday, July 9

7:00 a.m.	Breakfast, *Courtyard*
7:30 a.m. – Noon	Registration open, *Dakota Ballroom Foyer*
8:00 a.m. – 11:30 a.m.	N.D. Water Resource Districts Association Summer Business Meeting, *Patterson*
11:45 – 12:15 p.m.	Box Lunch Buffet served, *Courtyard*
12:15 p.m. –	Load bus for tour *Dakota Ballroom west entrance – Door 4*
12:30 p.m. – 5:30 p.m.	Missouri River Expedition Tour
5:30 p.m. – 6:30 p.m.	Bartlett & West *Social, Fort Lincoln State Park*
5:30 p.m. – 8:00 p.m.	Pitchfork Fondue at the Fort Lincoln State Park, *Commissary Building*

Friday, July 10

7:00 a.m. –	Breakfast, *Courtyard*
8:00 a.m. – 1:30 p.m.	Executive Briefing on Missouri River Issues, *Missouri Ballroom (lower level)*

JOINT SUMMER MEETING AND EXECUTIVE BRIEFING

N.D. Water Resource Districts Association
Garrison Diversion Conservancy District
July 8-10, 2015
Ramkota Hotel, Bismarck

ADVANCE REGISTRATION FORM

Please pre-register by the deadline if you <u>and</u> any guests plan on attending this meeting, tour and/or meals. On-site registrations ARE NOT included in the guarantee counts that we give to the hotel, motorcoach and caterers. While we always make every effort to accommodate all attendees, we cannot guarantee that on-site registrations (including additions for guests to events or meals) will be able to participate in the meals or tour.

NAME(S):_____

_____

_____

_____

_____

ORGANIZATION: _____

ADDRESS: _____

Registration **$125.00 per person** **($ 140.00 after July 1)**

#	Cost	Total	
___	$125.00	_____	Registration includes ALL meals, annual meeting, Executive Briefing and tour
		_____	***Are any NOT attending the tour on Thursday, July 9***

<u>Additional Guest Tickets:</u>

___	$12.00	_____	Additional persons for Thursday breakfast (spouses and guests)
___	$13.00	_____	Additional persons for Thursday luncheon (spouses and guests)
___	$30.00	_____	Additional persons for Thursday tour, social and dinner (spouses and guests)
___	$25.00	_____	Additional persons for Thursday social and dinner (spouses and guests)
___	$10.00	_____	Additional persons for Friday breakfast (spouses and guests)

___ **TOTALS $ _____** Send completed form and check to:

North Dakota Water Resource Districts Association
PO Box 2254
Bismarck, ND 58502

Hotel Rooms: For reservations, call the Ramkota Hotel 701-258-7700
Cancellation Policy: Guests must cancel their reservations at least 24 hours prior to arrival time, or they will be charged the full rate.

14 B

Missouri River Joint Water Board

Wade Bachmeier, Chairman
8028 Willow Road N, Mandan, ND 58554
Phone # 701-663-7008

Greg Lange, Secretary/Treasurer
P.O. Box 488, Hazen, ND 58545
Phone # 701-748-2206

April 27, 2015

Amended
Notice of Meeting

The Missouri River Joint Water Board will meet at the following date, time and place:

Date Wednesday, July 8, 2015

Time: 1:00 pm CT

Place: Ramkota Hotel, Bismarck, ND

Gregory L. Lange
Board Secretary/Treasurer

GLL/kn

NORTH DAKOTA
DEPARTMENT of HEALTH

ENVIRONMENTAL HEALTH SECTION
Gold Seal Center, 918 E Divide Ave
Bismarck, ND 58501-1947
701.328.5200 (fax)
www.ndhealth.gov

April 15, 2015

Mr. Terry Fleck
Burleigh County Water Resource District
1811 E. Thayer Ave
Bismarck,ND 58501

Notice of Termination for NDPDES Stormwater General Permit NDR100000

Dear Mr. Terry Fleck,

The North Dakota Department of Health has administratevly terminated coverage under General Permit No. NDR100000 due to no notification of renewal being submitted to the department during the reissuance cycle. This letter shall serve as notice that coverage for the below-referenced site(s)/project(s) has/have been terminated.

Permit Number	Storm Water Site Name
NDR105359	Apple Valley Cooperative Sanitary Lagoon Improvements

With this termination, you are no longer required to submit reports or conduct other activities as outlined in the 2009 reissued general permit. You must retain all records and information from the individual project for at least three (3) years. Please be sure all temporary best management practices (e.g., silt fence) have been removed from the site.

Should you have any questions, please contact the Division of Water Quality-NDPDES Permits Program at 701.328.5210.

Sincerely,

Patrick Schuett
Permits Program
Division of Water Quality

http://www.ndhealth.gov/WQ/Storm/Construction/ConstructionHome.htm

NORTH DAKOTA
DEPARTMENT of HEALTH

ENVIRONMENTAL HEALTH SECTION
Gold Seal Center, 918 E Divide Ave
Bismarck, ND 58501-1947
701.328.5200 (fax)
www.ndhealth.gov

April 15, 2015

Mr. Terry Fleck
Burleigh County Water Resource District
1811 E. Thayer Ave
Bismarck,ND 58501

Notice of Termination for NDPDES Stormwater General Permit NDR100000

Dear Mr. Terry Fleck,

The North Dakota Department of Health has received your request to cancel coverage under General Permit No. NDR100000. This letter shall serve as notice that coverage for the below-referenced site(s)/project(s) has/have been terminated.

Permit Number	Storm Water Site Name
NDR102524	Burnt Creek Flood Control Project

With this termination, you are no longer required to submit reports or conduct other activities as outlined in the 2009 reissued general permit. You must retain all records and information from the individual project for at least three (3) years. Please be sure all temporary best management practices (e.g., silt fence) have been removed from the site.

Should you have any questions, please contact me at 701.328.5235 or the Division of Water Quality-NDPDES Permits Program at 701.328.5210.

Sincerely,

Patrick Schuett
Permits Program
Division of Water Quality

http://www.ndhealth.gov/WQ/Storm/Construction/ConstructionHome.htm

State of North Dakota
Office of the State Engineer

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

WATER DEVELOPMENT DIVISION
701 328-2752

April 15, 2015

Mr. Terry Fleck
Burleigh County Water Resource District
1811 E. Thayer Ave.
Bismarck, ND 58501

RE: Application # 2467

Dear Mr. Fleck:

The State Engineer has received the enclosed application from US Fish & Wildlife Service of Lakewood, Colorado. It is for proposed work located in the SW ¼, SW ¼, SW ¼, Section 8 Township 137 North, Range 75 West. This office has made an initial review of the application along with the plans and now submits the application to the water resource board for their review. The water resource board, pursuant to North Dakota Century Code § 61-16.1-38, shall consider the application within 45 days and suggest any changes, conditions, or modifications to the State Engineer.

If the State Engineer does not receive any comments within the 45 days, it will be assumed the Board has no comments. The State Engineer will then proceed with an independent review of the application. A copy of the State Engineer's final decision will be provided to the Board.

If you should have any questions or are in need of assistance, please feel free to contact Mandar Nangare at 701-328-2752.

Sincerely,

Dwight Comfort, P. E.
Regulatory Section

DC:ph\1270
Enclosure
cc: Dan Cimarosti - Corps
Peter Wax - Health Department

Emailed 3/15

United States Department of the Interior
FISH AND WILDLIFE SERVICE
Mountain-Prairie Region

IN REPLY REFER TO:

MAILING ADDRESS:
P.O. Box 25486, DFC
Denver, Colorado 80225-0486

STREET LOCATION:
134 Union Boulevard
Lakewood, Colorado 80228-1807

BA WTR
WR ND
Mail Stop 60189

MAR 31 2015

Todd Sando, State Engineer
North Dakota State Water Commission
900 East Boulevard Avenue, Department 770
Bismarck, North Dakota 58505-0850

Reference: Long Lake National Wildlife Refuge

Dear Mr. Sando:

The U.S. Fish & Wildlife Service is preparing to repair and rehabilitate water control structures associated with "C" Dike at Long Lake National Wildlife Refuge. The project was designed in-house and the enclosed Application/ Notification to Construct or Modify a Dam, Dike, Ring Dike or Other Water Resource Facility and a set of plans is being provided as a matter of comity for your information. The Service holds Perfected Water Permit No. 5549P and this project will not impound additional water under said permit; therefore a conditional water permit is not necessary.

If you have questions or require further information regarding the project, please contact Stacie Eggemeyer at 303-236-5320.

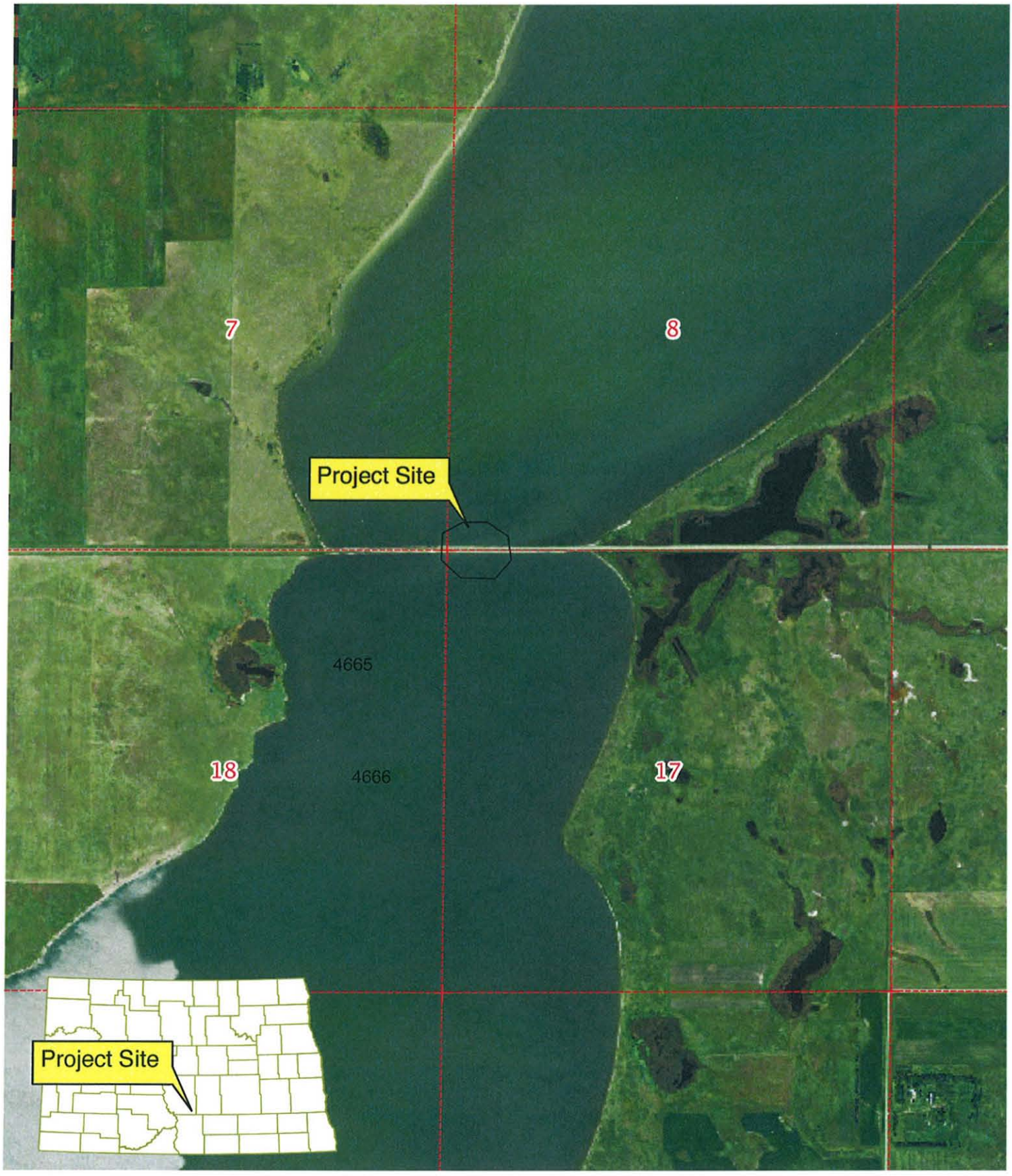
Sincerely,

Megan A. Estep
Chief, Water Resources Division

Enclosures
Application
Set of Plans (17 pages)

APR - 6 2015

147



Permit No. CP2467 - US Fish and Wildlife Service

SW1/4, SW1/4 Section 8, T137N, R75W, Burleigh County

N

Date: 4/15/2015
Prepared by: DEC

APPLICATION/NOTIFICATION TO CONSTRUCT OR MODIFY A DAM, DIKE, RING DIKE OR OTHER WATER RESOURCE FACILITY

Office of the State Engineer
900 East Boulevard -- Bismarck, ND 58505-0850
SFN 51695 (4/12)

APR 13 2015
SWC USE ONLY

I, the undersigned, do hereby submit the following information to the Office of the State Engineer for determination and use as a filing of information required under North Dakota Century Code §61-04-02 or as an application to construct or modify a facility under North Dakota Century Code §61-16.1-38.

(SWC USE ONLY) No. 2467

A. GENERAL INFORMATION:

(1) This Application/Notification must include a map from an actual survey, aerial photo or topographic map. The size of the map shall be 8½ by 11 inches. The map shall have a north arrow and approximate scale. If, in the opinion of the State Engineer, the map does not contain information to properly evaluate the project, it will be returned.

(2) The proposed facility is a:

- ☒ Dam (Complete Sections A, C & F)
- ☐ Dike (Complete Sections A, D & F)
- ☐ Ring Dike (Complete Sections A, D & F)
- ☐ Wetland Restoration (Complete Sections A, C, E & F)
- ☐ Pond, Lagoon, or Dugout (Complete Sections A, B & F)
- ☐ Diversion Ditch (Complete Sections A, B & F)
- ☐ Other (Complete Sections A, B & F)

(3) Is this Application/Notification for modification of an existing structure? ☒ Yes ☐ No

If so, what year was existing structure constructed? 2000 By whom? Martin Construction

(4) Project will be located in the Burleigh Water Resource District

(5) Legal description: SW ¼ SW ¼ Section 8 Township 137 Range 75

(Optional) Latitude 46° 41' 29.89"N Longitude 100° 11' 9.97"W

(6) Waterway on which project will be located: Long Lake

(7) A tributary to: N/A

(8) Will the project, including any area inundated as a result of the project, be located entirely on land owned by the applicant?

☒ Yes ☐ No If any portion of the project will be constructed on land not owned in fee title by the applicant, written authorization to construct the project must be obtained from the landowner of record and a copy of the authorization provided to this office. If the project will impound water on land not owned in fee title by the applicant, a flowage easement must be obtained by the applicant and a copy of the easement provided to this office. If any portion of the project will be constructed within the right-of-way of a section line, roadway, or railroad, or if the project will impound water within the right-of-way of a section line, roadway, or railroad, written authorization to do so must be obtained from the appropriate authority and a copy provided to this office.

(9) Project sponsor (Water Resource District/City/US Fish & Wildlife Service, etc.) if applicable US Fish & Wildlife Service

(10) Contractor, if known

(11) Anticipated construction start date June 2015 Completion date August 2015

(12) Who will be responsible for the operation and maintenance of this project? US Fish & Wildlife Service

B. POND, LAGOON, DUGOUT, DIVERSION DITCH, OR OTHER WATER RESOURCE FACILITY:

(1) Design Data:

a. Pond, Lagoon, or Dugout (complete below and diagram next page for each pond or cell, photocopy if necessary)

1. Surface area:	top of structure	_____ acres
	service level	_____ acres
2. Storage:	top of structure	_____ acre-feet
	service level	_____ acre-feet
3. Maximum depth of water		_____ feet
4. Maximum embankment height		_____ feet

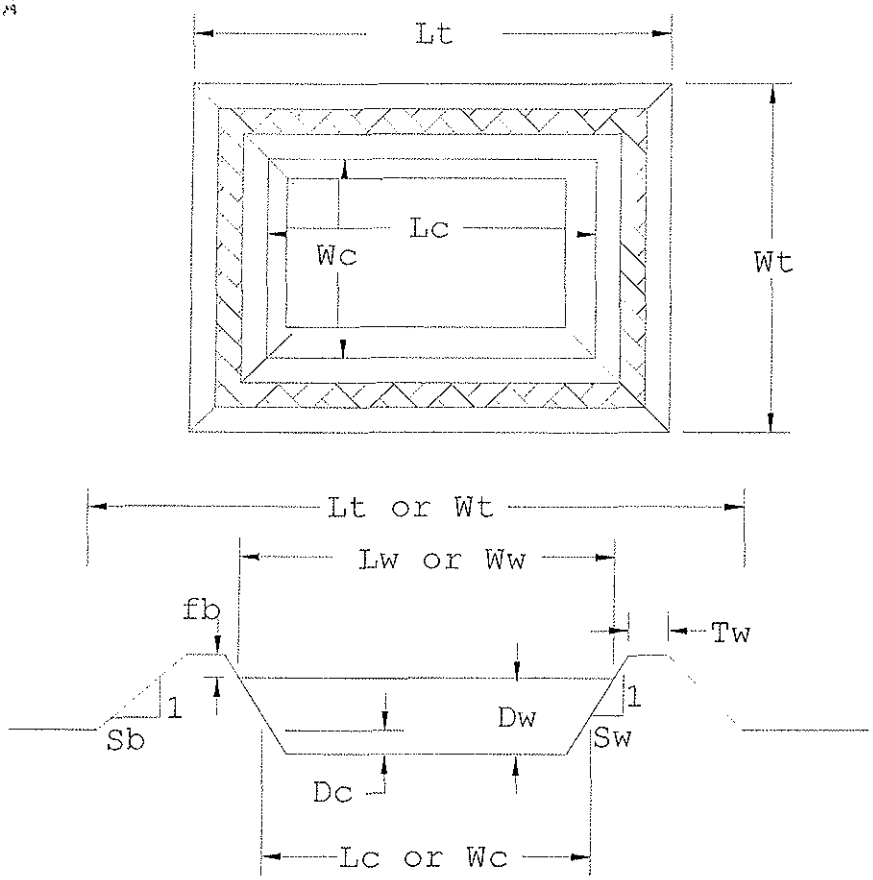
b. Diversion Ditch

1. Length	_____ feet
2. Bottom width	_____ feet
3. Side slopes	_____ feet
4. Maximum cut	_____ feet
5. Gradient	_____ foot/foot

(2) Description of project, if not a Pond, Lagoon, Dugout, or Diversion Ditch:

1-19

B. OTHER WATER RESOURCE FACILITY (continued):



DESCRIPTION	ABBREVIATION	DIMENSION (feet)
Total length of pond (includes banks)	Lt	
Total width of pond (includes banks)	Wt	
Length of water surface at full service level	Lw	
Width of water surface at full service level	Ww	
Length of cut into the soil surface	Lc	
Width of cut into the soil surface	Wc	
Depth of cut into soil surface	Dc	
Depth of water in the pond at the full service level	Dw	
Freeboard (the distance between the full service level and the top of the structure that is used to manage wave action, usually 2-3 feet)	fb	
Top width of embankment surrounding the pond	Tw	
Outside bank sideslope ratio (usually 4:1, which is 4 horizontal feet for every 1 foot of rise)	Sb	
Inside bank sideslope ratio (will vary between 4:1 and 6:1, depending on the soil type)	Sw	

C. DAMS

(1) Drainage area above dam _____ square miles or _____ acres

(2) Purpose: Installation of slide gates on box culvert to control flow and level between units

(3) Geometric description of dam:

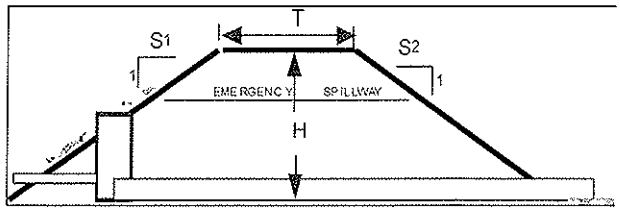
a. Maximum height (H) 8 feet, elevation 1720.5 feet msl

b. Top width (T) 28 feet

c. Side slopes: upstream (S_1) 4 :1

downstream (S_2) 4 :1

d. Type of embankment protection 18"-24" RIP-RAP



e. Emergency spillway: type NONE

If earthen: width _____ ft, side slopes _____ :1, level section length _____ ft

Dimensions if other than earthen _____

f. Principal spillway:

Outlet pipe: type _____ diameter _____ length _____ ft

Riser: type _____ diameter _____

Control gate: type _____ dimensions _____

g. Drawdown Pipe: type _____ diameter _____

(4) Distance to nearest downstream occupied dwelling(s) _____

	ELEVATION (feet) Indicate datum: ☐ local ☒ NGVD 29 ☐ NAVD 88	RESERVOIR SURFACE AREA (acres)	RESERVOIR CAPACITY (acre-feet)
Top of Dam	1720.5		
Emergency Spillway	NA		
Principal Spillway	1712		
Drawdown Pipe	1712		
Streambed at Dam	1712		

D. DIKE

(1) Is this application/notification for the construction of a ring dike? ☐ Yes ☐ No

If so, will the ring dike tie into existing? ☐ dike ☐ roadway ☐ high ground ☐ other _____

(2) Purpose: _____

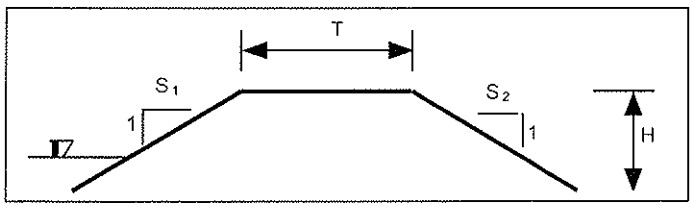
_____

(3) Area of land to be protected by dike _____ acres

(4) Description of Dike:

a. Dike length _____ feet

b. Dike design:



1. Top width (T) _____ feet

2. Side slopes: interior (S_1) _____ :1

exterior (S_2) _____ :1

3. Maximum height (H) _____ feet, elevation _____ feet msl

Minimum height (H) _____ feet, elevation _____ feet msl

4. Embankment erosion protection: _____

(5) Will the dike flood or adversely affect adjacent, upstream or downstream land? ☐ Yes ☐ No

If yes, attach flowage easements. Easements must include a description of provisions, and names and signatures of grantors.

E. WETLAND RESTORATION

(1) The proposed wetlands are: ☐ Temporary ☐ Permanent

(2) Drainage area above dam _____ square miles or _____ acres

(3) Is this project mitigation for another project? ☐ Yes ☐ No

If yes, please describe: _____

(4) Describe the proposed operation plan for the wetland: _____

	OVERFLOW ELEVATION (feet) Indicate datum: ☐ local ☐ NGVD 29 ☐ NAVD 88	CAPACITY (acre-feet)	SURFACE AREA (acres)
Existing			
Natural			
Proposed			
Top of Structure			

F. ADDITIONAL INFORMATION, AFFIDAVIT OF DESIGN ENGINEER, AND SIGNATURE

(1) Additional information and comments: Modifications to "C" Dike only includes the installation of four (4) slide gates and one (1) stop log on the "C" Dike box culvert to regulate flow and levels between Units 2 & 3. No actual modification to the "C" Dike will be made. Work is to only occur on the box culvert, which includes repair and rehabilitation construction.

(2) A complete set of plans and specifications prepared by a professional engineer registered in the State of North Dakota must be submitted with and made part of this Application/Notification if the proposed structure will be capable of retaining, obstructing, or diverting more than 50 acre-feet of water, or if the structure is a medium or high hazard dam, as determined by the State Engineer, capable of retaining more than 25 acre-feet of water. Low hazard dams, as determined by the State Engineer, less than 10 feet in height are exempt from the requirement for professional engineering services. If plans and specifications are required, the following affidavit must be completed:

I, _____ (name), _____ (PE license number), a Professional Engineer registered in the State of North Dakota, designed and/or personally supervised the design of the project as described in this application and on any attached sheets, and construction will be inspected in accordance with North Dakota Administrative Code §89-08-03-01. Date: _____

(3) The filing of this Application/Notification in no way relieves the applicant or landowner from any responsibility or liability resulting from the construction, operation or failure of the project.

Land Owner (print): US Fish & Wildlife Service

Address: 134 Union Blvd.

Lakewood, CO 80228

Phone: (303) ~~236-7920~~ 236-4491

Signature: [signature] + agent Date: 1/25/15

Sponsoring Agency: _____

Address: _____

_____

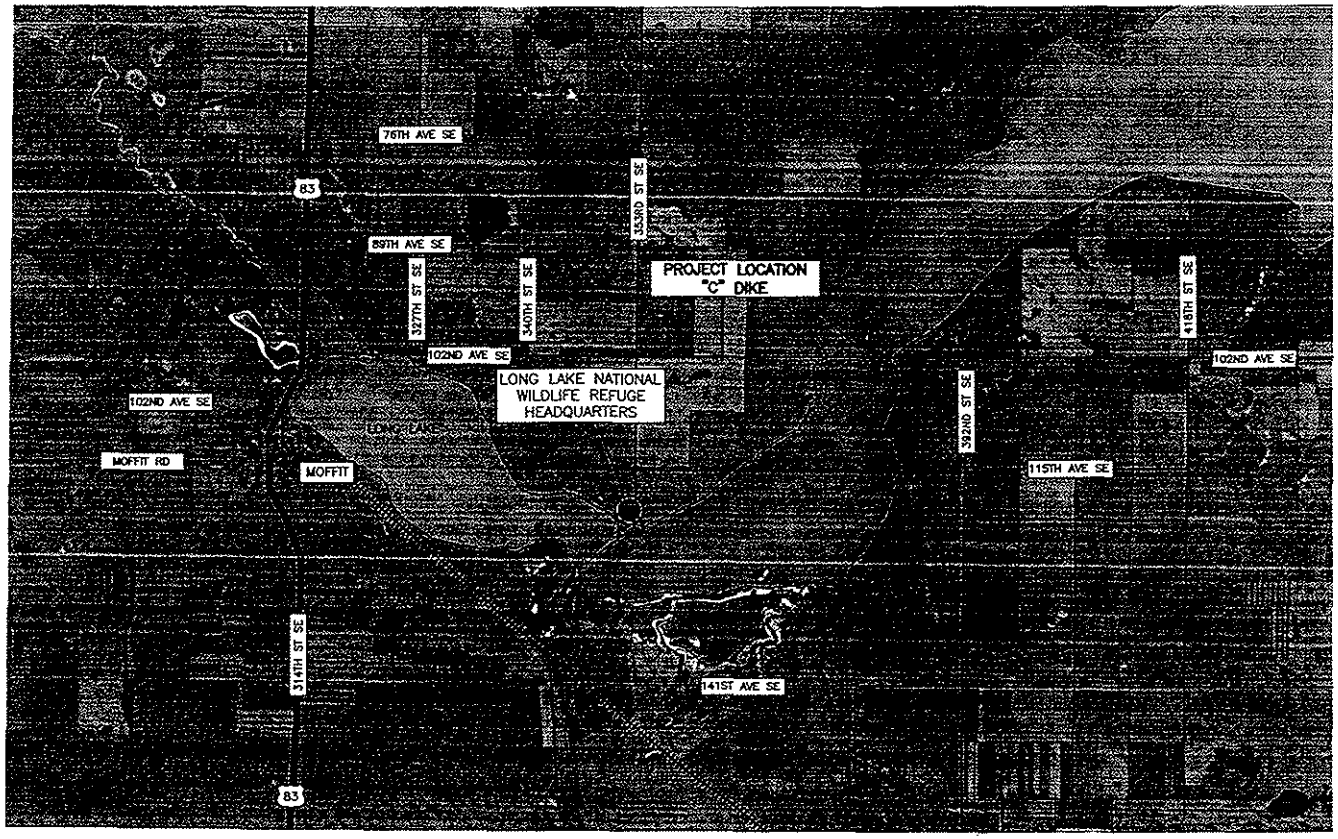
Phone: _____

Signature: _____ Date: _____

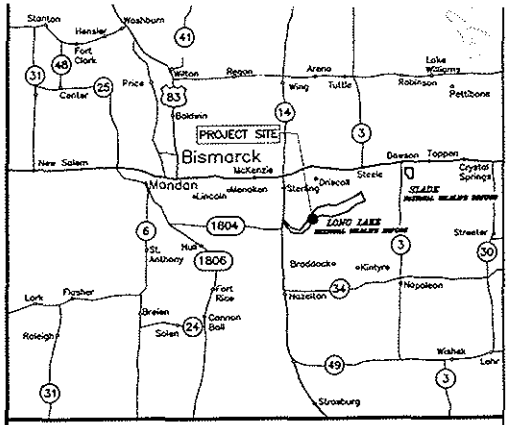
U.S. FISH & WILDLIFE SERVICE

LONG LAKE NATIONAL WILDLIFE REFUGE

DIKE C REHABILITATION



PROJECT LOCATION
NO SCALE



VICINITY MAP
NO SCALE

DRAWING INDEX

SHEET NO.	SUBSHEET	TITLE
1 OF 17	G1	VICINITY MAP, LOCATION MAP, AND DRAWING INDEX
2 OF 17	G2	EXISTING SITE LAYOUT
3 OF 17	G3	EXISTING SITE LAYOUT
4 OF 17	G4	PROPOSED SITE LAYOUT
5 OF 17	C1	EXISTING BOX CULVERTS
6 OF 17	C2	EXISTING BOX CULVERT SECTION VIEWS
7 OF 17	C3	EXISTING BOX CULVERT PROFILE VIEWS
8 OF 17	C4	EXISTING NORTH END SECTION DETAILS
9 OF 17	C5	EXISTING SOUTH SINGLE CELL END SECTION DETAILS
10 OF 17	C6	EXISTING SOUTH DOUBLE CELL END SECTION DETAILS
11 OF 17	C7	PROPOSED BOX CULVERTS
12 OF 17	C8	PROPOSED BOX CULVERT SECTION VIEWS
13 OF 17	C9	PROPOSED BOX CULVERT PROFILE VIEWS
14 OF 17	C10	PROPOSED NORTH SINGLE CELL END SECTION DETAILS
15 OF 17	C11	PROPOSED NORTH DOUBLE CELL END SECTION DETAILS
16 OF 17	C12	PROPOSED SOUTH SINGLE CELL END SECTION DETAILS
17 OF 17	C13	PROPOSED SOUTH DOUBLE CELL END SECTION DETAILS

NOTE TO BIDDERS:
ANY PRINT ACCOMPANYING THIS INVITATION TO BID MAY BE A REDUCED REPRODUCTION OF THE WORKING DRAWINGS. IF LINE BELOW DOES NOT MEASURE SIX INCHES IN LENGTH, THE INDICATED SCALES ARE TO BE ADJUSTED ACCORDINGLY.

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
REGION 6 ENGINEERING – DENVER, COLORADO

REGIONAL ENGINEER DATE: /s/L.A. Harper 03/24/15	LONG LAKE
PROGRAM SUPERVISOR DATE: /s/B. Peterson 03/26/15	NATIONAL WILDLIFE REFUGE
ASS'T. REGIONAL DIR. DATE: /s/S.A. Clark 03/26/15	BURLEIGH COUNTY NORTH DAKOTA
	DIKE C REHABILITATION
	VICINITY MAP, LOCATION MAP, AND DRAWING INDEX

DIV.	INITIALS / DATE			
SAFETY	/s/J.C. 03/24/15			
INDUSTRIAL HYGIENIST	/s/J.C. 03/24/15	DESIGNED: S. EGGEMEYER	DRAWN: S. EGGEMEYER	CHECKED: D. GARRATT
CULTURAL RESOURCES	/s/M.M. 03/24/15	DATE: MAR 2015	DRAWING NO. 6R-ND-142-14-007	SHEET 1 OF 17

NOTES

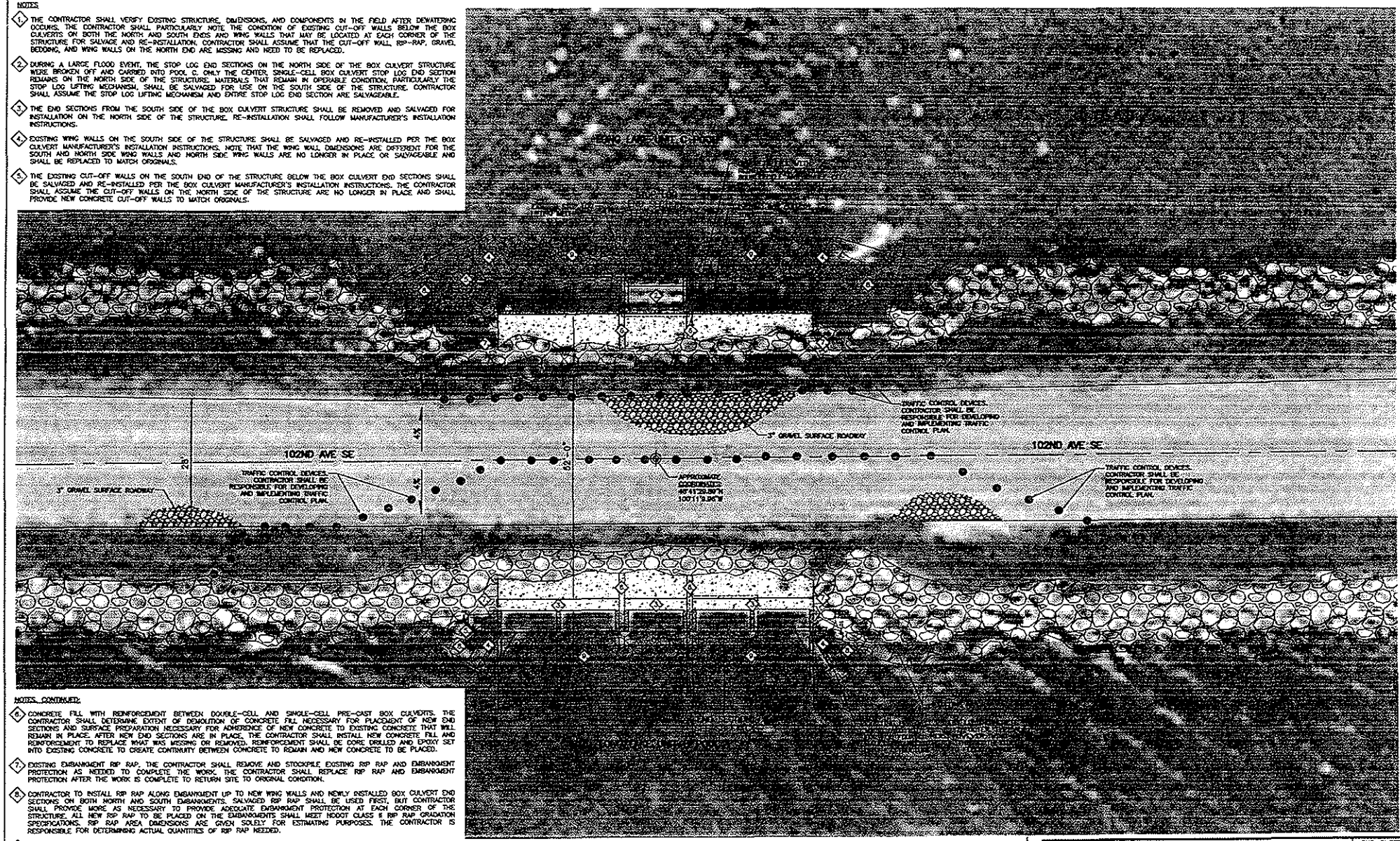
1. THE CONTRACTOR SHALL VERIFY EXISTING STRUCTURE, DIMENSIONS, AND COMPONENTS IN THE FIELD AFTER DEWATERING OCCURS. THE CONTRACTOR SHALL PARTICULARLY NOTE THE CONDITION OF EXISTING CUT-OFF WALLS BELOW THE BOX CULVERTS ON BOTH THE NORTH AND SOUTH ENDS AND WING WALLS THAT MAY BE LOCATED AT EACH CORNER OF THE STRUCTURE FOR SALVAGE AND RE-INSTALLATION. CONTRACTOR SHALL ASSUME THAT THE CUT-OFF WALL, RIP-RAP, GRAVEL BEDDING, AND WING WALLS ON THE NORTH END ARE MISSING AND NEED TO BE REPLACED.

2. DURING A LARGE FLOOD EVENT, THE STOP LOG END SECTIONS ON THE NORTH SIDE OF THE BOX CULVERT STRUCTURE WERE BROKEN OFF AND CARRIED INTO POOL C. ONLY THE CENTER, SINGLE-CELL BOX CULVERT STOP LOG END SECTION REMAINS ON THE NORTH SIDE OF THE STRUCTURE. MATERIALS THAT REMAIN IN OPERABLE CONDITION, PARTICULARLY THE STOP LOG LIFTING MECHANISM, SHALL BE SALVAGED FOR USE ON THE SOUTH SIDE OF THE STRUCTURE. CONTRACTOR SHALL ASSUME THE STOP LOG LIFTING MECHANISM AND ENTIRE STOP LOG END SECTION ARE SALVAGEABLE.

3. THE END SECTIONS FROM THE SOUTH SIDE OF THE BOX CULVERT STRUCTURE SHALL BE REMOVED AND SALVAGED FOR INSTALLATION ON THE NORTH SIDE OF THE STRUCTURE. RE-INSTALLATION SHALL FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS.

4. EXISTING WING WALLS ON THE SOUTH SIDE OF THE STRUCTURE SHALL BE SALVAGED AND RE-INSTALLED PER THE BOX CULVERT MANUFACTURER'S INSTALLATION INSTRUCTIONS. NOTE THAT THE WING WALL DIMENSIONS ARE DIFFERENT FOR THE SOUTH AND NORTH SIDE WING WALLS AND NORTH SIDE WING WALLS ARE NO LONGER IN PLACE OR SALVAGEABLE AND SHALL BE REPLACED TO MATCH ORIGINALS.

5. THE EXISTING CUT-OFF WALLS ON THE SOUTH END OF THE STRUCTURE BELOW THE BOX CULVERT END SECTIONS SHALL BE SALVAGED AND RE-INSTALLED PER THE BOX CULVERT MANUFACTURER'S INSTALLATION INSTRUCTIONS. THE CONTRACTOR SHALL ASSUME THE CUT-OFF WALLS ON THE NORTH SIDE OF THE STRUCTURE ARE NO LONGER IN PLACE AND SHALL PROVIDE NEW CONCRETE CUT-OFF WALLS TO MATCH ORIGINALS.



NOTES, CONTINUED:

6. CONCRETE FILL WITH REINFORCEMENT BETWEEN DOUBLE-CELL AND SINGLE-CELL PRE-CAST BOX CULVERTS. THE CONTRACTOR SHALL DETERMINE EXTENT OF DEMOLITION OF CONCRETE FILL NECESSARY FOR PLACEMENT OF NEW END SECTIONS AND SURFACE PREPARATION NECESSARY FOR ADHERENCE OF NEW CONCRETE TO EXISTING CONCRETE THAT WILL REMAIN IN PLACE. AFTER NEW END SECTIONS ARE IN PLACE, THE CONTRACTOR SHALL INSTALL NEW CONCRETE FILL AND REINFORCEMENT TO REPLACE WHAT WAS MISSING OR REMOVED. REINFORCEMENT SHALL BE CORE DRILLED AND EPOXY SET INTO EXISTING CONCRETE TO CREATE CONTINUITY BETWEEN CONCRETE TO REMAIN AND NEW CONCRETE TO BE PLACED.

7. EXISTING EMBANKMENT RIP RAP. THE CONTRACTOR SHALL REMOVE AND STOCKPILE EXISTING RIP RAP AND EMBANKMENT PROTECTION AS NEEDED TO COMPLETE THE WORK. THE CONTRACTOR SHALL REPLACE RIP RAP AND EMBANKMENT PROTECTION AFTER THE WORK IS COMPLETE TO RETURN SITE TO ORIGINAL CONDITION.

8. CONTRACTOR TO INSTALL RIP RAP ALONG EMBANKMENT UP TO NEW WING WALLS AND NEWLY INSTALLED BOX CULVERT END SECTIONS ON BOTH NORTH AND SOUTH EMBANKMENTS. SALVAGED RIP RAP SHALL BE USED FIRST, BUT CONTRACTOR SHALL PROVIDE MORE AS NECESSARY TO PROVIDE ADEQUATE EMBANKMENT PROTECTION AT EACH CORNER OF THE STRUCTURE. ALL NEW RIP RAP TO BE PLACED ON THE EMBANKMENTS SHALL MEET NDDOT CLASS II RIP RAP GRADATION SPECIFICATIONS. RIP RAP AREA DIMENSIONS ARE GIVEN SOLELY FOR ESTIMATING PURPOSES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES OF RIP RAP NEEDED.

9. EXISTING BOX CULVERT ENTRANCE RIP RAP AREA, 8 FEET WIDE WITH 18" RIP RAP, TO BE MOVED, SALVAGED, AND REINSTALLED OR REPLACED DURING THE PROJECT. CONTRACTOR SHALL USE NDDOT CLASS I RIP RAP IN THE EVENT THAT SUFFICIENT RIP RAP CANNOT BE SALVAGED AND RE-INSTALLED. RIP RAP AREA DIMENSIONS ARE SHOWN ON SHEET G4. THE CONTRACTOR SHALL ASSUME THAT THE BOX CULVERT ENTRANCE AREA RIP RAP ON THE NORTH SIDE OF THE STRUCTURE IS NO LONGER IN PLACE AND SHALL BE REPLACED.

0' 1' 5' 10' 20'

1/8"=1'-0"
(SCALE APPROXIMATE)

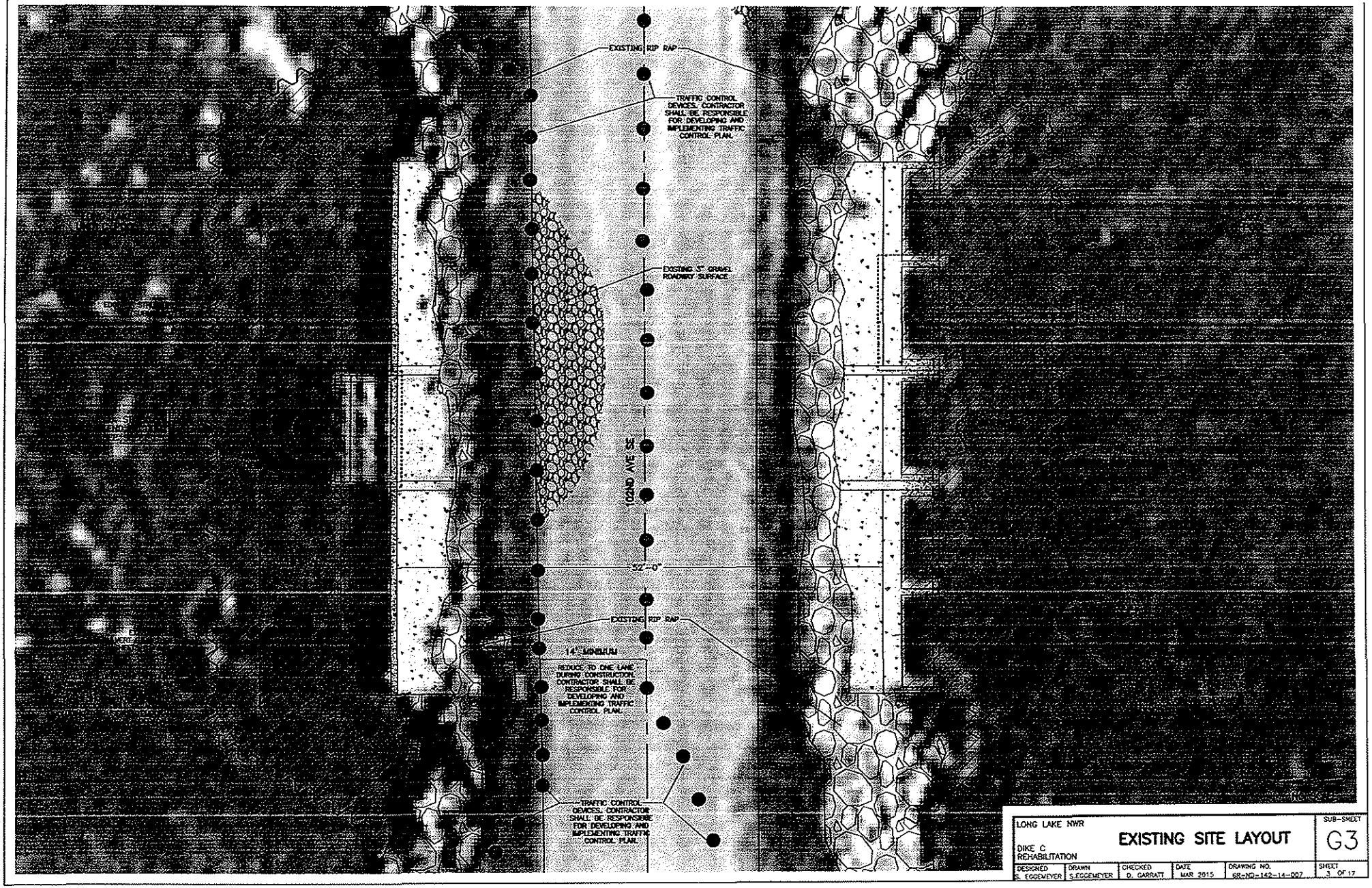
LONG LAKE NWR

DIKE C REHABILITATION

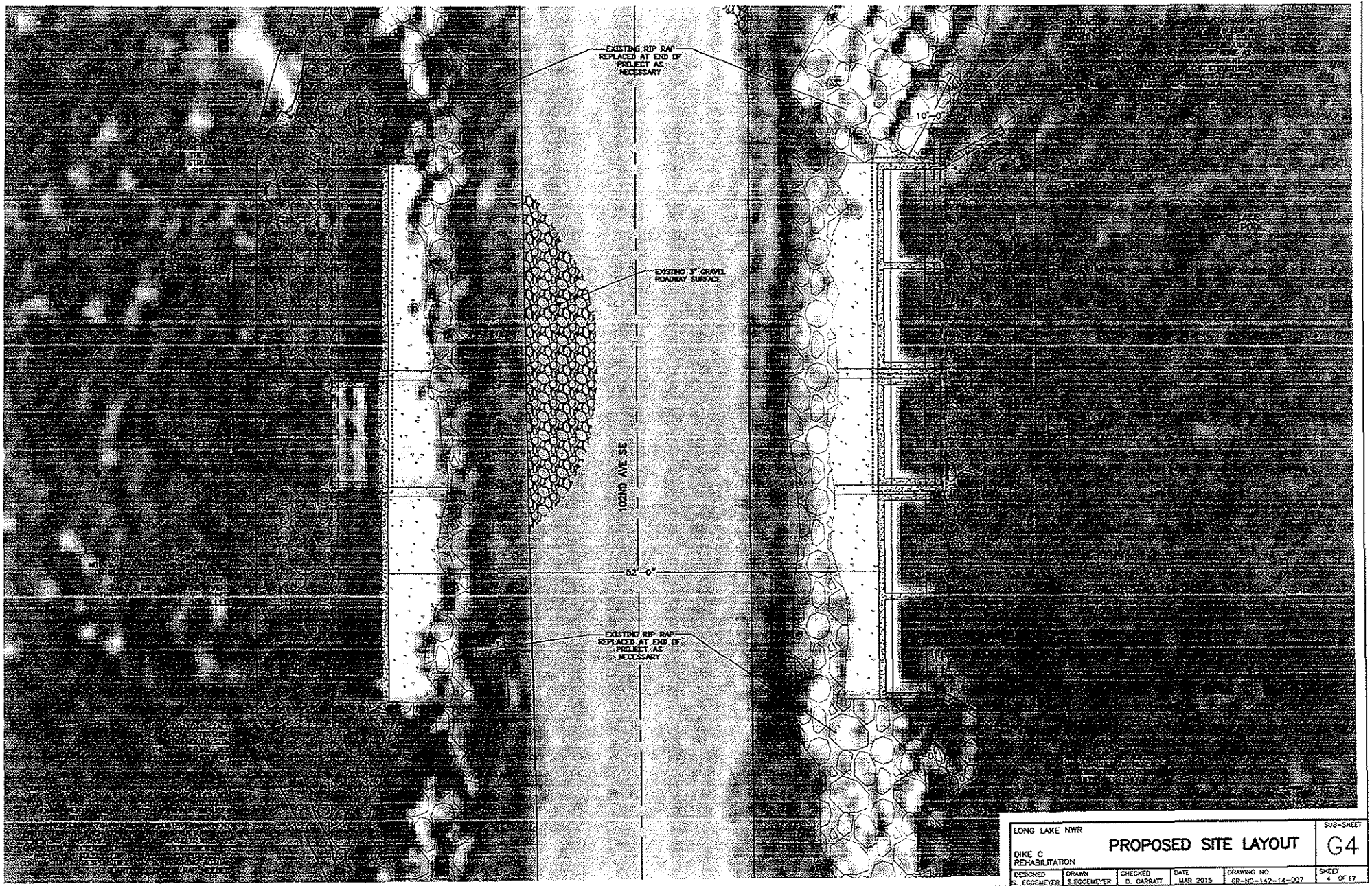
EXISTING SITE LAYOUT

SUB-SHEET G2

DESIGNED	DRAWN	CHECKED	DATE	DRAWING NO.	SHEET
S. EGGEMEYER	S.EGGEMEYER	D. GARRATT	MAR. 2015	6R-ND-142-14-007	2 OF 17



LONG LAKE NWR DIKE C REHABILITATION	EXISTING SITE LAYOUT				SUB-SHEET G3
DESIGNED S. EGGEMEYER	DRAWN S.EGGEMEYER	CHECKED D. GARRATT	DATE MAR 2015	DRAWING NO. 68-ND-142-14-007	SHEET 3 OF 17



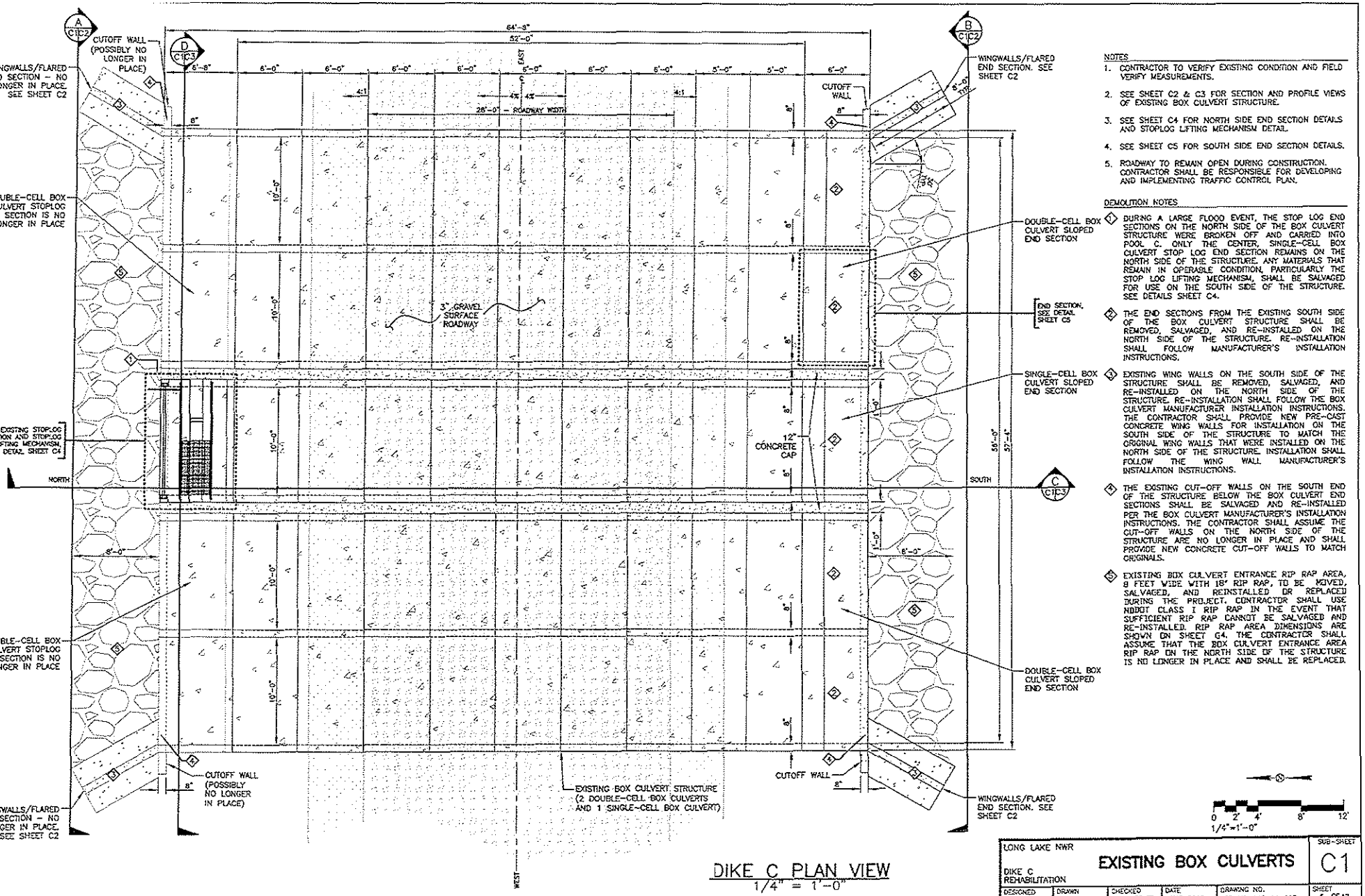
LONG LAKE NWR

DIKE C REHABILITATION

PROPOSED SITE LAYOUT

SUB-SHEET G4

DESIGNED	DRAWN	CHECKED	DATE	DRAWING NO.	SHEET
S. EGGEMEYER	S.EGGEMEYER	D. GARRATT	MAR 2015	68-ND-142-14-027	4 OF 17



DIKE C PLAN VIEW
1/4" = 1'-0"

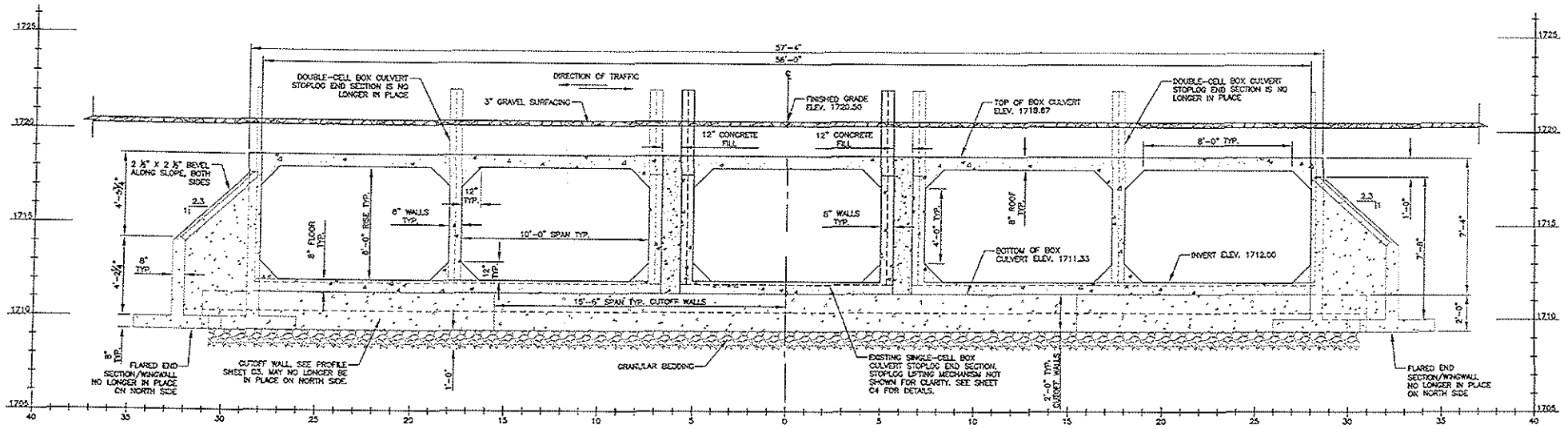
NOTES

1. CONTRACTOR TO VERIFY EXISTING CONDITION AND FIELD VERIFY MEASUREMENTS.
2. SEE SHEET C2 & C3 FOR SECTION AND PROFILE VIEWS OF EXISTING BOX CULVERT STRUCTURE.
3. SEE SHEET C4 FOR NORTH SIDE END SECTION DETAILS AND STOPLOG LIFTING MECHANISM DETAIL.
4. SEE SHEET C5 FOR SOUTH SIDE END SECTION DETAILS.
5. ROADWAY TO REMAIN OPEN DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING AND IMPLEMENTING TRAFFIC CONTROL PLAN.

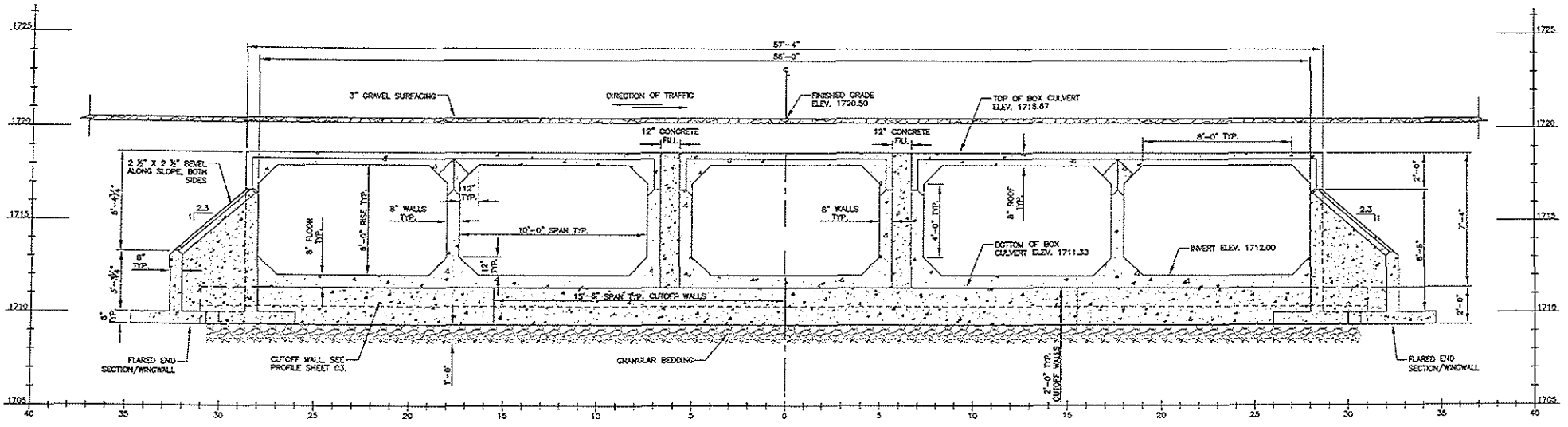
DEMOLITION NOTES

1. DURING A LARGE FLOOD EVENT, THE STOP LOG END SECTIONS ON THE NORTH SIDE OF THE BOX CULVERT STRUCTURE WERE BROKEN OFF AND CARRIED INTO POOL C. ONLY THE CENTER, SINGLE-CELL BOX CULVERT STOP LOG END SECTION REMAINS ON THE NORTH SIDE OF THE STRUCTURE. ANY MATERIALS THAT REMAIN IN OPERABLE CONDITION, PARTICULARLY THE STOP LOG LIFTING MECHANISM, SHALL BE SALVAGED FOR USE ON THE SOUTH SIDE OF THE STRUCTURE. SEE DETAILS SHEET C4.
2. THE END SECTIONS FROM THE EXISTING SOUTH SIDE OF THE BOX CULVERT STRUCTURE SHALL BE REMOVED, SALVAGED, AND RE-INSTALLED ON THE NORTH SIDE OF THE STRUCTURE. RE-INSTALLATION SHALL FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS.
3. EXISTING WING WALLS ON THE SOUTH SIDE OF THE STRUCTURE SHALL BE REMOVED, SALVAGED, AND RE-INSTALLED ON THE NORTH SIDE OF THE STRUCTURE. RE-INSTALLATION SHALL FOLLOW THE BOX CULVERT MANUFACTURER INSTALLATION INSTRUCTIONS. THE CONTRACTOR SHALL PROVIDE NEW PRE-CAST CONCRETE WING WALLS FOR INSTALLATION ON THE SOUTH SIDE OF THE STRUCTURE TO MATCH THE ORIGINAL WING WALLS THAT WERE INSTALLED ON THE NORTH SIDE OF THE STRUCTURE. INSTALLATION SHALL FOLLOW THE WING WALL MANUFACTURER'S INSTALLATION INSTRUCTIONS.
4. THE EXISTING CUT-OFF WALLS ON THE SOUTH END OF THE STRUCTURE BELOW THE BOX CULVERT END SECTIONS SHALL BE SALVAGED AND RE-INSTALLED PER THE BOX CULVERT MANUFACTURER'S INSTALLATION INSTRUCTIONS. THE CONTRACTOR SHALL ASSUME THE CUT-OFF WALLS ON THE NORTH SIDE OF THE STRUCTURE ARE NO LONGER IN PLACE AND SHALL PROVIDE NEW CONCRETE CUT-OFF WALLS TO MATCH ORIGINALS.
5. EXISTING BOX CULVERT ENTRANCE RIP RAP AREA, 9 FEET WIDE WITH 18" RIP RAP, TO BE MOVED, SALVAGED, AND REINSTALLED OR REPLACED DURING THE PROJECT. CONTRACTOR SHALL USE NDDOT CLASS I RIP RAP IN THE EVENT THAT SUFFICIENT RIP RAP CANNOT BE SALVAGED AND RE-INSTALLED. RIP RAP AREA DIMENSIONS ARE SHOWN ON SHEET C4. THE CONTRACTOR SHALL ASSUME THAT THE BOX CULVERT ENTRANCE AREA RIP RAP ON THE NORTH SIDE OF THE STRUCTURE IS NO LONGER IN PLACE AND SHALL BE REPLACED.

LONG LAKE NWR DIKE C REHABILITATION	EXISTING BOX CULVERTS				SUB-SHEET C1
DESIGNED S.EGGEMEYER	DRAWN S. EGGEMEYER	CHECKED D. GARRATT	DATE MAR 2015	DRAWING NO. 68-50-142-14-007	SHEET 5 OF 17



A DIKE C THRU SECTION LOOKING SOUTH
C1 C2 SCALE 3/8" = 1'-0"



B DIKE C THRU SECTION LOOKING NORTH
C1 C2 SCALE 3/8" = 1'-0"

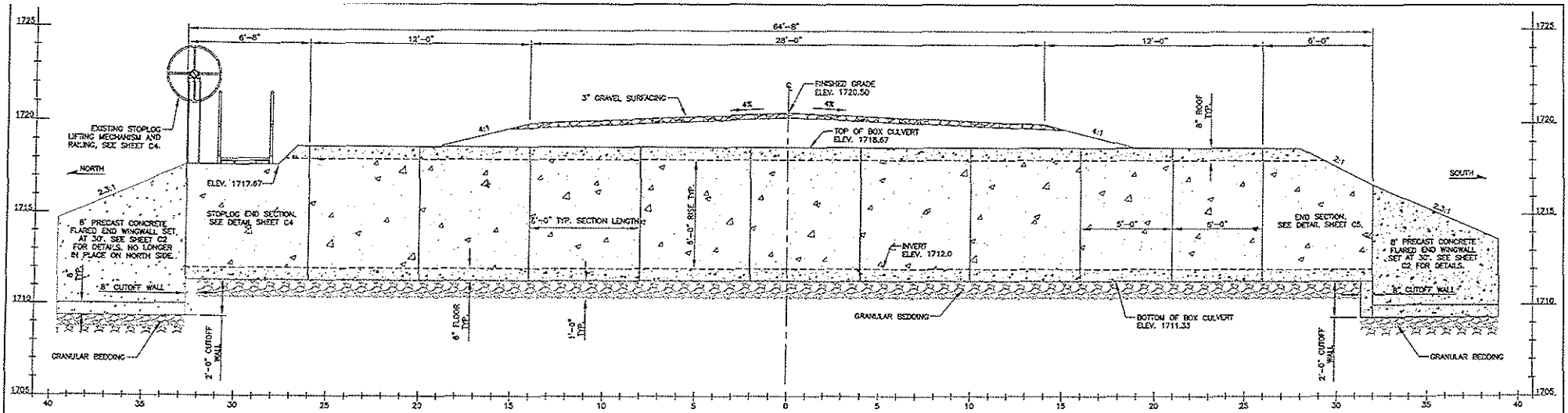
0 2' 4' 8'
3/8"=1'-0"

LONG LAKE NWR
DIKE C REHABILITATION

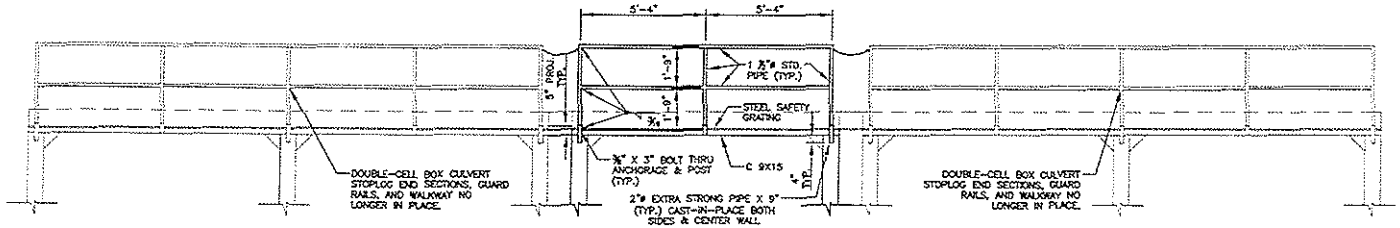
EXISTING BOX CULVERT SECTION VIEWS

SUB-SHEET C2

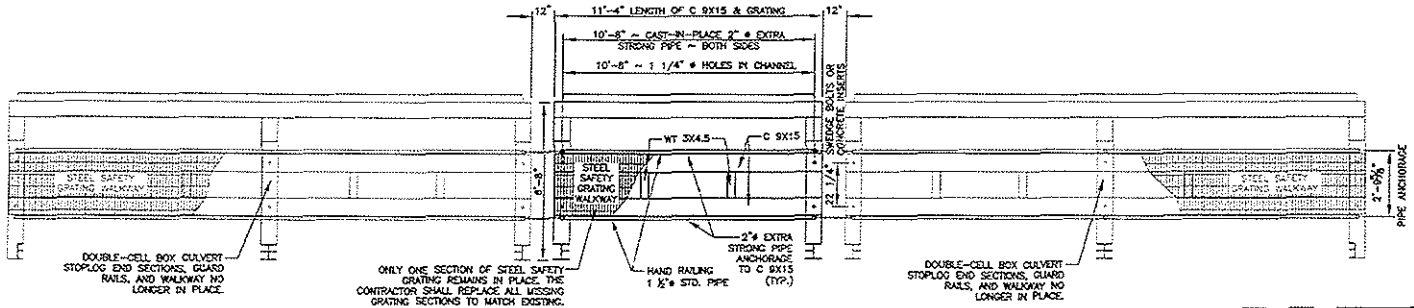
DESIGNED	DRAWN	CHECKED	DATE	DRAWING NO.	SHEET
S. EGGEMEYER	S. EGGEMEYER	D. GARRATT	MAR 2015	62-30-142-14-007	6 OF 17



C DIKE C PROFILE
SCALE 3/8" = 1'-0"



D EXISTING GUARD RAIL ELEVATION VIEW
SCALE 3/8" = 1'-0"



EXISTING STOPLOG WALKWAY LAYOUT
SCALE 3/8" = 1'-0"

NOTES:

1. CONTRACTOR TO VERIFY EXISTING CONDITIONS AND FIELD VERIFY MEASUREMENTS.

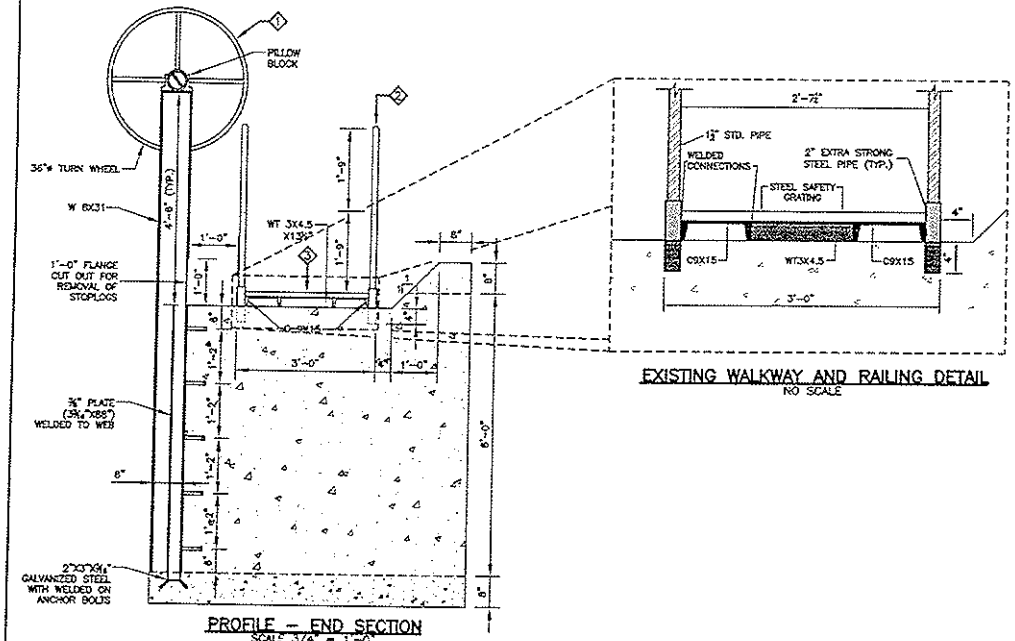
0 2' 4' 8'
3/8"=1'-0"

LONG LAKE NWR
DIKE C REHABILITATION

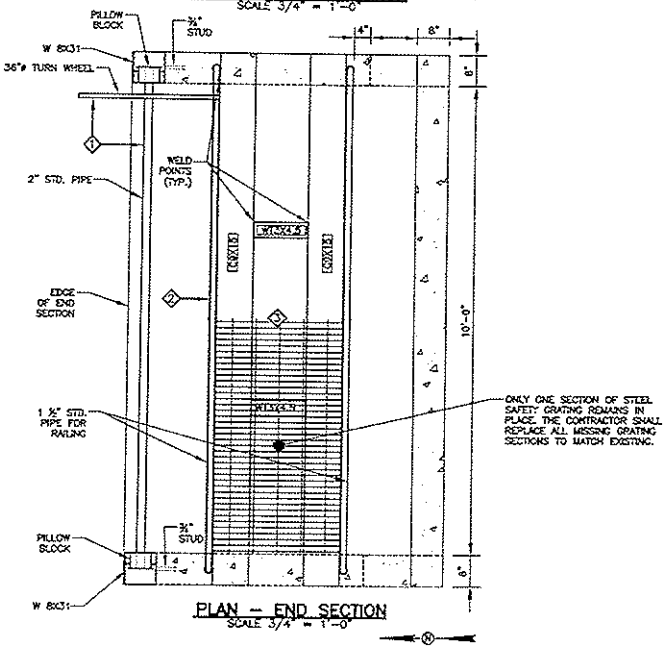
EXISTING BOX CULVERT PROFILE VIEWS

SUB-SHEET C3

DESIGNED	DRAWN	CHECKED	DATE	DRAWING NO.	SHEET
S. EGGEMEYER	S. EGGEMEYER	D. GARRATT	MAR 2015	6R-ND-142-14-007	7 OF 17

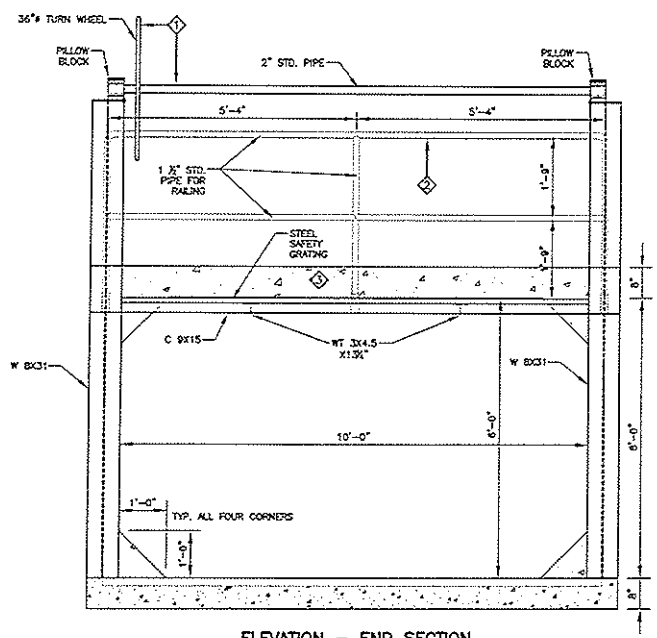


EXISTING WALKWAY AND RAILING DETAIL
NO SCALE



PLAN – END SECTION
SCALE 3/4" = 1'-0"

PROFILE – END SECTION
SCALE 3/4" = 1'-0"



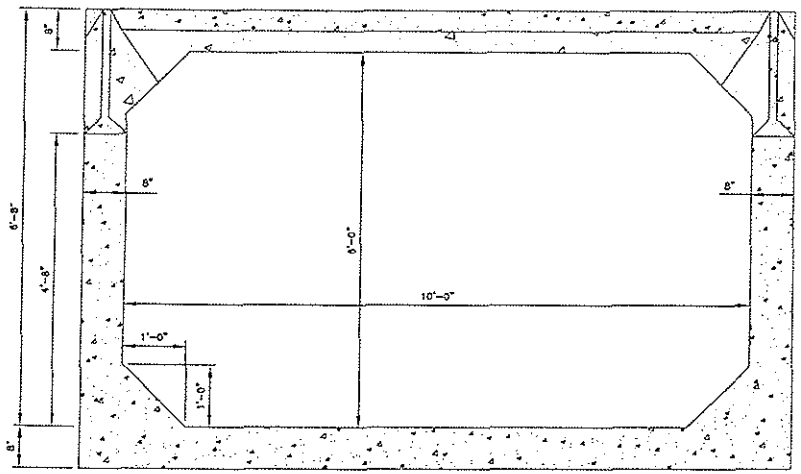
ELEVATION – END SECTION
SCALE 3/4" = 1'-0"

DEMOLITION NOTES

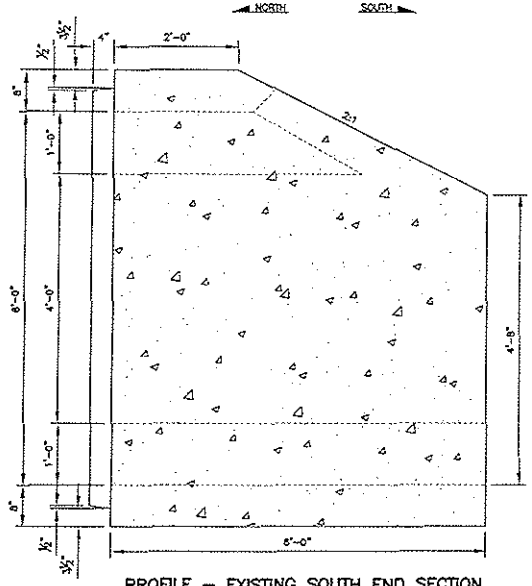
1. DISASSEMBLE AND REMOVE STOPLOG LIFTING MECHANISM TO INCLUDE REMOVAL OF PILLOW BLOCK, LOCK-IN-PLACE MECHANISM, PIN, TURN WHEEL, AND 2" STD. PIPE; STOPLOG LIFTING MECHANISM TO BE RELOCATED TO THE SOUTH SIDE.
2. REMOVE EXISTING 1½" STD. PIPE RAILING FOR RELOCATION TO SOUTH SIDE OF CULVERT.
3. DISASSEMBLE AND REMOVE EXISTING WALKWAY ASSEMBLY TO INCLUDE C9X15 AND WT3X4.5 MEMBERS, 2" EXTRA STRONG STEEL PIPE HAND RAIL SUPPORT SECTIONS, AND STEEL SAFETY GRATING; WALKWAY ASSEMBLY TO BE RELOCATED TO THE SOUTH SIDE. CONTRACTOR MAY CHOOSE TO LEAVE SOME ITEMS IN PLACE DURING RELOCATION OF EXISTING BOX CULVERT STOPLOG END SECTION TO THE SOUTH SIDE OF THE STRUCTURE.

0 1' 2' 3' 4'
3/4"=1'-0"

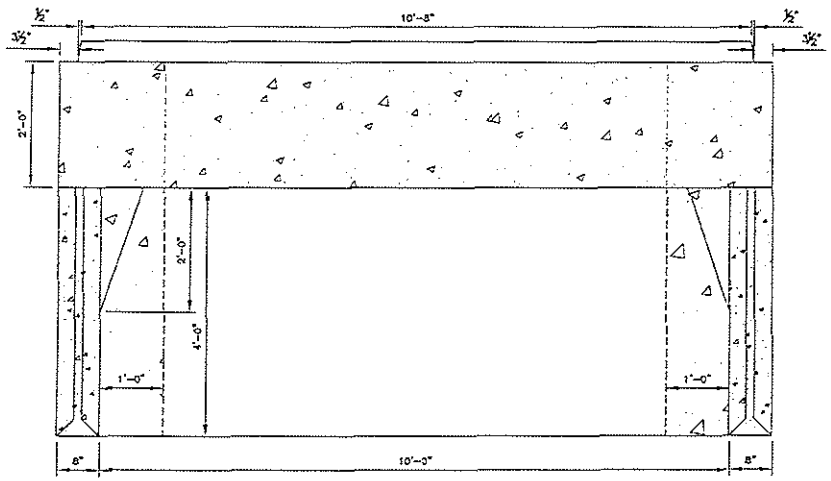
LONG LAKE NWR DIKE C REHABILITATION	EXISTING NORTH END SECTION DETAILS				SUB-SHEET C4
DESIGNED S. EGGEMEYER	DRAWN S. EGGEMEYER	CHECKED D. GARPATT	DATE MAR 2015	DRAWING NO. 09-ND-142-14-002	SHEET 8 OF 17



ELEVATION – EXISTING SOUTH SINGLE CELL END SECTION
SCALE 1" = 1'-0"



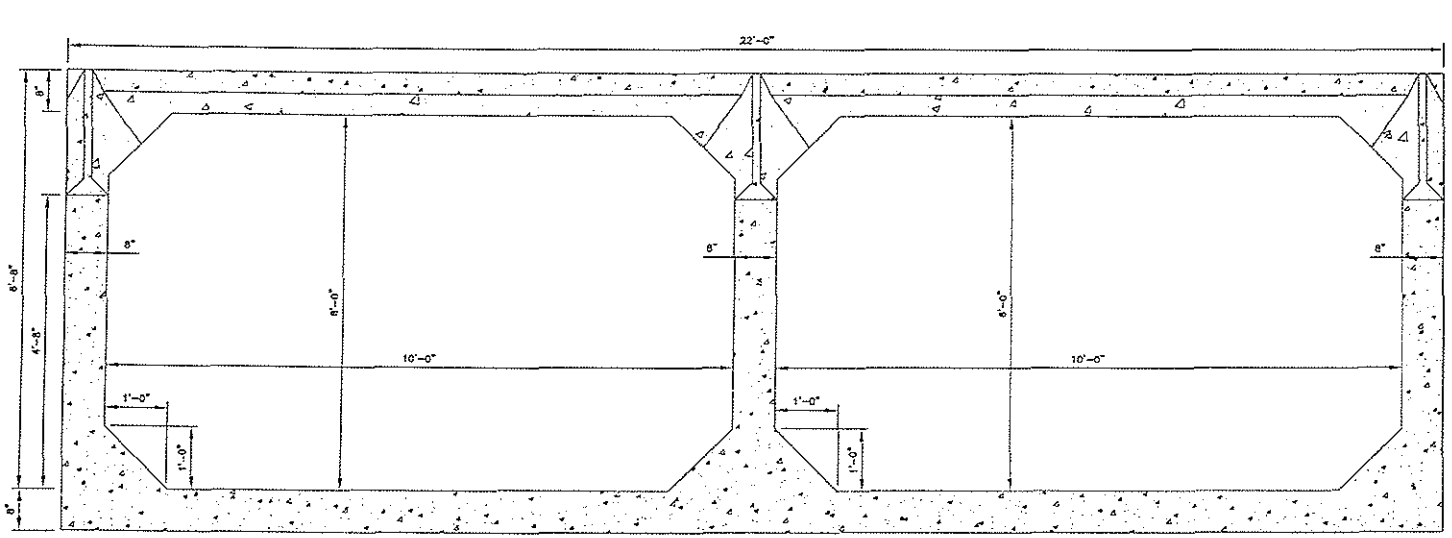
PROFILE – EXISTING SOUTH END SECTION
SCALE 1" = 1'-0"



PLAN – EXISTING SOUTH END SINGLE CELL SECTION
SCALE 1" = 1'-0"

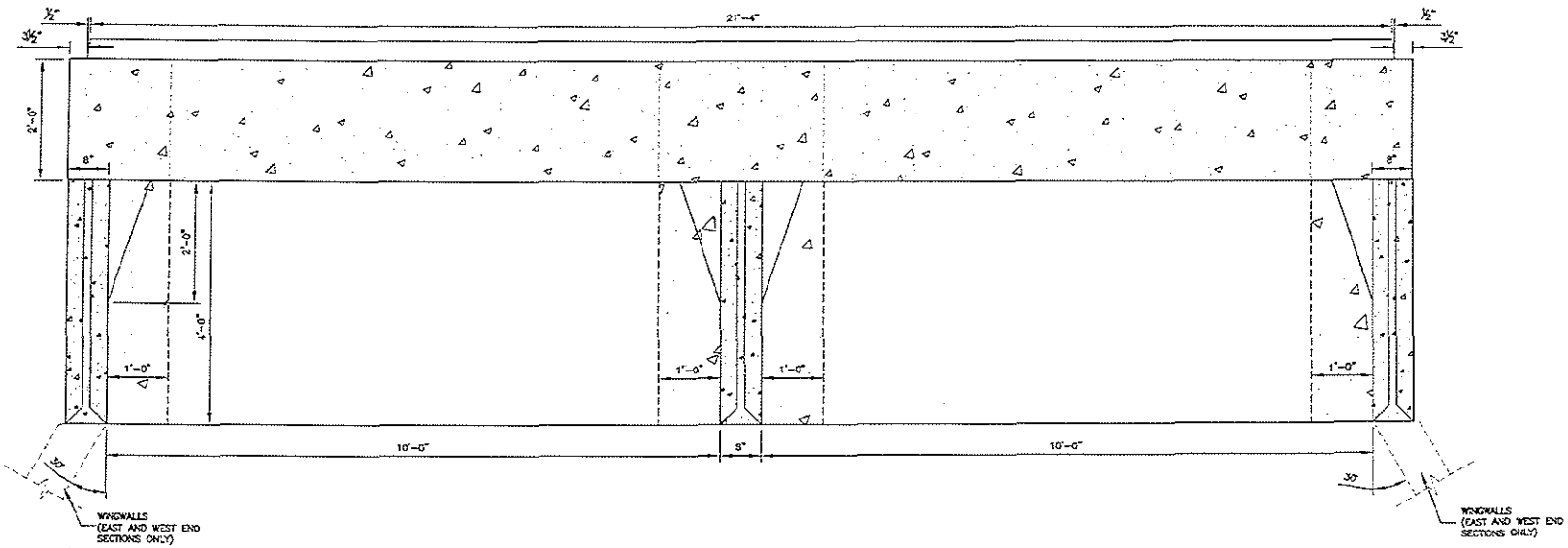
0 1' 2' 3'
1"=1'-0"

LONG LAKE NWR DIKE C REHABILITATION	EXISTING SOUTH SINGLE CELL END SECTION DETAILS				SUB-SHEET C5
DESIGNED S. EGGEMEYER	DRAWN S. EGGEMEYER	CHECKED D. GARRATT	DATE MAR 2015	DRAWING NO. 68-ND-142-14-007	SHEET 9 OF 17



ELEVATION – EXISTING SOUTH DOUBLE CELL END SECTION
SCALE 1" = 1'-0"

PROFILE – EXISTING SOUTH END SECTION
SCALE 1" = 1'-0"



PLAN – EXISTING SOUTH DOUBLE CELL END SECTION
SCALE 1" = 1'-0"

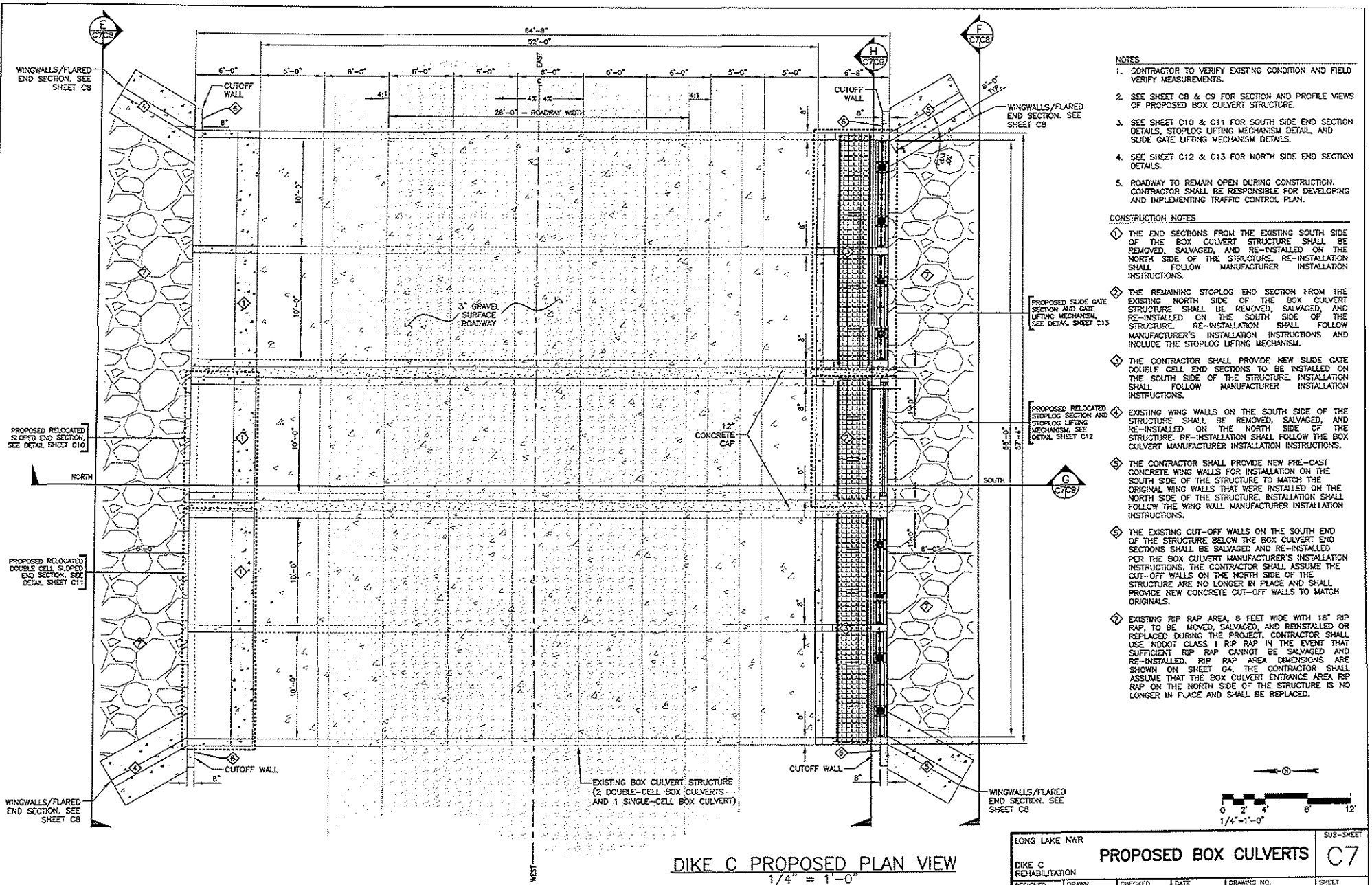
0 1' 2' 3'
1"=1'-0"

LONG LAKE NWR
DIKE C
REHABILITATION

EXISTING SOUTH DOUBLE CELL END SECTION DETAILS

SUB-SHEET C6

DESIGNED	DRAWN	CHECKED	DATE	DRAWING NO.	SHEET
S. EGGEMEYER	S. EGGEMEYER	D. GARPATT	MAR. 2015	69-ND-142-14-007	10 OF 17



DIKE C PROPOSED PLAN VIEW
1/4" = 1'-0"

NOTES

1. CONTRACTOR TO VERIFY EXISTING CONDITION AND FIELD VERIFY MEASUREMENTS.
2. SEE SHEET C8 & C9 FOR SECTION AND PROFILE VIEWS OF PROPOSED BOX CULVERT STRUCTURE.
3. SEE SHEET C10 & C11 FOR SOUTH SIDE END SECTION DETAILS, STOPLOG LIFTING MECHANISM DETAIL, AND SLIDE GATE LIFTING MECHANISM DETAILS.
4. SEE SHEET C12 & C13 FOR NORTH SIDE END SECTION DETAILS.
5. ROADWAY TO REMAIN OPEN DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING AND IMPLEMENTING TRAFFIC CONTROL PLAN.

CONSTRUCTION NOTES

1. THE END SECTIONS FROM THE EXISTING SOUTH SIDE OF THE BOX CULVERT STRUCTURE SHALL BE REMOVED, SALVAGED, AND RE-INSTALLED ON THE NORTH SIDE OF THE STRUCTURE. RE-INSTALLATION SHALL FOLLOW MANUFACTURER INSTALLATION INSTRUCTIONS.
2. THE REMAINING STOPLOG END SECTION FROM THE EXISTING NORTH SIDE OF THE BOX CULVERT STRUCTURE SHALL BE REMOVED, SALVAGED, AND RE-INSTALLED ON THE SOUTH SIDE OF THE STRUCTURE. RE-INSTALLATION SHALL FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS AND INCLUDE THE STOPLOG LIFTING MECHANISM.
3. THE CONTRACTOR SHALL PROVIDE NEW SLIDE GATE DOUBLE CELL END SECTIONS TO BE INSTALLED ON THE SOUTH SIDE OF THE STRUCTURE. INSTALLATION SHALL FOLLOW MANUFACTURER INSTALLATION INSTRUCTIONS.
4. EXISTING WING WALLS ON THE SOUTH SIDE OF THE STRUCTURE SHALL BE REMOVED, SALVAGED, AND RE-INSTALLED ON THE NORTH SIDE OF THE STRUCTURE. RE-INSTALLATION SHALL FOLLOW THE BOX CULVERT MANUFACTURER INSTALLATION INSTRUCTIONS.
5. THE CONTRACTOR SHALL PROVIDE NEW PRE-CAST CONCRETE WING WALLS FOR INSTALLATION ON THE SOUTH SIDE OF THE STRUCTURE TO MATCH THE ORIGINAL WING WALLS THAT WERE INSTALLED ON THE NORTH SIDE OF THE STRUCTURE. INSTALLATION SHALL FOLLOW THE WING WALL MANUFACTURER INSTALLATION INSTRUCTIONS.
6. THE EXISTING CUT-OFF WALLS ON THE SOUTH END OF THE STRUCTURE BELOW THE BOX CULVERT END SECTIONS SHALL BE SALVAGED AND RE-INSTALLED PER THE BOX CULVERT MANUFACTURER'S INSTALLATION INSTRUCTIONS. THE CONTRACTOR SHALL ASSUME THE CUT-OFF WALLS ON THE NORTH SIDE OF THE STRUCTURE ARE NO LONGER IN PLACE AND SHALL PROVIDE NEW CONCRETE CUT-OFF WALLS TO MATCH ORIGINALS.
7. EXISTING RIP RAP AREA, 8 FEET WIDE WITH 18" RIP RAP, TO BE MOVED, SALVAGED, AND REINSTALLED OR REPLACED DURING THE PROJECT. CONTRACTOR SHALL USE NDOT CLASS I RIP RAP IN THE EVENT THAT SUFFICIENT RIP RAP CANNOT BE SALVAGED AND RE-INSTALLED. RIP RAP AREA DIMENSIONS ARE SHOWN ON SHEET G4. THE CONTRACTOR SHALL ASSUME THAT THE BOX CULVERT ENTRANCE AREA RIP RAP ON THE NORTH SIDE OF THE STRUCTURE IS NO LONGER IN PLACE AND SHALL BE REPLACED.

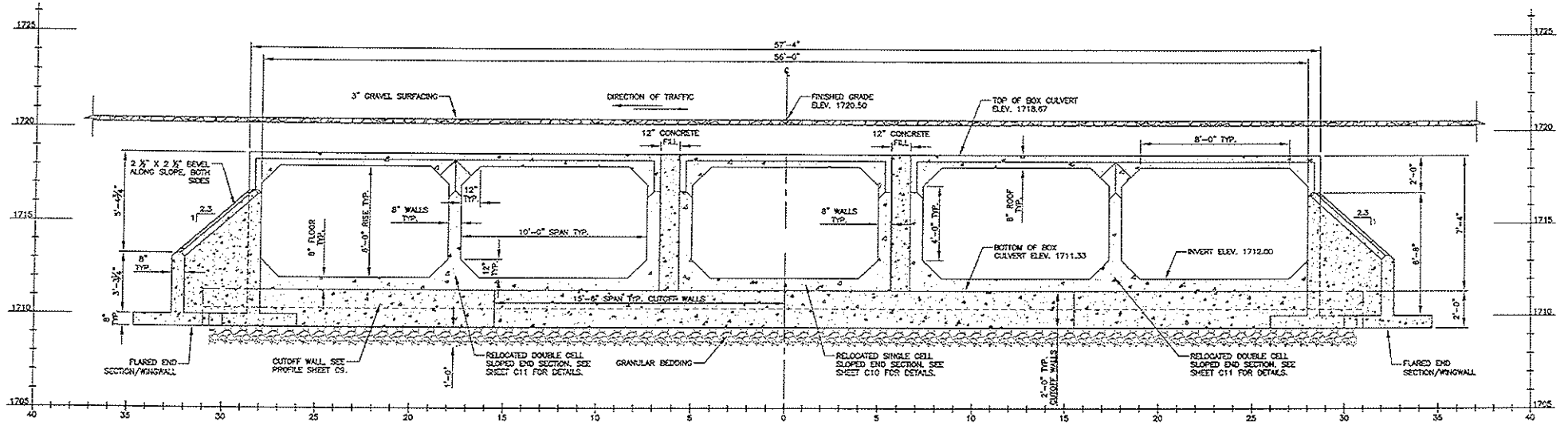
0 2' 4' 8' 12'
1/4"=1'-0"

LONG LAKE NWR
DIKE C REHABILITATION

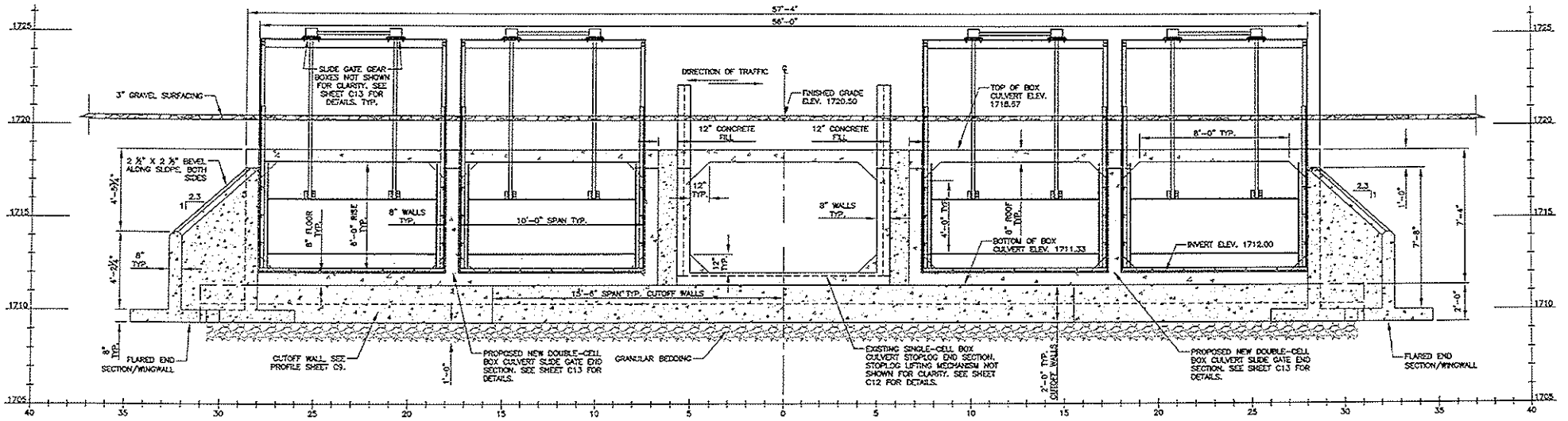
PROPOSED BOX CULVERTS

SUB-SHEET C7

DESIGNED	DRAWN	CHECKED	DATE	DRAWING NO.	SHEET
S.EGGEMEYER	S. EGGEMEYER	D. GARRATT	MAR 2015	68-ND-142-14-007	11 OF 17



E DIKE C THRU SECTION LOOKING SOUTH
C7&9 SCALE 3/8" = 1'-0"



F DIKE C THRU SECTION LOOKING NORTH
C7&9 SCALE 3/8" = 1'-0"

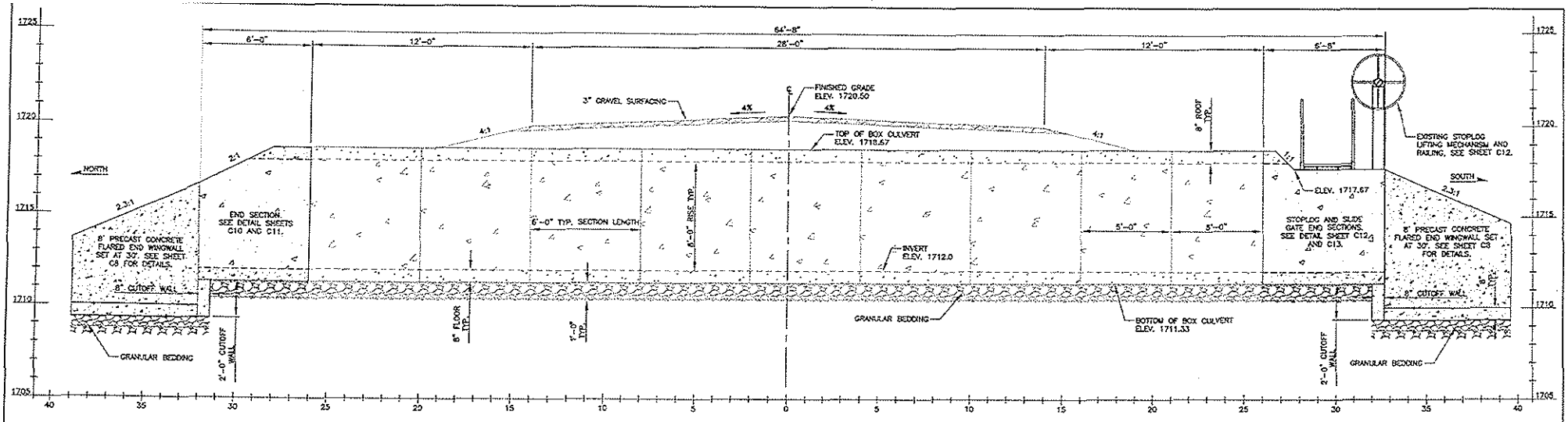
0 2' 4' 8'
3/8"=1'-0"

LONG LAKE NWR
DIKE C REHABILITATION

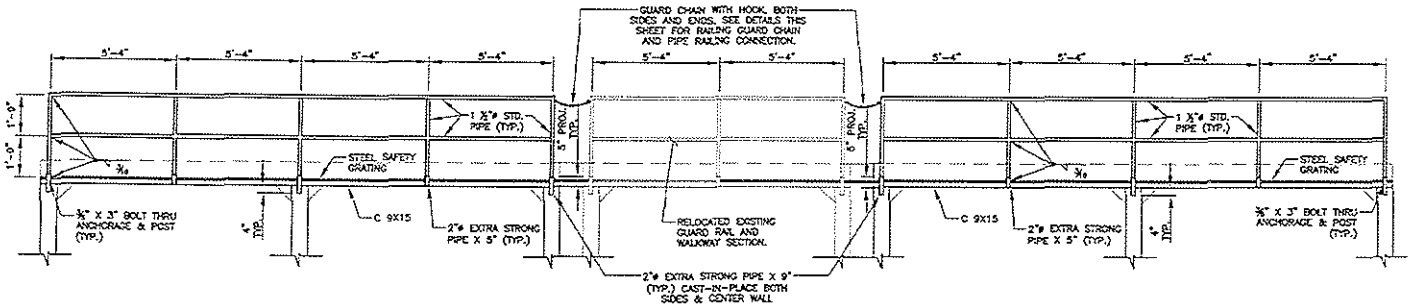
PROPOSED BOX CULVERT SECTION VIEWS

SUB-SHEET C8

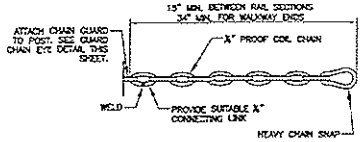
DESIGNED	DRAWN	CHECKED	DATE	DRAWING NO.	SHEET
S. EGGEMEYER	S. EGGEMEYER	D. GARRATT	MAR. 2015	68-ND-142-14-007	12 OF 17



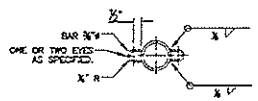
G PROPOSED DIKE C PROFILE
C7/C9 SCALE 3/8" = 1'-0"



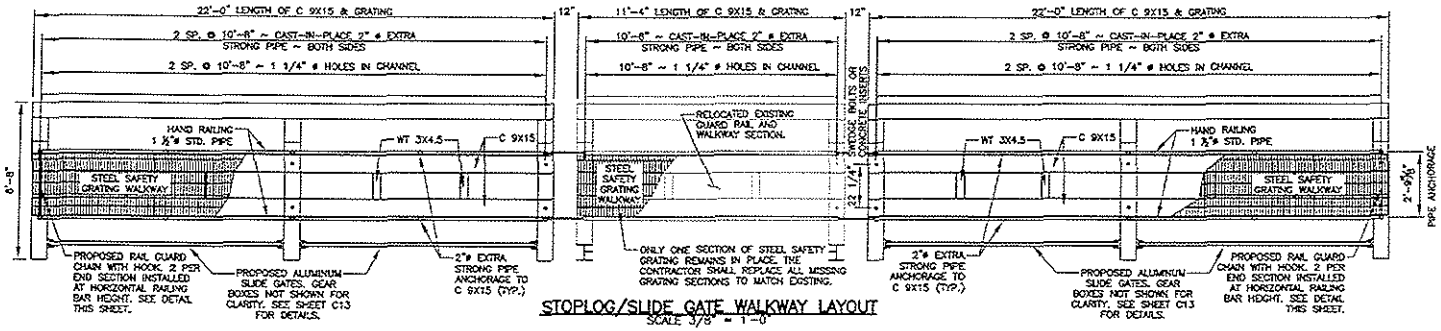
H PROPOSED GUARD RAIL ELEVATION VIEW
C7/C9 SCALE 3/8" = 1'-0"



RAILING GUARD CHAIN
NO SCALE, 4 REQUIRED BETWEEN RAIL SECTIONS, 4 REQUIRED AT WALKWAY ENDS



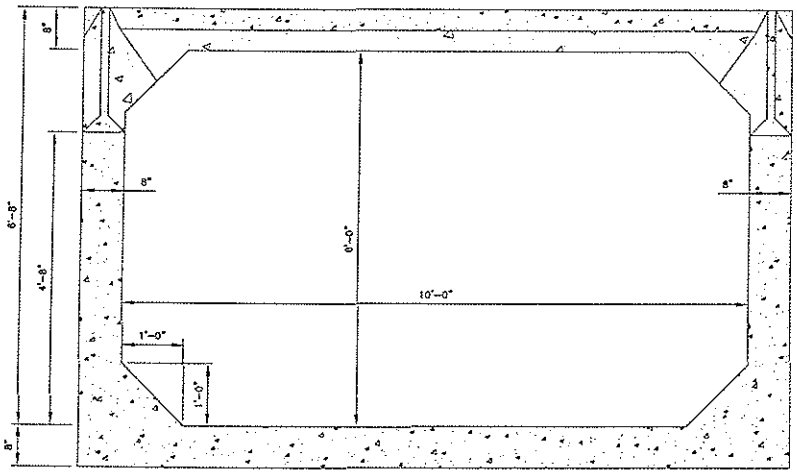
GUARD CHAIN EYE
NO SCALE



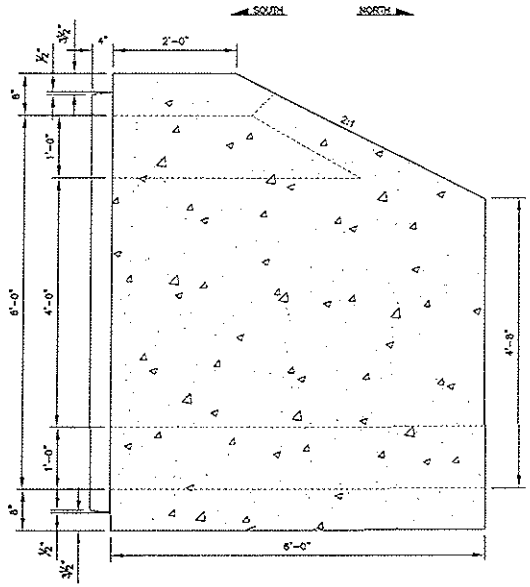
STOPLOG/SLIDE GATE WALKWAY LAYOUT
SCALE 3/8" = 1'-0"

0 2' 4' 8'
3/8"=1'-0"

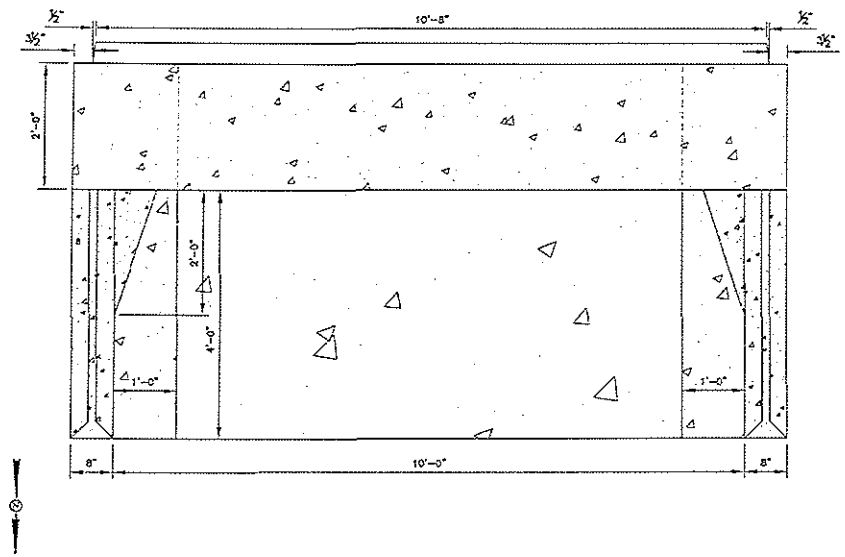
LONG LAKE NWR DIKE C REHABILITATION	PROPOSED BOX CULVERT PROFILE VIEWS				SUB-SHEET C9
DESIGNED S. EGGEMEYER	DRAWN S. EGGEMEYER	CHECKED D. CASRATT	DATE MAR 2015	DRAWING NO. 68-NR-142-14-007	SHEET 13 OF 17



ELEVATION – PROPOSED NORTH SINGLE CELL END SECTION
SCALE 1" = 1'-0"



PROFILE – PROPOSED NORTH SINGLE CELL END SECTION
SCALE 1" = 1'-0"



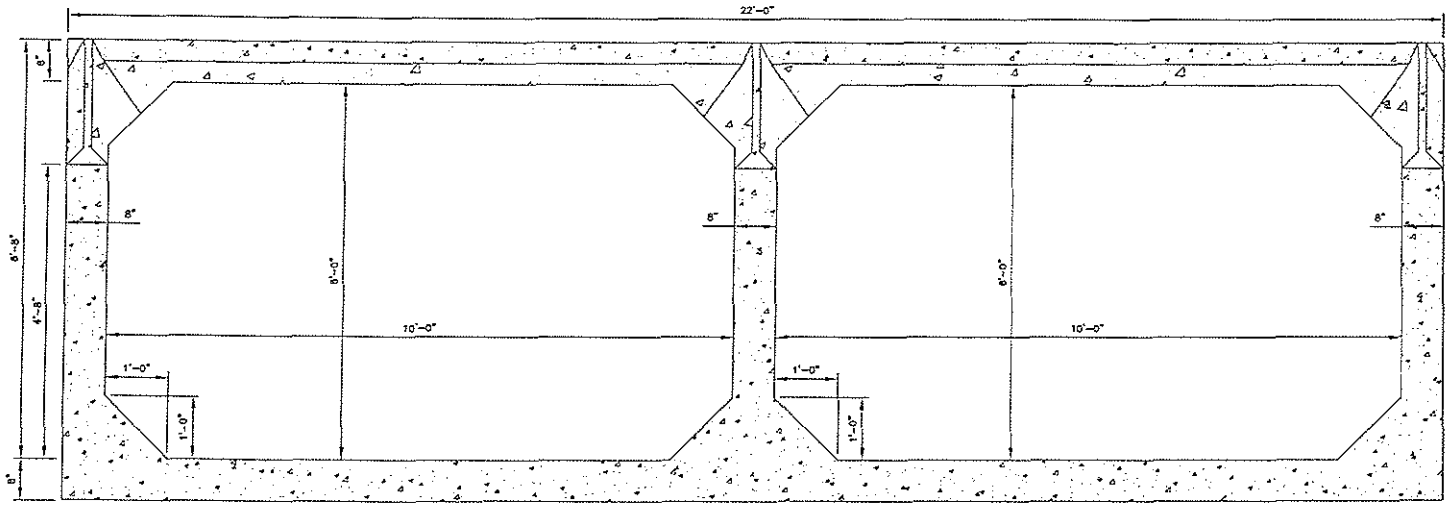
PLAN – PROPOSED NORTH SINGLE CELL END SECTION
SCALE 1" = 1'-0"

NOTES:

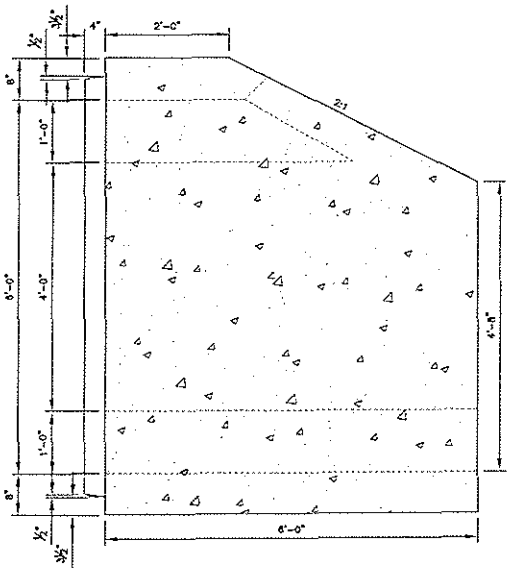
1. CONTRACTOR SHALL RE-INSTALL SLOPE END SECTIONS FROM THE EXISTING SOUTH SIDE OF THE STRUCTURE ON THE NORTH SIDE OF THE STRUCTURE. RE-INSTALLATION SHALL FOLLOW PRECAST BOX CULVERT MANUFACTURER'S INSTALLATION INSTRUCTIONS.
2. CONTRACTOR SHALL DETERMINE EXISTING HIDDEN TIE BOLT AND LIFTING HOOK DETAILS AND LOCATIONS OR OBTAIN THEM FROM THE PRECAST BOX CULVERT MANUFACTURER.
3. CONTRACTOR SHALL COVER LIFTING HOOKS WITH GROUT RECOMMENDED BY THE PRECAST BOX CULVERT MANUFACTURER.

0 1' 2' 3'
1"=1'-0"

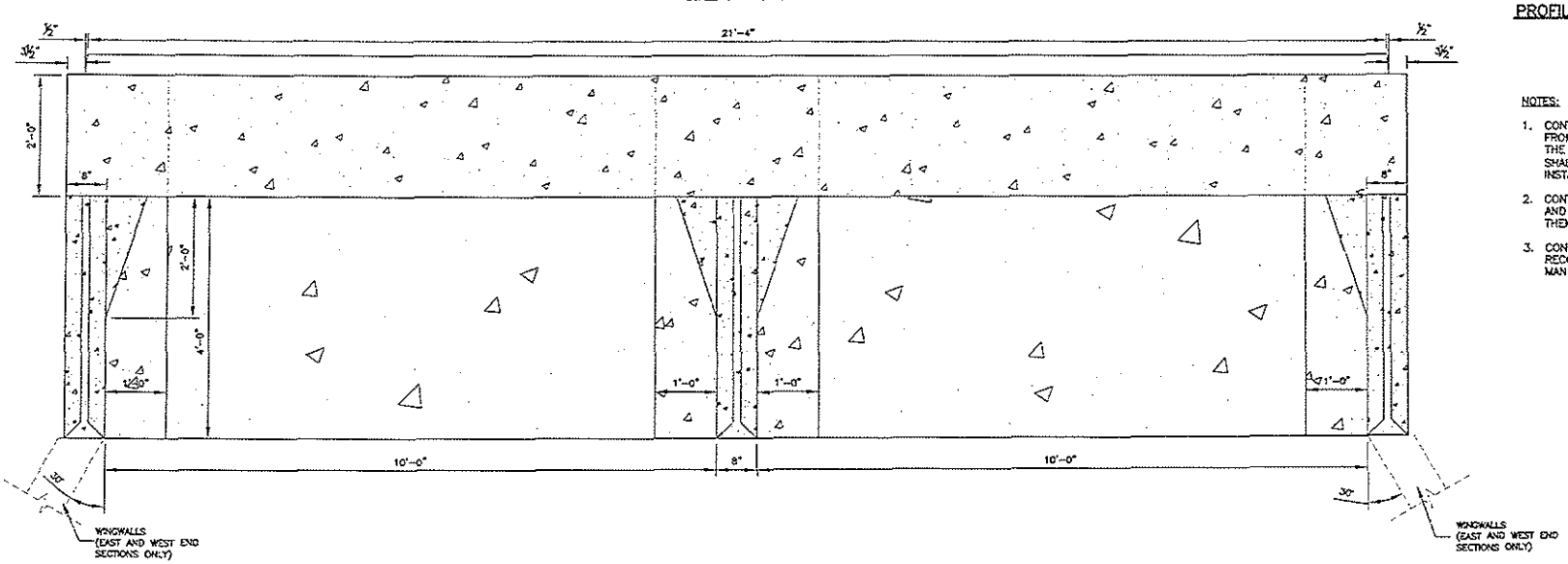
LONG LAKE NWR DIKE C REHABILITATION	PROPOSED NORTH SINGLE CELL END SECTION DETAILS				SUB-SHEET C10
DESIGNED S. EGGEMEYER	DRAWN S. EGGEMEYER	CHECKED D. GARRATT	DATE MAR 2015	DRAWING NO. 66-10-142-14-007	SHEET 14 OF 17



ELEVATION – PROPOSED NORTH DOUBLE CELL END SECTIONS
SCALE 1" = 1'-0"



PROFILE – PROPOSED NORTH END SECTIONS
SCALE 1" = 1'-0"



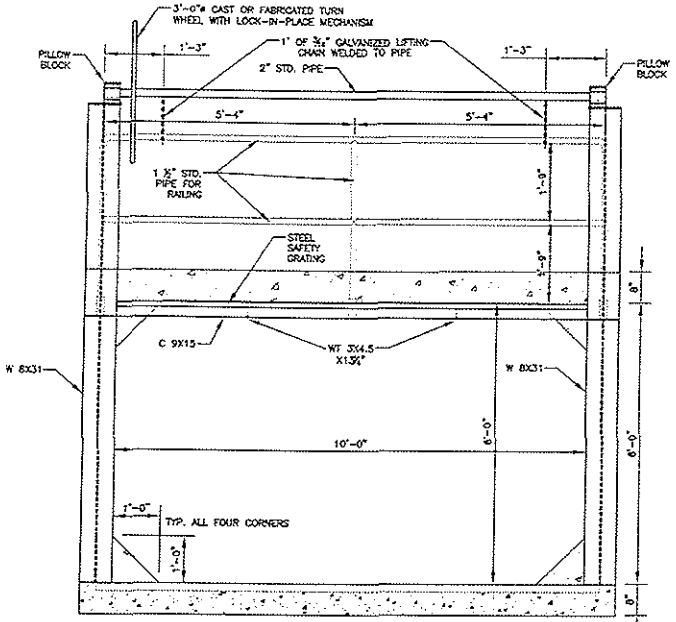
PLAN – PROPOSED NORTH DOUBLE CELL END SECTIONS
SCALE 1" = 1'-0"

NOTES:

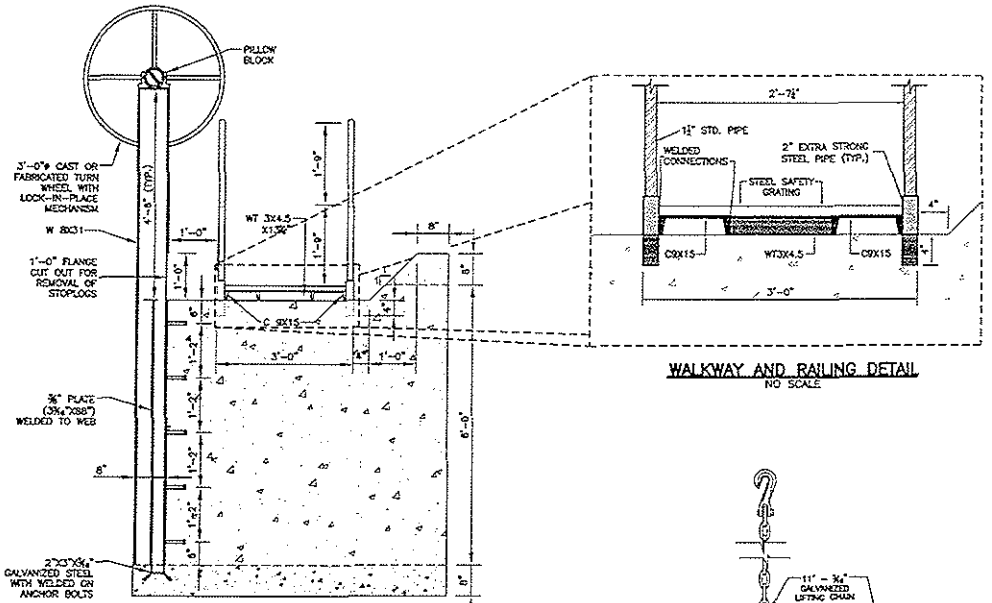
1. CONTRACTOR SHALL RE-INSTALL SLOPE END SECTIONS FROM THE EXISTING SOUTH SIDE OF THE STRUCTURE ON THE NORTH SIDE OF THE STRUCTURE. RE-INSTALLATION SHALL FOLLOW PRECAST BOX CULVERT MANUFACTURER'S INSTALLATION INSTRUCTIONS.
2. CONTRACTOR SHALL DETERMINE EXISTING HIDDEN TIE BOLT AND LIFTING HOOK DETAILS AND LOCATIONS OR OBTAIN THEM FROM THE PRECAST BOX CULVERT MANUFACTURER.
3. CONTRACTOR SHALL COVER LIFTING HOOKS WITH GROUT RECOMMENDED BY THE PRECAST BOX CULVERT MANUFACTURER.

0 1' 2' 3'
1"=1'-0"

LONG LAKE NWR DIKE C REHABILITATION	PROPOSED NORTH DOUBLE CELL END SECTION DETAILS				SUB-SHEET C11
DESIGNED S. EGGEMEYER	DRAWN S. EGGEMEYER	CHECKED D. GARRATT	DATE MAR. 2015	DRAWING NO. 68-ND-142-14-007	SHEET 15 OF 17

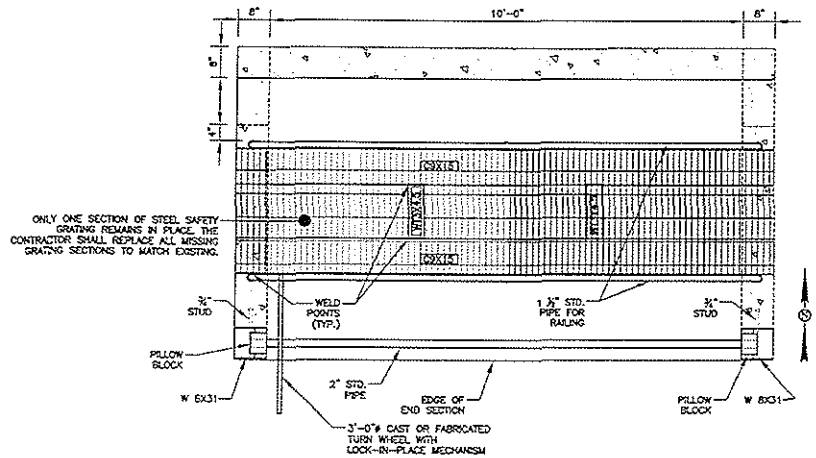


ELEVATION – STOPLOG END SECTION
SCALE 3/4" = 1'-0"

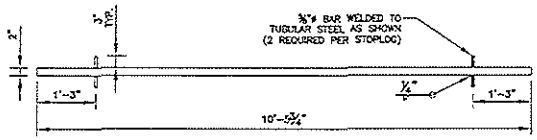


PROFILE – STOPLOG END SECTION
SCALE 3/4" = 1'-0"

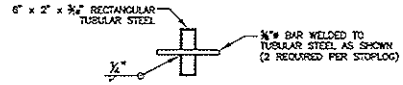
WALKWAY AND RAILING DETAIL
NO SCALE



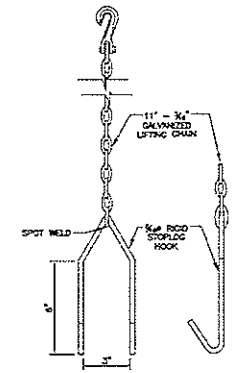
PLAN – STOPLOG END SECTION
SCALE 3/4" = 1'-0"



RECTANGULAR TUBULAR STEEL STOPLOG DETAIL
SCALE 3/4" = 1'-0" (11 REQUIRED)



STOPLOG SECTION
NO SCALE



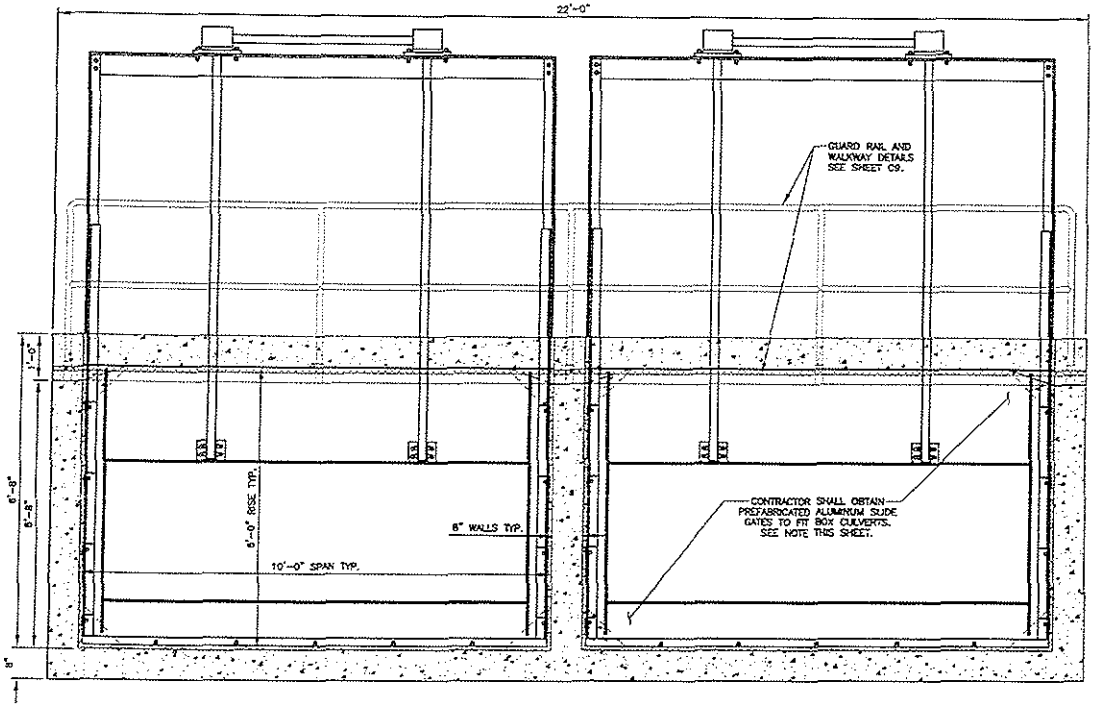
STOPLOG LIFTING HOOK AND CHAIN
NO SCALE, 2 REQUIRED

NOTES:

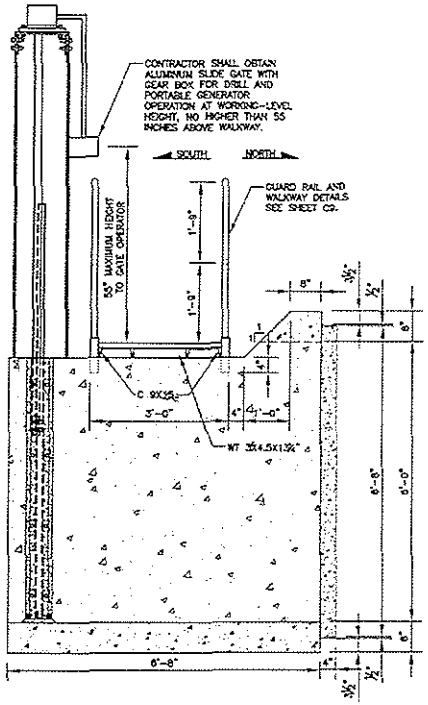
1. CONTRACTOR SHALL VERIFY EXISTING PARTS OF STOPLOG END SECTION TO BE SALVAGED. IF PARTS ARE MISSING OR BROKEN, THE CONTRACTOR SHALL PROVIDE REPLACEMENT PARTS TO MATCH ORIGINALS AS SHOWN ON THIS SHEET.

0 1' 2' 3' 4'
3/4"=1'-0"

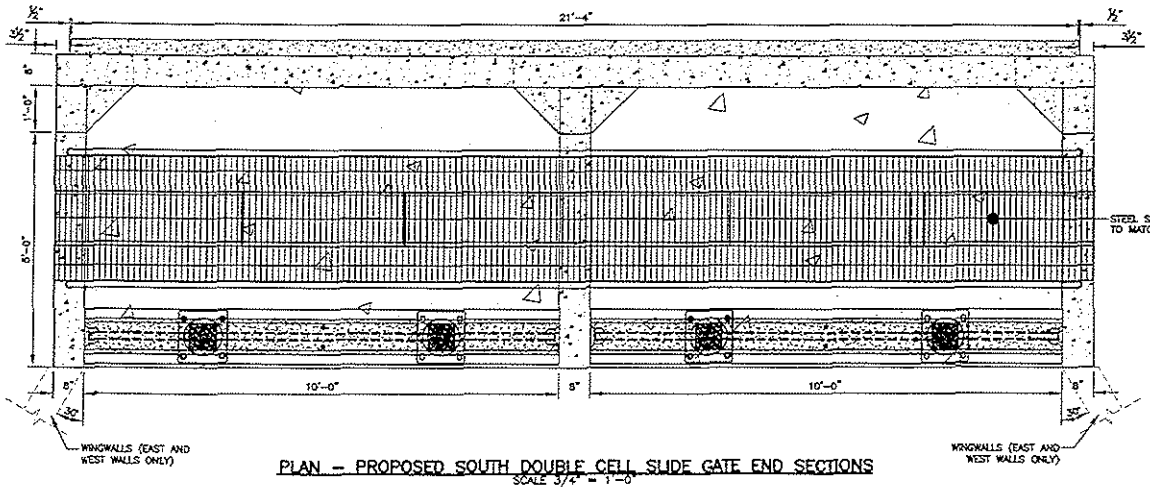
LONG LAKE NWR DIKE C REHABILITATION	PROPOSED SOUTH SINGLE CELL END SECTION DETAILS				SUB-SHEET C12
DESIGNED S. EGGEMEYER	DRAWN S. EGGEMEYER	CHECKED D. GARRATT	DATE MAR 2015	DRAWING NO. 69-ND-142-14-007	SHEET 16 OF 17



ELEVATION – PROPOSED SOUTH DOUBLE CELL SLIDE GATE END SECTIONS
SCALE 3/4" = 1'-0"



PROFILE – PROPOSED SOUTH END SECTIONS
SCALE 3/4" = 1'-0"



PLAN – PROPOSED SOUTH DOUBLE CELL SLIDE GATE END SECTIONS
SCALE 3/4" = 1'-0"

NOTES:

1. CONTRACTOR SHALL INSTALL TWO (2) NEW DOUBLE-CELL BOX CULVERT END SECTIONS ON THE SOUTH SIDE OF THE STRUCTURE. THE NEW BOX CULVERTS SHALL BE PRE-CAST TO ALLOW FOR INSTALLATION OF SLIDE GATE BY ANCHOR BOLT MOUNTING TO THE INSIDE OF EACH CELL OF THE BOX CULVERT. INSTALLATION SHALL FOLLOW PRECAST BOX CULVERT MANUFACTURER'S INSTALLATION INSTRUCTIONS.
2. CONTRACTOR SHALL DETERMINE EXISTING HIDDEN TIE BOLT AND LIFTING HOOK DETAILS AND LOCATIONS OR OBTAIN THEM FROM THE PRECAST BOX CULVERT MANUFACTURER.
3. CONTRACTOR SHALL COVER LIFTING HOOKS WITH GROUT RECOMMENDED BY THE PRECAST BOX CULVERT MANUFACTURER.
4. CONTRACTOR SHALL OBTAIN FOUR (4) PREFABRICATED ALUMINUM SLIDE GATES TO MOUNT INSIDE THE 10' BY 6' BOX CULVERT CELLS. SLIDE GATES SHALL HAVE GEAR BOXES MOUNTED AT WORKING LEVEL HEIGHT THAT ALLOW FOR GATE OPERATION BY DRILL AND PORTABLE GENERATOR WITHOUT THE USE OF A LADDER. THE SLIDE GATES SHALL BE ABLE TO OPEN THE FULL SIX FEET OF THE BOX CULVERT HEIGHT AND WITHSTAND BOTH SEATED AND UNSEATED HEAD, AS WATER MIGHT BE PRESENT ON EITHER SIDE OF THE GATE OR BOTH SIDES. WHEN THE WATER LEVEL IS ABOVE THE HEIGHT OF THE GATE AND THE GATE IS CLOSED, WATER WILL FLOW OVER THE GATE INTO THE BOX CULVERTS. THE CONTRACTOR SHALL FOLLOW THE GATE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND OBTAIN ALL PARTS, ACCESSORIES, AND MOUNTING EQUIPMENT NECESSARY TO INSTALL THE SLIDE GATES IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS.
5. PREFABRICATED SLIDE GATES, GEAR BOXES, AND MOUNTING DETAILS SHALL BE PROVIDED BY THE SLIDE GATE MANUFACTURER AND SHALL BE APPROVED BY THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE PRIOR TO ORDER OR INSTALLATION.

0 1' 2' 3'
1"=1'-0"

LONG LAKE NWR
DIKE C REHABILITATION

PROPOSED SOUTH DOUBLE CELL END SECTION DETAILS

SUB-SHEET C13

DESIGNED	DRAWN	CHECKED	DATE	DRAWING NO.	SHEET
S. EGGEMEYER	S. EGGEMEYER	D. GARRATT	MAR 2015	69-ND-142-14-007	17 OF 17

BCWRD Invoices
5-26-15

Name	Project	Invoice	Amount
Bismarck Parks & Rec	March Expense	3818	$5,189.42
Bismarck Parks & Rec	March Admin. Expense	3818	$1,297.36
Bismarck Parks & Rec	April Expense	3857	$6,627.34
Bismarck Parks & Rec	April Admin. Expense	3857	$1,656.84
City of Bismarck	March Rent	38	$95.33
City of Bismarck	April Rent	53	$95.33
City of Bismarck	March building expenses	65	$26.67
City of Bismarck	Computer IT Services - March	49	$9.07
Bliss & Stebbins	April Billing	18052	$2,663.68
Houston Engineering	McDowell Dam	25035	$1,621.75
Houston Engineering	General	25036	$1,000.00
Houston Engineering	Burnt Creek Floodway	25037	$18,136.75
Houston Engineering	Fox Island Flood Control	25038	$240.00
Houston Engineering	Missouri River Correctional	25039	$8,152.00
Houston Engineering	Drainage Complaints	25044	$796.00
Houston Engineering	Ward and Ash Coulee SWMP	25040	$1,452.00
Houston Engineering	Hogue Island Acquisition Site Restoration	25041	$784.00
Houston Engineering	SWMP	25042	$124.00
Houston Engineering	Missouri River Bank Stablilization	25043	$1,840.00
Voices for Lake Oahe	2015 Membership	2015	$100.00
Office of the State Auditor	Audit - REVISED	11365	$5,250.00
ND Insurance Department	Aero Club		$9.96
Personalized Management	Secretarial/Accounting/Supplies	5566	$2,298.62
		TOTAL:	***$59,466.12***

*April, 2007 Motion to increase to $100/year

4/21 - emailed Gordon

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

INVOICE

INVOICE NO: 3818
DATE: 4/7/2015

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

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
	March 2015 McDowell Dam billing Reviewed 4-17-15 Greg Smith		$ 6,486.78
		TOTAL DUE:	$ 6,486.78

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

Invoice No.	Amt. Due
3818	$ 6,486.78

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

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 March 31, 2015

Date Submitted: 4/1/2015

Salaries & Wages	$	2,826.66
Employer Payroll Taxes		216.24
Employee Pension & Health Benefits		1,300.45
Operating Expenses		846.07
Capital Improvement Expenses		-
Total Expenses	$	5,189.42
Administrative Fee		
(25% of Operating Expenses)	$	1,297.36
(5% of Capital Improvement Expenses)		-
Total Amount Requested	$	6,486.78

J Fayrheel
Prepared By

Board Member

HR + Admin Coordinator
Title

McDowell Dam Monthly Billing

March-15

Salaries & Wages		
Salaries - Full time	$ 2,826.66	
Accrued Sick Leave Pay	-	
Wages - Part time	-	
Wages - Part time (Overtime)	-	
Total Salaries & Wages		$ 2,826.66
Employer Payroll Taxes		
Social Security/Medicare	216.24	
Worker's Compensation - Premium Rate	-	
Worker's Compensation - Paid Benefits	-	
Unemployment	-	
Total Employer Payroll Taxes		216.24
Employee Benefits		
Pension	293.97	
Job Service	-	
Health & Life Insurance	1,006.48	
Total Employee Benefits		1,300.45
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	-	
Shop Supplies	-	
Janitorial Supplies	-	
Miscellaneous Supplies	11.48	
Fuel	31.16	
Repairs & Replacement	41.19	
Uniforms	-	
Tools	-	
Boiler Insurance	-	
Total Operating Expenses		83.83
Capital Improvements		
Building and Building Remodeling	-	-
Utilities		
Natural Gas	-	
Electricity	567.79	
Garbage Removal	69.20	
Water	-	
Telephone	125.25	
Total Utilities		762.24
Total Expenses		$ 5,189.42

emailed Gordon

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

INVOICE

INVOICE NO: 3857
DATE: 5/7/2015

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

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
	April 2015 McDowell Dam billing Reviewed 5-7-15		$ 8,284.18
		TOTAL DUE:	$ 8,284.18

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

Invoice No.	Amt. Due
3857	$ 8,284.18

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

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 April 30, 2015

Date Submitted: 5/7/2015

Salaries & Wages	$	3,493.16
Employer Payroll Taxes		267.23
Employee Pension & Health Benefits		1,300.45
Operating Expenses		1,566.50
Capital Improvement Expenses		-
Total Expenses	$	6,627.34
Administrative Fee		
(25% of Operating Expenses)	$	1,656.84
(5% of Capital Improvement Expenses)		-
Total Amount Requested	$	8,284.18

Prepared By

Board Member

Title

McDowell Dam Monthly Billing

April-15

Salaries & Wages		
Salaries - Full time	$ 2,826.66	
Accrued Sick Leave Pay	-	
Wages - Part time	666.50	
Wages - Part time (Overtime)	-	
Total Salaries & Wages		$ 3,493.16
Employer Payroll Taxes		
Social Security/Medicare	267.23	
Worker's Compensation - Premium Rate	-	
Worker's Compensation - Paid Benefits	-	
Unemployment	-	
Total Employer Payroll Taxes		267.23
Employee Benefits		
Pension	293.97	
Job Service	-	
Health & Life Insurance	1,006.48	
Total Employee Benefits		1,300.45
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	-	
Shop Supplies	-	
Janitorial Supplies	268.18	
Miscellaneous Supplies	-	
Fuel	38.18	
Repairs & Replacement	723.97	
Uniforms	-	
Tools	-	
Boiler Insurance	-	
Total Operating Expenses		1,030.33
Capital Improvements		
Building and Building Remodeling	-	-
Utilities		
Natural Gas	-	
Electricity	257.07	
Garbage Removal	70.10	
Water	83.75	
Telephone	125.25	
Total Utilities		536.17
Total Expenses		$ 6,627.34

COMMERCIAL BUILDING AND PERSONAL PROPERTY SCHEDULED INSURANCE COVERAGE DECLARATION A

STATE FIRE AND TORNADO FUND
SFN 59126 (6-2014)

Policy Number: 1914

Insured			
Burleigh County Water Resource			
Mailing Address: 1811 E Thayer	Contact Person: Mona Livdahl		
City: Bismarck	State: ND	ZIP Code: 58501	Telephone Number: (701) 222-3499

The Schedule of Property containing a description of each location and the specific limit that applies to each type of property at each location is attached and a part of the Declarations. The deductible listed is per occurrence.

Policy Period	Premium Due or Credit Balance
From 07/01/2014 To 06/30/2015	$ 9.96

Property Deductible	Equipment Breakdown Deductible	Coinsurance	Type of Coverage
$ 1,000.00		90%	[X] Special Form [ ] Equipment Breakdown

Mortgagee/Loss Payee

FORMS APPLICABLE TO THIS POLICY: IL 00 17 11 98, FT PC 07 01 14, FT CP 07 01 14, FT SF 07 01 14, FT OL 07 01 12, FT EE 07 01 14, CP 01 14 10 99, IL 02 34 09 07 IL 01 65 09 07, IL 00 03 09 07, IL 09 13/H0 306, FT ALL 08 01 14 * Terrorism Risk Insurance Act (TRIA) Forms FT TE 07 01 12 FT CT 07 01 14

LIMITS OF LIABILITY - $225 million

Equipment Breakdown Coverage Endorsement: Form FT EB 07 01 13

Building Property (BP) - Refer to Schedule Of Property for limit per location
Business Personal Property (PP) - Refer to Schedule Of Property for limit per location
Outdoor Property (OP) - Refer to Schedule Of Property for limit per location
Trailer Property (TP) - Refer to Schedule Of Property for limit per location

Special Limits - See Policy:

Debris Removal Expense	$ 10,000	Form FT CP 07 01 14 - Pages 2 and 3 of 12
Electronic Data	$ 2,500	Form FT CP 07 01 14 - Page 4 of 12
Pollutant Cleanup and Removal	$ 20,000	Form FT CP 07 01 14 - Page 4 of 12
Personal Property of Others	$ 5,000	Form FT CP 07 01 14 - Page 5 of 12
Personal Property of Students	$ 500	Form FT CP 07 01 14 - Page 5 of 12
Valuable Papers and Records	$ 25,000	Form FT CP 07 01 14 - Page 5 of 12
Sewer Backup	$ 10,000	Form FT SF 07 01 14 - Page 2 of 9
Money	$ 5,000	Form FT CP 07 01 14 - Page 4 of 12
Ordinance or Law - Demolition	$250,000	Form FT OL 07 01 12 - Page 1 of 2
Ordinance or Law - Increased Cost of Construction	$250,000	Form FT OL 07 01 12 - Page 1 of 2
Additional Ordinance or Law - Demolition	$500,000	($250,000 limit included)
Additional Ordinance and Law-Increased Cost of Construction	$500,000	($250,000 limit included)
Extra Expense	$250,000	Form FT EE 07 01 14 - Page 1 thru 4
Additional Extra Expense	$500,000	($250,000 limit included)

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

SIGNATURE | DATE: 7/1/2014

North Dakota Insurance Department
600 E. Boulevard Ave.
Bismarck, ND 58505-0320

Information: 701-328-9600
Fax: 701-328-9610
email: ndfire&tornado@nd.gov

PREMIUM NOTICE

North Dakota Insurance Department
600 E. Boulevard Ave.
Bismarck, ND 58505-0320

Please indicate by checking the box beside the following
[ ] 1) The insurance limit for each property listed on the Schedule of Property has been reviewed and is correct.
[ ] 2) A personal property inventory has been completed for each location.

Policy No.	Policy Period	Premium
1914	07/01/2014 - 06/30/2015	$ 9.96

Signature:	Date:

Burleigh County Water Resource
1811 E Thayer
Bismarck ND 58501

Previous Balance:	$ 0.00
Property Insurance Premium:	$ 9.96
Equipment Breakdown Premium:	$ 0.00
Fire Marshall Inspection Fee:	$ 0.00
Balance Due:	$ 9.96

Your cancelled check is your receipt
RETURN THIS NOTICE WITH YOUR CHECK

INVOICE

City of Bismarck
PO Box 5503
Bismarck, ND 58506
(701) 355-1615

DATE: 03/20/2015
DUE DATE: 04/20/2015
CUSTOMER NO: 2609
INVOICE NO: FINA-2015-00000038
DEPARTMENT: 145 Finance

Billing Inquiries:
Finance Department
(701)355-1615

BURLEIGH COUNTY WATER RESOURCE DISTRICT%M LIVDAHL
1811 E THAYER AVE
BISMARCK, ND 58501-0000

Description		Quantity	Unit Price	Total Price
Rent-City/County Bldg	March Building Rent	1	$95.3300	$95.33

Invoice Total: $95.33
Prepaid Amount: -$0.00

Balance Due: $95.33

tear here

Customer #	BILLING DATE	DUE DATE	INVOICE #	Total Due
2609	03/20/2015	04/20/2015	FINA-2015-00000038	$95.33

Pay this Amount $95.33

BURLEIGH COUNTY WATER RESOURCE DISTRICT%M
LIVDAHL
1811 E THAYER AVE
BISMARCK, ND 58501-0000

Payment to:
City of Bismarck
PO Box 5503
Bismarck, ND 58506-5503

TO ENSURE PROPER POSTING TO YOUR ACCOUNT, DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT.

INVOICE

City of Bismarck
PO Box 5503
Bismarck, ND 58506
(701) 355-1615

DATE: 04/17/2015
DUE DATE: 05/17/2015
CUSTOMER NO: 2609
INVOICE NO: FINA-2015-00000053
DEPARTMENT: 145 Finance

Billing Inquiries:
Finance Department
(701)355-1615

BURLEIGH COUNTY WATER RESOURCE DISTRICT%M LIVDAHL
1811 E THAYER AVE
BISMARCK, ND 58501-0000

Description		Quantity	Unit Price	Total Price
Rent-City/County Bldg	April Building Rent	1	$95.3300	$95.33

Invoice Total:	$95.33
Prepaid Amount:	-$0.00
Balance Due:	**$95.33**

tear here

Customer #	BILLING DATE	DUE DATE	INVOICE #	Total Due
2609	04/17/2015	05/17/2015	FINA-2015-00000053	$95.33

Pay this Amount $95.33

BURLEIGH COUNTY WATER RESOURCE DISTRICT%M LIVDAHL 1811 E THAYER AVE BISMARCK, ND 58501-0000	***Payment to:*** City of Bismarck PO Box 5503 Bismarck, ND 58506-5503

TO ENSURE PROPER POSTING TO YOUR ACCOUNT, DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT.

INVOICE

City of Bismarck
PO Box 5503
Bismarck, ND 58506
(701) 355-1615

DATE: 04/30/2015
DUE DATE: 05/30/2015
CUSTOMER NO: 2609
INVOICE NO: FINA-2015-00000065
DEPARTMENT: 145 Finance

Billing Inquiries:
Finance Department
(701)355-1615

BURLEIGH COUNTY WATER RESOURCE DISTRICT%M LIVDAHL
1811 E THAYER AVE
BISMARCK, ND 58501-0000

Description		Quantity	Unit Price	Total Price
Rent-City/County Bldg	Building Expenses for March	1	$26.6700	$26.67

Invoice Total:	$26.67
Prepaid Amount:	-$0.00
Balance Due:	**$26.67**

tear here

Customer #	BILLING DATE	DUE DATE	INVOICE #	Total Due
2609	04/30/2015	05/30/2015	FINA-2015-00000065	$26.67

Pay this Amount $26.67

BURLEIGH COUNTY WATER RESOURCE DISTRICT%M LIVDAHL 1811 E THAYER AVE BISMARCK, ND 58501-0000	***Payment to:*** City of Bismarck PO Box 5503 Bismarck, ND 58506-5503

TO ENSURE PROPER POSTING TO YOUR ACCOUNT, DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT.

#2015-2875

CITY/COUNTY OFFICE BUILDING

SPREADSHEET FOR THE MONTH OF MARCH

County lease reads 12,000 square feet = 4000.00 per month

Bill @ 4.00 per square foot

DEPARTMENT	%	%	SQUARE FEET	GAS	ELEC.	JANITORIAL SUPPLIES	JASON'S & ANTHONY'S SALARY	JANITORIAL CONTRACT	WATER	Totals	RENT	Adjustment
ND Health	-	-	0	-	-	-	-	-	-	-	-	
County	0.2093	-	12,000	84.14	956.66	N/A	N/A	-	75.69	1,116.49	4,000.00	
Water Mgmt.	0.0050	-	286	2.01	22.85	N/A	N/A	N/A	1.81	26.67	95.33	
MPO	0.0198	0.0252	1136	7.96	90.50	23.09	114.57	105.76	7.16	349.04	378.67	-
HUD	0.0056	0.0071	319	2.25	25.60	6.50	32.28	29.80	2.03	98.46	106.33	-
City Offices	0.7603	0.9677	43,583	305.65	3,475.16	886.55	4,399.66	4,061.44	274.96	13,403.42	-	
TOTAL	1.0000	1.0000	57324	402.01	4,570.77	916.14	4,546.52	4,197.00	361.65	14,994.09		
Total w/o County			45,038									

	EL 0000	Debit	Credit		
MPO	100 170 125 4430 100	145.54		20% of Total	No Journal Entry for the 20% will be entered into NW
	100 170 135 4430 100	582.17		80% of Total	
	100 102 002 3700 100	(727.71)			
	CDBG14/ADMN				
HUD	315 315 130 4430 100	204.79		Rent	
	100 102 002 3700 100	(204.79)			

Note: PJ needs 6 copies to distribute.

INVOICE

City of Bismarck
PO Box 5503
Bismarck, ND 58506
(701) 355-1615

DATE: 04/13/2015
DUE DATE: 05/13/2015
CUSTOMER NO: 2609
INVOICE NO: FINA-2015-00000049
DEPARTMENT: 145 Finance

Billing Inquiries:
Finance Department
(701)355-1615

BURLEIGH COUNTY WATER RESOURCE DISTRICT%M LIVDAHL
1811 E THAYER AVE
BISMARCK, ND 58501-0000

Description		Quantity	Unit Price	Total Price
Fees-Computer Service	IT/GIS Computer Service Fees-March 2015	1	$9.0700	$9.07

Invoice Total: $9.07
Prepaid Amount: -$0.00

Balance Due: $9.07

tear here

Customer #	BILLING DATE	DUE DATE	INVOICE #	Total Due
2609	04/13/2015	05/13/2015	FINA-2015-00000049	$9.07

Pay this Amount $9.07

BURLEIGH COUNTY WATER RESOURCE DISTRICT%M LIVDAHL
1811 E THAYER AVE
BISMARCK, ND 58501-0000

Payment to:
City of Bismarck
PO Box 5503
Bismarck, ND 58506-5503

TO ENSURE PROPER POSTING TO YOUR ACCOUNT, DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT.

Staff Member	Decmial Hours	Fee
Ben		0.00
Brandon		0.00
Craig	0.25	9.07
Darrel		0.00
Georgia		0.00
Gordon		0.00
Jami		0.00
Jared		0.00
Mark		0.00
Mike***		0.00
Rachele		0.00
Ryan		0.00
Tandra		0.00
Wayne		0.00
Zach		0.00
	0.25	9.07

Activities Per Company - Custom

Date range 03/01/2015 - 03/31/2015
Generated on 04/09/2015 16:03

IT-GIS Staff Member:Craig Kroll

Department: None

#	Date	From	To	User ID	Category	Title	Description	Total
8433	03/10/2015	08:00	08:15	Water District - Burwater	Hardware/Device/Other/Tech Support	Tom Baker Room Setup	went down and got equipment ready for Burleigh County Water District's meeting	00:15
Summary For None					(1 issues)			00:15
Summary For Craig Kroll					(1 issues)			00:15
Grand Total					(1 issues)			00:15

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

Invoice submitted to:

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

May 01, 2015

Invoice #18052

Professional Services

		Hrs/Rate	Amount
3/31/2015	937: Review Hogue Island files and documentation, Board's brochure and conditions thereof; review the State Water Commission and Burleigh County Commission agreement as to Hogue Island sale; review State Water Commission/Governor of ND correspondence, Southwest Water Commission correspondence and cost share policies, both pre and post 2012 polices; telephone calls to, from Chairman Fleck, Mike Gunsch, Mona with regard to the same	2.50 231.00/hr	577.50
4/1/2015	940: Receipt and review of Burnt Creek floodway excavation and direction of spoil material contracts associated therewith; telephone call, email to and from Mike Gunsch with regard to legality of proper disposal of Burnt Creek spoil material; telephone call from Mike Gunsch with regard to the same	1.00 231.00/hr	231.00
4/7/2015	937: Follow up telephone calls to, from Bruce Englehardt at State Water Commission with regard to status of Hogue Island conditions for sale	0.40 231.00/hr	92.40
4/8/2015	312: Prepare for monthly Board meeting, attend Board meeting		1,000.00
4/9/2015	937: Follow up telephone call to Mike Gunsch with regard to Hogue Island properties, State Water Commission position with regard to 75/25 resale of Hogue Island property and structures	0.40 231.00/hr	92.40
4/13/2015	940: Review status of Burnt Creek floodway contract matters; email correspondence to, from Mike Gunsch with regard to Burnt Creek disposal matters; follow up telephone call to Mike Gunsch with regard to the same; follow up email to Board with regard to the same	0.50 231.00/hr	115.50

		Hrs/Rate	Amount
4/27/2015	940: Review Burnt Creek floodway items prior to special meeting; attend special meeting via conference call	1.00 231.00/hr	231.00
4/28/2015	940: Review Burnt Creek floodway cleanup matters and related documents for project; attend conference with Dennis Reep, Kathleen Jones, Mike Gunsch and Scott Wegner with regard to Burnt Creek floodway assessment district	1.40 231.00/hr	323.40
	For professional services rendered		$2,663.20
	Additional Charges :		
4/29/2015	Postage		0.48
	Total additional charges		$0.48
	Total amount of this bill		$2,663.68
	Previous balance		$2,201.20
	Accounts receivable transactions		
4/8/2015	Payment - Thank You No. 1232		($2,201.20)
	Total payments and adjustments		($2,201.20)
	Balance due		$2,663.68

Voices for Lake Oahe

Established February 22, 2003

We strive to provide leadership in developing recreational, economic, agricultural and environmental opportunities for **Lake Oahe**

PO Box 482 – Linton, ND 58552-0482

OUR GOALS

To provide a unified voice for Lake Oahe.

To promote and develop Lake Oahe.

To provide recommendations for developing access to Lake Oahe.

To inform and educate others about the economic and environmental impact of maintaining adequate water levels on Lake Oahe,

To influence the U.S. Army Corps of Engineers in updating the Master Plan for Lake Oahe.

MEMBERSHIP APPLICATION

☐ **Lifetime = $250.00**

☐ **Annual = ~~$25.00~~** 100.00

If you would like to receive the minutes from the monthly board of directors meetings please provide your E-Mail address below.

Name: _____ **Date:** _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **E-mail:** _____

Thank you.

STATE AUDITOR
ROBERT R. PETERSON
PHONE
(701) 328-2241
FAX
(701) 328-1406

LOCAL GOVERNMENT DIVISION:
FARGO OFFICE
MANAGER - DAVID MIX
(701) 239-7252
FAX (701) 239-7251

STATE OF NORTH DAKOTA
OFFICE OF THE STATE AUDITOR
600 E. BOULEVARD AVENUE - DEPT. 117
BISMARCK, ND 58505

April 8, 2015

Mona Livdahl, Secretary
Burleigh Co. Water Resource District
1811 E. Thayer Ave.
Bismarck, ND 58501

Dear Mona:

Enclosed is the billing invoice. Please return the top portion of the billing statement along with your payment; payable to the State Auditor's Office (address is highlighted on billing statement) in order that your account will be credited.

If you need hard copies of the report, please do not hesitate to call me at (701) 239-7252.

Sincerely,

David R. Mix

David Mix
Audit Manager

DM/bk

Enclosure

INVOICE

Please Remit To:

Office of the State Auditor
600 East Boulevard - Dept. 117
Bismarck ND 58505-0400
United States

Bill To:

Burleigh County Water Resource District
Secretary
1811 E. Thayer Ave.
Bismarck ND 58505
United States

Page:	1
Invoice No:	SA0000011270
Invoice Date:	04/08/2015
Customer Number:	8010
Payment Terms:	Due Immed
Due Date:	04/08/2015 - 5/8

AMOUNT DUE: 6,000.00 USD

Amount Remitted

CUT HERE ➔
SEND TOP PART

For billing questions, please call 701-328-9500

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
			Audit Fee for the period 1-1-14 to 12-31-14 Burleigh Co. WRD - 8010 - Inv. #11270				
1		POL SUB - BIS	Political Sub Audits-Bismarck	1.00		6,000.00	6,000.00
			SUBTOTAL:				6,000.00
			TOTAL AMOUNT DUE :				6,000.00

STANDARD

Original

STATE AUDITOR
ROBERT R. PETERSON
PHONE
(701) 328-2241
FAX
(701) 328-1406

LOCAL GOVERNMENT DIVISION:
FARGO OFFICE
MANAGER - DAVID MIX
(701) 239-7252
FAX (701) 239-7251

STATE OF NORTH DAKOTA
OFFICE OF THE STATE AUDITOR
600 E. BOULEVARD AVENUE - DEPT. 117
BISMARCK, ND 58505

May 14, 2015

Mona Livdahl, Secretary
Burleigh Co. Water Resource District
1811 E. Thayer Ave.
Bismarck, ND 58501

Dear Mona:

Enclosed is the **REVISED** billing invoice. Please return the top portion of the billing statement along with your payment; payable to the State Auditor's Office (address is highlighted on billing statement) in order that your account will be credited.

If you need hard copies of the report, please do not hesitate to call me at (701) 239-7252.

Sincerely,

David R. Mix

David Mix
Audit Manager

DM/bk

Enclosure

INVOICE

Please Remit To:

Office of the State Auditor
600 East Boulevard - Dept. 117
Bismarck ND 58505-0400
United States

Bill To:

Burleigh County Water Resource District
Secretary
1811 E. Thayer Ave.
Bismarck ND 58501
United States

Page:	1
Invoice No:	SA0000011365
Invoice Date:	05/13/2015
Customer Number:	8010
Payment Terms:	Due Immed
Due Date:	05/13/2015 - 6/13

AMOUNT DUE: 5,250.00 USD

Amount Remitted

CUT HERE → SEND TOP PART

For billing questions, please call 701-328-9500

Original Invoice:	SA0000011270	04/08/2015
Prior Adjustment:	SA0000011364	05/13/2015

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
			Audit Fee for the period 1-1-14 to 12-31-14 Burleigh Co. WRD - 8010 - Inv. #11270				
1		POL SUB - BIS	Political Sub Audits-Bismarck	1.00		5,250.00	5,250.00

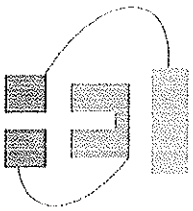
SUBTOTAL: 5,250.00

TOTAL AMOUNT DUE : 5,250.00

STANDARD

Original

INVOICE



HoustonEngineering Inc.

Remit to:
1401 21st Ave N, Fargo, ND 58102
Phone: 701.237.5065
Fed Tax ID: 45-0314567
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

May 21, 2015
Invoice No: 0025035
Due Date: June 20, 2015

Project R081032-100 McDowell Dam Recreation Area

BCWRD Account No.: 905

See attached Project Status Report and Invoice Description.

Professional Services from March 23, 2015 to May 10, 2015

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager	2.25	176.00	396.00	
Project Manager	1.50	160.00	240.00	
Project Engineer	1.50	146.00	219.00	
Design Engineer	.50	116.00	58.00	
Graduate Engineer	6.75	105.00	708.75	
Totals	12.50		1,621.75	
Total Labor				**1,621.75**
		Total this Invoice		**$1,621.75**

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

Project Status and Invoice Description

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

Billing Period: *March 23, 2015 through May 10, 2015*

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:

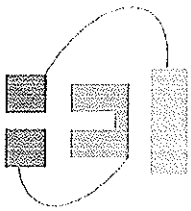
- Water Permit Status Check (SWC)
- Coordination with gate contractor (Veit)
- Coordination for Property Appraisal (Bachmeier)
- WRD Meeting & Project Discussion

Comments:

- Notice to proceed issued for gate structure repairs – Spring of 2015

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

May 21, 2015
Invoice No: 0025036
Due Date: June 20, 2015

Project R084241-000 Burleigh Co. WRD - General

BCWRD Project No.: 315 - Engineering Administration

See attached Project Status Report and Invoice Description.

Professional Services from March 23, 2015 to May 10, 2015

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**

HoustonEngineering Inc.

Project Status and Invoice Description

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

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

Billing Period: *March 23, 2015 through May 10, 2015*

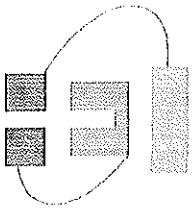
Professional engineering and surveying services related to activities and issues addressed at the request and direction of the BCWRD during this billing period, including time associated with, but not limited to the following:

- April Board Meeting
- Meeting preparation and discussion
- Review of minutes and agenda updates
- Special Meeting/Conference Call (Excludes Project Related Time)

Comments:

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

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

May 21, 2015
Invoice No: 0025037
Due Date: June 20, 2015

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

BCWRD Account No. 940 - Shared Projects
Work Order No. 20 (phase 004)

See Attached Project Status Report and Invoice Description.

Professional Services from March 23, 2015 to May 10, 2015

Phase 200 Construction and Contract Administration

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager	6.75	176.00	1,188.00	
Project Manager	.75	160.00	120.00	
Project Engineer	56.50	146.00	8,249.00	
Graduate Engineer	6.50	105.00	682.50	
Totals	70.50		10,239.50	
Total Labor				10,239.50

Reimbursable Expenses

Filing Fees			54.00	
Total Reimbursables			**54.00**	**54.00**
		Total this Phase		**$10,293.50**

Phase 300 Feild Engineering Services

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager	4.50	176.00	792.00	
Project Manager	1.00	160.00	160.00	
Project Engineer	7.00	146.00	1,022.00	
Design Engineer	1.50	116.00	174.00	
Graduate Engineer	2.50	105.00	262.50	
Totals	16.50		2,410.50	
Total Labor				2,410.50

Reimbursable Expenses

Mileage			28.75	
Total Reimbursables			**28.75**	**28.75**
		Total this Phase		**$2,439.25**

Phase 400 Construction Surveying

Project	R084241-300	Burnt Crk Floodway Rehabilitation & O&M	Invoice	0025037

Professional Personnel

	Hours	Rate	Amount	
Graduate Technician	.50	82.00	41.00	
Two Person Crew	4.00	154.00	616.00	
Totals	4.50		657.00	
Total Labor				657.00

Unit Billing

(BSK) GPS Equipment Unit Hours	3.0 Hours @ 25.00	75.00	
(BSK) Hubs		5.00	
(BSK) Lath		9.00	
(BSK) Mileage - Survey/Inspection	20.0 Miles @ 0.775	15.50	
Total Units		**104.50**	104.50
	Total this Phase		$761.50

Phase 600 Evaluation of Downstream Obstructions - Burnt Creek

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager	4.50	176.00	792.00	
Project Engineer	9.25	146.00	1,350.50	
Totals	13.75		2,142.50	
Total Labor				2,142.50
		Total this Phase		$2,142.50

Phase 700 Financial Review and Bonding

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager	3.75	176.00	660.00	
Project Manager	11.50	160.00	1,840.00	
Totals	15.25		2,500.00	
Total Labor				2,500.00
		Total this Phase		$2,500.00
		Total this Invoice		$18,136.75

HoustonEngineering Inc.

Project Status and Invoice Description

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

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

Invoice Period: *March 23, 2015 through May 10, 2015*

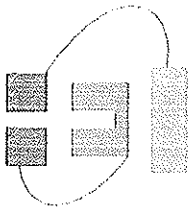
The following professional engineering and surveying services were provided on the Burnt Creek Flood Control Project. The services were provided for advancement of both the Floodway Rehabilitation and the Flood Damage Repair efforts.

- Various Project Communication and Coordination
- Contractor Coordination
- Downstream Landowner's Letter – Obstruction/Impact Potential
- Easement document provided to landowners
  - Karen Hogue – Signed
- Landowner contacts started for construction impacts
  - Impact area south of levee
- Preconstruction meeting scheduled held April 6th
- Additional Cost Share Request Submitted
- Started Construction Observation
- Downstream impacts evaluated – separate invoice phase

Comments/Issues/Problems

- Project awarded to Bohlman Trenching, Inc. March 10, 2015.
- The issue associated with the high cost of levee fill material research and an alternative borrow area identified. Change Order issued.
- Scope of services does not include evaluating obstructions downstream along the Old Burnt Creek Channel, or items related to assessment district, financial review, financing and bonding activities. These tasks completed as directed by the Burleigh County Water Resource Board, and compensated for on a time and materials basis.
- Change Order issued awarding three alternates

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

May 21, 2015
Invoice No: 0025038
Due Date: June 20, 2015

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 March 23, 2015 to May 10, 2015

Phase 006 Special Assessment Project Evaluation Memorandum

Professional Personnel

	Hours	Rate	Amount	
Project Manager	1.50	160.00	240.00	
Totals	1.50		240.00	
Total Labor				240.00
		Total this Phase		**$240.00**
		Total this Invoice		**$240.00**

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: *March 23, 2015 through May 10, 2015*

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:

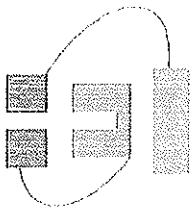
- Review prior OPC in light of new funding legislation.
- Discuss issue with manager

Comments and Issues

- Recent state legislation and SWC budget appears to provide earmark funding for a significant part of the project, including the Lincoln TWP roadway share.

See accompanying invoice for personnel cost breakdown.

INVOICE



HoustonEngineering Inc.

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Fed Tax ID: 45-0314557
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Ms. Mona Livdahl
Administrative Secretary
Burleigh County Water Resource District
1811 Thayer Avenue East
Bismarck, ND 58501

May 21, 2015
Invoice No: 0025039
Due Date: June 20, 2015

Project R126025-012 Missouri River Correctional Facility FHMP

BCWRD Account No.: 937F-1
Work Order No. 18

See attached Project Status Report and Invoice Description.

Professional Services from February 23, 2015 to May 10, 2015

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager	8.25	176.00	1,452.00	
Project Manager	33.00	160.00	5,280.00	
Project Engineer	1.75	146.00	255.50	
Design Engineer	3.25	116.00	377.00	
Graduate Engineer	7.50	105.00	787.50	
Totals	53.75		8,152.00	
Total Labor				**8,152.00**
		Total this Invoice		**$8,152.00**

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

Project Status and Invoice Description

HEI Project No.:	**R126025-012**
BCWRD Account No.	**937F-1 Design and Special Assessment Project**
Project Name:	**Missouri River Correctional Center**

Billing Period: *February 23, 2015 through May 10, 2015*

Professional engineering services related to activities associated with development of the Missouri River Correctional Center Flood Control Levee including, but not limited to, the following:

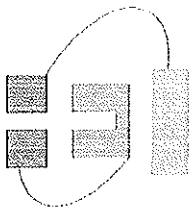
- Communications regarding funding legislation
- Schedule & Prepare for Public Hearing
- Distribution and Publication of Notice
- Update assessment district and distribution for Board approval
- Prepare draft power point presentation
- Respond to landowner inquiries
- Review Cost Revisions to the Opinion of Probable Cost 2015
- Communications with MRCC and NDPR representatives on facilities and park

Comments and Issues

- SWC cost share request submitted - conditional approval provided
- Public Hearing scheduled for May 19th
- Ballots due by June 19th
- Legislature provided earmark funding – impact to final assessments remain to be determined

See accompanying invoice for personnel cost breakdown.

INVOICE



HoustonEngineering Inc.

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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

May 21, 2015
Invoice No: 0025040
Due Date: June 20, 2015

Project R126025-013 Ward and Ash Coulee SWMP

Work Order No. 21

See attached Project Status Report and Invoice Description

Professional Services from March 23, 2015 to May 10, 2015

Phase 007 Ash Coulee SWMP

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager	8.25	176.00	1,452.00	
Totals	8.25		1,452.00	
Total Labor				1,452.00
			Total this Phase	**$1,452.00**
			Total this Invoice	**$1,452.00**

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

Project Status and Invoice Description

HEI Project No.:	**6025-013**
BCWRD Account No.	**970**
Project Name:	**Ward and Ash Coulee SWMP**

Billing Period: *March 23, 2014 through May 10, 2015*

Professional engineering and surveying services related to the evaluation of the City of Bismarck's approach for the Ward and Ash Coulee SWMP:

Tasks Completed:

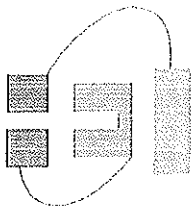
- Review and provided comments on AE_2S project memorandum related to the evaluation of culverts along the old Burnt Creek Channel and Missouri River confluence.
- Prepare for meeting to discuss a drain project along the Old Burnt Creek Channel
- Attend meeting and presentation by AE_2S regarding development impacts
- Discussion regarding legal drain option along the Old Burnt Creek Channel
    - Meeting scheduled for additional review of this matter

Comments and Issues:

- A public informational meeting on this project is scheduled for late May.
- The low flows in the Old Channel have raised concerns regarding future Urban Development with the City of Bismarck. The draft AE_2S Report has not been completed or provided.

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

May 21, 2015
Invoice No: 0025041
Due Date: June 20, 2015

Project R136025-016 Hogue Island Acquisition Site Restoration

BCWRD Account No.: 937

See attached Project Status Report and Invoice Description.

Professional Services from March 23, 2015 to May 10, 2015

Phase 001 Acquisition Program - Ad/Sale

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager	4.00	176.00	704.00	
Project Manager	.50	160.00	80.00	
Totals	4.50		784.00	
Total Labor				**784.00**
		Total this Phase		**$784.00**
		Total this Invoice		**$784.00**

HoustonEngineering Inc.

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

Project Status and Invoice Description

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

Billing Period: *March 23, 2015 through May 10, 2015*

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:

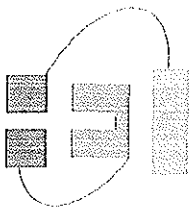
- Review of Cost Share Documentation
- Meeting with SWC representatives to discuss property options
- Status of property sale has been placed on hold

Comments and Issues:

- SWC interpretation that the Cost Share Agreement requires the SWC to be reimbursed if property were sold.
- Options for other public entity use of the properties is under consideration

See accompanying invoice for personnel cost breakdown.

INVOICE



HoustonEngineering Inc.

Remit to:
1401 21st Ave N, Fargo, ND 58102
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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

May 21, 2015
Invoice No: 0025044
Due Date: June 20, 2015

Project R146025-023 Burleigh County WRD Drain Permit Applications

BCWRD Account No.: 941

See attached Project Status Report and Invoice Description.

Professional Services from March 23, 2015 to May 10, 2015

Phase 001 Application 4566 Bismarck Airport

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager	1.00	176.00	176.00	
Project Manager	.50	152.00	76.00	
Project Manager	.50	160.00	80.00	
Design Engineer	4.00	116.00	464.00	
Totals	6.00		796.00	
Total Labor				796.00
		Total this Phase		$796.00
		Total this Invoice		$796.00

HoustonEngineering Inc.

Project Status and Invoice Description

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

HEI Project No.: **6025-023 : Drain Permit Applications**
BCWRD Account No. **941**

Billing Period: *March 23, 2015 through May 10, 2015*

Professional engineering and surveying services related to responding to Drain Permit Applications during the noted period, including time associated with, but not limited to the following:

Application #4566 Bismarck Airport (001)

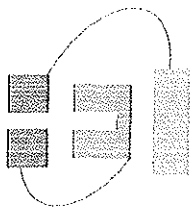
- Research SWMM Model versions
- Provide SWMM Model to KLJ in Accordance with Request
- Continued responses to questions from KLJ
- Discussions regarding Phase II project and review requirements.

Comments:

- Drainage Permit was approved and copies provided to applicant and SWC
- Anticipate additional requests for data as the airport continues the Phase II development and the impacts to the Apple Creek Industrial Park Levee.
- Phase II drainage permit has been submitted to the State Engineer, but has not been transmitted to the BCWRD for action.

See accompanying invoice and cost summary for personnel cost breakdown.

INVOICE



HoustonEngineering Inc.

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

May 21, 2015
Invoice No: 0025042
Due Date: June 20, 2015

Project R146025-019 Burleigh County WRD SWMP's

BCWRD Account No.: 910

See attached Project Status Report and Invoice Description.

Professional Services from February 23, 2015 to May 10, 2015

Phase 001 BCWRD SWMP's General

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager	.25	176.00	44.00	
Project Manager	.50	160.00	80.00	
Totals	.75		124.00	
Total Labor				**124.00**
		Total this Phase		**$124.00**
		Total this Invoice		**$124.00**

HoustonEngineering Inc.

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

Project Status and Invoice Description

HEI Project No.:	**6025-019: Storm Water Master Plans**
BCWRD Account No.	**910 Shared Projects**
Project Name:	**Storm Water Master Plans**

Billing Period: *February 23, 2015 through May 10, 2015*

Professional engineering and surveying services related to the evaluation of Storm Water Master Plans.

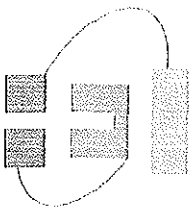
- Miscellaneous Complaints and Landowner inquires

Comments:

- No formal actions occurred as a result of these contacts

See accompanying invoice for personnel cost breakdown.

INVOICE



HoustonEngineering Inc.

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1401 21st Ave N, Fargo, ND 58102
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Fed Tax ID: 45-0314557
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Ms. Mona Livdahl
Administrative Secretary
Burleigh County Water Resource District
1811 Thayer Avenue East
Bismarck, ND 58501

May 21, 2015
Invoice No: 0025043
Due Date: June 20, 2015

Project R146025-021 Missouri River Bank Stabilization Issues

BCWRD Account No.: 937I-1

See attached Project Status Report and Invoice Description.

Professional Services from February 23, 2015 to May 10, 2015

Phase 003 Magnus SOV

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager	1.00	176.00	176.00	
Totals	1.00		176.00	
Total Labor				176.00
			Total this Phase	$176.00

Phase 004 COE Section 32 Easement Documentation

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager	3.50	176.00	616.00	
Project Manager	.50	160.00	80.00	
Totals	4.00		696.00	
Total Labor				696.00
			Total this Phase	$696.00

Phase 005 Fox Island Boat Ramp - BPRD

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager	5.50	176.00	968.00	
Totals	5.50		968.00	
Total Labor				968.00
			Total this Phase	$968.00
			Total this Invoice	$1,840.00

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

Project Status and Invoice Description

HEI Project No.:	**6025-021 : Missouri River Bank Stabilization**
BCWRD Account No.	**9371-1**
Project Name:	**Missouri River Bank Stabilization**

Billing Period: *February 23, 2015 through May 10, 2015*

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

Tasks Completed:

- Discussion of Magnus SOV with Ray Ziegler
- Coordination regarding Hogue Island Easement Documentation
- Coordination for Fox Island Boat Ramp Stabilization Easement

Comments and Issues:

- Desire is to have the Missouri River Stabilization Easements shown on maps that can be used to preserve the intended ROW access to the Section 32 structures. Additional work on this is required if the easement provisions are to be enforced.
- The Magnus Easement documentation provided to County Planning so it can be include on any future site plans for residences along the Hogue Island reach. Final mapping remains to be completed.
- Fox Island Boat Ramp Easement remains to be completed per direction by Burleigh County Commission.

See accompanying invoice for personnel cost breakdown.

COE Section 32 Easements	$ 696.00
Magnus SOV	$ 176.00
Fox Island Boat Ramp – BPRD	$ 968.00
Total	**$ 1,840.00**

Personalized Management Services, Inc.

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

Invoice

Date	Invoice #
5/13/2015	5566

Bill To
BCWRD

Description	Amount
April - Meeting/Minutes	1,000.00
Typing - Fraud interview, hogue island, aero insurance, Burnt Creek meeting, MRCC mail outs, SWC meting	738.00
Bookkeeping - April	120.00
Photocopies	35.30
Printing - Color	13.44
Supplies	10.90
Postage	4.05
Postage - MRCC	108.29
Printing - MRCC	92.40
Printing - MRCC	172.48
Telephone - conference call	3.76
Total	$2,298.62