



BURLEIGH COUNTY WATER RESOURCE DISTRICT AGENDA
Wednesday, December 16 at 8:00 am
Tom Baker Room, 221 N. 5th Street Bismarck
(See end of agenda for meeting attendance guidelines)

8:00 a.m. - Call to Order

1. Roll Call (Larson, Reep, Detwiller, Beck, Landenberger)
2. **Approval of 11/18/20 Minutes**3-5
3. McDowell Dam (Outdoor Heritage Grant Approved – See email)
4. Comments from Members of the Public: (For Items Not on the agenda)
5. Financial Reports (Detwiller)
 - **Balance Sheet**6
 - **P&L 12/16/2020 YTD**7
 - American Bank Center – Pledged Securities8-9
6. **Approval of Bills: \$61,398.92**..... 10
7. **Approval of Fox Island Bills: \$7,905.36** 10
8. Drainage Permits/Complaints/Issues: *Open (Beck)*
9. Drainage Permits/Complaints/Issues: *Closed (Beck)*
10. Projects:
 - Sibley Island (Beck)
 - Braun – Sibley Contract 11-19
 - Army Corps of Engineers – Proposed Preliminary Geotechnical Evaluation..... 20-24
 - **Temporary Construction License – two copies requiring signature**..... 25-33
 - **Certificate of Authority – document to be executed with proposed license**..... 34
 - USACE Meeting – Real Estate Permit Granted – drilling completed report pending
 - Hydrology/Hydraulics Report – Drafted
 - Preliminary Engineering Report – Ongoing
 - Alternate Reviews and Cost Considerations (Pending)
 - Funding Limitations – Township/County Participation/SWC Resources Trust Fund
 - Apple Creek Floodplain Mapping – (Pending FEMA publication – January/February 2021))
 - Public Comments
 - Fox Island (Landenberger)
 - O&M Manual (Draft Completed to be provided to Manager Landenberger for review)
 - 2020 Bond Resolution (signed) 35-43
 - 2020 Warrant Resolution (signed) 44-50
 - BCWRD OS (final draft) 51-117
 - Bond Closing Memo 118-119
 - Signed Bond Documents 120-147
 - Issuer’s Counsel opinion 148-150
 - **Establish Final Interest Rate and notify County Auditor (NDCC 61-16.1-28)**
 - Missouri Riverbank Stabilization (Detwiller)
 - GIS Web Mapping Completed – In testing stage (USACE’s data provided - limited)
 - Document Request (SWC - Ongoing)
 - USACE/SWC Site Evaluations – Subject to available funding in 2021
11. Break

12. Other Old Business
 - Burleigh County Assessment District Projects – Highway Dept O&M Agreements (pending)
 - Policy Manual
 - Board Governance (Detwiller/Beck) Drafted for January Review
13. New Business:
 - **Address change – new PO Box specific to BCWRD or use FPS existing**
 - **Establish new phone number**
 - **File cabinets belonging to BCWRD – Qty 3 - 4 drawer cabinets**
14. Correspondence or Document Information
 - Plats & SWMP's – Not included due to size...Available on request.
15. Detailed Bills..... 151-219
16. Next Meeting: January 13, 2021
17. Adjourn

Note: Bold Items Require Board Action

City of Bismarck

Tom Baker Room Public Meeting Guidelines

Assumptions

- Guidance as of 5/18/20 from CDC, State of ND, and City of Bismarck. Proposed guidelines for May 18, 2020 may need to be reviewed and updated accordingly if CDC/NDDOH/Bismarck guidance is modified. All managers and attendees are required to wear masks or a face covering.
- Guidance created specifically for City of Bismarck hosted meetings but would be applicable to other political subdivisions and Boards utilizing the space.
- Boards with 5 or less members could attend in person and be seated at the head table. Boards with more than 5 members would require virtual participation or would need to be seated in the "media" table or "staff support table" in order to maintain 6' separation.

Guidelines

- Stars are marked at the head table for where each of 5 people can sit. The side tables can accommodate 2 individuals distanced each. Any numbers exceeding this in a Commission must attend virtually.
- Attendees and Staff are encouraged to use alternative methods to attending meeting such as conference calls, video conferencing or providing comments to Board Members prior to the meeting.
- ND Smart Restart signs should be posted in a conspicuous location outside the building and outside meeting room.
- Lines and waiting areas (indoor or outdoor) should be marked so physical distancing standards are met.
- Standing in the entry area should be minimized by encouraging attendees to quickly access their seats.
- Overflow seating should be provided on first floor conference room if capacity of the Tom Baker Room is fully used.
- Hand sanitizer should be offered to attendees as they arrive in the building and into the meeting room.
- Chairs for attendees should be spaced to allow 6 feet of separation for all attendees. Attendees should be instructed not to move chairs. Gallery occupancy is 34 seated individuals in chairs.
- Attendees should be encouraged to wear cloth masks where social distancing cannot be easily maintained.
- High frequency touched surfaced such as railings, door handles, and tables should be cleaned and disinfected before and after each meeting.
- Podium used by Attendees
 - Provide hand sanitizer at the podium.
 - Attendee should say and spell their name in lieu of signing in.
 - Clean and disinfect the podium before and after each meeting.

BCWRD Meeting Minutes
November 18, 2020 – Tom Baker Room, City County Office Building
Draft – not approved yet

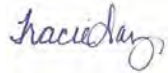
Agenda Items	Discussion	Board Action	Responsible Party	Due Date
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Present: Chairman Greg Larson, Rick Detwiller, James Landenberger, Rod Beck, Dennis Reep; Michael Gunsch, Houston Engineering, Inc.; Dave Bliss, Bliss Law Firm, LLC, and Tracie Day, xtra-Office, Inc (FKA Personalized Management Services) Others Present: Mike Manstrom, Colliers Securities, LLC and Wendy Egli, Fronteer Payroll Services Chairman Larson called the meeting to order at 8:00 am. Roll call was taken noting all members present and a quorum was declared.				
	Discussion	Action Taken	Responsible Party(s)	Due Date
Approval of 10/14/2020 Minutes:		Mgr. Reep motion to approve as presented; Mgr. Landenberger second. Carried by unanimous voice vote.		
McDowell Dam: Facilities	Mgr. Landenberger reviewed the report on the NRCS annual inspection findings.			
Comments from Members of the Public on non-agenda related issues:		None noted.		
Financial Reports:	Mgr. Detwiller reviewed the balance sheet.	Mgr. Detwiller moved to accept the balance sheet; Mgr. Landenberger second. No discussion. Motion Carried by unanimous roll call vote.		
	Mgr. Detwiller reviewed the profit & loss report	Mgr. Detwiller moved to accept the P&L; Mgr. Landenberger second. No discussion. Motion Carried by unanimous roll call vote.		
Bills:	General bills were presented with a total of \$13,368.32.	Mgr. Detwiller made motion to approve all bills; Mgr. Reep. second. Motion carried by unanimous roll call vote.		
Fox Island Bills:	Fox Island bills were presented in the amount of \$9,596.50	Mgr. Landenberger reviewed the bills; made motion to approve; Mgr. Beck second. Motion carried with roll call vote results of 4 Aye/Chm. Larson abstained from vote.		
Drainage Complaints (open): None noted				
Drainage Complaints (closed): None noted				
Projects:				
Sibley Island	Mgr. Beck reported no significant updates since last month. Meeting with park board & Corp of Engineers tomorrow. Mapping still underway.			
Fox Island Project:	Mgr. Reep took over meeting. Mgr. Landenberger reported that the O&M document is all but complete and directed boards' attention to the assessment district mailing (copies			

Agenda Items	Discussion	Board Action	Responsible Party	Due Date
	provided in packet) that took place last month. Engr. Gunsch introduced the various bond documents and called on Mike Manstrom (Colliers) for overview.			
	Mr. Manstrom provided overview of bond issuance, expected closing on 12/15/2020, current interest rate environment, etc. He then gave overview of the two resolutions requiring board action and signature,			
	Resolution Authorizing Issuance of Improvement Warrant – must be filed according to ND Century Code to proceed with bond issuance.	Mgr. Landenberger motion to approve signing of Improvement Warrant; second by Mgr. Beck. Motion carried with roll call vote results of 4 Aye/Chm. Larson abstained from vote.		
	Resolution Authorizing Issuance of \$1,415,000 Series 2020 Bond	Mgr. Landenberger motion to approve resolution signing; second Mgr. Detwiller. Motion carried with roll call vote results of 4 Aye/Chm. Larson abstained from vote.		
Call for Public Comment	Mgr. Reep called for further comments from the board or public regarding Fox Island with none being heard. Meeting turned back to Chairman Larson.			
Missouri Riverbank Stabilization	Engr. Gunsch provided copy of 2019 reports. Working with the Corp to obtain needed data sets for GIS mapping.			
Other Old Business:				
Burnt Creek Channel Vegetation Control	Mgr. Reep updated that highway department attempted mowing per previous arrangement. No success as area has not frozen up to gain access to area – will attempt again.			
Quiet title action	Chairman Larson mentioned receipt of letter from Martin Law identifying pending title action on parcels adjacent to district owned property. Atty Bliss will be reviewing and will bring back report of any potential impacts or action required.		Atty Bliss	12/16/2020
Policy Manual	In progress			
New Business:				
Board Policies	Mgr. Detwiller summarized meeting between himself, Cmr. Jones, and Engr. Gunsch in which project and reserve accounts were reviewed. Many items need to be updated including board governance, land use procedures, Missouri River bank stabilization & SWMP's, tile drainage, Board authorities & processes.			
	Engr. Gunsch added that a general outline for monthly board calendar that would be included in front of board policy binder. Mentioned that a committee of 2-3 should spend the next several weeks reviewing and bring back recommendations.			
	Chm. Larson called for volunteers and appointed Mgr. Beck, Mgr. Detwiller and Engr. Gunsch to said committee.			

Agenda Items	Discussion	Board Action	Responsible Party	Due Date
ND Water Users' Convention	Chm. Larson suggested that with the virtual format of the convention this year spread out over several days, managers should limit billing to typical 3 day per diem.			
	Registration will be done for board by Chm. Larson and cost will be included for reimbursement on 4 th quarter expense report.		Chm. Larson	12/1/2020
Next Meeting:	The next meeting currently scheduled for Dec. 9 th conflicts with ND water user's convention to be attended by managers. Rescheduled for 12/16/2020 pending availability of Tom Baker Room. Chairman Larson will confirm and email all.			12/16/2020

With no further business the meeting adjourned at 8:32 a.m.



Tracie Day, BCWRD Admin. Secretary

Burleigh County Water Resource District (BCWRD)

12/11/20

Balance Sheet

Accrual Basis

As of December 16, 2020

	Dec 16, 20
ASSETS	
Current Assets	
Checking/Savings	
American Bank Center Checking	360,938.81
Designated Reserve Funds	
Aero Club Rent	13.00
Apple Valley	19,000.00
Apple Valley Spec. Assessment	12,626.81
Brookfield Estates	2,377.34
Burnt Creek	115,000.00
Emergency Fund	95,037.13
McDowell Dam (Buffer Zone)	80,000.00
McDowell Dam Fresh Water Intake	10,000.00
McDowell Rent	10,609.00
Missouri River Bank Stabilizati	24,906.33
Designated Reserve Funds - Other	244.23
Total Designated Reserve Funds	369,813.84
Total Checking/Savings	730,752.65
Other Current Assets	24,207.51
Total Current Assets	754,960.16
Fixed Assets	3,517,772.72
TOTAL ASSETS	4,272,732.88
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	27,472.42
Total Current Liabilities	27,472.42
Long Term Liabilities	
23200 · Rehab Apple Valley Waste Water	160,000.00
237 · Burnt Creek Floodway	291,100.00
23800 · Missouri River Correctional Cen	330,812.50
Total Long Term Liabilities	781,912.50
Total Liabilities	809,384.92
Equity	
32000 · Retained Earnings	3,369,899.53
Net Income	93,448.43
Total Equity	3,463,347.96
TOTAL LIABILITIES & EQUITY	4,272,732.88

Burleigh County Water Resource District (BCWRD)
Profit & Loss

January 1 through December 16, 2020

					TOTAL	- General	Apple Valley	Brookfield Est.	Burnt Creek Floodway	Burnt Creek Watershed	Country Ridge/Creek	Fox Island	Hay Creek Pines	McDowell Dam	Missouri River Gen.	MRCC	Sibley Island	TOTAL
				Income														
				31110 · Real Estate Tax	874,340.70	872,040.68	0.00	0.00	2,300.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	874,340.70
				31810 · In Lieu of Tax	12,410.58	12,410.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,410.58
				36110 · Interest	37.01	37.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37.01
				36210 · McDowell Dam Recreation Income	38,045.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38,045.03	0.00	0.00	0.00	38,045.03
				36215 · McDowell Dam Land Lease	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00	0.00	0.00	500.00
				43610 · State Aid Distribution	36,007.50	36,007.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36,007.50
				43810 · Reimbursements	37,968.19	0.00	592.02	41.83	1,676.23	0.00	0.00	0.00	0.00	0.00	0.00	35,658.11	0.00	37,968.19
				44110 · Operations & Maintenance	49,071.62	0.00	0.00	0.00	21,099.61	0.00	0.00	0.00	0.00	0.00	0.00	27,972.01	0.00	49,071.62
				46910 · Misc Revenue	673.00	673.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	673.00
				Total Income	1,049,053.63	921,168.77	592.02	41.83	25,075.86	0.00	0.00	0.00	0.00	38,545.03	0.00	63,630.12	0.00	1,049,053.63
				Gross Profit	1,049,053.63	921,168.77	592.02	41.83	25,075.86	0.00	0.00	0.00	0.00	38,545.03	0.00	63,630.12	0.00	1,049,053.63
				Expense														
				111 · Payroll Expenses	19,631.24	19,631.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,631.24
				111A · Payroll Taxes														
				Workforce Safety & Insurance	250.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00
				111A · Payroll Taxes - Other	1,655.80	1,655.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,655.80
				Total 111A · Payroll Taxes	1,905.80	1,905.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,905.80
				112 · Management Services	10,058.22	10,058.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,058.22
				113 · Accounting & Contract Services	15,640.00	15,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,640.00
				114 · Audit	7,350.00	7,350.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,350.00
				312 · Legal Fees	20,522.00	14,810.40	0.00	0.00	0.00	0.00	0.00	4,925.60	0.00	707.40	0.00	78.60	0.00	20,522.00
				315 · Engineering Administration	15,652.50	12,132.00	0.00	0.00	0.00	0.00	0.00	0.00	2,016.75	0.00	0.00	1,503.75	0.00	15,652.50
				328 · Liability Insurance	4,216.00	4,216.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,216.00
				335 · Building Rent	1,125.00	1,125.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,125.00
				376 · Dues & Publications	2,288.96	1,788.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00	0.00	2,288.96
				411 · Office Expense	1,509.58	1,509.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,509.58
				50913 · Interest Expense	12,800.00	2,125.00	2,125.00	0.00	4,050.00	0.00	0.00	0.00	0.00	0.00	0.00	4,500.00	0.00	12,800.00
				905 · McDowell Dam-Capital Improvemen	20,177.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,177.60	0.00	0.00	0.00	20,177.60
				910 · Projects														
				Administration	259,158.43	8,525.00	425.00	0.00	450.00	0.00	0.00	13,716.36	0.00	234,947.07	0.00	1,095.00	0.00	259,158.43
				Engineering	429,727.66	39,303.75	0.00	0.00	2,900.50	1,000.00	0.00	319,462.31	0.00	14,816.25	10,163.50	0.00	42,081.35	429,727.66
				Legal Fees	5,240.00	0.00	0.00	0.00	0.00	0.00	0.00	5,109.00	0.00	131.00	0.00	0.00	0.00	5,240.00
				O&M	28,031.51	8,787.97	0.00	666.25	3,592.50	0.00	614.25	167.70	0.00	11,143.34	0.00	3,059.50	0.00	28,031.51
				Total 910 · Projects	722,157.60	56,616.72	425.00	666.25	6,943.00	1,000.00	614.25	338,455.37	0.00	261,037.66	10,163.50	4,154.50	42,081.35	722,157.60
				920 · Continuing Education	200.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00
				933 · Missouri River General Services	5,285.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,331.80	2,953.86	0.00	5,285.66
				937 · Design/Special Assessment														
				Engineering	48,652.35	0.00	0.00	0.00	0.00	0.00	0.00	26,478.90	0.00	0.00	3,691.50	0.00	18,481.95	48,652.35
				937 · Design/Special Assessment - Other	30,143.79	0.00	0.00	0.00	0.00	0.00	0.00	24,319.54	0.00	0.00	2,352.50	0.00	3,471.75	30,143.79
				Total 937 · Design/Special Assessment	78,796.14	0.00	0.00	0.00	0.00	0.00	0.00	50,798.44	0.00	0.00	6,044.00	0.00	21,953.70	78,796.14
				940 · Operations & Maintenances	2,471.75	0.00	0.00	0.00	1,312.25	0.00	0.00	0.00	0.00	0.00	0.00	1,159.50	0.00	2,471.75
				941 · Stream Gages	757.50	757.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	757.50
				960 · Drainage Complaints	7,303.15	7,303.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,303.15
				970 · Storm Water Management Plans														
				970-1 · SWMP Engineering Costs	5,288.50	5,288.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,288.50
				970 · Storm Water Management Plans - Other	468.00	468.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	468.00
				Total 970 · Storm Water Management Plans	5,756.50	5,756.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,756.50
				Total Expense	955,605.20	162,926.07	2,550.00	666.25	12,305.25	1,000.00	614.25	394,179.41	2,016.75	281,922.66	19,039.30	14,350.21	64,035.05	955,605.20
				Net Income	93,448.43	758,242.70	-1,957.98	-624.42	12,770.61	-1,000.00	-614.25	-394,179.41	-2,016.75	-243,377.63	-19,039.30	49,279.91	-64,035.05	93,448.43

bcwrd@midco.net

From: Rhonda Maher <rmaher@weareamerican.com>
Sent: Tuesday, December 08, 2020 12:12 PM
To: 'bcwrd@midco.net'
Subject: RE: Release of securities

Hi Tracie,

Since you are in the middle of bond issuance, we will not have you release any securities at this time.

Thanks for checking!
Rhonda



Rhonda Maher
Finance Support

701-483-3241 |
American Bank Center

WeAreAmerican.bank

From: bcwrd@midco.net [mailto:bcwrd@midco.net]
Sent: Tuesday, December 8, 2020 11:07 AM
To: Rhonda Maher <rmaher@weareamerican.com>
Subject: RE: Release of securities

CAUTION: The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Rhonda,

Before I reach out to the board regarding this matter, I wanted to let you know that we are in the middle of the bond issuance for reimbursements on the Fox Island project. The closing is scheduled for 12/15...is it still necessary to release those securities only to have to add more?

Please advise,

Tracie Day
Executive Secretary
Burleigh County Water Resource District
701-222-3499

From: Rhonda Maher <rmaher@weareamerican.com>

Sent: Thursday, December 3, 2020 3:37 PM

To: 'bcwrd@midco.net' <bcwrd@midco.net>

Subject: Release of securities

Hi Greg,

In reviewing our investment portfolio, we have excess securities pledged to Burleigh County Water Resource District and we need to get this in line by year end.

Will you please release the attached list of securities pledged to Burleigh County Water Resource District? After releasing these securities, we will still have just under \$700,000 in pledged securities to cover future deposits. I will add more securities as needed.

Please return the attached release form to me at your earliest convenience.

Feel free to contact me with any questions or concerns.

Thank you,
Rhonda

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December 2020 Bills

Name	Project	Invoice	Amount
Bliss Law Firm		153	\$1,606.60
Bismarck Parks & Rec		2342	\$29,119.28
Bismarck Parks & Rec		2382	\$17,549.13
Fronteer Payroll Services Inc		1572	\$1,950.00
Braun Intertec	Sibley Island Levee	B236043	\$3,043.00
Houston Engineering		51603	\$1,416.00
Houston Engineering	Burnt Creak	51605	\$256.25
Houston Engineering		51606	\$780.00
Houston Engineering	Sibley Island Levee	51607	\$3,471.75
xtra Office, Inc		6493	\$2,206.91
	Subtotal - regular bills		\$61,398.92
Fox Island Bills			
Name	Project	Invoice	Amount
Bliss Law Firm	Fox Island	153	\$183.40
Fetzer Electric	Fox Island	12111	\$4,068.96
Houston Engineering	Fox Island	51608	\$2,571.00
Houston Engineering	Fox Island	51609	\$832.00
xtra Office, Inc	Fox Island	6493	\$250.00
	Subtotal - Fox Island Bills		\$7,905.36
Total Bills	\$69,304.28		

November 20, 2020

Proposal QTB103235

Mr. Michael Gunsch
Houston Engineering, Inc.
3712 Lockport Street
Bismarck, ND 58503

Re: Proposal for a Preliminary Geotechnical Evaluation
Sibley Island Levee
Oahe Bend and 12th Street SE
Bismarck, North Dakota

Dear Mr. Gunsch:

Braun Intertec respectfully submits this revised proposal to complete a preliminary geotechnical evaluation for the proposed Sibley Island Levee in Bismarck, North Dakota. We understand further work for this project will be required; however, the project details are still being developed, so we are providing the first phase of drilling and laboratory testing for the project.

Our Understanding of Project

It is our understanding that Houston Engineering is designing a flood control project for residents of the Sibley Island area in south Bismarck, North Dakota. The protection will be split into 3 sections, an earthen levee and 2 areas consisting of road grade raise. The roadway grade raises will take place along Apple Creek Drive, Oahe Bend, South 12th Street, and South Washington Street. Details of the design are still being worked on, so we are providing the first phase of the project which is located on land owned by the USACE. The remaining borings and engineering analyses will be drilled at a later date once locations have been determined and landowner permissions have been obtained.

We understand the proposed scope is for preliminary engineering purposes and will be expanded later to fit the needs of the project as it moves towards final design. Our report for this phase will consist of subgrade preparation requirements to anticipate for the proposed section of levee, but will not include an analysis if seepage or slope stability.

Purpose

The purpose of our preliminary geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations and provide subgrade preparation requirements to consider.

Scope of Services

The following tasks are proposed to help us achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

AA/EOE

Site Access, Staking and Utility Clearance

Based on our site reconnaissance and project information provided, the western boring is accessible to our truck-mounted drilling rig. The gate to the park was locked during our site visit, so we will need that opened prior to our site exploration.

The eastern boring within the oxbow is inaccessible without cutting trees to clear a path from the Sibley park side of the oxbow. Since the east boring is not accessible to a drill rig, we will be performing hand augers in this location.

We will locate the borings based on provided boring map and we will leave a wood stake at each boring so they can be surveyed later. Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Prior to drilling or excavating, we will contact North Dakota One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You or your authorized representative is responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Boring

Based on provided information and proposed preliminary boring locations, we will advance one penetration test boring to the west of the oxbow to a depth of 20 feet below existing grade. Penetration tests in our SPT boring will be performed at 2 ½-foot vertical intervals (in general accordance with ASTM Method D1586).

Figure 1: Proposed Phase 1 Boring Locations.



We have also made provisions to obtain up to 2 thin-walled tube samples (per ASTM Method D1587). If the machine operated boring does not extend through unfavorable soils, we will extend the borings to obtain at least five feet of penetration into more competent materials at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If deeper borings (or additional borings) are needed, we will contact you

prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Hand Auger Borings

At the boring location within the oxbow we plan to take up to four hand auger borings. Samples will be collected in one-foot intervals. We intend to extend the hand auger borings to auger refusal with the understanding that hand operated equipment can only be extended to depths limited by the conditions encountered. If conditions allow, we will attempt to extend two borings through the existing embankment which is estimated to be about 6 feet thick. We will also attempt to extend one auger at the north toe of the embankment and one at the south toe of the embankment through the muck/soft soils in the oxbow.

Groundwater Measurements

If groundwater is encountered in the boreholes during or immediately after drilling, the depth where it is observed will be recorded on the boring logs. The drilling may require mud rotary techniques to advance the borings into heaving sand, commonly encountered in this area. Water level measurements will be influenced by drilling fluid when using mud rotary techniques.

Borehole Abandonment

We will backfill the hand auger borings with bentonite chips to the ground surface prior to leaving the site. We will tremie grout the machine operated boring from the bottom up using cement grout or high-solids bentonite grout in accordance with mix proportions provided in USACE guidance. We will also return to the site 24-hours later to top off the grout to within ½ foot of the surface and backfill the upper ½ foot with topsoil cuttings. Extra drill cuttings will be removed to expose pre-investigation conditions.

Our drilling activities will be planned for non-wet periods so as not to rut the surface to access boring locations.

Sample Review and Laboratory Testing

Soil samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer in general accordance with ASTM D2487. To help classify the materials encountered and estimate/measure the engineering properties necessary to our analyses, we have budgeted to perform the following laboratory tests as indicated in Table 1 below.

Table 1. Laboratory Tests

Test Name	Number of Tests	ASTM Test Method	General Purpose
Moisture content	16	D2216	Soil classification, moisture condition, and engineering properties
Atterberg limits	2	D4318	Soil plasticity, shrink/swell potential, engineering parameters, suitability of soils for reuse
Percent passing #200 sieve	2	D1140	Soil classification, and evaluate frost susceptibility

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Reporting

Data obtained from the borings and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions. For this phase of this project, we will provide a summary of the conditions encountered and recommendations to consider for preparation of the levee subgrade.

Additional Services

We have not included potential costs due to the need for towing, stand-by time, or work that is not included in the above Scope of Services. Costs for towing (if necessary) will be charged at a rate of 1.15x the actual cost. Costs for stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above) will be charged at a rate of \$304 per hour.

If borings must be extended beyond their intended termination depths, or if additional borings are required, we will charge for the additional time and materials spent on the project (in excess of what we have budgeted) at the rates indicated in the attached Cost Estimate Sheet. Additional costs for laboratory testing and engineering required due to the additional drilling will be also charged at the unit rates indicated in the attached Cost Estimate Sheet. If the additional drilling will require an additional overnight stay(s), additional per diem rates will also apply.

Cost

We will furnish the services described in this proposal for an estimated fee of \$7,842.50. Our services will be charged on a cost-plus (time and materials) basis; thus, you will only be charged for actual services performed. An itemization of our estimated costs is provided at the end of this proposal on the Cost Estimate sheet. We will not exceed this estimated fee without your authorization through a Change Order.

Our work may extend over multiple invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

We anticipate our work can be performed according to the following schedule:

- *Drill rig mobilization* – during the week of November 30, 2020 assuming we have received authorization to proceed prior to November 25, 2020.
- *Field exploration* – 1 to 2 days on-site to complete the work.
- *Soil classification/laboratory testing* – within 2 weeks following completion of the field exploration.
- *Report* – within 2 weeks of completing the field exploration.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.


General Remarks

We appreciate the opportunity to present this proposal to you. **Please sign and return a copy to us in its entirety.** The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 60 days and that others will not delay us beyond our proposed schedule.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Corey Lindeman at 701.241.5029 or clindeman@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION


Corey D. Lindeman, PE
Project Engineer


Nathan L. McKinney, PE
Vice President, Principal Engineer

Attachments:
Project Proposal
General Conditions (1/1/18)

The proposal is accepted, and you are authorized to proceed.

HOUSTON ENGINEERING ON BEHALF OF THE BCWRD.
Authorizer's Firm


Authorizer's Signature

MICHAEL H. GUNSCH
Authorizer's Name (please print or type)

SENIOR PROJECT MANAGER
Authorizer's Title

11/28/2020
Date

Project Proposal

QTB103235

Sibley Island Levee and Grade Raise

Client:

Houston Engineering, Inc.
Michael Gunsch
1401 21st Avenue North
Fargo, ND 58102

Work Site Address:

Sibley Island Park
Bismarck, ND 58501

Service Description:

Preliminary Geotechnical Evaluation

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Geotechnical Evaluation				
Activity 1.1	Drilling Services				\$4,273.50
1022	Thin-walled sample tubes (ASTM D 15 87), each	2.00	Each	30.00	\$60.00
9726	Bore hole abandonment, per foot	20.00	Each	2.00	\$40.00
153	Operations Manager, Site Reconnaissance	1.00	Hour	146.00	\$146.00
371	CADD/Graphics Operator	1.25	Hour	110.00	\$137.50
9000	Truck Mounted Drilling Services, per hour	4.00	Each	304.00	\$1,216.00
122	Staff Engineer, Hand Auger Boring	8.00	Hour	146.00	\$1,168.00
111	Senior Technician, Hand Auger Borings	8.00	Hour	126.00	\$1,008.00
164	Staff Engineer, Site Restoration	3.00	Hour	146.00	\$438.00
1871	GEO Trip Charge	3.00	Each	20.00	\$60.00
Activity 1.2	Geotechnical Soil Tests				\$720.00
1152	Moisture content (ASTM D 2216), per sample	16.00	Each	21.00	\$336.00
1156	Atterberg Limits: LL and PL (ASTM D 4318), per sample	2.00	Each	114.00	\$228.00
1166	Loss By Washing Through #200 Sieve (ASTM C 117), per sample	2.00	Each	78.00	\$156.00
Activity 1.3	Evaluation/Analysis/Reporting				\$2,849.00
138	Project Assistant	3.00	Hour	99.00	\$297.00
126	Project Engineer	8.00	Hour	177.00	\$1,416.00
128	Senior Engineer	5.00	Hour	198.00	\$990.00
125	Project Manager	1.00	Hour	146.00	\$146.00
Phase 1 Total:					\$7,842.50

Proposal Total:	\$7,842.50
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General Conditions

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



REPLY TO
ATTENTION OF
REAL ESTATE DIVISION

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
1616 CAPITOL AVENUE
OMAHA NE 68102-4901

December 2, 2020

Subject: Oahe Project, North Dakota, Temporary Construction License No. DACW45-3-21-8025, Burleigh County Water Resource District

Rod Beck, Manager
Burleigh County Water Resource District
1926 Frontier Drive, Suite B
Bismarck, North Dakota 58503

Dear Mr. Beck:

Enclosed find two copies of proposed Temporary Construction License No. DACW45-3-21-8025. The license, when fully executed, will grant Burleigh County Water Resource District use of Corps managed lands at the Lake Oahe Project for a geotechnical survey in the vicinity of General Sibley Park for a term of one (1) year, ending on November 30, 2021.

It is requested that Burleigh County Water Resource District review the license and have the proper individual execute both copies of the license document. Also enclosed is a Certificate of Authority that must be executed attesting to the signature of the person signing on behalf of Burleigh County Water Resource District. Return both license copies and the Certificate of Authority in the provided envelope.

Also find enclosed a copy of the Executive Order 11988 Compliance Memo for the Proposed Preliminary Geotechnical Evaluation on Sibley Island in Burleigh County, North Dakota.

After the license has been signed on behalf of the Department of the Army, an executed copy will be forwarded for your records. Direct any questions to Mr. Bud Kuhn of my staff at (701) 255-0015, ext. 2007 or Ms. Taryn Kjelstrup at (701) 654-7709.

Sincerely,

Rick L. Noel

Rick L. Noel
Acting Chief, Real Estate Division
Real Estate Contracting Officer

Enclosures



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
1616 CAPITOL AVENUE
OMAHA NE 68102-4901

CENWO-EDH-B

24 November 2020

MEMORANDUM FOR CENWO-ODM-R (Jolley)

SUBJECT: Executive Order 11988 Compliance Memo for the Proposed Preliminary Geotechnical Evaluation on Sibley Island in Burleigh, North Dakota

1. The Omaha District Flood Risk and Floodplain Management Section (FRFM) is responsible for coordinating the compliance with the requirements of *Executive Order 11988 (Floodplain Management)*. FRFM reviewed the proposed geotechnical boring activities submittal by Burleigh County Water Resource District on September 1, 2020, and has found it to be in compliance with EO 11988. A subsequent submittal for the proposed flood risk management project addressing concerns stated in Section 4 of this letter will be required to meet EO 11988 compliance of the road raise and levee activities.
2. Executive Order 11988 is applicable to all planning, design, and construction of civil works projects, and activities under the operation and maintenance program and real estate program (ER 1165-2-26.) Specific to alterations of civil works projects, EO 11988 compliance is identified in EC 1165-2-216 in Section 7.c. (3).ix.(e) and Section 7.c.(4)(b). Northwestern Division Regulation 1110-2-5 (NWDR 1110-2-5) is applicable for actions at projects with authorized flood storage locations.
3. Four borings at 20-foot depths are proposed in Sibley Island Park as part of a preliminary geotechnical evaluation informing the design of a flood control project. The project includes 6,000 feet of earthen levee and 8,000 feet of roadway raise along Apple Creek Drive, Oahe Bend, South 12th Street, and South Washington Street. Anticipated boring locations include both residential property and occupied campsites.
4. *Corps of Engineers Engineer Regulation (ER) 1165-2-26, Implementation of Executive Order 11988 on Floodplain Management* provides guidance on compliance with EO 11988. The following comments are provided in reference to ER 1165-2-26 Section 8 General Procedures:
 - a. Determine if the proposed action is in the base floodplain: The proposed activities are located west of South 12th Street at Sibley Island Park, at the southern end of the City of Bismarck. This area participates in the National Flood Insurance Program (NFIP) and is located within the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Panel 38015C0960D, effective date 04 August 2014. The locations of the borings are designated as a Special Flood Hazard Area.

CENWO-EDH-B

SUBJECT: Executive Order 11988 Compliance Memo for the Proposed Preliminary Geotechnical Evaluation on Sibley Island in Burleigh, North Dakota

b. Identify and evaluate practicable alternatives to the action or location:

(1) Boring placement is functionally dependent on the footprint of the proposed flood control project.

(2) Justification of placement and screening out alternative placement locations for the flood management project were not provided as part of this submittal. A thorough screening of alternatives is essential to characterize risk and minimize adverse impacts on the floodplain and within communities and will be required in future submittals.

c. Advise the general public in the affected area and obtain their views and comments: It should be ensured that the proposed project is in compliance with floodplain management criteria of Burleigh County and the State of North Dakota. It is recommended that the applicant coordinate with local permitting offices, including the local floodplain administrator prior to construction activities.

d. Identify beneficial and adverse impacts due to the action:

The geotechnical borings will inform the design of the flood control structure to support characterization of geotechnical properties at the proposed levee site. Adverse impacts of the boring activities include the temporary excavation and stockpiling of material and equipment within the floodplain. The boring activities described are not anticipated to cause a rise in water surface profiles.

While the proposed geotechnical boring activities are in compliance with National Flood Insurance Program (NFIP) regulations and EO 11988, there are concerns and risks associated with the construction of a levee within the Oahe reservoir top of dam storage. A profile of the flood control project was included as part of this submittal, however additional details and supporting analyses were not provided. The following notes pertain to residual risks of the proposed flood control project:

(1) The incorporation of a levee into a riverine system may result in increased stages and would require mitigation.

(2) Construction of the flood control project may induce development behind the levee structure subject to residual risks. Development behind a levee must still comply with NFIP requirements.

(3) Per NWDR-1110-2-5(b), storage capacity within a Northwest Division reservoir must not be compromised nor shall areas experience an increase in flood frequency as a result of a project. Fill volume is to be appropriately offset to provide an equal or increased storage capacity at the project elevations.

CENWO-EDH-B

SUBJECT: Executive Order 11988 Compliance Memo for the Proposed Preliminary Geotechnical Evaluation on Sibley Island in Burleigh, North Dakota

(4) Per NWDR-1110-2-5, future development within Zone 5 of a reservoir pool is required to adhere to the criteria listed in Appendix B.

(5) Per NWDR-1110-2-5(7), evaluation of any proposed construction within the reservoir pool is to be thoroughly evaluated and documented.

e. Identify the potential for the project to induce development in the base floodplain:

The proposed geotechnical boring activities will not change zoning or building restrictions; therefore the boring activity is not expected to have any impact on development potential within the floodplain.

The borings support design and construction of a proposed flood control project which may encourage development in the base floodplain, behind the levee. Future development will be required to meet NWDR-1110-2-5 and NFIP requirements. The following notes outline recommended flood risk management measures.

(1) The community may pursue a better understanding of the flood potential. This would involve an updated hydrologic analysis of the flood threat. This analysis would reduce and define the uncertainty of flood probability.

(2) Proposed development could incorporate design/construction methods making them more resilient to flooding. Recommendations include requiring first floor elevations one-foot or more above the base flood elevation (BFE) of the adjacent special flood hazard area (SFHA), prohibiting basements or enclosed spaces below ground, and requiring flood resistant construction materials.

The guidance in FEMA Technical Bulletin 10-01 "Ensuring that Structures Built on Fill In or Near Special Flood Hazard Areas are Reasonably Safe from Flooding" should be incorporated into the design.

(3) Review and revise community/county flood response plans to account for additional effort associated with evacuation potential during flood response.

(4) Outreach to vulnerable citizens on flood risk and how individual citizens can manage their individual flood risk.

(5) Encourage and promote the purchase of flood insurance. By locating properties outside the floodplain or elevating the first floor, including basements, above BFE property owners are eligible for lower cost flood insurance policies. This insurance is one of the few options for homeowners to manage financial flood risk. Home owners insurance does not cover flooding.

CENWO-EDH-B

SUBJECT: Executive Order 11988 Compliance Memo for the Proposed Preliminary Geotechnical Evaluation on Sibley Island in Burleigh, North Dakota

(6) Pursue the Community Rating System, CRS, program in the NFIP. This is a program which promotes sound flood risk management and provides reductions in NFIP flood insurance policy costs.

f. Determine viable methods to minimize any adverse impacts: The proposed boring activities are not expected to result in adverse impacts within the floodplain. The borings will support the design and construction of a levee project at Sibley Island which will require a separate submittal for review. The subsequent submittal shall address NWDR-1110-2-5 requirements and include documentation supporting the evaluation of alternative designs and locations for the flood control project.

5. The proposed geotechnical borings would not decrease the flood risk reduction provided by the Oahe flood risk reduction project (FRRP) or impair its usefulness. Provided that all excess material is disposed of outside the floodplain, there are no concerns from the FRRM office. If all comments by other disciplines are resolved, approval of the proposed alteration to the FRRP would be in compliance with EO 11988.

6. With regard to future submittals the applicant is directed to review NWDR 1110-2-5 and ER 1165-2-26 and provide documentation regarding these criteria. No set format is prescribed for this however a memo or section of the report submittal is encouraged.

7. The comments herein pertain only to Flood Risk and Floodplain Management office concerns. If you have any questions, please contact Laurel Hamilton at (402) 995-2338 or myself at (402) 995-2326.

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SIMONE A. ROCK, P.E., CFM
Flood Risk Management Section
Hydrologic Engineering Branch
Engineering Division

DEPARTMENT OF THE ARMY
TEMPORARY CONSTRUCTION LICENSE
OAH PROJECT
BURLEIGH COUNTY, NORTH DAKOTA

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under authority of his general administrative powers, hereby grants to **Burleigh County Water Resource District, 1926 Frontier Drive, Suite B, Bismarck, North Dakota 58503**, hereinafter referred to as the grantee, a license for to conduct a geotechnical exploration within the **General Sibley Park Campground**, to include drilling two (2) borings to a depth of 20.0 feet in conjunction with the proposed construction and installation of a flood control dike within the Park, over, across, in and upon lands of the United States, as identified in **Exhibits "A" and "B"** attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions:

1. TERM

This license is granted for a term of **One (1) Year**, beginning **December 1, 2020** and ending **November 30, 2021**, but revocable at will by the Secretary.

2. CONSIDERATION

The consideration for this license is the operation and maintenance of the premises by the grantee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to **Burleigh County Water Resource District, 1926 Frontier Drive, Suite B, Bismarck, North Dakota 58503** and if to the United States, to the District Commander, Omaha District, Attention: CENWO-RE-C, 1616 Capitol Avenue, Suite 9000, Omaha, Nebraska 68102-4901; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary," "District Commander," "Installation Commander," or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE DISTRICT COMMANDER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Commander, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises;
- c. subject to other outgrants of the United States on the premises; and
- d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or

services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. INDEMNITY

This condition was deleted prior to execution.

12. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Commander may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefore, or said officer may cause the property to be removed and the premises to be restored at the expense of the grantee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

13. NON-DISCRIMINATION

a. The grantee shall not discriminate against any person or persons or exclude them from participation in the grantee's operations, programs or activities conducted on the premises, because of race, color, religion, sex, sexual orientation, gender identity, age, handicap or national origin pursuant to Executive Order 13672, 21 July 2014. The grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and

Transportation Barriers Compliance Board. The grantee shall comply with Department of Justice rules on non-discrimination.

b. The grantee, by acceptance of this license, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d); the Age Discrimination Act of 1975 (42 U.S.C. §6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. §794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

14. TERMINATION

This license may be terminated by the grantee at any time by giving the District Commander at least ten (10) days notices in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event that said notice is not given at least ten (10) days prior to the rental due date, the grantee shall be required to pay the consideration for the period shown in the Condition on **CONSIDERATION**.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically **PROHIBITED**. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources and where damage nonetheless occurs from the grantee's activities, the grantee's shall be liable to restore the damaged resource.

c. The grantee must obtain approval in writing from said officer before any pesticide or herbicides are applied to the premises.

16. HISTORICAL PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics,

**OAHE PROJECT, NORTH DAKOTA
NO. DACW45-3-21-8025**

remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

17. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 U.S.C. 403), and Section 404 of the Clean Waters Act (33 U.S.C. 1344).

Prior to the execution of this license, the following site-specific Conditions Nos. 18, 19, 20, 21 and 22 were added hereto and made a part hereof:

18. VEGETATION PROTECTION

The grantee shall not unnecessarily remove or damage any trees or shrubs within the premises or in any manner substantially change the contour or condition of the premises herein granted. In addition, the grantee shall restore all disturbed land within the granted premises and reseed it with a native grass and forbs seed mixture approved by the Corps of Engineers, to conform to the surrounding vegetation. The grantee will replace removed or damaged woody vegetation at a 3:1 ratio and ensure survival of the trees and shrubs for a period of three (3) years from the planting date. The grantee shall maintain the area in condition like or equal to that which existed prior to the work herein authorized.

19. THREATENED AND ENDANGERED SPECIES

Threatened and endangered species adult census and productivity surveys will be conducted annually by Oahe Project Natural Resource personnel in the license area. If threatened or endangered species are found in the license area during the construction or operation of the facilities, all ground disturbing activities in the licensed area will be stopped immediately. The grantee and/or its contractor will notify Oahe Project Natural Resource personnel immediately. Project personnel will determine the appropriate steps to avoid any negative effects to those species including cessation of construction and/or operation of the facilities in the license area.

20. EROSION CONTROLS

The grantee shall implement erosion control measures to minimize the opportunity for sediments to enter the lake by utilizing silt fences or floating turbidity barriers to isolate suspended sediments within the license work area.

21. EXECUTIVE ORDER 13658 – ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS AND EXECUTIVE ORDER 13706 – ESTABLISHING PAID SICK LEAVE FOR FEDERAL CONTRACTORS

It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and it has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

22. HOLD HARMLESS AND INDEMNIFICATION

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, 2020.

RICK L. NOEL
Chief, Civil Branch, Real Estate Division
Real Estate Contracting Officer

**OAHE PROJECT, NORTH DAKOTA
NO. DACW45-3-21-8025**

THIS LICENSE is also executed by the grantee this ____ day of _____,
2020.

**BURLEIGH COUNTY WATER RESROUCES
DISTRICT**

BY: _____

TITLE: _____

LEGAL DESCRIPTION OF BURLEIGH COUNTY WATER RESOURCE DISTRICT
TWO(2) GEOTECHNICAL TEST BORING SITES

Each of the two (2) geotechnical boring sites will occupy approximately 0.1 acre, with both boring sites located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 28, Township 138 North, Range 80 West of the 5th Principle Meridian, Burleigh County, North Dakota.

The total land for the test boring sites herein described contains 0.2 acre, more or less and is located on Tract No. B(pt), Oahe.

**EXHIBIT "A" ATTACHED TO AND MADE A
PART OF LICENSE NO. DACW45-3-21-8025**

Buurleigh County Water Resource District License No. DACW45-3-21-8025

Two bore holes located in the SW1/4NE1/4 of Sec 28, T138N, R80W, Burleigh County, ND

Legend








-  All Nations Assembly of God
-  B
-  Bore Hole
-  Feature 1
-  Feature 2
-  Missouri Valley Spraying Private Airfield
-  Sibley Park

Exhibit "B" Attached to and
Made A part of License
No. DACW45-3-21-8025

Bore Hole #2
Bore Hole #1

Google Earth

© 2020 Google

1000 ft

CERTIFICATE OF AUTHORITY

I _____ hereby certify that I am the _____,
(Name of Secretary or Attesting Officer) (Secretary or Attesting Officer Title)

of the organization named in the foregoing document with the United States of America;
that said organization is organized under the laws of the state of _____;
(State)

that the seal, if applicable, affixed to said document is the seal of said organization;

that _____, who signed said document was then _____
(Name of Officer Signing Corps Document) (Title of Officer Signing Corps Document)

of said organization and has been duly authorized to sign the foregoing document on
behalf of said organization, binding said organization to the terms therein.

I, as the Secretary/Attesting Officer, hereby attest to the validity of the signature of said Officer;
and that said signature affixed to such document is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal, if applicable, of said
organization, this _____ day of _____, 20_____.

Secretary or Attesting Officer

Corporation or Organization

This form certifies that the person signing the Corps document has the authority to do so. The signature of the Secretary or Attesting Officer and the individual signing the Corps document cannot be the same.

**RESOLUTION AUTHORIZING THE ISSUANCE OF
\$1,415,000 REFUNDING IMPROVEMENT BONDS, SERIES 2020**

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

1. WARRANT. In and by a resolution heretofore adopted this date, the Issuer has authorized the issuance of a definitive improvement warrant in the principal amount of \$1,415,000 (the "**Warrant**") payable from the funds of the Fox Island Flood Control Project described in the resolution, and subject to the terms, provisions and covenants set forth in the resolution, which is hereby incorporated herein and made a part hereof.

2. AUTHORIZATION OF REFUNDING IMPROVEMENT BONDS. It is hereby found, determined and declared that the improvement Warrant was duly and legally authorized under authority of and in accordance with the provisions of Chapter 61-16.1 of the North Dakota Century Code ("**N.D.C.C.**"); that there is not at the present time in the Improvement District Funds sufficient money to pay the Warrants drawn thereon with interest, and by the exchange of the Warrants for refunding improvement bonds the interest rate and interest costs thereon will be substantially reduced, and the general tax which the Issuer may become obligated to levy for any deficiencies in the funds can be reduced and equalized, and the burden on the taxpayers and property owners will be substantially reduced; that the Warrants are subject to exchange at the option of the Issuer for the purpose of issuing refunding improvement bonds of the Issuer in accordance with the provisions of Section 61-16.1-36, N.D.C.C.; that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed precedent to the issuance of the refunding improvement bonds hereinafter described have been done, do exist, have happened and have been performed in due form, time and manner as so required; and that the issuance of the refunding improvement bonds is necessary and expedient and for the best interest of the Issuer and its inhabitants, taxpayers and the owners of property liable to be assessed for the improvements.

Pursuant to the authority of Chapter 61-16.1 of the N.D.C.C. and the provisions of this Resolution, a series of bonds of the Burleigh County Water Resource District entitled to the benefits, protection and security of such provisions is hereby authorized in the aggregate principal amount of \$1,415,000. The series of bonds shall be designated "\$1,415,000 Burleigh County Water Resource District, North Dakota, Refunding Improvement Bonds, Series 2020" (the "**Bonds**"), for the purpose of refunding the Warrant and paying related costs of issuance.

There is hereby appointed a Term and Pricing Committee to which is delegated the power and authority to agree with the purchaser (the "**Purchaser**") on the actual principal amount of Bonds to be issued, the stated maturity dates and maturity schedule, the specific principal amounts and interest rates for each maturity, redemption dates and purchase price, all within the parameters set forth herein. The Chairman and Secretary (or the Vice Chairman in the absence of the Secretary), are appointed as the Term and Pricing Committee (the "**Term and Pricing**"),

Committee"). The Term and Pricing Committee is hereby granted full power and authority to bind the Issuer, subject to the limitations stated herein.

3. SALE. The Bonds will be sold through negotiated sale to Colliers Securities LLC. The Term and Pricing Committee shall review and approve the terms of the final sale and pricing, provided that the purchase price for the Bonds shall not be less than 98.00% of the principal amount of the Bonds. Colliers Securities LLC is hereby authorized and directed to prepare and circulate, after review by the Secretary, of the preliminary official statement and to take all actions necessary for the issuance, sale and delivery of the Bonds.

4. TERMS. The Bonds shall be dated the date of issuance. The Bonds shall be issued in fully registered form in the denomination of \$5,000 and integral multiples thereof and shall be numbered in consecutive numerical order from R-1 upwards as issued. The Bonds shall bear interest from their date or from the most recent interest payment date on which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, at the rates established by the Term and Pricing Committee, provided the net interest cost does not exceed 3.25%. Such interest (computed upon the basis of a 360-day year consisting of twelve months of 30 days each) is payable semiannually on the first day of May and November in each year until paid, commencing May 1, 2021. The Bonds shall mature on May 1 of each year and in the amounts as determined by the Term and Pricing Committee, provided that the final maturity shall be no later than May 1, 2040. Interest on the Bonds shall cease at maturity or on a date prior thereto on which they have been duly called for redemption unless the holder thereof shall present the same for payment and payment is refused. The Bonds shall be payable from the Bond Fund established herein.

The principal of and interest on the Bonds shall be payable at the Bank of North Dakota, Bismarck, North Dakota (the "**Paying Agent**" and "**Registrar**"), by check, wire or other electronic transfer to the name and address of the registered owners as they appear on the Bond Register as of the fifteenth day (whether or not a business day) of the immediately preceding month, and the Issuer hereby agrees to pay the reasonable and customary charges of the Paying Agent for the receipt and disbursement of such principal and interest.

5. OPTIONAL REDEMPTION. Bonds maturing in the years 2026 and thereafter shall each be subject to redemption and prepayment at the option of the Issuer on May 1, 2025, and any date thereafter, at a price equal to the principal amount thereof and accrued interest. Not less than thirty (30) days prior to the date specified for redemption and prepayment of any of the Bonds the Issuer will cause notice of call to be mailed to the registered holders thereof. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the holder without charge, representing the remaining principal amount outstanding.

6. MANDATORY REDEMPTION. Bonds designated as term bonds in are subject to mandatory sinking fund redemption, by random selection, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, on May 1, in the years and in the amounts agreed to by the Term and Pricing Committee.

7. **FORM OF BONDS.** The Bonds shall be in substantially the form on file with the counsel to the Issuer.

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

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

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

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

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

shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums paid.

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

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

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

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

13. FUNDS HELD FOR PAYMENT. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for the payment of such Bond shall forthwith cease, terminate, and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds without liability for interest thereon, for the benefit of the owner of such Bond who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Resolution or on, or with respect to, the Bond; provided, that any funds which shall be so held by the Paying Agent and which remain unclaimed by the holder of any Bond not presented for

payment by May 1, 2041, shall be returned to the Issuer free of any trust or lien and thereafter any such holder shall look only to the Issuer for payment of such amount without interest thereon and the Paying Agent shall have no further responsibility with respect to such moneys.

14. 2020 REFUNDING IMPROVEMENT BOND FUND. There shall be and is hereby created a special fund to be maintained by the Secretary separate and apart from all other funds of the Issuer, to be designated as the 2020 Refunding Improvement Bond Fund (the "**Bond Fund**"). To the fund shall be credited the Warrants referred to in paragraph 1 hereof when received by the Secretary, which Warrants shall thereupon become and shall thereafter be held as assets of the fund, and the proceeds of all collections on the Warrants so acquired shall be held by the Issuer in trust for the use and benefit of the holders from time to time of the Bonds herein authorized. The fund of the improvement district described in the resolution referred to in paragraph 1 hereof shall be continued and payments shall be made therefrom on the Warrants drawn thereon in the same manner as though the Warrants had not been exchanged. All payments of principal and interest made on the Warrant shall be credited to the Bond Fund and shall be used and applied in payment of the principal of and interest on the Bonds as such principal and interest becomes due.

15. TAX COVENANTS.

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

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

governmental use of the portion of the Project to which such Private Business Use is related.

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

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

16. QUALIFIED TAX-EXEMPT OBLIGATIONS. The Issuer hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of paragraph (3) of Section 265(b) of the Code and covenants that the Bonds do not constitute "private activity bonds" as defined in Section 141 of the Code, and that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income taxes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code), including the Bonds, have been or shall be issued by the Issuer, including all subordinate entities of the Issuer, during the calendar year 2020.

17. ARBITRAGE.

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

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

Code) issued by the Issuer, including all subordinate entities of the Issuer, during the calendar year 2020 will not exceed \$5,000,000.

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

18. COVENANTS AND AGREEMENTS OF THE ISSUER. The Issuer covenants and agrees with the holders from time to time of each of the Bonds, (a) that it will use due diligence to collect the Warrants and special assessments; (b) that it will preserve and enforce for the benefit of the holders of the Bonds all of the rights, powers, and privileges reserved to holders of the Bonds, and all of the covenants of the Issuer provided in the Resolution authorizing the Warrants; (c) that the Issuer shall prepare and file with the County Auditor/Treasurer of Burleigh County on or before February 1 of each year a complete statement of the condition and resources of the Bond Fund; that in February of each year the Board of County Commissioners of Burleigh County is required by Section 61-16.1-25, N.D.C.C. to review such statement and determine whether there has been or will likely occur a default in the financial obligations secured by the Bond Fund coming due in the next thirteen (13) months; and that if such a determination is made, the Board of County Commissioners shall pay from the General Fund, or levy a general property tax upon all taxable property within the County, unlimited as to rate or amount to produce an amount which will be sufficient, along with the funds in the Bond Fund to equal 100% of the principal and interest coming due on the Bonds within the next twelve (12) months; and (d) that if the balance in the Bond Fund should at any time be insufficient to pay all principal and interest then due on the Bonds issued under this Resolution, such balance shall be used first to pay the interest due, and the remainder shall be applied in payment of the principal due on the Bonds in direct order of maturity years and pro rata as to Bonds maturing in the same year. The Issuer reserves the privilege of refunding any of such matured Bonds for the payment of which moneys are not at the time available by issuing new bonds payable from the fund, on a parity with those theretofore issued as to interest charges therein, but the maturity of any such new bonds shall be subsequent to the maturity of all Bonds payable from the fund which then remain outstanding.

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

amount, bearing interest at such rates and maturing or callable at the holder's option on such dates as shall be required to provide funds sufficient for this purpose.

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

20. CERTIFICATES. The Chairman and Secretary/Treasurer (each an "Authorized Officer"), in consultation with counsel, are hereby authorized to deliver a Certificate which cures ambiguities, defects or omissions herein, corrects, amends or supplements any provision herein, lessens the obligations of the Issuer hereunder, adds to the rights or options of the Issuer, or otherwise makes changes to the provisions hereof, which such Authorized Officer determines are in furtherance of the financing contemplated herein, which determination shall be evidenced conclusively by the execution of such certificate.

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

22. CONTINUING DISCLOSURE. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Section.

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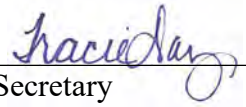
Dated: November 18, 2020.

BURLEIGH COUNTY
WATER RESOURCE DISTRICT



Vice Chairman, Water Resource Board

Attest:



Secretary

The governing body of the District acted on the foregoing resolution at a properly noticed meeting held in Bismarck, North Dakota, on November 18, 2020, with the motion for adoption made by J. Landenberger and seconded by R. Beck, and the roll call vote on the motion was as follows:

"Aye" Mgr. R. Beck, Mgr. D. Reep, Mgr. R. Detwiller, & Mgr. J. Landenberger

"Nay" _____

Absent _____

Abstain Chairman G. Larson

**RESOLUTION CREATING THE FUND OF AN IMPROVEMENT DISTRICT
AND AUTHORIZING THE ISSUANCE OF IMPROVEMENT WARRANT**

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

1. It is hereby found, determined and declared that the Issuer has heretofore duly created the following improvement district within the boundaries of the Issuer:

Fox Island Flood Control Project

(the "**Improvement District**") pursuant to North Dakota Century Code (the "**N.D.C.C.**") Chapter 61-16.1 and has ordered, received and approved plans and specifications, and estimates of the cost, for the construction of the improvements in the Improvement District; that the Board determined the necessity of constructing the improvements; that the Board held a public hearing according to law; that the Board determined that the owners of property representing 62.00% of the ballots cast voted in favor of the Improvement District, and thereupon the Board ordered the establishment of the Fox Island Flood Control Project; that contracts for construction of the improvements have been duly awarded and executed; that the contracts and contractors bonds have been and are hereby approved; that the Issuer possesses and has power to exercise through this Board jurisdiction over flood control projects and may regulate and control water for the prevention of floods and flood damages, including diking the channels of any stream or watercourse and to construct structures to impound and regulate such waters; that it is necessary to construct a levee system and all required appurtenant features required to protect the property owned by the Missouri River Correctional Center and surrounding residential properties within the defined benefit area from Missouri River flows and inundation during an event similar to that experienced in 2011; that the total cost of the improvements in excess of any other funds on hand and appropriated for the payment of such cost, including North Dakota State Water Commission cost share funding and legislative appropriation, and including reimbursing other funds of the Issuer for any amounts temporarily advanced to meet immediate expenses of the improvements is now estimated to be approximately \$1,415,000; that the total benefits to all lots, tracts and parcels of land liable to be specially assessed for benefits resulting from the improvements in the Improvement District will be substantially in excess of the cost of the improvements to be assessed against the properties as herein provided; and that all acts, conditions, and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed preliminary to the issuance and sale of the improvement warrants to provide moneys to pay for the improvements have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

2. There is hereby created a special fund of the Issuer for the Fox Island Flood Control Project, designated as follows:

Fox Island Flood Control Project Fund

(the "**Fund**"). The Fund shall be held and administered by the Secretary separate and apart from all other funds of the Issuer and shall be continued and maintained as herein directed until all warrants issued thereon shall have been fully paid with interest. In such Fund there shall be maintained two separate accounts to be designated as the "Construction Account" and "Principal and Interest Account," respectively. The District shall issue a Definitive Improvement Warrant, Series 2020 in the amount of \$1,415,000 (the "**Warrant**") to finance the Fox Island Flood Control Project.

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

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

2.3. The Issuer covenants and agrees with the holders from time to time of the \$1,415,000 Refunding Improvement Bonds, Series 2020 (the "**Bonds**") that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "**Code**"), and regulations, amended regulations and proposed regulations issued thereunder, as now existing or as hereinafter amended or proposed and in effect at the time of such action.

2.4. Unless and until the regulations under Section 148 of the Code have been modified or amended in pertinent part, the Secretary shall ascertain monthly the amount on deposit in the Principal and Interest Account and in the Bond Fund. If the aggregate amount on deposit in the Bond Fund and in the Principal and Interest Accounts ever exceeds by more than \$100,000 the aggregate amount of principal and interest due and payable from the Bond Fund within 13 months thereafter (except for a reasonable carryover), such excess shall not be invested except at a yield less than or equal to the yield on the Bonds, based upon their amounts, maturities and interest rates on their date of issue, computed by the actuarial method.

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

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

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

2.8. The Issuer hereby designates the Warrant as a "qualified tax-exempt obligation" for purposes of paragraph (3) of Section 265(b) of the Code and covenants that the Warrant does not constitute a "private activity bond" as defined in Section 141 of the Code, and that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income taxes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code), including the Warrant, have been or shall be issued by the Issuer, including all subordinate entities of the Issuer, during the calendar year 2020.

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

141 of the Code) issued by the Issuer, including all subordinate entities of the Issuer, during the calendar year 2020 will not exceed \$5,000,000.

3. With respect to the Improvement District, the Issuer irrevocably covenants and agrees with all holders of the Warrant on the Fund of the Improvement District that it will perform, in accordance with law, all acts and things necessary for the valid annual levy of special assessments against properties within the Improvement District benefitted by the improvement, subject to Chapter 61-16.1, N.D.C.C., in an aggregate amount equal to the total cost of the improvement to the Issuer, except any portion, as the Issuer may determine to pay by the levy of ad valorem taxes upon all taxable property within its corporate limits. In the event that the assessment should at any time be held invalid with respect to any lot or tract of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the Issuer or by the Board or by any Issuer officers or employees, whether in the making of the assessment or in the performance of any condition precedent thereto, the Issuer and this Board covenant and agree that they will forthwith do all such further acts and take all further proceedings as may be required by law to make such assessment a valid and binding lien upon such lot or tract. The Issuer irrevocably agrees and covenants to continue to levy annual assessments over a period of years, subject to a reduction or extension of such period of time as may be deemed necessary by the Issuer due to collection of assessments, with the first certification and for first collection in the years, respectively, as follows, and annually thereafter:

<u>Improvement District</u>	<u>Repayment Period (Years)</u>	<u>Year Of First Levy</u>	<u>Year Of First Collection</u>
Fox Island Flood Control Project	20	2020	2021

Installments of the special assessments (and taxes, if any) from time to time remaining unpaid shall bear interest at the rate not exceeding one and one-half (1.50) percentage points above the rate on the Warrant.

4. In anticipation of the collection of special assessments, revenues and other taxes, if any, and for the purpose of borrowing money to pay the cost of the improvements, the Issuer shall issue its improvement Warrant on the Fund pursuant to Section 61-16.1-34, N.D.C.C. The Warrant shall be dated the date of issuance. The Warrant shall be in registered form and shall bear interest from date of issue until paid at the rates determined by the Term and Pricing Committee, provided the net interest cost does not exceed 3.25%, payable semiannually on each May 1 and November 1, commencing May 1, 2021. The Warrant shall not be subject to redemption or exchange except through the issuance of refunding improvement bonds in accordance with the provisions of Section 61-16.1-36, N.D.C.C. for which purpose the Warrants may be redeemed or exchanged on any date at par and accrued interest. The principal of and interest on the Warrant shall be payable at the office of the Secretary, in Bismarck, North Dakota. The Warrant drawn on the funds shall be in the principal amounts, and shall be payable on May 1 in the respective years and amounts as determined by the Term and Pricing Committee. The Chairman and Secretary (or the Vice Chairman in the absence of the Chairman), are appointed as the Term and Pricing Committee (the "**Term and Pricing Committee**"). The Term and Pricing Committee is hereby granted full power

and authority to bind the Issuer, subject to the limitations stated herein, including the authority to determine the actual principal amount of the Warrant to be issued, the stated maturity dates and amortization schedule for the Warrant, the interest rates for each maturity, the redemption dates and the purchase price for the Warrant.

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

<u>Fund</u>	<u>Principal Amount</u>
Fox Island Flood Control Project	\$1,415,000
TOTAL	\$1,415,000

5. The Warrant shall be printed in substantially the form attached approved by counsel to the Issuer.

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

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

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

been estimated, and such additional warrants to be payable from the Fund on a parity with other warrants drawn on the Fund.

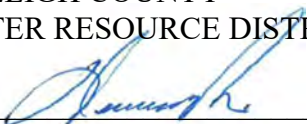
9. The officers of the Issuer and the County Auditor/Treasurer of Burleigh County are authorized and directed to prepare and furnish to the purchaser of the Warrant and to the attorneys approving the same, certified copies of all ordinances, resolutions, affidavits or other instruments relating to the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

10. The Chairman and Secretary/Treasurer (each an "Authorized Officer"), in consultation with counsel, are hereby authorized to deliver a Certificate which cures ambiguities, defects or omissions herein, corrects, amends or supplements any provision herein, lessens the obligations of the Issuer hereunder, adds to the rights or options of the Issuer, or otherwise makes changes to the provisions hereof, which such Authorized Officer determines are in furtherance of the financing contemplated herein, which determination shall be evidenced conclusively by the execution of such certificate.

(Remainder of this page intentionally left blank.)

Dated: November 18, 2020.

BURLEIGH COUNTY
WATER RESOURCE DISTRICT



Vice Chairman, Water Resource Board

Attest:



Secretary

The governing body of the Issuer acted on the foregoing resolution at a properly noticed meeting held in Bismarck, North Dakota, on November 18, 2020, with the motion for adoption made by J. Landenberger and seconded by R. Detwiller, and the roll call vote on the motion was as follows:

"Aye" Mgr. R. Beck, Mgr. D. Reep, Mgr. R. Detwiller, & Mgr. J. Landenberger

"Nay" _____

Absent _____

Abstain Chairman G. Larson

This Document does not constitute an offer to sell the Bonds in any State or other jurisdiction to any person to whom it is unlawful to make such offer in such State or jurisdiction. No dealer, salesperson, or any other person has been authorized to give any information or to make any representation other than those contained herein in connection with the offering of the Bonds, and if given or made, such information or representation must not be relied upon.

OFFICIAL STATEMENT

BURLEIGH COUNTY WATER RESOURCE DISTRICT NORTH DAKOTA

\$1,415,000 Refunding Improvement Bonds, Series 2020

Bonds Dated: December 15, 2020

Principal Due: May 1, as shown below

The Refunding Improvement Bonds, Series 2020 (the "Bonds") will be in fully registered form in the denominations of \$5,000 or any whole multiple thereof. Interest will be payable on May 1 and November 1, commencing May 1, 2021. The Bonds will be issued as fully registered Bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository of the Bonds. Individual purchases may be made in book entry form only, in the principal amount of \$5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. (See "THE BONDS - Book-Entry-Only System" herein.) Bank of North Dakota of Bismarck, North Dakota will serve as registrar.

MATURITY SCHEDULE

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP</u>
05/01/2025*	\$ 335,000	0.50%	0.50%	12137A AT5
05/01/2030*	330,000	1.00	1.00	12137A AU2
05/01/2035*	360,000	1.40	1.40	12137A AV0
05/01/2040*	390,000	1.85	1.85	12137A AW8

*Term Bonds, see "THE BONDS – Mandatory Sinking Fund Redemption" herein.

The Bonds maturing in the year 2026 and thereafter may be redeemed prior to their respective maturity dates, at the option of the District, on May 1, 2025, and on any date thereafter, at a price equal to the principal amount plus accrued interest. Redemption may be in whole or in part, and if in part, at the option of the District and in such manner as the District shall determine and within a maturity.

In the opinion of Arntson Stewart Wegner PC, Bond Counsel, the interest to be paid on the Bonds will not be includable in gross income of the recipient for United States or North Dakota income tax purposes. Interest on the Bonds will not be treated as a preference item in calculating the federal alternative minimum taxable income of individuals (see "THE BONDS - Tax-Exemption" herein). The Bonds will be designated as "qualified tax-exempt obligations" under Section 265 (b)(3) of the Internal Revenue Code of 1986.



TABLE OF CONTENTS

SUMMARY.....	III	Population Statistics.....	A-2
THE BONDS.....	1	Burleigh County Residential Building Permits	A-2
Maturity Schedule.....	1	Unemployment Figures.....	A-3
Purpose.....	1	2020 Unemployment Figures.....	A-3
The Project.....	1	Employment Wage Statistics	A-3
Authority	1	2018 Income Descriptions.....	A-3
Legal Opinion.....	1	Largest Employers in the Area.....	A-4
Registrar/Paying Agent	2	Taxable Sales and Purchases.....	A-4
Date of Record.....	2	2020 Taxable Sales and Purchases Burleigh County.....	A-4
Optional Redemption.....	2	Industry Employment Distribution.....	A-5
Mandatory Sinking Fund Redemption	2	Agriculture in the County.....	A-5
Book-Entry-Only System	3	FINANCIAL POSITIONS AND OPERATIONS.....	A-6
Security.....	5	VALUATIONS.....	A-7
Construction Fund	5	Burleigh County Water Resource District Valuations.....	A-7
Bond Funds.....	6	BONDED DEBT	A-7
Legislative Proposals	6	General Obligation.....	A-7
Tax-Exemption	6	Revenue Bonds	A-7
Qualified Obligation.....	7	Special Assessment Bonds/Warrants.....	A-7
CONTINUING DISCLOSURE	7	OVERLAPPING GENERAL OBLIGATION BONDED INDEBTEDNESS..	A-8
MISCELLANEOUS	7	Direct Debt and Debt Ratios	A-8
Future Financing.....	7	TAX INFORMATION.....	A-8
Rating	7	Tax Levies and Collections.....	A-8
Litigation	8	Largest Property Taxpayers	A-9
Source Of Information:.....	8	County Mill Levy.....	A-10
BONDHOLDERS' RISKS	8	FUNDS ON HAND	A-10
Impact of COVID-19	8	APPENDIX B – AUDITED FINANCIAL REPORTS FOR THE YEAR ENDED	
APPENDIX A – BURLEIGH COUNTY WATER RESOURCE DISTRICT, ND		DECEMBER 31, 2019.....	B-1
.....	A-1	APPENDIX C – LEGAL OPINION	C-1
General Information.....	A-1	APPENDIX D - CONTINUING DISCLOSURE CERTIFICATE.....	D-1
Governmental Organization and Services.....	A-1		

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT OR BY THE UNDERWRITER TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN AS CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT OR THE UNDERWRITER. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY THE BONDS, NOR SHALL THERE BE ANY SALE OF THE BONDS BY ANY PERSON, IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE DISTRICT, DTC AND CERTAIN OTHER SOURCES THAT ARE BELIEVED TO BE RELIABLE BUT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION BY, THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION CONTAINED HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE. IN CONNECTION WITH THIS OFFERING OF THE BONDS, THE UNDERWRITER MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT LEVELS ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT SINCE THE DATE HEREOF.

THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT WITH THE PURCHASERS OF THE BONDS. STATEMENTS CONTAINED IN THIS OFFICIAL STATEMENT THAT ARE NOT HISTORICAL INFORMATION ARE FORWARD-LOOKING STATEMENTS WITHIN THE MEANING OF THE FEDERAL SECURITIES LAWS. THE FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE THE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE EXPRESSED OR IMPLIED BY THESE STATEMENTS.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT: THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON A SPECIFIC EXEMPTION CONTAINED IN SUCH ACT, NOR HAVE THEY BEEN REGISTERED UNDER THE SECURITIES LAWS OF ANY STATE.

SUMMARY

The following is a summary of certain information discussed in this Official Statement. Capitalized terms used herein are defined in the text hereof. This summary is qualified in its entirety by reference to the more detailed information included elsewhere in this Official Statement.

The Bonds	The Burleigh County Water Resource District, North Dakota (the “District”), is issuing its Refunding Improvement Bonds, Series 2020 (the “Bonds”), in the original aggregate principal amount of \$1,415,000. The Bonds are issued pursuant to the terms and provisions of the North Dakota Century Code, Chapter 61-16.1, and related chapters, as amended. The Bonds shall be dated as of December 15, 2020, and will be issued as fully registered bonds without coupons in book-entry only form in denominations equal to the entire amount maturing on a given date, but individual purchases of the Bonds may be made in denominations of \$5,000 or any integral multiple of \$5,000 in excess thereof of a single maturity. See “THE BONDS” in this Official Statement.
The District	The Burleigh County Water Resource District has the same jurisdictional boundaries as Burleigh County. Burleigh County is located in south central North Dakota. The District currently encompasses approximately 1,668 square miles. The population of the District is approximately 95,000. See “APPENDIX A – BURLEIGH COUNTY WATER RESOURCE DISTRICT, ND” in this Official Statement.
Use of Proceeds	The Bonds are being issued to provide funds to (i) construct the Fox Island Flood Control Project (the “Project”). See “THE BONDS – The Project” herein, and (ii) pay costs of issuance for the Bonds.
Security for the Bonds	<p>The Bonds are valid and binding obligations of the District payable from special assessments appropriated to a separate and special fund which has been created and designated as the Burleigh County Water Resource District Fox Island Flood Control Project Fund.</p> <p>In the opinion of Bond Counsel, said Bonds will be valid and binding obligations of the District in accordance with their terms. Said Bonds are payable from special assessments levied against benefited properties. In the event special assessments are insufficient to meet principal and interest payments on the Bonds, the District has covenanted it will make up any deficiency from the net revenues and other available funds of the District, including funds advanced by Burleigh County.</p>
Book-Entry System	The Bonds will be fully registered as to principal and interest in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”). Subject to certain exceptions described herein all purchases, sales or other transfers of beneficial ownership in the Bonds are to be made by book-entry only, and no owner will receive, hold or deliver any certificates as long as the depository or any successor securities depository is the registered owner of the Bonds. See “THE BONDS - Book-Entry-Only System” in this Official Statement.
Interest and Principal Payments	Interest on the Bonds is payable semiannually on each May 1 and November 1, commencing May 1, 2021 (each an “Interest Payment Date”). Principal on the Bonds is payable annually on each May 1, commencing May 1, 2021 (each a “Principal Payment Date”). Interest on the Bonds will be payable to the registered owner as of the close of business on the fifteenth (15th) day of the month immediately preceding a Payment Date by check or draft mailed by the Paying Agent, as more fully described in this Official Statement. The payment of principal of and interest on the Bonds will be payable as more fully described on the inside front cover of this Official Statement and under “THE BONDS” in this Official Statement.
Optional Redemption	The Bonds maturing on or after May 1, 2026 are subject to optional redemption by the District on May 1, 2025, and on any date thereafter, at a price equal to the principal amount plus accrued interest to the date of

redemption. Redemption may be in whole or in part, and if in part, at the option of the District and in such manner as the District shall determine and within a maturity

Continuing Disclosure

The District will enter into an undertaking to provide continuing disclosure with respect to the Bonds. See "CONTINUING DISCLOSURE."

Investment Risk

An investment in the Bonds involves certain risks, including, but not limited to, those discussed under "BONDHOLDERS' RISKS" in this Official Statement.

Bond Counsel

Certain legal matters incident to the authorization, issuance, sale and delivery of the Bonds are subject to the approval of Arntson Stewart Wegner PC, Bond Counsel to the District.

Rating

The Bonds are non-rated.

Bank Qualification

The Bonds will be designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.

2019 Property Values:

Market Value (100%)	\$ 11,485,261,298
Assessed Value (50%)	5,741,130,665
Taxable Value	525,302,097

Factors:

Population (2019 estimate): 95,000

Area: 1,067,520 acres

Debt as of September 30, 2020

Total Direct General Obligation Debt:	\$ 0
Total Special Assessment Debt, including this new issue:	2,230,500
Total Revenue Bonded Debt:	0
Overlapping G.O. Tax Supported Bonded Debt:	<u>235,864,610</u>
Total of outstanding Debt listed:	\$ 238,095,110

Ratios:

			Percentage of Valuation		
			Taxable Value	Assessed Value	Market Value
Net Direct G.O. Debt	\$ 0.00	\$ 0.00	0.00%	0.00%	0.00%
Net Special Assessment Debt	23.48	2.09	0.42	0.04	0.02
Net Revenue Debt	0.00	0.00	0.00	0.00	0.00
Overlapping G.O. Debt	<u>2,482.79</u>	<u>220.95</u>	<u>44.90</u>	<u>4.11</u>	<u>2.05</u>
Total	\$ 2,506.27	\$ 223.04	45.32%	4.15%	2.07%

PROFESSIONAL SERVICES

Bond Counsel

Arntson Stewart Wegner PC
3811 Lockport Street, Suite 3
Bismarck, ND 58503
701/255-1008

Underwriter

Colliers Securities LLC
P.O. Box 2157
Bismarck, North Dakota 58502
701/222-1616

Registrar and Paying Agent

Bank of North Dakota
1200 Memorial Highway
Bismarck, ND 58506

BURLEIGH COUNTY WATER RESOURCE DISTRICT NORTH DAKOTA

\$1,415,000 Refunding Improvement Bonds, Series 2020

THE BONDS

Bonds Dated: December 15, 2020

Principal Due: May 1, as below

Bonds will be available in fully registered form in the denominations of \$5,000 or any whole multiple thereof. Interest is payable each May 1 and November 1, commencing May 1, 2021.

Maturity Schedule

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP</u>
05/01/2025*	\$ 335,000	0.50%	0.50%	12137A AT5
05/01/2030*	330,000	1.00	1.00	12137A AU2
05/01/2035*	360,000	1.40	1.40	12137A AV0
05/01/2040*	390,000	1.85	1.85	12137A AW8

*Term Bonds, see “THE BONDS – Mandatory Sinking Fund Redemption” herein.

Purpose

The Bonds are being issued to provide funds to (i) construct the Fox Island Flood Control Project (the “Project”). See “THE BONDS – The Project” herein; and (ii) pay costs of issuance for the Bonds.

The Project

The Project will have the following general nature and purpose: Construct roadway improvements and an earthen levee to provide flood protection to rural residential properties located on Fox Island as provided in the Preliminary Engineering Report; in an area generally located south of Mills Avenue, east of Whisper Drive, south of Larson Road, east of the Missouri River, east of the west end of Gallatin Loop, north of Gallatin Drive and Far West Loop, and west of the Missouri River oxbow between Tavis Road and Mills Avenue.

Source: Burleigh County Water Resource District, <http://www.bcwrd.org/existing-projects/fox-island/>

Authority

The Bonds are issued pursuant to the terms and provisions of the North Dakota Century Code Chapter 61-16.1, and related chapters, as amended.

Legal Opinion

Arntson Stewart Wegner PC, Attorneys at Law, Fargo and Bismarck, North Dakota.

Registrar/Paying Agent

Bank of North Dakota, 1200 Memorial Highway, Bismarck, ND 58506, will serve as registrar and paying agent. The District will pay for the services of the registrar and paying agent.

Date of Record

The District acknowledges itself to be specially indebted and for value received promises to pay to the registered owner specified above or registered assigns, the principal amount specified above, but only from its Bond Fund on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable on May 1 and November 1 in each year, commencing May 1, 2021, to the holder of record on the close of the 15th day (whether or not a business day) of the immediately preceding month, all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bank of North Dakota as Paying Agent, or its successor.

Optional Redemption

The Bonds maturing on or after May 1, 2026 shall be subject to redemption and prepayment at the option of the District on May 1, 2025, or on any date thereafter, at par, plus accrued interest to the date of redemption. Such Bonds are redeemable in whole or in part, in inverse order of maturities as requested by the District and by lot within each maturity.

The Publication Date for a conventional municipal bond shall be no fewer than 30 calendar days prior to the redemption date or, in the case of an advance refunding, the date that the proceeds are deposited in escrow, and, in such cases, final notification must be received no later than 30 calendar days prior to the refunding date. (A conventional municipal bond is defined as a bond without any derivatives attached to it and no inherent features that would prevent a redemption announcement from being provided in a timely manner.)

Mandatory Sinking Fund Redemption

The Bonds maturing in the years 2025, 2030, 2035, 2040 (the "Term Bonds") are subject to mandatory sinking fund redemption, by lot, or other method of random selection, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, on May 1, in the years and in the amounts as follows:

Redemption Date	Principal
<u>May 1</u>	<u>Amount</u>
2021	\$ 75,000
2022	65,000
2023	65,000
2024	65,000
2025 (maturity)	65,000

Redemption Date	Principal
<u>May 1</u>	<u>Amount</u>
2026	\$ 65,000
2027	65,000
2028	65,000
2029	65,000
2030 (maturity)	70,000

Redemption Date	Principal
<u>May 1</u>	<u>Amount</u>
2031	\$ 70,000
2032	70,000
2033	70,000
2034	75,000
2035 (maturity)	75,000

Redemption Date	Principal
<u>May 1</u>	<u>Amount</u>
2036	\$ 75,000
2037	75,000
2038	80,000
2039	80,000
2040 (maturity)	80,000

Book-Entry-Only System

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one obligation, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The purchaser, as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

The information contained in the following paragraphs of this section “Book-Entry-Only System” has been extracted from a schedule prepared by Depository Trust Company (“DTC”) entitled “SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE.” The District makes no representation as to the completeness or the accuracy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee). One fully-registered certificate will be issued for each annual maturity of the Bonds, each in the aggregate principal amount of such annual maturity, and such certificates will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants (“Participants”) deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants’ accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other

organizations (“Direct Participants”). DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). The Rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission.

Purchases of securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. The deposit of Bonds with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to Cede & Co. If less than all of the Bonds within a maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC or Cede & Co. will consent or vote with respect to the Bonds. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Bonds will be made to DTC. DTC’s practice is to credit Direct Participants’ accounts on the payable date in accordance with their respective holdings shown on DTC’s records unless DTC has reason to believe that it will not receive payment on the payable date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the District and disbursements of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the District. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

NEITHER THE DISTRICT, ANY BORROWER, NOR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO PARTICIPANTS, TO INDIRECT PARTICIPANTS OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DTC PARTICIPANT OR ANY INDIRECT PARTICIPANT; (2) THE PAYMENT BY DTC, ANY DTC PARTICIPANT OR ANY INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS; (3) ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO BONDHOLDERS; (4) ANY CONSENT GIVEN BY DTC OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER; OR (5) THE SELECTION BY DTC, ANY DTC PARTICIPANT OF ANY BENEFICIAL OWNER TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF BONDS.

Security

The Bonds are valid and binding obligations of the District payable from special assessments appropriated to a separate and special fund which has been created and designated as the Burleigh County Water Resource District Fox Island Flood Control Project Fund.

In the opinion of Bond Counsel, said Bonds will be valid and binding obligations of the District in accordance with their terms. Said Bonds are payable from special assessments levied against benefited properties. In the event special assessments are insufficient to meet principal and interest payments on the Bonds, the District has covenanted it will make up any deficiency from the net revenues and other available funds of the District. The Bonds, unless paid from other sources, are payable as to both principal and interest from the 2020 Refunding Improvement Bond Fund to which the District has validly appropriated an improvement warrant heretofore duly issued for the financing of improvements in Fox Island Flood Control Project of the District and the special assessments and other funds heretofore appropriated for the payment of such warrant and improvements. The District shall prepare and file with the County Auditor/Treasurer of Burleigh County on or before February 1 of each year a complete statement of the condition and resources of the Bond Fund; that in February of each year the Board of County Commissioners of Burleigh County is required by Section 61-16.1-25, N.D.C.C. to review such statement and determine whether there has been or will likely occur a default in the financial obligations secured by the Bond Fund coming due in the next thirteen (13) months; and that if such a determination is made, the Board of County Commissioners shall pay from the General Fund, or levy a general property tax upon all taxable property within the County, unlimited as to rate or amount to produce an amount which will be sufficient, along with the funds in the Bond Fund to equal 100% of the principal and interest coming due on the Bonds within the next twelve (12) months.

Construction Fund

The District shall establish a Construction Fund which shall be established and maintained as a separate fund and used only to pay or reimburse costs and expenses which under accepted accounting practices constitute capital costs necessarily incurred to construct the Project, including but not limited to land, easements, buildings, structures, machinery and equipment and the cost of all architectural, engineering, legal and other professional services, printing and publication and other costs reasonable, necessary and incidental thereto. To this fund shall be credited all proceeds of the Bonds, except accrued

or capitalized interest which will be deposited into the Bond Fund. Only costs and expenses of the improvements shall be paid from time to time as incurred from the Construction Fund, and the monies in the Construction Fund should be used for no other purposes. If upon the completion of the Project there shall remain any unexpended balance in the Construction Fund, such balance shall be transferred to the Bond Fund.

Bond Funds

The District shall establish a special fund to be maintained separate and apart from all other funds of the District, to be designated as the Refunding Improvement Bonds, Series 2020 Bond Fund (the "Bond Fund"). To the Bond Fund shall be credited the proceeds of all assessments levied for the Project, and such funds shall be held by the District in trust for the uses and benefit of the holders from time to time of the Bonds. All payments of principal and interest made on the assessments shall be credited to the Bond Fund and shall be used and applied in payment of the principal of and interest on the Bonds as such principal and interest become due.

Legislative Proposals

Bond Counsel's opinion is given as of its date and Bond Counsel assumes no obligation to update, revise, or supplement such opinion to reflect any changes in facts or circumstances or any changes in law that may hereafter occur. Proposals are regularly introduced in both the United States House of Representatives and the United States Senate that, if enacted, could alter or affect the tax-exempt status of municipal bonds. Legislation has been introduced in Congress and passed by the United States House of Representatives and United States Senate which, if enacted, would significantly change the income tax rates for individuals and corporations. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. The likelihood of adoption of this or any other such legislative proposal relating to tax-exempt bonds cannot be reliably predicted. If enacted into law, current or future proposals may have a prospective or retroactive effect and could affect the value or marketability of tax-exempt bonds (including the Bonds). Prospective purchasers of the Bonds should consult their own tax advisors regarding the impact of any such change in law.

Tax-Exemption

In the opinion of Bond Counsel, interest on the Bonds is not includable in the "gross income" of the owners thereof for purposes of federal and State of North Dakota income taxation.

Noncompliance following the issuance of the Bonds with certain requirements of the Internal Revenue Code of 1986 (the "Code") and covenants of the Bond Resolution may result in the inclusion of interest on the Bonds in the federal and North Dakota "gross income" of the owners thereof retroactive to the date of issuance of the Bonds. No provision has been made for redemption of the Bonds, or for an increase in the interest rate on the Bonds, in the event that interest on the Bonds becomes subject to United States or State of North Dakota income taxation.

The Code imposes an alternative minimum tax with respect to individuals on alternative minimum taxable income. Interest on the Bonds will not be treated as a preference item in calculating the federal alternative minimum taxable income of individuals.

Prospective purchasers of the Bonds should also be aware that (i) Section 265 of the Code, denies a deduction for interest on indebtedness incurred or continued to purchase or carry the Bonds or, in the case of a financial institution, a portion of a holder's interest expense allocated to interest on the Bonds, (ii) with respect to insurance companies subject to the tax imposed by Section 831 of the Code, Section 832(b)(5)(B)(i) reduces the deduction for loss reserves by an applicable percentage of the sum of certain

items, including interest on the Bonds, (iii) passive investment income, including interest on the Bonds, may be subject to federal income taxation under Section 1375 of the Code for Subchapter S corporations that have accumulated earnings and profits at the close of the taxable year if greater than 25 percent of the gross receipts of such Subchapter S corporation is passive investment income and (iv) Section 86 of the Code requires receipts of certain Social Security and certain Railroad Retirement benefits to take into account, in determining gross income, receipts or accruals of interest on the Bonds.

Qualified Obligation

The Bonds will be designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.

CONTINUING DISCLOSURE

In order to assist the Underwriters in complying with SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission, pursuant to the Securities Exchange Act of 1934 (the "Rule"), the District shall covenant pursuant to a Resolution adopted by the Governing Body to enter into an undertaking (the "Undertaking") for the benefit of holders of the Bonds to provide certain financial information and operating data relating to the District to certain information repositories annually, and to provide notices of the occurrence of certain events enumerated in the rule to the Electronic Municipal Market Access (EMMA®) system administered by the Municipal Securities Rulemaking Board ("MSRB") (see APPENDIX D). The details and terms of the Undertaking, as well as the information to be contained in the annual report or the notice of material events, are set forth in the Continuing Disclosure Certificate to be executed and delivered by the District at the time the Bonds are delivered. Such Certificate will be in substantially the form attached hereto as APPENDIX D.

The District's previous bond issues were exempt from continuing disclosure requirements of Rule 15c2-12, as the offerings' principal amounts were less than \$1,000,000. Consequently, the District did not enter into any undertaking to provide continuing disclosure of any kind with respect to their previously outstanding Bonds.

A failure by the District to comply with the Undertaking will not constitute an event of default on the Bonds (although holders will have any available remedy at law or in equity). Nevertheless, such a failure must be reported in accordance with the Rule and must be considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price. See "APPENDIX D –CONTINUING DISCLOSURE CERTIFICATE" herein for additional information. Potential investors are encouraged to review current EMMA® filings for the District at <http://www.emma.msrb.org/>.

MISCELLANEOUS

Future Financing

The District has no plans for additional financing within the next six months.

Rating

These Bonds are non-rated.

Litigation

There is no litigation pending or to the District's knowledge threatened, regarding the District's right to issue the proposed Bonds, the right of any Board Member to hold office, or the District's boundaries.

This document dated December 3, 2020 has been prepared for use in connection with the sale of Bonds by the Burleigh County Water Resource District, North Dakota.

To the best of my knowledge, the information herein does not contain any untrue statements of a material fact or omit to state any material fact necessary to make the statements herein not misleading. The officers and members of the Board, duly qualified and acting as of the date thereof, are those set forth herein.

*/s/ Rick Detwiler
Secretary/Treasurer
Burleigh County Water Resource District*

Source Of Information:

Colliers Securities LLC has attempted to summarize information from various sources believed to be reliable for the convenience of interested parties. Colliers Securities LLC makes no representation or warranty to the accuracy or completeness of such information or to the sources thereof nor to the investment quality of the Bonds or any Bonds mentioned herein.

References herein to laws, rules, regulations, resolutions, agreements, reports and other documents do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein.

BONDHOLDERS' RISKS

Prospective purchasers of the Bonds should be aware that investment in the Bonds may entail some degree of risk. Each prospective investor in the Bonds is encouraged to read this Official Statement in its entirety. Particular attention should be given to the factors described herein which, among others, could affect the payment of debt service on the Bonds and which could also affect the market price of the Bonds to an extent that cannot be determined. This discussion of risk factors is not, and is not intended to be, exhaustive. Prospective investors are encouraged to review current EMMA filings for the District at <http://www.emma.msrb.org/>

Impact of COVID-19

In late 2019, a novel strain of coronavirus ("COVID-19") emerged in Wuhan, Hubei Province, China. COVID-19 has spread throughout the world, including the United States, resulting in the World Health Organization proclaiming COVID-19 to be a pandemic and President Trump declaring a national emergency. On March 13, 2020, the Governor of North Dakota (the "Governor") declared a State emergency with respect to the COVID-19 pandemic. In response to the spread of COVID-19, the United States government, state governments, local governments and private industries have taken measures to limit social interactions in an effort to limit the spread of COVID-19. The effects of the spread of

COVID-19 and the government and private responses to the spread continue to rapidly evolve. As of the date of this Official Statement, the Governor has not ordered a “stay in place” order for the residents of the State.

COVID-19 has caused significant disruptions to the global, national and State economy. The extent to which COVID-19 impacts the District and its financial condition will depend on future developments, which are highly uncertain and cannot be predicted by the District, including the duration of the outbreak and measures taken to address the outbreak.

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APPENDIX A– BURLEIGH COUNTY WATER RESOURCE DISTRICT, ND

General Information

The Burleigh County Water Resource District (“District”) was established by order of the North Dakota State Water Commission on June 11, 1971 and is a political subdivision of the State of North Dakota, organized and operating pursuant to North Dakota Century Code Chapter 61-16.1. The Burleigh County Water Resource District has the same jurisdictional boundaries as Burleigh County. Burleigh County is located in south central North Dakota. The District currently encompasses approximately 1,668 square miles. The population of the District is approximately 95,000. The official newspaper of the Burleigh County Water Resource District is the “The Bismarck Tribune”.

The District, among other things, has jurisdiction over all dams, water channels, reservoirs and artificial lakes in Burleigh County. The District regulates surface water to prevent floods by modifying channels or flood plains of any stream or watercourse within the District. This includes authorities related to the Missouri River system and cooperation with Burleigh County and the City of Bismarck related to surface water management.

The District can operate and maintain recreational facilities, as it does with the McDowell Dam Recreation Area, under an agreement with the Bismarck Parks & Recreation District. The District has the authority to plan, modify or repair sanitary and storm sewer systems and treatment plants, and can coordinate proposals to install, construct or modify culverts and bridges.

The District may authorize and issue warrants to finance construction of water conservation and flood control projects, assess benefited property for part or all of the cost of such projects, and require appropriations and tax levies to maintain sinking funds for construction warrants on a cash basis at all times .

The District also has regulatory authority to review permits for dikes, dams and other devices which retain more than 50 acre-feet of water or 25 acre-feet of water for a medium-hazard or high hazard dam. The District also regulates drainage which drains a pond, slough, lake or sheetwater, or any series thereof, with a watershed of 80 acres or more. The District has the statutory responsibility to close illegal drainage, remove negligent obstructions to drains or watercourses, and removal of illegally constructed dikes, dams and other devices.

Source: Burleigh County Water Resource District, www.bcwrld.org

Governmental Organization and Services

The District meets on the second Wednesday of each month and otherwise as needed at the City/County Building, Bismarck, North Dakota. The members of a water resource district board are appointed by the Burleigh County commission. Current appointed board members and their positions are:

<u>Name</u>	<u>Position</u>	<u>Term Expires</u>
Greg Larson	Chairman	12/31/2020
Dennis Reep	Vice Chairman	12/31/2022
Rodney Beck	Manager	12/31/2021
James Landenberger, PE	Manager	12/31/2022
Rick Detwiller	Secretary/Treasurer	12/31/2021

Other:

<u>Name</u>	<u>Position</u>	<u>Firm</u>
David Bliss	Legal Counsel to the District	Bliss Law Firm, LLC
Michael Gunsch	Consulting Engineer	Houston Engineering, Inc.

The address of the District is: Burleigh County Water Resource District
1720 Burnt Boat Drive, Suite 205
Bismarck, ND 58503

Burleigh County is governed by a five member Board of Commissioners. The Commission meets in regular session at the Tom Baker Meeting Room of the City/County Office Building on the first and third Monday of each month, and otherwise as needed. Current members of the Burleigh County Commission are as follows:

<u>Name</u>	<u>Position</u>	<u>Term</u>
Jerry Woodcox	Chair	2016-2020
Kathleen Jones	Vice Chair	2018-2022
Mark Armstrong	Commissioner	2018-2022
Brian Bitner	Commissioner	2016-2020
Jim Peluso	Commissioner	2018-2022

Population Statistics

	<u>1970</u>	<u>1980</u>	<u>1990</u>	<u>2000</u>	<u>2010</u>	<u>2018⁽¹⁾</u>	<u>2019⁽¹⁾</u>
Burleigh County	40,714	54,811	60,131	69,416	81,308	95,273	95,626

Source: U.S. Census Bureau
(1) Estimates

Burleigh County Residential Building Permits

	Single Family		Multi Family		Total Residential	
<u>Year</u>	<u>Issued</u>	<u>Costs</u>	<u>Issued</u>	<u>Costs</u>	<u>Issued</u>	<u>Costs</u>
2019	275	\$ 70,598,774	13	\$ 13,025,933	288	\$ 83,624,707
2018	271	61,086,783	3	11,780,076	274	72,866,859
2017	373	81,036,721	1	4,420,000	374	85,456,721
2016	451	94,619,250	9	10,238,342	460	104,857,592
2015	483	96,364,478	13	23,866,661	496	120,231,139
2014	694	118,979,828	23	58,373,215	717	177,353,043
2013	876	153,505,590	33	43,869,735	909	197,375,325
2012	803	145,459,548	55	62,882,862	858	208,342,410

Source: Job Service North Dakota, Workforce Intelligence Network, U.S. Census Bureau

Unemployment Figures

<u>Year</u>	<u>Average Labor Force</u>	<u>Average Annual Unemployment figures</u>		
	<u>Burleigh County</u>	<u>Burleigh County</u>	<u>North Dakota</u>	<u>United States</u>
2019	49,216	2.4%	2.4%	3.7%
2018	49,160	2.6	2.6	3.9
2017	50,370	2.5	2.7	4.4
2016	50,602	2.6	3.1	4.9
2015	48,832	2.4	2.8	5.3
2014	47,374	2.4	2.7	6.2
2013	47,344	2.5	2.9	7.4
2012	46,608	2.8	3.1	8.1

Source: Labor Market Information Center, Job Service North Dakota

2020 Unemployment Figures

<u>2020 Monthly</u>	<u>Labor Force Burleigh Co.</u>	<u>Unemployment Rate</u>		
		<u>Burleigh County</u>	<u>North Dakota</u>	<u>United States</u>
January	49,079	2.9%	2.8%	4.0%
February	49,182	2.9	2.8	3.8
March	49,057	2.7	2.7	4.5
April	48,795	9.3	9.2	14.4
May	48,852	7.7	8.7	13.0
June	50,489	5.9	7.5	11.2
July	50,737	4.7	6.3	10.5
August	49,772*	3.7*	4.8*	8.5

Source: Labor Market Information Center, Job Service North Dakota, LAUS Unit

*Preliminary

Employment Wage Statistics

<u>Area</u>	<u>Number of Employees</u>	<u>Average Hourly Wage</u>	<u>Average Weekly Wage</u>	<u>Average Annual Wage</u>
Burleigh County, ND	55,364	\$25.90	\$1,036.00	\$53,872
State of North Dakota	414,791	\$26.15	\$1,046.00	\$54,392

Source: Labor Market Information Center, Job Service North Dakota, QCEW Unit, As of 1st Qtr 2020, based on 40 hr week

2018 Income Descriptions

<u>Entity</u>	<u>Median Household Income⁽¹⁾</u>	<u>Per Capita Personal Income⁽²⁾</u>	<u>Total Personal Income⁽²⁾</u>
Burleigh County	\$ 72,277	\$ 58,173	\$ 5,542,354,000
North Dakota	66,505	55,598	42,147,700,000
United States	63,179	54,526	17,813,035,000,000

Source: Labor Market Information Center, Job Service North Dakota, QCEW Unit

(1) Income source from U.S. Census Bureau

(2) Income source from U.S. Bureau of Econ Analysis

Largest Employers in the Area

<u>Employer</u>	<u>Employees</u>	<u>Rank</u>	<u>Percentage of Total Employment</u>
State of North Dakota	4,600	1	9.29%
Sanford Health	3,284	2	6.63
Bismarck Public School District	2,187	3	4.42
CHI St. Alexius	2,044	4	4.13
US Government Offices	1,200	5	2.42
City of Bismarck	988	6	2.00
Bismarck State College	719	7	1.45
AETNA	660	8	1.33
University of Mary	642	9	1.30
DDT: Housing Industry Training (HIT)	641	10	1.30
MDU Resources Group – Bismarck	592	11	1.20
Bobcat/Doosan Company	582	12	1.18
Missouri Slope Lutheran Care Center	560	13	1.13
Basin Electric Power Cooperative	560	14	1.13
Mid-Dakota Clinic	550	15	1.11
Total	19,809		40.02%

Sources: Bismarck Mandan Development Association, & ND Job Service-Labor Market Information Center website

Taxable Sales and Purchases

<u>Year</u>	<u>Burleigh County</u>
2019	\$ 1,586,050,808
2018	1,545,386,588
2017	1,583,150,334
2016	1,647,288,564
2015	1,843,557,070
2014	1,897,895,051
2013	1,892,971,639
2012	1,862,162,856

Source: North Dakota Sales and Use Tax Statistical Reports

2020 Taxable Sales and Purchases Burleigh County

<u>Quarter</u>	<u>Taxable Sales</u>	<u>Taxable Purchases</u>	<u>Taxable Sales & Purchases</u>
1 st 2020	\$ 303,013,406	\$ 22,287,989	\$ 325,301,395
2 nd 2020	363,406,700	24,799,509	388,206,209

Sources: North Dakota Sales and Use Tax Statistical Reports

Industry Employment Distribution

The Distribution of Industries in Burleigh County as of 1st Quarter 2020:

<u>Rank</u>	<u>Industry</u>	<u>Establishments</u>	<u>Employees</u>
1	Health Care and Social Assistance	384	12,246
2	Retail Trade	401	7,052
3	Accommodation and Food Services	218	5,230
4	Public Administration	96	5,095
5	Educational Services	61	4,346
6	Professional, Scientific & Technical Services	484	3,280
7	Construction	444	3,030
8	Finance and Insurance	263	2,341
9	Wholesale Trade	287	2,140
10	Other Services (except Public Administration)	336	1,990

Source: ND Job Service, Labor Market Information Center, QCEW Unit

Agriculture in the County

Crop production reported in Burleigh County for 2019 is as follows:

<u>Crops</u>	<u>Acres Harvested</u>	<u>Production</u>
Corn – Grain	81,400	10,748,000 bu.
Corn – Silage	4,120	78,000 tons

Livestock population in Burleigh County as of January 1, 2020 is as follows:

<u>Animal</u>	<u>Number of Head</u>
All Cattle	87,000
Beef Cows	44,500
Milk Cows	600
Sheep	600

Source: North Dakota Agriculture Statistics

FINANCIAL POSITIONS AND OPERATIONS

This summarizes the year-end fund balances, and General Fund revenues, expenditures and fund balances for the District for the three most recent fiscal years.

General Fund Revenues, Expenditures and Changes in Fund Balances

	<u>2017</u>	<u>2018</u>	<u>2019</u>
REVENUES			
Taxes	\$ 673,745	\$ 786,043	\$ 838,953
Intergovernmental	1,301,378	689,099	1,863,406
Interest Income	2,645	2,836	3,956
Miscellaneous	29,301	41,044	43,566
Total Revenues	<u>\$ 2,007,069</u>	<u>\$ 1,519,022</u>	<u>\$ 2,749,881</u>
EXPENDITURES			
Current:			
Payroll	\$ 22,499	\$ 19,668	\$ 24,632
Management Services	21,489	25,997	32,411
McDowell Dam	200,829	219,338	242,064
McDowell Dam – Capital Improvements	73,339	--	--
Projects	1,186,713	584,424	3,696,581
Drainage Complaints	27,455	54,814	49,313
Legal Fees	--	12,367	20,968
Engineering Administration	--	14,302	14,000
Miscellaneous	54,399	40,685	19,612
Capital Outlay	315,343	--	--
Debt Service:			
Principal	26,000	36,000	51,000
Interest	13,910	22,925	22,083
Total Expenditures	<u>\$ 1,941,976</u>	<u>\$ 1,030,520</u>	<u>4,172,664</u>
Excess of Revenue Over (Under) Expenditures	<u>65,093</u>	<u>488,502</u>	<u>(1,422,783)</u>
OTHER FINANCING SOURCES (USES)			
Bond Proceeds	395,000	--	--
Less: Discounts	(5,925)	--	--
Less: Issuance Costs	(7,500)	--	--
TOTAL OTHER FINANCING SOURCES (USES)	381,575	--	--
Net Change in Fund Balances	<u>446,668</u>	<u>488,502</u>	<u>(1,422,783)</u>
FUND BALANCE - Beginning January 1:	\$ 1,195,167	\$ 1,641,835	\$ 2,130,337
FUND BALANCE - Ending December 31:	<u>\$ 1,641,835</u>	<u>\$ 2,130,337</u>	<u>\$ 707,554</u>
General Fund Balance as Percentage of Revenue	<u>81.80%</u>	<u>140.24%</u>	<u>25.73%</u>

Source: Audited Financial Statements of the District

VALUATIONS

Burleigh County Water Resource District Valuations

<u>Year</u>	<u>Market Valuation</u>	<u>Assessed Valuation</u>	<u>Taxable Valuation</u>
2019	\$ 11,485,261,298	\$ 5,741,130,665	\$ 525,302,097
2018	11,091,279,312	5,545,639,672	512,560,938
2017	10,698,020,878	5,349,010,439	500,271,690
2016	10,245,722,367	5,122,861,183	471,116,797
2015	9,559,358,484	4,779,679,242	438,023,113
2014	8,339,028,640	4,169,514,320	388,961,618
2013	7,319,417,493	3,659,708,747	341,455,632

Source: Burleigh County Auditor/Treasurer Office

Valuations as calculated under State statutes which provide, in part, that Assessed Values be 50% of the Full & True Value with farmland and commercial property having a Taxable Value of 10% of the Assessed Value. Residential Taxable Value is 9% of the Assessed Value. Utility Property Values are set by the State.

BONDED DEBT

General Obligation

None.

The debt limit (applying to general obligation liabilities) for North Dakota Counties is 5% of the Assessed Value. There are also other limitations on borrowing for specific types of projects.

Revenue Bonds

None.

Special Assessment Bonds/Warrants

<u>Year</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Amount Outstanding*</u>
2013	State Revolving Loan	09/01/2032	\$ 160,000
2013	State Revolving Loan	09/01/2033	25,500
2016	Refunding Improvement Bonds, Series 2016	05/01/2035	295,000
2017	Refunding Improvement Bonds, Series 2017	05/01/2032	335,000
2020	Refunding Improvement Bonds, Series 2020 (<i>this issue</i>)	05/01/2040	<u>1,415,000</u>
Total:			<u>\$ 2,230,500</u>

Source: 2019 Audited Financials of the District

*As of 09/30/2020, including the new Series 2020 Bonds

North Dakota Statutes require that the County levy a tax upon all taxable property within the County whenever special assessments are insufficient to pay principal and interest when due on the above bonds. There is no limitation as to rate or amount of such a tax levy. See "THE BONDS – Security" herein.

OVERLAPPING GENERAL OBLIGATION BONDED INDEBTEDNESS

<u>Entity</u>	<u>Tax Supported Bonded Debt⁽¹⁾</u>	<u>Percent Allocable To the District</u>	<u>District's Share</u>
City of Bismarck	\$101,370,000	100.00%	\$ 101,370,000
City of Lincoln	0	100.00	0
City of Regan	0	100.00	0
City of Wilton	1,075,000	18.65	200,488
City of Wing	0	100.00	0
Bismarck School District #1	118,039,122	100.00	118,039,122
Wing School District #28	0	100.00	0
Menoken School District #33	870,000	100.00	870,000
Sterling School District #35	0	100.00	0
Apple Creek School District #39	0	100.00	0
Wilton School District	0	100.00	0
Bismarck Park District	11,500,000	100.00	11,500,000
Burleigh County	<u>3,885,000</u>	100.00	<u>3,885,000</u>
Total Overlapping GO Bonded Debt:	\$ 205,056,115		\$ 235,864,610

Source: Burleigh County Mill Levy sheet

⁽¹⁾ As of June 30, 2020. Includes general obligation debt supported by special assessments. Excludes State debt.

Direct Debt and Debt Ratios

	<u>Debt Including this New Issue</u>	<u>Per Capita Debt (95,000)</u>	<u>Debt Per Acre (1,067,520)</u>	<u>Percentage of Valuation</u>		
				<u>Taxable Value</u>	<u>Assessed Value</u>	<u>Market Value</u>
Net Direct G.O. Debt	\$ 0	\$ 0.00	\$ 0.00	0.00%	0.00%	0.00%
Net Special Assessment	2,230,500	23.48	2.09	0.42	0.04	0.02
Net Revenue Debt	0	0.00	0.00	0.00	0.00	0.00
Overlapping G.O. Debt	<u>235,864,610</u>	<u>2,482.79</u>	<u>220.95</u>	<u>44.90</u>	<u>4.11</u>	<u>2.05</u>
Total	\$ 238,095,110	\$ 2,506.27	\$ 223.04	45.32%	4.15%	2.07%

Market Value per Capita: \$11,485,261,298/95,000 = \$120,897.49

TAX INFORMATION

Tax Levies and Collections

Burleigh County Water Resource District (Mill Levies)

<u>Levy for Year of</u>	<u>Amount of Levy</u>	<u>Tax Collections</u>	<u>Percent of Levy Collected</u>
2019	\$ 891,170	----In Process----	
2018	768,841	\$ 766,563	99.70%
2017	750,408	750,384	99.99
2016	711,400	711,400	100.00
2015	657,035	657,035	100.00
2014	583,375	583,375	100.00

Burleigh County (Mill Levies)

<u>Fiscal Year</u>	<u>Total Tax Levy</u>	<u>Tax Collections</u>	<u>Percent of Levy Collected</u>
2019	\$ 17,266,947	----In Process----	
2018	15,245,495	\$ 15,199,525	99.70%
2017	17,250,445	17,249,883	99.99
2016	20,530,335	20,530,335	100.00
2015	19,804,604	19,804,604	100.00
2014	18,441,281	18,441,281	100.00

Source: Burleigh County Auditor, as of 09/30/2020

North Dakota Statutes allow a 5% discount on property taxes paid by February 15 of the following year. Taxes may be paid in two installments, without penalty. The first installment must be paid by March 1, and the second by October 15. If installments are not made, the entire tax must be paid by March 1 to avoid penalties. Property owners have up to three years in which to redeem property with delinquent taxes.

Largest Property Taxpayers

The largest property taxpayers in the County are identified below:

<u>Largest Taxpayers</u>	<u>Type of Business</u>	<u>2019 Assessed Value</u>	<u>Percentage of the District's Assessed Value</u>
Montana Dakota Utilities Co	Utilities	\$ 59,225,080	1.03%
Kirkwood Mall	Mall	29,578,700	0.52
Dakota UpREIT Limited	Shopping Center	21,949,550	0.38
Sterling Properties LLP	Apartments	21,681,750	0.38
Waterford On West Century	Assisted Living Center	18,023,800	0.31
BNSF Railway Company	Railroad	17,203,713	0.30
LaSalle Shopping Center	Shopping Center	16,188,200	0.28
MedCenter Sanford	Hospital	14,770,300	0.26
Rockstad Real Estate	Real Estate	14,158,450	0.25
Menard Inc	Building Supply Store	14,135,500	0.25

Source: Burleigh County Auditor

County Mill Levy

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
General Fund	29.16	27.48	29.57	24.01	26.89
Road & Bridge	0.25	1.00	1.00	2.00	2.50
Veterans Service Office	0.74	0.69	0.62	0.69	0.68
Water Resource District	1.50	1.51	1.50	1.50	1.70
County Agent	0.54	0.94	0.68	0.68	0.59
Senior Citizens	1.00	1.00	0.90	0.90	0.90
Jail Construction & Maintenance	0.50	0.00	0.50	0.00	0.00
Soil Conservation	0.32	0.61	0.71	0.70	0.86
Social Welfare	11.82	11.35	0.00	0.00	0.00
Garrison Diverson Conservancy	1.00	1.00	1.00	1.00	1.00
Weed Board	1.50	1.51	2.00	3.01	2.75
Library	2.36	2.13	2.18	2.20	2.08
Park & Recreational Facilities	0.20	0.00	0.00	0.00	0.00
Job Development	<u>0.00</u>	<u>0.19</u>	<u>0.18</u>	<u>0.18</u>	<u>0.18</u>
Total:	50.89	37.06	40.84	36.87	40.13

Source: Burleigh County Auditor

FUNDS ON HAND

<u>Fund</u>	<u>Amount as of 10/14/2020</u>
General	\$ 421,961.83
Dedicated Funds	334,800.39
Maintenance/Project Accounts	<u>15,004.15</u>
Total	\$ 791,766.37

Source: Burleigh County Water Resource District

**APPENDIX B—
AUDITED FINANCIAL REPORTS FOR THE YEAR ENDED DECEMBER 31, 2019**

**BURLEIGH COUNTY WATER RESOURCE DISTRICT, NORTH DAKOTA
AUDITED FINANCIAL REPORT FOR THE YEAR ENDED
DECEMBER 31, 2019**

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NORTH DAKOTA OFFICE OF THE STATE AUDITOR

State Auditor Joshua C. Gallion

Burleigh County Water Resource District

Bismarck, North Dakota

Audit Report for the Year Ended December 31, 2019

Client Code: PS8010



Photo credit: North Dakota Tourism



Office of the
State Auditor

BURLEIGH COUNTY WATER RESOURCE DISTRICT

Table of Contents

For the Year Ended December 31, 2019

District Officials and Audit Staff.....	1
Independent Auditor's Report	2
Basic Financial Statements	
Statement of Net Position	4
Statement of Activities	5
Balance Sheet - Governmental Funds.....	6
Reconciliation of Governmental Funds Balance Sheet to the Statement of Net Position.....	7
Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds	8
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities	9
Notes to the Financial Statements	10
Required Supplementary Information	
Budgetary Comparison Schedules	18
Notes to the Required Supplementary Information	19
Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	20
Summary of Auditor's Results.....	22
Schedule of Audit Findings	23
Governance Communication	25

BURLEIGH COUNTY WATER RESOURCE DISTRICT

District Officials and Audit Personnel

December 31, 2019

DISTRICT OFFICIALS

Greg Larson	Chairman
Dennis Reep	Vice Chairman
Rick Detwiller	Secretary/Treasurer
Rodney Beck	Manager
James Landenberg, PE	Manager
Tracie Day	Secretary
David Bliss	Attorney
Michael Gunsch, PE	Engineer

AUDIT PERSONNEL

Heath Erickson, CPA	Audit Manager
Michael Scherr	Audit In-Charge

STATE AUDITOR
Joshua C. Gallion



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STATE CAPITOL
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Bismarck, North Dakota, 58505

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INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
Burleigh County Water Resource District
Bismarck, North Dakota

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and the major fund of the Burleigh County Water Resource District, Bismarck, North Dakota, as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the Burleigh County Water Resource District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the Burleigh County Water Resource District, Bismarck, North Dakota, as of December 31, 2019, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the *budgetary comparison schedules* and *notes to the required supplementary information* as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the *management's discussion and analysis* that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 22, 2020 on our consideration of Burleigh County Water Resource District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Burleigh County Water Resource District's internal control over financial reporting and compliance.

/S/

Joshua C. Gallion
State Auditor

Bismarck, North Dakota
June 22, 2020

BURLEIGH COUNTY WATER RESOURCE DISTRICT

Statement of Net Position

December 31, 2019

ASSETS

Current assets:

Cash and cash equivalents	\$ 739,864
Intergovernmental receivable	12,913
Taxes receivable	11,295
Capital assets, net	<u>7,149,416</u>

Total assets	<u>7,913,488</u>
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LIABILITIES

Current liabilities:

Accounts payable	44,225
Salaries payable	998
Retainage payable	73,049
Current portion of long term debt	<u>49,335</u>
Total current liabilities	<u>167,607</u>

Long-term liabilities:

Long term debt - net of current portion	<u>781,210</u>
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Total liabilities:	<u>948,817</u>
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NET POSITION

Net investment in capital assets	6,245,822
Restricted for conservation of natural resources	<u>718,849</u>
Total net position	<u>\$ 6,964,671</u>

The notes to the financial statements are an integral part of this statement.

BURLEIGH COUNTY WATER RESOURCE DISTRICT

Statement of Activities

For the Year Ended December 31, 2019

Functions/Programs	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Position
		Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
<u>Governmental activities:</u>				
Conservation of natural resources	\$ 609,326	\$ 114,867	\$ 1,784,402	\$ 1,289,943
Interest on long-term debt	<u>22,748</u>	<u>-</u>	<u>-</u>	<u>(22,748)</u>
Total governmental activities	<u>\$ 632,074</u>	<u>\$ 114,867</u>	<u>\$ 1,784,402</u>	1,267,195
<u>General revenues:</u>				
Taxes				749,826
Non-restricted grants and contributions				56,550
Interest earnings				3,956
Miscellaneous revenue				<u>43,566</u>
Total general revenues				<u>853,898</u>
Change in net position				<u>2,121,093</u>
Net position - January 1				<u>4,843,578</u>
Net position - December 31				\$ 6,964,671

The notes to the financial statements are an integral part of this statement.

BURLEIGH COUNTY WATER RESOURCE DISTRICT

Balance Sheet – Governmental Funds

December 31, 2019

ASSETS

Cash and cash equivalents	\$ 739,864
Intergovernmental receivable	12,913
Taxes receivable	<u>11,295</u>
Total assets	<u><u>\$ 764,072</u></u>

LIABILITIES

Accounts payable	\$ 44,225
Salaries payable	<u>998</u>
Total liabilities	<u>45,223</u>

DEFERRED INFLOWS OF RESOURCES

Taxes receivable	<u>11,295</u>
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FUND BALANCE

Restricted for conservation of natural resources	<u>707,554</u>
Total liabilities, deferred inflows of resources, and fund balance	<u><u>\$ 764,072</u></u>

The notes to the financial statements are an integral part of this statement.

BURLEIGH COUNTY WATER RESOURCE DISTRICT

Reconciliation of the Balance Sheet – Governmental Funds to the Statement of Net Position

December 31, 2019

Total Governmental Funds Balance	\$ 707,554
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Amounts reported for governmental activities in the
Statement of Net Position are different because:

Capital assets used in governmental activities are not financial resources and are therefore not reported in the funds.	7,149,416
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Property taxes receivable will be collected after year-end, but are not available soon enough to pay for the current period's expenditures and therefore are reported as deferred inflows in the funds.	11,295
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Long-term liabilities are not due and payable in the current
period and therefore are not included in the funds.

Retainage payable	\$ (73,049)	
Long-term debt	<u>(830,545)</u>	
Total		<u>(903,594)</u>

Net Position of Governmental Activities	<u>\$ 6,964,671</u>
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The notes to the financial statements are an integral part of this statement.

BURLEIGH COUNTY WATER RESOURCE DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds
For the Year Ended December 31, 2019

REVENUES

Taxes	\$ 838,953
Intergovernmental	1,863,406
Interest	3,956
Miscellaneous	43,566
Total revenues	<u>2,749,881</u>

EXPENDITURES

Current	
Payroll	24,632
Management services	32,411
McDowell dam	242,064
Projects	3,696,581
Drainage complaints	49,313
Legal fees	20,968
Engineering administration	14,000
Miscellaneous	19,612
Debt service	
Principal	51,000
Interest	22,083
Total expenditures	<u>4,172,664</u>
Net change in fund balance	(1,422,783)
Fund balance - January 1	<u>2,130,337</u>
Fund balance - December 31	<u>\$ 707,554</u>

The notes to the financial statements are an integral part of this statement.

BURLEIGH COUNTY WATER RESOURCE DISTRICT

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds
to the Statement of Activities
For the Year Ended December 31, 2019

Net Change in Fund Balance - Total Governmental Funds	\$ (1,422,783)
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Amount reported for governmental activities in the
Statement of Activities are different because:

Governmental funds report capital outlays as
expenditures. However, in the Statement of Activities,
the cost of those assets is allocated over their
estimated useful lives as depreciation expense. This
is the amount by which capital outlays exceeded
depreciation in the current period.

Capital outlay expense	\$ 3,631,644	
Less depreciation expense	<u>104,579</u>	
Total		3,527,065

Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long- term liabilities in the statement of net position.	51,000
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Bond discounts are amortized over the life of the bond as interest expense using the straight-line method.	(665)
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Some expenses reported in the statement of activities
do not require the use of current financial resources
and are not reported as expenditures in governmental
funds.

Net increase in retainage payable	(36,809)
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Some revenues reported on the statement of activities
are not reported as revenues in the governmental
funds since they do not represent available resources
to pay current expenditures.

Net increase in taxes receivable	<u>3,285</u>
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Change in Net Position of Governmental Activities	<u>\$ 2,121,093</u>
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The notes to the financial statements are an integral part of this statement.

BURLEIGH COUNTY WATER RESOURCE DISTRICT

Notes to the Financial Statements
For the Year Ended December 31, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Burleigh County Water Resource District ("District") have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governments. The Governmental Accounting Standards Board (GASB) is the accepted setting body for establishing governmental accounting and financial reporting principles. The more significant of the District's accounting policies are described below.

Financial Reporting Entity

The accompanying financial statements present the activities of the Burleigh County Water Resource District. The District has considered all potential component units for which the District is financially accountable and other organizations for which the nature and significance of their relationships with the District are such that exclusion would cause the District's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body and (1) the ability of the District to impose its will on that organization or (2) the potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the District.

Based on these criteria, there are no component units within the Burleigh County Water Resource District as a reporting entity.

Basis of Presentation

Government-wide statements. The statement of net position and the statement of activities display information about the primary government. These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities. Governmental activities generally are financed through taxes, intergovernmental revenues, service charges, and other non-exchange transactions.

The statement of activities presents a comparison between direct expenses and program revenues for each function of the District's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) fees and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, interest, and non-restricted grants and contributions, are presented as general revenues.

Fund Financial Statements. The fund financial statements provide information about the District's fund. Separate statements are provided for the governmental fund. The emphasis of fund financial statements is on the major governmental fund.

The District reports the following major governmental fund:

General Fund: This is the District's primary operating fund. It accounts for all financial resources of the general government.

Measurement Focus / Basis of Accounting

Government-wide Financial Statements: The government-wide financial statements are reported using the economic resources measurement focus. The government-wide financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Non-exchange transactions, in which the District gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental Fund Financial Statements: The governmental fund is reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. All revenues are considered to be susceptible to accrual. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on long-term debt, and claims and judgments, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of long-term debt and acquisitions under capital leases are reported as other financing sources.

Under the terms of grant agreements, the District funds certain programs by a combination of specific cost-reimbursement grants and general revenues. Thus, when program expenses are incurred, there is both restricted and unrestricted net position available to finance the program. It is the District's policy to first apply cost-reimbursement grant resources to such programs, and then by general revenues.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Cash

Cash consists of amounts in demand deposits and money market accounts.

Taxes Receivable

The taxes receivable consist of uncollected and collected but not remitted, property taxes as of December 31, 2019 for both current and prior years.

Capital Assets

Capital assets include property, plant, and equipment. Assets are reported in the governmental activities column in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Interest incurred during the construction phase of capital assets is not capitalized.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	50
Equipment	10
Land & Land Improvements	INDEFINITE
Infrastructure	10 - 50
Vehicles	5
Office Equipment	3
Major Projects	50

Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the governmental activities statement of net position.

In the fund financial statements, the face amount of the debt is reported as other financing sources. When applicable, premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs are reported as debt service expenditures. Issuance costs are reported as debt service expenditures.

Fund Balance Classifications

It is the policy of the District to spend restricted resources first, followed by unrestricted resources. It is also the policy of the Board to spend unrestricted resources of funds in the following order: committed, assigned and then unassigned.

Restricted Fund Balances. Restricted fund balances are shown by primary function on the balance sheet. Restricted fund balances are restricted by tax levies (enabling legislation) and by outside 3rd parties (state and federal governments for various grants & reimbursements).

Committed – These amounts can only be used for specific purposes pursuant to constraints imposed by formal resolutions or ordinances of the board of commissioners-the District's highest level of decision-making authority. Those committed amounts cannot be used for any other purpose unless the board of commissioners removes the specified use by taking the same type of action imposing the commitment. This classification also includes contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements.

Assigned – This classification reflects the amounts constrained by the District's "intent" to be used for specific purposes but are neither restricted nor committed.

Unassigned – This fund balance is the residual classification for the General Fund. It is also used to report negative fund balances in other governmental funds.

Net Position

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Net investment in capital assets is reported for capital assets less accumulated depreciation, as well as net of any related debt to purchase or finance the capital assets. These assets are not available for future spending.

Restrictions of net position in the statement of net position are due to restricted tax levies and restricted federal & state grants/reimbursements.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 2 EXCESS OF EXPENDITURES OVER APPROPRIATIONS

The District's expenditures exceeded appropriations by \$3,345,589 as of December 31, 2019.

NOTE 3 DEPOSITS

Credit risk is the risk associated with the failure of a depository institution. In the event of a depository financial institution's failure, the District would not be able to recover the deposits or collateralized securities that are in the possession of the outside parties. The District does not have a formal policy regarding deposits that limits the amount it may invest in any one issuer.

In accordance with North Dakota Statutes, deposits must either be deposited with the Bank of North Dakota or in other financial institution situated and doing business within the state. Deposits, other than with the Bank of North Dakota, must be fully insured or bonded. In lieu of a bond, a financial institution may provide a pledge of securities equal to 110% of the deposits not covered by insurance or bonds.

Authorized collateral includes bills, notes, or bonds issued by the United States government, its agencies or instrumentalities, all bonds and notes guaranteed by the United States government, federal land bank bonds, bonds, notes, warrants, certificates of indebtedness, insured certificates of deposit, shares of investment companies registered under the Investment Companies Act of 1940, and all other forms of securities issued by the State of North Dakota, its boards, agencies or instrumentalities or by any county, city, township, school district, park district, or other political subdivision of the state of North Dakota. Whether payable from special revenues or supported by the full faith and credit of the issuing body and bonds issued by another state of the United States or such other securities approved by the banking board.

At year ended December 31, 2019, the District's carrying amount of deposits totaled \$739,864, and the bank balances totaled \$740,404. Of the bank balances, \$500,000 was covered by Federal Depository Insurance. The remaining bank balances were collateralized with securities held by the pledging financial institution's agent in the government's name.

NOTE 4 PROPERTY TAXES

Property taxes are levied as of January 1. The property taxes attach as an enforceable lien on property on January 1. The tax levy may be paid in two installments: the first installment includes one-half of the real estate taxes and all the special assessments; the second installment is the balance of the real estate taxes. The first installment is due by March 1 and the second installment is due by October 15. A 5% discount is allowed if all taxes and special assessments are paid by February 15. After the due dates, the bill becomes delinquent and penalties are assessed.

NOTE 5 CAPITAL ASSETS

The following is a summary of changes in capital assets for the year ended December 31, 2019:

	Balance January 1	Additions	Decreases	Balance December 31
Capital assets not being depreciated:				
Land	\$ 112,481	\$ -	\$ -	\$ 112,481
Construction in progress	1,015,599	3,631,644	-	4,647,243
Total capital assets not being depreciated	1,128,080	3,631,644	-	4,759,724
Capital assets being depreciated:				
Infrastructure	1,608,191	-	-	1,608,191
Land improvements	1,810,033	-	-	1,810,033
Buildings	187,660	-	-	187,660
Office furniture & equipment	144,209	-	-	144,209
Total capital assets being depreciated	3,750,093	-	-	3,750,093
Less accumulated depreciation:				
Infrastructure	133,695	38,077	-	171,772
Land improvements	873,843	57,723	-	931,566
Buildings	148,033	1,561	-	149,594
Office furniture & equipment	100,251	7,218	-	107,469
Total accumulated depreciation	1,255,822	104,579	-	1,360,401
Total capital assets being depreciated, net	2,494,271	(104,579)	-	2,389,692
Total capital assets, net	\$ 3,622,351	\$ 3,527,065	\$ -	\$ 7,149,416

Depreciation expense of \$104,579 was charged to conservation of natural resources

NOTE 6 LONG-TERM LIABILITIES

Debt Outstanding

The long-term liability obligations of the District are as follows:

	<u>Outstanding 12/31/19</u>
Loan Payable:	
\$239,026 Improvement Bonds, dated January 14, 2013. The bonds are payable in variable annual principal and semi-annual interest payments at 2.50% through September 1, 2032.	\$ 170,000
Bonds Payable:	
\$360,000 Refunding Improvement Bonds, Series 2016 dated March 1, 2016. The bonds are payable in variable annual principal and semi-annual interest payments at 2.00% to 3.00% through May 1, 2035.	\$ 310,000
\$395,000 Refunding Improvement Bonds, Series 2017 dated October 11, 2017. The bonds are payable in variable annual principal and semi-annual interest payments at 2.50% through May 1, 2032.	<u>360,000</u>
Total	<u><u>\$ 670,000</u></u>

Changes in Long-Term Liabilities

During the year ended December 31, 2019, the following changes occurred in liabilities reported in the Statement of Net Position:

	<u>Balance January 1</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balance December 31</u>	<u>Due Within One Year</u>
Long Term Debt:					
Loans Payable	\$ 181,000	\$ -	\$ 11,000	\$ 170,000	\$ 10,000
Bonds Payable	710,000	-	40,000	670,000	40,000
Bond Discount	(10,120)	-	(665)	(9,455)	(665)
Total Long Term Debt	<u>\$ 880,880</u>	<u>-</u>	<u>\$ 50,335</u>	<u>\$ 830,545</u>	<u>\$ 49,335</u>

Debt Service requirement on long-term debt at December 31, 2019 are as follows:

Year Ending December 31	Loans Payable		Bonds Payable		Bond
	Principal	Interest	Principal	Interest	Discount
2020	\$ 10,000	\$ 4,250	\$ 40,000	\$ 16,637	\$ 665
2021	10,000	4,000	40,000	15,713	665
2022	10,000	3,750	40,000	14,787	665
2023	10,000	3,500	40,000	13,863	665
2024	10,000	3,250	45,000	12,888	665
2025 - 2029	75,000	11,250	240,000	47,600	3,325
2030 - 2034	45,000	2,250	200,000	15,613	2,805
2035	-	-	25,000	375	-
Total	<u>\$ 170,000</u>	<u>\$ 32,250</u>	<u>\$ 670,000</u>	<u>\$ 137,475</u>	<u>\$ 9,455</u>

NOTE 7 RISK MANAGEMENT

The District is exposed to various risks of loss relating to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

In 1986, state agencies and political subdivisions of the state of North Dakota joined together to form the North Dakota Insurance Reserve Fund (NDIRF), a public entity risk pool currently operating as a common risk management and insurance program for the state and over 2,000 political subdivisions. The District pays an annual premium to NDIRF for liability coverage. The coverage by NDIRF is limited to losses of \$1,000,000.

The District also participates in the North Dakota Fire and Tornado Fund and the State Bonding Fund. The District pays an annual premium to the Fire and Tornado Fund to cover property damage to buildings and personal property. Replacement cost coverage is provided by estimating replacement cost in consultation with the Fire and Tornado Fund. The Fire and Tornado Fund is reinsured by a third-party insurance carrier for losses in excess of two million dollars per occurrence during a 12-month period. The State Bonding Fund currently provides political subdivision with blanket fidelity bond coverage in the amount of \$366,000 for its employees. The State Bonding Fund does not currently charge any premium for this coverage.

NOTE 8 COMMITMENTS

As of December 31, 2019, the District has the following outstanding commitment for on-going capital projects.

Fox Island	\$184,296
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NOTE 9 TAX ABATEMENTS

Burleigh County and political subdivisions within the County can negotiate property tax abatement agreements with individuals and various commercial entities/businesses. Burleigh County and the political subdivisions within have the following types of tax abatement agreements with various individuals and commercial entities at December 31, 2019.

The District will state individually the parties whom received a benefit of the reduction in taxes of 20% or greater when compared to the total reduction of taxes for all tax abatement programs.

Charitable Organization

Under NDCC §57-02-08(8), buildings belonging to institutions of public charity, including public hospitals and nursing homes licensed pursuant to NDCC §23-16-01 under the control of religious or charitable institutions, used wholly or in part for public charity, together with the land actually occupied by such institutions not leased or otherwise used with a view to profit is exempt.

Under this program, there was a total reduction in property taxes of \$32,365, which was due to agreements with other local governments.

BURLEIGH COUNTY WATER RESOURCE DISTRICT

Budgetary Comparison Schedule – General Fund

For the Year Ended December 31, 2019

	Original & Final Budget	Actual	Variance with Budget
<u>Revenue:</u>			
Taxes	\$ 755,000	\$ 838,953	\$ 83,953
Intergovernmental	54,000	1,863,406	1,809,406
Interest	100	3,956	3,856
Miscellaneous	17,975	43,566	25,591
Total revenues	827,075	2,749,881	1,922,806
<u>Expenditures:</u>			
Current			
Payroll	33,000	24,632	8,368
Management services	25,000	32,411	(7,411)
McDowell Dam	299,025	242,064	56,961
McDowell Dam - capital improvements	145,000	-	145,000
Projects	129,750	3,696,581	(3,566,831)
Drainage complaints	50,000	49,313	687
Legal fees	24,000	20,968	3,032
Engineering administration	20,000	14,000	6,000
Miscellaneous	101,300	19,612	81,688
Debt service			
Principal	-	51,000	(51,000)
Interest	-	22,083	(22,083)
Total expenditures	827,075	4,172,664	(3,345,589)
Revenues over expenditures	\$ -	(1,422,783)	<u>\$ (1,422,783)</u>
Fund balance - January 1		2,130,337	
Fund balance - December 31		<u>\$ 707,554</u>	

The accompanying required supplementary information notes are an integral part of this schedule.

BURLEIGH COUNTY WATER RESOURCE DISTRICT

Notes to the Required Supplementary Information
For the Year Ended December 31, 2019

NOTE 1 STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Information

- The District's board adopts an annual budget on a basis consistent with accounting principles generally accepted in the United States for the general fund.
- The budget includes proposed expenditures and means of financing them.
- The water resource district, on or before the October meeting shall determine the amount of taxes that shall be levied for district purposes and shall levy all such taxes in specific amounts. NDCC 11-23-05
- Each budget is controlled by the operations coordinator at the revenue and expenditure function/object level.
- The current budget, except for property taxes, may be amended during the year for any revenues and appropriations not anticipated at the time the budget was prepared. NDCC 57-15-31.1
- All appropriations lapse at year-end.



REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditor's Report

Board of Commissioners
Burleigh County Water Resource District
Bismarck, North Dakota

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the major fund of Burleigh County Water Resource District as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise Burleigh County Water Resource District's basic financial statements, and have issued our report thereon dated June 22, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Burleigh County Water Resource District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Burleigh County Water Resource District's internal control. Accordingly, we do not express an opinion on the effectiveness of Burleigh County Water Resource District's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying *schedule of audit findings*, we did identify certain deficiencies in internal control that we consider to be material weaknesses.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the deficiencies described in the accompanying *schedule of audit findings* as items 2019-001 and 2019-002 to be material weaknesses.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Burleigh County Water Resource District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

BURLEIGH COUNTY WATER RESOURCE DISTRICT

Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* - Continued

Burleigh County Water Resource District's Response to Findings

Burleigh County Water Resource District's response to the findings identified in our audit is described in the accompanying *schedule of audit findings*. Burleigh County Water Resource District's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

/S/

Joshua C. Gallion
State Auditor

Bismarck, North Dakota
June 22, 2020

BURLEIGH COUNTY WATER RESOURCE DISTRICT

Summary of Auditor's Results
For the Year Ended December 31, 2019

Financial Statements

Type of Report Issued?

Governmental Activities

Major Funds

Unmodified

Unmodified

Internal control over financial reporting

Material weaknesses identified?

 X Yes None Noted

Significant deficiencies identified not considered to be material weaknesses?

 Yes X None Noted

Noncompliance material to financial statements noted?

 Yes X None Noted

BURLEIGH COUNTY WATER RESOURCE DISTRICT

Schedule of Audit Findings

For the Year Ended December 31, 2019

2019-001 LACK OF SEGREGATION OF DUTIES – MATERIAL WEAKNESS

Condition

Burleigh County Water Resource District has limited personnel responsible for most accounting functions. A lack of segregation of duties exists as limited personnel are responsible to collect and deposit monies, issue checks, send checks to vendors, record receipts disbursement in journals, maintain the general ledger, create credit memos, and perform bank reconciliations.

Criteria

Proper internal control surrounding the custody of assets, the recording of transactions, reconciling bank accounts and preparation of financial statements dictates there should be sufficient accounting personnel, so duties of employees are properly segregated. The segregation of duties would provide better control over the assets of the WRD.

Cause

The Burleigh County Water Resource District has no full-time staff. They outsource their secretarial and bookkeeping duties to Personalized Management Services Inc. Personalized Management Services has limited staff which makes segregating duties difficult.

Effect

Limited segregation of duties exposes the District to risk of loss of assets, potential liabilities, and damage to the reputation, whether due to error or fraud.

Prior Recommendation

Yes.

Recommendation

To mitigate the risk associated with this lack of segregation of duties, we recommend the following:

- Financial statements, credit memos, and payroll registers should be reviewed, analyzed, and spot-checked by a responsible official.
- Where possible, segregate the functions of approval, posting, custody of assets, and reconciliation as they relate to any amounts which impact the financial statements.

Burleigh County Water Resource District's Response

Agree. The Burleigh County Water Resource District agrees and will segregate duties as it becomes feasible.

2019-002 FRAUD RISK ASSESSMENT – MATERIAL WEAKNESS

Condition

Burleigh County Water Resource District does not currently prepare a fraud risk assessment of the entire entity.

Effect

If Burleigh County Water Resource District does not prepare an adequate fraud risk assessment, there is an increased risk of fraudulent financial reporting, asset misappropriation, and corruption.

Cause

Burleigh County Water Resource District has limited amount of staff and decided it was not necessary to implement at this date.

Criteria

Fraud risk governance is a key component of entity-wide governance and the internal control environment according to the Committee of Sponsoring Organizations of the Treadway Commission (COSO) framework principles. This entity-wide governance addresses the manner in which the board of directors and management meet their respective obligations to achieve the entities goals in reporting, reliance, and accountability.

Prior Recommendation

Yes.

Recommendation

We recommend Burleigh County Water Resource District prepare a fraud risk assessment in order to identify areas of concern within entity to appropriately mitigate the risk of fraudulent financial reporting, misappropriation of assets, and corruption.

Burleigh County Water Resource District's Response

Agree, Burleigh County Water Resource District will consider preparing a fraud risk assessment in the future.

STATE AUDITOR
Joshua C. Gallion



PHONE
701-328-2241

FAX
701-328-2345

www.nd.gov/auditor

STATE OF NORTH DAKOTA
OFFICE OF THE STATE AUDITOR
STATE CAPITOL
600 E. Boulevard Ave. Dept. 117
Bismarck, North Dakota, 58505

ndsao@nd.gov

GOVERNANCE COMMUNICATION

Board of Commissioners
Burleigh County Water Resource District
Bismarck, North Dakota

We have audited the financial statements of the governmental activities and the major fund of Burleigh County Water Resource District, North Dakota, for the year ended December 31, 2019 which collectively comprise Burleigh County Water Resource District's basic financial statements, and have issued our report thereon dated June 22, 2020. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility Under Auditing Standards Generally Accepted in The United States of America, Government Auditing Standards and by the Uniform Guidance

As stated in our engagement letter dated April 15, 2020, our responsibility, as described by professional standards, is to plan and perform our audit to obtain reasonable, but not absolute, assurance about whether the basic financial statements are free of material misstatement. Because of the concept of reasonable assurance and because we did not perform a detailed examination of all transactions, there is a risk that material errors, or fraud may exist and not be detected by us.

In planning and performing our audit, we considered Burleigh County Water Resource District's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the basic financial statements and not to provide an opinion on internal control over financial reporting.

As part of obtaining reasonable assurance about whether Burleigh County Water Resource District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit.

Significant Accounting Policies/Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by Burleigh County Water Resource District are described in Note 1 to the financial statements. Application of existing policies was not changed during the year ended December 31, 2019. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements presented by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements is useful lives of capital assets.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and report them to the appropriate level of management. None of the misstatements detected as a result of audit procedures were material, either individually or in the aggregate, to the financial statements as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, or reporting matter that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 22, 2020.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the Board of Commissioners and management of Burleigh County Water Resource District, and is not intended to be, and should not be, used for any other purpose. We would be happy to meet with you and any member of your staff to discuss any of the items in this letter in more detail if you so desire.

Thank you and the employees of Burleigh County Water Resource District for the courteous and friendly assistance we received during the course of our audit. It is a pleasure for us to be able to serve Burleigh County Water Resource District.

/S/

Joshua C. Gallion
State Auditor

Bismarck, North Dakota
June 22, 2020



Office of the
State Auditor

NORTH DAKOTA STATE AUDITOR
JOSHUA C. GALLION

NORTH DAKOTA STATE AUDITOR'S OFFICE

600 E. Boulevard Ave. Dept. 117 | Bismarck, North Dakota 58505

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**APPENDIX C–
LEGAL OPINION**

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December 15, 2020

Water Resource Board
Burleigh County Water Resource District
1720 Burnt Boat Drive, Suite 205
Bismarck, ND 58503

Colliers Securities LLC
90 South 7th Street, Suite 4500
Minneapolis, MN 55402

\$1,415,000
BURLEIGH COUNTY WATER RESOURCE DISTRICT
REFUNDING IMPROVEMENT BONDS, SERIES 2020

We have acted as bond counsel to the Burleigh County Water Resource District, Burleigh County, North Dakota (the "**Issuer**") in connection with the issuance by the Issuer of \$1,415,000 Refunding Improvement Bonds, Series 2020 dated December 15, 2020 (the "**Bonds**"). The Bonds are issued pursuant to North Dakota Century Code ("**N.D.C.C.**") Chapter 61-16.1 and authorizing resolutions of the Issuer adopted _____, 2020. In such capacity, we have examined such law and such certified proceedings, certifications, and other documents as we have deemed necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify such facts by independent investigation.

We have not been engaged or undertaken to review the accuracy, completeness, or sufficiency of the official statement or other offering material relating to the Bonds (except to the extent, if any, stated in the official statement) and we express no opinion relating thereto (excepting only the matters set forth as our opinion in the official statement).

Based on our examination, we are of the opinion that, under existing law:

1. The Bonds are valid and binding obligations of the Issuer.
2. The Bonds, unless paid from other sources, are payable as to both principal and interest from the 2020 Refunding Improvement Bond Fund to which the Issuer has validly appropriated an improvement warrant heretofore duly issued for the financing of improvements in Fox Island Flood Control Project of the Issuer and the special assessments and other funds heretofore appropriated for the payment of such warrant and improvements. The Issuer shall prepare and file with the County Auditor/Treasurer of Burleigh County on or before February 1 of each year a complete statement of the condition and resources of the Bond Fund; that in February of each year the Board of County Commissioners of Burleigh County is required by Section 61-16.1-25, N.D.C.C. to review such statement and determine whether there has been or will likely occur a default in the financial obligations secured by the Bond Fund coming due in the next thirteen (13)

months; and that if such a determination is made, the Board of County Commissioners shall pay from the General Fund, or levy a general property tax upon all taxable property within the County, unlimited as to rate or amount to produce an amount which will be sufficient, along with the funds in the Bond Fund to equal 100% of the principal and interest coming due on the Bonds within the next thirteen (13) months.

3. The Bonds were issued for the purpose of refunding a warrant issued for the purpose of financing necessary local improvements benefitting the properties in the Fox Island Flood Control Project of the Issuer; and to equalize the general tax which the Issuer may become obligated to levy to discharge any deficiency in the improvement district fund.
4. The Bonds are qualified tax-exempt obligations designated by the Issuer for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended (the "**Code**").
5. Interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has covenanted to comply with all such requirements. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.
6. The interest on the Bonds is excluded from gross income of the recipient for State of North Dakota income tax purposes.

It is to be understood that the rights of the holders of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Sincerely,

ARNTSON STEWART WEGNER PC

APPENDIX D- CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (the "**Disclosure Certificate**") is made and entered into as of December 1, 2020, by Burleigh County Water Resource District, North Dakota (the "**Issuer**"), in connection with the issuance of the Issuer's \$1,415,000 Refunding Improvement Bonds, Series 2020 (the "**Bonds**"). The Bonds are being issued pursuant to a Resolution adopted _____, 2020 (the "**Resolution**"). Pursuant to the Resolution, the Issuer covenants and agrees as follows:

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Bondholders and in order to assist the Participating Underwriters in complying with the Rule (defined below).

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Resolution, which apply to any capitalized term use in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the Issuer pursuant to and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Disclosure Representative" means the Secretary of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent, if any, from time to time.

"Dissemination Agent" means any Dissemination Agent appointed hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access (EMMA®) system maintained by the Municipal Securities Rulemaking Board.

"Final Official Statement" means the deemed final official statement dated December 3, 2020, which constitutes the final official statement delivered in connection with the Bonds, which is available from the MSRB.

"Financial Obligation" means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of a debt obligation or derivative instrument. Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Financial Statements" means audited general purpose financial statements of the Issuer prepared in accordance with generally accepted accounting principles, or if unavailable, unaudited financial statements presented in a manner consistent with the Issuer's accounting procedures. If unaudited financial statements are provided, audited financial statements will be provided when and if available.

"Fiscal Year" means the fiscal year of the Issuer.

“MSRB” means the Municipal Securities Rulemaking Board located at 1150 18th Street NW, Suite 400, Washington, DC 20036.

“Owner” means the person in whose name the Bond is registered or a beneficial owner of such Bond.

“Participating Underwriters” means the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Repository” means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (EMMA®) system or any other nationally recognized municipal securities information repository recognized from time to time by the SEC for purposes of the Rule.

“Rule” means Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1935, as the same may be amended from time to time, and including written interpretations thereof by the SEC.

“SEC” means the Securities and Exchange Commission.

“Specific Event” means any of the events listed in Section 5(a) of this Disclosure Certificate.

SECTION 3. PROVISION OF ANNUAL REPORTS. The Issuer shall, or shall cause the Dissemination Agent to, not later than three hundred sixty five (365) days after the end of each Fiscal Year, commencing with the Fiscal Year ending December 31, 2020, provide to each Repository or to the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (EMMA®) an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Not later than fifteen (15) Business Days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent, if any. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided, that the Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report.

If the Dissemination Agent is unable to verify that an Annual Report has been provided to the Repositories by the date required in subsection (a), the Dissemination Agent shall send a notice to each Repository of the MSRB in substantially the form attached as Exhibit A.

SECTION 4. CONTENT OF ANNUAL REPORTS. The Issuer’s Annual Report shall contain or incorporate by reference the following:

- (a) audited Financial Statements; and
- (b) updated information contained in the Final Official Statement as listed in Exhibit B to this Disclosure Certificate.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been filed with each of the Repositories or the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

SECTION 5. REPORTING OF SPECIFIED EVENTS.

(a) The Issuer shall also provide in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the following events or conditions of which any of its Board Members or employees has actual knowledge:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties (the Bond issue has no debt service reserve);

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the Bonds;

(vii) Modifications to rights of Owners of the Bonds, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar events of the Issuer;

(xiii) The consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar

terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) Unless otherwise required by law, the Issuer shall provide notices of Specified Events required by this Section to the Repository.

SECTION 6. TERMINATION OF REPORTING OBLIGATION. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 7. DISSEMINATION AGENT. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. If at any time there is no other designated Dissemination Agent, the Secretary of the Issuer shall be the Dissemination Agent.

SECTION 8. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Certificate, the Issuer and the Dissemination Agent may amend this Disclosure Certificate (and the Dissemination Agent shall agree to any amendment so requested by the Issuer) and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Dissemination Agent to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Specified Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Specified Event, in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Specified Event.

SECTION 10. DEFAULT. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Certificate, the Dissemination Agent may (and, at the request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount of Outstanding Bonds, shall), or any Bondholder, including beneficial owners, may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters, and Holders, including beneficial owners, from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. COUNTERPARTS. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Issuer has caused this Disclosure Certificate to be executed by their duly authorized officers, all as of the date first above written.

BURLEIGH COUNTY
WATER RESOURCE DISTRICT

Attest:

Chairman, Water Resource Board

Secretary

EXHIBIT A

**NOTICE TO REPOSITORIES
OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: Burleigh County Water Resource District, North Dakota

Name of Bond Issue: Refunding Improvement Bonds, Series 2020

Date of Issuance: December 15, 2020

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named bonds as required by Section ____ of the Resolution adopted _____, 2020. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____.

_____,
on behalf of the Issuer

cc: Issuer

EXHIBIT B

APPENDIX A	Bond Debt
APPENDIX A	Property Valuations
APPENDIX A	Tax Levies and Collections



**BURLEIGH COUNTY WATER RESOURCE DISTRICT
NORTH DAKOTA
\$1,415,000 Refunding Improvement Bonds, Series 2020**

Closing Memorandum

To: ISSUER
James Landenberger (701)-222-3499 (p)
Manager (f)
Burleigh County Water Resource District james.landenberger@bartwest.com (e)
1926 Frontier Drive, Suite B
Bismarck, ND 58504

Tracie Day (701)-222-3499 (p)
Secretary (f)
Burleigh County Water Resource District BCWRD@midco.net (e)
1926 Frontier Drive, Suite B
Bismarck, ND 58504

BOND COUNSEL
Scott D. Wegner (701) 255-1008 (p)
Attorney (f)
Arntson Stewart Wegner PC swegner@aswbondlaw.com (e)
3801 Lockport Street, Suite 2
Bismarck, ND 58503-5576

REGISTRAR / PAYING AGENT
Carrie Willits (701) 328-5612 (p)
Trust Associate (701) 328-5793 (f)
Bank of North Dakota cwillits@nd.gov (e)
1200 Memorial Hwy
PO Box 5509
Bismarck, ND 58506-5509

OPERATIONS AGENT
Bonnie Seichter (612) 376-4084 (p)
Andrea McLaughlin (612) 376-4094 (p)
Colliers Securities (612) 376-4048 (f)
90 South Seventh Street, Suite 4300
Minneapolis, Minnesota 55402-4114

FROM: UNDERWRITER
Mike Manstrom (701) 222-1616 (p)
Vice President (701) 222-4455 (f)
Colliers Securities mike.manstrom@colliers.com (e)
120 North 3rd Street, Suite 125
Bismarck, ND 58501



Closing: It is expected that closing will occur by mail and that closing will be Tuesday, December 15, 2020.

Transfer of Funds: At the opening of business on Tuesday, December 15, 2020, Colliers Securities LLC will transfer to American Bank Center an amount equal to **\$1,397,312.50** which represents the par amount of the bonds (\$1,415,000.00), minus the underwriter's discount (\$17,687.50). After funds are received by the Issuer and Bond Counsel has received the closing documents, the Registrar will release the bonds from DTC for credit to Colliers Securities LLC's account.

WIRING INSTRUCTIONS FOR THE DISTRICT

American Bank Center
ABA: 091310615
Acct Name: BCWRD (Burleigh County Water Resource District)
Account #: 13000484

Wire Amount: \$1,397,312.50



3712 Lockport Street
Bismarck, North Dakota 58503-5535
www.houstoneng.com
701-323-0200 (phone)
701-323-0300 (fax)

Date: 12.08.2020
Project No. P106025-0006
Re: Burleigh County WRD – Fox Island
Bond Documents

LETTER OF TRANSMITTAL

To: Scott Wegner
Company: Arntson Stewart Wegner PC
Address: 3811 Lockport Street, Suite 3
City, State, Zip Bismarck, ND 58503-5554

We are sending you:

☐ Review Copies ☐ Check Prints ☐ Preliminary Plans ☐ Final Plans

COPIES	DESCRIPTION
1	Enclosed are the following documents for the Fox Island Bond Financing signed.

These are transmitted as checked below:

☒ As Requested ☐ For Approval ☐ For Your Use ☐ Please Review & Comment

☐ Please Return Signed Copy

Remarks:

Scott,

Enclosed please find the requested documents signed by Vice Chairman Reep and Treasurer Detwiller as per your request. Please let me know if there is anything else that you need.

Michael Gunsch

Copy to: HEI File, BCWRD Signed: Connie

If enclosures are not as noted, kindly notify us at once.

ARNTSON STEWART WEGNER PC

ATTORNEYS AT LAW

JON M. ARNTSON*
JAMES H. STEWART
3101 Broadway North, Suite B
Fargo, ND 58102-1485
(701) 280-0195

*Also licensed in Minnesota

SCOTT D. WEGNER**
3811 Lockport Street, Suite 3
Bismarck, ND 58503-5554
(701) 255-1008

**Also licensed in Minnesota and South Dakota

December 3, 2020

Michael H. Gunsch, P.E.
Houston Engineering, Inc.
3712 Lockport Street
Bismarck, ND 58503

Re: Burleigh County WRD – Fox Island Bond Documents

Dear Michael:

Please find enclosed the following closing documents for the Fox Island bond financing:

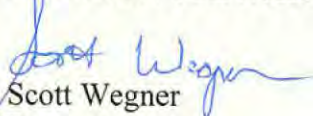
1. IRS Form 8038-G
2. Book of Registry
3. Affidavit as to Signatures
4. Definitive Improvement Warrant
5. Continuing Disclosure Certificate
6. Paying Agent Agreement
7. Closing Certificate
8. Tax Certificate

Please have the documents signed by Vice Chairman Reep and Secretary/Treasurer Detwiller, and return to our office prior to the December 15 closing date.

Please contact me with any questions. Thank you.

Sincerely,

ARNTSON STEWART WEGNER PC


Scott Wegner
Enc.

Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Burleigh County Water Resource District		2 Issuer's employer identification number (EIN) 45-6002204	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 1720 Burnt Boat Drive	Room/suite 205	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Bismarck, ND 58503		7 Date of issue 12/15/2020	
8 Name of issue Refunding Improvement Bonds, Series 2020		9 CUSIP number 12137A AW8	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Dennis Reep, Vice Chairman		10b Telephone number of officer or other employee shown on 10a 701.222.3499	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	1,415,000
18 Other. Describe ►	18	
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>		
b If bonds are BANs, check only box 19b <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	05/01/2040	\$ 1,415,000	\$ 1,415,000	10.236 years	1.4827 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	1,415,000
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	26,942
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	
29 Total (add lines 24 through 28)	29	26,942
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	1,388,058

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☒ and enter the amount of reimbursement ► **1,388,058**
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) **12/22/2016**

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

 Signature of issuer's authorized representative

Date

Dennis Reep, Vice Chairman

Type or print name and title

Paid Preparer Use Only

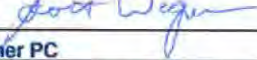
Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed



PTIN

Scott Wegner**12-3-20****P01230657**Firm's name ► **Arntson Stewart Wegner PC**Firm's EIN ► **27-4397059**Firm's address ► **3811 Lockport Street, Ste 3, Bismarck, ND 58503**Phone no. **701.255.1008**

\$1,415,000
BURLEIGH COUNTY WATER RESOURCE DISTRICT
FOX ISLAND FLOOD CONTROL PROJECT
DEFINITIVE IMPROVEMENT WARRANT, SERIES 2020


BOOK OF REGISTRY

WARRANT DESCRIPTION	
DATED:	December 15, 2020
AMOUNT:	\$1,415,000
PRINCIPAL AND INTEREST MATURITIES AND DUE DATES:	See Warrant Resolution

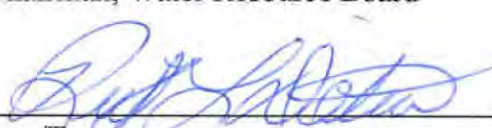
REGISTRATION		
DATE OF REGISTRATION/TRANSFER	REGISTERED OWNER	SIGNATURE OF REGISTRAR
December 15, 2020	Colliers Securities LLC	 Secretary/Treasurer
December 15, 2020	Burleigh County WRD Refunding Improvement Bonds, Series 2020 Fund	 Secretary/Treasurer

**AFFIDAVIT AS TO SIGNATURES OF
WATER RESOURCE DISTRICT OFFICERS**

Affiants, being first duly sworn upon oath, depose and say that affiant, Dennis Reep, is duly qualified and acting as Vice Chairman of the Water Resource Board and affiant, Rick Detwiller, is duly qualified and acting as Secretary/Treasurer of the Burleigh County Water Resource District; that in such capacities, respectively, affiants have been authorized to execute \$1,415,000 Refunding Improvement Bonds, Series 2020 of the District, dated December 15, 2020; that the signatures subscribed to this affidavit are the proper signatures of affiants as such Vice Chairman and Secretary/Treasurer, respectively; that all facsimile signatures affixed to said Bonds are true and correct engraved, printed, or stamped facsimiles of affiants' proper signatures; and that a duplicate original of this affidavit has been filed with the undersigned City Auditor.

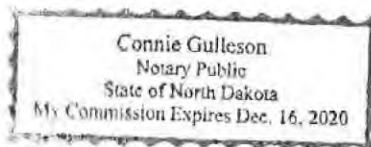


Vice Chairman, Water Resource Board

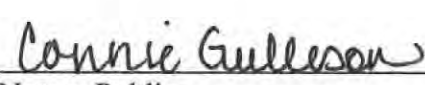


Secretary/Treasurer

Subscribed and sworn to before me this 8th day of December, 2020.



(SEAL)



Notary Public
Burleigh County, ND

BURLEIGH COUNTY WATER RESOURCE DISTRICT
BURLEIGH COUNTY, NORTH DAKOTA

**DEFINITIVE IMPROVEMENT WARRANT, SERIES 2020
FOX ISLAND FLOOD CONTROL PROJECT**

Principal Amount: One Million Four Hundred Fifteen Thousand Dollars (\$1,415,000)

Registered Holder: Colliers Securities LLC
Minneapolis, Minnesota

<u>Dated Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
December 15, 2020	May 1, 2040	See Schedule on Reverse

<u>Interest Payment Dates</u>	<u>Initial Interest Payment Date</u>	<u>Registrar/Paying Agent</u>
May 1 and November 1	May 1, 2021	Secretary/Treasurer

BURLEIGH COUNTY WATER RESOURCE DISTRICT, BURLEIGH COUNTY, NORTH DAKOTA (the "Issuer"), a political subdivision of and existing under and pursuant to the laws of the State of North Dakota acknowledges itself indebted and for value received promises to pay to the Registered Holder, or registered assign, the principal installments set forth on the reverse hereof and on the Maturity Date, unless redeemed prior thereto as provided in the Warrant Resolution (the "Resolution") adopted by the Water Resource Board on November 18, 2020, at which time interest shall cease to accrue provided money for such redemption is on deposit with the Paying Agent, and to pay interest on the Principal Amount at the Interest Rates show opposite each principal installment from the Dated Date to the Initial Interest Payment Date and on each Interest Payment Date thereafter including the Maturity Date. The principal installments of and interest on this Warrant are payable in lawful money of the United States of America by check or draft mailed or delivered to the registered owner hereof as the registered owner's address appears on the book of registry at the office of the Registrar and Paying Agent.

This definitive improvement warrant is a duly authorized warrant of the Issuer (the "Warrant") issued by the Issuer in the principal amount of \$1,415,000 under and pursuant to North Dakota Century Code Chapter 61-16.1 and the Resolution. The Warrant is issued on a special fund and represents a portion of the cost of improvements for Fox Island Flood Control Project (the "District"). This Warrant may be exchanged for Refunding Improvement Bonds, Series 2020 at the option of the registered owner. Capitalized terms used herein which are not specifically defined herein shall have the same meanings given to such terms in the Resolution. A copy of the Resolution is on file in the office of the Secretary in Bismarck, North Dakota.

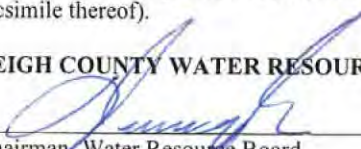
The Warrant:

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

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

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

BURLEIGH COUNTY WATER RESOURCE DISTRICT


Vice Chairman, Water Resource Board

ATTEST:


Secretary/Treasurer

SINKING FUND INSTALLMENTS

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2021	\$75,000	0.500%	2031	\$70,000	1.40%
2022	\$65,000	0.500%	2032	\$70,000	1.40%
2023	\$65,000	0.500%	2033	\$70,000	1.40%
2024	\$65,000	0.500%	2034	\$75,000	1.40%
2025	\$65,000	0.500%	2035	\$75,000	1.40%
2026	\$65,000	1.00%	2036	\$75,000	1.85%
2027	\$65,000	1.00%	2037	\$75,000	1.85%
2028	\$65,000	1.00%	2038	\$80,000	1.85%
2029	\$65,000	1.00%	2039	\$80,000	1.85%
2030	\$70,000	1.00%	2040	\$80,000	1.85%

*Final Maturity

ASSIGNMENT

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

Dated: _____

By _____
Title _____

NO WRITING HEREON EXCEPT BY THE REGISTRAR

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


Date of Transfer

December 15, 2020

Registered Assign

Burleigh County Water Resource
District,
Refunding Improvement Bonds,
Series 2020 Fund

Signature of Registrar


Secretary/Treasurer

CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (the "**Disclosure Certificate**") is made and entered into as of December 1, 2020, by Burleigh County Water Resource District, North Dakota (the "**Issuer**"), in connection with the issuance of the Issuer's \$1,415,000 Refunding Improvement Bonds, Series 2020 (the "**Bonds**"). The Bonds are being issued pursuant to a Resolution adopted November 18, 2020 (the "**Resolution**"). Pursuant to the Resolution, the Issuer covenants and agrees as follows:

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Bondholders and in order to assist the Participating Underwriters in complying with the Rule (defined below).

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Resolution, which apply to any capitalized term use in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the Issuer pursuant to and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Disclosure Representative" means the Secretary of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent, if any, from time to time.

"Dissemination Agent" means any Dissemination Agent appointed hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access (EMMA®) system maintained by the Municipal Securities Rulemaking Board.

"Final Official Statement" means the deemed final official statement dated December 3, 2020, which constitutes the final official statement delivered in connection with the Bonds, which is available from the MSRB.

"Financial Obligation" means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of a debt obligation or derivative instrument. Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Financial Statements” means audited general purpose financial statements of the Issuer prepared in accordance with generally accepted accounting principles, or if unavailable, unaudited financial statements presented in a manner consistent with the Issuer's accounting procedures. If unaudited financial statements are provided, audited financial statements will be provided when and if available.

“Fiscal Year” means the fiscal year of the Issuer.

“MSRB” means the Municipal Securities Rulemaking Board located at 1150 18th Street NW, Suite 400, Washington, DC 20036.

“Owner” means the person in whose name the Bond is registered or a beneficial owner of such Bond.

“Participating Underwriters” means the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Repository” means the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA®) system or any other nationally recognized municipal securities information repository recognized from time to time by the SEC for purposes of the Rule.

“Rule” means Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1935, as the same may be amended from time to time, and including written interpretations thereof by the SEC.

“SEC” means the Securities and Exchange Commission.

“Specific Event” means any of the events listed in Section 5(a) of this Disclosure Certificate.

SECTION 3. PROVISION OF ANNUAL REPORTS. The Issuer shall, or shall cause the Dissemination Agent to, not later than three hundred sixty five (365) days after the end of each Fiscal Year, commencing with the Fiscal Year ending December 31, 2020, provide to each Repository or to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA®) an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Not later than fifteen (15) Business Days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent, if any. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided, that the Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report.

If the Dissemination Agent is unable to verify that an Annual Report has been provided to the Repositories by the date required in subsection (a), the Dissemination Agent shall send a notice to each Repository of the MSRB in substantially the form attached as Exhibit A.

SECTION 4. CONTENT OF ANNUAL REPORTS. The Issuer's Annual Report shall contain or incorporate by reference the following:

- (a) audited Financial Statements; and
- (b) updated information contained in the Final Official Statement as listed in Exhibit B to this Disclosure Certificate.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been filed with each of the Repositories or the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

SECTION 5. REPORTING OF SPECIFIED EVENTS.

(a) The Issuer shall also provide in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the following events or conditions of which any of its Board Members or employees has actual knowledge:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties (the Bond issue has no debt service reserve);
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of Owners of the Bonds, if material;

- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar events of the Issuer;
- (xiii) The consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (xv) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
- (xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) Unless otherwise required by law, the Issuer shall provide notices of Specified Events required by this Section to the Repository.

SECTION 6. TERMINATION OF REPORTING OBLIGATION. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 7. DISSEMINATION AGENT. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. If at any time there is no other designated Dissemination Agent, the Secretary of the Issuer shall be the Dissemination Agent.

SECTION 8. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Certificate, the Issuer and the Dissemination Agent may amend this Disclosure

Certificate (and the Dissemination Agent shall agree to any amendment so requested by the Issuer) and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Dissemination Agent to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Specified Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Specified Event, in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Specified Event.

SECTION 10. DEFAULT. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Certificate, the Dissemination Agent may (and, at the request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount of Outstanding Bonds, shall), or any Bondholder, including beneficial owners, may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

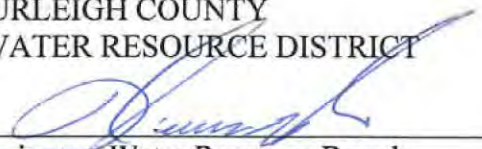
SECTION 11. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters, and Holders, including beneficial owners, from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. COUNTERPARTS. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.


IN WITNESS WHEREOF, the Issuer has caused this Disclosure Certificate to be executed by their duly authorized officers, all as of the date first above written.

BURLEIGH COUNTY
WATER RESOURCE DISTRICT



Chairman, Water Resource Board
VICE-CHAIRMAN

Attest:



Secretary - Treasurer
P

**AGREEMENT WITH
BOND REGISTRAR, PAYING AGENT AND TRANSFER AGENT**

This Agreement is entered into the date hereof between the Burleigh County Water Resource District, North Dakota (the "Issuer"), and Bank of North Dakota, Bismarck, North Dakota, as Bond Registrar, Paying Agent and Transfer Agent (the "Agent").

RECITALS:

1. Issuer has issued, as fully registered obligations, \$1,415,000 Refunding Improvement Bonds, Series 2020 dated December 15, 2020 (the "Bonds"); and
2. Agent, as a part of its business, acts as Bond Registrar, Paying Agent and Transfer Agent.

IT IS NOW, THEREFORE, AGREED, by and between the parties as follows:

1. **EMPLOYMENT.** Issuer hereby employs Agent as Bond Registrar, Paying Agent and Transfer Agent for the Bonds, and Agent hereby accepts the duties and obligations of such Bond Registrar, Paying Agent and Transfer Agent.
2. **BOND RESOLUTION INCORPORATED.** Agent agrees to act on behalf of Issuer pursuant to the terms of this Agreement, the Resolution authorizing and providing for the issuance of the Bonds, adopted November 18, 2020 (the "Resolution"), and North Dakota Century Code Chapter 21-03.1, "Registration of Public Obligations" (the "Act"). The Resolution and the terms thereof are hereby incorporated by reference into this Agreement and the provisions of this Agreement are to be construed to be consistent with the Resolution.
3. **REGISTRAR FUNCTION.** Agent shall maintain records of the identity of the owners of the Bonds in order to carry out its function as Registrar and upon request of Issuer shall, from time to time, deliver to Issuer records, documents, and other writings made or accumulated in the performance of its duties as Registrar. In such capacity, Agent is authorized at any time to register for original issue certificates representing the Bonds and not exceeding the total principal amount of the Bonds outstanding, and upon surrender of certificates for cancellation, to register new certificates for the principal amount of Bonds represented by the certificates so cancelled, and to redeliver such new certificates.
4. **TRANSFER AGENT FUNCTION.** For the purpose of the original issue of certificates, Agent is hereby directed to record and authenticate certificates signed by or bearing the facsimile signatures of the officers of Issuer authorized to sign certificates, in such names and in such amounts as Issuer may order.

Agent shall transfer upon the records of Issuer, from time to time, outstanding certificates properly endorsed and surrendered for transfer. Agent shall require reasonable assurance that such endorsements are genuine. Upon request for cancellation of such certificates, Agent shall record and authenticate new certificates and deliver the new certificates to, or upon the order of, the person entitled thereto.

5. PAYING AGENT FUNCTION. Agent is hereby authorized and shall make payments of principal and interest to the registered holders of the Bonds as follows:

(a) One business day before each payment date, Issuer will deposit with the Agent in immediately available funds such amount as is required to make such payment.

(b) On each interest payment date, Agent will pay interest to each registered owner of the Bonds by mailing a check to each owner at the owner's address as it appears upon the records of the Agent. In the event both principal and interest are due, Agent will pay such principal to the registered owner, only upon presentation and surrender of the certificate representing the principal then due, by delivering a check to the registered owner or by mailing a check to the registered owner at the owners address as it appears upon the records of the Agent. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bond shall be a Saturday, Sunday or a legal holiday or a day on which the banking institutions are authorized by law to close, then payment of interest or principal may be made on the succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption, provided, however, that payment of principal shall be made not later than the second day after receipt of the matured Bond.

(c) When the Agent shall receive notice from Issuer of its option to redeem Bonds prior to maturity, the Agent shall select the Bonds to be redeemed and give notice of the redemption thereof, all in accordance with the terms of the Bonds and the Resolution.

(d) Notwithstanding the foregoing, in the event the registered owner of all of the Bonds is Cede & Co., the nominee of The Depository Trust Company, payments of principal and interest on the Bonds may be made by wire transfer in immediately available funds.

6. FORM OF RECORDS. The records of Agent shall be in such form as to be in compliance with standards issued from time to time by the Municipal Securities Rule Making Board of the United States, any other securities industry standard, the requirements of Section 149 of the Internal Revenue Code of 1986, as amended, and the Act.

7. CONFIDENTIALITY OF RECORDS. Agent's records in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to the Act. Agent agrees that its use of the records will be limited to the purposes of this Agreement and that Agent will make no private use or permit any private access thereto.

8. **RELIANCE UPON CERTIFICATIONS AND REPRESENTATIONS.** Agent may rely conclusively and act, without further investigation, upon any list, instruction, certification, authorization, certificate, or other instrument or paper suitably guaranteed and believed by it in good faith and due diligence in performing its functions to be genuine and to have been signed, countersigned, or executed by any duly authorized person or persons or upon the instruction of any authorized officer or Issuer or upon the advice of Issuer's counsel; and may refuse to register any such certificate if in good faith Agent deems such refusal necessary in order to avoid any liability on the part of either Issuer or Agent, and Issuer agrees to indemnify and hold harmless the Agent from and against any and all losses, costs, claims, and liability for so relying or acting or refusing to act.

9. **RULES AND REGULATIONS GOVERNING REGISTRATION.** Agent shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer, and payment of registered Bonds including, without limitation, the Act, standards issued from time to time by the Municipal Securities Rule Making Board of the United States, any other securities industry standard and the requirements of Section 149 of the Internal Revenue Code of 1986, as amended.

10. **RECORD DATE.** For purposes of determining the registered owners of the Bonds, the record date shall be deemed to be the fifteenth day of the month preceding the date on which payment of principal, premium, if any, or interest is payable to the registered owners of the Bonds ("payment date") whether such payment is due to optional redemption, operation of a sinking fund, or for any other reason.

11. **THREE DAYS TURNAROUND.** Agent agrees that it will turn around within three business days of receipt all routine items received in proper form for transfer, process, or other action pursuant to the terms of this Agreement.

12. **CANCELLATION OF BONDS.** Agent will promptly cancel and destroy all Bonds or certificates representing the Bonds surrendered to it upon payment of the principal or for replacement, transfer or exchange. Agent will furnish to the Issuer counterparts of a certificate of destruction evidencing such destruction.

13. **NO OBLIGATION TO INVEST.** Agent will have no obligation to invest any funds in its possession.

14. **COMPENSATION OF AGENT.** The Issuer will pay Agent reasonable compensation for its services, based upon the schedule of fees attached or such other schedule of fees as may be agreed upon from time to time between Agent and Issuer. Agent's compensation may include the amount of any attorney's fees incurred by it under Section 15 hereof. Transfer fees paid to Agent shall be collected for the account of the Issuer.

15. **BOND COUNSEL.** Whenever, in the performance of its duties as the Agent for the Bonds, the Agent shall deem it desirable that a matter be proved or established prior to taking,

suffering or omitting any action hereunder, under the Resolution or under the Bonds, the Agent may consult with legal counsel, including, but not limited to, Bond Counsel, and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

16. TERMINATION OF AGREEMENT. This Agreement may be terminated by either party by giving the other party at least ninety (90) days advance written notice. At termination of the Agreement, Agent shall deliver to Issuer any and all records, documents, or other writings made or accumulated in the performance of its duties under this Agreement and shall refund the unearned balance, if any, of fees paid in advance by Issuer.

17. EXAMINATION OF RECORDS. Issuer or its duly authorized Agents may examine all records relating to the Bonds at the principal office of the Agent at reasonable times as agreed upon with the Agent and such records shall be subject to audit from time to time at the request of Issuer or Agent. The Agent, on request, will furnish Issuer with a list of the names, addresses, and other information concerning the owners of the Bonds or any of them.

18. OBLIGATIONS, RIGHTS, AND PRIVILEGES OF AGENT. Agent shall have, to the extent it timely receives sufficient moneys from the Issuer, with regard to the particular functions it performs, the same obligation to make payment of principal and interest to the holder or owner of the Certificates and shall have the same rights and privileges as Issuer has in regard to those functions.

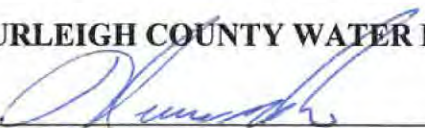
19. LIMITATIONS OF DUTIES AND LIABILITY OF AGENT. The Agent shall be liable only for its own negligence or willful misconduct. The Agent shall be under no obligation to prosecute or defend any action or suit in connection with its duties under the Resolution or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the Agent's own negligence or willful misconduct). The Agent shall only be responsible for performing such duties as are required by the Resolution, this Agreement or as otherwise agreed to in writing by the Agent.

20. FEDERAL LAW COMPLIANCE. In order to comply with provisions of the USA PATRIOT Act of 2001, or the Foreign Account and Tax Compliance Act, either as amended from time to time, the Agent may request certain information and/or documentation to verify, confirm and record identification of persons or entities who are parties to this Agreement.

(Remainder of this page intentionally left blank.)

Dated this 15th day of December, 2020.

BURLEIGH COUNTY WATER RESOURCE DISTRICT



Vice Chairman, Water Resource Board

ATTEST:



Secretary/Treasurer


BANK OF NORTH DAKOTA

By: _____
Its: _____

BURLEIGH COUNTY WATER RESOURCE DISTRICT
REFUNDING IMPROVEMENT BONDS, SERIES 2020

CLOSING CERTIFICATE

The undersigned hereby certify that they are, respectively, the duly elected or appointed, qualified and acting Vice Chairman and Secretary/Treasurer of the Burleigh County Water Resource District, North Dakota (the "**Issuer**"), and as such officials they are familiar with the Issuer's properties, affairs and records. The undersigned, as such officials, hereby further certify as follows:

1. A. The Issuer was established by order of the North Dakota State Water Commission on June 11, 1971, and is a political subdivision of the State of North Dakota, organized and operating pursuant to North Dakota Century Code ("**N.D.C.C.**") Chapter 61-16.1. The persons listed below constitute the duly elected or appointed, qualified and acting members of the Water Resource Board, the governing body of the Issuer.

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Greg Larson	Chairman	12/31/2020
Dennis Reep	Vice Chairman	12/31/2022
Rick Detwiller	Secretary/Treasurer	12/31/2021
Rodney Beck	Manager	12/31/2022
James Landenberger	Manager	12/31/2020
Michael Gunsch, PE	Engineer	Appointed
David R. Bliss	Attorney	Appointed
Tracie Day	Administrative Secretary	Appointed

- B. All of the officers of the Issuer as hereinabove described have been duly elected or appointed and qualified for their respective offices, and all of said officers are now in lawful incumbency of their respective offices.
- C. Regular meetings of the Water Resource Board (the "**Board**") are held at the City/County Office Building, 221 North 5th Street, Bismarck, on the second Tuesday of each month.
- D. The official newspaper of the Issuer is the *Bismarck Tribune* published daily in Bismarck, North Dakota.
- E. The Issuer's federal tax identification number is 45-6002204.
2. This Certificate is given with regard to the issuance of the Issuer's Refunding Improvement Bonds, Series 2020 in the original principal amount of \$1,415,000 (the "**Bonds**"). All regular or special meetings of the governing body of the Issuer held in conjunction with the issuance of the Bonds were conducted with prior notice to the public in compliance with N.D.C.C. Sections 44-04-19 and 44-04-20. All formal actions relative to the adoption of the Resolution were taken in meetings of the Board and all deliberations of the Board which resulted in formal action were taken in accordance with the referenced open meeting laws.

3. The persons named below further certify that they were on the date or dates of the execution of the Warrant and Bonds described herein, and are on the date hereof, the duly elected or appointed and qualified incumbents of the offices of the Issuer set opposite their respective names above.
4. Pursuant to law and the Warrant Resolution and the Bond Resolution adopted November 18, 2020 (the "**Resolutions**"), the undersigned Vice Chairman and Secretary/Treasurer certify they officially signed and executed the \$1,415,000 Definitive Improvement Warrant (the "**Warrant**") of the Issuer, the Warrant being dated December 15, 2020, and maturing on or before May 1, 2040, and that they officially caused to be signed and executed by manual or facsimile signature the \$1,415,000 Refunding Improvement Bonds, Series 2020 (the "**Bonds**") of the Issuer. The Bonds are dated December 15, 2020, and mature on or before May 1, 2040. The Bonds are issued in exchange for the Warrant drawn on Refunding Improvement Bonds, Series 2020 Fund, the Bonds and Warrant being hereinafter collectively referred to as (the "**Issues**"). The undersigned Vice Chairman and Secretary/Treasurer are delegated with the responsibility of issuing and delivering the Bonds and the Issuer has authorized by all necessary action and execution, issuance, delivery and due performance of the Issues; and the Issues, as executed, issued and delivered, is in the form approved by the Resolutions. The Issues have been sold by the Issuer at private sale.
5. There is no litigation pending or, to the knowledge of the undersigned, threatened, to restrain or enjoin the issuance, sale or delivery of the Issues, or in any way contesting or affecting any authority for the issuance of the Issues or the validity and binding legal obligation thereof, or any substantive or procedural debt limit restrictions, or to prevent the execution, registration, certification or delivery thereof, or to amend, cancel or revoke any proceedings taken incidental to the Issues and the levy or collection of service charges, special assessments or taxes therefore, or in any way contesting the corporate existence, boundaries or powers of the Issuer or the right of its officers to their respective offices.
6. The Issuer will take such action as is necessary and within its power to assure that the interest on the Bonds will not be subject to inclusion in gross income for federal income tax purposes.
7. The Board has duly ratified the distribution of the Preliminary Official Statement. The execution and delivery by Issuer officials of the Final Official Statement is hereby authorized.
8. The Official Statement relating to the Bonds dated December 3, 2020, is, to the best of the Issuer's knowledge and belief as of the date of sale of the Bonds and as of the date hereof, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.
9. All outstanding obligations of the Issuer, including the Bonds, are within all applicable state constitutional and statutory debt limitations of the Issuer.
10. All elections, notifications, certifications, hearings and all other actions required to be taken by or on behalf of the Issuer have been given, made, held or otherwise performed as required by N.D.C.C. Chapter 61-16.1 for the levy and collection of special assessments authorized by the Resolutions of the Board for the payment of the annual principal installments and interest when due on the Bonds.

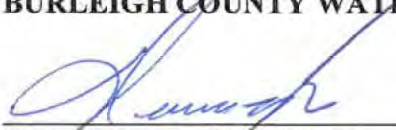
11. The Paying Agent is ordered and directed to authenticate the \$1,415,000 aggregate principal amount of Bonds issued pursuant to the Resolution in fully registered form. The Paying Agent is further ordered and directed to deliver the Bonds to Colliers Securities LLC, Minneapolis, Minnesota (the "**Underwriter**") through the book-entry system of The Depository Trust Company, New York, New York.
12. The Issuer acknowledges receipt from the Underwriter of a wire transfer in federal funds in the amount of \$1,397,312.50 total proceeds for the Bonds representing the principal amount of the Bonds of \$1,415,000, less an underwriting discount of \$17,687.50. The Issuer agrees to deposit such proceeds from the sale of the Bonds to the credit of the various Funds as specified in Paragraph 15 herein.
13. The undersigned do hereby certify, pursuant to authority granted to us in the Resolutions that the Bonds have been sold to Colliers Securities LLC, Minneapolis, Minnesota on the following terms:
 - (a) The aggregate principal amount of Bonds to be issued is \$1,415,000.
 - (b) The average net interest cost (NIC) of the Bonds is 1.4952589%.
 - (c) The Bonds maturing on or after May 1, 2026, shall be subject to redemption and prepayment at the option of the District, in whole or in part and if in part, in the manner determined by the District, on May 1, 2025, and any date thereafter, at par plus accrued interest to the redemption date.
 - (d) The purchase price, stated as a percentage of the principal amount of the Bonds issued is 98.75%.
 - (e) The final maturity date of the Bonds is May 1, 2040.
 - (f) The interest rates and maturities of the Bonds are as set forth on Exhibit I attached hereto.
14. We further certify that all of the foregoing terms which we have agreed upon are within the parameters set forth in the Resolutions.
15. The proceeds of the Bonds have been allocated as follows:

Par Value	\$1,415,000.00
TOTAL	\$1,415,000.00

Project Fund	1,388,057.53
Underwriter's Discount	17,687.50
Costs of Issuance	9,254.97
TOTAL	\$1,415,000.00

Dated: December 15, 2020.

BURLEIGH COUNTY WATER RESOURCE DISTRICT



Vice Chairman, Water Resource Board

Attest:


Secretary/Treasurer


(Signature Page – Closing Certificate)

TAX CERTIFICATE

Pursuant to Treasury Regulations Sections 1.148-2(b), the undersigned hereby certifies with respect to the \$1,415,000 aggregate principal amount of the Burleigh County Water Resource District, North Dakota, Refunding Improvement Bonds, Series 2020 (the "Bonds") issued and delivered by the Burleigh County Water Resource District, North Dakota (the "Issuer") on the date hereof that the following exist or are reasonably expected to occur:

1. The undersigned and other officers of the Issuer are charged with the responsibility for issuing the Bonds.

2. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

3. The Bonds will be exchanged for a valid outstanding special improvement warrant (the "Warrant") of like date and principal amount drawn on the fund of Fox Island Flood Control Project heretofore duly created by the Issuer to finance the construction of a levee system and all required appurtenant features required to protect the property in the Fox Island development from Missouri River flows and inundation during an event similar to that experienced in 2011 (the "Project") as described in resolutions authorizing the Warrants and Bonds adopted by the Water Resource District on November 18, 2020 (the "Resolution").

4. The Project will be completed, and it is anticipated that all of the proceeds will be fully expended by December 31, 2020, and the final cost of the Project, including construction, engineering, interest during construction and other incidental costs less federal and state assistance has been determined to be not less than \$1,415,000.

5. The Issuer will receive \$1,397,312.50 from the purchaser of the Bonds. This amount represents a payment of \$1,415,000 for the principal of the Bonds, less underwriter's discount of \$17,687.50.

6. The net sale proceeds of the Bonds in the amount of \$1,388,057.53 will be used to pay or reimburse the costs of the Project and \$26,942.47 will be used to pay the costs of issuance. The remaining \$0 of sale proceeds of the Bonds will be deposited in the Bond Fund and used to pay interest on the Bonds on May 1, 2021. The amount to be received by the Issuer from the purchaser of the Bonds does not exceed the amount necessary for the governmental purposes of the issue.

7. \$1,388,057.53 will be deposited into the Construction Account and used and applied to pay or reimburse costs of the Project. With respect to the reimbursement of expenditures previously incurred and paid in anticipation of the issuance of the Bonds (the "Prior Expenditures"), the Issuer represents the following:

(a) The Issuer declared its official intent to reimburse the Prior Expenditures with the proceeds of a subsequent borrowing by resolution adopted December 22, 2016. In conformity with the requirements of Treas. Regulations Section 1.150-2, the Issuer set forth a general description of the Project to be financed and stated the maximum principal amount of obligations to be reimbursed.

(b) The Prior Expenditures are either: (i) capital expenditures (within the meaning of Treas. Regulations Section 1.150-2(b); or (ii) costs of issuance.

(c) None of the proceeds of the Bonds being used to reimburse the Issuer for Prior Expenditures will be used, directly or indirectly, within one year of the Date of Issue, in a manner that results in the creation of "replacement proceeds" other than amounts deposited in a bona fide debt service fund.

(d) All of the Prior Expenditures either (i) were incurred no earlier than 60 days prior to the adoption of the related reimbursement resolution; (ii) constitute preliminary expenditures in an amount not exceeding 20% of the Bond proceeds; or (iii) do not exceed an amount in excess of the lesser of \$100,000 or 5% of the Bond proceeds. For this purpose, "preliminary expenditures" include architectural, engineering, surveying, soil testing and similar costs incurred prior to commencement of acquisition or construction of the Project, other than land acquisition, site preparation and similar costs incident to commencement of construction.

(e) Proceeds to be applied to reimburse each Prior Expenditure will be so applied no later than the later of the date that is (i) 18 months after the date such Prior Expenditure was paid, or (ii) 18 months after the date on which the portion of the Project to which such Prior Expenditure relates was placed in service within the meaning of Treas. Regulations Section 1.150-2(c) but in no event more than three years after the Prior Expenditure was paid.

The sale proceeds and investment proceeds of the Bonds deposited in the Construction Account will qualify for investment at an unrestricted yield during a three-year temporary period beginning on the date hereof because:

(i) Within six months, Issuer the will incur a substantial binding obligation to a third party to expend at least 5% of the net sale proceeds of the Bonds on the Project.

(ii) Completion of the Project and the allocation of the net sale proceeds of the Bonds to expenditures will proceed with due diligence.

(iii) At least 85% of the net sale proceeds of the Bonds will be expended on the Project within three years from the date hereof.

8. The principal of and interest on the Bonds are payable from the Bond Fund, established pursuant to the Resolution and designated as the sinking fund for the Bonds. The

Warrant has been credited to the Bond Fund. The Principal installments of and interest on the Warrant are payable from the Improvement District funds described in the Resolution. The Issuer reasonably expects that no principal or interest on the Bonds will be paid from any funds other than the Bond Fund and such Improvement District funds. The sum of the amounts on deposit in such funds is not expected at any time to exceed an amount equal to the sum of (i) the lesser of 5% of the original principal amount of the Bonds or \$100,000, plus (ii) the aggregate amount of principal and interest payable on the Bonds within the following 13 months. If at any time the sum of moneys accumulated in the Bond Fund and in all such improvement district funds exceeds such sum, the excess over such amount will be invested at a yield not exceeding the yield on the Bonds, computed by the actuarial method.

9. On the basis of the foregoing facts, estimates, and circumstances, it is not expected that the proceeds of the Bonds will be used in a manner that will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, (the "Code") and the regulations of the United States Department of the Treasury issued thereunder. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates, or circumstances that would materially change such expectations.

10. The Bonds are not and will not be a part of a transaction or Series of transactions that attempts to circumvent the provisions of Section 148, and the regulations thereunder, (i) enabling the Issuer to exploit the difference between tax exempt and taxable interest rates to gain a material financial advantage and (ii) increasing the burden on the market for tax exempt obligations.

11. For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements in accordance with Section 148(f)(4)(D) of the Code, the Issuer covenants that (i) it is a governmental unit with general taxing powers; (ii) the Bonds are not "private activity bonds" as defined in Section 141 of the Code; (iii) ninety-five percent (95%) or more the net proceeds of the Bonds are to be used for local governmental activities of the Issuer; and (iv) the aggregate face amount of all tax-exempt obligations (including the Bonds or other obligations) issued by the Issuer (and all subordinate entities thereof) during the calendar year 2020 is not reasonably expected to exceed \$5,000,000.

12. The Issuer will take all actions that may be required of it (including, without implied limitation, the timely filing of a federal information return with respect to the Bonds) so that the interest on the Bonds will be and remain excluded from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

13. The Issuer has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificate or covenants may not be relied upon. The statements contained in the Resolution and related documents are hereby incorporated by reference.

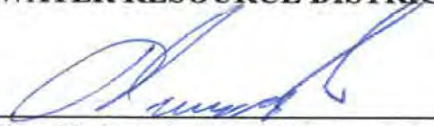
14. The terms used in this Certificate have the same meaning as those terms which are used in Section 148 of the Code and the Treasury Regulations.

15. To the best of our knowledge and belief, there are no other facts, estimates, or circumstances that would materially change the foregoing expectations. No matters have come to our attention which make unreasonable or incorrect representations made in this Tax Certificate.

(Remainder of this page intentionally left blank.)


Dated: December 15, 2020.


**BURLEIGH COUNTY
WATER RESOURCE DISTRICT**

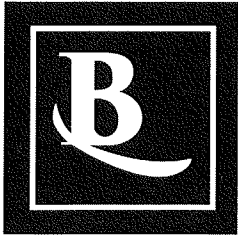


Vice Chairman, Water Resource Board

ATTEST:



Secretary/Treasurer




BLISS LAW FIRM, LLC

David R. Bliss

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Victoria LeBeau

Legal Assistant
vlebeau@blisslaw.com

BY ELECTRONIC MAIL ONLY

swegner@aswbondlaw.com

December 7, 2020

Dennis Reep, Vice Chairman
Burleigh County Water Resource District
1720 Burnt Boat Drive, Suite 205
Bismarck, ND 58503

Arntson Stewart Wegner PC
3811 Lockport Street, Suite 3
Bismarck, ND 58503

**Re: \$1,415,000 Refunding Improvement Bonds, Series 2020
(Fox Island Flood Control Project)
Our File No.:**

Vice Chairman Reep and Board Members,

I have acted as counsel to Burleigh County Water Resource District, Burleigh County, North Dakota (the "**Issuer**"), in connection with the issuance on this date by the Issuer of the above-captioned bond (the "**Bonds**"), issued pursuant to the Resolution Creating the Fund and the Resolution Authorizing Issuance adopted by the Issuer on November 18, 2020 (together, the "**Resolutions**"), and in such capacity I have examined the proceedings of the Issuer authorizing the issuance and delivery of the Warrant (as defined in the Resolutions), and the Bonds, and specifically the following:

- (i) the Resolutions;
- (ii) the Closing Certificate of the Issuer dated December 15, 2020 (the "**Closing Certificate**");
- (iii) the proceedings of the Issuer under North Dakota Century Code Chapter 61-16.1 in regard to the Fox Island Flood Control Project Assessment District, including, but not limited to, as applicable, establishment, voting, notice and publication, and bidding and award of the project contract; and
- (iv) the Warrant; and
- (v) the Bonds.

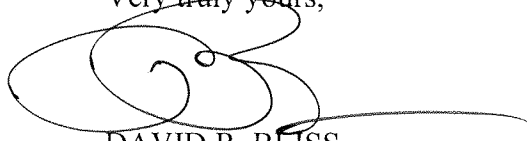
The items above are collectively referred to herein as the "**Bond Documents**." Based upon the foregoing and upon such other information and documents, as I believe necessary to enable us to render this opinion, I am of the opinion that:

1. The Issuer is a North Dakota political subdivision properly created and having full power and authority to execute and deliver the Warrant and Bonds and to execute, deliver, carry out and consummate all transactions contemplated by the Bond Documents.
2. The proceedings of the Issuer taken in connection with the authorization and issuance of the Warrant and Bonds were taken at a regular or properly noticed special meetings of the governing body of the Issuer with a quorum present at all times.
3. No additional or further approval, permit, certificate, license, consent or authorization of any body or law is required in connection with its participation in the transactions contemplated by the Bond Documents. The Fox Island Flood Control Project as described in the Bond Documents meets all statutory requirements, including the provisions of North Dakota Century Code Chapter 61-16.1.
4. The Bond Documents have been duly authorized, executed and delivered by the Issuer or their terms and conditions have been accepted by the Issuer. Assuming due authorization, execution, and delivery by any other parties thereto, these documents constitute valid and binding obligations of the Issuer according to their terms, except to the extent to which enforceability may be limited by state and federal laws, rulings and decisions affecting remedies, and by bankruptcy, reorganization or moratorium.
5. To my knowledge, the execution, delivery and performance by the Issuer with respect to any of the Bond Documents will not violate any provisions of North Dakota law or any applicable judgment, order or regulation of any court or of any public governmental agency or authority of the State of North Dakota and will not conflict with or result in any breach of any of the provisions of or constitute a default under any agreement or instrument to which the Issuer is a party or by which it is bound.
6. I know of no litigation, or other legal or governmental proceedings, pending or threatened, or any basis therefore, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the validity or security of the Bond Documents or the transactions contemplated thereby.
7. I know of no legal or governmental proceedings threatened or pending to which the Issuer is a party or wherein any unfavorable result will materially affect any transactions contemplated by any loan or grant agreement or any bond to be delivered, and the Issuer has followed all applicable statutory requirements, and the construction of the improvements meets all applicable zoning laws and ordinances for the Issuer, Burleigh County and all statutes and laws for the State of North Dakota.

Page Three
Dennis Reep, et al
December 7, 2020

I understand that the closing certificate and definitive improvement warrant must be executed by December 15, 2020. Please review the attached closing certificate, definitive improvement warrant, book entry term bond and schedule of maturities and interest rates. Vice Chairman Reep, if the attached closing certificate and definitive improvement warrant meet with your approval, kindly execute both documents as noted and return the original documents to District Engineer Mike Gunsch, who is coordinating the filing of these bond documents. Please contact me or District Bond Counsel Scott Wegner if you have questions.

Very truly yours,

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a horizontal line extending to the right.

DAVID R. BLISS

DRB:

Enclosures

cc: County Commissioner Kathleen Jones w/enclosures
Mike Gunsch, District Engineer w/enclosures
Scott Wegner, District Bond Counsel

Bliss Law Firm, LLC
400 East Broadway, Suite 308
Bismarck, ND 58501

Burleigh County Water Resource District
1926 Frontier Dr., Suite B
Bismarck, ND 58504

December 2, 2020

Invoice #153

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
11/2/2020 (910H) Review file; follow-up telephone call to Mike Gunsch with regard to Fox Island landowner assessment calculations, reply.	0.30 262.00/hr	78.60
11/10/2020 (312) Telephone call from Mike Gunsch with regard to Board administrative matters.	0.30 262.00/hr	78.60
11/11/2020 (910H) Receipt and review of preliminary bonding documents from Scott Wegner, Mike Gunsch.	0.20 262.00/hr	52.40
11/12/2020 (312) Telephone call fro Mike Gunsch with regard to Board administration matters.	0.20 262.00/hr	52.40
11/16/2020 (910H) Receipt and review of bond resolution from Bond Attorney Wegner, reply to the same.	0.20 262.00/hr	52.40
11/17/2020 (312) Review recent attorney general opinion as to the two methods by which a District may assess drain projects (NDCC 61-16-21 and NDCC 61-16.1); follow-up telephone call to Mike Gunsch with regard to the same.	1.40 262.00/hr	366.80
11/18/2020 Follow-up telephone call to Mike Gunsch, discuss North Dakota attorney general's opinion with regard to the two drain assessment procedures.	0.40 262.00/hr	104.80
(312) Prepare for Board meeting; attend Board meeting.		1,000.00
For professional services rendered	3.00	\$1,786.00

Additional Charges :

	<u>Amount</u>
12/2/2020 Copying costs	4.00
Total additional charges	<u>\$4.00</u>
Total amount of this bill	<u>\$1,790.00</u>
Previous balance	\$1,890.80
Accounts receivable transactions	
11/23/2020 Payment - Thank You. Check No. 1881	<u>(\$1,890.80)</u>
Total payments and adjustments	<u>(\$1,890.80)</u>
Balance due	<u><u>\$1,790.00</u></u>

Payment in full must be made within 30 days of the date of this bill. Past due amounts will incur an additional 1.5% monthly fee.

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

Burleigh County (ND) Water Resource District
1926 Frontier Drive, Suite B
Bismarck, ND 58504

December 11, 2020

Invoice No: 0051603

Due Date: January 10, 2021

Project R084241-0000 BCWRD - General Engineering Services

Email Invoices: BCWRD@midco.net & rdetwillerbcwrd@gmail.com

BCWRD Project No.: 315 - Engineering Administration

See attached Project Status Report and Invoice Description.

Professional Services from November 8, 2020 to December 5, 2020

Phase 000 Burleigh Co. WRD - General

Monthly Lump Sum Amount

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

Phase 007 General Services - Hourly**Professional Personnel**

	Hours	Rate	Amount
Sr Project Manager	2.00	208.00	416.00
Totals	2.00		416.00
Total Labor			416.00

Total this Phase \$416.00**Total this Invoice \$1,416.00**



Project Status and Invoice Description

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

HEI Project No.:	4241-0000: BCWRD General Services
BCWRD Account No.	315 – Engineering Administration
Project Name:	General Engineering Services

Billing Period: *November 8, 2020 through December 5, 2020*

Professional engineering administrative services related to routine monthly 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:

- **November Meeting**
- Meeting preparation and discussion
- Review of minutes and agenda updates
- Various BCWRD issues, contacts and calls
- **Additional Services – Related to project accounting and secretarial transition**

Comments:

- This invoice is only for Board meeting related time along with limited small contact and coordination items that are not project related. In accordance with Board direction, all costs associated with drainage complaints, stormwater plan review, and other project related activities are invoiced to assigned project numbers.
- Additional Services on this invoice were requested to assist in looking at project accounting, which will require a review of the various projects for both O&M, Bond and related accounts.

General Services	\$1,000.00
<u>Additional Services</u>	<u>416.00</u>
Total Invoice	\$1,416.00

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

Burleigh County (ND) Water Resource District
1926 Frontier Drive, Suite B
Bismarck, ND 58504

December 11, 2020

Invoice No: 0051605

Due Date: January 10, 2021

Project R084241-0300 Burnt Creek Floodway Rehabilitation and O&M

BCWRD Account No. 940 - Shared Projects

See Attached Project Status Report and Invoice Description.

Professional Services from September 27, 2020 to December 5, 2020

Phase 000 Burnt Creek Floodway Rehabilitation and O&M

Professional Personnel

	Hours	Rate	Amount	
Sr Project Manager	.25	208.00	52.00	
Project Engineer	1.00	173.00	173.00	
Totals	1.25		225.00	
Total Labor				225.00
		Total this Phase		\$225.00

Phase 800 Annual O&M and Assessment District

Professional Personnel

	Hours	Rate	Amount	
Engineer I	.25	125.00	31.25	
Totals	.25		31.25	
Total Labor				31.25
		Total this Phase		\$31.25
		Total this Invoice		\$256.25



Project Status and Invoice Description

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

HEI Project No.:	4241-0300
BCWRD Account No.	940 – Burnt Creek Rehabilitation O&M Assessment
Project Name:	Burnt Creek Flood Control Project

Billing Period: *September 27, 2020 through December 5, 2020*

The following professional engineering and surveying services were provided on the Burnt Creek Flood Control Project and the annual O&M assessments.

Phase (000) Floodway Rehabilitation and O&M District

- Coordination and contacts related to the mowing of the floodway channel.

Phase (800) Assessment District

- Contacted by County Auditor's office to review spreadsheet question

Comments/Issues/Problems:

- Burleigh County Highway Department is positioned to complete the mowing of the channel this winter and the Burleigh County Weed Board is prepared to spray the cattails in the spring of 2021.

Total Invoice \$ 256.25

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

Mr. Greg Larson
Burleigh County (ND) Water Resource District
1926 Frontier Drive, Suite B
Bismarck, ND 58504

December 11, 2020

Invoice No: 0051606

Due Date: January 10, 2021

Project R156025-0024 Burleigh County WRD Policy Manual

BCWRD Account No.: 910

See attached Project Status Report and Invoice Description.

Professional Services from November 25, 2018 to December 5, 2020

Professional Personnel

	Hours	Rate	Amount	
Sr Project Manager	3.75	208.00	780.00	
Totals	3.75		780.00	
Total Labor				780.00
		Total this Invoice		\$780.00



Project Status and Invoice Description

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

HEI Project No.:	R096025-0024
BCWRD Account No.	910 – Shared Projects
Project Name:	BCWRD Policy Manual

Billing Period *November 25, 2018 through December 5, 2020*

Professional engineering services related to the creation of policy documents associated with the activities of the Burleigh County Water Resource District. The services provided included, but were not limited to, the following:

- Restarted the policy manual process in November 2020
- Meeting with Board Manager to discuss policy documents
- Created policy binders for manager and county commissioner
- Consideration of the various policies and status

Comments and Issues

- Review of policy manual status continues, the objective being to edit and complete various sections on a monthly basis during 2021.
- Recommendation to create a Board calendar for 2021, and to proceed with the edits to the governance policy for January 2021.
- Update of all policies remain under consideration.

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

Burleigh County (ND) Water Resource District
1926 Frontier Drive, Suite B
Bismarck, ND 58504

December 11, 2020

Invoice No: 0051607

Due Date: January 10, 2021

Project R126025-0014 Sibley Island Flood Control Project FHMP

Work Order #18

See attached Project Status Report and Invoice Description.

Professional Services from November 8, 2020 to December 5, 2020

Phase 104 Hydraulic Analysis and Report

Professional Personnel

	Hours	Rate	Amount	
Sr Project Manager	.25	208.00	52.00	
Project Manager	7.50	190.00	1,425.00	
Engineer I	2.25	125.00	281.25	
Totals	10.00		1,758.25	
Total Labor				1,758.25
Total this Phase				\$1,758.25

Phase 105 Regulatory Compliance

Professional Personnel

	Hours	Rate	Amount	
Project Engineer	4.50	173.00	778.50	
Totals	4.50		778.50	
Total Labor				778.50
Total this Phase				\$778.50

Phase 109 Geotechnical Exploration and Evaluation

Professional Personnel

	Hours	Rate	Amount	
Sr Project Manager	2.00	208.00	416.00	
Project Engineer	3.00	173.00	519.00	
Totals	5.00		935.00	
Total Labor				935.00
Total this Phase				\$935.00
Total this Invoice				\$3,471.75



Project Status and Invoice Description

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

HEI Project No.:	6025-0014
BCWRD Account No.	937 – Special Assessment Projects
Project Name:	Sibley Island Flood Control

Billing Period: *November 8, 2020 through December 5, 2020*

Professional engineering and surveying services related to the activities associated with the Sibley Island Flood Control Project and Specific Authorization #28.

Tasks Completed:

Phase 104 – Hydraulic Analysis Report

- Continued development of this report and content summary
- Consideration of discussions with the USACE regarding the modeling results
- Other impacts to be considered in the later Section 408 process

Phase 105 – Regulatory Compliance

- Discussions with the USACE related to Section 408 issues
- Intent for the project was reviewed – future rural/urban development is not proposed

Phase 109 – Geotechnical Exploration and Evaluation

- Geotechnical exploration discussions with the USACE
- Revised proposal from Braun Interec related to Sibley Island borings
- Real Estate Permit Approval for the borings to be completed

Comments and Issues:

- The Apple Creek flood insurance mapping has impacted project alignment along the Township roadways and those areas in the special assessment district. It was anticipated preliminary mapping would be available in July 2020, this has not yet occurred. This process was delayed by FEMA/NDSWC to address to unrelated mapping requirements in Burleigh County. Timeline for this release is unknown.
- The project realignment has resulted in increased costs to complete the preliminary design and engineering report, as the previously anticipated township roadway work has required consideration of more earthen levee option. This shifts the scope of services from the BCHD back to the BCWRD as part of the revised design features. Therefore, the BCWRD budget will need to be increased to accommodate that change. These costs may be offset in part by eliminating the Apple Creek modeling, but the extent remains to be determined. This does not influence the State Water Commission Cost Share submittal only who pays for these services.
- Covid and staffing related issues have affected progress on this effort as well.

Phase 101 – Hydraulic Analysis Report	\$ 1,758.25
Phase 105 – Regulatory Compliance	\$ 778.50
<u>Phase 109 – Geotechnical Exploration and Evaluation</u>	<u>\$ 935.00</u>
Total Invoice	\$ 3,471.75

See accompanying invoice for personnel cost breakdown.

1926 Frontier Drive, Suite B
Bismarck, ND 58504

Date	Invoice #
11/30/2020	6493

Bill To
BCWRD

[illegible]



4229 Centurion Drive #5
Bismarck, ND 58504
Phn: (701)751-3389 (FETZ)

INVOICE

DATE	INVOICE #
5/31/2020	12111

BILL TO
Northern Improvement Co. PO Box 1254 Bismarck, ND 58502-1254

DESCRIPTION OF WORK		
(04/29/2020) RE: 3340 LARSON ROAD LOCATION Install new electrical panel, wiring to post light and install a light for a flag pole light.		
TERMS	Due on receipt	

ITEM CODE	DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
200	1/2" PVC	3	0.42	1.26
202	1/2" PVC CONNECTOR	1	0.28	0.28
210	3/4" PVC	3	0.45	1.35
212	3/4" PVC CONNECTOR	3	0.45	1.35
252	2" PVC CONNECTOR	1	1.35	1.35
257	2" PVC LB	1	21.51	21.51
2303	BUTTON PHOTO	1	22.05	22.05
2600	15-30 1P SNAP IN BREAKER	3	9.73	29.19
2601	15-60 2P SNAP IN BREAKER	1	22.05	22.05
3000	1/2" LOCKNUT	1	0.23	0.23
3001	3/4" LOCKNUT	3	0.35	1.05
3002	1" LOCKNUT	2	0.49	0.98
3005	2" LOCKNUT	1	1.37	1.37
3102	1" PLASTIC BUSHING	2	0.37	0.74
3105	2" PLASTIC BUSHING	1	1.03	1.03
3502	1" CLOSE NIPPLE	1	0.00	0.00
3707	GROUND BAR	1	17.91	17.91
4401	TEK SCREW	2	0.20	0.40
4415	5/16" X2" WOOD SCREW	10	0.23	2.30
4500	2 PORT H-TAPS	4	25.11	100.44
4902	ORANGE WIRE NUT	3	0.17	0.51
4903	TAN WIRE NUT	14	0.17	2.38
4904	RED WIRE NUT	4	0.17	0.68
4930	30A 2POLE DELTRO RELAY	1	79.46	79.46
5030	6"X6"X4" NEMA 3R BOX	1	44.10	44.10
MISC ITEMS	125 AMP 3R OUTDOOR PANEL	1	133.31	133.31
MISC ITEMS	2" TO 1/2" SLIP FITTER	1	43.44	43.44
MISC ITEMS	LED FLOOD LIGHT	1	103.24	103.24
LOCATOR	LOCATOR	1	75.00	75.00
LABOR	LABOR HOURS	42	80.00	3,360.00

Thank you for your business! Please pay from this invoice.
A service charge of 1½% will be made on all balances past 30 days.

Total Amount Due	\$4,068.96
Payments/Credits	\$0.00
Balance Due	\$4,068.96

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

Burleigh County (ND) Water Resource District
1926 Frontier Drive, Suite B
Bismarck, ND 58504

December 11, 2020

Invoice No: 0051608

Due Date: January 10, 2021

Project R006025-0027 Fox Island Flood Control - O&M

BCWRD Account No.: 937 - Special Assessment Projects

See attached Project Status Report and Invoice Description.

Professional Services from November 8, 2020 to December 5, 2020

Phase 002 2020 O & M Services

Professional Personnel

	Hours	Rate	Amount	
Project Engineer	14.50	173.00	2,508.50	
Engineer I	.50	125.00	62.50	
Totals	15.00		2,571.00	
Total Labor				2,571.00
		Total this Phase		\$2,571.00
		Total this Invoice		\$2,571.00



Houston Engineering Inc.

Project Status and Invoice Description

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

HEI Project No.:	6025-0027
BCWRD Account No.	937 – Special Assessment Projects
Project Name:	Fox Island Flood Control – O&M Services

Billing Period: *November 8, 2020 through December 5, 2020*

Professional engineering services associated with the completion of the Operation and Maintenance manual for the Fox Island Flood Control Project, including the various appendices and associated project documents.

Tasks Completed:

- Continued work on the O&M Manual – Easements and appendices
- North Dakota Health Department – SWMP Notice of Termination
- Incorporation of Whispering Bay Structure installed by Burleigh County Highway Dept.

Comments and Issues:

- These services will continue until the O&M Manual is completed. Then going into 2021 the services will shift to field and potential warranty issues, if any, along with coordination with the BCHD regarding their assuming normal O&M activities.

<u>Phase (002) 2019 O&M Services</u>	\$ 2,571.00
Total Invoice	\$ 2,571.00

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

Burleigh County (ND) Water Resource District
1926 Frontier Drive, Suite B
Bismarck, ND 58504

December 11, 2020

Invoice No: 0051609

Due Date: January 10, 2021

Project R106025-0006 Fox Island Flood Control

BCWRD Account No.: 937 - Special Assessment Projects

See attached Project Status Report and Invoice Description.

Professional Services from November 8, 2020 to December 5, 2020

Phase 997 Board Administration Activities

Professional Personnel

	Hours	Rate	Amount	
Sr Project Manager	4.00	208.00	832.00	
Totals	4.00		832.00	
Total Labor				832.00
		Total this Phase		\$832.00
		Total this Invoice		\$832.00



Project Status and Invoice Description

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

HEI Project No.:	R106025-0006
BCWRD Account No.	937 – Special Assessment Projects
Project Name:	Fox Island Flood Control

Billing Period: *November 8, 2020 through December 5, 2020*

Professional engineering services associated with evaluating and segregating engineering and legal administrative expenses and assigning costs to selected categories after consideration the expense and purpose for which it occurred on the Fox Island Flood Control Project. These services continue as part of the close out process and final assessment activities. In addition, services are charge to this phase for Board Administrative expenses not related to construction activities associated with the project.

Tasks Completed – Phase 997:

- Responses to landowner inquires on notice letter
- Assistance to Board and Legal Counsel to complete O/S form for Bond Counsel
- Review Bond Counsel documents and route for applicable signatures
- Discussion and review of bond sale and interest rates.

Comments and Issues:

- **These costs are separate and are not to be charged to the Fox Island Assessment district as they are determined to be a general function of the board.**

Phase (997) Board Administrative Activities	\$ 832.00
Total Invoice	\$ 832.00

See accompanying invoice for personnel cost breakdown.



**BISMARCK PARKS AND
RECREATION DISTRICT**
Est. 1927

400 E Front Ave
Bismarck, ND 58504-5641
Phone: 701.222.6455

INVOICE

BILLED TO:
Burleigh County Water Resource District
Tracie Day
1926 Frontier Drive, Suite B
Bismarck, ND 58504

DATE: 12/4/2020
INVOICE #: 02382
DUE DATE: 12/31/2020
TOTAL DUE: 17,549.13

CUSTOMER ACCOUNT # : 1017

ITEM DESCRIPTION	UNITS	PRICE	AMOUNT
McDowell Dam Reimbursement-November 2020			17,549.13
TOTAL THIS INVOICE			17,549.13

Please include account number with your payment.

For questions, contact Julie Fornshell 701.222.6455

REMIT TO:

Bismarck Parks and Recreation District
400 E Front Ave
Bismarck ND 58504-5641

Please remit bottom portion of invoice with your payment.
Thank you!

CUSTOMER ACCOUNT # : 1017
DATE: 12/4/2020
INVOICE #: 02382
DUE DATE: 12/31/2020
TOTAL DUE: 17,549.13

BURLEIGH COUNTY WATER RESOURCE DISTRICT

McDowell Dam Monthly Billing

Bismarck Parks & Recreation District

400 E. Front Ave

Bismarck, ND 58504

For The Month Ended November 30, 2020

Date Submitted: 12/4/2020

Salaries & Wages	\$ 6,023.15
Employer Payroll Taxes	1,265.85
Employee Pension & Health/Life/ Diability Benefits	1,949.39
Property & Liability Insurance	-
Operating Expenses	4,800.91
Capital Improvement Expenses	-
Total Expenses	\$ 14,039.30
Administrative Fee	
(25% of Operating Expenses)	\$ 3,509.83
(5% of Capital Improvement Expenses)	-
Total Amount Requested	\$ 17,549.13

Robert Richter
Prepared By

Board Member

Accounting Specialist
Title

McDowell Dam Monthly Billing

November-20

Salaries & Wages

Salaries - Full time	\$ 3,790.40	
Wages - Part time	2,232.75	
Wages - Part time (Overtime)	-	
Total Salaries & Wages		\$ 6,023.15

Employer Payroll Taxes

Social Security/Medicare	1,265.85	
Unemployment- ND Job Service	-	
Total Employer Payroll Taxes		1,265.85

Employee Benefits

Pension	394.20	
Health, Life, & Disability Insurance	1,555.19	
Total Employee Benefits		1,949.39

Property & Liability Insurance

General Liability	-	
Multi Coverage	-	
Auto Liability	-	
Total Property & Liability Insurance		-

Operating Expenses

Sanitary Systems	24.50	
Parking Lots & Trail Repair	-	
Shop Supplies	23.06	
Janitorial Supplies	70.66	
Miscellaneous Supplies	-	
Fuel	1,007.44	
Repairs & Replacement	2,648.56	
Uniforms	-	
Concession Purchases	-	
Tools & Small Equip Less \$500	300.00	
Misc. Charges, Permits, and Licences	-	
	4,074.22	

Utilities

Natural Gas	-	
Electricity	366.74	
Garbage Removal	-	
Water	359.95	
Telephone	-	
Total Utilities	726.69	

Total Operating Expenses 4,800.91

Capital Improvements

Building and Building Remodeling	-	
Total Capital Improvements		-

Total Expenses \$ 14,039.30



Bismarck Parks and Recreation District

Detail Report Account Detail

Date Range: 11/01/2020 - 11/30/2020

Account	Name	Beginning Balance	Total Activity	Ending Balance
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Fund: 01 - GENERAL FUND

Center: 12 - McDOWELL DAM

RptClass: 51 - Salaries & Wages

01.12.000.510100	FULL-TIME SALARIES	38,472.56	3,790.40	42,262.96
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Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
11/06/2020	PYPKT00759	PYPKT00759 - 2020-11		ROBINSON, DAVID H.:000415 - McDowell Dam Supervisor		1,895.20	40,367.76
11/20/2020	PYPKT00779	PYPKT00779 - 2020-11		ROBINSON, DAVID H.:000415 - McDowell Dam Supervisor		1,895.20	42,262.96

Detail Report

Date Range: 11/01/2020 - 11/30/2020

Account	Name	Beginning Balance	Total Activity	Ending Balance
01.12.000.510200	PART-TIME SALARIES	45,029.91	2,232.75	47,262.66

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
11/06/2020	PYPKT00770	PYPKT00770 - 2020-11		JOHNSON, SETH M.:000217 - Operations/Maintenance-McDOWELL DAM		652.50	45,682.41
11/06/2020	PYPKT00770	PYPKT00770 - 2020-11		EBY, THERRON L.:001915 - Operations/Maintenance-McDOWELL DAM		408.00	46,090.41
11/06/2020	PYPKT00770	PYPKT00770 - 2020-11		OSHANYK, JAMES L.:000366 - Operations/Maintenance-McDOWELL DAM		31.00	46,121.41
11/06/2020	PYPKT00770	PYPKT00770 - 2020-11		OSHANYK, JAMES L.:000366 - Operations/Maintenance-McDOWELL DAM		178.25	46,299.66
11/20/2020	PYPKT00780	PYPKT00780 - 2020-11		OSHANYK, JAMES L.:000366 - Operations/Maintenance-McDOWELL DAM		263.50	46,563.16
11/20/2020	PYPKT00780	PYPKT00780 - 2020-11		JOHNSON, SETH M.:000217 - Operations/Maintenance-McDOWELL DAM		637.50	47,200.66
11/20/2020	PYPKT00780	PYPKT00780 - 2020-11		OSHANYK, JAMES L.:000366 - Operations/Maintenance-McDOWELL DAM		62.00	47,262.66

Total RptClass: 51 - Salaries & Wages: Beginning Balance: 83,502.47 Total Activity: 6,023.15 Ending Balance: 89,525.62

RptClass: 52 - Contractual Services

01.12.000.520400	SANITARY SYSTEMS	527.00	24.50	551.50
------------------	------------------	--------	-------	--------

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
11/30/2020	APPKT01813	10/08 - 11/04/2020	203903	BILLING PERIOD - 10/08 - 11/04/2020	0846 - SPIFFY BIFFS	24.50	551.50

Total RptClass: 52 - Contractual Services: Beginning Balance: 527.00 Total Activity: 24.50 Ending Balance: 551.50

Detail Report

Date Range: 11/01/2020 - 11/30/2020

Account		Name				Beginning Balance	Total Activity	Ending Balance
RptClass: 53 - Supplies/Operations								
<u>01.12.000.530100</u>		SHOP SUPPLIES				141.38	23.06	164.44
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
11/13/2020	APPKT01799	275448	203792	BRAKE LINE, TOWELS, CAR WASH AND WAX	0617 - NAPA AUTO PARTS		23.06	164.44
<u>01.12.000.530110</u>		JANITORIAL SUPPLIES				1,465.84	70.66	1,536.50
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
11/10/2020	APPKT01823	P011407		TOWELS	0948 - US BANK - ONE CARD		70.66	1,536.50
Purchased From Vendor: 0254 - D & E SUPPLY COMPANY								
<u>01.12.000.530140</u>		MISCELLANEOUS SUPPLIES				4,364.36	0.00	4,364.36
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
11/10/2020	APPKT01823	10192020		MISCELLANEOUS SUPPLIES	0948 - US BANK - ONE CARD		11.45	4,375.81
Purchased From Vendor: 0964 - WALMART COMMUNITY BRC								
11/10/2020	APPKT01823	10192020C		MISCELLANEOUS SUPPLIES	0948 - US BANK - ONE CARD		-11.45	4,364.36
Purchased From Vendor: 0964 - WALMART COMMUNITY BRC								
<u>01.12.000.531300</u>		FUEL				2,071.75	1,007.44	3,079.19
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
11/30/2020	APPKT01813	110553, 110554	203906	FUEL	0918 - TRI-ENERGY COOPERATIVE		350.48	2,422.23
11/30/2020	APPKT01813	110553, 110554	203906	FUEL	0918 - TRI-ENERGY COOPERATIVE		574.56	2,996.79
11/30/2020	APPKT01813	FLTS-202000000011	203863	FUEL - 10/1 - 10/30/2020	0209 - CITY OF BISMARCK		82.40	3,079.19

Detail Report

Date Range: 11/01/2020 - 11/30/2020

Account		Name		Beginning Balance		Total Activity	Ending Balance		
01.12.000.531400		REPAIRS & REPLACEMENT		25,716.07		2,648.56	28,364.63		
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance		
11/10/2020	APPKT01823	09-191286		TIRE FOR MOWER	0948 - US BANK - ONE CARD	59.93	25,776.00		
				Purchased From Vendor: 0676 - OK TIRE STORE - BISMARCK CC					
11/10/2020	APPKT01823	1900501036880		BATTERY	0948 - US BANK - ONE CARD	108.40	25,884.40		
				Purchased From Vendor: 0474 - INTERSTATE ALL BATTERY CENTER					
11/10/2020	APPKT01823	26950153		WELDING SUPPLIES	0948 - US BANK - ONE CARD	240.74	26,125.14		
				Purchased From Vendor: 0714 - PRAXAIR DISTRIBUTION INC					
11/10/2020	APPKT01823	27032672		WELDING SUPPLIES	0948 - US BANK - ONE CARD	399.80	26,524.94		
				Purchased From Vendor: 0714 - PRAXAIR DISTRIBUTION INC					
11/10/2020	APPKT01823	300286734429801.00		AUTOMOTIVE BATTERY	0948 - US BANK - ONE CARD	98.76	26,623.70		
				Purchased From Vendor: 0964 - WALMART COMMUNITY BRC					
11/10/2020	APPKT01823	5589595		ANIMAL TRAPS	0948 - US BANK - ONE CARD	96.98	26,720.68		
				Purchased From Vendor: 0785 - RUNNINGS SUPPLY INC					
11/10/2020	APPKT01823	564475		LUMBER	0948 - US BANK - ONE CARD	4.21	26,724.89		
				Purchased From Vendor: 0112 - BISMARCK LUMBER COMPANY, INC.					
11/10/2020	APPKT01823	566053		LUMBER	0948 - US BANK - ONE CARD	6.78	26,731.67		
				Purchased From Vendor: 0112 - BISMARCK LUMBER COMPANY, INC.					
11/10/2020	APPKT01823	61240036780		STAIN, ROLLERS, GLUE	0948 - US BANK - ONE CARD	99.67	26,831.34		
				Purchased From Vendor: 0581 - MENARDS					
11/10/2020	APPKT01823	C14554/8		SNOW SHOVEL	0948 - US BANK - ONE CARD	31.98	26,863.32		
				Purchased From Vendor: 0562 - MAC'S HARDWARE					
11/13/2020	APPKT01799	1536-171893, 172103	203800	TUNE UP - WATER TRUCK	0682 - O'REILLY AUTO PARTS	58.00	26,921.32		
11/13/2020	APPKT01799	1536-171893, 172103	203800	FUEL INJECTOR - WATER TRUCK	0682 - O'REILLY AUTO PARTS	167.24	27,088.56		
11/13/2020	APPKT01799	5590285	203810	BATTERY CHARGER, DRILL/DRIVE SET, RATCHET	0785 - RUNNINGS SUPPLY INC	261.72	27,350.28		
11/30/2020	APPKT01813	1536-177727, 186211	203891	TUNE UP - DODGE WATER TRUCK	0682 - O'REILLY AUTO PARTS	33.03	27,383.31		
11/30/2020	APPKT01813	1536-177727, 186211	203891	MOWER REPAIRS	0682 - O'REILLY AUTO PARTS	16.57	27,399.88		
11/30/2020	APPKT01813	28199	203879	6' PARKING BLOCKS - MCDOWELL DAM	0482 - JAMES VAULT & PRECAST CO.	964.75	28,364.63		
01.12.000.531700		TOOLS & SMALL EQUIP LESS \$500		189.99		300.00	489.99		
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance		
11/30/2020	APPKT01813	145020/23926	203888	TIG WELDER	0668 - NORTH DAKOTA SURPLUS PROPERTY	300.00	489.99		
Total RptClass: 53 - Supplies/Operations:				Beginning Balance:	33,949.39	Total Activity:	4,049.72	Ending Balance:	37,999.11

Detail Report

Date Range: 11/01/2020 - 11/30/2020

Account	Name	Beginning Balance	Total Activity	Ending Balance
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RptClass: 54 - Utilities

01.12.000.540130	ELECTRICITY	4,752.74	366.74	5,119.48
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Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
11/13/2020	APPKT01799	11/05/2020	203783	BILLING: 11/05/2020	0175 - CAPITAL ELECTRIC COOPERATIVE	366.74	5,119.48

01.12.000.540150	WATER	2,588.10	359.95	2,948.05
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Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
11/13/2020	APPKT01799	10/21/2020	203812	BILLING: 10/21/2020	0837 - SOUTH CENTRAL REGIONAL WATER	232.20	2,820.30
11/30/2020	APPKT01813	11/20/20 BILLING	203902	11/20/2020 BILLING	0837 - SOUTH CENTRAL REGIONAL WATER	127.75	2,948.05

Total RptClass: 54 - Utilities:	Beginning Balance: 7,340.84	Total Activity: 726.69	Ending Balance: 8,067.53
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RptClass: 55 - Insurance

01.12.000.550100	HEALTH INSURANCE	15,033.50	1,555.19	16,588.69
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Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
11/30/2020	APPKT01813	HEALTH BEN - NOV20	203863	HEALTH BENEFITS - NOV 2020	0209 - CITY OF BISMARCK	1,555.19	16,588.69

Total RptClass: 55 - Insurance:	Beginning Balance: 15,033.50	Total Activity: 1,555.19	Ending Balance: 16,588.69
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Total Center: 12 - McDOWELL DAM:	Beginning Balance: 140,353.20	Total Activity: 12,379.25	Ending Balance: 152,732.45
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Total Fund: 01 - GENERAL FUND:	Beginning Balance: 140,353.20	Total Activity: 12,379.25	Ending Balance: 152,732.45
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Grand Totals:	Beginning Balance: 140,353.20	Total Activity: 12,379.25	Ending Balance: 152,732.45
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Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance
01 - GENERAL FUND	140,353.20	12,379.25	152,732.45
Grand Total:	140,353.20	12,379.25	152,732.45

SPIFFY BIFFS

Vendor # 846

Billing Date: 11/4/2020
Billing Period: 10/08/2020 - 11/04/2020

Location	Amount
605 W Arbor - Park Maint.	34.00
Anti-Freeze Park Operations	1,125.00
Bark Park	34.00
Clem Kelley Softball	68.00
Community Gardens	34.00
Cottonwood - Reichert Field	204.00
Cottonwood BMX	136.00
Cottonwood Soccer Temp	34.00
Cottonwood South	102.00
Eagles Park	68.00
Gisi Memorial Park	51.00
Heritage Park	51.00
Hillside Park (Lions)	102.00
Horizon Park	51.00
Horizon Garden	34.00
Igoe Park	34.00
Jaycee Park	136.00
McQuade Diamond Enclosures	136.00
McQuade Diamonds (Temp)	102.00
Neuens Horse Park	102.00
Normandy Park	34.00
Optimist Park	102.00
Pioneer Trailhead	102.00
Pioneer Park Overlook	34.00
Scheels Complex	255.00
Sertoma -300 Riverside Park Rd	102.00
Sertoma Tennis Temp	68.00
Sertoma Walking Path	85.00
South Meadows	68.00
Steamboat Park	170.00
Sunrise Park	51.00
Tatley/Eagles Park	34.00
Tom O'Leary Tennis	102.00
Tom O'Leary Golf Maintenance Road	68.00
Tom O'Leary Golf Antifreeze	105.00
Tom O'Leary Golf -	68.00
Pebble Creek Golf	136.00
Pebble Creek Golf next to Golf Dome	51.00
Pebble Creek Golf Antifreeze	82.50
Riverwood Golf Course	34.00
Riverwood Pro Shop	17.00
Riverwood Antifreeze	22.50
Sibley Park	34.00
Sibley Park Antifreeze	15.00
McDowell Dam	17.00
McDowell Dam Antifreeze	7.50
Total	4,502.50

01.04.000.520400	3,845.00
01.05.110.520400	241.00
01.05.120.520400	269.50
01.05.100.520400	73.50
01.15.000.520400	49.00
01.12.000.520400	24.50
TOTAL	4,502.50

Authorized by _____

Spiffy Biffs

1414 Continental Ave
 Bismarck, ND 58504
 (701) 224-0856
 accounts@spiffybiffs.com



INVOICE

BILL TO

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

SHIP TO

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

INVOICE # 12578**DATE 11/04/2020****DUE DATE 12/02/2020****PURCHASE ORDER**

BISMARCK PARKS / ALL UNITS

ACTIVITY	QTY	RATE	AMOUNT
Portable Toilet Basic Service Sertoma Walking Path - Locked on Site	1.25 $7.5 \times 5 = 37.50$	68.00	85.00
Portable Toilet Basic Service Century Bark Park	0.50 2.5 $7.5 \times 2 = 15$	68.00	34.00
Portable Toilet Basic Service Jaycee Park	2 $7.5 \times 8 = 60$	68.00	136.00
Portable Toilet Basic Service Pebble Creek Golf	2 $7.5 \times 8 = 60$	68.00	136.00
Portable Toilet Basic Service Sibley Park	0.50 $7.5 \times 2 = 15$	68.00	34.00
Portable Toilet Basic Service Scheels Complex - Locked on Site	3.75 $7.5 \times 15 = 112.50$	68.00	255.00
Portable Toilet Basic Service Tom O'Leary Tennis - 1 unit is Locked on Site	1.50 $7.5 \times 6 = 45$	68.00	102.00
Portable Toilet Basic Service Gisi Park - Locked on Site	0.75 $7.5 \times 3 = 22.50$	68.00	51.00
Portable Toilet Basic Service Igoe Park - Locked on Site	0.50 $7.5 \times 2 = 15$	68.00	34.00
Portable Toilet Basic Service Sunrise Park - Locked on Site	0.75 $7.5 \times 3 = 22.50$	68.00	51.00
Portable Toilet Basic Service Normandy Park - Locked on Site	0.50 $7.5 \times 2 = 15$	68.00	34.00
Portable Toilet Basic Service South Meadows - STOP/Picked Up	1 $7.5 \times 4 = 30$	68.00	68.00
Portable Toilet Basic Service Heritage Park - Locked on Site	0.75 $7.5 \times 3 = 22.50$	68.00	51.00
Portable Toilet Basic Service Steamboat Park - Locked on Site	2.50 $7.5 \times 10 = 75$	68.00	170.00
Portable Toilet Basic Service Reichert Field - STOP/Picked Up	3 $7.5 \times 12 = 90$	68.00	204.00
Portable Toilet Basic Service Cottonwood Softball South - STOP/Picked Up	1.50 $7.5 \times 6 = 45$	68.00	102.00

BILLING PERIOD 10/08/20 thru 11/04/20

ACTIVITY	QTY	RATE	AMOUNT
Portable Toilet Basic Service Horizon Garden - STOP/Picked Up	0.50 $7.5 \times 2 = 15$	68.00	34.00
Portable Toilet Basic Service Horizon Park- STOP/Picked Up	0.75 $7.5 \times 3 = 22.50$	68.00	51.00
Portable Toilet Basic Service Lions Park - Locked on Site	1.50 $7.5 \times 6 = 45$	68.00	102.00
Portable Toilet Basic Service Optimist Park - Locked on Site	1.50 $7.5 \times 6 = 45$	68.00	102.00
Portable Toilet Basic Service Tom O'Leary Golf (#14 and Main.) - Locked on Site	1 $7.5 \times 4 = 30$	68.00	68.00
Portable Toilet Basic Service Tom O'Leary Golf [other units] - Locked on Site	1 $7.5 \times 4 = 30$	68.00	68.00
Portable Toilet Basic Service Maintenance Shop - Locked on Site	0.50 $7.5 \times 2 = 15$	68.00	34.00
Portable Toilet Basic Service Neuens Arena - Locked on Site	1.50 $7.5 \times 6 = 45$	68.00	102.00
Portable Toilet Basic Service Eagles Park - Locked on Site	1 $7.5 \times 4 = 30$	68.00	68.00
Portable Toilet Basic Service Pioneer Overlook - Locked on Site	0.50 $7.5 \times 2 = 15$	68.00	34.00
Portable Toilet Basic Service Cottonwood BMX - STOP/Picked Up	2 $7.5 \times 8 = 60$	68.00	136.00
Portable Toilet Basic Service McQuade Diamonds - STOP/Picked Up	2 $7.5 \times 8 = 60$	68.00	136.00
Portable Toilet Basic Service Riverwood Golf	0.50 $7.5 \times 2 = 15$	68.00	34.00
Portable Toilet Basic Service Pioneer Trailhead	1.50 $7.5 \times 6 = 45$	68.00	102.00
Portable Toilet Basic Service Municipal Ballpark Garden - STOP/Picked Up	0.50 $7.5 \times 2 = 15$	68.00	34.00
Portable Toilet Basic Service Tatley Eagles Garden - STOP/Picked Up	0.50 $7.5 \times 2 = 15$	68.00	34.00
Portable Toilet Basic Service Riverwood Pro Shop	0.25 $7.5 \times 1 = 7.50$	68.00	17.00
Portable Toilet Basic Service Pebble Creek Golf next to Golf Dome - STOP/Picked Up	0.75 $7.5 \times 3 = 22.50$	68.00	51.00
Portable Toilet Basic Service Sertoma-300 Riverside Park Rd	1.50 $7.5 \times 6 = 45$	68.00	102.00
Portable Toilet Basic Service Clem Kelly Softball Bathrooms - STOP/Picked Up	1 $7.5 \times 4 = 30$	68.00	68.00
Portable Toilet Basic Service Sertoma Tennis Temp - STOP/Picked Up	1 $7.5 \times 4 = 30$	68.00	68.00
Portable Toilet Basic Service McQuades Softball Temp	1.50 $7.5 \times 6 = 45$	68.00	102.00
Portable Toilet Basic Service McDowell Dam	0.25 $7.5 \times 1 = 7.5$	68.00	17.00
Portable Toilet Basic Service Cottonwood Soccer Temp	0.50 $7.5 \times 2 = 15$	68.00	34.00
Winter Surcharge	181	7.50	1,357.50T

BILLING PERIOD 10/08/20 thru 11/04/20

**AUTO PARTS**

STORE

400007250
NAPA AUTO PARTS
1730 E MAIN AVENUE
PO BOX 1275
BISMARCK, ND 58501
(701) 223-2681

Time: 14:08 Date: 10/13/2020 Page: 1/1

Employee: 227 , McKENZIE
Sales Rep: 0 , Salesman
Accounting Day: 11

SOLD TO

10460
BISMARCK PARKS & RECREATION
605 W ARBOR AVE
BISMARCK, ND 58504

Anticipated Time:

Attention:

Tax Exemption:

PO#: Mcdwell

Terms: NET 10TH

Part Number	Line	Description	Quantity	Price	Net	Total	
NW-00265-100	BK	SHOP TOWELS 100CT BOX	1.00	7.99	4.9900	4.99	R
		Above Item on Sale					
9520P	NCB	PUR PWR CAR WASH GAL	1.00	12.72	7.2900	7.29	
T-223R	TW	T-WAX	1.00	11.10	6.4900	6.49	
813-1221	BK	BRAKE LINE	1.00	6.76	4.2900	4.29	

Subtotal 23.06
TAXABLE 65 7.0000% 0.00

Customer Signature
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

NO RETURN ON ELECTRICAL
OR INSTALLED PARTS...

CUSTOMER COPY

Total 23.06
Charge Sale 23.06

Y

OCH

Y

275448

Invoice Number

4000072502754486





P.O. Box 2633

Bismarck, ND 58502-2633

INVOICE

Phone 701-255-4755

Fax 701-258-2925



Page 1/1

Sold To

City of Bismarck Parks & Rec
400 E Front Ave
Bismarck ND 58504

Ship To

MCDOWELL DAM
E OF CITY
BISMARCK ND 58504

Customer #	Order Date	Sales Order #	Buyer	Customer P/O #	Ship Via	Salesman
0001235	09/30/2020	054415			Customer Pic	08
Invoice #	Invoice Date	Ship Date	Freight Terms	Job Number	Terms	
P011407	09/30/2020		PREPAID		net 30	

LN	QNTY ORD	QNTY SHIP	QNTY B/O	QNTY PICK	PRODUCT NUMBER	DESCRIPTION	UOM	NET PRICE	EXTENSION
1	2	2			SCA-421900	Towel, WHT Perforated Kit Roll, ECOSOFT, 30/100's	Cs	35.33	\$70.66
.....Payment Received.....									
Visa							70.66		

PURCHASE ORDER

BISMARCK PARKS AND RECREATION DISTRICT

400 East Front Avenue • Bismarck, ND 58504

Phone: (701) 222-6455 • Fax (701) 221-6838

No. 83488

ND Tax Exempt Number: E-4674

Federal ID Number: 45-0409352

Name

Tri Energy

Vendor

918

Address

Date

11/19/2020

Notes

Fuel

Acct #		Project Number	Cost
01.12.000.531300			
Number 1 dyed Diesel			\$574.56
01.12.000.531300			
Unleaded gasoline			\$350.48
			S
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
		Total	925.04

Employee's Signature

[Signature]

Manager's Signature

[Signature] DM

Approved By

ORIGINAL

TRI-ENERGY COOPERATIVE

2006 E. BROADWAY AVE.
BISMARCK, ND 58501
701-223-8707

INVOICE NUMBER

110553

PREVIOUS SALE NO.	CODE	METER READING - START	10 TH
	DATE 12/02/20 151451 COUNT: START 0.0 END GROSS DELIVERY 177.8 GALLONS GASOLINE 6430116		

YOUR SALE NO.	CODE	METER READING - FINISH	10 TH

All Gasoline is Detergent Additized

UN-DYED

THE PRICE OF THIS DIESEL FUEL:

☐ DOES ☐ DOES NOT

INCLUDE FEDERAL MOTOR FUEL TAXES

AND DOES NOT CONTAIN VISIBLE

EVIDENCE OF DYE.

DYED

THIS PRODUCT IS DYED DIESEL FUEL

NON-TAXABLE USE ONLY. PENALTY FOR

TAXABLE USE IF THIS BOX ☐ MARKED,

OFF HIGHWAY/NOT LEGAL FOR MOTOR

VEHICLE USE.

0 MEMO

1 CASH

2 CHARGE

3 PAID ON ACCT.

4 CREDIT ACCT. (ADJ)

6 CREDIT CARD

7 PREPAY

SOLD TO

ADDRESS

ACCOUNT

NUMBER

DATE 11-7-20

DESCRIPTION	CODE MAJOR SUB	QUANTITY (TOTAL UNITS)	UNIT PRICE \$ CENTS 1/10	AMOUNT
PREMIUM UNLEADED	402			
SUPER UNLEADED	403			
UNLEADED	404	8 178	1 739	309 54
#1 DIESEL ROAD TAX #1 DIESEL HTG. EX. TAX	405			
DYED DIESEL EXCISE TAX	406			
#2 DIESEL ROAD TAX	406			
KEROSENE	407			
FM DIESEL EXCISE TAX	408			
RM DIESEL ROAD TAX	409			
STATE EXCISE TAX				

ND HIGHWAY TAX

GAL. @

FEDERAL TAX

GAL. @

DISCOUNT

(if paid in 7 days)

4900

4901

TOTAL DUE

DELIVERED
BYCUSTOMER
SIGNATURE

Thank You

Patron - White

File - Pink, Yellow, Card

TRI-ENERGY COOPERATIVE

2006 E. BROADWAY AVE.
BISMARCK, ND 58501
701-223-8707

INVOICE NUMBER

110554

PREVIOUS SALE NO.	CODE	METER READING - START	10 TH
	DATE 12/02/20 151451 COUNT: START 0.0 END GROSS DELIVERY 203.5 GALLONS DIESEL 6430116		

YOUR SALE NO.	CODE	METER READING - FINISH	10 TH

All Gasoline is Detergent Additized

UN-DYED

THE PRICE OF THIS DIESEL FUEL:

☐ DOES ☐ DOES NOT

INCLUDE FEDERAL MOTOR FUEL TAXES

AND DOES NOT CONTAIN VISIBLE

EVIDENCE OF DYE.

DYED

THIS PRODUCT IS DYED DIESEL FUEL

NON-TAXABLE USE ONLY. PENALTY FOR

TAXABLE USE IF THIS BOX ☐ MARKED,

OFF HIGHWAY/NOT LEGAL FOR MOTOR

VEHICLE USE.

0 MEMO

1 CASH

2 CHARGE

3 PAID ON ACCT.

4 CREDIT ACCT. (ADJ)

6 CREDIT CARD

7 PREPAY

SOLD TO

ADDRESS

ACCOUNT

NUMBER

DATE 11-7-20

DESCRIPTION	CODE MAJOR SUB	QUANTITY (TOTAL UNITS)	UNIT PRICE \$ CENTS 1/10	AMOUNT
PREMIUM UNLEADED	402			
SUPER UNLEADED	403			
UNLEADED	404			
#1 DIESEL ROAD TAX #1 DIESEL HTG. EX. TAX	405			
DYED DIESEL EXCISE TAX	406	1181	00304211880	562 46
#2 DIESEL ROAD TAX	406			
KEROSENE	407			
FM DIESEL EXCISE TAX	408			
RM DIESEL ROAD TAX	409			
STATE EXCISE TAX				

ND HIGHWAY TAX

GAL. @

FEDERAL TAX

GAL. @

DISCOUNT

(if paid in 7 days)

4900

4901

TOTAL DUE

DELIVERED
BYCUSTOMER
SIGNATURE

Thank You

Patron - White

File - Pink, Yellow, Card

PURCHASE ORDER

BISMARCK PARKS AND RECREATION DISTRICT

400 East Front Avenue • Bismarck, ND 58504

Phone: (701) 222-6455 • Fax (701) 221-6838

No. 85113

ND Tax Exempt Number: E-4674

Federal ID Number: 45-0409352

Name City of Bismarck

Vendor 209

Address _____

Date 11-18-20

Notes fuel 10-1 to 10-30

Acct #	Project Number	Cost
01.04.000.531300		
Description <u>Park ops fuel</u>		2,637 ⁶⁷
Acct # 01.12.000.531300		
Description <u>McDowell Dam fuel</u>		82 ⁴⁰
Acct # 01.15.000.531300		
Description <u>Gen Sibley fuel</u>		67 ⁷⁵
Acct # 01.19.000.531300		
Description <u>Burleigh County fuel</u>		177 ⁷⁹
Acct # 01.30.000.531300		
Description <u>AWC fuel</u>		81 ¹⁷
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		

Employee's Signature [Signature]

Manager's Signature [Signature]

Total 3046⁷⁸

Approved By [Signature]

ORIGINAL

City of Bismarck, Public Works

Simple Invoice By Account For Driver

Date Range From: 10/1/2020 12:00:00 AM To: 10/31/2020 11:59:59 PM

Driver	Driver Name	Vehicle	# of Trans	Avg Price	Total Quantity	Total Amount
Account: 1099		PARKS & REC , MICHAEL JOB, GREG SMITH,				
Product 01	Unleaded					
2522000000001464	PARKS/ DAN S.		3	\$1.620	88.240	\$142.91
2522000000001668	PARKS/ BRAD P. // TOM O.		1	\$1.610	27.850	\$44.84
2522000000001708	PARKS // JACOB		1	\$1.610	11.890	\$19.14
2522000000002024	PARKS/ RICH H.		4	\$1.615	115.120	\$185.89
2522000000002077	PARKS (AQUATICS CENTER)		2	\$1.616	45.730	\$73.92
2522000000002140	PARKS/ TIM N.		3	\$1.621	72.550	\$117.58
2522000000002179	PARKS/ LYNN M.		1	\$1.610	22.560	\$36.32
2522000000002202	PARKS // DAVE MAYER		1	\$1.630	26.830	\$43.73
2522000000002624	PARKS / BOSCH JAMIE		4	\$1.620	86.850	\$140.67
2522000000002720	PARKS /// ADAM KELLER		3	\$1.627	67.140	\$109.23
2522000000002723	PARKS // STEVE P.		3	\$1.621	63.910	\$103.57
2522000000003135	PARKS / BRAD VOLK		1	\$1.630	20.500	\$33.42
2522000000003157	PARKS / MARTHA		1	\$1.610	21.320	\$34.33
2522000000003214	PARKS / CAPITAL RACQUET		2	\$1.615	32.530	\$52.53
2522000000003256	BALES, COLIN		4	\$1.630	43.670	\$71.18
2522000000003275	PARKS / JACE CARROLL		2	\$1.630	41.830	\$68.18
2522000000003277	PARKS/ MIKE ROTH		3	\$1.627	62.380	\$101.47
2522000000003278	PARKS//MILLER, RYAN		3	\$1.613	69.660	\$112.34
2522000000003414	PARKS / ROD K.		2	\$1.615	51.000	\$82.35
2522000000003425	PARKS / JOEY LAFAVE		2	\$1.610	54.770	\$88.18
2522000000003597	PARKS /// SHOP		1	\$1.630	14.660	\$23.90
2522000000003604	PARKS /// ROBINSON		2	\$1.610	51.180	\$82.40
2522000000003607	PARKS //// STEVE G		5	\$1.619	109.790	\$177.79
2522000000003729	PARKS / TONY SCHMITT		3	\$1.627	78.140	\$127.10
2522000000003751	PARKS //SHOP		2	\$1.610	51.500	\$82.92
2522000000003787	PARKS //// HADEM ,		3	\$1.621	50.920	\$82.52
Totals for Product:				\$1.619	1382.520	\$2,238.39
Product 05	Diesel					
2522000000001668	PARKS/ BRAD P. // TOM O.		1	\$1.990	9.640	\$19.18
2522000000002077	PARKS (AQUATICS CENTER)		1	\$1.730	4.190	\$7.25
2522000000003072	PARKS // TROY FINK		7	\$1.809	199.420	\$360.70
2522000000003256	BALES, COLIN		2	\$1.730	135.340	\$234.14
2522000000003277	PARKS/ MIKE ROTH		1	\$1.730	31.500	\$54.50
2522000000003425	PARKS / JOEY LAFAVE		2	\$1.730	76.660	\$132.62
Totals for Product:				\$1.770	456.750	\$808.39
Totals for Account:				\$1.657	1839.270	\$3,046.78



TIRE STORE
& SERVICE

O.K. Tire Store-Bismarck
3935 Miriam Avenue
Bismarck, ND 58501
Phone: (701) 255-0822

CASH SALE

Invoice Date	Cust No.	Order No	Page	Invoice No.
10/02/2020	20201	09 - 222303	1 / 1	09 - 191286
License:		Mileage: 0	Time in 3:11 PM	

Sold To: BISMARCK PARK & RECREATIO
400 E FRONT AVE
BISMARCK, ND 58504-5641

Ship To: BISMARCK PARK & RECREATIO
400 E FRONT AVE
BISMARCK, ND 58504-5641

Purchase Ord. No.	Sales Person	Main Phone	Other Phone	Ship Via	Terms: NET 10TH Entered: JAMES Finalized: TA		
		040	(701) 222-6455				
Item No.	Description	Qty Ordered	Qty Shipped	F.E.T.	Price	Net Extension	
PS01	FLAT REPAIR	1	1		33.00	33.00	
SUPT	SHOP SUPPLIES	1	1		2.95	2.95	
3AT22	25X12R12,26X12R12 TR6 ATV TUBE 10BX	1	1		23.98	23.98	

Pay Method	Account	Amount	Signature
VISA M/C	****6485	59.93	

Sub-Total Parts: 26.93
Sub-Total Labor: 33.00
Non-Taxable Amount: 59.93
Taxable Amount: 0.00
Total: 59.93

Lug nuts must be re-torqued within 50 to 100 miles of initial tightening.
Tires should be rotated every 5,000 to 6,000 miles.
All returned product is subject to inspection prior to credit being issued. Any product returned after 30 days from invoice date is subject to a 15% restocking fee. Discontinued or special order product is not eligible for return.

X

Customer Authorization for Total

OK TIRE BISMARCK 09
3935 E DIVIDE AVE
BISMARCK, ND. 58501
701-255-0822

Merchant ID: 8015410601
Term ID: 0017340008015410601001

Sale

XXXXXXXXXX6485
VISA

Entry Method: Swiped

Amount: \$ 59.93
Tax: \$ 0.00
Total: \$ 59.93

10/02/20 09:25:28
Inv #: 000002 Appr Code: 069061
Apprvd: Online

Customer Copy
THANK YOU!

we will be open Saturdays starting May 2nd. Afterhours Service Available

Mowed Tire

INVOICE

Invoice # 1900501036880

INTERSTATE ALL BATTERY CENTER901 E. Main Avenue,
Bismarck, ND 58501

Phone (701)221-2400



Bill To: C90050000000351

BISMARCK PARKS & REC
400 E Front Ave
Bismarck, ND 58504-5641

Ship To: C90050000000351

BISMARCK PARKS & REC
400 E Front Ave
Bismarck, ND 58504-5641
(701)222-6455Store 9005
Salesperson BILL GERVINGTransaction 230814
P.O.

Invoice Date 10/13/2020

Item #	Description	Backordered Qty	Quantity	Price	Ext Price
SRM-27	MARINE/RV BATTERY		1	\$108.40	\$108.40 E
0000093	AUTO CORE CHG(SRV SKU)		1	\$0.00	\$0.00 E
Subtotal					\$108.40
Tax					\$0.00
Total Charges					\$108.40
					\$108.40

Sale
VISA CREDIT
*****6485
Auth #: 052871
Chip
AID a000000003101001TVR 0880008000
AC acf1e3067423ba86
TSI f800
ARC 00
IAD 06010a03a00000

I have received the goods listed above and agree to pay the Balance Due according to the terms shown.

I certify that the above goods are sales tax exempt and a sales tax permit number E4674 for Government Agency has been provided.

I agree to pay the above amount according to my card payer agreement.

Printed Name: _____

Signature: _____

See www.InterstateBatteries.com/warranty for product specific warranty terms. Warranty is void where any battery has been subject to misuse, abuse, alteration or where any battery has been repaired or attempted to have been repaired. The following terms apply to all products sold under this invoice:

LIMITATION OF REMEDIES: ALL PRODUCT WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER, AND THERE ARE NO OTHER WARRANTIES BY SELLER EXCEPT WHERE REQUIRED BY LAW, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SOLE AND EXCLUSIVE REMEDY OF ANY PURCHASER WITH RESPECT TO ANY FAILURE, EXPENSE, LOSS DAMAGE OR INJURY FOR ANY PRODUCT SOLD HEREUNDER SHALL BE REPLACEMENT OF THE PRODUCT WITHOUT CHARGE DURING THE APPLICABLE WARRANTY PERIOD. PURCHASER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, THE RECOVERY OF PUNITIVE DAMAGES, CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUCH AS THE COST OF INSTALLATION, TOWING CHARGES OR ANY LABOR) SHALL BE AVAILABLE TO PURCHASER FOR PRODUCTS PURCHASED HEREUNDER, SUCH DAMAGES BEING EXPRESSLY EXCLUDED HEREBY.

CONDITIONS OF SALE: All amounts are due and payable at the Seller's address. Purchaser agrees that jurisdiction and venue for any action to collect amounts that may be owed pursuant to this invoice shall be the county in which the Seller's principal office is located. All collection costs, including attorney's fees, shall be paid by the Purchaser.

Picking Ticket

COD

Picking Ticket #



87111123

Page

1 of 1

Ship From : 70262

Praxair Distribution Inc
PRAXAIR PKG BISMARCK ND HS
820 E FRONT AVE
BISMARCK ND 58504-5647
701-223-8255

Ship To : 71842777 CU Cust # : G718J
BISMARCK PARKS & RECREATION
400 E FRONT AVE
BISMARCK ND 58504

Caller Name
Caller Phone #

David
701-226-4955

Order # : 26950153 ORD TYPE : ZO
Shipment # :
Order Date : 10/16/2020 Promise Date : 10/16/2020
Order Processed By : Johnny Brown, USAJDB38
Phone # :
Ship Via : POS Walk-in
Route # : Z00
Carrier Name :
Rev Brn : 70262 10/16/2020 02:49PM EST

Sold To: 71842777

BISMARCK PARKS & RECREATION
400 E FRONT AVE
BISMARCK ND 58504

Customer #



71842777

Card

Order #



26950153

PO # :
Release # :
Phone # : 701-222-6455

QTY SHIP	UM	H M	ID NUMBER	DESCRIPTION & HAZARD CLASS	LINE NO	ITEM NO/ CUST.ITEM NO	QTY ORDER	QTY BKORD	CYLINDERS SHIP	RET	TAX Y/N	VOL/ WT	UNIT AMOUNT	EXTENDED AMOUNT
1	EA			ELEC HOLDER 250A AF-25 TONG	3.000	LEN01030	1	0			Y	NA	30.40	30.40
						Mfg # 01030 LOC#: 1P019						1.03 LB		
1	EA			MACHINE PLUG LDP-50M DINSE BK	2.000	LEN05303	1	0			Y	NA	14.79	14.79
						Mfg # 05303 LOC#: 1P019						.47 LB		
1	EA			TORCH ADAPTER	4.000	MIL195378	1	0			Y	NA	88.00	88.00
						Mfg # 195378 LOC#: 1P048						.65 LB		
1	EA			TIG TORCH ASSY 1 PC 12'6 RBR PRS	5.000	PRS17FV-12-R	1	0			Y	NA	84.99	84.99
						Mfg # 17FV-12-R LOC#: 1P048						2.75 LB		
12	FT			WELD CABLE #2 250'	1.000	PRS2-250	12	0			Y	NA	1.88	22.56
						Mfg # 640527.01.001 LOC#: CABLE WALL						3.12 LB		

Card 6485 088471 Amount 240.74 Payment Date 00:2
Card Entry: Pin: N Sign: Y
AID: A000000003101001 TVR: 0000008000 TSI: F800 ARC: 00 MID: 30990 TID: 70262_CT2

Total weight 8.02 LB

EMERGENCY RESPONSE TELEPHONE NUMBER:
CALL CHEMTREC 1-800-424-9300

WARNING: Transporting flammable gases and/or hazardous materials in an enclosed van, automobile or automobile trunk is very dangerous because it can cause a fire or explosion resulting in serious injury or death. Read cylinder label warnings, Safety Data Sheets (SDSs) and/or safety booklet P-3499.

PLACARDS OFFERED ☐ ACCEPTED ☐ REJECTED

Sub Total	USD 240.74
Tax (%)	
Total Sales	USD 240.74

This is to certify that the above named materials are properly classified, described, packaged, marked, labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Authorized Signature _____

Received by _____

Picking Ticket

COD

Picking Ticket #



87128724

Page

1 of 1

Ship From : 70262

Praxair Distribution Inc
PRAXAIR PKG BISMARCK ND HS
820 E FRONT AVE
BISMARCK ND 58504-5647
701-223-8255

Ship To : 71842777 CU Cust # : G718J
BISMARCK PARKS & RECREATION
400 E FRONT AVE
BISMARCK ND 58504

Caller Name : DAVID
Caller Phone # :

Order # : 27032672 ORD TYPE : ZO
Shipment #
Order Date : 10/19/2020 Promise Date : 10/19/2020
Order Processed By : Johnny Brown, JDB
Phone #
Ship Via : Customer Pick Up
Route# : Z00
Carrier Name :
Rev Bm : 70262 10/19/2020 03:19PM EST

Sold To: 71842777

BISMARCK PARKS & RECREATION
400 E FRONT AVE
BISMARCK ND 58504

PO # : MC DOWEL DAM
Release #:
Phone # : 701-222-6455

Customer #



71842777

Card

Order #



27032672

QTY SHIP	UM	H M	ID NUMBER	DESCRIPTION & HAZARD CLASS	LINE NO	ITEM NO/ CUST.ITEM NO	QTY ORDER	QTY BKORD	CYLINDERS SHIP	RET	TAX Y/N	VOL/ WT	UNIT AMOUNT	EXTENDED AMOUNT
1	CYL	X	UN1956	COMPRESSED GAS, N.O.S. (ARGON, CARBON DIOXIDE), 2.2	1.000	AR STAR14-S	1	0	1		Y	175 CF 92.00 LB	72.94	72.94
				STARGOLD C25 ARG-CO2 25% S										
1	EA			RESALE CYLINDER S SIZE	2.000	CYLRESALE-S	1	0			Y	NA 1.00 EA	310.00	310.00
1	EA			DEMAND CHARGE CYLINDERS	4.000	UZZZDEMANDCHG CYL	1	0			Y	NA 1.00 EA	0.91	0.91
1	EA			HAZARDOUS MATERIAL CHARGE	3.000	UZZZHMD3	1	0			Y	NA 1.00 EA	15.95	15.95

Tis Welder

Card Visa 6485 085661 Amount 399.80 Payment Date 10/19/202 14:16:17
Card Entry: Pin: N Sign: Y Credit VISA CREDIT
AID: A000000003101001 TVR: 0000008000 TSI: F800 ARC: 00 MID: 30990 TID: 70262_CT2

Total weight 92.00 LB

EMERGENCY RESPONSE TELEPHONE NUMBER:
CALL CHEMTREC 1-800-424-9300

WARNING: Transporting flammable gases and/or hazardous materials in an enclosed van, automobile or automobile trunk is very dangerous because it can cause a fire or explosion resulting in serious injury or death. Read cylinder label warnings, Safety Data Sheets (SDSs) and/or safety booklet P-3499.

Sub Total	USD 399.80
Tax (%)	
Total Sales	USD 399.80

This is to certify that the above named materials are properly classified, described, packaged, marked, labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

PLACARDS OFFERED ☐ ACCEPTED ☐ REJECTED

Authorized Signature Johnny Brown, JDB

Received by

Give us feedback @ survey.walmart.com
Thank you! ID #:7PB5LHJH347

Walmart *

701-223-3066 Mgr:TIM
2717 ROCK ISLAND PL
BISHARCK ND 58504

ST# 01534 OPH 007068 TE# 90 TR# 05379
PRODUCT SERIAL # JCH20059576565
BATT-70N 06811314422 98.76 0
BATT CORE FE 068113107867 12.00 0
** VOIDED ENTRY **
BATT CORE FE 068113107867 12.00-0
SUBTOTAL 98.76
TOTAL 98.76
VISA TEND 98.76

VISA CARD **** * 6405 I 1

APPROVAL # 039950

REF # 020669764226

TRANS ID - 300286734429801

VALIDATION - ULPT

PAYMENT SERVICE - E

AID 0000000003101001

AAC F0D6CBFC08A342FE

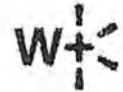
TERMINAL # SC011052

10/12/20 15:24:04

CHANGE DUE 0.00

ITEMS SOLD 1

TC# 1416 9207 9618 3472 3506



Introducing Walmart+

Join today at walmart.com/plus

*****SAVE RECEIPT*****

* RETURN OLD BATTERY FOR PROPER *

RECYCLING AND REFUND OF BATTERY

* DEPOSIT WITH THIS RECEIPT *

Low Prices You Can Trust. Every Day.

10/12/20 15:24:14

CUSTOMER COPY



701 South Washington
Bismarck, ND 58504
701-223-9582

PROD ID	QTY	UM	PRICE	TOTAL
CATCH & RELEASE ANIMAL TRAP	2	PACK		
5320581	1	EA	41.990	41.99 n
DUKE TRAP HD LARGE CAGE				
63220089	1	EA	54.990	54.99 n
SUBTOTAL				96.98
Tax				0.00
TOTAL				96.98
Visa				96.98

XXXXXXXXXXXX6485 (Approved)
ROBINSON/DAVID

Rec'd

10/13/20 14:34:31 016 64960421016
1610111 BISMARCK PARKS & RECREATION
ATB: *ALL NEED A PO
GOV: 1610111
PO NUMBER: mcdowell
INVOICE #: 5589595 WSID: RSIWS1280
A69DB7F6-CD7F-4B2D-8F2E-0B5919C479D9
0923DS 4.0.20.211 TILL ID: 04

Thanks for choosing Runnings!
Shop for Whatever You Want
Whenever You Want
Visit www.runnings.com

Text "JOIN" at 59957
for new sale & promo alerts.




**Bismarck
Lumber**

 2200 E. MAIN • P.O. BOX 427 • BISMARCK, ND 58501
 TEL. (701) 223-2145 • FAX (701) 224-8395

Customer No.	Job No.	Purchase Order No.	Reference	Terms	Clerk	Date	Time
226455		MCDOWELL	PO # MCDOWELL ORD# 564475	NET 25TH	RB	10/12/20	4:04

Sold To

 BISMARCK PARKS & REC
 400 E FRONT AVENUE

BISMARCK ND 58504

Ship To

ROBINSON/DAVID

DEL. DATE: 10/12/20 TERM#567

SLSPR: RB RANDY BIEBER

TAX : NT NO TAX

DOC# F64475

* INVOICE *

ORDR 564475

THE LUMBER YARD'S regular billing date is the 25th of each month with balances due and payable net by the 10th of the following month. A LATE CHARGE or FINANCE CHARGE may be made in the amount of 2% calculated on the 25th day of each month on the balance as of the 25th day of the previous month.

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	LOCATION	UNITS	PRICE / PER	EXTENSION
1		EA	10408P2	PINE #2 1 X 4 - 8'	UPSP2	1	4.21 /EA	4.21 N

MID:*****0500

APP:030177 XR:564475

** PAYMENT RECEIVED **

** PAID IN FULL **

4.21	TAXABLE	0.00
	NON-TAXABLE	4.21
	SUBTOTAL	4.21

 BANKCARD PAYMENT
 BKCRD#XXXXXXXXXX6485

4.21	TAX AMOUNT	0.00
	TOTAL AMOUNT	4.21

X

Received By


**Bismarck
Lumber**

 2200 E. MAIN • P.O. BOX 427 • BISMARCK, ND 58501
 TEL. (701) 223-2145 • FAX (701) 224-8395

Customer No.	Job No.	Purchase Order No.	Reference	Terms	Clerk	Date	Time
226455		MCDOWELL	PO # MCDOWELL ORD# 566053	NET 25TH	RB	10/23/20	12:12

Sold To

 BISMARCK PARKS & REC
 400 E FRONT AVENUE

BISMARCK ND 58504

Ship To

ROBINSON/DAVID

DEL. DATE: 10/23/20 TERM#567

SLSPR: RB RANDY BIEBER

TAX : NT NO TAX

DOC# F66053

* INVOICE *

ORDER 566053

THE LUMBER YARD'S regular billing date is the 25th of each month with balances due and payable net by the 10th of the following month. A LATE CHARGE or FINANCE CHARGE may be made in the amount of 2% calculated on the 25th day of each month on the balance as of the 25th day of the previous month.

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	LOCATION	UNITS	PRICE / PER	EXTENSION
1		EA	10608P2	<u>PINE #2 1 X 6 - 8'</u>	UPSP2	1	6.78 /EA	6.78 N
MID: *****0500				APP:041799	XR:566053			
				** PAYMENT RECEIVED **				
				** PAID IN FULL **				
				BANKCARD PAYMENT				
				BKCRD#XXXXXXXXXXXX6485				
					6.78	TAXABLE		0.00
						NON-TAXABLE		6.78
						SUBTOTAL		6.78
					6.78	TAX AMOUNT		0.00
						TOTAL AMOUNT		6.78

X

Received By



MENARDS - BISMARCK
3300 State Street
Bismarck, ND 58503

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 01/07/21

If you have questions regarding the
charges on your receipt, please
email us at:
BISMfrontend@menards.com



Sale Transaction

Tax Exempt ND0012164
Church/Non-Profit

CBT SLD ACRYLC DECK NTLB		
5533175	2 @44.98	
MASTER 6" X 1/2" HC 2 PK		589.96 NT
5611781		3.99 NT
LOCTITE PRECISION GLUE		
2516734	2 @2.86	5.72 NT

TOTAL SALE 99.67
VISA CREDIT 6485 99.67
PO # McDougal dam
Auth Code:071399
Chip Inserted
a000000003101001
TC - bdf2129674a42f3

TOTAL NUMBER OF ITEMS = 5

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
611

GUEST COPY

PAGE NO 1

Mail Blue Tarp payments to:
Blue Tarp Financial, Inc.
PO Box 105525
Atlanta, GA 30348-5525

PURCHASE ORDER
BISMARCK PARKS AND RECREATION DISTRICT
 400 East Front Avenue • Bismarck, ND 58504
 Phone: (701) 222-6455 • Fax (701) 221-6838

No. 83486

ND Tax Exempt Number: E-4674
 Federal ID Number: 45-0409352

Name O Reilly

Vendor 682

Address _____

Date 11/4/20

Notes Water truck - repair parts

Acct #	Project Number	Cost
01.12.000.531400		
Description		\$58.00
01.12.000.531400		
Description		\$167.24
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		

Employee's Signature [Signature]

Total \$225.24

Manager's Signature [Signature]

Approved By [Signature]

ORIGINAL



DEDICATED TO THE PROFESSIONAL

Store 1536, 2201 E BISMARCK EXPY,
BISMARCK, ND 58504 (701) 258-8755

Bill To:

BISMARCK PARKS AND RECRE

400 EAST FRONT AVENUE
BISMARCK, ND 58504

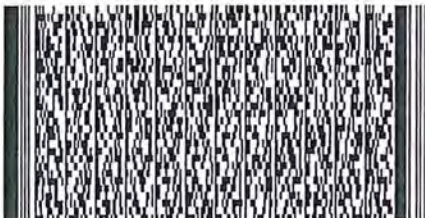
Invoice	1536-171893
Sale Type	CHARGE SALE
Date	09/01/2020 6:51 PM
Ship Via	
PO Number	seth

Counter #	Customer Account	Ordered By	Special Instructions
149113	806814	seth	

Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Net	Extended
1	MPI	2-3201	DIST ROTOR	1Y	EA	N	13.54	4.56	4.56
1	MPI	2-4201	Dist Cap	1Y	EA	N	18.63	9.04	9.04
1	OMS	9139	IGN WIRE SET	LT	ST	N	44.05	24.48	24.48
8	CHP	404	SPARK PLUG	2Y	EA	N	4.22	2.49	19.92

** Historical Reprint **

11 Items



X

Customer Signature



Sub-Total	58.00
Sales Tax	0.00
Total	58.00

WWW.FIRSTCALLONLINE.COM

Please visit www.firstcallonline.com/warranty for warranty details

1/1

WE APPRECIATE YOUR BUSINESS!

Remit To: PO BOX 9464, SPRINGFIELD, MO 65801-9464



DEDICATED TO THE PROFESSIONAL

Store 1536, 2201 E BISMARCK EXPY,
BISMARCK, ND 58504 (701) 258-8755

Bill To:

BISMARCK PARKS AND RECRE

400 EAST FRONT AVENUE
BISMARCK, ND 58504

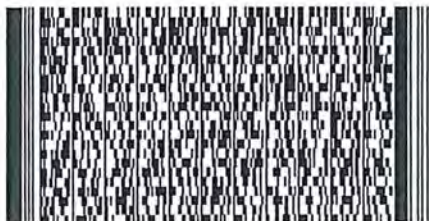
Invoice	1536-172103
Sale Type	CHARGE SALE
Date	09/02/2020 7:43 PM
Ship Via	
PO Number	seth

Counter #	Customer Account	Ordered By	Special Instructions
149113	806814	seth	

Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Net	Extended
2	STD	TJ22	FUEL INJ	LT	EA	N	227.10	83.62	167.24

** Historical Reprint **

2 Items



X
Customer Signature



Sub-Total	167.24
Sales Tax	0.00
Total	167.24

WWW.FIRSTCALLONLINE.COM

Please visit www.firstcallonline.com/warranty for warranty details

1/1

WE APPRECIATE YOUR BUSINESS!

Remit To: PO BOX 9464, SPRINGFIELD, MO 65801-9464

PURCHASE ORDER
BISMARCK PARKS AND RECREATION DISTRICT
400 East Front Avenue • Bismarck, ND 58504
Phone: (701) 222-6455 • Fax (701) 221-6838

No. **83484**

ND Tax Exempt Number: E-4674
Federal ID Number: 45-0409352

Name Runnings

Vendor 785

Address _____

Date 10-27-2020

Notes Shop supplies and winter prep.
Battery charger, drill + drive set, ratchet
anti freeze

		Project Number	Cost
Acct #	01.12.000.531400		261.72
Description	Vehicle maintenance + winter		
Acct #			S
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
		Total	261.72

Employee's Signature [Signature]

Manager's Signature [Signature]

Approved By [Signature]

ORIGINAL



Charge
016 - Bismarck

PROD ID	QTY	UM	PRICE	TOTAL
BATTERY CHARGER/MAINTAINER 1.5A ONB				
7384295	2	EA	39.990	79.98 n
DRILL AND DRIVE SET 40PC SHOCKWAVE				
5472044	2	EA	27.990	
Sale Price			19.990	39.98 n
RETRACT RATCHET 1" X 10' 2 PK CAMO				
11242750	2	EA	29.990	59.98 n
BATTERY HOT PAD HTR 5.5"X8.5"				
11770141	2	EA	27.910	55.82 n
RV ANTIFREEZE -50 2.5GAL PREMIUM				
30870093	4	EA	7.290	
Sale Price			6.490	25.96 n
SUBTOTAL				261.72
Tax				0.00
TOTAL				261.72
Charge Account				261.72

Runnings

701 S. Washington
Bismarck, ND 58504

I certify that I am authorized to charge on this account. I also agree to pay according to the charge-account agreement.

X: _____
*ALL NEED A PO

10/14/20 13:24:38 016 64970317016
1610111 BISMARCK PARKS & RECREATION
400 E FRONT AVE
BISMARCK, ND 58504-0000 USA
ATB: *ALL NEED A PO
GOV: 1610111
PO NUMBER: mcdowe11
INVOICE #: 5590285 WSID: RSIWS1948
3997EBFF-6752-4CA8-A16D-FDD5E225406D
01358S 4.0.20.211 TILL ID: 06

Charge

016 - Bismarck
Copy 1 of 2

BISMARCK PARKS AND RECREATION DISTRICT
400 East Front Avenue • Bismarck, ND 58504
Phone: (701) 222-6455 • Fax (701) 221-6838

ND Tax Exempt Number: E-4674
Federal ID Number: 45-0409352

Address

Vendor

Date _____

Notes

Employee's Signature _____

Manager's Signature

Approved By

ORIGINAL



DEDICATED TO THE PROFESSIONAL
Store 1536, 2201 E BISMARCK EXPY,
BISMARCK, ND 58504 (701) 258-8755

Bill To:

BISMARCK PARKS AND RECRE

400 EAST FRONT AVENUE
BISMARCK, ND 58504

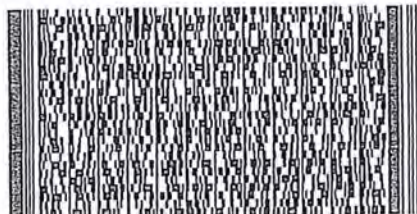
Invoice	1536-177727
Sale Type	CHARGE SALE
Date	10/02/2020 8:54 AM
Ship Via	
PO Number	mcdowell

Counter #	Customer Account	Ordered By	Special Instructions
509268	806814	seth	

Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Net	Extended
1	CHP	868-1	SPARK PLUG	1Y	EA	N	3.54	2.09	2.09
5	NGK	7734	COPPER PLUG	1Y	EA	N	5.07	2.99	14.95
1	PRI	7-02742-1	AIR FILTER	LT	EA	N	27.10	15.99	15.99

** Historical Reprint **

7 Items



X
Customer Signature



Sub-Total	33.03
Sales Tax	0.00
Total	33.03

WWW.FIRSTCALLONLINE.COM

Please visit www.firstcallonline.com/warranty for warranty details

1/1

WE APPRECIATE YOUR BUSINESS!

Remit To: PO BOX 9464, SPRINGFIELD, MO 65801-9464



DEDICATED TO THE PROFESSIONAL

Store 1536, 2201 E BISMARCK EXPY,
BISMARCK, ND 58504 (701) 258-8755

Bill To:

BISMARCK PARKS AND RECRE

400 EAST FRONT AVENUE
BISMARCK, ND 58504

Invoice	1536-186211
Sale Type	CHARGE SALE
Date	11/18/2020 8:10 PM
Ship Via	
PO Number	seth

Counter #	Customer Account	Ordered By	Special Instructions
543850	806814	seth	

Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Net	Extended
1	PER	27005	5g ThreadLck	MD	EA	N	13.54	7.99	7.99
1	DOR	965-112D	WASHER	LT	BP	N	7.27	4.29	4.29
1	DOR	981-525	FLANGED BOLT	LT	BP	N	7.27	4.29	4.29

3 Items

We have banners for your shop! Ask your O'Reilly Rep for a full listing.



X

Customer Signature



Sub-Total	16.57
Sales Tax	0.00
Total	16.57

WWW.FIRSTCALLONLINE.COM

Please visit www.firstcallonline.com/warranty for warranty details

1/1

WE APPRECIATE YOUR BUSINESS!

Remit To: PO BOX 9464, SPRINGFIELD, MO 65801-9464

PURCHASE ORDER
BISMARCK PARKS AND RECREATION DISTRICT
400 East Front Avenue • Bismarck, ND 58504
Phone: (701) 222-6455 • Fax (701) 221-6838

No. 83489

ND Tax Exempt Number: E-4674
Federal ID Number: 45-0409352

Name James Vault

Vendor 482

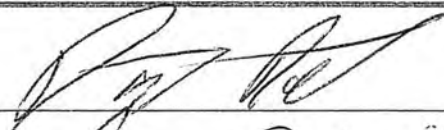
Address _____

Date 11-3-20

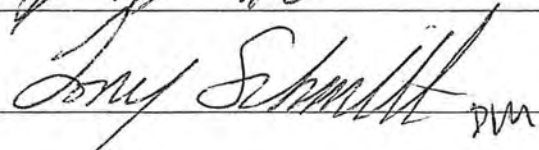
Notes Parking blocks

Acct #		Project Number	Cost
01.12.000.531400			\$964.75
Description			
6' parking blocks			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			

Employee's Signature



Manager's Signature

 DVM

Total

\$964.75

Approved By _____

ORIGINAL

1919 LOVETT AVENUE
BISMARCK, ND 58504-6736
701-223-4625

ALL claims and returned goods MUST be accompanied by this bill.

28199

Rec'd by

THE A NEW VOICE

PURCHASE ORDER
BISMARCK PARKS AND RECREATION DISTRICT
400 East Front Avenue • Bismarck, ND 58504
Phone: (701) 222-6455 • Fax (701) 221-6838

No. **83487**

ND Tax Exempt Number: E-4674
Federal ID Number: 45-0409352

Name ND State Surplus

Vendor 648

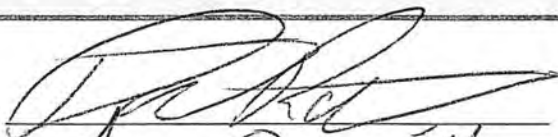
Address _____

Date 11/9/2020

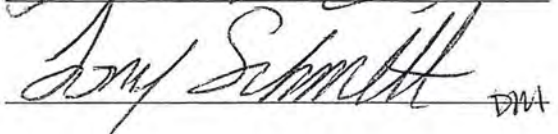
Notes TIG welder

		Project Number	Cost
Acct #	<u>01.12.000.531700</u>		
Description	<u>TIG welder</u>		<u>\$300.00</u>
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			

Employee's Signature



Manager's Signature



Total

\$300.00

Approved By _____

ORIGINAL



NORTH DAKOTA SURPLUS PROPERTY

Warehouse: 1278 Hemlock Street
Mail To: 600 E Boulevard Ave - Dept 15
Bismarck ND 58505-0608
A Division of the Office of Management & Budget/Central Services Division
www.nd.gov/omb/surplus

Office: 701-328-9665
Warehouse: 701-328-9666
Fax: 701-328-9669
Email: surplus@nd.gov

Page 1

Document Number: 145020 / 23926
BISMARCK PARKS AND RECREATION
DAVID ROBINSON
400 EAST FRONT AVENUE

Number: BIS0012

11/03/20

BISMARCK, NORTH DAKOTA 58504
Phone: (701) 222-6455
Remarks:

Inventory Number	Description of Property	Qty Unit	Cost	Handling Charge
38-020-0500-39-002	ELECTRIC ARC WELDING EQUIPMENT W8086B01810033	1	300.00	300.00

NDSASP Rep: RANDY

Total 300.00
Amount Applied 0.00
Total Due: 300.00

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 41 CFR 105-68, certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency and where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

THIS IS YOUR STATEMENT
Remit To
North Dakota Surplus Property
600 E Boulevard Ave - Dept. 15
Bismarck, ND 58505-0608

As the authorized agent of the above donee, I accept the property listed above and commit the donee to comply with the terms and conditions printed on the other side of this document.

Signature

Date

CAPITAL ELECTRIC COOPERATIVE

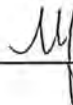
<u>Acct. No.</u>	<u>Location</u>	<u>Amount</u>
327635	Fish Cleaning	60.39
3678301	2000 Shiloh Dr	42.43
3678302	2000 Shiloh Dr Scheels Bstr Pump	165.32
3678303	2000 Shiloh Dr Concessions	40.72
3678304	101 Nina Lane	30.50
3678305	5807 Sonora Way	30.50
3678306	4800 Durango Dr Shelter	28.07
3678307	4000 Valley Dr	331.20
3678308	3620 Cogburn Rd	24.65
868000	Pioneer Park	147.95
868001	McDowell House	193.98
868002	McDowell Rec Area	147.76
868004	Sibley Pk Ent	260.32
868006	Sib Comfort St	31.88
868009	East Shelter - Sibley	33.99
868010	West Shelter - Sibley	34.27
868013	Sib Campsite	332.50
868014	Sib Campsite	260.52
868015	Sib Campsite	222.96
868016	Sib Campsite	32.81
868018	Otlts/#1 Stat - Sibley	99.49
868020	Fore Seasons	2,001.59
868021	Pebble Crk Golf Course Irrig	64.89
868022	Pebble Creek Golf Course	39.41
868023	2025 E Cent Maint Shack	126.46
868025	Sib Comfort St	704.00
868026	Otlts/Old Pump - Sibley	479.70
868027	5001 S Washington St-Sibley	81.64
868029	1951 NE 93rd St-McDowell	25.00
827100	FO Eagles	49.00
868030	Igoe Park	25.00
		<u><u>\$ 6,148.90</u></u>

CAPITAL ELECTRIC COOPERATIVE

Vendor 175

Billing date: 11/05/2020	01.12.000.540130	366.74
	01.15.000.540130	2,574.08
	01.05.120.540130	2,232.35
	01.04.000.540130	975.73
TOTAL		<u><u>\$ 6,148.90</u></u>

Finance Director





4111 State Street
PO Box 730
Bismarck, ND 58503
Office: (701) 223-1513
Payments: (877) 853-5928
www.capitalelec.com

Statement Date
Account Number
Due Date

11/05/2020
868001
11/20/2020

Billing Summary

Previous Balance		\$193.14
Payment(s) Received	Thank You!	\$-193.14
Balance Forward		\$0.00
Charges		\$193.98
Amount Due		\$193.98

12062 1 AV 0.389
BIS CITY PARK DISTRICT
PARK & REC
400 E FRONT AVE
BISMARCK ND 58504-5641

5 12062
C-28



Page 1 of 2

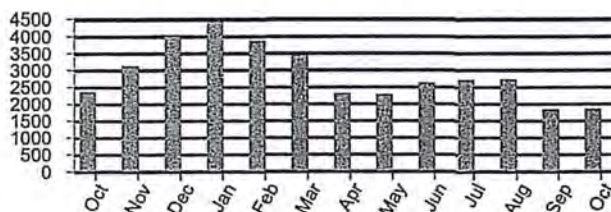
Message(s) Our Office will be closed November 11th for Veteran's Day.

Service Address: SEC 27SW MCDOWELL HOUSE

Meter #	Rate Description	From	To	Days	Previous	Present	Mult.	kWh
86861804	RURAL SMALL COMM UNDER 10KW	10/01/2020	11/01/2020	31	13036	14887	1	1851

Detail of Charges

Monthly Base Charge		\$25.00
Usage Charge	1500 kWh @ \$0.093	\$139.50
	351 kWh @ \$0.084	\$29.48
Current Charges		\$193.98



PERIOD ENDING	OCT 2019	OCT 2020
Avg Daily Temp	40	41
Avg Daily kWh	76	60



4111 State Street
PO Box 730
Bismarck, ND 58503
Office: (701) 223-1513
Payments: (877) 853-5928
www.capitalelec.com

Statement Date
Account Number
Due Date

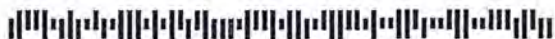
11/05/2020
868002
11/20/2020

Billing Summary

Previous Balance		\$182.98
Payment(s) Received	Thank You!	\$-182.98
Balance Forward		\$0.00
Charges		\$147.76
Amount Due		\$147.76

12063 1 AV 0.389
BIS CITY PARK DISTRICT
PARK & REC
400 E FRONT AVE
BISMARCK ND 58504-5641

5 12063
C-28



Page 1 of 2

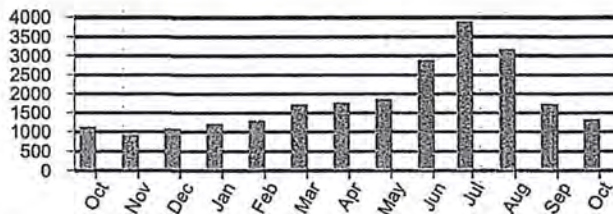
Message(s) Our Office will be closed November 11th for Veteran's Day.

Service Address: SEC 27 MCDOWELL REC AREA

Meter #	Rate Description	From	To	Days	Previous	Present	Mult.	kWh
78904864	RURAL SMALL COMM UNDER 10KW	10/01/2020	11/01/2020	31	636	669	40	1320

Detail of Charges

Monthly Base Charge		\$25.00
Usage Charge	1320 kWh @ \$0.093	\$122.76
Current Charges		\$147.76



PERIOD ENDING	OCT 2019	OCT 2020
---------------	----------	----------

Avg Daily Temp

40

41

Avg Daily kWh

36

43

South Central Regional Water District

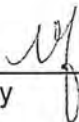
Billing Date	Account #	Account Name	Amount
10/21/2020	05811950-00	BPRD - Hoge Island	34.00
	06801650-00	BPRD - Sibley Park	1,664.10
	05790400-00	BPRD - McDowell Dam House	143.45
	05791540-00	BPRD - McDowell Dam Park	88.75
	06801560-00	BPRD - Sibley Island Caretaker Res.	138.25
	04811010-00	Eagles Park	49.83
Total			2,118.38

South Central Regional Water District

Vendor # 837

Billing Date: 10/21/2020	01.12.000.540150	232.20
	01.15.000.540150	1,802.35
	01.04.000.540150	83.83
TOTAL		2,118.38

Authorized by



Account Number:	05791540-00
Service Address:	MCDOWELL DAM PARK
Last Payment:	174.80 - 10/05/2020
Billing Date:	10/21/2020

BISMARCK PARK - MCDOWELL DAM
400 E FRONT AVE
BISMARCK ND 585045641

Current Reading:	10/01/2020	227100
Previous Reading:	09/01/2020	219800
Usage:		7300

Important Messages

REMINDER: YOU MAY NOW PAY YOUR BILL VIA DEBIT OR CREDIT CARD. YOU CAN CALL 844-793-7222 OR VISIT [HTTPS://SOUTHCENTRAL.BILLINGDOC.NET](https://southcentral.billingdoc.net) IN ORDER TO DO SO YOU WILL NEED YOUR WEB ID FROM YOUR BILL

IF YOU PAY BY CREDIT OR DEBIT CARD THE VENDOR THAT PROCESSES THE PAYMENTS DOES CHARGE A SERVICE FEE

IF YOU WOULD LIKE YOUR BILL E-MAILED TO YOU SEND REQUEST TO CROWE@SOUTHCENTRALWATERND.COM

**IF YOU ARE INTERESTED IN AUTO PAY PLEASE
CALL US AT 258-8710**

USAGE ON THIS BILL IS FROM SEPTEMBER

**OUR OFFICE WILL BE CLOSED ON WED, NOVEMBER 11
IN HONOR OF VETERAN'S DAY**

Service	Current	Past-Due	Balance
MONTHLY MINIMUM	34.00	0.00	34.00
WATER COST	54.75	0.00	54.75
Totals:	88.75	0.00	88.75
DUE DATE	11/10/2020		

THANK YOU FOR YOUR PREVIOUS PAYMENT

USAGE HISTORY IN GALLONS

[illegible]

PLEASE KEEP THIS PORTION FOR YOUR RECORDS
SOUTH CENTRAL REGIONAL WATER DISTRICT
(701) 258-8710



Account Number: 05790400-00
 Service Address: MCDOWELL DAM HOUSE
 Last Payment: 289.85 - 10/05/2020
 Billing Date: 10/21/2020

BISMARCK PARK - MCDOWELL DAM
 400 E FRONT AVE
 BISMARCK ND 585045641

Current Reading: 10/01/2020 1541200
 Previous Reading: 09/01/2020 1525900
 Usage: 15300

Service	Current	Past-Due	Balance
MONTHLY MINIMUM	34.00	0.00	34.00
WATER COST	109.45	0.00	109.45
Totals:	143.45	0.00	143.45
DUE DATE	11/10/2020		

Important Messages

REMINDER: YOU MAY NOW PAY YOUR BILL VIA DEBIT OR CREDIT CARD. YOU CAN CALL 844-793-7222 OR VISIT [HTTPS://SOUTHCENTRAL.BILLINGDOC.NET](https://southcentral.billingdoc.net) IN ORDER TO DO SO YOU WILL NEED YOUR WEB ID FROM YOUR BILL

IF YOU PAY BY CREDIT OR DEBIT CARD THE VENDOR THAT PROCESSES THE PAYMENTS DOES CHARGE A SERVICE FEE

IF YOU WOULD LIKE YOUR BILL E-MAILED TO YOU SEND REQUEST TO CROWE@SOUTHCENTRALWATERND.COM

IF YOU ARE INTERESTED IN AUTO PAY PLEASE CALL US AT 258-8710

USAGE ON THIS BILL IS FROM SEPTEMBER

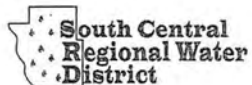
OUR OFFICE WILL BE CLOSED ON WED, NOVEMBER 11 IN HONOR OF VETERAN'S DAY

THANK YOU FOR YOUR PREVIOUS PAYMENT

USAGE HISTORY IN GALLONS

OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	JUL 2020	AUG 2020	SEP 2020	OCT 2020
14700	4900	3300	4600	4300	4400	4300	4300	4300	4300	106200	38400	15300
H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	ESTIMATE	ESTIMATE	ESTIMATE	H-HELD	H-HELD	H-HELD

PLEASE KEEP THIS PORTION FOR YOUR RECORDS
 SOUTH CENTRAL REGIONAL WATER DISTRICT
 (701) 258-8710



South Central Regional Water District

Billing Date	Account #	Account Name	Amount
11/20/2020	05811950-00	BPRD - Hoge Island	34.25
	06801650-00	BPRD - Sibley Park	34.25
	05790400-00	BPRD - McDowell Dam House	80.00
	05791540-00	BPRD - McDowell Dam Park	47.75
	06801560-00	BPRD - Sibley Island Caretaker Res.	59.75
	04811010-00	Eagles Park	34.25
Total			290.25

South Central Regional Water District

Vendor # 837

Billing Date: 11/20/2020	01.12.000.540150	127.75
	01.15.000.540150	94.00
	01.04.000.540150	68.50
	TOTAL	290.25

Authorized by



P.O. Box 4182
Bismarck, ND 58502-4182

(701) 258-8710 • Fax (701) 223-6041
Office Hours M-Th 8-4:30 and F 8-4
www.southcentralwaternd.com

Account Number: 05790400-00
Service Address: MCDOWELL DAM HOUSE
Billing Date: 11/20/2020
Current Charges: 80.00
Past Due Charges: 0.00
Amount Due by 12/10/2020: 80.00
Amount Due After 12/10/2020: 84.00

☐ Check here if you have had a mailing address change
and indicate this change on the back of the stub.



BISMARCK PARK DISTRICT
400 E FRONT AVE
BISMARCK ND 58504-5641



776 Web ID

Amount Enclosed: 80.00

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Please Make Checks Payable to: SOUTH CENTRAL REGIONAL WATER or SCWD

Account Number: 05790400-00
Service Address: MCDOWELL DAM HOUSE
Last Payment: 143.45 - 11/20/2020
Billing Date: 11/20/2020

BISMARCK PARK - MCDOWELL DAM
400 E FRONT AVE
BISMARCK ND 585045641

Current Reading: 11/02/2020 1547800
Previous Reading: 10/01/2020 1541200
Usage: 6600

Service	Current	Past-Due	Balance
MONTHLY MINIMUM	34.00	0.00	34.00
WATER COST	45.75	0.00	45.75
LATE CHARGE	0.25	0.00	0.25
Totals:	80.00	0.00	80.00
DUE DATE	12/10/2020		

Important Messages

REMINDER: YOU MAY NOW PAY YOUR BILL VIA DEBIT OR CREDIT CARD. YOU CAN CALL 844-793-7222 OR VISIT [HTTPS://SOUTHCENTRAL.BILLINGDOC.NET](https://southcentral.billingdoc.net) IN ORDER TO DO SO YOU WILL NEED YOUR WEB ID FROM YOUR BILL

IF YOU PAY BY CREDIT OR DEBIT CARD THE VENDOR THAT PROCESSES THE PAYMENTS DOES CHARGE A SERVICE FEE

IF YOU WOULD LIKE YOUR BILL E-MAILED TO YOU SEND REQUEST TO CROWE@SOUTHCENTRALWATERND.COM

IF YOU ARE INTERESTED IN AUTO PAY PLEASE CALL US AT 258-8710

USAGE ON THIS BILL IS FROM OCTOBER

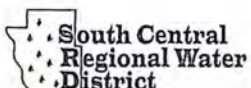
OUR OFFICE WILL BE CLOSED ON DECEMBER 25TH IN CELEBRATION OF CHRISTMAS DAY

THANK YOU FOR YOUR PREVIOUS PAYMENT

USAGE HISTORY IN GALLONS

NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	JUL 2020	AUG 2020	SEP 2020	OCT 2020	NOV 2020
4900	3300	4600	4300	4400	4300	4300	4300	4300	106200	38400	15300	6600
H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	ESTIMATE	ESTIMATE	ESTIMATE	H-HELD	H-HELD	H-HELD	H-HELD

PLEASE KEEP THIS PORTION FOR YOUR RECORDS
SOUTH CENTRAL REGIONAL WATER DISTRICT
(701) 258-8710





South Central Regional Water District

P.O. Box 4182
Bismarck, ND 58502-4182

(701) 258-8710 • Fax (701) 223-6041
Office Hours M-Th 8-4:30 and F 8-4
www.southcentralwaternd.com

Account Number:	05791540-00
Service Address:	MCDOWELL DAM PARK
Billing Date:	11/20/2020
Current Charges:	47.75
Past Due Charges:	0.00
Amount Due by 12/10/2020:	47.75
Amount Due After 12/10/2020:	51.75

☐ Check here if you have had a mailing address change
and indicate this change on the back of the stub.



BISMARCK PARK DISTRICT
400 E FRONT AVE
BISMARCK ND 58504-5641

883 Web ID

Amount Enclosed: 47.75

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Please Make Checks Payable to: SOUTH CENTRAL REGIONAL WATER or SCWD

Account Number:	05791540-00
Service Address:	MCDOWELL DAM PARK
Last Payment:	88.75 - 11/20/2020
Billing Date:	11/20/2020

BISMARCK PARK - MCDOWELL DAM
400 E FRONT AVE
BISMARCK ND 585045641

Current Reading:	11/01/2020	229400
Previous Reading:	10/01/2020	227100
Usage:		2300

Important Messages

REMINDER: YOU MAY NOW PAY YOUR BILL VIA DEBIT OR CREDIT CARD. YOU CAN CALL 844-793-7222 OR VISIT [HTTPS://SOUTHCENTRAL.BILLINGDOC.NET](https://southcentral.billingdoc.net) IN ORDER TO DO SO YOU WILL NEED YOUR WEB ID FROM YOUR BILL

IF YOU PAY BY CREDIT OR DEBIT CARD THE VENDOR THAT PROCESSES THE PAYMENTS DOES CHARGE A SERVICE FEE

IF YOU WOULD LIKE YOUR BILL E-MAILED TO YOU SEND REQUEST TO CROWE@SOUTHCENTRALWATERND.COM

IF YOU ARE INTERESTED IN AUTO PAY PLEASE CALL US AT 258-8710

USAGE ON THIS BILL IS FROM OCTOBER

OUR OFFICE WILL BE CLOSED ON DECEMBER 25TH IN CELEBRATION OF CHRISTMAS DAY

Service	Current	Past-Due	Balance
MONTHLY MINIMUM	34.00	0.00	34.00
WATER COST	13.50	0.00	13.50
LATE CHARGE	0.25	0.00	0.25
Totals:	47.75	0.00	47.75
DUE DATE		12/10/2020	

THANK YOU FOR YOUR PREVIOUS PAYMENT

USAGE HISTORY IN GALLONS

NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	JUL 2020	AUG 2020	SEP 2020	OCT 2020	NOV 2020
1300	12600	0	100	0	5700	1100	35400	34800	24900	20700	7300	2300
H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD

PLEASE KEEP THIS PORTION FOR YOUR RECORDS
SOUTH CENTRAL REGIONAL WATER DISTRICT
(701) 258-8710





Fronteer Payroll Services Inc
4007 State Street, Ste 20 P.O. Box 1315
Bismarck, ND 58502-

Date: November 30, 2020
Invoice #: 0000001572
Terms: Net

Burleigh Co. Water Resource District

Bismarck, ND

Total Due: \$1,950.00

Detach And Return With Payment

Fronteer Payroll Services Inc 4007 State Street, Ste 20 P.O. Box 1315, Bismarck, ND 58502-

Description	Amount	Total
November Monthly Administrative Fee Per Agreement	\$1,950.00	\$1,950.00
Total:		\$1,950.00

Thank you for your business!

INVOICE



The Science You Build On.

PLEASE REMIT TO

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

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

Tracie Day
Burleigh County Water Resource District
1720 Burnt Boat Dr Ste. 205
Bismarck, ND 58503

Date 12/10/2020
Invoice number B236043
Project ID B2010523
Customer account [14671](#)
Customer PO

Sibley Island Levee and Grade Raise

Preliminary Geotechnical Evaluation
Sibley Island Park
Bismarck, ND 58501

For Professional Services rendered through 12/4/2020

1 - Geotechnical Evaluation

1.1 - Drilling Services

\$2,191.00

1.3 - Evaluation/Analysis/Reporting

\$852.00

\$3,043.00

Total Fees

\$3,043.00

Amount Previously Invoiced: \$0.00

Amount Invoiced to Date: \$3,043.00

Please pay from this invoice.

Terms: Due on receipt, 1 1/2% per month after 30 days, 18% annual percentage rate,
unless otherwise specified by written agreement.

	Qty/Hours	Rate	Amount
1 - Geotechnical Evaluation			
1.1 - Drilling Services			
Consulting Services Detail			
Staff Engineer, Hand Auger Boring	5.00	146.00	730.00
Operations Manager	1.00	125.00	125.00
Non-Salary Detail			
Thin-walled sample tubes (ASTM D 15 87), each	2.00	30.00	60.00
GEO Trip Charge	1.00	20.00	20.00
Truck Mounted Drilling Services, per hour	4.00	304.00	1,216.00
Bore hole abandonment, per foot	20.00	2.00	40.00
Total 1.1 - Drilling Services			\$2,191.00
1.3 - Evaluation/Analysis/Reporting			
Consulting Services Detail			
Project Manager	1.00	146.00	146.00
Project Engineer	2.00	177.00	354.00
Senior Engineer	1.50	198.00	297.00
Site layout and utility clearance	0.50	110.00	55.00
Total 1.3 - Evaluation/Analysis/Reporting			\$852.00
Total 1 - Geotechnical Evaluation			\$3,043.00
Total Project			\$3,043.00