



BURLEIGH COUNTY WATER RESOURCE DISTRICT AGENDA

Wednesday, May 11 at 8:00 am

Tom Baker Room, 221 N. 5th Street Bismarck

8:00 a.m. – Call to Order

1. Roll Call (Reep, Landenberger, Palm, Smith, Binegar):
2. **Approval of 04/13/2022 Minutes:**3-5
3. **Amendments and Approval of Agenda:**
4. Comments from Members of the Public: (Items Not on the agenda):
5. McDowell Dam (Landenberger):
 - Facility Update
 - Kayak Launch – Concrete Pad/Install Status
 - Supplemental Water Supply
 - Easement Acquisition Update (2022 Start)
 - NDDWR Cost Share Agreement (signed)6-10
 - NDDWR Cost Share Application – Funding for Infrastructure in North Dakota (FIND)
 - Alternative intake site
 - Principal Spillway Modification11
 - DWRD Project Information and Planning Submission.....12-14
6. Financial Reports (Reep):
 - **Balance Sheet 04/30/2022**15-16
 - **P&L 04/30/2022 YTD**.....17
 - Bravera Bank Required Pledges Notice18
7. Drainage Permits/Complaints/Issues: *Open (Palm)*:
 - ND Game and Fish – netting in Burnt Creek
8. Drainage Permits/Complaints/Issues: *Closed (Palm)*:
 - Secluded Acres – Reviewed/no complaint filed
9. Projects:
 - Sibley Island (Gunsch):
 - Preliminary Engineering Report – Ongoing
 - Alternative (OPC Update)
 - Economic Assessment DWR – Spreadsheet Review
 - Assessment District Creation – Pending TWP participation discussion
 - Apple Creek Floodplain Mapping
 - FEMA Draft Preliminary Mapping — (City/County – Spring 2022)
 - HEI Contract Revision (Pending)
 - Public Comments
 - DWRD Project Information and Planning Submission19-21
 - Burnt Creek (Palm)
 - Erosion Repairs – Contract Update
 - Weed/Cattail Spraying – Contract has been signed22-31

- Fox Island
 - Request for access across levee for spoil placement – Dr. Herringer (Whispering Bay HOA)
- 10. Other Old Business:
 - Burleigh County WRD Assessment District Projects
 - Highway Dept O&M Agreements (draft updates to BCHD)
 - Policy Manual (Additional documents pending)
 - Missouri River Bank Stabilization (interactive web disclosure and source statement)
 - DWRD Project information and planning submission.....32-34
 - Missouri River Educate, Advocate, and Engage update (Reep, Smith)
 - Joint Summer Water Meeting – July 11-13 in Fargo – July Board Meeting Date Change
 - Board Member Orientation (Binegar, Smith, Brenda)
- 11. New Business:
 - ND Supreme Court Decision regarding quick take eminent domain – Cass County35-45
 - Whispering Bay Maintenance Request46
 - Apple Creek Floodplain/Floodway Inquiry47-49
 - Temporary Water Permits.....50-58
 - ESRI Renewal Quote59-62
- 12. Correspondence or Document Information:
 - Plats & SWMP's – Not included due to size...Available on request.
- 13. Approval of Bills: (\$24,052.95) 63**
- 14. Detailed Bills64-109
- 15. Next Meeting: June 15, 2022, 8:00 AM, Tom Baker Room
- 16. Adjourn

Note: Bold Items Require Board Action

BCWRD Meeting Minutes
April 13, 2022 – Zoom Meeting
Draft – not approved yet.

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
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Present: James Landenberger; Dennis Reep; Roger Smith; Cory Palm; Randy Binegar; Michael Gunsch, Houston Engineering; Dave Bliss, Bliss Law Firm, LLC, Kathleen Jones, Burleigh County Commissioner and Wendy Egli, Fronteer Payroll Services
Others Present: Dave Robinson and Dave Mayer (Bismarck Parks & Rec); Casey Einrem (Hwy Dept.), Ken Royse
 Chairman Landenberger called the meeting to order at 8:01 am. Roll call was taken and a quorum was declared.

	Discussion	Action Taken	Responsible Party(s)	Due Date
Approval of 03/09/2022 Minutes	None noted.	Mgr. Reep motion to approve 03/09/2022 minutes; Mgr. Palm second. Carried by unanimous voice vote.		
Amendments and Approval of Agenda	Move Up Missouri River – Ken Royse is on the call.	Mgr. Reep motion to approve agenda; Mgr. Binegar second. Carried by unanimous voice vote.		
Missouri River Educate, Advocate, and Engage update	Ken Royse was in attendance to give an update. So far \$185,000 has been raised to run through 2023. There is a series of articles planned to be run. Mgr. Reep will share those with the board.			
Comments from Members of the Pubic	None noted.			
McDowell Dam				
Facility Update	None noted.			
Kayak Launch	Kayak launch will arrive on the April 19. Concrete work has been awarded. Goal is to have concrete work the end of April or early May.			
Access Audit	Selected Consultant has been notified of award, contracts are in the works.			
Outdoor Heritage Grant Application	Easements- Travis from Houston Engineering is working on contacting landowners. Maps may need updating and alternative routes may be needed. Cost Share Application is ready to be signed. This is for preliminary design work.	Mgr. Reep motion to approve James signing the agreement. Mgr. Palm 2 nd . Motion approved by roll call vote.		
Principal Spillway Modification	Meeting held with NDDWR/NRCS on March 16 th Work is being done to retract an old construction permit and apply for a new one. Discussion was had on the next steps.			

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
Financial Reports				
Balance Sheet	None noted.	Mgr. Reep motion to approve balance sheet; Mgr. Smith second. Carried by unanimous roll call vote.		
Profit & Loss	None noted.	Mgr. Reep motion to approve profit & loss; Mgr. Smith second. Carried by unanimous roll call vote.		
Bravera Pledged Securities Notice	There is a notice in the packet from Bravera for review.			
Drainage Permits/Complaints/ Issues: Open	None noted.			
Drainage Permits/Complaints/ Issues: Closed	None noted.			
Projects				
Sibley Island	There has been no real activity this month.			
Burnt Creek	Repairs are on track. Still waiting on Corps permit for erosion repairs. Should be completed by June 1. Cattail Spraying is still on track; contract is waiting on signatures.			
Other Old Business				
Burleigh Cty. WRD Assessment District Projects – Hwy O&M Agreements	Mike Gunsch has it for review and will reply to Casey Einrem.			
Policy Manual	Neideffer dam needs to be added to portfolios.			
New Business				
Joint Water Meeting	James, Dennis and Kathleen are planning to attend. Meeting scheduled July 11-13 th . Motion to move July meeting to July 6 @ 8 AM. Kathleen will make arrangements for Tom Baker room.	Mgr. Palm motion to approve moving the meeting, Mgr. Binegar second. Carried by unanimous voice vote.		
AOP Meeting	James and Mike Gunsch were both in attendance. Mike sent out what was presented to the board. Majority of discussion was access for boaters etc and that everything is dry.			
Water management Permit	Sample permit in packet			
Temporary Water Permit	Copy of permit in packet for review			
Certificate of Insurance	Certificate from McDowell Dam renter			
NDIRF Meeting notice	Copy of annual meeting notice in packet			
Correspondence or Document Information				

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
Plats & SWMP's	Not included due to size. This is available by request.			
Approval of Bills	Bills were presented totaling \$168,155.41	Mgr. Reep motion to approve payment of bills; Mgr. Binagar second. Carried by unanimous roll call vote.		
Next Meeting	The next meeting date is May 11, 2022 at 8:00 AM in the Tom Baker Room.			04/13/2022

With no further business the meeting adjourned at 9:03 a.m.

Wendy Egli, BCWRD Admin. Secretary

**Agreement for Cost-Share Reimbursement
Burleigh County Water Resource District
McDowell Dam Supplemental Water Supply**

1. PARTIES. This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the Burleigh County Water Resource District (Sponsor).

2. COMMISSION'S RESPONSIBILITY AND INTENT. Commission will provide Sponsor with cost-share, not to exceed \$45,177, as approved by Secretary, to reimburse 40 percent of the actual eligible costs incurred in Sponsor's McDowell Dam Supplemental Water Supply (Project), contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is merely to help Sponsor financially afford Project. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

3. SPONSOR'S RESPONSIBILITIES. Sponsor must:

- a. Complete Project.
- b. Provide continued maintenance for Project.
- c. Ensure all applicable permits (federal, state, and local) are obtained.
- d. Acquire all title to land and easements for Project.
- e. Comply with all North Dakota laws governing the requirements for competitive bids, advertising, and awarding of contracts for construction of Project.
- f. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. State is not responsible for maintaining a Project file.
- g. Provide a progress report to Commission at least every four years if the term of Project exceeds four years. If a progress report is not timely received, or if after a review of a progress report Commission determines Project has not made sufficient progress, Commission may terminate the agreement for Project funding.
- h. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.

4. PROJECT DESCRIPTION AND LOCATION. Project is preliminary engineering for a project to pump water from Apple Creek to McDowell Dam to maintain the service level of the dam for recreation purposes. Project is located in Burleigh County, North Dakota.

5. ELIGIBLE COSTS. Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy.

6. PAYMENT. Commission will make partial payments upon receipt and approval of Sponsor's written request. Sponsor must provide Commission verification of actual costs and a Project status report with each payment request. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include a copy of Project.

7. INDEMNIFICATION. Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

8. INSURANCE. State and Sponsor each must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$250,000 per person and \$500,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per occurrence.
- b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- c. Workers compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.
- d. If subcontractor is domiciled outside State, employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.
- f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form, and must be placed with insurers rated “A-” or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an “A-” rating must be approved by State. The policies must be in form and terms approved by State.
- g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.
- h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.
- i. The insurance required in this agreement, through a policy or endorsement, must include:
 - (1) A “Waiver of Subrogation” waiving any right to recovery the insurance company may have against State;
 - (2) A provision that subcontractor’s insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self-insurance, or self-retention maintained by State must be in excess of the subcontractor’s insurance and must not contribute with it;
 - (3) Cross liability/severability of interest for all policies and endorsements;
 - (4) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;
 - (5) The insolvency or bankruptcy of the insured subcontractor must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.
- j. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

9. BREACH. Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

10. AGREEMENT BECOMES VOID. This agreement is void if not signed and returned by Sponsor within 60 days of Commission’s signature.

11. TERMINATION.

- a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:
 - (1) If Commission determines an emergency exists.
 - (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
 - (3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
 - (4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.
 - (5) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.
- b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.
- c. The rights and remedies of any party provided in this agreement are not exclusive.

12. APPLICABLE LAW AND VENUE. This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

13. SEVERABILITY. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

14. SPOILIATION – PRESERVATION OF EVIDENCE. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

15. MERGER AND MODIFICATION. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.

**NORTH DAKOTA STATE WATER
COMMISSION**

By:

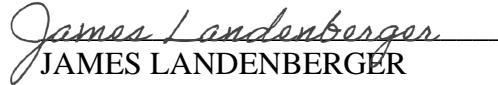


ANDREA TRAVNICEK, PH.D.
Secretary

Date: 03/21/22

**BURLEIGH COUNTY WATER
RESOURCE DISTRICT**

By:



JAMES LANDENBERGER
Chairman

Date: 04/18/2022

May 11, 2022

VIA EMAIL

John Paczkowski, P.E.
North Dakota State Engineer
900 E. Boulevard Ave
Bismarck, ND 58505

**Subject: McDowell Dam Pool Raise
Construction Permit Application {Date and Number}**

Dear John,

On March 16th, a conference call was conducted with affected parties to discuss the proposed McDowell Dam principal spillway modifications. During that call, we were informed the previously submitted construction permit and water permits {Circa 2011} for a proposed raise in the permanent pool at McDowell Dam have not been acted on by the State Engineer. During that discussion, it was determined the original construction permit should be withdrawn and a new one submitted. This is due to changing from the wooden flashboards to a more permanent structural improvement.

On behalf of, and at their request the Burleigh County Water Resource District (BCWRD) hereby rescinds construction permit sent to your office in a letter dated May 3, 2011. The letter included the Water Permit Application and priority date to request the right to store an additional 54.0 acre-feet of water in the McDowell Dam reservoir per our discussion remains in place. Given the NRCS memorandum the BCWRD is considering the results of the change in flows prior to submitting the new construction permit.

If you have any questions, please feel free to contact me.

Sincerely,

Michael H. Gunsch, Senior Project Manager

Enclosures

c: James Landenberger, Chairman BCWRD
BCWRD Board Members, (email)
Michael Gunsch, Houston Engineering, Inc., Bismarck, ND (email)

Project Information and Planning Submission

Received : 4/25/22

Project Name : McDowell Dam Supplemental Water Supply

Local Sponsor : Burleigh County Water Resource District

Location : SE 1/4 Section 27, T139N R80W, Burleigh County, Bismarck, ND

Benefitting Basin : Lower Missouri

Type of Request : ☒ Project ☐ Study

Update Existing Project : ☒

Project Type : General Water Management

Description : The project provides a supplemental water supply through the diversion of available waters from Apple Creek for the recreation reservoir created by McDowell Dam. The McDowell Dam watershed is inadequate to maintain full service levels during extended droughts. Water quality also suffers during normal and low water levels, which negatively impacts the public recreational value of the facility. By supplementing the reservoir's water supply from Apple Creek, full service levels will be maintained, and water quality will improve. The water imported from Apple Creek will be treated to reduce the nitrogen and phosphorus loading into the reservoir.

Problem or Need

Addressed : The State Engineer has approved the water permit appropriation from Apple Creek for the supplemental water supply. There is a time line to perfect this allocation or an extension will need to be requested. The cost share request is based on current polity for recreation.

Project Information and Planning Submission

Received : 4/25/22

Project Name : McDowell Dam Supplemental Water Supply

Local Sponsor : Burleigh County Water Resource District

Location : SE 1/4 Section 27, T139N R80W, Burleigh County, Bismarck, ND

- ☒ Yes ☐ No ☐ N/A : Has a feasibility study been completed?
- ☐ Yes ☒ No ☐ N/A : Is this project federally authorized water supply or flood control with federal funding appropriations?
- ☐ Yes ☒ No ☐ N/A : Is this project federally authorized water supply or flood control without federal funding appropriations?
- ☐ Yes ☐ No ☒ N/A : Does this project correct water supply for a group of users or connect a city to a regional/rural system?
- ☐ Yes ☐ No ☒ N/A : Does this project correct a violation of a primary water quality condition in a water supply system?
- ☐ Yes ☐ No ☒ N/A : Does this project address supply shortages for domestic use in areas with rapid population growth?
- ☐ Yes ☒ No ☐ N/A : Does this project protect from flooding, or involve flood recovery property acquisitions?
- ☐ Yes ☒ No ☐ N/A : Is this project a dam safety repair or emergency action plan?
- ☐ Yes ☒ No ☐ N/A : Is this project an expansion of an existing water supply system?
- ☐ Yes ☒ No ☐ N/A : Is this project a levee system accreditation, water retention, or flood protection property acquisition?
- ☐ Yes ☒ No ☐ N/A : Is this an irrigation system construction project?
- ☐ Yes ☒ No ☐ N/A : Is this a new rural flood control project?
- ☐ Yes ☒ No ☐ N/A : Is this a bank stabilization project?
- ☐ Yes ☒ No ☐ N/A : Is this a snagging and clearing project located in a population center?
- ☐ Yes ☐ No ☒ N/A : Is this project a study, report, analysis, survey, model, evaluation, mapping project, or engineering
- ☐ Yes ☒ No ☐ N/A : Is this project an improvement or extraordinary maintenance of a water supply system?
- ☐ Yes ☒ No ☐ N/A : Is this an improvement or extraordinary maintenance of a rural flood control project?
- ☒ Yes ☐ No ☐ N/A : Is this a recreation project?
- ☐ Yes ☒ No ☐ N/A : Is this an individual rural or farmstead ring dike construction project?
- ☐ Yes ☒ No ☐ N/A : Is this a snagging and clearing project in a sparsely populated area?

Project Information and Planning Submission

Received : 4/25/22

Funding Timeline

	Previous / Current	Next Biennium	2 Biennia after current	Beyond Next 2 Biennia	Total
Federal	0	0	0	0	0
SWC	242,395	0	0	0	242,395
State	696,686	0	0	0	696,686
Local	406,742	0	0	0	406,742
Total	1,345,823	0	0	0	1,345,823

Funding Detail

Source	Amount	Grant or Loan	Term	Interest
NDDWR Cost Share	\$242,395.00			0.00%
OHF Grant	\$696,686.00	Yes		0.00%
Burleigh County WRD	\$406,742.00			0.00%

Implementation Timelines : The Burleigh County Water Resource District (BCWRD) has delayed project implementation until the water permit allocation was approved. Currently the project has been moved forward due to drought conditions in 2021 which resulted in dropping of water elevations in the McDowell Dam Reservoir. Project implementation is planned for the current biennium with design and bidding to occur in 2022. Construction may begin in the fall of 2022 and will be completed in 2023. The project is pursuing an Outdoor Heritage Fund grant for cost sharing, thus reducing the NDDWR cost share amount from the previous submission.

Project Consultant

Name : Travis Johnson
 Title : Project Manager
 Address : 3712 Lockport Street
 City : Bismarck
 State : ND Zip : 58503
 Email : tjohnson@houstoneng.com
 Phone : (701) 226-0227

Project Sponsor

Name : James Landenberger
 Title : Chairman
 Address : P.O. Box 1255
 City : Bismarck
 State : ND Zip : 58502-1255
 Email : james.landenberger@bartwest.com
 Phone : (701) 221-8332

Burleigh County Water Resource District (BCWRD)

Balance Sheet

As of April 30, 2022

	Apr 30, 22
ASSETS	
Current Assets	
Checking/Savings	
Bravera Bank Center Checking	
General Funds	218,399.59
O & M Funds	
Burnt Creek O&M	71,306.41
Fox Island O&M	74.47
Total O & M Funds	71,380.88
Special Assessment Districts	
Apple Valley Special Assessment	1,823.00
Fox Island Special Assessment	13,071.93
MRCC Special Assessment	53,381.12
Total Special Assessment Districts	68,276.05
Bravera Bank Center Checking - Other	1,159,315.02
Total Bravera Bank Center Checking	1,517,371.54
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	265,037.13
Hay Creek Watershed	100,000.00
McDowell Dam (Buffer Zone)	80,000.00
McDowell Dam Capital Improvemen	60,000.00
McDowell Dam Fresh Water Intake	410,000.00
McDowell Rent	10,609.00
Missouri River Bank Stabilizati	124,906.33
Sibley Island	500,000.00
Designated Reserve Funds - Other	419.51
Total Designated Reserve Funds	1,699,989.12
Total Checking/Savings	3,217,360.66
Accounts Receivable	
1100 · Accounts Receivable	3,100.00
Total Accounts Receivable	3,100.00
Other Current Assets	
11000 · Intergovernmental Receivable	8,504.31
11010 · Taxes Receivable	9,875.67
12000 · Undeposited Funds	505.00
Total Other Current Assets	18,884.98
Total Current Assets	3,239,345.64
Fixed Assets	
15005 · Land	112,481.50
15010 · Infrastructure	6,679,991.93
15015 · Land Improvements	1,810,033.62
15020 · Buildings	187,659.68
15025 · Office Furniture & Equipment	162,206.58
15051 · Acc Depr - Infrastructure	-230,788.13
15052 · Acc Depr - Land Improvements	-989,289.34
15053 · Acc Depr - Building	-151,017.71
15054 · Acc Depr - Office Furn & Equip	-114,986.82
Total Fixed Assets	7,466,291.31
TOTAL ASSETS	10,705,636.95

Burleigh County Water Resource District (BCWRD)

Balance Sheet

As of April 30, 2022

	Apr 30, 22
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	3,410.40
Total Accounts Payable	3,410.40
Other Current Liabilities	
24000 · Payroll Liabilities	790.24
Total Other Current Liabilities	790.24
Total Current Liabilities	4,200.64
Long Term Liabilities	
23200 · Rehab Apple Valley Waste Water	150,000.00
237 · Burnt Creek Floodway	265,000.00
23800 · Missouri River Correctional Cen	285,000.00
23900 · Fox Island Improvement	1,275,000.00
25000 · Bond Discount	-26,477.50
Total Long Term Liabilities	1,948,522.50
Total Liabilities	1,952,723.14
Equity	
32000 · Retained Earnings	7,911,515.66
Net Income	841,398.15
Total Equity	8,752,913.81
TOTAL LIABILITIES & EQUITY	10,705,636.95

Burleigh County Water Resource District (BCWRD)
Profit & Loss by Class
January through April 2022

	TOTAL	- General	Apple Valley	Burnt Creek Floodway	Burnt Creek Watershed	Fox Island	McDowell Dam	MRCC	Sibley Island	TOTAL
Income										
31110 · Real Estate Tax	943,905.43	776,885.11	0.00	71,306.41	0.00	74.47	0.00	95,639.44	0.00	943,905.43
31810 · In Lieu of Tax	457.46	457.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	457.46
36110 · Interest	85.74	85.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	85.74
36210 · McDowell Dam Recreation Income	895.00	0.00	0.00	0.00	0.00	0.00	895.00	0.00	0.00	895.00
36215 · McDowell Dam Land Lease	3,100.00	0.00	0.00	0.00	0.00	0.00	3,100.00	0.00	0.00	3,100.00
43610 · State Aid Distribution	17,153.51	17,153.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,153.51
43810 · Reimbursements	36,572.77	2,328.28	1,823.00	284.00	0.00	30,414.51	0.00	1,722.98	0.00	36,572.77
46910 · Misc Revenue	1,237.00	1,237.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,237.00
Total Income	1,003,406.91	798,147.10	1,823.00	71,590.41	0.00	30,488.98	3,995.00	97,362.42	0.00	1,003,406.91
Gross Profit	1,003,406.91	798,147.10	1,823.00	71,590.41	0.00	30,488.98	3,995.00	97,362.42	0.00	1,003,406.91
Expense										
111 · Payroll Expenses										
111A · Payroll Taxes	756.80	756.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	756.80
111 · Payroll Expenses - Other	9,361.50	9,361.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,361.50
Total 111 · Payroll Expenses	10,118.30	10,118.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,118.30
113 · Accounting & Contract Services	8,276.25	8,276.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,276.25
312 · Legal Fees	5,395.25	5,395.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,395.25
315 · Engineering Administration	5,096.00	5,096.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,096.00
411 · Office Expense	1,938.50	1,938.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,938.50
50913 · Interest Expense	17,927.50	1,875.00	0.00	3,750.00	0.00	8,427.50	0.00	3,875.00	0.00	17,927.50
904 · McDowell Dam	329.90	0.00	0.00	0.00	0.00	0.00	329.90	0.00	0.00	329.90
905 · McDowell Dam-Capital Improvemen	18,960.00	0.00	0.00	0.00	0.00	0.00	18,960.00	0.00	0.00	18,960.00
910 · Projects										
Administration	55,447.07	375.00	0.00	605.00	0.00	730.00	53,132.07	605.00	0.00	55,447.07
Engineering	376.25	376.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	376.25
Legal Fees	429.60	429.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	429.60
Total 910 · Projects	56,252.92	1,180.85	0.00	605.00	0.00	730.00	53,132.07	605.00	0.00	56,252.92
937 · Design/Special Assessment	10,962.95	0.00	0.00	0.00	0.00	223.75	0.00	0.00	10,739.20	10,962.95
940 · Operations & Maintenances										
940A · Burnt Creek Watershed	432.00	0.00	0.00	0.00	432.00	0.00	0.00	0.00	0.00	432.00
940 · Operations & Maintenances - Other	26,319.19	0.00	0.00	26,319.19	0.00	0.00	0.00	0.00	0.00	26,319.19
Total 940 · Operations & Maintenances	26,751.19	0.00	0.00	26,319.19	432.00	0.00	0.00	0.00	0.00	26,751.19
Total Expense	162,008.76	33,880.15	0.00	30,674.19	432.00	9,381.25	72,421.97	4,480.00	10,739.20	162,008.76
Net Income	841,398.15	764,266.95	1,823.00	40,916.22	-432.00	21,107.73	-68,426.97	92,882.42	-10,739.20	841,398.15



BRAVERA

April 29, 2022

Burleigh County Water Resource District
Dennis Reep
PO Box 1255
Bismarck, ND 58502

~~Dennis:~~

This letter is to certify that at a meeting of the Bravera Bank Board of Directors on April 27, 2022 the pledge of securities to Burleigh County Water Resource District was approved.

The approval of the pledged securities will be reflected in the April 27, 2022 minutes of the Board of Directors. The following information was reviewed as of March 31, 2022.

Deposits	\$3,341,885
Required Pledges	\$3,126,074
Par Value Pledged	\$3,430,000
Market Value as of March	\$3,305,449

The "Required Pledges" above has been adjusted to reflect an additional \$250,000 of FDIC coverage for interest bearing demand accounts. If you have any questions, please contact me at 701-483-3241.

Sincerely,

Rhonda Maher
Finance Support
Bravera Bank
220 1st Avenue West
Dickinson, ND 58601
701-483-3241
rmaher@bravera.bank

Project Information and Planning Submission

Received : 4/25/22

Project Name : Sibley Island Flood Control

Local Sponsor : Burleigh County Water Resource District

Location : Lincoln Township, Burleigh County, T138N R80-81W, Bismarck, ND

Benefitting Basin : Lower Missouri

Type of Request : ☒ Project ☐ Study

Update Existing Project : ☒

Project Type : Flood Control

Description : The Sibley Island Flood Control project contains two segments. The northern is the Sibley Island Levee and the southern is the Oahe Bend Levee. These levees are part of the Burleigh County 20-foot Flood Protection Plan to protect properties affected by the 2011 Missouri River flood event. The Sibley Island Levee protects 108 rural residential properties, while the Oahe Bend Levee protects 133 to 155 rural residential properties depending on the alignment. The 2011 flood significantly impacted these residences through direct inundation, crawl space flooding, restricted access, damages to septic systems, and loss of trees and landscaping.

Problem or Need

Addressed : A feasibility study was completed on October 26, 2013 by the Burleigh County Water Resource District with funding assistance obtained through the North Dakota State Engineer. Several public information meetings were held related to the Burleigh County 20-foot Flood Protection Plan including one for the Sibley Island Flood Control Project. This study was provided to the SWC planning staff, who recommended the SWC cost share in the Preliminary Engineering Study (PER) which is currently underway. Future funding for design will be requested when the PER is completed and the project voted on and approved by the assessment district.

Project Information and Planning Submission

Received : 4/25/22

Project Name : Sibley Island Flood Control

Local Sponsor : Burleigh County Water Resource District

Location : Lincoln Township, Burleigh County, T138N R80-81W, Bismarck, ND

- ☒ Yes ☐ No ☐ N/A : Has a feasibility study been completed?
- ☐ Yes ☒ No ☐ N/A : Is this project federally authorized water supply or flood control with federal funding appropriations?
- ☐ Yes ☒ No ☐ N/A : Is this project federally authorized water supply or flood control without federal funding appropriations?
- ☐ Yes ☐ No ☒ N/A : Does this project correct water supply for a group of users or connect a city to a regional/rural system?
- ☐ Yes ☐ No ☒ N/A : Does this project correct a violation of a primary water quality condition in a water supply system?
- ☐ Yes ☐ No ☒ N/A : Does this project address supply shortages for domestic use in areas with rapid population growth?
- ☒ Yes ☐ No ☐ N/A : Does this project protect from flooding, or involve flood recovery property acquisitions?
- ☐ Yes ☐ No ☒ N/A : Is this project a dam safety repair or emergency action plan?
- ☐ Yes ☒ No ☐ N/A : Is this project an expansion of an existing water supply system?
- ☐ Yes ☒ No ☐ N/A : Is this project a levee system accreditation, water retention, or flood protection property acquisition?
- ☐ Yes ☒ No ☐ N/A : Is this an irrigation system construction project?
- ☒ Yes ☐ No ☐ N/A : Is this a new rural flood control project?
- ☐ Yes ☒ No ☐ N/A : Is this a bank stabilization project?
- ☐ Yes ☒ No ☐ N/A : Is this a snagging and clearing project located in a population center?
- ☐ Yes ☒ No ☐ N/A : Is this project a study, report, analysis, survey, model, evaluation, mapping project, or engineering
- ☐ Yes ☒ No ☐ N/A : Is this project an improvement or extraordinary maintenance of a water supply system?
- ☐ Yes ☒ No ☐ N/A : Is this an improvement or extraordinary maintenance of a rural flood control project?
- ☐ Yes ☒ No ☐ N/A : Is this a recreation project?
- ☐ Yes ☒ No ☐ N/A : Is this an individual rural or farmstead ring dike construction project?
- ☐ Yes ☒ No ☐ N/A : Is this a snagging and clearing project in a sparsely populated area?

Project Information and Planning Submission

Received : 4/25/22

Funding Timeline

	Previous / Current	Next Biennium	2 Biennia after current	Beyond Next 2 Biennia	Total
Federal	0	0	0	0	0
SWC	2,667,400	0	0	0	2,667,400
State	244,300	0	0	0	244,300
Local	1,880,000	0	0	0	1,880,000
Total	4,791,700	0	0	0	4,791,700

Funding Detail

Source	Amount	Grant or Loan	Term	Interest

Implementation Timelines : The BCWRD is pursuing the PER, under NDCC 61-16.1, which will be followed by public informational meetings and the public hearing to vote on the assessment district. Time line after that will be to proceed with the final design, which will include a second request for funding through the NDDWR. As a cooperative project with the Lincoln Township, coordination on funding will be required and the Sibley Island Levee could be constructed first and the Oahe Bend Levee portion second.

Project Consultant

Name : Travis Johnson
 Title : Project Manager
 Address : 3712 Lockport Street
 City : Bismarck
 State : ND Zip : 58503
 Email : tjohnson@houstoneng.com
 Phone : (701) 226-0227

Project Sponsor

Name : James Landenberger
 Title : Chairman
 Address : P.O. Box 1255
 City : Bismarck
 State : ND Zip : 58502-1255
 Email : james.landenberger@bartwest.com
 Phone : (701) 221-8332

AGREEMENT

THIS AGREEMENT is by and between the Burleigh County Water Resource District, a North Dakota political subdivision (the “District”); and Dakota Helicopter, Inc., a North Dakota corporation, aka Dakota Helicopters (“Contractor”).

RECITALS

A. The District owns, operates, and maintains the Burnt Creek Floodway within its jurisdictional boundaries in Burleigh County, North Dakota (the “Floodway”).

B. The District periodically conducts cattail control operations in and along the Floodway.

C. The District wishes to enter into a contract with Contractor for purposes of conducting cattail and noxious weed control in and along the Floodway, subject to the terms and conditions contained in this agreement.

In consideration of the parties’ mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Work.** Contractor will conduct cattail and noxious weed control operations along the Floodway as identified on the map attached as **Exhibit A**. Contractor’s cattail and noxious weed control operations in and along the Floodway in 2022 is the “Project,” and will include spot spraying of cattails and noxious weeds. Contractor will comply with the terms of its bid, and will use only those chemicals identified in its bid, attached as **Exhibit B**. The District will pay Contractor on a per acre basis at the rates identified in the attached **Exhibit B**.

2. **Safety and Spraying Conditions.** Contractor is solely responsible for the method and means of its performance of the Project, and is solely responsible for initiating, maintaining, and ensuring all safety precautions and programs regarding the Project; for complying with all applicable laws and regulations regarding the safety of persons or property, or the protection of persons or property from damages, injury, or losses; for determining adequate spraying conditions; and for taking all necessary precautions to prevent damages, injury, or losses arising out of or as a result of the Project.

3. **Termination.** If the District determines that Contractor is not progressing in an adequate or timely manner; that Contractor has defaulted under this agreement; or that Contractor’s performance of its obligations under this agreement is otherwise unsatisfactory, the District may terminate this agreement upon written notice to Contractor. Termination will be effective immediately upon the District’s service of notice of termination. Any termination of this

agreement will be without prejudice to any obligations or liabilities accrued prior to termination. Contractor's indemnity obligations will survive any termination or expiration of this agreement.

4. **Subcontractors.** Contractor is solely responsible for completing the Project in an adequate and timely manner. However, to the extent Contractor wishes to retain any subcontractors to perform the Project, or any portion of the Project, Contractor is solely responsible for any subcontractor's work, including the adequacy and the timeliness of any subcontractor's work, and including all acts and omissions of any subcontractor. In addition, Contractor may not employ any subcontractor that is not acceptable to the District. Contractor is fully responsible for scheduling and coordinating the work of any subcontractor, and Contractor is solely responsible for paying or compensating any subcontractor.

5. **Payment Procedures.** The District will pay Contractor in accordance with the rates identified in the attached **Exhibit B**. Contractor will submit monthly requests for progress payments at least three days in advance of the District's first regularly-scheduled meeting each month during the term of this agreement. If the District concludes Contractor has made adequate and timely progress regarding the work identified and detailed in any invoice, the District will approve Contractor's request for payment and will remit payment as soon as reasonably possible, but no later than 30 days following its approval. However, to the extent the District concludes Contractor has not made adequate or timely progress; Contractor is in default; or Contractor has not otherwise performed its obligations in a satisfactory manner, the District may reduce its payment to Contractor accordingly to recover costs incurred by the District to remedy Contractor's defaults, or Contractor's insufficient or untimely performance. Further, the District may reduce payments to Contractor to offset any expenses or damages incurred by the District as a result of inadequate or untimely work by Contractor; as a result of any claims made against the District as a result of Contractor's performance or omissions under this agreement; or for Contractor's violation of any of the provisions of this agreement. Upon Contractor's final completion of the Project, the District will make final payment to Contractor; however, no payment by the District will constitute a waiver of any claims by the District against Contractor for inadequate or untimely work or any other reason.

6. **Indemnity.** Contractor will release, defend, indemnify, and hold harmless the District and the District's officers, employees, agents, consultants, subcontractors, and representatives, from and against any and all claims, losses, liabilities, damages, expenses, demands, suits, fines, judgments, costs, expenses, and fees (including all fees and charges of attorneys, engineers, and other professionals and all court, arbitration, mediation, or other resolution costs) arising out of or relating to the Project or any act or omission of Contractor, any subcontractor, any supplier, or any person or entity directly or indirectly employed by any of them to perform any of the Project, or anyone for whose acts any of them may be liable or responsible, and including all costs, expenses, and fees incurred by the District in establishing and litigating the existence, scope, or any other matters relating to Contractor's obligations to release, defend, indemnify, and hold harmless. Contractor's duties to release, defend, indemnify, and hold harmless include anything in excess of any minimum insurance requirements described in this agreement, and anything in excess of any of Contractor's insurance policy limits. Contractor's obligations to release, defend, indemnify, and hold harmless will continue following completion of the Project, and following any termination or expiration of this Agreement.

7. **Forbearance and Remedies.** The failure or delay of the District to insist on the timely performance of any of the terms of this agreement, or the waiver of any particular breach of any of the terms of this agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred. Upon the occurrence of any default by Contractor, the District may, immediately and without the need for any prior notice, enforce the provisions of this agreement and may take any and all other actions necessary, in law or in equity, to collect all amounts due under this agreement or to enforce any of Contractor's other obligations under this agreement. The remedies provided for in this agreement are cumulative and not exclusive, and are in addition to any and all other remedies available to the District under North Dakota law. Contractor will be responsible for all of the District's costs and expenses incurred in enforcing, collecting, or attempting to collect under this agreement, or incurred in litigating the terms or validity of this agreement.

8. **Compliance with Laws.** Contractor will comply with all applicable laws, ordinances, rules, and regulations of all federal, state, county, and municipal governments, and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, which may be applicable to the Project. In addition, Contractor will obtain all other necessary and requisite licenses, permits, registrations, and/or approvals from all applicable federal, state, county, and municipal governments, and any other applicable governmental entities.

9. **Insurance.** Contractor must provide the following insurance policies and endorsements:

A) Prior to commencing the Project, Contractor will secure and keep in force during the term of this agreement the following insurance coverages, for not less than the following amounts:

- i) Commercial General Liability Insurance (including completed operations, contractual, products coverages) with minimum liability limits of \$500,000 per person, and \$1,000,000 per occurrence.
- ii) Automobile Liability (any auto, including owned, non-owned, and hired) with minimum liability limits of \$500,000 per person, and \$1,000,000 per occurrence.
- iii) Excess or Umbrella Liability Insurance with minimum liability limits of \$500,000 per occurrence, and \$1,000,000 aggregate.
- iv) Workers Compensation Insurance in compliance with all applicable statutory requirements.

B) The insurance coverages listed above must meet the following additional requirements:

- i) Any deductible or self-insured retention amount or other similar obligation under the policies will be Contractor's sole responsibility.
- ii) The policies must be from insurers rated "A-" or better by A.M. Best Company, Inc.

- iii) All policies will name Contractor as the insured and the District as an additional insured party.
- iv) Contractor's policies will be primary and noncontributory regarding any other insurance available to the District as an additional insured party.
- v) Contractor's policies must each contain a "waiver of subrogation" that waives any right to recovery any of Contractor's insurance companies might have against the District.
- vi) Contractor's policies must each contain a provision that the policies and any endorsements may not be cancelled or modified without 30 days prior written notice to the District.
- vii) Contractor's policies, either in the policies or in endorsements, must each contain a provision that Contractor's insolvency or bankruptcy will not release the insurer from payment under the policy, even when Contractor's insolvency or bankruptcy prevents Contractor from meeting the retention limit under the policy.
- viii) Contractor's policies, either in the policies or in endorsements, must contain cross liability/severability of interests, to ensure the District is covered as if it were separately covered.
- ix) Contractor's policies will not limit in any way Contractor's duties to defend, indemnify, and hold harmless the District and the District's officers, employees, agents, consultants, subcontractors, and representatives.

Before commencing the work under this agreement, Contractor will deliver to the District copies of the insurance policies and endorsements required under this agreement, and will otherwise provide all requisite evidence that the insurance required under this agreement is in full force and effect. Contractor's duties to release, defend, indemnify, protect, and hold harmless the District and the District's officers, agents, representatives, employees, or contractors, include anything in excess of the minimum insurance requirements described above and anything not otherwise covered or insured. The District's receipt of any certificates, policies, or endorsements required under this agreement will not in any way affect Contractor's duties and obligations to maintain the insurance required under this agreement. All of Contractor's contractors and subcontractors must purchase and maintain the same insurance with the same conditions and terms required of Contractor under this agreement.

10. **Entire Agreement.** This agreement, and any subsequent amendments, constitutes the entire agreement between the parties regarding the Project and all other matters described in this agreement, and this agreement supersedes any previous oral or written agreements between the parties.

11. **Modifications.** Any modifications or amendments of this agreement must be in writing and signed by both parties to this agreement.

12. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this agreement, or in any amendment, will be binding upon the parties' successors and assigns.

13. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this agreement, and agree they have not been influenced by any representations or statements made by any other parties.

14. **Survival of Agreement.** If any court of competent jurisdiction finds any provision or part of this agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this agreement, and all remaining terms and provisions of this agreement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this agreement is invalid, illegal, or unenforceable.

15. **Governing Law.** This agreement will be construed and enforced in accordance with North Dakota law. The parties agree the venue for any litigation arising out of this agreement will be in District Court in Burleigh County, North Dakota, and the parties waive any objection to personal jurisdiction.

16. **Assignment.** Neither party will transfer or assign this agreement, nor any rights or obligations under this agreement, without the express written consent of the other party.

17. **Headings.** Headings in this agreement are for convenience only and will not be used to interpret or construe its provisions.

18. **Effective Date.** This agreement will become effective on the date of execution by the last party to sign.

(Signatures appear on the following pages.)

IN WITNESS WHEREOF, the parties executed this agreement on the date written above.

BURLEIGH COUNTY WATER
RESOURCE DISTRICT

By: _____
James Landenberger, Chairman

ATTEST:

Dennis Reep
Secretary-Treasurer

Date: February ____, 2022.

s:\burleigh county water resource 22-229\burnt creek\dakota helicopter\spray contract - dakota helicopter 2-2-22.doc

DAKOTA HELICOPTER, INC.

By: Shawn Morten
Shawn Morten, President

Date: April 27, 2022

EXHIBIT A

Map of the Project

EXHIBIT B

Contractor's Bid and Schedule of Rates

Roundup Custom Herbicide (5.5 lb. per gallon Aquatic labeling) @ 96 oz. per acre = \$42.49 per acre
LI700 (Surfactant) Aquatic Labeling @ 4 oz. per acre = \$1.01 per acre

Herbicide Total Price per acre = \$43.50

Helicopter Application per acre: \$258.00

Total Price per acre includes chemicals and application: \$301.50



6.53 ac

0 500 1,000 Feet

**Burnt Creek Floodway
Weed Spraying Exhibit**

Scale: AS SHOWN	Drawn by: MS	Checked by: TJ	Project No: 4241-0300	Date: 12/10/2021	Sheet: 1 of 1
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 **HOUSTON**
engineering, inc.

Project Information and Planning Submission

Received : 4/27/22

Project Name : Missouri River Bank Stabilization - Section 32

Local Sponsor : Burleigh County Water Resource District

Location : Section 32 Projects are located along the left bank of the Missouri River RM 1309 to 1332.3

Benefitting Basin : Lower Missouri

Type of Request : ☒ Project ☐ Study

Update Existing Project : ☐

Project Type : Flood Control

Description : The Section 32 revetments were federally funded and constructed by the USACE under Public Law 93-251, Section 32 Streambank Erosion Control Evaluation and Demonstration Act of 1974, which was subsequently amended under Public Law 94-587. The Burleigh County Management District (a.k.a. Burleigh County Water Resource District - BCWRD) provided the necessary easements to the North Dakota State Water Commission (NDSWC) for access to construct and maintain these bank stabilization features. These facilities were completed after 1974. Available data records include design plans, record drawings, location mapping, construction information and an Operations and Maintenance Manual.

Problem or Need

Addressed : On July 28, 1976 the Burleigh County Water Management Board (a.k.a. Burleigh County Water Resource District, BCWRD) signed an agreement with the North Dakota State Water Commission, (Commission). This agreement was related to federal revetments constructed by the United States Army Corps of Engineers (USACE) under Section 32 Streambank Erosion Control Evaluation and Demonstration Act 1974 (Public Law 93-251) on easements provided by the BCWRD and created a cost share arrangement associated with future maintenance of these structures.

Since their construction the USACE has provided the only and limited maintenance activities. The agreement between the BCWRD and SWC, however, outlines a 50/50 cost share associated with O&M expenses. As these projects continue to age and deteriorate there is a growing need to set aside or allocated funds to conduct the necessary maintenance, should federal funding not be allocated. This request is to acknowledge that need and the size and scope of such maintenance is site specific and remains to be determined.

Project Information and Planning Submission

Received : 4/27/22

Project Name : Missouri River Bank Stabilization - Section 32

Local Sponsor : Burleigh County Water Resource District

Location : Section 32 Projects are located along the left bank of the Missouri River RM 1309 to 1332.3

- ☐ Yes ☐ No ☒ N/A : Has a feasibility study been completed?
- ☐ Yes ☐ No ☒ N/A : Is this project federally authorized water supply or flood control with federal funding appropriations?
- ☐ Yes ☐ No ☒ N/A : Is this project federally authorized water supply or flood control without federal funding appropriations?
- ☐ Yes ☐ No ☒ N/A : Does this project correct water supply for a group of users or connect a city to a regional/rural system?
- ☐ Yes ☐ No ☒ N/A : Does this project correct a violation of a primary water quality condition in a water supply system?
- ☐ Yes ☐ No ☒ N/A : Does this project address supply shortages for domestic use in areas with rapid population growth?
- ☐ Yes ☒ No ☐ N/A : Does this project protect from flooding, or involve flood recovery property acquisitions?
- ☐ Yes ☒ No ☐ N/A : Is this project a dam safety repair or emergency action plan?
- ☐ Yes ☐ No ☒ N/A : Is this project an expansion of an existing water supply system?
- ☐ Yes ☒ No ☐ N/A : Is this project a levee system accreditation, water retention, or flood protection property acquisition?
- ☐ Yes ☐ No ☒ N/A : Is this an irrigation system construction project?
- ☐ Yes ☒ No ☐ N/A : Is this a new rural flood control project?
- ☒ Yes ☐ No ☐ N/A : Is this a bank stabilization project?
- ☐ Yes ☒ No ☐ N/A : Is this a snagging and clearing project located in a population center?
- ☐ Yes ☐ No ☒ N/A : Is this project a study, report, analysis, survey, model, evaluation, mapping project, or engineering
- ☐ Yes ☐ No ☒ N/A : Is this project an improvement or extraordinary maintenance of a water supply system?
- ☐ Yes ☐ No ☒ N/A : Is this an improvement or extraordinary maintenance of a rural flood control project?
- ☐ Yes ☒ No ☐ N/A : Is this a recreation project?
- ☐ Yes ☒ No ☐ N/A : Is this an individual rural or farmstead ring dike construction project?
- ☐ Yes ☒ No ☐ N/A : Is this a snagging and clearing project in a sparsely populated area?

Project Information and Planning Submission

Received : 4/27/22

Funding Timeline

	Previous / Current	Next Biennium	2 Biennia after current	Beyond Next 2 Biennia	Total
Federal	0	0	0	0	0
SWC	0	250,000	500,000	750,000	1,500,000
State	0	0	0	0	0
Local	0	250,000	500,000	750,000	1,500,000
Total	0	500,000	1,000,000	1,500,000	3,000,000

Funding Detail

Source	Amount	Grant or Loan	Term	Interest
NDDWR Cost Share	\$750,000.00	Grant		0.00%
BCWRD	\$750,000.00	Mill Levee		0.00%

Implementation Timelines : The BCWRD is not pursuing any O&M actions at this time and prefers that the USACE fund such maintenance under their Section 33 program. There have however been no allocation of funds or directives to complete maintenance since the 2011 event, which was suspended after the work along Hogue Island was completed. It is anticipated that in near future some structures could reach a stage where maintenance is required to prevent avoidable damages and expenses.

Project Consultant

Name : Travis Johnson
 Title : Project Manager
 Address : 3712 Lockport Street
 City : Bismarck
 State : ND Zip : 58503
 Email : tjohnson@houstoneng.com
 Phone : (701) 226-0227

Project Sponsor

Name : James Landenberger
 Title : Chairman
 Address : P.O. Box 1255
 City : Bismarck
 State : ND Zip : 58502-1255
 Email : james.landenberger@bartwest.com
 Phone : (701) 221-8332

IN THE SUPREME COURT
STATE OF NORTH DAKOTA

2022 ND 86

Gene J. Sauvageau and Brenda J. Sauvageau,

Petitioners

v.

The Honorable Susan L. Bailey, District Court Judge,
East Central Judicial District,
and Cass County Water Resource District,

Respondents

No. 20220080

Petition for Supervisory Writ.

PETITION FOR SUPERVISORY WRIT GRANTED.

Opinion of the Court by Crothers, Justice.

Alan Baker (argued) and Cash H. Aaland (on brief), Fargo, ND, for petitioners.

Christopher M. McShane, West Fargo, ND, for respondent Cass County Water Resource District.

Sauvageau, et al. v. Bailey, et al.
No. 20220080

Crothers, Justice.

[¶1] Brenda and Gene Sauvageau petition this Court to exercise our original jurisdiction and issue a writ of supervision directing the district court to stop the Cass County Joint Water Resource District from using quick take eminent domain to acquire their property. The Sauvageaus claim the District is prohibited from using quick take eminent domain to acquire a permanent right of way easement over their entire property. We conclude the quick take process is not available because the District is taking more than a right of way in the Sauvageaus' property. We grant the Sauvageaus' petition, direct the district court to vacate its order denying the Sauvageaus' motion to dismiss the District's complaint and remand for further proceedings.

I

[¶2] The Sauvageaus own 7.8 acres of property in Cass County. In 2019, the Sauvageaus learned the Fargo-Moorhead Diversion flood control project would flood their property. In December 2020 the fair market value of the fee simple interest of the Sauvageaus' property was appraised at \$460,000. On February 1, 2021, the District offered the Sauvageaus \$460,000 to purchase the property in fee simple. On April 14, 2021, the District offered the Sauvageaus \$460,000 to purchase a right of way easement over their property. The Sauvageaus declined the District's offers.

[¶3] In October 2021, the District sued the Sauvageaus, seeking to use the quick take eminent domain power under N.D.C.C. ch. 61-16.1 to acquire a permanent right of way easement covering all of the Sauvageaus' property. The District claimed a permanent right of way easement over the Sauvageaus' property was necessary for the Fargo-Moorhead Diversion flood control project. On November 11, 2021, the District sent the Sauvageaus a letter notifying them "they will be required to vacate their home [on] March 15, 2022."

[¶4] The Sauvageaus moved to dismiss the District's complaint, claiming the District could not use quick take because it sought to take more than an

easement. The Sauvageaus also moved for a preliminary injunction prohibiting the District from evicting them from their property on March 15, 2022. The Sauvageaus argued the District lacked authority to take their property through quick take eminent domain and an injunction was necessary to prevent the destruction of their home and other buildings on the property.

[¶5] The district court denied the Sauvageaus’ motion to dismiss, concluding the District had authority to acquire the Sauvageaus’ property through quick take eminent domain. The court also denied the motion for a preliminary injunction, concluding the Sauvageaus did not demonstrate a likelihood they would prevail on the merits of their claim that the District was precluded from using quick take to acquire their property.

[¶6] On March 7, 2022, the Sauvageaus petitioned this Court to exercise our supervisory jurisdiction. On March 14, 2022, we entered an order preventing the District “from evicting or otherwise preventing Gene and Brenda Sauvageau from the quiet enjoyment of their home.”

II

[¶7] The Sauvageaus have petitioned this Court to exercise our supervisory jurisdiction.

“Under N.D. Const. art. VI, § 2, and N.D.C.C. § 27-02-04, this Court may examine a district court decision by invoking our supervisory authority. We exercise our authority to issue supervisory writs rarely and cautiously, and only to rectify errors and prevent injustice in extraordinary cases when no adequate alternative remedy exists. Our authority to issue a supervisory writ is ‘purely discretionary,’ and we determine whether to exercise supervisory jurisdiction on a case-by-case basis, considering the unique circumstances of each case. Exercise of supervisory jurisdiction may be warranted when issues of vital concern regarding matters of important public interest are presented.”

Wilkinson v. Bd. of Univ., 2020 ND 179, ¶ 17, 947 N.W.2d 910 (quoting *Nygaard v. Taylor*, 2017 ND 206, ¶ 11, 900 N.W.2d 833).

[¶8] This case presents a significant issue regarding the District’s use of its quick take eminent domain powers under N.D.C.C. § 61-16.1-09(2)(b). The District’s attempt to use quick take under N.D.C.C. § 61-16.1-09(2)(b) relates to matters of important public interest and our case law provides little guidance on the issue.

[¶9] Article I, § 16, N.D. Const., states “[p]rivate property shall not be taken or damaged for public use without just compensation having been first made to, or paid into court for the owner.” A jury decides the amount of compensation due for the taking, unless a jury is waived. *Id.* Section 16 also authorizes the state to acquire a right of way by quick take. Quick take allows the state to “take possession upon making an offer to purchase and by depositing the amount of such offer with the clerk of the district court of the county wherein the right of way is located.” *Id.* The owner of the right of way may have a jury decide the quick take damages. *Id.* Quick take offers an owner less protection because the condemnor can take possession of the property before trial on the amount of just compensation due. *Johnson v. Wells Cty. Water Res. Bd.*, 410 N.W.2d 525, 529 (N.D. 1987).

[¶10] Taking private property for public use involves a conflict between public interests and private property rights. The public interest in this case involves construction of flood controls, as reflected in N.D.C.C. § 61-16.1-01:

“The legislative assembly of North Dakota recognizes and declares that the general welfare and the protection of the lives, health, property, and the rights of all people of this state require that the management, conservation, protection, development, and control of waters in this state, navigable or non-navigable, surface or subsurface, the control of floods, the prevention of damage to property therefrom, involve and necessitate the exercise of the sovereign powers of this state and are affected with and concern a public purpose. To realize these objectives it is hereby declared to be the policy of the state to provide for the management, conservation, protection, development, and control of water resources and for the prevention of flood damage in the watersheds of this state and thereby to protect and promote the health, safety, and general welfare of the people of this state.”

III

[¶11] The Sauvageaus concede the District has authority to take their property through eminent domain. However, the Sauvageaus claim the District must acquire their property in fee simple under the eminent domain provisions of N.D.C.C. ch. 32-15 rather than a permanent right of way easement by quick take under N.D.C.C. § 61-16.1-09(2)(b).

[¶12] Chapter 32-15, N.D.C.C., governs eminent domain. Under N.D. Const. art. I, § 16 and N.D.C.C. § 32-15-01(2), private property may not be taken for public use without just compensation. The interests in land subject to taking by eminent domain include fee simple, easements, and the right of entry. N.D.C.C. § 32-15-03. A fee simple interest may be taken “for reservoirs and dams and permanent flooding occasioned thereby.” N.D.C.C. § 32-15-03(1). A governmental entity taking property by eminent domain may take possession of the property after entry of judgment. N.D.C.C. § 32-15-29.

[¶13] Article I, § 16, N.D. Const., authorizes quick take for the acquisition of a right of way:

“When the state or any of its departments, agencies or political subdivisions seeks to acquire right of way, it may take possession upon making an offer to purchase and by depositing the amount of such offer with the clerk of the district court of the county wherein the right of way is located. The clerk shall immediately notify the owner of such deposit. The owner may thereupon appeal to the court in the manner provided by law, and may have a jury trial, unless a jury be waived, to determine the damages, which damages the owner may choose to accept in annual payments as may be provided for by law. Annual payments shall not be subject to escalator clauses but may be supplemented by interest earned.”

“The general objective of § 16 was to . . . make quick take available to the state, its departments, agencies and political subdivisions.” *Johnson*, 410 N.W.2d at 528. Section 16 provides the state or a political subdivision “may take property via quick take if the Legislature sees fit to so provide.” *Id.* Quick take offers less protection to property owners than possession after judgment under N.D.C.C. § 32-15-29. *Id.* at 529.

[¶14] The legislature granted the District eminent domain powers to acquire private property for flood control projects. N.D.C.C. § 61-16.1-09(2). Under N.D.C.C. § 61-16.1-09(2)(a), the District may use eminent domain to acquire property in fee simple by complying with the requirements of N.D.C.C. ch. 32-15.

[¶15] The legislature also granted the District the power to acquire an easement for a right of way for flood control projects by quick take eminent domain as authorized by N.D. Const. art. I, § 16. N.D.C.C. § 61-16.1-09(2)(b). Before acquiring an easement for a right of way by quick take, a water resource district must attempt to purchase the easement by engaging in informal and formal negotiations. N.D.C.C. § 61-16.1-09(2)(b)(1).

[¶16] This Court has addressed the acquisition of a right of way by quick take for highway purposes. In *Tormaschy v. Hjelle*, 210 N.W.2d 100, 101 (N.D. 1973), the State sought to acquire a 2.44 acre parcel of land for a rest area sewage lagoon near Interstate 94. This Court held the term “right of way” as used in the constitutional quick take provision “was meant to include not only that strip of land necessary for driving lanes, but also other land necessary for the construction of accommodations reasonably necessary to make driving safe, comfortable, and helpful.” *Id.* at 103.

[¶17] In *Minot Sand & Gravel Company v. Hjelle*, 231 N.W.2d 716, 720 (N.D. 1975), the State used quick take to acquire a fee simple interest in strips of land abutting and adjacent to a section line easement for purposes of widening the road. The owner, who was involved in the commercial aggregate business, claimed the State also became the fee simple owner of the land within the section line easement. *Id.* at 721. This Court concluded the State acquired fee simple in the land described in the instrument, which did not include the property within the section line easement. *Id.* at 722. This Court also held that although the State did not acquire the section line easement, its taking of the adjacent land “may have deprived the owner of many, if not all, benefits and uses of the property in the section line easement, particularly as to the aggregate lying beneath the section line easement.” *Id.* We stated “the

damages sustained by the landowner could be the equivalent of the State taking a fee simple of the section line easement.” *Id.*

[¶18] This Court discussed quick take by a water resource board in *Johnson v. Wells County Water Resource Board*, 410 N.W.2d 525. In *Johnson*, at 526, a water resource board sought to acquire flowage easements by quick take under N.D. Const. art. I, § 16. This Court concluded art. I, § 16 was not self-executing, and the legislature had not yet authorized quick take for a water resource board. *Id.* at 528-29. *Johnson* was decided before the legislature enacted the quick take provisions of N.D.C.C. § 61-16.1-09(2). 1989 N.D. Sess. Laws ch. 746, § 2.

[¶19] Here, the District’s complaint alleges it followed the procedures enumerated in N.D.C.C. § 61-16.1-09(2)(b) to acquire the Sauvageaus’ property by quick take. The complaint includes the legal description of the Sauvageaus’ property and alleges the right of way will encompass the entire property. *See* N.D.C.C. § 47-05-02.1(1) (requiring “[t]he area of land covered by the easement . . . on the use of real property shall be properly described and shall set out the area of land covered by the interest in real property”).

[¶20] The District’s complaint sought a permanent right of way easement “upon, over, in, under, across, and through the [Sauvageaus’ property] for the following purposes:

‘constructing, cleaning, inspecting, reconstructing, managing, modifying, operating, maintaining, repairing, and improving the Diversion Project and related appurtenances, including but not limited to an embankment for water containment and mobility improvements determined in the discretion of the District to be necessary as a result of the Diversion Project in order to accommodate the Diversion Project (including the right to grant or permit third party utility providers to utilize the Permanent Right of Way Easement Property for utility purposes) and other improvements; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; inundating the Property with water; storing and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or

obstacles from the Property; and the right to perform any other work necessary and incident to the construction, cleaning, inspection, reconstruction, modification, operation, management, maintenance, repair, or improvement of the Diversion Project, together with all necessary and reasonable rights of ingress and egress to and from the Property.”

The complaint requested the court to immediately condemn the permanent right of way and order the “Permanent Right of Way Easement be the dominant estate as to the Owner and all other defendants with an interest in the Property.”

[¶21] In denying the Sauvageaus’ motion to dismiss, the district court concluded that on the basis of the pleadings the District could use quick take to acquire a permanent right of way easement over the Sauvageaus’ property:

“Taken as true, the pleadings demonstrate the right of way being sought is for a necessary component of and an incidental feature of a flood control project. *See Tormaschy*, 210 N.W.2d at 103 (permitting the taking of land incidental to the ‘broad objective’ contemplated by the words ‘right of way’); *see also* N.D.C.C. § 61-16.1-09(12) (allowing a district to acquire by condemnation easements and rights of way within or without the limits of the district for all purposes authorized by law or necessary to the exercise of any other stated power); N.D.C.C. § 61-16.1-09(2) (defining a flood control project to include the incidental features of any such undertaking). The pleadings also demonstrate that the right of way is necessary and proper to preserve the benefits that are sought to be derived from the flood control project. *See* N.D.C.C. § 61-16.1-09(9) (providing water districts with authority to do all things reasonably necessary and proper to preserve the benefits to be derived from the conservation, control, and regulation of the water resources of this state).”

The court concluded the Sauvageaus’ argument that the District’s taking left them with no value in the property went to the issue of damages because the District had authority to take a right of way easement.

[¶22] In their motion for a preliminary injunction, the Sauvageaus submitted the appraisal report for their property. The District appraised the Sauvageaus’

property at \$460,000. The appraisers hired by the District valued the property “based on the fee simple interest.” The appraisal report discussed the District’s acquisition of a permanent right of way easement:

“The [District] has provided us with further clarification regarding the type of permanent easement being acquired. The easement would allow the construction, operation and maintenance of the flood diversion. The owner would only retain the right of reverter, meaning they would get the property back if it ever ceases to be used for the flood control project. However, given the perceived permanence of this [flood control] project, we consider the permanent easement equivalent to a transfer of fee title.

“It is our opinion that a buyer and seller of a property via permanent easement, with the above conditions, would consider the property rights transferred to be akin to a transfer of fee title. Therefore, our value estimate of the subject property, under the assumption that the property is acquired by permanent easement as described above, is 100% of our opinion of market value assuming transfer of fee title, or \$460,000.”

[¶23] The District’s complaint includes numerous purposes for which the Sauvageaus’ property will be used. Some specific uses include “inundating the Property with water,” “excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials,” and “removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Property,” including the Sauvageaus’ home and other structures. The appraisal valued the Sauvageaus’ reverter interest in the property at \$0. At oral argument the District’s attorney stated the Sauvageaus could use their property for bird watching or hunting but only to the extent their use did not conflict with the District’s use.

[¶24] In *Cass County Joint Water Resource District v. Aaland*, 2021 ND 57, ¶ 13, 956 N.W.2d 395, we discussed “the harm presented by a permanent physical occupation” of one’s property:

“Property rights in a physical thing have been described as the rights to possess, use and dispose of it. To the extent that the government permanently occupies physical property, it effectively destroys each of these rights. First, the owner has no right to possess the occupied space himself, and also has no power to exclude the occupier from possession and use of the space. The power to exclude has traditionally been considered one of the most treasured strands in an owner’s bundle of property rights. Second, the permanent physical occupation of property forever denies the owner any power to control the use of the property; he not only cannot exclude others, but can make no nonpossessory use of the property. . . . Finally, even though the owner may retain the bare legal right to dispose of the occupied space by transfer or sale, the permanent occupation of that space by a stranger will ordinarily empty the right of any value, since the purchaser will also be unable to make any use of the property.

“Moreover, an owner suffers a special kind of injury when a stranger directly invades and occupies the owner’s property. . . . Property law has long protected an owner’s expectation that he will be relatively undisturbed at least in the possession of his property. To require, as well, that the owner permit another to exercise complete dominion literally adds insult to injury.”

(quoting *Loretto v. Teleprompter Manhattan CATV Corp.*, 458 U.S. 419, 435-36 (1982)).

[¶25] The Sauvageaus also submitted evidence establishing the public road to their property will be closed. A property owner is entitled to reasonable and convenient access to his or her property considering all of the uses to which the property is needed or likely to be needed. *Sauvageau v. Hjelle*, 213 N.W.2d 381, 390-91 (N.D. 1973) (citing *Chandler v. Hjelle*, 126 N.W.2d 141 (N.D. 1964)).

[¶26] On the basis of the pleadings and the facts in the record, as a matter of law the District is taking much more than an easement or right of way in the Sauvageaus’ property. The District is not acquiring a strip or a parcel of the Sauvageaus’ property for a right of way. The District intends to close the public road, remove all structures from the property, engage in disturbance of the surface and subsurface, and inundate the property with water. The District is

taking the entire property for full value while leaving the Sauvageaus with only a reverter interest with no value.

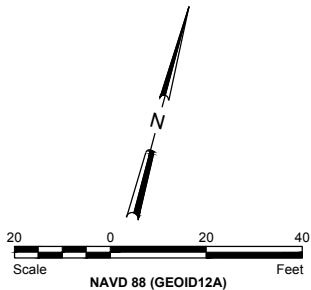
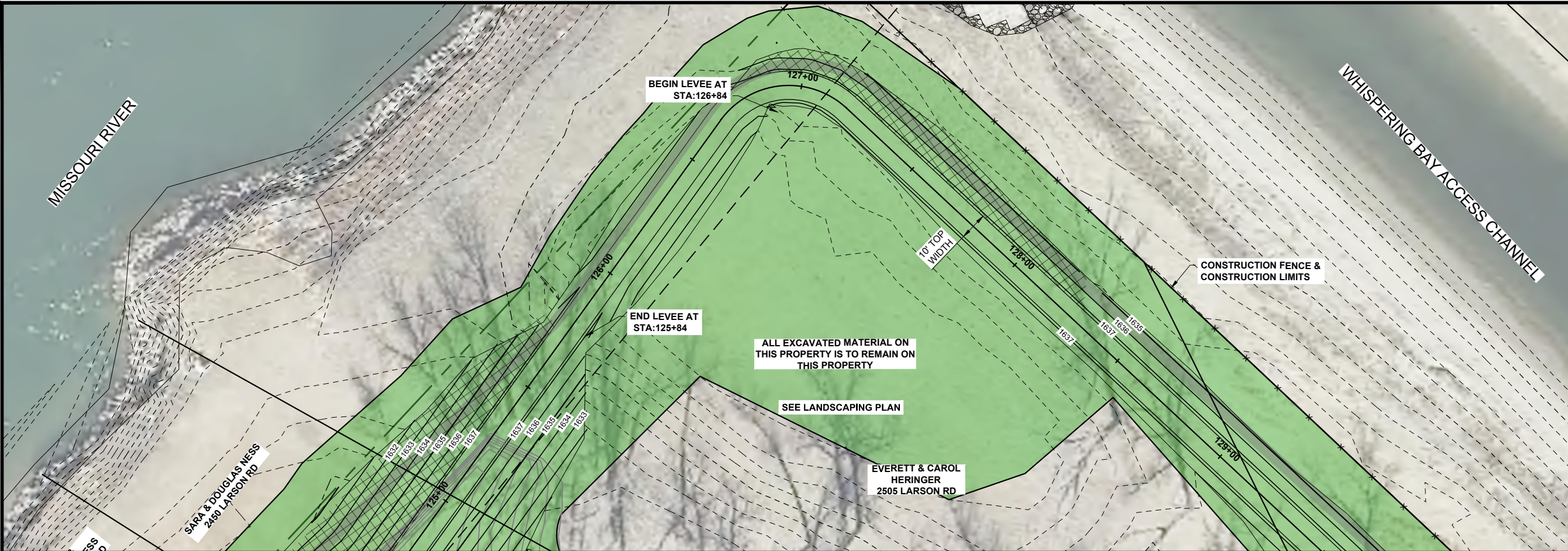
[¶27] The District's taking here goes beyond the scope of N.D.C.C. § 61-16.1-09(2)(b) for acquiring a right of way easement by quick take. Under N.D.C.C. § 61-16.1-09(2)(a), the District is required to use the eminent domain procedures of N.D.C.C. ch. 32-15 when acquiring a greater interest in property. By labeling the interest in the Sauvageaus' property as a "permanent right of way easement," the District is attempting to evade the requirements and property owner protections of N.D.C.C. § 61-16.1-09(2)(a).

IV

[¶28] We grant the Sauvageaus' petition, direct the district court to vacate its order denying the Sauvageaus' motion to dismiss the District's complaint and remand for further proceedings. We decline to address the Sauvageaus' remaining arguments.

[¶29] Jon J. Jensen, C.J.
Gerald W. VandeWalle
Daniel J. Crothers
Jerod E. Tufte
James S. Hill, D.J.

[¶30] The Honorable James S. Hill, D.J., sitting in place of McEvers, J., disqualified.

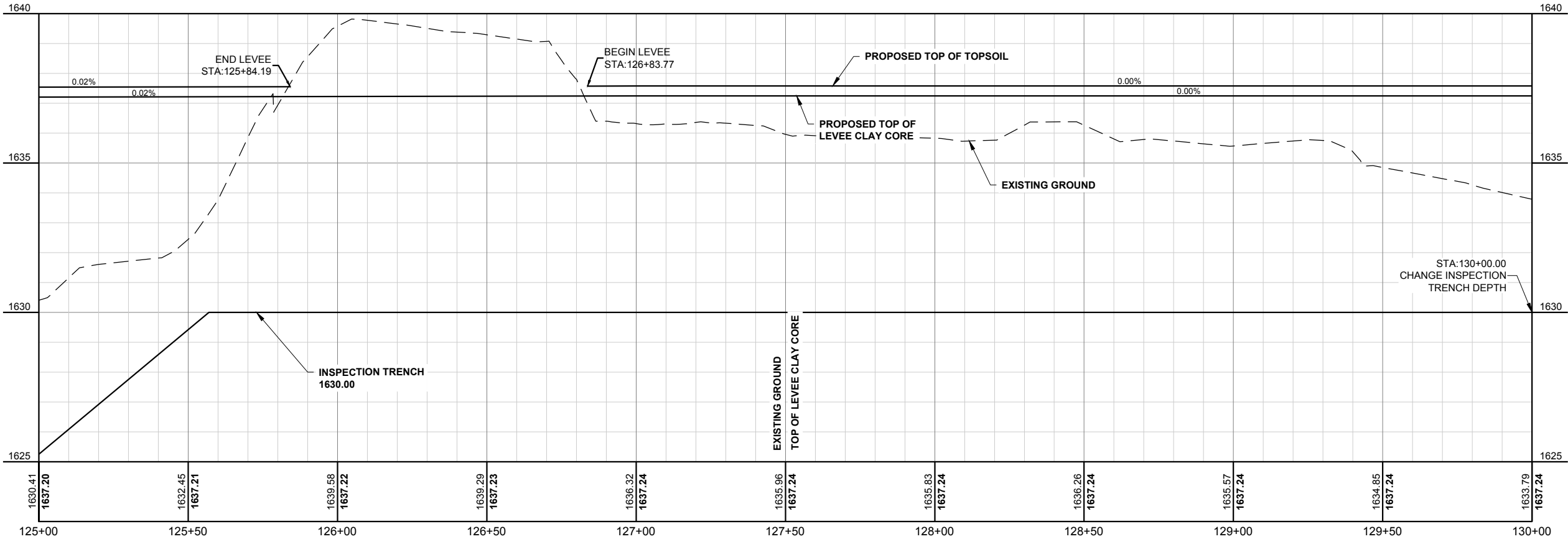


LEGEND

- SEEDING [Green fill box]
- INSPECTION TRENCH [Grey hatched box]
- T.R.M. SC-250 [Cross-hatched box]
- FLOODWAY [Dashed line]
- COE EASEMENT [Long dashed line]
- TEMPORARY EASEMENT [Short dashed line]

GENERAL SHEET NOTES

1. PROPOSED TOP OF LEVEE CLAY CORE PROFILE ACCOUNTS FOR 2" OF SETTLEMENT AS ESTIMATED BY GEOTECHNICAL EVALUATION COMPLETED BY BRAUN INTERTEC.



This document was originally issued and sealed by
TRAVIS G. JOHNSON
Registration Number
PE-5746
on 6-20-18 and the original document is stored at
Houston Engineering Inc.

No.	Revision	Date	By



Bismarck

P: 701.323.0200
F: 701.323.0300

Drawn by
TP/EM/JP

Date
6-12-18

Checked by
TGJ

Scale
AS SHOWN

FOX ISLAND FLOOD CONTROL PROJECT
BURLEIGH COUNTY WATER RESOURCE DISTRICT
BURLEIGH COUNTY, NORTH DAKOTA

EARTHEN LEVEE PLAN &
PROFILE

PROJECT NO. 6029-006
Page 16 of 109
BCWRD May 2022

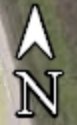
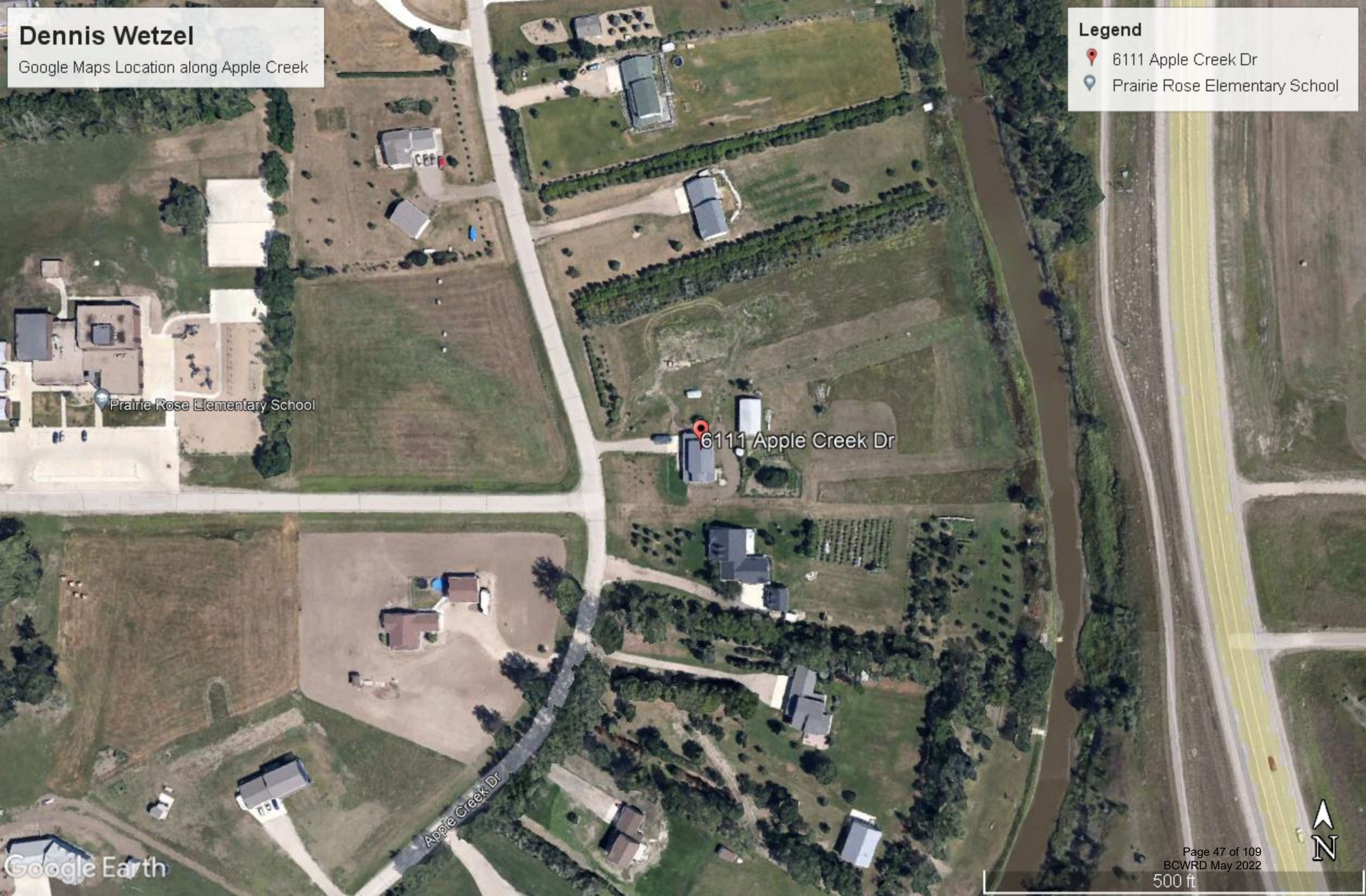
SHEET
PP-22

Dennis Wetzel

Google Maps Location along Apple Creek

Legend

- 6111 Apple Creek Dr
- Prairie Rose Elementary School



Regulatory Flood Information

Latitude

N/A

Longitude

N/A

Elevation

N/A

Datum

N/A

Flood Zone

N/A

County

N/A

Political Area

N/A

Community ID

N/A

Panel Number

N/A

FIRM Effective Date

N/A

Water Surface Elevation

1% Annual Chance

N/A

Legend

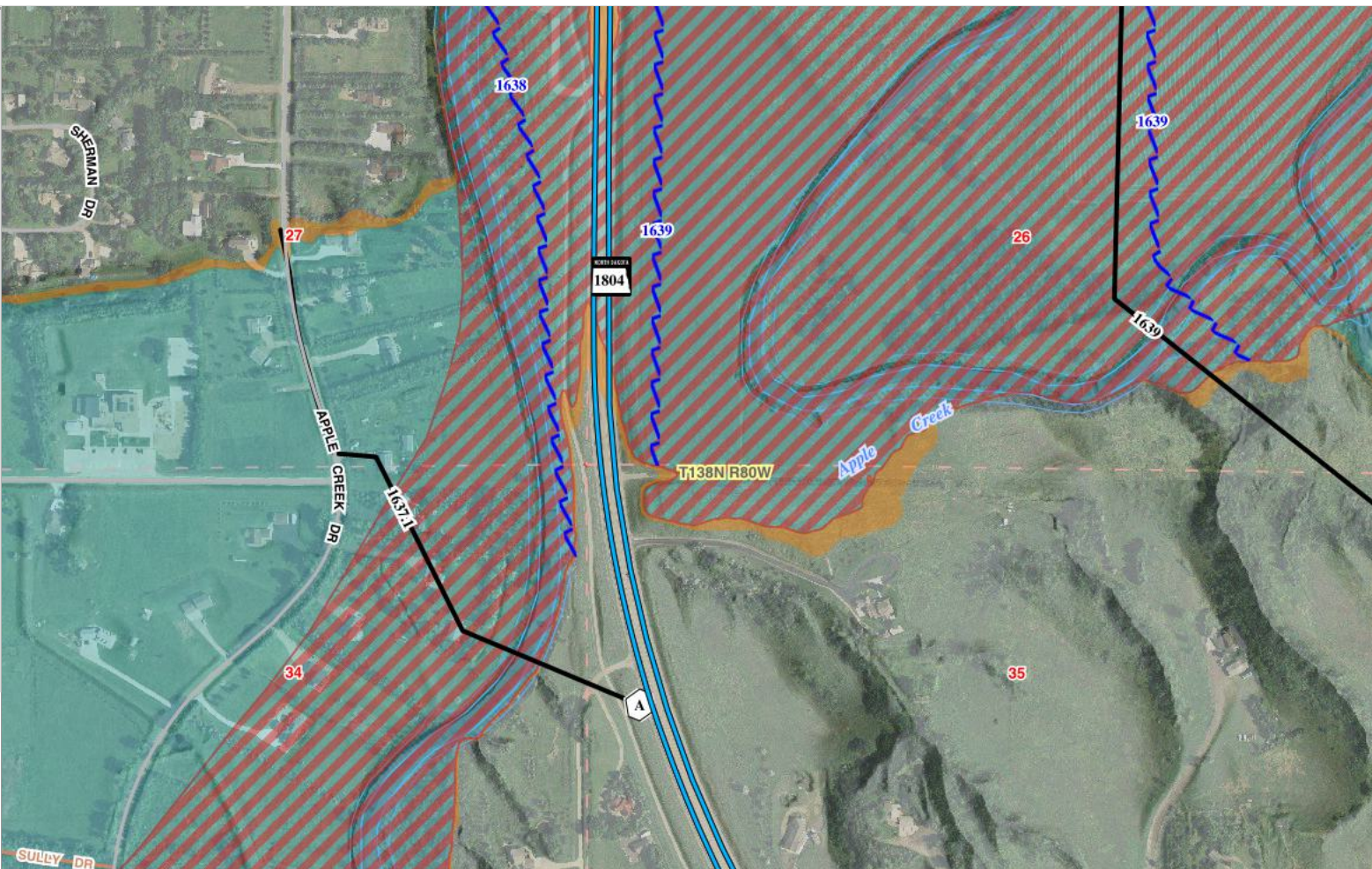
Floodway

1% Annual Chance

0.2% Annual Chance

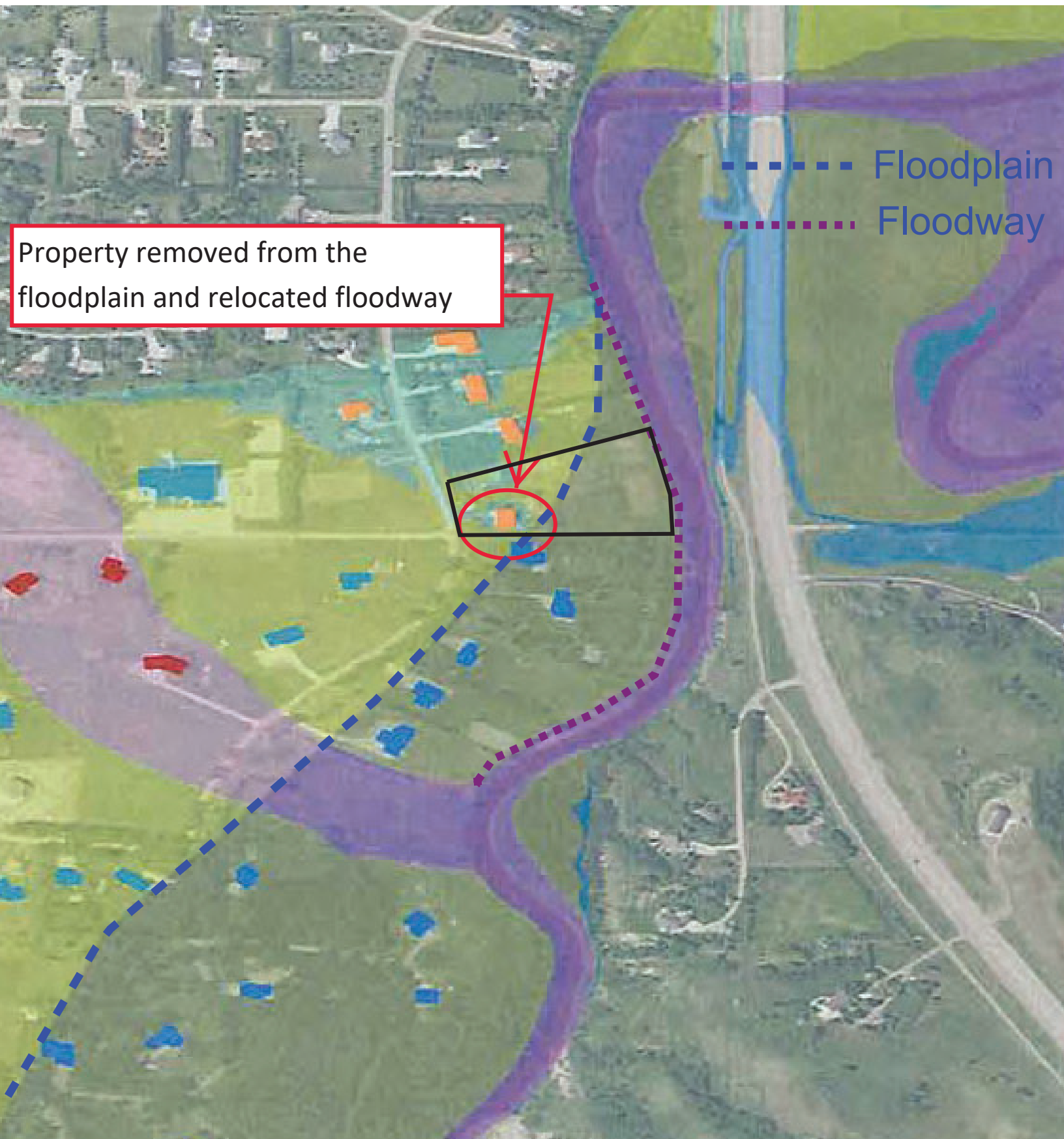
Show Full FEMA Legend

[Flood Insurance Information](#)



North Dakota Risk Assessment MapService

Tutorial



Property removed from the floodplain and relocated floodway

--- Floodplain
... Floodway

State of North Dakota
Temporary Water Permit

In response to an application for a temporary water permit dated 4/5/22 as received in this office 4/5/22, authority is hereby granted to:

Apple Creek Country Club
PO Box 1611

Bismarck, ND 58501

Contact Person: Ty Hauglie

Telephone: (701) 258-5234

A Temporary Water Permit as follows:

Source: Apple Creek Aquifer

Point of Diversion: NE1/4 NE1/4 Sec. 04 Twp. 138 Rng. 079

Nature of Use: Irrigation

Total Quantity of Water: 12.0 Acre-Feet

Maximum Withdrawal Rate: 150 gpm

Period of authorized usage: 04/15/22 through 10/15/22

This temporary water permit does not authorize the construction of any dam or crossing. Future water use from this source for this purpose may require a conditional water permit. Temporary water permits are not a water right, are non-transferrable, cannot be modified, and water must only be used for the specified nature of use. This temporary water permit is granted subject to water use by senior appropriators. Withdrawals authorized by this temporary water permit must cease upon order of the Department of Water Resources Noncompliance with permit conditions may result in possible civil or criminal penalties. Development of a water project with a temporary water permit is at the permitholder's risk.

Conditions

1. A maximum area of 4.9 acres can be irrigated.
2. Water must only be used for the specific purpose of irrigating the club's greens and tee boxes.

Dated: 4/8/22

cc: Burleigh WRD

John Paczkowski, P.E.
State Engineer
ND Department of Water Resources
900 East Boulevard
Bismarck, ND 58505



Christopher D. Bader
Director, Water Appropriations Division


**State of North Dakota
Temporary Water Permit**

3. An in-line, continuous recording, totalizing water flowmeter must be installed on the pump discharge line to measure the water quantity pumped from the water source. The water flowmeter must:
 - I. Be certified by the manufacturer to record between 98 to 102 percent of the actual water volume passing the water flowmeter when installed according to the manufacturer's instructions.
 - II. Have a display that is readable at all times, whether the system is operating or not.
 - III. Have a totalizer that meets the following criteria:
 - a. Is continuously updated to read directly only in acre-feet, acre-inches, gallons, cubic feet, or barrels (42 U.S. gallons),
 - b. Has sufficient capacity, without cycling past zero more than once each year, to record the water quantity diverted in any one calendar year,
 - c. Has a dial or counter that can be timed with a stopwatch over not more than a 10-minute period to accurately determine the flow rate under normal operating conditions, and
 - d. Has a nonvolatile memory if the meter is equipped with an electronic totalizer.
 - IV. Be installed according to manufacturer's specifications and must be properly maintained according to manufacturer's recommendations including proper winterization such as removal during the winter.
 - V. Be available for inspection by the Department of Water Resources.
4. A report of water pumped must be submitted to the Department of Water Resources by December 31st, 2022, on the form provided.
5. Failure to comply with a Department of Water Resources order may result in water permit forfeiture.

Dated: 4/8/22

cc: Burleigh WRD

John Paczkowski, P.E.
State Engineer
ND Department of Water Resources
900 East Boulevard
Bismarck, ND 58505


Christopher D. Bader
Director, Water Appropriations Division

Permit Number - ND2022-20992

**State of North Dakota
Temporary Water Permit**

In response to an application for a temporary water permit dated 4/4/22 as received in this office 4/4/22, authority is hereby granted to:

Burleigh County Highway Department
8100 43rd St NE

Bismarck, ND 58554

Contact Person: Joseph N Lagasse

Telephone: (701) 204-7748

A Temporary Water Permit as follows:

Source: East Branch Apple Creek

Point of Diversion: NE1/4 Sec. 33 Twp. 140 Rng. 077

Nature of Use: Road Construction

Total Quantity of Water: 3.000 Acre-Feet

Maximum Withdrawal Rate: 250.0 gpm

Period of authorized usage: 4/20/22 through 10/31/22

This temporary water permit does not authorize the construction of any dam or crossing. Future water use from this source for this purpose may require a conditional water permit. Temporary water permits are not a water right, are non-transferrable, cannot be modified, and water must only be used for the specified nature of use. This temporary water permit is granted subject to water use by senior appropriators. Withdrawals authorized by this temporary water permit must cease upon order of the Department of Water Resources. Noncompliance with permit conditions may result in possible civil or criminal penalties. Development of a water project with a temporary water permit is at the permitholder's risk.

Conditions

1. The Department of Water Resources may impose minimum flow restrictions.
2. The permitholder must not cause streamflow to cease.
3. Sufficient water for downstream superior water rights must flow past the point of diversion while water is being withdrawn under this water permit.

Dated: 4/12/22

cc: Burleigh WRD

John Paczkowski, P.E.
State Engineer
ND Department of Water Resources
900 East Boulevard
Bismarck, ND 58505



Christopher D. Bader
Director, Water Appropriations Division

**State of North Dakota
Temporary Water Permit**

4. A weather-protected copy of this temporary water permit must be present and on display at the equipment withdrawing water at all times.
5. The permitholder must complete every enclosed Annual Water Use Report, even if no water is withdrawn based on the following:
 - a. For temporary water permits that are inclusive to one (1) calendar year:
 - i. One (1) Annual Water Use Report must be submitted to the Department of Water Resources within thirty (30) days after the expiration date of the permit.
 - b. For temporary water permits that span two (2) calendar years:
 - i. The first Annual Water Use Report must be submitted to the Department of Water Resources within thirty (30) days after the close of the first calendar year, which must report the total water withdrawn in the first calendar year, and
 - ii. The second Annual Water Use Report must be submitted to the Department of Water Resources within thirty (30) days after the expiration date of the permit, which must report the total water withdrawn in the second calendar year.
6. Any works associated with this temporary water permit are subject to inspection at any time by representatives of the Department of Water Resources. Refusal to allow inspection is grounds for temporary water permit cancellation.
7. Failure to comply with any order of the Department of Water Resources may result in temporary water permit forfeiture.

Dated: 4/12/22

cc: Burleigh WRD

John Paczkowski, P.E.
State Engineer
ND Department of Water Resources
900 East Boulevard
Bismarck, ND 58505



Christopher D. Bader
Director, Water Appropriations Division

State of North Dakota
Temporary Water Permit

In response to an application for a temporary water permit dated 1/11/22 as received in this office 1/11/22, authority is hereby granted to:

Northern Improvement Company
1721 Burlington Drive

Bismarck, ND 58501

Contact Person: Bruce Thompson

Telephone: (701) 223-6695

A Temporary Water Permit as follows:

Source: East Branch Apple Creek

Point of Diversion: NE1/4 NE1/4 Sec. 33 Twp. 140 Rng. 077

Nature of Use: Washing Aggregates

Total Quantity of Water: 10.741 Acre-Feet

Maximum Withdrawal Rate: 300.0 gpm

Period of authorized usage: 4/14/22 through 12/31/22

This temporary water permit does not authorize the construction of any dam or crossing. Future water use from this source for this purpose may require a conditional water permit. Temporary water permits are not a water right, are non-transferrable, cannot be modified, and water must only be used for the specified nature of use. This temporary water permit is granted subject to water use by senior appropriators. Withdrawals authorized by this temporary water permit must cease upon order of the Department of Water Resources. Noncompliance with permit conditions may result in possible civil or criminal penalties. Development of a water project with a temporary water permit is at the permitholder's risk.


Conditions

1. The Department of Water Resources may impose minimum flow restrictions.
2. The permitholder must not cause streamflow to cease.
3. Sufficient water for downstream superior water rights must flow past the point of diversion while water is being withdrawn under this water permit.

Dated: 4/13/22

cc: Burleigh WRD

John Paczkowski, P.E.
State Engineer
ND Department of Water Resources
900 East Boulevard
Bismarck, ND 58505



Christopher D. Bader
Director, Water Appropriations Division

**State of North Dakota
Temporary Water Permit**

4. A weather-protected copy of this temporary water permit must be present and on display at the equipment withdrawing water at all times.
5. The permitholder must complete every enclosed Annual Water Use Report, even if no water is withdrawn based on the following:
 - a. For temporary water permits that are inclusive to one (1) calendar year:
 - i. One (1) Annual Water Use Report must be submitted to the Department of Water Resources within thirty (30) days after the expiration date of the permit.
 - b. For temporary water permits that span two (2) calendar years:
 - i. The first Annual Water Use Report must be submitted to the Department of Water Resources within thirty (30) days after the close of the first calendar year, which must report the total water withdrawn in the first calendar year, and
 - ii. The second Annual Water Use Report must be submitted to the Department of Water Resources within thirty (30) days after the expiration date of the permit, which must report the total water withdrawn in the second calendar year.
6. Any works associated with this temporary water permit are subject to inspection at any time by representatives of the Department of Water Resources. Refusal to allow inspection is grounds for temporary water permit cancellation.
7. Failure to comply with any order of the Department of Water Resources may result in temporary water permit forfeiture.

Dated: 4/13/22

cc: Burleigh WRD

John Paczkowski, P.E.
State Engineer
ND Department of Water Resources
900 East Boulevard
Bismarck, ND 58505



Christopher D. Bader
Director, Water Appropriations Division

State of North Dakota
Temporary Water Permit

In response to an application for a temporary water permit dated 4/1/22 as received in this office 4/5/22, authority is hereby granted to:

Knife River Corporation - North Central
3303 ROCK ISLAND PLACE
BISMARCK, ND 58504

Contact Person: LUCI SNOWDEN

Telephone: (701) 530-1302

A Temporary Water Permit as follows:

Source: EAST BRANCH APPLE CREEK

Point of Diversion: SE1/4 SE1/4 Sec. 23 Twp. 140 Rng. 077

Nature of Use: Washing Aggregates

Total Quantity of Water: 350.000 Acre-Feet

Maximum Withdrawal Rate: 1,500.0 gpm

Period of authorized usage: 4/15/22 through 12/31/22

This temporary water permit does not authorize the construction of any dam or crossing. Future water use from this source for this purpose may require a conditional water permit. Temporary water permits are not a water right, are non-transferrable, cannot be modified, and water must only be used for the specified nature of use. This temporary water permit is granted subject to water use by senior appropriators. Withdrawals authorized by this temporary water permit must cease upon order of the Department of Water Resources. Noncompliance with permit conditions may result in possible civil or criminal penalties. Development of a water project with a temporary water permit is at the permitholder's risk.


Conditions

1. The Department of Water Resources may impose minimum flow restrictions.
2. The permitholder must not cause streamflow to cease.
3. Sufficient water for downstream superior water rights must flow past the point of diversion while water is being withdrawn under this water permit.

Dated: 4/12/22

cc: Burleigh WRD

John Paczkowski, P.E.
State Engineer
ND Department of Water Resources
900 East Boulevard
Bismarck, ND 58505


Christopher D. Bader
Director, Water Appropriations Division


**State of North Dakota
Temporary Water Permit**

4. An in-line, continuous recording, totalizing water flow meter must be installed on the pump discharge line to measure the water quantity pumped from the water source. The water flow meter must:
 - a. Be certified by the manufacturer to record between 98 to 102 percent of the actual water volume passing the water flow meter when installed according to the manufacturer's instructions.
 - b. Have a display that is readable at all times, whether the system is operating or not.
 - c. Have a totalizer that meets the following criteria:
 - i. Is continuously updated to read directly only in acre-feet, acre-inches, gallons, cubic feet, or barrels (42 U.S. gallons),
 - ii. Has sufficient capacity, without cycling past zero more than once each year, to record the water quantity diverted in any one calendar year,
 - iii. Has a dial or counter that can be timed with a stopwatch over not more than a 10-minute period to accurately determine the flow rate under normal operating conditions, and
 - iv. Has a nonvolatile memory if the meter is equipped with an electronic totalizer.
 - d. Be installed according to manufacturer's specifications and must be properly maintained according to manufacturer's recommendations including proper winterization such as removal during the winter.
 - e. Be available for inspection by the Department of Water Resources.
5. A weather-protected copy of this temporary water permit must be present and on display at the equipment withdrawing water at all times.
6. The permitholder must complete every enclosed Annual Water Use Report, even if no water is withdrawn based on the following:
 - a. For temporary water permits that are inclusive to one (1) calendar year:
 - i. One (1) Annual Water Use Report must be submitted to the Department of Water Resources within thirty (30) days after the expiration date of the permit.
 - b. For temporary water permits that span two (2) calendar years:
 - i. The first Annual Water Use Report must be submitted to the Department of Water Resources within thirty (30) days after the close of the first calendar year, which must report the total water withdrawn in the first calendar year, and
 - ii. The second Annual Water Use Report must be submitted to the Department of Water Resources within thirty (30) days after the expiration date of the permit, which must report the total water withdrawn in the second calendar year.

Dated: 4/12/22

cc: Burleigh WRD

John Paczkowski, P.E.
State Engineer
ND Department of Water Resources
900 East Boulevard
Bismarck, ND 58505


Christopher D. Bader
Director, Water Appropriations Division

Permit Number - ND2022-20990

**State of North Dakota
Temporary Water Permit**

7. Any works associated with this temporary water permit are subject to inspection at any time by representatives of the Department of Water Resources. Refusal to allow inspection is grounds for temporary water permit cancellation.
8. Failure to comply with any order of the Department of Water Resources may result in temporary water permit forfeiture.

Dated: 4/12/22

cc: Burleigh WRD

John Paczkowski, P.E.
State Engineer
ND Department of Water Resources
900 East Boulevard
Bismarck, ND 58505



Christopher D. Bader
Director, Water Appropriations Division



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 05/01/2022
To: Tracie Day
Organization: BCWRD
Fax #: **Phone #:** 701-222-3499

From: Alan Chrest
Fax #: 909-307-3083 **Phone #:** + 19097932853 Ext. 2857
Email: achrest@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #26078869
Document Date: 05/01/2022

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: + 190979328532857
Fax #: 909-307-3083

Quotation

Date: 05/01/2022

Quotation Number: 26078869

BCWRD
PO Box 1255
Bismarck ND 58502-1255
Attn: Tracie Day

Phone: 701-222-3499

Customer Number: 635910

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Alan Chrest

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	153148 ArcGIS Online Creator (Formerly Level 2 Named User) Term License Start Date: 07/31/2022 End Date: 07/30/2023	500.00	500.00
Item Subtotal				500.00
Estimated Tax				0.00
Total				USD 500.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Alan Chrest

Ext: 2857

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: + 190979328532857
Fax #: 909-307-3083

Quotation

Page 2

Date: 05/01/2022

Quotation Number: 26078869

Item	Qty	Material#	Unit Price	Extended Price
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Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

[CSBATCHDOM]



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380 New York Street
Redlands, CA 92373
Phone: + 190979328532857
Fax #: 909-307-3083

Quotation

Page 3

Date: 05/01/2022

Quotation No: 26078869

Customer No: 635910

Item	Qty	Material#	Unit Price	Extended Price
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US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below , you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

[CSBATCHDOM]

May 2022 Bills

Name	Project	Invoice	Amount
Bliss Law Firm	General	319	\$ 1,000.00
Bliss Law Firm	Contract Review - McDowell Dam	319	\$ 230.40
Bliss Law Firm	Dakota Helicopter contract review	319	\$ 115.20
Fronteer Payroll Services	March Presort Charges	2579	\$ 59.80
Fronteer Payroll Services	Monthly Admin Fee	2550	\$ 1,950.00
Fronteer Payroll Services	Terminal Server Contract	2550	\$ 55.00
Houston Engineering	McDowell Dam Recreation Area	59533	\$ 1,396.75
Houston Engineering	Apple-McDowell Water Supply Diversion	59528	\$ 1,317.75
Houston Engineering	Mcdowell Dam Inlet Modification	59530	\$ 956.50
Houston Engineering	General Engineering	59531	\$ 1,000.00
Houston Engineering	Burnt Creek Floodway Rehab & O&M	59527	\$ 937.50
Houston Engineering	Drainage Complaints	59532	\$ 331.50
Bismarck Parks	McDowell Dam	3513	\$ 14,702.55
	Total		\$ 24,052.95

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

Burleigh County Water Resource District
 PO Box 1255
 Bismarck, ND 58502-1255

April 28, 2022

Invoice #319

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
4/5/2022 (904) Receipt and review of McDowell Dam contract with State of North Dakota; follow-up email to James, Travis, and Mike Gunsch with regard to the same.	0.80 288.00/hr	230.40
4/13/2022 (312) Prepare for monthly Board meeting; attend Board meeting.		1,000.00
4/26/2022 (904 a) Receipt and review of email from Mike Gunsch with regard to Dakota Helicopter contract and status thereof; review file, reply to Mike Gunsch.	0.40 288.00/hr	115.20
For professional services rendered	1.20	\$1,345.60
Previous balance		\$1,144.00
Accounts receivable transactions		
4/21/2022 Payment - Thank You. Check No. 2029.		(\$1,144.00)
Total payments and adjustments		(\$1,144.00)
Balance due		<u>\$1,345.60</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.



Fronteer Payroll Services Inc
4007 State Street, Ste 20 P.O. Box 1315
Bismarck, ND 58502

Date: March 31, 2022
Invoice #: 0000002579
Terms: Net

Burleigh Co. Water Resource District

Bismarck, ND

Total Due: \$59.80

Detach And Return With Payment

Fronteer Payroll Services Inc 4007 State Street, Ste 20 P.O. Box 1315, Bismarck, ND 58502

Description	Amount	Total
March Presort Charges	\$59.80	\$59.80
Total:		\$59.80

Thank you for your business!



Fronteer Payroll Services Inc
4007 State Street, Ste 20 P.O. Box 1315
Bismarck, ND 58502

Date: April 30, 2022
Invoice #: 0000002550
Terms: Net

Burleigh Co. Water Resource District

Bismarck, ND

Total Due: \$2,005.00

Detach And Return With Payment

Fronteer Payroll Services Inc 4007 State Street, Ste 20 P.O. Box 1315, Bismarck, ND 58502

Description	Amount	Total
Monthly Administrative Fee - Per Agreement	\$1,950.00	\$1,950.00
Monthly Terminal Server Fee	\$55.00	\$55.00
Total:		\$2,005.00

Thank you for your business!

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
PO Box 1255
Bismarck, ND 58502-1255

May 3, 2022

Invoice No: 0059533

Due Date: June 2, 2022

Project R081032-0100 McDowell Dam Recreation Area

BCWRD Account No.: 905

See attached Project Status Report and Invoice Description.

Professional Services through April 23, 2022

Professional Personnel

	Hours	Rate	Amount	
Engineer 10	5.00	202.00	1,010.00	
Engineer 12	1.75	221.00	386.75	
Totals	6.75		1,396.75	
Total Labor				1,396.75
		Total this Invoice		\$1,396.75



Project Status and Invoice Description

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

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

Billing Period: *March 20, 2022 through April 23, 2022*

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

- Continued the work to secure the final signage (SignPro)
 - Create an exhibit of what the sign was to look like, review proof
 - Communications with Board Manger and sign invoice to Sec/Treas
 - Deliver complete signs to site manager for installation.
- Complete the requested O&M report the ND State Dam Safety Officer.
- Annual water uses permit report

Comments:

- There is a small amount of time in this invoice associated with the NDDWR Annual Maintenance report for Neideffer Dam. The O&M Reports were provided to the BCWRD in the April board agenda book.

See accompanying invoice and cost summary for personnel cost breakdown.

Total Invoice \$ 1,396.75

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
PO Box 1255
Bismarck, ND 58502-1255

May 3, 2022

Invoice No: 0059528

Due Date: June 2, 2022

Project R001032-0200 Apple-McDowell Water Supply Diversion

Professional Services through April 23, 2022

Phase 002 ND Dept of Water Resources - Cost Share

Professional Personnel

	Hours	Rate	Amount	
Engineer 10	3.00	202.00	606.00	
Totals	3.00		606.00	
Total Labor				606.00
		Total this Phase		\$606.00

Phase 004 Easement Acquisition

Professional Personnel

	Hours	Rate	Amount	
Engineer 10	3.25	202.00	656.50	
Engineer 12	.25	221.00	55.25	
Totals	3.50		711.75	
Total Labor				711.75
		Total this Phase		\$711.75
		Total this Invoice		\$1,317.75



Project Status and Invoice Description

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

HEI Project No.:	1032-0200
BCWRD Account No.	905
Project Name:	Apple-McDowell Water Supply Diversion

Billing Period: *March 20, 2022 through April 23, 2022*

Professional engineering and surveying services related to Preliminary Design and Easement Acquisition for the Apple-McDowell Water Supply Diversion Project including, but not limited to the following:

- Reviewing Dept of Water Resources cost share agreement and communications
- Looking up land ownership and contact information for affected landowners
- Attempts to contact landowners regarding pump station site and easements
- Reviewed site and routing options
- Revising alignment per input from affected landowners and site observations
- Communications with BCWRD portfolio holder regarding easement difficulties

Comments:

- Original Outdoor Heritage Fund grant request was not approved due to lack of secured easements for this project. BCWRD has directed HEI to begin work to draft up and secure easements.
- BCWRD has elected to hold off on submitting the OHF grant application until easements are secured or agreements are in hand for easements.
- Crafting of easement documents requires the pipeline route and location of project structures to be identified, so preliminary design work is being conducted to establish location of project features.
- Difficulty in securing landowner cooperation for easement may require alternate intake location.

See accompanying invoice and cost summary for personnel cost breakdown.

Phase (002) ND Dept of Water Resources – Cost Share	\$ 606.00
Phase (004) Easement Acquisition	\$ 711.75
Total Invoice:	\$ 1,317.75

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
PO Box 1255
Bismarck, ND 58502-1255

May 3, 2022

Invoice No: 0059530

Due Date: June 2, 2022

Project R001032-0300 McDowell Dam Inlet Modification

Professional Services through April 23, 2022

Phase 001 Review and Recommendations Memorandum

Professional Personnel

	Hours	Rate	Amount	
Engineer 10	2.00	202.00	404.00	
Totals	2.00		404.00	
Total Labor				404.00
		Total this Phase		\$404.00

Phase 002 Preliminary Design Drawings

Professional Personnel

	Hours	Rate	Amount	
Engineer 12	2.50	221.00	552.50	
Totals	2.50		552.50	
Total Labor				552.50
		Total this Phase		\$552.50
		Total this Invoice		\$956.50



Project Status and Invoice Description

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

HEI Project No.:	1032-0300
BCWRD Account No.	905
Project Name:	McDowell Dam Inlet Modification

Billing Period: *March 20, 2022 through April 23, 2022*

Professional engineering and surveying services related to the proposed modifications to the McDowell Dam principal spillway inlet structure, but not limited to the following:

- Virtual meeting with NDDWR and NRCS on the proposed inlet modifications.
- Discussion with the NRSC regarding the facility changes, dam safety status and the hydrological conditions should be used in the evaluation.
- The NRCS evaluated the proposed modifications and noted minor changes, which need to be addressed. Their assessment has been provided and is under review.
- Site visit completed to review conditions that exist this spring and identify any changes.
- Considerations underway to evaluate the impacts associated with the removal of the flashboards should that be ordered by the State Engineer in the future.

Comments:

- The NDDWR has requested that the BCWRD rescind or withdraw the previously submitted construction permit due to the change in plans for the installation. The original water permit priority date would not be impacted.
- A meeting to discuss the NRCS findings remains to be completed.
- While reviewing downstream conditions as it relates to the EAP and breach zone it was noted that a new structure has been constructed in the floodway. It appears this was completed without a permit. The Burleigh County Floodplain Administrator was notified, and he then notified the landowner of the violation, and need for corrective action. No additional action was taken on this issue.

See accompanying invoice and cost summary for personnel cost breakdown.

Phase (001) Review and Recommendations Memorandum	\$ 404.00
<u>Phase (002) Preliminary Design Drawings</u>	<u>\$ 552.50</u>
Total Invoice:	\$ 956.50

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
PO Box 1255
Bismarck, ND 58502-1255

May 3, 2022

Invoice No:

0059531

Due Date:

June 2, 2022

Project R084241-0000 BCWRD - General Engineering Services

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

BCWRD Project No.: 315 - Engineering Administration

See attached Project Status Report and Invoice Description.

Professional Services from March 20, 2022 to April 23, 2022

Phase 000 Burleigh Co. WRD - General

Monthly Lump Sum Amount

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



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: *April 1, 2022 through April 23, 2022*

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:

- **April Board Meeting**
- Meeting preparation and discussion
- Review of minutes and agenda updates
- Various BCWRD issues, contacts, and calls

Comments:

- This invoice is 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.
- New board member orientation remains to be completed.

<u>General Services</u>	<u>\$ 1,000.00</u>
Total	\$ 1,000.00

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
PO Box 1255
Bismarck, ND 58502-1255

May 3, 2022

Invoice No: 0059527

Due Date: June 2, 2022

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 through April 23, 2022

Phase 000 Burnt Creek Floodway Rehabilitation and O&M

Professional Personnel

		Hours	Rate	Amount	
Engineer 12		1.50	221.00	331.50	
	Totals	1.50		331.50	
	Total Labor				331.50
			Total this Phase		\$331.50

Phase 200 Construction and Contract Administration

Professional Personnel

		Hours	Rate	Amount	
Engineer 10		3.00	202.00	606.00	
	Totals	3.00		606.00	
	Total Labor				606.00
			Total this Phase		\$606.00
			Total this Invoice		\$937.50



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: *March 20, 2022 through April 23, 2022*

The following professional engineering and surveying services were provided on the Burnt Creek Flood Control Project and the annual O&M assessments.

Floodway Rehabilitation and O&M District

- Coordination with BCWRD for contacting Dakota Helicopters to contract for weed control
- Processing and distributing contract documents for bank stabilization project
- Response to questions from Corps for 4345 for Corps permit
- Communications and coordination with contractor

Comments/Issues/Problems:

- Low water levels provide an opportunity to restore the bank line erosion more easily.
- Houston Engineering has been tasked with creating a project to stabilize the bank line of the Burnt Creek floodway in two locations just downstream of the control structure. This involves obtaining determination from the ACOE and site access from the Bismarck Parks and Recreation District (BPRD). Board has elected to conduct the project via publicly advertised competitive bid process.
- Project construction requires construction easement and access agreement from BPRD and coordination for access route to site.

Phase (000) Floodway Rehabilitation and O&M District	\$ 331.50
Phase (200) Construction and Contract Administration	\$ 606.00
Total Invoice	\$ 937.50

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

Dennis Reep
Burleigh County (ND) Water Resource District
PO Box 1255
Bismarck, ND 58502-1255

May 3, 2022

Invoice No: 0059532

Due Date: June 2, 2022

Project R146025-0018 Burleigh County WRD Drainage Complaints

BCWRD Account No.: 960

See attached Project Status Report and Invoice Description.

Professional Services from March 20, 2022 to April 23, 2022

Phase 000 General Inquires

Professional Personnel

	Hours	Rate	Amount	
Engineer 12	1.50	221.00	331.50	
Totals	1.50		331.50	
Total Labor				331.50
		Total this Phase		\$331.50
		Total this Invoice		\$331.50



HoustonEngineering Inc.

Project Status and Invoice Description

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

HEI Project No.:	6025-0018
BCWRD Account No.	960 Shared Projects
Project Name:	Drainage Complaints

Billing Period: *October 3, 2021 through April 23, 2022*

Professional engineering and surveying services related to evaluating drainage complaints.

General Inquires (000)

A request regarding a potential drainage complaint was referred to us through Bliss Law. We contacted the property owner in Secluded Acres to discuss her situation and then provided general information to her from our files. Then we followed up with the Burleigh County Highway Department regarding the culverts in her area, and they then conducted a site review. Then a discussion was held with Manager Palm and determined this was a site condition that did not warrant a complaint. This determination was then provided to the resident who appreciated the response to her concerns.

Comments:

- The issue was resolved, and a formal complaint submittal was determined not to be necessary.

<u>Phase (000) – General Inquires</u>	\$	331.50
Total Invoice	\$	331.50

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
Wendy Egli
PO Box 1255
Bismarck, ND 58502-1255

DATE: 5/3/2022
INVOICE #: 03513
DUE DATE: 6/3/2022
TOTAL DUE: 14,702.55

CUSTOMER ACCOUNT # : 1017

ITEM DESCRIPTION	UNITS	PRICE	AMOUNT
McDowell Dam April 2022	1.00	14,702.55	14,702.55
TOTAL THIS INVOICE			14,702.55

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: 5/3/2022
INVOICE #: 03513
DUE DATE: 6/3/2022
TOTAL DUE: 14,702.55

BURLEIGH COUNTY WATER RESOURCE DISTRICT

McDowell Dam Monthly Billing

Bismarck Parks & Recreation District

400 E. Front Ave

Bismarck, ND 58504

For The Month Ended April 30, 2022

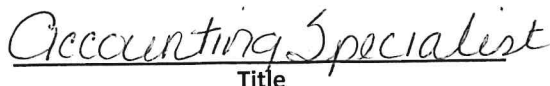
Date Submitted: 5/3/2022

Salaries & Wages	\$	4,021.26
Employer Payroll Taxes		307.63
Employee Pension & Health/Life/ Disability Benefits		2,262.32
Property & Liability Insurance		-
Operating Expenses		5,170.83
Capital Improvement Expenses		-
Total Expenses	\$	11,762.04
Administrative Fee		
(25% of Operating Expenses)	\$	2,940.51
(5% of Capital Improvement Expenses)		-
Total Amount Requested	\$	14,702.55



Prepared By

Board Member



Title

McDowell Dam Monthly Billing

April, 2022

Salaries & Wages

Salaries - Full time	\$ 4,021.26	
Wages - Part time	-	
Wages - Part time (Overtime)	-	
Total Salaries & Wages		\$ 4,021.26

Employer Payroll Taxes

Social Security/Medicare	307.63	
Unemployment- ND Job Service	-	
Total Employer Payroll Taxes		307.63

Employee Benefits

Pension	418.21	
Health, Life, & Disability Insurance (February and March, 2022)	1,844.11	
Total Employee Benefits		2,262.32

Property & Liability Insurance

General Liability	-	
Multi Coverage	-	
Auto Liability	-	
Total Property & Liability Insurance		-

Operating Expenses

Professional Services	-	
Service Contracts	-	
Sanitary Systems	80.00	
Parking Lots & Trail Repair	-	
Shop Supplies	-	
Janitorial Supplies	-	
Miscellaneous Supplies	31.73	
Fuel	102.58	
Repairs & Replacement	4,283.39	
Uniforms	-	
Concession Purchases	-	
Tools & Small Equip Less \$500	-	
Misc. Charges, Permits, and Licences (CC Fee)	-	
Equipment over \$500	-	
	4,497.70	

Utilities

Natural Gas	-	
Electricity	385.86	
Garbage Removal	-	
Water	89.75	
Telephone	197.52	
Total Utilities	673.13	

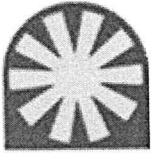
Total Operating Expenses 5,170.83

Capital Improvements

Building and Building Remodeling	-	
Capital Equipment	-	
Capital Outlay	-	
Total Capital Improvements		-

Total Expenses

\$ 11,762.04 of 109
BCWRD May 2022



Bismarck Parks and Recreation District

Detail Report Account Detail

Date Range: 04/01/2022 - 04/30/2022

Account	Name					Beginning Balance	Total Activity	Ending Balance
Fund: 01 - GENERAL FUND								
01.12.000.510100						12,122.78	4,021.26	16,144.04
FULL-TIME SALARIES								
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/08/2022	PYPKT01115	PYPKT01115 - 2022-04		ROBINSON, DAVID H.:000415 - McDowell Dam Supervisor			2,010.63	14,133.41
04/22/2022	PYPKT01120	PYPKT01120 - 2022-04		ROBINSON, DAVID H.:000415 - McDowell Dam Supervisor			2,010.63	16,144.04
01.12.000.520400						120.00	80.00	200.00
SANITARY SYSTEMS								
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/28/2022	APPKT02499	22176	208505	BILLING 2/26/22 - 3/25/22	0846 - SPIFFY BIFFS		80.00	200.00
	Purchase Order Number: BILLING 2/26/22 - 3/			0846 - SPIFFY BIFFS				
01.12.000.530140						361.32	31.73	393.05
MISCELLANEOUS SUPPLIES								
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/10/2022	APPKT02502	6010749	DFT0001112	SCRAPER, SPREADER	0948 - US BANK - ONE CARD		12.48	373.80
	Purchased From Vendor: 0785 - RUNNINGS SUPPLY INC							
04/28/2022	APPKT02499	6025964	208499	PEG HOOKS, DOWELS, LAQUER	0785 - RUNNINGS SUPPLY INC		15.27	389.07
	Purchase Order Number: 88640			0785 - RUNNINGS SUPPLY INC				
04/28/2022	APPKT02499	6029872	208499	WOOD DOWELS	0785 - RUNNINGS SUPPLY INC		3.98	393.05
	Purchase Order Number: 88640			0785 - RUNNINGS SUPPLY INC				
01.12.000.531300						363.18	102.58	465.76
FUEL								
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/27/2022	APPKT02498	FLTS-2022-00000003	208444	MARCH 22 FUEL USAGE - MCD	0209 - CITY OF BISMARCK		102.58	465.76
	Purchase Order Number: 90057			0209 - CITY OF BISMARCK				
01.12.000.531400						3,681.81	4,283.39	7,965.20
REPAIRS & REPLACEMENT								
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/10/2022	APPKT02502	008234	DFT0001112	DOOR, DOOR TRIM, LUMBER	0948 - US BANK - ONE CARD		462.02	4,143.83
	Purchased From Vendor: 0581 - MENARDS INC							
04/10/2022	APPKT02502	019503	DFT0001112	PAINT, CONCRETE CRACK FILL, WASHER FLUID	0948 - US BANK - ONE CARD		69.22	4,213.05
	Purchased From Vendor: 0581 - MENARDS INC							
04/10/2022	APPKT02502	049852	DFT0001112	DOORS, TRIM	0948 - US BANK - ONE CARD		465.18	4,678.23
	Purchased From Vendor: 0581 - MENARDS INC							

Detail Report

Date Range: 04/01/2022 - 04/30/2022

Account	Name					Beginning Balance	Total Activity	Ending Balance
01.12.000.531400 REPAIRS & REPLACEMENT - Continued						3,681.81	4,283.39	7,965.20
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/10/2022	APPKT02502	050298	DFT0001112	DOOR LEVER, FLOOR FINISH	0948 - US BANK - ONE CARD		102.52	4,780.75
Purchased From Vendor: 0581 - MENARDS INC								
04/10/2022	APPKT02502	1536-272035	DFT0001112	BRAKE PADS, BRAKE ROTOR, ANTI-FREE	0948 - US BANK - ONE CARD		175.95	4,956.70
Purchased From Vendor: 0682 - O'REILLY AUTO PARTS								
04/10/2022	APPKT02502	23422	DFT0001112	PAINT	0948 - US BANK - ONE CARD		35.98	4,992.68
Purchased From Vendor: 0559 - LOWE'S BUSINESS ACCOUNT								
04/10/2022	APPKT02502	23865	DFT0001112	PAINT, BRUSH KIT, TRAY LINER	0948 - US BANK - ONE CARD		112.52	5,105.20
Purchased From Vendor: 0559 - LOWE'S BUSINESS ACCOUNT								
04/27/2022	APPKT02496	600027	208421	PICNIC TABLE FRAMES (10) - MCD	5477 - PARK & PLAY USA, LLC		2,860.00	7,965.20
Purchase Order Number: 90060 5477 - PARK & PLAY USA, LLC								
01.12.000.540130 ELECTRICITY						836.67	385.86	1,222.53
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/28/2022	APPKT02499	APRIL 22 BILLING	208461	APRIL 22 BILLING (3/1/22 - 4/1/22)	0175 - CAPITAL ELECTRIC COOPERATIVE		385.86	1,222.53
Purchase Order Number: APRIL 22 BILLING 0175 - CAPITAL ELECTRIC COOPERATIVE								
01.12.000.540150 WATER						275.25	89.75	365.00
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/28/2022	APPKT02499	APRIL 22 BILLING	208502	APRIL 22 BILLING	0837 - SOUTH CENTRAL REGIONAL WATER		89.75	365.00
Purchase Order Number: APRIL 22 BILLING 0837 - SOUTH CENTRAL REGIONAL WATER								
01.12.000.540160 TELEPHONE						395.04	197.52	592.56
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/10/2022	APPKT02502	MAR22	DFT0001112	MAR22 PHONE/INTERNET CHGS	0948 - US BANK - ONE CARD		197.52	592.56
Purchased From Vendor: 0087 - BEK COMMUNICATIONS								
01.12.000.550100 HEALTH INSURANCE						5,532.33	1,844.11	7,376.44
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/28/2022	APPKT02499	EINS-2022-00000004	208462	APRIL 2022 HEALTH BENEFITS	0209 - CITY OF BISMARCK		1,844.11	7,376.44
Purchase Order Number: APRIL 2022 HEALTH B 0209 - CITY OF BISMARCK								
Total Fund: 01 - GENERAL FUND:					Beginning Balance:	23,688.38	Total Activity: 11,036.20	Ending Balance: 34,724.58
Grand Totals:					Beginning Balance:	23,688.38	Total Activity: 11,036.20	Ending Balance: 34,724.58

Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance
01 - GENERAL FUND	23,688.38	11,036.20	34,724.58
Grand Total:	23,688.38	11,036.20	34,724.58

SPIFFY BIFFS

Vendor # 846

Billing Date: 3/25/2022
 Billing Period: 02/26/22 - 3/25/22

Location	Amount
Anti-Freeze Park Operations	498.00
Bark Park	56.00
Clem Kelley Path	28.00
Clem Kelley Softball	28.00
Cottonwood BMX	56.00
Cottonwood Park	42.00
Eagles Park	28.00
Elk Ridge Park	14.00
Gisi Memorial Park	14.00
Heritage Park	14.00
Hillside Park (Lions)	28.00
Horizon Park	14.00
Horizon Tennis	14.00
Igoe Park	14.00
Jaycee Park	112.00
McQuade Diamond Enclosures	56.00
McQuade Diamonds (Temp)	56.00
New Generations Park	14.00
Nishu Bowmen Archery	56.00
Normandy Park	14.00
Optimist Park	28.00
Pioneer Trailhead	56.00
Scheels Complex	84.00
Septic Service Vaults (Shelter #10/Keel Boat	400.00
Sertoma -300 Riverside Park Rd	56.00
Sertoma Tennis Temp	28.00
Sertoma Walking Path	56.00
South Meadows	14.00
Steamboat Park	28.00
Sunrise Park	14.00
Tom O'Leary Tennis	28.00
Pebble Creek Golf	112.00
Pebble Creek Golf Antifreeze	48.00
Sibley Park	56.00
Sibley Park Antifreeze	24.00
McDowell Dam	56.00
McDowell Dam Antifreeze	24.00
Total	2,268.00

01.04.000.520400	1,948.00
01.05.110.520400	-
01.05.120.520400	160.00
01.05.100.520400	-
01.15.000.520400	80.00
01.12.000.520400	80.00
01.19.000.520400	-
TOTAL	2,268.00

 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 # 22176**DATE** 03/25/2022**DUE DATE** 05/22/2022**PURCHASE ORDER**

BISMARCK PARKS / ALL UNITS

ACTIVITY	QTY	RATE	AMOUNT
Portable Toilet Basic Service Sertoma Walking Path	1 4x6 = 24	56.00	56.00
Portable Toilet Basic Service Century Bark Park	1 4x6 = 24	56.00	56.00
Portable Toilet Basic Service Jaycee Park	2 8x6 = 48	56.00	112.00
Portable Toilet Basic Service Pebble Creek Golf	2 8x6 = 48	56.00	112.00
Portable Toilet Basic Service Sibley Park	1 4x6 = 24	56.00	56.00
Portable Toilet Basic Service Scheels Complex	1.50 6x6 = 36	56.00	84.00
Portable Toilet Basic Service Tom O'Leary Tennis	0.50 2x6 = 12	56.00	28.00
Portable Toilet Basic Service Gisi Park	0.25 1x6 = 6	56.00	14.00
Portable Toilet Basic Service Igoe Park	0.25 1x6 = 6	56.00	14.00
Portable Toilet Basic Service Sunrise Park	0.25 1x6 = 6	56.00	14.00
Portable Toilet Basic Service Normandy Park	0.25 1x6 = 6	56.00	14.00
Portable Toilet Basic Service Heritage Park	0.25 1x6 = 6	56.00	14.00
Portable Toilet Basic Service Steamboat Park	0.50 2x6 = 12	56.00	28.00
Portable Toilet Basic Service Lions Park	0.50 2x6 = 12	56.00	28.00
Portable Toilet Basic Service Optimist Park	0.50 2x6 = 12	56.00	28.00
Portable Toilet Basic Service Tom O'Leary Golf (#14 and Main.)	0	56.00	0.00

BILLING PERIOD 2/26/22 thru 3/25/22

ACTIVITY	QTY	RATE	AMOUNT
Portable Toilet Basic Service Tom O'Leary Golf [other units]	0	56.00	0.00
Portable Toilet Basic Service Pebble Creek Golf Practice Facility	0	56.00	0.00
Portable Toilet Basic Service Pioneer Overlook	0	56.00	0.00
Portable Toilet Basic Service Riverwood Golf	0	56.00	0.00
Portable Toilet Basic Service Pioneer Trailhead	1 4x6 = (24)	56.00	56.00
Portable Toilet Basic Service Sertoma-300 Riverside Park Rd	1 4x6 = (24)	56.00	56.00
Portable Toilet Basic Service McQuades Softball	1 4x6 = (24)	56.00	56.00
Portable Toilet Basic Service Bismarck Elks	0.50 2x6 = (12)	56.00	28.00
Portable Toilet Basic Service South Meadow Park	0.25 1x6 = (6)	56.00	14.00
Portable Toilet Basic Service Cottonwood	0.75 3x6 = (18)	56.00	42.00
Portable Toilet Basic Service Horizon Garden	0.25 1x6 = (6)	56.00	14.00
Portable Toilet Basic Service Horizon Tennis	0.25 1x6 = (6)	56.00	14.00
Portable Toilet Basic Service Eagles Park	0.50 2x6 = (12)	56.00	28.00
Portable Toilet Basic Service Municipal Ballpark Garden	0	56.00	0.00
Portable Toilet Basic Service Tatley Eagles Garden	0	56.00	0.00
Portable Toilet Basic Service Fairgrounds Garden	0	56.00	0.00
Portable Toilet Basic Service Neuens Arena	0	56.00	0.00
Portable Toilet Basic Service Sibley Boat Ramp	0	56.00	0.00
Septic Service Eagles Park Camper	0	50.00	0.00
Septic Service Vaults (shelter 10 / keel boat / Fox Island) - per service	8 x6 = (48)	50.00	400.00
Portable Toilet Basic Service New Generation Park	0.25 1x6 = (6)	56.00	14.00
Portable Toilet Basic Service McDowell Dam	1 4x6 = (24)	56.00	56.00
Portable Toilet Basic Service McQuades Temp	1 4x6 = (24)	56.00	56.00
Portable Toilet Basic Service Nishu Archery	1 4x6 = (24)	56.00	56.00
Portable Toilet Basic Service BMX Bathroom	1 4x6 = (24)	56.00	56.00

Tatley Eagles - per Bonnie email attached

ACTIVITY	QTY	RATE	AMOUNT
Portable Toilet Basic Service Sertoma Tennis Temp	0.50 <i>2x6 = (12)</i>	56.00	28.00T
Portable Toilet Basic Service Clem Kelley #2 Temp	0.50 <i>2x6 = (12)</i>	56.00	28.00T
Portable Toilet Basic Service Elk Ridge Park Temp	0.25 <i>1x6 = (6)</i>	56.00	14.00T
Winter Surcharge	99	6.00	594.00T

PLEASE NOTE THE INVOICES PAID WITH
EACH CHECK YOU SEND. THANK YOU!

BISMARCK PARKS / ALL UNITS
MULTIPLE LOCATIONS
PER: BONNIE [222-6464]

SUBTOTAL	2,268.00
TAX	0.00
TOTAL	2,268.00
BALANCE DUE	\$2,268.00

Winter Surcharge

PC - 48-

Sibbey - 24-

Highway - 108-

NCC - 108-

(594-)



701 South Washington
Bismarck, ND 58504
701-223-9582

PROD ID	QTY	UM	PRICE	TOTAL
SCRAPER - BURN OFF				
9031083	1	EA	8.990	8.99 n
SPREADER 3/16" V QUART				
19237	1	EA	3.490	3.49 n
SUBTOTAL				12.48
Tax				0.00
TOTAL				12.48
Visa				12.48

XXXXXX6485 (Approved)
ROBERTSON/DAVID

03/07/22 11:41:55 016 70060166016
1610111 BISMARCK PARKS & RECREATION
ATB: *ALL NEED A PO
GOV: 1610111
PO NUMBER: mcdowell
INVOICE #: 6010749 WSID: RSIWS1949
90C9E992-D44E-4F89-8EA6-6BFECB75FE5B
0928SV 4.1.21.614 TILL ID: 03
Thanks for choosing Runnings!

Earn rewards for every purchase.
Apply for the NEW Runnings Mastercard®



COPY



Charge
016 - Bismarck

PROD ID	QTY	UM	PRICE	TOTAL
HOOK PEG ASSORTMENT 1/8" 47PC				
1721362	1	EA	8.290	8.29 n
WOOD DOWELS 7/16"X36"				
20166128	1	EA	1.990	1.99 n
SPRAY PAINT LAQUER CLEAR				
7221617	1	EA	4.990	4.99 n
SUBTOTAL				15.27
Tax				0.00
TOTAL				15.27
Charge Account				15.27

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

03/31/22 08:49:30 016 70300028016
1610111 BISMARCK PARKS & RECREATION
400 E FRONT AVE
BISMARCK, ND 58504-0000 USA
ATB: *ALL NEED A PO
GOV: 1610111
PO NUMBER: McDowell
INVOICE #: 6025964 WSID: RSIWS1280
03BCF837-509D-449A-A6E0-0B85463658E1
6382TT 4.1.21.614 TILL ID: 04

Charge

016 - Bismarck
Copy 1 of 2



Charge
016 - Bismarck

PROD ID	QTY	UM	PRICE	TOTAL
WOOD DOWELS 7/16"X36"				
20166128	2	EA	1.990	3.98 n
SUBTOTAL				3.98
Tax				0.00
TOTAL				3.98
Charge Account				3.98

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.

McDowell

X: _____
*ALL NEED A PO

04/05/22 10:51:07 016 70350108016
1610111 BISMARCK PARKS & RECREATION
400 E FRONT AVE
BISMARCK, ND 58504-0000 USA
ATB: *ALL NEED A PO
GOV: 1610111
PO NUMBER: McDowell
INVOICE #: 6029872 WSID: RSIWS1280
09FA3166-E21B-4D57-9BEA-018B32E07676
0020JM 4.1.21.614 TILL ID: 04

Charge

016 - Bismarck
Copy 1 of 2

INVOICE

City of Bismarck
PO Box 5503
Bismarck, ND 58506
(701) 355-1615

DATE: 03/31/2022
DUE DATE: 04/30/2022
CUSTOMER NO: 509
INVOICE NO: FLTS-2022-00000003
DEPARTMENT: 660 Public Works Service Operations

PARKS & RECREATION
400 E FRONT AVE

Billing Inquiries:
Public Works
(701)355-1700

BISMARCK, ND 58504-5641

Description	Quantity	Unit Price	Total Price
Sale of Fuel-Hwys/Streets	1	\$913.9800	\$913.98
Sale of Unleaded Fuel-Hwy/St	1	\$4,194.7100	\$4,194.71

Invoice Total: \$5,108.69
Prepaid Amount: -\$0.00

Balance Due: \$5,108.69

Park Ops
4,727.59
 Sibley
63.65
 AWC
214.87
 McDowell
102.58 = 5,108.69

----- tear here -----

BISMARCK PUBLIC WORKS

Simple Invoice By Account For Driver

Date Range From : 03/01/2022 12:00:00AM To : 03/31/2022 11:59:00PM

Driver	Driver Name	# of Trans	Price	Total Quantity	Total Amount
Account : 1099	PARKS & REC MICHAEL JOB, GREG SMITH,				
Product : 01	Unleaded				
2522000000001464	PARKS/ DAN S.	2	\$3.170	61.190	\$211.85
2522000000002024	PARKS/ RICH H.	3	\$3.170	64.680	\$219.71
2522000000002140	PARKS/ TIM N.	4	\$3.000	91.520	\$311.56
2522000000002179	PARKS/ LYNN M.	2	\$3.170	46.380	\$159.73
2522000000002202	PARKS // DAVE MAYER	1	\$3.130	23.620	\$73.93
2522000000002720	PARKS /// ADAM KELLER	3	\$3.130	63.060	\$211.20
2522000000002722	PARKS /// MERKEL RILEY	2	\$3.000	40.920	\$139.97
2522000000002723	PARKS // STEVE P. Sish	3	\$3.000	70.030	\$232.19
2522000000003135	PARKS / EMMY VIDEEN	3	\$3.000	63.150	\$212.49
2522000000003157	PARKS / MARTHA	1	\$3.170	20.080	\$63.65
2522000000003214	PARKS / CAPITAL RACQUET	1	\$3.730	13.700	\$51.10
2522000000003245	PARKS // CORY LANG	1	\$3.170	21.220	\$67.27
2522000000003256	BALES, COLIN	1	\$3.170	25.670	\$81.37
2522000000003277	PARKS/ MIKE ROTH	1	\$3.730	28.000	\$104.44
2522000000003278	PARKS/MILLER, RYAN	3	\$3.170	66.930	\$237.27
2522000000003414	PARKS / ROD K.	2	\$3.170	44.310	\$153.13
2522000000003425	PARKS / JOEY LAFAVE	2	\$3.000	53.440	\$180.48
2522000000003427	PARKS /// BEVERLY (wmb)	1	\$3.170	13.160	\$41.72
2522000000003604	PARKS /// ROBINSON	1	\$3.730	27.500	\$102.58
2522000000003729	PARKS / TONY SCHMITT	3	\$3.000	76.770	\$254.75
2522000000003760	PARKS /// STEVE G	6	\$3.130	94.990	\$339.32
2522000000003787	PARKS /// HADEM, JERAD	4	\$3.170	80.430	\$279.25
2522000000003827	PARKS / BOSCH JAMIE	2	\$3.170	44.190	\$153.34
2522000000003836	PARKS / MATZKE, BRAD	1	\$3.730	26.150	\$97.54
2522000000003903	PARKS / AQUATIC CENTER	3	\$3.130	63.560	\$214.87
Totals for Product :				1224.650	\$4,194.71
Product : 05	Diesel				
2522000000001668	PARKS/ BRAD P. // TOM O.	1	\$3.430	24.730	\$84.82
2522000000003072	PARKS // TROY FINK	6	\$3.320	181.170	\$771.63
2522000000003135	PARKS / EMMY VIDEEN	1	\$4.990	11.530	\$57.53
Totals for Product :				217.430	\$913.98
Totals for Account :				1442.080	\$5,108.69

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 06/21/22

If you have questions regarding the
charges on your receipt, please
email us at:
BISHfrontend@menards.com



Sale Transaction

Tax Exempt Certificate ID: 3391577
Exempt Type: Local Government

PINE 6PNL 32RH		
4112508	DOORS	174.00 NT
PINE 6PNL 36LH		
4112513		174.00 NT
RND POPLAR DOWEL-7/16X48		
2152026		1.49 NT
CASE SET WM356 PINE		
4172837		29.99 NT
1X6-6' SELECT BOARD		
1031719	Trim	13.79 NT
COL CASING LHM356 PINE		
4172825	2 @9.99	17.98 NT
COL BASE WM623 PINE		
4171475	2 @15.99	31.98 NT
ORDER	76972	
4X4-6' AC2 GREEN TREATED-PICK		
1112201		18.79 NT
END OF ORDER		

COPY

TOTAL SALE 462.02
VISA CREDIT 6485 462.02
PO # mcdougall
Auth Code:008234
Chip Inserted
a0000000031010
TC - 9c567258d305b0a5

TOTAL NUMBER OF ITEMS = 10

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
1766

GUEST COPY

Page 93 of 109
The Cardholder acknowledges receipt of
goods/services in the total amount shown

Use Your  2%
BIG CARD REBATE
MENARDS

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 05/29/22

If you have questions regarding the
charges on your receipt, please
email us at:
BISMfrontend@menards.com



Sale Transaction

Tax Exempt Certificate ID: 2724111
Exempt Type: Local Government

CONCRETE CRACKFILL		
5581351		8.49 NT
FLR PAINT LTX SAT ACNT/D		
5507074		30.98 NT
SPLASH -35 ULTIMATE PURP*		NR
2612800	5 @2.69	13.45 NT

Tax Exempt Certificate ID: 3391577
Exempt Type: Local Government

COPY

MASTER 9"X3/8" 3-PACK		
5610275	2 @6.73	13.46 NT
QS CHIP BRUSH 3 PK		
5618382		2.84 NT

TOTAL SALE
VISA 6485
019503
Swiped
PO #

69.22
69.22

MCDOWELL

TOTAL SAVINGS 8.00

TOTAL NUMBER OF ITEMS = 10

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
1763

GUEST COPY



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 06/09/22

If you have questions regarding the
charges on your receipt, please
email us at:
BISMfrontend@menards.com



Sale Transaction

Tax Exempt Certificate ID: 3391577
Exempt Type: Local Government

PINE 6PNL 32LH	Doors		
4112509		162.91	NT
PINE 6PNL 36RH	*		
4112512		162.91	NT
COL CASING LWM356 PINE	Trim		
4172825 3 @8.99		26.97	NT
CASE SET WM356 PINE			
4172837		29.99	NT
COL BASE LWM634 PINE			
4171467 5 @16.48		82.40	NT

TOTAL SALE 465.18
VISA CREDIT 6485 465.18
PO # mcdowell
Auth Code:049852
Chip Inserted
a0000000031010
TC - ec1763fbd686396f

TOTAL SAVINGS 22.18

TOTAL NUMBER OF ITEMS = 11

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
1764

GUEST COPY

The Cardholder acknowledges receipt of
goods/services in the total amount shown
hereon and agrees to pay the card issuer
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Deb

Use Your  2%
BIG CARD REBATE

MENARDS®

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 06/12/22

If you have questions regarding the
charges on your receipt, please

email us at:
BISMfrontend@menards.com



Sale Transaction

Tax Exempt Certificate ID: 3391577
Exempt Type: Local Government

VARA OIL FLOOR FINISH S-	
5553675	44.58 NT
SN PRIVACY ACCENT LEVER	
2213486 2 @28.97	57.94 NT

TOTAL SALE	102.52
VISA CREDIT 6485	102.52

PO # McDowell

Auth Code:050298

Chip Inserted

au000000031010

TC - 003616ec1be5612a

COPY

TOTAL NUMBER OF ITEMS = 3

THE FOLLOWING IN-STORE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
1765

GUEST COPY

The Cardholder acknowledges receipt of
goods/services in the total amount shown
hereon and agrees to pay the card issuer
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Brady

51908 05 1846 03/14/22 06:11PM 3055



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	1536-272035
Sale Type	CHG. CARD SALE
Date	03/17/2022 2:13 PM
Ship Via	
PO Number	dave

Counter #	Customer Account	Ordered By	Special Instructions
149113	806814		

Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Net	Extended
1	BB	SC1012A	CERAMIC PADS	LT	EA	N	83.03	29.99	29.99
Special Offer. 1 @ 29.99 (regular price 42.14; you saved 12.15)									
2009 Ford F-150									
2	BBR	680182RGS	BRAKE ROTOR	2Y	EA	N	130.49	50.00	100.00
Special Offer. 2 @ 50.00 (regular price 68.90; you saved 37.80)									
DC or Hub Pickup									
2009 Ford F-150									
This item has been ordered:									
2 from STORE 1766 BISMARCK ND									
4	AFZ	87221	1GalAntifrez	3D	EA	N	19.47	11.49	45.96

COPY

7 Items

Brake Package Pricing available. See First-Call Online for more details.

Chip Used: Y A0000000031010 0000000000 E800 06011203A02002 Verified By Not Verified REF #: 765480680381 AUTH CD: 035046



Sub-Total	175.95
Sales Tax	0.00
Total	175.95
VISA #6485	175.95

LOWE'S HOME CENTERS, LLC
1401 W CENTURY AVE
BISHARCK, ND 58503 (701) 934-9000

- SALE -

SALES#: S2533RSX 4224926 TRANS#: 23298396 03-14-22

49818 116-FL OZ VAL LX SAT POR/ 35.98

Paint

SUBTOTAL: 35.98
TAX: 0.00
INVOICE 23422 TOTAL: 35.98
VISA: 35.98

VISA: XXXXXXXXX6485 AMOUNT: 35.98 AUTHCD: 085073

CHIP REFID: 253323066918 03/14/22 17:53:14

CUSTOMER CODE: ncdove11

APL: VISA CREDIT TVR: 0080008000

AID: A000000031010 TSI: E800

STORE: 2533 TERMINAL: 23 03/14/22 17:53:16

OF ITEMS PURCHASED: 1

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
FOR DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: NICOLE PAKIZ

COPY

LOWE'S PRICE PROMISE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

* SHARE YOUR FEEDBACK! *
* ENTER FOR A CHANCE TO BE *
* ONE OF FIVE \$500 WINNERS DRAWN MONTHLY! *
* ENTRE EN EL SORTEO MENSUAL *
* PARA SER UNO DE LOS CINCO GANADORES DE \$500! *
* *
* ENTER BY COMPLETING A SHORT SURVEY *
* WITHIN ONE WEEK AT: www.lowes.com/survey *
* YOUR ID #234221 253320 737672 *
* *
* NO PURCHASE NECESSARY TO ENTER OR WIN. *
* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

STORE: 2533 TERMINAL: 23 03/14/22 17:53:16

LOWE'S HOME CENTERS, LLC
1401 W CENTURY AVE
BISHARCK, ND 58503 (701) 934-9000

- SALE -

SALES#: S2533JMS 2467069 TRANSH#: 23770357 03-08-22

2916583 124 FL OZ VAL RESERVE SEN	55.98
49818 116-FL OZ VAL LX SAT POR	35.98
1060890 VALSPAR 3-PC TRAY LINER	2.58
1617026 VALSPAR 8-PIECE KIT	17.98

Parting

SUBTOTAL: 112.52
TAX: 0.00
INVOICE 23865 TOTAL: 112.52
VISA: 112.52

VISA: XXXXXXXXXX6485 AMOUNT: 112.52 AUTHCD: 020399
CHIP REFID: 253323066046 03/08/22 14:11:51
CUSTOMER CODE: McDowell

APL: VISA CREDIT TUR: 0080008000
AID: A0000000031010 TSI: E800

STORE: 2533 TERMINAL: 23 03/08/22 14:12:37

OF ITEMS PURCHASED: 4
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
FOR DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: NICOLE PAKIZ

COPY

LOWE'S PRICE PROMISE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

SHARE YOUR FEEDBACK!
ENTER FOR A CHANCE TO BE
ONE OF FIVE \$500 WINNERS DRAWN MONTHLY!
¡ENTRE EN EL SORTEO MENSUAL
PARA SER UNO DE LOS CINCO GANADORES DE \$500!

ENTER BY COMPLETING A SHORT SURVEY
WITHIN ONE WEEK AT: www.lowes.com/survey
YOUR ID #238656 253320 676107

NO PURCHASE NECESSARY TO ENTER OR WIN.
* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

STORE: 2533 TERMINAL: 23 03/08/22 14:12:37

PURCHASE ORDER
BISMARCK PARKS AND RECREATION DISTRICT
400 East Front Avenue • Bismarck, ND 58504
Phone: (701) 222-6455 • Fax (701) 221-6838

No. 90060

ND Tax Exempt Number: E-4674
Federal ID Number: 45-0409352

Name Park + Play USA

Vendor 5477

Address _____

Date 4-19-22

Notes per Quote -

Acct #	Project Number	Cost
01.12.000.531400		
Description 10EA Picnic table Frames for McDowell Dam		2,860 ⁰⁰
Acct # 01.15.000.531400		
Description 2EA Picnic table Frames General Sibley		572 ⁰⁰
Acct # 32.00.000.570800 ny		
Description 8' Accessible Picnic tables -Christopher Reeves Foundation Grant		24,464 ⁰⁰
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Total		27,896 ⁰⁰

Employee's Signature _____

Manager's Signature

Tony Schmitt

Approved By

am ny K2-KB

ORIGINAL



INVOICE DATE 04/18/22
INVOICE # 600027

Bill to: Bismarck Parks & Rec
400 E Front AVE
Bismarck, ND 58504

Ship to: Tony Schmitt
Bismarck Parks & Rec
627 West Arbor AVE
Bismarck, ND 58504
Phone #: 701 222 6464

Cust #	Customer PO #	Quote #	Due Date	Contract #	Terms
100440		30	05/15/22	2210PP0001	30 Days

Line	Material	Description	Unit Price	Quantity	Amount
3	99	8J2CRRPEWC, 8' Portable Access - Color Cedar	\$1,112.00000	22.000 EA	\$24,464.00
4	99	682BG, 6' Picnic Table Frames	\$286.00000	12.000 EA	\$3,432.00

Notes:

Total	\$27,896.00
Sales Tax	
Less: Retainage	
Total Due	\$27,896.00

When you provide a check as a payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call: 701.356.8800

$$286.^{\infty} \times 10 = 2860.^{00}$$



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

04/07/2022
868029
04/25/2022

Billing Summary

Previous Balance	\$35.43
Payment(s) Received	<i>Thank You!</i> \$-35.43
Balance Forward	\$0.00
Charges	\$36.33
Amount Due	\$36.33

**BIS CITY PARK DISTRICT
PARK & REC
400 E FRONT AVE
BISMARCK ND 58504-5641**



Page 1 of 2

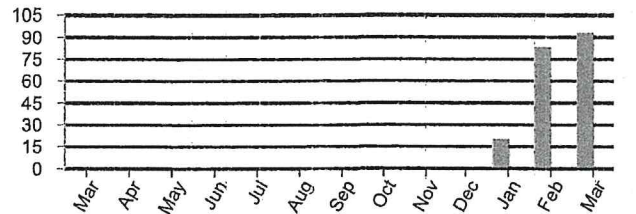
Message(s) Our office will be closed on Good Friday, April 15th.

Service Address: 1951 NE 93RD ST

Meter #	Rate Description	From	To	Days	Previous	Present	Mult.	kWh
93622953	RURAL SMALL COMM UNDER 10KW	03/01/2022	04/01/2022	31	103	196	1	93

Detail of Charges

Monthly Base Charge	\$28.00
Usage Charge 93 kWh @ \$0.08956	\$8.33
Current Charges	\$36.33



PERIOD ENDING	MAR 2021	MAR 2022
Avg Daily Temp	39	32
Avg Daily kWh	0	3

RETURN BOTTOM PORTION WITH YOUR PAYMENT. PLEASE DO NOT FOLD, STAPLE, TAPE, OR PAPERCLIP.

Capital Electric Cooperative is an equal opportunity provider and employer.

**BIS CITY PARK DISTRICT
PARK & REC
400 E FRONT AVE
BISMARCK ND 58504-5641
PRIMARY: (701) 222-6455**

SECONDARY:

Account Number 868029
Due Date 04/25/2022
Amount Due \$36.33

See reverse side for payment options

Please notify us of any changes to your account information below:

CAPITAL ELECTRIC COOPERATIVE, INC.
PO BOX 730
BISMARCK ND 58502-0730





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

04/07/2022
868001
04/25/2022

Billing Summary

Previous Balance	\$231.06
Payment(s) Received	<i>Thank You!</i> \$-231.06
Balance Forward	\$0.00
Charges	\$206.89
Amount Due	\$206.89

BIS CITY PARK DISTRICT
PARK & REC
400 E FRONT AVE
BISMARCK ND 58504-5641



Page 1 of 2

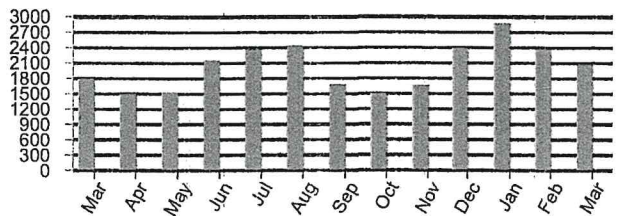
Message(s) Our office will be closed on Good Friday, April 15th.

Service Address: SEC 27SW MCDOWELL HOUSE

Meter #	Rate Description	From	To	Days	Previous	Present	Mult.	kWh
86861804	RURAL SMALL COMM UNDER 10KW	03/01/2022	04/01/2022	31	48538	50591	1	2053

Detail of Charges

Monthly Base Charge		\$28.00
Usage Charge	1500 kWh @ \$0.08956	\$134.34
	553 kWh @ \$0.08056	\$44.55
Current Charges		\$206.89



PERIOD ENDING	MAR 2021	MAR 2022
Avg Daily Temp	39	32
Avg Daily kWh	58	66

RETURN BOTTOM PORTION WITH YOUR PAYMENT. PLEASE DO NOT FOLD, STAPLE, TAPE, OR PAPERCLIP.

Capital Electric Cooperative is an equal opportunity provider and employer.

BIS CITY PARK DISTRICT
PARK & REC
400 E FRONT AVE
BISMARCK ND 58504-5641
PRIMARY: (701) 222-6455

SECONDARY:

Account Number 868001
Due Date 04/25/2022
Amount Due \$206.89

See reverse side for payment options

Please notify us of any changes to your account information below:

CAPITAL ELECTRIC COOPERATIVE, INC.
PO BOX 730
BISMARCK ND 58502-0730





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: 04/21/2022
Current Charges: 34.00
Past Due Charges: 0.00
Amount Due by 05/10/2022: 34.00
Amount Due After 05/10/2022: 38.00

☐ 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

883 Web ID

Amount Enclosed: 34.00

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: 34.00 - 04/06/2022
Billing Date: 04/21/2022

BISMARCK PARK - MCDOWELL DAM
400 E FRONT AVE
BISMARCK ND 585045641

Current Reading: 04/01/2022 308100
Previous Reading: 03/01/2022 308100
Usage: 0

Important Messages

REMINDER: YOU MAY NOW PAY YOUR BILL VIA DEBIT OR
CREDIT CARD. YOU CAN CALL 844-793-7222 OR VISIT
SOUTHCENTRALWATERND.COM TO FIND ACCESS TO
THE ONLINE BILL PAYMENT WEBSITE

OUR OFFICE WILL BE CLOSED MONDAY, MAY 30
HAVE A SAFE AND HAPPY HOLIDAY!

IF YOU ARE INTERESTED IN AUTO PAY PLEASE
CALL US AT 258-8710

USAGE ON THIS BILL IS FROM MARCH

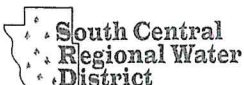
Service	Current	Past-Due	Balance
MONTHLY MINIMUM	34.00	0.00	34.00
Totals:	34.00	0.00	34.00
DUE DATE	05/10/2022		

THANK YOU FOR YOUR PREVIOUS PAYMENT

USAGE HISTORY IN GALLONS

APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	SEP 2021	OCT 2021	NOV 2021	DEC 2021	JAN 2022	FEB 2022	MAR 2022	APR 2022
100	1900	8200	20300	20600	13000	11900	2300	100	0	100	0	0
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





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: 04/21/2022
Current Charges: 55.75
Past Due Charges: 0.00
Amount Due by 05/10/2022: 55.75
Amount Due After 05/10/2022: 59.75

☐ 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



776 Web ID

Amount Enclosed: 55.75

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: 55.00 - 04/06/2022
Billing Date: 04/21/2022

BISMARCK PARK - MCDOWELL DAM
400 E FRONT AVE
BISMARCK ND 585045641

Current Reading: 04/01/2022 1767900
Previous Reading: 03/01/2022 1764500
Usage: 3400

Important Messages

REMINDER: YOU MAY NOW PAY YOUR BILL VIA DEBIT OR
CREDIT CARD. YOU CAN CALL 844-793-7222 OR VISIT
SOUTHCENTRALWATERND.COM TO FIND ACCESS TO
THE ONLINE BILL PAYMENT WEBSITE

OUR OFFICE WILL BE CLOSED MONDAY, MAY 30
HAVE A SAFE AND HAPPY HOLIDAY!

IF YOU ARE INTERESTED IN AUTO PAY PLEASE
CALL US AT 258-8710

USAGE ON THIS BILL IS FROM MARCH

Service	Current	Past-Due	Balance
MONTHLY MINIMUM	34.00	0.00	34.00
WATER COST	21.75	0.00	21.75
Totals:	55.75	0.00	55.75
DUE DATE	05/10/2022		

THANK YOU FOR YOUR PREVIOUS PAYMENT

USAGE HISTORY IN GALLONS

APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	SEP 2021	OCT 2021	NOV 2021	DEC 2021	JAN 2022	FEB 2022	MAR 2022	APR 2022
3500	4500	19100	39800	42100	37400	29200	14200	3200	3700	4000	3300	3400
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



NNNN
000001205800

200 EAST BROADWAY
PO BOX 230
STEELE, ND 58482
1.888.475.2361

BILL AT A GLANCE 03/01/2022

BISMARCK PARKS & REC

BALANCE FROM LAST BILLING		197.52
Payments Received	02-02	197.52CR
Previous Balance Due		.00

SUMMARY BY SERVICE TYPE

BUSINESS LINE METERED	64.00
TELEPHONE SERVICES	2.06
MISCELLANEOUS SERVICES	30.90
MANDATED FEES	4.06
INTERNET SERVICES	96.50
INTERNET SERVICES	.00

CURRENT BILLING AMOUNT	197.52
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Credit Card Payment -- Do Not Pay	197.52
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**Make the switch
TODAY!**

FOR CHANNEL LINEUPS or
TO ORDER EPIC IPTV visit
BEK.COOP
*Must be on BEK Fiber

Please return lower portion with your payment...retain upper portion for your records.
Please do not attach payment to the stub.

Telephone No.: (701)223-7016

ACCOUNT NO: 1205800

Previous Bill	Payment/Adj	Current Billing	Total Due
\$197.52	\$197.52CR	\$197.52	\$197.52

MESSAGE CENTER

Billing Inquiries Call: 1(888)475-2361

Payments received after 02-28 have not been applied to this statement.

To pay by credit card using BEK's Pay-by-Phone System, please call 1-844-252-5273 toll-free. Have your credit card and BEK account number ready.

The CURRENT AMOUNT of your BEK payment is due by the 20th day of each month. If you have an unpaid balance, it will be applied to your next statement plus a \$30 late fee. PAST DUE accounts are subject to disconnection on MARCH 22, 2022 unless payment or arrangements have been made prior. If your services are disconnected for nonpayment, you will be required to pay all past due balances including reconnect charges.

Payment of this invoice constitutes acceptance of the Terms and Conditions of BEK Communications services. These Terms and Conditions should be reviewed periodically as they will change from time to time and can be found at www.bek.coop or by request at 1-888-475-2361.

Federal Universal Service Charge (FUSC): The purpose of this charge is to help keep rates affordable for all customers, regardless of where they live in the U.S. as well as to assist schools, libraries and rural healthcare providers obtain leading edge telecommunications services. The Federal Communications Commission (FCC) reviews the FUSC factor each quarter. This rate may increase or decrease and will not be determined until later in the month. If there is a change, the new FUSC rate will be implemented on your next billing statement.

Scholarship Deadline March 1, 2022 - University of Mary March 10, 2022 - BEK Scholarships Applications can be found at bek.coop/coop/scholarships

(Continued on subsequent pages)



200 EAST BROADWAY
PO BOX 230
STEELE, ND 58482
1.888.475.2361

☐ Check for Address Change

03/01/2022 000000

BISMARCK PARKS & REC
ACCOUNT NO: 1205800
Telephone No.: (701)223-7016

Payment Due	Total Due
Invoiced	\$197.52
Enter Amount Paid	
Credit Card	

5271 1 AV 0.426
BISMARCK PARKS & REC
MCDOWELL DAM
400 E FRONT AVE
BISMARCK ND 58504-5641

5 5271
C-17

BEK COMMUNICATIONS COOPERATIVE
200 EAST BROADWAY
PO BOX 230
STEELE ND 58482-0230



21 52800001 205100001 2227011 00001 23621



200 EAST BROADWAY
PO BOX 230
STEELE, ND 58482
1.888.475.2361

BISMARCK PARKS & REC
ACCOUNT NO: 1205800
Telephone No.: (701)223-7016
BILL DATE: 03/01/2022
Page: 3 of 5

MONTHLY USAGE FOR Telephone No.: (701)223-7016

Service Address: 1951 93 ST NE BISMARCK, ND

Description	Date	Quantity	Amount
SUMMARY FOR: McDowell Dam			
Previous Balance Due			.00
BUSINESS LINE METERED	03/01-03/31		32.00
BUSINESS LINE			
CALLER ID			
BUSINESS LINE METERED SUBTOTAL			32.00
MANDATED FEES	03/01-03/31		
E911 FEE-BURLEIGH CO		1 @ 2.00	2.00
TELECOMMUNICATIONS RELAY SERVICE FUND		1 @ 0.03	.03
MANDATED FEES SUBTOTAL			2.03
SUB-TOTAL			34.03
CURRENT BILLING AMOUNT			34.03

Credit Card Payment -- Do Not Pay
The carrier you have chosen for your long distance (InterLATA) calls is BEK LD.
The carrier you have chosen for your long distance (IntraLATA) calls is BEK LD.



200 EAST BROADWAY
PO BOX 230
STEELE, ND 58482
1.888.475.2361

BISMARCK PARKS & REC
ACCOUNT NO: 1205800
Telephone No.: (701)223-7016
BILL DATE: 03/01/2022
Page: 4 of 5

MONTHLY USAGE FOR Telephone No.: (701)255-7385

Service Address: 1951 93 ST NE STR 1 BISMARCK, ND

Description	Date	Quantity	Amount
SUMMARY FOR: McDowell Dam-Concession/Shop			
Previous Balance Due			.00
BUSINESS LINE METERED	03/01-03/31		32.00
BUSINESS LINE			
CALLER ID			
BUSINESS LINE METERED SUBTOTAL			32.00
TELEPHONE SERVICES	03/01-03/31		
ON PREMISE EXTENSION - PHONE ONLY		1 @ 2.00	2.00
FEDERAL TAX			.06
TELEPHONE SERVICES SUBTOTAL			2.06
MANDATED FEES	03/01-03/31		
E911 FEE-BURLEIGH CO		1 @ 2.00	2.00
TELECOMMUNICATIONS RELAY SERVICE FUND		1 @ 0.03	.03
MANDATED FEES SUBTOTAL			2.03
SUB-TOTAL			36.09
CURRENT BILLING AMOUNT			36.09

Credit Card Payment -- Do Not Pay
The carrier you have chosen for your long distance (InterLATA) calls is BEK LD.
The carrier you have chosen for your long distance (IntraLATA) calls is BEK LD.





200 EAST BROADWAY
PO BOX 230
STEELE, ND 58482
1.888.475.2361

BISMARCK PARKS & REC
ACCOUNT NO: 1205800
Telephone No.: (701)223-7016
BILL DATE: 03/01/2022
Page: 5 of 5

MONTHLY USAGE FOR BILLING NO: 701-101-2047

Service Address: 1951 93 ST NE STR 1 BISMARCK, ND

Description	Date	Quantity	Amount
SUMMARY FOR: McDowell Dam			
Previous Balance Due			.00
MISCELLANEOUS SERVICES			
36 MONTH AGREEMENT	03/01-03/31		
YOUR 36 MONTH AGREEMENT EXPIRES ON 04/05/24			
MULTI-LOCATION SERVICES	2 @	15.00	30.00
FEDERAL TAX			.90
MISCELLANEOUS SERVICES SUBTOTAL			30.90
INTERNET SERVICES			
1/2 GBPS LIGHTBAND CONNECTION	03/01-03/31	1 @	96.50
INTERNET SERVICES SUBTOTAL			96.50
INTERNET SERVICES			
BROADBAND USAGE - 732.95 GBS	02/28		.00
INTERNET SERVICES SUBTOTAL			127.40
SUB-TOTAL			127.40
CURRENT BILLING AMOUNT			127.40
Credit Card Payment - Do Not Pay			127.40