



BURLEIGH COUNTY WATER RESOURCE DISTRICT AGENDA
Wednesday, November 13, 2024 at 8:00 am
Tom Baker Room, 221 N. 5th Street Bismarck

8:00 a.m. – Call to Order

1. Roll Call (Reep, Landenberger, Jones, Smith, Binegar):
2. **Approval of 10/09/2024, 10/28/2024, and 10/30/2024 Minutes:3-9**
3. **Amendments and Approval of Agenda:**
4. Comments from Members of the Public: (For Items Not on the agenda):
5. McDowell Dam (Binegar/Landenberger):
 - a. Supplemental Water Supply
 - i. Easement Negotiations (Offers and Appraisal Status)
 - ii. Updated Water Supply Simulation (Pending)
 - b. Emergency Spillway Bank Stabilization (Survey/Design/Permitting) – Spring 2025
 - c. Emergency Action Plan Updated – 2024 Emergency Exercise (Requested)
 - d. NRCS Field Inspection
6. Financial Reports (Reep):
 - a. **Balance Sheet 10/31/2024 10-11**
 - b. **P&L 10/31/2024 12-13**
 - c. **Website Update – Proposal 14**
 - d. Pledged Securities 15
7. Drainage Permits/Complaints/Issues: *Open*:
 - a. Randy Koch – Memorandum and meeting request16-23
8. Drainage Permits/Complaints/Issues: *Closed*:
9. Projects:
 - a. Sibley Island (Gunsch\Reep):
 - i. Project Close Out (Pending)
 - b. Hoge Island Stabilization (Binegar):
 - i. Public Hearing/Special Board Meeting–Assessment and Certification (October 30)..... 24
 - ii. Beierle Protest Memorandum25-36
 - iii. Bond Sales (Pending) (Final documentation to Bond Counsel)
 - iv. Record Drawings
 - v. Access Easement Revisions (Pending)
 - c. Burnt Creek Floodway Weed Control/Maintenance (Jones)
 - i. Agreements
 1. Kalboys Spraying Company.....37-45
 2. Operation and Maintenance46-54
 - ii. Sign Pro Sign - Installation
 - d. Missouri River Correction Center – 2024 Observation Report (levee survey)55-69
 - e. Apple Creek U-Mary Slide – Emergency Action Plan (Smith)
 - i. Impact area mapping.....70-118
 - ii. Slope drainage installation

iii. HMGP Grant Opportunity Memorandum

10. Other Old Business:

- a. Burleigh County CRS (Update – Ongoing)
- b. Years of Service Submittal to NDWRDs
- c. Burleigh County WRD Assessment District Projects (Annual Assessments)
- d. Missouri River Joint Board Update – EAE Meetings
 - i. Joint Powers Agreement.....119-127
- e. Missouri River USACE AOP Meeting
- f. Policy Manual (No Update)
- g. Missouri River 2024 Ice Jam and BFE Advisory (USACE Discussion) – Pending
- h. ND Dot Permit..... 128

11. New Business

- a. US Geological Survey JFA
- b. Joint ND Water Convention and Irrigation Workshop December 10-13, 2024129-135

12. Correspondence or Document Information:

- a. Plats & SWMP's – Not included due to size...Available on request.
 - i. Weise Acres Subdivision
 - ii. RRH and Rath Subdivisions Preliminary Plats
 - iii. Sonnet Heights Subdivision Tenth Replat
 - iv. Proposed Cieslaks Corner Subdivision

13. Approval of Bills (\$65,971.91) 136

14. Detailed Bills137-198

15. Next Meeting: Wednesday, December 10, 2024, 8:00 AM, Tom Baker Room (Date Changed Due to Conflict)

16. Adjourn

Note: Bold Items Require Board Action

BCWRD Meeting Minutes
 October 9, 2024
 Draft - Not Approved Yet

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
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Present: James Landenberger; Randy Binegar; Dennis Reep; Kathleen Jones; Roger Smith; Michael Gunsch, Houston Engineering; Dave Bliss, Bliss Law Firm, and Wendy Egli, Fronteer Professional Services.
Others Present: Dave Robinson and Dave Mayer (Bismarck Parks & Rec), Casey Einrem, ND Hwy Dept

Chairman Landenberger called the meeting to order at 8:00 am. Roll call was taken, and a quorum was declared.

	Discussion	Action Taken	Responsible Party(s)	Due Date
Approval of 09/11/24 and 09/25/24 Minutes		Mgr. Jones motions to approve 09/11/2024 and 09/25/2024 minutes; Mgr. Smith seconds. Motion carried by unanimous voice vote		
Amendments and Approval of Agenda		Mgr. Jones motions to approve agenda, Mgr. Reep seconds. Motion carried by unanimous voice vote.		
Comments from Members of the Pubic	None noted.			
McDowell Dam				
Supplemental Water Supply Easement Acquisition Status	Negotiations have ended. Appraisals are being completed for both properties.			
Updated Water Supply Simulation	Still in process			
Emergency Spillway Bank Stabilization	Survey is completed, work can not completed until spring.			
Emergency Action Plan	Plat has been updated. Michael Gunsch will discuss with Mary Senger on an emergency exercise being completed.			
Dam Inspections	Report is in the packet – no serious issues were found.			
Financial Reports				
Balance Sheet	None noted.	Mgr. Reep motions to approve balance sheet, Mgr. Binegar seconds. Motion carried by unanimous roll call vote.		
Profit & Loss	None Noted	Mgr. Reep motions to approve profit & loss, Mgr. Jones seconds. Motion carried by unanimous roll call vote.		

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
CD Renewals	A list of options was handed out to Managers at start of the meeting.	Mgr. Jones makes a motion to roll over the two CD's coming due in October into the Bravera Deposit Fund. Mr. Smith 2nds. Motion carried by unanimous roll call vote.		
Budget	Budgets were approved at the city commission meeting. No changes were made.			
Drainage Permits/Complaints/ Issues: Open				
	Randy Koch – Information is in the packet. No action needed at this time.			
Drainage Permits/Complaints/ Issues: Closed	Grass Lake – closing document for our files are in the packet.			
Projects				
Sibley Island				
Next Steps	Project Close Out is ongoing			
Public Comments	None			
Hoge Island Stabilization				
Public Hearing/Special Board Meeting	Public Hearing and Special Board Meeting is scheduled for October 28 at 5:30 in the upstairs conference room of the city/county building.			
Bond Sales	This is moving ahead			
Access Easement Revisions	Pending			
Burnt Creek Floodway	Contracts for Kalboys and Low Key Services are being revised			
Weed Control		Mgr. Jones makes a motion two cut the burm monthly or as needed in 2025 pending approval of contract. Mgr. Reep 2nds. Motion carried by unanimous roll call vote.		
Spraying		Mgr. Jones motions that next April or May we spray and monitor both the top of the burm and the downgrade into the creek to try and get the weeds under control on the burm. Mgr. Binegar 2nds. Motion carried by unanimous roll call vote.		
Sign Pro	Signs have been installed, invoice is in with bills.			
Annual Assessments		Mgr. Jones motions to approve annual assessments. Mgr. Smith 2nds. Motion carried by unanimous roll call vote.		

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
MRCC 2024 Observation Report	Per the O&M report, a survey is expected to be completed every 5 years.	Consensus of the board is to approve the completion of a survey.		
Apple Creek/U-Mary Slide	Currently stables, flows are down. County will continue to monitor through the winter			
Impact Area Mapping	Map has been completed but not released. Impact area is rather large. Meeting to be held next week.			
HMGP Grant Opportunity	This grant opportunity will be discussed at next week's meeting.			
Tree Removal	Michael Gunsch will request proposals for tree removal within the creek.			
Other Old Business				
Burleigh County CRS	This is moving forward			
Crystal Lake/Stink Lake Outlet Study	A Grant Request has been submitted, they are working on getting local funding.			
Years of Service Submittal to NDWRDs	Mgr. Reep will begin putting a list of past and current board members together.			
Highway Dept O&M Agreements	None			
Annual Project Inspections	MRCC is done.			
Missouri River Joint Board Update	EAE meetings were held in the western part of the state. Next meeting is in December.			
Policy Manual	No Update			
Missouri River Ice Jam and BFE Advisory	No updates			
New Business	None			
Annual USGS Agreements		Mgr. Reep motions to have chairman sign the agreement. Mgr. Jones 2nds. Motion carried by unanimous roll call vote.		
Missouri River Ice Jam and BFE Advisory	No updates			
Garrison Diversion Project	Jerry Woodcox – the county commission is questioning the value the county receives from this. Michael Gunsch and Mgr. Reep along with David Bliss will work on a reply.			
Temporary Water Permits	Included for information only			
Plats & SWMPS	Available upon request			

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
Approval of Bills	Bills were presented totaling \$79,414.22	Mgr. Jones motions to approve payment of bills, Mgr. Reep seconds. Motion carried by unanimous roll call vote.		
Next Meeting	<p>The next regularly scheduled meeting date is Wednesday, November 13, 2024, at 8:00 AM in the Tom Baker Room.</p> <p>Public Hearing and Special Board Meeting scheduled for October 28th at 5:30 PM in the upper level conference room of the City/County building.</p>			

With no further business the meeting adjourned at 9:26 a.m.

Wendy Egli, BCWRD Admin. Secretary

BCWRD Meeting Minutes
 October 28, 2024 Special Meeting
 Draft - Not Approved Yet

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
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Present: James Landenberger; Randy Binegar; Dennis Reep; Kathleen Jones; Roger Smith; Michael Gunsch, Houston Engineering; Dave Bliss, Bliss Law Firm, and Wendy Egli, Fronteer Professional Services.
Others Present: Richard Beierle, Homeowner

Chairman Landenberger called the meeting to order at 5:02 pm. Roll call was taken, and a quorum was declared.

Agenda Items	Discussion	Action Taken	Responsible Party(s)	Due Date
Amendments and Approval of Agenda		Mgr. Jones motions to approve agenda, Mgr. Binegar seconds. Motion carried by unanimous voice vote.		
Apple Creek U-Mary Slide – Tree Removal	Two Quotes were received. One from Weisz (\$15,000) and one from DL Barkie (\$13,000). The quote from DL Barkie was received the morning of the meeting. The Burleigh County Hwy Dept was on site with a dive team already, so decided to have Weisz go ahead and do the removal today while they were on site. BCHD indicated they would pay the additional \$2,000 due to the District not having the chance to review the quotes.	Mgr. Jones motions to approve payment to Weisz and Sons for the \$13,000 and allow the BCHD to cover the remaining amount. Second by Mgr. Smith. Motion approved by unanimous roll call vote.		
Apple Creek U-Mary Slide Grant Application Update	Michael Gunsch is drafting a memo for the options available and will be present at November’s meeting.			
Public Hearing		Motion to recess and move into public meeting made by Mgr. Jones. Second by Mgr. Reep. Motion passed by voice vote. 5:30pm		
		Motion to move back into special board meeting made by Mgr. Jones at 5:53pm. Second by Mgr. Binegar. Motion passed by voice vote.		
Hogue Island Bank Stabilization		Motion to direct Houston to research the protest raised by Mr. Beierle regarding lot 2 of the assessment district made by Mgr. Binegar and seconded by Mgr. Jones. Motion passed by voice vote.		
	Due to the protest made by Mr. Beierle, meeting is adjourned and a second special meeting is scheduled Wednesday, October 30 th , 2024 at 8:00 am via Microsoft Teams.			
Next Meeting	The next regularly scheduled meeting date is Wednesday, November 13, 2024, at 8:00 AM in the Tom Baker Room.			

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
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With no further business the meeting adjourned at 6:02 p.m.

Wendy Egli, BCWRD Admin. Secretary

BCWRD Meeting Minutes
 October 30, 2024 Virtual Only Special Meeting
 Draft - Not Approved Yet

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
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Present: James Landenberger; Randy Binegar; Dennis Reep; Kathleen Jones; Roger Smith; Michael Gunsch, Houston Engineering; Dave Bliss, Bliss Law Firm, and Wendy Egli, Fronteer Professional Services.
Others Present:
 Chairman Landenberger called the meeting to order at 8:02 am. Roll call was taken, and a quorum was declared.

Agenda Items	Discussion	Action Taken	Responsible Party(s)	Due Date
Amendments and Approval of Agenda		Mgr. Jones motions to approve agenda, Mgr. Binegar seconds. Motion carried by unanimous voice vote.		
Consider protest of Richard Beierle	<p>Memo is in the packet of Houston’s findings. Based on the information provided by Houston Engineering, Houston stands by their assessment amount as the rock placed is determined to be a benefit to his property.</p> <p>Consensus is for David Bliss to draft a letter to Mr. Beierle formally denying his appeal and outlining his options to appeal.</p> <p>Consensus also to have Houston Engineering prepare as built drawing and provide them to the state.</p>	Mgr. Binegar motions to deny Mr. Beierle’s protest for lot 2. Mgr. Jones seconds. Motion is carried by unanimous roll call vote.		
Certification of Assessments	Date of letter needs to be changed to October 30 th .	Mgr. Reep motions to approve and send the assessments to the auditor as amended. Second by Mgr. Jones. Motion approved by unanimous roll call vote.		
Recommendation to proceed on bond sale		Mgr. Jones motions to Proceed on Bond Sale. Mgr. Smith seconds. Motion approved by unanimous roll call vote.		
Next Meeting	The next regularly scheduled meeting date is Wednesday, November 13, 2024, at 8:00 AM in the Tom Baker Room.			

With no further business the meeting adjourned at 8:43 a.m.

Wendy Egli, BCWRD Admin. Secretary

Burleigh County Water Resource District (BCWRD)

Balance Sheet

11/11/24

As of October 31, 2024

Accrual Basis

	Oct 31, 24
ASSETS	
Current Assets	
Checking/Savings	
Bravera Bank Center Checking	
General Funds	589,513.84
O & M Funds	
Brookfield O&M	536.70
Burnt Creek O&M	83,074.09
Country Creek 3rd O&M	3,255.18
Fox Island O&M	25,468.46
Total O & M Funds	112,334.43
Special Assessment Districts	
Apple Valley Special Assessment	3,706.94
Fox Island Special Assessment	119,863.42
MRCC Special Assessment	8,951.96
Total Special Assessment Districts	132,522.32
Total Bravera Bank Center Checking	834,370.59
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	-999,196.39
Total Designated Reserve Funds	700,373.22
Total Checking/Savings	1,534,743.81
Other Current Assets	
10980 · Bravera Wealth Fund	1,027,567.52
10999 · Bravera CDs - Short Term	1,303,784.60
11000 · Intergovernmental Receivable	9,776.85
11010 · Taxes Receivable	249.88
Total Other Current Assets	2,341,378.85
Total Current Assets	3,876,122.66
Fixed Assets	
15005 · Land	112,481.50
15010 · Infrastructure	6,679,992.53
15015 · Land Improvements	1,822,773.62
15020 · Buildings	202,450.43
15025 · Office Furniture & Equipment	197,082.58
15051 · Acc Depr - Infrastructure	-724,824.06
15052 · Acc Depr - Land Improvements	-1,163,803.33
15053 · Acc Depr - Building	-155,251.38
15054 · Acc Depr - Office Furn & Equip	-140,880.42
Total Fixed Assets	6,830,021.47
TOTAL ASSETS	10,706,144.13
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	

Burleigh County Water Resource District (BCWRD)

Balance Sheet

11/11/24

As of October 31, 2024

Accrual Basis

	Oct 31, 24
Accounts Payable	
20000 · Accounts Payable	65,171.91
Total Accounts Payable	65,171.91
Other Current Liabilities	
24001 · Accrued Payroll Taxes	1,077.22
Total Other Current Liabilities	1,077.22
Total Current Liabilities	66,249.13
Long Term Liabilities	
23200 · Rehab Apple Valley Waste Water	120,000.00
237 · Burnt Creek Floodway	230,000.00
23800 · Missouri River Correctional Cen	235,000.00
23900 · Fox Island Improvement	1,145,000.00
25000 · Bond Discount	-26,477.50
Total Long Term Liabilities	1,703,522.50
Total Liabilities	1,769,771.63
Equity	
32000 · Retained Earnings	8,191,235.20
Net Income	745,137.30
Total Equity	8,936,372.50
TOTAL LIABILITIES & EQUITY	10,706,144.13

Burleigh County Water Resource District (BCWRD)
Profit & Loss by Class
January through October 2024

	TOTAL	- General	Apple Valley	Brookfield Est.	Burnt Creek Floodway	Country Ridge/Creek	Fox Island	Hoge Island	McDowell Dam	Missouri River Gen.	MRCC	Sibley Island	TOTAL
Income													
31110 · Real Estate Tax	920,243.76	920,243.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	920,243.76
31810 · In Lieu of Tax	509.42	509.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	509.42
33620 · Homestead Credit	12,132.89	12,132.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,132.89
36110 · Interest	31,543.87	31,543.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31,543.87
36210 · McDowell Dam Recreation Income	28,873.52	17,393.32	0.00	0.00	0.00	0.00	0.00	0.00	11,480.20	0.00	0.00	0.00	28,873.52
36215 · McDowell Dam Land Lease	8,461.00	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	6,961.00	0.00	0.00	0.00	8,461.00
43610 · State Aid Distribution	51,324.80	51,324.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51,324.80
43810 · Reimbursements	363,838.09	0.00	16,161.07	3,127.87	39,229.12	3,033.61	106,923.04	133,586.76	6,661.60	0.00	26,693.29	28,421.73	363,838.09
Total Income	1,416,927.35	1,034,648.06	16,161.07	3,127.87	39,229.12	3,033.61	106,923.04	133,586.76	25,102.80	0.00	26,693.29	28,421.73	1,416,927.35
Gross Profit	1,416,927.35	1,034,648.06	16,161.07	3,127.87	39,229.12	3,033.61	106,923.04	133,586.76	25,102.80	0.00	26,693.29	28,421.73	1,416,927.35
Expense													
111 · Payroll Expenses													
111A · Wages/Stipends	28,969.33	28,969.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,969.33
111B · Payroll Taxes	2,225.12	2,225.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,225.12
111C · Workforce Safety & Insurance	250.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00
111D · Payroll Processing Fees	300.00	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00
111 · Payroll Expenses - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 111 · Payroll Expenses	31,744.45	31,744.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31,744.45
113 · Accounting & Contract Services	21,990.00	21,990.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,990.00
114 · Audit	8,565.32	8,565.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,565.32
312 · Legal Fees	14,651.20	14,651.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,651.20
315 · Engineering Administration	18,807.50	18,807.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,807.50
328 · Liability Insurance	7,662.00	7,662.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,662.00
341 · Travel	265.32	265.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	265.32
376 · Dues & Publications	2,750.00	2,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,750.00
411 · Office Expense	2,288.73	2,288.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,288.73
50913 · Interest Expense	32,180.00	0.00	3,250.00	0.00	6,700.00	0.00	16,042.50	0.00	0.00	0.00	6,187.50	0.00	32,180.00
904 · McDowell Dam	222,009.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	222,009.57	0.00	0.00	0.00	222,009.57
905 · McDowell Dam-Capital Improvemen													
905-A · Fresh Water Intake	37,670.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,670.90	0.00	0.00	0.00	37,670.90
905 · McDowell Dam-Capital Improvemen - Other	28,063.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,063.01	0.00	0.00	0.00	28,063.01
Total 905 · McDowell Dam-Capital Improvemen	65,733.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65,733.91	0.00	0.00	0.00	65,733.91
910 · Projects													
Administration	3,570.00	0.00	650.00	0.00	1,095.00	0.00	730.00	0.00	0.00	0.00	1,095.00	0.00	3,570.00
Legal Fees	18,941.40	0.00	0.00	0.00	3,243.60	0.00	0.00	4,406.40	3,304.80	0.00	0.00	7,986.60	18,941.40
Total 910 · Projects	22,511.40	0.00	650.00	0.00	4,338.60	0.00	730.00	4,406.40	3,304.80	0.00	1,095.00	7,986.60	22,511.40
920 · Continuing Education	448.48	448.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	448.48
933 · Missouri River General Services	17,188.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,188.52	0.00	0.00	17,188.52
934 · Missouri River Bank Stabilizati	5,137.25	0.00	0.00	0.00	0.00	0.00	0.00	5,137.25	0.00	0.00	0.00	0.00	5,137.25
937 · Design/Special Assessment	122,523.32	0.00	0.00	0.00	0.00	0.00	0.00	26,376.26	0.00	0.00	5,405.65	90,741.41	122,523.32
940 · Operations & Maintenances	32,200.15	21,093.75	0.00	0.00	9,916.40	0.00	1,190.00	0.00	0.00	0.00	0.00	0.00	32,200.15
941 · Stream Gages	6,090.00	6,090.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,090.00
960 · Drainage Complaints	26,288.35	26,288.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26,288.35
970 · Storm Water Management Plans	10,754.58	10,754.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,754.58
Total Expense	671,790.05	173,399.68	3,900.00	0.00	20,955.00	0.00	17,962.50	35,919.91	291,048.28	17,188.52	12,688.15	98,728.01	671,790.05
Net Income	745,137.30	861,248.38	12,261.07	3,127.87	18,274.12	3,033.61	88,960.54	97,666.85	-265,945.48	-17,188.52	14,005.14	-70,306.28	745,137.30

Burleigh County Water Resource District (BCWRD)

11/11/24

Profit & Loss Budget vs. Actual

Accrual Basis

January through October 2024

	Jan - Oct 24	Budget	\$ Over Budget	% of Budget
Income				
31110 · Real Estate Tax	920,243.76	1,014,000.00	-93,756.24	90.8%
31810 · In Lieu of Tax	509.42	500.00	9.42	101.9%
33620 · Homestead Credit	12,132.89	5,000.00	7,132.89	242.7%
36110 · Interest	31,543.87	300.00	31,243.87	10,514.6%
36210 · McDowell Dam Recreation Income	28,873.52	30,000.00	-1,126.48	96.2%
36215 · McDowell Dam Land Lease	8,461.00	3,000.00	5,461.00	282.0%
43610 · State Aid Distribution	51,324.80	40,000.00	11,324.80	128.3%
43810 · Reimbursements	363,838.09			
46910 · Misc Revenue	0.00	500.00	-500.00	0.0%
Total Income	1,416,927.35	1,093,300.00	323,627.35	129.6%
Gross Profit	1,416,927.35	1,093,300.00	323,627.35	129.6%
Expense				
111 · Payroll Expenses				
111A · Wages/Stipends	28,969.33			
111B · Payroll Taxes	2,225.12	3,500.00	-1,274.88	63.6%
111C · Workforce Safety & Insurance	250.00			
111D · Payroll Processing Fees	300.00			
111 · Payroll Expenses - Other	0.00	35,000.00	-35,000.00	0.0%
Total 111 · Payroll Expenses	31,744.45	38,500.00	-6,755.55	82.5%
113 · Accounting & Contract Services	21,990.00	32,000.00	-10,010.00	68.7%
114 · Audit	8,565.32	18,000.00	-9,434.68	47.6%
312 · Legal Fees	14,651.20	24,000.00	-9,348.80	61.0%
315 · Engineering Administration	18,807.50	24,000.00	-5,192.50	78.4%
328 · Liability Insurance	7,662.00	5,000.00	2,662.00	153.2%
335 · Building Rent	0.00	0.00	0.00	0.0%
341 · Travel	265.32	2,000.00	-1,734.68	13.3%
376 · Dues & Publications	2,750.00	5,000.00	-2,250.00	55.0%
411 · Office Expense	2,288.73	3,000.00	-711.27	76.3%
50913 · Interest Expense	32,180.00			
904 · McDowell Dam	222,009.57	327,500.00	-105,490.43	67.8%
905 · McDowell Dam-Capital Improvemen				
905-A · Fresh Water Intake	37,670.90	100,000.00	-62,329.10	37.7%
905 · McDowell Dam-Capital Improvemen - Other	28,063.01	150,000.00	-121,936.99	18.7%
Total 905 · McDowell Dam-Capital Improvemen	65,733.91	250,000.00	-184,266.09	26.3%
910 · Projects				
Administration	3,570.00			
Legal Fees	18,941.40			
910 · Projects - Other	0.00	98,300.00	-98,300.00	0.0%
Total 910 · Projects	22,511.40	98,300.00	-75,788.60	22.9%
911 · Misc	0.00	2,500.00	-2,500.00	0.0%
920 · Continuing Education	448.48	2,500.00	-2,051.52	17.9%
933 · Missouri River General Services	17,188.52	15,000.00	2,188.52	114.6%
934 · Missouri River Bank Stabilizati	5,137.25			
937 · Design/Special Assessment	122,523.32	200,000.00	-77,476.68	61.3%
940 · Operations & Maintenances	32,200.15	20,000.00	12,200.15	161.0%
941 · Stream Gages	6,090.00	6,000.00	90.00	101.5%
960 · Drainage Complaints	26,288.35	20,000.00	6,288.35	131.4%
970 · Storm Water Management Plans	10,754.58			
Total Expense	671,790.05	1,093,300.00	-421,509.95	61.4%
Net Income	745,137.30	0.00	745,137.30	100.0%

Proposal

Proposal Date: 10/15/2024

Proposal #: 2223696

Project:

Prepared For:

Burleigh County Water Resource Board
PO Box 1255
Bismarck, ND 58502

Description	Qty	Rate	Total
BCWRD.ORG Website Upgrade Upgrade website to new responsive design - update design to mobile friendly layout - update page content and styles - create webforms as needed to simplify managing content where applicable - enable/upgrade Google Analytics - Scan and update website content for accessibility compliance	20	105.00	2,100.00
We look forward to working with you!		Total	\$2,100.00



BRAVERA

October 29, 2024

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 October 23, 2024 the pledge of securities to Burleigh County Water Resource District was approved.

The approval of the pledged securities will be reflected in the October 23, 2024 minutes of the Board of Directors. The following information was reviewed as of September 30, 2024.

Deposits	\$3,857,136
Required Pledges	\$3,967,849
Par Value Pledged	\$5,085,000
Market Value as of September	\$4,794,842

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

Randy Koch - Drainage Complaint Evaluation and Findings

To: James Landenberger, Chairman
From: Michael H. Gunsch, PE, CFM, Senior Project Manager
Subject: Drainage Compliant - Watershed Change due to urbanization
Date: October 3, 2024
Project: HEI No. 6025-0018 – Koch/Metro Industrial Park

INTRODUCTION

Randy Koch registered a complaint with the BCWRD back in 2013 regarding increased runoff associated with the development of the Metro Industrial Park onto his property, see **Exhibit A – Location Map** and **Exhibit B – Ownership Parcel**. The complaint was forwarded to the City of Bismarck, as the properties were located within the City’s Extra Territorial Area (ETA). The City took no action on the complaint, under its stormwater management authorities, and referred the matter to the Burleigh County Highway Department (BCHD). The BCHD then evaluated the situation and attempted to develop a solution acceptable to Mr. Koch, who was represented by a professional engineer from Ulteig Engineers. They were unable to come to an agreement or resolution, the process stalled and nothing more occurred.

In 2022 Mr. Koch again raised the issue with the BCHD seeking a potential solution, however the jurisdictional authority to address this issue by the City and County continued to be at an impasse. The BCHD and BCWRD then met with Mr. Koch on July 26, 2024, and they agreed to revisit the situation.

The nature of this complaint stems from commercial and industrial development occurring upstream from a large shallow depressional area located on the Koch property, see **Exhibit A**. This urban development has dramatically increased the runoff generated by the watershed and subsequently has flooded a portion of the Koch property. Subsequently, there are damages associated with the inability to crop or hay due to standing waters and wet soils. Over the past decade, the impact area has expanded, with losses continuing to occur and the depressional area has started to take on more wetland characteristics. This site is identified in the National Wetland Inventory as a wetland, however, there has been no delineation or determination made, see **Exhibit C – NWI Mapping**.

The Metro Industrial Park Plat was approved in August 1982, long before any subdivision level Stormwater Management Plan (SWMP) requirements were in place. Individual site SMMP’s have been completed since these requirements were put in place, however these are flow-based impact evaluations and not volume. Development over the years has been continuous though not at a rapid pace. Google aerial imagery that was reviewed, though not provide here, clearly indicates the changes in status of the depression from agricultural uses to standing water and wet conditions.

While this topographical depression is a natural feature, additional runoff from urbanization within the watershed is having a direct impact on the Koch parcel. The projected overflow elevation from this depression appears to be located north of the Koch residence (**Exhibit A**), and should the waters rise that high the residence is likely to be affected.

EVALUATION

Subsequently, collaborating with the BCHD, the BCWRD directed this evaluation to review the opportunity to redirect a portion of the urbanized watershed west along the north side of 48th Avenue, then south along Sibley Drive toward Apple Creek, see **Exhibit D – Diversion System**. This is a similar approach to earlier discussions with Mr. Koch and his engineer that were not agreed to or implemented.

The contributing watershed to the depressional area is approximately 61.3 acres with a composite CN value of 73.6 compared to an undeveloped CN value of 61 (B-soils good condition) see **Exhibit E - Watershed**. Based on discussions it was determined that by using a storm sewer (culvert) option that two of the urbanized watersheds, north and south of Skylark Ave, totaling ~15.79 acres could be diverted, see **Exhibit D**, from the flooded area. Additionally, the depressional area could be drained into this system given the flat topography to improve the local drainage and accommodate the other increases in urban runoff, though this needs to be verified with final design.

This storm sewer diversion would reduce contributing area and remove a portion of the watershed with a higher impervious than the average with the drainage area. **Table One** summarizes the results based on the project as described but does not return the site to pre-developed runoff conditions. It also assumes only the removal of those waters from the urbanized watershed and not the flooded depression. The percentages are a percent INCREASE, therefore it's the amount over the base or pre-development condition. The results are a bit abstract on the 2-year event, given the increased runoff from the remaining undiverted urbanized area, though on the higher events it's a reasonable way to define the benefits. Essentially you are getting X% more runoff volume than you would if the watershed was still in agricultural production or pasture.

Table One						
Metro Industrial Park Runoff Summary						
Return Interval	Predeveloped Runoff Volume (ac-ft)	Full Contributing Area Developed Runoff Volume (ac-ft)	Re-Routed Area Runoff Volume (ac-ft)	Net Developed Runoff Volume (ac-ft)	Increase In Runoff without Re-Routing	Increase In Runoff With Re-Routing
2-year	0.29	1.52	0.67	0.85	424%	193%
5-year	1.06	3.13	1.21	1.93	195%	81%
10-year	2.02	4.79	1.72	3.06	137%	51%
25-year	3.84	7.56	2.56	5.01	97%	30%
50-year	5.69	10.15	3.30	6.84	78%	20%
100-year	7.90	13.08	4.14	8.94	66%	13%

The proposed storm sewer could be a 24” pipe set at about 0.21% slope, with the pipe size evaluated with final design modeling, based on the ability to capture and remove a design event. The BCHD priced the system, see OPC section below using an 18” storm sewer. Understanding the depressional area represents storm water detention it would be used to regulate peak flows and limit downstream discharges into the roadway ROW and to Apple Creek. This installation should provide an effective inlet height at Skylark to allow a reasonable pipe and ditch gradient toward Sibley. Also, the 24” pipe would provide the desired 3-fps cleansing velocity, the 18” was not evaluated for velocity. There were no flow rate calculations completed, so the street inlets and collection manhole would act as a slow drain from the depressional area, if they become overwhelmed.

OPINION OF PROBABLE COSTS

The BCHD worked on a preliminary layout and arrived at potential costs for the proposed drainage system as noted below. The price of HDPE for the last year has had a big swing in cost, so the cost has a range in cost to consider. Please see the breakdown below:

1. 30" RCP (use on end as MH – 4 LF) with a beehive grate: $4 \text{ LF} * \$400/\text{LF} + \$500 = \underline{\$2,100.00}$
2. 18" HDPE (North – South run): $332 \text{ LF} * \$125/\text{LF} = \underline{\$41,500.00}$ (high) or $332 \text{ LF} * \$68.00/\text{LF} = \underline{\$22,576.00}$ (low)
3. 48" MH – 1 EA * $\$5,000/\text{EA} = \underline{\$5,000.00}$
4. 18" HDPE (East – West run): $916 \text{ LF} * \$125/\text{LF} = \underline{\$114,500.00}$ (high) or $916 \text{ LF} * \$68.00/\text{LF} = \underline{\$62,288.00}$ (low)
5. 18" CMP FES: $1 \text{ EA} * \$355/\text{EA} = \underline{\$355.00}$

Total High = \$163,455.00 or Total Low = \$92,319.00

The prices provided are from the NDDOT average bids for 2024.

FUNDING OPTIONS

While the adverse increased runoff impacts are caused by urbanization, and recourse against the developer or owners is likely only a civil matter, there are few methods to pay for the proposed drainage improvements.

First, is for the landowner to pay for the improvements, however that appears fundamentally unfair as the situation was created by others – principally urban development (commercial/industrial).

Second, the City of Bismarck does not have authority to create a municipal storm sewer project or to expend resources outside the ETA. In addition, their stormwater ordinances do not regulate the additional runoff generated by such development, therefore while stormwater management plans were required for these properties only the flows were considered. The BCHD has taken a recent position that new development on these lots should not occur without consideration of a balanced volume approach.

Third, the BCWRD can create projects of this nature along with the associated Special Assessment District to assign cost, however they require a vote of the benefited parties. If the subdivision properties were tapped to be assessed for these costs the likelihood of a positive vote on this project is slim, as they currently have drainage and would deem the project unnecessary. Subsequently, this is not likely a viable alternative.

Fourth, utilizing public monies (BCHD or BCWRD funds) to resolve this issue is possible, however the precedence of paying for impacts created by others (i.e., development or private businesses) is something to consider and is generally avoided. There is no recovery of these funds once expended.

It is anticipated that additional discussions on this topic will occur after the completion of this memorandum.

Exhibit A - Location Map



KLCH DRAINAGE COMPLAINT

Scale: AS SHOWN	Drawn By: JA	Checked By: MG	Project No. XXXX-XXX	Date: 11/11/2013
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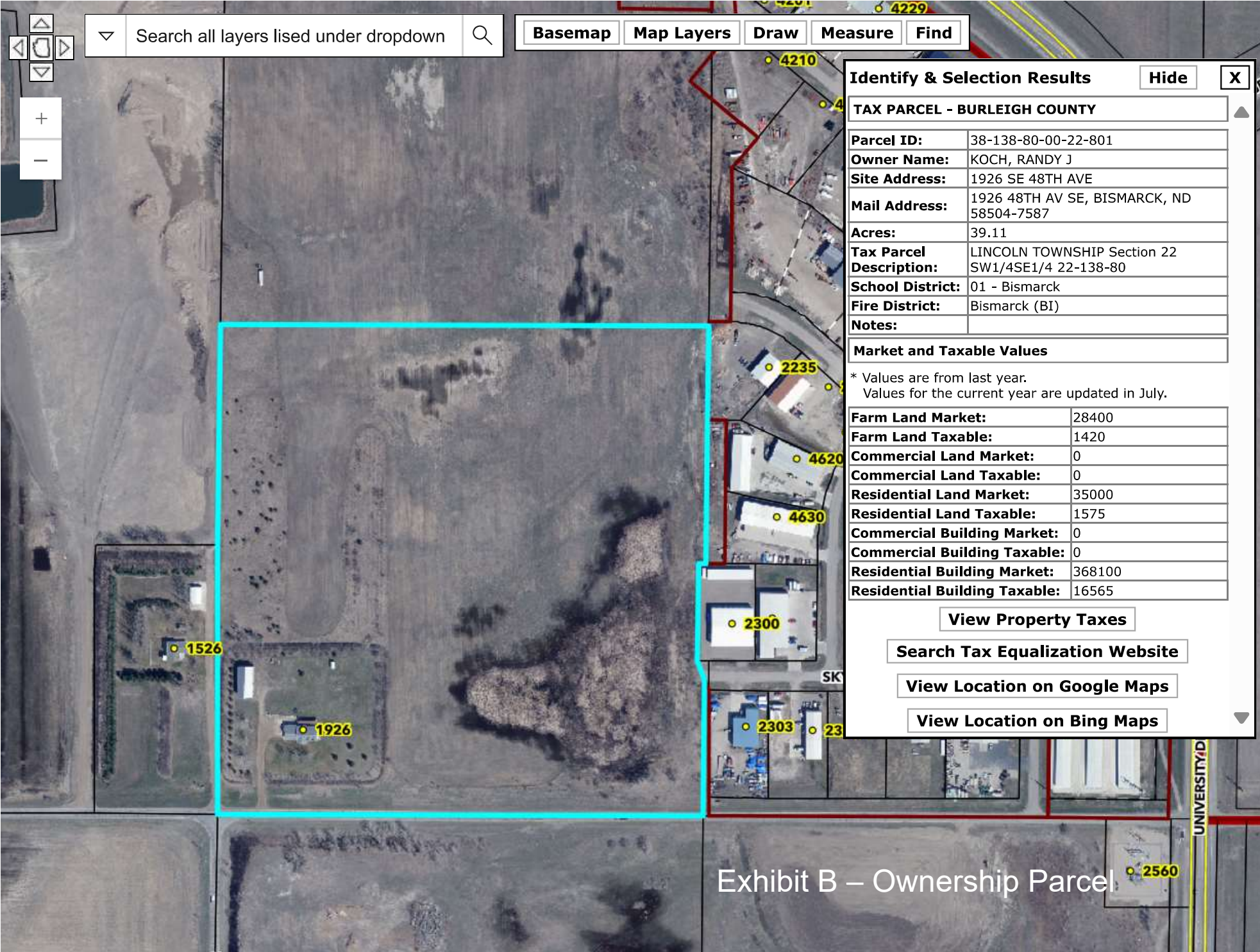
Houston Engineering Inc.

Bismarck

P: 701.323.0200
F: 701.323.0300

Horizontal Datum: NAD 83 State Plane
ND South, Int. Ft.

Vertical Datum: NAVD 88



Search all layers listed under dropdown

Basemap Map Layers Draw Measure Find

Identify & Selection Results Hide X

TAX PARCEL - BURLEIGH COUNTY

Parcel ID:	38-138-80-00-22-801
Owner Name:	KOCH, RANDY J
Site Address:	1926 SE 48TH AVE
Mail Address:	1926 48TH AV SE, BISMARCK, ND 58504-7587
Acres:	39.11
Tax Parcel Description:	LINCOLN TOWNSHIP Section 22 SW1/4SE1/4 22-138-80
School District:	01 - Bismarck
Fire District:	Bismarck (BI)
Notes:	

Market and Taxable Values

* Values are from last year.
Values for the current year are updated in July.

Farm Land Market:	28400
Farm Land Taxable:	1420
Commercial Land Market:	0
Commercial Land Taxable:	0
Residential Land Market:	35000
Residential Land Taxable:	1575
Commercial Building Market:	0
Commercial Building Taxable:	0
Residential Building Market:	368100
Residential Building Taxable:	16565

- [View Property Taxes](#)
- [Search Tax Equalization Website](#)
- [View Location on Google Maps](#)
- [View Location on Bing Maps](#)

Exhibit B – Ownership Parcel



Exhibit C - NWI

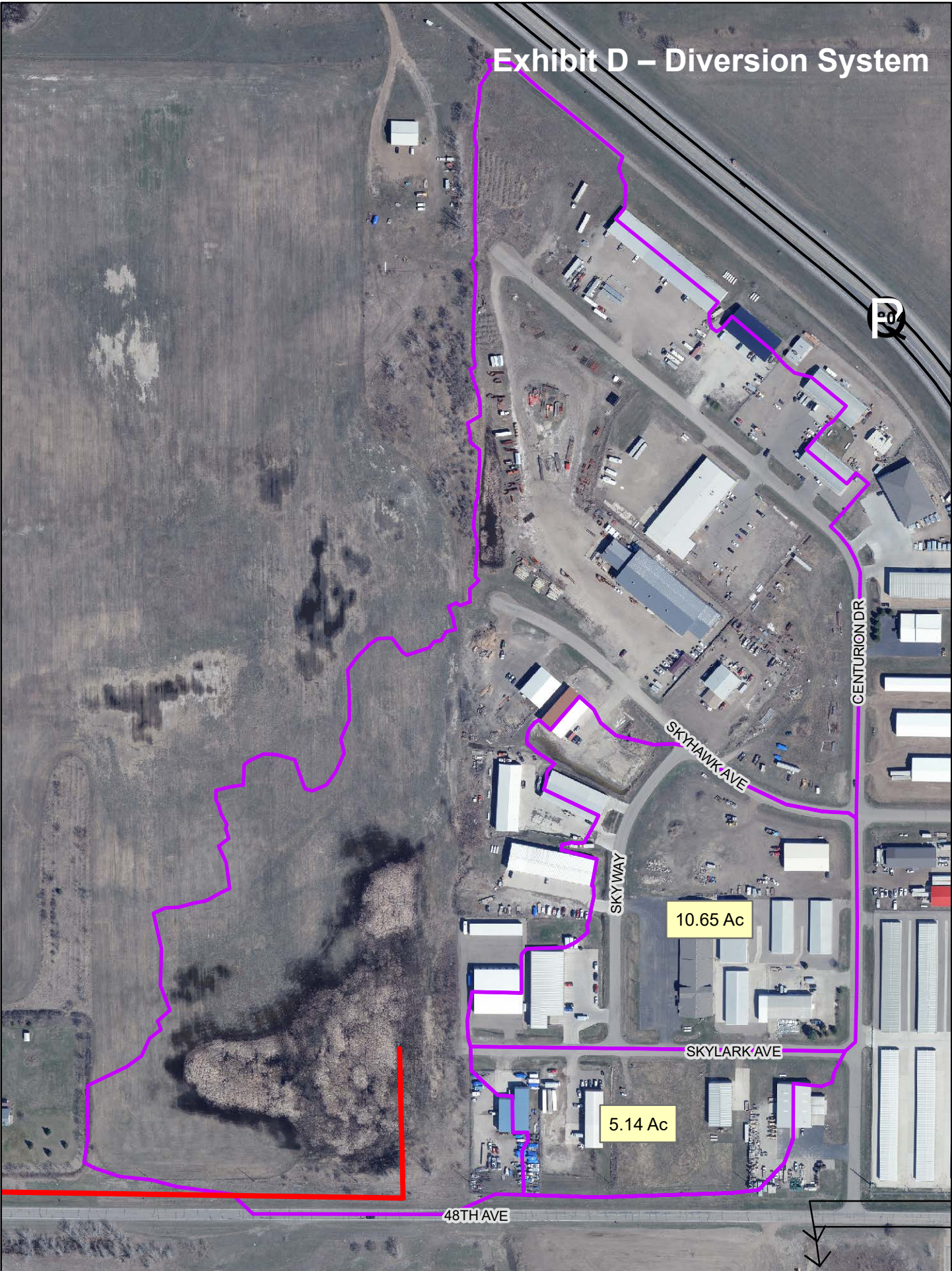
October 2, 2024

Wetlands

- | | | |
|--|---|--|
|  Estuarine and Marine Deepwater |  Freshwater Emergent Wetland |  Lake |
|  Estuarine and Marine Wetland |  Freshwater Forested/Shrub Wetland |  Other |
| |  Freshwater Pond |  Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Exhibit D – Diversion System

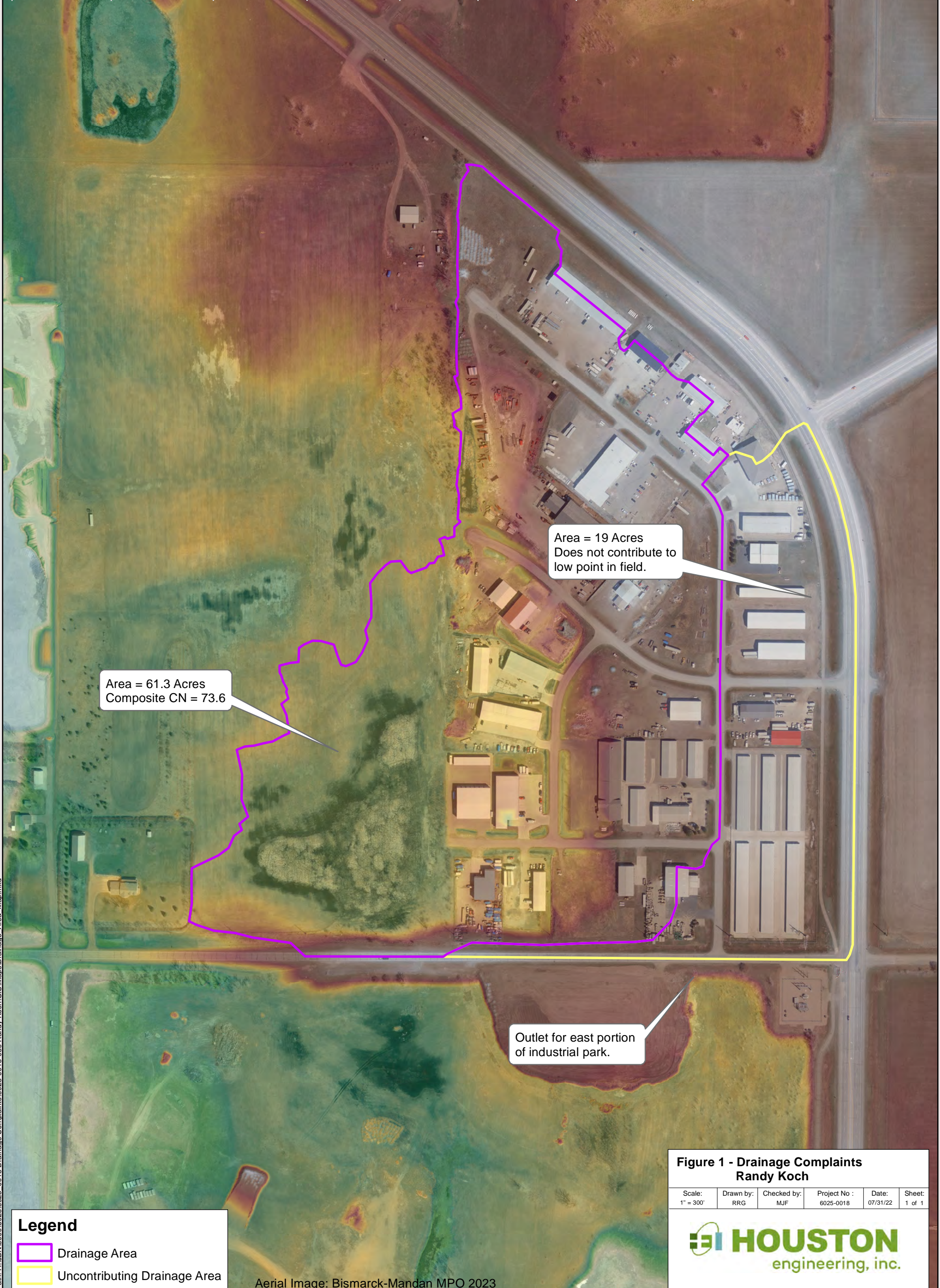


Return Interval	Atlas 14 Rainfall	Developed Condition		Pre-Developed Condition		Change In Runoff
	(in)	Runoff (in)	Volume (ac-ft)	Runoff (in)	Volume (ac-ft)	
2-year	1.91	0.30	1.52	0.06	0.29	524%
5-year	2.54	0.61	3.13	0.21	1.06	295%
10-year	3.08	0.94	4.79	0.40	2.02	237%
25-year	3.88	1.48	7.56	0.75	3.84	197%
50-year	4.56	1.99	10.15	1.11	5.69	178%
100-year	5.29	2.56	13.08	1.55	7.90	166%

Total Contributing Area = 61.31 Acres



Exhibit E - Watershed



Area = 61.3 Acres
Composite CN = 73.6

Area = 19 Acres
Does not contribute to low point in field.

Outlet for east portion of industrial park.

Legend

- Drainage Area
- Uncontributing Drainage Area

**Figure 1 - Drainage Complaints
Randy Koch**

Scale: 1" = 300'	Drawn by: RRG	Checked by: MJF	Project No : 6025-0018	Date: 07/31/22	Sheet: 1 of 1
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HOUSTON
engineering, inc.

Path: H:\B\N\6000\6025\6025_0018_Drainage Complaints\6025-0018-039_Randy Koch\GIS\Maps\Drainage Area_Map.mxd

BCWRD Meeting Minutes
 October 28, 2024 Public Hearing
 Draft - Not Approved Yet

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
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Present: James Landenberger; Randy Binegar; Dennis Reep; Kathleen Jones; Roger Smith; Michael Gunsch, Houston Engineering; Dave Bliss, Bliss Law Firm, and Wendy Egli, Fronteer Professional Services.
Others Present: Richard Beierle, Homeowner

Chairman Landenberger called the meeting to order at 5:31 pm.

	Discussion	Action Taken	Responsible Party(s)	Due Date
Hogue Island Bank Stabilization – Special Assessment District	This public hearing is for any individual landowner who has questions or protests on their assessments.			
	Mr. Richard Beierle is in attendance and is protesting his assessment on lot 2 of the assessment district. He is questioning why he is paying for 60 tons of rock that was not placed on his property. Michael Gunsch will have to research the background and give a detailed answer.			
		Motion to return to special board meeting made by Mgr. Jones at 5:53 pm and seconded by Mgr. Binegar. Motion passed by voice vote.		

With no further business the meeting adjourned and moved back into the special board meeting at 5:53 p.m.

Wendy Egli, BCWRD Admin. Secretary

Hogue Island Bank Stabilization Project Special Assessment District - Public Hearing Oct 28, 2024

To: James Landenberger, Chairman
Burleigh County Water Resource District
From: Michael H. Gunsch, PE, CFM, Senior Project Manager
Subject: Beierle Protest Consideration
Date: October 29, 2024
Project: HEI No. 6025-0032

Richard Beierle appeared at the Public Hearing on October 28th to protest his assessment based on the consideration that no rock was placed on his property. He noted his willingness to pay the shared engineering expenses, and as I recall his comment correctly for rock that was placed to benefit his property. This memorandum outlines changes occurring from the original design to final construction as it relates to his lot (Lot 2). This includes a synopsis of the negotiations and determinations made relative to the project as they related to Lot 2 and the special assessment amount as determined.

The project assessments were generally based on materials placed immediately on or to directly protect individual properties. The materials placed on each parcel were tracked for assessment purposes. In some instances, the quantities increased per the parcel owner's request or decreased as conditions warranted. These were documented so that the individual properties were appropriately assessed for the changes in placed quantity.

Travis Johnson, visited with Mr. Beierle, early on to discuss the originally proposed rock placement on his property. There were significant changes from the 60% design, which included a full rehabilitation of his bankline, to final design as noted later. As part of the negotiations, the amount of rock proposed in the original plans for Lot 2 was significantly reduced based on Mr. Beierle's request. His principal reasoning was that the additional rock on Lot 2 was unnecessary. In addition, the placement of these materials could potentially create undesirable damages to the lot and impact the existing landscaping. While the property would benefit from the placement of rehabilitation materials, the risks were lower than other properties within the project area. He was willing to accept the risk of not placing these materials, and this rehabilitation was removed prior to the creation of the assessment district. Though there was a need to tie his bankline revetment south into Lot 3.

The following are the projected cost for lot 2, based on the reference dates:

5/1/2023	\$57,870.23 - Original Project OPC
7/31/23	\$ 8,553.35 - Voted Amount (Revisions) Mr. Beierle voted in opposition
10/29/24	\$ 6,867.37 - Assessment Amount (reduced by 20% with onsite revisions)

Mr. Beierle is correct in that there was no rock placement on his property, principally along the river connection between Lot 2 and Lot 3. The assessment consideration accounted for actions taken a rock placed to protect Lot 2, which protected an several existing trees and the property line. This included accounting for materials placed immediately to the south of the tree, which was originally intended to be removed and graded for new materials.

The westerly tree appears located directly on the property line and Mr. Beierle placed materials south of this point to protect his parcel prior to project construction. See emails related to his placement of the materials during the emergency action period (4/22/2023) and his acknowledgement on (6/18/2023) related to the cost of materials that would be charged to him. Note that 63 tons of material planned for this location was *“in addition to”* what had already placed, so his assumption of only 30 additional tons at his cost is not accurate. The final installation was documented as 63 tons, again the materials were placed as measured. Travis Johnson confirmed that Mr. Beierle agreed to have his allocation of rock in the assessment utilized in this location prior to its placement. Exhibit A illustrates the location of these materials relative to the project and a photograph of the placement.

Had the tree(s) been removed and the bank sloped back it could have resulted in rock placement across the line into Lot 2. Instead, the rock was used as fill to create a stable slope south into the deep scour hole in river, which required additional materials. Again Mr. Beierle acknowledged the placement of these materials as a cost allocated to him. These materials were placed with the direct benefit to Lot 2 and subsequently they were assigned to the assessment on this lot. His email is accurate in that no topsoil or seeding was assigned to his parcel. The net result of the project assessment to Lot 2 is a reduction of ~20% from the voted assessment.

A primary consideration in a special assessment is the apportionment cost to be benefits to the property. It was noted during project development that only one of these lots had been permitted either under the Sovereign Lands regulations or by the US Army Corps of Engineers. Subsequently, the private maintenance of this stabilization over the years was completed without permits or authorization. Therefore, the original bank stabilization installation was in direct violation of those regulations and in noncompliance. Based on the access easement held by the Burleigh County Water Resource District such work also requires their approval to conduct maintenance activities within their easement and more importantly on or adjacent to the Section 32 revetments. There is also a requirement for a floodplain development permit, which was likely was obtained during the residential construction, though we did not verify that approval. This project resolved the noncompliance and permit issues for these lots, and future maintenance remains the lot owner's responsibility. The BCWRD only obligations are related to the Section 32 federal revetments.

Based on our experience securing the required permits for such improvements on an individual lot can easily run from \$4,000 to \$5,000 in professional services. If a USACE Section 408 review is required these improvements might require additional analysis and environmental review, and the final cost be even higher. Lot 2 is now covered under the required permitting authorities, as these were secured as part of the project.

After reviewing the history of this situation, the protest as presented, and the decisions made for the special assessment on this parcel, we stand behind the assessment value so determined. In our opinion it was reasonably determined and the benefits provided are greater than the assessment. The Board has the authority to consider this summary and determine whether any adjustment to the assessment needs to make prior to final certification.

Michael Gunsch

From: Rich Beierle <richdbe@yahoo.com>
Sent: Tuesday, June 18, 2024 2:52 PM
To: Michael Gunsch
Cc: Travis Johnson
Subject: Re: Hogue Island Property Owners - Construction Update 6-13-2024

[External Email]

Michael, Travis,

In going over the original estimates and comparing to work done there should be a big change for my allocated costs. There was no top soil or seeding done on my property. Original estimate was 63 tons. I put in 35 tons, so that leaves about 30 tons of cost for me.

Please get back to me with your cost estimates.

Rich Beierle

On Thursday, June 13, 2024 at 02:27:48 PM CDT, Michael Gunsch <mgunsch@houstoneng.com> wrote:

Good Afternoon:

The BCWRD at their June 12th meeting authorized the final payment to the contractor for this project.

The following are the steps that will occur over the next few months.

1. Final cost projections will be made, including engineering, admin, legal and bonding expenses – **July**
 - a. Bond counsel will be advised on these costs for bond sale.
 - b. Final assessments in most cases are very close to the voted assessment - *with a few exceptions were extra rock was requested.*

2. The SWC will be provided the final costs for their portion and reimbursement.
 - a. Their portion exceeded the authorized amount, which will be documented in a request letter – **July/August**

3. Final costs and assessment will be provided to the County Auditor prior to **October 31st**.
 - a. After the Bond Sale, the County Auditor will assess the amounts determined on the **2024 Tax Statements**

4. The BCWRD will be preparing revised easements for the Section 32 revetments to remove the easement encroachment on individual residential structures due to the bank erosion.
 - a. These will be provided to the landowners for review and signature, if not accepted the original easement remains in place. - **~September/October**

The BCWRD appreciates your cooperation in this effort, and is pleased that the work has been completed.

Thanks,

Michael Gunsch, PE*, CFM
Senior Civil Engineer
Houston Engineering, Inc.
O 701.323.0200 | D 701.751.6277 | C 701.527.2134
**Licensed in ND*

Michael Gunsch

From: Rich Beierle <richdbe@yahoo.com>
Sent: Saturday, April 22, 2023 12:36 PM
To: Andrew Carlson; Travis Johnson; krkrueger87@gmail.com; Michael Gunsch
Cc: 'James Landenberger'; Dennis Reep (dwrburleighwr@gmail.com); Randall.binegar4@gmail.com
Subject: Re: Hoge Island conditions

[External Email]

Michael;

I am going to continue to place rock on my southern point. I am seeing some minor erosion. I want to be ahead of the game as that area is the deepest I have seen in the 30+ years that I have lived here. Not going to wait for it to vanish. Will keep an eye on my southern property line and may dump rock in there if needed. Not going to wait for the 21,000cfs flow this summer. Their high flow projection is 27,000. I doubt we would get that high. It would take a lot of rain or very dry conditions down south to get to that.

Rich

On Friday, April 21, 2023 at 09:49:50 PM CDT, Michael Gunsch <mgunsch@houstoneng.com> wrote:

Andrew

Thanks for the update.

Travis was on site yesterday as I recall and took a number of photos.

As always if any resident desires to place rock we simply need to know where and the extents so that we can submit the applicable permits.

The petition of interest and Resolution #1 for the special assessment district have both been provided to legal for review, so we should get those back next week.

The Board passing the project resolution would occur after the petition of interest is received. These actions as noted are simply the first step in that process. We have the survey on our schedule and until we have information on what conditions are in the river for depth, flow direction etc.... Will advise as to when they are going to be out, or you will see them as it will take time to

complete. The USACE and NDDWR are both likely going to want formal plan sets given that these are federal structures that will be affected by the repairs. After the survey we can pursue what the design is likely to look like and the costs.

Continue waiting for a meeting with the DWR to get a determination on their direction for O&M work on the revetments.

Thanks – TGIF have a good weekend!

Michael Gunsch, PE, CFM
Senior Civil Engineer | Principal
Houston Engineering, Inc.
O 701.323.0200 | D 701.751.6277 | C 701.527.2134

From: [Andrew Carlson](#)
Sent: Friday, April 21, 2023 8:24 PM
To: [Michael Gunsch](#); [Travis Johnson](#); krkrueger87@gmail.com; Richdbe@yahoo.com
Cc: 'James Landenberger'; [Dennis Reep \(dwrburleighwr@gmail.com\)](mailto:dwrburleighwr@gmail.com); Randall.binegar4@gmail.com
Subject: Re: Hoge Island conditions

[External Email]

Correction: "3 foot deep by 12 foot wide section".

Get [Outlook for iOS](#)

From: Andrew Carlson <andrew.carlson.7@gmail.com>
Sent: Friday, April 21, 2023 8:22:22 PM
To: Michael Gunsch <mgunsch@houstoneng.com>; Travis Johnson <tjohnson@houstoneng.com>; krkrueger87@gmail.com <krkrueger87@gmail.com>; Richdbe@yahoo.com <[richdbe@yahoo.com](mailto:Richdbe@yahoo.com)>
Cc: 'James Landenberger' <james.landenberger@bartwest.com>; Dennis Reep (dwrburleighwr@gmail.com) <dwrburleighwr@gmail.com>; Randall.binegar4@gmail.com <randall.binegar4@gmail.com>
Subject: Re: Hoge Island conditions

Michael,

As I mentioned in my first email, the Neis property has lost another very large cottonwood as the erosion continues to the north. We have set up boards to mark property loss and have recently lost a 3 foot deep by 2 foot wide section in the north east part of the cove that is now our backyard. Both Strutz properties have seen further erosion, the worst of which being their parents vacant lot to the south of their home. The south edge of the erosion has continued south and now extends halfway into Laura Beyer's property.

Andrew

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From: Michael Gunsch <mgunsch@houstoneng.com>
Sent: Thursday, April 20, 2023 10:27:59 AM
To: Travis Johnson <tjohnson@houstoneng.com>; Andrew Carlson (andrew.carlson.7@gmail.com) <andrew.carlson.7@gmail.com>; krkrueger87@gmail.com <krkrueger87@gmail.com>; Richdbe@yahoo.com <richdbe@yahoo.com>
Cc: 'James Landenberger' <james.landenberger@bartwest.com>; Dennis Reep (dwrburleighwr@gmail.com) <dwrburleighwr@gmail.com>; Randall.binegar4@gmail.com <randall.binegar4@gmail.com>
Subject: RE: Hoge Island conditions

Andrew:

As you have daily or more frequent boots on the ground if you can advise us as to where any "active erosion" is occurring that would be appreciated. I do not foresee the USACE or DWR permitting any sort of "permanent repairs or restoration" until survey is complete and the DWR determines a direction on their O&M position. So, if we need to be permitting more emergency measures, we are prepared to do that.

A meeting with DWR has been requested; however, we are still waiting for that discussion to occur.

The legislative session has been absorbing most of their time, which likely continues for the short term.

Also, I visited with Senator Cramer's office to update them on what the BCWRD is doing.

Thanks,

Michael Gunsch, PE, CFM

Senior Civil Engineer | Principal

O 701.323.0200 | D 701.751.6277 | C 701.527.2134



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

From: Travis Johnson <tjohnson@houstoneng.com>

Sent: Thursday, April 20, 2023 10:18 AM

To: Andrew Carlson (andrew.carlson.7@gmail.com) <andrew.carlson.7@gmail.com>; krkrueger87@gmail.com; Richdbe@yahoo.com

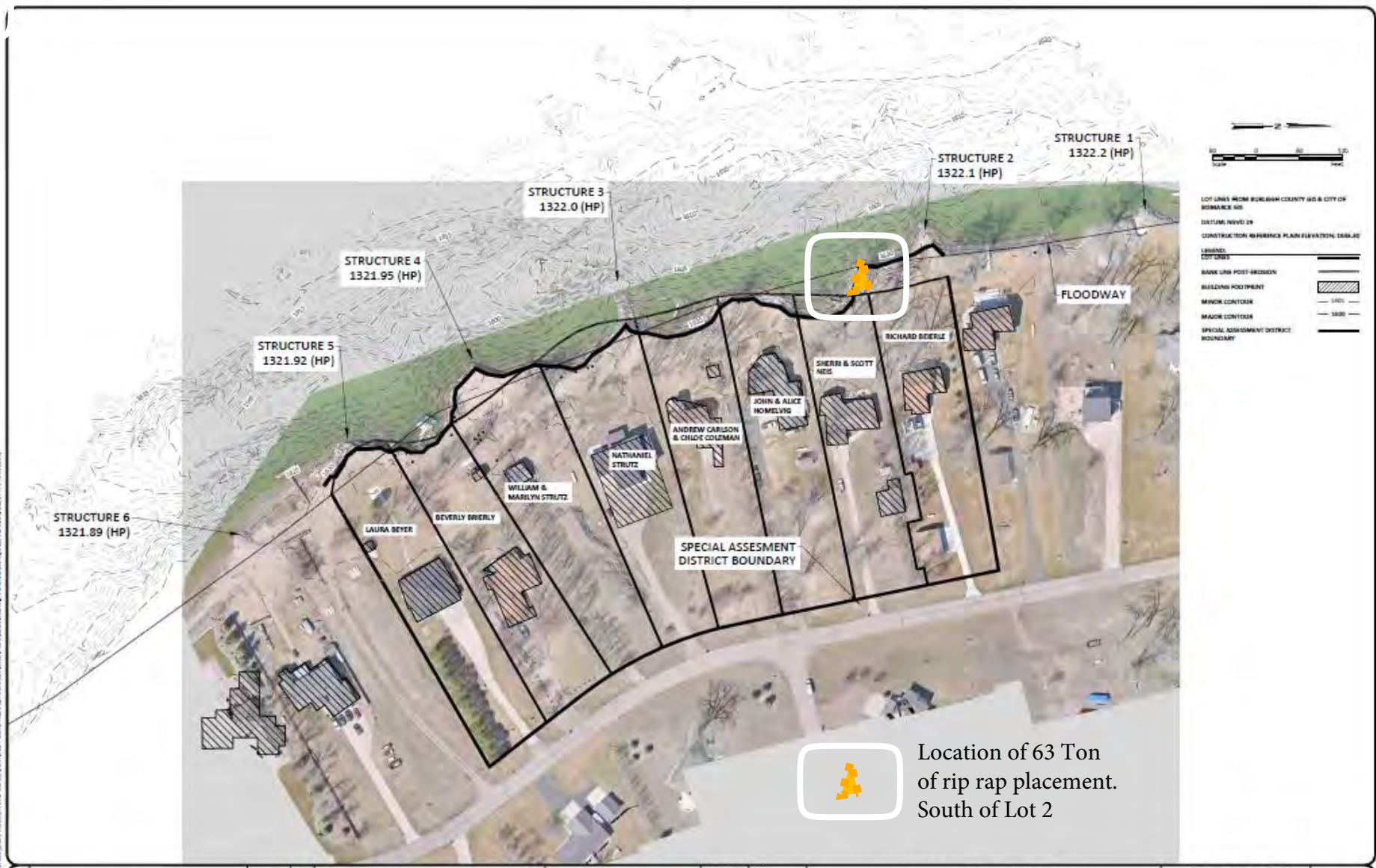
Cc: Michael Gunsch <mgunsch@houstoneng.com>; 'James Landenberger' <james.landenberger@bartwest.com>; Dennis Reep (dwrburleighwr@gmail.com) <dwrburleighwr@gmail.com>; Randall.binegar4@gmail.com

Subject: Hoge Island conditions

Since the last imagery that we have of the area is now 10 days old and I have not seen anything new from the State, I am going to make a run out there to get some current photos of the situation. So if you see someone walking around with a camera in a yellow high visibility jacket, that's probably me.

Also, we have this on our survey schedule to get survey done to pick up the new top of bank, get topography of the conditions as they are able, and get sonometric data on the river in front of the eroded area. Right now they are shooting for early next week to get that done.

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



Location of 63 Ton of rip rap placement. South of Lot 2

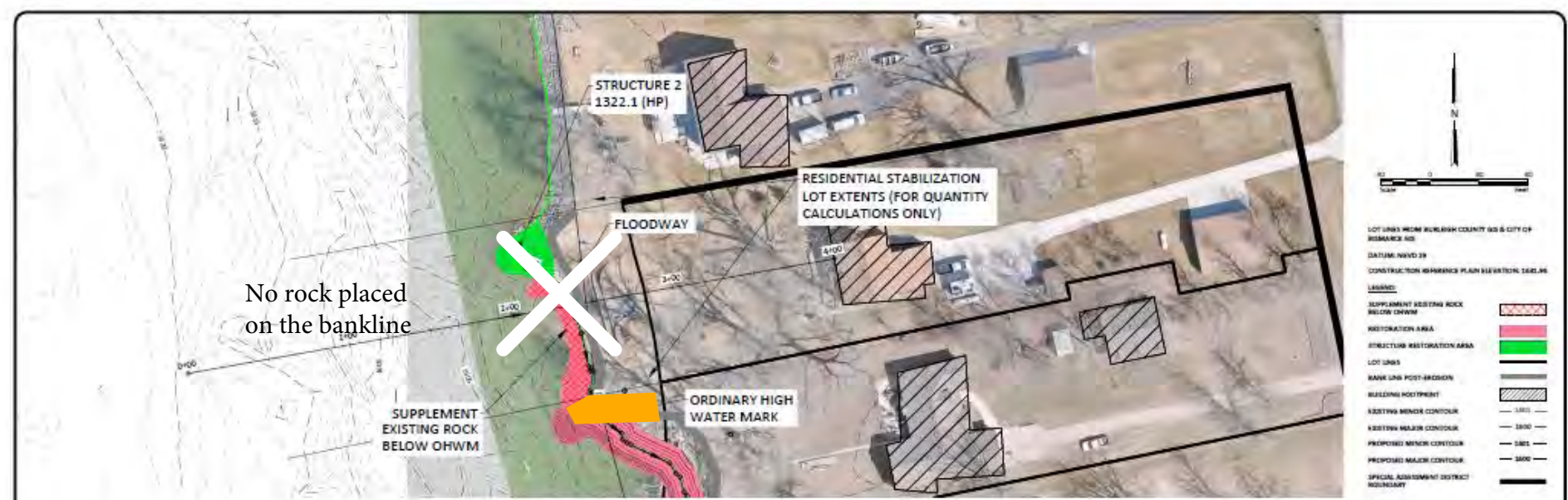
No.	Revision	Date	By

HOUSTON engineering, inc.

Drawn by CD, ES	Date 8-31-23
Checked by TJ	Scale AS SHOWN

HOGUE ISLAND BANK STABILIZATION
BURLINGHAM COUNTY WATER RESOURCE DISTRICT
BISMARCK, ND

EXISTING CONDITIONS	SHEET
PROJECT NO. 6023-0021	3



LOT LINES FROM BURLINGHAM COUNTY GIS & CITY OF BISMARCK GIS

DATE: MARCH 20

CONSTRUCTION REFERENCE PLAN ELEVATION: 1661.4

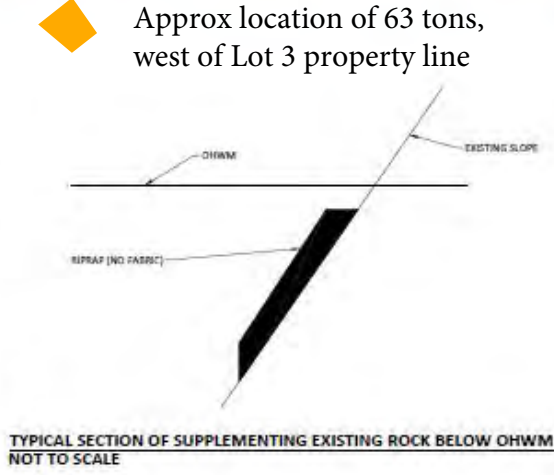
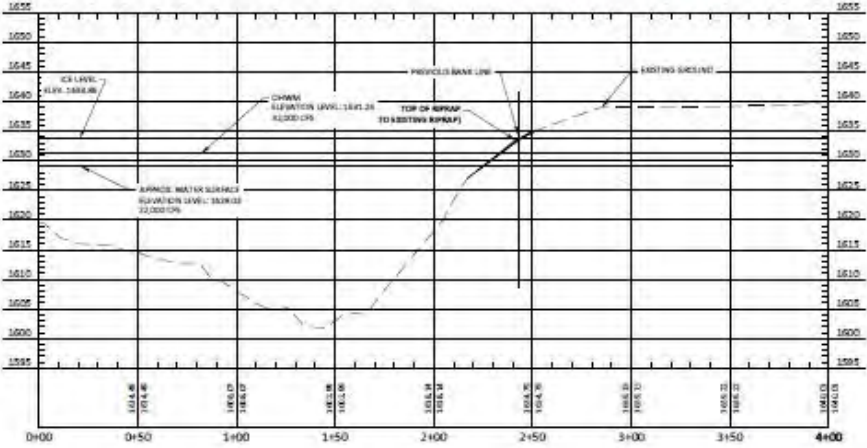
LEGEND:

- SUPPLEMENT EXISTING ROCK BELOW OHWM
- RESTORATION AREA
- STRUCTURE RESTORATION AREA
- LOT LINES
- BANK LINE POST-EROSION
- BUILDING FOOTPRINT
- EXISTING MAJOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MAJOR CONTOUR
- SPECIAL ASSIGNMENT DISTRICT BOUNDARY

NOTES:
 1. PROTECT EXISTING LANDSCAPING AND RETAINING WALL.
 2. STRUCTURE 2 RIPRAP TO SUPPLEMENT EXISTING RIPRAP AND REINFORCE STRUCTURE.

LOT INFORMATION:
 NAME: BACHARD AREA
 ADDRESS: 1022 ISLAND RD
 LOT & BLOCK: LOT 9 & 9A BLOCK 10
 SUBDIVISION: ISLAND PARK RESERVE
 PARCEL NO.: 00-0000-00-10-000

EIA OVERLAP TO STA 1+00.00
 ESTIMATED RESIDENTIAL STABILIZATION QUANTITIES:
 STRUCTURES: 353
 HORIZONTAL RIPRAP: APPROX. 116 TONS
 TOPSOIL: 18 CY
 ESTIMATED SECTION 30 QUANTITIES:
 STRUCTURE 2 RIPRAP: APPROX. 63 TONS



1:\PROJECTS\0223\023 - HOGUE ISLAND BANK STABILIZATION\2023\2023-03-20\1217131.dwg (PLOT DATE: 3/21/23) 10:14:48 AM

No.	Revision	Date	By



Drawn by:
CD, ES
Checked by:
TJ

Date:
8-31-23
Scale:
AS SHOWN

HOGUE ISLAND BANK STABILIZATION
 BURLEIGH COUNTY WATER RESOURCE DISTRICT
 BISMARCK, ND

BEIERLE LOT
 PROJECT NO. 6023-0021
 SHEET:
 7



CONTRACT TO PROVIDE OPERATION AND MAINTENANCE SERVICES

This agreement is made and effective this ____ day of November, 2024, between the Burleigh County Water Resource District (hereinafter “the District”), whose post office address is PO Box 1255, Bismarck, North Dakota 58501-1255, and Kalboys Lawn and Landscaping, 10515 Chokeycherry Drive, Bismarck, North Dakota 58503 (hereinafter “Kalboys”).

Whereas, the District has certain duties and responsibilities related to the District’s operation and maintenance of the Burnt Creek Flood Control Project (“hereinafter “the Project”); and

Whereas, Kalboys is in a position to provide certain services to the District related to the Project’s operation and maintenance as set forth below.

RECITALS

- A. The District owns, operates, and maintains the Project within its jurisdictional boundaries in Burleigh County, North Dakota.
- B. The District periodically conducts cattail and weed control operations in and along the floodway.
- C. The District wishes to enter into a contract with Kalboys 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. **Services.** Kalboys will conduct cattail and noxious weed control operations along the floodway as identified on the map attached as **Exhibit A**. Kalboys’s cattail and noxious weed control operations in and along the floodway will include spot spraying of cattails and noxious weeds. Kalboys will comply with the terms of its bid and will use only those chemicals identified in its bid, attached for 2025 as **Exhibit B**, which will be updated annually by March 1st. The District will pay Kalboys on a per acre basis at the rates identified in **Exhibit B**, or as otherwise agreed to in writing between the parties.
2. **Term of the Contract.** The term of this contract shall be for a period of five (5) years, beginning on the 1st day of March, 2025, and expiring on the 30th day of December, 2030, unless such term is amended as agreed to in writing by the parties.
3. **Safety and Spraying Conditions.** Kalboys is solely responsible for the method and means of its performance related the Project floodway, 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.

4. **Termination.** If the District determines that Kalboys is not progressing in an adequate or timely manner; that Kalboys has defaulted under this agreement; or that Kalboys's performance of its obligations under this agreement is otherwise unsatisfactory, the District may terminate this agreement at any time upon written notice to Kalboys. 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. Kalboys's indemnity obligations will survive any termination or expiration of this agreement.
5. **Subcontractor.** Kalboys is solely responsible for completing the Project in an adequate and timely manner. However, to the extent Kalboys wishes to retain any subcontractor to perform the Project, or any portion of the Project, Kalboys 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, Kalboys may not employ any subcontractor that is not acceptable to the District. Kalboys is fully responsible for scheduling and coordinating the work of any subcontractor, and Kalboys is solely responsible for paying or compensating any subcontractor.
6. **Payment Procedures.** The District will pay Kalboys in accordance with the rates identified in the attached **Exhibit B**. Kalboys 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 that Kalboys has made adequate and timely progress regarding the work identified and detailed in any invoice, the District will approve Kalboys'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 that Kalboys has not made adequate or timely progress; Kalboys is in default; or Kalboys has not otherwise performed its obligations in a satisfactory manner, the District may reduce its payment to Kalboys accordingly to recover costs incurred by the District to remedy Kalboys's defaults, or Kalboys's insufficient or untimely performance. Further, the District may reduce payments to Kalboys to offset any expenses or damages incurred by the District as a result of inadequate or untimely work by Kalboys; as a result of any claims made against the District as a result of Kalboys's performance or omissions under this agreement; or for Kalboys's violation of any of the provisions of this agreement. Upon Kalboys's final completion of the Project, the District will make final payment to Kalboys; however, no payment by the District will constitute a waiver of any claims by the District against Kalboys for inadequate or untimely work or any other reason.

7. **Indemnity.** Kalboys 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 Kalboys, any subcontractors, 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 Kalboys's obligations to release, defend, indemnify, and hold harmless. Kalboys'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 Kalboys's insurance policy limits. Kalboys'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.
8. **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 Kalboys, 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 Kalboys'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. Kalboys 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.
9. **Compliance with Laws.** Kalboys 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, Kalboys 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.
10. **Insurance.** Kalboys must provide the following insurance policies and endorsements:

A) Prior to commencing the Project, Kalboys 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 Kalboys'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 Kalboys as the insured and the District as an additional insured party.
- iv) Kalboys's policies will be primary and noncontributory regarding any other insurance available to the District as an additional insured party.
- v) Kalboys's policies must each contain a "waiver of subrogation" that waives any right to recovery any of Kalboys's insurance companies might have against the District.
- vi) Kalboys'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) Kalboys's policies, either in the policies or in endorsements, must each contain a provision that Kalboys's insolvency or bankruptcy will not release the insurer from payment under the policy, even when Kalboys's insolvency or bankruptcy prevents Kalboys from meeting the retention limit under the policy.
- viii) Kalboys'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) Kalboys's policies will not limit in any way Kalboys'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, Kalboys 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. Kalboys's duties to release, defend, indemnify, protect, and hold harmless the District and the District's officers, agents, representatives, employees, 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 Kalboys's duties and obligations to maintain the insurance required under this agreement. All of Kalboys's contractors and subcontractors must purchase and maintain the same insurance with the same conditions and terms required of Kalboys under this agreement.

11. **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.
12. **Modifications.** Any modifications or amendments of this agreement must be in writing and signed by both parties to this agreement.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.

18. **Headings.** Headings in this agreement are for convenience only and will not be used to interpret or construe its provisions.
19. **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(s) written below.

Dated this ____ day of November, 2024.

BURLEIGH COUNTY WATER
RESOURCE DISTRICT

By: _____
James Landenberger, Chairman

ATTEST:

Dennis Reep
Secretary-Treasurer

Dated this ____ day of November, 2024.

Kalboys Lawn and Landscaping
BY: _____
Andrew Kalonick
ITS: Owner

EXHIBIT A

Map of the Project*

*See: Sheet 8. Sheet 8 has been modified to best describe the parcels contemplated in this agreement.

EXHIBIT B

Kalboys's Bid and Schedule of Rates - 2025

CONTRACT TO PROVIDE OPERATION AND MAINTENANCE AGEMENT SERVICES

This Agreement is made and effective this ____ day of November, 2024, between the Burleigh County Water Resource District (hereinafter “the District”), whose post office address is PO Box 1255, Bismarck, North Dakota 58501-1255, and Low Key, LLC, 5731 Magnolia Drive, Bismarck, North Dakota 58503 (hereinafter “Low Key”).

Whereas, the District has certain duties and responsibilities related to the District’s operation and maintenance of the Burnt Creek Flood Control Project (“hereinafter “the Project”); and

Whereas, Low Key is in a position to provide certain services to the District related to the Project’s operation and maintenance as set forth below.

RECITALS

- A. The District owns, operates, and maintains flood control project(s) within its jurisdictional boundaries in Burleigh County, North Dakota.
- B. The District conducts an annual review of all Project levees, culverts, gates, gate structures, and bank stabilization features which have been constructed to protect properties.
- C. The District wishes to enter into a contract with Low Key for the purposes of conducting an annual review of all project facilities.

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. **Services.** Low Key will conduct an annual review of all project levees, culverts, gates, gate structures, and bank stabilization facilities. Such review shall include but not be limited to completing those tasks as outlined in the various check lists contained in the individual Operations and Maintenance Manuals for the following projects:

- Burnt Creek Floodway – Attachment A
- Fox Island Flood Control – Attachment B
- MRCC Flood Control – Attachment C

Completing these check lists and project compliance status will be governed by the most recent revision of the individual operations manuals, which may be updated during the term of this agreement. Notice of any inspection taking place shall be provided to the various property owners or residents where the project is located.

In addition to observation and inspection duties assigned to each project check list, Low Key will provide mowing services for the Burnt Creek Floodway. See Exhibit A, attached hereto.

The District will pay Low Key based on the rates agreed to and identified in the attached Exhibit B, or as otherwise agreed to in writing between the parties.

2. **Term of the Contract.** The term of this contract shall be for a period of five (5) years, beginning on the ____ day of March 2025, and expiring on the ____ day of December 2030, unless such term is amended as agreed to in writing by the parties.

3. **Safety Conditions.** Low Key is solely responsible for the method and means of its performance related the Project floodway, 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; and for taking all necessary precautions to prevent damages, injury, or losses arising out of or as a result of the Low Key's maintenance and inspect of the Project as set forth herein.

4. **Termination.** If the District determines that Low Key is not progressing in an adequate or timely manner; that Low Key has defaulted under this agreement; or that Low Key's performance of its obligations under this agreement is otherwise unsatisfactory, the District may terminate this agreement upon written notice to Low Key. 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. Low Key's indemnity obligations will survive any termination or expiration of this agreement.

5. **Subcontractor.** Low Key is solely responsible for completing the Project in an adequate and timely manner. However, to the extent Low Key wishes to retain any subcontractor to perform the Project, or any portion of the Project, Low Key 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, Low Key may not employ any subcontractor that is not acceptable to the District. Low Key is fully responsible for scheduling and coordinating the work of any subcontractor, and Low Key is solely responsible for paying or compensating any subcontractor.

6. **Payment Procedures.** The District will pay Low Key in accordance with the rates identified in the attached **Exhibit B**. Low Key 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 that Low Key has made adequate and timely progress regarding the work identified and detailed in any invoice, the District will approve Low Key'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 that Low Key has not made adequate or timely progress; Low Key is in default; or Low Key has not otherwise

performed its obligations in a satisfactory manner, the District may reduce its payment to Low Key accordingly to recover costs incurred by the District to remedy Low Key's defaults, or Low Key's insufficient or untimely performance. Further, the District may reduce payments to Low Key to offset any expenses or damages incurred by the District as a result of inadequate or untimely work by Low Key; as a result of any claims made against the District as a result of Low Key's performance or omissions under this agreement; or for Low Key's violation of any of the provisions of this agreement. Upon Low Key's final completion of the Project, the District will make final payment to Low Key; however, no payment by the District will constitute a waiver of any claims by the District against Low Key for inadequate or untimely work or any other reason.

7. **Indemnity.** Low Key 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 Low Key, any subcontractors, 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 Low Key's obligations to release, defend, indemnify, and hold harmless. Low Key'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 Low Key's insurance policy limits. Low Key'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.

8. **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 Low Key, 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 Low Key'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. Low Key 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.

9. **Compliance with Laws.** Low Key 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, Low Key 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.

10. **Insurance.** Low Key must provide the following insurance policies and endorsements:

- A) Prior to commencing the Project, Low Key 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 Low Key'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 Low Key as the insured and the District as an additional insured party.
 - iv) Low Key's policies will be primary and noncontributory regarding any other insurance available to the District as an additional insured party.
 - v) Low Key's policies must each contain a "waiver of subrogation" that waives any right to recovery any of Low Key's insurance companies might have against the District.
 - vi) Low Key'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) Low Key's policies, either in the policies or in endorsements, must each contain a provision that Low Key's insolvency or bankruptcy will not release the insurer from payment under the policy, even when Low Key's insolvency or bankruptcy prevents Low Key from meeting the retention limit under the policy.
 - viii) Low Key'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) Low Key's policies will not limit in any way Low Key'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, Low Key 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. Low Key's duties to release, defend, indemnify, protect, and hold harmless the District and the District's officers, agents, representatives, employees, or Low Keys, 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 Low Key's duties and obligations to maintain the insurance required under this agreement. All of Low Key's contractors and subcontractors must purchase and maintain the same insurance with the same conditions and terms required of Low Key under this agreement.

11. **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.

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

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

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

19. **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(s) written below.

Dated this ____ day of November ____, 2024.

BURLEIGH COUNTY WATER
RESOURCE DISTRICT

By: _____
James Landenberger, Chairman

ATTEST:

Dennis Reep
Secretary-Treasurer

Dated this ____ day of November ____, 2024.

Low Key, LLC

BY: _____
Travis Johnson
ITS: Owner

EXHIBIT A

Map of the Project

EXHIBIT B

Low Key's Bid and Rate Schedules

[https://blisslawcom.sharepoint.com/sites/BlissFiles/Shared Documents/Burleigh County Water Resource 22-229/Burnt Creek/Dakota Helicopter/Contract - Low Key LLC \(MHG\).docx](https://blisslawcom.sharepoint.com/sites/BlissFiles/Shared%20Documents/Burleigh%20County%20Water%20Resource%2022-229/Burnt%20Creek/Dakota%20Helicopter/Contract%20-%20Low%20Key%20LLC%20(MHG).docx)



Burleigh County Water Resource District
 PO Box 1255
 Bismarck, ND 58506
 701-221-6718

Flood Risk Reduction Projects Levee Inspection Report

Levee Name/Location: Missouri River Correctional Center

Original Construction Project No. 6025-0012 Inspector(s) Hope Krumm

Superintendent: NIA Survey

Inspection Date: 10-22-2024 (Survey) Date of Previous Inspection: 9-6-2024

Reason for Inspection: _____ Scheduled
 _____ After Flood
 Other (Please Specify) Approved Top of Levee Survey by RCWRD

GPS Photos Taken: Y or N Photos Downloaded: Y or N
 Saved In: _____

Previous, Most Recent Flood Crest: _____ ft (at Bismarck Gage)

Did levee system function properly during high water? Y or N NIA

Issues to be addressed, if any: _____

Reviewed Last Inspection Report: Y or N NIA

Maintenance work completed since last inspection: _____

Were Previously Recommended Corrective Measures Completed: Y or N

If so, describe action taken: _____

Date of Last Top of Levee Survey: 2017

*If its been 5 years or more since last survey, schedule one to be completed

Original Designed Top of Levee Elevation: 1635.70 to 1636.70

If survey was completed under this inspection, please note any deficiencies in original design elevation (by station). Attach copy of survey with this inspection form.

See attached top of levee profile. Largest d. Perce / settlement occurred at Sta 84+75 at 0.31 feet.

Condition of Levee

*Specify the approximate locations and take pictures of all issues

See 9-6-2024 Report

Vegetation: _____ % Cover

Cracks: _____

Width, Depth & Length of Cracks

Slides or Slumping Issues: _____

Erosion Issues: _____

Clear Zone Encroachments: _____

Detail what the Encroachment is

Retaining Wall Condition: _____

Flood Wall Condition: _____

Possible issues to watch are:
random cracking, caulk condition,
staining

Lift Station & Gate Wells: _____

Complete inspections with Street Department Staff. Review Street Department notes on maintenance activities since last inspection

Rodent Issues: _____

Riprap Condition: _____

Corrective Measures Recommended:

Date Corrective Measures were taken care of: -----
Project Numbers of Repair Projects, (if applicable): -----

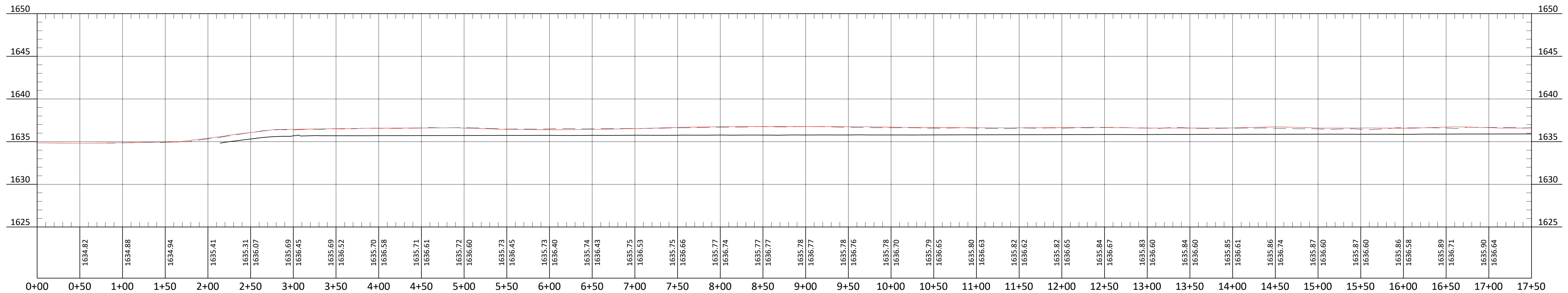
Items to be monitored:

Continue to monitor settlement & reduce vehicle usage on levee.

Provide Copy of Report to Burleigh County Water Resource District

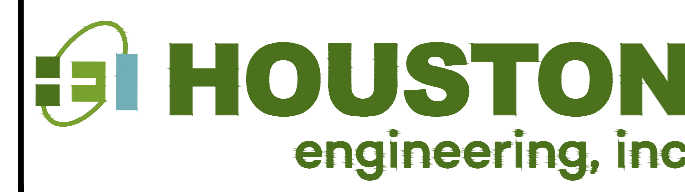


2024 SURVEY SURFACE
 TOP OF CLAY LEVEE DESIGN
 2017 AS-BUILT SURFACE



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 10-28-24
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MRCC FLOOD CONTROL PROJECT
 BURLEIGH COUNTY WATER RESOURCE DISTRICT
 BURLEIGH COUNTY, NORTH DAKOTA

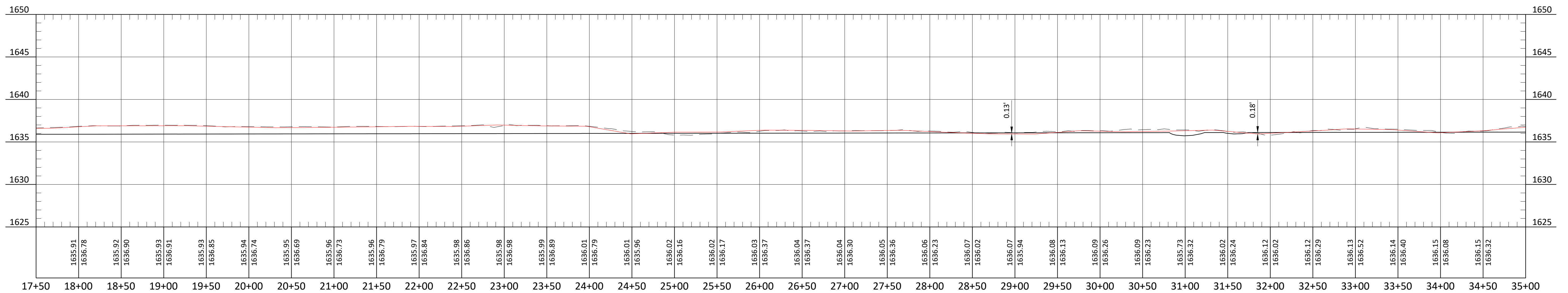
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 PROJECT NO. 6025-0012

SHEET
 1 OF 6

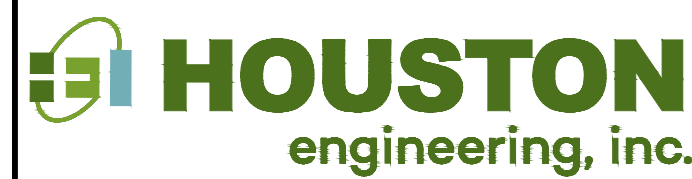
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2024 SURVEY SURFACE
TOP OF CLAY LEVEE DESIGN
2017 AS-BUILT SURFACE



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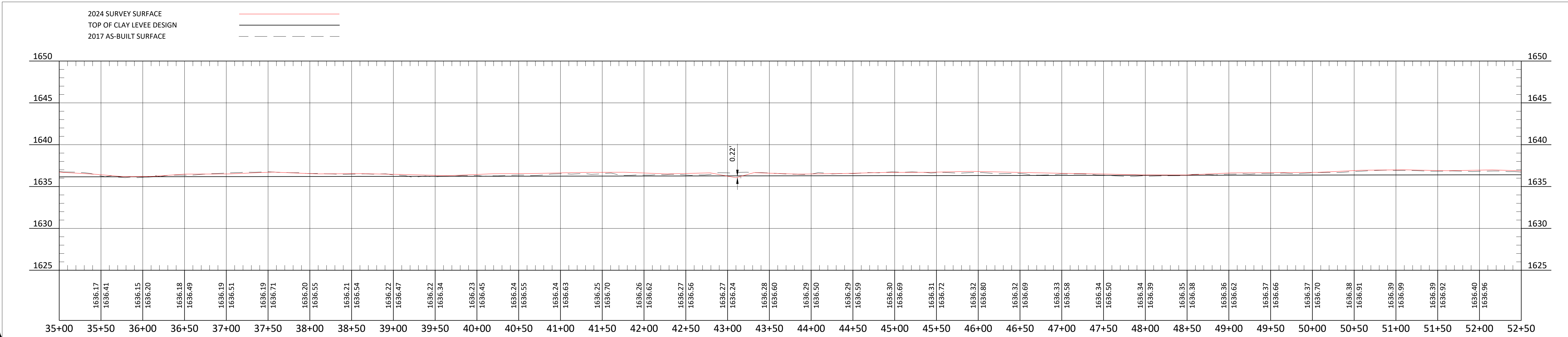
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MRCC FLOOD CONTROL PROJECT
BURLEIGH COUNTY WATER RESOURCE DISTRICT
BURLEIGH COUNTY, NORTH DAKOTA

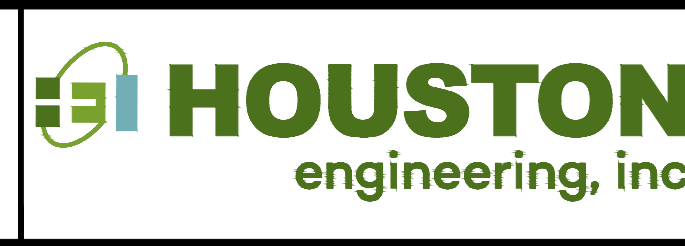
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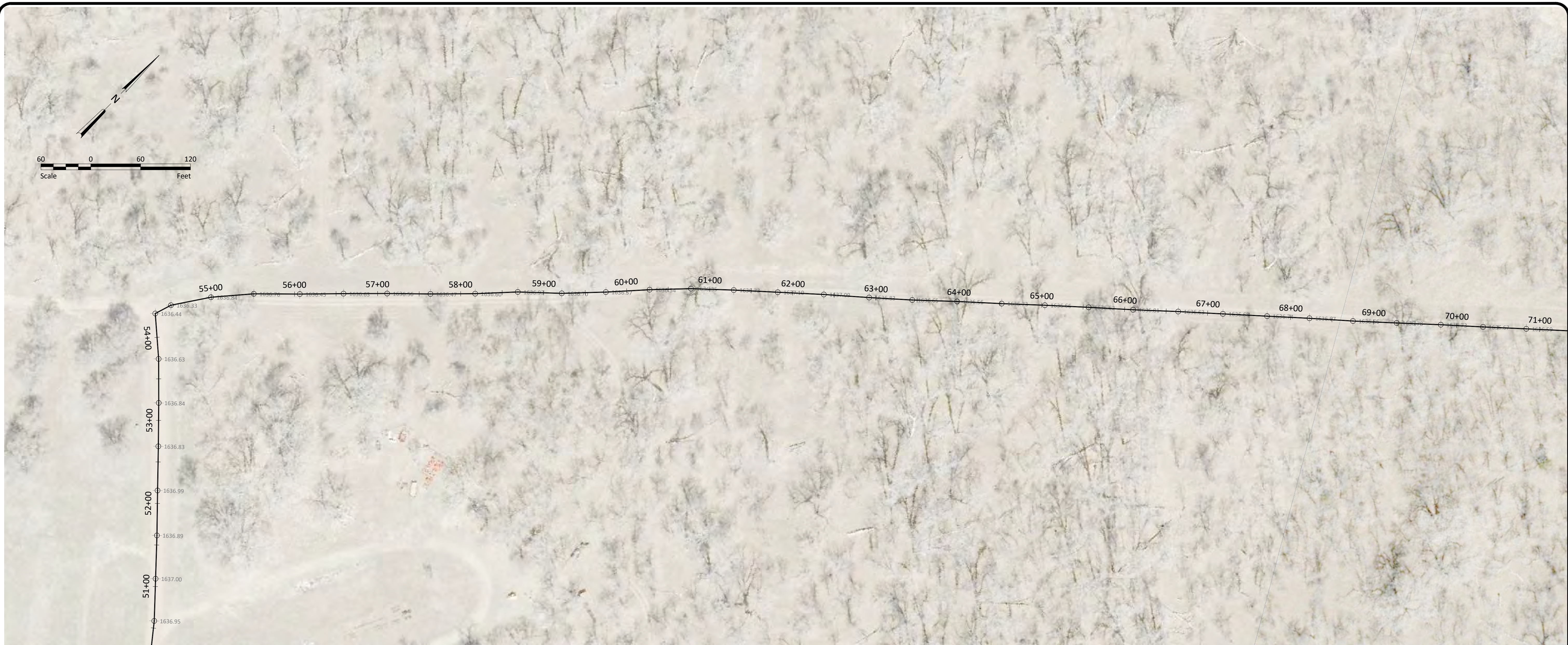
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10-28-24
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MRCC FLOOD CONTROL PROJECT
 BURLEIGH COUNTY WATER RESOURCE DISTRICT
 BURLEIGH COUNTY, NORTH DAKOTA

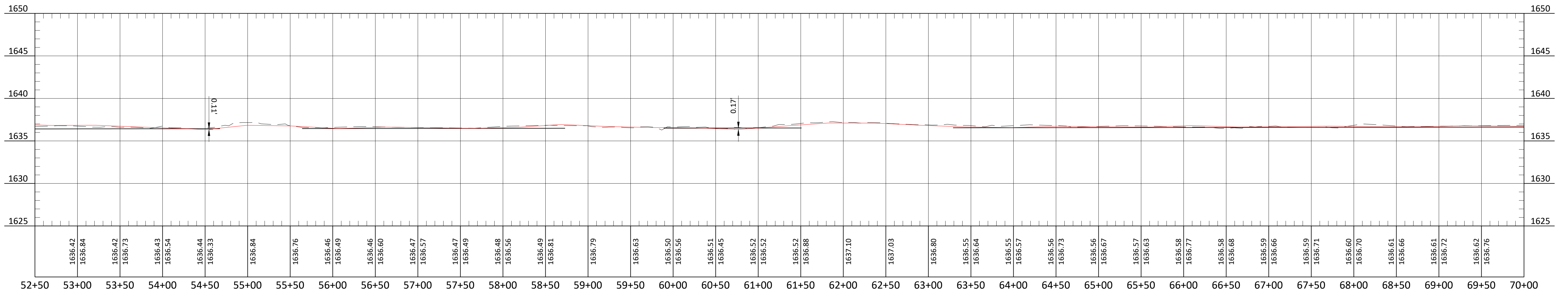
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 PROJECT NO. 6025-0012

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 3 OF 6

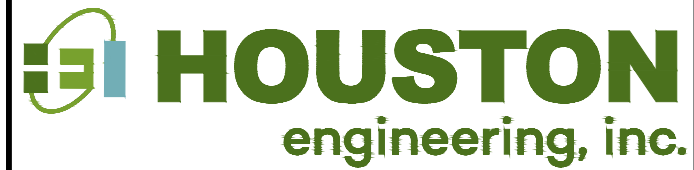
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2024 SURVEY SURFACE
 TOP OF CLAY LEVEE DESIGN
 2017 AS-BUILT SURFACE



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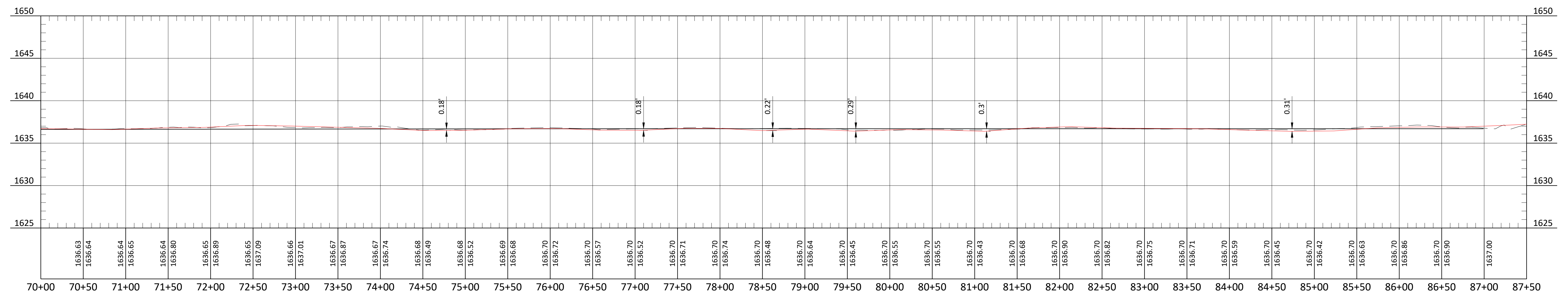
MRCC FLOOD CONTROL PROJECT
 BURLEIGH COUNTY WATER RESOURCE DISTRICT
 BURLEIGH COUNTY, NORTH DAKOTA

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 PROJECT NO. 6025-0012

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4 OF 6

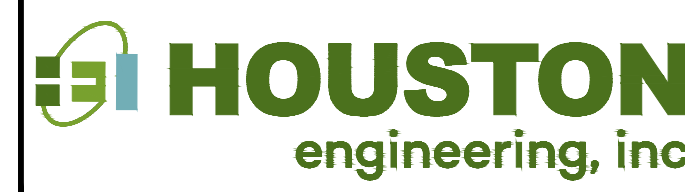


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 2017 AS-BUILT SURFACE



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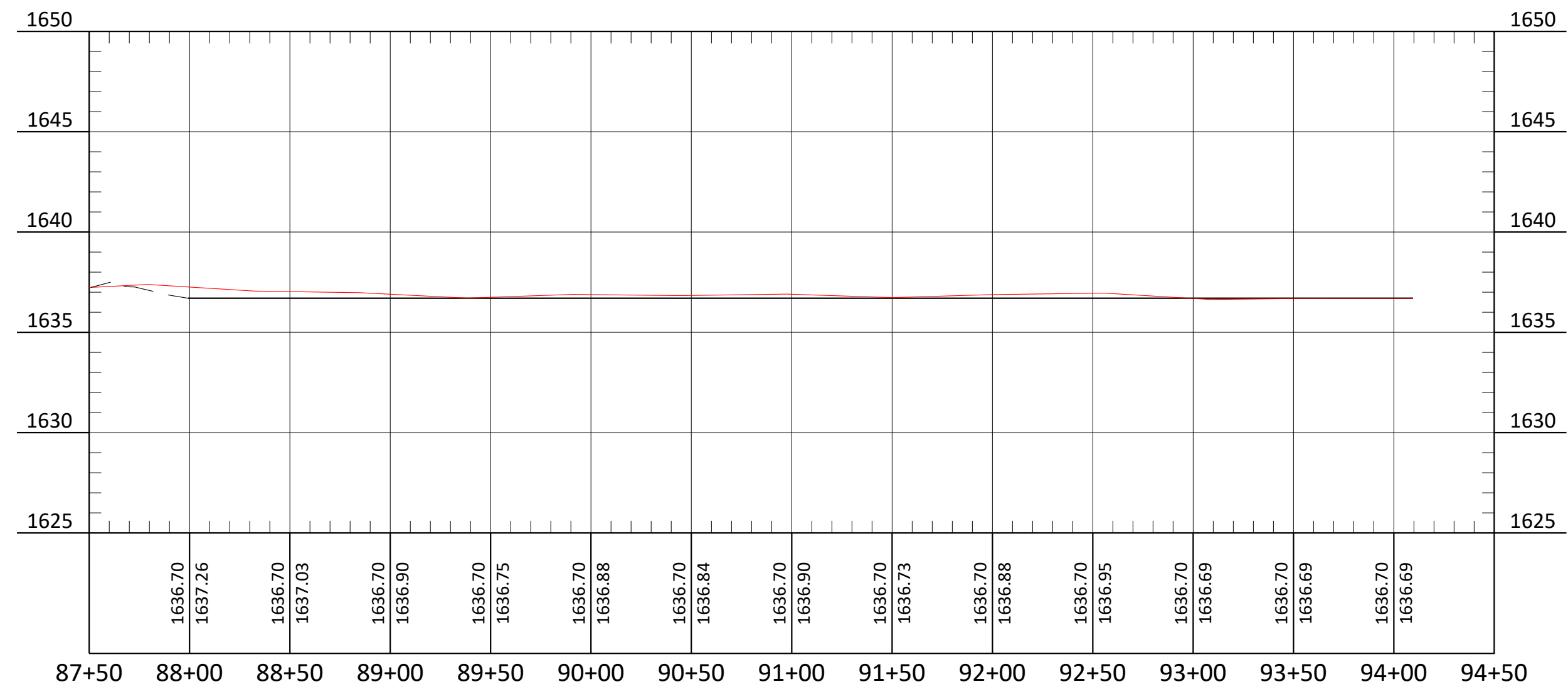
MRCC FLOOD CONTROL PROJECT
 BURLEIGH COUNTY WATER RESOURCE DISTRICT
 BURLEIGH COUNTY, NORTH DAKOTA

MRCC 2024SURVEY V
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SHEET
 5 OF 6

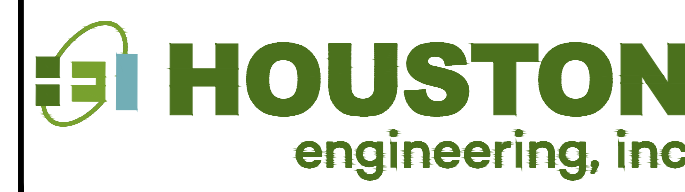


2024 SURVEY SURFACE
 TOP OF CLAY LEVEE DESIGN
 2017 AS-BUILT SURFACE



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No.	Revision	Date	By



Drawn by TECH	Date 10-28-24
Checked by PM	Scale AS SHOWN

MRCC FLOOD CONTROL PROJECT
 BURLEIGH COUNTY WATER RESOURCE DISTRICT
 BURLEIGH COUNTY, NORTH DAKOTA

MRCC 2024SURVEY VI
 PROJECT NO. 6025-0012

SHEET
 6 OF 6



Burleigh County Water Resource District
PO Box 1255
Bismarck, ND 58506
701-221-6718

Flood Risk Reduction Projects
Levee Inspection Report

Levee Name/Location: Missouri River Correctional Center

Original Construction Project No. 6025-0012 Inspector(s) Nicolas Cullen

Superintendent: N/A

Inspection Date: 9-6-2024 Date of Previous Inspection: Construction 2018

Reason for Inspection: [X] Scheduled
After Flood
Other (Please Specify)

GPS Photos Taken: [Y] or N Photos Downloaded: [Y] or N
Saved In: Houston Engineering Server - 6025-0012

Previous, Most Recent Flood Crest: _____ ft (at Bismarck Gage)
Did levee system function properly during high water? Y or N N/A
Issues to be addressed, if any:

Reviewed Last Inspection Report: Y or N N/A
Maintenance work completed since last inspection:

Were Previously Recommended Corrective Measures Completed: Y or N
If so, describe action taken:

Date of Last Top of Levee Survey: 2017
*If its been 5 years or more since last survey, schedule one to be completed
Original Designed Top of Levee Elevation: 1635.70 to 1636.70
If survey was completed under this inspection, please note any deficiencies in original design elevation (by station). Attach copy of survey with this inspection form.
N/A

Condition of Levee

*Specify the approximate locations and take pictures of all issues

Vegetation: 100 % Cover

Cracks: None Found

Width, Depth & Length of Cracks

Slides or Slumping Issues: None Found

Erosion Issues: None Found - Exception is rutting from MRCC vehicles driving on levee.

Clear Zone Encroachments: Fence Posts in levee - Previously approved via design engineer. Future requests must be made to BCLWRD.

Detail what the Encroachment is

Retaining Wall Condition: N/A

Flood Wall Condition: N/A

Possible issues to watch are:
random cracking, caulk condition,
staining

Lift Station & Gate Wells: Exercised + Operational
MRCC staff to lubricate

Complete inspections with Street Department Staff. Review Street Department notes on maintenance activities since last inspection

Rodent Issues: None Found

Riprap Condition: Good

Corrective Measures Recommended:

Reduce MRCC vehicle usage on levee.

Schedule survey of levee pending BCWRD approval

Date Corrective Measures were taken care of: Ongoing

Project Numbers of Repair Projects, (if applicable): N/A

Items to be monitored:

If MRCC would like to add/change fencing near levee, contact BCWRD.

Wedge hole in the toe drain pump basin @ ≈ st 24+00 doesn't appear to be draining & may be clogged.

Provide Copy of Report to Burleigh County Water Resource District



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2





Apple Creek U-Mary Slide Evaluation

Grant Application Summary

To: James Landenberger, Chairman, Burleigh County Water Resource District
From: Michael H. Gunsch, PE, CFM, Senior Project Manager
Nic Cullen, Project Engineer
Subject: HMGP Grant and SWC Funding
Date: November 12, 2024
Project: HEI No. 6025-0022-004

A meeting was held regarding various topics associated with the U-Mary Slide Area and failure risks. See attached meeting summary and a list of action items, (**Exhibit A**).

In pursuit of evaluating the situation associated with this failed slope and slide there are two opportunities available for study grant funding. An important phase in such an effort is to define the scope of the evaluation, which was outlined and discussed during the meeting as follows:

- **Project Evaluation Scope (Geotechnical, Engineering and Survey)**
 - *Original design review - what occurred and why? – Independent Review*
 - *Site stability - potential for additional movement and failure?*
 - *Corrective action to stabilize long term (upper and lower slope)*
 - *Opinion of Probable Cost (OPC) and Schedule*
 - *Completing an Emergency Action Plan, Impact Area and Economic Analysis*
 - *added after the meeting for grant consideration (Exhibit B)*

Regarding funding Options, the following were discussed:

The HMGP grant through DES would be used to complete a study report, since the final solution to slope stability, or what might be required, remains unknown. Until a study has been completed, we are unable to determine the cause, a means or need to correct the current situation, define the economic considerations or the cost for solution. Answers to these questions are necessary to secure grant funding to implement a project solution.

The HGMP NDDDES funding for this study and construction grants are broken down as follows:

75% FEMA Funds 10% State Funds 15% Local Funds

The NDDDES noted study funding is currently available, and any application would be considered and processed over several months, with approval likely after the first of the year. The application is straightforward with the information required for a study being available. There are limitations if the application were to be made for a “full project” grant including the following:

- ✓ Defined project cost (OPC)
- ✓ Impacts on slope failure
- ✓ Economics (B/C ratio)

While impacts or damage estimates can be determined, an OPC for a project solution and other items are unknowns, therefore a full grant application is not practical at this time. While the impact area has been identified in the Emergency Action Plan draft outline, (**Exhibit B**), the projected damages have not, though can be estimated via the DWR's economic analysis spreadsheet. This was previously used for the Sibley Island Flood Control Project.

The NDDDES noted the HMGP grant requires a competitive engineering consultant selection process, and the resulting agreement would need to include the ability to sub consult for specialty services. The BCWRD completed this process back in 2003, using an EJCDC contract format, which addresses subconsultant services. Since then, the Board has utilized an annual contract renewal.

- **HMGP Schedule:** This grant application, consideration and approval would not occur until the after the first of the year. This is somewhat problematic in a timeline focused on identifying potential ongoing slope movements (existing instrumentation has failed) or risks to seek solutions before spring, therefore an extended timeline could influence any future project implementation.

A second opportunity is a DWR Rural Flood Control Grant. This option was suggested by a DWR representative at a stakeholder meeting; however, the project would need to undergo an eligibility review. This is a different type of protection and risk assessment compared to a typical rural flood control project. The cost share for a DWR Rural Flood Control SWC Grant Funding is 45% SWC and 65% Local. An engineering consultant selection process is not required for this grant.

This grant application would be based on the same scope and again focused on preparing a Preliminary Engineering Report, including expenses for the Emergency Action Plan, damage assessment and associated economic analysis. Though there is a need to refine the framework for the Emergency Action Plan to have a reaction plan prior to grant approval (**Exhibit B - Draft**).

- **SWC Schedule:** This grant needs to be applied for using the *North Dakota State Web Grants Program*, which requires entry time and sponsor approval letter, among other items. The submittal consideration and response timeline for eligibility is approximately four weeks. A request to expedite this process is an option, if the budgeted costs are such that the Director could approve without going to the full SWC. This could occur if the overall study costs are below \$222,000, where costs share be approved under the Director's grant authority limit of \$100,000. The projected costs here; however, are higher than that therefore the project would have to undergo a subcommittee review prior to being considered at a full State Water Commission. This places the review and approval of any cost share agreement likely at the March 2025 quarterly meeting for the SWC.

Budgetary Considerations

To move the process forward we requested a proposal from Braun Intertec and their specialty subconsultant BGC. The combined study costs are estimated to be approximately \$290,000, including Braun, BGC and HEI impact analysis, economic analysis, study coordination and survey expenses. The geotechnical proposals that outline the scope of services noted above are attached as **Exhibit C**. The geotechnical proposals are addressed to the BCWRD; however, they would be subconsultants to HEI. They would invoice the BCWRD directly to reduce administrative expense. Based on the HMGP cost splits the BCWRD share of this study is \$42,000.

Conclusions, Recommendations

A concern with a study timeline is when to start the new geotechnical exploration to determine any current slope movement, causational issues and corrective actions. There is a risk of investing funds, pre grant approval, that would not be eligible for cost share. Subsequently, securing funding as quickly as possible to implement the study process is recommended.

The geotechnical consultants on our team would prefer to complete borings this fall to gather data and prepare to evaluate the risks that might appear by next spring. Though based on the grant application and review processes, this does not appear feasible without forgoing grant funds for the work completed prior to grant approval. According to DES *"FEMA will allow applicants to start work early as long as it does not have any type of ground disturbance, but anything with ground disturbance needs to wait for their final EHP approval."* Therefore, a review of the existing design data and failure documentation and might be allowed to proceed. This review is necessary to determine where best to place new borings or monitoring instrumentation and should be requested as part of the grant application process.

Comparing the two the HMGP grant has a lesser local cost than the DWR grant. However, an issue with the DWR grant is an eligibility determination. ***After considering the options we recommend the BCWRD apply for both the HMGP DES Grant and the DWR Web Grant.*** The DWR would be informed that the BCWRD is also applying for the HMGP grant given its reduced local cost. While HMGP grant funding is currently available that could change. It would also reduce the state cost participation the study.

Exhibit A
Apple Creek – U Mary Slide
Agenda October 17 and Meeting Summary

Houston Engineering – Teams Meeting

Primary Topic: Status of Emergency Action Plan Document and funding a site risk evaluation to determine potential risks associated with a catastrophic slope failure.

The discussion included the following items:

- **Apple Creek EAP outline – Draft**
- **Impact Criteria Mapping - Draft**
 - Failure to close creek to the top of Sibley Drive
 - 10-year flow on Apple Creek (2900 cfs) – Design Event for Impacts
- **Project Evaluation Scope (Geotechnical, Engineering and Survey)**
 - Original design review - what occurred and why? – Independent Review
 - Site stability potential for additional movement and failure?
 - Corrective action to stabilize long term (upper and lower slopes)
 - Cost and scheduling
- **Funding Options**
 - HMGP grant 75/10/15 – DES Update – January 2024 if submitted now
 - Application content and timeline
 - Grant limitations and requirements
 - Need define project cost and economics
 - Current unknowns
 - Consultant selection process?
 - DWR Rural Flood Control 45/65 Grant – two to three weeks for approval
 - Director’s Authority \$100,000 limit (\$222,000)
 - Timeline and ability to scope a solution
 - Emergency Action Plan – Preliminary Engineering Report

Action Items:

1. Check back with U-Mary regarding slope drainage installations
2. Pursue the cost for tree removal and implement
3. Prepare a summary of the grant opportunities and a recommendation
 - a. Projected cost and consideration of fall drilling options
4. Continue work related to the Emergency Action Plan and scheduling

Attendees:

Mary Senger, Burliegh County Emergency Manager

Roger Smith, Manager BCWRD

Marcus Hall, Dan Schrock, Casey Einrem, BCHD

Justin Messer, Todd Joersz, Carl Meyer, ND Division of Emergency Management

Michael Gunsch, Houston Engineering

Wes Dickhut, Braun Intertec

Brian Collins, Mark Vessely, Scott Anderson - BGC Engineering

Exhibit B

Apple Creek U-Mary Slide Emergency Action Plan – Draft Outline

November 11, 2024

INTRODUCTION:

Description of the issue (To be developed for the grant application): U-Mary Slope Failure and notification of those property owners impacted directly or indirectly by such failure

RISK ASSESSMENT

- Backwater flooding associated with a major slope failure causing the complete blockage of the Apple Creek channel to the **top of Sibley Drive**.
- Flood damages to residences and structures (the economic impact of this can be estimated using the DWR Economic Analysis spreadsheet, however a frequency of the event would need to be determined). The event used for projecting damages is a **10-year peak flow on Apple Creek, of 2900 cfs**.
- Complete blockage of Sibley Drive for traffic, along with the surface water flooding of other roadways, restricting access, including emergency vehicles.
- Risk Map is provided on **Attachment A** (four sheets) – **(The backwater flows do not overflow into the Missouri River or the adjoining older Missouri River Oxbow, limited by high ground.)**

MONITORING

BCHD and the University of Mary (their property) are responsible to monitor status and movement on the slide to identify any movement that might provide notice of an imminent or significant failure, which might result in the blockage of Apple Creek or impact access on Sibley Drive

SLOPE FAILURE

If a slope failure is deemed to be imminent the following agencies shall be immediately notified:
(* - Contact information, address, phone and email address)

Burleigh County Emergency Manager
BC Floodplain Administrator
BCHD
BCWRD
U-Mary
NDDWR
ND Emergency Services
Others (City of Bismarck?) – information

The parcel owners within the potential impact area shall be notified, via a reverse 911 call in addition to the sheriff, fire and emergency services being on site to inform residents.

The following is a summary of the parcels that have been identified as being impact by the potential slope failure and resulting backwaters during the selected Apple Creek flow event.

CATEGORY 1 – 174 Parcels W/Structures (Direct Impact) are in the impact area upstream of landslide (does not differentiate houses from barns, sheds, etc.). Aerial photos from 2023 were utilized to update building footprint data to document new construction after February 2023 tax information basis.

CATEGORY 2 – 84 Parcels with no structures upstream of landslide (Nonstructural Impacts)

CATEGORY 3 – 147 Parcels downstream of landslide that may lose access (Indirect Impacts)

These parcel numbers include those noted in GIS as Public/County/or State Lands, however they have still been categorized.

THE FULL LIST HAS BEEN CREATED BUT IS NOT PROVIDED IN THIS DRAFT

IMPACT MAPS ARE DRAFTED (SEE ATTACHED)

Media Community Contacts – Information and messaging

Slope Failure Removal

The BCHD shall take immediate action to coordinate the removal of the materials restricting the flow of water and to reopen all roadways as conditions allow. **(A determination of liability and assignment of cost recovery remains to be discussed.)**

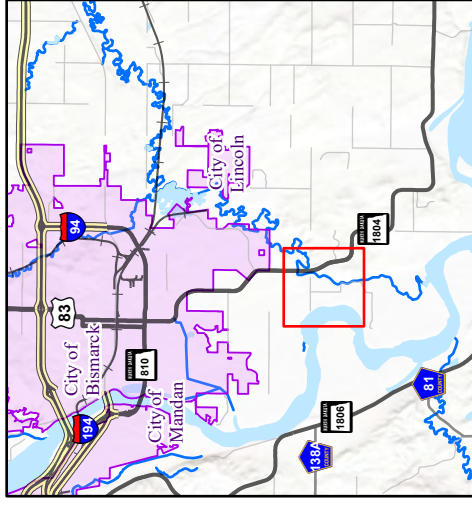
Agency Sign Off Accepting the Terms of this EAP?

Other Components

No cost assignments determined at this stage of the process. This may or may not fall under emergency provisions at the time.



Apple Creek Bank Slough Emergency Action Plan



Potential High Risk Flooding
Area

Parcel Boundaries

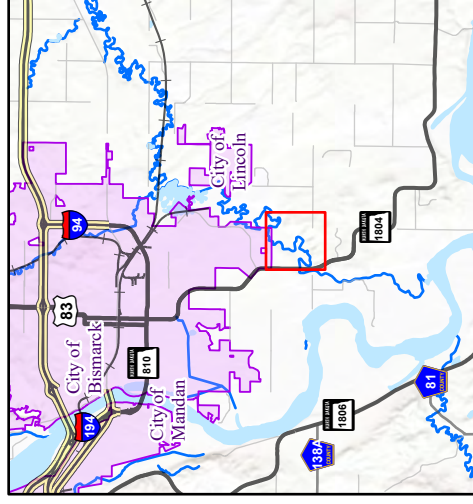


Apple Creek Bank Slough Emergency Action Plan
Burleigh County, ND

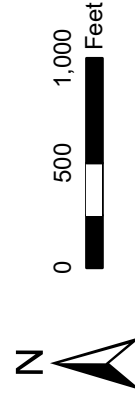
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Apple Creek Bank Slough Emergency Action Plan

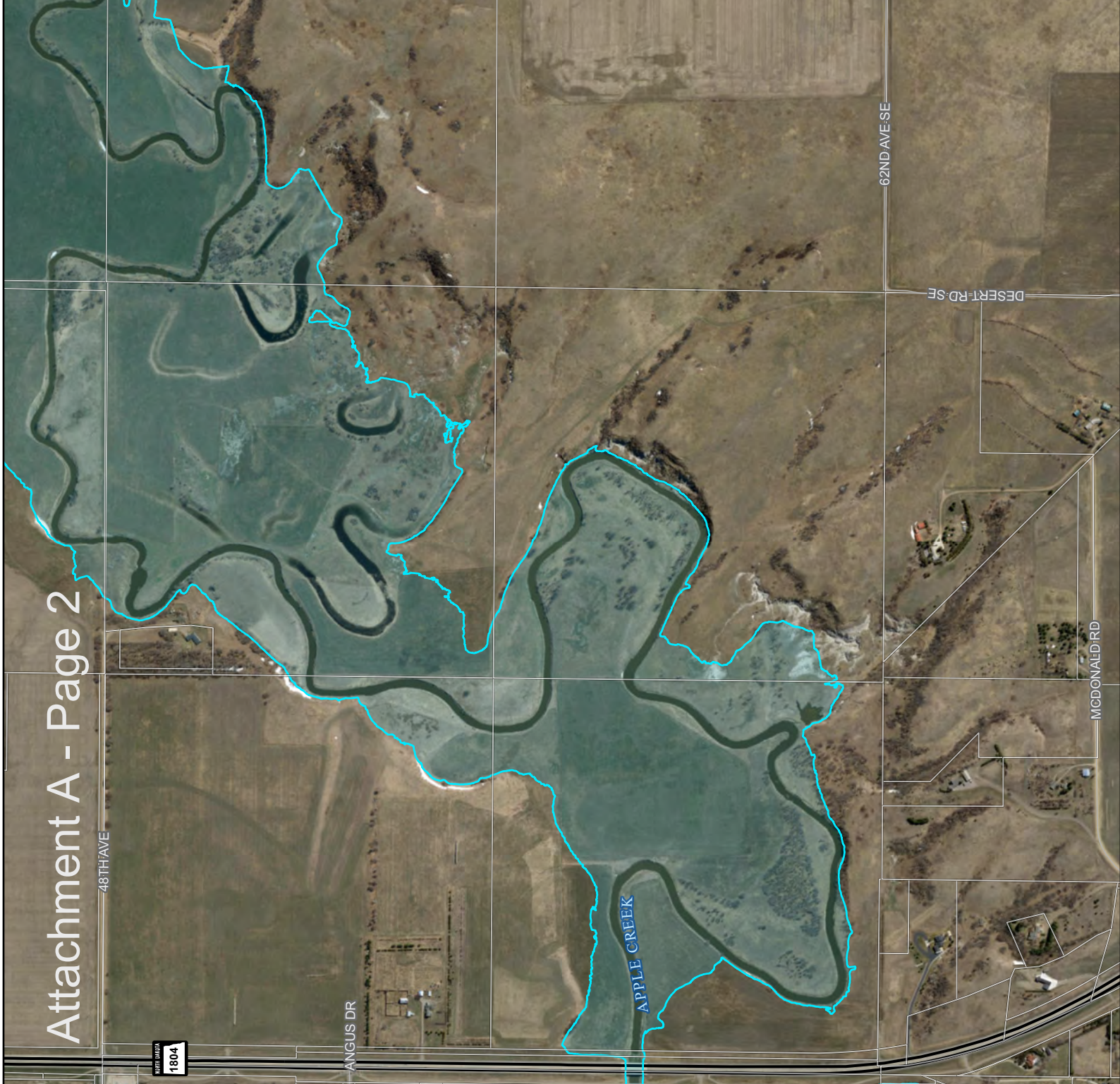


- Potential High Risk Flooding Area
- Parcel Boundaries



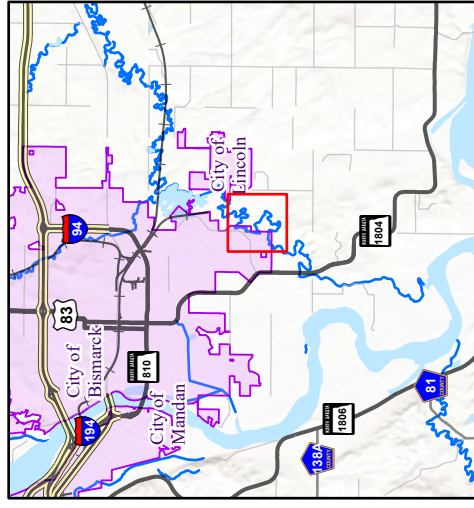
Apple Creek Bank Slough Emergency Action Plan
Burleigh County, ND

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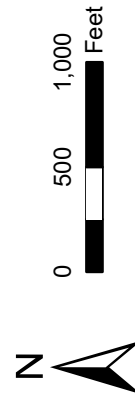




Apple Creek Bank Slough Emergency Action Plan

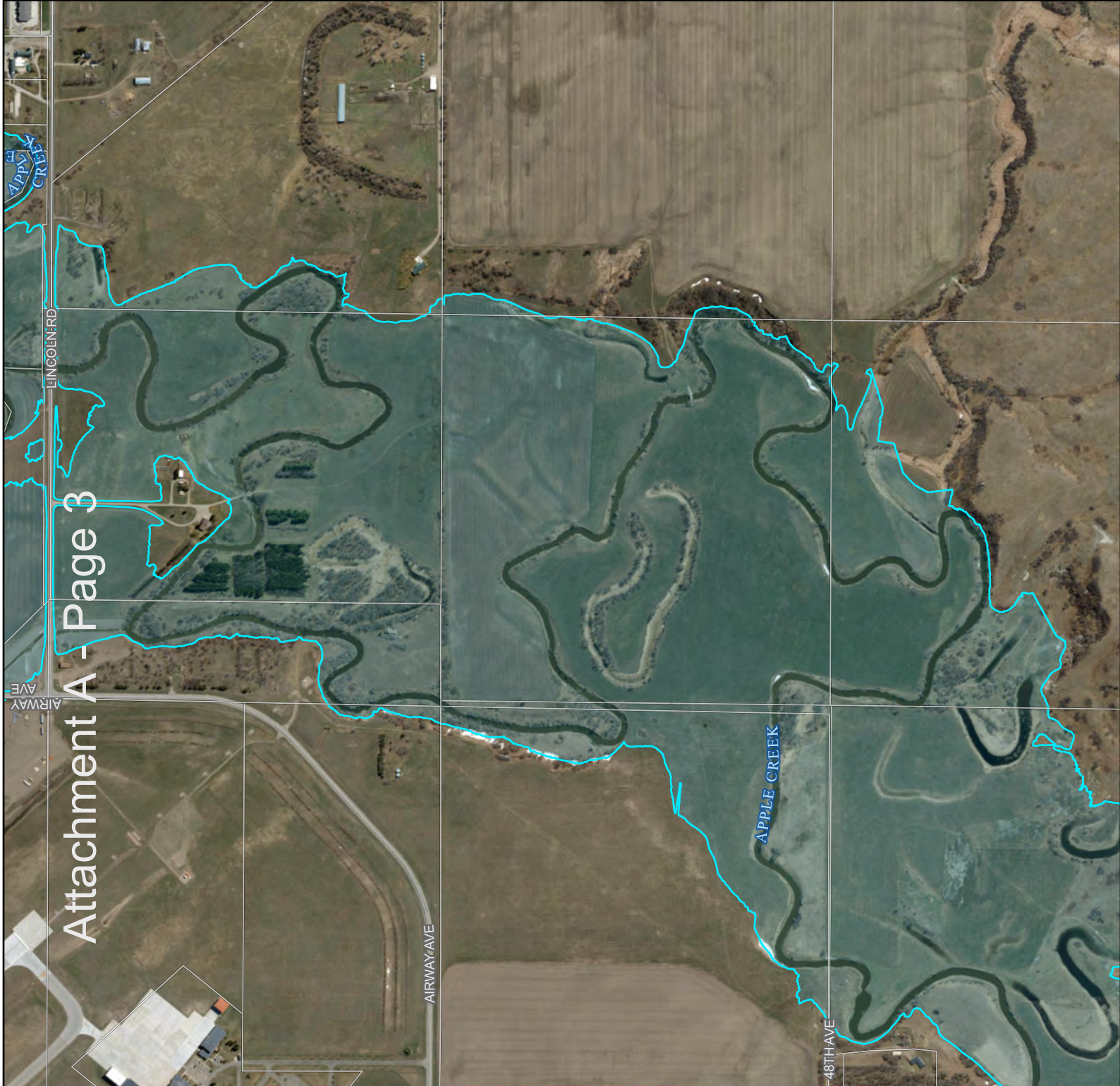


- Potential High Risk Flooding Area
- Parcel Boundaries



Apple Creek Bank Slough Emergency Action Plan
Burleigh County, ND

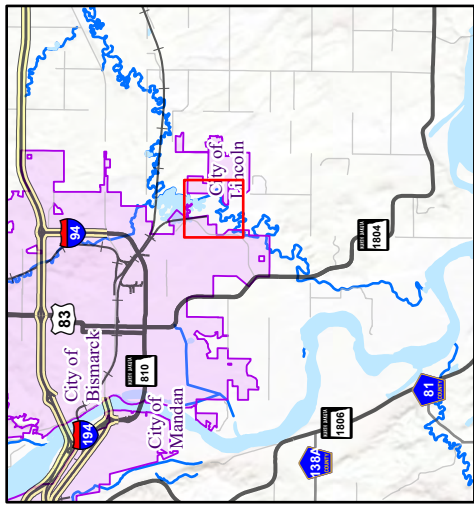
Scale: AS SHOWN	Drawn by: MLO	Checked by: ANN	Project No.: 6296-0026	Date: 9/18/2024	Sheet: 2 of 4
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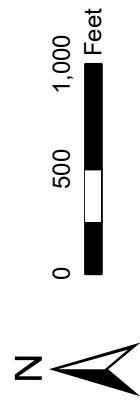
Attachment A - Page 3



Apple Creek Bank Slough Emergency Action Plan



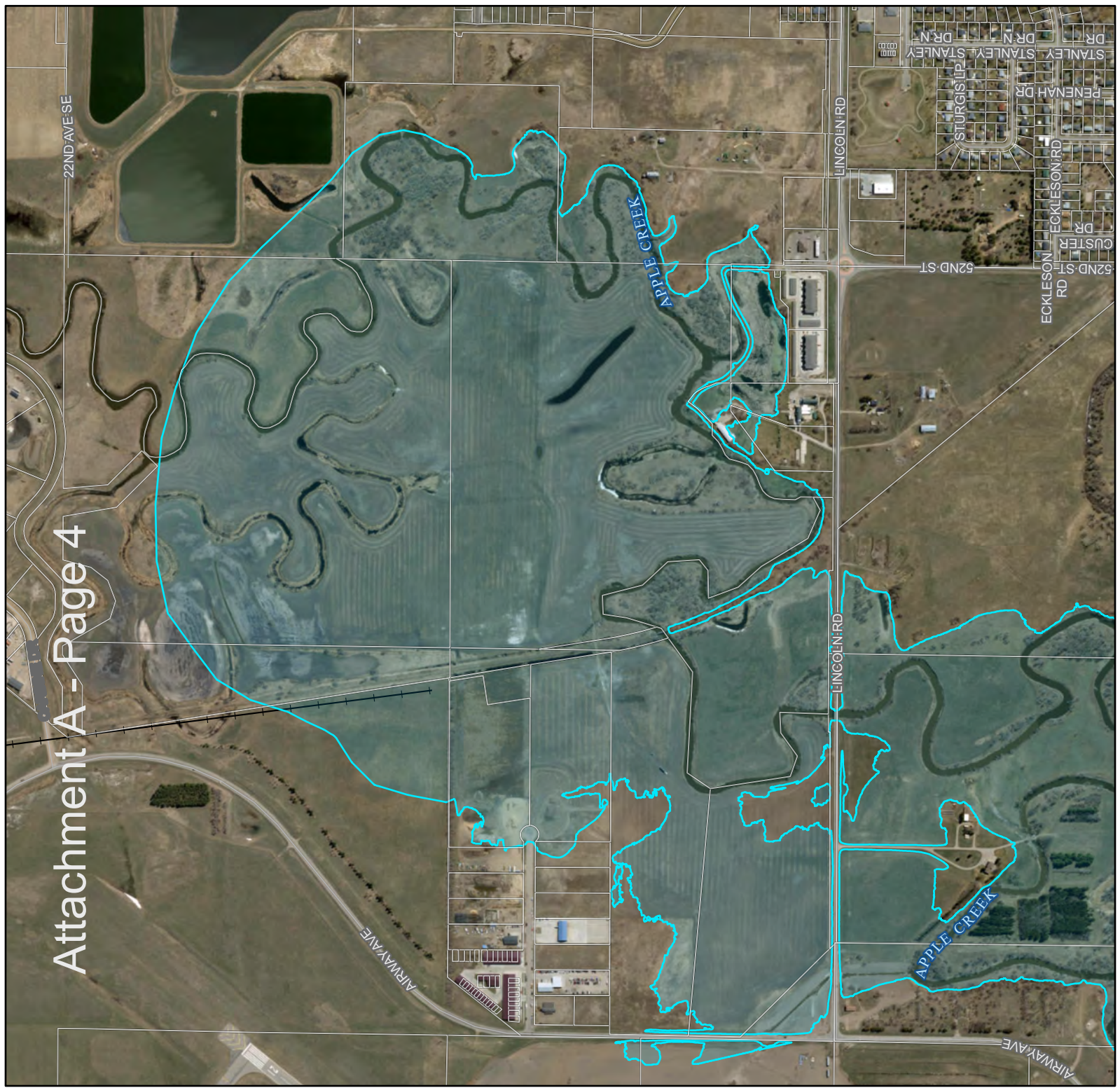
- Potential High Risk Flooding Area
- Parcel Boundaries



Apple Creek Bank Slough Emergency Action Plan
Burleigh County, ND

Scale: AS SHOWN	Drawn by: MLO	Checked by: ANN	Project No.: 6296-0026	Date: 9/18/2024	Sheet: 1 of 4
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HI HOUSTON
engineering, inc.



October 29, 2024

Proposal QTB205785

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

Re: Proposal for a Geotechnical Evaluation
Apple Creek Slope Stabilization
Sibley Drive
Burleigh County, North Dakota

Dear Mr. Landenberger:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the landslide on Apple Creek. For this project, we are working with BGC Engineering, who will be performing the slope stability evaluations of this site. Their proposal is attached.

Project Information

Please see the attached proposal from BGC Engineering for a summary and description of the scope of work that will be performed to evaluate the cause and potential mitigation methods for the Apple Creek Landslide. They will work as our subconsultant for this project. We will pass their cost through without markup.

We understand that Burleigh County may apply for a grant through several agencies to assist with funding the design and construction of this project. We anticipate that portions of our work may be authorized to begin monitoring as soon as practical, but that the complete geotechnical evaluation may not be authorized until the spring of 2025.

Purpose

The purpose of our geotechnical evaluation will be to support BGC during their reconnaissance and evaluations, characterize subsurface geologic conditions at selected exploration locations, and monitor the instrumentation installed.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services. Our work will correspond to supporting the 4 principal tasks described in BGC's proposal.

Task 1 – Site Reconnaissance and Monitoring

During BGC's site visit, we will provide a staff engineer with a Trimble Catalyst GPS receiver configured to record horizontal and vertical positions of features to centimeter accuracy. We will also use our Unmanned Aerial Vehicle to obtain an orthophoto image of the site and a 3D model for subsequent slope stability evaluations. We will provide our observations in a CAD file for use in BGC's plan and analysis.

We will stake prospective subsurface exploration locations, as selected by BGC, by taking the aerial imagery or site plan provided and overlaying it into our GIS. We will extract the latitude and longitude of boring locations from the program and enter them into our Trimble Catalyst GPS receiver.

We will obtain surface elevations at the boring locations using our Trimble Catalyst GPS receiver and report elevations relative to the WGS 84 datum.

Task 2 - Investigation

Braun Intertec will drill two borings, install instrumentation, perform laboratory tests, and monitor the equipment as follows:

Site Access

Based on a site visit, the site will require an all-terrain vehicle (ATV) drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Utility Clearance

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

If you, or your authorized representative, cannot locate underground objects or private utilities that are suspected or known to exist, we can retain a private locate company for an additional fee. Fees charged will include 1.15x the subcontractor fee and additional time from our staff to coordinate the work on site. If performed, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. We will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, we reserve the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Permits

Prior to commencing with field work, we assume others will obtain permits or written permission from property owners for proposed explorations located outside of the public right-of-way.

Penetration Test Borings

We propose to drill two standard penetration test (SPT) borings for the project. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 20 feet, and at 5-foot intervals to a depth of 100 feet. We anticipate the borings will be on the eastern side of Apple Creek in the hummocky area.

We have also made provisions to obtain 6 thin-walled tube samples of the soils encountered for laboratory testing.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs. We anticipate drilling with mud rotary techniques, so subsequent groundwater measurements may not be possible.

Instrumentation

We will install 3.34-inch-diameter (largest available) slope inclinometer casing into each boring at completion. We will attach 2 vibrating wire piezometers at depths to be determined. The casing and vibrating wires will be grouted in place.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we have budgeted to perform the following laboratory tests.

Table 1. Laboratory Tests

Test Name	ASTM Test Method	Purpose
Moisture content	D2216	Soil classification, moisture condition, and engineering properties
Moisture content and unit weight	D7263	Wet and dry unit weight for use in settlement and bearing capacity analyses
Atterberg limits	D4318	Soil plasticity, shrink/swell potential, engineering parameters, suitability of soils for reuse
Percent passing #200 sieve	D1140	Soil classification, and evaluate frost susceptibility
Unconfined compression	D2166	Evaluate undrained shear strength for bearing capacity, settlement, and lateral pressure evaluations
Consolidated-undrained triaxial shear strength with Pore Pressure Measurements	D4747	Evaluate effective strength parameters for slope stability evaluations

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

Monitoring

We will return to the site within 3 days of installing the slope inclinometers and vibrating wire piezometers for an initial, baseline reading. We will return to the site within a week to detect movement and plan subsequent readings. We have included a total of 4 readings to monitor slope movement and piezometric levels. During each visit, we will obtain an aerial image of the site with our UAV.

Task 3. Collaboration

Our principal engineers will work closely with BGC to support them during their geotechnical analyses, and will assist in the preparation of a final report with our boring logs, aerial images, laboratory test results, monitoring results and participate in up to two team meetings.

Task 4. Photogrammetry Change Detection Support

We have obtained periodic aerial images of the site since May 2025 that may be used by BGC Engineering. We intend to work with BGC to provide the information in a format that they can use.

Schedule

We anticipate performing our work according to BGC's schedule.

Fees

We will furnish the services described in this proposal for an estimated fee of \$67,124. This is in addition to BGC's estimated fee for a total estimated cost of \$179,500.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

Additional Services

Our fees do not include potential costs due to the need for snow plowing, towing, stand-by time, or work that is not included in the above Scope of Services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of \$479 per hour.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We will provide our services under the terms of the attached agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Wes Dickhut at 701.934.1618.

Sincerely,

BRAUN INTERTEC CORPORATION



Charles (Wes) Dickhut, PE
Associate Director, Principal Engineer



Steven P. Nagle, PE
Vice President, Principal Engineer

Attachments:
Agreement

c: Michael Gunsch, PE, Houston Engineering, Inc.

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

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB205785

Apple Creek Landslide

Client:

Burleigh County Water Resource District
James Landenberger
PO Box 1255
Bismarck, ND 58502
(701) 222-3499

Work Site Address:

Sibley Drive
Burleigh County, ND

Service Description:

Geotechnical Evaluation

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Geotechnical Evaluation				
Activity 1.1	Task 1 - Site Visit Assistance				\$2,521.00
3758	UAV Quadcopter	1.00	Each	150.00	\$150.00
1871	GEO Trip Charge	1.00	Each	25.00	\$25.00
371	GIS/CAD Specialist II	2.00	Hour	128.00	\$256.00
5905	Trimble Catalyst GPS, per day	1.00	Each	250.00	\$250.00
118	Staff Engineer	10.00	Hour	184.00	\$1,840.00
Phase 1 Total:					\$2,521.00

Phase 2	Investigation Plan				
Activity 2.1	Task2 - Investigation/Drilling				\$40,947.00
9100	Flotation Tire Drill Rig and Crew, per hour	50.00	Each	479.00	\$23,950.00
118	Staff Engineer	30.00	Hour	184.00	\$5,520.00
1022	Thin-walled sample tubes (ASTM D 15 87), each	6.00	Each	39.00	\$234.00
1863	Per diem	4.00	Each	400.00	\$1,600.00
205	Site layout and utility clearance	2.00	Hour	184.00	\$368.00
1862	UTIL Trip Charge	3.00	Each	25.00	\$75.00
9716	Well Screen - 2" PVC, per foot	200.00	Each	25.00	\$5,000.00
9732	Grout with neat cement, materials per foot	200.00	Each	11.00	\$2,200.00
9716	Well Screen - 2" PVC, per foot	4.00	Each	500.00	\$2,000.00
Activity 2.2	Geotechnical Soil Tests				\$7,044.00
1152	Moisture content, per sample	40.00	Each	28.00	\$1,120.00
1156	Atterberg Limits LL and PL, Single-Point, per sample	8.00	Each	150.00	\$1,200.00
1166	Loss by Washing Through #200 Sieve, per sample	8.00	Each	101.00	\$808.00
1210	Consolidated-Drained Triax testing (includes pore-pressure measurements), (ASTM D4767), per sample	2.00	Each	1,700.00	\$3,400.00
138	Project Assistant	4.00	Hour	129.00	\$516.00
Activity 2.3	Inclinometer Monitoring				\$5,360.00
118	Staff Engineer	16.00	Hour	184.00	\$2,944.00
126	Project Engineer	4.00	Hour	229.00	\$916.00
1871	GEO Trip Charge	4.00	Each	25.00	\$100.00
4911	Inclinometer Equipment	4.00	Each	200.00	\$800.00
3758	UAV Quadcopter	4.00	Each	150.00	\$600.00
Phase 2 Total:					\$53,351.00

Phase 3	Collaboration				
Activity 3.1	Collaboration				\$9,180.00

Project Proposal

QTB205785

Apple Creek Landslide

130	Principal Engineer	30.00	Hour	306.00	\$9,180.00
				Phase 3 Total:	\$9,180.00

Phase 4		Photogrammatry Support			
Activity 4.1	Photogrammatry Support				\$2,072.00
118	Staff Engineer	5.00	Hour	184.00	\$920.00
125	Project Control Specialist	3.00	Hour	184.00	\$552.00
3758	UAV Quadcopter	4.00	Each	150.00	\$600.00
				Phase 4 Total:	\$2,072.00

Proposal Total:	\$67,124.00
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October 24, 2024

Proposal P24392R1

Braun Intertec Corporation
2908 Morrison Avenue
Bismarck, ND 58504

Attention: Wes Dickhut, Principal Engineer

Apple Creek Slope Stabilization, Burleigh County, North Dakota

1.0 INTRODUCTION

BGC Engineering USA Inc. (BGC) is pleased to provide Braun Intertec Corporation with the following proposal for investigation planning, monitoring support, analysis, and mitigation conceptual design for the Apple Creek landslide located below the University of Mary, in Burleigh County, North Dakota. This proposal presents the proposed scope of work, methodology, key personnel, project team, schedule, and cost estimate for the project.

This work will be performed per the terms of BGC's Professional Service Agreement with Braun Intertec Corporation (Braun Intertec) having an effective date of June 01, 2024, attached in Appendix A.

2.0 BGC ENGINEERING

BGC Engineering is an international consulting firm that provides professional services in applied earth science. Founded in 1990, we provide professional services to address a broad spectrum of complex engineering and geoscience challenges. BGC delivers a full range of earth science consulting services including site investigations, design, permitting support, construction supervision and independent third-party reviews.

Our team, located in offices in North and South America, the Caribbean and Australia, works in collaboration with our clients to pioneer responsible solutions to complex earth sciences challenges in the Mining, Pipelines, Transportation, Communities, and Energy sectors.

BGC operates as one team with a focus on connection between people, sectors, disciplines, and offices across the globe to provide clients with innovative, common-sense solutions partnered with quality service. Our multi-disciplinary teams are composed of professionals with technical expertise in all areas of the applied earth sciences.

3.0 BACKGROUND AND PROJECT UNDERSTANDING

BGC's understanding of the project background is based on discussions during a meeting held on August 22, 2024, between BGC, the University of Mary, and Braun Intertec, a meeting held on October 17, 2024, with Burleigh County Emergency Management officials and Braun Intertec, documents provided to BGC by the University of Mary, and discussion with Wes Dickhut of Braun Intertec and Michael Gunsch of Houston Engineering.

The University of Mary sits on a bluff overlooking the Missouri River valley about 5 miles south of Bismarck, North Dakota. At this location, Apple Creek runs along the toe of the bluff along the eastern edge of the Missouri River valley. Sibley Drive, owned and maintained by Burleigh County, is located adjacent to Apple Creek on the side opposite of the University of Mary bluff. Landsliding has been observed on the slopes below the University of Mary campus for several decades, in addition to other slopes along the bluffs beyond the campus.

The University of Mary previously obtained a FEMA Grant to investigate, analyze, design and construct slope stabilization for an active landslide below the cemetery and other university infrastructure. Wenck Associates, Inc. (Wenck) completed a slope stability hazard investigation in 2015 and provided the Slope Stability Hazard Investigation: Final Report, dated November 9, 2016. This report identified the north end of the bluff adjacent to the North Campus Residence Hall (North Dormitory) and the south end of the bluff near the cemetery (and below Boniface West Hall) as having the greatest potential for damage with continued bluff movement. The report includes stabilization options, recommended mitigation, and cost estimates for these two areas. Mitigation construction for the northern landslide area below the North Campus Residence Hall was completed in 2020.

In 2022, the University of Mary contracted Barr Engineering Co. (Barr) to further investigate subsurface conditions and design mitigation for the southern landslide below Boniface West Hall and the cemetery. The project was referred to as Phase II Slope Stabilization in the project plans prepared by Barr, dated September 30, 2022. The Phase II Slope Stabilization project was constructed in 2023.

The University of Mary noted that landslide movement was observed throughout the mitigation construction, and they have observed movement post-construction that appears to be at a faster rate than prior to the start of construction. BGC's understanding is that all previously installed slope inclinometer casing has sheared and no longer readable with a slope inclinometer probe.

During the summer and fall of 2024, Burleigh County personnel observed erosion along the banks of Apple Creek below the landslide and adjacent to Sibley Drive resulting in loss of embankment material supporting the roadway and trees falling into the creek. As an emergency response fallen trees were removed from the creek and approximately 350 lineal feet of riprap was placed along the banks of Apple Creek below Sibley Drive. Houston Engineering completed a flood impact mapping analysis for a slope failure and a 10-year Apple Creek event and found that the flooding would impact a large area of private property and infrastructure. The Burleigh County Water Resources Department/Houston Engineering in collaboration with the Burleigh

County Highway Department, Burleigh County Emergency Manager, and North Dakota Department of Emergency Services began evaluating grant funding options for evaluation of the failure and associated risks.

4.0 SCOPE OF WORK AND METHODOLOGY

Based on discussions with Wes Dickhut and Micheal Gunsch and BGC's understanding of the project, BGC proposes the following Tasks. BGC understands that the priority for this project is stabilization of the ongoing landsliding adjacent to Apple Creek to protect private property and infrastructure during Apple Creek flood events. This scope of work does not include an independent technical review of the Barr Engineering slope stabilization design that was constructed in 2023.

4.1 Task 1 – Site Visit and Reconnaissance Mapping

A Senior level geotechnical engineer and an intermediate level engineering geologist will visit the site to perform a reconnaissance of the landslide. This will include mapping landslide features such as scarps, tension cracks, seeps, springs, ground movement into Apple Creek, and nearby infrastructure. This information will be used to develop a surficial geologic map and general understanding of the landslide and site conditions at the time of observation. The results of the reconnaissance will support other tasks, including subsurface investigation planning and building a geologic model of the site.

4.2 Task 2 – Investigation Plan

BGC will complete a review of existing subsurface information collected at the site (boreholes, slope inclinometer data, piezometer data, subsurface profiles) and publicly available data (geologic maps, lidar mapping, etc.). BGC will review existing subsurface information and the results of the geotechnical reconnaissance and make recommendations for additional subsurface investigation and instrumentation, as needed to support analysis and mitigation design.

The scope of the investigation plan will depend on the results of the geotechnical data review and site reconnaissance. For the cost estimating purposes we have assumed that the investigation plan will include two boreholes to a depth of 100 feet. Each borehole will have slope inclinometer casing to a depth of 100 feet and two vibrating wire piezometers grouted into the borehole. Instrumentation may include shape accel arrays (SAA) placed in the slope inclinometer casing and use of automated data acquisition system (ADAS) with telemetry to provide near-real time monitoring of landslide movement.

BGC will provide an investigation plan memorandum that will provide investigation locations, methods, equipment, and access routes, as needed to support any environmental permits. BGC assumes any environmental and/or access permits required for the drilling will be obtained by Braun Intertec or others.

BGC assumes the geotechnical investigation will be conducted by Braun Intertec, including drilling, borehole logging, instrumentation procurement, instrumentation installation, and instrumentation monitoring. This proposal does not include costs for SAA nor ADAS procurement and installation, but BGC can provide those services as needed.

4.3 Task 3 – Landslide Analysis and Conceptual Designs

BGC assumes the investigation and a minimum of two months of monitoring data will be collected prior to completing this task so that the newly collected data can be used to inform the design. BGC will utilize new and previously collected subsurface data from boring logs, slope inclinometers, piezometers, published geologic maps and site reconnaissance geologic mapping to develop a surface geologic map and 2D subsurface geologic model through the landslide. BGC will use the subsurface model to develop slope stability models through critical sections of the landslide.

BGC will perform 2D limit equilibrium slope stability analyses to evaluate the current conditions and develop conceptual design concepts that meet the objectives of Burleigh County. BGC will provide a minimum of two conceptual mitigation options, as feasible based on the site conditions. More options or criteria for a trigger response action plan (TARP) will be provided if feasible based on the analysis. A TARP is management tool that can guide interim actions in situations where slide movement is threatening county objectives before full mitigation can be realized. The design will be carried to a conceptual level that will be adequate to develop rough order of magnitude construction quantities and cost estimates. BGC will develop conceptual details for each option to support quantity take offs and cost estimates. BGC will provide a memorandum summarizing the analysis and conceptual design and include ROM quantities and costs.

This scope does not include development of construction drawings. A proposal and cost estimates for additional design work can be provided once a construction option is selected.

4.4 Task 4 – Photogrammetry Change Detection

University of Mary personnel collected 4 sets of aerial photogrammetry between May 14, 2024, and October 12, 2024. These data may be useful for understanding the landslide movement during the summer and fall of 2024, during a period when all other slope monitoring instrumentation at the site was no longer functional. BGC will perform three instances of change analysis on these data sets to determine relative movement compared to the first data set. BGC will only be able to perform the change analysis if the data is of sufficient quality. If the change analysis cannot be performed due to data quality.

The change analysis data will be delivered through a web-based, geo-spatial digital data management platform (Cambio Earth Systems) that can be accessed through the internet. This proposal includes full access to Cambio Earth Systems for 3 months. After the 3-month period, a subscription to the Cambio Platform can be purchased for a year at an additional cost of \$5,500.

In addition to LCD results being delivered in Cambio, the results can also be provided as geo-tiff files if requested, which can be loaded into a GIS system. The use of Cambio offers users the opportunity to examine the data without relying on others to produce figures. If instrumentation is installed with telemetry, Cambio can be used to review instrumentation data in near-real time.

5.0 KEY PERSONNEL

The project team will involve BGC personnel from the Golden, Colorado, office and will include the following Key Personnel. Additional expertise and input may be provided by BGC personnel as needed. BGC also reserves the right to adjust the project team as required.

Brian Collins, Technical Lead, Project Manager

Brian has over 24 years' experience in infrastructure design with expertise in landslide, debris flow, and erosion emergency response acquired through project experience. Brian strength is providing risk-based practical solutions to complex geotechnical problems. Brian's career includes design experience as an owner, a contractor, and as a consultant, including 10 years with the FHWA Western Federal Lands Highway Division, where he was also the Federal Lands Geotechnical Discipline Champion. Brian initiated and managed several research projects and developed and delivered training, presentations, and developed multiple professional publications on the deep patch landslide mitigation technology. Brian recently presented a case history of a horizontal drain landslide mitigation project constructed 7 years ago at the Deep Foundation Institute's 2024 Slope Support and Stabilization conference.

Mark Vessely, Technical Collaborator and Reviewer

Mark Vessely is geotechnical engineer who serves government and private infrastructure owners managing risk from geologic hazards across the western US and Canada. Mark has 30 years of experience across project types ranging from landslide investigation and risk mitigation, signature bridges and highway corridor improvements, and asset management. His current client work includes design for corridor rehabilitation and bridge projects in Yellowstone National Park and implementation of geohazard risk mitigation and retaining wall asset management for Colorado and Montana Departments of Transportation. Mark has led studies directed at the current state of practice for geotechnical instrumentation and monitoring of unstable slopes and probabilistic frameworks for assessing how changing climate conditions influence risk to infrastructure from geohazards.

Scott Anderson, Corporate Oversight

Scott is a Principal Geotechnical Engineer with geotechnical design and construction experience in the transportation, water resources, mining, and pipeline industries. His 40 years of experience include earthwork, retaining structure and foundation design and construction, and ground modification techniques. He is experienced with remote sensing, geophysical and drilling site characterization, and the determination of soil and rock properties and design

parameters. He has provided forensic services, oversight and review of design and construction, as well as contributed to research and deployment of training and new technology in areas such as site characterization and slope and foundation design. Throughout his 40 years of experience and including his graduate work in geology and engineering, Scott has had a particular focus on landslides and slope stability. He is based in the western US and has projects around the world.

6.0 SCHEDULE

BGC proposes the following schedule based on an assumed contract notification to proceed date of November 4, 2024. Actual start and finish dates will be adjusted based on the date the contract is signed by both parties. For schedule estimating purposes, BGC assumed that drilling and instrumentation installation would be completed in December 2024.

Activity	Start Date	Duration	Finish Date
Task 1 – Site Visit	11/4/24	2 weeks	11/18/24
Task 2 – Investigation Plan	11/18/24	2 weeks	12/2/24
Task 3 – Landslide Analysis & Design	1/6/25	12 weeks	3/31/25
Task 4 – Slope Stabilization Design Review	1/6/25	16 weeks	4/28/25
Task 5 – Photogrammetry Change Detection	11/4/24	2 weeks	11/18/24

7.0 COST ESTIMATE

Table 1 (appended) presents an approximate distribution of the budget and BGC’s hourly rates for the tasks outlined in this proposal. The total cost for this scope of work is estimated to be **\$112,518** USD. The estimate uses BGC 2024 rates.

BGC 2025 rates will become effective on January 1, 2025, and the new rates will be used on invoices after that date. The cost estimate includes a 2% contingency to cover 2025 rate increases.

Every effort will be made to stay within this budget both on a task-by-task and overall project basis. The budget will not be exceeded without prior written approval from Braun Intertec. This cost is based on the estimated hours required to complete the work and is not a lump sum. Any hours above or below the estimate will be added or subtracted at the rates provided. The cost estimate shown in Table 1 is valid until December 31, 2024. All disbursements will be charged at cost (no mark-up). Third-party and subcontractor fees will be marked up by 10%. Billing will be

monthly, usually on the tenth day of the month following the period in which the costs were incurred.

This work will be performed per the terms of BGC's Professional Service Agreement with Braun Intertec Corporation (Braun Intertec) having an effective date of June 01, 2024, attached in Appendix A. BGC Standard Rates for 2024 and 2025 are attached as Appendix B.

8.0 ASSUMPTIONS AND ADDITIONAL CONSIDERATIONS

The following assumptions and considerations were used to develop this proposal.

- This scope of work does not include performing subsurface investigations, procuring or installing instrumentation, or laboratory testing. BGC assumes these tasks will be performed by Braun Intertec.
- Several areas of active landsliding have previously been identified in the bluffs below the University of Mary campus. BGC's scope of work is limited to the southern area of landsliding below the University of Mary cemetery and Boniface West Hall extending downslope towards Apple Creek and Sibley Drive.
- BGC will utilize available topographic data in limit equilibrium slope stability modeling.

9.0 CLOSURE

The information presented in this proposal is proprietary and was prepared and submitted in confidence solely for consideration by Braun Intertec Corporation. The contents of this proposal document are not to be communicated, disclosed, duplicated, or distributed in whole or in part to anyone or any organization outside of BGC by Braun Intertec Corporation without the express written permission of BGC.

We trust the above satisfies your requirements at this time. Should you have any questions or comments, please do not hesitate to contact us.

Yours sincerely,

BGC Engineering USA Inc.
per:

A handwritten signature in blue ink that reads "B. Collins". The signature is written in a cursive, flowing style.

Brian Collins, PE
Senior Geotechnical Engineer

BC/MV/sa

Attachment(s): Table 1. Cost Estimate
Appendix A Professional Services Agreement
Appendix B Standard Rates

TABLE 1 - COST ESTIMATE (BGC 2024 RATES - USD).

Expense	Principal Geotechnical Engineer III	Principal Geotechnical Engineer II	Senior Geotechnical Engineer or Geologist II	Intermediate Geotechnical Engineer or Geologist II	Intermediate Geotechnical Engineer or Geologist I	Junior Geotechnical Engineer or Geologist II	Geomatics (GIS/CAD) III	Admin Support	Total Hours Per Task	Total LaborCost Per Task	Total Hours Per Task	Total LaborCost Per Task	Disbursements
	\$374.00	\$353.00	\$273.00	\$200.00	\$185.00	\$165.00	\$157.00	\$80.00					
Task 00 - Project Management	4	4	24	0	0	0	0	0					
Project setup - accounting, document management			8						8	\$2,184.00	32	\$9,460.00	
Invoices			6					6	\$1,638.00				
Meetings	4	4	10					18	\$5,638.00				
								0	\$0.00				
Task 01 - Site Visit	0	0	26	0	30	0	4	0					
Trip prep			2		6		4		12	\$2,284.00	60	\$13,276.00	
Site visit			24		24			48	\$10,992.00	\$ 3,198.00			
								0	\$0.00				
Task 02 - Investigation Plan	3	6	24	32	0	0	16	0					
Review existing subsurface data and mapping	2	4	16	16					38	\$9,728.00	81	\$18,704.00	
Develop Plan			4	8				12	\$2,692.00				
Memorandum	1	2	4	8			16	31	\$6,284.00				
								0	\$0.00				
Task 03 - Landslide Analysis and Conceptual Designs	12	17	50	68	84	4	30	0					
Subsurface model	1	1	2	8	16				28	\$5,833.00	265	\$58,649.00	
2D limit equilibrium modeling - analyze current conditions	1	1	4	20		4		30	\$6,479.00				
2D limit equilibrium modeling - conceptual designs	4	4	10	40				58	\$13,638.00				
Conceptual drawings	1	1	10		8		30	50	\$9,647.00				
Quantities and cost estimates	1	2	4		20			27	\$5,872.00				
Summary Memorandum	4	8	20		40			72	\$17,180.00				
								0	\$0.00				
Task 04 - Photogrammetry Change Detection	0	0	1	0	0	0	0	0					
Change analysis - 3 instances from 4 photogrammetry data sets			1						1	\$273.00	1	\$273.00	\$ 6,950.00
									0	\$0.00			
Total Hours	19	27	125	100	114	4	50	0					
Toal Cost	\$ 7,106.00	\$ 9,531.00	\$ 34,125.00	\$ 20,000.00	\$ 21,090.00	\$ 660.00	\$ 7,850.00	\$ -					

Labor Total \$ 100,362.00
 Labor Contingency \$ 2,007.24
 Disbursements Total \$ 10,148.00
TOTAL \$ 112,517.24

APPENDIX A

PROFESSIONAL SERVICES AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT**, effective June 01, 2024, is entered into by and between:

Braun Intertec Corporation ("**Consultant**"), a Minnesota corporation, whose address is:

11001 Hampshire Avenue S
Minneapolis, MN 55438
USA

AND:

BGC Engineering USA Inc. ("BGC"), a Delaware corporation, whose address is:

600 12th Street, Suite 300
Golden, CO 80401
USA

RECITALS

- A. Consultant desires BGC to provide Consultant certain Services, and BGC desires to provide Consultant those Services.
- B. The Parties entered into this Agreement to establish the terms and conditions that govern all Services BGC provides Consultant.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

DEFINITIONS

When capitalized and used in this Agreement, the following terms have the following meanings:

"Affiliate" means, with respect to a Party, any entity that is a direct or indirect parent or subsidiary of such Party, or that directly or indirectly: (i) owns or controls such Party, (ii) is owned or controlled by such Party, or (iii) is under common ownership or control with such Party. In this definition, "control" means the power to direct the management or policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

"Agreement" means this Professional Services Agreement and any other documents attached hereto or incorporated herein.

"BGC" has the meaning specified in the preamble of this Agreement.

"BGC Group" means BGC, BGC's Affiliates, BGC's subcontractors, BGC's sub-consultants, and each of the foregoing Persons' respective Personnel.

"Claim" means any claim, action, demand, proceeding, lawsuit, or cause of action.

"Consultant" has the meaning specified in the preamble of this Agreement.

"Confidential Information" means any non-public information pertaining to a Party's business, operations, Intellectual Property, billing rates, customers, or other affairs. **"Confidential Information"** includes any information a Party discloses on an expressly confidential basis. The following are not Confidential Information:

- a. information in the public domain (unless due to a breach of this Agreement's confidentiality requirements by a Party, its Affiliate, or their respective Personnel);
- b. information that was in the Receiving Party's possession without any obligation of confidentiality, prior to receipt thereof from the Disclosing Party;
- c. information received on a non-confidential basis from a Third Party entitled to disclose it on a non-confidential basis; or
- d. information a Party can prove it independently developed.

"Deliverables" means any reports, drawings, graphic representations, specifications, or other documents which BGC prepares and delivers to Consultant as part of the Services.

"Disclosing Party" means a Party that discloses Confidential Information to the other Party or to such other Party's Personnel.

"Environment" means all parts of the Earth, including: (a) all layers of Earth's atmosphere, land, and water; and (b) all personal property and improvements to real property within, upon, under, or over any part of the Earth.

"Environmental Pollution" means any contamination of the Environment by pollution, hazardous materials, contaminants, or other toxic or harmful substances.

"Force Majeure" means an event or circumstance (other than lack of finances) beyond a Party's reasonable control, which halts or materially hinders the Party's operations or performance. Examples of Force Majeure events include strikes, riots, floods, fires, earthquakes, natural disasters, severe weather, epidemics, pandemics, acts of God or a public enemy, war (whether or not declared), cyberattacks, acts of terrorism, unavailability of transportation or materials, or an act or order of a court or governmental authority affecting performance.

"Intellectual Property" means intellectual property or industrial property of any kind, including ideas, inventions, devices, products, machines, methods, techniques, processes, computer programs, algorithms, code, software, databases, and trade secrets.

"IP Rights" means any registered or unregistered rights anywhere in the world granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, service mark, industrial design registration, trade secret law, database protection law, or other means for protecting Intellectual Property.

"Loss" means any loss (including property loss or damage), liability, injury, damage, damages award, arbitration award, judgment, penalty, fine, cost, or expense (including legal fees). For greater certainty, **"Losses"** also means any one or more of the foregoing forms of Loss.

"Notes" means any calculations, boring logs, field notes, field data, estimates, numerical models, documents, or rough drafts of Deliverables, which in either case BGC elects to not provide Consultant.

"Party" means either BGC or Consultant, as applicable. **"Parties"** means both BGC and Consultant.

"Person" means any individual, firm, corporation, limited liability company, partnership, trust, joint venture, government entity, or other entity, as the context requires.

"Personnel" means current, former, and future directors, officers, employees, agents, and representatives.

"Pre-Existing Site Conditions" means the condition of all structures (including buildings, tailings storage facilities, dams, berms, slopes, containment dykes, impoundments, and earthworks) and Environment on the Project site before BGC provided Services.

"Project" means the project for which BGC provides Services. BGC may provide Services for multiple different Projects under this Agreement.

"Receiving Party" means a Party that receives Confidential Information from the other Party or such other Party's Personnel.

"Scope of Services Document" means the document(s) summarizing the scope of Services BGC agrees to provide Consultant.

"Services" means any services or work BGC provides Consultant under this Agreement. When applicable, **"Services"** also includes the provision of goods or materials by BGC to Consultant.

"Third Party" means any Person other than Consultant, an Affiliate of Consultant, or a BGC Group member.

"Unknown Conditions" means subsurface conditions or other concealed physical conditions that are unknown to BGC, including conditions which differ from either: (a) those described to BGC by Consultant or Consultant's Personnel; or (b) those identified in graphic representations, reports, or other documents provided to BGC by Consultant or Consultant's Personnel.

Other terms are defined throughout this Agreement by enclosing the defined term in parentheses and quotation marks after a definition of the term, as follows: ("Defined Term").

1 THE SERVICES

- 1.1 The Scope of Services Document is attached hereto as Exhibit A, and is incorporated herein by reference.
- 1.2 The Parties must agree in writing on the scope of any additional Services BGC provides Consultant. Any such written confirmation of additional Services shall form part of the Scope of Services Document.
- 1.3 Time is of importance, and BGC will perform the Services as expeditiously as is consistent with the professional care, skill, and orderly progress of the Project.

2 INTERPRETATION

- 2.1 If there is any conflict or inconsistency between the Scope of Services Document and the provisions of this Professional Services Agreement, then the provisions of this Professional Services Agreement shall take precedence, unless the Parties specifically agree otherwise in writing.
- 2.2 This Agreement is divided into numbered Articles (e.g., this Article 2 is identified as "Interpretation"). Articles are further divided into numbered Sections (e.g., this Section is Section 2.2).
- 2.3 In this Agreement:
- (a) the singular includes the plural, and vice versa, unless the context requires otherwise;
 - (b) "including" means "including without limitation";
 - (c) references to "herein," "hereunder," "hereto," and similar terms refer to the Agreement as a whole, and not to any particular Article or Section of the Agreement; and
 - (d) all headings herein are for convenience only, and will not be used to interpret this Agreement.

3 AGREEMENT SCOPE

- 3.1 This Agreement governs all Services BGC provides Consultant.
- 3.2 This Agreement remains effective and binding on the Parties until either Party terminates this Agreement by giving the required written notice to the other Party.

4 STANDARD OF CARE

- 4.1 BGC will endeavor to provide the Services in a manner consistent with the degree of care and skill ordinarily exercised by other members of BGC's profession currently practicing under similar circumstances.
- 4.2 No express, statutory, or implied warranty applies to the Services or any Deliverables. BGC expressly disclaims all statutory and implied warranties, including warranties of merchantability or fitness for purpose. BGC does not guarantee any particular result from the Services.

- 4.3 Any goods BGC provides Consultant are provided on an "as is" basis, with no express or implied warranty from BGC. Upon Consultant's request, BGC will make reasonable effort to transfer to Consultant any available warranty provided by the manufacturer of such goods.

5 COMPENSATION

- 5.1 Consultant agrees to pay BGC for the Services in accordance with BGC's billing rate schedule, which is either included in the Scope of Services Document or attached hereto as an exhibit. All charges are payable in U.S. Dollars (USD). BGC may increase its billing rates once per calendar year, effective upon thirty (30) days advance written notice to Consultant.
- 5.2 Notwithstanding Section 5.1, BGC's normal billing rate schedule contained herein does not apply to any Services BGC provides Consultant related to a Claim or dispute between Consultant and a Third Party (including expert witness Services and Services related to mediation, depositions, arbitration, or litigation). Unless the Parties agree otherwise in writing, Consultant shall pay BGC for such dispute-related Services at double the rates contained in BGC's normal billing rate schedule.
- 5.3 Consultant agrees to reimburse BGC for all expenses BGC incurs for the Services. BGC agrees to obtain Consultant's prior approval before incurring such expenses. BGC may only charge Consultant a markup on expenses with Consultant's prior written approval.
- 5.4 Consultant shall pay for any applicable sales tax, value-added tax (including GST and HST), withholding, and other transactional tax related to the Services. Such taxes are payable in addition to amounts charged at BGC's billing rates.
- 5.5 Consultant must pay BGC for each invoice within thirty (30) days after receiving the invoice, without any holdback or deduction. BGC may charge Consultant interest at the rate of 1.0% per month (12% per annum) on any past due amounts. Consultant must reimburse BGC for any costs (including reasonable legal fees) BGC incurs to collect past due amounts from Consultant. BGC may suspend the Services if payment from Consultant for any undisputed invoice is more than thirty (30) days past due.

6 SUB-CONSULTANTS/SUBCONTRACTORS

- 6.1 With Consultant's prior approval, BGC may engage sub-consultants or subcontractors to assist with the Services. Consultant shall pay BGC for all amounts billed to BGC by such sub-consultants and subcontractors. BGC may only charge Consultant a markup on subcontractor invoices with Consultant's prior written approval.
- 6.2 If any subcontractor or sub-consultant withdraws or is dismissed, then BGC may select a qualified replacement. Consultant may object to such proposed replacement within five (5) days after being advised of the replacement, whereupon BGC may select another replacement. If Consultant does not object within five (5) days of being advised of a replacement, the replacement will be deemed acceptable to Consultant.

7 RIGHT OF ENTRY AND PROJECT INFORMATION

- 7.1 Consultant shall permit, or obtain permission for, BGC Group to enter onto and pass over all properties to which access is necessary for the Services.
- 7.2 Consultant shall promptly provide BGC all available documents and information relevant to the Services. Unless the Parties agree otherwise in writing: (a) BGC is entitled to assume that all information and documents BGC receives from Consultant or Consultant's Personnel are accurate, complete, and reliable; and (b) BGC is not required to independently verify such information or documents. Consultant must immediately notify BGC if any such information changes or is discovered to be incomplete or unreliable.
- 7.3 BGC shall not be liable for any incorrect advice, judgment, or decision which is based, in whole or in part, on incomplete or inaccurate documents or information BGC receives from Consultant or Consultant's Designated Representative, who has been authorized to act on Consultant's behalf to perform daily management responsibilities and to bind Consultant. Consultant's Designated Representative shall be available at reasonable times during the term of the Project to coordinate provision of the Services, answer questions, and respond to problems or complaints. Consultant shall indemnify and hold harmless BGC Group from and against any Claim or Loss arising, in whole or in part, due to any use of inaccurate, incomplete, or unreliable documents or information BGC received from Consultant or Consultant's Designated Representative.
- 7.4 Except to the extent BGC agrees otherwise in the Scope of Services Document, Consultant must promptly arrange for the identification and marking of all utilities and subterranean structures on the Project site. BGC will not be responsible for damage to utilities or subterranean structures that are not called to BGC's attention, are incorrectly marked by Consultant or Consultant's Personnel, or are incorrectly shown on plans furnished to BGC. If any proposed work locations may interfere with underground facilities in BGC's opinion, BGC will notify the Consultant's Designated Representative and an alternative location or work method will be selected.

8 INTELLECTUAL PROPERTY, DELIVERABLES, AND CHANGE ORDERS

8.1 Intellectual Property

- 8.1.1 BGC shall retain sole and exclusive ownership of all right, title, and interest (including all IP Rights) in and to all Intellectual Property that BGC creates, conceives of, or reduces to practice during or as a result of the Services. BGC also retains sole and exclusive ownership of all Intellectual Property (and all IP Rights thereto) that BGC: (a) created, owned, or conceived of before entering this Agreement; or (b) creates, conceives of, or acquires at any time independently of the Services.
- 8.1.2 BGC reserves the unrestricted right to utilize its Intellectual Property for any purpose.
- 8.1.3 In order for Consultant to use BGC's Intellectual Property, BGC may require Consultant to accept additional terms and pay a periodic fee. Unless the Parties later agree (or have already agreed) otherwise

in writing, all matters (including Claims and Losses) arising out of Consultant's use of or reliance upon BGC's Intellectual Property will be governed by this Agreement.

8.1.4 Unauthorized use, distribution, alteration, and sub-licensing of BGC's Intellectual Property are prohibited.

8.2 Deliverables

8.2.1 The Scope of Services Document identifies any Deliverable(s) BGC must provide Consultant as part of the Services. BGC is the sole owner of all Deliverables and Notes. BGC retains the copyright to all Deliverables and Notes. BGC is not required to provide Consultant any Notes.

8.2.2 Upon full and final payment of all BGC's invoices for the Services, BGC shall be deemed to have granted Consultant a perpetual license to use the Deliverables for their intended purpose for the Project.

8.2.3 Consultant may only use Deliverables for the specific purpose and Project for which BGC provides the Deliverables to Consultant. Consultant may also provide complete unaltered copies of Deliverables to governmental agencies in connection with Consultant's applications for permits or approvals for the Project.

8.2.4 Consultant shall indemnify and hold harmless BGC Group (and each of them) from and against any Claim or Loss resulting, in whole or in part, from any unauthorized use or modification of any Deliverable by Consultant or Consultant's Affiliates.

8.2.5 If BGC installs any objects, wells, or devices (collectively, "Installations") on the Project site, then BGC will notify Consultant of the approximate location of such Installation(s). Immediately after BGC delivers possession or control of any Installation to Consultant, Consultant will thereafter be solely responsible for the Installation, any required maintenance or removal of the Installation, and providing any required notices related to the Installation or its location. After BGC delivers possession or control of an Installation to Consultant, BGC will not be liable for any Claims or Losses thereafter arising out of either: (a) any contacts, collisions, or other interactions with the Installation; (b) failure to properly maintain the Installation; or (c) any requirement to monitor, identify, provide notice of, or remove the Installation. Consultant will indemnify BGC Group against all Claims and Losses described in the prior sentence.

8.3 Change Orders

8.3.1 Either Party may at any time propose to the other Party a change to the Services (a "Change"), including the addition, modification, or cancellation of Services.

8.3.2 If a proposed Change causes an increase or decrease in the schedule or cost of the Services, then the Parties shall negotiate a fair adjustment to the schedule for the Services, BGC's compensation, or both. After reaching agreement on such adjustment(s), the Parties will then execute a change order to amend the Scope of Services Document accordingly.

- 8.3.3 BGC is not authorized or required to proceed with any proposed Change until the Parties execute in writing a change order memorializing the agreed adjustments to BGC's scope of work, performance schedule, and compensation for the Change.

9 CONFIDENTIALITY

- 9.1 Except as permitted in this Agreement, neither Party may disclose or publish any of the other Party's Confidential Information. Each Party agrees to take reasonable measures to prevent the unauthorized disclosure of the other Party's Confidential Information.
- 9.2 A Receiving Party may only use the Disclosing Party's Confidential Information to the extent necessary for the Services or the Project.
- 9.3 A Receiving Party may share the Disclosing Party's Confidential Information with the Receiving Party's Personnel and contractors who need to know such information for the Services or the Project.
- 9.4 A Receiving Party may also disclose the Disclosing Party's Confidential Information to the extent necessary to comply with a binding court order or legal requirement. The Party compelled to make such disclosure must: (a) give the Disclosing Party prompt written notice of such disclosure requirement; (b) reasonably cooperate with the Disclosing Party in seeking a protective order or other appropriate relief; and (c) limit the disclosure to the minimum disclosure required.
- 9.5 BGC may also notify Third Parties of Project-related issues when BGC considers such disclosure necessary to prevent personal injury, Environmental Pollution, or property damage. No such notification will be considered a breach of this Agreement or a breach of the confidentiality requirements herein.
- 9.6 Upon the expiry or termination of this Agreement, the Receiving Party shall promptly return all the Disclosing Party's Confidential Information to the Disclosing Party, or confirm in writing that all documents in the Receiving Party's possession (whether paper, electronic, or in any other form) containing the Disclosing Party's Confidential Information have been destroyed. Notwithstanding the foregoing, BGC may retain confidential file copies of any information and documents BGC used, relied upon, or generated for the Services.
- 9.7 Each Party will require its Personnel and Affiliates to comply with this Article 9. A Party is responsible for any breach of this Article 9 by its Personnel or Affiliates.
- 9.8 Each Party is entitled to immediate injunctive relief to stop or prevent any violation of this Article 9. A Party seeking such relief is not required to prove actual damages, or post any bond.

10 INSURANCE

- 10.1 BGC agrees to carry the following insurance while providing Services:
- a. coverage required by applicable Worker's Compensation legislation;
 - b. employer's liability insurance of One Million U.S. Dollars (\$1,000,000.00 USD);

- c. commercial general liability insurance, in the amount of Two Million U.S. Dollars (\$2,000,000.00 USD) per occurrence and in the aggregate; and
 - d. professional liability insurance, in the amount of One Million U.S. Dollars (\$1,000,000.00 USD) per claim and in the aggregate.
- 10.2 Upon request, BGC will provide Consultant a certificate of insurance for the required insurance coverages.
- a. BGC shall cause Consultant to be named as additional insured on the required commercial general liability insurance policy maintained by BGC r its Affiliates in respect of the Project.

11 LIMIT OF LIABILITY TO CONSULTANT

- 11.1 ***BGC Group's liability is limited to direct damages only.***
- 11.2 ***BGC Group's total aggregate liability to Consultant for all Claims or Losses arising out of, resulting from, or related in any way to this Agreement, the Project, or the Services shall not exceed the greater of (i) a sum of money equal to the fees Consultant paid BGC for the applicable Services out of which the Claims or Losses arose, or (ii) TWO HUNDRED FIFTY THOUSAND U.S. DOLLARS (\$250,000.00 USD) (the "Liability Cap"). The Liability Cap applies:***
- a. *to the fullest extent permitted by law;*
 - b. *notwithstanding anything else to the contrary in this Agreement; and*
 - c. *whether Claims or Losses arise in contract (including breach of contract), tort (including negligence or negligent misrepresentation), warranty, statute, strict liability, or any other theory of recovery or liability at law or in equity.*
- 11.3 ***Consultant further agrees that the Liability Cap is binding on Consultant and Consultant's Affiliates. Any reference to "Consultant" in Section 11.2 above includes both the Consultant that entered this Agreement and any of its Affiliates that may bring one or more Claims against any of BGC Group related in any way to this Agreement, the Project, or the Services. For greater certainty, BGC Group's total aggregate liability to Consultant and Consultant's Affiliates for all Claims or Losses arising out of, resulting from, or related in any way to this Agreement, the Project, or the Services shall not exceed the Liability Cap.***
- 11.4 ***Consultant represents and confirms that it has authority to bind its Affiliates to the Liability Cap.***
- 11.5 ***If it is determined that Consultant lacks authority to bind any Affiliate of Consultant to the Liability Cap, then:***
- a. *the Liability Cap will remain binding on Consultant and Consultant's other Affiliates.*

12 LIMIT OF LIABILITY TO BGC GROUP

12.1 *Notwithstanding any other provision to the contrary, Consultant's aggregate liability for all claims arising out of this Agreement, including any defense obligation, is limited to the greater of (i) a sum of money equal to the fees Consultant paid BGC for the applicable Services out of which the Claims or Losses arose, or (ii) \$250,000.*

13 OTHER LIMITATIONS OF LIABILITY AND INDEMNITIES

13.1 Claims Relating to Acts or Omissions of Consultant, Consultant's Affiliates, or Their Personnel

13.1.1 Consultant agrees to defend, indemnify, and hold harmless BGC Group, and each of them, from and against any Claim or Loss arising, in whole or in part, out of:

- a. the comparative negligent act or omission of Consultant, Consultant's Affiliates, or any of their respective Personnel; or
- b. a decision or action by Consultant that is contrary to advice BGC previously communicated to any of them.

14 MUTUAL WAIVER

14.1 All BGC Group members are entitled to enforce any provision of this Agreement that requires Consultant to limit or waive BGC Group's liability, or to indemnify BGC Group. BGC may also enforce such provisions on behalf of other BGC Group members. All of this Article 14 applies to the fullest extent permitted by law. In no event will either Party be liable to the other Party for any of the following kinds of losses or damages arising out of or resulting from this Agreement, the Services, or the Project: (a) punitive, exemplary, aggravated, incidental, special, indirect, or consequential damages; (b) loss of actual or anticipated profit, revenue, product, contract, production, business opportunity, goodwill, data, or property value; (c) costs of capital, financing, or overhead; or (d) business interruptions. The foregoing kinds of losses and damages for which a Party has no liability are referred to herein as "Waived Damages."

14.2 Additionally, each Party, for itself and as agent for its Affiliates, hereby releases the other Party, such other Party's Affiliates, and their respective Personnel from all liability for any Waived Damages that the releasing Party or its Affiliates may suffer as a result of or in connection with this Agreement, the Services, or the Project.

14.3 For greater certainty, this Article 14 does not apply to Consultant's obligation to pay BGC's invoices for Services.

15 TERMS FAIRLY NEGOTIATED

15.1 The Parties acknowledge that they negotiated the limitations of liability, agreements to defend, indemnities, and waivers set forth in this Agreement in consideration of the relative risks and benefits of the Services to each Party.

16 **DEFICIENCIES REPORTING**

16.1 Consultant shall promptly provide BGC written notice of any known or suspected deficiencies in the Services (a "Deficiency Notice"). Consultant's failure to do so may prejudice BGC's ability to properly investigate the cause of a deficiency, or to take effective measures to minimize the consequences thereof. If:

- a. Consultant fails to provide BGC a Deficiency Notice within ten (10) days after becoming aware of a deficiency in the Services, and
- b. such failure to provide a timely Deficiency Notice hinders BGC's ability to investigate, analyze, or correct the deficiency,

then Consultant shall be deemed to have waived and released all rights of action against BGC Group (or any of them) for Claims or Losses arising from the deficiency in the Services.

17 **ENVIRONMENTAL**

17.1 Unless otherwise specified in the Scope of Services Document, BGC's Services will not address, investigate, monitor, search for, evaluate, handle, or transport Environmental Pollution.

17.2 Special risks are associated with the identification of subsurface or underground conditions. Because such conditions are hidden, they cannot always be targeted in a subsurface exploration plan. Even a comprehensive sampling and testing program may not detect certain conditions. For similar reasons, conditions BGC infers to exist between sampling points may differ significantly from conditions that actually exist. Due to natural occurrences or human intervention, actual conditions are subject to rapid change. Consultant acknowledges that the risks identified in this Section cannot be eliminated.

17.3 Unless BGC agrees otherwise in writing, BGC is not the "prime contractor" of the Project site. BGC will take reasonable measures to protect the health and safety of its own Personnel, but BGC is not responsible for the health or safety of any other Person's Personnel.

18 **HAZARDOUS MATERIALS**

18.1 Consultant must immediately inform BGC if Consultant discovers or suspects that Environmental Pollution may exist at any place where BGC Group will provide Services or require access.

18.2 The discovery of Environmental Pollution on or near a worksite constitutes a changed condition. Consultant will pay BGC for any additional Services BGC provides, and any costs BGC reasonably incurs, because of Environmental Pollution on or near a worksite. If Environmental Pollution is discovered on or near a worksite, then: (a) BGC may suspend the Services until the problem is resolved to BGC's satisfaction, and (b) BGC is entitled to an equitable time extension to complete any delayed Services.

19 **TERMINATION**

- 19.1 Either Party may terminate this Agreement for convenience upon ten (10) days advance written notice to the other Party.
- 19.2 Either Party may terminate this Agreement for cause upon written notice to the other Party, if the other Party breaches any of its obligations under this Agreement and fails to cure such breach (or to commence diligent steps towards curing the breach) within five (5) days after receiving a written default notice.
- 19.3 Either Party may immediately terminate this Agreement upon written notice to the other Party if such other Party becomes insolvent, makes an assignment for the benefit of its creditors, enters into a plan for the benefit of its creditors, files a bankruptcy petition (either voluntarily or involuntarily), or takes the benefit of any insolvency or bankruptcy law.
- 19.4 After any termination of this Agreement, Consultant shall promptly pay BGC all undisputed amounts Consultant owes BGC, including: (a) all undisputed charges in BGC's unpaid invoices; (b) all expenses, previously authorized by Consultant, that BGC incurred or irrevocably committed to for the Services; and (c) all fees for Services provided but not yet invoiced.

20 **ASSIGNMENT**

- 20.1 Neither Party may assign this Agreement without the other Party's prior written consent. This Agreement inures to the benefit of, and is binding upon, the Parties and their respective administrators, successors, and assigns. Except as specifically provided in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties, and no other Person shall be a third-party beneficiary or have any rights by virtue of this Agreement.

21 **FORCE MAJEURE**

- 21.1 Neither Party is in breach of this Agreement whenever such Party is unable to perform any of its obligations hereunder due to Force Majeure. Each Party must: (a) promptly notify the other Party of the Force Majeure, (b) take reasonable measures (if possible) to mitigate the consequences of Force Majeure, (c) continue performing any obligations that are not affected by Force Majeure, and (d) promptly resume performance after the Force Majeure ends. Upon both Parties' written agreement, BGC is entitled to an equitable time extension, and may be entitled to increased compensation as applicable, to complete any Services affected, suspended, or delayed due to Force Majeure.

22 **NOTICES**

- 22.1 Notices between the Parties must be in writing. Notices may be delivered by hand, courier, mail, facsimile, email, or other reasonable means. Any notice delivered after 4:30 P.M. Mountain Time or on a day other than a normal business day that is not a federal U.S. holiday will be deemed to have been received on the next normal business day after delivery. Notices sent by email or facsimile are ineffective if the sending Party receives a notice that the facsimile or email failed to send.

22.2 The Parties' addresses for notices are set forth on page one of this Agreement. Either Party may change its notice address by providing notice thereof to the other Party. Each Party shall designate a representative who is authorized to act on its behalf and to receive notices under this Agreement. Absent such designation, a Party's signatory to this Agreement is the Party's representative.

23 SURVIVAL

23.1 All indemnities herein, all limitations of BGC Group's liability herein, and any other provisions of this Agreement that by their nature are intended to survive the termination or expiration of this Agreement will remain in effect and will be enforceable following the expiry or any termination of this Agreement.

24 NO WAIVER

24.1 A Party's waiver of any breach of the other Party's obligations shall not be binding unless the waiver is in writing and signed by an authorized representative of the waiving Party.

25 GOVERNANCE

25.1 The construction, validity, interpretation, and performance of this Agreement shall be governed by the laws of the U.S.A. state in which the Project is located without regard to any conflict of laws principles. Any Claims (whether in contract, tort, statute, or otherwise) between the Parties arising out of or related to this Agreement or the Services shall be governed by the laws of the U.S.A. state in which the Project is located, without regard to any conflict of laws principles.

26 DISPUTE RESOLUTION

26.1 All Claims and disputes arising out of or related to this Agreement or the Services are subject to this Article 26.

26.2 The Parties shall make reasonable, good faith efforts to resolve any demand or dispute between them by discussion and negotiation. The Parties will provide each other, on a "without prejudice" basis, frank, candid, and timely disclosure of relevant information and documents to facilitate those negotiations. The Parties shall promptly schedule a meeting between officers of each Party to negotiate the demand or dispute in good faith. If the Parties do not resolve a demand or dispute by negotiation within thirty (30) days after such meeting or within such other period agreed to by the Parties (the "Negotiation Period"), then, as a precondition to either Party commencing any legal action against the other, the Parties agree to attempt to resolve the demand or dispute through non-binding mediation in the U.S. state in which the Project is located. The mediation must occur within ninety (90) days after the expiry of the Negotiation Period or within such other period agreed to by the Parties. Each Party will pay half of the mediator's invoice for the mediation.

26.3 Any effort to resolve demands or disputes by negotiation or mediation will be conducted on a confidential basis and without prejudice to the Parties' rights or recourses.

26.4 If the Parties do not resolve a demand or dispute by negotiation or mediation within the time periods specified herein, then either Party may commence litigation in respect of the demand or dispute against the other Party in a state or federal court located in the U.S. state in which the Project is located. Each Party irrevocably submits to the exclusive jurisdiction of state and federal courts located in that U.S. state for all Claims arising out of or related to this Agreement or the Services, and each Party waives any right to object to any action arising out of or related to this Agreement or the Services being brought in such courts. Notwithstanding the foregoing, a Party may seek appropriate injunctive relief in any appropriate jurisdiction. When exigent circumstances exist, a Party may immediately seek appropriate interlocutory relief from any court in any appropriate jurisdiction without first attempting to negotiate a resolution with the other Party.

26.5 Except as otherwise provided in this Agreement, each Party shall bear its own costs and legal fees associated with dispute resolution or litigation.

27 GENERAL

27.1 The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any other provision of this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then such provision shall be limited or modified to the minimum extent necessary to make it valid and enforceable, and the provisions of this Agreement as so amended shall remain in full force and effect. If an invalid, illegal, or unenforceable provision cannot be reformed to make it valid, legal, and enforceable, then:

- i. such provision shall be stricken from this Agreement;
- ii. the rest of this Agreement shall remain in full force and effect and be construed without reference to the void or unenforceable provision; and
- iii. the Parties shall negotiate in good faith to agree upon a valid and enforceable replacement provision that is as near as possible to the void or unenforceable provision's original intent.

27.2 The Parties agree to take such other actions, and to execute such additional documents, as may be necessary to fulfill the intent and purpose of this Agreement.

27.3 Both Parties' rights and remedies under this Agreement are cumulative.

27.4 This Agreement contains the Parties' entire agreement regarding the subject matter hereof. This Agreement supersedes all the Parties' prior understandings regarding the subject matter of this Agreement, whether written or oral. This Agreement may only be amended by a written document executed by both Parties.

27.5 Each Party had a full and fair opportunity to consult its legal counsel and negotiate the terms of this Agreement. The terms and provisions of this Agreement shall not be construed in favor of or against any Party merely because one Party prepared some or all of this Agreement. Any ambiguity in this Agreement shall not be construed strictly in favor of or against either Party.

27.6 This Agreement may be executed in separate counterparts, including via "wet ink" signature or electronically. All such counterparts taken together shall be deemed the same original instrument.

[Rest of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties executed this Agreement, effective as of the date noted above. The undersigned signatories confirm that they have authority to bind their respective companies to this Agreement.


CONSULTANT: Braun Intertec Corporation

BGC Engineering USA Inc.

ACCEPTED FOR **CONSULTANT** by:

ACCEPTED FOR **BGC ENGINEERING USA INC.** by:


DocuSigned by:
Ezra Ballinger
CEFD0799613F438


DocuSigned by:
Geoff Claypool
EAE922F116EF497

(signature)

(signature)

Name: Ezra Ballinger

Name: Geoff Claypool

(print)

(print)

Title: Director

Title: CFO

Date: June 28, 2024

Date: June 17, 2024

Exhibit A

SCOPE OF SERVICES DOCUMENT

Exhibit B

SCHEDULE OF FEES AND DISBURSEMENTS

APPENDIX B

2024 & 2025 STANDARD RATES





2024 RATES – U.S. DOLLARS

Billing Category	Hourly Rate (USD) ^{1, 2}
ADMINISTRATIVE SUPPORT	\$80
PROJECT CONTROLS I	\$110
PROJECT CONTROLS II	\$130
PROJECT CONTROLS III	\$145
HEALTH & SAFETY SPECIALIST	\$145
TECHNICIAN I	\$133
TECHNICIAN II	\$167
TECHNICIAN III	\$185
GEOMATICS I	\$122
GEOMATICS II	\$142
GEOMATICS III	\$157
GEOMATICS IV	\$169
GEOMATICS V	\$186
SOFTWARE INTERN	\$110
SOFTWARE I	\$158
SOFTWARE II	\$185
SOFTWARE III	\$218
SOFTWARE IV	\$252
SOFTWARE V	\$285
SOFTWARE VI	\$350
STUDENT INTERN	\$110
JUNIOR I ENGINEER / GEOSCIENTIST	\$145
JUNIOR II ENGINEER / GEOSCIENTIST	\$165
INTERMEDIATE I ENGINEER / GEOSCIENTIST	\$185
INTERMEDIATE II ENGINEER / GEOSCIENTIST	\$200
SENIOR I ENGINEER / GEOSCIENTIST	\$237
SENIOR II ENGINEER / GEOSCIENTIST	\$273
PRINCIPAL I ENGINEER / GEOSCIENTIST	\$309
PRINCIPAL II ENGINEER / GEOSCIENTIST	\$353
PRINCIPAL III ENGINEER / GEOSCIENTIST	\$374
SUBCONTRACTOR & DISBURSEMENT EXPENSES	\$COST +10% ³

Notes:

- Hourly rate is inclusive of all profit, vacation, and other payments. Hourly rate does not include any taxes (Federal, State, or Provincial) as required by local jurisdictions. For legal, client solicitor privilege, or in-court work, the BGC hourly rate will be at a 100% premium to the attached.
- An additional premium on rates may be applied for mine waste Engineer of Record services.
- Subcontractor and Disbursement expenses will be marked up by 10% unless otherwise agreed upon.

All rates are valid for the period January 1, 2024 through to December 31, 2024. BGC reserves the right to renegotiate rates on all contracts that extend beyond December 31, 2024 for the remainder of the contract starting January 1, 2025.



2025 RATES – U.S. DOLLARS

Billing Category ¹	Hourly Rate (USD) ²
ADMINISTRATIVE SUPPORT	\$80
PROJECT CONTROLS I	\$111
PROJECT CONTROLS II	\$133
PROJECT CONTROLS III	\$148
HEALTH & SAFETY SPECIALIST	\$148
TECHNICIAN I	\$133
TECHNICIAN II	\$170
TECHNICIAN III	\$189
GEOMATICS I	\$122
GEOMATICS II	\$142
GEOMATICS III	\$160
GEOMATICS IV	\$172
GEOMATICS V	\$190
SOFTWARE INTERN	\$110
SOFTWARE I	\$158
SOFTWARE II	\$189
SOFTWARE III	\$222
SOFTWARE IV	\$257
SOFTWARE V	\$291
SOFTWARE VI	\$357
STUDENT INTERN	\$110
JUNIOR I ENGINEER / GEOSCIENTIST	\$145
JUNIOR II ENGINEER / GEOSCIENTIST	\$165
INTERMEDIATE I ENGINEER / GEOSCIENTIST	\$187
INTERMEDIATE II ENGINEER / GEOSCIENTIST	\$203
SENIOR I ENGINEER / GEOSCIENTIST	\$242
SENIOR II ENGINEER / GEOSCIENTIST	\$280
PRINCIPAL I ENGINEER / GEOSCIENTIST	\$317
PRINCIPAL II ENGINEER / GEOSCIENTIST	\$362
PRINCIPAL III ENGINEER / GEOSCIENTIST	\$383
SUBCONTRACTOR & DISBURSEMENT EXPENSES	\$COST +10% ³

Notes:

1. Staff are charged out at their respective billing categories, including any changes due to staff promotions.
2. Hourly rate is inclusive of all profit, vacation, and other payments. Hourly rate does not include any taxes (Federal, State, or Provincial) as required by local jurisdictions. For legal, client solicitor privilege, or in-court work, the BGC hourly rate will be at a 100% premium to the attached.
3. Subcontractor and Disbursement expenses will be marked up by 10% unless otherwise agreed upon.

All rates are valid for the period January 1, 2025 through to December 31, 2025. BGC reserves the right to renegotiate rates on all contracts that extend beyond December 31, 2025 for the remainder of the contract starting January 1, 2026.

MISSOURI RIVER JOINT WATER BOARD
JOINT POWERS AGREEMENT
As Amended in 2023 and 2024

This is a Joint Exercise of Powers Agreement for the management, conservation, protection, development, and control of waters in the Missouri River basin. The Agreement shall include the water resource districts of Burleigh, Dunn, Emmons, McKenzie, Mercer, Morton, Mountrail, Oliver, and Williams counties, and any other water resource districts within the Missouri River basin that join this Agreement as provided below in Article VII.

I. INTENT OF AGREEMENT

It is the intent of the water resource districts who are signatories to this Agreement to jointly exercise certain of their powers to provide a cooperative and coordinated effort in addressing the management, conservation, protection, development, and control of water resources in the Missouri River basin.

The water resource districts that are parties to this agreement have the power and authority over water resource matters within their respective boundaries pursuant to Section 61-16.1-09 of the North Dakota Century Code. However, the individual water resource district is limited by its geographic boundaries while water-related problems tend to ignore these boundaries. To provide for more effective water management, the Legislative Assembly has authorized water resource districts, by agreement, to jointly and cooperatively exercise certain powers which otherwise could be exercised only by an individual water resource district within its boundaries. The authority for the joint exercise of powers by water resource districts is contained in Section 61-16.1-11 of the North Dakota Century Code.

It is recognized by the parties to this agreement that actions of an individual board (construction works or regulatory actions) which may provide local benefits could have adverse consequences at other locations within the Missouri River basin. Further, the Parties to this Agreement recognize that one entity representing the Missouri River basin will better represent the area for planning and implementation of more complete and coordinated water management efforts in the basin. Therefore, the parties agree that a joint water board having the powers delegated herein must be established.

II. PURPOSE

The Missouri River Joint Water Board is hereby established to carry out the intent of this agreement.

III. POWERS OF THE JOINT BOARD

The Missouri River Joint Water Board shall have the authority to address multicounty water resource district issues. In exercising this authority, it shall have the following powers:

1. Sue and be sued in the name of the joint board.
2. This joint board shall not have the power of eminent domain, notwithstanding any references to that power within this agreement, but shall exercise this authority, if necessary for a project approved by this board, through the member board having jurisdiction over the property involved.
3. Accept funds and property or other assistance, financial or otherwise, from federal, state, and other public or private sources for the purposes of aiding the construction or maintenance of water conservation, distribution, and flood control projects; and cooperate and contract with the state or federal government, or any department or agency thereof, or any municipality within the Missouri River basin in furnishing assurances and meeting local cooperation requirements of any project involving control, conservation, distribution, and use of water.
4. Procure the services of engineers and other technical experts, employ an attorney or attorneys to assist, advise, and act for it in its proceedings, and employ administrative personnel to carry out the policies, plans and directives of the joint board.
5. Plan, locate, relocate, construct, reconstruct, modify, maintain, repair, and control all dams and water conservation and management devices of every nature and water channels, and to control and regulate the same and all reservoirs, artificial lakes, and other water storage devices, within the district.
6. Maintain and control the water levels and the flow of water in the bodies of water and streams involved in water conservation and flood control projects and regulate streams, channels, or watercourses and the flow of water therein by changing, widening, deepening, or straightening the same, or otherwise improving the use and capacity thereof.
7. Regulate and control water for the prevention of floods and flood damages by deepening, widening, straightening, or diking the channels or floodplains of any stream or watercourse within the district and construct reservoirs or other structures to impound and regulate such waters.

8. Make rules and regulations concerning the management, control, regulation, and conservation of waters and prevent the pollution, contamination, or other misuse of the water resources, streams, or bodies of water, within the district.
9. 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 the state.
10. Construct, operate, and maintain recreational facilities, including beaches, swimming areas, boat docking and landing facilities, toilets, wells, picnic tables, trash receptacles, and parking areas, and to establish and enforce rules and regulations for the use thereof.
11. Have, in addition to any powers provided in Chapter 61-16.1 of the North Dakota Century Code, the authority to construct an assessment drain in accordance with the procedures and provisions of Chapter 61-16.1 of the North Dakota Century Code.
12. Acquire, by lease, purchase, gift, condemnation, or other lawful means and to hold in its corporate name for its use and control both real and personal property and easements and rights of way within or without the limits of the districts for all purposes authorized by law or necessary to the exercise of any other stated power.
13. Convey, sell, dispose of, or lease personal and real property of the joint board as provided by Chapter 61-16.1 of the North Dakota Century Code.
14. Authorize and issue warrants to finance construction of water conservation and flood control projects, assess benefited property for part or all of the cost of such projects and require appropriations and tax levies to maintain sinking funds for construction warrants on a cash basis at all times.
15. Borrow money within the limitations imposed by Chapter 61-16.1 of the North Dakota Century Code for projects herein authorized and pledge security for the repayment of such loans.
16. Order or initiate appropriate legal action to compel the entity responsible for the maintenance and repair of any bridge or culvert to remove from under, within, and around such bridge or culvert all dirt, rocks, weeds, brush, shrubbery, other debris, and any artificial block which hinders or decreases the flow of water through such bridge or culvert.

17. Order or initiate appropriate legal action to compel the cessation of the destruction of native woodland bordering within two hundred (200) feet of that portion of a riverbank subject to overflow flooding that will cause extensive property damage, or in the alternative, order, that if such destruction is permitted, the party or parties responsible for the destruction must, when the joint board has determined that such destruction will cause excessive property damage from overflow flooding due to the erosion or blocking of the river channel, plant a shelterbelt which meets the specifications of the joint board. In the event the native woodland within such area has already been destroyed, the joint board may, in its discretion, order the planting of a shelterbelt which, in the judgment of the joint board, will curtail the erosion or blocking of such river channel where overflow flooding has caused extensive property damage. For purposes of this subsection, the words "riverbank" and "river channel" related to rivers as defined in the United States Geological Survey base map of North Dakota Edition of 1963. The provisions of this subsection shall not be construed to limit, impair, or abrogate the rights, powers, duties, or functions of any federal, state, or local entity to construct and maintain any flood control, irrigation, recreational, or municipal or industrial water supply project.
18. Petition any zoning authority established pursuant to Chapters 11-33, 11-35, or 40-47 or Section 58-03-13 of the North Dakota Century Code to assume jurisdiction over a floodplain for zoning purposes when such zoning is required to regulate and enforce the placement, erection, construction, reconstruction, repair, and use of buildings and structures to protect and promote the health, safety, and general welfare of the public within a floodplain area. In the event such zoning authority fails to act or does not exist, the joint board may request the State Water Commission to assist it in a study to determine and delineate the floodplain area. Upon completion of such study, the joint board shall make suitable recommendations for the establishment of a floodplain zone to all zoning authorities and the governing bodies of all political subdivisions having jurisdiction within the floodplain area.
19. Plan, locate, relocate, construct, reconstruct, modify, extend, improve, operate, maintain, and repair sanitary and storm sewer systems, or combinations thereof, including sewage and water treatment plants, and regulate the quantity of sewage effluent discharged from municipal lagoons; and contract with the United States government, or any department or agency thereof, or any private or public corporation or limited liability company, the government of this state, or any department, agency, or political subdivision thereof, or any municipality or person with respect to any such systems.
20. Develop water supply systems, store and transport water, and provide, contract for, and furnish water service for domestic, municipal, and rural water purposes, irrigation,

milling, manufacturing, mining, metallurgical, and any and all other beneficial uses, and fix the terms and rates therefor. The joint board may acquire, construct, operate and maintain dams, reservoirs, ground water storage areas, canals, conduits, pipelines, tunnels, and any and all works, facilities, improvements, and property necessary therefor.

21. Coordinate proposals for installation, modification, or construction of culverts and bridges in an effort to achieve appropriate sizing and maximum consistency of road openings. The joint board shall also consider the possibility of incorporating appropriate water control structures, where appropriate, as a part of such road openings.
22. Plug abandoned water wells and participate in cost-sharing arrangements with water well owners to plug water wells to protect aquifers from pollution or depletion, maintain pressure, and prevent damage to surrounding property.

The above agreed upon powers to be exercised by the joint board are those found in Chapter 61-16.1 of the North Dakota Century Code, and include all amendments subsequently adopted in accordance with law. All actions of the Missouri River Joint Water Board shall be in accordance with the state and federal laws and regulations.

This agreement shall in no way limit or restrict the powers and duties of each water resource district which is a party to this agreement pursuant to Section 61-16.1 of the North Dakota Century Code, except as provided herein. Nor shall this agreement limit or restrict in any way the regulatory authority and responsibility of each water resource district which is a party to this agreement pursuant to Sections 61-16.1-38 and 61-32-03 of the North Dakota Century Code, for applications which are not of interdistrict significance, as determined by the State Engineer. The power and authority of member districts shall remain exclusive as to all matters that have no interdistrict significance, as determined by the State Engineer.

If any individual water resource district proposes to construct any water management project or works which is of interdistrict significance, as determined by the State Engineer, or if any application pursuant to Sections 61-16.1-38 or 61-32-03 of the North Dakota Century Code which is determined by the State Engineer to be of interdistrict significance, in accordance with applicable regulations, such matter shall be referred to the Missouri River Joint Water Board for determination thereon.

When a project of interdistrict nature is proposed by the joint board and if the joint board reports that:

1. Such project contemplates substantial construction in any certain water resource district; or
2. A water resource district member shall be required to bear more than fifty percent (50%) of the local costs of said project; or
3. A water resource district member is detrimentally affected by such project as determined by the State Engineer;

then the said joint board shall not proceed with the project until each of the water resource districts so affected by said proposed project shall have consented in writing.

IV. JOINT BOARD OF DIRECTORS

The Missouri River Joint Water Board shall be governed by a joint board of directors. The joint board of directors shall consist of one representative from each water resource district, which is a party to this agreement. The joint board representative shall be appointed by the water resource district board. Each water resource district shall also choose one alternate, who shall exercise the authority of the joint board representative in the event of his or her absence. In order to be more thoroughly informed and more effectively represent their respective boards, the alternate member shall be encouraged to attend all joint board meetings, including those when the primary member is present.

Each representative serving on the Missouri River Joint Water Board shall represent one vote.

The board of directors of the joint board ("the Board") may adopt such rules and regulations and bylaws for the conduct of the business of the joint board as they may deem necessary, including the time and place of regular meetings of the joint board.

They shall elect from their number a chairman and vice chairman. They shall also elect or appoint a secretary and a treasurer, which offices may be held by the same person, and either or both offices may be held by someone not a member of the joint board. These elected and appointed officers shall function as an Executive Committee to execute the plans and policies approved by the Board, and spend funds as authorized in the annual budget. The Board may also elect or appoint a manager to carry out the plans, policies, and directives of the joint board.

Special meetings may be called by the secretary on order of the chairman of the joint board or upon the written request of the majority of the qualified members of the joint board. Notice of a special meeting shall be given electronically or mailed by postal service to each member of the joint board at least six (6) days before such meeting, provided that a special meeting may be held at any time when all members of the joint board are present or consent thereto in writing.

A majority of the members of the joint board shall constitute a quorum for the transaction of the regular business and two-thirds of the joint board shall constitute a quorum for the transaction of any business relating to a project (as defined in 61-16.1-02(14)) that the joint board is or will be involved in. Any member may adjourn the meeting for want of a quorum.

All meetings of the Board may be conducted by telephone conference, other electronic means, or by formally convening at a specified location, or by a combination of these means.

V. BUDGET

The Missouri River Joint Water Board shall annually adopt a budget showing estimated expenses for each ensuing calendar year and the contributions of each member district. Such annual budget of the joint board shall be adopted and approved at the annual meeting of the joint board by majority vote of the members of the joint board present at the meeting.

The annual contribution or dues of each member district shall be determined as part of the approval of the budget at the annual meeting. For this purpose, each member county will be assigned to one of three tiers based on their Total Taxable Valuation, and the dues for each tier will be calculated to cover the estimated expenses for the coming year.

In the event that the joint board proposes to construct any water management works or project of any nature, the joint board may utilize the powers and procedures for project construction by individual water management districts pursuant to Sections 61-16.1-15 through 61-16.1-37 of the North Dakota Century Code.

VI. TERMINATION OF AGREEMENT

A. This agreement shall be terminated only upon a vote of approval of a majority of all of the board of directors on the joint board. In the event that this Joint Powers Agreement is terminated, termination shall be carried out according to the following terms:

1. Any property acquired as a result of this Joint Powers Agreement which is not part of an existing water-related project shall be sold and the funds received therefrom together with any surplus moneys held by the joint board shall be returned to each member district in proportion to the contributions of each member district. Any real property sold by the joint board shall be offered for sale, in a manner consistent with law, to the party from whom it was purchased at a reasonable price.
2. A levy sufficient to cover the costs of operation and maintenance of any project, including any water management works, which have been initiated, developed, and

constructed by the joint board, shall be continued by each member district to ensure the continued operation and maintenance of such project. The joint board shall make provisions to determine who will be responsible for carrying out operation and maintenance functions. The revenues collected from such continued levy shall then be paid to the entity or individuals responsible for operation and maintenance of said projects or works.

3. If any contract shall have been made by the joint board before the termination of this agreement, provisions shall be made to continue to pay any tax levies required to meet the obligations of any such contract, or to take any action necessary to meet any other obligations which may have been incurred thereunder.

B. Any water resource district may be allowed to withdraw from this agreement, only upon the following terms:

1. A member district that wishes to terminate its membership and withdraw from this Agreement must:
 - a. Give notice of its desire to the joint board at least six (6) months before the end of the joint board's fiscal year;
 - b. Be current on all its obligations to the joint board; and
 - c. Agree to assume and pay that portion of project costs, on project agreements it has signed, which was originally assigned to the withdrawing member in those project agreements.
2. If any contract shall have been made with the United States or any agency thereof or any state, or person, a member may not withdraw unless consented thereto by the appropriate agency of the United States or the state or person and if such agency, state, or person gives its consent upon condition, such conditions shall be included in the order of exclusion and the water resource district shall continue to pay any tax levies required to meet the obligations of any such contract.

VII. MODIFICATION OF AGREEMENT

Other water resource districts within the Missouri River basin, in addition to the original 2005 signatories to this Agreement, may join the Missouri River Joint Water Board by:

1. Submitting an application in writing and agreeing to sign and be bound by the terms of this Agreement;
2. Receiving the affirmative vote of a majority of the existing members;
3. Signing this Agreement; and
4. Submitting the dues for the current year.

To be effective, any other modification or amendment to this agreement must be reduced to writing and signed by all the signatory parties to this agreement.

VIII. COUNTERPARTS

This Agreement may be signed in counterparts. When all of the signature pages are collected and attached to this Agreement, the Agreement shall be as binding on the signatories as if they signed a single document.

BURLEIGH COUNTY WATER RESOURCE DIST.

By: _____

Dated this ____ day of _____, 2024.

EMMONS COUNTY WATER RESOURCE DIST.

By: _____

Dated this ____ day of _____, 2024.

OLIVER COUNTY WATER RESOURCE DIST.

By: _____

Dated this ____ day of _____, 2024.

McKENZIE COUNTY WATER RESOURCE DIST.

By: _____

Dated this ____ day of _____, 2024.

WILLIAMS COUNTY WATER RESOURCE DIST.

By: _____

Dated this ____ day of _____, 2024.

MORTON COUNTY WATER RESOURCE DIST.

By: _____

Dated this ____ day of _____, 2024.

MERCER COUNTY WATER RESOURCE DIST.

By: _____

Dated this ____ day of _____, 2024.

DUNN COUNTY WATER RESOURCE DIST.

By: _____

Dated this ____ day of _____, 2024.

MOUNTRAIL COUNTY WATER RESOURCE DIST.

By: _____

Dated this ____ day of _____, 2024.

REQUEST FOR DRAINAGE ON HIGHWAY RIGHT OF WAY

North Dakota Department of Transportation, Maintenance
SFN 50909 (11-2017)

Highway & Mile Posts

1	8	0	4	8	8	.	6
---	---	---	---	---	---	---	---

District
Number

0	1
---	---

Name of Person Requesting Permit (Applicant) SP Developers, LLC			Date 5/21/2024
Address 555 Highway 1804 NE	City Bismarck	State ND	ZIP Code 58503
Telephone Number 701-220-4124	Email Address cam@knutsonteam.com		

LOCATION OF PROPOSED WORK (to be completed by the applicant)

Size of Drainage Area in Total Acres 1,130	Water Resource District Burleigh County		
County Burleigh	Section 35	Township 140N	Range 81W
Description of proposed work Construction of Everest Drive approach with Highway 1804. The work involves ditch cleaning, placing of compacted fill, and the salvage and reinstallation of an existing 18-inch RCP culvert with new RCP culvert extensions. See attached drawing for detail.			

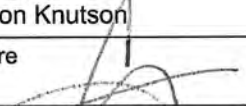
WETLAND REVIEW (to be completed by the applicant)

This application is for the single purpose of cleaning a ditch to its original design evaluation and will not require a wetlands review:
 Yes No

If you answered no to the above, the applicant is required to work with the National Resources Conservation Service and, if necessary, the Corps of Engineers, US Fish and Wildlife and North Dakota Game and Fish, to ensure no wetlands are impacted by the proposed project.

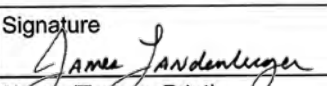
Wetland impacted: Yes No

APPLICANT:

Name (Type or Print) Cameron Knutson	Title President
Signature 	Date 5/21/2024

TO BE COMPLETED BY THE WATER RESOURCE DISTRICT AND NDDOT

Action Required by Water Resource District - **Please note:** The signature receiving or approving the Water Resource Districts Action should be by a representative of the Water Resource District given the authority to sign.

Received by Water Resource District:	Approved by Water Resource District:	Approved by ND Department of Transportation
Signature 	Signature	Signature
Name (Type or Print) James Landenberger	Name (Type or Print)	Name (Type or Print)
Date 08/09/2024	Date	Date
		Work shall be completed by:
		Date



WATER MATTERS

October 3, 2024

Dear Water Leader:

We are excited to host the 61st Annual Joint North Dakota Water Convention and Irrigation Workshop December 10-13 in Bismarck, ND. The 2024 convention theme is *Water Matters*. Enclosed is a registration form and tentative agenda for the joint water convention. We hope to see you at this year's convention!

As always, the convention will include meetings of the Resolutions Committee to vote on the policy resolutions that provide staff the direction needed to effectively advocate for you. Any Water Users, Irrigation or Water Resource District member in good standing for 2024 or 2025 is eligible to participate in the Resolutions Committee process. Anyone who plans to participate in the Resolutions Committee should fill the enclosed Voting Delegate Form and turn it in prior to the first meeting of the Resolutions Committee. Copies will also be available at the registration desk.

Please note that members of the Water Resource Districts Association are the districts. As such, staff recommends that boards appoint an individual to represent them at the Resolutions Committee meetings. In like fashion, businesses that are members of the Water Users and/or Irrigation Associations should also appoint a single representative to vote on their behalf. Individuals who are chosen to represent boards or businesses who are also individual members in an association will have two votes to cast: one on behalf of the board or business and one on behalf of themselves.

All proposed policy resolutions must be submitted in writing prior to the Resolutions Committee meeting. Staff asks that members submit proposed policy resolutions by December 1st. This will allow members an opportunity to review proposed resolutions prior to the Resolutions Committee meeting. Proposed policies may be submitted via email at dquissell@ndwater.net. The current resolutions document is available on the ND Water website (www.ndwater.org).

To help us plan for a productive meeting, please complete the registration form and return it to us as soon as possible. Room rates and hotel contact information can be found at the bottom of the registration form. If you have questions, please call our office at (701) 223-4615.

Sincerely,



Dani Quissell
Executive Vice President
North Dakota Water Users Association

Enclosures



WATER MATTERS

61st Annual
**Joint North Dakota
Water Convention
AND Irrigation Workshop**

December 10-13, 2024

Bismarck Hotel & Conference Center, Bismarck

TUESDAY, DECEMBER 10

- | | |
|--------------------------|---|
| 11:00 am | N.D. Water Coalition Meeting
TBD |
| 1:30 pm | N.D. Water Resource Districts Association Board of Directors Meeting
Room 2130 |
| 2:30 pm | Upper Sheyenne River Joint Water Resource Board Meeting
Governor's Room |
| 3:30 pm | N.D. Irrigation Association Board Meeting
Governor's Room |
| 5:30 pm – 7:30 pm | All Water Social
<i>Co-Hosted by HDR and the Garrison Diversion Conservancy District</i>
Heart Room |

WEDNESDAY, DECEMBER 11

- | | |
|---------------------------|--|
| 7:30 am | Registration
Coat Room |
| 8:00 am – 11:00 am | N.D. Water Resource Districts Water Management Seminar
Missouri Ballroom |
| 9:00 am – 12:00 pm | Commercial Exhibit Set-up |
| 9:00 am | N.D. Rural Water Systems Association Managers Meeting
<i>(Rural Water Managers only)</i>
Governor's Room |

12:00 pm

Commercial Exhibits Open
Courtyard

Opening Luncheon

Grand Pacific Room

11:30 am

Lunch

12:00 pm

No Bad Days – *Hunter Pinke*

12:00 pm

North Dakota Water Education Foundation Silent Auction Benefit Opens
Grand Pacific/Patterson Hallway

General Session

Patterson/Lamborn Room

1:00 pm

Welcome

1:05 pm – 1:45 pm

State of Water in North Dakota

1:45 pm – 2:15 pm

Legislative Update: Rural Water & Municipal Water

2:15 pm – 2:20 pm

Video Message from Sen. John Hoeven

2:20 pm – 2:50 pm

Harvesting Water Solutions:
Update on North Dakota's Wetland Mitigation Bank

2:50 pm – 3:00 pm

Congressional Update

3:00 pm – 3:30 pm

Break

3:30 pm – 4:30 pm

Lessons Learned from Idaho's Fight Against Aquatic Nuisance Species

4:30 pm – 5:30 pm

Resolutions Committee
Water Users/Water Resource Districts/Irrigation Associations
Missouri Ballroom

5:30 pm – 6:30 pm

Western Social
Courtyard

Dinner on your own

THURSDAY, DECEMBER 12

7:00 am

Prayer Breakfast – Rachel Meuchel
Missouri Ballroom

General Session

Patterson/Lamborn Room

8:00 am

Convene

8:00 am

Commercial Exhibits
Courtyard

8:00 am – 8:45 am

Leadership Priorities for the 2025 Legislative Session

8:45 am – 9:15 am

The Future of Irrigation: Update on Statewide Feasibility Study

9:15 am – 10:00 am

Building for Tomorrow: Infrastructure in the 2025 Legislative Session

10:00 am – 10:20 am

Break

10:20 am – 10:35 am

Water Matters: Update on the North Dakota Water Users Association

10:35 am – 11:15 am

Western Water in the Nation's Capital

11:15 am – 11:35 am

Legislative Update: Northwest Area Water Supply & Southwest Pipeline Project

11:35 am – 12:00 pm

Elections, N.D. Water Users Board of Directors

12:00 pm

Buffet Luncheon

Courtyard

12:00 pm

Concurrent Joint Board and Annual Meetings

- *Devils Lake Basin Joint Water Resource Board*, Sheyenne Room
- *Red River Joint Water Resource District*, Cannonball Room
- *Missouri River Joint Water Board*, Heart Room
- *Souris River Joint Board*, Governor's Room
- *N.D. Irrigation Association Membership Meeting*, Grand Pacific Room

General Session

Patterson/Lamborn Room

1:55 pm – 2:00 pm

Reconvene/Announcements

2:00 pm – 2:40 pm

Navigating the Future: The US Army Corps of Engineers' Role on the Missouri River

2:40 pm – 3:10 pm

Legislative Update: Western Area Water Supply and Red River Valley Water Supply

3:10 pm – 3:20 pm

State Update

3:20 pm – 3:40 pm

Break

3:40 pm – 4:30 pm

Water: An Essential Piece of Economic Development – Insights from Industry Leaders

4:30 pm – 5:00 p.m.

Legislative Update: Mouse River Flood Control & FM Diversion

5:10 pm – 5:30 pm

Resolutions Committee

Water Users/ Water Resource Districts/Irrigation Associations – Final Adoption
Missouri Ballroom

5:30 pm – 6:30 pm

Social Hour

Courtyard

6:30 pm

Awards Banquet

Patterson/Lamborn Room

ENTERTAINMENT: *Strolling Strings of Bismarck*

North Dakota Water Education Foundation Silent Auction Benefit Ends

FRIDAY, DECEMBER 13

7:00 am

N.D. Water Users Association Board Meeting

Governor's Room

9:00 am

N.D. State Water Commission Meeting

Grand Pacific Room

IRRIGATION WORKSHOP

Thursday, December 12 • 8:00 am – 4:45 pm

SPONSORED BY: North Dakota Water Users Association and North Dakota Irrigation Association

- TOPICS INCLUDE:
- Carbon Markets: What Producers Need to Know
 - Legislative Leadership Priorities for the 2025 Session
 - The Future of Irrigation
 - Ag Innovation: Update From Grand Farm
 - Permits, Aquifers and More: Update From DWR

WATER MATTERS

61st Annual Joint North Dakota Water Convention & Irrigation Workshop

Bismarck Hotel & Conference Center

December 11-12, 2024

REGISTRATION

Name(s) _____

Representing _____

Address _____

City _____ State _____ Zip _____ Phone () _____

Email _____

Please indicate the number attending for each event:

	#	Cost	Total
Full Registration includes convention program, Irrigation Workshop plus ALL MEALS , speakers, panels, entertainment, social hours and breaks	_____	\$310	\$_____
Full Registration after Nov. 22	_____	\$360	\$_____
Registration Only includes convention program, Irrigation Workshop plus speakers, panels, entertainment, social hours and breaks – DOES NOT INCLUDE MEALS	_____	\$210	\$_____
Registration Only after Nov. 22	_____	\$260	\$_____
Wednesday Registration Only (Dec. 11) – DOES NOT INCLUDE MEALS	_____	\$110	\$_____
Thursday Registration Only (Dec. 12) – DOES NOT INCLUDE MEALS	_____	\$180	\$_____
Extra meal tickets may be purchased:			
Opening Luncheon (Dec. 11)	_____	\$40	\$_____
Prayer Breakfast (Dec. 12)	_____	\$30	\$_____
Buffet Luncheon (Dec. 12)	_____	\$40	\$_____
Awards Banquet (Dec. 12)	_____	\$55	\$_____
		TOTAL	\$_____

IRRIGATION WORKSHOP ONLY

Irrigation Workshop, Thursday, Dec. 12 (includes lunch) _____ \$80 \$_____

Name _____

Send completed form and check to: North Dakota Water Users Association

PO Box 2254, Bismarck, ND 58502

Phone: 701-223-4615 E-mail: jellingson@ndwater.net www.ndwater.org

Cancellation Policy: When you register for the convention, we make arrangements for your participation. By registering to attend the event, you are complying with the cancellation policy. If you need to cancel your registration, the following cancellation policy will be applied. A **\$50 administrative fee** will be charged on all registration refund requests received, on or before **Nov. 22**. There will be no refunds for cancellations received after **Nov. 22**.

Hotel Reservations: A block of rooms has been reserved for Dec. 10-12 at the Bismarck Hotel (701-660-8063). These rooms are reserved under the N.D. Water Users Association block. Please reserve rooms by **Nov. 21**.

An overflow block of rooms has also been reserved for Dec. 10-12 at the EverSpring Suites (701-222-2900) and EverSpring Inn (701-222-3311). These rooms are reserved under the N.D. Water Users Association block. Please reserve these rooms by **Dec. 1**.

**North Dakota Water Users Association
North Dakota Water Resource Districts Association**

**HALL OF FAME, COMMODORE
AND WATER WHEEL AWARDS
NOMINATION FORM**

Deadline: October 24, 2024

NOMINEE: _____
(individual, group or organization)

ADDRESS: _____ CITY: _____ ZIP: _____

Nominated By: _____
(individual, group, governmental body)

Contact Person: _____ Telephone: _____

Contact Person's Email: _____

How has the nominee demonstrated a commitment to protect, develop and manage North Dakota's water resources?

How did this effort or project benefit the residents of the region or state?

Other comments of recommendations for the Hall of Fame/Commodore/Water Wheel Award?

Nomination form should be accompanied by supporting biography and other information. Award recipients will be announced at the Annual Joint Water Convention Awards event on December 12, 2024.

Hall of Fame Award is selected by an Awards Committee.

Commodore Awards are selected by an Awards Committee and approved by the Governor.

Water Wheel Awards are selected by an Awards Committee.

Nomination deadline: THURSDAY, OCTOBER 24, 2024

FOR MORE INFORMATION CONTACT: Julie Ellingson
Call 701-223-4615 or e-mail jellingson@ndwater.net

North Dakota Irrigation Association
IRRIGATION EXCELLENCE AWARD
NOMINATION FORM

Deadline: October 24, 2024

NOMINEE: _____
(individual, group or organization)

ADDRESS: _____ CITY: _____ ZIP: _____

Nominated By: _____
(individual, group, governmental body)

Contact Person: _____ Telephone: _____

Contact Person's Email: _____

Some suggestions for who could be nominated are:

- Irrigators who consistently follow best management or who demonstrate innovative irrigation practices and procedures, and who practice good natural resource management
- Irrigators or groups that demonstrate public service as well as good management practices in their enterprise
- Individuals or groups who contribute to irrigation research or make notable contributions to irrigation technology
- Individuals or groups that share irrigation information, technology, and experience with producers and future irrigators
- Irrigators or groups who make significant advancements of producing high value crops and value-added agriculture
- Individuals who consistently demonstrate leadership in leading irrigation advancement

Nomination form should be accompanied by supporting biography and other information.

Award recipients will be announced at the Annual Joint Water Convention Awards event on December 12, 2024.

Past winners of the award include:

2010	Walt Albus	2017	Mike Ames
2011	Tom Scherer	2018	Dale Esser
2012	Milt Lindvig	2019	Bernie Vculek
2013	Argil Froemke	2020	Robert Vivatson
2014	Herbert Grenz	2021	Leo & Durant Schiermeister and Kenneth Miller
2015	Robert Titus	2022	Rick Anderson and Norman Haak
2016	Maynard Helgaas	2023	Jerry Bergman and VanRay Farm

Nomination deadline: THURSDAY, OCTOBER 24, 2024

FOR MORE INFORMATION CONTACT: Dani Quissell
Call 701-223-4615 or e-mail dquissell@ndwater.net

November 2024 Bills

Name	Project	Invoice	Amount
Bismarck Parks & Rec	October, 2024	5541	\$ 17,850.35
Bliss Law Firm	General Legal	569	\$ 1,153.00
Bliss Law Firm	Burnt Creek Floodway	569	\$ 1,530.00
Bliss Law Firm	Hoge Island	569	\$ 1,530.00
County of Burleigh	Apple Creek Tree Removal	240582	\$ 13,000.00
Fronteer Professional Services	September 2024 Presort Charges	4192	\$ 52.00
Fronteer Professional Services	October Admin Work and Terminal Server	4218	\$ 2,200.00
Houston Engineering	Hoge Island Bank Stabilization SAD	73633	\$ 4,669.01
Houston Engineering	General Engineering Services	73634	\$ 2,084.50
Houston Engineering	Missouri River Correction Facility FHMP	73635	\$ 5,405.65
Houston Engineering	Drainage Complaint	73636	\$ 7,203.75
Houston Engineering	Apple Creek Watershed Projects	73637	\$ 8,093.75
TAO Interactive	Annual Webhosting	7215	\$ 399.90
		Total Bills	\$ 65,171.91

ND Irrigation Association	2025 Dues	\$500.00
ND Water Users Association	2025 Dues	\$300.00
	Total	\$65,971.91



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: 11/1/2024
INVOICE #: 05541
DUE DATE: 11/30/2024
TOTAL DUE: 17,850.35

CUSTOMER ACCOUNT # : 1017

ITEM DESCRIPTION	UNITS	PRICE	AMOUNT
McDowell Dam-October 2024	1.00	17,850.35	17,850.35
TOTAL THIS INVOICE			17,850.35



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: 11/1/2024
INVOICE #: 05541
DUE DATE: 11/30/2024
TOTAL DUE: 17,850.35

BURLEIGH COUNTY WATER RESOURCE DISTRICT
McDowell Dam Monthly Billing

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

For The Month Ended October 31, 2024

Date Submitted: 11/1/2024

Salaries & Wages	\$	7,115.88
Employer Payroll Taxes		544.36
Employee Pension & Health/Life/ Diability Benefits		2,531.75
Property & Liability Insurance		-
Operating Expenses		4,088.29
Capital Improvement Expenses		-
Total Expenses	\$	14,280.28
Administrative Fee		
(25% of Operating Expenses)	\$	3,570.07
(5% of Capital Improvement Expenses)		-
Total Amount Requested	\$	17,850.35

K. Keust

Prepared By

Board Member

Finance Director

Title

McDowell Dam Monthly Billing

October-24

Salaries & Wages

Salaries - Full time	\$ 4,436.74	
Sick Leave Overage	-	
Wages - Part time	2,679.14	
Wages - Part time (Overtime)	-	
Total Salaries & Wages		\$ 7,115.88

Employer Payroll Taxes

Social Security/Medicare	544.36	
Unemployment- ND Job Service	-	
Total Employer Payroll Taxes		544.36

Employee Benefits

Pension	461.42	
Health, Life, & Disability Insurance	2,070.33	
Total Employee Benefits		2,531.75

Property & Liability Insurance

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

Operating Expenses

Professional Services	-	
Service Contracts	-	
Sanitary Systems	-	
Parking Lots & Trail Repair	-	
Shop Supplies	-	
Janitorial Supplies	-	
Miscellaneous Supplies	63.99	
Fuel	659.26	
Repairs & Replacement	1,825.14	
Uniforms	-	
Concession Purchases	162.08	
Tools & Small Equipment less \$500	(1.68)	
Equipment over \$500	-	
Misc. Charges, Permits, and Licenses	-	

Expenses Incurred - NOT Previously Billed

Aug 2024 - Credit Card Fees	94.59	
		2,803.38

Utilities

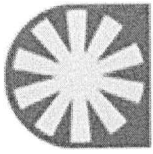
Natural Gas	-	
Electricity	650.79	
Garbage Removal	-	
Water	431.60	
Telephone	202.52	
Total Utilities		1,284.91

		4,088.29
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Capital Improvements

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

		\$ 14,280.28
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Bismarck Parks and Recreation District

Detail Report Account Detail

Date Range: 10/01/2024 - 10/31/2024

Account	Name	Beginning Balance	Total Activity	Ending Balance
Fund: 01 - GENERAL FUND				
01.12.000.510100 FULL-TIME SALARIES				
10/04/2024	PYPKT01493	42,149.03	4,436.74	46,585.77
10/18/2024	PYPKT01500		2,218.37	44,367.40
			2,218.37	46,585.77
01.12.000.510200 PART-TIME SALARIES				
10/04/2024	PYPKT01494	36,584.66	2,679.14	39,263.80
10/04/2024	PYPKT01494		110.63	36,695.29
10/04/2024	PYPKT01494		523.63	37,218.92
10/18/2024	PYPKT01501		789.19	38,008.11
10/18/2024	PYPKT01501		453.56	38,461.67
10/18/2024	PYPKT01501		802.13	39,263.80
01.12.000.530140 MISCELLANEOUS SUPPLIES				
10/10/2024	APPKT03698	1,698.28	63.99	1,762.27
			-102.96	1,595.32
10/10/2024	APPKT03698		14.25	1,609.57
10/10/2024	APPKT03698		-14.25	1,595.32
10/10/2024	APPKT03698		63.99	1,659.31
10/10/2024	APPKT03698		102.96	1,762.27
01.12.000.531300 FUEL				
10/10/2024	APPKT03675	3,316.77	659.26	3,976.03
10/24/2024	APPKT03690		149.49	3,466.26
			509.77	3,976.03

Detail Report

Account	Post Date	Packet Number	Name	Source Transaction	Pmt Number	Description	Vendor	Beginning Balance	Total Activity	Ending Balance
01.12.000.531400			REPAIRS & REPLACEMENT					23,336.62		
10/10/2024	APPKT03675	1046		217383	REPAIR SVC - MCD SEWAGE LIFT STATIO	6623 - OLSON PROPERTY SERVICE, LLC		1,825.14		25,161.76
10/10/2024	APPKT03675	600272		217381	DOOR HINGE PIN AND BUSHING KIT (99	0617 - NAPA AUTO PARTS		277.56		23,614.18
10/10/2024	APPKT03698	1474259			KEYS (6)	0948 - US BANK - ONE CARD		22.00		23,636.18
					Purchased From Vendor: 0419 - GUARDIAN LOCK & SECURITY			18.00		23,654.18
10/10/2024	APPKT03698	1536-453087			FUEL PUMP MODULE, PUMP MODULE	0948 - US BANK - ONE CARD		119.63		23,773.81
					Purchased From Vendor: 0682 - O'REILLY AUTO PARTS					
10/10/2024	APPKT03698	1536-453160			MASTER AIR FLOW SENSOR	0948 - US BANK - ONE CARD		86.60		23,860.41
					Purchased From Vendor: 0682 - O'REILLY AUTO PARTS					
10/10/2024	APPKT03698	1857890			PINS	0948 - US BANK - ONE CARD		12.57		23,872.98
					Purchased From Vendor: 0352 - FARM & HOME SUPPLY, INC.					
10/10/2024	APPKT03698	2000122-46617847			GOLF CART TIRES	0948 - US BANK - ONE CARD		103.98		23,976.96
					Purchased From Vendor: 0964 - WALMART COMMUNITY BRC					
10/10/2024	APPKT03698	2000123-04213253			UPS BATTERY BACKUP	0948 - US BANK - ONE CARD		77.00		24,053.96
					Purchased From Vendor: 0964 - WALMART COMMUNITY BRC					
10/10/2024	APPKT03698	2000124-68101645			GOLF CART TIRES	0948 - US BANK - ONE CARD		119.29		24,173.25
					Purchased From Vendor: 0964 - WALMART COMMUNITY BRC					
10/10/2024	APPKT03698	23081.03 2169			WOOD, LIGHTS, BITS, JACK, WAX SEAL	0948 - US BANK - ONE CARD		415.63		24,588.88
					Purchased From Vendor: 0581 - MENARDS INC					
10/10/2024	APPKT03698	241447			FUEL LINE ASSY, LINE CONNECT, GAS TA	0948 - US BANK - ONE CARD		169.67		24,758.55
					Purchased From Vendor: 0772 - RIVER CITY SPORTS INC					
10/10/2024	APPKT03698	600054			BATTERY CABLE, WIRE, COPPER LUGS	0948 - US BANK - ONE CARD		73.38		24,831.93
					Purchased From Vendor: 0617 - NAPA AUTO PARTS					
10/10/2024	APPKT03698	6783946			BAR, CHAIN, TIRE CRAYON, TIRE SLIME	0948 - US BANK - ONE CARD		68.94		24,900.87
					Purchased From Vendor: 0785 - RUNNINGS SUPPLY INC					
10/10/2024	APPKT03698	82824-02473066			STEEL BALL HITCH	0948 - US BANK - ONE CARD		9.49		24,910.36
					Purchased From Vendor: 0428 - HARBOR FREIGHT TOOLS					
10/10/2024	APPKT03698	82924-08718			CHARGER, BATTERY	0948 - US BANK - ONE CARD		141.86		25,052.22
					Purchased From Vendor: 0964 - WALMART COMMUNITY BRC					
10/10/2024	APPKT03698	91324-476857			PROTECTIVE BLANKETS (8)	0948 - US BANK - ONE CARD		46.32		25,098.54
					Purchased From Vendor: 0428 - HARBOR FREIGHT TOOLS					
10/10/2024	APPKT03698	91924-01732			ZIP TIES, FILTERS, SURGE PROTECTOR	0948 - US BANK - ONE CARD		63.22		25,161.76
					Purchased From Vendor: 0964 - WALMART COMMUNITY BRC					

Account	Post Date	Packet Number	Name	Source Transaction	Pmt Number	Description	Vendor	Beginning Balance	Total Activity	Ending Balance
01.12.000.531600	10/10/2024	APPKT03698	CONCESSION PURCHASES	82824-02151		ICE CREAM - CONCESSIONS	0948 - US BANK - ONE CARD	2,057.04	162.08	2,219.12
	10/10/2024	APPKT03698				Purchased From Vendor: 0964 - WALMART COMMUNITY BRC			Amount	Running Balance
									135.78	2,192.82
	10/10/2024	APPKT03698		83124-02276		BEVERAGES - MCD CONCESSIONS	0948 - US BANK - ONE CARD		26.30	2,219.12
						Purchased From Vendor: 0964 - WALMART COMMUNITY BRC				
01.12.000.531700	10/10/2024	APPKT03698	TOOLS & SMALL EQUIP LESS \$500	82824-01242773		REFUND SALES TAX FOR 7/26/24 03356	0948 - US BANK - ONE CARD	2,712.48	-1.68	2,710.80
	10/10/2024	APPKT03698				Purchased From Vendor: 0428 - HARBOR FREIGHT TOOLS			Amount	Running Balance
									-1.68	2,710.80
01.12.000.540130	10/24/2024	APPKT03690	ELECTRICITY	SEPTTEMBER 24	217459	SEPTEMBER 24 (9/1/24 - 10/1/24)	0175 - CAPITAL ELECTRIC COOPERATIVE	5,022.67	650.79	5,673.46
	10/24/2024	APPKT03690							Amount	Running Balance
									650.79	5,673.46
01.12.000.540150	10/24/2024	APPKT03690	WATER	OCTOBER 24 BILLING	217477	OCTOBER 24 BILLING	0837 - SOUTH CENTRAL REGIONAL WATER	2,296.55	431.60	2,728.15
	10/24/2024	APPKT03690							Amount	Running Balance
									431.60	2,728.15
01.12.000.540160	10/10/2024	APPKT03698	TELEPHONE	9012024		AUGUST24 PHONE/INTERNET CHARGES	0948 - US BANK - ONE CARD	1,417.64	202.52	1,620.16
	10/10/2024	APPKT03698				Purchased From Vendor: 0087 - BEK COMMUNICATIONS			Amount	Running Balance
									202.52	1,620.16
01.12.000.550100	10/24/2024	APPKT03690	HEALTH INSURANCE	EINS-2024-00000012	217461	OCTOBER 24 HEALTH BENEFITS	0209 - CITY OF BISMARCK	18,633.20	2,070.33	20,703.53
	10/24/2024	APPKT03690							Amount	Running Balance
									2,070.33	20,703.53
Total Fund: 01 - GENERAL FUND:								Beginning Balance: 13,179.91	Total Activity: 13,179.91	Ending Balance: 152,404.85
Grand Totals:								Beginning Balance: 13,179.91	Total Activity: 13,179.91	Ending Balance: 152,404.85



FARM & HOME SUPPLY, INC.

1406 E. Main Ave. - Box 873
Bismarck, North Dakota 58502-0873
Phone (701) 258-3436
Locally Owned

Customer's Order No. _____ Date 9/23 2024
 Name Bismarck Park Dist.
 Address Dave Robinson

SOLD BY 916 CASH Visit 2/25
 C.O.D. CHARGE ON ACCT. MDSE. RETD. PAID OUT

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	Tempo insecticide		63.99

FARM HOME SUPPLY INC
1406 E MAIN
BISMARCK, ND 585010000
09/23/2024 10:46:54
CREDIT CARD
VISA SALE
XXXXXXXXXXXX6185
VISA CREDIT
A0000000031010
5
445
5
027955
Chip Read Issuer
\$0.00
SALE AMOUNT \$63.99
CUSTOMER COPY

All claims and returned goods MUST be accompanied by this bill.

Received By 1856772

TAX	
TOTAL	63.99

COPY



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

INVOICE

DATE: 09/30/2024
 DUE DATE: 10/31/2024
 CUSTOMER NO: 509
 INVOICE NO: ELTS-2024-00000009
 DEPARTMENT: 660 Public Works Service Operations

PARKS & RECREATION
 400 E FRONT AVE
 BISMARCK, ND 58504-5641

Billing Inquiries:
 Public Works
 (701)355-1700

Description	Quantity	Unit Price	Total Price
Sale of Fuel-Hwys/Streets	1	\$183.8200	\$183.82
Sale of Unleaded Fuel-Hwy/St	1	\$5,240.4700	\$5,240.47

Invoice Total: \$5,424.29
 Prepaid Amount: -\$0.00
Balance Due: \$5,424.29

Park Ops Sibley McDowell Burledge
 4,276.11 639.19 149.49 359.50 = 5424.29

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

No. 100634

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

Name Tri Energy Co. Inc

Vendor 918

Address _____

Date 9/28/24

Notes Fuel

Acct #	Project Number	Cost
01.12.000.531300		
Unleaded gas		509.77
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		

Employee's Signature [Signature]

Total 509.77

Manager's Signature [Signature] DM

Approved By [Signature]



219 N. 20TH STREET
BISMARCK, ND 58501
701-223-8707

All Gasoline is Detergent Additized

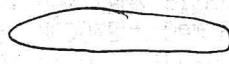
UN-DYED

THE PRICE OF THIS DIESEL FUEL:
 DOES DOES NOT
INCLUDE FEDERAL MOTOR FUEL TAXES
AND DOES NOT CONTAIN VISIBLE
EVIDENCE OF DYE.

DYED

THIS PRODUCT IS DYED DIESEL FUEL
NON-TAXABLE USE ONLY. PENALTY FOR
TAXABLE USE IF THIS BOX MARKED.
OFF HIGHWAY/NOT LEGAL FOR MOTOR
VEHICLE USE.

[Faint, illegible text, possibly bleed-through from the reverse side of the page]



INVOICE

Olson Property Service LLC
311 Crestridge Ln
Bismarck, ND 58503

lakebum61@Gmail.com
+1 (701) 471-2578



Bill to

Bismarck Parks and Recreation
Bismarck Parks & Recreation
McDowell Dam
Bismarck, ND 58501

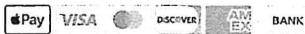
Invoice details

Invoice no: 1046
Invoice date: 08/22/2024
Due date: 09/21/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Materials	High water float	3	\$112.56	\$337.68
2.		LABOR	Fred's Electric	1	\$90.00	\$90.00
3.		LABOR	Replace faulty pump float	1	\$75.00	\$75.00
4.		Warranty Work	CREDIT faulty product	2	-\$112.56	-\$225.12

Total **\$277.56**

Ways to pay



Overdue 09/21/2024

Note to customer

Thank you for your business.

Pay invoice



400007250
 NAPA AUTO PARTS
 1730 E MAIN AVENUE
 PO BOX 1275
 BISMARCK, ND 58501
 (701) 223-2681

Invoice Number 600272 Page: 1/1

Invoice Date: 08/31/2024 15:03



eInvoice# MIN00250600272

10460
 BISMARCK PARKS & RECREATION
 605 W ARBOR AVE
 BISMARCK, ND 58504

Employee: 164 , LEON
 Sales Rep: 0 , Salesman
 Accounting Day: 27
 Tax Exemption:

Attention:
 PO#: MCDOWELL
 Delivery:
 Terms: NET 10TH

Part Number	Line	Description	Quantity	Price	Net	Total
		1999 Chevrolet K2500 3/4 Ton 4WD - Pickup 5.7 L 350 CID V8				
675-5164	NOE	Door Hinge Pin and Bushing Kit ()	2.00	19.30	11.00	22.00

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

Customer Signature

NO RETURN ON ELECTRICAL
 OR INSTALLED PARTS...

Tender Type: Amount:
 Charge Sale 22.00

Subtotal 22.00
 TAXABLE 65 7.0000% 0.00

Total 22.00



SALES RECEIPT

BILL TO

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

SALES # 1474259

DATE 09/05/2024

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Key:Key SS Single Sided Key	6	3.00	18.00T

We appreciate your business! Thank you!

SUBTOTAL	18.00
TAX	0.00
TOTAL	18.00
BALANCE DUE	\$0.00

Guardian Lock and Safe
 2017 E Main
 Bismarck, ND 58501
 (701) 258-1919

09/05/2024 PG.27.25
 Terminal ID No.: 19996837

Credit Sale:

Transaction #: 7
 Card Type: Visa
 Account: *****6485
 Entry: Chip
Amount: 051148.00

Ref. Number: 424919166541
 Auth. Code: 001793
 Batch Number: 504
 Response: APPROVAL 001793

Model: Issuer
 MID: 000000031010
 TVR: 0080006000
 IAD: 0601120300002
 TSI: E800
 ARC: 00
 APPN:
 IC: 1456F0E0E03F73
 ATC: 024C
 APPLAB: VISA CREDIT

CUSTOMER COPY

COPY

Guardian Lock & Security
 2017 East Main Avenue
 Bismarck, ND 58501



DEDICATED TO THE PROFESSIONAL

Store 1536, 2201 E BISMARCK EXPY,
BISMARCK, ND 58504 (701) 258-8755

Bill To:

BISMARCK PARKS AND RECRE

400 E FRONT AVE

BISMARCK, ND 58504

Invoice	1536-453087
Sale Type	CHG. CARD SALE
Date	09/16/2024 3:01 PM
Ship Via	
PO Number	mcdowell

Counter #	Customer Account	Ordered By	Special Instructions
537703	806814		

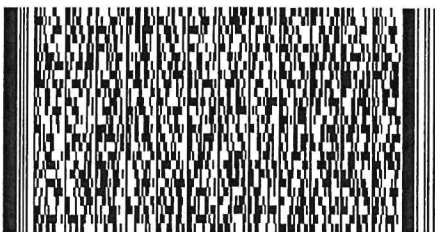
Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Net	Extended
1	DOR	601-225	FP DRIVE MOD	LT	EA	N	125.41	47.87	47.87
1	STD	FPM100	PUMP MDL	LT	EA	N	164.39	71.76	71.76

2009 Ford

2 Items

Select Super Start Batteries come with Roadside Assistance. Ask for details.

Chip Used: Y A000000031010 0000008000 E800 06011203A02002 Verified By Not Verified REF #: 605766009374 AUTH CD: 097876



Sub-Total	119.63
Sales Tax	0.00
Total	119.63
VISA #6485	119.63

WWW.FIRSTCALLONLINE.COM

Warranty/Garantia: www.firstcallonline.com/warranty

WE APPRECIATE YOUR BUSINESS!

1536WS153 8am - 5pm Mon - Fri, 9am - 6pm Sat, 10am - 5pm Sun, 1536WS153 8am - 5pm Mon - Fri, 9am - 6pm Sat, 10am - 5pm Sun



DEDICATED TO THE PROFESSIONAL

Store 1536, 2201 E BISMARCK EXPY,
BISMARCK, ND 58504 (701) 258-8755

Bill To:

BISMARCK PARKS AND RECRE
400 E FRONT AVE

BISMARCK, ND 58504

Invoice	1536-4531
Sale Type	CHG. CARD SA
Date	09/16/2024 8:38
Ship Via	
PO Number	mcdow

Counter #	Customer Account	Ordered By	Special Instructions
819159	806814		

Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Net	Extend
1	HIT	MAF0012	.MAF SENSOR 2009 Ford F-150 [V8 4.6L] - All	1Y	EA	N	155.92	86.60	86.60

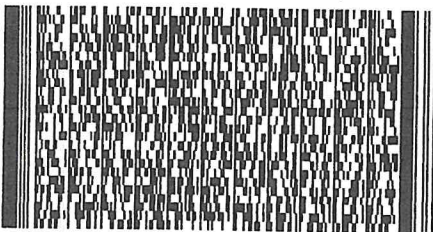
2009 Ford

COPY

1 Item

Select Super Start Batteries come with Roadside Assistance. Ask for details.

Chip Used: Y A000000031010 0000008000 E800 06011203A0A002 Verified By Not Verified REF #: 607792930568 AUTH CD: 09111



Sub-Total	86.60
Sales Tax	0.00
Total	86.60
VISA #6485	86.60

WWW.FIRSTCALLONLINE.COM

Warranty/Garantia: www.firstcallonline.com/warranty

WE APPRECIATE YOUR BUSINESS

1536WS153 Remit To: PO BOX 9464, SPRINGFIELD, MO 65801-94



FARM & HOME SUPPLY, INC.

1406 E. Main Ave. - Box 873
Bismarck, North Dakota 58502-0873
Phone (701) 258-3436
Locally Owned

Customer's Order No. _____ Date 9-4-2024

Name Bismarck Park & Rec

Address _____

Wm 225

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
<u>✓</u>						

QUAN.	DESCRIPTION	PRICE	AMOUNT
2	Yu pins	389	7.78
1	5/16 pin		4.79
			12.57

FARM HOME SPLY INC
1406 E MAIN
BISMARCK, ND 58502-0800
09/04/2024 11:09:37

CREDIT CARD
VISA SALE
XXXXXXXXXXXX6485
VISA CREDIT
A0000000031010
16
429
16
056414
Chip Read Issuer
\$0.00 577

SALE AMOUNT \$12.57

CUSTOMER COPY

All claims and returned goods MUST be accompanied by this bill.		TAX
1857890 Received By		TOTAL

COPY

Treats on treats

Sponsored



Aug 30, 2024 order
Order# 2000122-46617847



Tire Wanda P332 18X8.50-10 Load 4 Ply Lawn & Garden

Qty 2 \$103.98

Subtotal

\$103.98

Tax

\$0.00

Total

\$103.98

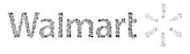


Charge history Your transaction activity for this order >

Payment method

Ending in 6485

COPY



Aug 25, 2024 order
Order# 2000123-04213253



APC 600VA 330W UPS Battery Backup Power Supply & Surge Protector - 600 Volts (BN600U1), Black Qty1 \$77.00


Subtotal \$77.00

Tax \$0.00

Total \$77.00

Temporary hold ⓘ \$77.00

A temporary hold is the amount your bank authorizes to ensure there are funds to complete your purchase. This isn't a charge.

 **Charge history** Your transaction activity for this order >

Payment method





Sep 02, 2024 order
Order# 2000124-68101645



Carlisle Turf Trac RS Lawn & Garden Tire - 23X10.50-12 LRB 4PLY Rated

Qty 1 \$88.99

More from this order

Nilight 14AWG Heavy Duty LED Light Bar Wiring Harness Kit 12V 30Amp Fuse Relay ON/OFF Switch, 2 Years Warranty

Qty 2 \$30.30

Subtotal

\$119.29

Tax

\$0.00

Total

\$119.29



Charge history Your transaction activity for this order >

Payment method

 Ending in 6485

COPY

Prices shown are valid today only.



MENARDS - BISMARCK
3300 State Street
Bismarck, ND 58503

gMaterials@menards.com

PICKING LIST - GUEST COPY
PAGE 1 OF 1

GUEST NAME - ADDRESS - PHON

Nelson, Tim
400 E Front Ave
Bismarck, ND 58504-5641

Ph: (701) 222-6455
JOB DESC:

SOLD BY: KENT M.
DATE: 09/16/24

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 12/15/24

If you have questions regarding the charges on your receipt, please email us at:

BISMfrontend@menards.com



Sale Transaction

Cust name: Nelson, Tim

Tax Exempt Certificate ID: 272-111

Exempt Type: null

BALTIC 2X4

5172014 4 @9.99 39.96 NT

1/2" X 46" BLK R NIPPLE

6861052 3 @11.99 35.97 NT

Tax Exempt Certificate ID: 5021339

Exempt Type: State or Local Government

6000L 5K IRI-FOLD LED *Light* 19.98 NT

3530280 2 @9.99 19.98 NT

16" SPADE BIT 7/8" *Bit* 10.79 NT

2526934 12' TAPE MEASURE 3.47 NT

2446171 A FRAME JACK 2000 LB 32.99 NT

2618752 6PK 1/2 BLK FLANGE 30.92 NT

6861176 2 @15.46 30.92 NT

BETTER THAN WAX SEAL 8.78 NT

6640285 1/200 X 3/800 Q-TURN *Drive* 10.99 NT

6825914

Tax Exempt Certificate ID: 5021339

Exempt Type: State or Local Government

ORDER

89698

6X6-12' AC2 GREEN TREAT-*WOOD*PICK 119.48 NT

1112832 2 @59.74

Tax Exempt Certificate ID: 5021339

Exempt Type: State or Local Government

4X4-10' AC2 GREEN TREAT-*WOOD*PICK 42.36 NT

1112227 2 @21.18

END OF ORDER

TOTAL SALE 415.63

VISA CREDIT 6485 415.63

PO # mcdowell

Auth Code:055870

Chip Inserted

000000031010

ATEDGROUND CONTACT 111-2227

ATEDCRITICAL STRUCT 111-2832

SKU NUMBER

COPY

NOT BEING AVAILABLE ON A LATER DATE
ALL MERCHANDISE TODAY. THANK YOU.

yard picking list subject to the terms and conditions below. Quantities listed above may exceed quantity guest, but instead is available to the buying public on a first come, first serve basis. Please pickup all up products on this picking list today will result in additional charge to you if, on the day of pick up, if Menards liability to you is limited to refunding your original purchase price for any product not picked

ndise.
All vehicles are subject to inspection.)
I gladly help you load your materials

PRE-TAX TOTAL: 16

ndant. (The Gate Attendant will record the

re received the merchandise.

trunk lid, etc. For your convenience, we supply twine, but you will have to decide whether or not you do not believe the twine will suffice, stronger material can be purchased inside the store.

I returns are subject to Menards' posted return policy. In consideration for Menards low prices you a will agree to exchange the merchandise or refund the purchase price based on the form of original pa there is a warranty provided by the manufacturer, that warranty shall govern your rights and Menar warranties, and are not a part of this contract. The guest agrees to inspect all merchandise prior to in DS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. PLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF T lating to this contract, or the breach thereof, shall be settled by arbitration administered by the Amer ricial Arbitration Rules, and judgments on the award rendered by the arbitrator(s) may be entered in and conditions through purchase of merchandise contained on this document.

E ATTENDANT-SCAN HERE ==>



River City Sports, Inc.
3751 East Rosser Ave.
Bismarck, ND 58501
7012239003

www.rivercityboats.com

Sales Code: LT Invoice No: 241447
August 30, 2024 11:15:17AM

241447

Customer No: 7012226455
Bismarck Parks And Rec
410 E. Front
Bismarck ND 58504

Boat Repair

Make Part Number	Description	Price	Extended
LJ 482002	ULTRA GAS TANK 6 GAL EPA	99.99	99.99
LJ 18-3063	FUEL LINE CONNECTOR	10.19	10.19
Retail Price	11.99		
LJ 50032696-1	FUEL LINE ASSY J/E	59.49	59.49
Retail Price	69.99		
Total Merchandise			169.67
Sales Tax			0.00
Total Sale			169.67
Amount Received - VISA			169.67
Balance Due			0.00
Change Due	0.00		

Card No: *****6485
Authorization: APPROVAL TRANS:078631
Charge Amt: \$169.67
DAVID ROBINSON

COPY

Signature _____



400007250
 NAPA AUTO PARTS
 1730 E MAIN AVENUE
 PO BOX 1275
 BISMARCK, ND 58501
 (701) 223-2681

Employee: 272 , HAILEE
 Sales Rep: C , Salesman
 Accounting Day: 26

SOLD TO 10460 BISMARCK PARKS & RECREATION
 605 W ARBOR AVE
 BISMARCK, ND 58504

Anticipated Time:
 Attention:
 Tax Exemption:
 PO#: MCDOWELL
 Terms: NET 10TH

Part Number	Line	Description	Quantity	Price	Net	Total
736101	BEL	6GA BAT CABLE.BLACK	20.00	5.12	3.0700	61.40
55242P	NOB	3/8" 8-6G WIRE HEAT	1.00	0.00	4.2900	4.29
920	NOB	6GA 3/8" COPPER LUG-5PK	1.00	0.00	7.6900	7.69

Customer Signature
 ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

I agree to pay total amount
 according to card issuer agreement.

NO RETURN ON ELECTRICAL
 OR INSTALLED PARTS...
 CUSTOMER COPY

Subtotal	73.38
TAXABLE 65 7.0000%	0.00
Total	73.38
Visa 6485 043043	73.38
ROBINSON/DAVID	

Y
 Y
 600054
 Invoice Number
 OCR

COPY



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

Pole Saw

PROD ID	QTY	UM	PRICE	TOTAL
BAR 14" MINI 7487558	1	EA	42.99	42.99 n
CHAIN 14" PICCO MICRO MINI 61PMM350 7487972	1	EA	17.99	17.99 n
TIRE CRAYON YELLOW 2470706	2	EA	1.99	3.98 n
SLIME TIRE MARKER WHITE 10420366	2	EA	1.99	3.98 n
SUBTOTAL				68.94
Tax				0.00
TOTAL				68.94
Visa				68.94

Tire markers

xxxxxxxxxxxx6485 (Approved)
ROBINSON/DAVID

09/16/24 14:45:48 016 79300392016
1610111 BISMARCK PARKS & RECREATION
ATB: *ALL NEED A PO
GOV: 1610111
PO NUMBER: Mcdowell
INVOICE #: 6783946 WSID: RSIWS1949
1D058A59-8CA0-4220-BB87-76094EAFDC24
3089JS 5.1.23.1003 TILL ID: 03

Thanks for choosing Runnings!

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



COPY

HARBOR FREIGHT

BISMARCK ND #00620
2700 STATE ST STE B-1
BISMARCK, ND 58503
Telephone: (701) 258-1551

SALE

Customer Name Bismarck Bismarck Parks And R
Customer Number: 888019404876

95355 5000LB 2INx1IN STEEL BALL HTCH \$9.49E

Subtotal \$9.49
Tax Exempt No. 7526
DEFAULT TAX RULE 0.00C% \$0.00
Total \$9.49

Visa \$9.49
Card No. XXXXXXXXXX6485
Expiration Date XX/XX
Auth. No. 095563
FSwipe
Signature Verified

Please Retain for Your Records

Store: 00620 Reg: 02 Tran: 473066
Date: 8/28/2024 1:43:59 PM Assoc: XXXXXX
Ticket: 02473066

Item(s) Sold: 1
Item(s) Returned: 0

Jaden served you today.
Thank you for shopping at
BISMARCK ND #00620

Proof of Purchase Required for Returns/
Exchanges Within 90 Days of Purchase.

GET EXCLUSIVE DEALS

Sign up today at HarborFreight.com/email
or Text TOOLS to 34648



00062002473066082824

COPY

Give us feedback @ survey.walmart.com
Thank you! ID #:7THTWKJ6LY



701-223-3066 Mgr:TIM
2717 ROCK ISLAND PL
BISMARCK ND 58504
ST# 01534 OP# 007539 TE# 90 TR# 08/18
ITEMS SOLD 2
TC# 2802 3023 7086 3391 0422 5



STARTER Char 081463201394 84.86 0
APE 600VA BA 073130443611 77.00 0
SUBTOTAL 141.86
TOTAL 141.86
VISA TEND 141.86
**** ** 0405 1 2

VISA CREDIT
APPROVAL # 088301
REF # 424200816281
TRANS ID - 384242622836620
VALIDATION - D94P
PAYMENT SERVICE - E
P.O. # 58501
ATD A0000000031010
AAC 088E9434F5D8A963
TERMINAL # SC010161
*NO SIGNATURE REQUIRED

08/29/24 12:18:29
CHANGE DUE .00
Low Prices You Can Trust. Every Day.
08/29/24 12:18:42

CUSTOMER COPY
***** RETURN & EXCHANGE POLICY *****
Electronics may be returned
for refund or exchange with receipt
WITHIN 30 days



Get free delivery
from this store
with Walmart+

Scan for 30-day free trial.

COPY

HARBOR FREIGHT

BISMARCK ND #00620
2700 STATE ST STE B-1
BISMARCK, ND 58503
Telephone: (701) 258-1551

SALE

Customer Name Bismarck Bismarck Parks And R
Customer Number: 8880 9404876

58327 40 X 72 MOVING ELANKET \$46.32E
8 @ \$5.79 = \$46.32

Subtotal \$46.32
Tax Exempt No. 7526
DEFAULT TAX RULE 0.000% \$0.00
Total \$46.32

Visa

Card No. XXXXXXXXXXXX6485
Expiration Date XX/XX
Auth. No. 007624
VISA CREDIT

Contactless

Signature Verified

Mode: Issuer

AID: A0000000031010

TPR: 0000000000

IAD: 06011203A00000

TSI: 0000

ARC: 00

Please Retain for Your Records

Store: 00620 Reg: 02 Tran: 476857
Date: 9/13/2024 1:36:19 PM Assoc: XXXXXX
Ticket: 02476857

Item(s) Sold: 8
Item(s) Returned: 0

Jaden served you today.
Thank you for shopping at:
BISMARCK ND #00620

Proof of Purchase Required for Returns/
Exchanges Within 90 Days of Purchase.

GET EXCLUSIVE DEALS

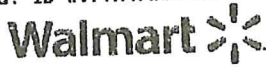
Sign up today at HarborFreight.com/email
or Text TOOLS to 34648



00062002476857091324

COPY

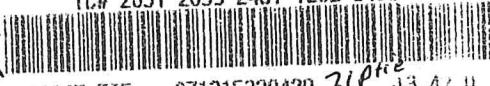
Give us feedback @ survey.walmart.com
Thank you! ID #:7TN47WJLZBL



701-223-3066 Mgr:TIM
2717 ROCK ISLAND PL
BISMARCK ND 58504

ST# 01534 OP# 007539 TE# 90 TR# 01732
ITEMS SOLD 3
TC# 2051 2059 2481 1202 6403

Save protector



1000CT TIE	071315329429	210 th	13 42 0
PH 120L 6FT	003087877877		29 9 0
MICRO 20X25	005113197509		19 0 0
<i>Filter</i>			63.2
		SUBTOTAL	63.22
		TOTAL	63.22
		VISA TEND	63.22
			6405 1 2

VISA CREDIT ***** 6405 1 2
 APPROVAL # 049537
 REF # 00
 TRANS ID - 464263776014524
 VALIDATION - HSBT
 PAYMENT SERVICE - E
 P.O. # 58501
 AID A0000000031010
 AAC B7A3FEE3A999E615
 TERMINAL # SC010161
 *NO SIGNATURE REQUIRED

09/19/24 16:33:34
 CHANGE DUE 0:00
 Low Prices You Can Trust. Every Day.
 09/19/24 16:33:42
 CUSTOMER COPY

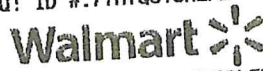


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COPY

Give us feedback @ survey.walmart.com
Thank you! ID #:7THTQ316HLPL



701-323-0530 Mgr: CHADLEY

1400 SKYLINE BLVD

BISMARCK ND 58503

ST# 03648 DP# 006909 TEN 21 TR# 02151

ITEMS SOLD 23

TC# 1114 5379 1333 4949 6157 8



MARS IC	004767733645 F	
3 AT 1 FOR	7.98	23.94 0
BL RBW CLSSC	007064001551 F	
3 AT 1 FOR	6.48	19.44 0
TWX IC 12PK	004767748495 F	
3 AT 1 FOR	7.98	23.94 0
BL RBW CLSSC	007064001550 F	
2 AT 1 FOR	6.48	12.96 0
BOMB POP	007064001472 F	
KLONDIKE	007585613901 F	
2 AT 1 FOR	4.24	8.48 0
KLONDIKE	007585602415 F	
2 AT 1 FOR	4.24	8.48 0
GREAT VALUE	007874237465 F	
2 AT 1 FOR	2.88	5.76 0
GREAT VALUE	007874214223 F	
5 AT 1 FOR	5.46	27.30 0
	SUBTOTAL	135.78
	TOTAL	135.78
	VISA TEND	135.78

VISA CREDIT
 APPROVAL # 6485 1 2
 REF # 42410
 TRANS ID 92197
 VALIDATION
 PAYMENT SERVICE
 P.O. #
 AID A0000000031010
 AAC 25A2C7725AC4156D
 TERMINAL # SC010789
 *NO SIGNATURE REQUIRED

CONVERSION

08/28/24 14:10:21
 CHANGE DUE 0.00
 Low Prices You Can Trust. Every Day.
 08/28/24 14:10:30
 CUSTOMER COPY



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with Walmart+

Scan for 30-day free trial.

COPY

Give us feedback @ survey.walmart.com
Thank you! ID #:7TMVOQLZX4



701-223-3066 Mgr:TIM
2717 ROCK ISLAND PL
BISMARCK ND 58504

ST# 01534 OP# 007169 TE# 19 TR# 02276
ITEMS SOLD 2
TC# 4896 9289 9958 8377 1546



PEPSI WCH 24	00120001	11.98	X
LIPTON	00120001	13.48	N
	SUBTOTAL	25.46	
CEREAL	001600015762	4.98	N
** VOIDED **			
CEREAL	001600015762	4.98	N
	SUBTOTAL	25.46	
	7.000 %	0.84	
	TOTAL	26.30	
	VISA TEND	26.30	

VISA CREDIT ***** 6485 1 2

APPROVAL # 094665
REF # 1042009314
TRANS ID - 584244557928691
VALIDATION - SM2B
PAYMENT SERVICE - E
ATD A0000000031010
AAC 7508BDC4999ADE7D
TERMINAL # SC010686

NO SIGNATURE REQUIRED
08/31/24 10:29:57
CHANGE-DUE 0.00
Low Prices You Can Trust. Every Day.
08/31/24 10:29:58
CUSTOMER COPY



Get free delivery
from this store
with Walmart+

Scan for 30-day free trial.

COPY

HARBOR FREIGHT

BISMARCK ND #00620
2700 STATE ST STE B-1
BISMARCK, ND 58503
Telephone: (701) 258-1551

HARBOR FREIGHT

QUALITY TOOLS LOWEST PRICES

BISMARCK ND #00620
2700 STATE ST STE B-1
BISMARCK, ND 58503
Telephone: (701) 258-1551

REFUND

Customer Name: Bismarck Parks & Rec
Customer Number: 999048339013

*****Begin Return*****

00620/03/31/2024

63882 1/2IN DR CLICK TORQUE WRENCH(\$11.99)

REASON: Unused / Unopened

63880 3/8IN DR CLICK TORQUE WRENCH(\$11.99)

REASON: Unused / Unopened

64623 2.7IN COLOR COMPACT DIGITAL I(\$84.99)E

Subject to Restock Fee

REASON: Unused / Unopened

Item Tax Exempt No. 3936362

Original Ticket Num: 03356802

*****End Return*****

63882 1/2IN DR CLICK TORQUE WRENCH \$11.99E

REASON: Customer Satisfaction

63880 3/8IN DR CLICK TORQUE WRENCH \$11.99E

REASON: Customer Satisfaction

64623 2.7IN COLOR COMPACT DIGITAL I(\$84.99)E

Subject to Restock Fee

Subtotal \$0.00
Tax Exempt No.7526
Sales Tax 7.000% (\$1.68)
DEFAULT TAX RULE 0.000% \$0.00
DEFAULT TAX RULE 0.000% \$0.00
Total (\$1.68)

Visa (\$1.68)

Card No. XXXXXXXXXXXX6485 <S>

Expiration Date XX/XX

Auth. No. 000000

Please Retain for Your Records

Store: 00620 Res: 01 Tran: 242773
Date: 8/28/2024 1:37:22 PM Assoc: XXXXXX
Ticket: 01242773

Item(s) Sold: 3
Item(s) Returned: 3

Misty served you today.
Thank you for shopping at
BISMARCK ND #00620

SALE

Customer Name: Bismarck Parks & Rec
Customer Number: 999048339013

63882 1/2IN DR CLICK TORQUE WRENCH \$11.99

63880 3/8IN DR CLICK TORQUE WRENCH \$11.99

64623 2.7IN COLOR COMPACT DIGITAL I(\$84.99)E

Subject to Restock Fee

Item Tax Exempt No. 3936362

Subtotal \$108.97
Sales Tax 7.000% \$1.68
DEFAULT TAX RULE 0.000% \$0.00
Total \$110.65

Visa \$110.65

Card No. XXXXXXXXXXXX6485

Expiration Date XX/XX

Auth. No. 006675

VISA CREDIT

Contactless

Signature Verified

Mode: Issuer

AID: A0000000031010

TVR: 0000000000

IAD: 06011203A00000

TSI: 0000

ARC: 00

Please Retain for Your Records

Store: 00620 Res: 03 Tran: 356802
Date: 7/26/2024 9:36:53 AM Assoc: XXXXXX
Ticket: 03356802

Item(s) Sold: 3
Item(s) Returned: 0

Oliver served you today.
Thank you for shopping at
BISMARCK ND #00620

Proof of Purchase Required for Returns/
Exchanges Within 90 Days of Purchase.

GET EXCLUSIVE DEALS

Sign up today at HarborFreight.com/email



A Touchstone Energy® Cooperative

7401 Yukon Drive
Bismarck, ND 58503
Office: (701) 223-1513
Payments: (855) 937-1736
www.capitalelec.com

Statement Date 10/16/2024
Account Number 868001
Due Date 10/31/2024

Billing Summary

Previous Balance \$286.98
Payment(s) Received Thank You! \$-286.98
Balance Forward \$0.00
Charges \$295.38
Amount Due \$295.38

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

Message(s) On-Peak Occurred: 09/09/2024 5:30 PM - 6:00 PM
Grid Capacity Occurred: 02/03/2024

Service Address: SEC 27SW MCDOWELL HOUSE

Table with 9 columns: Meter #, Rate Description, From, To, Days, Previous, Present, Mult., kWh. Row 1: 86861804, RURAL RESIDENTIAL/SMALL COMM, 09/01/2024, 10/01/2024, 30, 120840, 123655, 1, 2815

Detail of Charges

Table with 2 columns: Description, Amount. Rows: Monthly Base Charge \$31.00, Usage Charge 2815 kWh @ \$0.08161 \$229.73, On-Peak Demand 5.222 kW @ \$1.25 \$6.53, Grid Capacity Charge 14.06 kW @ \$2.00 \$28.12, Current Charges \$295.38

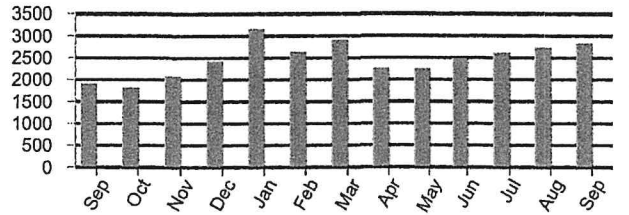


Table comparing metrics for SEP 2023 and SEP 2024. Metrics: Avg Daily Temp (64 vs 68), Avg Daily kWh (63 vs 94)

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 10/31/2024
Amount Due \$295.38

See reverse side for payment options

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

Three horizontal lines for account information changes.

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





A Touchstone Energy® Cooperative

7401 Yukon Drive
Bismarck, ND 58503
Office: (701) 223-1513
Payments: (855) 937-1736
www.capitalelec.com

Statement Date
Account Number
Due Date

10/16/2024
868002
10/31/2024

Billing Summary

Previous Balance		\$430.78
Payment(s) Received	<i>Thank You!</i>	\$-430.78
Balance Forward		\$0.00
Charges		\$317.46
Amount Due		\$317.46

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

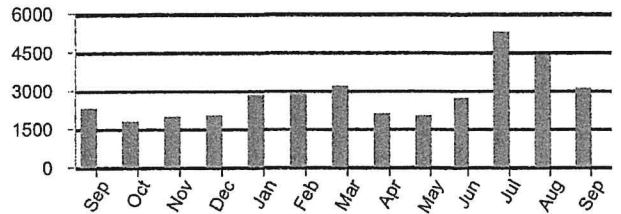
Message(s) On-Peak Occurred: 09/09/2024 5:30 PM - 6:00 PM
Grid Capacity Occurred: 07/15/2024

Service Address: SEC 27 MCDOWELL REC AREA

Meter #	Rate Description	From	To	Days	Previous	Present	Mult.	kWh
78904864	RURAL RESIDENTIAL/SMALL COMM	09/01/2024	10/01/2024	30	3467	3545	40	3120

Detail of Charges

Monthly Base Charge		\$31.00
Usage Charge	3120 kWh @ \$0.08161	\$254.62
On-Peak Demand	5.12 kW @ \$1.25	\$6.40
Grid Capacity Charge	12.72 kW @ \$2.00	\$25.44
Current Charges		\$317.46



PERIOD ENDING	SEP 2023	SEP 2024
Avg Daily Temp	64	68
Avg Daily kWh	77	104

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

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

SECONDARY:

Account Number 868002
Due Date 10/31/2024
Amount Due \$317.46

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





7401 Yukon Drive
Bismarck, ND 58503
Office: (701) 223-1513
Payments: (855) 937-1736
www.capitalelec.com

Statement Date 10/16/2024
Account Number 868029
Due Date 10/31/2024

Billing Summary

Previous Balance \$40.98
Payment(s) Received Thank You! \$-40.98
Balance Forward \$0.00
Charges \$37.95
Amount Due \$37.95

A Touchstone Energy[®] Cooperative

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

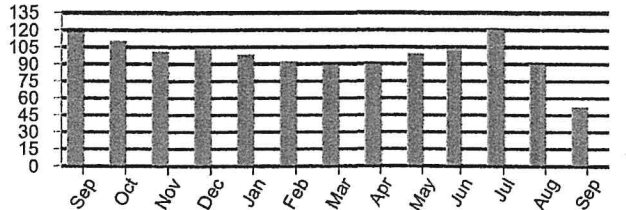
Message(s) On-Peak Occurred: 09/09/2024 5:30 PM - 6:00 PM
Grid Capacity Occurred: 06/08/2024

Service Address: 1951 NE 93RD ST

Meter #	Rate Description	From	To	Days	Previous	Present	Mult.	kWh
93622953	RURAL RESIDENTIAL/SMALL COMM	09/01/2024	10/01/2024	30	3557	3609	1	52

Detail of Charges

Monthly Base Charge		\$31.00
Usage Charge	52 kWh @ \$0.08161	\$4.24
On-Peak Demand	0.156 kW @ \$1.25	\$0.20
Grid Capacity Charge	1.254 kW @ \$2.00	\$2.51
Current Charges		\$37.95



PERIOD ENDING	SEP 2023	SEP 2024
Avg Daily Temp	64	68
Avg Daily kWh	4	2

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

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

SECONDARY:

Account Number 868029
Due Date 10/31/2024
Amount Due \$37.95

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





(701) 258-8710 • Fax (701) 223-6041
Office Hours M-Th 8-4:30 and F 8-4
www.southcentralwaternd.com

P.O. Box 4182
Bismarck, ND 58502-4182

Account Number: 05790400-00
Service Address: MCDOWELL DAM HOUSE
Billing Date: 10/21/2024
Current Charges: 241.35
Past Due Charges: 0.00
Amount Due by 11/10/2024: 241.35
Amount Due After 11/10/2024: 245.35

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: 241.35

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: 520.65 - 09/30/2024
Billing Date: 10/21/2024

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

Current Reading: 10/01/2024 2276000
Previous Reading: 09/03/2024 2247100
Usage: 28900

Important Messages
REMINDER: YOU MAY NOW PAY YOUR BILL VIA DEBIT OR CREDIT CARD. YOU CAN CALL 844-793-7222 OR VISIT [HTTPS://SOUTHCENTRAL.BILLINGDOC.NET](https://southcentral.billingdoc.net) IN ORDER TO DO SO YOU WILL NEED YOUR WEB ID FROM YOUR BILL
IF YOU PAY BY CREDIT OR DEBIT CARD THE VENDOR THAT PROCESSES THE PAYMENTS DOES CHARGE A SERVICE FEE
IF YOU WOULD LIKE YOUR BILL E-MAILED TO YOU SEND REQUEST TO JSCHMIDT@SOUTHCENTRALWATERND.COM
IF YOU ARE INTERESTED IN AUTO PAY PLEASE CALL US AT 258-8710
USAGE ON THIS BILL IS FROM SEPTEMBER
OUR OFFICE WILL BE CLOSED ON MONDAY, NOVEMBER 11 IN HONOR OF VETERAN'S DAY & THURSDAY, NOVEMBER 28 FOR THANKSGIVING DAY!

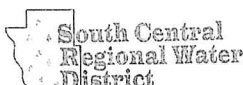
Service	Current	Past-Due	Balance
MONTHLY MINIMUM	34.00	0.00	34.00
WATER COST	207.35	0.00	207.35
Totals:	241.35	0.00	241.35
DUE DATE	11/10/2024		

THANK YOU FOR YOUR PREVIOUS PAYMENT

USAGE HISTORY IN GALLONS

OCT 2023	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024	AUG 2024	SEP 2024	OCT 2024
28000	3300	3100	3600	3800	3000	4100	3600	10800	10800	10800	68800	28900
H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	ESTIMATE	ESTIMATE	H-HELD	H-HELD

PLEASE KEEP THIS PORTION FOR YOUR RECORDS
SOUTH CENTRAL REGIONAL WATER DISTRICT
(701) 258-8710





(701) 258-8710 • Fax (701) 223-6041
Office Hours M-Th 8-4:30 and F 8-4
www.southcentralwaternd.com

P.O. Box 4182
Bismarck, ND 58502-4182

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

Account Number: 05791540-00
Service Address: MCDOWELL DAM PARK
Billing Date: 10/21/2024
Current Charges: 190.25
Past Due Charges: 0.00
Amount Due by 11/10/2024: 190.25
Amount Due After 11/10/2024: 194.25



883 Web ID

Amount Enclosed: 190.25

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: 244.15 - 09/30/2024
Billing Date: 10/21/2024

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

Current Reading: 10/01/2024 621300
Previous Reading: 09/01/2024 599700
Usage: 21600

Important Messages
REMINDER: YOU MAY NOW PAY YOUR BILL VIA DEBIT OR CREDIT CARD. YOU CAN CALL 844-793-7222 OR VISIT [HTTPS://SOUTHCENTRAL.BILLINGDOC.NET](https://southcentral.billingdoc.net) IN ORDER TO DO SO YOU WILL NEED YOUR WEB ID FROM YOUR BILL
IF YOU PAY BY CREDIT OR DEBIT CARD THE VENDOR THAT PROCESSES THE PAYMENTS DOES CHARGE A SERVICE FEE
IF YOU WOULD LIKE YOUR BILL E-MAILED TO YOU SEND REQUEST TO JSCHMIDT@SOUTHCENTRALWATERND.COM
IF YOU ARE INTERESTED IN AUTO PAY PLEASE CALL US AT 258-8710
USAGE ON THIS BILL IS FROM SEPTEMBER
OUR OFFICE WILL BE CLOSED ON MONDAY, NOVEMBER 11 IN HONOR OF VETERAN'S DAY & THURSDAY, NOVEMBER 28 FOR THANKSGIVING DAY!

Service	Current	Past-Due	Balance
MONTHLY MINIMUM	34.00	0.00	34.00
WATER COST	156.25	0.00	156.25
Totals:	190.25	0.00	190.25
DUE DATE	11/10/2024		

THANK YOU FOR YOUR PREVIOUS PAYMENT

USAGE HISTORY IN GALLONS

OCT 2023	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024	AUG 2024	SEP 2024	OCT 2024
9700	5400	200	100	200	100	200	800	16800	30200	39800	29300	21600
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



000001205800



200 EAST BROADWAY
PO BOX 230
STEELE, ND 58482
1.888.475.2361

Telephone No.: (701)223-7016

ACCOUNT NO: 1205800

Previous Bill	Payment/Adj	Current Billing	Total Due
\$202.52	\$202.52CR	\$202.52	\$202.52

MESSAGE CENTER

Billing Inquiries Call: 1(888)475-2361

Payments received after 08-31 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 SEPTEMBER 19, 2024 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.

REMINDER! There are two grant opportunity deadlines coming soon. The Community Partnership Grant applications will be due September 27, 2024, and the RDFC Grant applications will be due September 30, 2024. For more (Continued on subsequent pages)

BILL AT A GLANCE 09/01/2024
BISMARCK PARKS & REC

BALANCE FROM LAST BILLING		202.52
Payments Received	08-02	202.52CR
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	101.50
INTERNET SERVICES	.00

CURRENT BILLING AMOUNT 202.52

Credit Card Payment -- Do Not Pay 202.52

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



200 EAST BROADWAY
PO BOX 230
STEELE, ND 58482
1.888.475.2361

09/01/2024 000000

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

Payment Due	Total Due
Invoiced	\$202.52
Enter Amount Paid	
Credit Card	

BISMARCK PARKS & REC
400 EAST FRONT
BISMARCK ND 58504

4 3136

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



3652900000120580070122370160000202529



200 EAST BROADWAY
PO BOX 230
STEELE, ND 58482
1.888.475.2361

MONTHLY USAGE FOR Telephone No.: (701)223-7016 MEMBER NO:
22308

Service Address: 1951 93 ST NE BISMARCK, ND

Description	Qty	Amount
SUMMARY FOR: McDowell Dam		
Previous Balance Due		.00
BUSINESS LINE METERED 09/01-09/30		32.00
BUSINESS LINE		
CALLER ID		
BUSINESS LINE METERED SUBTOTAL		32.00
MANDATED FEES 09/01-09/30		
E911 FEE-BURLEIGH CO	1	2.00
TELECOMMUNICATIONS RELAY SERVICE FUND	1	.03
MANDATED FEES SUBTOTAL		2.03
SUB-TOTAL		34.03
CURRENT BILLING AMOUNT		34.03

Credit Card Payment – Do Not Pay 34.03

Your long distance (InterLATA) provider is BEK LD.
Your long distance (IntraLATA) provider is BEK LD.

MONTHLY USAGE FOR Telephone No.: (701)255-7385 MEMBER NO:
22308

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

Description	Qty	Amount
SUMMARY FOR: McDowell Dam-Concession/Shop		
Previous Balance Due		.00
BUSINESS LINE METERED 09/01-09/30		32.00
BUSINESS LINE		
CALLER ID		
BUSINESS LINE METERED SUBTOTAL		32.00
TELEPHONE SERVICES 09/01-09/30		
ON PREMISE EXTENSION - PHONE ONLY	1	2.00
FEDERAL TAX		.06
TELEPHONE SERVICES SUBTOTAL		2.06
MANDATED FEES 09/01-09/30		
E911 FEE-BURLEIGH CO	1	2.00
TELECOMMUNICATIONS RELAY SERVICE FUND	1	.03
MANDATED FEES SUBTOTAL		2.03
SUB-TOTAL		36.09
CURRENT BILLING AMOUNT		36.09

Credit Card Payment – Do Not Pay 36.09

Your long distance (InterLATA) provider is BEK LD.
Your long distance (IntraLATA) provider is BEK LD.

MONTHLY USAGE FOR BILLING NO: 701-101-2047 MEMBER NO:
22308

Service Address: 1951 93 ST NE BISMARCK, ND

Description	Qty	Amount
SUMMARY FOR: McDowell Dam		
Previous Balance Due		.00
INTERNET SERVICES 09/01-09/30		
1/2 GBPS LIGHTBAND CONNECTION	1	101.50
INTERNET SERVICES SUBTOTAL		101.50
INTERNET SERVICES		
BROADBAND USAGE - 684.05 GBS 08/31		
INTERNET SERVICES SUBTOTAL		.00
SUB-TOTAL		101.50
CURRENT BILLING AMOUNT		101.50

Credit Card Payment – Do Not Pay 101.50

MONTHLY USAGE FOR INTERNET: 701-161-2230 MEMBER NO:
22308

Service Address: 1951 93 ST NE STR 2 BISMARCK, ND

Description	Qty	Amount
SUMMARY FOR: McDowell Dam		
Previous Balance Due		.00
MISCELLANEOUS SERVICES 09/01-09/30		
MULTI-LOCATION SERVICES	1	15.00
MULTI-LOCATION SERVICES - 1/2G LIGHTBAND		
FEDERAL TAX		.45
MISCELLANEOUS SERVICES SUBTOTAL		15.45
SUB-TOTAL		15.45
CURRENT BILLING AMOUNT		15.45

Credit Card Payment – Do Not Pay 15.45





I3 VERTICALS
 1500 MEDICAL CENTER
 MURFREESBORO, TN 37129

YOUR CARD PROCESSING STATEMENT

KATHY FEIST
 BISMARCK P&R MCDOWELL DAM
 400 E FRONT AVE
 BISMARCK ND 58504-5641

241383
 P303

Page 1 of 7

THIS IS NOT A BILL

StatementPeriod	08/01/24 - 08/31/24
MerchantNumber	5166188001078800
Customer Service	1-855-786-5871



Page 2	Amounts Submitted	\$1,981.00
Page 3	Third Party Transactions	0.00
Page 3	Adjustments/Chargebacks	0.00
Page 3	Fees Charged	-\$94.59
Total Amount Funded to Your Bank		\$1,886.41

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

!ATTENTION!

EFFECTIVE OCTOBER 2024, INTERLINK IS INTRODUCING A COMMERCIAL SOLUTIONS FEE OF 0.01% THAT WILL APPLY TO ALL ACQUIRED POS VOLUMES FROM TRANSACTIONS MADE WITH BUSINESS SOLUTIONS PRODUCTS. EFFECTIVE OCTOBER 2024, A MONTHLY DEBIT NETWORKSERVICE FEE OF \$10.00 WILL BE ADDED TO THIS ACCOUNT. THIS FEE WILL APPEAR ONTHE PROCESSING STATEMENT AS A SEPARATE LINE ITEM IN THE SUMMARY OFMISCELLANEOUS FEES, IDENTIFIED AS THE DEBIT NETWORK SERVICE FEE. IN ORDER TOHELP YOU PROCESS SAFELY AND SECURELY, WE ARE WORKING WITH THE PCI COUNCIL TOHELP YOU MAINTAIN PCI COMPLIANCE, AS REQUIRED BY THE CARD ASSOCIATIONS.FAILURE TO MAINTAIN PCI COMPLIANCE WILL RESULT IN A MONTHLY NON-COMPLIANCE FEE OF UP TO \$59.95 EFFECTIVE ON YOUR OCTOBER 2024 STATEMENT. TO BECOME PCICOMPLIANT, PLEASE VISIT WWW.PCIAPPLY.COM/I3V OR CALL 844-218-5392. CONTINUINGYOUR MERCHANT ACCOUNT WITH US OR USE OF YOUR MERCHANT ACCOUNT AFTER 30 DAYSWILL REPRESENT YOUR ACCEPTANCE TO THESE TERMS.

Card Type	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
		Items	Amount	Items	Amount	Amount	
AMEXCT043	\$5.50	2	\$11.00	0	0.00	\$11.00	
DCVR ACQ	\$8.00	2	\$16.00	0	0.00	\$16.00	
Discover Debit	\$12.00	1	\$12.00	0	0.00	\$12.00	

YOUR CARD PROCESSING STATEMENT

Merchant Number 5166188001078800
 Customer Service 1-855-786-5871

Page 2 of 7
 Statement Period 08/01/24 - 08/31/24

SUMMARY BY CARD TYPE

(Total Sales You Submitted - Refunds = Total Amount You Submitted)

Card Type	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted
		Items	Amount	Items	Amount	Amount
MASTERCARD	\$22.36	14	\$313.00	0	0.00	\$313.00
Mastercard Debit	\$8.59	56	\$481.00	0	0.00	\$481.00
VISA	\$15.28	29	\$443.00	0	0.00	\$443.00
Visa Debit	\$9.28	76	\$705.00	0	0.00	\$705.00
Total		180	\$1,981.00	0	0.00	\$1,981.00
Total Sales Year To Date						\$9,459.02

AMOUNTS FUNDED BY BATCH

(Amount Submitted - Third Party) + Adjustments + Chargebacks + Fees Charged = Amount Funded

Date Submitted	Batch Number	Submitted Amount	Third Party Transactions	Adjustments/ Chargebacks	Fees Charged	Funded Amount
08/01/24	98021441015	\$145.00	0.00	0.00	0.00	\$145.00
08/02/24	98021541034	\$133.00	0.00	0.00	0.00	\$133.00
08/04/24	98021741931	\$165.00	0.00	0.00	0.00	\$165.00
08/04/24	98021741930	\$169.00	0.00	0.00	0.00	\$169.00
08/05/24	98021841611	\$68.00	0.00	0.00	0.00	\$68.00
08/07/24	98022041956	\$13.00	0.00	0.00	0.00	\$13.00
08/08/24	98022141986	\$6.00	0.00	0.00	0.00	\$6.00
08/09/24	98022241010	\$2.00	0.00	0.00	0.00	\$2.00
08/11/24	98022441958	\$77.00	0.00	0.00	0.00	\$77.00
08/11/24	98022441959	\$134.00	0.00	0.00	0.00	\$134.00
08/12/24	98022541601	\$284.00	0.00	0.00	0.00	\$284.00
08/13/24	98022641897	\$44.00	0.00	0.00	0.00	\$44.00
08/14/24	98022741948	\$45.00	0.00	0.00	0.00	\$45.00
08/16/24	98022941045	\$20.00	0.00	0.00	0.00	\$20.00
08/18/24	98023141915	\$116.00	0.00	0.00	0.00	\$116.00
08/19/24	98023241579	\$154.00	0.00	0.00	0.00	\$154.00
08/20/24	98023341904	\$30.00	0.00	0.00	0.00	\$30.00
08/23/24	98023641017	\$15.00	0.00	0.00	0.00	\$15.00
08/25/24	98023841917	\$99.00	0.00	0.00	0.00	\$99.00
08/25/24	98023841916	\$20.00	0.00	0.00	0.00	\$20.00
08/26/24	98023941577	\$189.00	0.00	0.00	0.00	\$189.00
08/28/24	98024141949	\$18.00	0.00	0.00	0.00	\$18.00
08/29/24	98024241990	\$7.00	0.00	0.00	0.00	\$7.00
08/30/24	98024341009	\$14.00	0.00	0.00	0.00	\$14.00
08/31/24	98024441979	\$14.00	0.00	0.00	0.00	\$14.00
	Month End Charge	0.00	0.00	0.00	-\$94.59	-\$94.59
Total		\$1,981.00	0.00	0.00	-\$94.59	\$1,886.41

AMOUNTS SUBMITTED

Date Submitted	AMEXCT043	Discover Debit	DCVR ACQ	Mastercard Debit	MASTERCARD	Total Submitted
08/31/24	\$11.00	\$12.00	\$16.00	\$481.00	\$313.00	\$833.00
Sub-Total	\$11.00	\$12.00	\$16.00	\$481.00	\$313.00	\$833.00

Bliss Law Firm, LLC
6652 223rd St. NE
McKenzie, ND 58572

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

November 4, 2024

Invoice #569

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
10/1/2024 (937G) Review of Burnt Creek O&M manual provisions; amend Kalboys and Travis Johnson contracts; forward to Mike Gunsch for HE review; allocation of duties.	1.00 306.00/hr	306.00
10/2/2024 (910B) Review file, email correspondence, telephone calls from Manager Jones regarding Kalboys, Travis Johnson service and maintenance contracts; amend drafts of both documents; forward drafts to Manager Jones and Mike Gunsch for review prior to our 10/4 conference in regard to the same.	2.00 306.00/hr	612.00
10/3/2024 (937G) Telephone call from Manager Jones regarding her meeting with Marcus Hall regarding County's involvement in Burnt Creek Floodway and implications for maintenance contracts.	0.50 306.00/hr	153.00
10/4/2024 (937G) Prepare for meeting at Houston Engineering with Mike Gunsch, Manager Jones regarding Travis Johnson, Kalboys contracts for services; review, amend proposed contracts.	0.50 306.00/hr	153.00
(937G) Attend meeting at Houston Engineering with Manager Jones, Mike Gunsch regarding Travis Johnson, Kalboys contracts.	1.00 306.00/hr	306.00
10/9/2024 (312) Prepare for Board meeting; attend Board meeting.		1,000.00
(312) Post-board meeting telephone call to Mike Gunsch to discuss Conservancy membership, participation.	0.50 306.00/hr	153.00
10/29/2024 (910B) Review file; follow-up telephone calls to Chairman Landenberger, Manager Reep regarding Hogue Island Assessment District protest hearing; telephone call from Manager Binegar regarding same; follow-up telephone calls to/from Mike Gunsch regarding Houston Engineering Project-related correspondence, reports regarding Project design and implementation.	1.00 306.00/hr	306.00

	<u>Hrs/Rate</u>	<u>Amount</u>
10/29/2024 (910B) Receipt and review of Houston Engineering memo on Hogue Island project from Mike Gunsch.	0.50 306.00/hr	153.00
(910B) Prepare for Board protests hearing; attending hearing at the City/County Building.	1.50 306.00/hr	459.00
10/30/2024 (910B) Review Gunsch memorandum; legal research regarding respectively appeal rights of assessment decisions by Board; prepare for special Board meeting on protest; attend meeting; post-hearing drafting of letter to Mr. Beierle regarding Board's denial of his protest, forward to Chairman Landenberger for his review and approval; forward denial letter to Mr. Beierle via electronic mail and hard copy.	2.00 306.00/hr	612.00
For professional services rendered	<u>10.50</u>	<u>\$4,213.00</u>
Previous balance		\$5,375.80
Accounts receivable transactions		
10/10/2024 Payment - Thank You. Check No. 2232.		<u>(\$5,375.80)</u>
Total payments and adjustments		<u>(\$5,375.80)</u>
Balance due		<u><u>\$4,213.00</u></u>

Please note our new street address for future payments and correspondence:
6652 223rd St. NE
McKenzie, ND 58572

INVOICE

County of Burleigh
PO Box 5518
221 N 5th Street
Bismarck, ND 58506-5518

Invoice Date	Invoice Number	Rev.
10/30/2024	240582	0
Customer P.O. Number		
Reference		

Questions ? Please See Phone Number Below (701) 222-6718

Bill To :

BURLEIGH COUNTY WATER RESOURCE DISTRICT
PO Box 1255
BISMARCK, ND 58502

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

Attn: Accounts, Payable

Phone: Fax:

Project: Hwy Dept.
(701)204-7748

Qty	Unit	Product#	Description	Unit Price	Extended	Tax	Freight
1.00	EA		Burleigh County Water Resource District cost share for removal of trees from Apple Creek along Sibley Drive - project #24072	13,000.0000	13,000.00	0.00	0.00

NOTES:

Sub-Total:	13,000.00
Freight:	0.00
Tax:	0.00
Total Amount:	13,000.00

ORIGINAL

WEISZ & SONS INC CONTRACTORS

Weisz & Sons, Inc.
PO Box 1756
Bismarck, ND 58502
Phone: (701) 258-9770
Email: invoices@weiszandsons.net

Invoice

Invoice Number
10039
Invoice Date
10/30/2024

Bill To: Burleigh County
221 N 5th St

Re: Apple Creek Bank Stabilization
Apple Creek & Sibley Dr

Bismarck, ND 58501

Our Job No	Customer Job No	Customer PO	Payment Terms	Due Date
M24-299			Net 15 Days	11/14/2024
Description				Price
Remove trees from Apple Creek along Sibley Drive				15,000.00 ✓

Burleigh County Water Resource District agrees to pay \$13,000 for tree removal.

Billed 10/30/24 - MV #240582

OK
DS
10-30-24
'878'
Project #24072
MS

Please pay invoice by cash, check, or credit card

Please make checks payable to:
Weisz & Sons, Inc.

Total Due \$ 15,000.00



Pay your invoices online at:
<https://fs.iqpro.com/lxioat>

Payment Portal Login:
Customer ID: 30195
Billing Zip Code: 58501

Credit card transactions will be charged a 3.5% service fee

Statements only available upon request.
A finance charge of 1.5% per month will be charged on all past due accounts.

Thank you for your business!



Fronteer Professional Services Inc
 1838 E Interstate Ave Ste B
 Bismarck, ND 58503

Date: October 31, 2024
 Invoice #: 0000004218
 Terms: Net

Burleigh Co. Water Resource District
 PO BOX 1255
 BISMARCK, ND 58502-
 (701)426-6439

Total Due: \$2,200.00

Detach And Return With Payment

Fronteer Professional Services Inc 1838 E Interstate Ave Ste B, Bismarck, ND 58503

Description	Amount	Total
Monthly Administrative Work-Per Agreement	\$2,110.00	\$2,110.00
Terminal Server Fees	\$90.00	\$90.00
Total:		\$2,200.00

Thank you for your business!



Fronteer Professional Services Inc
 1838 E Interstate Ave Ste B
 Bismarck, ND 58503

Date: September 30, 2024
 Invoice #: 0000004192
 Terms: Net

Burleigh Co. Water Resource District
 PO BOX 1255
 BISMARCK, ND 58502-
 (701)426-6439

Total Due: \$52.00

Detach And Return With Payment

Fronteer Professional Services Inc 1838 E Interstate Ave Ste B, Bismarck, ND 58503

Description	Amount	Total
September 2024 Presort Charges	\$52.00	\$52.00
Total:		\$52.00

Thank you for your business!

INVOICE



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

Invoice Number: 73633
Date: November 07, 2024
Project Number: R006025-0032

HOGUE ISLAND BANK STABILIZATION – MR 1321.89 TO MR 1322.22

For Professional Services Rendered Through: November 02, 2024
BCWRD Account No.: 937H

See attached Project Status Report and Invoice Description.

005 - Construction Management Services Professional Services

	Hours	Rate	Amount
Engineer 13	13.75	259.00	\$3,561.25
Project Assistant 2	2.50	97.00	\$242.50
	16.25		\$3,803.75

Reimbursable Expenses

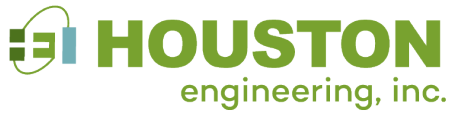
	Units	Rate	Amount
Reproductions and Printing	1.0000	608.580	\$608.58
Reproductions and Printing	1.0000	256.680	\$256.68
			\$865.26

005 - Construction Management Services Total: \$4,669.01

Invoice Total \$4,669.01

Outstanding Invoices

Invoice Number	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
Total Prior Billing						



Project Status and Invoice Description

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

HEI Project No.: 6025-0032: Missouri River Mile 1321.89 through 1322.22
BCWRD Account No. 937H
Project Name: Hogue Island Stabilization Special Assessment District

Billing Period: *September 29, 2024 through November 2, 2024*

Professional engineering and surveying services related to Missouri River Bank Stabilization associated with the creation of the Special Assessment District by the BCWRD to protect those residential properties identified in the Preliminary Engineering Report. *This invoice is specific to the 2023 bank line erosion on the south end of Hogue Island associated only with the Residentials Stabilization Measures.*

Tasks Completed:

- Continued working with the submittal of project documents to Bond Counsel
- Coordination with legal regarding advertisements for project creation and the Public Hearing related to assessment protests.
- Final preparation for Public Hearing and Special Meeting to certify assessments prior to the October 31st deadline.
- Prepare Memorandum after public hearing, relative to protest filed and then attend special board meeting for decision on protest then filed certification paperwork with the County Auditor.

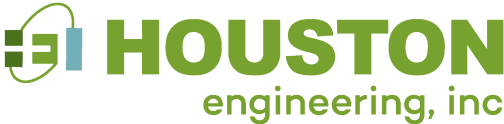
Comments and Issues

- The Board has requested the preparation of record drawings to be provided to the State Water Commission and USACE as part of the final permit and cost share processing. This work to be completed in the next few months as schedules permit.

See accompanying invoice for personnel cost breakdown.

Phase (005) Construction Management Services	\$ 3,803.75
<u>Bismarck Tribune Advertising</u>	<u>\$ 865.26</u>
Total Invoice \$	4,669.01

INVOICE



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

Invoice Number: 73634
Date: November 07, 2024
Project Number: R084241-0000

BCWRD - General Engineering Services

For Professional Services Rendered Through: November 02, 2024
Email Invoices: BCWRD@midco.net & dwrburleighwrld@gmail.com

BCWRD Project No.: 315 - Engineering Administration

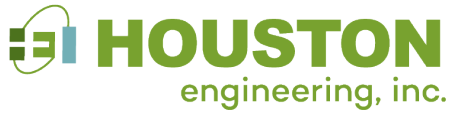
See attached Project Status Report and Invoice Description.

Fee Services
000 - Burleigh Co. WRD - General
Burleigh Co. WRD - General Lump Sum Total: \$1,000.00

007 - General Services - Hourly			
Professional Services			
	Hours	Rate	Amount
Engineer 13	4.00	259.00	\$1,036.00
Project Assistant 2	.50	97.00	\$48.50
	4.50		\$1,084.50
007 - General Services - Hourly Total:			\$1,084.50

Invoice Total \$2,084.50

Outstanding Invoices						
Invoice Number	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
Total Prior Billing						



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: *September 29, 2024 through November 2, 2024*

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:

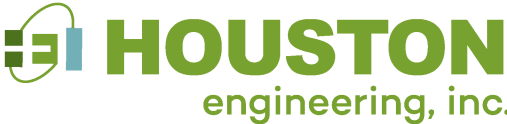
- **October Board Meeting**
- Meeting preparation and discussion, rescheduling
- Review minutes and provide agenda updates
- Various BCWRD issues, contacts, and calls
- Hourly time as noted below –

Comments:

- This invoice is for Board meeting related time along with limited 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.
- The hourly time related to the special board meeting and related topics, and time related to creating the O&M Contractor Agreements for various BCWRD projects.

Phase (000) General Services (retainer)	\$ 1,000.00
Phase (007) Hourly	\$ 1,084.50
Total	\$ 2,084.50

INVOICE



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

Invoice Number: 73635
Date: November 07, 2024
Project Number: R126025-0012

Missouri River Correctional Facility FHMP

For Professional Services Rendered Through: November 02, 2024
BCWRD Account No.: 937F-1

Work Order No. 18; Specific Authorization No. 25

Amendment #1

See attached Project Status Report and Invoice Description.

600 - Construction Management Services

005 MRCC Operations and Maintenance Activities

Professional Services

	Hours	Rate	Amount
Engineer 13	4.00	259.00	\$1,036.00
Engineer 5	4.75	176.00	\$836.00
Engineer 9	10.75	218.00	\$2,343.50
Land Surveyor 2	2.00	172.00	\$344.00
One Person Crew	4.00	183.00	\$732.00
	25.50		\$5,291.50

Reimbursable Expenses

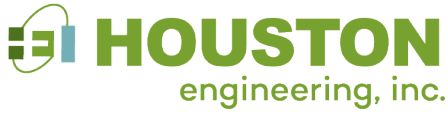
	Units	Rate	Amount
Unit - Company Survey/Inspection Mileage (BSK)	25.0000	.870	\$21.75
Unit - Company Truck Mileage - (BSK)	20.0000	.870	\$17.40
Unit - GPS (BSK)	3.0000	25.000	\$75.00
			\$114.15

600 - Construction Management Services Total: \$5,405.65

Invoice Total \$5,405.65

Outstanding Invoices

Invoice Number	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
Total Prior Billing						



Project Status and Invoice Description

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

HEI Project No.: 6025-0012-600-005
BCWRD Account No. 937F-1
Project Name: Missouri River Correction Facility FHMP

Billing Period: *September 27, 2020 through November 2, 2024*

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

Tasks Completed:

- Contact MRCC staff regarding annual inspection and status of levee system.
- Meeting on site with MRCC staff, review status, complete levee inspection report
- The Board authorized 5-years levee survey, which was completed on centerline
- Prepared P&P survey documents on settlement
- Observation report to the BCWRD and MRCC

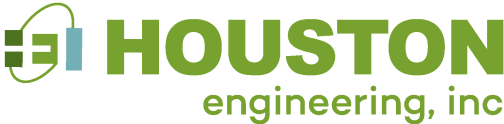
Comments and Issues:

- There were limited issues identified in the site inspections
- Landowner discussions for those areas off MRCC property
 - Some weed control questions arose
- Levee survey documented locations with lower elevations, none outside anticipated compliance/settlement. Information on record for O&M Manual.
- MRCC Staff provided a copy of the O&M agreement.
- These expenses are to be charged to the project O&M account.

See accompanying invoice for personnel cost breakdown.

Phase (600-005) O&M Activities	\$ 5,405.65
Total	\$ 5,405.65

INVOICE



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

Invoice Number: 73636
Date: November 07, 2024
Project Number: R146025-0018

Burleigh County WRD Drainage Complaints

For Professional Services Rendered Through: November 02, 2024
BCWRD Account No.: 960

See attached Project Status Report and Invoice Description.

000 - General Inquires Professional Services

	Hours	Rate	Amount
Engineer 13	2.00	259.00	\$518.00
	2.00		\$518.00
000 - General Inquires Total:			\$518.00

038 - Grass Lake Drainage Complaint Professional Services

	Hours	Rate	Amount
Engineer 13	2.25	259.00	\$582.75
Project Assistant 2	.75	97.00	\$72.75
	3.00		\$655.50
038 - Grass Lake Drainage Complaint Total:			\$655.50

039 - Randy Koch Complaint (48th Avenue) Professional Services

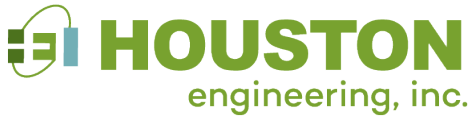
	Hours	Rate	Amount
Engineer 13	9.25	259.00	\$2,395.75
Engineer 2	13.50	150.00	\$2,025.00
Engineer 7	4.00	198.00	\$792.00
Engineer 9	3.75	218.00	\$817.50
	30.50		\$6,030.25

039 - Randy Koch Complaint (48th Avenue) Total: \$6,030.25

Invoice Total	\$7,203.75
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Outstanding Invoices

Invoice Number	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
Total Prior Billing						



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
Project Name: Drainage Complaints

Billing Period: *through November 2, 2024*

Professional engineering and surveying services related to evaluating drainage complaints.

Phase (000) – General Inquires

These services were related to the final letter on the Southland tree and Goetz issue on Moonlite Drive in July. Phone call regarding an issue within the City of Bismarck, that in turn were referred to City Engineering.

Phase (038) – Grass Lake Complaint

Memorandum revision to document overflow elevation determination then notice and order letter mailed to the parties.

Phase (039) – Randy Koch Drainage Complaint

Evaluated the watershed contributing to the impact area on the Koch parcel and then projected runoff changes from the agricultural to now partially urbanized conditions within the Metro Industrial Park Subdivision. The changes in runoff generated between the two conditions were noted as being significant. A memorandum regarding these changes and optional solutions was prepared, and then shared with the BCHD and City of Bismarck. The BCHD developed a potential OPC for a drainage system based on an approach outlined several years ago. A meeting with the City was requested to discuss this complaint, however, there has not been a response to that request.

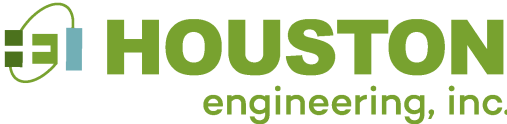
Comments:

- These complaints will continue to be reviewed at the direction of the Board.

Phase (000) – General Inquires	\$ 518.00
Phase (038) – Grass Lake	\$ 655.50
<u>Phase (039) – Randy Koch Drainage Complaint</u>	<u>\$ 6,030.25</u>
Total Invoice	\$ 7,203.75

See accompanying invoice for personnel cost breakdown.

INVOICE



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

Invoice Number: 73637
Date: November 07, 2024
Project Number: R146025-0022

BCWRD - Apple Creek Watershed Projects

For Professional Services Rendered Through: November 02, 2024
BCWRD Account No.: 940A

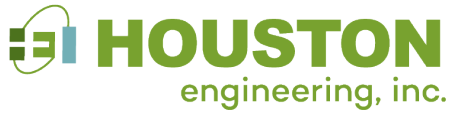
See attached Project Status Report and Invoice Description.

004 - U-Mary Slide Action Plan 2024 Professional Services

	Hours	Rate	Amount
Engineer 13	31.25	259.00	\$8,093.75
	31.25		\$8,093.75
004 - U-Mary Slide Action Plan 2024 Total:			\$8,093.75
Invoice Total			\$8,093.75

Outstanding Invoices

Invoice Number	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
Total Prior Billing						



Project Status and Invoice Description

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

HEI Project No.: 6025-0022: Apple Creek Watershed U-Mary Slide
BCWRD Account No. 940A
Project Name: U-Mary Slide Emergency Action Plan

Billing Period: *through November 2, 2024*

Professional engineering services related to creating an Emergency Action Plan to address the risks associated with the large landslide occurring west of the University of Mary and east of Apple Creek, including time associated with, but not limited to the following:

Phase 004 – Emergency Action Plan

- Coordinate with the BCHD regarding the USACE permitting and after-action reports associated with the placement of rock rip rap east along Sibley Drive.
- Meeting with the BCHD and Burleigh County Emergency Manager regarding the risks to the slide and need for additional meetings.
- Coordinate and hold a stakeholder meeting to discuss existing conditions, risks, status of the slide and opportunities associated with creating an Emergency Action Plan (EAP) to prepare should a failure occur, as well as consider grant opportunities to pursue a review of existing conditions and define solutions or resolutions that might be implemented to prevent additional failure. The stakeholders included state, federal and local agencies as well as U-Mary and their consultant.
- Prepared a draft EAP outline, defined the impact area based on two selected failure locations, then created mapping of the critical impact locations.
- Prepared a listing of the three primary property impact zones including, rural residential, agricultural, and access to properties south of the failure zone.
- Set up a meeting with NDDDES and others regarding HMGP grant funding and the need for third-party consulting review of what occurred. The focus appears to be tending toward a grant for a study process.
- Discussed then coordinated with the BCRD for tree removal from with the Apple Channel at the Board’s direction. The BCHD received bids and selected the contractor to complete this work. Tree removal has been completed.
- Started to prepare a memorandum for BCWRD Board direction on approach to the next steps, which requires several potential submittals to either NDDDES or the ND Department of Water Resources. The costs share varies between these sources.

Comments:

- This invoice is the first related to this EAP and grant process. Additional costs are anticipated as the process progresses.
- The U-Mary contractor is planning to install the slope drainage systems in November prior to freeze up.

<u>Phase (004) U-Mary Slide Action Plan</u>	<u>\$ 8,093.75</u>
Total	\$ 8,093.75

INVOICE

Invoice # 7215

Invoice Date 10/1/2024

Bill To

Burleigh County Water Resource Board
 PO Box 1255
 Bismarck, ND 58502

IF PAYING BY CREDIT CARD, FILL OUT BELOW.	
<input type="checkbox"/> MASTERCARD <input type="checkbox"/> VISA	Pay Online @ http://www.taointeractive.com/billpay
CARD NUMBER	SIGNATURE CODE*
SIGNATURE	EXP. DATE
PAY THIS AMOUNT \$399.90	SHOW AMOUNT PAID HERE \$

*MASTERCARD & VISA : Last 3 digits on back of card

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Make checks payable to: **Tao Interactive Inc**

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Item	Description	P.O. No.	Terms Due on receipt	Project www.bcwrdd.org		
				Qty	Rate	Amount
WEBSITE	www.bcwrdd.org (12/1/2024-11/30/2025) Annual Web site hosting fee Includes: - 250MB storage - 50GB data transfer - tao cms™ Web Content Manager				299.95	299.95
DOMAIN-CLIENT	Client / Solution Partner Managed Domain - bcwrdd.org				0.00	0.00
SSLCERT	SSL Certificate annual fee				99.95	99.95
	Total Annual Hosting					399.90

Thank you for your business.

Total	\$399.90
Payments/Credits	\$0.00
Balance Due	\$399.90