BURLEIGH COUNTY WATER RESOURCE DISTRICT AGENDA
Tuesday, December 10, 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 11/13/2024 Minutes: 3-6**
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 (Preliminary Results – Memo Pending)
    b. Bank Stabilization and Trail Protection (Draft Plans Completed – OPC) – Spring 2025 7-8
    c. Emergency Action Plan Updated (Sent to Plan Holders) – 2024 Emergency Exercise (Requested)
6. Financial Reports (Reep):
    a. **Balance Sheet 11/30/2024 .....9-10**
    b. **P&L 11/30/2024 .....11-12**
    c. **CD Recommendations 13-14**
    d. **2025 Budget Update (Woodcox) 15**
7. Drainage Permits/Complaints/Issues: *Open:*
    a. Randy Koch – Memorandum and meeting (pending)
8. Drainage Permits/Complaints/Issues: *Closed:*
9. Projects:
    a. Hoge Island Stabilization (Binegar):
        i. Bond Sales (Financing Resolution) 16-22
        ii. Record Drawings (completed – transmittal to the DWR pending)
        iii. Access Easement Revisions (Pending – Spring 2025)
    b. Burnt Creek Floodway Weed Control/Maintenance (Jones)
    c. Apple Creek U-Mary Slide – Emergency Action Plan (Smith)
        i. Slope drainage installation (completed?)
        ii. HMGP Grant Application 23-99
        iii. **DWR – Web Grant Submittal** (to determine project eligibility)
10. Other Old Business:
    a. Burleigh County CRS (Update – Ongoing, Community Action Visit – Tentative Feb 2025)
    b. Years of Service Submittal to NDWRD's
    c. Burleigh County WRD Assessment District Projects (2024 Special Assessments Submitted)
    d. Missouri River Joint Board Update – EAE Meetings
        i. Joint Powers Agreement (signature required).....100-108
    e. Missouri River USACE AOP Meeting
    f. NDDOT Permit (Bliss)

11. New Business
    a. Heart Butte Dam Environmental Assessment.....109
    b. 2025 Proposed Meeting Dates.....110

12. Correspondence or Document Information:
    a. Temporary Water Permit – ND National Guard.....111
    b. Plats & SWMP's – Not included due to size…Available on request.
        i. Rath Subdivision Final Plat
        ii. RRH Subdivision
        iii. Apple Creek Country Club Fourth Subdivision
        iv. Sonnet Heights Subdivision Tenth Replat

13. Approval of Bills ($73,078.85) 112

14. Detailed Bills 112-177

15. Next Meeting: Wednesday , January 8, 2025, 8:00 AM, Tom Baker Room

16. Adjourn

Note: Bold Items Require Board Action

BCWRD Meeting Minutes
November 13, 2024
Draft - Not Approved Yet

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date

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), Mitch Flanagan, Burleigh County Planning & Zoning

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 10/09/2024, 10/28/2024, and 10/30/2024 Minutes		Mgr. Jones motions to approve 10/09/2024, 10/28/2024 and 10/30/2024 minutes; Mgr. Smith seconds. Motion carried by unanimous voice vote		
Amendments and Approval of Agenda	Add ND DOT Permit under old business. Add Joint Powers Agreement under old business. Add Change Meeting date for December	Mgr. Jones motions to approve agenda, Mgr. Binegar seconds. Motion carried by unanimous voice vote.		
Comments from Members of the Pubic	None noted.			
McDowell Dam				
Supplemental Water Supply Easement Acquisition Status	Appraisals should be completed in the next week or so.			
Updated Water Supply Simulation	Still in process			
Emergency Spillway Bank Stabilization	No Update (Spring)			
Emergency Action Plan	Plat has been updated.			
NRCS Field Inspection	Dave Robinson and Randy Binegar were in attendance for this inspection. Inspector indicated that she hadn't found any major issues.			
Financial Reports				
Balance Sheet	None noted.	**Mgr. Reep motions to approve balance sheet, Mgr. Jones 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
Website Update	Proposal to update the website is in the packet	**Motion to approve moving forward with updating the website is made by Mgr. Binegar. Mgr. Jones seconds. Motion carried by unanimous roll call vote.**		
Drainage Permits/Complaints/ Issues: Open				
	Randy Koch – There is some talk about gravel mining having been done in this location. Mr. Gunsch is looking into this. Conversations are ongoing.			
Drainage Permits/Complaints/ Issues: Closed				
Projects				
Sibley Island				
Project Close Out	No Updates			
Public Comments	None			
Hoge Island Stabilization				
Public Hearing/Special Board Meeting	Public Hearing was held on October 28th and continued to October 30th in order for research to be done on Beierle protest.			
Beierle Protest	Memorandum is in the packet.			
Bond Sales	This is moving ahead, amount may need to be increased.			
Record Drawings	Houston is working on these for the corps and state engineer. Some discussion was had about putting together a one page summary for the Missouri River Joint Board. Houston will put this together.			
Access Easement Revisions	Pending – Winter project			
ACEC Award	This Board agreed to sponsor Houston Engineering's nomination			
Burnt Creek Floodway				

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
Agreements		Mgr. Jones motions to approve the Kalboys 5 year contract. Mgr. Binegar seconds. Motion carried by unanimous roll call vote. Mgr. Jones motions to approve the contract with LowKey. Mgr. Smith seconds. Motion carried by unanimous roll call vote.		
Sign Pro Sign Installation	This has been paid for and installed			
MRCC 2024 Observation Report	5 Year top of levee survey has been completed. Everything looks good			
Apple Creek/U-Mary Slide	Impact area mapping handout is in the packet.			
Impact Area Mapping	Map has been completed but not released. Impact area is rather large. Meeting to be held next week.			
HMGP Grant Opportunity		Mgr. Jones motions to have Houston move forward and apply for the two grant opportunities. Mgr. Smith seconds. Motion carried by unanimous roll call vote.		
Other Old Business				
Burleigh County CRS	CAM visit has been moved to Jan or Feb. At this time there is a pole barn located within the flood way that Apple Creek Township approved and permitted. The location may prevent Burleigh County from joining the CRS Program.	Meeting is set up with Mitch, Mgr. Landenberger, Attorney Bliss, Mgr. Jones, Commissioner Woodcox, and Michael Gunsch as soon as possible.		
Years of Service Submittal to NDWRDs	Mgr. Reep is still working on this.			
Burleigh County WRD Assessment District Projects (Annual Assessments)	No update – Burnt Creek and Hogue Island are completed			
Missouri River USACE AOP Meeting	Michael gave a quick recap			
Missouri River Joint Board Update	Next meeting the Board will need to decide on signing the Joint Powers Agreement			
Policy Manual	No Update			
Missouri River Ice Jam and BFE Advisory	No updates			

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
ND DOT Permit	Summit Point Subdivision. Hwy dept is asking for Board approval, the Board doesn't feel that it has authority to give approval. Attorney Bliss is working on this and will report back next month			
New Business	None			
US Geological Survey JFA	FYI			
Joint ND Water Convention and Irrigation Workshop	FYI			
Plats & SWMPS	Available upon request			
Approval of Bills	Bills were presented totaling $65,971.91 Two additional bills added – ND Irrigation Association and ND Water Users Association	**Mgr. Reep motions to approve payment of bills, Mgr. Jones seconds. Motion carried by unanimous roll call vote.**		
Next Meeting	The next regularly scheduled meeting date is Tuesday, **December 10, 2024**, at 8:00 AM in the Tom Baker Room. (Date changed due to conflict)			

With no further business the meeting adjourned at 9:41 a.m.

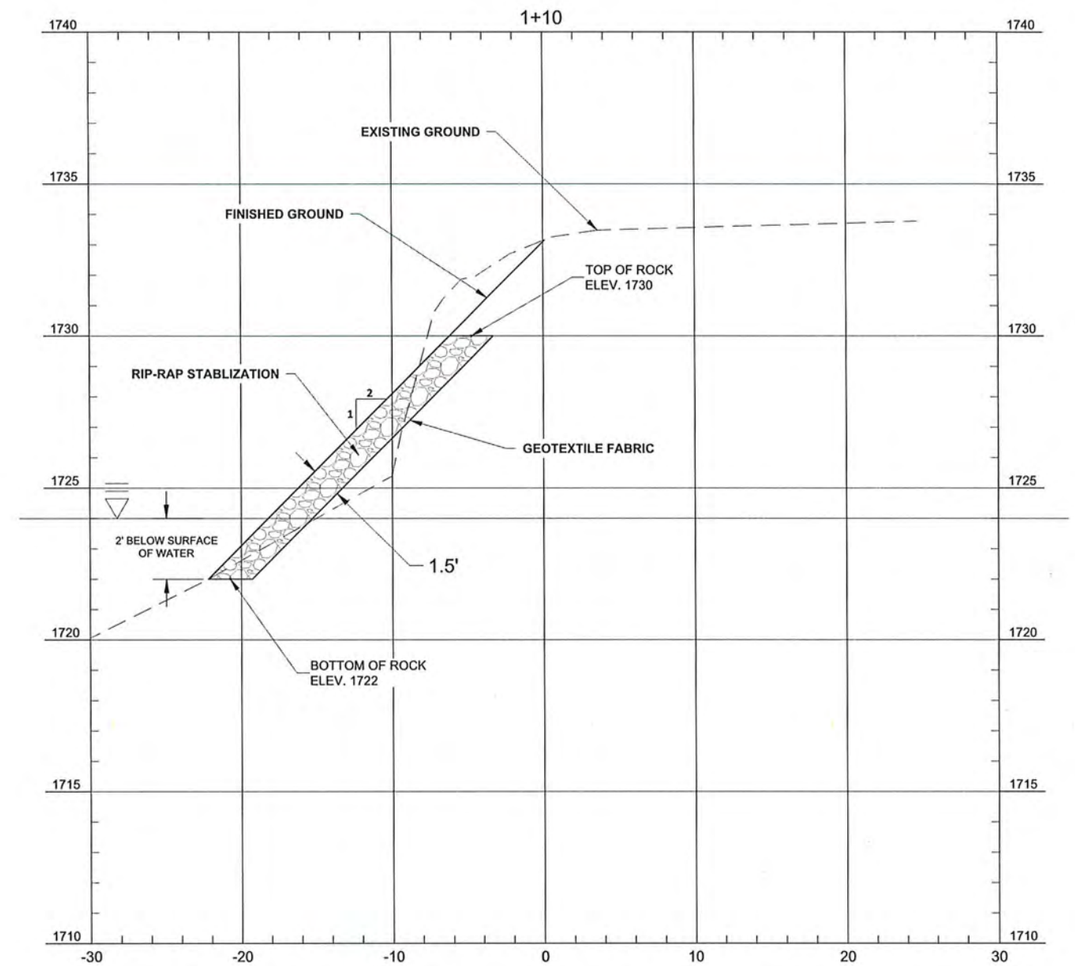
Wendy Egli, BCWRD Admin. Secretary

ESTIMATED QUANTITIES

75 CY COMMON EXCAVATION

422 SY GEOTEXTILE FABRIC

211 CY RIP RAP @ 1.8 TON/CY = 380 TON



RIPRAP BANK STABILIZATION TYPICAL SECTION

LEGEND:

- PRIMARY RIPRAP & GEOTEXTILE
- TEMPORARY CONSTRUCTION EASEMENT
- CONSTRUCTION HAUL ROUTE

NOTE:

1. DIMENSIONS MAY VARY. DIMENSIONS SHOWN ARE AT STATION 110+00 AND ARE FOR REFERENCE.
2. ASSUME TYPICAL GEOTEXTILE FABRIC ON THE GROUND WIDTH OF 24'.

This document was originally issued and sealed by MICHAEL H. GUNSCH Registration Number PE-3052 on XX-XX-XX and the original document is stored at Houston Engineering Inc.

No.	Revision	Date	By

HOUSTON engineering, inc.

Drawn by	Date
JP	XX-XX-XX
Checked by	Scale
MG	AS SHOWN

MCDOWELL DAM BANK STABILIZATION 2024
BURLEIGH COUNTY WATER RESOURCE DISTRICT
BISMARCK, ND

BANK STABILIZATION

PROJECT NO. 1032-0100-200

SHEET 4

H:\JBN\1000\1032\1032_0100\1032_0100_002 McDowell Dam Bank Stabilization 2024\CAD\Plans\300ft Buffer Exhibit.dwg-4 BANK STABILIZATION-11/20/2024 4:42 PM-(jpegors)

McDowell Dam Bank Stabilization - Opinion of Probable Cost
Burleigh County Water Resource District
HEI Project No. 1032-0100-002
Date: 12/3/24 - Preliminary based on Draft Plan Set

TOTAL ESTIMATED QUANTITIES					
Item No.	**Description**	**Unit**	**QUANTITY**	**Unit Price**	**Total Cost**
1	CONTRACT BOND	LSUM	1	$2,200	$2,200.00
2	MOBILIZATION	LSUM	1	$7,500	$7,500.00
3	CLEARING AND GRUBBING	LSUM	1	$5,000	$5,000.00
4	RIPRAP-TYPE M	TON	380	$120.00	$45,600.00
5	GEOTEXTILE FABRIC TYPE RR	SY	422	$5.00	$2,110.00
6	TRAIL CLOSURE BARRICADES & SAFETY FENCE	LSUM	1	$3,500.00	$3,500.00
7	SEEDING CLASS VI (~60 SY)	LSUM	1	$1,500.00	$1,500.00
		CONSTRUCTION COST			**$67,410.00**

Burleigh County Water Resource District (BCWRD)
Balance Sheet
As of November 30, 2024

		Nov 30, 24
ASSETS		
Current Assets		
Checking/Savings		
Bravera Bank Center Checking		
General Funds	539,112.42	
O & M Funds		
Brookfield O&M	536.70	
Burnt Creek O&M	83,074.09	
Country Creek 3rd O&M	3,258.07	
Fox Island O&M	25,468.46	
Total O & M Funds	112,337.32	
Special Assessment Districts		
Apple Valley Special Assessment	3,706.94	
Fox Island Special Assessment	119,863.42	
MRCC Special Assessment	10,354.60	
Total Special Assessment Districts	133,924.96	
Total Bravera Bank Center Checking		785,374.70
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	80,923.37	
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		721,296.59
Total Checking/Savings		1,506,671.29
Other Current Assets		
10980 · Bravera Wealth Fund		1,031,470.83
10999 · Bravera CDs - Short Term		1,303,784.60
11000 · Intergovernmental Receivable		9,776.85
11010 · Taxes Receivable		249.88
Total Other Current Assets		2,345,282.16
Total Current Assets		3,851,953.45
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		**10,681,974.92**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		

Burleigh County Water Resource District (BCWRD)
Balance Sheet
As of November 30, 2024

	Nov 30, 24
Accounts Payable	
20000 · Accounts Payable	73,078.85
Total Accounts Payable	73,078.85
Other Current Liabilities	
24001 · Accrued Payroll Taxes	1,077.20
Total Other Current Liabilities	1,077.20
Total Current Liabilities	74,156.05
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	1,777,678.55
Equity	
32000 · Retained Earnings	8,191,235.20
Net Income	713,061.17
Total Equity	8,904,296.37
TOTAL LIABILITIES & EQUITY	**10,681,974.92**

Burleigh County Water Resource District (BCWRD)
Profit & Loss Budget vs. Actual
January through November 2024

	Jan - Nov 24	Budget	$ Over Budget	% of Budget
Income				
31110 · Real Estate Tax	930,204.70	1,014,000.00	-83,795.30	91.7%
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	35,559.38	300.00	35,259.38	11,853.1%
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	56,927.56	40,000.00	16,927.56	142.3%
43810 · Reimbursements	365,243.62			
46910 · Misc Revenue	0.00	500.00	-500.00	0.0%
Total Income	1,437,912.09	1,093,300.00	344,612.09	131.5%
Gross Profit	1,437,912.09	1,093,300.00	344,612.09	131.5%
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	24,190.00	32,000.00	-7,810.00	75.6%
114 · Audit	8,565.32	18,000.00	-9,434.68	47.6%
312 · Legal Fees	18,252.20	24,000.00	-5,747.80	76.1%
315 · Engineering Administration	21,296.75	24,000.00	-2,703.25	88.7%
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	3,550.00	5,000.00	-1,450.00	71.0%
411 · Office Expense	2,352.24	3,000.00	-647.76	78.4%
415 · Bank Fees	105.39			
50913 · Interest Expense	32,180.00			
904 · McDowell Dam	243,925.34	327,500.00	-83,574.66	74.5%
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	41,245.51	150,000.00	-108,754.49	27.5%
Total 905 · McDowell Dam-Capital Improvemen	78,916.41	250,000.00	-171,083.59	31.6%
910 · Projects				
Administration	3,570.00			
Legal Fees	19,094.40			
910 · Projects - Other	0.00	98,300.00	-98,300.00	0.0%
Total 910 · Projects	22,664.40	98,300.00	-75,635.60	23.1%
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	40,750.60	20,000.00	20,750.60	203.8%
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	724,850.92	1,093,300.00	-368,449.08	66.3%
Net Income	**713,061.17**	**0.00**	**713,061.17**	**100.0%**

Burleigh County Water Resource District (BCWRD)
Profit & Loss by Class
January through November 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	930,204.70	930,204.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	930,204.70
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	35,559.38	35,559.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35,559.38
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	56,927.56	56,927.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56,927.56
43810 · Reimbursements	365,243.62	0.00	16,161.07	3,127.87	39,229.12	3,036.50	106,923.04	133,586.76	6,661.60	0.00	28,095.93	28,421.73	365,243.62
Total Income	1,437,912.09	1,054,227.27	16,161.07	3,127.87	39,229.12	3,036.50	106,923.04	133,586.76	25,102.80	0.00	28,095.93	28,421.73	1,437,912.09
Gross Profit	1,437,912.09	1,054,227.27	16,161.07	3,127.87	39,229.12	3,036.50	106,923.04	133,586.76	25,102.80	0.00	28,095.93	28,421.73	1,437,912.09
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	24,190.00	24,190.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,190.00
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	18,252.20	18,252.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,252.20
315 · Engineering Administration	21,296.75	21,296.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,296.75
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	3,550.00	3,550.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,550.00
411 · Office Expense	2,352.24	2,352.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,352.24
415 · Bank Fees	105.39	105.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.39
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	243,925.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	243,925.34	0.00	0.00	0.00	243,925.34
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	41,245.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41,245.51	0.00	0.00	0.00	41,245.51
Total 905 · McDowell Dam-Capital Improvemen	78,916.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78,916.41	0.00	0.00	0.00	78,916.41
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	19,094.40	0.00	0.00	0.00	3,243.60	0.00	0.00	4,559.40	3,304.80	0.00	0.00	7,986.60	19,094.40
Total 910 · Projects	22,664.40	0.00	650.00	0.00	4,338.60	0.00	730.00	4,559.40	3,304.80	0.00	1,095.00	7,986.60	22,664.40
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	40,750.60	21,613.95	0.00	0.00	17,946.65	0.00	1,190.00	0.00	0.00	0.00	0.00	0.00	40,750.60
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	724,850.92	183,179.03	3,900.00	0.00	28,985.25	0.00	17,962.50	36,072.91	326,146.55	17,188.52	12,688.15	98,728.01	724,850.92
Net Income	**713,061.17**	**871,048.24**	**12,261.07**	**3,127.87**	**10,243.87**	**3,036.50**	**88,960.54**	**97,513.85**	**-301,043.75**	**-17,188.52**	**15,407.78**	**-70,306.28**	**713,061.17**

December 4, 2024

Burleigh County WRD – CD Investment Summary and Renewal Option

Current Investment Summary

Investment Date: *April 12, 2024*

Fund	Amount	Rate	Maturity Date
General Fund (checking)	$303,784.60	5.01%	Dec 12, 2024
General Fund (checking)	$500,000.00	5.09%	Apr 12, 2025
Reserve Fund	$500,000.00	5.09%	Apr 12, 2025
Bravera Wealth Money Market	$1,031,256.72	4.63%	N/A

Renewal Options

$303.8K CD (Checking): *Dec 12, 2024 (10-day grace period = Dec 21, 2024)*

Fund	Amount*	Rate	Term
General or Reserve Fund	$303,784.60 + int.	4.30 – 4.50%	3 month
General or Reserve Fund	$303,784.60 + int.	4.15 – 4.35%	6 month
General or Reserve Fund	$303,784.60 + int.	4.10 – 4.30%	9 month
General or Reserve Fund	$303,784.60 + int.	4.10 – 4.30%	12 month
General or Reserve Fund	$303,784.60 + int.	4.00 – 4.20%	18 month
General or Reserve Fund	$303,784.60 + int.	3.95 – 4.15%	24 month
General or Reserve Fund	$303,784.60 + int.	3.90 – 4.10%	30 month
General or Reserve Fund	$303,784.60 + int.	3.90 – 4.10%	36 month
Bravera Deposit Fund**	$303,784.60 + int.	4.63% ***	N/A

**Note: Options available to adjust amount (principal, principal + interest, etc.)*

***Note: Bravera Deposit Fund adjusts based on market rates on the 1st and the 15th of each month.*

****Note: Bravera Deposit Fund has 0.25% annual asset management fee.*

(701) 258-2611

11/29/24
1

AUTOMATIC RENEWAL NOTICE
Certificate of Deposit

Your Time Certificate #130030532 will mature on 12/12/24. The new maturity date will be 5/12/25. If you want to make any changes to this certificate, it must be done within 10 days after the renewal date. The interest rate and annual percentage yield have not yet been determined, but will be available on 12/12/24. The current balance on your certificate as of today is 303,784.60. Please call (701) 258-2611 to learn the interest rate and annual percentage yield for your new account.

Burleigh County Water Resource Dist
PO Box 1255
Bismarck ND 58502

Thank you for banking with us.

To the Water Resource District board.

This letter is to inform you of the tax levies for the 2025 budget year regarding your organization.

At the September 16th, 2024 meeting, the County Commission voted ***"to adopt the 2025 final budget and appropriate 2024 mill levies, then amended by Comm. Munson, 2nd by Comm. Woodcox to also include the utilization of general reserve funds to subsidize the difference between last year's mill levy and this year's $27.224 million."*** Resulting in the authorization to use $393,565 to be applied as needed to ensure the zero net increase to the County's portion of property tax collections.

To get further clarification as well as because of other discussions suggesting the use of individual budgets' reserve funds rather than the General Fund I re-presented the actions taken by the Commission at the October 7th County Commission. I clarified to them that if they wanted to use individual budgets' reserve funds they could, however there were risks involved in doing so. I also informed the Commission that the County does not collect reserves for the Water Resource District budget so the only way in which to buy that one down would be through the use of General fund reserves. The final motion made by the Commission was as follows: "***Clarified motion by Comm. Munson, 2nd by Comm. Bakken to utilize the reserve funds in each department's reserve balances to help balance out the total budget. Comm. Schwab, Munson, Bakken, and Bitner voted "AYE"; Comm. Woodcox voted "NAY". Motion carried."***

Once the election was over and I was completing the Final budget there was a disagreement as to the interpretation of the motion made at the October 7th meeting. My interpretation was that because the County could not reduce reserves collected for the Water Resource District since we do not collect any we would then use General Fund Reserves to buy it down. The Finance Director disagreed with my interpretation, so I presented this question to the Commission at the December 2, 2024, Commission meeting. The Commission ultimately agreed by consensus to collect the same dollar amount collected for the Water Resource District as for the 2024 Budget while not using General Funds to offset the amount.

This will ultimately result in the County Collecting $66,040 less than requested by the Water Resource District Board. Your board will have to decide how you wish to offset this amount.

Thank you.

Mark Splonskowski
Burleigh County Auditor/Treasurer

$460,000
BURLEIGH COUNTY WATER RESOURCE DISTRICT
DEFINITIVE IMPROVEMENT WARRANT, SERIES 2024
HOGUE ISLAND BANK STABILIZATION PROJECT

FINANCING RESOLUTION

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

SECTION 1. IMPROVEMENT DISTRICT.

1.01. It is hereby found, determined and declared that the District has heretofore duly created the following improvement district within the District: Hogue Island Bank Stabilization Project (the "Improvement District"). Pursuant to North Dakota Century Code (the "N.D.C.C.") Chapter 61-16.1, the District has received petitions for the Improvement District; held public hearings according to law; determined that the owners of property representing more than 50% of the ballots cast voted in favor of the Improvement District; ordered, received and approved plans and specifications, and estimates of the cost for the construction of the Improvement District project; awarded and executed contracts for construction of said project; and approved the contractors' bonds. The District has the power to exercise through this Board jurisdiction over drain projects and may regulate streams, outlets, channels or watercourses and the flow of water therein by constructing, changing, widening, deepening, or straightening the same, or otherwise improving the use and capacity thereof. The nature and purpose of the Improvement District is to construct the Hogue Island Bank Stabilization project consisting of placing rock rip rap bank stabilization measures along the Missouri River. The total benefits to all tracts and parcels of land liable to be specially assessed for benefits resulting from the Improvement District is equal to or in excess of the cost of the project assessed against the properties as provided herein. All acts, conditions, and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed preliminary to the issuance and sale of the improvement warrant to provide money to pay for the Improvement District have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

1.02. There is hereby created a special fund of the District for the Improvement District, designated as follows: Hogue Island Bank Stabilization Project Fund (the "Fund"). The Fund shall be held and administered by the Secretary/Treasurer separate and apart from all other funds of the District and shall be continued and maintained as herein directed until all warrants issued thereon shall have been fully paid with interest. In the Fund there shall be maintained two separate accounts to be designated as the "Construction Account" and "Principal and Interest Account," respectively.

1.03. There shall be credited to the Construction Account in the Fund the proceeds of the sale of the Warrant issued against the Fund except the accrued interest and any other amounts required to be deposited into the Principal and Interest Account. All costs and expenses of making the improvements or reimbursing project costs, including interest coming due during construction, costs of issuance and payment of temporary warrants, shall be paid from time to time as incurred and allowed from the Construction Account, upon construction account warrants signed by the Chairman and Secretary/Treasurer, and moneys in the Construction Account shall be used for no other purpose,

provided, that if upon completion of the improvements and approval thereof by the Engineer for the District, and payment of all claims and expenses in respect to the improvement, there shall remain any unexpended balance in the Construction Account, such balances shall be transferred to the Principal and Interest Account of the Fund and handled and accounted for in the same manner as other moneys in that account.

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

1.05. The District hereby designates the Warrant as a "qualified tax-exempt obligation" for purposes of paragraph (3) of Section 265(b) of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder (the "Code") and covenants that the Warrant does not constitute a "private activity bond" as defined in Section 141 of the Code, and that no more than $10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income taxes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code), including the Warrant, have been or shall be issued by the District, including all subordinate entities of the District, during the calendar year 2024.

1.06. For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements in accordance with Section 148(f)(4)(D) of the Code, the District covenants that it is a governmental unit with general taxing powers; that the Warrant is not a "private activity bond" as defined in Section 141 of the Code; that ninety-five percent (95%) or more of the Net Proceeds of the Warrant are to be used for local governmental activities of the District (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the District); and that the aggregate face amount of the tax-exempt obligations (other than private activity bonds as defined in Section 141 of the Code) issued by the District, including all subordinate entities of the District, during the calendar year 2024 will not exceed $5,000,000.

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

District will continue to cause annual certification of balances of special assessments unpaid for the Improvement District to be certified for repayment over a period of years, subject to a reduction or extension of such period of time as may be deemed necessary by the District due to collection of assessments:

Improvement District	Repayment Period (Years)	Year Of First Levy	Year Of First Collection
Hogue Island Bank Stabilization Project	20	2024	2025

Installments of the special assessments from time to time remaining unpaid shall bear interest at the rate not exceeding one and one-half percentage points above the interest rate on the Warrant.

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

Fund	Principal Amount
Hogue Island Bank Stabilization Project	$460,000

1.09. The District shall prepare and file with the Burleigh County Auditor on or before February 1 of each year a complete statement of the condition and resources of the Principal and Interest Account; that in February of each year the Board of County Commissioners of Burleigh County is required by Section 61-16.1-25, N.D.C.C. to review such statement and determine whether there has been or will likely occur a default in the financial obligations secured by the Principal and Interest Account coming due in the next thirteen (13) months; and that if such a determination is made, the Board of County Commissioners shall pay from the General Fund, or levy a general property tax upon all taxable property within the County, unlimited as to rate or amount to produce an amount which will be sufficient, along with the funds in the Principal and Interest Account to equal 100% of the principal and interest coming due on the Warrant within the next twelve (12) months. Such taxes levied in accordance with the provisions of this paragraph in payment of a deficiency, or in anticipation of a deficiency, shall be paid upon collection into the Principal and Interest Account of the Fund and applied as provided in paragraph 1.04 hereof.

SECTION 2. AUTHORIZATION AND SALE OF WARRANT.

2.01. Pursuant to Chapter 61-16.1 of the N.D.C.C., the District hereby authorizes the issuance of its Definitive Improvement Warrant, Series 2024 in the principal amount of Four Hundred Sixty Thousand Dollars ($460,000) (the "Warrant") for the purpose of financing or reimbursing the construction cost of necessary infrastructure in Hougue Island Bank Stabilization Project improvement district.

2.02. The District has received an offer to purchase the Warrant from Security First Bank of North Dakota, Mandan, North Dakota North Dakota (the “Bank”), upon the terms and conditions set forth in this Resolution, and said bid is reasonable and advantageous to the District and it is hereby accepted.

SECTION 3. WARRANT TERMS, EXECUTION, AND DELIVERY.

3.01. The Warrant shall be designated $460,000 Definitive Improvement Warrant, Series 2024, dated December 30, 2024, and shall be issued in fully registered form. The Warrant shall be payable through annual installments of principal each May 1 commencing May 1, 2025, and semi-annual payments of interest on each May 1 and November 1, commencing May 1, 2025. The Warrant shall bear interest on the outstanding principal amount of the Warrant at a fixed interest rate of 4.69% (computed upon the basis of a 360-day year consisting of twelve months of 30 days each). The Warrant shall mature on May 1, 2044. The Warrant shall be subject to mandatory sinking fund redemption on May 1 in the years and amounts and shall bear interest at the annual rates set forth opposite the years and amounts from the date of issue until paid or redeemed, as set forth below:

Date	Amount	Interest Rate	Date	Amount	Interest Rate
2025	$5,000	4.69%	2035	$25,000	4.69%
2026	$15,000	4.69%	2036	$25,000	4.69%
2027	$15,000	4.69%	2037	$25,000	4.69%
2028	$15,000	4.69%	2038	$25,000	4.69%
2029	$20,000	4.69%	2039	$30,000	4.69%
2030	$20,000	4.69%	2040	$30,000	4.69%
2031	$20,000	4.69%	2041	$30,000	4.69%
2032	$20,000	4.69%	2042	$30,000	4.69%
2033	$20,000	4.69%	2043	$35,000	4.69%
2034	$20,000	4.69%	2044*	$35,000	4.69%

*Final maturity.

The District may prepay the Warrant in whole or in part, without incurring any penalty, on any date at a price equal to 100% of the principal amount to be repaid, together with accrued interest thereon to the redemption date. Provided that if the Warrant is refinanced with another lender in the first five years, the District shall pay a prepayment penalty of 2%. Not less than thirty (30) calendar days prior to the date specified for such prepayment and redemption the District will cause notice to be mailed to the registered holder of the Warrant.

The principal amount of a partial prepayment may, in the sole option and discretion of the District, (i) be applied to a future principal payment of the Warrant or (ii) be applied to reduce each unpaid principal installment required with respect to the Warrant in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be re-amortized to provide proportionately reduced principal payments in each year).

The Warrant shall initially be issued as a single fully registered warrant registered in the name of the Bank or its assigns.

3.02. The Warrant shall be printed under the direction of the Secretary/Treasurer and shall be executed on behalf of the District by the manual signatures of the Chairman and the

Secretary/Treasurer. When the Warrant has been prepared and executed, the Secretary/Treasurer shall deliver the same to the Bank.

3.03. Books for the registration and for the transfer of the Warrant as provided in this Resolution shall be kept by the Secretary/Treasurer, who is hereby appointed the Registrar and Paying Agent of the District for the Warrant. Upon surrender for transfer of the Warrant at the principal office of the Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the District shall execute and the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Warrant for a like aggregate principal amount.

The Registrar shall not be required to (i) transfer or exchange the Warrant during the period of 15 days preceding any mandatory payment date or, (ii) transfer or exchange Warrant selected, called, or being called for redemption in whole or in part.

SECTION 4. FORM OF WARRANT.

4.01. The Warrant shall be printed in substantially the form on file with the Secretary/Treasurer.

SECTION 5. SINKING FUND AND PLEDGE.

5.01. So long as the Warrant is outstanding and unpaid, the Secretary/Treasurer shall maintain the Principal and Interest Account as a sinking fund, which may be a separate and special bookkeeping account on the official books and records of the District, to be used for no purpose other than the payment of the principal of and, interest on the Warrant and such other obligations of the District as have been or may be directed to be paid from the Principal and Interest Account. The Principal and Interest Account shall be applied as to principal commencing May 1, 2025, and annually thereafter to and including May 1, 2044. Interest shall be payable on each May 1 and November 1, commencing May 1, 2025.

5.02. Moneys on deposit in the Fund may be invested as permitted by the N.D.C.C., provided, however, such investments shall mature at such times and in such amounts as will permit payments on the Warrant when due.

SECTION 6. CERTIFICATIONS OF PROCEEDINGS; AMENDMENTS.

6.01. The Secretary/Treasurer and the Burleigh County Auditor are authorized and directed to prepare and furnish to bond counsel and the Bank certified copies of all proceedings and records relating to the establishment and construction of the improvements and the operation and maintenance thereof, and the levy of special assessments and taxes therefor and for the issuance of the improvement Warrant, which may be necessary or proper to show the validity and marketability of the Warrant, and all instruments and transcripts so furnished, constitute representations of the District as to the correctness of the facts as stated or recited therein. The District agrees to furnish additional certifications of its officers as are necessary to establish the validity of the Warrant, the absence of

litigation materially affecting the issuance of the Warrant and any other certifications or information reasonably necessary to insure marketability and compliance with the conditions of underwriting.

6.02. The Authorized Officers, in consultation with bond counsel, are hereby authorized to deliver certificates which cure ambiguities, defects or omissions herein, correct, amend or supplement any provision herein, all in furtherance of the financing contemplated by this Resolution. Such authorization shall include adjustment of the amortization schedules and issuance of revised warrants in the event assessments are not certified for collection as provided for in Section 1.05 herein, or the amortization schedules are adjusted with the consent of the Bank.

6.03. The Board authorizes the Authorized Officers to execute documents relating to the issuance of the Warrant using electronic signatures. The electronic signatures of the Authorized Officers shall be as valid as an original signature of such official and shall be effective to bind such official to any document relating to the issuance of the Warrant. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means.

SECTION 7. COVENANTS OF DISTRICT; DEFEASANCE.

7.01. If the balance in the Principal and Interest Account should at any time be insufficient to pay all principal and interest then due on the Warrant, such balance shall be used first to pay the interest due, and the remainder shall be applied in payment of the principal due on the Warrant in direct order of sinking fund installment years and pro rata as to Warrant installments maturing in the same year.

The District reserves the privilege of refunding any sinking fund installment of the Warrant, the payment of which moneys are not at the time available, by issuing new warrants, bonds or notes payable from the Principal and Interest Account, on a parity with those theretofore issued as to interest charges therein, but the maturity of any such new warrants, bonds or notes shall be subsequent to the sinking fund installments due on the Warrant payable from the Principal and Interest Account which then remain outstanding.

7.02. When the Warrant has been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this Resolution shall cease. The District may discharge the Warrant installments due on any date by depositing with Bank on or before that date a sum sufficient for the payment thereof in full. The District may also discharge the Warrant called for redemption on any date when such are prepayable according to their terms, by depositing with Bank on or before said date the principal, premium, if any, and interest then coming due.

SECTION 8. MISCELLANEOUS.

8.01. This Resolution shall be controlled by the laws of the State, and as a result, any claim demand or cause of action arising under the terms of this Resolution shall be brought in an appropriate venue in the State.

8.02. If any section, paragraph or provision of this Resolution shall be held invalid or unenforceable or any reason, the validity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

8.03. Headings in this Resolution are included for convenience of reference only and are not part hereof and shall not limit or define the meaning of any provision hereof.

8.04. This Resolution shall be effective upon the adoption of the Resolution by the Water Resource Board.

Dated: December 10, 2024.

BURLEIGH COUNTY WATER RESOURCE DISTRICT **Attest:**

_____ _____

Chairman, Water Resource Board Secretary/Treasurer

The governing body of the District acted on the foregoing resolution at a properly noticed meeting held in Bismarck, North Dakota, on December 10, 2024, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

"Aye" _____

"Nay" _____

Absent _____

Burleigh County
U-Mary Landslide Evaluation
December 10, 2024
SPECIFIC AUTHORIZATION No. 30

Pursuant to **Exhibit A** of the Agreement for Engineering Services, dated May 14, 2013, by and between the Burleigh County Water Resource District (BCWRD) and Houston Engineering, Inc. (ENGINEER), *Specific Authorization No. 30* is hereby provided to the ENGINEER.

OBJECTIVE

The objective of this Scope of Services is to assist the Burleigh County Water Resource District in completing an evaluation of the apparent failure and future slope stability risks regarding the earthen slope west of the University of Mary campus and east of Apple Creek/Sibley Drive. The location of this site is illustrated on ***Appendix A***, which includes the vicinity map and preliminary impact area. This earthen slope was being stabilized via the design and implemenation of a project to alleviate slope failure risks. However, prior to project completion the site experienced a significant shift and slumping resulting in adverse impacts to the Apple Creek channel and Sibley Drive. This scope will focus on the cause for this unanticipated movement and to determine if there is a need for additional remediation measures to reduce the risk for future failures, and subsequent adverse impacts and damages to public infrastructure and private properties.

SCOPE OF SERVICES

The Scope of Services is divided into four (4) phases which identify the significant elements of the proposed services, as follows:

Phase 001 – Engineering Services Agreement (ESA) No Charge - $0.00

Phase 001 includes preparing this scope of services (*Specific Authorization #30*) for acceptance by Burleigh County Water Resource District (Client).

Phase 001 deliverable is the completed and signed Specific Authorization #30.

Phase 002 – Geotechnical Evaluation and Coordination $ 251,625

Phase 002 includes a $5,000 budget to coordinate and oversight a geotechnical evaluation to be completed by Braun Intertec, and their subconsultant BGC. Their fees totaling $256,625 and summary of services are described in separate proposal documents in ***Appendix B***.

Phase 002 deliverable is the completed geotechnical evaluation, findings, report and recommendations.

DRAFT

Phase 003 - Emergency Action Plan $10,000

Phase 003 includes preparing an Emergency Action Plan to address the notification, communication and response protocol should a significant slope failure occur. This will be completed prior to the final study report to address existing risks before future mitigation measures are implemented.

Phase 003 deliverable is a completed Emergency Action Plan to be implemented in the case of a significant slope failure.

Phase 004 – Impact Evaluation and Economic Analysis $15,000

Phase 004 involves evaluating and documenting the risks, location and type of impacts or potential impacts associated with a slope failure. This information will be utilized to determine the benefit cost analysis associated with any future project or risk mitigation activity for a preferred alternative.

Phase 004 deliverable is a table outlining the potential impacts and damage estimates associated with a slope failure, an economic analysis of those impacts to be used for a projected benefit cost analysis.

Phase 005 – Project Executive Summary $ 5,000

Phase 005 includes preparing and executive summary documenting the findings and recommendations from Phase 002 – Phase 004 .

Phase 005 deliverable a completed Executive Summary Memorandum.

TOTAL BUDGET – PHASE 001 THROUGH 004 $ 281,642

PROJECT SCHEDULE:

The project schedule is subject to securing grant funding approval, completion of the subconsultant geotechnical evaluation services, additional site exploration and final report. The emergency action plan, impact evaluation and economic analysis will be completed concurrently with the geotechnical evaluation. The Project Executive Summary will be completed after the final geotechnical evaluation and its completion is anticipated on or before June 2025.

DRAFT

COMPENSATION

The total budget for the evaluation and related activities is **$281,624** and is not to be exceeded without prior written approval. Compensation will be invoiced on an hourly time and materials based on the total budget and not on individual phase budgets. The rate schedule for HEI will be that authorized by the Board in January 2025. Invoices from HEI be sent to the Burleigh County Water Resource District for payment. Invoices from Braun Intertec will also be sent to the BCWRD, with a copy to HEI for review and recommendation for approval prior to payment.

OWNER'S REPRESENTATIVE:
BURLEIGH COUNTY WATER RESOURCE DISTRICT

BY: _____

James Landenberger, Chairman

Date: _____

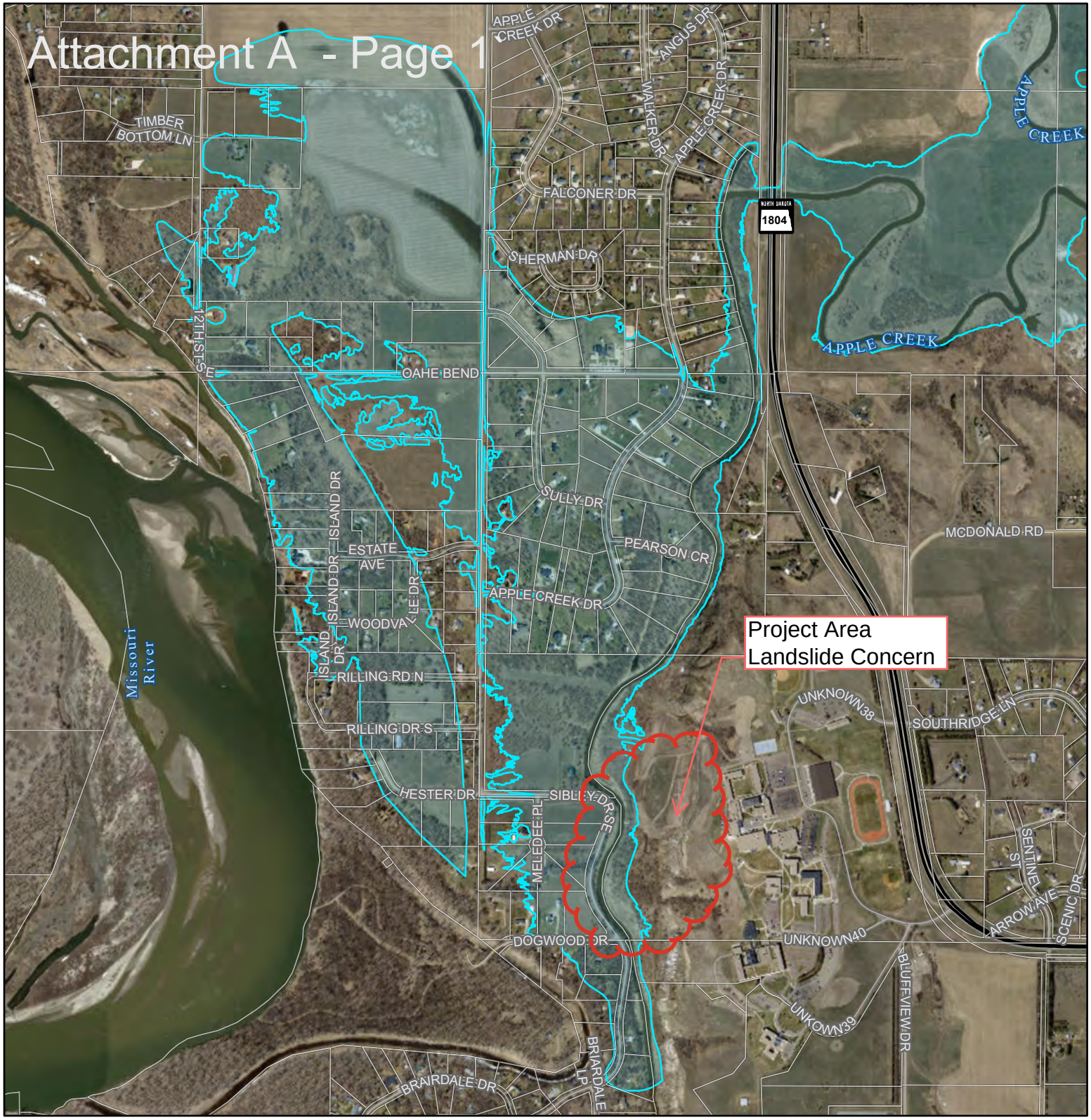
ENGINEER'S REPRESENTATIVE:
HOUSTON ENGINEERING, INC.

BY: _____

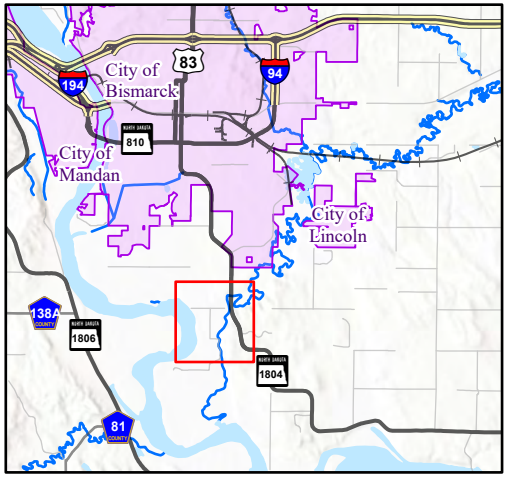
Sherwin Wanner, Office Manager

Date: _____

DRAFT



Apple Creek Bank Slough Emergency Action Plan



Potential High Risk Flooding Area

Parcel Boundaries

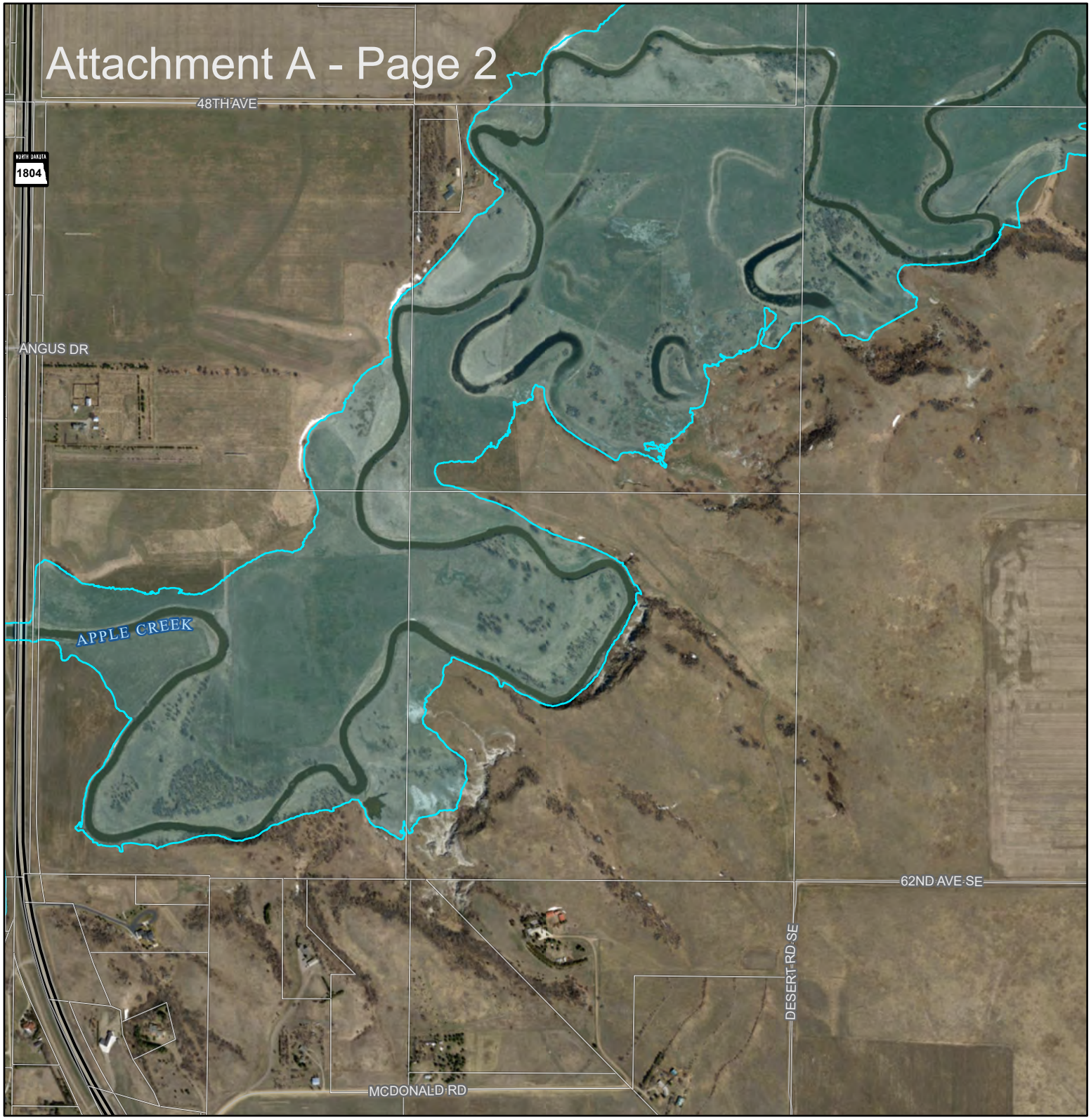
N

0 500 1,000 Feet

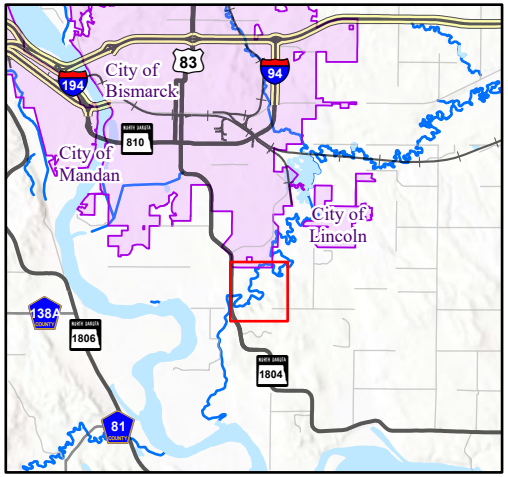
Apple Creek Bank Slough Emergency Action Plan *Burleigh County, ND*					
Scale: AS SHOWN	Drawn by: MLO	Checked by: ANN	Project No.: 6296-0026	Date: 9/18/2024	Sheet: 4 of 4

HOUSTON engineering, inc.

Attachment A - Page 2



Apple Creek Bank Slough Emergency Action Plan



Potential High Risk Flooding Area

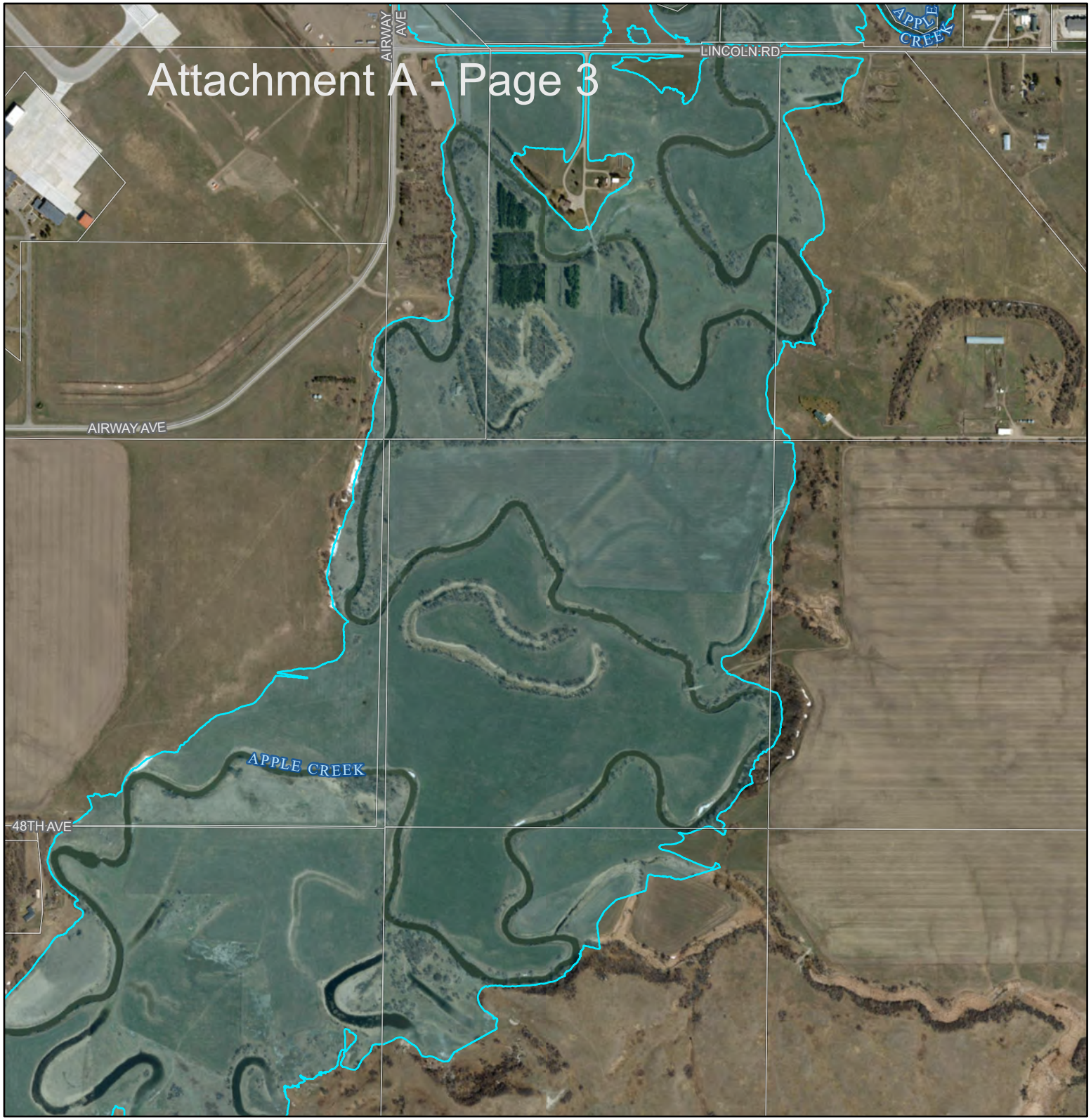
Parcel Boundaries

N

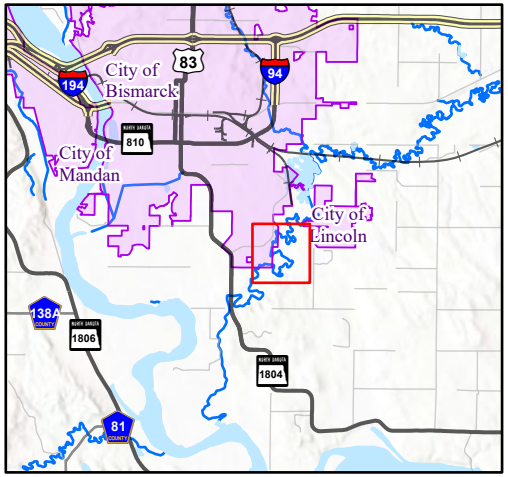
0 500 1,000 Feet

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: 3 of 4

HOUSTON engineering, inc.



Apple Creek Bank Slough Emergency Action Plan



Potential High Risk Flooding Area

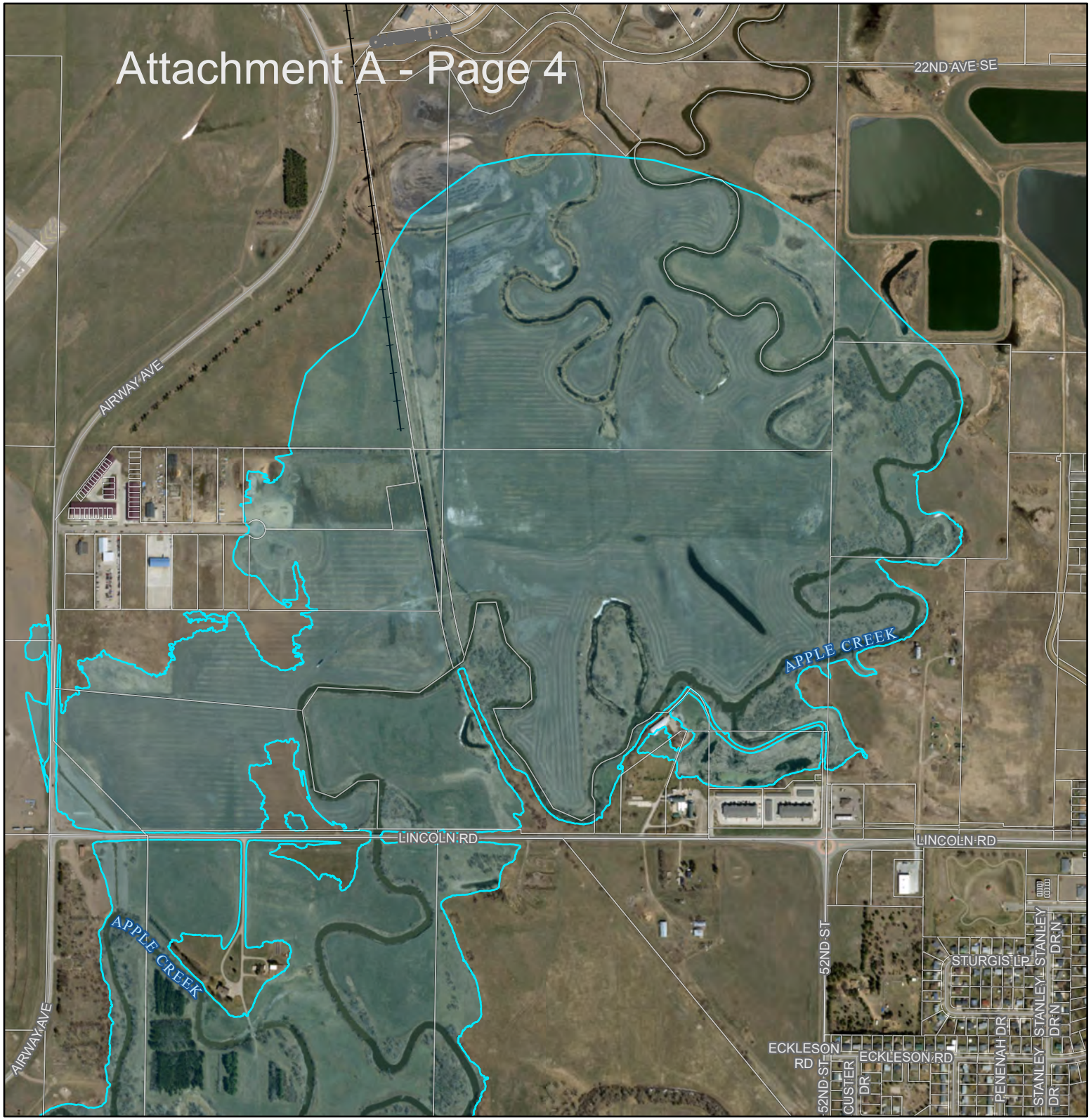
Parcel Boundaries

N

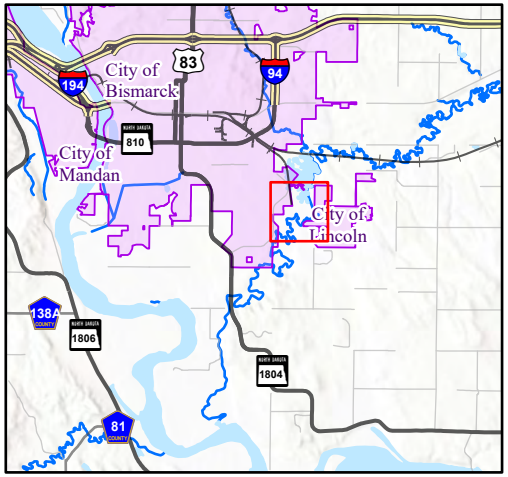
0 500 1,000 Feet

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

HOUSTON engineering, inc.



Apple Creek Bank Slough Emergency Action Plan



Potential High Risk Flooding Area

Parcel Boundaries

N

0 500 1,000 Feet

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

HOUSTON engineering, inc.

Braun Intertec Corporation
2908 Morrison Avenue, Suite 3
Bismarck, ND 58504

Phone: 701.255.7180
Fax: 701.255.7208
Web: braunintertec.com

Appendix B

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:	Work Site Address:	Service Description:
Burleigh County Water Resource District James Landenberger PO Box 1255 Bismarck, ND 58502 (701) 222-3499	Sibley Drive Burleigh County, ND	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**

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:

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

ACCEPTED FOR **CONSULTANT** by:

DocuSigned by:

CEFDD79B613F438...

(signature)

Name: Ezra Ballinger

(print)

Title: Director

Date: June 28, 2024

BGC Engineering USA Inc.

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

DocuSigned by:

Geoff Claypool

EAE922F716EF497...

(signature)

Name: Geoff Claypool

(print)

Title: CFO

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:

1. 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.
2. An additional premium on rates may be applied for mine waste Engineer of Record services.
3. 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.

Burleigh County Water Resource District

PO Box 1255
Bismarck, North Dakota 58502-1255
(701) 354-1501
www.bcwrd.org

December 10, 2024

Justin Messner, Disaster Recovery Chief
ND Department of Emergency Services
P.O. Box 5511
Bismarck, ND 58506-5511

RE: ***U-Mary Landslide Evaluation, HMGP Study Application***

Dear Mr. Messner,

Enclosed is an application to complete a study of the U-Mary Landslide, situation along Apple Creek in Burliegh County. As part of the Hazard Mitigation Grant Program (HMGP), a local funding match is required to complete this study. This letter serves as the Burleigh County Water Resource District's (District) commitment to meet the local matching fund requirements for the *U-Mary Landslide Evaluation* HMGP project. The local matching fund requirement is fifteen percent (15%), which will be provided as cash and/or in-kind contributions and paid upon receipt of all bills. Further, all matching requirements set forth in 2 CFR Part 200.306 will be adhered to.

Given the nature of this project a considerable review of prior engineering and construction activities needs to occur to ascertain the causal effect of the apparent slope stabilization remediation failure. To facilitate this study's timely completion the applicant requests up to $100,000 of the project budget be available for use prior to grant approval as Pre-Award expenses. This is desired to complete the review of available information to evaluate failure modes and risks as well as develop an Emergency Action Plan. This is necessary prior to any ground disturbing or geotechnical field work, to complete this on an advanced timeline is important to protecting the public and future project implementation.

It is understood that a portion of the non-federal share of the HMGP project will be contributed by the State of North Dakota. Your assistance is greatly appreciated.

Sincerely,

James Landenberger, Chairman

c: Mary Senger, Burleigh County Emergency Manager - Email
Marcus Hall, Burleigh County Engineer - Email
BCWRD Board - Email

Current Board Members:

James Landenberger, Chairman 701-426-6439 Randy Binegar, Vice Chairman 701-595-4947
Dennis Reep, Secretary/Treasurer 701-595-2142 Roger Smith, Manager 701-400-6283
Kathleen Jones, Manager 701-400-7129

HAZARD MITIGATION GRANT PROGRAM PROJECT SUBAPPLICATION

NOTE: Please click within the greyed section to begin typing in each section of the application.

Todd Joersz

State Hazard Mitigation Officer (SHMO)

Email: tjoersz@nd.gov

Telephone: 701-328-8261

_____

Carl Meyer

NDDES Hazard Mitigation Specialist

Email: carlmeyer@nd.gov

Telephone: 701-328-8108

HAZARD MITIGATION GRANT PROGRAM (HMGP)
INTRODUCTION

INTRODUCTION

As a result of the declaration of a major federal disaster declaration, the State of North Dakota is eligible for HMGP funding. The North Dakota Department of Emergency Services (NDDES) has established priorities to accept project subapplications from subapplicants statewide, state agencies, tribal governments, local governments, and Private Non-Profits.

Hazard mitigation activities are aimed at reducing or eliminating future damages. Activities include cost effective hazard mitigation projects and hazard mitigation plans approvable by the Federal Emergency Management Agency (FEMA).

HAZARD MITIGATION GRANT PROGRAM
REGULATIONS

REGULATIONS

Federal funding is provided under the authority of the Robert T. Stafford Emergency Assistance and Disaster Relief Act (Stafford Act) through FEMA and NDDES. NDDES is responsible for identifying program priorities, reviewing subapplications and forwarding recommendations for funding to FEMA. FEMA has final approval for activity eligibility and funding.

The federal regulations governing HMGP are found in Title 44 of the Code of Federal Regulations (44CFR), Part 201 (Planning) and Part 206 (Projects) and in Title 2 of the Code of Federal Regulations (2CFR), Part 200 (Uniform Administrative Requirements).

The Council on Environmental Quality (CEQ) has developed regulations to implement the National Environmental Policy Act (NEPA). These regulations, as set forth in Title 40, Code of the Federal Regulations (CFR) Parts 1500-1508, require an investigation of the potential environmental impacts of a proposed federal action, and an evaluation of alternatives as part of the environmental assessment process. The FEMA regulations that establish the agency-specific process for implementing NEPA are set forth in 44 CFR Part 10. FEMA will lead the NEPA clearance process.

FEMA GUIDANCE

FEMA requires that all projects adhere to the Hazard Mitigation Assistance Unified Guidance 2015.

HAZARD MITIGATION GRANT PROGRAM
ELIGIBILITY CHECKLIST

Before completing the subapplication, review the following HMGP eligibility checklist to ensure project meets the requirements for HMGP funding.

☒ **Construction/Ground-Breaking:** No construction or ground-breaking activities are allowed prior to FEMA approval. HMGP does not fund projects that are in progress or projects that have already been completed.

☒ **Subapplicant Eligibility:** Subapplicant must be an eligible State Agency, Local Government (City, County, Special Districts), Federally Recognized Tribe or Private Nonprofit (PNP) Organization. PNP is defined as private nonprofit educational, utility, emergency, medical, or custodial care facility, facilities providing essential governmental services to the general public and such facilities on Indian reservations (see 44 CFR Sections 206.221(e) and 206.434(a)(2)).

☒ **MHMP:** Subapplicant must have a FEMA approved and adopted Multi Hazard Mitigation Plan (MHMP) to be eligible for HMGP funding. MHMP's expire five years after FEMA approval. Failure to update plan before expiration date may cause project deobligation.

☒ **Scope of Work:** Brief narrative describing the project.

☒ **Benefit Cost Analysis:** NDDES can assist with BCA development. FEMA Benefit Cost Analysis (BCA) Toolkit Version 6.0 must be used to conduct the BCA. FEMA will only consider subapplications that use a FEMA-approved BCA methodology. Documentation to support all BCA calculations must be included in subapplication. Projects with a benefit cost ratio (BCR) of less than 1.0 will not be considered. BCA will be verified by FEMA and NDDES upon subapplication submittal. 5% Initiative Projects do not need a BCA. Planning grants do not need a BCA. Advance assistance/scoping projects do not need a BCA.

☒ **Cost Share:** The federal share is 75%, the state contributes 10%, with the remaining 15% of the total project cost required to be contributed by the subapplicant. Local funds must be from a non-federal source.

☒ **Period of Performance:** Projects must be completed (including close-out) within the 36 month Period of Performance (POP). POP begins upon FEMA approval of the subapplication.

☒ **Complete Subapplication:** Failure to include all required documentation will delay the processing of your subapplication and may result in denial of project. The SOW, cost estimate, cost estimate narrative, work schedule and BCA must accurately mirror each other to be considered for funding. The budget narrative must include a detailed description of every cost estimate line-item, including the methodology used to estimate each cost.

PROJECT SUBAPPLICATION FORM

SUBAPPLICANT INFORMATION

1. **SUBAPPLICANT:** Burleigh County Water Resource District
   NAME OF STATE AGENCY, TRIBAL GOVERNMENT, LOCAL GOVERNMENT, PRIVATE NON-PROFIT OR SPECIAL DISTRICT APPLYING FOR FUNDING

2. **TYPE:**

STATE/LOCAL GOVERNMENT	TRIBAL GOVERNMENT	PRIVATE NON-PROFIT	SPECIAL DISTRICT
☒	☐	☐	☐

3. **SAMS #:** GERJXYLAHGN1 IF YOU DO NOT KNOW YOUR SAMS NUMBER, CONTACT NDDES AT 701-328-8108

4. **COUNTY:** Burleigh THE NAME OF THE COUNTY WHERE THE PROPOSED PROJECT IS LOCATED

5. **PRIMARY CONTACT:**
   POINT OF CONTACT FOR YOUR PROJECT. NDDES WILL CONTACT THIS PERSON FOR QUESTIONS AND/OR REQUESTS FOR INFORMATION

NAME:	**FIRST:** James		**LAST:** Landenberger	
TITLE:	Chairman			
ORGANIZATION:	Burleigh County Water Resource District			
ADDRESS:	PO Box 1255			
CITY:	Bismarck	**STATE:** ND	**ZIP CODE:** 58502-1255	
TELEPHONE:	701-354-1501	**FAX:**		
EMAIL:	bcwrd@midco.net			

6. **APPLICANT AGENT:**
   BACK-UP POINT OF CONTACT FOR YOUR PROJECT. NDDES WILL CONTACT THIS PERSON IF PRIMARY CONTACT IS UNAVAILABLE

NAME:	**FIRST:** Michael		**LAST:** Gunsch	
TITLE:	Senior Project Manager			
ORGANIZATION:	Houston Enigneering, Inc.			
ADDRESS:	3712 Lockport Street			
CITY:	Bismarck	**STATE:** ND	**ZIP CODE:** 58503	
TELEPHONE:	701-527-2134 (cell)	**FAX:**	701-323-0200	
EMAIL:	mgunsch@houstoneng.com			

MULTI HAZARD MITIGATION PLAN INFORMATION

7. MULTI HAZARD MITIGATION PLAN (MHMP) REQUIREMENT:

A FEMA approved and locally adopted MHMP is required to receive federal funding for all project subapplication activities. Subapplicants for HMGP funding must have a FEMA-approved Mitigation Plan in place at the time of sub-award. Subapplication will be reviewed to ensure that the proposed activity is in conformance with subapplicant's plan.

A. TITLE OF YOUR MHMP:	Burleigh County Flood Hazard Mitigation Plan
B. APPROVAL DATE OF MHMP:	August 27, 2020

PROJECT INFORMATION

8. PROJECT TITLE: U-Mary Landslide Evaluation

9. PROJECT LOCATION: Click or tap here to enter text.

A. IDENTIFY THE COUNTY/COUNTIES WHERE THE ACTIVITY WILL OCCUR:

Burleigh County

B. LATITUDE/LONGITUDE COORDINATES:

The lat/long coordinates must be expressed in degrees including five or more decimal places (e.g., latitude 36.999221, longitude –109.044883).

LATITUDE	LONGITUDE
46.721806	-100.758611

IF THERE ARE MORE THAN ONE SET OF LAT/LONG COORDINATES, PROVIDE ON SEPARATE DOCUMENT AND ADD TO MAP.

C. SITE PHOTOS:

☒ Three ground photos per project site are recommended.

D. MAPPING REQUIREMENTS:

Provide the following mapping elements if applicable:

- ☒ Include a vicinity map of the general area showing major roads. Aerial photographs may be used as vicinity maps.
- ☒ Prominently mark the project location on the vicinity map.
- ☒ Provide a detailed project map that clearly identifies the project boundaries.
- ☒ Project map must show all lat/long coordinates provided in the project description.

10. PROJECT DESCRIPTION:

A. APPLICATION TYPE:

☐ 5% Activity ☒ Project (includes planning, scoping, and advance assistance)

5% activities are defined as mitigation actions that are consistent with your local hazard mitigation plan and meet all HMGP requirements but may be difficult to conduct a standard BCA to prove cost-effectiveness. Examples: early warning sirens, back-up generators for critical facilities, public awareness campaign, mitigation specific community outreach activities.

B. PROJECT TYPE:

Select at least one project type; select as many as needed to accurately describe project.

☐ MHMP Update ☐ Property Acquisition ☐ Storm Shelter ☐ Early Warning Siren

☐ Generator ☒ Project Scoping / Advance Assistance ☐ Line Burial

☒ Flood Protection ☒ Other: Evaluate slope stability and mitigation actions to reduce the failure risk and the associated flood and access impacts

C. DESCRIBE PROBLEM/HAZARDS/RISKS:

Describe the problem and natural hazard this project is attempting to mitigate against. Make sure the project is mitigation and not maintenance.

The landslide site is part of a previous BRIC grant intended to stabilize the slope down hill from buildings and facilities located on the University of Mary Campus (Bismarck, ND). While completing the construction this slope failed creating a significant obstruction to the flows on Apple Creek. This resulted in significant bankline erosion that threatened the loss of Sibley Drive.

See the three attached "After Action Reports" and photos for information on actions taken by the Burleigh County Highway Department, Emergency Management and the Burleigh County Water Resource District. This was followed by several stakeholder meetings to document concerns and risks associated with the potential future slope failure. The landslide slope failure has the potential to cut off stream flows on Apple Creek as well as block access on Sibly Drive. The backwaters from a 10-yr stream flow on this event has the ability to create backwater flooding that is equal to or greater than a 100-year flood event. See attached Appendix A – Vacinity and Impact Area

The following is a summary of the parcels identified as being impacted by a 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.). Areial 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)

The economic impacts associated with this failure and benefit cost analysis for future mitigation measures remains to be determined as part of the evaluation and project alternative review.

D. Brief narrative describing the project Scope of Work (SOW):

1. Describe the entire SOW of the project in clear, concise, ample detail.

2. Must provide a thorough description of **all tasks and activities** to be undertaken.
3. Must be written in sequential order from start to finish of the project.

The following is a brief outline of the study scope, which is further outlined in the HMGP budget attachments.

- **Project Evaluation (Geotehnical, Engineering and Survey)**
- **Original design review – what occurred and why?**
  Independent peer review of findings and recommendations
- **Site stability review and potential (risk) for additional movement/failure**
- **Emergency Action Plan (interim prior to corrective action)**
- **Impact Evaluation**
- **Mitigation measures to stabilize long term (upper and lower slopes) – Alternatives**
- **Opinion of Probable Cost / Economic and Benefit Analysis**
- **Executive Summary Report**

See Specific Authorization #30 for a detailed scope of services and budgets

E. HAZARD ANALYSIS TYPE:

Select the hazard(s) below that this project will protect against. Select as many as needed.

☐ BIOLOGICAL	☐ EARTHQUAKE	☒ LAND SUBSISTENCE	☐ TERRORIST
☐ CHEMICAL	☐ FIRE	☒ MUD/LANDSLIDE	☐ TORNADO
☐ CIVIL UNREST	☐ FISHING LOSSES	☐ NUCLEAR	☐ TOXIC SUBSTANCES
☐ COASTAL STORM	☒ FLOOD	☐ SEVERE ICE STORM	☐ TSUNAMI
☐ CROP LOSSES	☐ FREEZING	☐ SEVERE STORM(S)	☐ WINDSTORM
☐ DAM/LEVEE BREAK	☐ HUMAN CAUSE	☐ SNOW	☒ OTHER (describe below):
☐ DROUGHT	☐ HURRICANE	☐ SPECIAL EVENTS	Impacts to Emergency Access

F. PROJECT ALTERNATIVES:

Identify three project alternatives:

1. ALTERNATIVE #1 – NO ACTION:

Describe the No Action alternative below. The No Action alternative evaluates the consequences of taking no action and leaving conditions as they currently exist.

The no action alternative would be to not evalute the potentail slope failure and risk, therfore not knowing the stability or adverse impacts that could occur to Sibely Drive, multiple residential and agrircultural properties, as described in the scope.

2. ALTERNATIVE #2 – PROPOSED ACTION:

Describe the Proposed Action alternative below. The Proposed Action alternative is the proposed project to solve the problem. Explain why the proposed action is the preferred alternative. Identify how the preferred alternative will solve the problem, why the preferred alternative is the best solution for the community, why and how the alternative is environmentally preferred and why the project is the economically preferred alternative.

The proposed action is to complete a study to evaluate the previoulsy implemented slope stablization measures that appear to have failed. The need is to determine the cause and mechanism of said failure and if there are continued risks associated with continued slope movement or the failure of either the upper or lower earthen slope. The study would determine the level of risk and the need to implment additional mitigation/stablization meaures to reduce the risks to accepeable levels, based on a reasonable factor of safety.

3. ALTERNATIVE #3 – SECOND ACTION ALTERNATIVE:

Describe the Second Action alternative below. The Second Action alternative described must also solve the described problem. State why this alternative wasn't chosen. It must be a viable project that could be substituted in the event the proposed action is not chosen.

The alternatives associated with slope stability measures will be defined in the study.

WORK SCHEDULE INFORMATION

11. PROJECT WORK SCHEDULE:

The intent of the work schedule is to provide a realistic appraisal of the time and components required to complete the project.

- Describe each of the major work elements and milestones in the description section below.
- Project subapplication examples are: construction, architectural, design, engineering, inspection, testing, permits, project management, mobilization and de-mobilization.
- State the total timeframe anticipated for each of the work elements.
- State the total timeframe anticipated to complete the project.
- Work schedule must mirror SOW, budget and BCA.
- If more space is required than available in the table below to fully describe your project's schedule, please submit schedule in its entirety in a separate document.

WORK SCHEDULE EXAMPLE

#	DESCRIPTION	TIMEFRAME
1.	Kick-off, 90% design meetings	3 months
2.	Final contract drawing development	5 months
3.	Open bids and award contract	4 months
4.	Construction – Mobilization	5 months
5.	Construction – Demolition	4 months
6.	Construction – Concrete and conduit work	2 months
7.	Construction – Trenching	2 weeks
8.	Construction – Utility relocation	4 months
9.	Construction – Electrical Installation	1 month
10.	Construction – Site Restoration	1 week
11.	Construction – Complete punch list	2 months
12.	Construction – Demobilization	1 week
13.	Project Close-out and record drawings	2 months
14.	Grant Close out	3 months
	TOTAL MONTHS:	**36 months**

TOTAL PROJECT DURATION (INCLUDING CLOSE-OUT) MUST NOT EXCEED A 36 MONTH PERIOD OF PERFORMANCE (POP).

#	DESCRIPTION	TIMEFRAME
1.	Evaluation of previous design, project implementation and completion	Jan-Mar 2025
2.	Emergency Action Plan and Impact Evaluation	Feb-Mar 2025
3.	Additional geotechnical exploration (Boring, inclinometers, etc…)	Feb-Mar 2025
4.	Evaluation of data, development of alternatives and draft report	Apr-May 2025
5.	Final Geotechnical Report Report, B/C Analysis and Exective Summary	May-June 2025
6.	Proceed with design and bidding, as required	TBD
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.	Project Close-out	3 months
	TOTAL MONTHS:	~4

COST ESTIMATE INFORMATION

12. HMGP COST ESTIMATE SPREADSHEET:

A. COST ESTIMATE INSTRUCTIONS:

☒ **Use the HMGP Cost Estimate document provided to provide a detailed cost estimate breakdown.**

- Cost estimate describes the anticipated costs associated with the SOW for the proposed mitigation activity. Cost estimates must include detailed estimates of cost item categories.
- Only include costs that are directly related to performing the mitigation activity. If additional work, such as remodeling, additions, or improvements are being done concurrently with the mitigation work, do not include these costs in the submitted budget.
- Documentation that supports the budget should be submitted with the subapplication.
- Total costs must be consistent with the requested federal share plus the matching funds and must be consistent with the project cost in the Benefit Cost Analysis (BCA), SOW and work schedule.
- 5% contingency is acceptable.

HMGP COST ESTIMATE SPREADSHEET EXAMPLE

#	ITEM NAME	Unit Qty	UNIT	UNIT COST	COST EST TOTAL
1.	Pre-Award Costs: Develop BCA	4	HR	$150	$600
2.	Temp. Inlet Filter Rolls	4	EA	$250	$1000
3.	Temp. Fiber Roll	1850	LF	$3	$5550
4.	Hydraulic Mulch	1000	SQYD	$2	$2000
5.	Plane Asphalt Concrete Pavement	650	SQYD	$22	$14300
6.	Street Sweeping for 30 days	30	EA	$350	$10500
7.	Roadway Excavation	70	CY	$40	$2800
8.	Aggregate Base, Class 2	210	CY	$75	$15750
9.	Remove Concrete Pavement	650	SQYD	$340	$10540
10.	Asphalt Concrete, Type B	180	TON	$150	$27000
11.	Asphalt Concrete, Leveling	10	TON	$300	$3000
12.	Asphalt Concrete Dike, Type A	235	LF	$15	$3525
13.	Asphalt Concrete Dike, Type F	125	LF	$8	$120
14.	Place Asphalt Concrete	15	SQFT	$8	$120
15.	18" Corrugated Steel Pipe Riser	5	LF	$125	$625
16.	24" Reinforced Concrete Pipe	275	LF	$170	$46750
17.	84" Reinforced Concrete Pipe Install	572	LF	$400	$228800
18.	Precast Triple Concrete Box Culvert	44	LF	$1500	$66000
19.	Curb Inlet – Type B-1 (L=9')	1	EA	$6000	$6000
20.	Curb Inlet – Type B-1 (L=13')	1	EA	$6300	$6300
21.	Curb Inlet – Type B-1 (L=15')	1	EA	$6800	$6800
22.	Storm Drain Cleanout – Type A-8	3	EA	$7500	$22500
23.	8" PVC Sewer	89	LF	$100	$8900
24.	Cellular Block (Precast)	4100	SQFT	$20	$82000
25	Project Identification Sign	2	EA	$1000	$2000
				Total Project Cost Estimate:	**$573480**

B. PRE-AWARD COSTS:

Eligible pre-award costs are costs incurred after the disaster date of declaration, but prior to grant award. Pre-award costs directly related to developing the application may be funded.

- Developing a BCA
- Submission of subapplication
- Workshops or meetings related to development
- Preparing design specifications
- Gathering environmental and historic data

Subapplicants who are not awarded funds will not receive reimbursement for pre-award costs.

13. FEDERAL/NON-FEDERAL SHARE INFORMATION:

A. Total Project Cost (100%) = Click or tap here to enter text.

Federal Share (75%) = Click or tap here to enter text.

State Share (10%) = Click or tap here to enter text.

Local Share (15%) = Click or tap here to enter text.

B. NON-FEDERAL MATCH SOURCE: MATCH COMMITMENT LETTER:

☒ Use Local Match Example - HMGP document to complete this section.

COST EFFECTIVENESS INFORMATION

14. BENEFIT/COST EFFECTIVENESS INFORMATION: (NDDES WILL ASSIST WITH BCA FORMULATION IF NEEDED)

A. BCA INSTRUCTIONS:

FEMA will only consider subapplications from subapplicants that use a FEMA-approved methodology to conduct the Benefit Cost Analysis (BCA). BCA must be legible, complete and well-documented.

- Project BCAs must demonstrate cost-effectiveness through a Benefit Cost Ratio (BCR) of 1.0 or greater.
- Projects with a BCR of less than 1.0 will not be considered for funding.
- Total project cost must be used in the BCA.
- Maintenance of a completed HMGP project is not an eligible reimbursement activity but must be included in the BCA.

BCA Version 6.0 is the only software that is allowed for conducting a BCA. Some project types may qualify for pre-calculated benefits. Additional information on the BCA Toolkit is available at: https://www.fema.gov/benefit-cost-analysis.

The FEMA BCA Technical Assistance Helpline is available to provide assistance with FEMA's BCA software by calling 1-855-540-6744 or via email at BCHelpLine@FEMA.dhs.gov. The FEMA helpline is only to be utilized for technical assistance questions. The FEMA helpline will not verify the accuracy of your BCA.

ENVIRONMENTAL INFORMATION

15. ENVIRONMENTAL INFORMATION:

A. If regular project, a solicitation letter and response from each of the following environmental contacts is required. An email solicitation letter and response is acceptable.

Wade D. Bott
USDA/NRCS
220 Rosser Ave
PO Box 1458
Bismarck, ND 58502-1458
wade.bott@nd.usda.gov

Lisa Steckler
ND State Historic Preservation Office
612 E Boulevard Ave
Bismarck, ND 58505-0830
lsteckler@nd.gov

L. David Glatt
Environmental Health Section
ND Department of Environmental Quality
PO Box 55220
Bismarck, ND 58506-5520
dglatt@nd.gov

Steve Best
ND State Water Commission
900 E Boulevard Ave
Bismarck, ND 58505-0850
stevebest@nd.gov

Jessica Johnson
US Fish & Wildlife
3425 Miriam Ave
Bismarck, ND 58501-2096
ndfieldoffice@fws.gov

Greg Link
ND Game & Fish
100 N Bismarck Expressway
Bismarck, ND 58501
glink@nd.gov

Chad Orn
Office of Project Development
ND Dept. of Transportation
608 E Boulevard Ave
Bismarck, ND 58505-0700
corn@nd.gov

Patricia McQueary
US Army Corps of Engineers
North Dakota Regulatory Office
3319 University Drive
Bismarck, ND 58504
Patricia.L.Mcqueary@usace.army.mil

B. If an early warning siren project, solicitation letter and response is only needed from North Dakota State Historical and Preservation Office.

Lisa Steckler
ND State Historic Preservation Office
612 E Boulevard Ave
Bismarck, ND 58505-0830
lsteckler@nd.gov

C. If generator project, no environmental contact letters are required. NDDES has a blanket approval from the North Dakota State Historical Preservation Office.

D. If planning or advanced assistance project, no environmental contact letters are required.

HMGP Cost Estimate Spreadsheet

DATE	JURSIDICTION NAME	DISASTER & PROJECT OR PLANNING # *FOR STATE USE ONLY*	PROJECT OR PLANNING TITLE
9/23/2022	Statewide - NDDES	DR-????	State HMP Update

#	Item Name	Unit Quantity	Unit of Measure	Unit Cost	Cost Estimate Total
1	***Pre-Award Cost Request: (See note below)***				$0.00
2	Houston Engineering, Inc.	1	Specific Authorization #30	$35,000.00	$35,000.00
3	Bruan Interec (Subconsultant to HEI)	1	Proposal	$67,124.00	$67,124.00
4	BGC (Subconsultant to Braun Intertec)	1	Proposal	$179,500.00	$179,500.00
5					$0.00
6					$0.00
7					$0.00
8					$0.00
9					$0.00
10					$0.00
11					$0.00
12					$0.00
13					$0.00
14					$0.00
15					$0.00
16					$0.00
17					$0.00
18					$0.00
19					$0.00
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21					$0.00
22					$0.00
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29					$0.00
30					$0.00
31					$0.00
32					$0.00
33					$0.00
34					$0.00
35					$0.00
36					$0.00
37					$0.00
38					$0.00
39					$0.00
40					$0.00
				Total Project Cost Estimate:	**$281,624.00**

Note: **Pre-Award Costs:**

Given the nature of this project a considerable amount of review of prior engineering and construction activities need to be evaluated to ascertain the causal effect of the slope stabilization remediation failure. To facilitate the study's timely completion the applicant requests up to $100,000 of the project budget be available for use prior to final grant approval as in Pre-Award expenses. This is desired to complete the review of available information to evaluate failure modes.
This is necessary proper to any ground disturbing or geotechnical field work, and completing this on an advanced timeline is important to any project implementation.

Apple Creek Erosion

Sibley Drive – West of the University of Mary

NWP#45 After Action Report – Burleigh County Highway Department

July 31, 2024

The Burleigh County Highway Department (BCHD) was advised of a large tree that had fallen into Apple Creek East of Sibley Drive on July 23rd. This tree had fallen due to undercutting erosion along the Apple Creek bankline. After its removal from the stream by crane, several other trees fell into the stream to ongoing erosion along this reach. The resulting erosion resulted in a vertical slope just off the East of Sibley Drive, which was actively moving toward the roadway. This situation represented a significant safety hazard to the driving public and traffic delineators where placed as temporary precaution to identify the risk.

The BCHD determined that the risk was increasing, therefore action was necessary to save the roadway from significant damage and eminent failure. Subsequently, they contacted the Burleigh County Water Resource District to assist in securing a USACE permit to place rock riprap along the erosion to protect the roadway. The BCWRD subsequently contacted the USACE and NDDWR to discuss permit requirements. The NDDWRD did not claim any jurisdiction in this area for sovereign lands, and no permit was required.

The BCHD planned to start placing NDDOT Class II Riprap on the east side of Sibley Drive (west bank of Apple Creek) by the University of Mary on July 25th. The bank had eroded an additional 2 to 3 feet overnight {July 24th - 25th} and was now less than 7 feet from the east shoulder of Sibley Drive. A utility, ~3" black cable, determined to be a Lumen 400 pair line was exposed along the bank and was also at risk. The intent was to place the riprap 150 feet in length, 10 feet depth, approximately a 20-foot bottom width to match the top of bank and using a 2:1 side slope to protect the roadway. This was deemed to be an emergency situation, and a USACE permit requested.

The USACE issued a NWP#45 on July 25, 2024 and subsequently approximately 450 tons of rock were placed to stabilize the roadway section. The site continues to be monitored for erosion and additional rock needs. While there has been some sloughing of the rock most of the site appears stable, though there is evidence of erosion downstream that is not affecting the roadway. The rock materials were placed by the County Highway Department with the assistance of Weisz and Son's. The cause for this sudden erosion remains undetermined.

Aerial of erosion prior to protective measures

Aerial of erosion after protective measures placed

Approximate Overview from 9/21/2021 Google Image

Apple Creek Erosion

Sibley Drive – West of the University of Mary

NWP#45 After Action Report – Burleigh County Highway Department

Submitted to the USAC – August 2, 2024

The Burleigh County Highway Department (BCHD) was advised of a large tree that had fallen into Apple Creek East of Sibley Drive on July 23rd. This tree had fallen due to undercutting erosion along the Apple Creek bankline. After its removal from the stream by crane, several other trees fell into the stream to ongoing erosion along this reach. The resulting erosion resulted in a vertical slope just off the East of Sibley Drive, which was actively moving toward the roadway. This situation represented a significant safety hazard to the driving public and traffic delineators where placed as temporary precaution to identify the risk.

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Aerial of erosion after protective measures placed

Approximate Overview from 9/21/2021 Google Image

National Flood Hazard Layer FIRMette

FEMA

100°45'48"W 46°43'31"N

100°45'10"W 46°43'6"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- B 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- 8 Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/29/2024 at 4:46 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Apple Creek Erosion
Sibley Drive – West of the University of Mary
NWP#45 After Action Report #2 – Burleigh County Highway Department
August 21, 2024

The Burleigh County Highway Department (BCHD) continues to monitor the expanding erosion area located along the east of Sibley Drive along Apple Creek. As such the USACE was notified of the need to stabilize an additional 100 feet of bankline upstream to the north {8-6-2024} this installation required ~350 tons of rock. The USACE was informed regarding the need to place these materials and the BCHD was notified this work was covered under the previous NWP#45 {8-8-2024}.

Additional erosion to the north was identified in aerial drone photos and it was identified that protection would need to be addressed in that location in the future. As the situation worsened the BCHD took action to place an additional 75 feet of rock (~300 tons) on 8-20-2024. Notice to the USACE related to placement occurred on 8-21-2024.

The BCHD has determined that the risk continues, therefore monitoring and actions periodically to address this erosion to save the roadway and maintain safety are expected.

The NDDWR and FEMA are now involved to discuss regulatory requirements as the rock placement appears to extend into the floodway. The NDDWR and FEMA are waiting on the floodway evaluation and "No-Rise" review as the situation is currently unstable, and survey to determine status is on hold.

This bank erosion and stabilization need is a direct result of a larger slope failure located on the University of Mary property east of Apple Creek. The creek was narrowed considerably by this failure, resulting in increased velocities and flows directed against the west bank.

The BCWRD is working to schedule a meeting with Burleigh County Emergency Management and various stakeholders to discuss an action plan should a major slide failure occur that might block Apple Creek. This will be a planning and collaboration process so everyone knows what is occurring and where things might be going, short and long term.

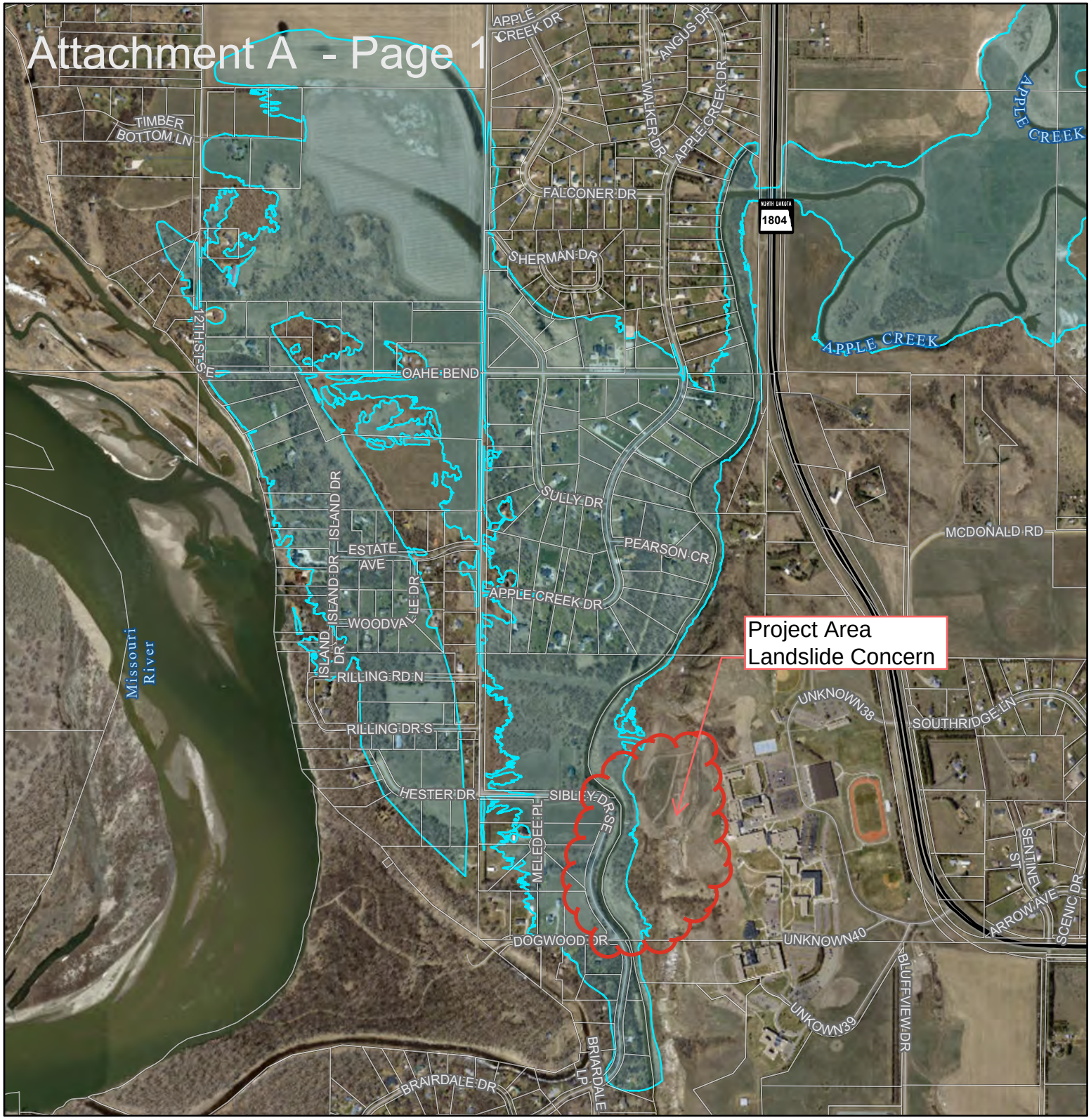
There continues to be extensive erosion downstream from the recent stabilization that likely could require action at some point, however it is not currently creating an issue with the roadway. Therefore, this has been deemed a private landowner issue.

8-19-2024

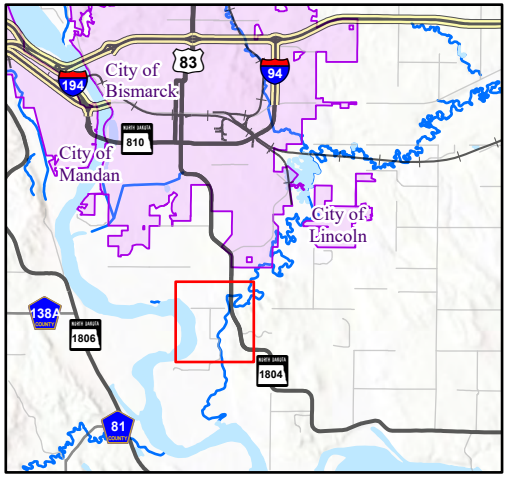
Aerial view of erosion before additional materials were placed along Apple Creek
The extension area includes the 100 foot and the 75-foot segments

8-22-2024

Aerial of protected area after ~175-foot extension of Riprap east of Sibley Drive
The western slope of the failure area appears to still be moving.



Apple Creek Bank Slough Emergency Action Plan



Potential High Risk Flooding Area

Parcel Boundaries

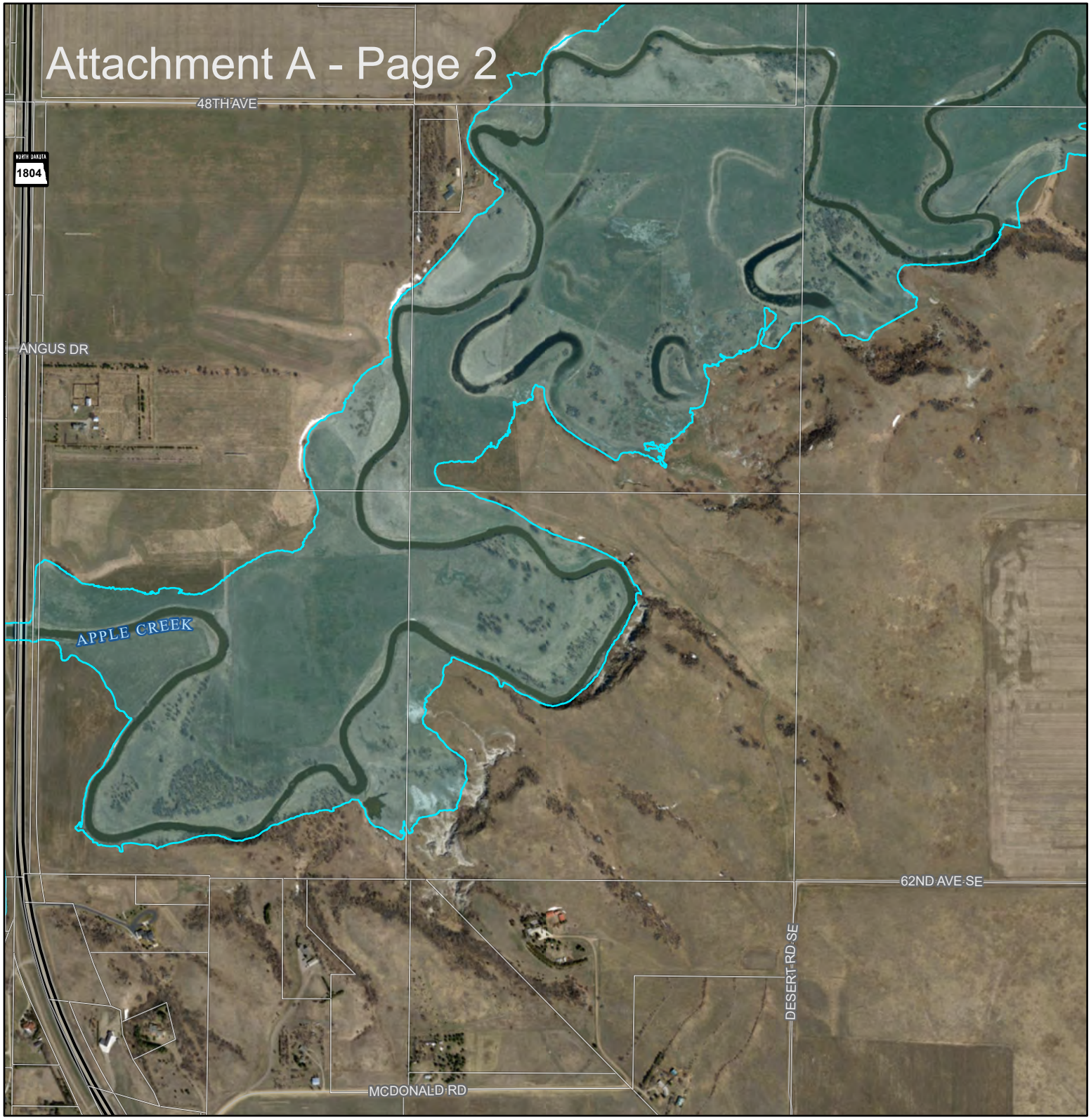
N

0 500 1,000 Feet

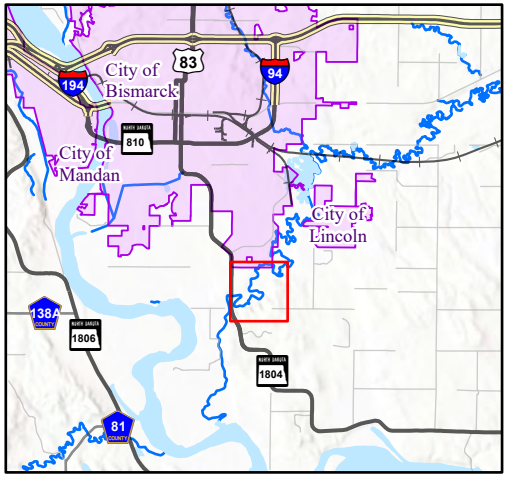
Apple Creek Bank Slough Emergency Action Plan *Burleigh County, ND*					
Scale: AS SHOWN	Drawn by: MLO	Checked by: ANN	Project No.: 6296-0026	Date: 9/18/2024	Sheet: 4 of 4

HOUSTON engineering, inc.

Attachment A - Page 2



Apple Creek Bank Slough Emergency Action Plan



Potential High Risk Flooding Area

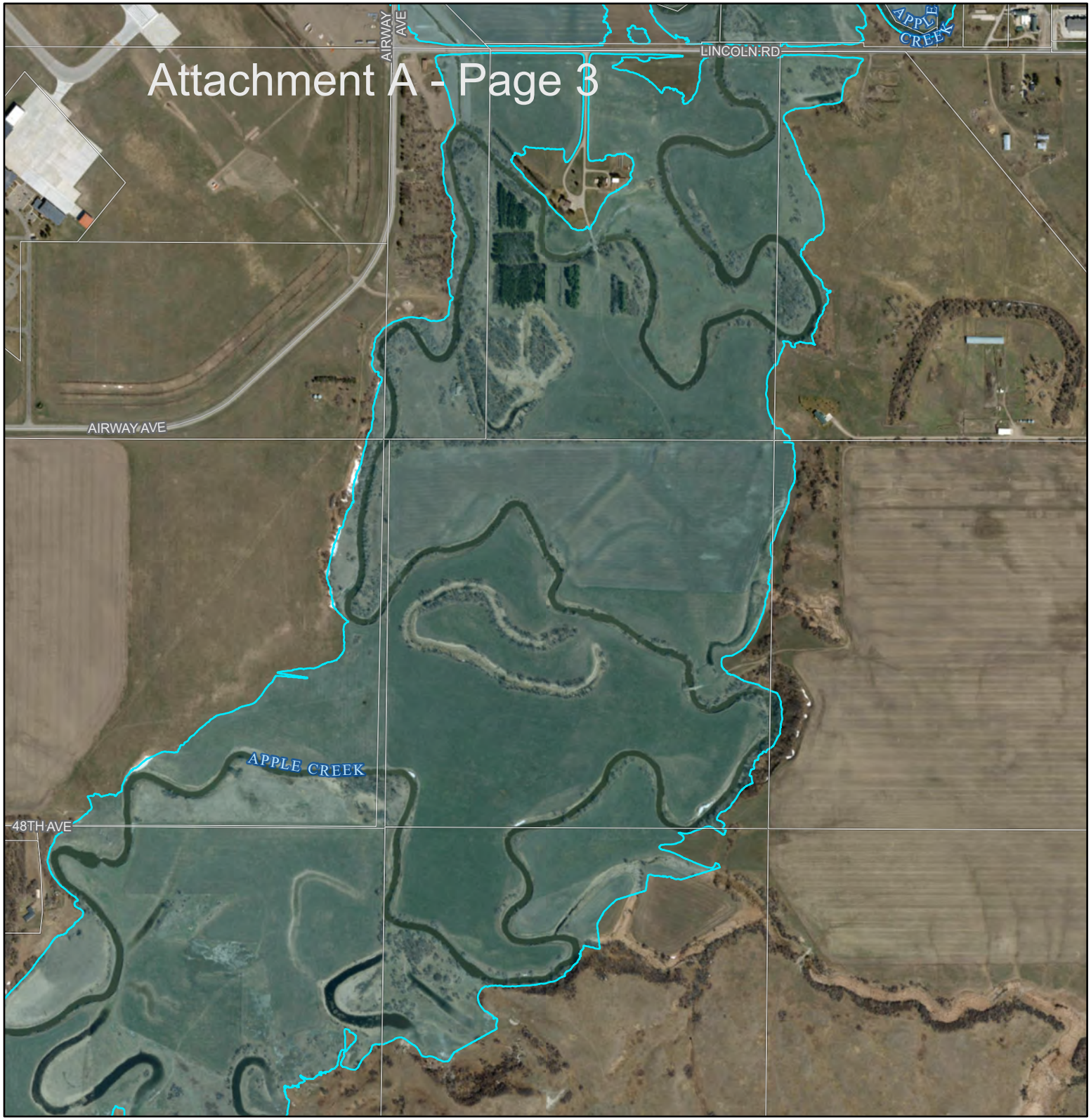
Parcel Boundaries

N

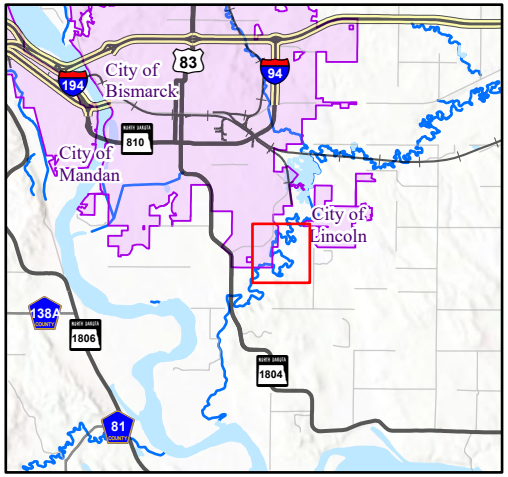
0 500 1,000 Feet

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: 3 of 4

HOUSTON engineering, inc.



Apple Creek Bank Slough Emergency Action Plan



Potential High Risk Flooding Area

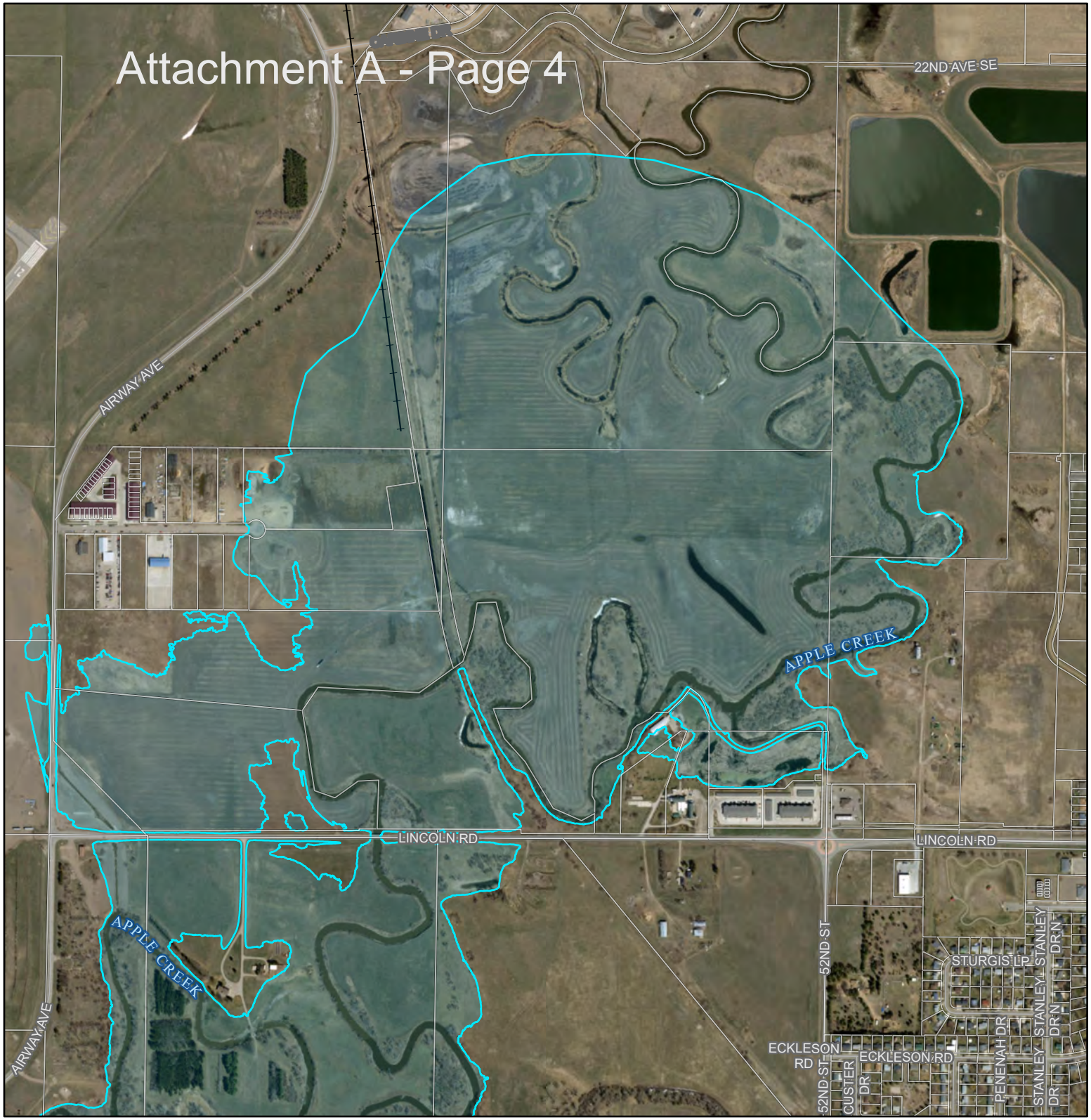
Parcel Boundaries

N

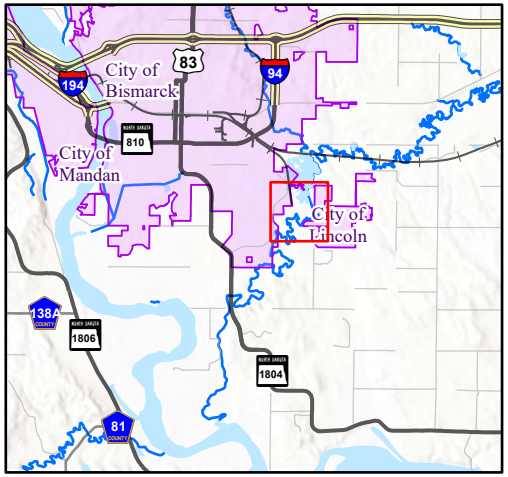
0 500 1,000 Feet

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

HOUSTON engineering, inc.



Apple Creek Bank Slough Emergency Action Plan



Potential High Risk Flooding Area

Parcel Boundaries

N

0 500 1,000 Feet

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

HOUSTON engineering, inc.

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.

United States Department of the Interior

BUREAU OF RECLAMATION
Dakotas Area Office
304 East Broadway Avenue
Bismarck, ND 58501

IN REPLY REFER TO:

DKAO-EA-2024-02
2.1.4.17

Subject: Bureau of Reclamation's Preparation of an Environmental Assessment for the Heart Butte Safety of Dams Modification Project, Heart Butte Dam, Grant County, North Dakota

Dear Interested Party:

The Bureau of Reclamation (Reclamation) Dakotas Area Office has prepared a Draft Environmental Assessment (EA) for Heart Butte Safety of Dams Modification Project. The need for corrective actions at Heart Butte Dam arises from Reclamation's duty to ensure that Reclamation dams do not present unreasonable risks to people, property, and the environment. Persistent seepage issues into the conduit and in the relic river channel area and the lack of an engineered filter contribute to the risk of dam failure at Heart Butte Dam. Currently, the risk of dam failure is at an unsatisfactory level and corrective actions are needed.

Reclamation is the lead Federal agency responsible for ensuring compliance with the National Environmental Policy Act, National Historic Preservation Act, and related federal environmental and cultural resource legislation. The draft EA presents the Proposed Action Alternative and evaluates the potential impacts to the human and natural environment associated with the Proposed Action Alternative in comparison with the No Action Alternative.

Reclamation will use this draft EA and any reviewer comments to determine whether the project will have any significant impacts on the human and natural environment. If no significant issues are identified, Reclamation would issue a Finding of No Significant Impact (FONSI). If any significant issues are identified, we may consider the preparation of an Environmental Impact Statement.

Reclamation defines significant in accordance with 40 CFR 1508.27.

We would appreciate your review and comments on the draft EA. A digital copy is available at https://www.usbr.gov/gp/dkao/heart_butte/index.html. The review period will be open for 30 days until December 16, 2024. Questions or comments may be directed to Ms. Ashley Persinger, Supervisory Natural Resource Specialist at (701) 221-1282 or at APersinger@usbr.gov, or in writing to: Area Manager, Bureau of Reclamation, 304 East Broadway Avenue, Bismarck, North Dakota 58501. If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Sincerely,

JOSEPH HALL Digitally signed by JOSEPH HALL
Date: 2024.11.18 11:23:02 -06'00'

Joseph E. Hall
Area Manager

Burleigh County Water Resource District Proposed 2025 Meeting Dates

January 8, 2025

February 12, 2025

March 12, 2025

April 9, 2025

May 14, 2025

June 11, 2025

July 9, 2025

August 13, 2025

September 10, 2025

October 8, 2025

November 12, 2025

December 10, 2025

Permit Number - ND2024-22706

State of North Dakota
Temporary Water Permit

In response to an application for a temporary water permit dated 11/13/24 as received in this office 11/13/24, authority is hereby granted to:

North Dakota National Guard
PO Box 5511

Bismarck, ND 585065511

Contact Person: Matt Voeller Telephone: (701) 333-2045

A Temporary Water Permit as follows:

Source: Missouri River

Point of Diversion: N1/2 N1/2 Sec. 18 Twp. 141 Rng. 080

Nature of Use: EMERGENCY-FIRE FIGHTING

Total Quantity of Water: 0.033 Acre-Feet (10,800.0 Gallons)

Maximum Withdrawal Rate: 600.0 gpm

Period of authorized usage: 10/12/24 through 10/13/24

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

Conditions

Dated: 11/15/24

John Paczkowski, P.E.
State Engineer
ND Department of Water Resour
1200 Memorial Highway
Bismarck, ND 58504-5262

Water Appropriation Division Director
Water Appropriations Division

cc: Burleigh WRD

December 2024 Bills

Name	Project	Invoice	Amount
Bismarck Parks & Rec	November, 2024 + Chip Seal	5589	$ 42,839.14
Bliss Law Firm	General Legal	578	$ 1,153.00
Bliss Law Firm	Summit Point	578	$ 1,683.00
Bliss Law Firm	Burnt Creek Floodway	578	$ 520.20
Bliss Law Firm	Apple Creek	578	$ 765.00
Bliss Law Firm	Hoge Island	578	$ 153.00
Fronteer Professional Services	October 2024 Presort Charges	4257	$ 63.51
Fronteer Professional Services	November Admin Work and Terminal Server	4282	$ 2,200.00
Houston Engineering	Burnt Creek Floodway	74086	$ 7,340.25
Houston Engineering	General Engineering Services	74083	$ 1,000.00
Houston Engineering	Apple Creek Floodway/ND DOT ROW Permit	74083	$ 1,489.25
Houston Engineering	Apple-McDowell Water Supply Diversion	74088	$ 953.75
Houston Engineering	McDowell Dam Recreation Area	74089	$ 7,915.75
Houston Engineering	McDowell Dam Auxiliary Spillway	74089	$ 4,313.00
Low Key Services, LLC	Burnt Creek Mowing, Sign Installation, and clean up		$ 690.00
		Total Bills	$ 73,078.85

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: 12/3/2024
INVOICE #: 05589
DUE DATE: 12/31/2024
TOTAL DUE: 42,839.14

CUSTOMER ACCOUNT # : 1017

ITEM DESCRIPTION	UNITS	PRICE	AMOUNT
McDowell Dam Reimbursement-November 2024	1.00	42,839.14	42,839.14
TOTAL THIS INVOICE			42,839.14

Please include account number with your payment.

For questions, contact Julie Fornshell 701.222.6455

REMIT TO:
Bismarck Parks and Recreation District
400 E Front Ave
Bismarck ND 58504-5641

Please remit bottom portion of invoice with your payment.
Thank you!

CUSTOMER ACCOUNT # : 1017
DATE: 12/3/2024
INVOICE #: 05589
DUE DATE: 12/31/2024
TOTAL DUE: 42,839.14

BURLEIGH COUNTY WATER RESOURCE DISTRICT
McDowell Dam Monthly Billing

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

For The Month Ended November 30, 2024

Date Submitted: 12/3/2024

Salaries & Wages	$	9,513.50
Employer Payroll Taxes		727.78
Employee Pension & Health/Life/ Diability Benefits		2,762.46
Property & Liability Insurance		-
Operating Expenses		3,691.94
Capital Improvement Expenses		20,923.37
Total Expenses	$	37,619.05
Administrative Fee		
(25% of Operating Expenses)	$	4,173.92
(5% of Capital Improvement Expenses)		1,046.17
Total Amount Requested	$	42,839.14

K Kust
Prepared By

Board Member

Finance Director
Title

McDowell Dam Monthly Billing
November-24

Salaries & Wages		
Salaries - Full time	$ 6,655.11	
Sick Leave Overage	-	
Wages - Part time	2,858.39	
Wages - Part time (Overtime)	-	
Total Salaries & Wages		$ 9,513.50
Employer Payroll Taxes		
Social Security/Medicare	727.78	
Unemployment- ND Job Service	-	
Total Employer Payroll Taxes		727.78
Employee Benefits		
Pension	692.13	
Health, Life, & Disability Insurance	2,070.33	
Total Employee Benefits		2,762.46
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	159.02	
Miscellaneous Supplies	283.42	
Fuel	220.14	
Repairs & Replacement	1,944.58	
Uniforms	-	
Concession Purchases	-	
Tools & Small Equipment less $500	34.98	
Equipment over $500	-	
Misc. Charges, Permits, and Licenses	-	
Expenses Incurred - NOT Previously Billed		
Sep 2024 - Credit Card Fees	68.45	
	2,710.59	
Utilities		
Natural Gas	-	
Electricity	570.42	
Garbage Removal	-	
Water	208.41	
Telephone	202.52	
Total Utilities	981.35	
Total Operating Expenses		3,691.94
Capital Improvements		
Building and Building Remodeling	-	
Capital Equipment	-	
Capital Outlay	20,923.37	
Total Capital Improvements		20,923.37
Total Expenses		$ 37,619.05

Bismarck Parks and Recreation District

Detail Report
Account Detail
Date Range: 11/01/2024 - 11/30/2024

Account	Name	Beginning Balance	Total Activity	Ending Balance
Fund: 01 - GENERAL FUND				
01.12.000.510100	FULL-TIME SALARIES	46,585.77	6,655.11	53,240.88

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
11/01/2024	PYPKT01504	PYPKT01504 - 2024-11		ROBINSON, DAVID H.:000415 - McDow		2,218.37	48,804.14
11/15/2024	PYPKT01509	PYPKT01509 - 2024-11		ROBINSON, DAVID H.:000415 - McDow		2,218.37	51,022.51
11/27/2024	PYPKT01514	PYPKT01514 - 2024-11		ROBINSON, DAVID H.:000415 - McDow		2,218.37	53,240.88

01.12.000.510200	PART-TIME SALARIES	39,263.80	2,858.39	42,122.19

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
11/01/2024	PYPKT01505	PYPKT01505 - 2024-11		KAMPHUIS, MARK A.:002976 - Operatio		331.88	39,595.68
11/01/2024	PYPKT01505	PYPKT01505 - 2024-11		JOHNSON, SETH M.:000217 - Operation		448.50	40,044.18
11/15/2024	PYPKT01510	PYPKT01510 - 2024-11		JOHNSON, SETH M.:000217 - Operation		655.50	40,699.68
11/15/2024	PYPKT01510	PYPKT01510 - 2024-11		KAMPHUIS, MARK A.:002976 - Operatio		354.00	41,053.68
11/15/2024	PYPKT01510	PYPKT01510 - 2024-11		BLOOM, BRODY S.:003636 - Operations		95.88	41,149.56
11/27/2024	PYPKT01515	PYPKT01515 - 2024-11		JOHNSON, SETH M.:000217 - Operation		655.50	41,805.06
11/27/2024	PYPKT01515	PYPKT01515 - 2024-11		KAMPHUIS, MARK A.:002976 - Operatio		317.13	42,122.19

01.12.000.530110	JANITORIAL SUPPLIES	885.26	159.02	1,044.28

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
11/10/2024	APPKT03734	75998 10 0283A	DFT0001500	GOOP CLEANER 1 GAL	0948 - US BANK - ONE CARD	9.98	895.24
			Purchased From Vendor:	0581 - MENARDS INC			
11/10/2024	APPKT03734	P018214	DFT0001500	TP	0948 - US BANK - ONE CARD	149.04	1,044.28
			Purchased From Vendor:	0254 - D & E SUPPLY COMPANY			

01.12.000.530140	MISCELLANEOUS SUPPLIES	1,762.27	283.42	2,045.69

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
11/07/2024	APPKT03707	241811	217572	ELECTRIC BRANDING IRON - MCD	1950 - L & H BRANDING IRONS	265.00	2,027.27
11/10/2024	APPKT03734	52222 03 3658A	DFT0001500	HEFTY 13 GAL 90CT, LIGHTERS	0948 - US BANK - ONE CARD	18.42	2,045.69
			Purchased From Vendor:	0581 - MENARDS INC			

01.12.000.531300	FUEL	3,976.03	220.14	4,196.17

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
11/19/2024	APPKT03727	FLTS-2024-00000010	217664	OCTOBER 24 FUEL USAGE	0209 - CITY OF BISMARCK	220.14	4,196.17

Account	Name	Beginning Balance	Total Activity	Ending Balance
01.12.000.531400	REPAIRS & REPLACEMENT	25,161.76	1,944.58	27,106.34

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
11/06/2024	APPKT03703	P5582046	217529	GLOW PLUG GASKET	0751 - RDO EQUIPMENT CO.	161.01	25,322.77
11/06/2024	APPKT03703	P5606446	217529	GASKET	0751 - RDO EQUIPMENT CO.	44.73	25,367.50
11/06/2024	APPKT03703	P5609346	217529	GASKET EXCHANGE	0751 - RDO EQUIPMENT CO.	44.73	25,412.23
11/06/2024	APPKT03703	P5609346C	217529	GASKET EXCHANGE	0751 - RDO EQUIPMENT CO.	-44.73	25,367.50
11/06/2024	APPKT03707	17430	217558	A/C REPAIR (REPL CAPACITOR AND WAS	0301 - DIRK PLUMBING & HEATING INC.	160.00	25,527.50
11/06/2024	APPKT03707	3700	217565	REPAIR UNDERGROUND BREAK, REPL J	5426 - GROSS, MATTHEW	342.30	25,869.80
11/07/2024	APPKT03707	6815800	217583	STEP IN POST 4 FT WHITE POLY, RV ANTI	0785 - RUNNINGS SUPPLY INC	127.44	25,997.24
11/10/2024	APPKT03734	102324-06459	DFT0001500	OIL FILTERS, BATTERY	0948 - US BANK - ONE CARD	96.08	26,093.32
				Purchased From Vendor: 0964 - WALMART COMMUNITY BRC			
11/10/2024	APPKT03734	2000124-28203978	DFT0001500	TRAILER JACK	0948 - US BANK - ONE CARD	49.99	26,143.31
				Purchased From Vendor: 0964 - WALMART COMMUNITY BRC			
11/10/2024	APPKT03734	2000124-39597975	DFT0001500	MEASURE WHEEL, TAPE, WHEEL BALAN	0948 - US BANK - ONE CARD	104.39	26,247.70
				Purchased From Vendor: 0964 - WALMART COMMUNITY BRC			
11/10/2024	APPKT03734	50937	DFT0001500	SQUARE TUBING	0948 - US BANK - ONE CARD	71.40	26,319.10
				Purchased From Vendor: 0404 - GLENN'S WELDING & TRAILER SUPP			
11/10/2024	APPKT03734	52222 03 3658	DFT0001500	VALVE	0948 - US BANK - ONE CARD	9.99	26,329.09
				Purchased From Vendor: 0581 - MENARDS INC			
11/10/2024	APPKT03734	606053	DFT0001500	FILTERS, DEGREASER, SPARK PLUGS	0948 - US BANK - ONE CARD	74.74	26,403.83
				Purchased From Vendor: 0617 - NAPA AUTO PARTS			
11/10/2024	APPKT03734	6797057	DFT0001500	TRAILER JACK	0948 - US BANK - ONE CARD	59.99	26,463.82
				Purchased From Vendor: 0785 - RUNNINGS SUPPLY INC			
11/10/2024	APPKT03734	6802551	DFT0001500	POST 4FT WHITE POLY (20)	0948 - US BANK - ONE CARD	43.80	26,507.62
				Purchased From Vendor: 0785 - RUNNINGS SUPPLY INC			
11/10/2024	APPKT03734	75998 10 0283	DFT0001500	SPOUTS, CORD ENDS, CHAIN, BUNGEE	0948 - US BANK - ONE CARD	70.56	26,578.18
				Purchased From Vendor: 0581 - MENARDS INC			
11/10/2024	APPKT03734	92724-02820	DFT0001500	MOTOR OIL, GREASE	0948 - US BANK - ONE CARD	187.88	26,766.06
				Purchased From Vendor: 0964 - WALMART COMMUNITY BRC			
11/10/2024	APPKT03734	93024-0412-7	DFT0001500	PAINT, SEAL, ROLLER COVER	0948 - US BANK - ONE CARD	63.48	26,829.54
				Purchased From Vendor: 0821 - SHERWIN WILLIAMS CO.			
11/10/2024	APPKT03734	G14480-8	DFT0001500	SHUTOFF VALVE - TOILET	0948 - US BANK - ONE CARD	13.99	26,843.53
				Purchased From Vendor: 0562 - MAC'S HARDWARE			
11/10/2024	APPKT03734	S104125931.001	DFT0001500	PVC CAP, SEPTIC ALARM, SCREWDRIVER	0948 - US BANK - ONE CARD	262.81	27,106.34
				Purchased From Vendor: 0272 - DAKOTA SUPPLY GROUP			

Account	Name	Beginning Balance	Total Activity	Ending Balance
01.12.000.531700	TOOLS & SMALL EQUIP LESS $500	2,710.80	34.98	2,745.78

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
11/10/2024	APPKT03734	21941 08 9727	DFT0001500	PRUNER	0948 - US BANK - ONE CARD	34.98	2,745.78
				Purchased From Vendor: 0581 - MENARDS INC			

01.12.000.540130	ELECTRICITY	5,673.46	570.42	6,243.88

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
11/19/2024	APPKT03727	OCTOBER 24	217663	OCTOBER 24 (10/1/24 - 11/1/24)	0175 - CAPITAL ELECTRIC COOPERATIVE	570.42	6,243.88

01.12.000.540150	WATER	2,728.15	208.41	2,936.56

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
11/27/2024	APPKT03735	NOVEMBER 24 BILLIN	217693	NOVEMBER 24 BILLING	0837 - SOUTH CENTRAL REGIONAL WATER	208.41	2,936.56

01.12.000.540160	TELEPHONE	1,620.16	202.52	1,822.68

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
11/10/2024	APPKT03734	1012024a	DFT0001500	OCTOBER24 PHONE/INTERNET CHARGE	0948 - US BANK - ONE CARD	202.52	1,822.68
				Purchased From Vendor: 0087 - BEK COMMUNICATIONS			

01.12.000.550100	HEALTH INSURANCE	20,703.53	2,070.33	22,773.86

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
11/19/2024	APPKT03725	NOVEMBER 24 HEALT	217625	NOVEMBER 24 HEALTH BENEFITS	0209 - CITY OF BISMARCK	2,070.33	22,773.86

01.12.000.570800	CAPITAL OUTLAY	11,646.86	20,923.37	32,570.23

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
11/06/2024	APPKT03706	240560	217543	2024 CHIP SEAL - MCDOWELL DAM	0241 - COUNTY OF BURLEIGH	20,923.37	32,570.23

Total Fund: 01 - GENERAL FUND: **Beginning Balance: 162,717.85** **Total Activity: 36,130.69** **Ending Balance: 198,848.54**

Grand Totals: **Beginning Balance: 162,717.85** **Total Activity: 36,130.69** **Ending Balance: 198,848.54**

MENARDS - BISMARCK
3300 State Street
Bismarck, ND 58503

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 12/26/24

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

Sale Transaction

Tax Exempt Certificate ID: 5021339
Exempt Type: State or Local Government

1 GAL ORANGE GOOP CLEANE			9.98 NT
6471237			
REPLACEMENT SPOUT			
2617473	2 @4.99		9.98 NT
EZ-POUR REPLACEMENT SPOU			
2617474	2 @8.99		17.98 NT
15A/125V 3-WIRE PLUG			
3633268	4 @3.49		13.96 NT
15A/125V 3-WIRE PLUG-BLK			
3632734	3 @2.99		8.97 NT
#1 TWIN LOOP 20'			
2352345			10.69 NT
48" CARABINER BUNGEE			
2356524	2 @4.49		8.98 NT

TOTAL SALE 80.54
VISA CREDIT 6485 80.54
PO # MCDOWELL
Auth Code:047426
Contactless
a0000000031010
ARQC - 60f566241bfbad07

TOTAL NUMBER OF ITEMS = 15

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
3045

GUEST COPY

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

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

THANK YOU, YOUR CASHIER, Natalie

75998 10 0283 09/27/24 11:40AM 3055

COPY

D&E Supply COMPANY
P.O. Box 2633
Bismarck, ND 58502-2633

INVO
Phone 701-255-
Fax 701-258-

Page 1/

Sold To
City of Bismarck Parks & Rec
400 E Front Ave
Bismarck ND 58504

Ship To
MCDOWELL DAM
E OF CITY
BISMARCK ND 58504

Customer #	Order Date	Sales Order #	Buyer	Customer P/O #	Ship Via	Salesm
0001235	10/22/2024	084207			Customer Pic	01
Invoice #	**Invoice Date**	**Ship Date**	**Freight Terms**	**Job Number**	**Terms**	
P018214	10/22/2024	10/22/24	PREPAID		net 30	

LN	QNTY ORD	QNTY SHIP	QNTY B/O	QNTY PICK	PRODUCT NUMBER	DESCRIPTION	UOM	NET PRICE	EXTENSIO
1	2	2			LV-21547	Bathroom Tissue, LIVI VPG SELECT, 80/500's	CS	74.52	$149.0
						.....Payment Received..... Visa 149.04			

COPY

X: _____
Customer Signature:

Pay online by going to desupply.com and clicking on the "payments" tab at the top!
Call today for email invoicing and statements!

Terms & Conditions
Returns must be made within 60 days of invoice date. All returns must be approved. Product must be in original packaging. Returns are subject up to a 20% restocking fee.

Merchandise	149.(
Freight	0.(
Misc Charges	0.(
Sub Total	149.(
Taxable	0.(
Tax (091)	0.(
TOTAL	$149.0

POS Copy Printed by: POS 10:40:10 22 OCT 2024 Batch Number: 01-2478 Writer: JUP

PURCHASE ORDER

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

No. 100636

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

Name L & H Branding

Vendor 1950

Address

Date 10/15/24

Notes McDowell Dam branding iron For marking Equipment / Theft protection

	Project Number	Cost
Acct # 01.12.000.530140		265.00
Description Electric branding iron		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
	Total	265.00

Employee's Signature

Manager's Signature

Approved By

ORIGINAL

L&H BRANDING IRONS

www.lhbrandingirons.com

410 6th St SE
P.O. Box 639
Mandan, ND 58554

Ph: 701-663-9821
Fax: 701-663-0401

INVOICE

Date: 10/2/2024

Invoice: 241811
Sales Order: 223049

Sold To: 10924700

Bismarck Parks & Recreation
400 E Front Ave
Bismarck ND 58504 USA

Ship To:

Bismarck Parks & Recreation
400 E Front Ave
Bismarck ND 58504 USA

Phone: 701-226-4955

Ship Date: 10/2/2024
Ship Via: Pickup

F.O.B.: Origin
Terms: Net 30

Line	Part Number/Description	Quantity		Unit Price	Net Unit Price	Ext Price
1	0492 All Purpose Brand - Custom Serial Number: 19275	1.00	EA	265.00	265.00	265.00

MCDOWELL DAM

Line Total:	**265.00**
Total Freight:	**0.00**
Total Tax:	**0.00**
Total:	**$ 265.00**

US Dollar

DISCLAIMER: 45 DAYS AFTER THE FULL AMOUNT IS DUE A SERVICE CHARGE OF 1 1/2% PER MONTH (WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%) WILL BE APPLIED TO THE PAST DUE AMOUNT.
THIS IS TO CERIFY THAT THE MERCHANDISE LISTED ON THIS INVOICE HAS BEEN PRODUCED IN ACCORDANCE WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

MENARDS - BISMARCK
3300 State Street
Bismarck, ND 58503

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 12/24/24

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

Sale Transaction

Tax Exempt Certificate ID: 2724111
Exempt Type: null
5/8OD X 1/4OD Q-TURN Valve
6825918 9.99 NT
CROCS UTILTY AND HANDY P Lighters
6408194 1.89 NT
MK 2 PACK CANDLE LIGHTER
6408192 1.89 NT

18.42

Tax Exempt Certificate ID: 5021339
Exempt Type: State or Local Government

HEFTY 13 GAL 90CT Trash Bags
6485489 14.64 NT

TOTAL SALE 28.41
VISA CREDIT 6485 28.41
PO # mcdowell dam
Auth Code:060273
Contactless
a0000000031010
ARQC - 473b5e198ad0c3c3

TOTAL NUMBER OF ITEMS = 4

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
3045

GUEST COPY

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

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

THANK YOU, YOUR CASHIER, Lola

52222 03 3658 09/25/24 01:52PM 3055

COPY

PURCHASE ORDER

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

No. 102083

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

Name City of Bismarck

Vendor 209

Address

Date 11-15-24

Notes fuel usage - October 2024

	Project Number	Cost
Acct # 01.04.000.531300		
Description Park Ops		4,450.44
Acct # 01.15.000.531300		
Description General Sibley		313.93
Acct # 01.12.000.531300		
Description McDowell Dam		220.14
Acct # 01.19.000.531300		223.90
Description Burleigh County		~~239.90~~
Acct # 01.30.000.531300		
Description AWC		72.75
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
	Total	5,281.16

Employee's Signature

Manager's Signature

Approved By

ORIGINAL

Bismarck

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

INVOICE

DATE: 11/08/2024
DUE DATE: 12/08/2024
CUSTOMER NO: 509
INVOICE NO: FLTS-2024-00000010
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	$386.2500	$386.25
Sale of Unleaded Fuel-Hwy/St	1	$4,894.9100	$4,894.91

Invoice Total:	$5,281.16
Prepaid Amount:	-$0.00
Balance Due:	**$5,281.16**

Park ops 4,450.44 Sibley 313.93 McD. 220.14 AWC 72.75 Burleigh 223.90 =5281.16

- - - -

City of Bismarck

Simple Invoice By Account For Driver

Date Range From : 10/01/2024 12:00:00AM To : 10/31/2024 11:59:00PM

Driver	Driver Name	# of Trans	Price	Total Quantity	Total Amount
Account : 1099	PARKS & REC				
Product : 01	Unleaded				
2522000000001464	PARKS/ DAN S.	2	$3.020	62.490	$185.33
2522000000002140	PARKS/ TIM N.	2	$3.020	50.830	$150.60
2522000000002179	PARKS/ LYNN M.	4	$3.020	76.840	$229.82
2522000000002202	PARKS // DAVE MAYER	1	$2.910	26.260	$76.42
2522000000002720	PARKS /// ADAM KELLER	2	$3.020	48.610	$143.89
2522000000002722	PARKS /// MERKEL RILEY	2	$3.020	41.520	$122.87
2522000000002723	PARKS // JOSH BECKER	1	$3.020	27.000	$81.54
2522000000003135	PARKS / EMMY VIDEEN	2	$3.020	78.710	$237.71
2522000000003157	PARKS / MARTHA	1	$3.020	25.240	$76.22
2522000000003275	PARKS / JACE CARROLL	3	$3.020	68.950	$203.34
2522000000003278	PARKS//MILLER, RYAN	4	$3.020	89.940	$269.08
2522000000003414	PARKS / JEFF OSTER	3	$3.020	54.320	$161.20
2522000000003425	PARKS / JOEY LAFAVE	3	$3.020	78.420	$234.02
2522000000003427	PARKS /// BEVERLY	3	$3.020	46.010	$135.78
2522000000003597	PARKS /// SHOP	8	$3.020	148.410	$445.34
2522000000003598	PARKS /// SHOP	2	$3.020	48.000	$142.32
2522000000003604	PARKS /// ROBINSON	3	$3.020	73.740	$220.14
2522000000003729	PARKS / TONY SCHMITT	2	$3.020	51.890	$153.92
2522000000003751	PARKS ////// SHOP	2	$3.020	45.800	$138.32
2522000000003760	PARKS //// STEVE G	4	$3.020	75.480	$223.90
2522000000003787	PARKS ///// HAADEM , JERAD	3	$3.020	71.810	$214.22
2522000000003827	PARKS / BOSCH JAMIE	4	$3.020	83.780	$248.64
2522000000003836	PARKS / MATZKE, BRAD	2	$3.020	59.310	$175.87
2522000000003903	PARKS / AQUATIC CENTER	1	$2.910	25.000	$72.75
2522000000003931	PARKS / CORY LANG	1	$3.020	19.280	$58.23
2522000000003954	Parks/Rich H	2	$3.020	50.990	$151.22
2522000000003955	PARKS/BALES, COLIN	3	$3.020	84.730	$252.97
2522000000004134	Brandon Hoepfner	1	$2.910	30.670	$89.25
	Totals for Product :			**1644.030**	**$4,894.91**
Product : 02	Clear Diesel				
2522000000003425	PARKS / JOEY LAFAVE	3	$3.050	126.640	$386.25
	Totals for Product :			**126.640**	**$386.25**
	Totals for Account :			**1770.670**	**$5,281.16**

PURCHASE ORDER

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

No. 100635

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

Name KDO

Vendor 751

Address

Date 10-23-24

Notes Mower Parts

	Project Number	Cost
Acct # 01.12.000.531400		
Description Glow plug		161.01
Acct # 01.12.000.531400		
Description Gasket purchase		44.73
Acct # 01.12.000.531400		
Description Gasket return and replace		0.00
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
	Total	205.74

Employee's Signature

Manager's Signature DM

Approved By

ORIGINAL

RDO EQUIPMENT CO.

RDO Equipment Co.
1850 E. Bismarck
Expressway
Bismarck, ND 58504
701-946-7165
Fax: 701-222-6341
www.rdoequipment.com

For Billing Inquiries or to receive invoices via E-mail or MyDealer website, please contact RDOAR@rdoequipment.com

Ship to: N/A

Branch BISMARCK CP CNNYYY

Date 09/27/24 **Time** 12:18:27 (R) **Page** 01

Account No. 6455018 **Phone No.** 7012226455 **Invoice No.** P5582046

Ship Via WILL CALL **Purchase Order** MCDOWELL DAM

Tax Exemption Number E4674 **Federal ID Number**

Invoice to: BISMARCK PARKS & REC
MCDOWELL DAM
400 EAST FRONT AVE
BISMARCK ND 58504

Salesperson T20

PARTS INVOICE

ORDER#: 051441

** Buy parts online and view your invoices at RDOequipment.com/account
Create your FREE RDO Account today!
** Ask how you can save 15% on select turf parts.

Part#	Description	Bin	ORD	ISS	SHP	B/O	U	Price	Amount
MIU805954	Glow Plug	BC01070	3	3	3			53.67	161.01
M811849	GASKET	NOBIN	1			1		44.73	

WILL CALL
1550
7014711609

TOTAL DUE RDO 161.01

Payments are due on your RDO account 30 days from the invoice date

****
PLEASE REMIT TO: RDO EQUIPMENT CO.
P.O. BOX 7160
FARGO, ND 58106-7160
****

TOTAL WEIGHT=> .18

BISMARCK PARKS & REC

Thank you for your Business

Stocked parts can be returned within 30 days with copy of invoice. Special order parts $20.00 and up may be returned within 30 days with copy of invoice. 25% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

RDO EQUIPMENT CO.

RDO Equipment Co.
1850 E. Bismarck
Expressway
Bismarck, ND 58504
701-946-7165
Fax: 701-222-6341
www.rdoequipment.com

For Billing Inquiries or to receive invoices via E-mail or MyDealer website, please contact RDOAR@rdoequipment.com

Ship to: N/A

Branch BISMARCK CP CNNYYY

Date 10/09/24 **Time** 10:18:15 (R) **Page** 01

Account No. 6455018 **Phone No.** 7012226455 **Invoice No.** P5606446

Ship Via WILL CALL **Purchase Order** MCDOWELL DAM

Tax Exemption Number E4674 **Federal ID Number**

Salesperson T20

Invoice to:
BISMARCK PARKS & REC
MCDOWELL DAM
400 EAST FRONT AVE
BISMARCK ND 58504

PARTS INVOICE

ORDER#: 051441

** Buy parts online and view your invoices at RDOequipment.com/account
Create your FREE RDO Account today!

Part#	Description	Bin	ORD	ISS	SHP	B/O	U	Price	Amount
M811849	GASKET	BC01070	1	1	1			44.73	44.73

WILL CALL
1550
7014711609

TOTAL DUE RDO 44.73

+----------+
| Payments are due on your RDO account 30 days from the invoice date |
+----------+

****
PLEASE REMIT TO: RDO EQUIPMENT CO.
P.O. BOX 7160
FARGO, ND 58106-7160
****

TOTAL WEIGHT=> .09

BISMARCK PARKS & REC

Thank you for your Business

Stocked parts can be returned within 30 days with copy of invoice. Special order parts $20.00 and up may be returned within 30 days with copy of invoice. 25% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

RDO EQUIPMENT CO.

RDO Equipment Co.
1850 E. Bismarck
Expressway
Bismarck, ND 58504
701-946-7165
Fax: 701-222-6341
www.rdoequipment.com

For Billing Inquiries or to receive invoices via E-mail or MyDealer website, please contact RDOAR@rdoequipment.com

Ship to: N/A

Branch BISMARCK CP CNNYYY

Date	Time	Page
10/10/24	13:12:30 (R)	01

Account No.	Phone No.	Invoice No.
6455018	7012226455	P5609346

Ship Via **Purchase Order**

Tax Exemption Number E4674 **Federal ID Number**

Salesperson DUJ

Invoice to: BISMARCK PARKS & REC
MCDOWELL DAM
400 EAST FRONT AVE
BISMARCK ND 58504

PARTS INVOICE

ORDER#: 051784

** Buy parts online and view your invoices at RDOequipment.com/account
Create your FREE RDO Account today!

Part#	Description	Bin	ORD	ISS	SHP	B/O	U	Price	Amount
M811939	GASKET	BC01076	1	1	1			44.73	44.73
M811849	GASKET	NOBIN	1-	1-	1-			44.73	44.73CR

701-226-4955

TOTAL .00

TOTAL WEIGHT=> .12

Thank you for your Business

Stocked parts can be returned within 30 days with copy of invoice. Special order parts $20.00 and up may be returned within 30 days with copy of invoice. 25% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

PURCHASE ORDER

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

No. 100638

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

Name Dirk Plumbing & Heating

Vendor 301

Address

Date 10/24/24

Notes Air conditioning repair

	Project Number	Cost
Acct # 01.12.000.531400		
Description Capacitor & Flush		160.00
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
	Total	160.00

Employee's Signature

Manager's Signature DM

Approved By

ORIGINAL

Dirk Plumbing and Heating Inc

PO Box 127
Mandan, ND 58554

Invoice

DATE	INVOICE #
9/30/2024	17430

BILL TO

Bismarck Parks and Rec
400 E Front Ave
Bismarck, ND 58504

We no longer accept credit card payments over the phone. If using credit card for payment, fill out below and return by mail or visit our website: www.dirkplumbingandheating.com.
WE WILL NOT EXCEPT CREDIT CARD PAYMENTS OVER $1,000 UNLESS YOU ADD A 3% PROCESS FEE
Name on card (please print)_____
Credit card #_____
Exp. Date_____/_____
Security Code (3 digits on back of card)_____
Email_____
Zip Code on Card Statement_____
Amount to Pay_____

Return upper portion with payment.

P.O. NO.	TERMS	PAID AMT
	30 days	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	McDowell Dam - Replaced capacitor and washed AC unit		
	John	120.00	120.00
	Trip charge	10.00	10.00
	Material	30.00	30.00

All unpaid invoices are subject to 1.5% finance charge after 30 days.

Thank you. We appreciate your business.

Total $160.00

Phone #
(701) 663-3671

JOB INVOICE

017430

DIRK PLUMBING & HEATING, INC.

Master Plumber License #8804
P.O. Box 127 - Mandan, ND 58554-0127
Phone 701-663-3671 Fax 701-663-3556

TO Bis Parks + Rec

TERMS: NET 30 DAYS. A LATE CHARGE OF 1-1/2% PER MONTH, (18% PER ANNUM) WILL BE CHARGED ON UNPAID BALANCES. WE ACCEPT ALL MAJOR CREDIT CARDS.

PHONE	DATE OF ORDER 9-30-24
ORDER TAKEN BY John	CUSTOMER'S ORDER NUMBER
☐ DAY WORK ☐ CONTRACT ☐ EXTRA	
JOB NAME/NUMBER	
JOB LOCATION McDowell Dam	
JOB PHONE	STARTING DATE

QTY.	MATERIAL	PRICE		AMOUNT		DESCRIPTION OF WORK
1	Capacitor			30	00	* Replaced Capacitor in A/C unit
						* Washed A/C condenser
	We appreciate your business.					
DATE COMPLETED		TOTAL MATERIALS				

OTHER CHARGES		
Trip	10	00
TOTAL OTHER		

LABOR	HRS.	RATE	AMOUNT	
John	1	120	120	00

TOTAL LABOR	120	00
TOTAL MATERIALS	30	00
TOTAL OTHER	10	00
TAX		
TOTAL	160	00

Signature _____

Work ordered by _____
I hereby acknowledge the satisfactory completion of the above described work.

PURCHASE ORDER

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

No. 100637

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

Name Gross Electric

Vendor 5426

Address

Date 10/24/24

Notes Electrical Repairs

	Project Number	Cost
Acct # 01.12.000.531400		
Description Replace box with cover missing Repair underground		342.30
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
	Total	342.30

Employee's Signature

Manager's Signature

Approved By

ORIGINAL

GROSS ELECTRIC, INC.
1230 W Highland Acres Rd
Bismarck, ND 58501
701-751-4569

Invoice

BILL TO
Bismarck Parks and Rec 400 E Front Ave Bismarck, ND 58504

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
3700	10/22/2024	$342.30	Due on receipt	

QTY	DESCRIPTION	RATE	AMOUNT
	Work done @ Mcdowell Dam - Repair underground break and replace broken junction box in shelter #4		
1	UF Splice Kit	28.30	28.30
1	8x8x4 Outdoor Junction Box	44.00	44.00
3	Labor Clint Sjomeling	90.00	270.00

Contact GROSS ELECTRIC, INC. to pay.

BALANCE DUE **$342.30**

Thank you for your business

PURCHASE ORDER

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

No. 100639

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

Name Runnings

Vendor 785

Address

Date 10/30/24

Notes Posts + anti freeze

	Project Number	Cost
Acct # 01.12.000.531400		
Description Tree markers + winterize bathrooms		127.44
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
	Total	127.44

Employee's Signature

Manager's Signature DM

Approved By

ORIGINAL

Runnings

Charge
016 - Bismarck

PRODUCT	QTY	UM	PRICE	TOTAL
STEP IN POST 4' WHITE POLY				
9650189	50	EA	2.19	109.50 n
RV ANTIFREEZE -50 GALLON BLEND				
30E70019	6	EA	2.99	17.94 n
SUBTOTAL				127.44
Tax				0.00
TOTAL				127.44
Charge Account				127.44

Runnings
701 S. Washington
Bismarck, ND 58504

I certify that I am authorized to charge on this account. I also agree to pay according to the charge-account agreement.

X:_____

*ALL NEED A PO

10/28/24 16:14:06 016 79720528016
1610111 BISMARCK PARKS & RECREATION
400 E FRONT AVE
BISMARCK, ND 58504-0000 USA
ATB: *ALL NEED A PO
GOV: 1610111
PO NUMBER: mcdowell dame
INVOICE #: 6815800 WSID: RSIWS1952
A0FAE7E6-C5CF-44FB-91C8-1A0FE9D89C10
0508FC 5.1.23.1003 TILL ID: 02

Charge
- Bismarck
1 of 2

Runnings

Charge

016 - Bismarck

PROD ID	QTY	UM	PRICE	TOTAL
STEP IN POST 4' WHITE POLY				
9650189	50	EA	2.19	109.50 n
RV ANTIFREEZE -50 GALLON BLEND				
30870019	6	EA	2.99	17.94 n

SUBTOTAL	127.44
Tax	0.00
TOTAL	127.44
Charge Account	127.44

Runnings

701 S. Washington

Bismarck, ND 58504

I certify that I am authorized to charge on this account. I also agree to pay according to the charge-account agreement.

X:_____

*ALL NEED A PO

10/28/24 16:14:06 016 79720528016

1610111 BISMARCK PARKS & RECREATION

400 E FRONT AVE

BISMARCK, ND 58504-0000 USA

ATB: *ALL NEED A PO

GOV: 1610111

PO NUMBER: mcdowell dame

INVOICE #: 6815800 WSID: RSIWS1952

A0FAE7E6-A5CA-44FB-91C8-1A0FE9D89C10

0508HC 5.1.23.1003 TILL ID: 02

You could win a $1000 GiftCard!
Visit survey.walmart.com#7TNH2CJM482
For more details,see back of receipt.

Walmart

WM Supercenter
701-223-3066 Mgr:TIM
2717 ROCK ISLAND PL
BISMARCK ND 58504
ST# 01534 OP# 000135 TE# 90 TR# 06459
ITEMS SOLD 4
TC# 9399 6092 6192 2547 7810

PRODUCT SERIAL # HAN0000518485

VALUE 75	019032753607		
BATT CORE FE	068113107867	69.74	0
OIL FILTER	000910056040	12.00	0
OIL FILTER	000910056040	7.17	0
		7.17	0
	SUBTOTAL	96.08	
	TOTAL	96.08	
	VISA TEND	96.08	

VISA CREDIT **** **** **** 6485 I 2
APPROVAL # 027029
REF # 1042000314
TRANS ID - 464297711178090
VALIDATION - 6Z9V
PAYMENT SERVICE - E
AID A0000000031010
AAC 2C7EC837F7DE28ED
TERMINAL # SC010161
*NO SIGNATURE REQUIRED
10/23/24 14:45:29
CHANGE DUE 0.00
**********SAVE RECEIPT**********
* RETURN OLD BATTERY FOR PROPER *
* RECYCLING. *
****
CUSTOMER COPY

Get free delivery
from this store
with Walmart+

Scan for 30-day free trial.

Low Prices You Can Trust. Every Day.
10/23/24 14:45:45

Battery

COPY

Gentle & soft

Spons

Walmart

Sep 29, 2024 order
Order# 2000124-28203978

BENTISM Trailer Jack A Frame Bolt on Trailer Tongue Jack 5000 lbs with Drop Leg	Qty 1	$49.99
Subtotal		$49.99
Tax		$0.00
Total		**$49.99**

Charge history Your transaction activity for this order >

Payment method Ending in 6485

COPY

Walmart Pride always has a place

Spons

Walmart

Oct 12, 2024 order
Order# 2000124-39597975

2024 Wheel Balancer Rim Width Caliper Measurement Measuring Tool Fit for Coats	Qty 1	$16.44

More from this order

Tesa IB51036 3/4 inch x 82 feet Cloth Fabric Exterior Harness Hi-temp Tape Black (2 pcs)	Qty 1	$18.95
YIYIBYUS 4 Pcs Wheel Balancer Standard Taper Cone Kit 40mm Shaft Coats 1.77" to 5.39" for Car SUV Truck Caravans	Qty 1	$69.00

Subtotal	$104.39
Tax	$0.00
Total	**$104.39**

Charge history Your transaction activity for this order >

Payment method

VISA **Ending in 6485**

COPY

GLENN'S WELDING & TRAILER SUPPLIES, INC
121 EASTDALE DRIVE
BISMARCK, ND 58501

Sales Receipt

Date	Sale No.
10/22/2024	50937

Sold To
Bismarck Park & Rec 400 East Front Avenue Bismarck ND 58504

Check No.	Payment Method	Project
	Visa	

Description	Qty	Rate	Amount
3x3x1/8 square tube	17	4.20	71.40

GLENNS WELDING & TRAIL
121 EASTDALE DRIVE
BISMARCK ND 58501
701/223-5043

SALE

TID: 008 REF#: 00000005
Batch #: 296001 RRN: 015342057
10/22/24 10:50:01
Invoice #: 5
APPR CODE: 036645
VISA Contactless
**********6485 **/**

AMOUNT $71.40

APPROVED

VISA CREDIT
AID: A0000000031010
TVR: 00 00 00 00 00

Thank You
Please Come Again

CUSTOMER COPY

There is a limit of $2500.00 when paying by credit card or a 3% fee will be added to the sales receipt total. Please pay by check if the amount is over $2500.00

Subtotal	$71.40
Sales Tax (0.0%)	$0.00
Total	$71.40

COPY

MENARDS - BISMARCK
3300 State Street
Bismarck, ND 58503

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 12/24/24

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

Sale Transaction

Tax Exempt Certificate ID: 2724111
Exempt Type: null
5/80D X 1/40D Q-TURN Valve
6825918 9.99 NT
CROCS UTILTY AND HANDY P Lighters
6408194 1.89 NT
MK 2 PACK CANDLE LIGHTER
6408192 1.89 NT

13.42

Tax Exempt Certificate ID: 5021339
Exempt Type: State or Local Government

HEFTY 13 GAL 90CT Trash Bags
6485489 14.64 NT

TOTAL SALE 28.41
VISA CREDIT 6485 28.41
PO # mcdowell dam
Auth Code:060273
Contactless
a0000000031010
ARQC - 473b5e198ad0c3c3

TOTAL NUMBER OF ITEMS = 4

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
3045

GUEST COPY

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

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

THANK YOU, YOUR CASHIER, Lola

52222 03 3658 09/25/24 01:52PM 3055

COPY

NAPA

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

Emp.293 09/27/2024 12:06 (22)

INVOICE 606053

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

Description	Qty	Net	Total
TRAN FIL FIL 1259	1	13.50	13.50
OIL FILT FIL 1051	1	11.33	11.33
Champion Spark CHA 564	4	3.73	14.92
SUP CLN DEGREAS NCB 101724	1	34.99	34.99
Subtotal			74.74
TAXABLE 65 7.0000%			0.00
%			0.00

TOTAL DUE 74.74

Visa 6485 059853 74.74 N

ame Not Available
Customer Signature

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

NO RETURN ON ELECTRICAL
OR INSTALLED PARTS...
RECEIPT REQUIRED
FOR RETURNS
WARRANTY INFORMATION
AVAILABLE
ON REQUEST

<< STORE COPY >>

COPY

Runnings

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

Trailer Jack

PROD ID	QTY UM	PRICE	TOTAL
JACK, SW 5000# TUBE MOUNT 10"			
18090772	1 EA	59.99	59.99 n
SUBTOTAL			59.99
Tax			0.00
TOTAL			59.99
Visa			59.99

xxxxxxxxxxxx6485 (Approved)
ROBINSON/DAVID

10/04/24 16:12:07 016 79480657016
1610111 BISMARCK PARKS & RECREATION
ATB: *ALL NEED A PO
GOV: 1610111
PO NUMBER: mcdowell
INVOICE #: 6797057 WSID: RSIWS1949
FDCCE2D8-4FEC-416B-9FB9-1003C5620262
0928SV 5.1.23.1003 TILL ID: 03

Thanks for choosing Runnings!

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

Runnings

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

PROD ID	QTY	UM	PRICE	TOTAL
STEP IN POST 4' WHITE POLY				
9650189	20	EA	2.19	43.80 n

SUBTOTAL	43.80
Tax	0.00
TOTAL	43.80
Visa	43.80

xxxxxxxxxxxx6485 (Approved)
ROBINSON/DAVID

10/11/24 12:43:20 016 79550371016
1610111 BISMARCK PARKS & RECREATION
ATB: *ALL NEED A PO
GOV: 1610111
PO NUMBER: mcdowell dam
INVOICE #: 6802551 WSID: RSIWS1949
74845757-8342-433E-9F1B-12D2B1F97453
0928SV 5.1.23.1003 TILL ID: 03

Thanks for choosing Runnings!

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

COPY

MENARDS - BISMARCK
3300 State Street
Bismarck, ND 58503

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 12/26/24.

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

Sale Transaction

Tax Exempt Certificate ID: 5021339
Exempt Type: State or Local Government

1 GAL ORANGE GOOP CLEANE	Hand Cleaner	9.98	NT
6471237			
REPLACEMENT SPOUT	Fuel can spouts		
2617473 2 @4.99		9.98	NT
EZ-POUR REPLACEMENT SPOU			
2617474 2 @8.99		17.98	NT
15A/125V 3-WIRE PLUG	Cord Ends		
3633268 4 @3.49		13.96	NT
15A/125V 3-WIRE PLUG-BLK			
3632734 3 @2.99		8.97	NT
#1 TWIN LOOP 20'	Chain		
2352345		10.69	NT
48" CARABINER BUNGEE			
2356524 2 @4.49		8.98	NT

70.56

TOTAL SALE 80.54
VISA CREDIT 6485 80.54
PO # MCDOWELL
Auth Code:047426
Contactless
a0000000031010
ARQC - 60f566241bfbad07

TOTAL NUMBER OF ITEMS = 15

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
3045

GUEST COPY

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

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

THANK YOU, YOUR CASHIER, Natalie

75998 10 0283 09/27/24 11:40AM 3055

COPY

Give us feedback @ survey.walmart.com
Thank you! ID #:7TN52PJM0GP

Walmart

701-223-3066 Mgr:TIM
2717 ROCK ISLAND PL
BISMARCK ND 58504
ST# 01534 OP# 007539 TE# 90 TR# 02620
ITEMS SOLD 6
TC# 7978 3881 3885 4436 3971 2

MOTOR OIL	6	007192444819	14.98 O
MOTOR OIL		007192444819	14.98 O
DELVAC 5GA		007192444823	69.00 O
DELVAC 5GA		007192444823	69.00 O
GREASE 14OZ		007413006198	9.96 O
GREASE 14OZ		007413006198	9.96 O
		SUBTOTAL	187.88
		TOTAL	187.88
VISA CREDIT		VISA TEND	187.88

**** **** **** 6485 I 2
APPROVAL # 027348
REF # 1042000314
TRANS ID - 384271635482029
VALIDATION - NR66
PAYMENT SERVICE - E
P.O. # 58501
AID A0000000031010
AAC F6B1510E43D3F081
TERMINAL # SC010161
*NO SIGNATURE REQUIRED
09/27/24 12:39:20
CHANGE DUE 0.00
Low Prices You Can Trust. Every Day.
09/27/24 12:39:28
CUSTOMER COPY

Get free delivery
from this store
with Walmart+
Scan for 30-day free trial.

COPY

SHERWIN-WILLIAMS.

BISMARCK Store 701715

3010 ROCK ISLAND PL
BISMARCK ND 58504
(701)222-3171
Fax (701) 222-3617
www.sherwin-williams.com

SALE 10:39am
Tran # 0412-7 09/30/24
E11/17557 10
Weston PO# MCDOWELL DAM
Order # OE0114746A701715
BISMARCK PARK AND REC DEPT
Account XXXX-1436-2
Job 1 BISMARCK PARK AND REC DEPT
Tax Record Card 528209

Ship To:
(701)222-6464

Paint

6507-11450 20.101214 GALLON
CLRTP WBSTN TNTWHT
No Tax 1.00 @ 39.79 39.79
6512-71876 9302-CC EACH
HANDY TUBE SEAL 2PK
No Tax 2.00 @ 5.79 11.58
Discount (% 15.00) -1.74
180-3352 10335290 9 INCH
SW 9" X 3/4" PRO 6 P
No Tax 1.00 @ 16.29 16.29
Discount (% 15.00) -2.44

SUBTOTAL BEFORE TAX 63.48

7.000% SALES TAX:1-355850400 0.00
TOTAL $63.48

VISA -63.48

Payment Terminal Signature

C/C# XXXXXXXXXXXX6485
Auth # 053500
Chip Read
No PIN
AID:A0000000031010
TVR:0080008000
IAD:0601120360A002
TSI:E800

COPY

STORE HOURS

SUNDAY	12:00 PM - 4:00 PM
MONDAY - FRIDAY	7:00 AM - 6:00 PM

Mac's-Bismarck
900 26th Street S
Bismarck, ND 58504

PHONE: (701) 221-0654

CUST NO:	JOB NO:	PURCHASE ORDER:	REFERENCE:	TERMS:	CLERK:	DATE / TIME:
700850	000			COTC	GM017791	9/25/24

DUE DATE: 10/10/24 TERMINAL: 1811

SOLD TO:
BISMARCK PARK & RECREATION
400 E. FRONT AVE.

BISMARCK ND 58504
701-222-6464

SHIP TO:

TAX: 108 BISMARK 1.5 ND 5 CO .

INVOICE: G14480

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSI
1	1	1	EA	1216026	PP61PCLF QRTR ANG VLV 1/2NOM		1	13.99 /EA	13

Shut off
Value toilet

** PAID IN FULL ** 13.99 TAXABLE
NON-TAXABLE
SUBTOTAL

COPY

TAX AMOUNT
13.99 TOTAL

BANKCARD PAYMENT
BKCRD# XXXXXXXXXXXX6485

X
Received By

TOT WT: 0.00
MID: ***6749

APP: 069724 XR: 614480

DSG™

Ship Ticket

SHIP DATE	ORDER NUMBER	PAGE NO.
10/07/2024	S104125931.001	2 of 2

ORDER QTY	SHIP QTY		DESCRIPTION	UNIT PRICE	EXT PRICE
			2024/10/07 01:02:21 PM S104125931.1		

ORDER SUMMARY

Total Sales for Order	262.81
Discount Taken	0.00
Payments to Date	-262.81
Balance	0.00

10/07/24 262.81 Credit Card XXXXXXXXXXXX6485

Subtotal	262.81
S&H Charges	0.00
Tax	0.00
Payments	-262.81
Amount Due	0.00

COPY

Printed By: JOEHOUN on 10/7/2024 1:02:41 PM CDT

DSG dba DAKOTA SUPPLY GROUP
PO BOX 74007497
CHICAGO, IL 60674-7497

Ship Ticket

SHIP DATE	ORDER NUMBER
10/07/2024	S104125931.001

ORDERED BY	DAVID	PAGE NO
DSG - BISMARCK MECHANICAL 901 S 26TH ST BISMARCK, ND 58504-6856 Phone 701-223-3130		1 of 2

SOLD TO:

BISMARCK PARKS AND RECREATION
400 EAST FRONT AVENUE
BISMARCK, ND 58504

SHIP TO:

BISMARCK PARKS AND RECREATION
400 EAST FRONT AVENUE
BISMARCK, ND 58504

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
84223	MCDOWEL		Barry Schmidt

WRITER	SHIP VIA	WAREHOUSE	ORDER DATE	FREIGHT ALLOWED
Joe Houn	CNTR	Ship: NDBI Price: NDBI	10/07/2024	No

ORDER QTY	SHIP QTY		DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	1ea		SPEARS 447-080 8 PVC CAP SOC SCH40 Pn: 492762 8" PVC Cap	70.103/ea	70.10
1ea	1ea		SJE 1036592 TANK ALERT XT EZ INDOOR/OUTDOOR ALARM W/TERMINAL BLCK TAEZ-01HB Septic alarm Pn: 24798	171.743/EA	171.74
1ea	1ea		KLEIN 32500MAG 11-IN-1 MAG SCREWDRIVER/NUT DRIVER Pn: 222048	20.970/ea	20.97
			Amount Paid Today 10/07/2024 -262.81		

Credit Card Information

A0000000031010

Card Type:	**Visa**
Merchant ID:	Thank You
Card Number:	XXXXXXXXXXXX6485
Card Holder:	BISMARCK PARKS AND
Charge Amount:	$262.81
Response:	/
Auth Code:	039351
Time/Date:	01:02pm 10/07/2024

Approved

SIGNATURE NOT REQUIRED

Signature:_____

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

ARQC 184FA19F0D1E52D6

** Continued on Next Page **

COPY

MENARDS - BISMARCK
3300 State Street
Bismarck, ND 58503

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 12/31/24

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

Sale Transaction

Tax Exempt Certificate ID: 5021339
Exempt Type: State or Local Government

SOFTGRIP BYPASS PRUNER		
2654022	14.99	NT
FORGED BYPASS PRUNER		
2654039	19.99	NT
TOTAL SALE	34.98	
VISA CREDIT 6485	34.98	

PO # mcdowell
Auth Code:053162
Contactless
a0000000031010
ARQC - 97c12d26b492d649

TOTAL NUMBER OF ITEMS = 2

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
3046

GUEST COPY

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

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

THANK YOU, YOUR CASHIER, Bailee

21941 08 9727 10/02/24 12:06PM 3055

COPY

YNNN Group 8680

Capital Electric
COOPERATIVE

A Touchstone Energy® Cooperative

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

Statement Date	11/14/2024
Account Number	868001
Due Date	12/03/2024

Billing Summary

Previous Balance		$295.38
Payment(s) Received	*Thank You!*	$-295.38
Balance Forward		$0.00
Charges		$249.33
Amount Due		**$249.33**

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

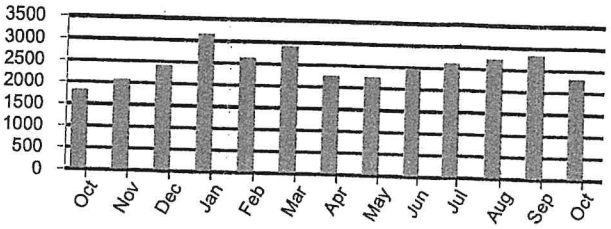
Message(s) On-Peak Occurred: 10/31/2024 8:00 AM - 8:30 AM
Grid Capacity Occurred: 02/03/2024

Service Address: SEC 27SW MCDOWELL HOUSE

Meter #	Rate Description	From	To	Days	Previous	Present	Mult.	kWh
86861804	RURAL RESIDENTIAL/SMALL COMM	10/01/2024	11/01/2024	31	123655	125954	1	2299

Detail of Charges

Monthly Base		$31.00
Usage	2299 kWh @ $0.08161	$187.62
On-Peak Demand	2.072 kW @ $1.25	$2.59
Grid Capacity	14.06 kW @ $2.00	$28.12
Current Charges		**$249.33**



PERIOD ENDING	OCT 2023	OCT 2024
Avg Daily Temp	45	51
Avg Daily kWh	59	74

INNN Group 8680

Capital Electric
COOPERATIVE

A Touchstone Energy® Cooperative

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

Statement Date	11/14/2024
Account Number	868002
Due Date	12/03/2024

Billing Summary

Previous Balance		$317.46
Payment(s) Received	*Thank You!*	$-317.46
Balance Forward		$0.00
Charges		$284.38
Amount Due		**$284.38**

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

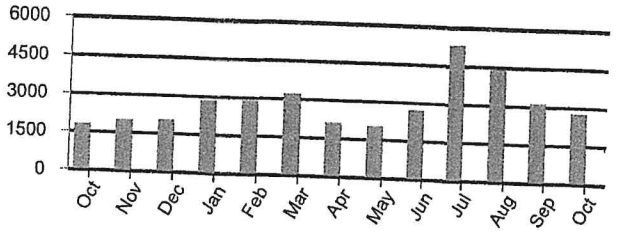
Message(s) On-Peak Occurred: 10/31/2024 8:00 AM - 8:30 AM
Grid Capacity Occurred: 07/15/2024

Service Address: SEC 27 MCDOWELL REC AREA

Meter #	Rate Description	From	To	Days	Previous	Present	Mult.	kWh
78904864	RURAL RESIDENTIAL/SMALL COMM	10/01/2024	11/01/2024	31	3545	3614	40	2760

Detail of Charges

Monthly Base		$31.00
Usage	2760 kWh @ $0.08161	$225.24
On-Peak Demand	2.16 kW @ $1.25	$2.70
Grid Capacity	12.72 kW @ $2.00	$25.44
Current Charges		**$284.38**



PERIOD ENDING	OCT 2023	OCT 2024
Avg Daily Temp	45	51
Avg Daily kWh	58	89

YNNN Group 8680

Capital Electric COOPERATIVE

A Touchstone Energy® Cooperative

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

Statement Date	11/14/2024
Account Number	868029
Due Date	12/03/2024

Billing Summary

Previous Balance		$37.95
Payment(s) Received	*Thank You!*	$-37.95
Balance Forward		$0.00
Charges		$36.71
Amount Due		**$36.71**

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

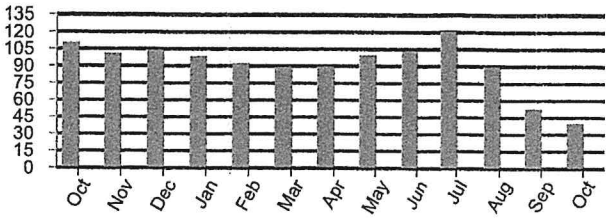
Message(s) On-Peak Occurred: 10/31/2024 8:00 AM - 8:30 AM
Grid Capacity Occurred: 06/08/2024

Service Address: 1951 NE 93RD ST

Meter #	Rate Description	From	To	Days	Previous	Present	Mult.	kWh
93622953	RURAL RESIDENTIAL/SMALL COMM	10/01/2024	11/01/2024	31	3609	3648	1	39

Detail of Charges

Monthly Base		$31.00
Usage	39 kWh @ $0.08161	$3.18
On-Peak Demand	0.018 kW @ $1.25	$0.02
Grid Capacity	1.254 kW @ $2.00	$2.51
Current Charges		**$36.71**



PERIOD ENDING	OCT 2023	OCT 2024
Avg Daily Temp	45	51
Avg Daily kWh	4	1

South Central Regional Water District

(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:	05791540-00
Service Address:	MCDOWELL DAM PARK
Billing Date:	11/21/2024
Current Charges:	60.86
Past Due Charges:	0.00
Amount Due by 12/10/2024:	60.86
Amount Due After 12/10/2024:	64.86

☐ Check here if you have had a mailing address change and indicate this change on the back of the stub.

BISMARCK PARK DISTRICT
400 E FRONT AVE
BISMARCK ND 58504-5641

883 Web ID

Amount Enclosed: _____

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:	190.25 - 10/28/2024
Billing Date:	11/21/2024

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

Current Reading:	11/01/2024	625200
Previous Reading:	10/01/2024	621300
Usage:		3900

Service	Current	Past-Due	Balance
MONTHLY MINIMUM	34.00	0.00	34.00
WATER COST	26.86	0.00	26.86
Totals:	60.86	0.00	60.86
DUE DATE			12/10/2024

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
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 OCTOBER

OUR OFFICE WILL BE CLOSED ON DECEMBER 25TH
HAVE A SAFE AND HAPPY HOLIDAY!

THANK YOU FOR YOUR PREVIOUS PAYMENT

USAGE HISTORY IN GALLONS

NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024
5400	200	100	200	100	200	800	16800	30200	39800	29300	21600	3900
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

South Central Regional Water District

Quality On Tap!
Our Commitment Our Profession
Rural Water

South Central Regional Water District

(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:	11/21/2024
Current Charges:	147.55
Past Due Charges:	0.00
Amount Due by 12/10/2024:	147.55
Amount Due After 12/10/2024:	151.55

☐ 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: _____

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:	241.35 - 10/28/2024
Billing Date:	11/21/2024

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

Current Reading:	11/01/2024	2291500
Previous Reading:	10/01/2024	2276000
Usage:		15500

Service	Current	Past-Due	Balance
MONTHLY MINIMUM	34.00	0.00	34.00
WATER COST	113.55	0.00	113.55
Totals:	147.55	0.00	147.55
DUE DATE			12/10/2024

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
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 OCTOBER

OUR OFFICE WILL BE CLOSED ON DECEMBER 25TH
HAVE A SAFE AND HAPPY HOLIDAY!

THANK YOU FOR YOUR PREVIOUS PAYMENT

USAGE HISTORY IN GALLONS

NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024
3300	3100	3600	3800	3000	4100	3600	10800	10800	10800	68800	28900	15500
H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	ESTIMATE	ESTIMATE	H-HELD	H-HELD	H-HELD

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

South Central Regional Water District

Quality On Tap!
Our Commitment Rural Our Profession Water

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

BILL AT A GLANCE 10/01/2024
BISMARCK PARKS & REC

BALANCE FROM LAST BILLING		202.52
Payments Received	09-03	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

MESSAGE CENTER
Billing Inquiries Call: 1(888)475-2361

Payments received after 09-30 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 OCTOBER 22, 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): In a recent order, the Federal Communications Commission (FCC) changed the FUSC factor from 34.4% to 35.8% effective October 1, 2024. 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. This current rate of 35.8% of specific regulatory and tariff fees is set by the FCC and is subject to change upon their discretion.

BEK TV Network The broadcast schedule for BEK Sports events and BEK News shows, produced by BEK TV, is available online at www.bek.tv. Select "Channel Guide" to display the channel assignments for providers in your area.

(Continued on subsequent pages)

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

10/01/2024 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	

4 3181

BISMARCK PARKS & REC
400 EAST FRONT
BISMARCK ND 58504

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

36529000001205800701223701600002025 29

200 EAST BROADWAY
PO BOX 230
STEELE, ND 58482
1.888.475.2361

BISMARCK PARKS & REC
ACCOUNT NO: 1205800

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 10/01-10/31		**32.00**
BUSINESS LINE		
CALLER ID		
BUSINESS LINE METERED SUBTOTAL		**32.00**
MANDATED FEES 10/01-10/31		
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 10/01-10/31		**32.00**
BUSINESS LINE		
CALLER ID		
BUSINESS LINE METERED SUBTOTAL		**32.00**
TELEPHONE SERVICES 10/01-10/31		
ON PREMISE EXTENSION - PHONE ONLY	1	2.00
FEDERAL TAX		.06
TELEPHONE SERVICES SUBTOTAL		**2.06**
MANDATED FEES 10/01-10/31		
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 10/01-10/31		
1/2 GBPS LIGHTBAND CONNECTION	1	101.50
INTERNET SERVICES SUBTOTAL		**101.50**
INTERNET SERVICES		
BROADBAND USAGE - 35.17 GBS 09/30		
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 10/01-10/31		
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**

MONTHLY USAGE FOR INTERNET: 701-161-2431 MEMBER NO: 22308
Service Address: 1951 93 ST NE STR 1 BISMARCK, ND

Description	Qty	Amount
SUMMARY FOR: McDowell Dam		
Previous Balance Due		.00
MISCELLANEOUS SERVICES 10/01-10/31		
MULTI-LOCATION SERVICES	1	15.00
MULTI-LOCATION SERVICES - 1/2G LIGHTBAND		
MULTI-LOCATION SERVICES - PHONE		
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**

PURCHASE ORDER

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

No. 102064

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

Name County of Burleigh

Vendor 241

Address

Date 10-28-24

Notes Chip Sealing of McDowell Dam roadways

	Project Number	Cost
Acct # 01.12.000.570800		
Description		20,923.37
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
	Total	20,923.37

Employee's Signature

Manager's Signature

Approved By

ORIGINAL

INVOICE

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

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

Invoice Date	Invoice Number	Rev.
10/23/2024	240560	0

Customer P.O. Number

Reference

Bill To :

BISMARCK PARKS & REC
400 E FRONT AV
BISMARCK, ND 58504

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 / Dave Mayer
Phone: Fax: **Project:** Hwy Dept. (701)204-7748

Qty	Unit	Product#	Description	Unit Price	Extended	Tax	Freight
1.00	EA		2024 Chip Seal - McDowell Dam - per attached documentation	20,923.3700	20,923.37	0.00	0.00

NOTES:

Sub-Total:	20,923.37
Freight:	0.00
Tax:	0.00
Total Amount:	20,923.37

ORIGINAL

Seal Coat 2024

	1004(24) County	1004-31 (24) Hay Creek	1004-23 (24) Riverview	1004(24) McDowell Dam	*TOTALS*
Construction	667,672.66	185,929.12	67,648.83	20,421.85	*941,672.46*
Engineering	9,813.58	1,894.24	1,646.78	490.68	*13,845.28*
Misc	68.62	68.62	68.62	10.84	*216.70*
Project Totals	**677,554.86**	**187,891.98**	**69,364.23**	**20,923.37**	***955,734.44***

***Townships charged 50% of Engineering Equipment costs - Per Township Maintenance Agreement**
Totals above reflect 50% discount applied and total cost charged to Townships

i3 VERTICALS

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

242882
P303

THIS IS NOT A BILL

Statement Period	09/01/24 - 09/30/24
Merchant Number	5166188001078800
Customer Service	1-855-786-5871

SUMMARY

An overview of account activity for the statement period.

Page	2	**Amounts Submitted**	$439.00
Page	2	**Third Party Transactions**	0.00
Page	2	**Adjustments/Chargebacks**	0.00
Page	2	**Fees Charged**	-$68.45
Total Amount Funded to Your Bank			**$370.55**

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

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

!ATTENTION!
EFFECTIVE NOVEMBER 2024, A MONTHLY DEBIT NETWORK SERVICE FEE OF $10.00 WILLBEADDED TO THIS ACCOUNT THIS FEE WILL APPEAR ON THE PROCESSING STATEMENT ASASEPARATE LINE ITEM IN THE SUMMARY OF MISCELLANEOUS FEES, IDENTIFIED ASTHEDEBIT NETWORK SERVICE FEE. IN ORDER TO HELP YOU PROCESS SAFELY ANDSECURELY,WE ARE WORKING WITH THE PCI COUNCIL TO HELP YOU MAINTAIN PCICOMPLIANCE, ASREQUIRED BY THE CARD ASSOCIATIONS. FAILURE TO MAINTAIN PCICOMPLIANCE WILLRESULT IN A MONTHLY NON-COMPLIANCE FEE OF UP TO $59.95EFFECTIVE ON YOUR NOVEMBER 2024 STATEMENT. TO BECOME PCI COMPLIANT, PLEASEVISITWWW.PCIAPPLY.COM/I3V OR CALL 844-218-5392. CONTINUING YOUR MERCHANTACCOUNTWITH US OR USE OF YOUR MERCHANT ACCOUNT AFTER 30 DAYS WILL REPRESENTYOURACCEPTANCE TO THESE TERMS.

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
AMEXCT043	$5.00	3	$15.00	0	0.00	$15.00
MASTERCARD	$13.44	9	$121.00	0	0.00	$121.00
Mastercard Debit	$5.38	8	$43.00	0	0.00	$43.00
VISA	$8.86	14	$124.00	0	0.00	$124.00

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

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

December 5, 2024

Invoice #578

Professional Services

		Hrs/Rate	Amount
11/7/2024	(910G) Email from Manager Jones regarding adding market rate benchmark to Kalboys, Travis Johnson contracts; review contract drafts; reply to Manager Jones regarding same.	0.20 306.00/hr	61.20
11/8/2024	(937G) Final revisions to Kalboys and Travis Johnson vendor contracts for Burnt Creek; follow-up telephone call to Mike Gunsch regarding same; follow-up telephone call, email to Manager Jones regarding same; follow-up telephone call to Wendy regarding agenda book and filing therein.	1.00 306.00/hr	306.00
	(940A) Receipt and review of Apple Creek issues regarding planning and zoning by County; follow-up telephone call to County planning Depart. Mitch Flanagan regarding same; telephone call from Mike Gunch regarding same.	0.90 306.00/hr	275.40
	(312S) Telephone call from Mike Gunsch, discuss Summit Point development, NDDOT requests.	0.40 306.00/hr	122.40
11/12/2024	(937G) Telephone call, email from Mike Gunsch regarding bond counsel communications; receipt and review of same.	0.50 306.00/hr	153.00
	(312S) Telephone call with Mike Gunsch regarding Summit Point, NDDOT matters; follow-up telephone call to NDDOT Steve Wirtz, left message; follow-up telephone call /email to Attorney General DOT counsel regarding same; receipt of emails, NDDOT form from Mike Gunsch, review of the same; draft email to Chairman Landenberger, Mgr. Reep, and Mike Gunsch regarding status of necessity for water board approval of Summit Point; follow-up telephone call to Casey Einrem, County engineer, regarding same.	1.00 306.00/hr	306.00
	(910B) Telephone call with Mike Gunsch regarding bond counsel communications; review Bond Counsel Scott Wegner emails and comments.	0.50 306.00/hr	153.00

		Hrs/Rate	Amount
11/12/2024	(312S) Telephone call from Dreux Kautzman in AG's office regarding Summit Point development.	0.30 306.00/hr	91.80
11/13/2024	(312) Prepare for Board meeting; attend Board meeting.		1,000.00
	(312S) Post-board meeting discussion with Mike Gunsch regarding Summit Point matter.	0.80 306.00/hr	244.80
11/14/2024	(312) Review file; follow-up telephone call to UND Law School career placement director regarding job applicant process for County; follow-up telephone call to Mitch Flanagan regarding same; follow-up email to Mitch, Mary regarding same.	0.50 306.00/hr	153.00
	(312S) Legal research regarding County floodplain development ordinances, FEMA delegation of authority to County flood plain administrators; review Mike Gunsch memo and documentation regarding Mr. Jansen's pole barn placement in the floodway; follow-up telephone call to Mike Gunsch regarding FEMA mapping, base flood date, special flood hazard areas; review Apple Creek Township application for permit (Jansen); follow-up telephone call to Manager Reep regarding Ward County/NDDOT related issue; follow-up telephone call to NDDOT Steven Wirtz regarding NDDOT reporting form, review vs. accept options.	2.50 306.00/hr	765.00
11/18/2024	(312S) Telephone call from Mike Gunsch and Nic Cullen regarding Apple Creek Township permitting process, County enforcement, Jansen pole barn matter; discuss upcoming conference with Mitch Flanagan, County Planning Officer, Chairman Landenberger, HE.	0.50 306.00/hr	153.00
	(940A) Prepare for conference with County Planner Mitch Flanagan, Chairman Landenberger, HE, regarding Apple Creek Township permitting process, Jansen pole barn matter.	1.00 306.00/hr	306.00
11/19/2024	(940A) Post-conference telephone call to Mike Gunsch regarding Township, County permitting responsibilities.	0.60 306.00/hr	183.60
	For professional services rendered	10.70	$4,274.20
	Previous balance		$4,213.00
	Accounts receivable transactions		
11/14/2024	Payment - Thank You. Check No. 2240.		($4,213.00)
	Total payments and adjustments		($4,213.00)
	Balance due		$4,274.20

Fronteer Professional Services Inc
1838 E Interstate Ave Ste B
Bismarck, ND 58503

Date: November 29, 2024
Invoice #: 0000004282
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: October 31, 2024
Invoice #: 0000004257
Terms: Net

Burleigh Co. Water Resource District
PO BOX 1255
BISMARCK, ND 58502-
(701)426-6439

Total Due: $63.51

Detach And Return With Payment

Fronteer Professional Services Inc 1838 E Interstate Ave Ste B, Bismarck, ND 58503

Description	Amount	Total
October 2024 Presort Charges	$63.51	$63.51
	Total:	**$63.51**

Thank you for your business!

INVOICE

HOUSTON engineering, inc.

Remit to:
1401 21st Ave N, Fargo, ND 58102
Phone: 701.237.5065
Fed Tax ID: 45-0314557
Interest of 1%/month applied to past due invoices

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

Invoice Number: 74083
Date: December 05, 2024
Project Number: R084241-0000

BCWRD - General Engineering Services

For Professional Services Rendered Through: November 30, 2024

Email Invoices: BCWRD@midco.net & dwrburleighwrd@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	5.75	259.00	$1,489.25
	5.75		$1,489.25

007 - General Services - Hourly Total: $1,489.25

Invoice Total $2,489.25

Outstanding Invoices

Invoice Number	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
Total Prior Billing						

HOUSTON engineering, inc.
3712 Lockport Street
Bismarck, ND 58503
Phone: 701-323-0200
Fax: 701-323-0300

Project Status and Invoice Description

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

Billing Period: ***November 3, 2024 through November 30, 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:

- **November 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 following:

  - Apple Creek Floodway issue and related research
  - NDDOT ROW permit signature approval vs reviewed status

Phase (000) General Services (retainer)		$ 1,000.00
Phase (007) Hourly		$ 1,489.25
	Total	**$ 2,489.25**

INVOICE

HOUSTON engineering, inc.

Remit to:
1401 21st Ave N, Fargo, ND 58102
Phone: 701.237.5065
Fed Tax ID: 45-0314557
Interest of 1%/month applied to past due invoices

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

Invoice Number: 74086
Date: December 05, 2024
Project Number: R084241-0300

Burnt Creek Floodway Rehabilitation and O&M

For Professional Services Rendered Through: November 30, 2024

BCWRD Account No. 940 - Shared Projects

See Attached Project Status Report and Invoice Description.

000 - Burnt Creek Floodway Rehabilitation and O&M

Professional Services

	Hours	Rate	Amount
Engineer 13	8.25	259.00	$2,136.75
Technician 8	7.25	175.00	$1,268.75
	15.50		$3,405.50

000 - Burnt Creek Floodway Rehabilitation and O&M Total: $3,405.50

800 - Annual O&M and Assessment District

Professional Services

	Hours	Rate	Amount
Engineer 13	3.75	259.00	$971.25
Engineer 5	6.00	176.00	$1,056.00
Engineer 9	8.75	218.00	$1,907.50
	18.50		$3,934.75

800 - Annual O&M and Assessment District Total: $3,934.75

Invoice Total $7,340.25

Outstanding Invoices

Invoice Number	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
Total Prior Billing						

HOUSTON engineering, inc.

Project Status and Invoice Description

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

HEI Project No.:	**4241-0300**
BCWRD Account No.	**940 – Burnt Creek Rehabilitation O&M Assessment**
Project Name:	**Burnt Creek Flood Control Project**

Billing Period: ***August 31, 2024 through November 30, 2024***

The following professional engineering and surveying services were provided on the Burnt Creek Flood Control Project.

Phase (000) Floodway Rehabilitation and O&M

- Discussion with board manager regarding over O&M issues and discussion of contract documents for vendors.
- Consideration and agreement drafts for O&M activities, weed control, mowing etc.
- Preparing exhibit with acreage notations agreements – final remains to be included in the agreement document prior to signatures.

Phase (800) Annual O&M and Assessment District

- Complete the annual review and update of the properties within the special assessment district and how each is charged. Again, as in past years there were minor changes in the Burleigh County GIS parcels, that affected the boundary, that required reconciliation of various parcels in the district and amounts to be assessed.
- Created the certified list for the special assessments and letter to the Burleigh County Auditor. The Board certified these values for placement on 2024 tax statements.

Comments/Issues/Problems:

- Work on the accounting for the O&M fund balance remains a work in progress. It will take additional time to step through the issues with the secretary and treasurer to ensure the numbers are accurately accounted. Then a memorandum will be drafted to account for this status and recommendations related to the O&M account, and future expenditures and assessments. There was no activity on this task during this invoice period.
- The 2024 Special Assessment spreadsheet for certification was completed and provided to the County Auditor prior to October 31st.

Phase (000) Floodway Rehabilitation and O&M	$ 3,405.50
Phase (800) Annual O&M and Assessment	$ 3,934.75
Total Invoice	**$ 7,340.25**

See accompanying invoice for personnel cost breakdown.

INVOICE

HOUSTON engineering, inc.

Remit to:
1401 21st Ave N, Fargo, ND 58102
Phone: 701.237.5065
Fed Tax ID: 45-0314557
Interest of 1%/month applied to past due invoices

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

Invoice Number: 74088
Date: December 06, 2024
Project Number: R001032-0200

Apple-McDowell Water Supply Diversion

For Professional Services Rendered Through: November 30, 2024

BCWRD Account No.: 905 - Capital Improvements

See attached Project Status Report and Invoice Description.

004 - Easement Acquisition

Professional Services

	Hours	Rate	Amount
Engineer 13	2.50	259.00	$647.50
Technician 8	1.75	175.00	$306.25
	4.25		$953.75

004 - Easement Acquisition Total: $953.75

Invoice Total $953.75

Outstanding Invoices

Invoice Number	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
Total Prior Billing						

HOUSTON engineering, inc.
3712 Lockport Street
Bismarck, ND 58503
Phone: 701-323-0200
Fax: 701-323-0300

Project Status and Invoice Description

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

Billing Period: ***September 29, 2024 through November 30, 2024***

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

Phase (004) Easement Acquisition

- Coordination and providing information to the appraiser regarding system location and mapping for easements.

Comments:

- Request for appraisal letter has been sent regarding both parcels of interest. Anticipating the completion of these in early December.

See accompanying invoice and cost summary for personnel cost breakdown.

Phase (004) Easement Acquisition	$	953.75
Total Invoice:	**$**	**953.75**

INVOICE

HOUSTON engineering, inc.

Remit to:
1401 21st Ave N, Fargo, ND 58102
Phone: 701.237.5065
Fed Tax ID: 45-0314557
Interest of 1%/month applied to past due invoices

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

Invoice Number: 74089
Date: December 06, 2024
Project Number: R081032-0100

McDowell Dam Recreation Area

For Professional Services Rendered Through: November 30, 2024

BCWRD Account No.: 905

See attached Project Status Report and Invoice Description.

001 - McDowell Dam Recreation Area

Professional Services

	Hours	Rate	Amount
Engineer 13	24.25	259.00	$6,280.75
Engineer 9	7.50	218.00	$1,635.00
	31.75		$7,915.75

001 - McDowell Dam Recreation Area Total: $7,915.75

002 - Auxiliary Spillway Trail Erosion Stabilization

Professional Services

	Hours	Rate	Amount
Engineer 13	2.00	259.00	$518.00
Engineer 4	23.00	165.00	$3,795.00
	25.00		$4,313.00

002 - Auxiliary Spillway Trail Erosion Stabilization Total: $4,313.00

Invoice Total $12,228.75

Outstanding Invoices

Invoice Number	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
Total Prior Billing						

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

Project Status and Invoice Description

HEI Project No.: **1032-0100: McDowell Dam Recreation Area**
BCWRD Account No. **905**
Project Name: **McDowell Dam Recreation Area**

Billing Period: ***May 28, 2024 through November 30, 2024***

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

Phase (001) McDowell Dam Recreation Area

- Research and work related to expanding the simulation spreadsheet to cover a 56-year period of record versus the original 26 years.
- The results were reviewed and evaluated to assure continuity between the original and new simulation, which required several iterations.
- Expanded the evaluation to include updated flow information from the Apple Creek and Burnt Creek gages, along with extended precipitation records and new allocation of runoff based on the approved water permit.
- Consultation with the National Weather Service on rainfall and evaporation data.
- Limited work on the EAP is included in this invoice.

Phase (002) Auxiliary Spillway Trail Erosion Stabilization

- Survey, preliminary design plans and Opinion of Probable Cost prepared for the project to stabilize the shoreline near the auxiliary spillway to protect the trail system.
- Final design and regulatory permitting remain to be completed.
- Potential bidding time for this project remains to be determined.

Comments:

- The rework and reconfiguration of the water balance spreadsheet took longer than anticipated. Preliminary results of the updated simulation will be reported verbally at the December meeting. A memorandum on the process that was followed to be provided later.
- The stabilization project will be implemented in the spring of 2025 based on Board determination and regulatory permit approval.
- The annual EAP update has been completed and will be transmitted to the plan holders in December.

See accompanying invoice and cost summary for personnel cost breakdown.

Phase (001) McDowell Dam Recreation Area	$ 7,915.75
Phase (002) Auxiliary Spillway Trail Erosion Stabilization	$ 4,313.00
Total Invoice	**$12,228.75**

Travis Johnson
Low Key Services, LLC
5731 Magnolia Drive
Bismarck, ND 58503
(701) 226-0227

INVOICE

Invoice #	Date
	12/4/2024

BILL TO	Customer ID	Terms
Burleigh County Water Resource District PO Box 1255 Bismarck, ND 58502-1255		Due Upon Receipt

Description	QTY	Unit Price	Amount
Burnt Creek Floodway Mowing Nov 16, 2024	1	$600	$600
Assistance hanging signs on Oct 5, 2024 (hr)	0.5	$60.00	$30.00
General debris removal and rock picking on Burnt Creek Floodway levee (August 11, 2024)	1	$60.00	$60.00
		Total	$690