



## BURLEIGH COUNTY WATER RESOURCE DISTRICT AGENDA

Wednesday, January 14, 2026 at 8:00 am

**Tom Baker Room, 221 N. 5<sup>th</sup> Street Bismarck**

8:00 a.m. – Call to Order

1. Roll Call (Reep, Landenberger, Jones, Smith, Mischel):
2. **Re-organization – Election of Officers**
  - a. **Election of Chairman, Vice-Chairman, and Secretary-Treasurer .....3**
  - b. **Review and Approve 2026 Member Portfolios .....4-5**
3. **Reappointment of Administrative Secretary, Engineer, and Legal Counsel .....6-8**
4. **Approval of 12/10/2025 Minutes: .....9-12**
5. **Amendments and Approval of Agenda:**
6. Comments from Members of the Public: (For Items Not on the agenda):
7. McDowell Dam (Landenberger-Mischel):
  - a. Supplemental Water Supply
    - i. Easement Negotiations
    - ii. OHF Grant application was denied.
    - iii. Discuss project funding opportunities and next steps (Memo).....13-17
    - iv. Aero Club Lease
8. Financial Reports (Reep):
  - a. **Balance Sheet 12/31/2025 ..... 18-20**
  - b. **P&L 12/31/2025 ..... 21-22**
  - c. Insurance Claims Finalized .....23-24
9. Drainage Permits/Complaints/Issues: *Open*:
  - a. Keelboat Park
    - i. Easement research – Response to DWR Pending
  - b. Hawk Tree HOA – Private Culvert Placement, SWMP Compliance no County Jurisdiction
    - i. LiDAR Elevation Profiles – Memo pending discussion with HOA
    - ii. Called and no action taken by the HOA at this time
  - c. Grande Prairie Estates Impoundment – Landowner filing a floodplain permit (HEI)
10. Drainage Permits/Complaints/Issues: *Closed*:
11. Projects:
  - a. Hoge Island Stabilization:
    - i. Access Easement Revisions (Winter 2025)
    - ii. David Tschider – Maintenance on Section 32 Structure and New Stabilization Area
      1. Monitoring prior to - Survey and Soil Borings .....25-34
      2. NDDWR Section 32 – Request Letter sent to DWR
    - iii. Roger Kjonas - - Hardpoint Erosion (Monitoring)
  - b. Apple Creek U-Mary Slide – Emergency Action Plan (Smith)

- i. Braun/BGC - instrumentation installed – Monitoring
  - ii. HMGP Quarterly Progress Report – Submitted
  - iii. Updated DES on monitoring results and monitoring needs
- 12. Other Old Business:
  - a. Burleigh County CRS (Placed on hold)
  - b. Burleigh County Commission potential withdrawal from Garrison Diversion Conservancy District
  - c. MRCC Update
- 13. New Business:
  - a. 2026 Meeting Dates .....35
  - b. USGS Joint Funding Agreement for Apple Creek Stream Gauges .....36-39
  - c. NDDWR Annual Water Use Survey .....40-42
- 14. Correspondence or Document Information:
  - a. Plats & SWMP's – Not included due to size...Available on request.
    - i. Kummer Ranch Subdivision Preliminary Plat
    - ii.
- 15. Approval of Bills (\$70,257.57) .....43**
- 16. Detailed Bills .....44-79
- 17. Adjourn for Executive Session to consult with District legal counsel regarding easement negotiations for McDowell Dam project pursuant to N.D.C.C. 44-04-19.2
- 18. Next Meeting: Wednesday, February 18, 2026, 8:00 AM, Tom Baker Room
- 19. Adjourn

**Note: Bold Items Require Board Action**

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# **Burleigh County Water Resource District**

**PO Box 1255**

**Bismarck, North Dakota 58502-1255**

**(701) 354-1501 [www.bcwrdd.org](http://www.bcwrdd.org)**

**BOARD REORGANIZATION**

**January 14, 2026**

The Burleigh County Water Resource District Board (Board) at their January 14, 2026 meeting has reorganized and elected new officers for 2026. The following is a summary of their address, year of appointment, term of office and position.

James Landenberger 3456 E Century Ave Bismarck, ND 58503	(2017) 12-31-25 (701) 426-6439 <a href="mailto:james.landenberger@bartwest.com">james.landenberger@bartwest.com</a>	Chairman
Roger Smith 2205 E Ave F Bismarck, ND 58501	(2022) 12-31-27 (701) 400-6283 <a href="mailto:rsmithbcwrdd@gmail.com">rsmithbcwrdd@gmail.com</a>	Vice-Chairman
Dennis Reep 2213 East Ave F Bismarck, ND 58501	(2014) 12-31-25 (701) 223-7052 H (701) 557-9621 or (c) 595-2142 <a href="mailto:dwrburleighwrdd@gmail.com">dwrburleighwrdd@gmail.com</a>	Secretary/Treasurer
Chuck Mischel 2706 Berkshire Dr Bismarck, ND 58503	(2025) 12-31-27 (701) 220-5484 <a href="mailto:aceofclubs@bis.midco.net">aceofclubs@bis.midco.net</a>	Manager

## **To Be Filled**

Wendy Egli, Bookkeeper/Executive Secretary Fronteer Professional Services, Inc 1838 E Interstate Ave, Ste B, Bismarck, ND 58503	(701) 354-1501 <a href="mailto:bcwrdd@midco.net">bcwrdd@midco.net</a>
David R. Bliss, Attorney Bliss Law Firm, LLC 400 E Bdwy Ave, Ste 308, Bismarck ND 58501	(701) 223-5769 <a href="mailto:dbliss@blisslaw.com">dbliss@blisslaw.com</a>
Michael Gunsch, PE, CFM Houston Engineering, Inc. 3712 Lockport Street, Bismarck ND 58503	Office: (701) 323-0200 Cell: (701) 527-2134 <a href="mailto:mgunsch@houstoneng.com">mgunsch@houstoneng.com</a>

## **Current Board Members:**

**James Landenberger, Chairman 701-426-6439   Roger Smith, Vice Chairman 701-400-6283  
Dennis Reep, Secretary/Treasurer 701-595-2142   Chuck Mischel, Manager 701-220-5484**

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January 14, 2026

Chairman Landenberger after consulting with members of the Board and based on past experience appointed the following Portfolio leads and alternates to the noted projects. Alternates are available to assist and/or complete assignments, in the absence of the lead, as directed by the Portfolio Manager or the Board.

<b>Hay Creek Watershed/Greenway</b>	Chuck Mischel, Lead Dennis Reep, Alternate
<b>Burnt Creek Watershed/Floodway</b>	_____, Lead Dennis Reep, Alternate
<b>McDowell Dam Recreation Area</b>	_____, Lead Chuck Mischel, Alternate
<b>Missouri River Joint Board</b>	Roger Smith, Lead Dennis Reep, Alternate
<b>Apple Creek Watershed</b>	Roger Smith, Lead James Landenberger, Alternate
<b>Landowner Complaints</b>	_____, Lead Roger Smith, Alternate, Chuck Mischel, Alternate
<b>Department of Water Resources Liaison</b>	Dennis Reep, Lead Roger Smith, Alternate
<b>MPO (Bis-Man Metropolitan Planning)</b>	Chuck Mischel, Lead Roger Smith, Alternate
<b>Fox Island Projects</b>	James Landenberger, Lead Dennis Reep, Alternate
<b>Missouri River Correctional Center</b>	James Landenberger, Lead Dennis Reep, Alternate
<b>Sibley Island Flood Control</b>	Dennis Reep, Lead Roger Smith, Alternate
<b>ND Water Users</b>	Dennis Reep, Lead James Landenberger, Alternate

<b>ND Water Resource Board of Directors</b>	Dennis Reep, Lead James Landenberger, Alternate
<b>ND Irrigation</b>	Chuck Mischel, Lead Roger Smith, Alternate
<b>ND Rural Water Districts</b>	Chuck Mischel, Lead James Landenberger, Alternate
<b>Ward/Ash Coulee</b>	Roger Smith, Lead _____, Alternate
<b>Budget</b>	Dennis Reep, Lead James Landenberger, Alternate
<b>Brookfield Estates Flood Control Project</b>	_____, Lead Chuck Mischel, Alternate
<b>Country Creek 3<sup>rd</sup></b>	Roger Smith, Lead _____, Alternate
<b>Hogue Island</b>	_____, Lead James Landenberger, Alternate

The Board reserves the authority to revise these appointments as needed to complete its statutory and contractual duties and obligations.

James Landenberger, Chairman  
Burleigh County Water Resource District

## **ADMINISTRATIVE AGREEMENT**

This Agreement is made between Burleigh County Water Resource District, hereinafter referred to as BCWRD, and Fronteer Professional Services, Inc., a North Dakota Corporation, hereinafter referred to as FPS.

### **TERM OF AGREEMENT**

The term of this agreement shall begin **at a time determined by both parties** and will continue until a 30-day written notice of termination is given by either party. Termination of this agreement shall not affect the continuation of the obligations of either party incurred during the term of the agreement.

### **SERVICES**

FPS offers BCWRD the following services:

- Answering phones and forwarding messages to board members.
- General bookkeeping, processing the payment of bills, making bank deposits, and completion of bank reconciliations.
- Preparing monthly and special board meeting materials and minutes.
- Store and retain general records for the board.

### **FPS FEES**

FPS Monthly Administrative Rate: **\$ 2375.00**

The following services are included in the monthly rate:

- Quarterly Reports (941, SUTA & State Withholding)
- ND WSI Annual Report
- 940 Annual Report
- W2s at year end (includes forms, postage, envelopes and e-filing)
- 1099 Preparation: Includes forms, postage & envelopes
- Bookkeeping Services (as detailed above)
- Answering phones and any other administrative tasks
- Preparation of board materials and meeting minutes
- Storing of BCWRD records

The following services are not included in the monthly rate:

- Phone Line
- Supplies and postage

## ADDITIONAL SERVICES

Additional bookkeeping services to be performed beyond the scope of this agreement will be billed at the rate of **\$100.00 per hour**. The hourly rate may be adjusted periodically; however, a 30-day notice will be given prior to any change.

This agreement may not be altered or amended except by agreement duly executed by FPS and BCW.

Executed: \_\_\_\_\_, 2026.

Fronteer Professional Services, Inc

Burleigh County Resource Water District

BY: \_\_\_\_\_  
Fronteer Professional Services

BY: \_\_\_\_\_  
James Landenberger, Chairman

# 2026 FEE SCHEDULE

## LABOR RATES

The following is a schedule of hourly rates and charges for services offered by Houston Engineering, Inc. These rates are subject to a modest increase on January 1<sup>st</sup> of each year (typically no more than 5%).

Category	2026 Rates	Category	2026 Rates	Category	2026 Rates
Engineering Assistant 1	\$107	Scientist Assistant	\$110	GIS Assistant	\$78
Engineering Assistant 2	\$127	Scientist 1	\$149	GIS Analyst 1	\$119
Engineer 1	\$145	Scientist 2	\$161	GIS Analyst 2	\$132
Engineer 2	\$156	Scientist 3	\$177	GIS Analyst 3	\$144
Engineer 3	\$167	Scientist 4	\$191	GIS Analyst 4	\$158
Engineer 4	\$177	Scientist 5	\$203	GIS Analyst 5	\$169
Engineer 5	\$188	Scientist 6	\$237	GIS Analyst 6	\$181
Engineer 6	\$200	Scientist 7	\$268	Project Manager 1 – Technology	\$184
Engineer 7	\$212	Hydrogeologist 1	\$161	Project Manager 2 – Technology	\$204
Engineer 8	\$222	Hydrogeologist 2	\$178	Project Manager 3 – Technology	\$237
Engineer 9	\$234	Hydrogeologist 3	\$203	Software Engineer 1	\$139
Engineer 10	\$244	Hydrogeologist 4	\$251	Software Engineer 2	\$157
Engineer 11	\$255	Hydrogeologist 5	\$268	Software Engineer 3	\$168
Engineer 12	\$268	Land Surveyor 1	\$161	Software Engineer 4	\$180
Engineer 13	\$277	Land Surveyor 2	\$184	Software Engineer 5	\$194
Engineering Specialist 1	\$145	Land Surveyor 3	\$204	Software Engineer 6	\$206
Engineering Specialist 2	\$156	Land Surveyor 4	\$217	Software Engineer 7	\$218
Engineering Specialist 3	\$167	Land Surveyor 5	\$244	Software Engineer 8	\$237
Engineering Specialist 4	\$177	Land Surveyor 6	\$268	Computer Technician	\$195
Engineering Specialist 5	\$188	Technician Assistant	\$110	Landscape Architect 1	\$140
Engineering Specialist 6	\$200	Technician 1	\$127	Landscape Architect 2	\$150
Engineering Specialist 7	\$212	Technician 2	\$135	Landscape Architect 3	\$160
Engineering Specialist 8	\$222	Technician 3	\$144	Landscape Architect 4	\$172
Engineering Specialist 9	\$234	Technician 4	\$153	Landscape Architect 5	\$188
Engineering Specialist 10	\$244	Technician 5	\$161	Landscape Architect 6	\$205
Engineering Specialist 11	\$255	Technician 6	\$169	Landscape Architect 7	\$225
Engineering Specialist 12	\$268	Technician 7	\$178	Landscape Architect 8	\$250
Engineering Specialist 13	\$277	Technician 8	\$187	Planner 1	\$140
Senior Consultant 1	\$226	Technician 9	\$196	Planner 2	\$150
Senior Consultant 2	\$280	Technician 10	\$206	Planner 3	\$160
Senior Consultant 3	\$294	Technician 11	\$214	Planner 4	\$172
Senior Consultant 4	\$305	CAD Technician 1	\$112	Planner 5	\$188
Senior Consultant 5	\$316	CAD Technician 2	\$117	Planner 6	\$205
Project Assistant 1	\$90	CAD Technician 3	\$127	Planner 7	\$225
Project Assistant 2	\$104	CAD Technician 4	\$135	Planner 8	\$250
Project Assistant 3	\$110	CAD Technician 5	\$144		
Project Assistant 4	\$115	CAD Technician 6	\$153		
Project Assistant 5	\$124	Drone Pilot	\$170		
Project Assistant 6	\$129	Drone Visual Observer	\$69		

## SURVEY CREWS & REIMBURSABLE EXPENSES

Category	2026 Rates	Category	2026 Rates
Survey Crews:		ATV/Snowmobile/Boat	\$15/hour
1-Person Crew (plus equipment)	\$196/hour	ATV w/Tracks	\$30/hour
2-Person Crew (plus equipment)	\$238/hour	Hydrone RCV	\$50/hour
3-Person Crew (plus equipment)	\$295/hour	Small UAS (Drone)	\$25/hour
4-Person Crew (plus equipment)	\$330/hour	Large UAS (Drone)	\$50/hour
Meals	Actual Cost	Deliveries/Postage/Printing	Actual Cost
Hotel	Actual Cost	Surveying Materials: Lath, Hubs, Pipe, etc.	Actual Cost
Mileage – Vehicles:		Special Equipment and Other Materials Required	Actual Cost
2-Wheel Drive	IRS Standard Mileage Rate	Subconsultants	Actual Cost + 10%
4-Wheel Drive	IRS Standard Mileage Rate + \$.20/Mile	Special Software/Technology	\$50/hour
GPS Equipment	\$25/hour/unit		
Robotic Total Station	\$40/hour		

BCWRD Meeting Minutes  
December 9, 2025  
Draft - Not Approved Yet

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
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**Present:** James Landenberger; Roger Smith; Dennis Reep; Kathleen Jones; Chuck Mischel; Michael Gunsch and Travis Johnson, Houston Engineering; Dave Bliss (Via Phone for Executive Session), Bliss Law Firm; Wendy Egli (Via Phone), Fronteer Professional Services;

**Others Present:**

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
<b>Approval of 11/12/2025 Minutes</b>		It was moved by Manager Jones, seconded by Manager Smith, and unanimously carried to approve the minutes of the November 12, 2025 meeting as presented.		
<b>Amendments and Approval of Agenda</b>	No Changes	It was moved by Manager Reep, seconded by Manager Jones, and unanimously carried to approve the agenda as presented.		
<b>Comments from Members of the Pubic</b>	None			
<b>McDowell Dam</b>				
<b>Supplemental Water Supply Easement Negotiations</b>	Documents were sent to landowner. We have confirmation he received but no other communication has occurred.			
<b>OHF Grant</b>	Mr. Johnson and Manager Landenberger will be presenting this today.			
<b>EAP Exercise</b>	Updates are continuing to be made.			
<b>Agricultural Land Lease Renewals</b>		<b>It was moved by Manager Mischel to approve the lease renewals and send them to the prospective lessees. Seconded by Manager Jones. Upon roll call vote, the motion carried unanimously.</b>		
<b>Financial Reports</b>				
<b>Financials</b>				
<b>Balance Sheet</b>	Manager Reep went over the income for the month and the balances in the checking and reserve accounts.	A motion was made by Manager Reep and seconded by Manager Jones, to approve the		

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
		Balance Sheet as presented. Upon roll call vote, the motion carried unanimously.		
<b>Profit &amp; Loss</b>	None Noted	A motion was made by Manager Reep and seconded by Manager Jones, to approve the Profit & Loss Statement as presented. Upon roll call vote, the motion carried unanimously.		
<b>Drainage Permits/Complaints/Issues: Open</b>				
	River Road – Box Culvert and Channel Cleanout This has been completed can be closed			
	Keelboat Park – No updates			
	Hawktree HOA – No updates			
	A complaint was received regarding a private individual repairing a dam on his property. No formal complaint has been received. It is currently in the city's hands but Michael was just making us aware of it.			
<b>Drainage Permits/Complaints/Issues: Closed</b>				
<b>Projects</b>				
<b>Hoge Island Stabilization</b>				
<b>Access Easement Revisions</b>	No updates			
<b>David Tschider</b>	NDDWR Section 32 – Request Letter State has asked the Board to step in and look at what is needed to solve this. They are on board with addressing a solution with 50% cost share.	Consensus is to sign and send request letter.		
<b>Apple Creek U-Mary Slide</b>				
<b>Braun/BGC Monitoring</b>	There has been slight movement. Monitoring may need to be extended.			
<b>HMGP Quarterly Report on Progress</b>	This is due January 16, 2026			

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
<b>Reimbursement Request</b>	Received			
<b>Burnt Creek Grass Seeding</b>	Low Key will do some seeding in the spring	Consensus is to approve		
<b>MRCC Proposed Work</b>	MRCC is looking at doing some work near our levee. Mr. Johnson will keep in contact with them to make sure it does not affect the levee.			
<b>Other Old Business</b>				
<b>Burleigh County CRS</b>	No update			
<b>Burleigh County Commission withdrawing from Garrison Diversion Conservancy District</b>	Petition has been approved and sent to Garrison Diversion Conservancy District			
<b>New Business</b>				
<b>2026 Proposed Meeting Dates</b>	February 12, switched to 18 <sup>th</sup> November 11 <sup>th</sup> , switched to November 10 <sup>th</sup> December 9 <sup>th</sup> , switched to December 8 <sup>th</sup>	<b>Consensus to approve.</b>		
<b>Annual levee inspections</b>	Mr. Johnson went through the levee inspections and addressed some areas of interest.			
<b>Correspondence or Document Information</b>	Plat & SWMP's are not included in the agenda packet due to size. These are available upon request.			
<b>Approval of Bills</b>	Bills totaling \$218,808.22 are presented.	It was moved by Manager Reep, seconded by Manager Jones, to approve the bills as presented. Upon roll call vote, the motion carried unanimously.		
<b>Adjourn for Executive Session</b>	8:51 a.m.	<b>Mgr. Jones motions to adjourn and reconvene in executive session. Mgr. Smith 2<sup>nd</sup>. Motion passes via voice vote.</b>		
Reconvene from Executive Session	9:13 am. No actions taken during executive session			

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
<b>Next Meeting</b>	The next meeting of the Burleigh County Water Resource District will be held on Wednesday, January 14 <sup>th</sup> , 2026, at 8:00 a.m. in the Tom Baker Room located at 221 N 5 <sup>th</sup> Street, Bismarck, ND.			

There being no further business to be considered by the Board, Chairman Landenberger adjourned the meeting at 9:13 a.m.  
Wendy Egli, BCWRD Admin. Secretary

# McDowell Dam and Reservoir

## Supplemental Water Supply - Funding

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**To:** Burleigh County Water Resource District  
**From:** Michael H. Gunsch, PE, CFM  
Houston Engineering, Inc.  
**Subject:** Funding Opportunities  
**Date:** January 6, 2026  
**Project:** McDowell Dam Reservoir - Apple Creek Diversion  
HEI No. 1032-100

In retrospect, it was disappointing that the North Dakota Outdoor Heritage Fund (OHF) committee declined the funding for this valuable project. Therefore, this leaves the BCWRD in a position to assess the next steps in project development. The reason for no allocation is unknown, though it may be related to the composition of the project and the perceived value provided or the large number of projects competing for these funds during this round. There may be a need to include additional project features to secure the OHF Committee's support. In that light I requested thoughts and ideas from the Bismarck Parks and Recreation District regarding that option. These have been provided for discussion. Therefore, I have chosen to present some background facts and commentary for consideration.

1. The loss of the OHF funding increases the potential cost for the BCWRD to implement the Apple Creek Diversion Project. With the combined OHF (~75%) and DWR (40%) grant applications, the local cost was projected to be **\$676,457**.
2. With only the DWR funds in place the local costs will increase to a projected **\$832,474** or around 43.7% more.
3. The BCWRD has set aside \$550,000 in a diversion project reserve fund, and there is an additional \$200,000 in a capital improvement fund (CIF), which may be available. Therefore, an additional \$282,474 would need to be allocated to the project, without the CIF and \$82,474 with the CIF funds. Subsequently, this funding question may require the project implementation timeline to be reconsidered with an additional dedication of funds potentially being required in 2026 or 2027. The 2026 BCWRD budget contains a \$300,000 allocation for operations, which likely includes some pre-established projects, and an additional \$200,000 Capital Improvements. It is unknown if any of these funds may be available for project implementation.
4. I recently contacted the NRCS regarding their willingness to assist the BCWRD with updating the older Benefit/Cost (B/C) evaluation, which was 1.4:1 for the diversion. The NRCS State Conservationist noted they can assist; however they had several requests for the BCWRD in terms of data updates to be provided for them to complete their work. A timeline to complete this effort by the NRCS was not provided, however if requested it should be soon.

5. A new B/C analysis could be utilized to approach the OHF during the next round of funding, if that was an issue in their consideration of the previous request. We believe it would be beneficial in the funding request for DWR funding, even though an Economic Assessment (EA) is not required, as the grant amount is not small. It would also be valuable to support the increased use of local funds, which may be available by reassigning existing funds or budgeting for future mill levee allocation.
6. One consideration in implementing the project is a limitation associated with the approved conditional water permit, which has a deadline of February 2028 with a resent extension issued by the DWR, see attached.

Based on the information provided above, we believe that a discussion with key members of the OHF committee may be warranted to determine if another request would be justified. Whether by either providing new information or an expanded project is warranted. Either way we believe that updating the B/C evaluation has merit for future cost share requests and to further justify project funding with the funding agencies and the public. Understanding the OHF ranks projects based on the following criteria. It may be advantageous to expand the application discussion based on these by documenting more intimate details of project benefits (e.g. lower water – handicamp ramps are no longer accessible).

- Directive A - Providing access to private and public lands for sportsmen, including projects that create fish and wildlife habitat and provide access for sportsmen.
- Directive B - Improving, maintaining and restoring water quality, soil conditions, plant diversity, animal systems, and by supporting other practices of stewardship to enhance farming and ranching.
- Directive C - Developing, enhancing, conserving, and restoring wildlife and fish habitat on private and public lands; and
- Directive D - Conserving natural areas and creating other areas for recreation through the establishment and development of parks and other recreation areas.

#### References:

- [1] *McDowell Dam Recreation Area, A Supplemental Water Supply Evaluation*  
*American Engineering, August 1995, American Engineering, PC*
- [2] *SCS Design Plans and Inspection Records {Construction to 2023}*
- [3] *USGS Stream Gaging Stations {1967-2022}*
- [4] *North Dakota Hydrology Manual*
- [5] *ND Department of Water Resources – Conditional Water Permit No. 6071*
- [6] *McDowell Dam and Reservoir, Supplemental Water Supply*  
*– Water Supply Availability (56-year period of record)*

**WATER APPROPRIATION DIVISION  
(701) 328-2754**

February 3, 2025

BURLEIGH COUNTY WATER RESOURCE DISTRICT  
PO BOX 1255  
BISMARCK, ND 58502-1255

RE: Conditional Water Permit No. 6071  
Expired Beneficial Use Date

The beneficial use date of Conditional Water Permit No. 6071 has expired or will expire on 02/01/25. Please complete, sign, and return the enclosed questionnaire within 60 days to determine the status of the project associated with the water permit.

The Department of Water Resources may extend the time for application of water to the beneficial use cited in the conditional water permit for good cause shown, if there are no other conditional water permit applications pending from a source of limited supply. If constructed works have been developed and water has been put to beneficial use, the project will then be inspected to determine the safety, efficiency, and actual capacity of the works, and the Department of Water Resources will issue a perfected water permit establishing your water right. If you should abandon your water project or fail to put water to beneficial use under Conditional Water Permit No. 6071 for three successive years for other than good and sufficient cause as determined by the Department of Water Resources, any undeveloped portion of the permit may be canceled in accordance with North Dakota Century Code chapter 61-04.

If you need additional information or have further questions, please contact me at (701) 328-1611.

Sincerely,



Bosten Bartholomay  
Hydrologist

BB/lb  
Enclosures

NORTH  
**Dakota** | Water Resources  
Be Legendary.

February 3, 2025  
Water Permit No. 6071

The beneficial use date for Conditional Water Permit No. 6071 expired or will expire on 02/01/25.

Please complete the following questionnaire to determine: (1) if the water project associated with your water permit is ready for an inspection, (2) if you are eligible for an extension of time, or (3) if your water permit should be canceled.

Have any works associated with this water permit been developed? \_\_\_\_\_ Yes X No

If Yes, please describe (attach separate sheet if more space is needed): \_\_\_\_\_

If No, should this permit be canceled? \_\_\_\_\_ Yes X No

What is the volume of water put to beneficial use?

\_\_\_\_\_ All appropriated water has been put to beneficial use.

\_\_\_\_\_ A portion of the appropriated water has been put to beneficial use.

X No water has been put to beneficial use.

Request for Extension of Time:

Do you need an extension of time to develop the works or put the full amount of the appropriated water under this water permit to beneficial use? Please explain (attach separate sheet if more space is needed): Yes, the BCWRD has been working to secure the necessary easements for the diversion pipeline.

They were able to secure the intake location, however not the pipeline route. Landowner negotiations recently proceeded to having formal property appraisals and final offers will be tendered to them in the next month. See letter for status update.

If this water project is not fully developed and an extension of time is not requested or is denied, any undeveloped portion of the water permit will be canceled. Requests for extension of time are considered in accordance with North Dakota Century Code § 61-04-14, and also must be received within 60 days of receipt as specified in North Dakota Century Code § 61-04-14.

Signature: James Landenberger

Print Name: James Landenberger, Chairman

Phone Number: (701) 354-1501

E-mail: bcwrd@midco.net

Please sign and return this form within 60 days. If you have any questions contact Bosten Bartholomay from our office at (701) 328-1611 or by e-mail at bbartholomay@nd.gov.

NORTH  
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Be Legendary.

**WATER APPROPRIATION DIVISION**  
**(701) 328-2754**

February 26, 2025

BURLEIGH COUNTY WATER RESOURCE DISTRICT  
PO BOX 1255  
BISMARCK, ND 58502-1255

RE: Conditional Water Permit No. 6071  
Approval of Extension of Time

Dear BURLEIGH COUNTY WATER RESOURCE DISTRICT:

This will acknowledge receipt of your request for an extension of time for applying water to a beneficial use under Conditional Water Permit No. 6071. The enclosed Recommended Decision dated February 24, 2025, is to extend the date for applying water to a beneficial use to February 1, 2028. Based on that recommendation, the date for applying water to beneficial use is hereby extended to **February 1, 2028**.

In some instances, permitholders assume they have acquired a water right upon application. This is a misinterpretation, as an application does not become a water right until the water has been actually put to beneficial use.

Upon application of water to a beneficial use, please notify this office so we may put you on our schedule for an inspection to determine eligibility for a Perfected Water Permit.

If you have any questions, please call Bosten Bartholomay of my staff at (701) 328-1611.

Sincerely,



FOR

John A. Paczkowski, P.E.  
State Engineer

JAP:lb  
Enclosure

## Burleigh County Water Resource District (BCWRD)

## Balance Sheet

01/09/26

As of December 31, 2025

Accrual Basis

	Dec 31, 25
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
10900 · Bravera Bank Center Checking	1,554,645.32
10950 · Designated Reserve Funds	700,460.92
10980 · Bravera Wealth Fund	2,482,462.61
Total Checking/Savings	4,737,568.85
Other Current Assets	
11010 · Taxes Receivable	13,208.28
Total Other Current Assets	13,208.28
Total Current Assets	4,750,777.13
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	207,082.57
15051 · Acc Depr - Infrastructure	-889,503.06
15052 · Acc Depr - Land Improvements	-1,221,170.33
15053 · Acc Depr - Building	-156,945.38
15054 · Acc Depr - Office Furn & Equip	-150,038.42
Total Fixed Assets	6,607,123.46
Other Assets	
11100 · Certified Special Assess Rec'bl	119,767.12
11150 · Uncertified Special Assess Rec	1,656,758.73
Total Other Assets	1,776,525.85
<b>TOTAL ASSETS</b>	<b>13,134,426.44</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	61,169.30
Total Accounts Payable	61,169.30
Other Current Liabilities	
24001 · Accrued Payroll Taxes	853.60
Total Other Current Liabilities	853.60
Total Current Liabilities	62,022.90
Long Term Liabilities	
23200 · Rehab Apple Valley Waste Water	105,000.00
237 · Burnt Creek Floodway	210,000.00
23750 · Hogue Island	455,000.00
23800 · Missouri River Correctional Cen	210,000.00
23900 · Fox Island Improvement	1,080,000.00
25000 · Bond Discount	-20,280.00
Total Long Term Liabilities	2,039,720.00
Total Liabilities	2,101,742.90

Burleigh County Water Resource District (BCWRD)  
**Balance Sheet**  
As of December 31, 2025

	Dec 31, 25
Equity	
32000 · Retained Earnings	10,392,532.28
Net Income	640,151.26
Total Equity	11,032,683.54
TOTAL LIABILITIES & EQUITY	13,134,426.44

**Burleigh County Water Resource District (BCWRD)**  
**Designated Funds Breakdown**  
**December 31, 2025**

O&M Funds

Brookfield Estates	\$ 2,963.74	
Burnt Creek	\$ 78,707.56	
Country Creek	\$ 3,304.34	
Fox Island	\$ 34,385.11	
Hogue Island	\$ -	
Total O&M Funds		\$119,360.75

Special Assessment Districts

Apple Valley	\$ 9,562.85	
Fox Island	\$ 55,426.03	
Hogue Island	\$170,076.17	
MRCC	\$ (3,234.40)	
Total Special Assessment Funds		\$231,830.65

Burnt Creek Capital	\$ 25,000.00
McDowell Dam Capital Improvement	\$200,000.00
McDowell Dam Fresh Water Intake	\$550,000.00
Missouri River Bank Stabilization	\$100,000.00

Total Designated Funds	<u><u>\$1,226,191.40</u></u> *
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\*These funds are held in either the Designated Reserve fund or the Bravera Wealth Fund

Burleigh County Water Resource District (BCWRD)

Profit & Loss

January through December 2025

	TOTAL	- General	Apple Valley	Brookfield Est.	Burnt Creek Floodway	Country Ridge/Creek	Fox Island	Hoge Island	McDowell Dam	MRCC	Sibley Island	TOTAL
Income												
31110 · Real Estate Tax	950,617.93	950,617.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	950,617.93
36110 · Interest	142,055.46	142,055.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	142,055.46
36210 · McDowell Dam Recreation Income	19,114.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,114.95	0.00	0.00	19,114.95
43610 · State Aid Distribution	53,853.29	53,853.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	53,853.29
43810 · Reimbursements	564,654.33	126,683.98	11,829.10	49.70	60,041.39	46.27	108,164.26	209,724.18	20,793.80	27,321.65	0.00	564,654.33
46910 · Misc Revenue	74,315.69	1,097.00	0.00	0.00	0.00	0.00	0.00	0.00	73,218.69	0.00	0.00	74,315.69
Total Income	1,804,611.65	1,274,307.66	11,829.10	49.70	60,041.39	46.27	108,164.26	209,724.18	113,127.44	27,321.65	0.00	1,804,611.65
Gross Profit	1,804,611.65	1,274,307.66	11,829.10	49.70	60,041.39	46.27	108,164.26	209,724.18	113,127.44	27,321.65	0.00	1,804,611.65
Expense												
111 · Payroll Expenses												
111A · Wages/Stipends	22,617.00	22,617.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22,617.00
111B · Payroll Taxes	1,876.89	1,876.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,876.89
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	250.00
111D · Payroll Processing Fees	400.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00
Total 111 · Payroll Expenses	25,143.89	25,143.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,143.89
113 · Accounting & Contract Services	28,190.00	28,190.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,190.00
114 · Audit	8,089.61	8,089.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,089.61
312 · Legal Fees	16,424.00	16,424.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,424.00
315 · Engineering Administration	24,468.25	24,468.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,468.25
328 · Liability Insurance	7,661.00	7,661.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,661.00
341 · Travel	392.47	392.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	392.47
376 · Dues & Publications	1,525.00	1,525.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,525.00
411 · Office Expense	8,009.59	8,009.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,009.59
415 · Bank Fees	4,670.89	4,670.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,670.89
50913 · Interest Expense	48,501.01	0.00	3,000.00	0.00	6,300.00	0.00	15,717.50	17,921.01	0.00	5,562.50	0.00	48,501.01
904 · McDowell Dam	250,606.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250,606.92	0.00	0.00	250,606.92
905 · McDowell Dam-Capital Improvemen												
905-A · Fresh Water Intake	81,779.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81,779.50	0.00	0.00	81,779.50
905 · McDowell Dam-Capital Improvemen - Other	312,174.75	7,202.75	0.00	0.00	0.00	0.00	0.00	0.00	304,972.00	0.00	0.00	312,174.75
Total 905 · McDowell Dam-Capital Improvemen	393,954.25	7,202.75	0.00	0.00	0.00	0.00	0.00	0.00	386,751.50	0.00	0.00	393,954.25
910 · Projects												
Administration	3,320.00	0.00	600.00	0.00	1,095.00	0.00	530.00	0.00	0.00	1,095.00	0.00	3,320.00
Legal Fees	9,574.80	94.80	0.00	0.00	0.00	0.00	0.00	284.40	9,195.60	0.00	0.00	9,574.80
O&M	6,200.00	6,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,200.00
Total 910 · Projects	19,094.80	6,294.80	600.00	0.00	1,095.00	0.00	530.00	284.40	9,195.60	1,095.00	0.00	19,094.80
920 · Continuing Education	1,090.00	1,090.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,090.00
932 · City/County Watershed Planning	225,385.64	225,385.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	225,385.64
933 · Missouri River General Services	12,690.25	12,690.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,690.25
934 · Missouri River Bank Stabilizati	25,256.50	25,256.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,256.50
937 · Design/Special Assessment	2,935.00	0.00	0.00	0.00	0.00	0.00	0.00	403.50	0.00	0.00	2,531.50	2,935.00
940 · Operations & Maintenances	22,071.82	2,528.15	0.00	0.00	17,293.42	0.00	714.25	0.00	0.00	1,536.00	0.00	22,071.82
941 · Stream Gages	4,646.75	4,646.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,646.75
960 · Drainage Complaints	32,767.30	32,767.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32,767.30
970 · Storm Water Management Plans	885.45	885.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	885.45
Total Expense	1,164,460.39	443,322.29	3,600.00	0.00	24,688.42	0.00	16,961.75	18,608.91	646,554.02	8,193.50	2,531.50	1,164,460.39
Net Income	640,151.26	830,985.37	8,229.10	49.70	35,352.97	46.27	91,202.51	191,115.27	-533,426.58	19,128.15	-2,531.50	640,151.26

## Burleigh County Water Resource District (BCWRD)

## Profit &amp; Loss Budget vs. Actual

January through December 2025

	Jan - Dec 25	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
31110 · Real Estate Tax	950,617.93	1,014,000.00	-63,382.07	93.7%
31810 · In Lieu of Tax	0.00	500.00	-500.00	0.0%
33620 · Homestead Credit	0.00	0.00	0.00	0.0%
36110 · Interest	142,055.46	50,000.00	92,055.46	284.1%
36210 · McDowell Dam Recreation Income	19,114.95	25,000.00	-5,885.05	76.5%
36215 · McDowell Dam Land Lease	0.00	3,200.00	-3,200.00	0.0%
43610 · State Aid Distribution	53,853.29	50,000.00	3,853.29	107.7%
43810 · Reimbursements	564,654.33			
46910 · Misc Revenue	74,315.69	500.00	73,815.69	14,863.1%
<b>Total Income</b>	<b>1,804,611.65</b>	<b>1,143,200.00</b>	<b>661,411.65</b>	<b>157.9%</b>
<b>Gross Profit</b>	<b>1,804,611.65</b>	<b>1,143,200.00</b>	<b>661,411.65</b>	<b>157.9%</b>
<b>Expense</b>				
111 · Payroll Expenses				
111A · Wages/Stipends	22,617.00	30,000.00	-7,383.00	75.4%
111B · Payroll Taxes	1,876.89	3,000.00	-1,123.11	62.6%
111C · Workforce Safety & Insurance	250.00			
111D · Payroll Processing Fees	400.00			
<b>Total 111 · Payroll Expenses</b>	<b>25,143.89</b>	<b>33,000.00</b>	<b>-7,856.11</b>	<b>76.2%</b>
113 · Accounting & Contract Services	28,190.00	32,000.00	-3,810.00	88.1%
114 · Audit	8,089.61	10,000.00	-1,910.39	80.9%
312 · Legal Fees	16,424.00	24,000.00	-7,576.00	68.4%
315 · Engineering Administration	24,468.25	24,000.00	468.25	102.0%
328 · Liability Insurance	7,661.00	6,000.00	1,661.00	127.7%
341 · Travel	392.47	2,000.00	-1,607.53	19.6%
376 · Dues & Publications	1,525.00	5,000.00	-3,475.00	30.5%
411 · Office Expense	8,009.59	3,000.00	5,009.59	267.0%
415 · Bank Fees	4,670.89			
50913 · Interest Expense	48,501.01			
904 · McDowell Dam	250,606.92	330,000.00	-79,393.08	75.9%
905 · McDowell Dam-Capital Improvemen				
905-A · Fresh Water Intake	81,779.50	100,000.00	-18,220.50	81.8%
905 · McDowell Dam-Capital Improvemen - Other	312,174.75	150,000.00	162,174.75	208.1%
<b>Total 905 · McDowell Dam-Capital Improvemen</b>	<b>393,954.25</b>	<b>250,000.00</b>	<b>143,954.25</b>	<b>157.6%</b>
910 · Projects				
Administration	3,320.00			
Legal Fees	9,574.80			
O&M	6,200.00			
910 · Projects - Other	0.00	156,200.00	-156,200.00	0.0%
<b>Total 910 · Projects</b>	<b>19,094.80</b>	<b>156,200.00</b>	<b>-137,105.20</b>	<b>12.2%</b>
911 · Misc	0.00	1,000.00	-1,000.00	0.0%
920 · Continuing Education	1,090.00			
932 · City/County Watershed Planning	225,385.64			
933 · Missouri River General Services	12,690.25	20,000.00	-7,309.75	63.5%
934 · Missouri River Bank Stabilizati	25,256.50			
937 · Design/Special Assessment	2,935.00	200,000.00	-197,065.00	1.5%
940 · Operations & Maintenances	22,071.82	20,000.00	2,071.82	110.4%
941 · Stream Gages	4,646.75	7,000.00	-2,353.25	66.4%
960 · Drainage Complaints	32,767.30	20,000.00	12,767.30	163.8%
970 · Storm Water Management Plans	885.45			
<b>Total Expense</b>	<b>1,164,460.39</b>	<b>1,143,200.00</b>	<b>21,260.39</b>	<b>101.9%</b>
<b>Net Income</b>	<b>640,151.26</b>	<b>0.00</b>	<b>640,151.26</b>	<b>100.0%</b>

**From:** Donovan Blazek <Donavan.Blazek@ndirf.com>  
**Sent:** Wednesday, December 17, 2025 2:15 PM  
**To:** bcwrd@midco.net; drobinson@bisparks.org; wendy@fjspxpayroll.com; Dave Mayer  
**Cc:** Bernice Burger  
**Subject:** Claim 256736- Burleigh County Water Resources District (McDowell Dam)- Recoverable Depreciation Payment  
**Attachments:** Claim 256736- PDW- \$27,063.30.pdf; Claim 256736- BCWRD- Recoverable Depreciation- \$27,063.30.pdf

Good afternoon,

I have received the invoices for this claim for the recoverable depreciation. I am processing a payment for \$27,063.30, which you should receive in the next 10-15 business days. This will close your claim.

If you have any additional information that would be pertinent to this claim, please contact me to discuss any questions or concerns.

**Donavan Blazek**

Claims Adjuster

**North Dakota Insurance Reserve Fund**

701-751-9103 - Office

701-224-0609- Fax

800-421-1988 - Toll Free

[www.ndirf.com](http://www.ndirf.com)

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December 10, 2025

MEMBER BURLEIGH COUNTY WATER RESOURCE DISTRICT	MOBILE	CLAIM # 256736
MEMBER ADDRESS PO BOX 1255 BISMARCK, ND 58502	CLAIMANT WORK PHONE	DOL 7/9/2025
MEMBER CONTACT WENDY EGLI	MEMBER PHONE # (701) 354-1501	ADJUSTER Donavan Blazek
PROPERTY DESCRIPTION		TOTAL REPAIR
07/24/2025		
Total Replacement Cost on All Properties		\$ 74,463.80
Less Recoverable Depreciation on all Properties		( 20,308.41)
Less Deductible (\$1000 deductible x 8 Properties)		( 8,000.00)
ACV Payment		\$ 46,155.39
12/10/2025		
Total Replacement Cost on All Properties		\$ 84,221.45
Less Recoverable Depreciation on all Properties (Prop. #4- \$554.94 for gutters; Prop #5- 2447.82 for Siding and Windows)		( 3,002.76)
Less Deductible (\$1000 deductible x 8 Properties)		( 8,000.00)
Less ACV Payment- Check 21745 dated 07/24/2025		( 46,155.39)
Recoverable Depreciation Payment		\$ 27,063.30

December 8, 2025

Proposal Number 10004319

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

Re: Proposal for a Geotechnical Evaluation  
Hogue Island Slope Stability Analysis  
Island Road  
Bismarck, North Dakota

Dear Mr. Landenberger:

Braun Intertec Corporation (Braun Intertec) submits this proposal to complete a geotechnical evaluation for Slope Stability Analysis at the referenced site.

## Project Information

Per our site visit and communication with Mr. Travis Johnson of Houston Engineering, Incorporated (HEI) on November 22, 2025, we observed potential signs of rotational slope failure. We understand HEI will be conducting light detection and ranging (LiDAR) and bathymetry surveys of the shoreline above and below the Missouri River along the shoreline of the property shown in [Figure 1](#). HEI will be able to provide a topographic map and cross sections at locations we select.



**Figure 1. Project Area (outlined in green), obtained from Google Earth.**



The proposed project will include the analysis of the existing slope for instability and evaluation of proposed remediation efforts.

## **Purpose**

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, analyze the existing slope for instability, and provide geotechnical recommendations for the design and construction of proposed remediation efforts.

## **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.

## **Site Access**

Based on our communications with Mr. Johnson of HEI, we understand access will be managed such that the site will be accessible to a truck drill rig. We assume there will be no cause for delays in accessing the exploration location. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing. We understand an excavator may be able to level a pad closer to the river than is currently accessible to our truck mounted drill rig, which requires a level surface for drilling.

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

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

## **Staking**

We will stake the prospective subsurface exploration location by taking the aerial imagery or site plan provided and overlaying it into Geographic Information System. We will extract the latitude and longitude of boring locations from the program and enter them into our Trimble Catalyst Global Positioning System (GPS) receiver having an estimated horizontal accuracy of a few inches. If development of the plans and specifications requires exploration locations with a higher degree of accuracy, we request that you have the boring locations staked by a licensed surveyor prior to our mobilization to the site.

We will obtain the surface elevation at the boring location using our Trimble Catalyst GPS receiver and report the elevation relative to the NAVD88 datum. We ordinarily provide centimeter-level accuracy for our measurements. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project.



## 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.

## Penetration Test Boring

We propose to drill one standard penetration test (SPT) borings for the project to a depth of 40 feet. We will locate the boring as close as practical and safe to the existing shoreline. 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 40 feet. We intend to drill with water or drilling fluid to balance the water level in our boring and groundwater to prevent heave and collect representative samples.

We have also made provisions to obtain two thin-walled tube samples of the soils encountered for laboratory testing. These will be taken from an offset soil boring.

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 boring encounters groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

We will temporarily monitor water levels after borehole completion by placing a slotted PVC pipe in the offset borehole. We will return to the site two times to measure water levels and seal the borehole on the last trip.



## Borehole Abandonment

We will backfill our exploration locations with bentonite grout after drilling, and after our second reading of the temporary piezometer.

Sealing the boreholes with grout will prevent us from disposing of boring cuttings in the completed borehole. Unless you direct us otherwise, we intend to thin-spread the cuttings around the borehole. If we cannot thin-spread cuttings, we will put them in a container left on site. We can provide off-site disposal of the cuttings for an additional fee.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for releveling after we complete our fieldwork.

## 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	Number of Tests	ASTM Test Method	Purpose
Moisture content	8	D2216	Soil classification, moisture condition, and engineering properties
Moisture content and unit weight	2	D7263	Wet and dry unit weight for use in settlement and bearing capacity analyses
Sieve-hydrometer analysis	1	D422	Soil classification using sieves for gravel- and sand-sized fractions and hydrometer for silt- and clay-sized fractions
Percent passing #200 sieve	4	D1140	Soil classification, and evaluate frost susceptibility
Direct shear	1	D3080	Evaluate shear strength of granular soils for lateral pressure and slope stability analysis

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.



## Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to slope stability and proposed remediation design and performance. We intend to analyze one cross section and provide recommendations to mitigate the failure with at least 2 options, including regrading or sheetpile wall installation. We anticipate that HEI will be able to provide cross sections including the river bottom.

## Report

We will prepare a report including:

- A CAD sketch showing the exploration location.
- Logs of the boring describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- The results of our slope stability analyses for the existing condition and potential remediation or repair options.
- Discussion identifying the site and subsurface conditions that will impact design and construction of remediation or repair options, and outlining alternatives for mitigating their impact.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

## Schedule

We anticipate performing our work according to the following schedule. We would like to note that the anticipated start date for drilling is based on the current schedule, which is quite dynamic and subject to change depending on weather and/or early completion of other projects. We will keep in communication with you if drilling can be completed earlier. If a shorter schedule is required, we can consider a subcontractor to complete the drilling, for which the costs may vary from our estimated costs.

- Drill rig mobilization – within about 4 to 6 weeks following receipt of written authorization
- Field exploration – 1 day on site to complete the work; additional 2 days to record the groundwater and seal the temporary piezometer
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration
- Preliminary results – within 2 weeks after completion of field exploration
- Draft report submittal – within about 4 weeks after completion of field exploration
- Final report submittal – within 3 to 5 weeks of receiving comments on the draft report



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

## **Fees**

We will furnish the services described in this proposal on a time and materials basis for an estimated fee of \$16,954 which includes up to 1 hour of post deliverable consulting time. Additional requests for meetings, consulting or modifications to the report will be billed at a rate of \$315 per hour. We are attaching a tabulation showing hourly and/or unit rates associated with our proposed scope of services. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

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 \$417 per hour.



## General Remarks

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

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

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

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Kate Staley at 701.934.6111 or [kstaley@braunintertec.com](mailto:kstaley@braunintertec.com).

Sincerely,

### Braun Intertec Corporation

Kate D. Staley, PE, ME

Project Engineer

Charles (Wes) Dickhut, PE, MS

Associate Director, Principal Engineer

### Attachments:

Fee Estimate

General Conditions (11/04/2024)

c: Travis Johnson, HEI

The proposal is accepted, and Braun Intertec is authorized to proceed.

### Burleigh County Water Resource District

Authorizer's Firm

Authorizer's Signature

James Landenberger

Authorizer's Name (please print or type)

Chairman

Authorizer's Title

12/17/2025

Date

**Fee Estimate**  
**10004319\_001**  
**Hogue Island Slope Stability Analysis**

**Client:**

Burleigh County Water Resource District  
James Landenberger  
1926 Frontier Dr Ste B  
Bismarck, North Dakota 58504-6950  
(701) 354-1501

**Work Site Address:**

10054 Island Road  
Dunwoody Drive  
Bismarck, North Dakota 58503

	Qty/Hours	Rate	Amount
<b>Task 1: Geotechnical Evaluation</b>			
<b>Subtask 1.1: Site Reconnaissance</b>			<b>\$694.00</b>
CAD Specialist I	2.00	132.00	\$264.00
Staff Engineer	2.00	190.00	\$380.00
Trip Charge	1.00	50.00	\$50.00
<b>Subtask 1.2: Drilling Services</b>			<b>\$834.00</b>
Piezometer or well casing - 2" PVC, per foot	10.00	11.00	\$110.00
Well Screen - 2" PVC, per foot	10.00	24.00	\$240.00
Filter Sand Pack	12.00	11.00	\$132.00
Grout with bentonite, materials per foot	8.00	4.00	\$32.00
Thin-walled sample tubes (ASTM D 15 87), each	2.00	40.00	\$80.00
Bore hole abandonment, per foot	60.00	4.00	\$240.00
<b>Subtask 1.3: Drilling Services - Rig</b>			<b>\$2,502.00</b>
Truck Mounted Drilling Services, per hour	6.00	417.00	\$2,502.00
<b>Subtask 1.4: Geotechnical Soil Tests</b>			<b>\$1,664.00</b>
Soil Moisture Content ASTM D2216 each	8.00	10.00	\$80.00
Soil Sieve Loss by Washing Through #200 Sieve ASTM each	4.00	104.00	\$416.00
Soil Hydrometer - Sieve Analysis ASTM D6913, D7928 each	1.00	246.00	\$246.00
Soil Direct Shear, granular (3 point test), ASTM D3080, each	1.00	832.00	\$832.00
Soil Density ASTM D7263 each	2.00	45.00	\$90.00
<b>Subtask 1.5: Evaluation, Analysis and Reporting</b>			<b>\$11,260.00</b>
Project Assistant	2.00	90.00	\$180.00
Project Engineer	40.00	236.00	\$9,440.00
Project Manager	2.00	190.00	\$380.00
Principal Engineer	4.00	315.00	\$1,260.00
<b>Task 1 Total:</b>			<b>\$16,954.00</b>
<b>Project Total</b>			<b>\$16,954.00</b>

**BRAUN INTERTEC GENERAL CONDITIONS****SECTION 1: AGREEMENT**

**1.1 Agreement.** This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

**1.2 Parties to the Agreement.** The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

**SECTION 2: SCOPE OF SERVICES**

**2.1 Services.** Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

**2.2 Additional Services.** Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

**SECTION 3: PERFORMANCE OF SERVICES**

**3.1 Standard of Care.** Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

**3.2 Written Reports and Findings.** Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

**3.3 Observation or Sampling Locations.** Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

**3.4 Project Site Information.** Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

**3.5 Subsurface Objects.** To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

**3.6 Hazardous Materials.** Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

**3.7 Supervision of Others.** Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

**3.8 Safety.** Consultant will provide a health and safety program for its employees as well

as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

**3.9 Project Site Access and Damage.** Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

**3.10 Monitoring Wells.** To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

**3.11 Contaminant Disclosures Required by Law.** Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

**SECTION 4: SCHEDULE**

**4.1 Schedule.** Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

**4.2 Scheduling On-Site Observations or Services.** To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

**SECTION 5: COST AND PAYMENT OF SERVICES**

**5.1 Cost Estimates.** Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

**5.2 Payment.** Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

**5.3 Other Payment Conditions.** Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

**5.4 Third Party Payment.** Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

**5.5 Non-Payment.** If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

## SECTION 6: OWNERSHIP AND USE OF DATA

**6.1 Ownership.** All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

**6.2 Use of Project Data.** The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

**6.3 Samples, Field Data, and Contaminated Equipment.** Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

**6.4 Data Provided by Client.** Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

## SECTION 7: INSURANCE

**7.1 Insurance.** Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

**7.2 Waiver of Subrogation.** Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

**7.3 Certificate of Insurance.** Consultant shall furnish Client with a certificate of insurance upon request.

## SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

**8.1 Indemnification.** Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

**8.2 Intellectual Property.** Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

**8.3 Mutual Waiver of Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

**8.4 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED

CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

## SECTION 9: MISCELLANEOUS PROVISIONS

**9.1 Services Prior to Agreement.** Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

**9.2 Confidentiality.** To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

**9.3 Relationship of the Parties.** Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

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

**9.5 Services in Connection with Legal Proceedings.** Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

**9.6 Assignment.** This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

**9.7 Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

**9.8 Termination.** This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

**9.9 Force Majeure.** Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

**9.10 Disputes, Choice of Law, Venue.** In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

**9.11 Individual Liability.** No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

**9.12 Severability.** Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

**9.13 Waiver.** The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

**9.14 Entire Agreement.** The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

## Burleigh County Water Resource District Proposed 2026 Meeting Dates

January 14, 2026

February 18, 2026

March 11, 2026

April 8, 2026

May 13, 2026

June 10, 2026

July 8, 2026

August 12, 2026

September 9, 2026

October 14, 2026

November 10, 2026

December 8, 2026



# United States Department of the Interior

## U.S. GEOLOGICAL SURVEY

### Dakota Water Science Center

ND Programs Office  
821 E. Interstate Avenue  
Bismarck, ND 58503

SD Programs Office  
1608 Mountain View Road  
Rapid City, SD 57702

December 10, 2025

Mr. James Landenberger  
Chairman  
Burleigh County Water Resource District  
3456 E. Century Ave.  
Bismarck, ND 58503

Dear Mr. Landenberger:

Attached is our standard joint-funding agreement 26NTJFA0017 between the U.S. Geological Survey Dakota Water Science Center and Burleigh County Water Resource District for negotiated deliverables (see attached), during the period October 1, 2025 through September 30, 2026 in the amount of \$6,330 from your agency. U.S. Geological Survey contributions for this agreement are \$0 for a combined total of \$6,330. Please sign and return one fully-executed original to Amy Dennison at [GS-CW\\_Financial\\_Team@usgs.gov](mailto:GS-CW_Financial_Team@usgs.gov) or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement as soon as it is convenient or by **January 1, 2026**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Brent Hanson at (701) 250-7421 or email [brhanson@usgs.gov](mailto:brhanson@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Amy Dennison at [GS-CW\\_Financial\\_Team@usgs.gov](mailto:GS-CW_Financial_Team@usgs.gov).

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

John Kilpatrick  
Acting Center Director

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations**

**Customer #: 6000000113  
Agreement #: 26NTJFA0017  
Project #: NT00  
TIN #: 45-6002204**

**Fixed Cost Agreement YES[ X ] NO[ ]**

THIS AGREEMENT is entered into as of October 1, 2025, by the U.S. GEOLOGICAL SURVEY, Dakota Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Burleigh County Water Resource District party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period  
October 1, 2025 to September 30, 2026
- (b) \$6,330 by the party of the second part during the period  
October 1, 2025 to September 30, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,  
in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be  
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters  
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR

Customer #: 6000000113  
Agreement #: 26NTJFA0017  
Project #: NT00  
TIN #: 45-6002204

Water Resource Investigations

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Brent Hanson  
Supervisory Hydrologist  
Address: 821 East Interstate Ave.  
Bismarck, ND 58503  
Telephone: (701) 250-7421  
Fax: (701) 250-7492  
Email: brhanson@usgs.gov

Customer Technical Point of Contact

Name: James Landenberger  
Chairman  
Address: 3456 E. Century Ave.  
Bismarck, ND 58503  
Telephone: (701) 221-8332  
Fax: (n/a)  
Email: james.landenberger@bartwest.com

USGS Billing Point of Contact

Name: Amy Dennison  
Regional Budget Analyst  
Address:  
Telephone: (971) 439-9966  
Fax: (n/a)  
Email: GS-CW\_Financial\_Team@usgs.gov

Customer Billing Point of Contact

Name: Wendy Egli  
Administrative Secretary  
Address: PO BOX 1255  
Bismarck, North Dakota 58502  
Telephone: (701) 354-1501  
Fax: (701) 258-1011  
Email: bcwrd@midco.net

U.S. Geological Survey  
United States  
Department of Interior

Burleigh County Water Resource District

Signature

By \_\_\_\_\_ Date: \_\_\_\_\_

Name: John Kilpatrick

Title: Acting Center Director

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title:

By \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title:

By \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title:

Burleigh County Water Resource District

Attachment for 26NTJFA0017  
2025-10-01 to 2026-09-30

SURFACE WATER

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
06349500	APPLE CREEK NR MENOKEN, ND Full Range Streamflow Station		\$6,330	\$6,330
Total:			\$6,330	\$6,330
GRAND TOTAL:			\$6,330	\$6,330



**WATER APPROPRIATION DIVISION  
(701) 328-2754**

January 5, 2026

BURLEIGH COUNTY WATER RESOURCE DISTRICT  
PO BOX 1255

BISMARCK, ND 58502-1255

The Department of Water Resources is conducting its statutorily mandated annual water use survey. An Annual Use Form (AUF) has been included for each water permit that you currently hold or are assigned to file.

**File your AUF online at: [www.dwr.nd.gov/auf](http://www.dwr.nd.gov/auf)**

When filing online, you will need the Web Access Code that is located in the top right section of each AUF. It is important to note that the Web Access Code is case sensitive and needs to be entered exactly as shown on the form. If you are filing more than one AUF, please note that each individual Water Permit will have a unique Web Access Code. If you are unable to file your AUF online, you can mail the completed form(s) back to our office using the included return envelope.

If you have an operating flowmeter, it is very important to record your meter reading(s) at the end of each year. The end of year reading(s) will become your beginning meter reading(s) for the following year. Please indicate on the AUF if you purchased or sold water.

You are required by North Dakota Century Code § 61-04-27 to file the AUFs with our office every year. **A \$250 late fee will be assessed for each annual use report submitted after March 31, 2026**, as required by North Dakota Administrative Code § 89-03-01-13.1. A Cease and Desist Order may also be issued, which will restrict the permit holder from withdrawing water until they fulfill the statutory requirements.

Please file your AUF online or return it by mail to our office by **March 31, 2026**. If you have any questions, please contact our office at (701) 328-2754.

Sincerely yours,

*Chris Colby*

Christopher D. Colby  
Water Resource Program Manager

**2025 Annual Water Use Form**  
**(Return all pages of this form even if no water was used)**

Page 1 of 2

Permit Number : 6071

Make Name and/or Address corrections below:

Permit Holder :

BURLEIGH COUNTY WATER RESOURCE DISTRICT

Mail To :

BURLEIGH COUNTY WATER RESOURCE DISTRICT  
PO BOX 1255

BISMARCK, ND 58502-1255

Phone :

E-Mail :

Phone : (701) 354-1501 Other Phone : (701) 751-6287

E-Mail :

**File your Annual Use Online!**

Web Access Link : <https://www.dwr.nd.gov/auf>

Web Access Code : 153283-wSU-AHB

Report the total gallons per month if applicable :

JANUARY : \_\_\_\_\_

FEBRUARY : \_\_\_\_\_

MARCH : \_\_\_\_\_

APRIL : \_\_\_\_\_

MAY : \_\_\_\_\_

JUNE : \_\_\_\_\_

JULY : \_\_\_\_\_

AUGUST : \_\_\_\_\_

SEPTEMBER : \_\_\_\_\_

OCTOBER : \_\_\_\_\_

NOVEMBER : \_\_\_\_\_

DECEMBER : \_\_\_\_\_

Was any water purchased from another water system? : ☐ Yes / ☐ No

TOTAL ANNUAL USE : \_\_\_\_\_

Was any water sold to another water system? : ☐ Yes / ☐ No

If water sold or purchased: Describe how much and to whom? :

**Point(s) of Diversion**

**SE1/4 Sec. 34 Twp. 139 Rng. 079 (Surface Water)**

Pumping Rate: \_\_\_\_\_ (circle: Barrels, Acre-Feet, Cubic Feet, Gallons) / (Second, Minute, Hour, Day)

Total Water Use for 2025 \_\_\_\_\_ (circle: Barrels, Acre-Feet, Cubic Feet, Gallons)

**NW1/4 Sec. 35 Twp. 139 Rng. 079 (Surface Water)**

Pumping Rate: \_\_\_\_\_ (circle: Barrels, Acre-Feet, Cubic Feet, Gallons) / (Second, Minute, Hour, Day)

Total Water Use for 2025 \_\_\_\_\_ (circle: Barrels, Acre-Feet, Cubic Feet, Gallons)

Please Return to :



North Dakota Department of Water Resources  
1200 Memorial Highway  
Bismarck, ND 58504  
Phone : (701) 328-2754

Print : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

For Internal Use

**(Return all pages of this form even if no water was used)**

Permit Number : 6071

**Total Water Use for 2025** \_\_\_\_\_ (circle: Barrels, Acre-Feet, Cubic Feet, Gallons)



Date : \_\_\_\_\_

## January 2026 Bills

Name	Project	Invoice	Amount
Bliss Law Firm	General Legal	666	\$ 1,379.20
Bliss Law Firm	McDowell Dam	666	\$ 2,275.20
Fronteer Professional Services	November Presort Charges	5320	\$ 49.40
Fronteer Professional Services	December Admin Work & Terminal Server Fees	5375	\$ 2,340.00
Fronteer Professional Services	2026 PO Box Fee Paid	5403	\$ 420.00
Houston Engineering	Apple-McDowell Water Supply Diversion	80042	\$ 21,763.75
Houston Engineering	McDowell Dam Recreation Area	80044	\$ 1,890.50
Houston Engineering	General Engineering	80045	\$ 3,799.00
Houston Engineering	Tschider Section 32 Rehabilitation	80046	\$ 14,858.25
Houston Engineering	MRCC FHMP	80048	\$ 1,116.00
Houston Engineering	Missouri River Bank Stabilization Issues	80050	\$ 3,673.00
Houston Engineering	Apple Creek Watershed Projects	80051	\$ 3,102.25
Houston Engineering	Fox Island Flood Control O&M	80057	\$ 294.25
Houston Engineering	Burnt Creek O&M	80058	\$ 676.75
Houston Engineering	Drainage Complaints	80059	\$ 3,951.75
			\$ 61,589.30
<b>Payroll:</b>			
Fronteer Professional Services Invoice			\$ 7,550.25
FICA	To be paid in April		\$ 1,065.10
Federal Unemployment	To be paid in April		\$ 41.78
ND Unemployment	To be paid in April		\$ 11.14
			\$ 8,668.27
	<b>Total</b>		<b>\$ 70,257.57</b>

Bliss Law Firm, LLC  
7918 223rd St. NE  
McKenzie, ND 58572

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

January 6, 2026

Invoice #666

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
12/5/2025 (904) Review Civil Air Patrol communications with military reps; amend proposed lease agreement, amend Aero Club language; forward new draft to Mgr. Mischel for his review; reply to CAP representatives with amended lease in Word format.	0.80 316.00/hr	252.80
(904) Review Braun lease agreement; research NDSU/Trust Dept. county land surveys for 2025, copy to Mgr. Mischel; draft second proposed letter to Mr. Brand for Chuck; email to Chuck regarding status of case.	1.00 316.00/hr	316.00
(904) Revise Aero Club draft lease agreement, incorporate CAP provisions in lease; forward to Mgr. Mischel for his review, comment.	0.80 316.00/hr	252.80
12/6/2025 (904) Telephone calls from/to Mgr. Mischel regarding three McDowell Dam lease agreement; discuss agreements; follow-up email to Board members, enclose lease agreements.	0.70 316.00/hr	221.20
12/8/2025 Prepare McDowell Dam documents for Board presentation with Mgr. Mischel.	0.50 316.00/hr	158.00
12/9/2025 (312) Prepare for board meeting; attend board meeting.		1,000.00
(904) Follow-up telephone call to Mike Gunsch regarding HE receipt of Anderson delivery; discuss upcoming board options.	0.50 316.00/hr	158.00
(904) Legal research regarding eminent domain vs. quick take eminent domain; follow-up email to Board regarding same.	1.30 316.00/hr	410.80
12/17/2025 (904) Receipt and review of email correspondence from Mgr. Mischel.	0.20 316.00/hr	63.20

	<u>Hrs/Rate</u>	<u>Amount</u>
12/18/2025 Telephone call from Mike Gunsch regarding status of Outdoor Heritage Fund grant application, eminent domain matters.	0.50 316.00/hr	158.00
12/22/2025 (312) Receipt and review of email from Mike Gunsch regarding Grande Prairie Estates dam matter, flood plain disturbance; review maps, documents; follow-up telephone call to Mike Gunsch regarding same	0.70 316.00/hr	221.20
(904) Review status of Anderson easement; follow-up telephone call to Chairman Landenberger regarding same; left message; follow-up telephone call to Mgr. Reep regarding same.	0.50 316.00/hr	158.00
12/24/2025 Receipt and review of email from Mgr. Mischel regarding McDowell Dam leases; follow-up telephone call to Chuck regarding same; follow-up reply email to Wendy regarding leases.	0.40 316.00/hr	126.40
1/6/2026 (312) Follow-up telephone call to Mike Gunsch regarding County Commission meeting regarding Conservancy District.	0.50 316.00/hr	158.00
For professional services rendered	8.40	\$3,654.40
Previous balance		\$4,855.20
Accounts receivable transactions		
12/23/2025 Payment - Thank You. Check No. 2328.		(\$4,855.20)
Total payments and adjustments		(\$4,855.20)
Balance due		\$3,654.40

Please note our new street address for future payments and correspondence:  
 7918 223rd St. NE  
 McKenzie, ND 58572

Bliss Law Firm, LLC  
7918 223rd St. NE  
McKenzie, ND 58572

Flying J  
2752 34th St.  
Mandan, ND 58554

January 6, 2026

Invoice #667

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
12/12/2025 Follow-up telephone call to Leon Vetter, DEQ, regarding FJ board decision to close up monitoring, extraction wells.	0.40 350.00/hr	140.00
12/16/2025 Follow-up telephone call to FJ corporate counsel Chris Nyhus regarding FJ board action to close wells; follow-up email to Rusty and Keith regarding same.	0.50 350.00/hr	175.00
For professional services rendered	0.90	\$315.00
Interest on overdue balance		\$3.71
Total amount of this bill		\$318.71
Previous balance		\$1,505.00
Balance due		\$1,823.71

Please note our new street address for future payments and correspondence:  
7918 223rd St. NE  
McKenzie, ND 58572



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

Date: November 30, 2025  
Invoice #: 0000005320  
Terms: Net

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

**Total Due: \$49.40**

---

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

---

Description	Amount	Total
November 2025 Presort Charges	\$49.40	\$49.40
<b>Total:</b>		<b>\$49.40</b>

Thank you for your business!



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

Date: December 31, 2025  
Invoice #: 0000005375  
Terms: Net

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

**Total Due: \$2,340.00**

---

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

---

Description	Amount	Total
Monthly Administrative Work - Per agreement	\$2,250.00	\$2,250.00
Terminal Server Fees	\$90.00	\$90.00
<b>Total:</b>		<b>\$2,340.00</b>

Thank you for your business!



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

Date: January 08, 2026  
Invoice #: 0000005403  
Terms: Net

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

**Total Due: \$420.00**

---

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


Description	Amount	Total
PO Box Fee Paid 1/8/2026	\$420.00	\$420.00
<b>Total:</b>		<b>\$420.00</b>

Thank you for your business!

## Payment Successful

Your payment was successful.

## Payment Received - PO Box™ 1255

Date <b>01.08.2026</b>	Payment Period	Transaction#	Card
Amount <b>\$420.00</b>	<b>12 Months</b>	91003002691047	 **** * 1537

## PO Box Details

### PO BOX LOCATION

**BISMARCK DOWNTOWN** - Post Office™  
220 E ROSSER AVE RM 112,  
BISMARCK, ND 58501  
(701) 223-8810

### PO BOX SIZE



Size 3-M  
5.5" x 11"

### PAYMENT PERIOD

**12 Months**  
**\$420.00**

### AUTO RENEWAL **OFF**

NEXT PAYMENT DUE  
**01.31.2027**

## Additional Services

☐ **Street Addressing** - Your PO Box comes with a real street address so you can order online and receive packages from any shipper.

☒ **Signature on File** - You don't have to go to the retail counter to pick up certain signature and insured items. (Priority Mail Express®, Signature Confirmation™, and Insured Mail greater than \$500)

### Don't forget:

To begin using your additional services, you will need to bring your Customer Agreement form to your Post Office™.

# Post Office Box Service Fee Due

Thank you.

Please disregard this notice if payment has been made.

suspended until all associated charges are paid.

Your check, or if payment is not received by the due date, your PO Box service will be

Make checks or money orders payable to "U.S. Postal Service." If the bank returns

payment by any of the convenient options noted on the inside top portion of this envelope.

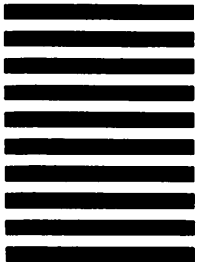
Your PO Box will be closed if the fee is not paid by the due date. If the fee is not paid

within 10 days after the due date, a late payment charge will apply. You may make

**Your PO Box fee is due by the LAST DAY OF THIS MONTH.**



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



## BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 99998

POSTAGE WILL BE PAID BY ADDRESSEE

**PO BOX FEE PAYMENT**

**POSTMASTER**

BISMARCK, ND 58501-9998

Print  
Post Office  
Address Here

City, State, ZIP Code

Box Number

Amount

\$

☐ Semiannual

☐ Annual



If Undeliverable as Addressed,  
Return to Local Postmaster

Box # 1255  
BURLINGHAM COUNTY WATER RESOURCE  
6 Months: \$210.00 12 Months: \$420.00  
Due Date: 01/31/2026  
58502

Dear Customer:

You may make payment by any of the following convenient options:

- By credit card at [www.usps.com/poboxes](http://www.usps.com/poboxes). While online, you can sign up for automatic renewals and avoid late payment charges.
- By debit or credit card at an Automated Postal Center® (APC®) in select Post Offices™.
- By check or money order through the mail, using this envelope. Do not send cash by mail. Make your check or money order payable to **"U.S. Postal Service."** Please write your **PO Box number on the check or money order.** You will receive a receipt in your PO Box.
- By cash, check, money order, or debit or credit card at a Post Office retail counter.

Thank you.

**Has your information\* changed?** ☐ **Yes** ☐ **No**

*\*Relevant information is your physical address, telephone number, e-mail address, or PO Box use.*

PO Box customers are required to promptly update any changes to the original PS Form 1093, *Application for Post Office Box Service*. If any information on your application has changed, please provide updated information below — but please leave blank any item that **has not** changed.

Name \_\_\_\_\_ PO Box Number \_\_\_\_\_

Physical Address \_\_\_\_\_

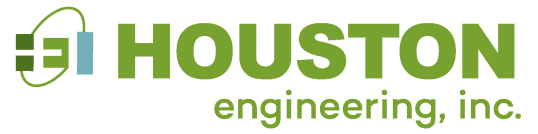
City, State, ZIP Code™ \_\_\_\_\_

Telephone Number (include area code) \_\_\_\_\_

E-mail Address \_\_\_\_\_

Change to PO Box Use: ☐ **Business Use** ☐ **Residential Use**

# INVOICE



Remit to:

1401 21st Ave N, Fargo, ND 58102

Phone: 701.237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

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

Invoice Number: 80058

Date: January 08, 2026

Project Number: R084241-0300

Burnt Creek Floodway Rehabilitation and O&M

For Professional Services Rendered Through: January 03, 2026

BCWRD Account No. 940 - Shared Projects

See Attached Project Status Report and Invoice Description.

800 - Annual O&M and Assessment District

Professional Services

	Hours	Rate	Amount
Engineer 11	1.50	248.00	\$372.00
Engineer 13	.50	269.00	\$134.50
Engineer 9	.75	227.00	\$170.25
	2.75		\$676.75

800 - Annual O&M and Assessment District Total: \$676.75

Invoice Total \$676.75

## Outstanding Invoices

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



## Project Status and Invoice Description

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

---

<b>HEI Project No.:</b>	<b>4241-0300</b>
<b>BCWRD Account No.</b>	<b>940 – Burnt Creek Rehabilitation O&amp;M Assessment</b>
<b>Project Name:</b>	<b>Burnt Creek Flood Control Project</b>

---

**Billing Period:** *Through January 3, 2026*

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

**Phase (800) Annual O&M and Assessment District**

- Discussion of overseeding, rodents and general channel maintenance
- The 2025 Special Assessment spreadsheet for certification was updated and revised due to a parcel duplication per discussion with the auditors office.

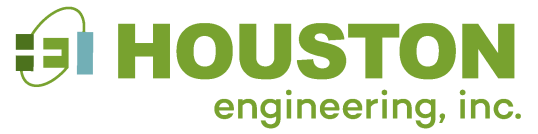
**Comments/Issues/Problems:**

- The 2025 Special Assessment spreadsheet for certification was updated and revised version and letter provided to the County Auditor.

<u>Phase (800) Annual O&amp;M and Assessment</u>	<u>\$ 676.75</u>
<b><u>Total Invoice</u></b>	<b><u>\$ 676.75</u></b>

**See accompanying invoice for personnel cost breakdown.**

# INVOICE



Remit to:

1401 21st Ave N, Fargo, ND 58102

Phone: 701.237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Burleigh County Water Resource District

PO Box 1255

Bismarck, ND 58502-1255

Invoice Number: 80057

Date: January 08, 2026

Project Number: R006025-0027

Fox Island Flood Control - O&M

For Professional Services Rendered Through: January 03, 2026

BCWRD Account No.: 937 - Special Assessment Projects

Contact with Low Key regarding project information necessary to completed the annual inspection. Email to the residents along the project to notify them of the pending inspection.

## 002 - 2020 O & M Services

### Professional Services

	Hours	Rate	Amount
Engineer 11	.50	248.00	\$124.00
Engineer 9	.75	227.00	\$170.25
	1.25		\$294.25

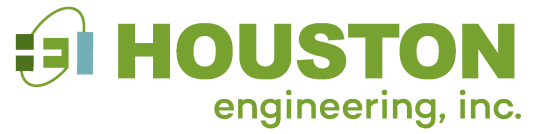
002 - 2020 O & M Services Total: \$294.25

**Invoice Total \$294.25**

## Outstanding Invoices

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

# INVOICE



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

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

Invoice Number: 80048  
Date: January 08, 2026  
Project Number: R126025-0012

Missouri River Correctional Facility FHMP

For Professional Services Rendered Through: January 03, 2026  
BCWRD Account No.: 937F-1

Work Order No. 18; Specific Authorization No. 25

See attached Project Status Report and Invoice Description.

## 900 - Operations and Maintenance Activities

### Professional Services

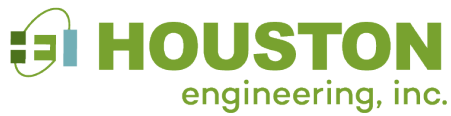
	Hours	Rate	Amount
Engineer 11	4.50	248.00	\$1,116.00
	4.50		\$1,116.00

900 - Operations and Maintenance Activities Total: \$1,116.00

Invoice Total \$1,116.00

## Outstanding Invoices

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



## Project Status and Invoice Description

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

---

HEI Project No.:	6025-0012-900
BCWRD Account No.	937F-1
Project Name:	Missouri River Correction Facility FHMP

---

**Billing Period:** *through January 3, 2026*

Professional engineering and surveying services related to the Missouri River Correctional Facility including time associated with, but not limited to the following:

**Tasks Completed:**

- Contact and communications with MRCC staff (Shannon Davidison) regarding a proposed access roadway to be constructed adjacent to the constructed levee.
- Review proposed preliminary roadway plans.

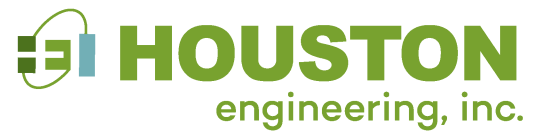
**Comments and Issues:**

- Waiting for MRCC regarding their intent or plan for actual roadway construction.

**See accompanying invoice for personnel cost breakdown.**

<u>Phase (900) Operation and Maintenance Activities</u>	<u>\$ 1,116.00</u>
<b>Total</b>	<b>\$ 1,116.00</b>

# INVOICE



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

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

Invoice Number: 80042  
Date: January 08, 2026  
Project Number: R001032-0200

Apple-McDowell Water Supply Diversion

For Professional Services Rendered Through: January 03, 2026  
BCWRD Account No.: 905 - Capital Improvements

See attached Project Status Report and Invoice Description.

## 001 - Outdoor Heritage Fund - Grant Applicatio Professional Services

	Hours	Rate	Amount
Engineer 11	35.00	248.00	\$8,680.00
Engineer 13	12.75	269.00	\$3,429.75
Engineer 13	1.50	277.00	\$415.50
	49.25		\$12,525.25

001 - Outdoor Heritage Fund - Grant Applicatio Total: \$12,525.25

## 002 - ND Dept of Water Resources - Cost Share Professional Services

	Hours	Rate	Amount
Engineer 11	4.00	248.00	\$992.00
	4.00		\$992.00

002 - ND Dept of Water Resources - Cost Share Total: \$992.00

## 003 - Preliminary Design Professional Services

	Hours	Rate	Amount
Engineer 11	4.00	248.00	\$992.00
	4.00		\$992.00

003 - Preliminary Design Total: \$992.00

## 004 - Easement Acquisition

## Professional Services

	Hours	Rate	Amount
Engineer 11	21.00	248.00	\$5,208.00
Engineer 13	4.00	269.00	\$1,076.00
Engineer 5	1.75	183.00	\$320.25
Land Surveyor 4	2.25	211.00	\$474.75
Project Assistant 2	1.00	101.00	\$101.00
Technician 4	.50	149.00	\$74.50
	30.50		\$7,254.50

004 - Easement Acquisition Total:

\$7,254.50

Invoice Total	\$21,763.75
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## Outstanding Invoices

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

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

---

**Billing Period:** *October 26, 2025, through January 3, 2026*

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 (001) OHF Grant Application**

- Correspondence regarding Outdoor Heritage Fund Grant and fundings opportunities.
- Preparing final grant application with various updates
- Preparing OHF slideshow presentation for interview.
- Meeting with BCWRD to review presentation materials and finalize presentation
- Giving OHF presentation to Industrial Commission and follow up

**Phase (002) ND Dept of Water Resources – Cost Share**

- Researching next round of grant process for Funding for Infrastructure in North Dakota
- Correspondence with NDDWR regarding economic analysis and cost share

**Phase (003) Preliminary Design**

- Updating OPC and cost share breakdown
- Creating tree planting plan

**Phase (004) Easement Acquisition**

- Continued work and discussion with Anderson regarding easement
- Drafted letters and multiple phone calls attempting to move the process forward
- Coordinate with the Board Chair to follow up with Anderson
- Meeting to discuss Anderson easement options
- Final revisions to easement document and exhibit based on Anderson feedback
- Created updated easement document and exhibit drawing and sent to Anderson
- Coordination with legal on the process and direction

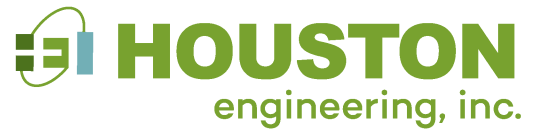
**Comments:**

- Easement process is moving forward very slowly with new documents provided
- Outdoor Heritage Fund grant application has been submitted, then a DWR application will follow to supplement the non-eligible OHF application expenses pending their consideration and approval. There was additional work on this application after this invoice, and the request goes before committee for consideration. The last easement issue could still raise questions on the ability to construct.
- Discussion of Garrison Diversion Funds, go to equipment and not this type of infrastructure project.

**See accompanying invoice and cost summary for personnel cost breakdown.**

Phase (001) Outdoor Heritage Fund Application	\$ 12,525.25
Phase (002) DN Dept of Water Resources – Cost Share	\$ 992.00
Phase (003) Preliminary Design	\$ 992.00
<u>Phase (004) Easement Acquisition</u>	<u>\$ 7,254.50</u>
<b>Total Invoice:</b>	<b>\$ 21,763.75</b>

# INVOICE



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

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

Invoice Number: 80044  
Date: January 08, 2026  
Project Number: R081032-0100

McDowell Dam Recreation Area

For Professional Services Rendered Through: January 03, 2026  
BCWRD Account No.: 905

See attached Project Status Report and Invoice Description.

## 001 - McDowell Dam Recreation Area Professional Services

	Hours	Rate	Amount
Engineer 11	.50	248.00	\$124.00
Engineer 13	2.00	269.00	\$538.00
	2.50		\$662.00

001 - McDowell Dam Recreation Area Total: \$662.00

## 002 - Auxiliary Spillway Trail Erosion Stabilization Professional Services

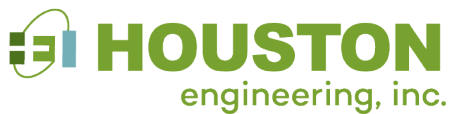
	Hours	Rate	Amount
Technician 8	6.75	182.00	\$1,228.50
	6.75		\$1,228.50

002 - Auxiliary Spillway Trail Erosion Stabilization Total: \$1,228.50

Invoice Total \$1,890.50

## Outstanding Invoices

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



## Project Status and Invoice Description

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

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<b>HEI Project No.:</b>	<b>1032-0100: McDowell Dam Recreation Area</b>
<b>BCWRD Account No.</b>	<b>905</b>
<b>Project Name:</b>	<b>McDowell Dam Recreation Area</b>

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**Billing Period:** *October 26, 2025, through January 3, 2026*

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 Recreational Area**

- Discussions with legal regarding land leases.
- Discussions regarding EAP functional exercise.

**Phase (002) Auxiliary Spillway Trail Erosion Stabilization**

- Record drawing updates
- Publishing updated record drawings for completeness review

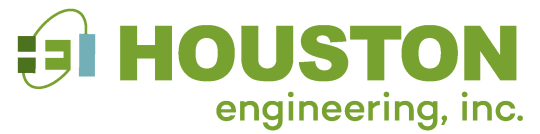
**Comments:**

- Record drawings remain to be included in the O&M Manual.

**See accompanying invoice and cost summary for personnel cost breakdown.**

Phase (001) McDowell Dam Recreational Area	\$ 662.00
Phase (002) Auxiliary Spillway Trail Erosion Stabilization	\$ 1,228.50
<b>Total Invoice</b>	<b>\$ 1,890.50</b>

# INVOICE



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

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

Invoice Number: 80045  
Date: January 08, 2026  
Project Number: R084241-0000

BCWRD - General Engineering Services

For Professional Services Rendered Through: January 03, 2026  
Email Invoices: BCWRD@midco.net & dwrburleighwrdr@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: \$2,000.00

007 - General Services - Hourly

## Professional Services

	Hours	Rate	Amount
Engineer 13	6.50	269.00	\$1,748.50
Project Assistant 2	.50	101.00	\$50.50
	7.00		\$1,799.00

007 - General Services - Hourly Total: \$1,799.00

Invoice Total \$3,799.00

## Outstanding Invoices

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



## Project Status and Invoice Description

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

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

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**Billing Period:**        *October 26, 2025, through January 3, 2026*

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:

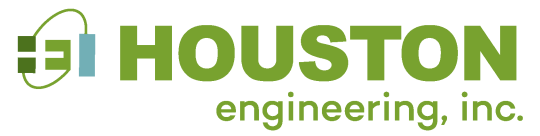
- **November-December Board Meetings**
- Meeting preparation and discussion
- Agenda updates
- Various BCWRD issues, contacts, and calls
- Hourly time as noted below

**Comments:**

- This invoice is for Board meeting related times 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:
  - Discussions and communications regarding the GDCD, background information and
  - Documents scanned regarding several older Bureau of Reclamation irrigation studies for Burleigh County.

Phase (000) General Services (2 meetings)	\$ 2,000.00
Phase (007) Hourly	\$ 1,799.00
<b>Total</b>	<b>\$ 3,799.00</b>

# INVOICE



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

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

Invoice Number: 80046  
Date: January 08, 2026  
Project Number: R006025-0034

Tschider Section 32 Rehabilitation

For Professional Services Rendered Through: January 03, 2026

## 001 - Initial Site Investigation Professional Services

	Hours	Rate	Amount
Engineer 11	16.00	248.00	\$3,968.00
Engineer 11	.50	255.00	\$127.50
Engineer 13	6.25	269.00	\$1,681.25
Technician 8	1.00	182.00	\$182.00
	23.75		\$5,958.75

001 - Initial Site Investigation Total: \$5,958.75

## 002 - Survey Professional Services

	Hours	Rate	Amount
Engineer 11	6.00	248.00	\$1,488.00
	6.00		\$1,488.00

002 - Survey Total: \$1,488.00

## 003 - Regulatory/DWR Professional Services

	Hours	Rate	Amount
Engineer 11	20.25	248.00	\$5,022.00
Engineer 13	6.25	269.00	\$1,681.25
	26.50		\$6,703.25

003 - Regulatory/DWR Total: \$6,703.25

004 - Geotechnical

Professional Services

	Hours	Rate	Amount
Engineer 11	1.50	248.00	\$372.00
Engineer 13	1.25	269.00	\$336.25
	2.75		\$708.25

004 - Geotechnical Total:

\$708.25

Invoice Total	\$14,858.25
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Outstanding Invoices

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

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**HEI Project No.:** 6025-0034: **Missouri River Bank Stabilization**  
**BCWRD Account No.**  
**Project Name:** Tschider Section 32 Rehabilitation

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**Billing Period:** *October 1, 2025 through January 3, 2026*

Professional engineering and surveying services for investigation, permitting, geotechnical, surveying and design related to settlement issues of Section 32 Bankline Revetment at David Tschider property on Hoge Island.

***Tasks Completed:***

**Phase (001) Initial Site Investigation**

- Communications with property owner regarding settlement issue
- Site research and identifying affected Section 32 structures and design features
- Communications with BCWRD, DWR and ACOE to inform them of the issue
- Site visits to review the issue, take photographs and assess.

**Phase (002) Survey**

- Coordination with Survey to discuss options to acquire topographic information
- Located and acquired previously secured survey information at this site.

**Phase (003) Regulatory/DWR**

- Communications and coordination with DWR to investigate site and identify State interests and Section 32 structures
- Researched and provided Corps as-built information to DWR
- Site visits with DWR staff to view and assess settlement issue and follow up discussions.
- Informed ACOE of issue and follow up discussions.

**Phase (004) Geotechnical**

- Communications and coordination with Braun to conduct soil borings at site.

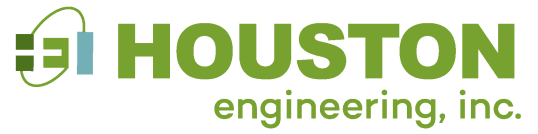
**Comments and Issues**

- Braun has not conducted soil borings yet due to scheduling and availability issues but work is currently scheduled for later in January.
- Bathymetric survey has been delayed due to ice conditions at site
- Topographic information collected by Toman Engineering has been secured and is being processed.

**See accompanying invoice for personnel cost breakdown.**

Phase (001) Initial Site Investigation	\$ 5,958.75
Phase (002) Survey	\$ 1,488.00
Phase (003) Regulatory/DWR	\$ 6,703.25
<u>Phase (004) Geotechnical</u>	<u>\$ 708.25</u>
<b>Total Invoice \$ 14,858.25</b>	

# INVOICE



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

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

Invoice Number: 80050  
Date: January 08, 2026  
Project Number: R146025-0021

Missouri River Bank Stabilization Issues

For Professional Services Rendered Through: January 03, 2026  
BCWRD Account No.: 937I-1

See attached Project Status Report and Invoice Description.

## 007 - 2024 Revetment Work Evaluation Professional Services

	Hours	Rate	Amount
Engineer 13	1.75	269.00	\$470.75
	1.75		\$470.75

007 - 2024 Revetment Work Evaluation Total: \$470.75

## 009 - Roger Kjonaas Hardpoint Evaluation Professional Services

	Hours	Rate	Amount
Engineer 11	10.50	248.00	\$2,604.00
Engineer 11	.50	255.00	\$127.50
Engineer 13	1.75	269.00	\$470.75
	12.75		\$3,202.25

009 - Roger Kjonaas Hardpoint Evaluation Total: \$3,202.25

Invoice Total \$3,673.00

## Outstanding Invoices

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

---

<b>HEI Project No.:</b>	<b>6025-0021: Missouri River Bank Stabilization</b>
<b>BCWRD Account No.</b>	<b>937I-1</b>
<b>Project Name:</b>	<b>Phase 006, 007, 008 and 009</b>

---

**Billing Period:** *May 25, 2025 through January 3, 2026*

Professional engineering and surveying services related to Missouri River Bank Stabilization Section 32 revetments along the river.

***Tasks Completed:***

**Phase (007) – 2024 Revetment Work Evaluation**

- Easement provisions for Swenson & Hagen regarding Landrud request.

**Phase (009) Roger Kjonaas Hardpoint Evaluation**

- Communications and coordination with Kjonaas regarding erosion on Section 32 hardpoint structure.
- Research on subject Section 32 structure and nearby features.
- Researching existing Google Earth imagery and coordination with NDDWR to acquire drone imagery.
- Site visit to meet with landowner and view and photograph hardpoint.
- Updates to DWR and BCWRD.

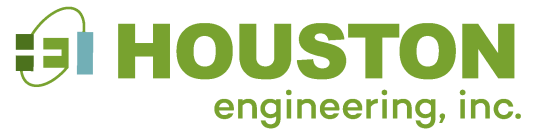
**Comments and Issues**

- Work to revise the stabilization easements has been on hold, till scheduling permits.
- A response to Holmelvig's inquiry will be prepared and submitted for Board review.
- It was determined the Keepboat Park revetment was more likely a Garrison-Oahe Project, therefore additional research is ongoing at the request of the NDDWR.
- Kjonaas hardpoint will be monitored for any further erosion and a to prevent potential failure or progression of erosion to nearby bankline revetment.

**See accompanying invoice for personnel cost breakdown.**

Phase (007) 2024 Revetment Work Evaluation	\$ 470.75
Phase (009) Roger Kjonaas Hardpoint Evaluation	\$ 3,202.25
<b>Total Invoice</b>	<b>\$ 3,673.00</b>

# INVOICE



Remit to:

1401 21st Ave N, Fargo, ND 58102

Phone: 701.237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Burleigh County Water Resource District

PO Box 1255

Bismarck, ND 58502-1255

Invoice Number: 80051

Date: January 08, 2026

Project Number: R146025-0022

BCWRD - Apple Creek Watershed Projects

For Professional Services Rendered Through: January 03, 2026

BCWRD Account No.: 940A

See attached Project Status Report and Invoice Description.

## 004 - Apple Creek Slope Stability Evaluation

### Professional Services

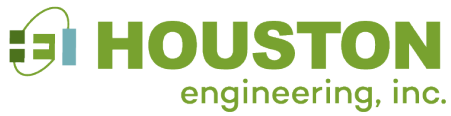
	Hours	Rate	Amount
Engineer 13	10.50	269.00	\$2,824.50
Project Assistant 2	2.75	101.00	\$277.75
	13.25		\$3,102.25

004 - Apple Creek Slope Stability Evaluation Total: \$3,102.25

**Invoice Total \$3,102.25**

## Outstanding Invoices

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



## Project Status and Invoice Description

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

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**HEI Project No.:** 6025-0022-004: Apple Creek Watershed U-Mary Slide  
**BCWRD Account No.**  
**Project Name:** Apple Creek Slope Stability Evaluation

---

**Billing Period:** *September 28, 2025, through January 3, 2026*

Professional engineering services related to creating an Emergency Action Plan to address the risks associated with the large landslide occurring west of the University of Mary and east of Apple Creek, including time associated with, but not limited to the following:

**Phase 004 – Apple Creek Slope Stability Evaluation**

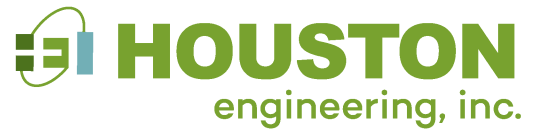
- Continued coordination and review of geotechnical evaluation process
- Coordination with Burleigh County Emergency Manager
- Submitted cost share reimbursement request to DES
- Submitted first and second quarterly reports to DES

**Comments:**

- This is the third invoice under the approved HMGP grants program.
- Monitoring equipment (inclinometers) installed and functional.
  - Measurements indicating continued movement
  - Barr instrumentation data was provided to BGC

Phase (004) Apple Creek Slope Stability Evaluation	\$ 3,102.25
<b>Total</b>	<b>\$ 3,102.25</b>

# INVOICE



Remit to:

1401 21st Ave N, Fargo, ND 58102

Phone: 701.237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Burleigh County Water Resource District

PO Box 1255

Bismarck, ND 58502-1255

Invoice Number: 80059

Date: January 08, 2026

Project Number: R146025-0018

Burleigh County WRD Drainage Complaints

For Professional Services Rendered Through: January 03, 2026

BCWRD Account No.: 960

See attached Project Status Report and Invoice Description.

## 000 - General Inquires

### Professional Services

	Hours	Rate	Amount
Engineer 11	2.00	248.00	\$496.00
Engineer 13	10.00	269.00	\$2,690.00
Engineer 8	.50	216.00	\$108.00
Engineer 9	2.00	227.00	\$454.00
	14.50		\$3,748.00

000 - General Inquires Total: \$3,748.00

## 041 - Hawk Street Golf Course SWMP Compliance

### Professional Services

	Hours	Rate	Amount
Engineer 13	.50	269.00	\$134.50
Engineer 13	.25	277.00	\$69.25
	.75		\$203.75

041 - Hawk Street Golf Course SWMP Compliance Total: \$203.75

Invoice Total \$3,951.75

Outstanding Invoices

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

---

<b>HEI Project No.:</b>	<b>6025-0018</b>
<b>BCWRD Account No.</b>	<b>960</b>
<b>Project Name:</b>	<b>Drainage Complaints</b>

---

**Billing Period:**        *October 30, 2025 through January 3, 2026*

Professional engineering and surveying services related to evaluating drainage complaints.

**Phase (000) – General Inquires**

- These services are related to a phone complaint regarding the ongoing reconstruction of a dam located in the Grande Prairie estates.
- Calls, emails and discussions on this were numerous and included County Engineering, Burleigh County Floodplain, City of Bismarck Floodplain Administrator, legal and board members.
- There is a violation related to material being placed in the floodplain that could have changed the BFE, therefore the project would require a CLOMR and a LOMR to be submitted. The landowner thought that he had covered the issues with permissions by discussing with the County Engineer, which was not the case.
- Discussions related to the legal and regulatory elements of the work being completed, and the owner was informed of the original plat floodplain requirements and issues related to the reconstruction of the dam. The history of the dam was discussed related to ownership as well as existing easements.
- The owner has elected to restore the site and not proceed with the reconstruction due to costs and potential liability.

**Phase (041) – Hawk Tree Drainage Complaint**

- Consultation with legal regarding jurisdictional considerations.
- HOA Chairman indicates some discussion has occurred, but no resolution
- Informed the HOA relative to our findings and what the response would be. The desire is that they resolve internally, however that does not appear to be occurring.

**Comments:**

- The Grande Prairie Estates Floodplain Development Permit requirement remains to be resolved. HEI has offered to assist the owner in completing this task, as required by the City of Bismarck. Therefore, no additional time will be required on this issue, unless a formal complaint is filed.
- The Hawk Tree complaint has been on hold. Memo completion based on facts can be done once it is deemed no action is being taken by the respective parties.

Phase (000) – General Inquires	\$ 3,748.00
Phase (041) – Hawk Tree Drainage Complaint	\$ 203.75
<b>Total Invoice</b>	<b>\$ 3,951.75</b>

**See accompanying invoice for personnel cost breakdown.**

Invoice



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

Invoice #  
BL#29869  
Invoice Date  
1/15/2026

Burleigh Co. Water Resource District  
PO BOX 1255  
BISMARCK, ND 58502-

Description	Quantity	Rate	Amount
Payroll Processing Fee	1	\$100.00	\$100.00
Direct Deposits	1	\$7,450.25	\$7,450.25

Sales Tax:	\$0.00
Subtotal:	\$7,550.25
Credits	\$0.00
Payment:	\$0.00
Total Due:	\$7,550.25

Payroll Run #	Period Start	Period End	Check Date	Check Count
PR#30807	10/01/2025	12/31/2025	01/15/2026	5

# Payroll Register



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

Billing#26022

## Burleigh Co. Water Resource District

PO BOX 1255  
BISMARCK, ND 58502-

<b>JONES, KATHLEEN F</b>	SSN	Emp #	FD Status	Hired	Net Amount	Check #	Check Date
	XXX-XX-XXXX	BCW6538	NE S	04/01/2024	\$1,146.73	242545	01/15/2026

<u>Earnings</u>				<u>Employee Deductions</u>			<u>Employer Contributions</u>		
Type	Rate	Hours/Pcs	Current	Type	Current	YTD	Type	Current	YTD
Hourly	\$63.0000	10.0000	\$630.00	Soc. Sec.	74.21	74.21	Soc. Sec.	74.21	74.21
Hourly	\$189.0000	3.0000	\$567.00	Medicare	17.36	17.36	Medicare	17.36	17.36
Mileage Expense	\$0.0000	.0000	\$41.30	DD - GATE CITY BA	1,146.73	1,146.73	FUTA	7.18	7.18
Current Wages:			13.0000	Total		1,238.30	ND SUTA	1.92	1.92
YTD Wages:			1,197.00	YTD Total		1,238.30			
Current Non-Wages:			0.0000						
YTD Non-Wages:			41.30						

<b>LANDENBERGER, JAMES D</b>	SSN	Emp #	FD Status	Hired	Net Amount	Check #	Check Date
	XXX-XX-XXXX	BCW5824	NE M	04/01/2024	\$2,327.22	242546	01/15/2026

<u>Earnings</u>				<u>Employee Deductions</u>			<u>Employer Contributions</u>		
Type	Rate	Hours/Pcs	Current	Type	Current	YTD	Type	Current	YTD
Hourly	\$63.0000	22.0000	\$1,386.00	Soc. Sec.	156.24	156.24	Soc. Sec.	156.24	156.24
Hourly	\$189.0000	6.0000	\$1,134.00	Medicare	36.54	36.54	Medicare	36.54	36.54
Current Wages:			28.0000	DD - WELLS FARGO	2,327.22	2,327.22	FUTA	15.12	15.12
YTD Wages:			2,520.00	Total		2,520.00	ND SUTA	4.03	4.03
				YTD Total		2,520.00			

<b>MISCHEL, CHARLES A</b>	SSN	Emp #	FD Status	Hired	Net Amount	Check #	Check Date
	XXX-XX-XXXX	BCW9633	NE S	01/01/2025	\$1,058.17	242547	01/15/2026

<u>Earnings</u>				<u>Employee Deductions</u>			<u>Employer Contributions</u>		
Type	Rate	Hours/Pcs	Current	Type	Current	YTD	Type	Current	YTD
Hourly	\$63.0000	3.0000	\$189.00	Soc. Sec.	46.87	46.87	Soc. Sec.	46.87	46.87
Hourly	\$189.0000	3.0000	\$567.00	Medicare	10.96	10.96	Medicare	10.96	10.96
Misc Expense	\$0.0000	.0000	\$360.00	DD - STARION BAN	1,058.17	1,058.17	FUTA	4.54	4.54
Current Wages:			6.0000	Total		1,116.00	ND SUTA	1.21	1.21
YTD Wages:			756.00	YTD Total		1,116.00			
Current Non-Wages:			0.0000						
YTD Non-Wages:			360.00						

## Payroll Register

REEP, DENNIS W			SSN	Emp #	FD Status	Hired	Net Amount	Check #	Check Date
			XXX-XX-XXXX	BCW8581	NE M	04/01/2024	\$1,619.06	242548	01/15/2026
				<u>Employee Deductions</u>			<u>Employer Contributions</u>		
Type	Rate	Hours/Pcs	Current	Type	Current	YTD	Type	Current	YTD
Hourly	\$63.0000	13.5000	\$850.50	Soc. Sec.	87.89	87.89	Soc. Sec.	87.89	87.89
Hourly	\$189.0000	3.0000	\$567.00	Medicare	20.55	20.55	Medicare	20.55	20.55
Misc Expense	\$0.0000	.0000	\$310.00	DD - CAPITAL CRED	1,619.06	1,619.06	FUTA	8.51	8.51
Current Wages:			16.5000	Total		1,727.50	ND SUTA	2.27	2.27
YTD Wages:				YTD Total		1,727.50			
Current Non-Wages:			0.0000						
YTD Non-Wages:									

SMITH, ROGER C	SSN	Emp #	FD Status	Hired	Net Amount	Check #	Check Date		
	XXX-XX-XXXX	BCW9255	NE M	04/01/2024	\$1,299.07	242549	01/15/2026		
	<u>Employee Deductions</u>			<u>Employer Contributions</u>					
Type	Rate	Hours/Pcs	Current	Type	Current	YTD	Type	Current	YTD
Hourly	\$63.0000	8.0000	\$504.00	Soc. Sec.	66.40	66.40	Soc. Sec.	66.40	66.40
Hourly	\$189.0000	3.0000	\$567.00	Medicare	15.53	15.53	Medicare	15.53	15.53
Misc Expense	\$0.0000	.0000	\$310.00	DD - GATE CITY BA	1,299.07	1,299.07	FUTA	6.43	6.43
				Total	1,381.00		ND SUTA	1.71	1.71
	Current Wages:	11.0000	1,071.00	YTD Total		1,381.00			
		YTD Wages:	1,071.00						
	Current Non-Wages:	0.0000	310.00						
		YTD Non-Wages:	310.00						

## Payroll Register Summary



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

### Burleigh Co. Water Resource District

PO BOX 1255  
BISMARCK, ND 58502-

#### Wage Summary

Pay Type	Hours [ Pieces ]	Amount	Pay Type	Hours [ Pieces ]	Amount
Hourly	74.5000	\$6,961.50	Mileage Expense	0.0000	\$41.30
Misc Expense	0.0000	\$980.00			
<b>Total:</b>					<b>\$7,982.80</b>
<i>Total Hours:</i>				74.50	
<b>Reported Tips:</b>					<b>\$0.00</b>
<b>Total:</b>					<b>\$7,982.80</b>

#### Employee Deduction Summary

Deduction Type	Amount	Deduction Type	Amount
<b>Federal Taxes</b>			
Medicare	\$100.94	Soc. Sec.	\$431.61
		<b>Federal Taxes Total</b>	<b>\$532.55</b>
<b>Direct Deposits</b>			
DD - CAPITAL CREDIT UNION	\$1,619.06	DD - GATE CITY BANK	\$2,445.80
DD - STARION BANK	\$1,058.17	DD - WELLS FARGO BANK NA	\$2,327.22
		<b>Direct Deposits Total</b>	<b>\$7,450.25</b>
		<b>Total:</b>	<b>\$7,982.80</b>

#### Employer Deduction Summary

Deduction Type	Amount	Deduction Type	Amount
<b>Federal Taxes</b>			
FUTA	\$41.78	Medicare	\$100.94
Soc. Sec.	\$431.61		
		<b>Federal Taxes Total</b>	<b>\$574.33</b>
<b>State Taxes</b>			
ND SUTA	\$11.14	<b>State Taxes Total</b>	<b>\$11.14</b>
		<b>Total:</b>	<b>\$585.47</b>

#### Check Listing

Num Checks: 0 0.00 Num Direct Deposits: 5 7,450.25

Check #	Name	Amount	Direct Deposit	Check #	Name	Amount	Direct Deposit
242545	JONES, KATHLEEN	0.00	1,146.73				
242546	LANDENBERGER, JAMES	0.00	2,327.22				
242547	MISCHEL, CHARLES	0.00	1,058.17				
242548	REEP, DENNIS	0.00	1,619.06				
242549	SMITH, ROGER	0.00	1,299.07				