



BURLEIGH COUNTY WATER RESOURCE DISTRICT AGENDA

Wednesday, May 14, 2025 at 8:00 am

Tom Baker Room, 221 N. 5th Street Bismarck

8:00 a.m. – Call to Order

1. Roll Call (Reep, Landenberger, Jones, Smith, Mischel):
2. **Approval of 04/9/2025 Minutes:**3-5
3. **Amendments and Approval of Agenda:**
4. Comments from Members of the Public: (For Items Not on the agenda):
5. McDowell Dam (Landenberger-Mischel):
 - a. Supplemental Water Supply
 - i. Easement Negotiations (Appraisals Complete) – Letters mailed
 1. New Landowner – recent purchase - contacted
 - ii. Updated Water Supply Simulation (Memorandum) – revisions pending
 - b. Bank Stabilization and Trail Protection – Spring 2025 (USACE – NWP, Solicitations – May)6-51
 - c. Emergency Action Plan (Exercise TDB)
6. Financial Reports (Reep):
 - a. **Balance Sheet 03/31/2025 and 04/30/2025** 52-57
 - b. **P&L 03/31/2025 and 04/30/2025** 58-61
 - c. Pledged Securities 62
 - d. **ESRI Renewal Quote** 63-65
7. Drainage Permits/Complaints/Issues: *Open*:
 - a. River Road – Box Culvert and Channel Cleanout (Pending)
 - b. Keelboat Park – Section 408 Maintenance Request (Developer Request)
 - i. Easements Researched along with O&M Obligations (DWR Meeting)
 - ii. Municipal 6th Plat – (City to revise easement designation, sovereign land)
 - c. HawkTree HOA – Private Culvert Placement, SWMP Compliance – Jurisdictional Question66-82
8. Drainage Permits/Complaints/Issues: *Closed*:
9. Projects:
 - a. Hoge Island Stabilization:
 - i. Access Easement Revisions (Pending – Spring 2025)
 - b. Apple Creek U-Mary Slide – Emergency Action Plan (Smith)
 - i. HMGP Grant Application – Submitted to FEMA
 - ii. Braun/BGC initial review process underway
 - iii. DWR – Web Grant Submitted (Letter)83-137
10. Other Old Business:
 - a. Burleigh County CRS (Update – Ongoing, Community Action Visit – Pending 2025)
11. New Business
 - a. 2025 Legislative Update138-149
 - b. LowKey Contract - Insurance
 - c. Multi-Hazard Mitigation Plan Update (Mary Senger) – Comments Requested

d. ND Water User’s Summer Meeting – Devils Lake July 9th & 10 th	150-152
e. Temporary Water Permits – Kevin Turnbow (3)	153-155
f. Temporary Water Permit – Northern Improvement Company	156-158
g. Temporary Water Permit – Strata Corporation	159-161
12. Correspondence or Document Information:	
a. Plats & SWMP’s – Not included due to size...Available on request.	
i. Proposed 1 Lot Subdivision – Short Plat – Summit Point Second Subdivision	
ii. Biegler Preliminary Plat	
13. Approval of Bills (\$21,185.99)	162
14. Detailed Bills	163-211
15. Next Meeting: Wednesday , June 11, 2025, 8:00 AM, Tom Baker Room	
16. Adjourn	

Note: Bold Items Require Board Action

BCWRD Meeting Minutes
April 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, Houston Engineering; Dave Bliss, Bliss Law Firm; and Kelsey Sailer and Danita Sperle, Fronteer Professional Services; Jerry Woodcox, Burleigh County Commissioner.
Others Present: Dave Robinson and Dave Mayer (Bismarck Parks & Rec), Mitch Flanagan, Burleigh County Planning & Zoning, Casey Einrem, Burleigh County Highway Dept; Mary Senger, Burleigh County Emergency Management

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

	Discussion	Action Taken	Responsible Party(s)	Due Date
Approval of 03/12/2025	.	Mgr. Jones motions to approve 03/12/2025 minutes as presented, Mgr. Reep seconds. Motion carried by unanimous voice vote.		
Amendments and Approval of Agenda	Under McDowell Dam, add d. Proposed Capital Improvement Plan	Mgr. Smith motions to approve agenda as Amended, Mgr. Jones seconds. Motion carried by unanimous voice vote.		
Comments from Members of the Pubic	None noted. Discussion regarding law (SB 2180) that is expected to pass requiring every regular meeting of a governing body of a city, county, township, school district, park district, or water resource district must include an opportunity for an individual to provide public comment. Each governing body shall develop a policy regarding public comment rules for regular meetings.			
McDowell Dam				
Supplemental Water Supply Easement Negotiations	Discussed in Executive Session			
Bank Stabilization and Trail Protection	The Corps will be approving a nationwide permit so we can start with solicitations. They will start shortly.			
Emergency Action Plan	Put together this summer			
Proposed Capital Improvement Plan	Discussion is held regarding the proposed improvement plan Dave handed out. There are currently accessibility issues identified that are working on being remedied.	Board consensus is to go ahead with this in the budget for 2026		

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
Financial Reports				
Financials	Financials were unavailable			
NDIRF Conferment of benefits	We will be getting a refund from NDIRF			
CD Renewals	Two CDs' are maturing on April 12 th	Mgr. Jones motions to allow the Cd's to mature and deposit the funds into the Bravera Wealth Account. Mgr. Smith seconds. Motion carried by unanimous roll call vote.		
Drainage Permits/Complaints/ Issues: Open	River Road – Casey from the Burleigh County Highway Dept, they were waiting for it to dry out before completing this.			
	Keelboat Park/Municipal 6 th plat – Easements were found to not be shown properly on this plat. City engineer is working on correcting this.			
	Don Hoge – Complaint received by Michael. Glenview Township is working with the Highway Dept on this. Michael will reach out to Don and let him know that Glenview Township is working on this and if that does not resolve the issue, here is the form to complete.			
Drainage Permits/Complaints/ Issues: Closed				
Projects				
Hoge Island Stabilization				
Access Easement Revisions	Pending – Spring 2025 – No Updates			
HMGP Grant Application	HMGP Grant was resubmitted and is being reviewed			
Stakeholder Meeting	Slide is stable at this time. Barr Engineering is monitoring. Obligation of the if everything plays out exactly as expected would be about \$74,000. If the District concurs, DES will submit the grant application as submitted.	Chairman Landenberger asked for concurrence. Board agreed.		
DWR Web Grant Submittal	We are in a position to submit this now. Michael will move forward.			
Other Old Business				
Burleigh County CRS	Due to FEMA restricting travel, the CAV visit scheduled for May 6-7 has been delayed. Things are still moving forward.			

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
	HB 2027 did pass relating to townships and floodplain management.			
New Business				
2025 Legislative Update	Mgr. Reep discussed several bills in the legislature currently.			
Extension of Time/Water Permit No. 6071	No Update			
LowKey Contract	Should have insurance by end of month			
Multi-Hazard Mitigation Plan Update	Mary Senger is looking for a board member to help update the flood information history. Mgr. Smith offers to help with this.			
NDIRF Annual Meeting	FYI only			
Temporary Water Permits	FYI only			
Plats & SWMPS	Available upon request			
Approval of Bills	Bills were presented totaling \$173,332.08 (1 Bill added in the amount of \$106.92)	Mgr. Reep motions to approve payment of bills, Mgr. Jones seconds. Motion carried by unanimous roll call vote.		
Adjourn for Executive Session	9:12 AM	Mgr. Reep motions to adjourn and reconvene in executive session. Mgr. Jones 2nd. Motion passes via voice vote.		
Reconvene from Executive Session	9:32 am. Letters will be sent to owners summarizing their options.			
Next Meeting	The next regularly scheduled meeting date is Wednesday, May 14, 2025, at 8:00 AM in the Tom Baker Room.			

With no further business the meeting adjourned at 9:32 a.m.

Wendy Egli, BCWRD Admin. Secretary

REQUEST FOR QUOTATIONS

FOR THE CONSTRUCTION OF MCDOWELL DAM BANK STABILIZATION 2024 PROJECT BISMARCK, NORTH DAKOTA

The Burleigh County Water Resource District, Bismarck, North Dakota, invites and will receive quotations for the furnishing of all transportation, labor, materials, tools, equipment, services, permits, utilities, and other items necessary to construct the McDowell Dam Bank Stabilization 2024 Project, in accordance with the attached drawings and contract documents.

Quotations shall conform to and be responsive to the Contract Documents for the work. The Contract Documents will be provided digitally in the form of .pdf files. Quotations shall be provided to the Burleigh County Water Resources District on or before June 10, 2025. Quotations may be submitted by email to the Burleigh County Water Resources District at **bcwrd@midco.net** or submitted by mail in a sealed envelope to **Houston Engineering, Inc** at **3712 Lockport Street, Bismarck, ND 58503**.

The scope of work consists of work items including but not limited to: Mobilization; Clearing & Grubbing; Geotextile Fabric and Riprap; Topsoil Stripping; Seeding; Erosion Control; Trail Closure Barricades; Trail Restoration; and Safety Fence plus other associated and incidental items.

Should the Owner choose to accept a proposal, the Bidder shall furnish payment and performance bonds as required by the Contract Documents, and the Bidder shall within ten (10) days after Notice of Award execute a contract in accordance with the terms of the bid and contractor's performance and payment bonds as required by law and the regulations and determinations of the Burleigh County Water Resource District. All quotation prices shall be valid for a minimum of 30 days from the date of receipt by the Engineer.

All prospective Contractors shall hold a valid North Dakota Contractor's license of the proper class and shall provide a copy of the license or Certificate of Renewal of the license with the proposal form. The Contractor shall

Work shall be substantially complete no later than **September 1, 2025**, with final site restoration work completed no later than **October 1, 2025**.

The Burleigh County Water Resource District reserves the right to reject any and all bids, and to waive any and all irregularity in any bid.

BY THE ORDER OF THE BURLEIGH COUNTY WATER RESOURCE DISTRICT, BISMARCK, NORTH DAKOTA.

Dated: 4/28/2025

James Landenburger /s/

James Landenburger, Chairman



HOUSTON ENGINEERING, INC.

PROJECT MANUAL

FOR

McDowell Dam Bank Stabilization 2024 Project

AT

**BISMARCK,
NORTH DAKOTA**

PREPARED FOR:

**BURLEIGH COUNTY WATER RESOURCE
DISTRICT**

SPECIFICATION DATE: May 2025

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Confidential and Proprietary – Not to be Copied

ENGINEER'S CERTIFICATE

I, Michael H. Gunsch, a Registered Professional Engineer in the State of North Dakota, hereby certify that the plans for the McDowell Dam Bank Stabilization 2024 Project, Bismarck, North Dakota were prepared under my supervision and are complete and correct to the best of my knowledge and belief.

May 5, 2025

Michael H. Gunsch, P.E.
Registered Professional Engineer
North Dakota Registration No. 3052

Date



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15. Fence
16. Walking Path Restoration
17. Walking Path Closure
18. Construction Access and Haul Route

VI. FORMS

1. Field Order
2. Change Order
3. Contractor – Landowner Agreement Form

I. INFORMATION TO BIDDERS

A. BID PROCEDURES

1. Burleigh County Water Resource District hereafter called the “Owner”, will receive bids on the attached proposal form. All blanks on the proposal must be appropriately filled in and left attached to the project manual. The bid must be properly executed, signed and placed in an envelope addressed to “Burleigh County Water Resource District” and designated as “McDowell Dam Bank Stabilization 2024 Project, Bismarck, North Dakota” or transmitted via email to the Burleigh County Water Resources District at bcwrd@midco.net.
2. The Bidders shall acknowledge receipt of all addenda on both the outside of the envelope and on the appropriate blanks on the proposal documents. Mailed bids shall be received at the office of Houston Engineering, Inc. at 3712 Lockport Street, Bismarck ND by **June 10th, 2025 at 11:00 A.M.** local time, at which time the bids will be opened and read aloud.
3. Each bidder shall enclose a copy of their North Dakota Contractors license or certificate of renewal thereof issued by the Secretary of State as required by Section 43-07-12 if the North Dakota Century Code as amended. All bids must be upon the basis of cash payment for the work and materials.
4. The Owner reserves the right to reject any and all bids, to waive any irregularities and to hold all bids for a period not exceeding thirty (30) calendar days after the date of bid opening.
5. Houston Engineering, Inc. 3712 Lockport Street, Bismarck, ND 58503, will furnish any prospective Bidder a .pdf copy of such Plans and Specifications at no cost via email, or physical copies following receipt of payment of **Forty dollars (\$40.00), NON-REFUNDABLE**, or each set of documents requested, or a CD may be obtained with the documents in electronic (.pdf) format following a receipt of payment of **Twenty Five dollars (\$25.00), NON-REFUNDABLE**.
6. Bidders shall satisfy themselves as to the nature of the material to be handled and the local conditions affecting the work, and if conditions are found to be different than anticipated by the Contractor subsequent to the signing of the Agreement, it shall not in any way relieve the Contractor from its obligation or any risks from the fulfillment of all the work and terms of the contract.
8. It will be the responsibility for prospective bidders to visit the site and familiarize themselves with the scope and extent of the work. Failure to visit the site or any site conditions which could reasonably have been determined by examination of the site shall not constitute basis for any claim.

B. AGREEMENT AND DOCUMENTS POST BID

1. The bidder to whom the work is awarded will be required to enter into an Agreement and with the requirement for performance bond, payment bond, certificates of insurance, and Workforce Safety & Insurance Premium Payment Certificate. Said documents shall be delivered to the Consulting Engineer within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder.
2. The Owner, upon receipt of the above described documents and Form of Agreement and all other necessary paperwork signed by the party of whom the Agreement was awarded; and after approval of all permits required, shall sign this Agreement. After receipt of said items and approval of permits, the Consulting Engineer shall issue a Notice to Proceed. The Contractor shall have until **October 1st, 2025**, to complete all Work. The date of commencement shall begin when the Notice to Proceed is issued. Any requests for additional time shall be submitted to the Engineer in accordance with the City of Bismarck Construction Specifications for Municipal Public Works Improvements, January 2024 in Section 104-9. If construction is unfinished by the completion date or any authorized extension thereof, the Contractor will be subject to liquidated damages as specified in the City of Bismarck Construction Specifications for Municipal Public Works Improvements, January 2024 in Section 106-3.

II. GENERAL CONDITIONS

- A. The work shall be performed in accordance with the City of Bismarck Construction Specifications for Municipal Public Works Improvements, January 2024 as supplemented and/or modified by the enclosed Project Special Provisions. It shall be necessary for the Contractor to reference materials in the said specifications not included herein.
- B. The enclosed Project Special Provisions, the City of Bismarck Construction Specifications for Municipal Public Works Improvements, January 2024, the Construction Plans and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both. In case of discrepancy, calculated dimensions will govern over scaled dimensions. In case of discrepancy between plans and specifications, the plans will govern.
- C. The Contractor shall take no advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, the Contractor shall immediately notify Engineer. The Engineer will then make such corrections and interpretations as may be necessary for fulfilling the intent of the Plans and Specifications.
- D. The Contractor will be supplied with a minimum of two sets of approved plans and contract assemblies including Project Special Provisions, one set of which the Contractor shall keep available on the work site at all times.
- E. While it is believed that much of the information pertaining to conditions which may affect the cost of the work are shown on the Plans or indicated in the Specifications, neither the Burleigh County Water Resource District nor Houston Engineering, Inc., hereafter called the “Consulting Engineer”, warrants the completeness or accuracy of such information. The Contractor shall ascertain the existence of conditions affecting the cost of the work, which would have been disclosed by a reasonable examination of the site.
- F. The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Consulting Engineer, County Engineer and other Contractors in every way possible to complete the project within the designated time frame and authorized extensions.
- G. The Contractor shall thoroughly examine all project documents as well as any associated or related Burleigh County Water Resource District or manufacturer’s documents. Any reliance upon information provided shall be solely at the discretion and risk of the Contractor. Owner makes no guarantee that conditions will not vary from those discovered at the time the investigations were conducted.

- H. The Contractor shall consider all federal, state and local laws and regulations that may affect the cost, progress and performance of the work.

III. PROPOSAL

- A.** The Bidder hereby certifies that he has personally examined the location and construction details of work outlined on the plans and specifications for the construction of the McDowell Dam Bank Stabilization 2024 Project Bismarck, North Dakota.
- B.** Further, the bidder certifies that he has read and thoroughly understands the plans and specifications and contract documents governing the work associated with these improvements and the method by which payment will be made for said work.
- C.** In submitting this bid, it is understood that the right to reject any and all bids is reserved to the **Owner**, and it is agreed that this bid may not be withdrawn during the period of days provided in the Information to Bidders.
- D.** The quantities shown are estimated quantities based on information available at the time of design. It is mutually understood that these quantities may change at the time of construction due to changes or unforeseen conditions which may be encountered during construction. Payment will be made for the final amount of work completed at unit prices specified in the contract. Linear and ton quantities may be rounded to the nearest foot or ton. Those quantities for imported materials measured in CY or TON will be paid based on quantity from load tickets collected from a certified scale and provided to the Engineer, or other accepted basis mutually agreed upon BEFORE the material is delivered to site, unless otherwise agreed to in writing.

**McDowell Dam Bank Stabilization 2024 Project
BISMARCK, NORTH DAKOTA**



- E. The Bidder hereby proposes to undertake and complete the work embraced in these improvements in accordance with said plans, specifications, and contract documents and at the following schedule of rates and prices:

McDowell Dam Bank Stabilization 2024 Project					
Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Contract Bond	LSUM	1		
2	Mobilization	LSUM	1		
3	Clearing and Grubbing	LSUM	1		
4	Riprap – Type M	TON	415		
5	Geotextile Fabric – Type RR	SY	458		
6	Trail Closure Barricades and Safety Fence	LS	1		
7	Seeding Class VI	SY	1574		
8	Mulching	SY	1574		
9	Trail Restoration	LSUM	1		
	Total Bid Price =				

F. The Bidder hereby certifies:

1. That this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any groups, associations, or organizations.
2. That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
3. That he has not solicited or induced any person, firm or corporation to refrain from bidding.
4. That he has not sought by collusion or otherwise to obtained for himself any advantage over any other bidder or over the **Owner**.
5. All work performed under this contract shall be by the company or firm to which the contract is awarded and no portion shall be awarded to a subcontractor unless authorized in writing by the **Owner**.
6. He has received addenda:

No.	Dated	Initial
_____	_____	_____
_____	_____	_____
_____	_____	_____

- G.** The following documents are attached and made a condition of this bid: Copy of North Dakota Contractor's License or Certificate of Renewal.
- H.** The **Contractor** shall be required to submit the **entire Project Manual** with the proposal attached.
- I.** The **Contractor** shall indicate the type of organization by placing an "X" in the correct designation.

Individual _____ Partnership _____ Corporation _____

J. The **Contractor** shall fill in the following information regarding their North Dakota Contractor's License:

License Class _____

License Number _____

Date Issued/Renewed _____

K. The **Contractor** shall sign and supply all the following information:

Firm Name _____

Signature _____

Title of Signee _____

Official Address _____

Phone No. (Office) _____

FORM OF AGREEMENT

CONTRACTING PARTIES:

OWNER: Burleigh County Water Resource District
P.O. Box 1255
Bismarck, ND 58502-1255

PROJECT: McDowell Dam Bank Stabilization 2024 Project
Bismarck, ND

THIS AGREEMENT made this _____ day of _____, 2025, by and between the Burleigh County Water Resource District, hereinafter called the OWNER, and _____ hereinafter called the CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete all work indicated in Contract Documents as may be modified in accordance with Contract Documents.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and the completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED, and will substantially complete the same not later than **September 1, 2025**. Project Completion and final site restoration work will be completed no later than **October 1, 2025**.
4. The CONTRACTOR agrees to perform all of the WORK described in CONTRACT DOCUMENTS and comply with the terms therein for the sums shown on the BID Schedule, a copy of which is attached and made part of this Agreement.

5. The term "CONTRACT DOCUMENTS" means and includes the following:
- a. Information to BIDDERS
 - b. Completed BID, copy attached hereto
 - c. BID BOND
 - d. NOTICE OF AWARD
 - e. General Conditions of the CONTRACT
 - f. Performance BOND (North Dakota)
 - g. Payment BOND (North Dakota)
 - h. This Agreement
 - i. Certificates of Insurance
 - j. Power of Attorney
 - k. Contractor's License
 - l. N.D. Sales/Use Tax Clearance
 - m. N.D. Workers Compensation Certificate of Premium Payment
 - n. NOTICE TO PROCEED
 - o. CHANGE ORDERS
 - p. DRAWINGS prepared by Houston Engineering Inc. numbered as follows and dated May, 2025.

<u>Sheet No.</u>	<u>Title</u>
No. 1	Cover Sheet
No. 2	Symbols, Abbreviations, Notes and Quantities
No. 3	Site Map
No. 4	Culvert Installation
No. 5	Trail Relocation
No. 6	Bank Stabilization
No. 7	Culvert Replacement
No. 8	Plant Schedule Overview
No. 9 – 11	Plant Schedule

- q. PROJECT MANUAL prepared by Houston Engineering Inc, dated May, 2025
 - r. ADDENDA:
 - No. _____, dated _____, 20__
 - No. _____, dated _____, 20__
 - No. _____, dated _____, 20__
6. The ENGINEER for this project shall be Houston Engineering acting through its duly qualified representatives or properly designated qualified successors acting on behalf of the OWNER.

7. The OWNER will pay the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS, and related Sections, such amounts and in a manner required by the CONTRACT DOCUMENTS in accordance with the attached BID SCHEDULES.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
9. Retainage shall be as stipulated in Chapter 40-22-37 NDCC as amended.
10. The CONTRACTOR shall pay to the OWNER liquidated damages as specified in the City of Bismarck Construction Specifications for Municipal Public Works Improvements, January 2024 in Section 106-3.

**McDowell Dam Bank Stabilization 2024 Project
BISMARCK, NORTH DAKOTA**



IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies, each of which shall be deemed an original on the date first above written.

OWNER:

By: James Landenberger, Chairman
Burleigh County Water Resource District

ATTEST: _____

Name _____

Title _____

CONTRACTOR:

By: _____
Name

Title

Address

V. SPECIAL PROJECT PROVISIONS

SPECIAL PROVISION NO. 1 Consulting Engineer's Status During Construction

The Consulting Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the Consulting Engineer as Owner's representative during construction are as set forth and will not be changed without written consent of Owner and Consulting Engineer.

Consulting Engineer will make visits to the site at intervals appropriate to the various stages of construction as deemed necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed work. Based on information obtained during such visits and observations, Consulting Engineer, for the benefit of the Owner, will determine, in general, if the work is proceeding in accordance with the Contract Documents. Consulting Engineer will not be required to make exhaustive or continuous inspections on the site to check the quality or quantity of the work. Consulting Engineer's efforts will be directed toward providing for the Owner a greater degree of confidence that the completed work will conform generally to the contract documents. On the basis of such visits and observations, Consulting Engineer will keep the Owner informed of the progress of the work.

Consulting Engineer's visits and observations are subject to all the limitations on Consulting Engineer's authority and responsibility. Particularly, but without limitation, during or as a result of Consulting Engineer's visits or observations of Contractor's work Consulting Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the work.

SPECIAL PROVISION NO. 2 Limitations on Consulting Engineer's Authority

Neither Consulting Engineer's authority or responsibility under this section or under any other provision of the contract documents nor any decision made by Consulting Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Consulting Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Consulting Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

Consulting Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the work. The Consulting Engineer shall have general authority to ensure that all work complies with the plans and specifications and has authority to stop the work when such stoppage may, in his opinion, be necessary to ensure proper execution of the contract and overall project quality. The Consulting Engineer also has the authority to reject all work and materials which do not conform to the plans and specifications and to decide all questions which arise in the execution of the work. The Consulting Engineer shall not be obliged to approve or give opinions as to the construction procedures, methods or means. All such decisions of the Consulting Engineer shall be final.

SPECIAL PROVISION NO. 3 Changes in Work

The Consulting Engineer may authorize minor variations in the work from the requirements of the plans and specifications which do not involve an adjustment in the contract price. Such authorizations should not materially affect the size of the project and shall be compatible with the original design concept. This work may be accomplished by a Field Order and will be binding on the Owner and Contractor. The Contractor shall perform the Field Order work involved promptly.

If the Contractor or Consulting Engineer agree that extra work is necessary that was not contemplated in the plans and that no price has been determined; then, said parties shall endeavor to agree on a price for said work. Assuming an agreeable amount has been determined, the work shall be accomplished by Change Order. Change Orders are subject to approval by the Owner.

If the Contractor contends that additional compensation is due for work or material not covered in the contract, the Contractor shall notify the Consulting Engineer in writing of the intention to file a claim and the basis for additional compensation before beginning or continuing construction of the affected work. If the basis for the claim does not become apparent until after proceeding with the work and it is not feasible to stop the work, the Contractor shall immediately notify the Consulting Engineer the work is continuing and that written notification to file a claim shall be submitted within ten calendar days. The failure to give the required notification or to provide the Consulting Engineer proper assistance in keeping strict account of actual costs will constitute a waiver of the claim. Notification of the claim, and the fact that the Consulting Engineer has kept account of the costs involved, shall not be construed as proving or substantiating the claims validity. The Consulting Engineer will review each claim and within 30 days of the last submittal will recommend either acceptance or denial. Said recommendation will be forwarded to the Owner. The final decision on acceptance of the claim shall rest with the Owner.

The Consulting Engineer may direct work to be done on an hourly basis when the measurement and payment are not practical due to circumstance. Hourly work will be performed according to the Contractor's hourly rates. The Contractor shall submit a

standard rate sheet for manpower and equipment rates prior to beginning Work on the project.

**SPECIAL PROVISION NO. 4
Award and Contract Security**

The Bidder to whom the award is made will be required to enter into a written contract with the Owner. Simultaneously with the Contractor's delivery of the executed contract, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) for the total contract amount as security for the faithful performance of the contract and also a payment bond in an amount not less than one hundred percent (100%) of the total contract amount as security for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract.

Upon award of the Contract, Owner reserves the right to withhold issuance of the Notice to Proceed until the completion of a Jurisdictional Determination and approved Nationwide Permit from the Corps of Engineers. Any delays to the Contractor incurred as a result of waiting for the completion of the permit shall not be the basis for any claim beyond the addition of an equal number of days added to the Substantial Completion and Final Completion dates for the project.

**SPECIAL PROVISION NO. 5
Contractor's Insurance**

Burleigh County Water Resource District and Houston Engineering, Inc. shall also be listed as additional insureds under all required policies.

**SPECIAL PROVISION NO. 6
Utility Note**

It shall be the responsibility of the Contractor to familiarize themselves with the location of all existing sewer and water mains, forcemains and service lines, gas mains, and service lines, telephone, cable television, power, light, telephone poles, fiber optic and guys, valve boxes, and stop boxes and all utility installations that might be affected in the performance of the work. The Contractor shall notify all utility companies at least 48 hours in advance of any construction affecting said utilities, and the Contractor and the Owner shall work out with said utilities any conflicts or changes. The Contractor shall coordinate with utility companies for any temporary or relocated utilities.

**SPECIAL PROVISION NO. 7
Indemnity Agreement**

The Owner and the Contractor agree to indemnify from and against all loss or expense, including attorney's fees and costs by reason of liability imposed by law upon the Owner, its elected or appointed officials or employees for damages because of bodily injury

including death at any time resulting therefrom sustained by any person or persons and on account of damage to property including loss of use thereof, arising out of or in consequence of the performance of the work or other requirement hereunder.

**SPECIAL PROVISION NO. 8
Removals and Debris Cleanup**

Contractor shall remove and dispose of all visible trash and debris, including debris uncovered during the course of the work. The cost for all labor, equipment, materials, transportation and disposal of debris shall be included in the unit price bid for Clearing and Grubbing. Dispose of all material at an approved disposal site, landfill or recycling facility as appropriate.

Extra materials, tools, and temporary structures shall be removed by the Contractor and all dirt, rubbish, and excess material shall be disposed of and the construction area left with a neat appearance. The Contractor shall conduct operations in such manner as to cause minimum inconvenience to adjoining property owners and the public. Any dirt, mud tracking or other debris left on adjacent roadways shall be removed at the end of each work day and all adjacent paved road surfaces shall be cleaned by the use of power broom or other suitable method as approved by the Engineer.

If disturbed by construction activity, adjacent street, access road, trail and parking lot surfacing in both paved and unpaved areas shall be restored to as good as or better than prior to construction by the Contractor. The Contractor will be required to replace paving or gravel surface removed or damaged during the construction work or repair any area disturbed or damaged as a result of Contractor's activity. All costs to repair or replace any surfacing, sidewalk, walking trail or curb and gutter outside of the construction limits which is damaged or removed as a result of construction activity will be at the Contractor's expense.

**SPECIAL PROVISION NO. 9
Erosion Control**

The Contractor will be the originator and signer of the Stormwater Discharge Permit (SWPPP) and will be responsible for controlling erosion and sediment runoff from the project. During the course of the work, the Contractor shall install, maintain and repair if necessary, in accordance with best management practices and the SWPPP, all erosion and siltation control devices established for this project. The Contractor shall minimize tracking of soil and debris onto adjacent properties, roadways and bodies of water and shall minimize all wind and water erosion. Tracking must be removed by the end of each workday. Contractor shall minimize dust and noise from construction activity and shall observe quiet hours from 9pm to 7am. The costs for all labor, equipment and materials to furnish and install erosion control devices established for this project shall be included in the unit price bid for the associated Work.

**SPECIAL PROVISION NO. 10
Landowner Agreements**

The CONTRACTOR shall stay within the construction limits as shown on the plan and any temporary construction easements acquired for the project. The CONTRACTOR shall be responsible for any damage caused by the Contractor, Subcontractors or Suppliers to property outside the construction limits and shall make satisfactory settlement for such damage directly with the property owner and/or tenants involved. CONTRACTOR shall make separate arrangements with landowners on an individual basis if desiring to go beyond the construction limits. CONTRACTOR shall document each separate agreement with landowners in writing and furnish copies of documentation to the Engineer.

**SPECIAL PROVISION NO. 11
Topsoil Stripping**

All areas to be excavated, disturbed or receive fill which have existing topsoil shall have the topsoil stripped and stockpiled at an approved location. Topsoil shall be placed back and spread evenly after construction unless otherwise directed by Engineer. All associated costs for stripping, salvaging and restoring topsoil shall be incidental to the cost of the Work.

**SPECIAL PROVISION NO. 12
Grading**

Contractor shall perform grading and shaping in areas indicated to perform earthwork and shape fill as indicated. All transportation, labor and equipment to perform site grading for shaping shall be incidental to the cost of the Work. This includes final placement, smoothing and shaping of all materials placed. No payment for grading shall be made for Work done beyond the limits or quantity indicated in the plans unless approved in writing or directed by the Engineer.

**SPECIAL PROVISION NO. 13
Riprap**

Riprap of the size indicated shall be placed as directed and as indicated in the project documents and per City specification 802-2.19. All Riprap shall be placed on type RR Geotextile Fabric. The costs for all labor, equipment, materials, logistics, and other incidental items required to furnish, transport and place the riprap shall be included in the unit price bid for Riprap-Type M. All costs for the labor, equipment, materials, logistics, and other incidental items required to furnish and place Type RR Geotextile fabric under the riprap shall be paid for at the unit price bid for Geotextile Fabric Type RR. Alternate riprap placement areas have been identified. Owner may elect to place geotextile fabric and riprap in these areas at Owner's discretion and as directed by Engineer.

**SPECIAL PROVISION NO. 14
Restoration and Seeding**

Upon completion, all areas inside the construction limits that are not gravel or paved shall be restored, properly prepared and seeded (unless otherwise noted). All seeding shall be seeded per City of Bismarck Class VI unless otherwise noted. Seed mixture shall consist of the NDDOT Class II Late Season mix from Table 251-01 of the NDDOT Standard Specifications for Road and Bridge Construction (October 2014), or approved comparable seed mixture. All costs for removing ruts and tracking, restoring all disturbed areas as near as practicable to preconstruction conditions and seeding at all sites in the construction limits shall be included in the unit price bid and plan quantity for Seeding Class VI. Any costs for removing ruts and tracking, restoring grass areas, restoring all disturbed areas as near as practicable to preconstruction conditions and seeding beyond the construction limits shall be at the Contractor's expense. Due to steepness and uneven terrain, seeding shall be conducted by means of surface broadcasting and hand raking to incorporate the seed into the soil.

Temporary Maintenance: Repairs shall be made to seeding as necessary before final acceptance as directed by the ENGINEER. All areas that have been properly seeded and accepted by the ENGINEER that have to be reseeded because of wind or water erosion shall be at the OWNER's expense. All areas damaged by traffic or the construction operations shall be repaired at the CONTRACTOR's expense.

**SPECIAL PROVISION NO. 15
Fence**

Where necessary, existing fences, gates, and other features within the construction limits may be removed and replaced to allow passage and conduct the Work as required. All fences, gates and other features which are removed shall be restored to original or better condition. If materials are damaged or cannot be placed back in original or better condition, they shall be replaced with new materials, or other remedy as acceptable to the property owner shall be provided. All costs to remove and reset existing fence, gates and associated features will not be paid for separately and shall be included in the unit price bid for the associated Work.

**SPECIAL PROVISION NO. 16
Trail Restoration**

Existing trails that are damaged by haul truck traffic will be repaired after the bank stabilization work is completed. After all hauling and traffic on the trail is completed, the trail shall be restored. All costs for labor, materials and equipment to restore the trail shall be incidental to the cost of the Work.

**SPECIAL PROVISION NO. 17
Walking Path/Trail Closure**

The Work will be conducted in a public area frequented by pedestrian and recreational traffic and the Contractor shall be alert for pedestrians in the work zone. Before Work commences, Contractor shall erect Trail Closure Barricades and orange Safety Fence at the locations indicated and as directed if additional barricades or fence are needed. Barricades and Safety Fence shall be maintained throughout the duration of the project to separate the general public from the construction area and deter entrance by pedestrians. Contractor shall furnish and install signage as appropriate to inform the general public of the active work zone and that the area is closed to pedestrian traffic. Signage shall be included with the Trail Closure Barricades and Safety Fence. Contractor shall coordinate with the Park District for the trail closure and placement of the barricades and to give notice to the general public of the closure. All costs to furnish, install, maintain and to remove upon completion shall be included in the unit price bid for Trail Closure Barricades and Safety Fence.

**SPECIAL PROVISION NO. 18
Construction Access and Material Staging**

The Contractor shall not deviate from approved haul routes shown in the contract documents without written permission from the Owner or the Engineer. Damages caused by the Contractor's equipment deviating from approved haul routes shall be repaired at the Contractor's sole expense.

Construction materials shall be staged in approved areas designated in the contract documents. The Contractor shall not stage equipment or construction materials outside of the designated staging area without written permission from the Owner or the Engineer. The Contractor shall review the site and determine what considerations, if any, are needed to accommodate the trucks and equipment being used.

All costs for all labor, equipment, materials, and incidentals to access the site and to perform all ground restoration as necessary, to include removing ruts and loosening soil on cultivated land, for all areas where access was made to as near as practicable to original conditions shall be incidental to the cost of the Work.

VI. FORMS

1. Field Order
2. Change Order
3. Contractor – Landowner Agreement Form

FORMS

NOTICE OF AWARD

Date of Issuance:

Owner:

Owner's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[Description of work to be completed]

The Contract Price of the awarded Contract is **[Bid Price]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in the General Conditions.

Owner: **[Owner]**

By (signature): _____

Name (printed): _____

Title: _____

Copy: **[Engineer]**

NOTICE TO PROCEED

Owner: Burleigh County Water Resource District Owner's Project No.: _____
Engineer: Houston Engineering, Inc. Engineer's Project No.: 1032-0100
Contractor: _____ Contractor's Project No.: _____
Project: McDowell Dam Bank Stabilization 2024
Contract Name: McDowell Dam Bank Stabilization 2024 Project
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

[or]

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: [Full formal name of Owner]
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer

SECTION 1404 - PAYMENT BOND

KNOW ALL MEN: That we _____
hereinafter called the Principal, and _____
_____ and

_____ and
hereinafter called the Surety or Sureties, are held and firmly bound onto _____
hereinafter called the Owners, and to such persons, firms and corporations who may
furnish materials for, or perform labor on the work, building or improvements,
contemplated in the contract hereinafter mentioned, in the sum of _____
_____ Dollars (\$_____) for
the payment whereof the Principal and Surety, or Sureties, bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has by means of a written agreement dated _____
entered into a contract with the Owner for _____
a copy of which Agreement is by reference made a part hereof.

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall
faithfully perform the Contract on his part, and satisfy all claims and demands incurred
for the same and shall fully indemnify and save harmless the Owner from all costs and
damage which he may suffer by reason of failure so to do and shall fully reimburse and
repay the Owner all outlay and expense which the Owner may incur in making good any
such default and shall promptly make payment to all persons supplying labor or material
for use in the prosecution of the work provided for in such contract, then this obligation
shall be null and void; otherwise, it shall remain in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of the Contract,
or in the work to be done under it, or the giving by the Owner of any extension of time
for the performance of the Contract or any other forbearance on the part of either the
Owner or the Principal to the other shall not in any way release the Principal and the
Surety, or Sureties, or either or any of them, their heirs, executors, administrators,
successors or assigns from their liability hereunder, notice to Surety, or Sureties, of any
alteration, extension or forbearance being hereby waived.

This bond is made for the use and benefit of all persons, firms and corporations who
may furnish any material or perform any labor for or on account of said work, building or
improvements and they and each of them are hereby made obligees hereunder the

same as if their own proper names were written herein as such, and they and each of them may sue hereon.

Signed and Sealed this _____ day of _____ 20__.

In the presence of:

_____	_____ (Seal)
_____	as to _____
_____	_____
_____	_____ (Seal)
_____	as to _____
_____	_____
_____	_____ (Seal)
_____	as to _____
_____	_____

SECTION 1403 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____

(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called the Contractor, and _____

(Here insert the legal title of Surety)

as Surety, hereinafter called the Surety, are held and firmly bound unto _____

(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called the Owner, in the amount of _____
_____ Dollars (\$_____) for the payment
whereof the Contractor and the Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement, dated _____, 20____,
entered into a contract with the Owner for _____

Here insert full name and title)

which Contract is by reference made a part hereof, and is hereinafter referred to as the
Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the
Contractor shall promptly and faithfully perform said Contract, then this obligation shall
be null and void; otherwise it shall remain in full force and effect.

- a) The Surety hereby waives notice of any alteration or extension of time made by
the Owner.
- b) Whenever the Contractor shall be and declared by the Owner to be in default
under the Contract, the Owner having performed the Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly
 - 1) Complete the Contract in accordance with its terms and conditions, or
 - 2) Obtain a bid or bids for submission to the Owner for completing the
Contract in accordance with its terms and conditions, and upon
determination by Owner and Surety of the lowest responsible bidder,
arrange for a contract between such bidder and Owner, and make
available as work progresses (even though there should be a default or a

succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, including others costs and damages for which the Surety may be liable hereunder, but not exceeding the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

- c) Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.
- d) No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

SIGNED AND SEALED THIS _____ day of _____, 20__.

In the presence of:	_____(Seal)
	Principle
_____ Witness	_____ Title
_____ Witness	_____(Seal) Surety
_____ North Dakota Resident Agent	_____ Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Month/Date/Year

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: Name of Insurance Company	Enter NAIC#
	INSURER B: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER C: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER D: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER E: Name of Insurance Company (if applicable)	Enter NAIC#

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/>	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> _____	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A	<input checked="" type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$Enter Amount	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	EACH OCCURRENCE	\$Enter Limit
						AGGREGATE	\$Enter Limit
							\$
							\$
							\$
A	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
	<input type="checkbox"/>	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

NAWS Minot Water Treatment Facility Phase II Improvements (Contract 7-1B). The North Dakota State Water Commission, and Houston Engineering, Inc., including their agencies, officers, directors, partners, employees, agents, consultants and subcontractors are included as additional insureds on the Commercial General Liability and Excess/Umbrella Liability policies. Unless precluded by law, all policies waive the right to recovery or subrogation against the North Dakota State Water Commission, and Houston Engineering, Inc.

CERTIFICATE HOLDER

North Dakota State Water Commission
State Office Building
900 East Boulevard Avenue
Bismarck, ND 58505-0850

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Contractor's Application for Payment

Owner: _____ Engineer: _____ Contractor: _____ Project: _____ Contract: _____	Owner's Project No.: _____ Engineer's Project No.: _____ Contractor's Project No.: _____																																				
Application No.: _____ Application Date: _____																																					
Application Period: From _____ to _____																																					
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 10%; text-align: center;">\$</td><td style="width: 20%; text-align: center;">-</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: center;">\$</td><td style="text-align: center;">-</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: center;">\$</td><td style="text-align: center;">-</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: center;">\$</td><td style="text-align: center;">-</td></tr><tr><td>5. Retainage</td><td></td><td></td></tr><tr><td> a. _____ X \$ _____ Work Completed</td><td style="text-align: center;">\$</td><td style="text-align: center;">-</td></tr><tr><td> b. _____ X \$ _____ Stored Materials</td><td style="text-align: center;">\$</td><td style="text-align: center;">-</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: center;">\$</td><td style="text-align: center;">-</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: center;">\$</td><td style="text-align: center;">-</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td></td><td></td></tr><tr><td>8. Amount due this application</td><td style="text-align: center;">\$</td><td style="text-align: center;">-</td></tr><tr><td>9. Balance to finish, including retainage (Line 3 - Line 4)</td><td style="text-align: center;">\$</td><td style="text-align: center;">-</td></tr></table>		1. Original Contract Price	\$	-	2. Net change by Change Orders	\$	-	3. Current Contract Price (Line 1 + Line 2)	\$	-	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-	5. Retainage			a. _____ X \$ _____ Work Completed	\$	-	b. _____ X \$ _____ Stored Materials	\$	-	c. Total Retainage (Line 5.a + Line 5.b)	\$	-	6. Amount eligible to date (Line 4 - Line 5.c)	\$	-	7. Less previous payments (Line 6 from prior application)			8. Amount due this application	\$	-	9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-
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8. Amount due this application	\$	-																																			
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-																																			
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																																					
Contractor: _____																																					
Signature: _____ Date: _____																																					
Recommended by Engineer By: _____ Title: _____ Date: _____	Approved by Owner By: _____ Title: _____ Date: _____																																				
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____																																				

Contractor's Application for Payment

Owner:	_____	Owner's Project No.:	_____
Engineer:	_____	Engineer's Project No.:	_____
Contractor:	_____	Contractor's Project No.:	_____
Project:	_____		
Contract:	_____		

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
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Original Contract Totals					\$ -		\$ -	\$ -	\$ -		\$ -

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:		Owner's Project No.:	
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:			
Contract:			

Application No.:		Application Period:		From		to		Application Date:			
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
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CHANGE ORDER NO.: [Number of Change Order]

Owner:

Engineer:

Contractor:

Project:

Contract Name:

Date Issued:

Owner's Project No.:

Engineer's Project No.:

Contractor's Project No.:

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Accepted by Contractor

By: _____

Title: _____

Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

FIELD ORDER NO.: [Number of Field Order]

Owner:

Owner's Project No.:

Engineer:

Engineer's Project No.:

Contractor:

Contractor's Project No.:

Project:

Contract Name:

Date Issued:

Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:
Engineer:
Contractor:
Project:
Contract Name:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

RELEASE OF CLAIMS AND AFFIDAVIT

For and in consideration of the receipt of final payment in the amount of \$____ from the North Dakota Natural Resources Trust under and pursuant to Contract No. _____ for Arnold Burian Wetland Restoration Project, the undersigned hereby does remise, release, and discharge Mercer County Commission, its officers, agents, and employees of and from any and all claims and demands whatsoever under or arising from the said contract, except specified claims in state amounts listed as follows:

This release has been executed this _____ day of _____ 20 _____.

(Contractor)

By: _____

(Title)

State of _____

County of _____

BEFORE ME, the undersigned Notary, _____, on this _____ day of

_____, _____, personally appeared _____

, a representative authorized to conduct business for _____, and known to me to be a credible person and of lawful age, who being by me first duly sworn on his oath, deposes and says:

All material suppliers and subcontractors have been paid in full for the project identified above.

Signature of Affiant

Typed or Printed name of Affiant

Address of Affiant

Subscribed and sworn to before me, this _____ day of _____, _____.

[Notary Seal]

Signature of Notary

Typed or Printed name of Notary

My Commission expires: _____, _____

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CONTRACT DRAWINGS

CONSTRUCTION PLANS FOR
BURLEIGH COUNTY WATER RESOURCE DISTRICT
MCDOWELL DAM BANK STABILIZATION 2024
BISMARCK, ND
MAY 2025

GOVERNING STANDARDS:

MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), 2009 EDITION. THIS SPECIFICATION INCLUDES THE SHAPES, COLORS, AND FONTS USED IN ROAD MARKINGS AND SIGNS. ALL TRAFFIC CONTROL DEVICES MUST CONFORM TO THESE STANDARDS.

GOVERNING SPECIFICATIONS:

CONSTRUCTION SPECIFICATIONS FOR MUNICIPAL PUBLIC WORKS IMPROVEMENTS, ADOPTED BY THE CITY OF BISMARCK, NORTH DAKOTA, REVISED JANUARY 2024, SHALL APPLY TO ALL STANDARD DRAWINGS CURRENTLY IN EFFECT AND OTHER CONTRACT PROVISIONS SUBMITTED HEREIN.

UTILITY NOTE:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION, AS-BUILT MAPS AS PROVIDED BY MUNICIPALITIES OR UTILITY COMPANIES, AND/OR EXISTING DRAWINGS. THERE IS NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN INDICATE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. NOR IS THERE A GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY RESULT FROM THEIR FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.

ENGINEER'S CERTIFICATE

I, MICHAEL H. GUNSCH, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE CONSTRUCTION PLANS FOR THE MCDOWELL DAM BANK STABILIZATION 2024, BISMARCK, ND WERE PREPARED UNDER MY SUPERVISION AND ARE COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

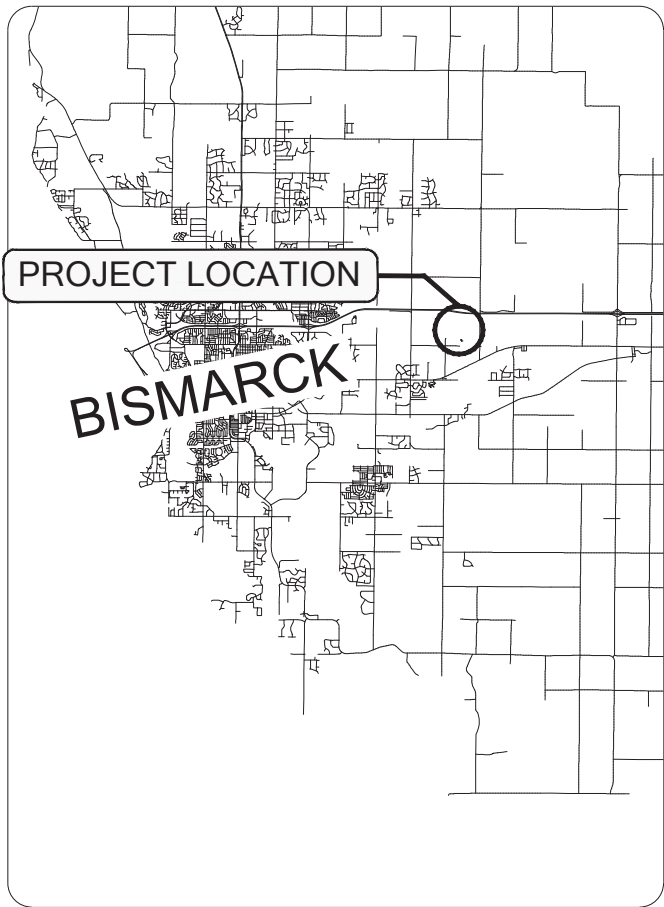
Michael H Gunsch May 5, 2025
DATE:

MICHAEL H. GUNSCH, PE
REGISTERED PROFESSIONAL ENGINEER
NORTH DAKOTA REGISTRATION NO. PE-3052

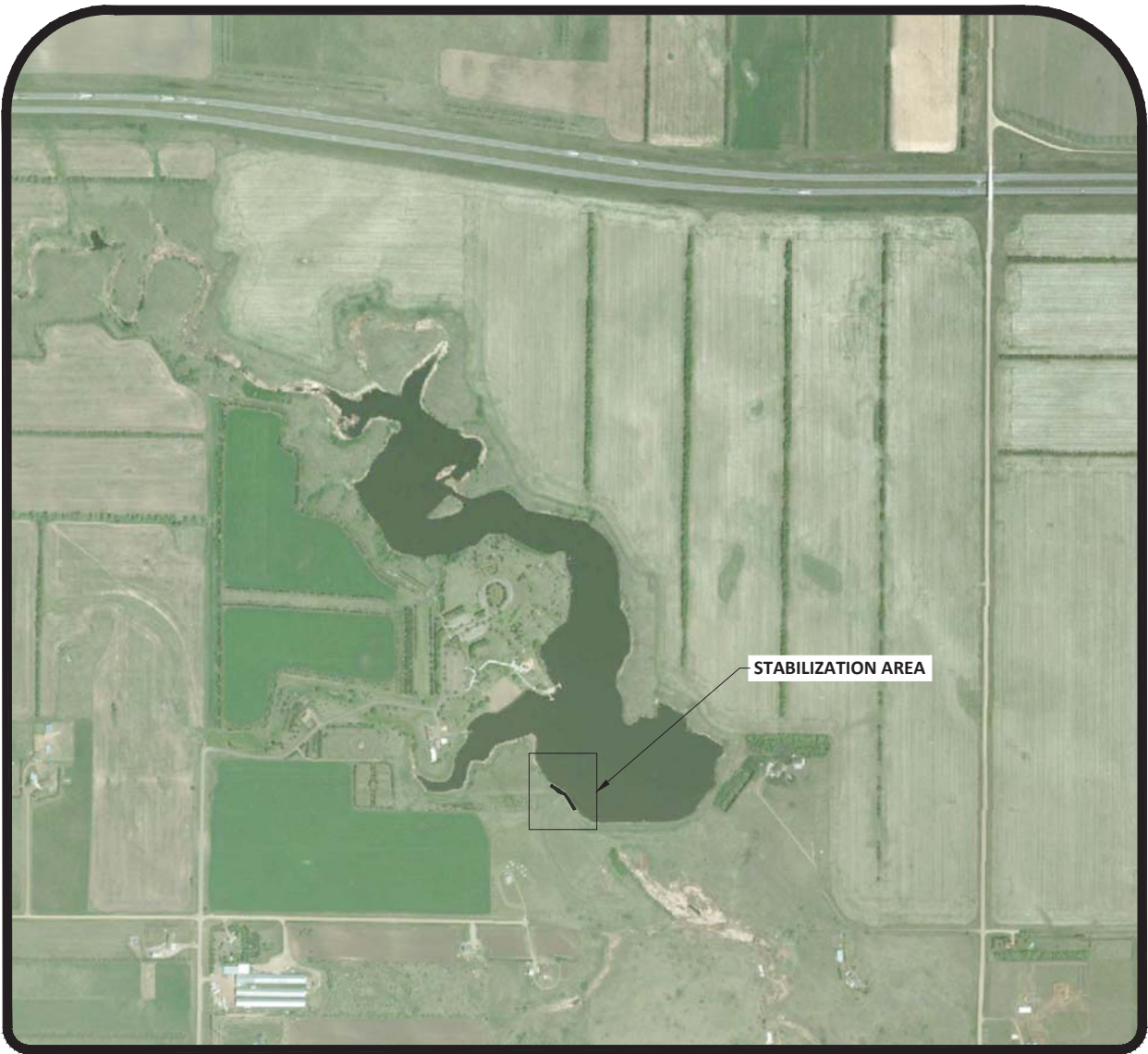


SURVEY INFORMATION

HORIZONTAL DATUM: NAD 83
VERTICAL DATUM: NAVD 88
COORDINATE SYSTEM: ND STATE PLANE SOUTH ZONE
UNIT OF MEASURE: INTERNATIONAL FOOT
NOTE:



VICINITY MAP



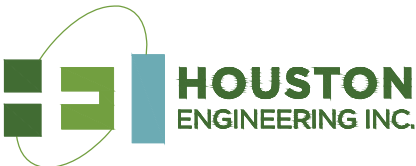
LOCATION MAP

SHEET INDEX

4 PAGES

1. COVER SHEET
2. ABBREVIATIONS, LEGEND, NOTES & QUANTITIES
3. SITE MAP
4. BANK STABILIZATION

PREPARED BY:



BISMARCK, NORTH DAKOTA

H:\JRN\100010321032_0100_002 McDowell Dam Bank Stabilization 2024\CAD\Plans\Notes_Quantities_Legends.dwg-2 NOTES QUANTITIES LEGEND-5/2/2025 8:13 AM-(jpegers)

LEGEND

WATER MAIN
SANITARY SEWER MAIN
SANITARY SEWER FORCE
STORM SEWER MAIN
STORM INLET
SANITARY MANHOLE
STORM MANHOLE
UTILITY MANHOLE
CLEANOUT
FIRE HYDRANT
GATE VALVE
CURBSTOP
WELL
UTILITY POLE
W / GUY WIRE
LIGHT POLE
TELEPHONE RISER
ELECTRICAL PLUG IN
AC UNIT
ELECTRICAL BOX
ELECTRIC METER
GAS METER
TRANSFORMER
OVERHEAD POWER
UNDERGROUND ELECTRIC
UNDERGROUND TELEPHONE
UNDERGROUND FIBER OPTIC
CABLE TV
GAS MAIN
CONIFEROUS TREE
DECIDUOUS TREE
SHRUB
HEDGE
SIGN
GUARD POST
FENCE
BARBWIRE FENCE
CHAIN LINK FENCE
STEEL FENCE
VINYL FENCE
WOOD FENCE
RAILROAD TRACKS

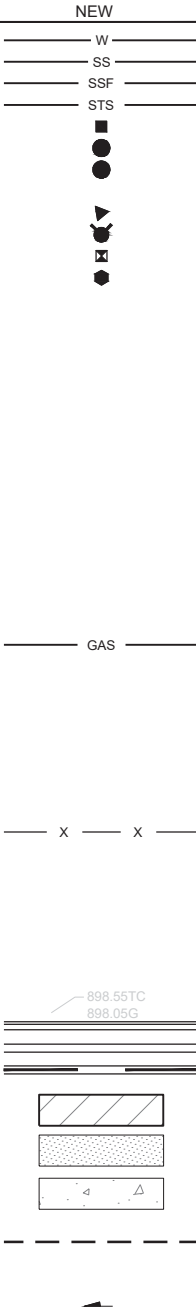
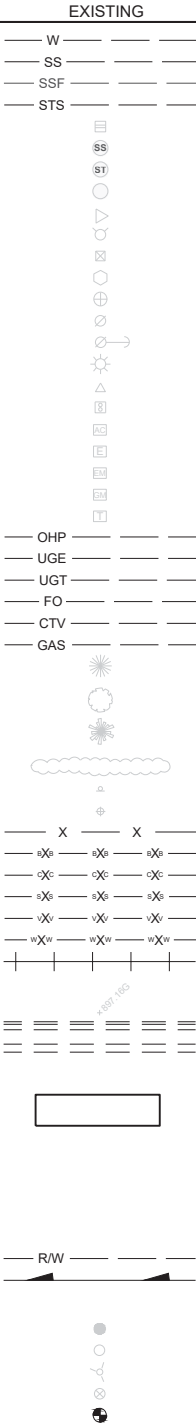
SPOT ELEVATION
STANDARD CURB & GUTTER
MOUNTABLE CURB & GUTTER
CURB & INVERTED GUTTER

BUILDING

NEW ASPHALT

NEW CONCRETE

THICKENED EDGE SIDEWALK
RIGHT OF WAY LINE
DIRECTION OF DRAINAGE
DRAINAGE DIRECTION
IRON MONUMENT FOUND
IRON MONUMENT SET
CHISELED MARK ON CONCRETE
PK NAIL
SOIL BORING



ESTIMATED QUANTITIES

Item No.	Description	Unit	QUANTITY
1	CONTRACT BOND	LSUM	1
2	MOBILIZATION	LSUM	1
3	CLEARING AND GRUBBING	LSUM	1
4	RIPRAP-TYPE M	TON	415
5	GEOTEXTILE FABRIC TYPE RR	SY	458
6	TRAIL CLOSURE BARRICADES & SAFETY FENCE	LSUM	1
7	SEEDING CLASS VI (~60 SY)	SY	1574
8	MULCHING	SY	1574
9	TRAIL RESTORATION	LSUM	1

BASIS OF ESTIMATE

1.8 TONS/CY CONVERSION FACTOR FOR RIPRAP

CONSTRUCTION NOTES

- CONSTRUCTION STAKING WILL BE SUPPLIED BY THE OWNER. THE CONTRACTOR SHALL PROTECT AND PRESERVE ALL SURVEY STAKES AND MONUMENTS. STAKES OR MONUMENTS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE BY A REGISTERED SURVEYOR.
- THIS PROJECT SHALL BE COVERED UNDER A STATE OF NORTH DAKOTA, NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER DISCHARGE PERMIT. THE CONTRACTOR WILL BE THE ORIGINATOR AND SIGNER OF THIS PERMIT AND BE RESPONSIBLE FOR CONTROLLING EROSION AND SEDIMENT RUNOFF FROM THE PROJECT. THE CONTRACTOR SHALL SUBMIT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) TO THE ENGINEER FOR REVIEW PRIOR TO COMMENCING ANY WORK ON THE PROJECT SITE.
- CONTRACTOR SHALL PLACE EROSION CONTROL AS REQUIRED BY NPDES PERMIT AND AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL NOTIFY SURVEYOR 72 HOURS IN ADVANCE FOR ANY SURVEY STAKING REQUESTS.
- THE CONTRACTOR SHALL KEEP ALL STOCKPILES AND CONSTRUCTION EQUIPMENT WITHIN THE DESIGNATED CONSTRUCTION LIMITS VIA TEMPORARY CONSTRUCTION EASEMENT. CONTRACTOR SHALL BECOME FAMILIAR WITH AND SHALL ABIDE BY THE TERMS OF THE EASEMENT WITH FULL COOPERATION GIVEN TO THE LANDOWNER. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY AGREEMENT WITH ADJACENT LANDOWNERS ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR ALL PROJECT SITE SAFETY.
- ALL BENCHMARKS ARE NAVD 88.
- ALL PERMITS SHALL BE OBTAINED BY THE CONTRACTOR.
- GRADE AND SHAPE AS NECESSARY USING ON SITE MATERIAL. SOIL MUST BE FREE FROM MASSES OF ORGANIC MATTER, STICKS, BRANCHES, ROOTS, AND OTHER DEBRIS, INCLUDING HAZARDOUS AND REGULATED SOLID WASTES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO "MAINTENANCE TRAIL" CAUSED BY CONSTRUCTION ACTIVITIES. "MAINTENANCE TRAILS" SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION OR BETTER PRIOR TO ACCEPTANCE OF THE WORK.

SITE PLAN CONSTRUCTION NOTES

- ALL CONSTRUCTION MUST CONFORM TO THE MOST RECENT EDITION OF THE CITY OF BISMARCK CONSTRUCTION SPECIFICATIONS FOR MUNICIPAL PUBLIC WORKS IMPROVEMENTS AS WELL AS STATE COUNTY AND FEDERAL REQUIREMENTS.
- ALL PERMITS NECESSARY FOR THE WORK OF THE CIVIL PLANS SHALL BE PAID AND OBTAINED BY THE CONTRACTOR.

GRADING CONSTRUCTION NOTES

- THE CONTRACTOR SHALL PERFORM CLEARING AND GRUBBING.
- UNSATISFACTORY MATERIALS AS DESCRIBED IN THE CITY SPECIFICATIONS SHALL BE REMOVED FROM THE SITE.
- PROPOSED CONTOURS SHOWN ARE TO FINAL GRADE (TOP OF RIPRAP).



No.	Revision	Date	By



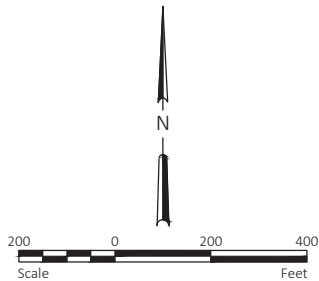
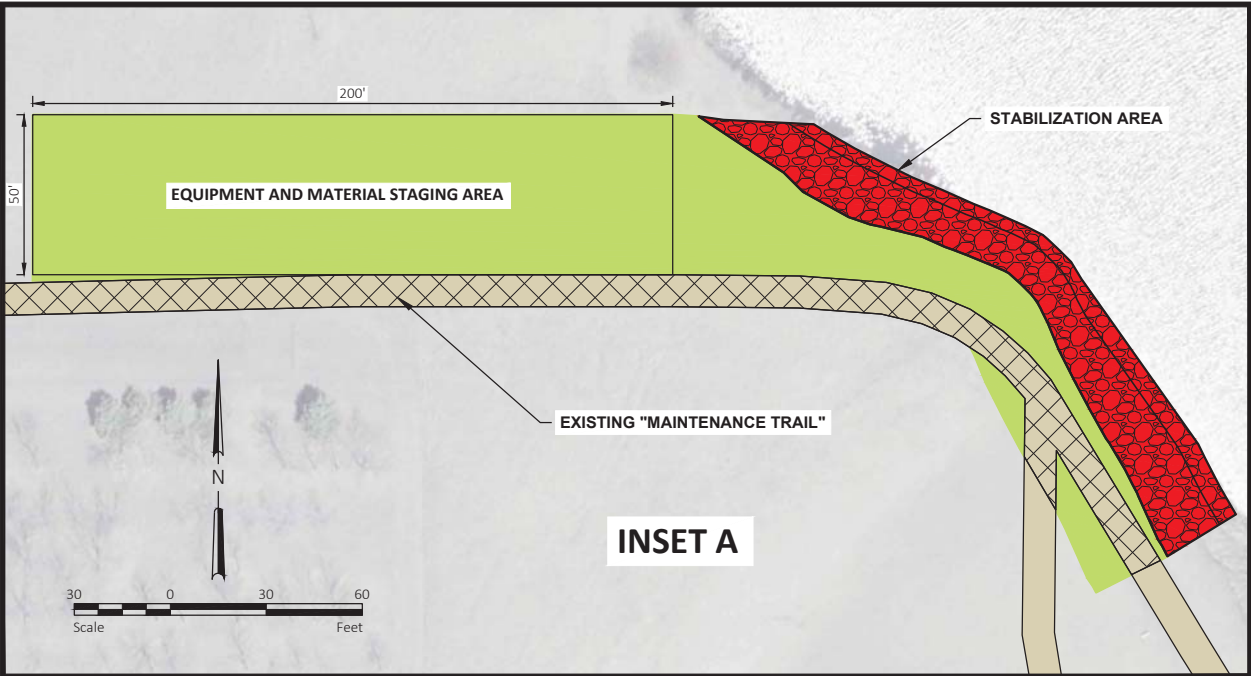
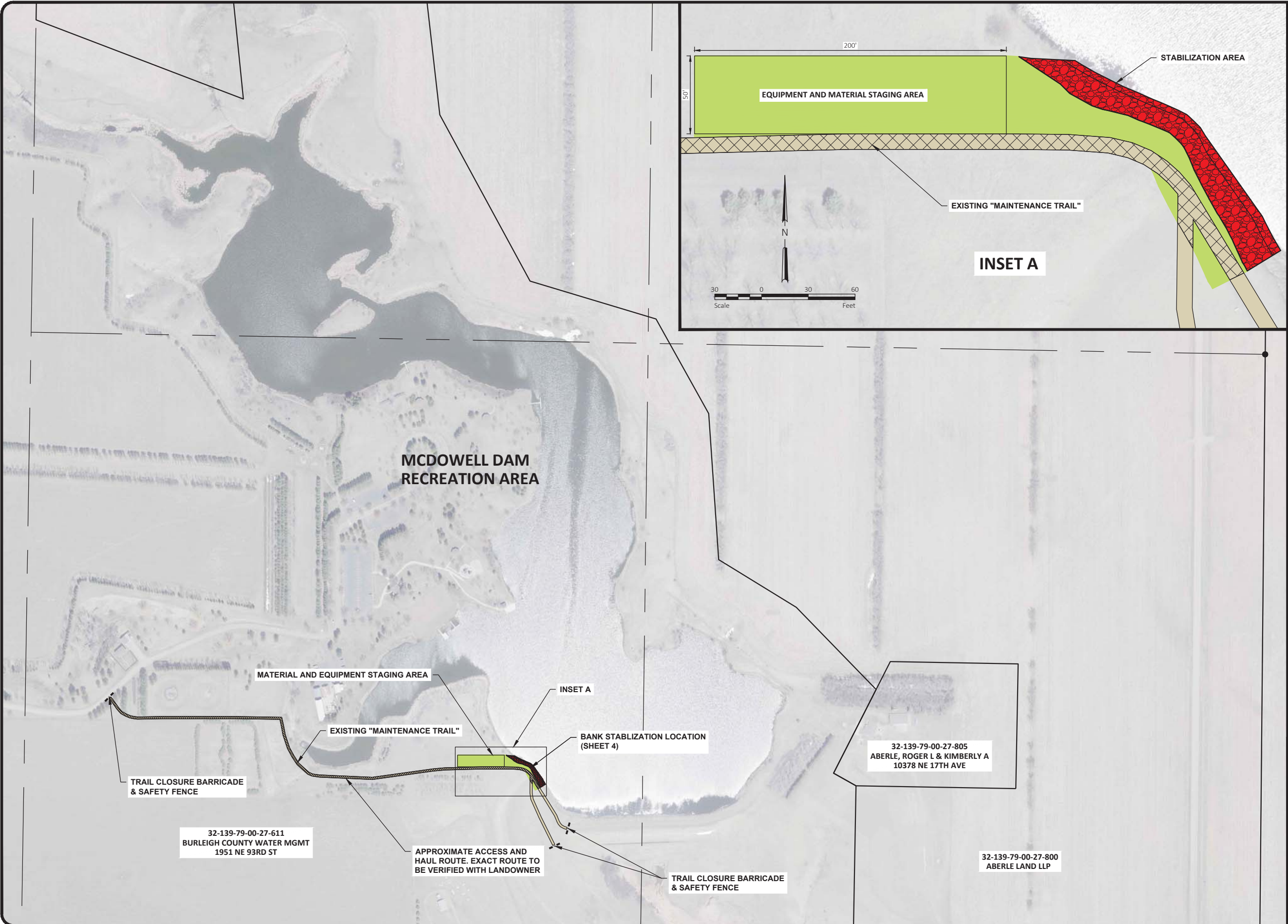
Drawn by JP	Date 5-2-25
Checked by MG	Scale AS SHOWN

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

NOTES, QUANTITIES,
LEGEND
PROJECT NO. 1032-0100-200

SHEET
2

H:\BNA\1000\1032\1032_0100_002 McDowell Dam Bank Stabilization 2024\CAD\plans\Site Map.dwg-3 SITE MAP-5/2/2025 8:13 AM-(jpegoris)



No.	Revision	Date	By



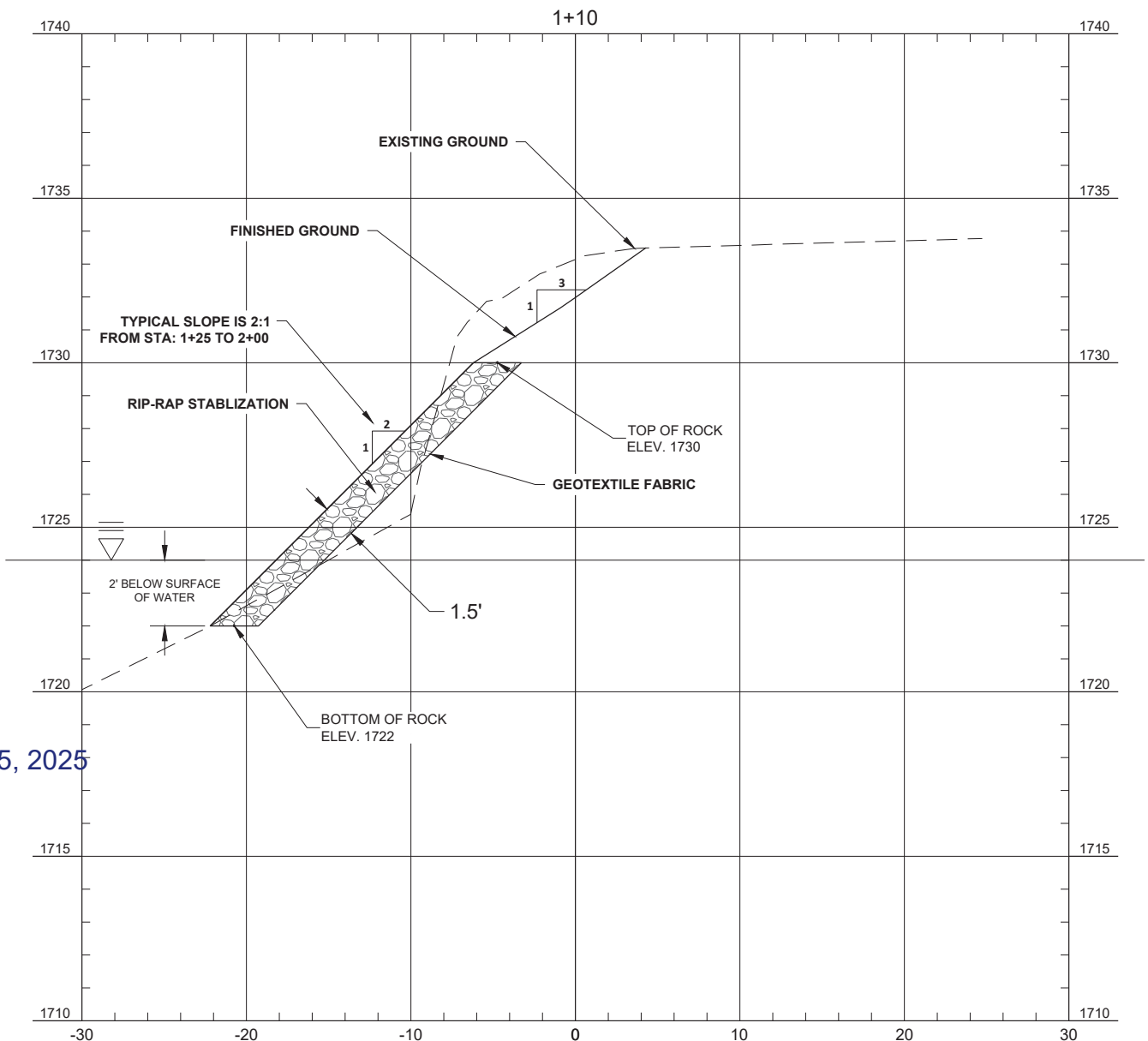
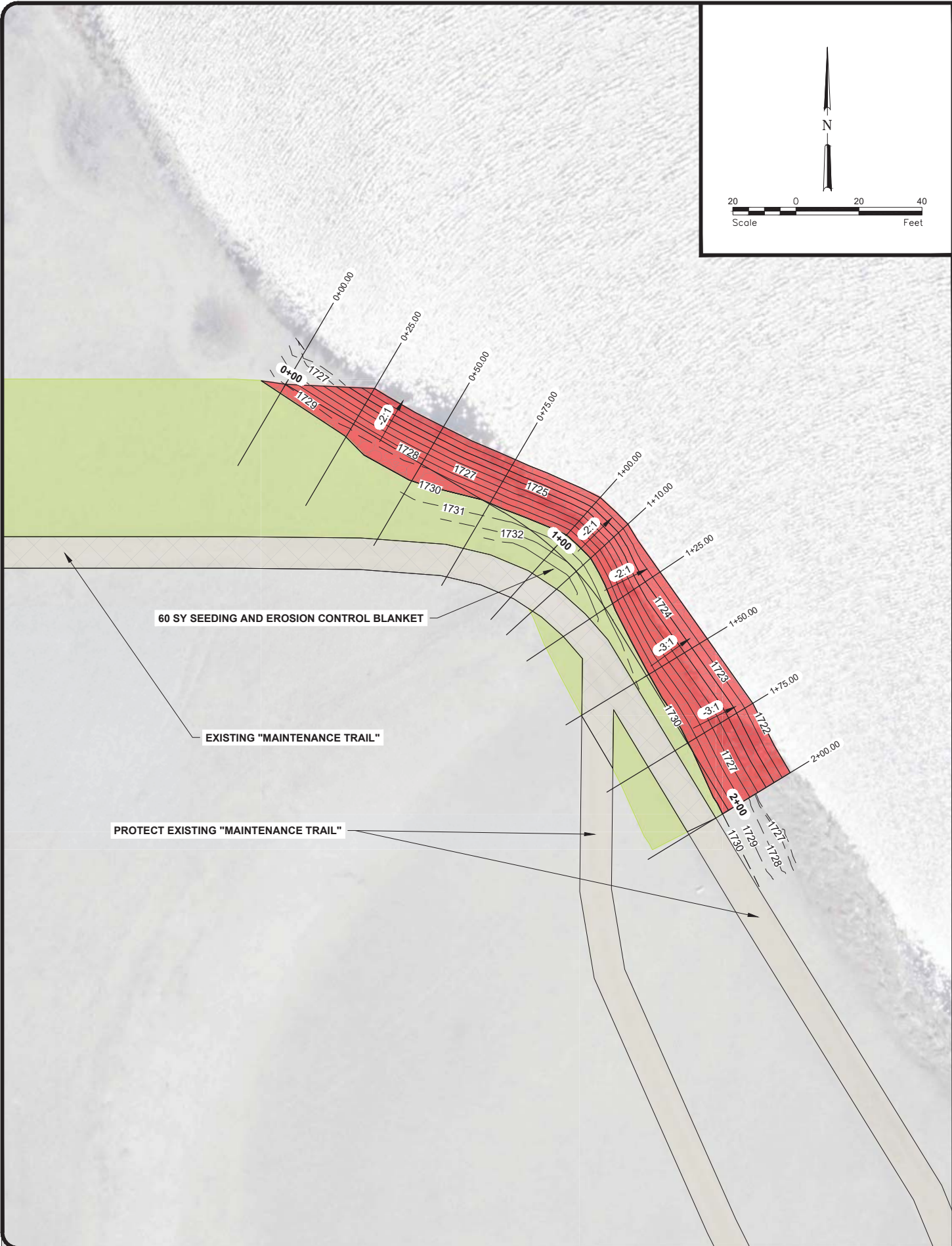
Drawn by JP	Date 5-2-25
Checked by MG	Scale AS SHOWN

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

SITE MAP
PROJECT NO. 1032-0100-200



SHEET
3

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May 5, 2025

LEGEND:

-  PRIMARY RIPRAP & GEOTEXTILE
-  CONSTRUCTION HAUL ROUTE

RIPRAP BANK STABILIZATION TYPICAL SECTION

NOTE:

- DIMENSIONS MAY VARY. DIMENSIONS SHOWN ARE AT STATION 1+10.00 AND ARE FOR REFERENCE.
- OVERLAP BETWEEN SECTIONS OF GEOTEXTILE SHALL BE IN ACCORDANCE WITH CITY OF BISMARCK CONSTRUCTION SPECIFICATIONS. NO ALLOWANCES WILL BE MADE FOR OVERLAP.



No.	Revision	Date	By



Drawn by	Date
JP	5-2-25
Checked by	Scale
MG	AS SHOWN

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

BANK STABILIZATION
PROJECT NO. 1032-0100-200

SHEET
4

Burleigh County Water Resource District (BCWRD)

Balance Sheet

05/05/25

Accrual Basis

As of March 31, 2025

	Mar 31, 25
ASSETS	
Current Assets	
Checking/Savings	
Bravera Bank Center Checking	2,081,875.43
Designated Reserve Funds	700,390.88
Total Checking/Savings	2,782,266.31
Other Current Assets	
10980 · Bravera Wealth Fund	1,045,823.74
10999 · Bravera CDs - Short Term	1,310,164.33
11000 · Intergovernmental Receivable	9,776.85
11010 · Taxes Receivable	249.88
Total Other Current Assets	2,366,014.80
Total Current Assets	5,148,281.11
Fixed Assets	
15005 · Land	112,481.50
15010 · Infrastructure	6,679,992.53
15015 · Land Improvements	1,822,773.62
15020 · Buildings	202,450.43
15025 · Office Furniture & Equipment	197,082.58
15051 · Acc Depr - Infrastructure	-724,824.06
15052 · Acc Depr - Land Improvements	-1,163,803.33
15053 · Acc Depr - Building	-155,251.38
15054 · Acc Depr - Office Furn & Equip	-140,880.42
Total Fixed Assets	6,830,021.47
TOTAL ASSETS	11,978,302.58
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	167,472.76
Total Accounts Payable	167,472.76
Other Current Liabilities	
24001 · Accrued Payroll Taxes	1,109.93
Total Other Current Liabilities	1,109.93
Total Current Liabilities	168,582.69
Long Term Liabilities	
23200 · Rehab Apple Valley Waste Water	120,000.00
237 · Burnt Creek Floodway	210,000.00
23750 · Hogue Island	460,000.00
23800 · Missouri River Correctional Cen	210,000.00
23900 · Fox Island Improvement	1,080,000.00
25000 · Bond Discount	-26,477.50
Total Long Term Liabilities	2,053,522.50
Total Liabilities	2,222,105.19
Equity	
32000 · Retained Earnings	8,841,248.31
Net Income	914,949.08
Total Equity	9,756,197.39
TOTAL LIABILITIES & EQUITY	11,978,302.58

Burleigh County Water Resource District (BCWRD)
Bravera Bank Center Checking Subsidiary Ledger
March 31, 2025

General Checking		1,753,874.33	
O&M Funds			
Brookfield Estates	586.40		
Burnt Creek	115,438.89		
Country Creek	3,304.34		
Fox Island	34,088.60		
Hogue Island	0.00		
Total O&M Funds		153,418.23	
Special Assessment Districts			
Apple Valley	12,458.41		
Fox Island	130,003.07		
Hogue Island	5,950.51		
MRCC	26,170.88		
Total Special Assessment Funds		174,582.87	
Total Bravera Bank Center Checking			<u><u>2,081,875.43</u></u>

Burleigh County Water Resource District (BCWRD)
Designated Reserve Funds Subsidiary Ledger
March 31, 2025

Designated Reserve Funds - General	-499,178.73	
Apple Valley	19,000.00	
Apple Valley Spec Assessment	12,626.81	
Brookfield Estates	2,377.34	
Burnt Creek	115,000.00	
Emergency Fund	265,037.13	
Hay Creek Watershed	100,000.00	
McDowell Dam (Buffer Zone)	80,000.00	
McDowell Dam Capital Improvement	60,000.00	
McDowell Dam Fresh Water Intake	410,000.00	
McDowell Rent	10,622.00	
Missouri River Bank Stabilization	124,906.33	
Total Designated Reserve Funds	<u> </u>	<u><u>700,390.88</u></u>

Burleigh County Water Resource District (BCWRD)

Balance Sheet

As of April 30, 2025

	Apr 30, 25
ASSETS	
Current Assets	
Checking/Savings	
Bravera Bank Center Checking	2,216,176.42
Designated Reserve Funds	700,408.15
Total Checking/Savings	2,916,584.57
Other Current Assets	
10980 · Bravera Wealth Fund	2,102,108.39
10999 · Bravera CDs - Short Term	310,164.33
11000 · Intergovernmental Receivable	9,776.85
11010 · Taxes Receivable	249.88
12000 · Undeposited Funds	570.00
Total Other Current Assets	2,422,869.45
Total Current Assets	5,339,454.02
Fixed Assets	
15005 · Land	112,481.50
15010 · Infrastructure	6,679,992.53
15015 · Land Improvements	1,822,773.62
15020 · Buildings	202,450.43
15025 · Office Furniture & Equipment	197,082.58
15051 · Acc Depr - Infrastructure	-724,824.06
15052 · Acc Depr - Land Improvements	-1,163,803.33
15053 · Acc Depr - Building	-155,251.38
15054 · Acc Depr - Office Furn & Equip	-140,880.42
Total Fixed Assets	6,830,021.47
TOTAL ASSETS	12,169,475.49
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	33,437.25
Total Accounts Payable	33,437.25
Other Current Liabilities	
24001 · Accrued Payroll Taxes	833.03
Total Other Current Liabilities	833.03
Total Current Liabilities	34,270.28
Long Term Liabilities	
23200 · Rehab Apple Valley Waste Water	120,000.00
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	-26,477.50
Total Long Term Liabilities	2,048,522.50
Total Liabilities	2,082,792.78
Equity	
32000 · Retained Earnings	8,841,248.31
Net Income	1,245,434.40
Total Equity	10,086,682.71
TOTAL LIABILITIES & EQUITY	12,169,475.49

Burleigh County Water Resource District (BCWRD)
Bravera Bank Center Checking Subsidiary Ledger
April 30, 2025

General Checking		1,814,997.51	
O&M Funds			
Brookfield Estates	586.40		
Burnt Creek	96,038.90		
Country Creek	3,304.34		
Fox Island	34,593.90		
Hogue Island	0.00		
Total O&M Funds		<u>134,523.54</u>	
Special Assessment Districts			
Apple Valley	13,736.04		
Fox Island	61,461.98		
Hogue Island	193,155.18		
MRCC	-1,697.83		
Total Special Assessment Funds		<u>266,655.37</u>	
Total Bravera Bank Center Checking			<u><u>2,216,176.42</u></u>

Burleigh County Water Resource District (BCWRD)
Designated Reserve Funds Subsidiary Ledger
April 30, 2025

Designated Reserve Funds - General	-499,161.46	
Apple Valley	19,000.00	
Apple Valley Spec Assessment	12,626.81	
Brookfield Estates	2,377.34	
Burnt Creek	115,000.00	
Emergency Fund	265,037.13	
Hay Creek Watershed	100,000.00	
McDowell Dam (Buffer Zone)	80,000.00	
McDowell Dam Capital Improvement	60,000.00	
McDowell Dam Fresh Water Intake	410,000.00	
McDowell Rent	10,622.00	
Missouri River Bank Stabilization	124,906.33	
Total Designated Reserve Funds		<u><u>700,408.15</u></u>

Burleigh County Water Resource District (BCWRD)

Profit & Loss by Class

January through March 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	790,237.75	790,237.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	790,237.75
36110 · Interest	11,212.62	11,212.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,212.62
43610 · State Aid Distribution	16,598.68	16,598.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,598.68
43810 · Reimbursements	224,003.97	10,000.00	10,551.47	49.70	55,410.30	46.27	100,777.29	22,519.51	0.00	24,649.43	0.00	224,003.97
Total Income	1,042,053.02	828,049.05	10,551.47	49.70	55,410.30	46.27	100,777.29	22,519.51	0.00	24,649.43	0.00	1,042,053.02
Gross Profit	1,042,053.02	828,049.05	10,551.47	49.70	55,410.30	46.27	100,777.29	22,519.51	0.00	24,649.43	0.00	1,042,053.02
Expense												
111 · Payroll Expenses												
111A · Wages/Stipends	6,945.75	6,945.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,945.75
111B · Payroll Taxes	578.59	578.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	578.59
111D · Payroll Processing Fees	100.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Total 111 · Payroll Expenses	7,624.34	7,624.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,624.34
113 · Accounting & Contract Services	7,130.00	7,130.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,130.00
312 · Legal Fees	3,221.20	3,221.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,221.20
315 · Engineering Administration	5,777.50	5,777.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,777.50
341 · Travel	20.77	20.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.77
411 · Office Expense	2,684.71	2,684.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,684.71
415 · Bank Fees	647.00	647.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	647.00
50913 · Interest Expense	15,627.50	0.00	1,500.00	0.00	3,250.00	0.00	7,940.00	0.00	0.00	2,937.50	0.00	15,627.50
904 · McDowell Dam	46,918.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46,918.77	0.00	0.00	46,918.77
905 · McDowell Dam-Capital Improvemen	7,202.75	7,202.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,202.75
910 · Projects												
Administration	2,040.00	0.00	300.00	0.00	605.00	0.00	530.00	0.00	0.00	605.00	0.00	2,040.00
Legal Fees	1,106.00	0.00	0.00	0.00	0.00	0.00	0.00	158.00	948.00	0.00	0.00	1,106.00
Total 910 · Projects	3,146.00	0.00	300.00	0.00	605.00	0.00	530.00	158.00	948.00	605.00	0.00	3,146.00
920 · Continuing Education	1,010.00	1,010.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,010.00
932 · City/County Watershed Planning	6,690.25	6,690.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,690.25
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												
940A · Burnt Creek Watershed	5,490.25	5,490.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,490.25
940 · Operations & Maintenances - Other	9,620.15	6,970.90	0.00	0.00	2,649.25	0.00	0.00	0.00	0.00	0.00	0.00	9,620.15
Total 940 · Operations & Maintenances	15,110.40	12,461.15	0.00	0.00	2,649.25	0.00	0.00	0.00	0.00	0.00	0.00	15,110.40
960 · Drainage Complaints	1,357.75	1,357.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,357.75
Total Expense	127,103.94	55,827.42	1,800.00	0.00	6,504.25	0.00	8,470.00	561.50	47,866.77	3,542.50	2,531.50	127,103.94
Net Income	914,949.08	772,221.63	8,751.47	49.70	48,906.05	46.27	92,307.29	21,958.01	-47,866.77	21,106.93	-2,531.50	914,949.08

Burleigh County Water Resource District (BCWRD)

Profit & Loss Budget vs. Actual

January through March 2025

	Jan - Mar 25	Budget	\$ Over Budget	% of Budget
Income				
31110 · Real Estate Tax	790,237.75	1,014,000.00	-223,762.25	77.9%
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	11,212.62	50,000.00	-38,787.38	22.4%
36210 · McDowell Dam Recreation Income	0.00	25,000.00	-25,000.00	0.0%
36215 · McDowell Dam Land Lease	0.00	3,200.00	-3,200.00	0.0%
43610 · State Aid Distribution	16,598.68	50,000.00	-33,401.32	33.2%
43810 · Reimbursements	224,003.97			
46910 · Misc Revenue	0.00	500.00	-500.00	0.0%
Total Income	1,042,053.02	1,143,200.00	-101,146.98	91.2%
Gross Profit	1,042,053.02	1,143,200.00	-101,146.98	91.2%
Expense				
111 · Payroll Expenses				
111A · Wages/Stipends	6,945.75	30,000.00	-23,054.25	23.2%
111B · Payroll Taxes	578.59	3,000.00	-2,421.41	19.3%
111D · Payroll Processing Fees	100.00			
Total 111 · Payroll Expenses	7,624.34	33,000.00	-25,375.66	23.1%
113 · Accounting & Contract Services	7,130.00	32,000.00	-24,870.00	22.3%
114 · Audit	0.00	10,000.00	-10,000.00	0.0%
312 · Legal Fees	3,221.20	24,000.00	-20,778.80	13.4%
315 · Engineering Administration	5,777.50	24,000.00	-18,222.50	24.1%
328 · Liability Insurance	0.00	6,000.00	-6,000.00	0.0%
341 · Travel	20.77	2,000.00	-1,979.23	1.0%
376 · Dues & Publications	0.00	5,000.00	-5,000.00	0.0%
411 · Office Expense	2,684.71	3,000.00	-315.29	89.5%
415 · Bank Fees	647.00			
50913 · Interest Expense	15,627.50			
904 · McDowell Dam	46,918.77	330,000.00	-283,081.23	14.2%
905 · McDowell Dam-Capital Improvemen				
905-A · Fresh Water Intake	0.00	100,000.00	-100,000.00	0.0%
905 · McDowell Dam-Capital Improvemen - Other	7,202.75	150,000.00	-142,797.25	4.8%
Total 905 · McDowell Dam-Capital Improvemen	7,202.75	250,000.00	-242,797.25	2.9%
910 · Projects				
Administration	2,040.00			
Legal Fees	1,106.00			
910 · Projects - Other	0.00	156,200.00	-156,200.00	0.0%
Total 910 · Projects	3,146.00	156,200.00	-153,054.00	2.0%
911 · Misc	0.00	1,000.00	-1,000.00	0.0%
920 · Continuing Education	1,010.00			
932 · City/County Watershed Planning	6,690.25			
933 · Missouri River General Services	0.00	20,000.00	-20,000.00	0.0%
937 · Design/Special Assessment	2,935.00	200,000.00	-197,065.00	1.5%
940 · Operations & Maintenances				
940A · Burnt Creek Watershed	5,490.25			
940 · Operations & Maintenances - Other	9,620.15	20,000.00	-10,379.85	48.1%
Total 940 · Operations & Maintenances	15,110.40	20,000.00	-4,889.60	75.6%
941 · Stream Gages	0.00	7,000.00	-7,000.00	0.0%
960 · Drainage Complaints	1,357.75	20,000.00	-18,642.25	6.8%
Total Expense	127,103.94	1,143,200.00	-1,016,096.06	11.1%
Net Income	914,949.08	0.00	914,949.08	100.0%

Burleigh County Water Resource District (BCWRD)

Profit & Loss by Class

January through April 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	894,038.43	894,038.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	894,038.43
36110 · Interest	67,749.37	67,749.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	67,749.37
36210 · McDowell Dam Recreation Income	589.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	589.00	0.00	0.00	589.00
43610 · State Aid Distribution	21,028.94	21,028.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,028.94
43810 · Reimbursements	423,049.28	10,000.00	11,829.10	49.70	59,865.31	46.27	106,211.50	209,724.18	0.00	25,323.22	0.00	423,049.28
46910 · Misc Revenue	597.00	597.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	597.00
Total Income	1,407,052.02	993,413.74	11,829.10	49.70	59,865.31	46.27	106,211.50	209,724.18	589.00	25,323.22	0.00	1,407,052.02
Gross Profit	1,407,052.02	993,413.74	11,829.10	49.70	59,865.31	46.27	106,211.50	209,724.18	589.00	25,323.22	0.00	1,407,052.02
Expense												
111 · Payroll Expenses												
111A · Wages/Stipends	12,159.00	12,159.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,159.00
111B · Payroll Taxes	1,012.84	1,012.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,012.84
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	200.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00
Total 111 · Payroll Expenses	13,621.84	13,621.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,621.84
113 · Accounting & Contract Services	9,470.00	9,470.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,470.00
312 · Legal Fees	5,327.20	5,327.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,327.20
315 · Engineering Administration	5,777.50	5,777.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,777.50
341 · Travel	80.27	80.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80.27
411 · Office Expense	2,791.63	2,791.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,791.63
415 · Bank Fees	864.11	864.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	864.11
50913 · Interest Expense	22,878.76	0.00	1,500.00	0.00	3,250.00	0.00	7,940.00	7,251.26	0.00	2,937.50	0.00	22,878.76
904 · McDowell Dam	62,848.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	62,848.56	0.00	0.00	62,848.56
905 · McDowell Dam-Capital Improvemen	7,202.75	7,202.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,202.75
910 · Projects												
Administration	2,040.00	0.00	300.00	0.00	605.00	0.00	530.00	0.00	0.00	605.00	0.00	2,040.00
Legal Fees	1,611.60	94.80	0.00	0.00	0.00	0.00	0.00	158.00	1,358.80	0.00	0.00	1,611.60
Total 910 · Projects	3,651.60	94.80	300.00	0.00	605.00	0.00	530.00	158.00	1,358.80	605.00	0.00	3,651.60
920 · Continuing Education	1,010.00	1,010.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,010.00
932 · City/County Watershed Planning	6,690.25	6,690.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,690.25
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												
940A · Burnt Creek Watershed	5,490.25	5,490.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,490.25
940 · Operations & Maintenances - Other	9,620.15	6,970.90	0.00	0.00	2,649.25	0.00	0.00	0.00	0.00	0.00	0.00	9,620.15
Total 940 · Operations & Maintenances	15,110.40	12,461.15	0.00	0.00	2,649.25	0.00	0.00	0.00	0.00	0.00	0.00	15,110.40
960 · Drainage Complaints	1,357.75	1,357.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,357.75
Total Expense	161,617.62	66,749.25	1,800.00	0.00	6,504.25	0.00	8,470.00	7,812.76	64,207.36	3,542.50	2,531.50	161,617.62
Net Income	1,245,434.40	926,664.49	10,029.10	49.70	53,361.06	46.27	97,741.50	201,911.42	-63,618.36	21,780.72	-2,531.50	1,245,434.40

9:49 AM

Burleigh County Water Resource District (BCWRD)

05/09/25

Profit & Loss Budget vs. Actual

Accrual Basis

January through April 2025

	Jan - Apr 25	Budget	\$ Over Budget
Income			
31110 · Real Estate Tax	894,038.43	1,014,000.00	-119,961.57
31810 · In Lieu of Tax	0.00	500.00	-500.00
33620 · Homestead Credit	0.00	0.00	0.00
36110 · Interest	67,749.37	50,000.00	17,749.37
36210 · McDowell Dam Recreation Income	589.00	25,000.00	-24,411.00
36215 · McDowell Dam Land Lease	0.00	3,200.00	-3,200.00
43610 · State Aid Distribution	21,028.94	50,000.00	-28,971.06
43810 · Reimbursements	423,049.28		
46910 · Misc Revenue	597.00	500.00	97.00
Total Income	1,407,052.02	1,143,200.00	263,852.02
Gross Profit	1,407,052.02	1,143,200.00	263,852.02
Expense			
111 · Payroll Expenses			
111A · Wages/Stipends	12,159.00	30,000.00	-17,841.00
111B · Payroll Taxes	1,012.84	3,000.00	-1,987.16
111C · Workforce Safety & Insurance	250.00		
111D · Payroll Processing Fees	200.00		
Total 111 · Payroll Expenses	13,621.84	33,000.00	-19,378.16
113 · Accounting & Contract Services	9,470.00	32,000.00	-22,530.00
114 · Audit	0.00	10,000.00	-10,000.00
312 · Legal Fees	5,327.20	24,000.00	-18,672.80
315 · Engineering Administration	5,777.50	24,000.00	-18,222.50
328 · Liability Insurance	0.00	6,000.00	-6,000.00
341 · Travel	80.27	2,000.00	-1,919.73
376 · Dues & Publications	0.00	5,000.00	-5,000.00
411 · Office Expense	2,791.63	3,000.00	-208.37
415 · Bank Fees	864.11		
50913 · Interest Expense	22,878.76		
904 · McDowell Dam	62,848.56	330,000.00	-267,151.44
905 · McDowell Dam-Capital Improvemen			
905-A · Fresh Water Intake	0.00	100,000.00	-100,000.00
905 · McDowell Dam-Capital Improvemen - Other	7,202.75	150,000.00	-142,797.25
Total 905 · McDowell Dam-Capital Improvemen	7,202.75	250,000.00	-242,797.25
910 · Projects			
Administration	2,040.00		
Legal Fees	1,611.60		
910 · Projects - Other	0.00	156,200.00	-156,200.00
Total 910 · Projects	3,651.60	156,200.00	-152,548.40
911 · Misc	0.00	1,000.00	-1,000.00
920 · Continuing Education	1,010.00		
932 · City/County Watershed Planning	6,690.25		
933 · Missouri River General Services	0.00	20,000.00	-20,000.00
937 · Design/Special Assessment	2,935.00	200,000.00	-197,065.00
940 · Operations & Maintenances			
940A · Burnt Creek Watershed	5,490.25		
940 · Operations & Maintenances - Other	9,620.15	20,000.00	-10,379.85
Total 940 · Operations & Maintenances	15,110.40	20,000.00	-4,889.60
941 · Stream Gages	0.00	7,000.00	-7,000.00
960 · Drainage Complaints	1,357.75	20,000.00	-18,642.25
Total Expense	161,617.62	1,143,200.00	-981,582.38
Net Income	1,245,434.40	0.00	1,245,434.40



BRAVERA

April 29, 2025

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

Dennis:

This letter is to certify that at a meeting of the Bravera Bank Board of Directors on April 23, 2025 the pledge of securities to Burleigh County Water Resource District was approved.

The approval of the pledged securities will be reflected in the April 23, 2025 minutes of the Board of Directors. The following information was reviewed as of March 31, 2025.

Deposits	\$4,092,448
Required Pledges	\$3,951,693
Par Value Pledged	\$5,100,000
Market Value as of March	\$4,695,365

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

Sincerely,

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



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 05/01/2025
To: Wendy Egli
Organization: BCWRD
Fax #: **Phone #:** 701-354-1501

From: Alan Chrest
Fax #: 909-307-3083 **Phone #:** + 19093692857 Ext. 2857
Email: achrest@esri.com

Number of pages transmitted
(including this cover sheet): 3

Quotation #26280369
Document Date: 05/01/2025

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

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

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

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

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

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

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



esri

380 New York Street
Redlands, CA 92373
Phone: + 190936928572857
Fax #: 909-307-3083

Quotation

Date: 05/01/2025

Quotation Number: 26280369

BCWRD
PO Box 1255
Bismarck ND 58502-1255
Attn: Wendy Egli
Email: bcwrd@midco.net
Phone: 701-222-3499

Send Purchase Orders To:

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

Please include the following remittance address on your Purchase Order:

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

Customer Number: 635910

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

Item	Qty	Material#	Unit Price	Extended Price
10	1	153148 ArcGIS Online Creator User Type Annual Subscription Start Date: 07/31/2025 End Date: 07/30/2026 Subscription ID: 5493801398	700.00	700.00
			Item Subtotal	700.00
			Estimated Tax	0.00
			Total	USD 700.00

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

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

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

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

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

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: + 190936928572857
Fax #: 909-307-3083

Quotation

Page 2

Date: 05/01/2025 **Quotation No:** 26280369 **Customer No:** 635910

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

Renew online by using a credit card, purchase order, or by requesting an invoice at <https://www.esri.com/en-us/quote-order/renew>.

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

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

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

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



COMPLAINT FOR WATER-RELATED ISSUES

Burleigh County Water Resource District

1720 Burnt Boat Drive Suite 205

Bismarck, ND 58503

Phone: 701.222.3499

www.bcwrd.org

GENERAL INFORMATION						
(1) This Complaint must include a map from an actual survey, aerial photo, or topographic map. The size of the map shall be at least 8 1/2 by 11 inches and shall have a north arrow. If, in the opinion of the Water Resource District, the map does not contain enough information to properly evaluate the project, more information may be requested.						
(2) The Complaint Is Regarding:						
<input type="checkbox"/> Dam, Dike, Or Other Device (North Dakota Century Code (N.D.C.C.) § 61-16.1-53) <input type="checkbox"/> Drainage (N.D.C.C. § 61-32-07) <input checked="" type="checkbox"/> Obstruction To A Drain/Watercourse (N.D.C.C. § 61-16.1-51)						
(3) Water issue is located in which Water Resource District (District)?						
Burleigh County Water Resource District						
(4) Legal Description	1/4	1/4	Section	Township	Range	
The Ridge at Hawktree	2nd Block	01	LOT 2			
(5) Approximate Construction Date: N/A						
The Ridge at Hawktree HOA - 7911 Club House Drive Bismarck ND 58503						
(6) Description of the issue						
Water runoff from the spring thaw and heavy rain fall backs up into a vacant lot located at 7911 Club House Drive. The run off begins south of Burnt Creek Loop and flows NW behind the houses on Club House Drive and Link Drive and through our back yards. Once it gets to the curve in Club House Drive it has no further place to drain and backs up into several yards along those two streets.						
(7) Is your property impacted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, number of acres impacted						
Several back yards.						
Please explain See attached pictures. Possibly due to a design flaw or improper drainage assessment, the water does not appear to flow as initially designed. This creates problems for the HOA septic system and at least five or more home owners in the immediate area of the backed up water. We did have to pump across the road several times to avoid problems.						
Complaint Filed Against			Complaint Filed By			
Improper Drainage			The Ridge at Hawktree HOA			
Name (print)			Name (print)			
N/A			Brad Brown HOA President			
Address			Address			
			790 Club House Drive			
City	State	ZIP Code	City	State	ZIP Code	
Bismarck	ND	58503	Bismarck	ND	58503	
Telephone number (if known)			Telephone number			
			701-793-2736			
By signing this form I certify (1) that this complaint is made in good faith and not to harass or annoy or for any other improper purpose and (2) that I have been provided a copy of N.D.C.C. § 61-32-07 and N.D.C.C. § 61-16.1-51. I understand that the Board may assess certain costs associated with this complaint under N.D.C.C. § 61-16.1-51 or N.D.C.C. § 61-32-07 if it finds the complaint to be frivolous.						Date
Complainant's Signature: Brad Brown						4-15-25

ADDITIONAL SHEETS MAY BE ATTACHED IF NECESSARY

DAM, DIKE, OR OTHER DEVICE COMPLAINTS (N.D.C.C. § 61-16.1-53):

The District will determine if a landowner or tenant constructed a dam, dike, or other device without first securing a construction permit as required under N.D.C.C. § 61-16.1-38, or in conflict with the terms or conditions of a construction permit. North Dakota Administrative Code § 89-08-01-01 defines "other device" as "a water control structure, other than a dam or dike, including diversions and holding ponds, lagoons, or dugouts."

DRAINAGE COMPLAINTS (N.D.C.C. § 61-32-07):

Surface Drainage: The District will determine if a landowner or tenant constructed any surface drainage that impacts a watershed area of 80 acres or more without first securing a drainage permit as required under N.D.C.C. § 61-32-03, or in conflict with the terms or conditions of a drainage permit.

Tile Drainage: The District will determine if a landowner or tenant constructed or installed a tile or subsurface drainage system with a footprint of 80 acres or more without first securing a tile or subsurface permit as required under N.D.C.C. § 61-32-03.1, or in conflict with the terms or conditions of a tile or subsurface permit.

OBSTRUCTION TO DRAIN COMPLAINTS (N.D.C.C. § 61-16.1-51):

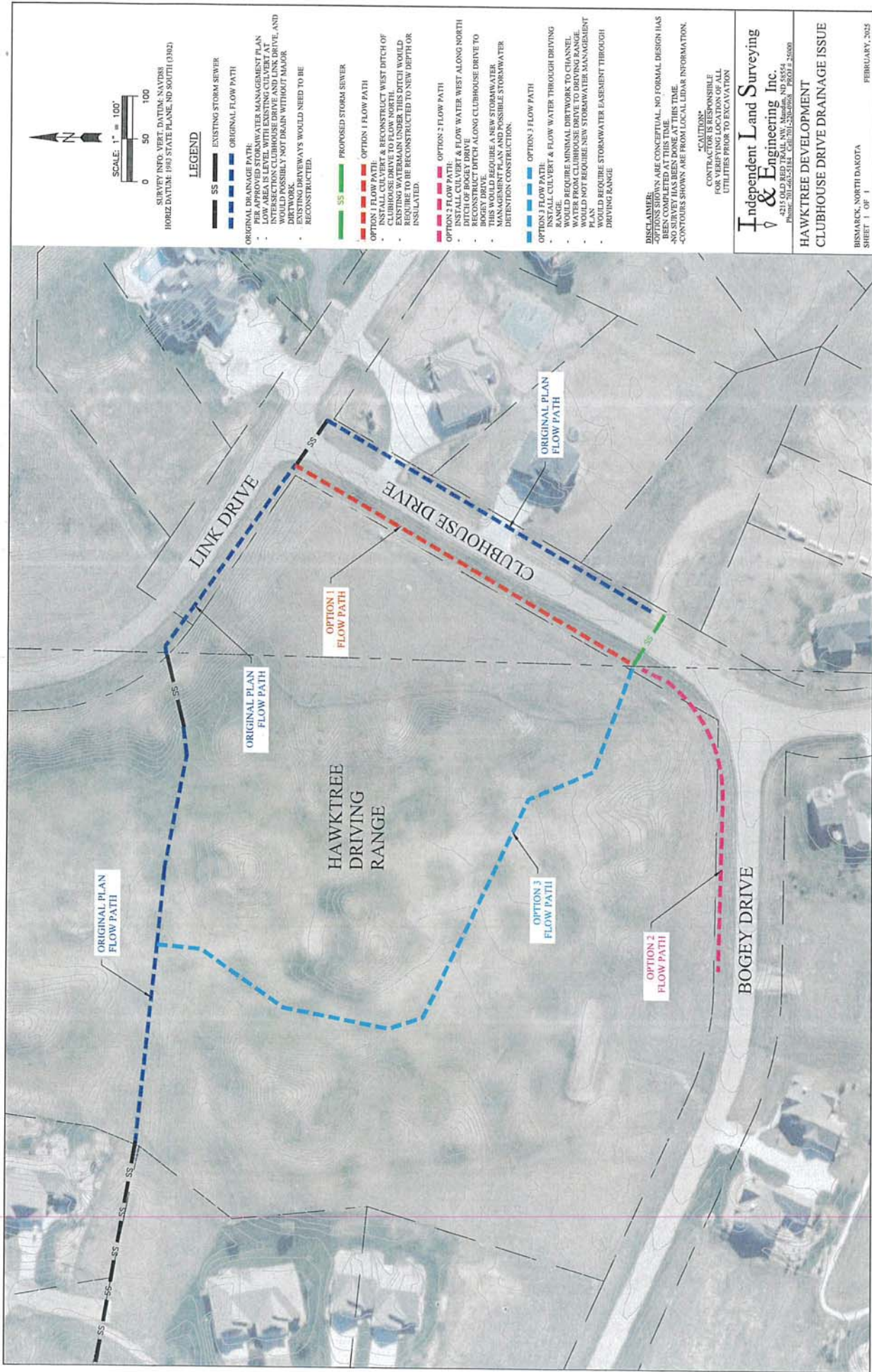
The District will determine if a landowner or tenant has intentionally or negligently caused an obstruction to a natural watercourse or drain.

The District must act pursuant to the appropriate code listed above. The District shall investigate and make a determination within a reasonable amount of time (not to exceed 120 days for dams, dikes, other devices, or drains). The District shall notify all parties of its decision as required by code. If complained of activity was a dam, dike, other device, or drain, the District's decision may be appealed to the State Engineer within 30 days of the District's decision. If the complained of activity was an obstruction to drain, the District's decision may be appealed to District Court.

FOR DISTRICT USE ONLY			
Date Received		Date Investigated	
Does the complainant have standing to file a complaint?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
If No, why?			
Does the project have a Permit? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, Permit Number	Date Granted
Does the project meet a permitting exemption? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, which one?			
Project Construction Date		Revision Date (if any)	
District Action			
District Action Compliance Date	Project Owner Compliance Date		Decision Appeal Date
Subsequent Action			
District Chairman's Signature			Date of Signature

ADDITIONAL SHEETS MAY BE ATTACHED IF NECESSARY

2-25



----- Forwarded Message -----

From: Loren Schwab <lorens@i-keating.com>

To: Brad Brown <bradbrown1@yahoo.com>; Paul Johannes <huntmordux@yahoo.com>

Sent: Thursday, November 21, 2024 at 08:53:36 AM CST

Subject: Fw: The Ridge @ Hawktree HOA.

Attached find Larry K. from South Central water's response to our drainage issues. Please advise if you want me to proceed with getting a estimate to get this issue resolved.

Loren C. Schwab

From: larrykscwd@bektel.com <larrykscwd@bektel.com>

Sent: Monday, November 18, 2024 9:08 AM

To: Loren Schwab <lorens@i-keating.com>

Cc: 'Brad Brown' <bradbrown1@yahoo.com>; Larry Kirschmann <lkirschmann@southcentralwaternd.com>

Subject: RE: The Ridge @ Hawktree HOA.

Loren,

I am familiar with this location, and I do remember flooding in the past. One of our operators and I went out and raised 2 of the manhole lids, and sealed them up the best we could. If this area continues to be inundated with water, the sealed manholes will eventually fail again. It would be better for everyone if the drainage through here was addressed.

If the temporary fix we completed begins to fail, the lift station along hole #1 may not be able to keep up with the inflow, and will overflow, as it has in the past. Additionally, when the lift station is running 24 hours a day to keep up, the treatment plant then becomes overwhelmed, and may overflow.

As I stated above, the best fix would be to address the drainage through this area. If some fill is required around the existing manholes, we could install adjustment rings to raise the cover to, or above, the new groundline.

If you have any additional questions, or would like to discuss further, please let me know.

Larry Kassian

South Central Regional Water District

701-258-8710

From: Loren Schwab <lorens@i-keating.com>
Sent: Thursday, November 7, 2024 1:32 PM
To: larrykscwd@bedktel.com <larrykscwd@bedktel.com>
Cc: Brad Brown <bradbrown1@yahoo.com>
Subject: The Ridge @ Hawktree HOA.

Larry,

Attached find photos from the area up at Hawk tree along Clubhouse drive where we always have a drainage issue during the spring thaw, & during major rain events. This issue has been going on for years and the HOA has concerns regarding water getting into the septic system and causing damage.

I spoke to you in August of 2024 when we had the major rain event and at that time you stated that SCW had raised the man hole cover and sealed it. We have a couple of questions?

1. Is raising & sealing this a long term solution or would it be worth it for us to explore the costs to redo the drainage?
2. If the current remedy fails what effects could this potentially have on our system
3. What would SCW recommend for us to address this issue permanently?

Please review and advise.

Sincerely,

Loren C. Schwab

Re: The Ridge at Hawktree 2nd Subdivision

From Loren Schwab <lorens@i-keating.com>

Date Mon 10/28/2024 3:06 PM

To Einrem, Casey J. <ceinrem@nd.gov>

Cc Schriock, Daniel L. <dschriock@nd.gov>; Hall, Marcus J. <mahall@nd.gov>

Thanks for your time and insight today. I will discuss with the HOA board and proceed based on the direction that they give me.

Sincerely,

Loren C. Schwab

From: Einrem, Casey J. <ceinrem@nd.gov>

Sent: Monday, October 28, 2024 2:58 PM

To: Loren Schwab <lorens@i-keating.com>

Cc: Schriock, Daniel L. <dschriock@nd.gov>; Hall, Marcus J. <mahall@nd.gov>

Subject: The Ridge at Hawktree 2nd Subdivision

External Sender - From: ("Einrem, Casey J."
<ceinrem@nd.gov>)

[Learn More](#)

This message came from outside your organization.

Loren,

The following are the summary of some options that could be considered for Lot 1, Block1 (7911 Club House Drive) by Clubhouse Drive:

1. The driveways and culverts at 8001 Clubhouse Drive and 8009 Clubhouse Drive could be removed and the culverts reset to facilitate drainage to the intersection of Clubhouse Drive and Link Drive in accordance with the Stormwater Management Plan (SWMP).
2. A culvert could be installed under Clubhouse Drive to drain northwest, but it could not drain through the driving range of the golf course. There are 2 options that could meet this:
 - a. The culvert is installed and then a berm is placed in the Right-of-Way that is parallel to Clubhouse Drive. This berm would contain the flow of water in the ditch within the Right-of-Way and allow the stormwater to drain northeast to Link Drive. This stormwater would then drain along Link Drive in accordance with the approved SWMP. The modifying of the culvert under the road and the berm would require an amendment to the approved SWMP.
 - b. The culvert is installed and then an underground storm sewer is placed in the Right-of-Way that is parallel to Clubhouse Drive and potentially Link Drive depending on elevations. This culvert would be sized to slowly release the flow of water while allowing the stormwater to drain northeast to Link Drive. This stormwater would then drain along Link Drive in accordance with the approved SWMP. The modifying of the culvert under the road and storm sewer would require an amendment to the approved SWMP.
3. A temporary pump could be purchased and operated by the HOA to drain stormwater out on an as needed basis. The pump would need to direct the stormwater to Link Drive to stay in accordance with the SWMP. If it is pumped into the driving range, that would be a negative impact to the downstream landowner and would not be in accordance with the SWMP for the identified drainage path.

There are pros/cons and costs to each option. The County is willing to work towards a solution, but we are not authorized to contribute any money. The County's position would be that the approved SWMP needs to be met and it is the landowners responsibility to be in accordance with the SWMP. Please let me know of any questions or comments.

Thanks,

Casey Einrem, PE
Senior Assistant County Engineer
Burleigh County Highway Department
8100 43rd Avenue NE
Bismarck, ND 58503

Office: (701) 204-7748
Cell: (701) 954-9733

Fwd: Improper drainage on Clubhouse Driveways

From Brad Brown <bradbrown1@yahoo.com>

Date Thu 10/10/2024 5:08 PM

To Loren C Schwab <lcsmaintenanceandmanagement@gmail.com>; Loren Schwab <lorens@i-keating.com>

External Sender - From: (Brad Brown
<bradbrown1@yahoo.com>)

[Learn More](#)

This message came from outside your organization.

Sent from my iPhone

Begin forwarded message:

From: Brad Brown <bradbrown1@yahoo.com>

Date: August 15, 2024 at 20:35:09 CDT

To: maryrennich@bis.midco.com

Cc: Brad Brown <bradbrown1@yahoo.com>

Subject: Improper drainage on Clubhouse Driveways

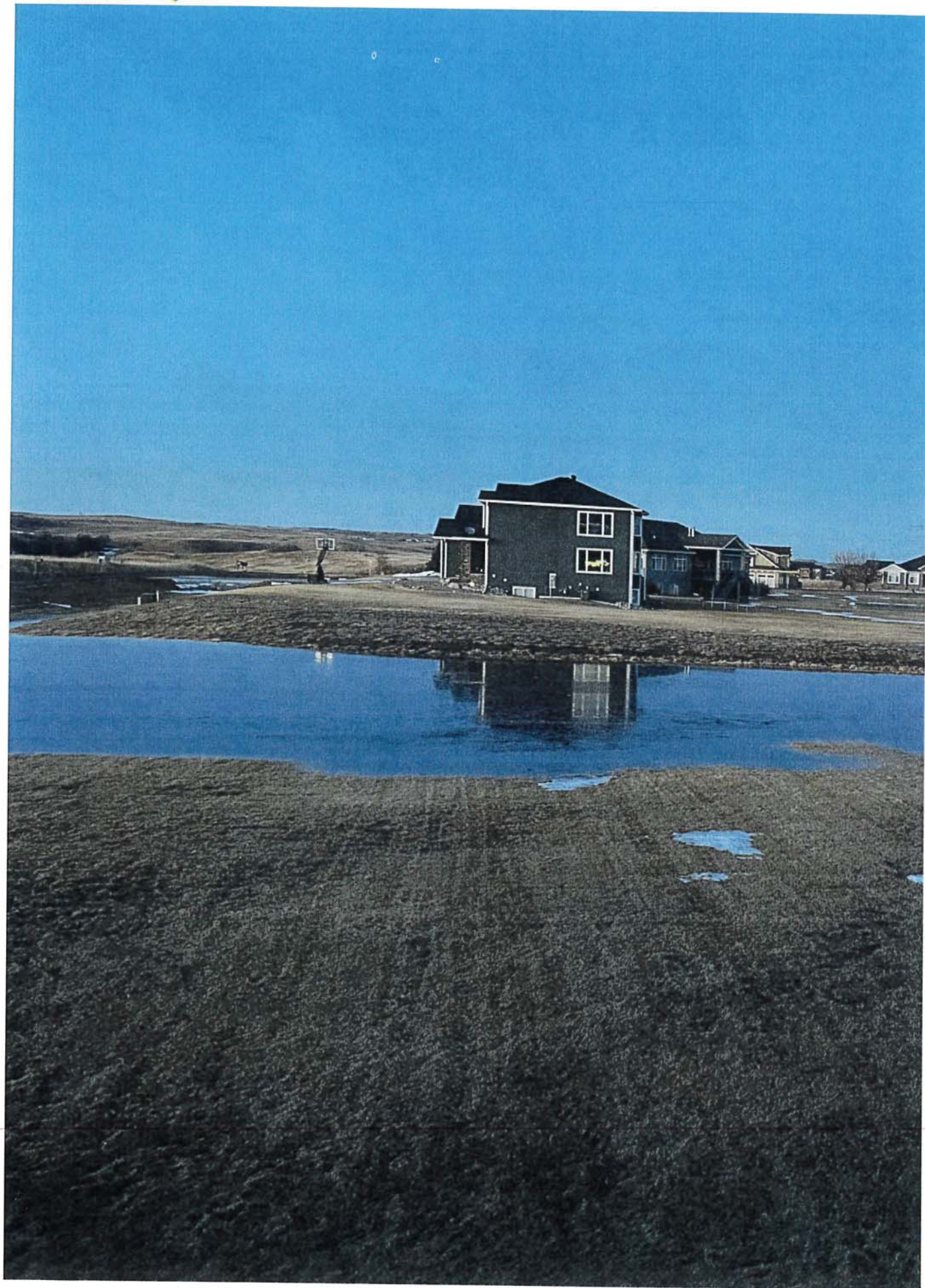
Township Board,

Can you direct me to someone at the County or State level that can assist the Ridge at Hawktree HOA with getting this ongoing drainage issue resolved? I have been trying for five years without any success. If you aren't able to assist us, please let me know, as we are possibly at the point of turning it over to the HOA Attorney to see what he can accomplish.

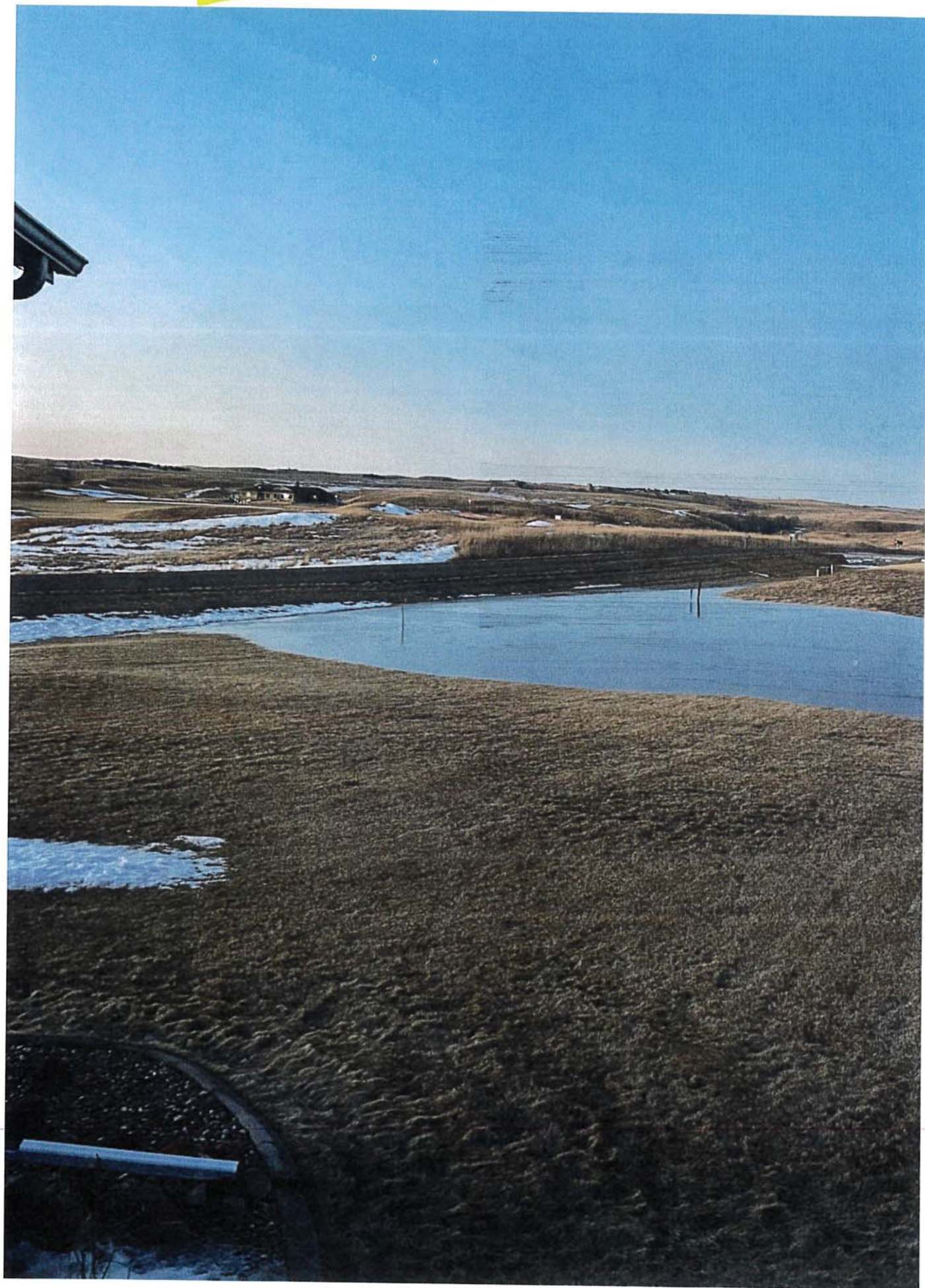
Regards,

Brad Brown, HOA President

2-24-25



2-24-75



10:17

2-24-25

5G



Brad



iMessage
Today 10:16 AM



This is now a safety concern, we chased them off of our property, but they stayed on the ice.

2-24-25





8-15-24

8-24



8715-24

8-24



Sewer Line

8-15-24

8-24



8-15-24

8-24



8-15-24

8-24



Burleigh County Water Resource District

PO Box 1255

Bismarck, North Dakota 58502-1255

(701) 354-1501

www.bcwrld.org

April 25, 2025

Reice Haase, Director
North Dakota Department of Water Resources
1200 Memorial Highway, Dept 770
Bismarck, ND 58504

RE: *Apple Creek Slope Stability Evaluation, SWC Web Grant Application*

Dear Director Haase:

The Burleigh County Water Resource District (District) is seeking cost share for the *Apple Creek Slope Stability Evaluation* associated with a significant land slide site located to the west of the University of Mary, south of Bismarck and associated flood risks. While the District has submitted a Hazard Mitigation Grant Program (HMGP) grant application, see submittal included in this request. There are several purposes for this application. First, is this request to have the NDDWR evaluate project eligibility under the rural flood control policy. This project is unique in its nature as to flood protection measures and may not fit within the standard cost share policy. However, the impacts from a slope failure are significant as it relates to flood risk and damage. Second, the Emergency Action Plan that is part of the SA#30 Scope of Services is ineligible under the HMGP program but may be eligible for state cost share.

This letter serves as the Burleigh County Water Resource District's (District) commitment to meet the local matching fund requirements for the *Apple Creek Slope Stability Evaluation*. Based on full eligibility the total cost is \$307,546, which at 45% our request is \$138,396. If only the Emergency Action Plan is eligible the cost for that is \$10,000, which at 45% is \$4,500.

We anticipate a decision on the HMGP application sometime in June, though no specific date has been provided by NDDDES. Please advise if additional information is desired or if a meeting to discuss the application would be appropriate. Your assistance is greatly appreciated.

Sincerely,

A handwritten signature in blue ink that reads "James Landenberger".

James Landenberger, Chairman

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

Current Board Members:

James Landenberger, Chairman 701-426-6439 Roger Smith, Vice Chairman 701-400-6283
Dennis Reep, Secretary/Treasurer 701-595-2142 Kathleen Jones, Manager 701-400-7129
Chuck Mischel, Manager 701-220-5484

1085552 - Apple Creek Slope Stability Evaluation - Burleigh County

Application Details

Funding Opportunity: 1084196-October 2024 - June 2025 Infrastructure Request
Program Area: Funding for Infrastructure in ND - FIND
Status: Editing
Organization: Burleigh County Water Resource District

Infrastructure Funding Request

Infrastructure Funding Request

Project, Program, or Study Name*: Apple Creek Slope Stability Evaluation
Sponsor(s)*: Burleigh County Water Resource District
County*: Burleigh
City*: Bismarck
Description of Request*: New
If Study, What Type: Feasibility
If Project/Program, What Type: Flood Control

Jurisdictions/Stakeholders Involved*:

Burleigh County Water Resource District
Burleigh County Highway Department
University of Mary (Landowner)

Describe the Problem*:

This site is at risk for a significant landslide and is located to the west of a previous BRIC grant project to stabilize the slope downhill from buildings and facilities located on the University of Mary Campus (Bismarck, ND). While completing its construction there was movement in the lower slope along Apple Creek that created a significant obstruction to the stream flows and extensive bank erosion threatening the loss of Sibley Drive. The influence of the movement that occurred in the upper slope and the impacts on the lower slope remain undetermined. The following is a summary of the parcels identified as being impacted by a potential slope failure and resulting backwaters during the selected Apple Creek flow. 174 parcels W/Structures (Direct Impact) are in the impact area upstream of landslide. 84 parcels with no structures are at risk upstream, 147 parcels downstream could lose access if Sibley Drive is restricted.

Provide Project Details, Objectives and Solutions to Address Problem*:

See the three attached "After Action Reports" in the HMGP Grant Application and photos for information on actions taken by the Burleigh County Highway Department, Emergency Management and the Burleigh County Water Resource District. This was followed by several stakeholder meetings to document concerns and risks associated with the potential future slope failure. The landslide slope failure has the potential to cut off stream flows on Apple Creek as well as block access to Sibly Drive and residential streets to the south. Projected backwaters from a 10-yr stream flow during a slope failure has the ability to create backwater flooding equal to or greater than the mapped DFIRM Base Flood Elevation (BFE) or 100-year flood event. See attached Appendix A - Vicinity and Impact Area Maps - HMGP Grant Application.

For this project,

Choose City, County, Water District or Other*: Water District

What is the Current Estimated Population?* 1000

For this project,

What is the Benefited Population?* 1000

Have Assessment Districts Been Formed?* No

Have Land or Easements Been Acquired?*: No

Are There Any Properties with Wells, Drain Fields, or Holding Tanks Within the Project Area That Will Benefit from the Project?*: No

Are There Any Road Improvements Included as Part of the Project?*: Yes

If Yes, Describe the Condition and Last Improvements Made to Any Underground Infrastructure.:

Potential additional protective measures for Sibley Drive.

The last improvements were for bank stabilization due to erosion caused by the failure of the lower slope. The only underground elements are potentially cable TV, rural water and electrical, but these have not been confirmed.

Have You Applied For Any Federal Permits?*: Yes

If Yes or Ongoing, Please Explain (include type/number):

There were several USAC Nationwide Permit authorizations related to the bank stabilization installation along the east side of Sibley Drive - see after action reports in the HMGP application documentation. These areas were protected as a result of the slope failure. It is unknown if additional measures are required.

Have You Been approved for any Federal Permits?: Yes

If Yes or Ongoing, Please Explain (include type/number):

See notation above on Nationwide Permit approval.

Have You Applied for any State Permits?*: No

Have You Applied for any Local Permits?*: No

Do You Expect Any Obstacles to Implementation (i.e. Problems with Land Acquisition, Permits, Funding, Local Opposition, Environmental Concerns, etc.)?*: Yes

If Yes, Please Explain:

The ability to fund the project is a concern, as well as that the improvements will need to occur on private property (University of Mary). Their role and obligation in any project are undetermined, and they are cooperative in providing technical data regarding their slope stabilization efforts.

Have You Received, or Do You Anticipate Receiving Federal Funding? Yes

(Example: Hazard Mitigation Grant Program)

***:**

Explain the Source, Timing and Amount of Federal Funds:

An HMGP Grant Application has been submitted via the ND Division of Emergency Services... see attached documentation. Funding for this remains to be determined.

Please refer to the request letter.

Federal Funding Contact: Justin Messner
First Name Last Name

Federal Funding Contact Number: 701-328-8107

Federal Funding Email: jmessner@nd.gov

Implementation Timelines

Enter Start Date, Estimated Start Date or Not Applicable.

Study Completion*: August 2025

Design Completion*: TBD

Bid*: TBD

Construction Start*: TBD

Construction Completion*: TBD

Explain Additional Timeline Issues*:

The HMGP grant is going through review by DES then FEMA.

The stability of the slope is concern given the prior movement, therefore completing the emergency action plan is step one. Then to conduct a review of the previous upper bank stabilization data, followed by an analysis of the lower slope. The ability to implement a project is unknown until the evaluation is completed to determine what mitigation measures may be applicable.

Consulting Engineer*: Houston Engineering, Inc.

Engineer Telephone Number*: 701-527-2134

Engineer Email*: mgunsch@houstoneng.com

Certification (Must Be Completed by Project Sponsor)

Submitted by*: James Landenberger Date
First Name Last Name

Address*: PO BOX 1255
Address Line 1
Address Line 2

Bismarck North Dakota 58502-1255
City State Zip Code

Telephone Number*: 701-426-6439

Sponsor Email*: bcwrd@midco.net

It is an Offense to Intentionally Falsify Yes

Statements as Part of the Cost-Share

Application Process Per NDCC 12.1-11-02.

Therefore, I Certify That, to the Best of My

Knowledge, the Provided Information is

True and Accurate, and in Execution of

This Project, the Sponsor Will Follow All

Applicable Laws and Permitting

Requirements. I Further Certify Assurance

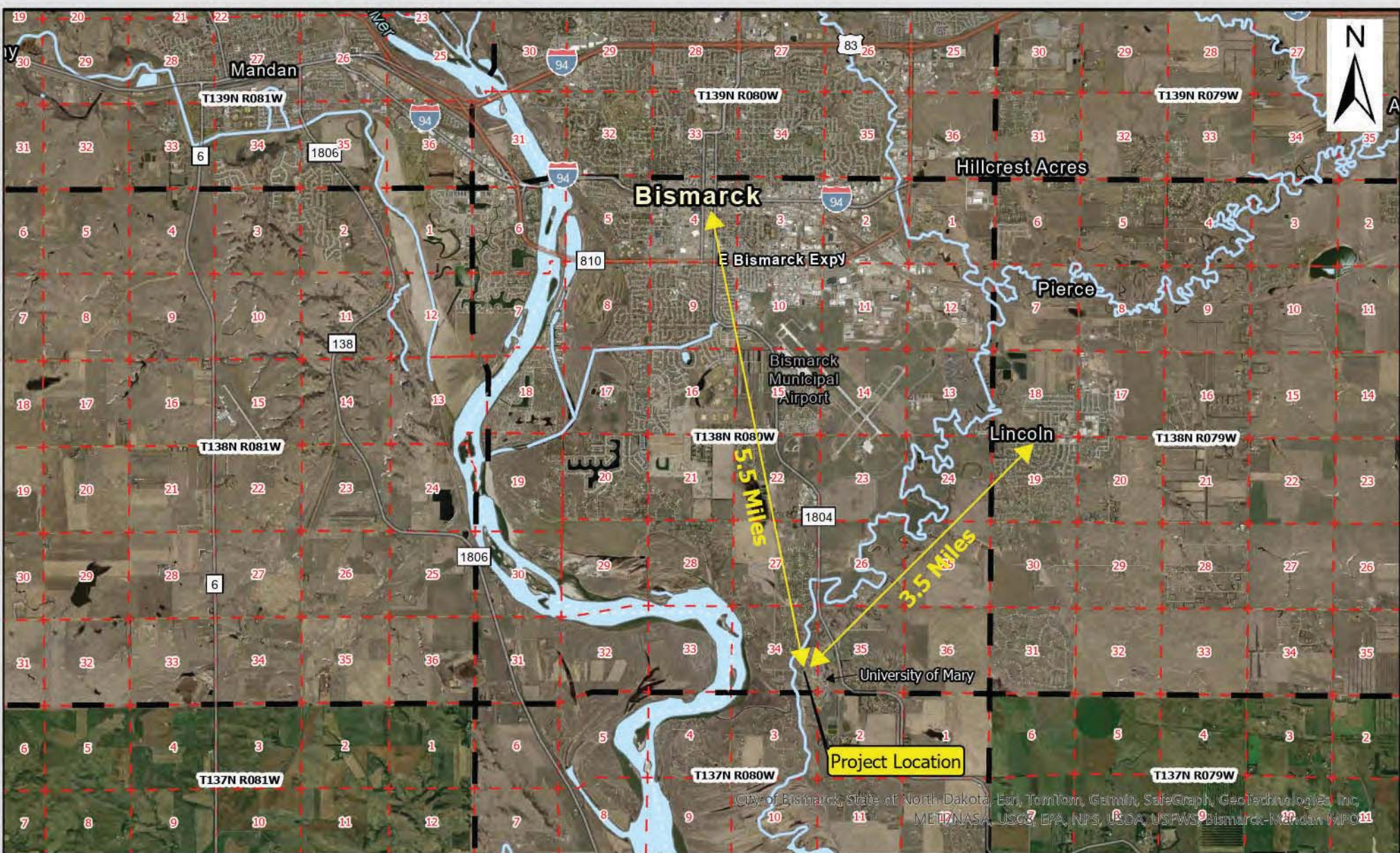
of Sustainable Operation, Maintenance,

and Replacement of The Assets For Which

We Are Requesting Cost-Share.*:

Authorized Individual*: James Landenberger Date
First Name Last Name

Title/Position/Authority*: Chairman



Apple Creek Slope Stabilization Location Map

Scale: AS SHOWN	Drawn by: TP	Checked by: MG	Project No.: 6025-0022	Date: 4/25/2025	Sheet:
--------------------	-----------------	-------------------	---------------------------	--------------------	--------



Michael Gunsch

From: Michael Gunsch
Sent: Monday, April 7, 2025 11:48 PM
To: Messner, Justin P.; Casey Einrem - Burleigh County Highway Dept. (ceinrem@nd.gov); Chuck Mishcel; David Bliss; Dennis Reep; James Landenberger; Jerry Woodcox, Commissioner; Kathleen Jones; Nic Cullen; rsmithbcwrd@gmail.com; Secretary (bcwrd@midco.net)
Cc: Wes Dickhut, PE (wdickhut@braunintertec.com); Brian Collin; Jed Greenwood; Joel W. Toso; Russ J. Sheets; Luke Seidling - University of Mary ; 'Erhardt, Toni R CIV USARMY CENWO (US); Flanagan, Mitch; Tyler Spomer
Subject: RE: Apple Creek Slope Stabilization HMGP Grant Application - Review Discussion

James

After visiting with DES regarding this application they provide the following comments:

1. The Emergency Action Plan funds \$10,000 are not eligible for the grant.
 - a. These can remain in the scope of work and SA#30.
2. Given the increased cost DES noted to us that there would be a \$275,000 cap to the grant
 - a. There is the potential opportunity for additional funding, should other projects not fully utilize their moneys
 - b. Though at this time this would be the cap with the fund distribution as noted below
3. DES will submit the application to FEMA after the Board concurs with the budget figures now updated.
4. The Application has the potential to be funded in May or June
5. After the application is submitted DES concurs with the non-earthwork elements beginning prior to grant approval
 - a. This allows Braun and BGC to being reviewing the existing U-Mary Data to expedite review.
 - b. The application notes this to be as much as \$100K, however with grant approval in May/June this should not be an issue.
 - c. Once this has occurred can begin gathering existing data and coordinating the final construction and monitoring work with ours.
6. DES will be evaluating the eligibility of a paved roadway section at the upper slope access.

Any questions let me know as the record should show approval in the minutes.

The Burleigh County Water Resource District reviewed this email and the proposed budget impacts at their April 9th regular meeting. They approved by consensus to proceed with the application as presented.

James Landenberger

James Landenberger, Chairman

Apple Creek HMGP Grant Application Budget
SA #30 - BCWRD

	<i>Original Budget</i>	<i>Revised Budget</i>	
HEI	\$35,000.00	\$35,000.00	Geotech Total
Braun	\$67,124.00	\$60,686.00	\$179,652.00
BGC	\$112,528.00	\$211,861.00	\$272,547.00
Total	\$214,652.00	\$307,547.00	\$92,895.00 Increase
	Emergency Action Plan	\$10,000.00 Ineligible Item	52%
		\$297,547.00	
	Capped Grant Funding	\$275,000.00	

Grant Split			
75% Grant	\$160,989.00	\$206,250.00	75%
10% State	\$21,465.20	\$27,500.00	10%
15% BCWRD	\$32,197.80	\$41,250.00	15%
	\$214,652.00	\$275,000.00	

BCWRD Funding	
Grant Amount	\$41,250.00
Emergency Action Plan	\$10,000.00
Grant Overage	\$22,547.00
Total	\$73,797.00

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



Burleigh County
Apple Creek Slope Stability Evaluation
February 19, 2025
SPECIFIC AUTHORIZATION No. 30

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

OBJECTIVE

The objective of this Scope of Services is to assist the Burleigh County Water Resource District in completing an evaluation of the slope stability risks along Apple Creek to the west of the University of Mary campus and east of Sibley Drive. The location of this site is illustrated on **Appendix A**, which includes the vicinity map and preliminary impact area. The upper slope was being stabilized via a project implementation to alleviate upper slope failure risks. However, prior to project completion the site experienced slumping, which the owner is looking to evaluate and complete their mitigation project. It is not definitively known if this slumping resulted in the adverse impacts to the Apple Creek channel and Sibley Drive. This scope will review the upper slope remediation measures to determine if there is a need for additional remediation measures to protect the lower slope along Apple Creek, that will not result undesired risks to the upstream project, as well as mitigate potential adverse impacts and damages to public infrastructure and private properties.

SCOPE OF SERVICES

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

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

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

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

Phase 002 – Geotechnical Evaluation and Coordination \$ 277,547

Phase 002 includes a \$5,000 budget to coordinate and oversight a geotechnical evaluation to be completed by Braun Intertec, and their subconsultant BGC. Their fees totaling \$272,547 (\$60,686 and \$211,861 respectively) and a summary of services are described in separate proposal documents in **Appendix B**.

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

Phase 003 - Emergency Action Plan**\$10,000**

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

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

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

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

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

Phase 005 – Project Executive Summary**\$ 5,000**

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

Phase 005 deliverable a completed Executive Summary Memorandum.

TOTAL BUDGET – PHASE 001 THROUGH 004**\$ 307,547****PROJECT SCHEDULE:**

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

COMPENSATION

The total budget for the evaluation and related activities is **\$307,547** and is not to be exceeded without prior written approval. Compensation will be invoiced on an hourly time and materials based on the total budget and not on individual phase budgets. The rate schedule for HEI will be that authorized by the Board in January 2025. Invoices from HEI be sent to the Burleigh County Water Resource District for payment. Invoices from Braun Intertec will also be sent to the BCWRD, with a copy to HEI for review and recommendation for approval prior to payment.

OWNER'S REPRESENTATIVE:
BURLEIGH COUNTY WATER
RESOURCE DISTRICT

ENGINEER'S REPRESENTATIVE:
HOUSTON ENGINEERING, INC.

BY: _____

James Landenberger, Chairman

BY: _____

Sherwin Wanner, Office Manager

Date: _____

Date: _____

Houston Engineering - Services **Curleigh County Apple Creek Slope Stability Evaluation**

2025 Rates

□269

227

183

□182

□101

Date Prepared: 4/10/2025

Revised:

Prepared by: ☐ayden Pegors

Checked by: Michael Gunsch

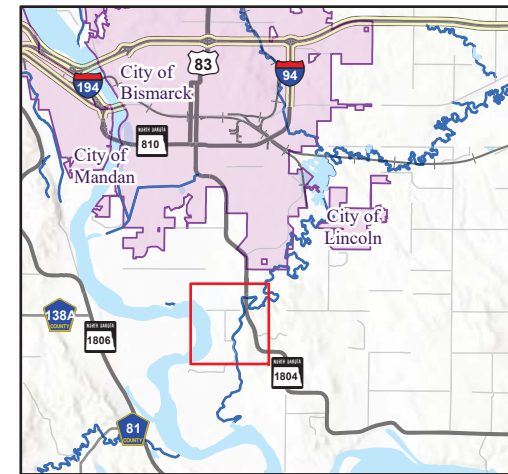
Total Estimated Labor	35,000
Total Estimated Expenses	0
Total Estimated Subconsultant Expenses	277,547
Total Estimated Budget	312,547

TAS DESCRIPTION	Engineer 13	Engineer 9	Engineer 5	Technician 8	Project Assistant 2	Total	
						Hours	Dollars
	MG	NC	LP	TP	SM		
HOUSTON ENGINEERING SERVICES - PROJECT TOTALS	33.00	74.00	44.13	6.00	1.56	136.36	\$35,000
Phase 001 - Engineering Services Agreement (ESA)							\$0
Prepare Scope of Services Agreement for Acceptance by Burleigh County Water Resource District							\$0
Phase 002 - Geotechnical Evaluation and Coordination							277,547
Geotechnical Evaluation Completed by Subconsultant							
Braun Intertec Subconsultant Services (See Proposal Breakdown)							\$60,686
BGC - Subconsultant to Braun Intertec (See Proposal Breakdown)							\$211,861
Coordination With Subconsultant	8.00	8.00	4.78	0.00	1.56	22.34	\$5,000
Coordination Meeting	8.00	8.00	4.78		1.56		\$5,000
Phase 003 - Emergency Action Plan							
Prepare Emergency Action Plan to Address Notification	10.00	20.00	9.17	6.00	0.00	45.17	\$10,000
Develop communication and response protocol for significant slope failure (Completed prior to final study report)	5.00	5.00	5.17	6.00			\$4,518
Prepare final Emergency Action Plan (Deliverable)	5.00	15.00	4.00				\$5,482
Phase 004 - Impact Evaluation and Economic Analysis							
Evaluate and Document Risks	10.00	35.00	23.85	0.00	0.00	68.85	\$15,000
Document location and type of impacts or potential impacts associated with slope failure	5.00	20.00	13.85				\$8,420
Develop benefit cost analysis associated with future project or risk mitigation activity for a preferred alternative	5.00	15.00	10.00				\$6,580
Phase 005 - Project Executive Summary							
	5.00	11.00	6.33	0.00	0.00	0.00	\$5,000

☐MGP Project Total **\$312,547**



Apple Creek Bank Slough Emergency Action Plan



- Potential High Risk Flooding Area
- Parcel Boundaries



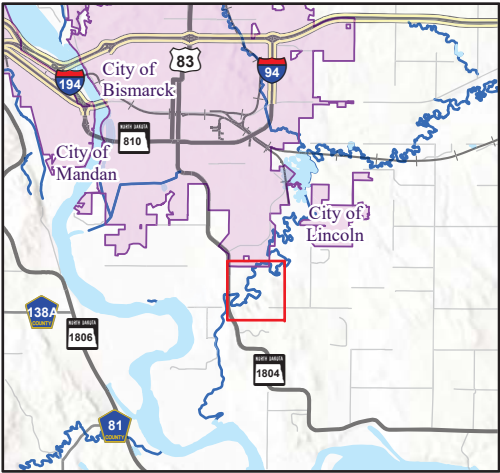
0 500 1,000
Feet

**Project Area
Landslide Concern**

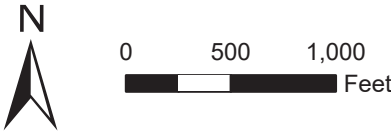
Apple Creek Bank Slough Emergency Action Plan					
Burleigh County, ND					
Scale: AS SHOWN	Drawn by: MLO	Checked by: ANN	Project No.: 6296-0026	Date: 9/18/2024	Sheet: 4 of 4
HOUSTON engineering, inc.					



Apple Creek Bank Slough
Emergency Action Plan



- Potential High Risk Flooding Area
- Parcel Boundaries



Apple Creek Bank Slough Emergency Action Plan
Burleigh County, ND

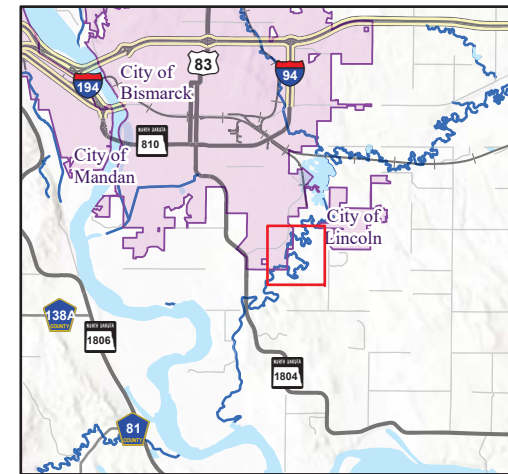
Scale: AS SHOWN	Drawn by: MLO	Checked by: ANN	Project No.: 6296-0026	Date: 9/18/2024	Sheet: 3 of 4
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HOUSTON
engineering, inc.

Attachment A - Page 3



Apple Creek Bank Slough Emergency Action Plan



- Potential High Risk Flooding Area
- Parcel Boundaries



0 500 1,000
Feet

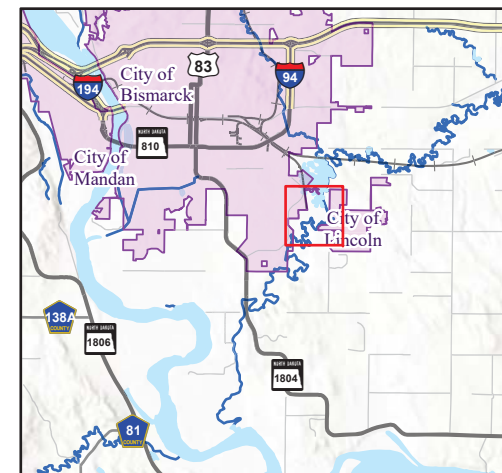
Apple Creek Bank Slough Emergency Action Plan Burleigh County, ND

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AS SHOWN	MLO	ANN	6296-0026	9/18/2024	2 of 4





Apple Creek Bank Slough Emergency Action Plan



- Potential High Risk Flooding Area
- Parcel Boundaries



0 500 1,000
Feet

Apple Creek Bank Slough Emergency Action Plan Burleigh County, ND

Scale: AS SHOWN	Drawn by: MLO	Checked by: ANN	Project No.: 6296-0026	Date: 9/18/2024	Sheet: 1 of 4
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February 10, 2025

Proposal QTB205785

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

Appendix B

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

Dear Mr. Landenberger:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the landslide on Apple Creek. For this project, we are working with BGC Engineering, who will be performing the slope stability evaluations of this site. Their proposal is attached. Please note that our proposals have been revised from our October 29, 2024 based on a revised scope of work that includes instrument telemetry, additional change detection evaluations, and updated rates for 2025.

Project Information

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

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

Purpose

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

Scope of Services

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

Task 1 – Site Reconnaissance and Monitoring

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

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

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

Task 2 - Investigation

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

Site Access

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

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

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

Utility Clearance

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

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

Permits

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

Penetration Test Borings

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

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

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

Groundwater Measurements

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

Instrumentation

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

Sample Review and Laboratory Testing

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

Table 1. Laboratory Tests

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

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

Monitoring

BGC will install Shape Array inclinometers and a telemetry system to monitor the slope movement and groundwater levels on a continual basis.

Task 3. Collaboration

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

Task 4. Photogrammetry Change Detection Support

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

Schedule

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

Fees

We will furnish the services described in this proposal for an estimated fee of \$60,686. This is in addition to BGC's estimated fee for a total estimated cost of \$211,861, for a total estimated cost of \$272,547.

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

Additional Services

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

General Remarks

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

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

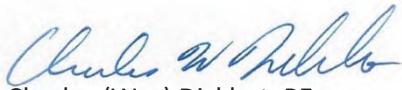
We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

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

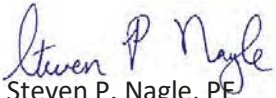
To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Wes Dickhut at 701.934.1618.

Sincerely,

BRAUN INTERTEC CORPORATION



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



Steven P. Nagle, PE
Principal Engineer

Attachments:
Agreement

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

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

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB205785

Apple Creek Landslide

Client:

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

Work Site Address:

Sibley Drive
Burleigh County, ND

Service Description:

Geotechnical Evaluation

	Description	Quantity	Units	Unit Price	Extension
Phase 1		Geotechnical Evaluation			
Activity 1.1	Task 1 - Site Visit Assistance				\$2,644.00
3758	UAV Quadcopter	1.00	Each	150.00	\$150.00
1871	GEO Trip Charge	1.00	Each	30.00	\$30.00
371	GIS/CAD Specialist II	2.00	Hour	132.00	\$264.00
5905	Trimble Catalyst GPS, per day	1.00	Each	300.00	\$300.00
118	Staff Engineer	10.00	Hour	190.00	\$1,900.00
Phase 1 Total:					\$2,644.00
Phase 2		Investigation Plan			
Activity 2.1	Task2 - Investigation/Drilling				\$39,660.00
9100	Flotation Tire Drill Rig and Crew, per hour	50.00	Each	493.00	\$24,650.00
118	Staff Engineer	30.00	Hour	190.00	\$5,700.00
1022	Thin-walled sample tubes (ASTM D 15 87), each	6.00	Each	40.00	\$240.00
1863	Per diem	4.00	Each	400.00	\$1,600.00
205	Site layout and utility clearance	2.00	Hour	190.00	\$380.00
1862	UTIL Trip Charge	3.00	Each	30.00	\$90.00
9716	Well Screen - 2" PVC, per foot	200.00	Each	24.00	\$4,800.00
9732	Grout with neat cement, materials per foot	200.00	Each	11.00	\$2,200.00
Activity 2.2	Geotechnical Soil Tests				\$6,992.00
1152	Moisture content, per sample	40.00	Each	29.00	\$1,160.00
1156	Atterberg Limits LL and PL, Single-Point, per sample	8.00	Each	155.00	\$1,240.00
1166	Loss by Washing Through #200 Sieve, per sample	8.00	Each	104.00	\$832.00
1210	Consolidated-Drained Triax testing (includes pore-pressure measurements), (ASTM D4767), per sample	2.00	Each	1,700.00	\$3,400.00
138	Project Assistant	4.00	Hour	90.00	\$360.00
Phase 2 Total:					\$46,652.00
Phase 3		Collaboration			
Activity 3.1	Collaboration				\$9,450.00
130	Principal Engineer	30.00	Hour	315.00	\$9,450.00
Phase 3 Total:					\$9,450.00
Phase 4		Photogrammatry Support			
Activity 4.1	Photogrammatry Support				\$1,940.00
118	Staff Engineer	5.00	Hour	190.00	\$950.00
125	Project Control Specialist	3.00	Hour	130.00	\$390.00
3758	UAV Quadcopter	4.00	Each	150.00	\$600.00

	Phase 4 Total:	\$1,940.00
	Proposal Total:	\$60,686.00



February 5, 2025

Proposal P24392R1

Braun Intertec Corporation
2908 Morrison Avenue
Bismarck, ND 58504

Attention: Wes Dickhut, Principal Engineer

Apple Creek Slope Stabilization, Burleigh County, North Dakota

1.0 INTRODUCTION

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

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

2.0 BGC ENGINEERING

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

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

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

3.0 BACKGROUND AND PROJECT UNDERSTANDING

BGC's understanding of the project background is based on

- Discussions during a meeting held on August 22, 2024, between BGC, the University of Mary, and Braun Intertec,
- A meeting held on October 17, 2024, with Burleigh County Emergency Management officials and Braun Intertec,
- Documents provided to BGC by the University of Mary,
- An email from Justin Messner, Disaster Recovery Chief, North Dakota Department of Emergency Services (NDDDES), on January 27, 2025 summarizing the path forward for the University of Mary slope stabilization project, and
- Discussions with Wes Dickhut of Braun Intertec and Michael Gunsch of Houston Engineering.

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

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

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

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

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

Justin Messner indicated in an email on January 27, 2025 that following two meetings between NDDDES and the University of Mary that Barr will submit a proposal for additional geotechnical investigation and instrumentation to analyze the fill material used in the slope regrading and to identify any slope movement. Justin indicated that investigation and instrumentation information collected by Barr will be provided to Houston Engineering and Braun/BGC.

4.0 SCOPE OF WORK AND METHODOLOGY

Based on discussions with Wes Dickhut and Micheal Gunsch and BGC's understanding of the project, BGC proposes the following Tasks. BGC understands that the priority for this project is stabilization of the ongoing landsliding adjacent to Apple Creek to protect private property and infrastructure during Apple Creek flood events. . This scope of work is specific to the site located along Apple Creek between Sibley Drive and the University of Mary Phase II Slope Stabilization project (Schematic 1). Other landslides are observed along Apple Creek in the vicinity of this project; however, they may not pose the same risk to public infrastructure and are not part of this project scope.



Schematic 1 - Site Location Map.

4.1 Task 1 – Site Visit and Reconnaissance Mapping

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

4.2 Task 2 – Investigation Plan

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

The scope of the investigation plan will depend on the results of the geotechnical data review and site reconnaissance. For the cost estimating purposes we have assumed that the investigation plan will include two boreholes to a depth of 100 feet. Each borehole will have slope inclinometer casing and shape accel arrays installed to a depth of 100 feet and two vibrating wire piezometers grouted into the borehole. BGC will provide an investigation plan memorandum that will provide investigation locations, methods, equipment, and access routes, as needed to support any environmental permits. BGC assumes any environmental and/or access permits required for the drilling will be obtained by Braun Intertec or others.

BGC assumes the geotechnical investigation will be conducted by Braun Intertec, including drilling, borehole logging, and procurement and installation of slope inclinometer casing.

4.3 Task 3 – Site Investigation Instrumentation Installation

Instrumentation installed in the boreholes will include a 100-foot long shape accel arrays (SAA) and two vibrating wire piezometers (VWP) in each of the two boreholes. SAAs will be installed inside slope inclinometer casing installed by Braun Intertec. BGC will provide VWPs to Braun Intertec to install with the slope inclinometer casing. An automated data acquisition system (ADAS) will be installed, and telemetry will provide near-real time monitoring of landslide movement. The data will be presented in a GIS-based website along with other remote sensing data (e.g., publicly available lidar).

BGC will procure, setup and install the SAAs and VWPs and ADAS system, including materials, programming, and cellular communication costs. BGC will send two field staff to the site near the completion of drilling to complete the instrumentation installation.

The instrumentation data will be delivered through a web-based, geo-spatial digital data management platform (Cambio Earth) that can be accessed by those approved for access by Burleigh County. This proposal includes full access to Cambio Earth Systems for 1 year.

4.4 Task 4 – Landslide Analysis and Conceptual Designs

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

BGC will perform 2D limit equilibrium slope stability analyses to evaluate the current conditions and develop conceptual design concepts that meet the objectives of Burleigh County. BGC will provide a minimum of two conceptual mitigation options, as feasible based on the site conditions and Burleigh County objectives. More options or criteria for a trigger response action plan (TARP) will be provided if feasible based on the analysis. A TARP is management tool that can guide interim actions in situations where slide movement is threatening county objectives

before full mitigation can be realized. The design will be carried to a conceptual level that will be adequate to develop rough order of magnitude construction quantities and cost estimates. BGC will develop conceptual details for each option to support quantity take offs and cost estimates. BGC will provide a memorandum summarizing the analysis and conceptual design and include ROM quantities and costs.

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

4.5 Task 5 – Photogrammetry Change Detection

University of Mary personnel collected 4 sets of aerial photogrammetry between May 14, 2024, and October 12, 2024. These data are useful for understanding the landslide movement during the summer and fall of 2024, during a period when all other slope monitoring instrumentation at the site was no longer functional. In addition, we anticipate that additional photogrammetry surveys will be collected during execution of this project. BGC is including budget to complete up to seven instances of change analysis on these data sets to determine relative movement compared to the first data set. BGC will only be able to perform the change analysis if the data is of suitable quality. If the change analysis cannot be performed due to data quality, no fees will be charged for the services.

The change analysis data will be also be delivered through Cambio Earth through the internet. This proposal includes full access to Cambio Earth for 1 year. In addition to LCD results being delivered in Cambio Earth, the results can also be provided as geo-tiff files if requested, which can be loaded into a GIS system. The use of Cambio Earth offers users the opportunity to examine the data without relying on others to produce figures. Since the instrumentation will be installed with telemetry, Cambio Earth can be used to review instrumentation data in near-real time.

5.0 KEY PERSONNEL

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

Brian Collins, Technical Lead, Project Manager

Brian has over 25 years' experience in infrastructure design with expertise in landslide, debris flow, and erosion emergency response acquired through project experience. Brian strength is providing risk-based practical solutions to complex geotechnical problems. Brian's career includes design experience as an owner, a contractor, and as a consultant, including 10 years with the FHWA Western Federal Lands Highway Division, where he was also the Federal Lands Geotechnical Discipline Champion. Brian initiated and managed several research projects and developed and delivered training, presentations, and multiple professional publications on the

deep patch landslide mitigation technology. Brian recently presented a case history of a horizontal drain landslide mitigation project constructed 7 years ago at the Deep Foundation Institute's 2024 Slope Support and Stabilization conference.

Mark Vessely, Technical Collaborator and Reviewer

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

Scott Anderson, Corporate Oversight

Scott is a Principal Geotechnical Engineer with geotechnical design and construction experience in the transportation, water resources, mining, and pipeline industries. His 40 years of experience include earthwork, retaining structure and foundation design and construction, and ground modification techniques. He is experienced with remote sensing, geophysical and drilling site characterization, and the determination of soil and rock properties and design parameters. He has provided forensic services, oversight and review of design and construction, as well as contributed to research and deployment of training and new technology in areas such as site characterization and slope and foundation design. Throughout his 40 years of experience and including his graduate work in geology and engineering, Scott has had a particular focus on landslides and slope stability. He is based in the western US and has projects around the world.

6.0 SCHEDULE

BGC proposes the following schedule based on an assumed contract notification to proceed date of March 1, 2025. Actual start and finish dates will be adjusted based on the date the contract is signed by both parties. For schedule estimating purposes, BGC assumed that drilling and instrumentation installation would be completed in December 2024.

Activity	Start Date	Duration	Finish Date
Task 1 – Site Visit	3/1/25	2 weeks	3/15/25
Task 2 – Investigation Plan	3/15/25	2 weeks	3/29/25
Task 3 – Site Investigation Instrumentation Installation	4/12/25	1 weeks	4/19/25
Task 4 – Landslide Analysis & Conceptual Designs	3/29/25	16 weeks	7/19/25
Task 5 – Photogrammetry Change Detection	3/1/25	2 weeks	3/15/25

7.0 COST ESTIMATE

Table 1 (appended) presents an approximate distribution of the budget and BGC's hourly rates for the tasks outlined in this proposal. The total cost for this scope of work is estimated to be **\$211,861 USD**. The estimate uses BGC 2025 rates.

Every effort will be made to stay within this budget both on a task-by-task and overall project basis. The budget will not be exceeded without prior written approval from Braun Intertec. This cost is based on the estimated hours required to complete the work and is not a lump sum. Any hours above or below the estimate will be added or subtracted at the rates provided. The cost estimate shown in Table 1 is valid until April 1, 2025. Subcontractor fees and disbursements for instrumentation materials will be marked up by 10%. Travel costs will be charged at cost (no mark up). Billing will be monthly, usually on the tenth day of the month following the period in which the costs were incurred.

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

8.0 ASSUMPTIONS AND ADDITIONAL CONSIDERATIONS

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

- This scope of work does not include performing subsurface investigations, logging boreholes, or laboratory testing. BGC assumes these tasks will be performed by Braun Intertec.
- Several areas of active landsliding have previously been identified in the bluffs below the University of Mary campus. BGC's scope of work is limited to the southern area of

landsliding below the University of Mary cemetery and Boniface West Hall extending downslope towards Apple Creek and Sibley Drive (Schematic 1).

- BGC will utilize available topographic data in limit equilibrium slope stability modeling.

9.0 CLOSURE

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

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

Yours sincerely,

BGC Engineering USA Inc.
per:

A handwritten signature in blue ink, appearing to read "B. M. Collins".

Brian Collins, PE
Principal Geotechnical Engineer

BC/MV/sa

Attachment(s): Table 1. Cost Estimate
Appendix A Professional Services Agreement
Appendix B 2025 Standard Rates

TABLE 1 - COST ESTIMATE (BGC 2025 RATES - USD).

2/5/2025

Expense	Principal Geotechnical Engineer III	Principal Geotechnical Engineer II	Principal Geotechnical Engineer I	Senior Geotechnical Engineer or Geologist II	Senior Geotechnical Engineer or Geologist I	Intermediate Geotechnical Engineer or Geologist II	Intermediate Geotechnical Engineer or Geologist I	Junior Geotechnical Engineer or Geologist II	Geomatics (GIS/CAD) III	Admin Support	Total Hours Per Task	Total LaborCost Per Task	Total Hours Per Task	Total LaborCost Per Task	Disbursements
	\$383.00	\$362.00	\$317.00	\$280.00	\$242.00	\$203.00	\$187.00	\$165.00	\$160.00	\$80.00					
Task 00 - Project Management	4	4	28	0	0	0	0	0	0	0					
Project setup - accounting, document management			8								8	\$2,536.00	36	\$11,856.00	
Invoices			8								8	\$2,536.00			
Meetings	4	4	12								20	\$6,784.00			
											0	\$0.00			
Task 01 - Site Visit	0	0	28	0	0	30	0	0	0	0					
Trip prep			4			6					10	\$2,486.00	58	\$14,966.00	
Site reconnaissance visit			24			24					48	\$12,480.00			\$ 3,278.00
											0	\$0.00			
Task 02 - Investigation Plan	3	6	24	0	0	4	32	0	20	0					
Review existing subsurface data and mapping	2	4	16			4	16				42	\$11,090.00	89	\$20,925.00	
Develop Plan			4				8				12	\$2,764.00			
Memorandum	1	2	4				8		20		35	\$7,071.00			
											0	\$0.00			
Task 03 - Site Investigation Instrumentation Installation	0	0	2	2	42	0	2	50	0	0					
Instrumentation coordination and setup			2		2		2	2			8	\$1,822.00	98	\$19,982.00	\$ 51,601.00
Instrumentation installation					40			40			80	\$16,280.00			\$ 4,064.00
Instrumentation setup				2				8			10	\$1,880.00			
											0	\$0.00			
Task 04 - Landslide Analysis and Conceptual Designs	10	15	50	0	0	8	160	0	30	2					
Subsurface model	1	1	2			8	16				28	\$5,995.00	275	\$61,614.00	
2D limit equilibrium modeling - analyze current conditions	1	1	4				24				30	\$6,501.00			
2D limit equilibrium modeling - conceptual designs	2	2	10				40				54	\$12,140.00			
Conceptual drawings	1	1	10				20		30		62	\$12,455.00			
Quantities and cost estimates	1	2	4				20				27	\$6,115.00			
Summary Memorandum	4	8	20				40			2	74	\$18,408.00			
											0	\$0.00			
Task 05 - Photogrammetry Change Detection	0	0	5	0	0	0	0	0	4	0					
Cambio GIS website with remote sensing and instrumentation data			1						4		5	\$957.00	9	\$2,225.00	\$ 5,500.00
Change analysis - 7 instances from 8 photogrammetry data sets			4								4	\$1,268.00			\$ 15,850.00
											0	\$0.00			
Total Hours	17	25	137	2	42	42	194	50	54	2	565				
Toal Cost	\$ 6,511.00	\$ 9,050.00	\$ 43,429.00	\$ 560.00	\$ 10,164.00	\$ 8,526.00	\$ 36,278.00	\$ 8,250.00	\$ 8,640.00	\$ 160.00					

Labor Total \$ 131,568.00
Disbursements Total \$ 80,293.00

TOTAL \$ 211,861.00

APPENDIX A

PROFESSIONAL SERVICES AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

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

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

11001 Hampshire Avenue S
Minneapolis, MN 55438
USA

AND:

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

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

RECITALS

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 THE SERVICES

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

2 INTERPRETATION

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

3 AGREEMENT SCOPE

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

4 STANDARD OF CARE

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

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

5 COMPENSATION

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

6 SUB-CONSULTANTS/SUBCONTRACTORS

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

7 RIGHT OF ENTRY AND PROJECT INFORMATION

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

8 INTELLECTUAL PROPERTY, DELIVERABLES, AND CHANGE ORDERS

8.1 Intellectual Property

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

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

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

8.2 Deliverables

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

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

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

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

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

8.3 Change Orders

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

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

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

9 CONFIDENTIALITY

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

10 INSURANCE

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

- c. commercial general liability insurance, in the amount of Two Million U.S. Dollars (\$2,000,000.00 USD) per occurrence and in the aggregate; and
- d. professional liability insurance, in the amount of One Million U.S. Dollars (\$1,000,000.00 USD) per claim and in the aggregate.

10.2 Upon request, BGC will provide Consultant a certificate of insurance for the required insurance coverages.

- a. BGC shall cause Consultant to be named as additional insured on the required commercial general liability insurance policy maintained by BGC r its Affiliates in respect of the Project.

11 LIMIT OF LIABILITY TO CONSULTANT

11.1 *BGC Group's liability is limited to direct damages only.*

11.2 *BGC Group's total aggregate liability to Consultant for all Claims or Losses arising out of, resulting from, or related in any way to this Agreement, the Project, or the Services shall not exceed the greater of (i) a sum of money equal to the fees Consultant paid BGC for the applicable Services out of which the Claims or Losses arose, or (ii) TWO HUNDRED FIFTY THOUSAND U.S. DOLLARS (\$250,000.00 USD) (the "Liability Cap"). The Liability Cap applies:*

- a. *to the fullest extent permitted by law;*
- b. *notwithstanding anything else to the contrary in this Agreement; and*
- c. *whether Claims or Losses arise in contract (including breach of contract), tort (including negligence or negligent misrepresentation), warranty, statute, strict liability, or any other theory of recovery or liability at law or in equity.*

11.3 *Consultant further agrees that the Liability Cap is binding on Consultant and Consultant's Affiliates. Any reference to "Consultant" in Section 11.2 above includes both the Consultant that entered this Agreement and any of its Affiliates that may bring one or more Claims against any of BGC Group related in any way to this Agreement, the Project, or the Services. For greater certainty, BGC Group's total aggregate liability to Consultant and Consultant's Affiliates for all Claims or Losses arising out of, resulting from, or related in any way to this Agreement, the Project, or the Services shall not exceed the Liability Cap.*

11.4 *Consultant represents and confirms that it has authority to bind its Affiliates to the Liability Cap.*

11.5 *If it is determined that Consultant lacks authority to bind any Affiliate of Consultant to the Liability Cap, then:*

- a. *the Liability Cap will remain binding on Consultant and Consultant's other Affiliates.*

12 LIMIT OF LIABILITY TO BGC GROUP

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

13 OTHER LIMITATIONS OF LIABILITY AND INDEMNITIES

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

- 13.1.1** Consultant agrees to defend, indemnify, and hold harmless BGC Group, and each of them, from and against any Claim or Loss arising, in whole or in part, out of:
- a. the comparative negligent act or omission of Consultant, Consultant's Affiliates, or any of their respective Personnel; or
 - b. a decision or action by Consultant that is contrary to advice BGC previously communicated to any of them.

14 MUTUAL WAIVER

- 14.1** All BGC Group members are entitled to enforce any provision of this Agreement that requires Consultant to limit or waive BGC Group's liability, or to indemnify BGC Group. BGC may also enforce such provisions on behalf of other BGC Group members. All of this Article 14 applies to the fullest extent permitted by law. In no event will either Party be liable to the other Party for any of the following kinds of losses or damages arising out of or resulting from this Agreement, the Services, or the Project: (a) punitive, exemplary, aggravated, incidental, special, indirect, or consequential damages; (b) loss of actual or anticipated profit, revenue, product, contract, production, business opportunity, goodwill, data, or property value; (c) costs of capital, financing, or overhead; or (d) business interruptions. The foregoing kinds of losses and damages for which a Party has no liability are referred to herein as "Waived Damages."
- 14.2** Additionally, each Party, for itself and as agent for its Affiliates, hereby releases the other Party, such other Party's Affiliates, and their respective Personnel from all liability for any Waived Damages that the releasing Party or its Affiliates may suffer as a result of or in connection with this Agreement, the Services, or the Project.
- 14.3** For greater certainty, this Article 14 does not apply to Consultant's obligation to pay BGC's invoices for Services.

15 TERMS FAIRLY NEGOTIATED

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

16 DEFICIENCIES REPORTING

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

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

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

17 ENVIRONMENTAL

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

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

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

18 HAZARDOUS MATERIALS

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

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

19 TERMINATION

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

20 ASSIGNMENT

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

21 FORCE MAJEURE

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

22 NOTICES

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

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

23 SURVIVAL

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

24 NO WAIVER

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

25 GOVERNANCE

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

26 DISPUTE RESOLUTION

- 26.1 All Claims and disputes arising out of or related to this Agreement or the Services are subject to this Article 26.
- 26.2 The Parties shall make reasonable, good faith efforts to resolve any demand or dispute between them by discussion and negotiation. The Parties will provide each other, on a "without prejudice" basis, frank, candid, and timely disclosure of relevant information and documents to facilitate those negotiations. The Parties shall promptly schedule a meeting between officers of each Party to negotiate the demand or dispute in good faith. If the Parties do not resolve a demand or dispute by negotiation within thirty (30) days after such meeting or within such other period agreed to by the Parties (the "Negotiation Period"), then, as a precondition to either Party commencing any legal action against the other, the Parties agree to attempt to resolve the demand or dispute through non-binding mediation in the U.S. state in which the Project is located. The mediation must occur within ninety (90) days after the expiry of the Negotiation Period or within such other period agreed to by the Parties. Each Party will pay half of the mediator's invoice for the mediation.
- 26.3 Any effort to resolve demands or disputes by negotiation or mediation will be conducted on a confidential basis and without prejudice to the Parties' rights or recourses.

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

27 GENERAL

- 27.1 The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any other provision of this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then such provision shall be limited or modified to the minimum extent necessary to make it valid and enforceable, and the provisions of this Agreement as so amended shall remain in full force and effect. If an invalid, illegal, or unenforceable provision cannot be reformed to make it valid, legal, and enforceable, then:
- i. such provision shall be stricken from this Agreement;
 - ii. the rest of this Agreement shall remain in full force and effect and be construed without reference to the void or unenforceable provision; and
 - iii. the Parties shall negotiate in good faith to agree upon a valid and enforceable replacement provision that is as near as possible to the void or unenforceable provision's original intent.
- 27.2 The Parties agree to take such other actions, and to execute such additional documents, as may be necessary to fulfill the intent and purpose of this Agreement.
- 27.3 Both Parties' rights and remedies under this Agreement are cumulative.
- 27.4 This Agreement contains the Parties' entire agreement regarding the subject matter hereof. This Agreement supersedes all the Parties' prior understandings regarding the subject matter of this Agreement, whether written or oral. This Agreement may only be amended by a written document executed by both Parties.
- 27.5 Each Party had a full and fair opportunity to consult its legal counsel and negotiate the terms of this Agreement. The terms and provisions of this Agreement shall not be construed in favor of or against any Party merely because one Party prepared some or all of this Agreement. Any ambiguity in this Agreement shall not be construed strictly in favor of or against either Party.

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

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

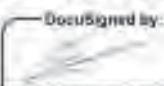
IN WITNESS WHEREOF, the Parties executed this Agreement, effective as of the date noted above. The undersigned signatories confirm that they have authority to bind their respective companies to this Agreement.

CONSULTANT: Braun Intertec Corporation

BGC Engineering USA Inc.

ACCEPTED FOR **CONSULTANT** by:

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

DocuSigned by:

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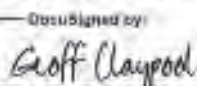
(signature)

Name: Ezra Baillinger

(print)

Title: Director

Date: June 28, 2024

DocuSigned by:

EA2221F116F917

(signature)

Name: Geoff Claypool

(print)

Title: CFO

Date: June 17, 2024

Exhibit A

SCOPE OF SERVICES DOCUMENT

Exhibit B

SCHEDULE OF FEES AND DISBURSEMENTS

APPENDIX B

2025 STANDARD RATES





2025 RATES – U.S. DOLLARS

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

Notes:

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

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

NORTH DAKOTA

WATER USERS ASSOCIATION | WATER COALITION | WATER RESOURCE DISTRICTS ASSOCIATION | IRRIGATION ASSOCIATION

Legislative Report

2025 Session Wrap Up

The state legislature adjourned sine die in the early morning hours of Saturday, May 3, after 74 days. This leaves six days of the 80 days allotted by the state constitution every two years for policymakers to reconvene as needed during the interim. At adjournment, the state's budget was nearly \$20.3 billion, an increase from the 2023-2025 budget of \$19.6 billion.

A total of 1,035 bills were introduced and acted on this session, the most since the 2009 session, and the legislature passed approximately 600 of the introduced bills and resolutions. The governor has until May 23 to either sign or veto a bill. Although unusual, the legislature could reconvene to consider any vetoes that happen after adjournment.

When it comes to water, this was a very active session. We saw new tools rolled out to maximize Resources Trust Fund dollars while also advocating strongly to [retain the current percentage of the oil extraction tax that funds the Resources Trust Fund](#).

On the policy side, there were 17 bills introduced that had a direct or indirect impact on Water Resource Districts and their operations. Of note, [SB 2276](#) removes the requirement that all water resource districts join basin boards. Instead, the bill focuses on the development of project boards to facilitate project development and cooperation. Additionally, while [HB 1385](#) was not passed, the Department of Water Resources has committed to developing administrative rules establishing timelines for permit review for construction and drainage permits. Finally, some significant momentum was gained in the funding and policy surrounding construction and completion of drain projects. [HB 1020](#), for the first time, includes dedicated funds for conveyance projects. Additionally, the State Water Commission approved a cost share percentage of up to 60% on all drainage projects beginning July 1. Finally, passage of [HB 1218](#) places a moratorium on the use of economic analysis for drain projects coming before the State Water Commission in the 2025-2027 biennium. All these pieces will make it much easier to work on projects in the coming biennium. We thank the State Water Commission, the Department of Water Resources and many legislative champions for their commitment to working on water resource district issues this session.

Irrigation saw similar wins. [HB 1531](#) provides \$75,000 for a study of the economic impact irrigation has on the state. The Irrigation Association is looking forward to working with a contractor starting this summer to complete that important study. Additionally, the Association will be working with the Department of Water Resources over the interim to tackle important issues like permitting and governance of irrigation districts.

As we look ahead to the 2025-2027 interim, there are several proposed studies surrounding water including a study of the economic analysis tool, a study of watershed districts and study of taxation of inundated lands. Additionally, [HB 1020](#) calls for reviews of the finance and

governance of the large projects and the State Water Commission's cost share policy and expands the Water Topics Committee, particularly when it comes to oversight of new large, proposed projects.

Final Property Tax Relief and Reform Bill

HB 1176, the property tax relief and reform bill backed by Governor Armstrong, passed both chambers in the last hours of the legislature. A final agreement between the House and Senate saw the Senate accept most of the House's preferred provisions. As passed, HB 1176 provides a \$1,600 credit for primary residences modeled after the \$500 credit passed in the last session. Like the existing primary residence credit, homeowners will have to apply for the credit.

Homeowners will be eligible to receive a 100% reduction in their tax up to \$1,600. The funding for this credit is earnings off the Legacy Fund.

HB 1176 also applies a 3% cap to most political subdivisions. There was much conversation about the impact of a cap on school districts. The final version does cap schools but also requires the state to make up the shortfall if the cap causes a school district to fall below the 60 mills the Century Code mandates. Of note, townships are not capped.

HB 1168 and HB 1575 were both defeated.

Legislative Management

Legislators elected [members](#) to the Legislative Management Committee. Legislative Management decides which discretionary studies to pursue during the interim, appoints interim committee members, and assigns studies to the interim committees. They will likely meet for the first time in June.

OTUS Comments

The North Dakota Water Users Association joined the National Water Resources Association in [submitting comments on the new proposed Waters of the US \(WOTUS\) regulations](#). Highlights from the letter include fully implementing the Supreme Court's decision in the *Sackett* case and ensuring agriculture will not be negatively impacted.

Travnicek Hearing

Dr. Travnicek's nomination hearing to be Assistant Secretary of the Interior for Water and Science was held on April 30. Dr. Travnicek was welcomed by Sen. Hoeven and spoke of how her prior experience will assist her in her duties if confirmed. The hearing was recorded and can be [viewed on the committee's website](#). The committee will likely vote on the nomination in the next few weeks.

Water Funding

HB 1020 D/R/S C Funding

Passed

HB 1020 is the appropriations bill for the Department of Water Resources (DWR) and State Water Commission (SWC). A conferenced version of the bill was put together that authorized a line of credit up to \$260 million line of credit. Of the \$260 million line of credit, \$50 million is

earmarked for the Southwest Pipeline Project's water treatment plant. The line of credit will allow large projects to better utilize state funding to complete their work.

The final version also included language to expand the responsibilities of the Water Topics Overview Committee. This committee has traditionally only met during the interim. The bill directs Water Topics to review new projects that would request \$10M or more from the State Water Commission. If projects came up during the legislative session, the language allows the committee to meet during the legislative session.

Of note, the conferenced bill also removes the Water Stabilization Fund and allows the Department of Water Resources to hire an in-house attorney.

An overview of the final buckets is below:

Bucket	\$ 1020
Large Regional Projects --Red River Valley Water Supply --\$205M --Western Area Water Supply --\$40M --NAWS --\$12.6M --SWPP --\$101M	
Flood Control --Valley City --\$12M --Mouse River --\$81.1M --Devils Lake Outlet --\$1M --South Bismarck --\$17M --Heart River --\$7.5M	
Water Supply --Rural --\$70M --Municipal --\$40M	
General Water --conveyance --\$15M --other --\$3M	
Discretionary	\$10M

■ Includes a line of Credit for the water treatment plant.
■ There is an acknowledgement that only \$14M is eligible per the State Water Commission's cost share. Water Topics is directed to study the eligibility of stormwater.

Passed the House, 79-9 Passed the Senate 45-0, May 2

■ ■ **1017 Game and Fish Department** **Passed**

■ B 1017 is the appropriations bill for the Game and Fish Department, including funding for aquatic nuisance species (ANS) prevention. The bill includes almost \$3 million in funding for ANS prevention.

Signed by the Governor April 23

■ **Water Resource Districts**

■ ■ **1041 Noncomplying Dikes or Dams** **Passed**

■ B 1041 is a red tape reduction bill from the Department of Water Resources that states that a complaint can be filed on a noncomplying dike or dam per the definition provided in statute.

Signed by the Governor March 18

■ ■ **1202 Funding for Drain 11** **Failed**

■ B 1202 provides \$3 million to the Sargent County Water Board for Drain 11.

Failed in the House, 17-47, January 24

■ ■ **1218 Economic Analysis for Conveyance Projects** **Passed**

■ B 1218 is a bill that deals with the State Water Commission's economic analysis (EA) tool for conveyance projects. Different versions of the bill passed each chamber, so a conference committee was appointed. The conference committee met several times and agreed to the Senate version of the bill (requires a two-year moratorium on the EA for assessment projects and a study of the EA tool) with two additions. The bill now removes the State Water Commission's discretion to lower the threshold from \$1 million for assessment projects. The bill also changes the study of the EA from an agency study to a legislative study, likely conducted by the interim Water Topics Committee.

Delivered to the Governor May 1

■ ■ **1280 Voting Rights for Nonpaying Landowners** **Passed**

■ B 1280 would prohibit a landowner who has failed to pay an assessment from voting on a potential assessment project.

Signed by the Governor April 18

■ ■ **1385 Permit Deadlines for D R** **Failed**

■ B 1385 establishes deadlines for processing construction and drainage permits from the Department of Water Resources. Additionally, the bill establishes deadlines for appeals heard by the department. The Department of Water Resources is working to establish a 120-day

permit deadline in administrative rule. All parties agreed to work through the administrative rules process. Because of this the bill failed.

Failed in the House, consent, February 4

HB 1396 Drainage by Landowners Opposed to Assessment Projects **Failed**

HB 1396 would give the water resource district the ability to not approve drainage projects from landowners who opposed an assessment project for five years following the vote against the project.

Failed in the House, 5-86, February 4

HB 1544 Downstream Notification on Drainage Projects **Failed**

HB 1544 reduces the threshold for a surface drainage permit from 80 acres of watershed to 0 if a surface drain flows directly onto another landowner without first obtaining written consent from the downstream landowner. It requires notice be provided to downstream landowners who are affected by any subsurface water management system (tile drain) under 80 acres. If the downstream landowner objects to the tile drain, the person seeking to install the tile drain must apply for a subsurface water management permit.

Failed in the House, 27-63, February 17

HB 1557 Legal Fee Reimbursement Grant **Failed**

HB 1557 provides an appropriation to the Department of the Water Resources in the amount of \$221,993 "for the purpose of providing grants to reimburse residents for legal fees associated with watershed lawsuits heard by the North Dakota supreme court."

Failed in the House, 6-85, February 4

SB 2044 Watercourse Determinations **Passed**

SB 2044 would allow aggrieved persons, and not just water resource districts, the ability to appeal a watercourse determination to the Department of Water Resources. This bill was submitted by the Department of Water Resources. The Water Resource Districts Association testified in support of this bill.

Signed by the Governor March 18

SB 2059 Hearing and Appeals of the Department of Water Resources **Passed**

SB 2059 was requested by the Department of Water Resources. It makes updates to several pieces of code regarding hearings and appeals related to the department. Of note, it removes many instances of a 15-day deadline for response to a notice from the department. It also updates service of information from the department be made via certified mail.

Signed by the Governor March 18

SB 2069 Publication Requirements**Passed**

SB 2069 is a bill requested by the Public Service Commission that would have initially required all units of government to file any notice that is required to be published in a newspaper with the Secretary of State as well. The bill was amended to only apply to state agencies after feedback from the Water Resource Districts Association.

Signed by the Governor April 23**SB 2118 Stream Crossing Determinations****Failed**

SB 2118 is a bill requested by the Department of Water Resources that removes the department from the process of providing stream crossing determinations. The Water Resource Districts Association offered alternative language that gives water resource districts the authority to establish a stream crossing determination and allows the Agriculture Commissioner to consult with state agencies when there is a disagreement. The Department of Water Resources agreed to work with water resource districts over the next interim on this issue. The DWR also agreed to look at contracting out these determinations so they can be done in a more timely manner.

Failed in the Senate, 0-47, January 20**SB 2180 Public Comment at Public Meetings****Passed**

SB 2180 requires certain public entities, including water resource districts, allocate time for public comment on the agenda of all meetings. The public entity can set the time allowed for public comment, the time each speaker can speak, as well as limit comments to relevant topics. The public entity is required to develop a policy regarding public comment. If passed, all water resource districts would be required to comply with SB 2180.

Signed by the Governor May 1**SB 2153 Clean Up Bill****Passed**

SB 2153 is a bill that cleans up an error in existing statute regarding conveyance projects.

Signed by the Governor March 18**SB 2210 Watershed Boundary Study****Passed**

SB 2210 would authorize a legislative management study to look at water management from a watershed perspective. The bill passed unanimously out of the Senate committee and passed the Senate 45-2.

Signed by the Governor April 18**SB 2276 Joint Boards****Passed**

SB 2276 is an update to the joint board bill that passed last session. This bill was significantly amended in conjunction with the Water Resource Districts Association, the Association of Counties and legislators. The bill, as passed, repeals current and proposed mandates to join large basin or watershed boards. The bill instead mandates participation in a project board if there is an assessment project that spans multiple counties. The amendment also clarifies the process for levying assessments across county lines.

Signed by the Governor April 24

SB 2283 Small Subsurface Drainage Requirements

Failed

SB 2283 requires that notice be served on downstream landowners when a landowner installs a drainage project under 80 acres. The notice must be served via certified mail. The downstream landowners then have 30 days to deliver written objections to the water board on the project. If there are objections, the water board can then place conditions on the permit like they can for large drainage projects. Damages sustained by drainage have to be mediated by a board appointed by the water board. Mediation is nonbinding and costs are borne by the owner of the drainage system. There was lots of opposition testimony from ag groups.

Failed in the Senate, 6-40, February 3

Irrigation

HB 1042 Beneficial Use

Passed

HB 1042 is a clean-up bill from the Department of Water Resources that makes a correction to the century code. The bill clarifies that a 'permit,' not an 'application,' is forfeited if the holder doesn't request renewal within the currently established timeframe.

Signed by the Governor March 18

HB 1201 Temporary or Conditional Water Permits

Passed

HB 1201 gives the Department of Water Resources the ability to approve temporary or conditional water permits for irrigation out of a surface water source.

Signed by the Governor April 4

HB 1531 Irrigation Study Appropriation

Passed

HB 1531 appropriates \$75,000 to conduct an economic study on irrigation and drainage. Several questions to be answered include the economic loss due to the lack of federal irrigation support promised to the state in the Pick Sloan plan. The bill was amended to exempt this study from the state procurement process.

Signed by the Governor April 24

SB 2020 SARE Priorities

Passed

SB 2020 is the funding bill for NDSU research and extension. The final version of the bill includes a 3% merit-based pay raise in each year of the biennium for all agencies within the appropriations bill. The NDSU Extension budget received a general fund base budget decrease of \$681,457 (a 2.1% cut) but does include funding for a carbon and biofuels specialist, to help farmers and ranchers improve their profitability through better business decisions related to carbon contracts. The branch research center budget received an additional \$280,000 in operating support and \$100,000 toward a position related to grape research at the North Central Research Extension Center (REC) in Minot. The main research center budget (North Dakota Agriculture Experiment Station (NDAES)) received a general fund base budget decrease of \$639,262 (a 1.1% cut) and a removal of 4.98 FTE and the associated budget (\$1,140,411) for

positions vacant for 24 months or more. While there were cuts to the budget, the main research center budget did see some positive outcomes. The bill includes additional funding for an FTE veterinary toxicology resident position, an added \$500,000 in one-time funds for deferred maintenance, \$620,000 for the completion of the research building at the Oakes Irrigation Research Site, and \$950,000 in state funding and \$1.65 million in fundraising authorization for the seed conditioning plant at the Langdon REC. It also adds \$400,000 in state funding, plus an additional \$1.9 million in fundraising authorization, for the Nesson Valley facility at the Williston REC. The Williston REC also received \$200,000 in fundraising authority to complete its machine shed project. It also includes \$1.5675 million for the construction of pre-engineered steel machinery storage buildings at the Dickinson, Central Grasslands, and Carrington RECs. Lastly, the bill adds an emergency clause to start renovations on the entirely privately funded NDSU Swine Research Unit.

Delivered to the Governor May 1

SB 2039 Property Tax Exemption for Elevators and Potato Warehouses **Passed**
SB 2039 is the bill from the Interim Taxation Committee to clarify the taxation of certain commodity storage facilities. It would define “growing of agricultural commodities” for purposes of property tax classifications.

Signed by the Governor April 8

SB 2065 Irrigation District Formation **Passed**
SB 2065 is a clean-up bill from the Department of Water Resources that makes a minor update to the required items the department must compile when they receive a request to form an irrigation district. This bill has sparked interest in taking a comprehensive look at the irrigation district statutes in the 2025 interim.

Signed by the Governor March 18

SB 2141 Change of Purpose for Water Permit **Passed**
SB 2141 allows for a change of purpose for a conditional or perfected water permit to livestock or nonconsumptive use.

Signed by the Governor March 18

Weather Modification

SB 1514 Weather Modification Ban **Failed**
SB 1514 would ban cloud seeding (as well as potentially other aerial activities) and encourages the public to turn pilots and others into county sheriffs if they believe them to be engaged in prohibited activity. It compels the sheriff and the director of the Department of Environmental Quality to investigate all complaints made to them.

Failed in the House, 28-63, February 24

SB 2106 Weather Modification Ban **Failed**
SB 2106 would ban weather modification in the state.

Failed in the Senate, 18-29, February 7

Other Bills of Interest

BB 1040 Drought Disaster Livestock Water Assistance Program Passed

BB 1040 is a red tape reduction bill from the Department of Water Resources. It removes a requirement that producers seeking assistance from the Drought Disaster Livestock Water Assistance Program apply and be denied assistance by the federal Farm Service Agency.

Signed by the Governor March 18

BB 1043 Leadership of the State Water Commission Passed

BB 1043 removes duplicative language establishing the Governor as chair of the State Water Commission and giving the Governor the authority to appoint a presiding officer in the Governor's absence.

Signed by the Governor March 18

BB 1141 Advocacy Group Funding Failed

BB 1141 would prohibit state agencies and political subdivisions from using public dollars to be a member of or contribute to any group that has taken a position on a candidate or measure in the last 10 years. This could have a significant impact on groups that participated in the discussion on Measure 4. Of note, if BB 1141 had been the law of the land in the 1980s, the Water Users would have had to make a difficult decision regarding their support for the constitutional amendment that established the Resources Trust Fund.

Failed in the House, 39-51, February 17

BB 1162 LAWA Makeup Passed

BB 1162 would make a slight change to the makeup of the Lake Agassiz Water Authority (LAWA) to add one additional member. The bill was heard and unanimously passed by the House Political Subcommittee.

Signed by the Governor April 18

BB 1176 Governor Armstrong's Tax Relief and Reform Package Passed

See final write up at the beginning of the report.

Passed the House, 86-4 Passed the Senate, 46-0, May 2

BB 1182 Dickey County Flood Funding Failed

BB 1182 would appropriate \$611,000 to the Department of Transportation for replacing a culvert system and raising the grade of a road to address flooding on the road.

Failed in the House, 6-87, February 3

BB 1300 Term Limits Failed

BB 1300 clarifies when the clock starts ticking on term limits for legislators. Reps. Koppelman, Rohr and HanWinkle and Sens. Myrdal, Sickler and Castaneda were appointed to a conference committee. The conference committee could not come to a compromised agreement so the House conferees accepted the Senate version of the bill which failed on the House floor.

Failed in the House, 28-61, April 28

HB 1306 Open Records

Failed

HB 1306 allows each citizen in North Dakota to receive one free open records request per entity, as long as that request takes less than 40 hours.

Failed in the House, 15-75, February 17

HB 1408 Annual Sessions

Failed

HB 1408 would authorize annual legislative sessions.

Failed on the Senate Floor, 17-30, April 14

HB 1435 Legacy Fund Earnings Bonding

Failed

HB 1435 would cap the percentage of legacy fund earnings that could be used to pay for bonds at 33% (currently that would cap spending at just over \$102M).

Failed in the House, 4-87, February 12

HB 1537 Water Service Agreement Protection During Term of Loan

Passed

HB 1537 removes some of the protections offered to rural water systems regarding their service area when they take a loan out to provide service. This bill was amended by the committee with an amendment agreed to by the League of Cities and the Rural Water Association. This bill was amended to add an emergency clause.

Signed by the Governor April 24

HB 1554 Outdoor Heritage Fund

Passed

HB 1554 adds the Department of Water Resources Director to the Outdoor Heritage Fund technical committee. It also makes changes to the requirements for passing grant applications made out of the fund.

Signed by the Governor March 26

HB 1572 State Assuming Local Levies

Failed

HB 1572 would have the state assume the levying of the mill associated with the Garrison Diversion Conservancy District as well as some other local levies.

Failed in the Senate, 2-44, April 2

HB 1605 Fluoride in Water

Failed

HB 1605 prohibits adding fluoride to drinking water.

Failed in the House, 40-53, February 19

SB 2027 Floodplain Zoning

Passed

SB 2027 is a bill that came out of the interim Agriculture Committee. Currently, some townships have authority to zone for floodplains. In general, the federal government does not recognize township zoning authority. This has created issues with North Dakotans in townships that have this zoning authority who hold a policy from the National Flood Insurance Program. The bill

defaults floodplain zoning to the county. Townships would then have to take action to take on the zoning authority. The bill also directs the zoning authority (either townships or counties) to inform the Department of Water Resources that they have the zoning authority for their jurisdiction.

Signed by the Governor March 31

SB 2097 Rural Community Endowment Fund Failed

SB 2097 establishes a \$5 million endowment fund for rural communities in North Dakota. The bill was amended to require an additional \$5 million be raised from private funds before any grants are made out of the endowment.

Failed in the House, 20-72, April 15

SB 2110 Certification of Water Distribution Operators Passed

SB 2110 is a bill requested by the Department of Environmental Quality (DEQ) regarding the certification of water distribution operators. This bill was amended to provide rule making authority for the DEQ.

Signed by the Governor March 18

SB 2188 Makeup of the Clean Sustainable Energy Authority Passed

SB 2188 would add the director of the Department of Water Resources to the Clean Sustainable Energy Authority.

Delivered to the Governor May 1

SB 2299 Oversight of Rural Water Systems Passed

SB 2299 places additional requirements on the governance and operation of rural water systems including making changes to how board members are elected. The bill was amended to address concerns from the ND Rural Water Systems Association.

Signed by the Governor April 3

SB 2308 Boards and Commissions Passed

SB 2308 repeals several boards and commissions including the Atmospheric Resources Board. The bill also sets up a task force to look at all boards and commissions in the interim.

Delivered to the Governor May 1

SB 2321 Costs Related to Eminent Domain Failed

SB 2321 would direct a political subdivision who loses an eminent domain case to pay costs related to expert witnesses like they do for other legal fees.

Failed in the House, 39-51, March 31

SB 2325 Nonfederal Wetland Easements Failed

SB 2325 directs the Department of Water Resources to determine the ordinary high water mark for all wetland easements in the state and then places liability for damages due to flooding above the ordinary high water mark on the nonfederal entity that holds wetland easements.

Failed in the House, 4-84, April 11

SB 2372 Legacy Earnings Streams

Failed

SB 2372 increases the distribution from the Legacy Fund to the Legacy Earnings Fund from 7% to 8% largely for road funding. Parts of this bill were incorporated in the NDDOT budget.

Failed in the Senate, 0-47, February 24

SB 2379 Eminent Domain Survey

Passed

SB 2379 requires any entity conducting surveying for a project provide notice via certified mail prior to entering land.

Signed by the Governor April 8

CR 3003 Threshold for Constitutional Amendments

Passed

CR 3003 would establish a 60% threshold to amend the North Dakota constitution. The resolution was slightly amended to provide clarity.

Filed with the Secretary of State, April 15

CR 3018 Inundated Lands

Passed

CR 3018 directs Legislative Management to consider studying water and wetland regulations and taxation of inundated lands. This bill was amended to provide additional study on wetland delineations.

Filed with the Secretary of State, April 22

SCR 4002 Federal Perpetual Easements

Passed

SCR 4002 would ask Congress to allow the Fish and Wildlife Service to offer buyouts to landowners who have permanent easements on their property. If the landowner would like, they could pay the Fish and Wildlife Service to remove the easement on their land.

Filed with the Secretary of State, April 2

How to Contact Your Legislators

During the session, legislators can be reached by email, phone or mail: [Senate](#) or [House](#). Detailed information on legislative activities is available on the [Legislative Assembly website](#).

North Dakota
Water Resource
Districts Association

JACK P. DWYER, EXECUTIVE SECRETARY
701-730-5469 (c) • jack@ndwaterlaw.com
P.O. Box 2254 • Bismarck, North Dakota 58502
701-223-4615 (o) • staff@ndwater.net

MEMO: May 5, 2025
TO: North Dakota Water Leaders
FROM: Harold Gaugler, President
RE: 2025 Joint Summer Water Meeting

The 2025 North Dakota Water Resource Districts Association and North Dakota Water Users Association Joint Summer Water Meeting is scheduled for **July 9-10 at the Spirit Lake Casino in Devils Lake.**

Please see the attached draft agenda for full details on what will be included during this year's conference. Conflict management in water governance will be the focus of the conference sessions. A legislative session recap will also be shared. The sessions fulfill water manager training requirements. The conference will conclude with a tour of the Devils Lake area.

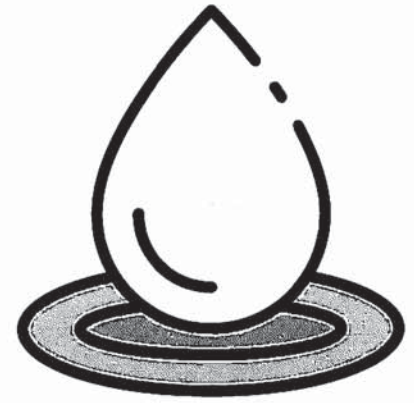
For those interested in taking advantage of Devils Lake's recreational opportunities, boat and pontoon rentals are available through The Marina at Spirit Lake Casino & Resort (spiritlakecasino.com/marina/boat-pontoon-rentals/).

A block of rooms has been reserved for July 8-11 with a negotiated room rate of \$96.30 plus tax per night. For reservations, call the Spirit Lake Casino & Resort in Devils Lake at 701-766-4888 or 701-766-4747 and reference the Book ID: 4025. The room reservation deadline is **June 27.**

If you have any questions, contact Julie Ellingson at 701-223-4615 or jellingson@ndwater.net.

We hope that you will make plans to attend this informative event.

JOINT SUMMER WATER MEETING



July 9-10, 2025

**Spirit Lake Casino
& Resort**
Devils Lake, North Dakota

WEDNESDAY, JULY 9

8:00 a.m. – 4:00 p.m. Registration

9:00 a.m. – 10:30 a.m. N.D. Water Users Association Board Meeting

10:30 a.m. – Noon General Session

- *Successfully Managing Water Through the Assessment Process*
– Clifford Issendorf, Jennifer Malloy, Kale Van Bruggen, Bottineau County WRD
- *Legislative Update* – Dani Quissell, ND Water Users Association and Jack Dwyer, ND Water Resource Districts Association

Noon – 1:00 p.m. Lunch

- *Lonna J. Street, Spirit Lake Tribe Chairwoman*

1:00 p.m. – 4:00 p.m. General Session

- *Conflict Management in Water Governance: Navigating Disputes with Civility*
– Katie Tyler, NDSU

4:00 p.m. – 5:00 p.m. Social

DINNER ON YOUR OWN

THURSDAY, JULY 10

9:00 a.m. – 10:00 a.m. N.D. Water Resource Districts Association Board Meeting

10:00 a.m. Load for tour (Hotel front entrance)

10:00 a.m. – 4:30 p.m. Devils Lake Tour

2025 Joint Summer Water Meeting

N.D. Water Resource Districts Association
and N.D. Water Users Association

July 9-10, 2025

Spirit Lake Casino & Resort, Devils Lake, ND

REGISTRATION FORM

Please register by **June 20** if you and any guests plan on participating in this meeting, social, tour, or meals. While we will make every effort to accommodate additional attendees, we cannot guarantee that on-site registrations (including additional guests) will be able to be accommodated with meals or the tour.

Name(s) _____

Representing _____ E-mail _____

Address _____

City _____ State _____ Zip _____ Phone _____

#	Cost	
_____	\$135	Registration includes ALL meals, speakers, breaks, and tour.
_____	\$80	Registration Only - includes speakers. DOES NOT INCLUDE MEALS AND TOUR.

Additional Guest Tickets

_____	\$25	Additional person(s) for Wednesday lunch (spouses and guests)
_____	\$30	Additional person(s) for Thursday <i>Devils Lake</i> tour (spouses and guests)

Wednesday, July 9 Social

_____ How many registrants will attend the Wednesday Social

_____ Please check here if you are **NOT** attending the Wednesday Social

Thursday, July 10 Tour

_____ How many registrants will attend the Thursday Tour (transportation provided)

_____ Please check here if you are **NOT** attending the Thursday Tour

TOTAL \$ _____ Send completed form and check to:

North Dakota Water Resource Districts Association
PO Box 2254
Bismarck, ND 58502-2254

Hotel Reservations: A block of rooms has been reserved for July 8-11 with a negotiated room rate of \$96.30 plus tax per night. For reservations, call the Spirit Lake Casino & Resort at 701-766-4888 or 701-766-4747 and reference the **Book ID #4025**. The room reservation deadline is **June 27**.

Registration Cancellation Policy: A **\$50 administrative fee** will be charged on all requests for registration refunds received before **June 20**. There will be no refunds for cancellations received after **June 20**.

Permit Number - ND2025-22981

**State of North Dakota
Temporary Water Permit**

In response to an application for a temporary water permit dated 3/25/25 as received in this office 3/28/25, authority is hereby granted to:

Turnbow, Kevin
4071 Intrepid Cir

Bismarck, ND 585048851

Contact Person: Dave Leftwich

Telephone: (701) 202-8557

A Temporary Water Permit as follows:

Source: Bismarck Aquifer

Point of Diversion: NE1/4 SW1/4 Sec. 20 Twp. 138 Rng. 080

Nature of Use: Recreation

Total Quantity of Water: 193.900 Acre-Feet

Maximum Withdrawal Rate: 1,100.0 gpm

Period of authorized usage: 5/1/21 through 10/1/21

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

Dated: 4/7/25

cc: Burleigh WRD

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



Water Appropriation Division Director
Water Appropriations Division

Permit Number - ND2025-22982

**State of North Dakota
Temporary Water Permit**

In response to an application for a temporary water permit dated 3/25/25 as received in this office 3/28/25, authority is hereby granted to:

Turnbow, Kevin
4071 Intrepid Cir

Bismarck, ND 585048851

Contact Person: Dave Leftwich

Telephone: (701) 202-8557

A Temporary Water Permit as follows:

Source: Bismarck Aquifer

Point of Diversion: NE1/4 SW1/4 Sec. 20 Twp. 138 Rng. 080

Nature of Use: Recreation

Total Quantity of Water: 145.900 Acre-Feet

Maximum Withdrawal Rate: 1,100.0 gpm

Period of authorized usage: 5/1/22 through 10/1/22

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

Dated: 4/7/25

cc: Burleigh WRD

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



Water Appropriation Division Director
Water Appropriations Division

Permit Number - ND2025-22983

**State of North Dakota
Temporary Water Permit**

In response to an application for a temporary water permit dated 3/25/25 as received in this office 3/28/25, authority is hereby granted to:

Turnbow, Kevin
4071 Intrepid Cir

Bismarck, ND 585048851

Contact Person: Dave Leftwich

Telephone: (701) 202-8557

A Temporary Water Permit as follows:

Source: Bismarck Aquifer

Point of Diversion: NE1/4 SW1/4 Sec. 20 Twp. 138 Rng. 080

Nature of Use: Recreation

Total Quantity of Water: 41.500 Acre-Feet

Maximum Withdrawal Rate: 1,100.0 gpm

Period of authorized usage: 5/1/24 through 10/1/24

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

Dated: 4/3/25

cc: Burleigh WRD

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



Water Appropriation Division Director
Water Appropriations Division

**State of North Dakota
Temporary Water Permit**

In response to an application for a temporary water permit dated 1/13/25 as received in this office 1/13/25, authority is hereby granted to:

Northern Improvement Company
PO Box 1254
Bismarck, ND 58502-1254

Contact Person: Bruce Thompson

Telephone: (701) 223-6695

A Temporary Water Permit as follows:

Source: East Branch Apple Creek

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

Nature of Use: Washing Aggregates

Total Quantity of Water: 10.741 Acre-Feet

Maximum Withdrawal Rate: 300.0 gpm

Period of authorized usage: 4/15/25 through 12/31/25

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


Conditions

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

Dated: 4/14/25

cc: Burleigh WRD

John A Paczkowski, P.E.
State Engineer
ND Department of Water Resources
1200 Memorial Hwy
Bismarck, ND 58504



Hydrologist Manager
Water Appropriations Division


**State of North Dakota
Temporary Water Permit**

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

Dated: 4/14/25

cc: Burleigh WRD

John A Paczkowski, P.E.
State Engineer
ND Department of Water Resour
1200 Memorial Hwy
Bismarck, ND 58504



Hydrologist Manager
Water Appropriations Division


**State of North Dakota
Temporary Water Permit**

- b. For temporary water permits that span two (2) calendar years:
 - i. The first Annual Water Use Report must be submitted to the Department of Water Resources within thirty (30) days after the close of the first calendar year, which must report the total water withdrawn in the first calendar year.
 - ii. The second Annual Water Use Report must be submitted to the Department of Water Resources within thirty (30) days after the expiration date of the permit, which must report the total water withdrawn in the second calendar year.
- 7. Any works associated with this temporary water permit are subject to inspection at any time by representatives of the Department of Water Resources. Refusal to allow inspection is grounds for temporary water permit cancellation.
- 8. Failure to comply with any order of the Department of Water Resources may result in temporary water permit forfeiture.

Dated: 4/14/25

cc: Burleigh WRD

John A Paczkowski, P.E.
State Engineer
ND Department of Water Resour
1200 Memorial Hwy
Bismarck, ND 58504



Hydrologist Manager
Water Appropriations Division

Permit Number - ND2025-23044

**State of North Dakota
Temporary Water Permit**

In response to an application for a temporary water permit dated 4/21/25 as received in this office 4/21/25, authority is hereby granted to:

Strata Corporation
1600 N 48th Street

Grand Forks, ND 58203

Contact Person: Jesse Johansen

Telephone: (701) 741-5003

A Temporary Water Permit as follows:

Source: Excavated Pit Utilizing a Closed System

Point of Diversion: NE1/4 NW1/4 Sec. 31 Twp. 140 Rng. 077

Nature of Use: Washing aggregates

Total Quantity of Water: 50 Acre-Feet

Maximum Withdrawal Rate: 600 gpm

Period of authorized usage: 04/21/25 through 11/21/25

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


Conditions

1. A well must not be constructed on the property described in the permit.
2. A weather-protected copy of the temporary water permit must be present and on display at the gravel operation at all times.

Dated: 4/22/25

cc: Burleigh WRD

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


Water Appropriation Division Director
Water Appropriations Division


**State of North Dakota
Temporary Water Permit**

3. An in-line, continuous recording, totalizing water flowmeter must be installed on the pump discharge line to measure the water quantity pumped from the water source. The water flowmeter must:
 - I. Be certified by the manufacturer to record between 98 to 102 percent of the actual water volume passing the water flowmeter when installed according to the manufacturer's instructions.
 - II. Have a display that is readable at all times, whether the system is operating or not.
 - III. Have a totalizer that meets the following criteria:
 - a. Is continuously updated to read directly only in acre-feet, acre-inches, gallons, cubic feet, or barrels (42 U.S. gallons),
 - b. Has sufficient capacity, without cycling past zero more than once each year, to record the water quantity diverted in any one calendar year,
 - c. Has a dial or counter that can be timed with a stopwatch over not more than a 10-minute period to accurately determine the flow rate under normal operating conditions, and
 - d. Has a nonvolatile memory if the meter is equipped with an electronic totalizer.
 - IV. Be installed according to manufacturer's specifications and must be properly maintained according to manufacturer's recommendations including proper winterization such as removal during the winter.
 - V. Be available for inspection by the Department of Water Resources.
4. Water must only be used for the specific purpose of washing aggregates.
5. A report of water pumped must be submitted to the Department of Water Resources by January 31st, 2026, on the form provided.

Dated: 4/22/25

cc: Burleigh WRD

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


Water Appropriation Division Director
Water Appropriations Division

Permit Number - ND2025-23044

**State of North Dakota
Temporary Water Permit**

6. Failure to comply with a Department of Water Resources order may result in water permit forfeiture.

Dated: 4/22/25

cc: Burleigh WRD

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



Water Appropriation Division Director
Water Appropriations Division

May 2025 Bills

Name	Project	Invoice	Amount
Bismarck Parks & Rec	May, 2025	5873	\$ 15,929.79
Bliss Law Firm	General Legal	618	\$ 2,106.00
Bliss Law Firm	McDowell	618	\$ 410.80
Bliss Law Firm	Bismarck Riverfront	618	\$ 94.80
Fronteer Professional Services	March 2025 Presort Charges	4696	\$ 54.60
Fronteer Professional Services	April Admin Work and Terminal Server	3853	\$ 2,340.00
Workforce Safety & Insurance	2025-2026		\$ 250.00
	TOTAL		\$ 21,185.99
		Total Bills	\$ 21,185.99



**BISMARCK PARKS AND
RECREATION DISTRICT**
Est. 1927

400 E Front Ave
Bismarck, ND 58504-5641
Phone: 701.222.6455

INVOICE

BILLED TO:
Burleigh County Water Resource District
Wendy Egli
PO Box 1255
Bismarck, ND 58502-1255

DATE: 5/6/2025
INVOICE #: 05873
DUE DATE: 6/6/2025
TOTAL DUE: 15,929.79

CUSTOMER ACCOUNT # : 1017

ITEM DESCRIPTION	UNITS	PRICE	AMOUNT
McDowell Dam April 2025	1.00	15,929.79	15,929.79
TOTAL THIS INVOICE			15,929.79

Please include account number with your payment.

For questions, contact Julie Fornshell 701.222.6455

REMIT TO:

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

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

CUSTOMER ACCOUNT # : 1017
DATE: 5/6/2025
INVOICE #: 05873
DUE DATE: 6/6/2025
TOTAL DUE: 15,929.79

**BURLEIGH COUNTY WATER RESOURCE DISTRICT
McDowell Dam Monthly Billing**

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

For The Month Ended April 30, 2025

Date Submitted: 5/5/2025

Salaries & Wages	\$	6,471.85
Employer Payroll Taxes		495.10
Employee Pension & Health/Life/ Diability Benefits		2,584.75
Property & Liability Insurance		-
Operating Expenses		3,192.13
Capital Improvement Expenses		-
Total Expenses	\$	12,743.83
Administrative Fee		
(25% of Operating Expenses)	\$	3,185.96
(5% of Capital Improvement Expenses)		-
Total Amount Requested	\$	15,929.79



Prepared By

Board Member



Title

McDowell Dam Monthly Billing
April-25

Salaries & Wages

Salaries - Full time	\$ 4,749.98	
Sick Leave Overage	-	
Wages - Part time	1,721.87	
Wages - Part time (Overtime)	-	
Total Salaries & Wages		\$ 6,471.85

Employer Payroll Taxes

Social Security/Medicare	495.10	
Unemployment- ND Job Service	-	
Total Employer Payroll Taxes		495.10

Employee Benefits

Pension	494.00	
Health, Life, & Disability Insurance	2,090.75	
Total Employee Benefits		2,584.75

Property & Liability Insurance

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

Operating Expenses

Professional Services	-	
Service Contracts	-	
Sanitary Systems	45.00	
Parking Lots & Trail Repair	-	
Shop Supplies	-	
Janitorial Supplies	-	
Miscellaneous Supplies	56.29	
Fuel	113.86	
Repairs & Replacement	1,613.87	
Uniforms	-	
Concession Purchases	-	
Tools & Small Equipment less \$500	223.96	
Equipment over \$500	-	
Misc. Charges, Permits, and Licenses	-	

Expenses Incurred - NOT Previously Billed

Mar 25 - Credit Card Fees	7.50	
	2,060.48	

Utilities

Natural Gas	-	
Electricity	816.04	
Garbage Removal	-	
Water	92.49	
Telephone	223.12	
Total Utilities	1,131.65	
Total Operating Expenses		3,192.13

Capital Improvements

Building and Building Remodeling	-	
Capital Equipment	-	
Capital Outlay	-	
Total Capital Improvements		-
Total Expenses		\$ 12,743.83



Detail Report

Account Detail

Date Range: 04/01/2025 - 04/30/2025

Account		Name				Beginning Balance	Total Activity	Ending Balance
Fund: 01 - GENERAL FUND								
<u>01.12.000.510100</u>		FULL-TIME SALARIES				13774.94	4749.98	18524.92
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/04/2025	PYPKT01561	PYPKT01561 - 2025-4/4		ROBINSON, DAVID H.:000415 - McDowe			2374.99	16149.93
04/17/2025	PYPKT01571	PYPKT01571 - 2025-4/1		ROBINSON, DAVID H.:000415 - McDowe			2374.99	18524.92
<u>01.12.000.510200</u>		PART-TIME SALARIES				3722.35	1721.87	5444.22
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/04/2025	PYPKT01562	PYPKT01562 - 2025-4/4		KAMPHUIS, MARK A.:002976 - Operatio			221.25	3943.6
04/04/2025	PYPKT01562	PYPKT01562 - 2025-4/4		JOHNSON, SETH M.:000217 - Operations			586.5	4530.1
04/17/2025	PYPKT01572	PYPKT01572 - 2025-4/1		KAMPHUIS, MARK A.:002976 - Operatio			306.06	4836.16
04/17/2025	PYPKT01572	PYPKT01572 - 2025-4/1		JOHNSON, SETH M.:000217 - Operations			608.06	5444.22
<u>01.12.000.520400</u>		SANITARY SYSTEMS				90	45	135
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/23/2025	APPKT03920	BILLING 2/26/25 - 3/25, 218662		BILLING 2/26/25 - 3/25/25	0846 - SPIFFY BIFFS		45	135
<u>01.12.000.530140</u>		MISCELLANEOUS SUPPLIES				105.75	56.29	162.04
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/10/2025	APPKT03928	1900501048523	DFT0001559	BATTERIES AA, AAA	0948 - US BANK - ONE CARD		17.4	123.15
Purchased From Vendor: 0474 - INTERSTATE ALL BATTERY CENTER								
04/10/2025	APPKT03928	P018896	DFT0001559	NITRILE GLOVES, WOOD HANDLE	0948 - US BANK - ONE CARD		38.89	162.04
Purchased From Vendor: 0254 - D & E SUPPLY COMPANY								
<u>01.12.000.531300</u>		FUEL				386.42	113.86	500.28
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/10/2025	APPKT03907	FLTS-2025-00000005	218575	MARCH 25 FUEL USAGE	0209 - CITY OF BISMARCK		113.86	500.28

Detail Report

Date Range: 04/01/2025 - 04/30/2025

Account		Name				Beginning Balance	Total Activity	Ending Balance
<u>01.12.000.531400</u>		REPAIRS & REPLACEMENT				3936.88	1613.87	5550.75
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/10/2025	APPKT03907	1536-487601	218602	AIR ASSY, BRTHR FILTER	0682 - O'REILLY AUTO PARTS		45.98	3982.86
04/10/2025	APPKT03928	12063	DFT0001559	WHEEL ALIGHMENT (1988 CHEVY)	0948 - US BANK - ONE CARD		100	4082.86
04/10/2025	APPKT03928	1864405	DFT0001559	WINCH (2) - MCD VB	0948 - US BANK - ONE CARD		63.96	4146.82
Purchased From Vendor: 0352 - FARM & HOME SUPPLY, INC.								
04/10/2025	APPKT03928	21791 05 8446	DFT0001559	DRILL BIT SET, SPADE DRILL BITS, U-BOLT	0948 - US BANK - ONE CARD		36.51	4183.33
Purchased From Vendor: 0581 - MENARDS INC								
04/10/2025	APPKT03928	21944 08 8535	DFT0001559	AIR TOOL OIL, CONDITIONER, MANIFOLD	0948 - US BANK - ONE CARD		37.86	4221.19
Purchased From Vendor: 0581 - MENARDS INC								
04/10/2025	APPKT03928	25847	DFT0001559	STEEL - VB POSTS MCDOWELL: VENDOR:	0948 - US BANK - ONE CARD		95.96	4317.15
Purchased From Vendor: 3309 - CUSTOM CUT & FAB								
04/10/2025	APPKT03928	31925-264043	DFT0001559	BRASS FITTINGS, BALL VALVE, AIR CHUC	0948 - US BANK - ONE CARD		69.32	4386.47
Purchased From Vendor: 0428 - HARBOR FREIGHT TOOLS								
04/10/2025	APPKT03928	32425-07779	DFT0001559	LIGHT BULBS	0948 - US BANK - ONE CARD		69.63	4456.1
Purchased From Vendor: 0964 - WALMART COMMUNITY BRC								
04/10/2025	APPKT03928	52173 07 7592	DFT0001559	JACKS, WD-40, WRENCH SET	0948 - US BANK - ONE CARD		210.4	4666.5
Purchased From Vendor: 0581 - MENARDS INC								
04/10/2025	APPKT03928	6904314	DFT0001559	SURFOAM POCKET TOOL, FILE, PAD, SAM	0948 - US BANK - ONE CARD		46.56	4713.06
Purchased From Vendor: 0785 - RUNNINGS SUPPLY INC								
04/10/2025	APPKT03928	6908115	DFT0001559	ELBOW, BUSHING, NIPPLE (PLUMBING P	0948 - US BANK - ONE CARD		20.87	4733.93
Purchased From Vendor: 0785 - RUNNINGS SUPPLY INC								
04/10/2025	APPKT03928	6917218	DFT0001559	FITTINGS FOR AIR HOSE, CONDUIT STRA	0948 - US BANK - ONE CARD		115.93	4849.86
Purchased From Vendor: 0785 - RUNNINGS SUPPLY INC								
04/10/2025	APPKT03928	6917871	DFT0001559	FITTING, BRASS NIPPLE, COUPLING	0948 - US BANK - ONE CARD		19.27	4869.13
Purchased From Vendor: 0785 - RUNNINGS SUPPLY INC								
04/10/2025	APPKT03928	703920	DFT0001559	IRON (MCD VB STANDS)	0948 - US BANK - ONE CARD		242.34	5111.47
Purchased From Vendor: 0694 - PAHLKE STEEL, INC.								
04/10/2025	APPKT03928	704192	DFT0001559	IRON (MCD VB STANDS)	0948 - US BANK - ONE CARD		439.28	5550.75
Purchased From Vendor: 0694 - PAHLKE STEEL, INC.								
<u>01.12.000.531700</u>		TOOLS & SMALL EQUIP LESS \$500				309.76	223.96	533.72
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/10/2025	APPKT03928	22625-261438	DFT0001559	CARBIDE, SHAPING, WIRE, RASP SET (KA	0948 - US BANK - ONE CARD		44.96	354.72
Purchased From Vendor: 0428 - HARBOR FREIGHT TOOLS								
04/23/2025	APPKT03923	14160697	218678	JIG SAW	0012 - ACME TOOLS		179	533.72

Detail Report

Date Range: 04/01/2025 - 04/30/2025

Account		Name				Beginning Balance	Total Activity	Ending Balance
<u>01.12.000.540130</u>		ELECTRICITY				1297.59	816.04	2113.63
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/23/2025	APPKT03923	MARCH 25	218687	MARCH 25 (3/1/25 - 4/1/25)	0175 - CAPITAL ELECTRIC COOPERATIVE		816.04	2113.63
<u>01.12.000.540150</u>		WATER				265.62	92.49	358.11
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/23/2025	APPKT03923	APRIL 25 BILLING	218706	APRIL 25 BILLING	0837 - SOUTH CENTRAL REGIONAL WATER		92.49	358.11
<u>01.12.000.540160</u>		TELEPHONE				446.24	223.12	669.36
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/10/2025	APPKT03928	3125MCD	DFT0001559	MARCH25 PHONE/INTERNET CHARGES I	0948 - US BANK - ONE CARD		223.12	669.36
Purchased From Vendor: 0087 - BEK COMMUNICATIONS								
<u>01.12.000.550100</u>		HEALTH INSURANCE				6272.25	2090.75	8363
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
04/22/2025	APPKT03920	EINS-2025-00000004	218636	APRIL 25 HEALTH BENEFITS	0209 - CITY OF BISMARCK		2090.75	8363
Total Fund: 01 - GENERAL FUND:						Beginning Balance:	30607.8	Total Activity: 11747.23
Grand Totals:						Beginning Balance:	30607.8	Total Activity: 11747.23
							Ending Balance:	42355.03
								42355.03

SPIFFY BIFFS**Vendor # 846**

Billing Date: 3/25/2025
 Billing Period: 2/26/25 - 3/25/25

received invoice on 3/12/25

Location		Amount
Anti-Freeze	Park Operations	742.50
Bark Park		75.00
Clem Kelley Path		30.00
Clem Kelley Softball		30.00
Cottonwood - Haaland Baseball field		150.00
Cottonwood - Reichert Field		30.00
Cottonwood - BMX accessible		22.50
Cottonwood BMX		75.00
Cottonwood Fields 14 & 15		30.00
Cottonwood Fields 8 & 9		30.00
Cottonwood Soccer Temp		60.00
Cottonwood Soccer West		30.00
Cottonwood Temp by Bthrm near 3 & 4		60.00
Gisi Memorial Park		15.00
Hay Creek Park Temp		60.00
Jaycee Park		120.00
Park Maintenance Shop		75.00
McQuade Diamond Enclosures		120.00
Nishu Bowmen Archery		60.00
Pioneer Trailhead		45.00
Scheels Complex		90.00
Sertoma -300 Riverside Park Rd		75.00
Sertoma Tennis Temp		60.00
Sertoma Walking Path (Accessible unit)		112.50
Tatley/Eagles Park		75.00
Sibley Park		15.00
Sibley Park	Antifreeze	7.50
McDowell Dam		30.00
McDowell Dam	Antifreeze	15.00

Missouri Valley Complex Antifreeze

Elks Pool (Temp)

Total	<u>2,340.00</u>
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01.04.000.520400	2,272.50
01.05.110.520400	-
01.05.120.520400	-
01.05.100.520400	-
01.06.200.520300	-
01.15.000.520400	22.50
01.12.000.520400	45.00
01.19.000.520400	-
TOTAL	<u>2,340.00</u>

 Authorized by

Spiffy Biffs

1414 Continental Ave
 Bismarck, ND 58504
 accounts@spiffybiffs.com



INVOICE

BILL TO

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

SHIP TO

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

INVOICE # 41647**DATE** 03/25/2025**DUE DATE** 04/22/2025**PURCHASE ORDER**

BISMARCK PARKS / ALL UNITS

ACTIVITY	QTY	RATE	AMOUNT
Portable Toilet Basic Service Sertoma Walking Path (Accessible Unit)	1.25 <i>5 x 7.50 = 37.50^{OP}</i>	90.00	112.50
Portable Toilet Basic Service Century Bark Park	1.25 <i>5 x 7.50 = 37.50^{OP}</i>	60.00	75.00
Portable Toilet Basic Service Jaycee Park	2 <i>8 x 7.50 = 60^{OP}</i>	60.00	120.00
Portable Toilet Basic Service Pebble Creek Golf	0	60.00	0.00
Portable Toilet Basic Service Sibley Park	0.25 <i>1 x 7.50 = 7.50^{SIB}</i>	60.00	15.00
Portable Toilet Basic Service Scheels Complex	1.50 <i>6 x 7.50 = 45^{OP}</i>	60.00	90.00
Portable Toilet Basic Service Gisi Park	0.25 <i>1 x 7.50 = 7.50^{OP}</i>	60.00	15.00
Portable Toilet Basic Service Igoe Park	0	60.00	0.00
Portable Toilet Basic Service Sunrise Park	0	60.00	0.00
Portable Toilet Basic Service Normandy Park	0	60.00	0.00
Portable Toilet Basic Service Heritage Park	0	60.00	0.00
Portable Toilet Basic Service Steamboat Park	0	60.00	0.00
Portable Toilet Basic Service Lions Park	0	60.00	0.00
Portable Toilet Basic Service Optimist Park	0	60.00	0.00
Portable Toilet Basic Service Tom Oleary Golf (#14 and Main.)	0	60.00	0.00
Portable Toilet Basic Service Tom O'Leary Golf [other units]	0	60.00	0.00
Portable Toilet Basic Service	0	60.00	0.00

BILLING PERIOD 2/26 thru 3/25/25

ACTIVITY	QTY	RATE	AMOUNT
Pioneer Overlook			
Portable Toilet Basic Service	0	60.00	0.00
Riverwood Golf			
Portable Toilet Basic Service	0.75 <i>3x7.50 = 22.50^{OP}</i>	60.00	45.00
Pioneer Trailhead			
Portable Toilet Basic Service	1.25 <i>5x7.50 = 37.50^{OP}</i>	60.00	75.00
Sertoma-300 Riverside Park Rd			
Portable Toilet Basic Service	2 <i>8x7.50 = 60⁻</i>	60.00	120.00
McQuades Softball			
Portable Toilet Basic Service	0	60.00	0.00
South Meadow Park			
Portable Toilet Basic Service	2.50 <i>10x7.50 = 75^{-1P}</i>	60.00	150.00
Haaland Field			
Portable Toilet Basic Service	0	60.00	0.00
Eagles Park			
Septic Service	0	50.00	0.00
Vaults (shelter 10 / keel boat / Fox Island) - per service			
Portable Toilet Basic Service	0	60.00	0.00
Missouri Valley Complex Community Garden			
Septic Service	0	50.00	0.00
Eagles Park Camper			
Portable Toilet Basic Service	0	60.00	0.00
TATLEY EAGLES COMMUNITY GARDEN			
Portable Toilet Basic Service	0	90.00	0.00
GENERAL SIBLEY BOAT RAMP (Accessible Unit)			
Portable Toilet Basic Service	0	60.00	0.00
23RD ST PARK, BISMARCK			
Portable Toilet Basic Service	0	60.00	0.00
NEUENS HORSE ARENA			
Portable Toilet Basic Service	0	60.00	0.00
SILBERNAGEL PARK			
Portable Toilet Basic Service	0.50 <i>2x7.50 = 15^{-0P}</i>	60.00	30.00
CLEM KELLEY BY PATH SOUTH / ELKS			
Portable Toilet Basic Service	0.50 <i>2x7.50 = 15^{OP}</i>	60.00	30.00
COTTONWOOD REICHERT FIELD			
Portable Toilet Basic Service	0.50 <i>2x7.50 = 15^{OP}</i>	60.00	30.00
COTTONWOOD FIELDS 14 & 15			
Portable Toilet Basic Service	0.50 <i>2x7.50 = 15^{OP}</i>	60.00	30.00
COTTONWOOD FIELDS 8 & 9			
Portable Toilet Basic Service	1.25 <i>5x7.50 = 37.50^{OP}</i>	60.00	75.00
COTTONWOOD BMX			
Portable Toilet Basic Service	0.25 <i>1x7.50 = 7.50^{OP}</i>	90.00	22.50T
COTTONWOOD BMX (Accessible Unit)			
Portable Toilet Basic Service	0.50 <i>2x7.50 = 15^{OP}</i>	60.00	30.00
COTTONWOOD PARKING LOT WEST OF SOCCER			
Portable Toilet Basic Service	0	60.00	0.00
SERTOMA NORTH PATH BATHROOMS			
Portable Toilet Basic Service	0	60.00	0.00
HIDDEN STAR PARK			

BILLING PERIOD 2/26 thru 3/25/25

ACTIVITY	QTY	RATE	AMOUNT
Portable Toilet Basic Service TOM O'LEARY MAINTENANCE SHOP	0	60.00	0.00
Portable Toilet Basic Service MUNICIPAL BALLPARK GARDEN	0	60.00	0.00
Portable Toilet Basic Service HORIZON SOCCER	0	60.00	0.00T
Portable Toilet Basic Service PIONEER PARK	0	60.00	0.00T
Portable Toilet Basic Service HAY CREEK PARK	1 $4 \times 7.50 = 30 - 00$	60.00	60.00T
Portable Toilet Basic Service NISHU ARCHERY RANGE	1 $4 \times 7.50 = 30 - 00$	60.00	60.00T
Portable Toilet Basic Service NEW GENERATION PARK	0	60.00	0.00T
Portable Toilet Basic Service ELK RIDGE PARK	0	60.00	0.00T
Portable Toilet Basic Service PARKS DEPT. SHOP.	1.25 $5 \times 7.50 = 37.50$	60.00	75.00T
Portable Toilet Basic Service HORIZON PARK TENNIS	0	60.00	0.00T
Portable Toilet Basic Service E-OLD 10, MCDOWELL DAM	0.50 $2 \times 7.50 = 15 - 00$	60.00	30.00T
Portable Toilet Basic Service CLEM KELLY TENNIS COURT	1 $4 \times 7.50 = 30 - 00$	60.00	60.00T
Portable Toilet Basic Service COTTONWOOD SOCCER	1 $4 \times 7.50 = 30 - 00$	60.00	60.00T
Portable Toilet Basic Service CLEM KELLY NEAR BATHROOM BY #2	0.50 $2 \times 7.50 = 15 - 00$	60.00	30.00T
Portable Toilet Basic Service COTTONWOOD BY BATHROOM BY # 3 & 4	1 $4 \times 7.50 = 30 - 00$	60.00	60.00T
Portable Toilet Basic Service TATLEY EAGLES	1.25 $5 \times 7.50 = 37.50$	60.00	75.00T
Winter Surcharge	102	7.50	765.00T

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

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

SUBTOTAL	2,340.00
TAX	0.00
TOTAL	2,340.00
BALANCE DUE	\$2,340.00

Winter Surcharge

MCD = 15.00

Sibley = 7.50

OP = 742.50

INVOICE

Invoice # 1900501048523

INTERSTATE ALL BATTERY CENTER
901 E MAIN AVE,
BISMARCK, ND 58501-4571

Phone (701)221-2400



Bill To: C90050000000351


BISMARCK PARKS & REC
400 E Front Ave
Bismarck, ND 58504-5641

Ship To: C90050000000351

BISMARCK PARKS & REC
400 E Front Ave
Bismarck, ND 58504-5641
(701)222-6455

Store	9005	Transaction	335310	Invoice Date	03/08/2025
Salesperson	KANE LUND	P.O.			

Item #	Description	Backordered Qty	Quantity	Price	Ext Price
DRY0075	DRY0075 W 1.5 ALK AAA 24		1	\$8.70	\$8.70
DRY0070	DRY0070 W 1.5 ALK AA 24		1	\$8.70	\$8.70
				Subtotal	\$17.40
				Tax	\$0.00
				Total Charges	\$17.40

Sale	TVR 8080008000		\$17.40
VISA CREDIT	AC f335f8aefedd6e3a		
*****6485	TSI 6800		
Auth #: 000592	ARC 00		
Chip	IAD 06011203a00000		
AID a0000000031010			

I have received the goods listed above and agree to pay the Balance Due according to the terms shown.

I certify that the above goods are sales tax exempt and a sales tax permit number E4674 for Government Agency has been provided.

I agree to pay the above amount according to my card payer agreement.

Printed Name: _____

Signature: _____

See www.InterstateBatteries.com/warranty for product specific warranty terms. Warranty is void where any battery has been subject to misuse, abuse, alteration or where any battery has been repaired or attempted to have been repaired. The following terms apply to all products sold under this invoice:

LIMITATION OF REMEDIES: ALL PRODUCT WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER, AND THERE ARE NO OTHER WARRANTIES BY SELLER EXCEPT WHERE REQUIRED BY LAW, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SOLE AND EXCLUSIVE REMEDY OF ANY PURCHASER WITH RESPECT TO ANY FAILURE, EXPENSE, LOSS DAMAGE OR INJURY FOR ANY PRODUCT SOLD HEREUNDER SHALL BE REPLACEMENT OF THE PRODUCT WITHOUT CHARGE DURING THE APPLICABLE WARRANTY PERIOD. PURCHASER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, THE RECOVERY OF PUNITIVE DAMAGES, CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUCH AS THE COST OF INSTALLATION, TOWING CHARGES OR ANY LABOR) SHALL BE AVAILABLE TO PURCHASER FOR PRODUCTS PURCHASED HEREUNDER, SUCH DAMAGES BEING EXPRESSLY EXCLUDED HEREBY.

CONDITIONS OF SALE: All amounts are due and payable at the Seller's address. Purchaser agrees that jurisdiction and venue for any action to collect amounts that may be owed pursuant to this invoice shall be the county in which the Seller's principal office is located. All collection costs, including attorney fees, shall be paid by the Purchaser.

COPY



P.O. Box 2633
Bismarck, ND 58502-2633

INVO

Phone 701-255-
Fax 701-258-



Page 1/

Sold To

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

Ship To

MCDOWELL DAM
E OF CITY
BISMARCK ND 58504

Customer #	Order Date	Sales Order #	Buyer	Customer P/O #	Ship Via	Sales
0001235	03/24/2025	086788		David Robinson	Customer Pic	01
Invoice #	Invoice Date	Ship Date	Freight Terms	Job Number	Terms	
P018896	03/24/2025		PREPAID		net 30	

LN	QNTY ORD	QNTY SHIP	QNTY B/O	QNTY PICK	PRODUCT NUMBER	DESCRIPTION	UOM	NET PRICE	EXTENS
1	2	2			EMP-ENEL2003BLK	Gloves, Nitrile LG PF BLK 100/bx	BX	7.0454	\$14.
2	3	3			GS-HMT151660	Handle, 60" Wood, Metal T	EA	8.2682	\$24.
.....Payment Received.....									
Visa							38.89		

COPY

X: _____
Customer Signature:

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

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

Merchandise	38
Freight	0
Misc Charges	0
Sub Total	38
Taxable	0
Tax (091)	0
TOTAL	\$38.

POS Copy

Printed by: POS 14:35:55 24 MAR 2025

Batch Number: 01-2595

Writer: JUP

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

No. 102288

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

Name City of Bismarck

Vendor 209

Address _____

Date 4-4-25

Notes Fuel usage March 2025

		Project Number	Cost
Acct #	01.04.000.531300		2,428.64
Description	Park ops		
Acct #	01.12.000.531300		113.86
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Total			2542.50

Employee's Signature [Signature]

Manager's Signature [Signature]

Approved By [Signature]

ORIGINAL



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

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

INVOICE

DATE: 04/01/2025
DUE DATE: 05/01/2025
CUSTOMER NO: 509
INVOICE NO: FLTS-2025-00000005
DEPARTMENT: 660 Public Works Service
Operations

Billing Inquiries:
Public Works
(701)355-1700

Description	Quantity	Unit Price	Total Price
Sale of Unleaded Fuel- Hwy/St	1	\$2,542.5000	\$2,542.50
Invoice Total:			\$2,542.50
Prepaid Amount:			-\$0.00
Balance Due:			\$2,542.50

Park Ops McDowell
2428.64 113.86 = 2542.5

for here -----

City of Bismarck

Simple Invoice By Account For Driver

Date Range From : 03/01/2025 12:00:00AM To : 03/31/2025 11:59:00PM

Driver	Driver Name	# of Trans	Price	Total Quantity	Total Amount
Account : 1099	PARKS & REC				
Product : 01	Unleaded				
2522000000001464	PARKS/ DAN S.	1	\$2.520	30.300	\$76.36
2522000000002140	BAD CARD-3-21-25	2	\$2.540	47.720	\$121.21
2522000000002179	PARKS/ LYNN M.	2	\$2.540	41.760	\$105.66
2522000000002202	PARKS // DAVE MAYER	1	\$2.520	18.290	\$46.09
2522000000002720	PARKS /// ADAM KELLER	2	\$2.540	43.550	\$110.17
2522000000002722	PARKS /// MERKEL RILEY	2	\$2.540	43.440 ✓	\$109.89
2522000000002723	PARKS // JOSH BECKER	2	\$2.540	50.970	\$128.96
2522000000003072	PARKS // TROY FINK	1	\$2.520	21.820	\$54.99
2522000000003275	PARKS / JACE CARROLL	2	\$2.540	37.080	\$93.72
2522000000003278	PARKS//MILLER, RYAN	3	\$2.540	66.720	\$169.04
2522000000003414	PARKS / JEFF OSTER	2	\$2.540	56.740	\$143.53
2522000000003425	PARKS / JOEY LAFAVE	2	\$2.540	52.290	\$132.28
2522000000003427	PARKS /// PAT GILHOLLY	4	\$2.540	38.610	\$97.79
2522000000003604	PARKS /// ROBINSON	2	\$2.540	45.000	\$113.86 ✓
2522000000003729	PARKS / MIKE SULLIVAN	2	\$2.540	43.800	\$110.71
2522000000003760	PARKS //// STEVE G	4	\$2.540	72.260 ✓	\$182.44
2522000000003787	PARKS ///// HAADEM , JERAD	2	\$2.540	51.110	\$129.33
2522000000003827	PARKS / BOSCH JAMIE	3	\$2.540	63.120	\$159.45
2522000000003836	PARKS / MATZKE, BRAD	1	\$2.520	29.690	\$74.82
2522000000003931	PARKS / CORY LANG	1	\$2.540	19.500	\$49.53
2522000000003954	Parks/Rich H	1	\$2.520	25.920	\$65.32
2522000000003955	PARKS/BALES, COLIN	1	\$2.540	29.810	\$75.72
2522000000003956	PARKS/CHAD BOEHM	1	\$2.520	24.140	\$60.83
2522000000004145	Emmyy Videen Parks Rec	2	\$2.540	51.500	\$130.81
Totals for Product :				1005.140	\$2,542.50
Totals for Account :				1005.140	\$2,542.50



DEDICATED TO THE PROFESSIONAL

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

Bill To:

BISMARCK PARKS AND RECRE
400 E FRONT AVE

BISMARCK, ND 58504

Invoice	1536-487601
Sale Type	CHARGE SALE
Date	03/11/2025 8:33 PM
Ship Via	
PO Number	mcdowell

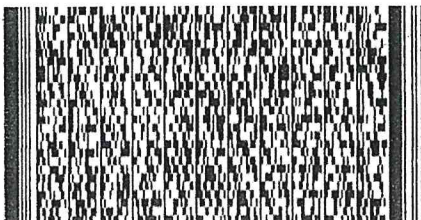
Counter #	Customer Account	Ordered By	Special Instructions
843506	806814	Seth	

Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Net	Extended
1	SPT	3998	BRTHR FILTER	LT	EA	N	22.02	12.99	12.99
1	SPT	4770	AIR ASSEMBLY	MD	EA	N	55.92	32.99	32.99

**** Historical Reprint ****

COPY

2 Items



X

Customer Signature



Sub-Total	45.98
Sales Tax	0.00
Total	45.98

WWW.OREILLYPRO.COM

Warranty/Garantia: www.oreillypro.com/warranty

WE APPRECIATE YOUR BUSINESS!

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



Ed's Wheel Alignment

(701) 223-2687
828 Airport Road
Bismarck, ND 58504

Invoice

Terms	Date	Invoice #
Net 30	2/25/2025	12063

Customer
Bismarck Parks & Recreation 701-226-4955

PAID
02/28/2025

Vehicle
1988 Chevrolet 1 Ton

Vehicle Number	
Mileage	VIN
57,322	GF438509

Description	Amount
Alignment	100.0
88 Chevy	
Retorque lug lugnuts after 50-100 miles	
Total	\$100.00

COPY

See Us On Facebook or Google

edswheel@outlook.com

MENARDS - BISMARCK
3300 State Street
Bismarck, ND 58503

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 06/12/25

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



Sale Transaction

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

SELF-FEED DRILLBIT 1-3/4	
2423482	25.99 NT
13PC SPADE DRILL BIT SET*	
2427637 2 @4.48	8.96 NT
U-BOLT 5/16"X1-3/4"X4-1/	
2257097	1.56 NT

TOTAL SALE	36.51
VISA CREDIT 6485	36.51
PG # McDowell	
Auth Code:057224	
Contactless	
a0000000031010	
ARQC - 129ee357e5f22481	

TOTAL SAVINGS 1.02

TOTAL NUMBER OF ITEMS = 4

COPY

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
3702

GUEST COPY

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

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

THANK YOU YOUR CASHIER, Annie

MENARDS - BISMARCK
3300 State Street
Bismarck, ND 58503

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 06/17/25

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



Sale Transaction

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

AIR TOOL OIL		
2618034	3 @2.97	8.91 NT
AIR TOOL CONDITIONER		
2611053		7.99 NT
AIR MANIFOLD 3-OUT ASSMB		
2074730		17.99 NT
BARREL BOLT 2-1/2" BLACK		
2250513		2.97 NT

TOTAL SALE	37.86
VISA CREDIT 6485	37.86
PO # mcdowell	
Auth Code:042943	
Contactless	
a0000000031010	
ARQC - c1754adc245a165a	

TOTAL NUMBER OF ITEMS = 6

COPY

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
3703

GUEST COPY

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

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

THANK YOU, YOUR CASHIER, Allison

Custom Cut & Fab

3110 MEMORIAL HW
MANDAN N.D. 58554

CUSTOM CUT AND FAB
3110 MEMORIAL HIGHWAY
MANDAN, ND 58554-0000

03/10/2025

09:43:04

CREDIT CARD

VISA SALE

Invoice

Date	Invoice #
3/10/2025	25847

Bill To
Parks and Rec. Bismarck 400 E Front Ave. Bismarck ND 58504

Card # XXXXXXXXXXXX6907
Chip Card: VISA CREDIT
AID: A0000000031010
SEQ #: 2
Batch #: 846
INVOICE 2
Approval Code: 060937
Entry Method: Chip Read
Mode: Issuer
Tax Amount: \$0.00
Cust Code:

SALE AMOUNT \$95.96

Terms	Project
Net 30	

CUSTOMER COPY

Quantity	
30	Lift Lug 1/4' Steel Shop Labor

Rate	Amount
0.99867	29.96
66.00	66.00

RBH

Medowell Luma VB Posts

COPY

Phone #
701-751-6373

E-mail
CCAF@midco.net

Total \$95.96

HARBOR FREIGHT

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

SALE

Customer Name Bismarck Bismarck Parks And R
Customer Number: 888019404876

63549 1/4IN FEMALE BRASS UNI CO	\$4.69E
63549 1/4IN FEMALE BRASS UNI CO	\$4.69E
58543 3/8X50 PREM RUBBER AIR HOSE	\$19.99E
58543 3/8X50 PREM RUBBER AIR HOSE	\$19.99E
63553 1/4 FULL PORT BALL VALVE	\$5.99E
63553 1/4 FULL PORT BALL VALVE	\$5.99E
70809 LOCK ON STRAIGHT EURO STY	\$3.99E
70809 LOCK ON STRAIGHT EURO STY	\$3.99E

Subtotal	\$69.32
Tax Exempt No. 7526	
DEFAULT TAX RULE 0.000%	\$0.00
Total	\$69.32

Visa \$69.32

Card No. XXXXXXXXXXXX6485

Expiration Date XX/XX

Auth. No. 080333

VISA CREDIT

Chip Read

Signature Verified

Mode: Issuer

AID: A0000000031010

TVR: 8000008000

IAD: 06011203600000

TSI: 6800

ARC: 00

Please Retain for Your Records

Store: 00620 Res: 01 Tran: 264043
Date: 3/19/2025 11:09:35 AM Assoc: XXXXXX
Ticket: 01264043

Item(s) Sold: 8

Item(s) Returned: 0

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

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

GET EXCLUSIVE DEALS

COPY

Give us feedback @ survey.walmart.com
Thank you! ID #:7VNPXLJM5MN

Walmart *

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

ST# 01534 OP# 007589 TE# 90 TR# 07779
ITEMS SOLD 5
TC# 3827 7010 5036 4882 5934



ST BRKFLD G	060538842376	24.22 0
ST BRKFLD G	060538842376	24.22 0
LT TRUE N 3P	007617137146	2.88 0
BLASTER 180Z	003216700025	9.34 0
MACHTOOLLUB	008926900010	8.97 0
	SUBTOTAL	69.63
	TOTAL	69.63
	VISA TEND	69.63

VISA CREDIT *****6485 L3

APPROVAL # 015064

REF # 508362500003

TRANS ID - 585083721140928

VALIDATION - NC56

PAYMENT SERVICE - E

AID A0000000031010

AAC A66C43422B8A4324

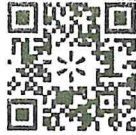
TERMINAL # SC010161

*NO SIGNATURE REQUIRED

03/24/25 15:04:57

CHANGE DUE 0.00

CUSTOMER COPY



Get free delivery
from this store
with Walmart+

Scan for 30-day free trial.

Low Prices You Can Trust. Every Day.

03/24/25 15:02:07

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MENARDS - BISMARCK
3300 State Street
Bismarck, ND 58503

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 06/11/25

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

BISMfrontend@menards.com



Sale Transaction

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

MOBILE HOME JACK		
1850770	4 @49.98	199.92 NT
WD-40 SMART STRAW 12OZ.		
2610652		7.49 NT
2PC UNIVERSAL WRENCH SET*		
2437825		2.99 NT

TOTAL SALE	210.40
VISA CREDIT 6485	210.40

PO # mcdowell

Auth Code:054218

Contactless

a0000000031010

ARQC - 4ae5fe01806d13a1

TOTAL SAVINGS 1.00

TOTAL NUMBER OF ITEMS = 6

COPY

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
3702

GUEST COPY

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

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

THANK YOU, YOUR CASHIER, Jaxson



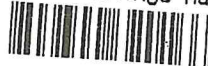
701 South Washington
Bismarck, ND 58504
701-223-9582

PROD ID	QTY	UM	PRICE	TOTAL
SURFORM POCKET TOOL				
20511375	1	EA	12.49	12.49 n
FILE 12" MILL BASTARD CUT W/O HDL				
1673368	1	EA	13.99	13.99 n
BACKUP PAD 4 1/2"				
4575065	1	EA	15.29	15.29 n
SANDING DISC 4-1/2 24 GRIT 3PK				
200525	1	EA	4.79	4.79 n
SUBTOTAL				46.56
Tax				0.00
TOTAL				46.56
Visa				46.56

Kayak Repair
xxxxxxxxxxxx6485 (Approved)
ROBINSON/DAVID

02/26/25 09:30:41 016 80930032016
1610111 BISMARCK PARKS & RECREATION
ATB: *ALL NEED A PO
GOV: 1610111
PO NUMBER: mcdowell
INVOICE #: 6904314 WSID: RSWS1949
89BD24F7-A455-4491-9D61-5FA1E54C58F6
0928SV 5.2.24.1104 TILL ID: 03
Thanks for choosing Runnings!

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



COPY



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

PROD ID	QTY	UM	PRICE	TOTAL
ELBOW BLACK STREET 90D 1-1/2"				
2631985	1	EA	9.49	9.49 n
2"X1-1/2" BLACK BUSHING				
73937993	1	EA	7.59	7.59 n
1-1/2"XCLOSE BLK NIPPLE				
20760155	1	EA	3.79	3.79 n
SUBTOTAL				20.87
Tax				0.00
TOTAL				20.87
Visa				20.87

XXXXXXXXXXXX6485 (Approved)
ROBINSON/DAVID

03/04/25 12:00:40 016 80990160016
1610111 BISMARCK PARKS & RECREATION
ATB: *ALL NEED A PO
GOV: 1610111
PO NUMBER: mikweol dam
INVOICE #: 6908115 WSID: RWS00579
F14BA31D-CE86-427C-B92C-492CEE1D1A1C
2389HK 5.2.24.1104 TILL ID: 04
Thanks for choosing Runnings!

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



COPY



701 South Washington
Bismarck, ND 58504
701-223-9562

PROD ID	CTY UM	PRICE	TOTAL
HCSE CLAMP STAINLESS 1/2-1	EACH		
9390902	15 EA	0.99	14.85 n
HCSE END MALE 3/8 ID-1/4 NPT 2 PK			
5351440	4 EA	5.69	22.76 n
HI FLO V-STY A/M/V 1/4" FNPT BRASS			
5351686	4 EA	10.29	41.16 n
BUSHING PIPE BRASS 1/2 X 1/4			
1685097	1 EA	4.89	4.89 n
REDUCER BUSHING BRS 3/8"MX1/4"F 2PK			
5358977	1 EA	5.99	5.99 n
AIR HOSE LEAD IN 1/2 "X6" DEWALT			
27340329	1 EA	21.99	21.99 n
COND LIT STRAP 2 HOLE 1/2" 10 PK			
20586740	1 EA	4.29	4.29 n
SLBTCTAL			115.93
Tax			0.00
TCTAL			115.93
Visa			115.93

xxxxxx xxxxxx6485 (Approved)
ROBINSON/DAVID

09/19/25 13:59:20 016 81140348016
1610111 BISMARCK PARKS & RECREATION
ATB: *AL NEED A PO
GOV: 1610111
PO NUMBER: Mccowell
INVOICE #: 6917218 WSID: RSIWS1947
3F41D05A-9D17-4E30-B50F-B8B01FA46A60
30E9JS 5.2.14.1104 TILL ID: 15
Thanks for choosing Runnings!

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

COPY





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

PRJD TC	QTY UM	PRICE	TOTAL
FITTING "T" 1/4"			
535412C	1 EA	7.69	7.69 n
NIPPLE BRASS 1/4 CLOSE			
163527E	1 EA	3.89	3.89 n
COUPLING 1/2 FIP X 1/4 FIP BARSTOCK			
163699E	1 EA	7.69	7.69 n
SUBTOTAL			19.27
Tax			0.00
TOTAL			19.27
Visa			19.27
XXXXXXXXXX: 6485 (Approved)			
ROBINSON/DAVID			

03/20/25 14:29:57 016 81150373016
1610111 BISMARCK PARKS & RECREATION
AT3: *ALL NEED A PO
GOV: 1610111
PO NUMBER: McDowell
INVOICE #: 6317871 WSID: RSIWS1946
CEF7FA8-CD58-41F7-8217-2ED0EBD9FA1A
0417FE 5.2.24. IC4 TILL ID: 06
Thanks for choosing Runnings!
Earn rewards for every purchase.
Apply for the NEW Runnings Mastercard®



COPY



1430 Industrial Drive Phone: 701.751.2250
Bismarck, ND 58501 Fax: 701.751.0451

Invoice

	Date	Invoice #
	2/26/2025	703920
P.O. No.	Terms	Project
	Net 30	

Bill To	Ship To
Bismarck Parks & Recreation District 400 East Front Avenue Bismarck, North Dakota 58504	

Qty	Item	Description	Rate	Amount
24	EXPDROP349R	3/4" #9 Raised Expanded Metal 6' x 4'	2.55	61.20
1	Labor	Labor	10.00	10.00
3	CHS567	5" Channel 6.7# (Std.)	6.58	19.74
8	STU4411G	4 x 4 x 11ga. Sq. Tube	5.77	46.16
12	ANG22316	2 x 2 x 3/16 Angle	2.17	26.04
48	STU11411411G	1 1/4 x 1 1/4 x 11ga. Sq. Tube	1.65	79.20

API
VISA
*****6907

AMOUNT \$242.34

APPROVED

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

I AGREE TO PAY ABOVE TOTAL AMOUNT
IN ACCORDANCE WITH CARD ISSUER'S
AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)
RETAIN THIS COPY FOR STATEMENT
VERIFICATION

Thank You
Please Come Again

CUSTOMER COPY

CARD

due on past due invoices, 21% APR.
all collection costs related to this
You may pay the total unpaid balance at any time. Thank you!

Total

Payments/Credits

Balance Due

\$242.34

\$0.00

\$242.34

COPY

RBM
Madwell VB stands



1430 Industrial Drive Phone: 701.751.2250
Bismarck, ND 58501 Fax: 701.751.0451

RBM
Mcdowell Dam VB Posts

Invoice

Date	Invoice #
3/5/2025	704192
P.O. No.	Terms
	Net 30
	Project

Bill To	Ship To
Bismarck Parks & Recreation District 400 East Front Avenue Bismarck, North Dakota 58504	

Qty	Item	Description	Rate	Amount
72	STU4411G	4 x 4 x 11ga. Sq. Tube	5.77	415.44
8	FLA3164	3/16 x 4 Flat	2.67	21.36
4	FLA18114	1/8 x 1 1/4 Flat	0.62	2.48

PAHLKE STEEL, INC
1430 Industrial Drive
Bismarck, ND 58501
701-751-2250

SALE

TID: 01285004 REF#: 00000004
Bank ID: 000000
Batch #: 2107 RRN: 564094343990
03/05/25 11:13:11

APPR CODE: 055503
VISA Contactless
*****6907 ***

AMOUNT \$439.28

APPROVED

COPY

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

I AGREE TO PAY ABOVE TOTAL AMOUNT
IN ACCORDANCE WITH CARD ISSUER'S
AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)
RETAIN THIS COPY FOR STATEMENT
VERIFICATION

Thank You
Please Come Again

CUSTOMER COPY

CARD

Total

Payments/Credits

Balance Due

\$439.28

\$0.00

\$439.28

due on past due invoices, 21% APR.
all collection costs related to this
paid balance at any time. Thank you!

HARBOR FREIGHT

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

SALE

Customer Name Bismarck Bismarck Parks And R
Customer Number: 888019404876

58125 BAUER 4 6 TOOTH CARBIDE	\$14.99E
58124 BAUER 4 STEEL SHAPING DI	\$17.99E
91279 4-1/2IN CARBON STLKNOT WIRE WL	\$6.99E
58390 RASP SET 3PC	\$4.99E

Subtotal	\$44.96
Tax Exempt No. 7526	
DEFAULT TAX RULE 0.000%	\$0.00
Total	\$44.96

Visa

Card No. XXXXXXXXXXXX6485
Expiration Date XX/XX
Auth. No. 035625
VISA CREDIT

Contactless
Signature Verified
Mode: Issuer
AID: A0000000031010
TVR: 0000000000
IAD: 06011203A00000
TSI: 0000
ARC: 00

*Kayak
Repair*

COPY

Please Retain for Your Records

Store: 00620 Reg: 01 Tran: 261438
Date: 2/26/2025 1:45:07 PM Assoc: XXXXXX
Ticket: 01261438

Item(s) Sold: 4
Item(s) Returned: 0

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

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

GET EXCLUSIVE DEALS

Sign up today at HarborFreight.com/join or
Text SHOP to 34648

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

No. **69994**

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

Name Acme Tools

Vendor 12

Address _____

Date 4-23-25

Notes _____

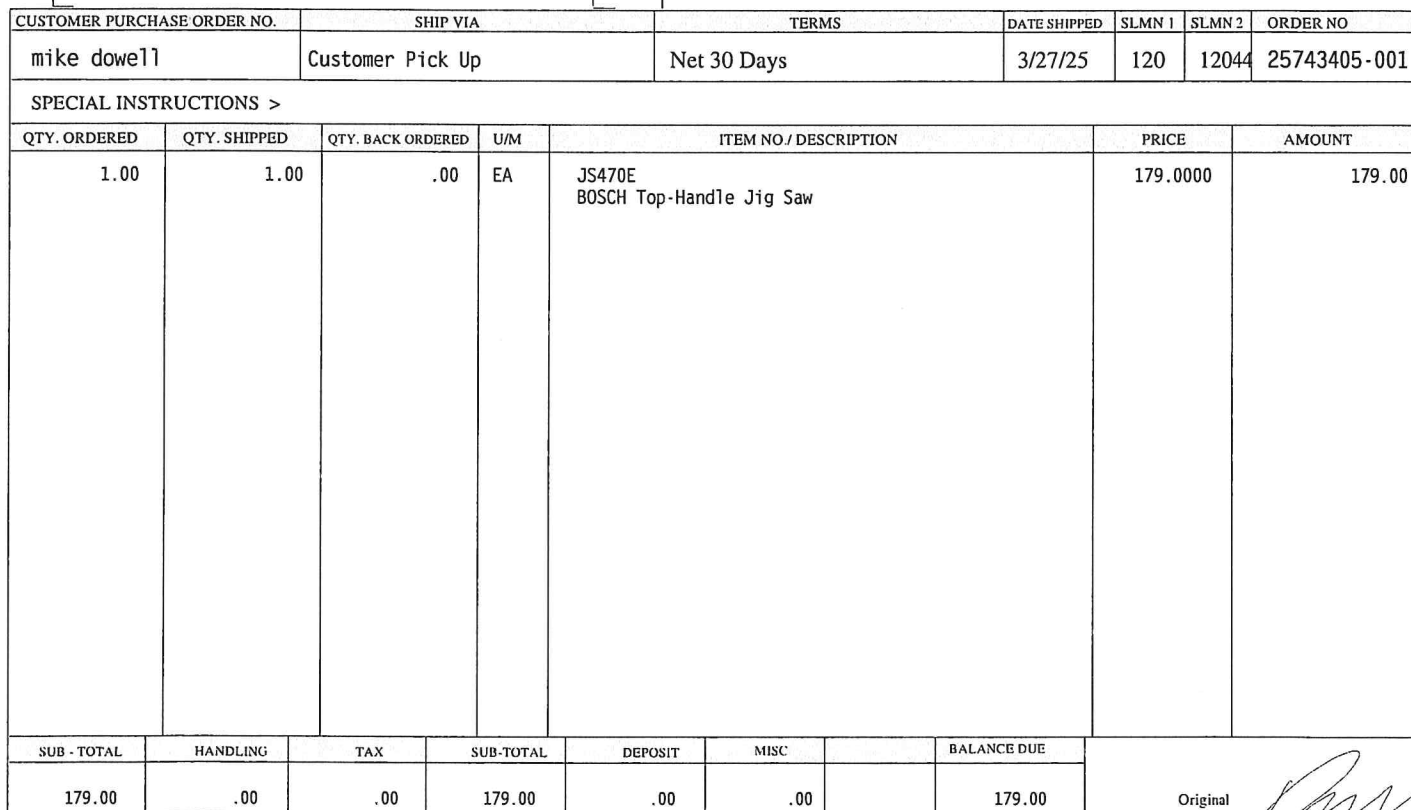
		Project Number	Cost
Acct #	<u>01.12.000.531700</u>		<u>179.00</u>
Description	<u>Jig Saw</u>		
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Total			<u>179.00</u>

Employee's Signature [Signature] for David Robinson

Manager's Signature [Signature] DM

Approved By [Signature]

ORIGINAL





A Touchstone Energy[®] Cooperative

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

Statement Date
Account Number
Due Date

04/15/2025
868001
05/01/2025

Billing Summary

Previous Balance	\$346.61
Payment(s) Received	<i>Thank You!</i> \$-346.61
Balance Forward	\$0.00
Charges	\$283.17
Amount Due	\$283.17

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

Message(s) NOTICE OF 2024 CAPITAL CREDIT ALLOCATION
\$237.55 (G&T \$107.44) (COOP \$130.11)
TOTAL BALANCE \$97,730.66

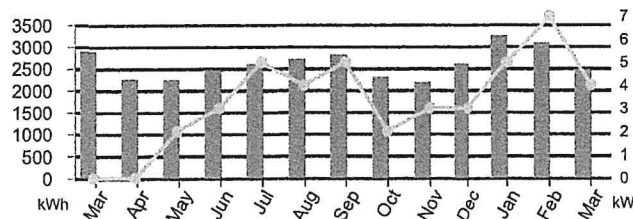
On-Peak Occurred: 03/15/2025 8:30 AM - 9:00 AM
Grid Capacity Occurred: 02/17/2025

Service Address: SEC 27SW MCDOWELL HOUSE

Meter #	Rate Description	From	To	Days	Previous	Present	Mult.	kWh	kW
86861804	RURAL RESIDENTIAL/SMALL COMM	03/01/2025	04/01/2025	31	137085	139571	1	2486	4.184

Detail of Charges

Monthly Base		\$31.00
Energy	2486 kWh @ \$0.08161	\$202.88
On-Peak Demand	4.184 kW @ \$5.00	\$20.92
Grid Capacity	14.184 kW @ \$2.00	\$28.37
Current Charges		\$283.17



PERIOD ENDING	MAR 2024	MAR 2025
Avg Daily Temp	29	36
Avg Daily kWh	94	80

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

Capital Electric Cooperative is an equal opportunity provider and employer.

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

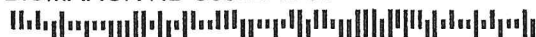
SECONDARY:

Account Number
Due Date
Amount Due

868001
05/01/2025
\$283.17

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

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



360350000868001000028317000028742041520253



A Touchstone Energy® Cooperative

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

Statement Date
Account Number
Due Date

04/15/2025
868002
05/01/2025

Billing Summary

Previous Balance	\$287.15
Payment(s) Received	Thank You! \$-287.15
Balance Forward	\$0.00
Charges	\$497.23
Amount Due	\$497.23

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

Message(s) NOTICE OF 2024 CAPITAL CREDIT ALLOCATION
\$260.97 (G&T \$118.04) (COOP \$142.93)
TOTAL BALANCE \$97,730.66

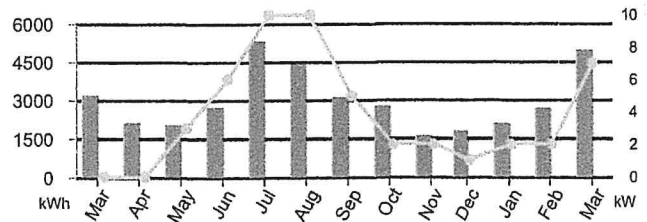
On-Peak Occurred: 03/15/2025 8:30 AM - 9:00 AM
Grid Capacity Occurred: 07/15/2024

Service Address: SEC 27 MCDOWELL REC AREA

Meter #	Rate Description	From	To	Days	Previous	Present	Mult.	kWh	kW
78904864	RURAL RESIDENTIAL/SMALL COMM	03/01/2025	04/01/2025	31	3818	3942	40	4960	7.200

Detail of Charges

Monthly Base		\$31.00
Energy	4960 kWh @ \$0.08161	\$404.79
On-Peak Demand	7.2 kW @ \$5.00	\$36.00
Grid Capacity	12.72 kW @ \$2.00	\$25.44
Current Charges		\$497.23



PERIOD ENDING	MAR 2024	MAR 2025
Avg Daily Temp	29	36
Avg Daily kWh	103	160

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

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

SECONDARY:

Account Number
Due Date
Amount Due

868002
05/01/2025
\$497.23

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

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



360350000868002000049723000050469041520256



A Touchstone Energy® Cooperative

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

Statement Date
Account Number
Due Date

04/15/2025
868029
05/01/2025

Billing Summary

Previous Balance		\$34.73
Payment(s) Received	Thank You!	\$-34.73
Balance Forward		\$0.00
Charges		\$35.64
Amount Due		\$35.64

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

Message(s) NOTICE OF 2024 CAPITAL CREDIT ALLOCATION
\$37.24 (G&T \$16.85) (COOP \$20.39)
TOTAL BALANCE \$97,730.66

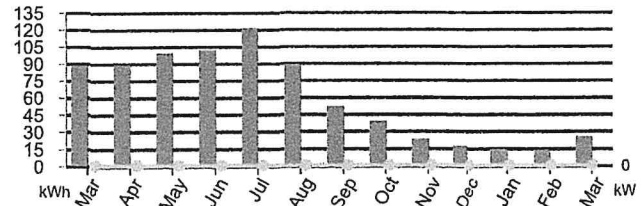
On-Peak Occurred: 03/15/2025 8:30 AM - 9:00 AM
Grid Capacity Occurred: 06/08/2024

Service Address: 1951 NE 93RD ST

Meter #	Rate Description	From	To	Days	Previous	Present	Mult.	kWh	kW
93622953	RURAL RESIDENTIAL/SMALL COMM	03/01/2025	04/01/2025	31	3717	3742	1	25	0.018

Detail of Charges

Monthly Base		\$31.00
Energy	25 kWh @ \$0.08161	\$2.04
On-Peak Demand	0.018 kW @ \$5.00	\$0.09
Grid Capacity	1.254 kW @ \$2.00	\$2.51
Current Charges		\$35.64



PERIOD ENDING	MAR 2024	MAR 2025
Avg Daily Temp	29	36
Avg Daily kWh	3	1

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

Capital Electric Cooperative is an equal opportunity provider and employer.

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

SECONDARY:

Account Number
Due Date
Amount Due

868029
05/01/2025
\$35.64

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

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



360350000868029000003564000003617041520257



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

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

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



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

Account Number:	05790400-00
Service Address:	MCDOWELL DAM HOUSE
Billing Date:	04/21/2025
Current Charges:	58.49
Past Due Charges:	0.00
Amount Due by 05/10/2025:	58.49
Amount Due After 05/10/2025:	62.49



776 Web ID

Amount Enclosed: _____

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Please Make Checks Payable to: SOUTH CENTRAL REGIONAL WATER or SCWD

Account Number:	05790400-00
Service Address:	MCDOWELL DAM HOUSE
Last Payment:	55.33 - 04/01/2025
Billing Date:	04/21/2025

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

Current Reading:	04/01/2025	2307300
Previous Reading:	03/01/2025	2303700
Usage:		3600

Important Messages

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

IF YOU WOULD LIKE YOUR STATEMENT E MAILED PLEASE SEND A REQUEST TO JSCHMIDT@SOUTHCENTRALWATERND.COM

OUR OFFICE WILL BE CLOSED MONDAY, MAY 26TH
HAVE A SAFE AND HAPPY HOLIDAY!

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

USAGE ON THIS BILL IS FROM MARCH

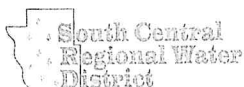
Service	Current	Past-Due	Balance
MONTHLY MINIMUM	34.00	0.00	34.00
WATER COST	24.49	0.00	24.49
Totals:	58.49	0.00	58.49
DUE DATE	05/10/2025		

THANK YOU FOR YOUR PREVIOUS PAYMENT

USAGE HISTORY IN GALLONS

APR 2024	MAY 2024	JUN 2024	JUL 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024	DEC 2024	JAN 2025	FEB 2025	MAR 2025	APR 2025
4100	3600	10800	10800	10800	68800	28900	15500	2900	3100	3000	3200	3600
H-HELD	H-HELD	H-HELD	ESTIMATE	ESTIMATE	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD

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





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

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

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



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

Account Number: 05791540-00
Service Address: MCDOWELL DAM PARK
Billing Date: 04/21/2025
Current Charges: 34.00
Past Due Charges: 0.00
Amount Due by 05/10/2025: 34.00
Amount Due After 05/10/2025: 38.00



883 Web ID

Amount Enclosed: _____

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Please Make Checks Payable to: SOUTH CENTRAL REGIONAL WATER or SCWD

Account Number: 05791540-00
Service Address: MCDOWELL DAM PARK
Last Payment: 34.00 - 04/01/2025
Billing Date: 04/21/2025

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

Current Reading: 04/01/2025 626500
Previous Reading: 03/01/2025 626300
Usage: 200

Important Messages

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

IF YOU WOULD LIKE YOUR STATEMENT E MAILED PLEASE
SEND A REQUEST TO
JSCHMIDT@SOUTHCENTRALWATERND.COM

OUR OFFICE WILL BE CLOSED MONDAY, MAY 26TH
HAVE A SAFE AND HAPPY HOLIDAY!

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

USAGE ON THIS BILL IS FROM MARCH

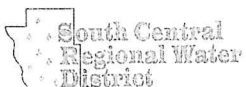
Service	Current	Past-Due	Balance
MONTHLY MINIMUM	34.00	0.00	34.00
Totals:	34.00	0.00	34.00
DUE DATE			05/10/2025

THANK YOU FOR YOUR PREVIOUS PAYMENT

USAGE HISTORY IN GALLONS

APR 2024	MAY 2024	JUN 2024	JUL 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024	DEC 2024	JAN 2025	FEB 2025	MAR 2025	APR 2025
200	800	16800	30200	39800	29300	21600	3900	300	500	200	100	200
H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD

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





200 EAST BROADWAY
PO BOX 230
STEELE, ND 58482
1.888.475.2361

Telephone No.: (701)223-7016

ACCOUNT NO: 1205800

BILL AT A GLANCE 03/01/2025
BISMARCK PARKS & REC

BALANCE FROM LAST BILLING		223.12
Payments Received	02-04	223.12CR
Previous Balance Due		.00

SUMMARY BY SERVICE TYPE

BUSINESS LINE METERED	64.00
TELEPHONE SERVICES	2.06
MISCELLANEOUS SERVICES	51.50
MANDATED FEES	4.06
INTERNET SERVICES	101.50

CURRENT BILLING AMOUNT 223.12

Credit Card Payment -- Do Not Pay 223.12

Previous Bill	Payment/Adj	Current Billing	Total Due
\$223.12	\$223.12CR	\$223.12	\$223.12

MESSAGE CENTER

Billing Inquiries Call: 1(888)475-2361

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

To pay by credit card using BEK's Pay-by-Phone System, please call 1-855-941-3552 toll-free. Have your credit card and BEK account number ready.

The CURRENT AMOUNT of your BEK payment is due by the 20th day of each month. If you have an unpaid balance, it will be applied to your next statement plus a \$30 late fee. PAST DUE accounts are subject to disconnection on MARCH 19, 2025 unless payment or arrangements have been made prior. If your services are disconnected for nonpayment, you will be required to pay all past due balances including reconnect charges.

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

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

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

(Continued on subsequent pages)

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



200 EAST BROADWAY
PO BOX 230
STEELE, ND 58482
1.888.475.2361

03/01/2025 000100

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

Payment Due	Total Due
Invoiced	\$223.12
Enter Amount Paid	
Credit Card	

BISMARCK PARKS & REC
400 EAST FRONT
BISMARCK ND 58504

4 3288

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



3652900000120580070122370160000223122



200 EAST BROADWAY
PO BOX 230
STEELE, ND 58482
1.888.475.2361

Page: 3 of 3
BISMARCK PARKS & REC
ACCOUNT NO: 1205800

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

Service Address: 1951 93 ST NE BISMARCK, ND

Description	Qty	Amount
SUMMARY FOR: McDowell Dam		
Previous Balance Due		.00
BUSINESS LINE METERED 03/01-03/31		32.00
BUSINESS LINE		
CALLER ID		
TOLL RESTRICTION		
BUSINESS LINE METERED SUBTOTAL		32.00
MANDATED FEES 03/01-03/31		
E911 FEE-BURLEIGH CO	1	2.00
TELECOMMUNICATIONS RELAY SERVICE FUND	1	.03
MANDATED FEES SUBTOTAL		2.03
SUB-TOTAL		34.03
CURRENT BILLING AMOUNT		34.03
Credit Card Payment -- Do Not Pay		34.03
Your long distance (InterLATA) provider is BEK LD. Your long distance (IntraLATA) provider is BEK LD.		

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

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

Description	Qty	Amount
SUMMARY FOR: McDowell Dam-Concession/Shop		
Previous Balance Due		.00
BUSINESS LINE METERED 03/01-03/31		32.00
BUSINESS LINE		
CALLER ID		
TOLL RESTRICTION		
BUSINESS LINE METERED SUBTOTAL		32.00
TELEPHONE SERVICES 03/01-03/31		
ON PREMISE EXTENSION - PHONE ONLY	1	2.00
FEDERAL TAX		.06
TELEPHONE SERVICES SUBTOTAL		2.06
MANDATED FEES 03/01-03/31		
E911 FEE-BURLEIGH CO	1	2.00
TELECOMMUNICATIONS RELAY SERVICE FUND	1	.03
MANDATED FEES SUBTOTAL		2.03
SUB-TOTAL		36.09
CURRENT BILLING AMOUNT		36.09
Credit Card Payment -- Do Not Pay		36.09
Your long distance (InterLATA) provider is BEK LD. Your long distance (IntraLATA) provider is BEK LD.		

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

Service Address: 1951 93 ST NE BISMARCK, ND

Description	Qty	Amount
SUMMARY FOR: McDowell Dam		
Previous Balance Due		.00
INTERNET SERVICES 03/01-03/31		
BUSINESS 1/2 GBPS LIGHTBAND	1	101.50
INTERNET SERVICES SUBTOTAL		101.50
SUB-TOTAL		101.50
CURRENT BILLING AMOUNT		101.50
Credit Card Payment -- Do Not Pay		101.50

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

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

Description	Qty	Amount
SUMMARY FOR: McDowell Dam		
Previous Balance Due		.00
MISCELLANEOUS SERVICES 03/01-03/31		
MULTI-LOCATION SERVICES	1	25.00
MULTI-LOCATION SERVICES - 1/2G LIGHTBAND		
FEDERAL TAX		.75
MISCELLANEOUS SERVICES SUBTOTAL		25.75
SUB-TOTAL		25.75
CURRENT BILLING AMOUNT		25.75
Credit Card Payment -- Do Not Pay		25.75

MONTHLY USAGE FOR INTERNET: 701-161-2431 MEMBER NO:
22308

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

Description	Qty	Amount
SUMMARY FOR: McDowell Dam		
Previous Balance Due		.00
MISCELLANEOUS SERVICES 03/01-03/31		
MULTI-LOCATION SERVICES	1	25.00
MULTI-LOCATION SERVICES - 1/2G LIGHTBAND		
MULTI-LOCATION SERVICES - PHONE		
FEDERAL TAX		.75
MISCELLANEOUS SERVICES SUBTOTAL		25.75
SUB-TOTAL		25.75
CURRENT BILLING AMOUNT		25.75
Credit Card Payment -- Do Not Pay		25.75





PAYROC COMMERCE, 7840 GRAPHICS DR 200, TINLEY PARK, IL 60477

YOUR CARD PROCESSING STATEMENT

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

230740
P302

Page 1 of 3

THIS IS NOT A BILL

StatementPeriod	03/01/25 - 03/31/25
MerchantNumber	5166188001078800
CustomerService	1-855-786-5871



SUMMARY		An overview of account activity for the statement period.
Page 2	Amounts Submitted	0.00
Page 2	Third Party Transactions	0.00
Page 3	Adjustments/Chargebacks	0.00
Page 3	Fees Charged	-\$7.50
Total Amount Funded to Your Bank		-\$7.50

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

YOUR CARD PROCESSING STATEMENT

Merchant Number 5166188001078800

Page 3 of 3

Customer Service 1-855-786-5871

StatementPeriod

03/01/25 - 03/31/25

ADJUSTMENTS/ CHARGEBACKS

Date	Description	Amount
There are no Adjustments/Chargebacks for this statement period.		
Total		0.00

FEES CHARGED

Date	Type	Description	Volume	Rate	Total
03/31/25	MISC	MERCHANT SVC FEE		0.00000	-\$7.50
		Total Miscellaneous Fees			-\$7.50
Total (Misc Fees and Card Fees)					-\$7.50

Fee Type Legend

MISC = Miscellaneous Fees

CF = Card Fees

TAX GROSS REPORTABLE SALES BY TIN

Total dollar amount of aggregate reportable payment card transactions funded and third party network transactions, for each participating payee, without regard to any adjustments for credits, cash equivalents, discount amount, fees, refunded amounts, or any other amounts per respective tax identification number.

Month	Description	Total
MAR	Gross Reportable Sales - TIN XXXXX9352	0.00
	2025 YTD Gross Reportable Sales	0.00

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

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

May 8, 2025

Invoice #618

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
4/1/2025 (312) Discussion with Mike Gunsch regarding Bismarck Riverfront Property, Section 32 agreement.	0.50 316.00/hr	158.00
4/2/2025 (312) Orientation conference with Chuck, Mike Gunsch; review all board projects; discuss board duties and responsibilities.	3.00 316.00/hr	948.00
4/8/2025 (904) Review status of McDowell Dam easement negotiations; review eminent domain notice requirements; draft, edit both McDowell Dam landowner letters regarding proposed pipeline corridor with Mike Gunsch, Chairman Landenberger.	1.00 316.00/hr	316.00
4/9/2025 (312) Prepare for board meeting; attend board meeting.		1,000.00
(910R) Telephone call from Mike Gunsch regarding status of project, easement considerations.	0.30 316.00/hr	94.80
(904) Telephone call from Mike Gunsch regarding final revisions to landowner letters.	0.30 316.00/hr	94.80
For professional services rendered	5.10	\$2,611.60
Previous balance		\$2,137.60
Accounts receivable transactions		
4/10/2025 Payment - Thank You. Check No. 2270.		(\$2,137.60)
Total payments and adjustments		(\$2,137.60)

	<u>Amount</u>
Balance due	<u>\$2,611.60</u>

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: April 30, 2025
Invoice #: 0000004744
Terms: Net

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

Total Due: \$2,340.00

Detach And Return With Payment

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

Description	Amount	Total
Monthly Administrative Work-per agreement	\$2,250.00	\$2,250.00
Terminal Server Fees	\$90.00	\$90.00
Total:		\$2,340.00

Thank you for your business!



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

Date: March 31, 2025
Invoice #: 0000004696
Terms: Net

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

Total Due: \$54.60

Detach And Return With Payment

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

Description	Amount	Total
March 2025 Presort Charges	\$54.60	\$54.60
Total:		\$54.60

Thank you for your business!



North Dakota Workforce
Safety & Insurance

Billing Statement

(07/2024)

1600 E Century Ave, Ste 1
PO Box 5585
Bismarck ND 58506-5585
Telephone 800-777-5033
Toll Free Fax 888-786-8695
TTY (hearing impaired) 800-366-6888
Fraud and Safety Hotline 800-243-3331
www.workforcesafety.com

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

Date 04/29/2025
Account number 1307281
AutoPay No
Statement ID **GYHPUA3NSU**

Previous balance	\$0.00
Credits	\$0.00
New charges	\$250.00
Total balance	\$250.00
Minimum due	\$250.00
Due date	05/29/2025

Date	Description	Charges	Credits	Line Total
	Previous Balance			\$0.00
04/29/2025	Premium (04/01/2025-03/31/2026)	250.00		250.00
Total Balance				\$250.00

For current accounts in good standing, interest will be assessed on the unpaid premium and/or assessment balance at an annual percentage rate pursuant to North Dakota Century Code § 65-04-20. For delinquent accounts, interest will be assessed on the unpaid premium and/or assessment balance at an annual percentage rate pursuant to North Dakota Century Code § 65-04-22.

See back for important information

To make a payment online, visit www.workforcesafety.com and access the QuickPay option under Quick Links and enter the Statement ID **GYHPUA3NSU** or sign in to myWSI to access your employer account.

Payment options – Detach and return this portion with your payment using the enclosed envelope

<input type="checkbox"/> Check <input type="checkbox"/> ACH <input type="checkbox"/> Credit Card		Total balance \$250.00	Minimum due \$250.00	Due date 05/29/2025	Amount enclosed \$
Account number 1307281	Statement ID GYHPUA3NSU	Employer Burleigh County Water Resource District			
I authorize WSI to electronically debit my account for the amount enclosed. Debit will post to your account in 3-4 days.			Signature		
Routing number (ACH only)		Bank account number (ACH only)		Type of account (ACH only) <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
Credit card number				Name on credit card	
Expiration date		V-code (3 digits on back of card)		Telephone number	
Credit card billing address					

Payments by credit card are limited to \$99,999 per year



Premium Calculation Detail

(07/2024)

1600 E Century Ave, Ste 1
PO Box 5585
Bismarck ND 58506-5585
Telephone 800-777-5033
Toll Free Fax 888-786-8695
TTY (hearing impaired) 800-366-6888
Fraud and Safety Hotline 800-243-3331
www.workforcesafety.com

Date 04/29/2025		Employer Burleigh County Water Resource District	Account number 1307281		
SECTION 1 -- Actual premium based on reported payroll for the period 04/01/2024 through 03/31/2025. Payroll cap \$40,800 per individual.					
Coverage type	Rate class	Description	Payroll (x)	Rate (=)	Premium
Employee	8747D	Appointed & Elected Officials Minimum Premium	26,223.75	0.26	68.18 188.64
Manual premium					250.00
Small Account Credit (%*amount) - -10					(6.82)
Standard premium					250.00
Less prepaid premium					250.00
Premium due (overpayment)					0.00

SECTION 2 – Prepaid premium based upon estimated payroll for period 04/01/2025 through 03/31/2026. Payroll cap \$43,800 per individual.					
Coverage type	Rate class	Description	Payroll (x)	Rate (=)	Premium
Employee	8747D	Appointed & Elected Officials Minimum Premium	28,151.97	0.23	64.75 191.73
Manual premium					250.00
Small Account Credit (%*amount) - -10					(6.48)
Standard premium					250.00

SECTION 3 – Discount/Dividend			
	Discount rate	Premium	Total
Safety discount 04/01/2024 through 03/31/2025	0%	250.00	0.00
2023 Dividend reconciliation	0%	250.00	0.00 0.00 0.00
2024 Dividend calculation	0%	250.00	0.00



Notice of Decision – Premium Calculation

This billing statement includes the calculation of premium with a rate classification assignment and payroll determination on 1 or more policy periods. If you believe any of these rate classification(s) and/or payroll information to be incorrect, you need to appeal. In order to appeal, you must:

- Submit a written request from you, or an attorney licensed in North Dakota, to Workforce Safety & Insurance (WSI) to have the decision reconsidered; **WSI must receive the request within 45 days from the date of the first billing notice**,
- Indicate the specific premium calculation you are requesting reconsideration of by noting the policy period, rate classification assignment, and the payroll determined,
- Explain why you think the decision is wrong, and
- Enclose any additional information you want WSI to consider.

If you do not appeal, this decision is final. If you agree that this decision is correct, no further action is required.