



BURLEIGH COUNTY WATER RESOURCE DISTRICT AGENDA

Wednesday, July 16, 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 06/18/2025 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 (New Offer letters Sent)
 - ii. Updated Water Supply Simulation (Memorandum).....6-12
 1. **Transmittal to DWR**
 - b. Bank Stabilization and Trail Protection – Construction Underway
 - c. DWR Cost Share Reimbursement Request13-44
 - d. Emergency Action Plan (Exercise TDB)
6. Financial Reports (Reep):
 - a. **Balance Sheet 06/30/2025**.....45-46
 - b. **P&L 06/30/2025**47-48
 - c. 2026 Budget
 - d. **Insurance**49-69
7. Drainage Permits/Complaints/Issues: *Open*:
 - a. River Road – Box Culvert and Channel Cleanout (Pending)
 - b. Keelboat Park
 - i. Easement research continues – Response to DWR Pending
 - c. Hawk Tree HOA – Private Culvert Placement, SWMP Compliance – Jurisdictional Question
 - i. Under Review - time required due to extended records
 - d. Mike Koch – Revisited (Special Assessment District Option) – Under Review
 - e. Chase Dewitz – Tile Permit Application (Ownership Response)70-71
8. Drainage Permits/Complaints/Issues: *Closed*:
9. Projects:
 - a. Hoge Island Stabilization:
 - i. Access Easement Revisions (Summer 2025)
 - ii. **Homelvig Inquiry – Letter Response** 72-75
 - b. Apple Creek U-Mary Slide – Emergency Action Plan (Smith)
 - i. HMGP Grant Application – FEMA Approval – Agreements Signed/Returned76-101
 - ii. Braun/BGC initial review process ongoing
 1. Scope Revision – Control Point Survey.....102-107
10. Other Old Business:
 - a. Burleigh County CRS (Update – Ongoing, Community Action Visit – Pending 2025)
 - b. Multi-Hazard Mitigation Plan Update (Mary Senger) – Comments Requested
 - c. **Comment Policy – Board Meetings** 108-116

- 11. New Business
 - a. MRJWB EAE Program Contribution 2025117-119
 - b. Knife River Notice of Application for Appropriation of Water From Ground Water 120
 - c. US Postal Service
- 12. Correspondence or Document Information:
 - a. Plats & SWMP's – Not included due to size...Available on request.
 - i. Plains Ridge Final Plat
 - ii. Municipal Sixth Addition – Bank Stabilization Easement
- 13. Approval of Bills (\$85,852.47) 121**
- 14. Detailed Bills122-194
- 15. Next Meeting: Wednesday August 13, 2025, 8:00 AM, Tom Baker Room
- 16. Adjourn

Note: Bold Items Require Board Action

BCWRD Meeting Minutes
June 18, 2025
Draft - Not Approved Yet

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
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Present: James Landenberger; Roger Smith; Kathleen Jones; Chuck Mischel; Jerry Woodcox; Michael Gunsch and Travis Johnson, Houston Engineering; Dave Bliss, Bliss Law Firm; and Wendy Egli, Fronteer Professional Services
Others Present: Dave Robinson and Dave Mayer (Bismarck Parks & Rec), Mitch Flanagan, Burleigh County Planning & Zoning, Casey Einrem, Burleigh County Highway Dept; Brad Brown, Hawktree HOA President

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 05/14/2025		Mgr. Jones motions to approve 05/14/2025 minutes as presented, Mgr. Smith seconds. Motion carried by unanimous voice vote.		
Amendments and Approval of Agenda		Mgr. Jones motions to approve agenda as Amended, Mgr. Smith seconds. Motion carried by unanimous voice vote.		
Comments from Members of the Pubic	None noted.			
McDowell Dam	Trail counters for May – 857, vehicle count – 10,136 Playground equipment is about 6-10 weeks out.			
Supplemental Water Supply Easement Negotiations	New offer letters have been sent. Executive Session will be held at next meeting.			
Bank Stabilization and Trail Protection	Bohlman Trenching has been awarded the contract. Consensus is to allow Chairman Landenberger to sign the notice of award and notice to proceed.	Mgr. Jones makes motion to approve bid to Bohlman, Mgr. Smith seconds. Motion carried by unanimous roll call vote.		
Emergency Action Plan	TBD			
Financial Reports				
Financials				
Balance Sheet	None noted.	Mgr. Jones motions to approve balance sheets, Mgr. Smith seconds. Motion carried by unanimous roll call vote.		
Profit & Loss	None Noted	Mgr. Jones motions to approve profit & loss, Mgr. Smith seconds. Motion carried by unanimous roll call vote.		

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
2026 Budget	Submitted to county.			
CDS	Discussion regarding CD that came due earlier this month.	Mgr. Smith makes a motion to leave the funds from this CD in the Bravera Wealth, Mgr. Jones seconds. Motion carried by unanimous roll call vote.		
Drainage Permits/Complaints/Issues: Open	River Road – Still waiting for it to dry out			
	Keelboat Park/Municipal 6 th plat – Memo pending			
	Hawktree HOA – Brad Brown, Hawktree HOA President was in attendance and spoke regarding the history and information on this issue. Houston is still researching.			
	Mike Koch – Consensus of the board was to allow Houston Engineering to assist Mr. Koch in finding options to resolve the issue.			
	Chase Dewitz- Tile Permit Application – Discussion was had on what our roll in the application process is. We are waiting on the application fee to continue processing.			
Drainage Permits/Complaints/Issues: Closed				
Projects				
Hoge Island Stabilization				
Access Easement Revisions	Summer			
Apple Creek U-Mary Slide				
HMGP Grant Application	Application has been approved. State agreements are being sent to David Bliss for approval.	Mgr. Smith makes a motion to allow Chairman Landenberger to sign the application agreements upon legal review. Mgr. Jones seconds. Motion carried by voice vote.		
Braun/BGC initial review process underway	Field work is beginning now that grant is approved.			
DWR Web Grant Submittal	Request has been denied.			
Other Old Business				
Burleigh County CRS	Mitch Flanagan – County is continuing with submittals.			

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
New Business				
Multi-Hazard Mitigation Plan Update	No update.			
Comment Policy – Board Meetings	Suggested policy will be available next month.			
ND Water Resource District Association staff training	Fronteer will be attending.			
NDFT Legislative Impacts and Renewals	FYI Only			
Temporary Water Permits	FYI only			
Plats & SWMPS	Available upon request			
Approval of Bills	Bills were presented totaling \$68,527.32 (Included two months of Houston Engineering bills)	Mgr. Jones motions to approve payment of bills, Mgr. Smith seconds. Motion carried by unanimous roll call vote.		
Next Meeting	The next regularly scheduled meeting date is Wednesday, July 16, 2025 , at 8:00 AM in the Tom Baker Room.			

With no further business the meeting adjourned at 9:27 a.m.

Wendy Egli, BCWRD Admin. Secretary

McDowell Dam and Reservoir Supplemental Water Supply

To: Burleigh County Water Resources District
From: Michael H. Gunsch, PE, CFM
Houston Engineering, Inc.
Subject: Water Supply Availability
Date: July 16, 2025
Project: McDowell Dam Reservoir - Apple Creek Diversion Simulations
HEI No. 1032-100

The original McDowell Dam reservoir simulation was completed in August 1995 and utilized a twenty-six (26) year period of record for flows on Apple Creek, and a projected two-month diversion withdrawal period. The primary purpose was to evaluate the ability to refill the recreational reservoir during drought periods. This is to sustain water levels within the reservoir during low runoff years and provide the ability to exchange waters to maintain or improve water quality, as runoff from the upstream six square mile watershed is limited. The contributing Apple Creek Watershed above the USGS gage is estimated at 1180 square miles. Water quality exchange also provides the ability to reduce the risk for the formation of blue green algae, which presents a significant public health risk, see attached NDDEQ flyer. This algae situation has occurred several times in the past and most recently this summer.

This reservoir suffered several severe two-year drought periods as documented in the records for the water years of '79-81, '89-90, and '90-91. There were other low water years that impacted the primary recreational value. The 1995 simulation indicated the non-diversion natural fill rate could be improved using the diversion of waters from Apple Creek. While monthly reservoir elevations were determined in the simulation, they were not evaluated for their individual benefits provided the increased refill opportunity. The diversion rate was based on a review of available historic spring stream flow and retaining a minimum (base) flow in Apple Creek of 10 cfs. The minimum flows were to assure prior downstream water rights are met, therefore the simulated original withdrawal only occurred during March and April spring flows. The 300 ac-feet diversion quantity was selected for refill, as well as to replace a given percentage of the total reservoir storage capacity for water quality exchange.

The BCWRD filed a water permit application with the North Dakota State Engineer to secure water from Apple Creek. The permit was approved with a removal rate of 1,346 gallons per minute (~3 cfs) with the requested total allocation of 300 acre-feet. However, the permit remains to be perfected until the diversion system is installed. The permit priority date is January 5, 2009, and allows withdrawals during the year, if a 16 cfs base flow is maintained, which was a level established by the ND State Engineer during their permit evaluation. Therefore, the authorized permit allows for greater flexibility to refill the reservoir during low water periods than the original two-month (March-April) simulation. It also provides improved reservoir drawdown and refill ability for water quality exchange, which was included in the requested 300 ac-ft allocation. The BCWRD questioned if the approved permit provisions provided greater value than the original simulation and requested an extended evaluation be conducted, the results are provided in this memorandum. If this is correct, it provides additional validity and supports the project's viability.

Subsequently, the 1995 supplemental water simulation was expanded to include the 56-year period of record on Apple Creek. The 1995 supplemental water supply balance simulation was created using an older spreadsheet format utilizing various factors and available data. The original 1995 spreadsheet was located then expanded and converted to Excell to include the period of record through 2022. This memorandum documents the elements included in the simulation, and utilization of the following data to project a monthly transition in water surface elevations during the period of record.

1. McDowell Dam Area Capacity Curve (SCS and design records)
2. McDowell Dam Watershed ~ 5.87+ square miles (1995 Study – USGS Stream Stats)
3. Embankment Seepage - Historic Records (26 years annual measurements – SCS/NRCS)
4. Bismarck Airport Monthly Precipitation (56 years)
 - a. MONTHLY PRECIPITATION DATA: NATIONAL WEATHER SERVICE ID # 819
5. NORTHERN GREAT PLAINS RESEARCH CENTER DATA - APRIL THRU SEPTEMBER
 - a. Evaporation Records spring-fall though 1993 – Limited data through 2009
 - b. Supplemented using NORTH DAKOTA HYDROLOGY MANUAL, FIGURE 8-3 : U.S.W.B. T.P. - 37 the North Dakota Hydrology Manual – Annual Evaporation
 - c. The annual evaporation rates were applied to the simulated water surface elevations and resulting area in the given month of analysis, including winter.
 - d. An upstream watershed evaporation constant was included in the simulation, for upstream non-reservoir storage areas
6. Burnt Creek USGS Stream Gage - USGS STATION #06342450
 - a. DRAINAGE AREA 108 sq. mi.
 - b. Used to determine the annual runoff inflow per square mile for the simulation months applied to the McDowell Dam watershed.
 - c. The Apple Creek Gage data was inconsistent and did not provide the desired calibration of historic water surface elevations. At 1,680 sq mi and 500 sq mi noncontributing the watershed size did not lend itself to use for runoff.
7. Apple Creek USGS Stream Gage - USGS STATION #06349500 Number
 - a. DRAINAGE AREA = 1680 Square Miles (500 sq. mi. considered non-contributing)
 - b. Used to determine the runoff available for removal per the approved water permit
 - c. Simulated 2 and 3-month diversions (26-year Mar-Apr) and (56-year Mar-May)
 - d. Removals allowed when they do not influence required base flows = 10 cfs in the original simulation and 16 cfs under permitted conditions.
8. Authorized Water Permit (Number 6071)
 - a. Removal Rate ~ 1,346 gpm ~3 cfs
 - b. Removal Volume 300 acre-feet (annually)
 - i. These parameters were established by the State Engineer based on the approved water permit and higher priority date permits downstream.
 - c. The water permit has an associated timeline, subsequently a request to extend the beneficial use date was submitted on February 18, 2025 to the ND Department of Water Resources.

The original 26-year simulation was calibrated based on recorded water surface elevations during the NRCS and/or SWC inspections. The simulation was reasonably calibrated, within tolerances, given the data variability and elevation measurements within 30 days. **Table 6.4.1A** attached to this memorandum illustrates the results of an expanded simulation for natural watershed conditions, without diverted flows. **Table 6.4.1B** attached to this memorandum illustrates the results of the water permit Apple Creek diversion simulation for March-April (2 months).

Based on a water permit approval and a three-month diversion and increased base flow limitation (16 cfs) the fill rate increased from 57% to 77%. This value increases to 80% when considering a reservoir operational level ranging from 1723.5 to 1725. Over the period of record the average recreational pool level also increases by nearly a foot.

Based on the approved water permit, the 3 cfs removal rate is allowed to occur anytime during the open water season if base flows are retained. Subsequently, additional water may be available outside the simulation removal period not only for reservoir refill, but also for drawdown and associated water quality exchange. Considering refill only and expanding the diversion period to three months to {*March-May*} the refill effectiveness was increased to 77%. This represents a significant improvement and aids in justifying the proposed Apple Creek Diversion. **Table 6.4.1C** attached to this memorandum illustrates the results of the expanded simulation using an expanded diversion and approved water permit.

The option to divert waters on any given individual month to sustain reservoir levels was not simulated for refill, as it would not have resulted more “annual refills”. Though these waters are available to refill after a drawdown occurs and provide a water exchange to improve quality.

A further review identified the diversion’s value during the documented draughts in ‘79-81, ‘89-90, and ‘90-91. While these low water periods exist in the 26-year and 56-year periods of record, the “*Recreational Season Water Elevations*” are reasonable in three of these six years, see table below. Another untested element was the ability to divert water after the refill if additional flows from the allocation are available in any given year. This option is best considered during design phased as an operational parameter for pumping when waters are available and water quality improvements are best achieved. Such removal would be coordinated through water quality testing within the reservoir, and the NDGF who manages the hypolimnetic drawdown system, to assure additional value is provided.

McDowell Dam - Supplemental Water Supply - Apple Creek Diversion							
Simulated Reservoir Elevations							
Recreational Season Water Elevation Average							
DroughtYear	Table 6.4.1.A Watershed No Diversion	Table 6.4.1.A Original Diversion (March-April)	Increased Water Surface Elevation (feet)	Table 6.4.1.C Water Permit Allocation (March-April-May)	Increased Water Surface Elevation (feet)	Additional increase with approved permit	Elevation Deficit at Control Elevation
79/80	1721.9	1723.6	1.7	1724.1	2.2	0.5	-0.1
80/81	1720.8	1723.0	2.2	1723.5	2.7	0.5	0.5
88/89	1716.7	1721.9	5.2	1722.8	6.1	0.9	1.2
89/90	1712.5	1717.8	5.3	1718.7	6.2	0.9	5.3
90/91	1708.7	1714.1	5.4	1715.0	6.3	0.9	9.0
91/92	1711.1	1718.7	7.6	1719.5	8.4	0.8	4.5
					Average Increase	0.8	feet
Principal Control Elevation			1724.0				
Target Fill Elevation			1725.0				

Recommendation:

Based on the simulation findings, the benefits from the Apple Creek Diversion via the approved water permit have improved from the original simulation and further justify project development. The BCWRD is positioned to proceed with project implementation, as they are nearing the final steps to secure the easements along the pipeline corridor.

This memorandum is to be provided to the ND Department of Water Resources to support the extension of the beneficial use extension for conditional water permit {No, 6071}.

It is recommended the simulation be considered for further expansion, as part of the final design, and developing an operation and maintenance plan for removals, and opportunities for water quality exchange to maintain and/or improve water quality. The water quality review and program will take time to define water quality parameters and treatment options, as well as the extent to which volume can be added after water is released (removed) via the hypolimnetic drawdown system.

References:

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

Additional Flows @ a Pumping Rate of 1,346 gpm (3.0 cfs)													File = MCADD25.WB1	Reservoir	Drawdown	Recreation
WATER YEAR	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	Refills	(acre-feet)	Season Average	
64/65	Allocation Column															
65/66	No Diversion in this Table															
66/67																
67/68	1721.5	1721.2	1721.1	1720.9	1720.7	1721.9	1721.7	1721.6	1722.2	1721.5	1721.7	1721.5	0.0		1721.7	
68/69	1721.0	1720.8	1720.7	1720.7	1720.7	1720.5	1725.0	1724.8	1724.6	1725.0	1724.5	1724.0	1.0		1724.6	
69/70	1723.6	1723.3	1723.2	1723.1	1722.9	1722.8	1725.0	1725.0	1725.0	1724.6	1723.9	1723.6	1.0		1724.4	
70/71	1723.2	1723.1	1722.9	1722.8	1722.7	1725.0	1725.0	1724.7	1725.0	1724.4	1723.6	1723.4	1.0		1724.2	
71/72	1723.5	1723.4	1723.3	1723.2	1723.0	1725.0	1725.0	1724.7	1724.3	1723.8	1723.3	1723.0	1.0		1724.2	
72/73	1723.0	1722.7	1722.6	1722.4	1722.7	1723.2	1723.0	1722.7	1722.1	1721.4	1720.6	1720.4	0.0		1721.4	
73/74	1720.1	1719.9	1719.8	1719.6	1719.5	1721.3	1722.2	1722.4	1721.9	1721.2	1720.8	1720.3	0.0		1721.3	
74/75	1719.9	1719.7	1719.6	1719.5	1719.4	1720.0	1725.0	1725.0	1725.0	1724.7	1724.1	1723.7	1.0		1724.5	
75/76	1723.3	1723.0	1722.9	1722.8	1722.9	1724.6	1725.0	1724.6	1724.4	1723.7	1722.9	1722.5	1.0		1723.6	
76/77	1722.0	1721.7	1721.6	1721.5	1721.3	1721.4	1720.9	1720.3	1719.9	1719.3	1718.9	1719.6	0.0		1719.6	
77/78	1719.3	1719.2	1719.1	1718.9	1718.8	1725.0	1725.0	1724.7	1724.4	1723.9	1723.8	1723.8	1.0		1724.4	
78/79	1723.4	1723.3	1723.2	1723.1	1723.1	1723.1	1725.0	1725.0	1724.6	1724.5	1724.2	1723.8	1.0		1724.4	
79/80	1723.3	1723.0	1722.8	1722.7	1722.5	1723.3	1722.9	1722.4	1722.0	1721.6	1721.8	1721.5	0.0		1721.9	
80/81	1721.5	1721.3	1721.1	1720.9	1722.2	1722.1	1721.7	1721.3	1721.0	1720.7	1720.5	1720.3	0.0		1720.8	
81/82	1719.9	1719.7	1719.5	1719.4	1719.2	1723.6	1725.0	1725.0	1724.8	1724.5	1724.1	1723.6	1.0		1724.4	
82/83	1723.7	1723.5	1723.3	1723.1	1723.6	1725.0	1724.9	1724.7	1724.5	1724.1	1723.5	1723.2	1.0		1724.0	
83/84	1722.8	1722.6	1722.4	1722.2	1722.7	1724.7	1725.0	1724.8	1725.0	1724.5	1723.9	1723.5	1.0		1724.3	
84/85	1723.1	1722.9	1722.8	1722.6	1723.3	1725.0	1725.0	1725.0	1724.7	1724.0	1724.0	1723.8	1.0		1724.3	
85/86	1723.5	1723.3	1723.1	1722.9	1724.9	1725.0	1725.0	1725.0	1724.9	1724.9	1724.5	1724.7	1.0		1724.8	
86/87	1724.3	1724.3	1724.1	1723.9	1724.6	1725.0	1725.0	1725.0	1724.5	1724.4	1724.2	1723.8	1.0		1724.4	
87/88	1723.3	1723.0	1722.8	1722.7	1722.6	1722.8	1722.4	1721.9	1721.2	1720.3	1719.9	1719.4	0.0		1720.5	
88/89	1718.9	1718.6	1718.5	1718.4	1718.2	1718.2	1718.2	1717.9	1717.3	1716.6	1716.1	1715.7	0.0		1716.7	
89/90	1715.2	1715.0	1714.8	1714.6	171											

Upstream Surface Area Evaporation Constant 15 acres

Table 6.4.1.B - Expanded Record - Approved Water Permit Diversion

McDowell Dam - Burleigh County

APPLE CREEK PUMPING - SUPPLEMENTAL WATER SUPPLY (1725.0 msl)

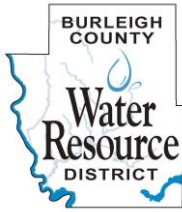
INFLOW+DIRECT PRECIPITATION-EVAPORATION-SEEPAGE

Additional Flows @ a Pumping Rate of 1,346 gpm (3.0 cfs) - 2 month allocation

Additional Flows @ a Pumping Rate of 1,346 gpm (3.0 cfs) - 2 month allocation													File = MCADD25.WB1			
WATER YEAR	OCT	NOV	DEC	JAN	FEB	MAR	APR	RECREATION SEASON					Reservoir	Drawdown	Recreation	
								MAY	JUN	JUL	AUG	SEP	Refills	(acre-feet)	Season Average	
64/65								Shift Two Months								
65/66								Allocation Column								
66/67																
67/68	1721.5	1721.2	1721.1	1720.9	1720.7	1721.9	1721.7	1725.0	1725.0	1724.3	1724.5	1724.3	1.0		1724.6	
68/69	1723.8	1723.6	1723.5	1723.5	1723.5	1723.3	1725.0	1725.0	1724.8	1725.0	1724.5	1724.0	1.0		1724.7	
69/70	1723.6	1723.3	1723.2	1723.1	1722.9	1722.8	1725.0	1725.0	1725.0	1724.6	1723.9	1723.6	1.0		1724.4	
70/71	1723.2	1723.1	1722.9	1722.8	1722.7	1725.0	1725.0	1725.0	1725.0	1724.4	1723.6	1723.4	1.0		1724.3	
71/72	1723.5	1723.4	1723.3	1723.2	1723.0	1725.0	1725.0	1725.0	1724.7	1724.3	1723.8	1723.3	1.0		1724.2	
72/73	1723.0	1722.7	1722.6	1722.4	1722.7	1723.2	1723.0	1724.6	1724.1	1723.4	1722.7	1722.5	0.0		1723.5	
73/74	1722.2	1722.0	1721.9	1721.7	1721.6	1723.2	1724.0	1725.0	1724.5	1723.9	1723.5	1723.0	1.0		1724.0	
74/75	1722.6	1722.4	1722.3	1722.2	1722.1	1722.7	1725.0	1725.0	1725.0	1724.7	1724.1	1723.7	1.0		1724.5	
75/76	1723.3	1723.0	1722.9	1722.8	1722.9	1724.6	1725.0	1725.0	1724.8	1724.1	1723.3	1722.9	1.0		1724.0	
76/77	1722.4	1722.1	1722.0	1721.9	1721.7	1721.8	1721.3	1720.9	1720.5	1719.9	1719.5	1720.2	0.0		1720.2	
77/78	1719.9	1719.8	1719.7	1719.5	1719.4	1725.0	1725.0	1725.0	1724.7	1724.4	1723.9	1723.8	1.0		1724.4	
78/79	1723.4	1723.3	1723.2	1723.1	1723.1	1723.1	1725.0	1725.0	1724.6	1724.5	1724.2	1723.8	1.0		1724.4	
79/80	1723.3	1723.0	1722.8	1722.7	1722.5	1723.3	1722.9	1724.5	1724.1	1723.7	1723.9	1723.6	0.0		1724.0	
80/81	1723.5	1723.3	1723.1	1722.9	1722.9	1724.0	1723.6	1723.6	1723.3	1723.1	1722.9	1722.7	0.0	Increased Water Level 2.5 feet	1723.1	
81/82	1722.3	1722.1	1721.9	1721.8	1721.8	1725.0	1725.0	1725.0	1724.8	1724.5	1724.1	1723.6	1.0		1724.4	
82/83	1723.7	1723.5	1723.3	1723.1	1723.6	1725.0	1724.9	1725.0	1724.8	1724.4	1723.8	1723.5	1.0		1724.3	
83/84	1723.1	1722.9	1722.7	1722.5	1723.0	1724.9	1725.0	1725.0	1724.5	1723.9	1723.5	1723.5	1.0		1724.4	
84/85	1723.1	1722.9	1722.8	1722.6	1723.3	1725.0	1725.0	1725.0	1724.7	1724.0	1724.0	1723.8	1.0		1724.3	
85/86	1723.5	1723.3	1723.1	1722.9	1724.9	1725.0	1725.0	1725.0	1724.9	1724.9	1724.5	1724.7	1.0		1724.8	
86/87	1724.3	1724.3	1724.1	1723.9	1724.6	1725.0	1725.0	1725.0	1724.5	1724.4	1724.2	1723.8	1.0		1724.4	
87/88	1723.3	1723.0	1722.8	1722.7	1722.6	1722.8	1722.4	1723.9	1723.3	1722.4	1722.0	1721.5	0.0		1722.6	
88/89	1721.0	1720.8	1720.7	1720.6	1720.4	1720.3	1720.3	1722.3	1721.7	1721.0	1720.5	1720.1	0.0	Increased Water Level 6.2 feet	1721.1	
89/90	1719.6	1719.4	1719.2	1719.0	1718.8	1718.6	1718.1	1717.7	1717.7	1717.1	1716.5	1716.1	0.0		1717.0	
90/91	1715.6	1715.3	1715.1	1714.9	1714.7	1714.5	1714.3	1714.3	1714.0	1713.2	1712.6	1712.4	0.0	Increased Water Level 7.4 feet	1713.3	
91/92	1712.2	1712.0	1711.8	1711.6	1715.4	1715.7	1715.4	1718.1	1718.0	1717.8	1717.3	1717.0	0.0		1717.6	
92/93	1716.5	1716.3	1716.1	1715.9	1715.7	1716.9	1716.8	1725.0	1725.0	1725.0	1725.0	1724.6	1.0		1724.9	
93/94	1724.1	1723.9	1723.8	1723.7	1723.6	1725.0	1725.0	1725.0	1725.0	1724.6	1724.0	1724.1	1.0		1724.5	
94/95	1724.0	1723.9	1723.7	1723.5	1723.7	1725.0	1725.0	1725.0	1724.8	1724.8	1724.4	1724.0	1.0		1724.6	
Expanded Simulation Data after 94/95																
95/96	1723.6	1723.4	1723.2	1723.1	1725.0	1725.0	1725.0	1725.0	1725.0	1724.8	1724.7	1724.5	1.0		1724.8	
96/97	1724.2	1724.1	1724.0	1723.9	1723.7	1725.0	1725.0	1725.0	1724.7	1724.4	1723.9	1723.6	1.0		1724.3	
97/98	1723.4	1723.1	1722.9	1722.7	1725.0	1725.0	1725.0	1725.0	1724.9	1724.5	1724.9	1724.5	1.0		1724.8	
98/99	1724.3	1724.2	1724.0	1723.9	1723.7	1725.0	1725.0	1725.0	1725.0	1725.0	1725.0	1724.9	1.0		1725.0	
99/2000	1724.5	1724.2	1724.0	1723.8	1725.0	1725.0	1725.0	1725.0	1725.0	1725.0	1724.6	1724.2	1.0		1724.8	
2000/01	1724.0	1723.9	1723.7	1723.5	1723.3	1725.0	1725.0	1725.0	1725.0	1725.0	1724.6	1724.2	1.0		1724.8	
2001/02	1723.8	1723.5	1723.3	1723.1	1722.9	1723.9	1724.8	1725.0	1725.0	1724.7	1724.3	1723.9	1.0		1724.6	
2002/03	1723.5	1723.2	1723.0	1722.8	1722.6	1723.9	1723.9	1725.0	1724.9	1724.5	1723.9	1723.6	1.0		1724.4	
2003/04	1723.2	1723.0	1722.8	1722.7	1722.5	1723.0	1723.0	1725.0	1725.0	1724.8	1724.4	1724.1	1.0		1724.7	
2004/05	1723.7	1723.4	1723.2	1723.0	1722.8	1722.8	1722.9	1725.0	1725.0	1724.9	1724.6	1724.1	1.0		1724.7	
2005/06	1723.7	1723.5	1723.4	1723.2	1723.0	1723.5	1723.5	1724.8	1724.4	1723.9	1723.5	1723.2	0.0		1724.0	
2006/07	1722.8	1722.5	1722.4	1722.2	1722.1	1723.6	1723.6	1725.0	1725.0	1724.6	1724.3	1724.0	1.0		1724.6	
2007/08	1723.6	1723.3	1723.1	1722.9	1722.7	1722.6	1722.5	1723.5	1723.9	1723.6	1723.1	1722.9	0.0		1723.4	
2008/09	1722.6	1722.6	1722.5	1722.4	1722.3	1725.0	1725.0	1725.0	1725.0	1725.0	1724.5	1724.1	1.0		1724.7	
2009/10	1723.8	1723.5	1723.4	1723.3	1723.2	1725.0	1725.0	1725.0	1725.0	1724.9	1724.6	1724.6	1.0		1724.8	
2010/11	1724.2	1724.0	1723.9	1723.8	1723.6	1724.5	1725.0	1725.0	1725.0	1725.0	1725.0	1725.0	1.0		1725.0	
2011/12	1724.7	1724.4	1724.2	1724.0	1723.8	1724.4	1725.0	1725.0	1725.0	1724.8	1724.5	1724.0	1.0		1724.7	
2012/13	1723.6	1723.4	1723.3	1723.1	1722.9	1723.6	1725.0	1725.0	1725.0	1724.7	1724.2	1724.3	1.0		1724.6	
2013/14	1724.3	1724.0	1723.9	1723.7	1723.5	1725.0	1725.0	1725.0	1725.0	1724.8	1725.0	1725.0	1.0		1725.0	
2014/15	1724.5	1724.3	1724.1	1724.0	1723.8	1724.9	1725.0	1725.0	1725.0	1724.9	1724.5	1724.0	1.0		1724.7	
2015/16	1723.6	1723.3	1723.2	1723.0	1722.8	1723.0	1723.9	1725.0	1725.0	1725.0	1725.0	1724.8	1.0		1725.0	
2016/17	1724.3	1724.2	1724.2	1724.1	1724.0	1725.0	1725.0	1725.0	1724.8	1724.4	1724.4	1724.1	1.0		1724.5	
2017/18	1723.6	1723.3	1723.1	1722.9	1722.7	1723.0	1725.0	1725.0	1725.0	1724.9	1724.4	1724.1	1.0		1724.7	
2018/19	1723.8	1723.6	1723.5	1723.4	1723.3	1725.0	1725.0	1725.0	1725.0	1724.9	1724.9	1725.0	1.0		1725.0	
2019/20	1724.9	1724.7	1724.6	1724.4	1724.2	1725.0	1725.0	1725.0	1724.9	1724.6	1724.0	1723.5	1.0		1724.4	
2020/21	1723.1	1722.8	1722.6	1722.4	1722.2	1722.1	1722.0	1723.0	1722.7	1722.3	1721.8	1721.4	0.0		1722.2	
2021/22	1721.3	1721.0	1720.9	1720.8	1720.6	1723.2	1723.5	1725.0	1724.8	1724.7	1724.2	1723.8	1.0		1724.5	
Mean	1721.9	1721.7	1721.5	1721.4	1721.6	1723.6	1723.8	1724.3	1724.1	1723.8	1723.5	1723.2	Average Recreation May- Sept			
Median	1723.1	1722.9	1722.8	1722.6	1722.7	1723.3	1725.0	1725.0	1724.7	1724.3	1723.9	1723.5	1723.8 Increased Average Level One Foot			
Minimum	1712.2	1712.0	1711.8	1711.6	1714.7	1714.5	1714.3	1714.3	1714.0	1713.2	1712.6	1712.4				
Total Years (Filled)																43.0
Percent @ Full Pool	0.0%	0.0%	0.0%	0.0%	5.4%	39.3%	55.4%	76.8%	44.6%	14.3%	8.9%	5.4%	Refill Percentage		77%	
Reservoir control elevation pre-flash boards																Flash boards added May 1980
Upstream Surface Area Evaporation Constant																15 acres

File = MCADD25.WB1

Total Years (Filled)		Refill Percentage	
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100



Burleigh County Water Resource District

PO Box 1255

Bismarck, North Dakota 58502-1255

(701) 354-1501

www.bcwrld.org

July 7, 2025

VIA EMAIL

dwrcostshare@nd.gov

Julie Prescott

North Dakota Department of Water Resources

1200 Memorial Highway, Dept 770

Bismarck, ND 58504

Subject: McDowell Dam Supplemental Water Supply - HEI Project No. 1032-0200

Dear Julie:

The Burleigh County Water Resource District (BCWRD) is continuing the process to secure pipeline easements to implement the long-planned diversion of waters from Apple Creek into the McDowell Dam reservoir. This has taken more time than anticipated, however progress is being made. A cost share agreement for preliminary design was approved by the Department of Water Resources on March 21, 2022 in the amount of \$45,177.

Given the extended timeline associated with easement acquisition, final design and construction is delayed into 2025. Much of the preliminary design work has been focused on accommodating alignment revisions related to easement negotiations. To date, the BCWRD has incurred \$95,103.00 in expenses for eligible preliminary design and easement work. A summary of the previous cost share reimbursement request, this request and related invoices are attached. This **REVISED** Cost Share Reimbursement Request #3 is in the amount of \$29,911.40, with a balance remaining of \$7,135.80.

Let me know if you require additional information regarding this reimbursement request.

Sincerely,

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

James Landenberger, Chairman

Encl.

c: John Paczkowski, P.E., ND State Engineer (email)
Beth Nangare, North Dakota Department of Water Resources (email)
Randy Binegar, Manager, Burleigh County Water Resource District (email)
Michael Gunsch, Houston Engineering, Inc., Bismarck, ND (email)

Current Board Members:

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

INVOICE

**Remit to:**

1401 21st Ave N, Fargo, ND 58102

Phone: 701.237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Burleigh County Water Resource District

PO Box 1255

Bismarck, ND 58502-1255

Invoice Number: 66686

Date: August 24, 2023

Project Number: R001032-0200

Apple-McDowell Water Supply Diversion**For Professional Services Rendered Through: August 12, 2023**

BCWRD Account No.: 905 - Capital Improvements

See attached Project Status Report and Invoice Description.

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

	Hours	Rate	Amount
Engineer 10	1.50	215.00	\$322.50
	1.50		\$322.50

002 - ND Dept of Water Resources - Cost Share Total:**\$322.50****003 - Preliminary Design****Professional Services**

	Hours	Rate	Amount
Engineer 12	.25	235.00	\$58.75
Engineer 4	3.00	155.00	\$465.00
	3.25		\$523.75

Reimbursable Expenses

	Units	Rate	Amount
General Expense	1.0000	14.000	\$14.00
General Expense	1.0000	1.000	\$1.00
General Expense	1.0000	3.000	\$3.00
General Expense	1.0000	6.000	\$6.00
			\$24.00

003 - Preliminary Design Total:**\$547.75****004 - Easement Acquisition****Professional Services**

	Hours	Rate	Amount
Engineer 10	37.50	215.00	\$8,062.50

Project R001032-0200 Apple-McDowell Water Supply Diversion

Invoice 66686

Engineer 12	9.00	235.00	\$2,115.00
Engineer 5	19.50	166.00	\$3,237.00
Land Surveyor 2	1.50	162.00	\$243.00
Land Surveyor 4	17.75	191.00	\$3,390.25
Two Person Crew	11.00	209.00	\$2,299.00
	107.25		\$19,346.75

Reimbursable Expenses

	Units	Rate	Amount
Unit - ATV Hourly (BSK)	4.0000	15.000	\$60.00
Unit - Company Survey/Inspection Mileage (BSK)	50.0000	.855	\$42.76
Unit - GPS (BSK)	7.0000	25.000	\$175.00
			\$277.76

004 - Easement Acquisition Total:

\$19,624.51

Invoice Total \$20,494.76

Outstanding Invoices

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



HoustonEngineering Inc.

Project Status and Invoice Description

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

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

Billing Period: *June 4, 2023 through August 12, 2023*

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

- Updates to plan set with minor changes due to routing per County Highway department discussions and landowner preferences.
- Drawing up easement documents based on future county right of way alignment and updated plan sheets.
- Contacted and meeting with Kolbol to discuss easement and pipe alignment.
- Updated Board on pipe alignment and status and progress with landowner contact and easement acquisition.
- Communication with landowners to coordinate easement acquisition and update on project status. Signing permission to survey forms and provide to landowner for review.
- Meeting with Zeller to go over final routing, easement extents, and to sign easement document.
- Conducted Topo and Boundary Survey for final easement routing.

Comments:

- BCWRD has elected to hold off on submitting the OHF grant application until easements are secured, or agreements are in hand for easements.
- Zeller easement has been signed – payment remains prior to recording, others pending.

See accompanying invoice and cost summary for personnel cost breakdown.

Phase (002) ND Department of Water Resources – Cost Share	\$ 322.50
Phase (003) Preliminary Design	\$ 547.75
Phase (004) Easement Acquisition	\$19,624.51
Total Invoice:	\$20,494.76

INVOICE


Remit to:

1401 21st Ave N, Fargo, ND 58102

Phone: 701.237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Burleigh County Water Resource District

PO Box 1255

Bismarck, ND 58502-1255

Invoice Number: 67492

Date: October 06, 2023

Project Number: R001032-0200

Apple-McDowell Water Supply Diversion
For Professional Services Rendered Through: September 30, 2023

BCWRD Account No.: 905 - Capital Improvements

See attached Project Status Report and Invoice Description.

003 - Preliminary Design
Professional Services

	Hours	Rate	Amount
Engineer 10	1.50	215.00	\$322.50
	1.50		\$322.50

003 - Preliminary Design Total:
\$322.50
004 - Easement Acquisition
Professional Services

	Hours	Rate	Amount
Engineer 10	27.00	215.00	\$5,805.00
Engineer 12	5.75	235.00	\$1,351.25
Engineer 5	2.25	166.00	\$373.50
Land Surveyor 4	9.00	191.00	\$1,719.00
	44.00		\$9,248.75

004 - Easement Acquisition Total:
\$9,248.75
Invoice Total \$9,571.25
Outstanding Invoices

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



HoustonEngineering Inc.

Project Status and Invoice Description

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

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

Billing Period: *August 13, 2023 through September 30, 2023*

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

- Scoping and estimating design changes to bore the coulee on Kolbo property
- Preparing easement documents for various landowners, as well as an offer letter to Kolbo based on the future county right of way alignment and updated plan sheets.
- Meeting with Kolbo to review final routing, easement extents, and an attempt to secure the easement. Follow up discussions on options after he declined the offer and consideration of options.
- Updated Board on pipe alignment and status and progress with landowner contacts and easement acquisition efforts.
- Tracking down new landowner information and research due to the sale of two large parcels along the pipeline route south of Kolbo.

Comments:

- BCWRD has elected to hold off on submitting the OHF grant application until easements are secured, or agreements are in hand for easements.
- Zeller easement has been signed – payment remains prior to recording, others pending.
- Kolbo refusing to sign easement has brought up the prospect of other alternatives for easement acquisition.

See accompanying invoice and cost summary for personnel cost breakdown.

Phase (003) Preliminary Design	\$ 322.50
Phase (004) Easement Acquisition	\$ 9,248.75
Total Invoice:	\$ 9,571.25

INVOICE

**Remit to:**

1401 21st Ave N, Fargo, ND 58102

Phone: 701.237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Burleigh County Water Resource District

PO Box 1255

Bismarck, ND 58502-1255

Invoice Number: 67859

Date: October 31, 2023

Project Number: R001032-0200

Apple-McDowell Water Supply Diversion**For Professional Services Rendered Through: October 28, 2023**

BCWRD Account No.: 905 - Capital Improvements

See attached Project Status Report and Invoice Description.

003 - Preliminary Design**Professional Services**

	Hours	Rate	Amount
Engineer 10	3.00	215.00	\$645.00
Technician 7	6.75	156.00	\$1,053.00
	9.75		\$1,698.00

003 - Preliminary Design Total: \$1,698.00**004 - Easement Acquisition****Professional Services**

	Hours	Rate	Amount
Engineer 10	24.50	215.00	\$5,267.50
Engineer 12	2.75	235.00	\$646.25
Project Assistant 2	1.75	91.00	\$159.25
	29.00		\$6,073.00

004 - Easement Acquisition Total: \$6,073.00**Invoice Total \$7,771.00****Outstanding Invoices**

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



Project Status and Invoice Description

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

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

Billing Period: *October 1, 2023 through October 28, 2023*

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

- Updating the plan sheets with a shift in alignment on the Knutson property and new routing through Kolbo property.
- Additional meetings and negotiations with Kolbo to discuss easement located within the future county right of way alignment and attempt to secure easement.
- Contacted new landowner who just purchased property along the alignment to explain the project intent and scope and discuss the desire to acquire easement for the pipeline. Sent information on the project for new landowner to review.
- Updated the Board on pipe alignment and status and progress with landowner contacts and easement acquisition.
- Follow up with two landowners and left numerous messages regarding easement acquisition.

Comments:

- BCWRD has elected to hold off on submitting a OHF grant application until easements are secured, or agreements are in hand for easements.
- Zeller easement has been signed – payment has been made and document recorded, other easements pending
- Kolbo's refusal to sign easement has raised the question regarding action to acquire.
- The new landowner who purchased Bernice Steinke property required additional investigation to determine ownership and track down contact information. Easement negotiations have started over with new landowner.

See accompanying invoice and cost summary for personnel cost breakdown.

Phase (003) Preliminary Design	\$ 1,698.00
Phase (004) Easement Acquisition	\$ 5,913.75
Total Invoice:	\$ 9,571.25

INVOICE

**Remit to:**

1401 21st Ave N, Fargo, ND 58102

Phone: 701.237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Burleigh County Water Resource District

PO Box 1255

Bismarck, ND 58502-1255

Invoice Number: 68414

Date: December 05, 2023

Project Number: R001032-0200

Apple-McDowell Water Supply Diversion**For Professional Services Rendered Through: December 02, 2023**

BCWRD Account No.: 905 - Capital Improvements

See attached Project Status Report and Invoice Description.

003 - Preliminary Design**Professional Services**

	Hours	Rate	Amount
Engineer 10	1.50	215.00	\$322.50
Engineer 12	2.00	235.00	\$470.00
	3.50		\$792.50

003 - Preliminary Design Total:**\$792.50****004 - Easement Acquisition****Professional Services**

	Hours	Rate	Amount
Engineer 10	9.00	215.00	\$1,935.00
Engineer 12	7.25	235.00	\$1,703.75
Engineer 5	.25	166.00	\$41.50
	16.50		\$3,680.25

Reimbursable Expenses

	Units	Rate	Amount
General Expense	1.0000	75.000	\$75.00
			\$75.00

004 - Easement Acquisition Total:**\$3,755.25****Invoice Total****\$4,547.75**

Project Status and Invoice Description

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

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

Billing Period: *October 29, 2023 through December 2, 2023*

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

- Updating the plan sheets with a shift in alignment on the Knutson property and new routing through Kolbo property and updating plans with new property ownership info.
- Project discussions with Hansons (Southern Cross Ranch LLP) to discuss easement location and future county right of way, pipe alignment and attempt to secure easement.
- Meeting onsite with Southern Cross Ranch LLP personnel to review pipe routing and easement dimensions and discuss easement and impacts on potential future development.
- Updated the Board on pipe alignment and status and progress with landowner contacts and easement acquisition.
- Creation of PowerPoint presentation regarding Water Supply Diversion project for background information, project need and other considerations to present at BCWRD meeting. Also intended for public information use.

Comments:

- BCWRD has elected to hold off on submitting a OHF grant application until easements are secured, or agreements are in hand for easements.
- Zeller easement has been signed – payment has been made and document recorded, other easements pending and/or still in negotiation.
- Kolbo's refusal to sign easement has raised the question regarding action to acquire.
- The new landowner who purchased Bernice Steinke property required additional investigation to determine ownership and track down contact information. Easement negotiations have started over with new landowner.

See accompanying invoice and cost summary for personnel cost breakdown.

Phase (003) Preliminary Design	\$ 792.50
Phase (004) Easement Acquisition	\$ 3,755.25
Total Invoice:	\$ 4,547.75

INVOICE

**Remit to:**

1401 21st Ave N, Fargo, ND 58102

Phone: 701.237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Burleigh County Water Resource District

PO Box 1255

Bismarck, ND 58502-1255

Invoice Number: 68980

Date: January 09, 2024

Project Number: R001032-0200

Apple-McDowell Water Supply Diversion**For Professional Services Rendered Through: December 30, 2023**

BCWRD Account No.: 905 - Capital Improvements

See attached Project Status Report and Invoice Description.

003 - Preliminary Design**Professional Services**

	Hours	Rate	Amount
Engineer 10	7.00	215.00	\$1,505.00
Engineer 12	4.25	235.00	\$998.75
	11.25		\$2,503.75

003 - Preliminary Design Total: \$2,503.75**004 - Easement Acquisition****Professional Services**

	Hours	Rate	Amount
Engineer 12	.25	235.00	\$58.75
	.25		\$58.75

004 - Easement Acquisition Total: \$58.75**Invoice Total \$2,562.50****Outstanding Invoices**

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



Project Status and Invoice Description

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

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

Billing Period: *December 3, 2023 through December 30, 2023*

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

- Conducting research into reservoir history, lake levels and park usage numbers.
- Reviewing history of reservoir, park background, and other water quality history for the reservoir.
- Discussion of easement options considering landowner issues experienced.
- Updated the Board on pipe alignment and status and progress with landowner contacts and easement acquisition.
- Finalized and presented PowerPoint presentation regarding Water Supply Diversion project for background information, project need and other considerations to present at BCWRD meeting. Also intended for public information use.

Comments:

- BCWRD has elected to hold off on submitting a OHF grant application until easements are secured, or agreements are in hand for easements.
- Zeller easement has been signed – payment has been made and document recorded, other easements pending and/or still in negotiation.
- Kolbo's refusal to sign easement has raised the question regarding action to acquire.
- The new landowner who purchased Bernice Steinke property required additional investigation to determine ownership and track down contact information. Easement negotiations have started over with new landowner.

See accompanying invoice and cost summary for personnel cost breakdown.

Phase (003) Preliminary Design	\$ 2,503.75
Phase (004) Easement Acquisition	\$ 58.75
Total Invoice:	\$ 2,562.50

INVOICE


Remit to:

1401 21st Ave N, Fargo, ND 58102

Phone: 701.237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Burleigh County Water Resource District

PO Box 1255

Bismarck, ND 58502-1255

Invoice Number: 69344

Date: February 08, 2024

Project Number: R001032-0200

Apple-McDowell Water Supply Diversion
For Professional Services Rendered Through: February 03, 2024

BCWRD Account No.: 905 - Capital Improvements

See attached Project Status Report and Invoice Description.

003 - Preliminary Design
Professional Services

	Hours	Rate	Amount
Engineer 12	1.00	250.00	\$250.00
Engineer 13	4.25	259.00	\$1,100.75
	5.25		\$1,350.75

003 - Preliminary Design Total:
\$1,350.75
004 - Easement Acquisition
Professional Services

	Hours	Rate	Amount
Engineer 10	2.00	228.00	\$456.00
Engineer 11	1.00	238.00	\$238.00
Engineer 12	1.50	250.00	\$375.00
Engineer 13	2.50	259.00	\$647.50
	7.00		\$1,716.50

004 - Easement Acquisition Total:
\$1,716.50
Invoice Total \$3,067.25
Outstanding Invoices

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



Project Status and Invoice Description

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

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

Billing Period: *December 31, 2023 through February 3, 2024*

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

- Conducting research into reservoir history and prior evaluation reports.
- Discussion of easement options considering landowner issues experienced and consultation with legal counsel regarding next steps.
- Updated the Board on status of landowner contacts and easement acquisition.
- Drafting correspondence alternatives for presentation to landowners for consideration.

Comments:

- BCWRD has elected to hold off on submitting a OHF grant application until easements are secured, or agreements are in hand for easements.
- Zeller easement has been signed – payment has been made and document recorded, other easements pending and/or still in negotiation.
- Kolbo's and Hanson's refusal to sign easement has raised the question regarding action to acquire.
- The new landowner who purchased Bernice Steinke property (Hanson) required additional investigation to determine ownership and track down contact information. Easement negotiations started over with new landowner.

See accompanying invoice and cost summary for personnel cost breakdown.

Phase (003) Preliminary Design	\$ 1,350.75
Phase (004) Easement Acquisition	\$ 1,716.50
Total Invoice:	\$ 3,067.25

INVOICE



Remit to:

1401 21st Ave N, Fargo, ND 58102

Phone: 701.237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Burleigh County Water Resource District

PO Box 1255

Bismarck, ND 58502-1255

Invoice Number: 69751

Date: March 08, 2024

Project Number: R001032-0200

Apple-McDowell Water Supply Diversion

For Professional Services Rendered Through: March 02, 2024

BCWRD Account No.: 905 - Capital Improvements

See attached Project Status Report and Invoice Description.

003 - Preliminary Design

Professional Services

	Hours	Rate	Amount
Engineer 11	1.00	238.00	\$238.00
Engineer 13	18.00	259.00	\$4,662.00
Engineer 9	11.75	218.00	\$2,561.50
	30.75		\$7,461.50

003 - Preliminary Design Total: \$7,461.50

004 - Easement Acquisition

Professional Services

	Hours	Rate	Amount
Engineer 11	13.50	238.00	\$3,213.00
Engineer 13	9.75	259.00	\$2,525.25
	23.25		\$5,738.25

004 - Easement Acquisition Total: \$5,738.25

Invoice Total \$13,199.75

Outstanding Invoices

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



Project Status and Invoice Description

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

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

Billing Period: *February 4, 2024 through March 2, 2024*

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

- Conducting deeper research into reservoir history and prior evaluation reports, including historical water levels, stream gage data, and pumping simulations.
- Discussion of easement options considering landowner issues experienced and consultation with legal counsel regarding next steps.
- Easement considerations of appraisal estimates and meetings to discuss.
- Revisions to offer letters for presentation to landowners for consideration.

Comments:

- BCWRD has elected to hold off on submitting a OHF grant application until easements are secured, or agreements are in hand for easements.
- Zeller easement has been signed – payment has been made and document recorded, other easements pending and/or still in negotiation.
- Kolbo's and Hanson's refusal to sign easement has raised the question regarding action to acquire.
- The new landowner who purchased Bernice Steinke property (Hanson) required additional investigation to determine ownership and track down contact information. Easement negotiations started over with new landowner.

See accompanying invoice and cost summary for personnel cost breakdown.

Phase (003) Preliminary Design	\$ 7,461.50
Phase (004) Easement Acquisition	\$ 5,738.25
Total Invoice:	\$13,199.75

INVOICE


Remit to:

1401 21st Ave N, Fargo, ND 58102

Phone: 701.237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Burleigh County Water Resource District

PO Box 1255

Bismarck, ND 58502-1255

Invoice Number: 70570

Date: April 30, 2024

Project Number: R001032-0200

Apple-McDowell Water Supply Diversion
For Professional Services Rendered Through: April 27, 2024

BCWRD Account No.: 905 - Capital Improvements

See attached Project Status Report and Invoice Description.

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

	Hours	Rate	Amount
Engineer 11	2.00	238.00	\$476.00
	2.00		\$476.00

002 - ND Dept of Water Resources - Cost Share Total:
\$476.00
003 - Preliminary Design
Professional Services

	Hours	Rate	Amount
Engineer 5	1.50	176.00	\$264.00
Technician 8	5.50	175.00	\$962.50
	7.00		\$1,226.50

003 - Preliminary Design Total:
\$1,226.50
004 - Easement Acquisition
Professional Services

	Hours	Rate	Amount
Engineer 11	24.00	238.00	\$5,712.00
Engineer 13	1.50	259.00	\$388.50
	25.50		\$6,100.50

004 - Easement Acquisition Total:
\$6,100.50
Invoice Total
\$7,803.00



Project Status and Invoice Description

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

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

Billing Period: *March 31, 2024 through April 27, 2024*

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

- Discussion of easement options considering landowner issues experienced and consultation with legal counsel regarding next steps.
- Reviewing and evaluating easement alternatives and options.
- Easement considerations of appraisal estimates and meetings to discuss.
- Revisions to offer letters for presentation to landowners for consideration.
- Contact and meeting with landowner and easement negotiations.
- Revisions to plans showing route alternative per landowner request.
- Consideration, estimating and discussion of tree removal option.
- Completed and submitted NDDWR cost share planning form.

Comments:

- BCWRD has elected to hold off on submitting a OHF grant application until easements are secured, or agreements are in hand for easements.
- Zeller easement has been signed – payment has been made and document recorded, other easements pending and/or still in negotiation.
- Kolbo's and Hanson's refusal to sign easement has raised the question regarding action to acquire.
- The new landowner who purchased Bernice Steinke property (Hanson) required additional investigation to determine ownership and track down contact information. Easement negotiations started over with new landowner.

See accompanying invoice and cost summary for personnel cost breakdown.

Phase (002) ND Dept of Water Resources – Cost Share	\$ 476.00
Phase (003) Preliminary Design	\$ 1,226.50
Phase (004) Easement Acquisition	\$ 6,100.50
Total Invoice:	\$ 7,803.00

INVOICE

**Remit to:**

1401 21st Ave N, Fargo, ND 58102

Phone: 701.237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Burleigh County Water Resource District

PO Box 1255

Bismarck, ND 58502-1255

Invoice Number: 71137

Date: June 06, 2024

Project Number: R001032-0200

Apple-McDowell Water Supply Diversion**For Professional Services Rendered Through: May 27, 2024**

BCWRD Account No.: 905 - Capital Improvements

See attached Project Status Report and Invoice Description.

003 - Preliminary Design**Professional Services**

	Hours	Rate	Amount
Engineer 11	1.50	238.00	\$357.00
Technician 8	2.25	175.00	\$393.75
	3.75		\$750.75

003 - Preliminary Design Total:**\$750.75****004 - Easement Acquisition****Professional Services**

	Hours	Rate	Amount
Engineer 11	15.50	238.00	\$3,689.00
Engineer 13	4.75	259.00	\$1,230.25
Engineer 5	3.75	176.00	\$660.00
Land Surveyor 4	2.50	203.00	\$507.50
	26.50		\$6,086.75

004 - Easement Acquisition Total:**\$6,086.75****Invoice Total****\$6,837.50****Outstanding Invoices**

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



Project Status and Invoice Description

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

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

Billing Period: *April 28, 2024 through May 27, 2024*

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

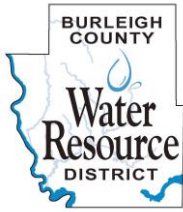
- Discussion of easement options, landowner concerns, and consultation with legal counsel regarding next steps.
- Continued reviewing and evaluating easement alternatives and options.
- Consultations during Board Executive Sessions
- Update easement Exhibits after manager and site meetings with landowners
- Reconsider project realignments and landowner offer letters
- Update easement Exhibits after manager meetings with landowners
- Revisions to plans showing route alternative per landowner request so current

Comments:

- Offer letters will be sent shortly, with timeline for responses.
- BCWRD has elected to hold off on submitting a OHF grant application until easements are secured, or agreements are in hand for easements.

See accompanying invoice and cost summary for personnel cost breakdown.

Phase (003) Preliminary Design	\$ 750.75
Phase (004) Easement Acquisition	\$ 6,086.75
Total Invoice:	\$ 6,837.50



Burleigh County Water Resource District

PO Box 1255

Bismarck, North Dakota 58502-1255

(701) 354-1501

www.bcwrld.org

July 7, 2025

VIA EMAIL

(Email to: dwrcostshare@nd.gov)

Julie Prescott

North Dakota Department of Water Resources

1200 Memorial Highway, Dept 770

Bismarck, ND 58504

**Subject: McDowell Dam Supplemental Water Supply
HEI Project No. 1032-0200**

Dear Julie:

The Burleigh County Water Resource District (BCWRD) is continuing in the process to secure pipeline easements to implement the long-planned diversion of waters from Apple Creek into the McDowell Dam reservoir. This has taken significantly more time than anticipated, however progress is being made. A cost share agreement was approved by the Department of Water Resources on March 21, 2022 in the amount of \$45,177.

Given the extended timeline associated with easement acquisition, final design and construction has been delayed significantly. Much of the preliminary design work has been focused on accommodating alignment revisions related to easement negotiations. To date, the BCWRD has incurred \$108,526.50 in expenses for eligible preliminary design and easement work. A summary of the previous cost share reimbursement requests and the invoices related to this request are attached. **REVISED** Cost Share Reimbursement request #4 is in the amount of \$5,369.40 with \$1,766.40 balance remaining.

Please advise if you require more information regarding this funding request.

Sincerely,

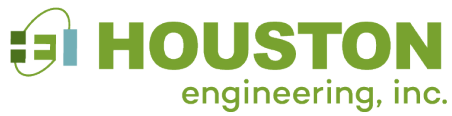
A handwritten signature in blue ink that reads "James Landenberger".

James Landenberger
Chairman

c: John Paczkowski, P.E., ND State Engineer (email)
Beth Nangare, North Dakota Department of Water Resources (email)
James Landenberger, Chairman, Burleigh County Water Resource District (email)
Michael Gunsch, Houston Engineering, Inc., Bismarck, ND (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



Project Status and Invoice Description

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

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

Billing Period: *May 28, 2024 through June 29, 2024*

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

- Discuss easement options, landowner concerns, and consultations with board manager and legal counsel regarding next steps.
- Continued reviewing and evaluating easement alternatives and options.
- Update Easement Exhibits based on negotiations

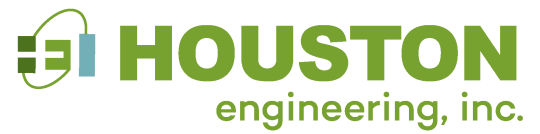
Comments:

- Final offer letters sent - timeline for responses – July 20, 2024
- BCWRD has elected to hold off on submitting a OHF grant application until easements are secured, or agreements are in hand for easements.

See accompanying invoice and cost summary for personnel cost breakdown.

<u>Phase (004) Easement Acquisition</u>	<u>\$ 1,988.50</u>
Total Invoice:	\$ 1,988.50

INVOICE



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

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

Invoice Number: 71604
Date: July 08, 2024
Project Number: R001032-0200

Apple-McDowell Water Supply Diversion

For Professional Services Rendered Through: June 29, 2024
BCWRD Account No.: 905 - Capital Improvements

See attached Project Status Report and Invoice Description.

004 - Easement Acquisition Professional Services

	Hours	Rate	Amount
Engineer 13	4.25	259.00	\$1,100.75
Land Surveyor 4	2.00	203.00	\$406.00
Project Assistant 2	.50	97.00	\$48.50
Technician 4	1.50	143.00	\$214.50
Technician 8	1.25	175.00	\$218.75
	9.50		\$1,988.50

004 - Easement Acquisition Total: \$1,988.50

Invoice Total \$1,988.50

Outstanding Invoices

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



Project Status and Invoice Description

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

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

Billing Period: *July 1, 2024 through August 2, 2024*

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

- Continued discussion regarding easement options, landowner concerns, and consultations with board manager and legal counsel.
- Reviewing and evaluating agreement options.
- Executive Session
- Update Easement Letter and Exhibits based on negotiations – mail to owners
- Cost share documentation to the NDDWR for reimbursement

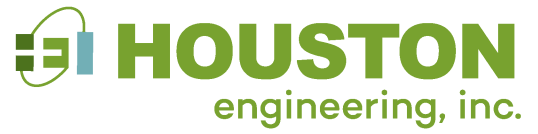
Comments:

- Additional offer letter sent – timeline provided for response
- Request for appraisal letter has been sent
- BCWRD has elected to hold off on submitting a OHF grant application until easements are secured, or agreements are in hand for easements.

See accompanying invoice and cost summary for personnel cost breakdown.

<u>Phase (002) ND Dept of Water Resources Cost Share</u>	\$ 647.50
<u>Phase (004) Easement Acquisition</u>	\$ 1,513.75
Total Invoice:	\$ 2,161.25

INVOICE



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

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

Invoice Number: 72161
Date: August 09, 2024
Project Number: R001032-0200

Apple-McDowell Water Supply Diversion

For Professional Services Rendered Through: August 03, 2024
BCWRD Account No.: 905 - Capital Improvements

See attached Project Status Report and Invoice Description.

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

	Hours	Rate	Amount
Engineer 13	2.50	259.00	\$647.50
	2.50		\$647.50

002 - ND Dept of Water Resources - Cost Share Total: \$647.50

004 - Easement Acquisition Professional Services

	Hours	Rate	Amount
Engineer 13	5.00	259.00	\$1,295.00
Technician 8	1.25	175.00	\$218.75
	6.25		\$1,513.75

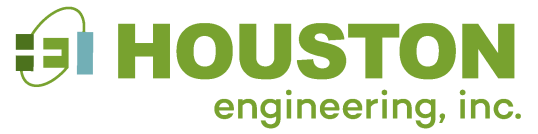
004 - Easement Acquisition Total: \$1,513.75

Invoice Total \$2,161.25

Outstanding Invoices

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

INVOICE



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

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

Invoice Number: 73077
Date: October 03, 2024
Project Number: R001032-0200

Apple-McDowell Water Supply Diversion

For Professional Services Rendered Through: September 28, 2024
BCWRD Account No.: 905 - Capital Improvements

See attached Project Status Report and Invoice Description.

004 - Easement Acquisition Professional Services

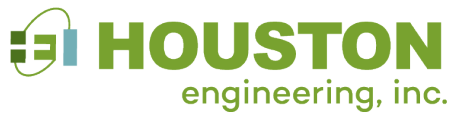
	Hours	Rate	Amount
Engineer 13	3.75	259.00	\$971.25
Land Surveyor 4	1.00	203.00	\$203.00
Project Assistant 2	.75	97.00	\$72.75
	5.50		\$1,247.00

004 - Easement Acquisition Total: \$1,247.00

Invoice Total \$1,247.00

Outstanding Invoices

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



Project Status and Invoice Description

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

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

Billing Period: *June 29, 2024 through September 28, 2024*

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

- Continued discussions regarding easement options, landowner concerns, and consultations with board manager and legal counsel.
- Coordinated with manager to prepare and send request for appraisal along with accompanying information of prior offers.

Comments:

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

See accompanying invoice and cost summary for personnel cost breakdown.

<u>Phase (004) Easement Acquisition</u>	<u>\$ 1,247.00</u>
Total Invoice:	\$ 1,247.00



Project Status and Invoice Description

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

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

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

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

Phase (004) Easement Acquisition

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

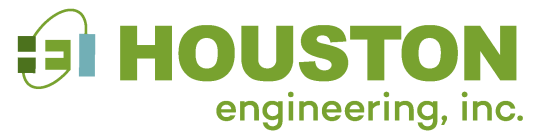
Comments:

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

See accompanying invoice and cost summary for personnel cost breakdown.

<u>Phase (004) Easement Acquisition</u>	\$	<u>953.75</u>
Total Invoice:	\$	953.75

INVOICE



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

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

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

Apple-McDowell Water Supply Diversion

For Professional Services Rendered Through: November 30, 2024
BCWRD Account No.: 905 - Capital Improvements

See attached Project Status Report and Invoice Description.

004 - Easement Acquisition

Professional Services

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

004 - Easement Acquisition Total: \$953.75

Invoice Total \$953.75

Outstanding Invoices

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

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

Billing Period: November 31, 2024 through May 24, 2025

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

Phase (003) Preliminary Design

- Re-evaluate available flows from Apple Creek, revised water supply memorandum
- Review of diagnostic tables with updated spreadsheet

Phase (004) Easement Acquisition

- Requested and received appraisals on three parcels
- Two Executive Sessions to discussion cost factors and offers discussed
- Prepared and sent offer letters created for each parcel owner, with appraisal included.
- Included information in the letter regarding the facility and project purpose.
- Landowners offer letters and appraisals sent certified, return receipt requested
- New landowner from property sale – called and they requested information and open to an offer letter, based on the prior owner’s information.
- Phone call to the remaining parcel owner, who is willing to consider with assurances relative to reclamation of trench and consideration of livestock on the property.
- Drafted new letters and updated documents to be resent with offers to these owners, which are anticipated now to be accepted.

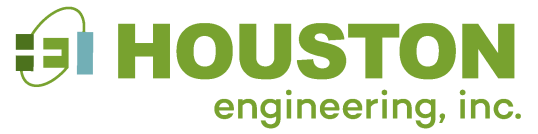
Comments:

- Easement process appears to be moving forward in a positive sense towards securing them based on current communications.
- Preliminary design work request for DWR cost share from this invoice, could be final until construction begins.

See accompanying invoice and cost summary for personnel cost breakdown.

Phase (003) Preliminary Design	\$ 737.75
Phase (004) Easement Acquisition	\$ 6,245.00
Total Invoice:	\$ 6,982.75

INVOICE



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

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

Invoice Number: 76496
Date: May 31, 2025
Project Number: R001032-0200

Apple-McDowell Water Supply Diversion

For Professional Services Rendered Through: May 24, 2025
BCWRD Account No.: 905 - Capital Improvements

See attached Project Status Report and Invoice Description.

003 - Preliminary Design Professional Services

	Hours	Rate	Amount
Engineer 9	3.25	227.00	\$737.75
	3.25		\$737.75

003 - Preliminary Design Total: \$737.75

004 - Easement Acquisition Professional Services

	Hours	Rate	Amount
Engineer 13	.75	259.00	\$194.25
Engineer 13	21.75	269.00	\$5,850.75
Project Assistant 2	.50	97.00	\$48.50
Project Assistant 2	1.50	101.00	\$151.50
	24.50		\$6,245.00

004 - Easement Acquisition Total: \$6,245.00

Invoice Total \$6,982.75

Outstanding Invoices

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

McDowell Dam Supplemental Water Supply

NDDWR Cost Share funding request

Date: 7/7/2025 Revised

Phase 003 - Preliminary Design Expenses

Reimbursement Request #1

<i>Invoice Number</i>	<i>Date</i>	<i>Amount</i>	<i>40% Value</i>
60750	8/5/2022	\$221.00	
61706	10/7/2022	\$1,067.50	
63550	2/3/2023	\$624.00	
64520	4/6/2023	\$12,849.50	
Total:		\$14,762.00	\$5,904.80

Reimbursement Request #2

<i>Invoice Number</i>	<i>Date</i>	<i>Amount</i>	
64974	5/5/2023	\$4,595.00	
65448	6/9/2023	\$967.50	
Total:		\$5,562.50	\$2,225.00

Reimbursement Request #3

<i>Invoice Number</i>	<i>Date</i>	<i>Amount</i>	<i>Easement Amount</i>	
66686	8/24/2023	\$547.75	\$19,346.75	
67492	10/6/2023	\$322.50	\$9,248.75	
67859	10/31/2023	\$1,698.00	\$6,073.00	
68414	12/5/2023	\$792.50	\$3,755.25	
68980	1/9/2024	\$2,503.75	\$58.75	
69344	2/8/2024	\$1,350.75	\$1,716.50	
69751	3/8/2024	\$7,461.50	\$5,738.25	
70570	4/30/2024	\$1,226.50	\$6,100.50	
71137	6/6/2024	\$750.75	\$6,086.75	
Total:		\$16,654.00	\$58,124.50	\$29,911.40

Highlighted amount was incorrect (Used task 004 instead of 003)

Reimbursement Request #4

<i>Invoice Number</i>	<i>Date</i>	<i>Predesign Amount</i>	<i>Easement Amount</i>	
71604	7/8/2024	\$0.00	\$1,988.50	
72161	8/9/2024	\$0.00	\$1,513.75	
73077	10/3/2024	\$0.00	\$1,247.00	
74088	12/6/2024	\$0.00	\$953.75	
76496	6/2/2025	\$737.75	\$6,982.75	
Total:		\$737.75	\$12,685.75	\$5,369.40

Total all Invoices: \$108,526.50 \$43,410.60

Total Authorized 3/21/2022

\$45,177.00

40% amount

Total incurred to date:

NDDWR 40% COST SHARE Request #1	\$5,904.80	\$14,762.00
NDDWR 40% COST SHARE Request #2	\$2,225.00	\$20,324.50
NDDWR 40% COST SHARE Request #3	\$29,911.40	\$95,103.00
NDDWR 40% COST SHARE Request #4	\$5,369.40	\$108,526.50
Balance	\$1,766.40	

Total Design Fee per Cost Share \$112,942.50

Balance Sheet

As of June 30, 2025

	Jun 30, 25
ASSETS	
Current Assets	
Checking/Savings	
10900 · Bravera Bank Center Checking	2,160,945.07
10950 · Designated Reserve Funds	700,408.15
10980 · Bravera Wealth Fund	2,434,246.15
Total Checking/Savings	5,295,599.37
Other Current Assets	
11010 · Taxes Receivable	249.88
Total Other Current Assets	249.88
Total Current Assets	5,295,849.25
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	12,125,870.72
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	40,697.79
Total Accounts Payable	40,697.79
Other Current Liabilities	
24001 · Accrued Payroll Taxes	833.05
Total Other Current Liabilities	833.05
Total Current Liabilities	41,530.84
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	2,090,053.34
Equity	
32000 · Retained Earnings	8,842,143.53
Net Income	1,193,673.85
Total Equity	10,035,817.38
TOTAL LIABILITIES & EQUITY	12,125,870.72

Burleigh County Water Resource District (BCWRD)
Designated Funds Breakdown
June 30, 2025

O&M Funds

Brookfield Estates	\$ 2,963.74	
Burnt Creek	\$ 92,674.80	
Country Creek	\$ 3,304.34	
Fox Island	\$ 34,593.90	
Hogue Island	\$ -	
Total O&M Funds		\$133,536.78

Special Assessment Districts

Apple Valley	\$ 26,362.85	
Fox Island	\$ 61,461.98	
Hogue Island	\$180,745.92	
MRCC	\$ (384.84)	
Total Special Assessment Funds		\$268,185.91

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

Total Designated Funds	<u><u>\$1,276,722.69</u></u> *
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*These funds are held in either the Designated Reserve fund or the Bravera Wealth Fund

Burleigh County Water Resource District (BCWRD)

Profit & Loss

January through June 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	928,779.96	928,779.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	928,779.96
36110 · Interest	90,656.01	90,656.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90,656.01
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	19,672.52	19,672.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,672.52
43810 · Reimbursements	424,494.67	10,000.00	11,829.10	49.70	59,997.71	46.27	106,315.59	209,724.18	0.00	26,532.12	0.00	424,494.67
46910 · Misc Revenue	1,097.00	1,097.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,097.00
Total Income	1,465,289.16	1,050,205.49	11,829.10	49.70	59,997.71	46.27	106,315.59	209,724.18	589.00	26,532.12	0.00	1,465,289.16
Gross Profit	1,465,289.16	1,050,205.49	11,829.10	49.70	59,997.71	46.27	106,315.59	209,724.18	589.00	26,532.12	0.00	1,465,289.16
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	14,150.00	14,150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,150.00
312 · Legal Fees	7,327.20	7,327.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,327.20
315 · Engineering Administration	8,584.50	8,584.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,584.50
328 · Liability Insurance	7,661.00	7,661.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,661.00
341 · Travel	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	3,604.91	3,604.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,604.91
415 · Bank Fees	1,636.69	1,636.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,636.69
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	112,649.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	112,649.24	0.00	0.00	112,649.24
905 · McDowell Dam-Capital Improvemen												
905-A · Fresh Water Intake	6,982.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,982.75	0.00	0.00	6,982.75
905 · McDowell Dam-Capital Improvemen - Other	14,351.75	7,202.75	0.00	0.00	0.00	0.00	0.00	0.00	7,149.00	0.00	0.00	14,351.75
Total 905 · McDowell Dam-Capital Improvemen	21,334.50	7,202.75	0.00	0.00	0.00	0.00	0.00	0.00	14,131.75	0.00	0.00	21,334.50
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	2,054.00	94.80	0.00	0.00	0.00	0.00	0.00	158.00	1,801.20	0.00	0.00	2,054.00
Total 910 · Projects	4,094.00	94.80	300.00	0.00	605.00	0.00	530.00	158.00	1,801.20	605.00	0.00	4,094.00
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	22,235.75	22,235.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22,235.75
933 · Missouri River General Services	5,190.25	5,190.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,190.25
934 · Missouri River Bank Stabilizati	6,725.25	6,725.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,725.25
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	8,673.90	2,528.15	0.00	0.00	6,145.75	0.00	0.00	0.00	0.00	0.00	0.00	8,673.90
960 · Drainage Complaints	6,336.80	6,336.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,336.80
970 · Storm Water Management Plans	885.45	885.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	885.45
Total Expense	271,615.31	108,875.61	1,800.00	0.00	10,000.75	0.00	8,470.00	7,812.76	128,582.19	3,542.50	2,531.50	271,615.31
Net Income	1,193,673.85	941,329.88	10,029.10	49.70	49,996.96	46.27	97,845.59	201,911.42	-127,993.19	22,989.62	-2,531.50	1,193,673.85

Burleigh County Water Resource District (BCWRD)

Profit & Loss Budget vs. Actual

January through June 2025

	Jan - Jun 25	Budget	\$ Over Budget	% of Budget
Income				
31110 · Real Estate Tax	928,779.96	1,014,000.00	-85,220.04	91.6%
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	90,656.01	50,000.00	40,656.01	181.3%
36210 · McDowell Dam Recreation Income	589.00	25,000.00	-24,411.00	2.4%
36215 · McDowell Dam Land Lease	0.00	3,200.00	-3,200.00	0.0%
43610 · State Aid Distribution	19,672.52	50,000.00	-30,327.48	39.3%
43810 · Reimbursements	424,494.67			
46910 · Misc Revenue	1,097.00	500.00	597.00	219.4%
Total Income	1,465,289.16	1,143,200.00	322,089.16	128.2%
Gross Profit	1,465,289.16	1,143,200.00	322,089.16	128.2%
Expense				
111 · Payroll Expenses				
111A · Wages/Stipends	12,159.00	30,000.00	-17,841.00	40.5%
111B · Payroll Taxes	1,012.84	3,000.00	-1,987.16	33.8%
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	41.3%
113 · Accounting & Contract Services	14,150.00	32,000.00	-17,850.00	44.2%
114 · Audit	0.00	10,000.00	-10,000.00	0.0%
312 · Legal Fees	7,327.20	24,000.00	-16,672.80	30.5%
315 · Engineering Administration	8,584.50	24,000.00	-15,415.50	35.8%
328 · Liability Insurance	7,661.00	6,000.00	1,661.00	127.7%
341 · Travel	80.27	2,000.00	-1,919.73	4.0%
376 · Dues & Publications	0.00	5,000.00	-5,000.00	0.0%
411 · Office Expense	3,604.91	3,000.00	604.91	120.2%
415 · Bank Fees	1,636.69			
50913 · Interest Expense	22,878.76			
904 · McDowell Dam	112,649.24	330,000.00	-217,350.76	34.1%
905 · McDowell Dam-Capital Improvemen				
905-A · Fresh Water Intake	6,982.75	100,000.00	-93,017.25	7.0%
905 · McDowell Dam-Capital Improvemen - Other	14,351.75	150,000.00	-135,648.25	9.6%
Total 905 · McDowell Dam-Capital Improvemen	21,334.50	250,000.00	-228,665.50	8.5%
910 · Projects				
Administration	2,040.00			
Legal Fees	2,054.00			
910 · Projects - Other	0.00	156,200.00	-156,200.00	0.0%
Total 910 · Projects	4,094.00	156,200.00	-152,106.00	2.6%
911 · Misc	0.00	1,000.00	-1,000.00	0.0%
920 · Continuing Education	1,010.00			
932 · City/County Watershed Planning	22,235.75			
933 · Missouri River General Services	5,190.25	20,000.00	-14,809.75	26.0%
934 · Missouri River Bank Stabilizati	6,725.25			
937 · Design/Special Assessment	2,935.00	200,000.00	-197,065.00	1.5%
940 · Operations & Maintenances	8,673.90	20,000.00	-11,326.10	43.4%
941 · Stream Gages	0.00	7,000.00	-7,000.00	0.0%
960 · Drainage Complaints	6,336.80	20,000.00	-13,663.20	31.7%
970 · Storm Water Management Plans	885.45			
Total Expense	271,615.31	1,143,200.00	-871,584.69	23.8%
Net Income	1,193,673.85	0.00	1,193,673.85	100.0%

SUMMARY OF INSURANCE FOR:

Burleigh County Water Resource District

**Wendy Egli, PO Box 1255
Bismarck, ND 58502-1255**



**1500 East Capitol Ave
Bismarck, ND 58501**

**Phone: (701) 223-2233
Fax: (833) 953-3998**

MEET YOUR SERVICE TEAM

PARTNER	SR COMMERCIAL ACCOUNT MANAGER	CLAIMS SPECIALIST
Jared Blackwood (701) 595-7770 jared@bainagency.com	Donna Breidenbach (701) 595-7777 donna@bainagency.com	Bernice Burger (701) 595-7779 bernice@bainagency.com



NAMED INSUREDS & LOCATIONS

NAMED INSUREDS

Burleigh County Water Resource District

LOCATIONS

LOCATION	ADDRESS
1	1951 93rd St NE, Bismarck ND 58502
2	1965 93rd St NE, Bismarck ND 58502

PROPERTY

CARRIER: NDIRF NORTH DAKOTA INSURANCE RESERVE

POLICY NUMBER:
FT-1914-06

POLICY PREMIUM:
\$2,427.00

POLICY TERM:
7/1/2025 – 7/1/2026

COVERAGE BY LOCATION

LOCATION 1, BUILDING 1: 3-SHELTERS WITH WOOD WALLS

COVERAGE	LIMIT	COINSURANCE	VALUATION	DEDUCTIBLE
Building	\$133,500	90%	Replacement Cost	\$1,000

LOCATION 1, BUILDING 2: RESTROOM

COVERAGE	LIMIT	COINSURANCE	VALUATION	DEDUCTIBLE
Building	\$239,600	90%	Replacement Cost	\$1,000

LOCATION 1, BUILDING 3: BATHHOUSE

COVERAGE	LIMIT	COINSURANCE	VALUATION	DEDUCTIBLE
Building	\$87,000	90%	Replacement Cost	\$1,000

LOCATION 1, BUILDING 4: MAINTENANCE/OFFICE

COVERAGE	LIMIT	COINSURANCE	VALUATION	DEDUCTIBLE
Building	\$158,700	90%	Replacement Cost	\$1,000

LOCATION 1, BUILDING 5: CARETAKER'S DWELLING

COVERAGE	LIMIT	COINSURANCE	VALUATION	DEDUCTIBLE
Building	\$271,000	90%	Replacement Cost	\$1,000

LOCATION 1, BUILDING 6: SUBMERSIBLE LIFT STATION

COVERAGE	LIMIT	COINSURANCE	VALUATION	DEDUCTIBLE
Outdoor Property	\$11,750	90%	Actual Cash Value	\$1,000

LOCATION 1, BUILDING 10: STORAGE BUILDING

COVERAGE	LIMIT	COINSURANCE	VALUATION	DEDUCTIBLE
Building	\$83,500	90%	Replacement Cost	\$1,000

LOCATION 1, BUILDING 11: CARETAKER'S GARAGE WITH CARPORT

COVERAGE	LIMIT	COINSURANCE	VALUATION	DEDUCTIBLE
----------	-------	-------------	-----------	------------

Building	\$92,900	90%	Replacement Cost	\$1,000
LOCATION 1, BUILDING 15: CONCESSION BUILDING				
COVERAGE	LIMIT	COINSURANCE	VALUATION	DEDUCTIBLE
Building	\$27,000	90%	Replacement Cost	\$1,000
LOCATION 1, BUILDING 16: PICNIC SHELTER				
COVERAGE	LIMIT	COINSURANCE	VALUATION	DEDUCTIBLE
Building	\$34,300	90%	Replacement Cost	\$1,000
LOCATION 1, BUILDING 17: STORAGE BUILDING				
COVERAGE	LIMIT	COINSURANCE	VALUATION	DEDUCTIBLE
Building	\$97,400	90%	Replacement Cost	\$1,000
LOCATION 1, BUILDING 18: PLAYGROUND EQUIPMENT				
COVERAGE	LIMIT	COINSURANCE	VALUATION	DEDUCTIBLE
Outdoor Property	\$52,970	90%	Actual Cash Value	\$1,000
LOCATION 1, BUILDING 20: AERO PICNIC SHELTER				
COVERAGE	LIMIT	COINSURANCE	VALUATION	DEDUCTIBLE
Building	\$56,600	90%	Replacement Cost	\$1,000
LOCATION 1, BUILDING 21: AERO STORAGE BUILDING				
COVERAGE	LIMIT	COINSURANCE	VALUATION	DEDUCTIBLE
Building	\$10,200	90%	Replacement Cost	\$1,000
LOCATION 2, BUILDING 19: STORAGE BUILDING				
COVERAGE	LIMIT	COINSURANCE	VALUATION	DEDUCTIBLE
Building	\$194,700	90%	Replacement Cost	\$1,000

GENERAL LIABILITY

CARRIER: NDIRF NORTH DAKOTA INSURANCE RESERVE

POLICY NUMBER:
GL-0003401-12

POLICY PREMIUM:
\$5,104.00

POLICY TERM:
7/1/2025 – 7/1/2026

COVERAGE DETAIL

DESCRIPTION	LIMIT
Personal Injury & Property Damage Liability	\$2,000,000
Medical Payments (Any One Person)	\$2,500
Governance Liability	\$2,000,000

ADDITIONAL INTERESTS

NAME	ADDRESS	CITY	STATE
ND State Water Commission	900 E Boulevard Ave #770	Bismarck	ND

BUSINESS AUTO

CARRIER: NDIRF NORTH DAKOTA INSURANCE RESERVE

POLICY NUMBER:
BA-0002495-02

POLICY PREMIUM:
\$130.00

POLICY TERM:
7/1/2025 – 7/1/2026

COVERAGE DETAIL

DESCRIPTION	LIMIT	SYMBOL
Auto Liability	\$2,000,000	(1)(7)
Personal Injury Protection	\$30,000	(2)
Un/Underinsured Motorists	\$100,000	(3)
Hired & Non-owned Auto Liability	Included	-

COVERED AUTO SYMBOLS

(1) Any Auto	(4) Owned Autos Other Than Private Passenger	(7) Autos Specified on Schedule
(2) All Owned Auto	(5) All Owned Autos Which Require No-Fault Coverage	(8) Hired Autos
(3) Owned Private Passenger Autos	(6) Owned Autos Subject to Compulsory U.M. Law	(9) Non-Owned Autos

VEHICLE SCHEDULE

#	YEAR	MAKE & MODEL	VIN #	REG STATE	LIAB	COMP DED	COLL DED
1	1986	Chevrolet Pickup	38509	ND	X		

DRIVER SCHEDULE

#	DRIVER NAME	DOB	LICENSE #	STATE LICENSED
1	Seth Michael Johnson	08/07/1996	JOH-96-9801	ND
2	David Harold Robinson	10/27/1970	ROB-70-2615	ND

PREMIUM SUMMARY

LINE OF BUSINESS		COMPANY	EXPIRING	PROPOSED
General Liability		North Dakota Insurance Reserve Fund	\$5,104.00	\$5,104.00
Property		North Dakota Insurance Reserve Fund	\$2,427.00	\$2,427.00
Business Auto		North Dakota Insurance Reserve Fund	\$131.00	\$130.00
TOTAL PREMIUM			\$7,772.00	\$7,661.00

DISCLAIMER

This summary contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document.



COMMERCIAL BUILDING AND PERSONAL PROPERTY SCHEDULED INSURANCE COVERAGE DECLARATION A

North Dakota State Fire and Tornado Fund
PO Box 2258
Bismarck, ND 58502
701-224-1988 or Toll Free: 800-421-1988

Memorandum Number	Coverage Period	
	From	To
FT-1914-06	7/1/2025	7/1/2026
Agent 2232233 .10000		
BAIN AGENCY INC-BISMARCK 1500 E CAPITOL AVENUE BISMARCK, ND 58501 (701) 223-2233		

Named Member
BURLEIGH CO WATER RESOURCE DISTRICT
WENDY EGLI
PO BOX 1255
BISMARCK, ND 58502

The Schedule of Property (FORM FT 50 01) containing a description of each location and the specific limit that applies to each type of property at each location is attached and a part of the Declarations. The deductible listed is per occurrence.

Coinurance: **90%** Type of Coverage: ☒ Special Form ☐ Equipment Breakdown
Mortgagee/Loss Payee: N/A

Building Property (BP) - Refer to Schedule Of Property for limit per location.
Business Personal Property (PP) - Refer to Schedule Of Property for limit per location.
Blanket Limit of Coverage - Refer to Blanket Statement of Values and CP 12 32 06 07 SEE FORM FT 90 01 BLANKET (07/22)
Outdoor Property (OP) - Refer to Schedule Of Property for limit per location.
Trailer Property (TP) - Refer to Schedule Of Property for limit per location.

SPECIAL LIMITS - SEE POLICY:

Debris Removal Expense	\$10,000	Form FT CP 07 01 21 - Page 4 and 5 of 18
Electronic Data	\$2,500	Form FT CP 07 01 21 - Page 6 of 18
Pollutant Cleanup and Removal	\$20,000	Form FT CP 07 01 21 - Page 5 and 6 of 18
Personal Property of Others	\$5,000	Form FT CP 07 01 21 - Page 8 of 18
Personal Property of Students	\$500	Form FT CP 07 01 21 - Page 8 of 18
Valuable Papers and Records	\$25,000	Form FT CP 07 01 21 - Page 8 and 9 of 18
Sewer Backup	\$10,000	Form FT SF 07 01 18 - Page 2 of 9
Money and Securities	\$5,000	Form FT CP 07 01 21 - Page 6 and 7 of 18
Ordinance or Law - Demolition	\$250,000	Form FT OL 07 01 12 - Page 1 of 2
Ordinance or Law - Increased Cost of construction	\$250,000	Form FT OL 07 01 12 - Page 1 of 2
Additional Ordinance or Law - Demolition	\$500,000	Form FT OL 07 01 12 - Page 1 of 2
Additional Ordinance or Law - Increased Cost of Construction	\$500,000	(\$250,000 limit included)
Extra Expense	\$250,000	Form FT EE 07 01 14
Additional Extra Expense	\$500,000	Form FT EE 07 01 14

Property Premium: \$2,427
Equipment Breakdown Premium: N/A

TOTAL Premium Due: \$2,427

OTHER FORMS APPLICABLE TO THIS POLICY:

IL 00 17 11 98	CP 00 90 07 88	FT CP 07 01 21	FT SF 07 01 18	FT OL 07 01 12
FT EE 07 01 14	CP 01 14 08 17	IL 02 34 09 17	IL 01 65 09 08	IL 00 03 09 08
FT ALL 07 01 18	* Terrorism Risk Insurance Act (TRIA) Form		FT TE 07 01 12	FT TW 07 01 20

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

Authorized Representative

ND STATE FIRE AND TORNADO FUND

Named Member BURLEIGH CO WATER RESOURCE DISTRICT
Memorandum Number FT-1914-06
Effective Date 7/1/2025 to 7/1/2026

BLANKET STATEMENT OF VALUES

Co-insurance does not apply to the items on this statement of values.

The blanket limit of insurance applies only to the items listed on this statement of values. The margin clause is 125%. Refer to CP 12 32 06 07.

PROP #	PROPERTY NAME AND LOCATION	DATE APPRAISED (Date Removed)	Stories	Area	Year Built	Policyholder Prop #	Sprklrs	Prop Type	Loss Payee or Debris Removal	Valuation	Deductible	Limit	Premium
1	3-Shelters with Wood Walls 1951 93rd St NE <i>*For price each divide limit by 3</i>	7/13/2023	1	2,268	1978	McDowell	No						
								BP		RC	\$1,000	\$133,500	\$209
2	Restroom 1951 93rd St NE	7/13/2023	1	1,040	1978	McDowell	No						
								BP		RC	\$1,000	\$239,600	\$375
3	Bathhouse 1951 93rd St NE	7/13/2023	1	352	1978	McDowell	No						
								BP		RC	\$1,000	\$87,000	\$136
4	Maintenance/Office 1951 93rd St NE	7/13/2023	1	1,124	1978	McDowell	No						
								BP		RC	\$1,000	\$158,700	\$248
5	Caretaker's Dwelling 1951 93rd St NE	7/13/2023	1	1,008	1978	McDowell	No						
								BP		RC	\$1,000	\$271,000	\$424
10	Storage Building 1951 93rd St NE	7/13/2023	1	864	1980	McDowell	No						
								BP		RC	\$1,000	\$83,500	\$131
11	Caretaker's Garage with Carport 1951 93rd St NE	7/13/2023	1	988	1984	McDowell	No						
								BP		RC	\$1,000	\$92,900	\$145

BLANKET STATEMENT OF VALUES

Co-insurance does not apply to the items on this statement of values.

The blanket limit of insurance applies only to the items listed on this statement of values. The margin clause is 125%. Refer to CP 12 32 06 07.

PROP #	PROPERTY NAME AND LOCATION	DATE APPRAISED (Date Removed)	Stories	Area	Year Built	Policyholder Prop #	Sprklrs	Prop Type	Loss Payee or Debris Removal	Valuation	Deductible	Limit	Premium
15	<i>Concession Building</i> 1951 93rd St NE	7/13/2023	1	280	1992	McDowell	No						
								BP		RC	\$1,000	\$27,000	\$42
16	<i>Picnic Shelter</i> 1951 93rd St NE	7/13/2023	1	756	1978	McDowell	No						
								BP		RC	\$1,000	\$34,300	\$54
17	<i>Storage Building</i> 1951 93rd St NE	7/13/2023	1	1,008	2004	McDowell	No						
								BP		RC	\$1,000	\$97,400	\$152
19	<i>Storage Building</i> 1965 93rd St NE	7/13/2023	1	2,016	2013	McDowell	No						
								BP		RC	\$1,000	\$194,700	\$305
20	<i>Aero Picnic Shelter</i> 1951 93rd St NE	7/13/2023	1	960	2014	McDowell	No						
								BP		RC	\$1,000	\$56,600	\$89
21	<i>Aero Storage Building</i> 1951 93rd St NE	7/13/2023	1	120	2006	McDowell	No						
								BP		RC	\$1,000	\$10,200	\$16
TOTALS BY PROPERTY TYPE: BP:												\$1,486,400	\$2,326
PP:												N/A	N/A
Debris Removal:													\$
BLANKET LIMIT:												1,486,400	\$2,326

To the best of my knowledge and belief all values submitted are correct and true.

SIGNED: _____ TITLE: _____ DATE: _____

ND STATE FIRE AND TORNADO FUND

Named Member	BURLEIGH CO WATER RESOURCE DISTRICT
Memorandum Number	FT-1914-06
Effective Date	7/1/2025 to 7/1/2026

PROPERTY SCHEDULE													
CO INSURANCE: 90%													
PROP #	PROPERTY NAME AND LOCATION	DATE APPRAISED (Date Removed)	Stories	Area	Year Built	Policyholder Prop #	Sprklrs	Prop Type	Loss Payee or Debris Removal	Valuation	Deductible	Limit	Premium
6	Submersible Lift Station 1951 93rd St NE	7/1/2019				McDowell	No						
								OP		ACV	\$1,000	\$11,750	\$18
18	Playground Equipment 1951 93rd St NE	7/1/2019				McDowell	No						
								OP		ACV	\$1,000	\$52,970	\$83
TOTALS BY PROPERTY TYPE: BP:												N/A	N/A
PP:												N/A	N/A
OP:												\$64,720	\$101
TP:												N/A	N/A
Equipment Breakdown:													
Premium Adjustments:													
GRAND TOTAL:												64,720	\$101

ND STATE FIRE AND TORNADO FUND

Named Member BURLEIGH CO WATER RESOURCE DISTRICT
Memorandum Number FT-1914-06
Effective Date 7/1/2025 to 7/1/2026

PROPERTY SCHEDULE SUMMARY		
TOTALS BY PROPERTY TYPE	LIMIT	PREMIUM
Blanket BP:	\$1,486,400	\$2,326
Blanket PP:	N/A	N/A
Scheduled BP:	N/A	N/A
Scheduled PP:	N/A	N/A
Scheduled OP:	\$64,720	\$101
Scheduled TP:	N/A	N/A
Equipment Breakdown:		
Premium Adjustments:		
TOTAL BLANKET LIMIT:	\$1,486,400	
TOTAL SCHEDULED LIMIT:	\$64,720	
GRAND TOTAL:	\$1,551,120	\$2,427



NORTH DAKOTA INSURANCE RESERVE FUND

PO BOX 2258
Bismarck, ND 58502

	Memorandum Number	Coverage Period	
		From	To
	GL-0003401-12	7/1/2025	7/1/2026
Named Member	Agent 2232233 .12500		
BURLEIGH COUNTY WATER RESOURCE DISTRICT WENDY EGLI PO BOX 1255 BISMARCK, ND 58502	BAIN AGENCY INC-BISMARCK 1500 E CAPITOL AVENUE BISMARCK, ND 58501 Telephone: (701) 223-2233		

MEMORANDUM OF COVERAGE LIABILITY COVERAGE DECLARATIONS

The Named Member is a member of the North Dakota Insurance Reserve Fund (NDIRF) with all rights and responsibilities set forth in the by-laws.

Coverage does not apply to loss under a coverage part which occurs prior to the Retroactive Date, if any, shown below. Coverage is provided only for those coverage parts indicated by a contribution in the contribution section below.

This Memorandum of Coverage does not constitute an insurance policy or insurance contract within the meaning of Chapter 32-12.1 of the North Dakota Century Code. The limit of liability afforded to the Named Member under this Memorandum is that specified by Chapter 32-12.1-03(2) of the North Dakota Century Code, for any number of claims arising from any single "occurrence" regardless of the number of political subdivisions, or employees of such political subdivisions, which are involved in that "occurrence". A political subdivision may not be held liable, or be ordered to indemnify an employee held liable, for punitive or exemplary damages. The limit of coverage shown below applies in the event of a judicial determination that the statutory limit of liability is not applicable to a specific "occurrence". The NDIRF is a self-insurance pool within the meaning of Chapter 26.1-23.1-02 of the North Dakota Century Code. Membership in the NDIRF does not constitute any form of waiver, modification, or limitation of your right to any immunity or limitation of liability that is available with respect to a particular claim or "suit".

COVERAGES	RETROACTIVE DATE	LIMIT OF LIABILITY PER OCCURRENCE	CONTRIBUTION
A) Personal Injury and Property Damage Liability		\$2,000,000	\$4,823
B) Medical Payments	Not Applicable	\$2,500	Included
C) Governance Liability		\$2,000,000	\$281
		CONTRIBUTION	\$ 5,104

Forms and Endorsements contained in this Memorandum of Coverage at inception:

GL 10 01 (07/22)	GL 20 01 (01/07)	GL 20 02 (01/12)	GL 20 30 (08/22)	IL 80 01 (07/22)
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Authorized Representative



Named Member
Memorandum Number
Effective Date

BURLEIGH COUNTY WATER RESOURCE DISTRICT
GL-0003401-12
7/1/2025 to 7/1/2026

HIRED AND NON-OWNED AUTO LIABILITY ENDORSEMENT

This endorsement modifies the coverage provided under COVERAGE A - "PERSONAL INJURY" AND "PROPERTY DAMAGE".

I. COVERAGE

A. "HIRED AUTO" LIABILITY

The coverage provided under Coverage A applies to "personal injury" or "property damage" arising out of the maintenance or use of a "hired auto" in the course of your business.

B. "NON-OWNED AUTO" LIABILITY

The coverage provided under Coverage A applies to "personal injury" or "property damage" arising out of the maintenance or use of any "non-owned auto" in your business.

II. WHO IS A "COVERED PARTY" is replaced by the following for coverage provided under this endorsement.

A. As respects "hired auto" liability;

1. You; and
2. Any other permissive user of a "hired auto".

B. As respects "non-owned auto" liability, you are the only "covered party".

III. EXCLUSIONS

For coverage provided under this endorsement exclusions other than A., G., W., X., and Y. are deleted and replaced by the following:

Liability assumed under any contract or agreement.

IV. ADDITIONAL DEFINITIONS

A. The definition of "personal injury" is replaced by the following for coverage provided under this endorsement:

"Personal injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.

B. "Hired auto" means any "auto" you lease, hire or borrow. This does not include any "auto" you lease, hire or borrow from any of your employees or members of their households, or from any of your appointed or elected officials.

C. "Non-owned auto" means any "auto" you do not own, lease, hire, or borrow which is used in connection with your business.



Named Member BURLEIGH COUNTY WATER RESOURCE DISTRICT
Memorandum Number GL-0003401-12
Effective Date 7/1/2025 to 7/1/2026

SCHEDULE OF COVERED PROFESSIONAL SERVICES

Coverage is provided only for those professional services, furnished by a "Covered Party," indicated by an "X" below.

If coverage is required for additional professional services, contact your agent listed in the declarations.

- ☒ Attorneys
- ☒ Coroners
- ☒ Emergency Medical Technicians
- ☒ Engineers
- ☒ Firefighters
- ☒ Judges
- ☒ Law Enforcement Officers
- ☒ Nurses (CRNA, FNP, RN, LPN)
- ☒ Paramedics
- ☐ Physicians
- ☒ Physicians - Acting as volunteers in accordance with North Dakota Century Code Chapter 23-27-04.1.
- ☒ Physicians - Acting in accordance with duties under North Dakota Century Code Chapter 23-35-12 Local Health Officers.
- ☒ Psychologists
- ☒ Sanitarians
- ☒ Social Workers
- ☒ Surveyors
- ☒ Therapists (OT, PT, RT, & RC)
- ☒ Teachers



NORTH DAKOTA INSURANCE RESERVE FUND

PO BOX 2258
Bismarck, ND 58502

Named Member	Agent 2232233
BURLEIGH COUNTY WATER RESOURCE DISTRICT WENDY EGLI PO BOX 1255 BISMARCK, ND 58502	BAIN AGENCY INC-BISMARCK 1500 E CAPITOL AVENUE BISMARCK, ND 58501 Telephone: (701) 223-2233

CONFIRMATION OF COVERAGE

This confirmation of coverage is issued as a matter of information only and confers no rights upon the confirmation of coverage holder.

This confirmation of coverage does not amend, extend, or alter the coverage afforded the named member.

This is to certify that the memorandum of coverage listed below has been issued to the named member shown above. If any memorandum of coverage listed below is cancelled during the coverage period, the North Dakota Insurance Reserve Fund will provide the confirmation of coverage holder a thirty (30) day notice of cancellation.

Memorandum Number	Coverage Period	Limit of Liability
GL-0003401-12	7/1/2025 to 7/1/2026	2,000,000

Coverage

Premises / Operations

Descriptions of operations, locations, autos, or special items:

Confirmation of Coverage Holder

ND STATE WATER COMMISSION
900 E BOULEVARD AVE #770
BISMARCK, ND 58505

Authorized Signature

Issue Date

7/1/2025



NORTH DAKOTA INSURANCE RESERVE FUND

PO BOX 2258
Bismarck, ND 58502

	Memorandum Number	Coverage Period	
		From	To
	BA-0002495-02	7/1/2025	7/1/2026
Named Member	Agent 2232233 .12500		
BURLEIGH COUNTY WATER RESOURCE DISTRICT WENDY EGLI PO BOX 1255 BISMARCK, ND 58502	BAIN AGENCY INC-BISMARCK 1500 E CAPITOL AVENUE BISMARCK, ND 58501 Telephone: (701) 223-2233		

MEMORANDUM OF COVERAGE AUTOMOBILE COVERAGE DECLARATIONS

The Named Member is a member of the North Dakota Insurance Reserve Fund (NDIRF) with all rights and responsibilities set forth in the by-laws.

This Memorandum of Coverage provides only the coverage indicated by a contribution. Coverage applies to only those autos shown as covered auto(s).

This Memorandum of Coverage does not constitute an insurance policy or insurance contract within the meaning of Chapter 32-12.1 of the North Dakota Century Code. The limit of liability afforded to the Named Member under this Memorandum is that specified by Chapter 32-12.1-03(2) of the North Dakota Century Code, for any number of claims arising from any single "occurrence" regardless of the number of political subdivisions, or employees of such political subdivisions, which are involved in that "occurrence". A political subdivision may not be held liable, or be ordered to indemnify an employee held liable, for punitive or exemplary damages. The limit of coverage shown below applies in the event of a judicial determination that the statutory limit of liability is not applicable to a specific "occurrence". The NDIRF is a self-insurance pool within the meaning of Chapter 26.1-23.1-02 of the North Dakota Century Code. Membership in the NDIRF does not constitute any form of waiver, modification, or limitation of your right to any immunity or limitation of liability that is available with respect to a particular claim or "suit".

COVERAGES	Covered Auto(s) Section 1 symbol(s) that apply to each coverage	LIMIT OF COVERAGE The most we will pay for any one accident or loss	CONTRIBUTION
LIABILITY COVERAGE	1 7	\$2,000,000 PER ACCIDENT	\$110
PERSONAL INJURY PROTECTION COVERAGE	2	SEE SECTION VI.F.	\$5
UNINSURED/UNDERINSURED MOTORISTS COVERAGE	3	\$100,000 PER PERSON / \$300,000 PER OCCURRENCE	\$15
PHYSICAL DAMAGE: COMPREHENSIVE COVERAGE	4	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS THE DEDUCTIBLE SHOWN FOR THE COVERED AUTO IN THE SCHEDULE OF COVERED AUTOS	Not Covered
PHYSICAL DAMAGE: SPECIFIED CAUSES OF LOSS COVERAGE	4	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$25 DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM	Not Covered
PHYSICAL DAMAGE: COLLISION COVERAGE	4	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS THE DEDUCTIBLE SHOWN FOR THE COVERED AUTO IN THE SCHEDULE OF COVERED AUTOS	Not Covered
CONTRIBUTION			\$ 130

Forms and Endorsements contained in this Memorandum of Coverage at inception:

BA 10 01 (07/22)	BA 50 01 (01/91)	IL 80 01 (07/22)
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Authorized Representative



Named Member BURLEIGH COUNTY WATER RESOURCE DISTRICT
Memorandum Number BA-0002495-02
Effective Date 7/1/2025 to 7/1/2026

SCHEDULE OF COVERED AUTOMOBILES

LIMITS: LIABILITY - \$2,000,000

PIP - \$30,000

UIM - \$100,000/\$300,000

UNIT#	YEAR	MAKE/MODEL	VIN	LIABILITY COST	PIP COST	UM/UIM COST	COMPREHENSIVE DEDUCTIBLE	COST	SPECIFIED PERILS	COLLISION DEDUCTIBLE	COST	AUTO TOTAL
1	1986	CHEV D30 PICKUP	38509	94	5	15						114
Totals:				94	5	15						114
ADDITIONAL COVERED PARTY												
INCREASED LIABILITY LIMITS												
HIRED AUTO												8
NON-OWNED AUTO												8
TOTAL												130

MEMBER: BURLEIGH COUNTY WATER RESOURCE DISTRICT
MEMORANDUM #: BA-0002495-02
Effective Date: 7/1/2025 **Expiration Date:** 7/1/2026

YEAR	MAKE	VEHICLE ID NO
1986	CHEV D30 PICKUP	38509

- In Case of Accident:
1. Obtain the following information:
 - a. Names and addresses of drivers and occupants of other cars.
 - b. Names and addresses of injured.
 - c. Names and addresses of witnesses.
 2. Make no comment or statement regarding the accident except to police or a representative of this company. You may be entirely blameless; witnesses will help prove it.
 3. Report the accident to your agent.

AGENT **PHONE #** (701) 223-2233
BAIN AGENCY INC-BISMARCK
1500 E CAPITOL AVENUE
BISMARCK, ND 58501

MEMBER:
MEMORANDUM #:
Effective Date: **Expiration Date:**

YEAR	MAKE	VEHICLE ID NO
------	------	---------------

- In Case of Accident:
1. Obtain the following information:
 - a. Names and addresses of drivers and occupants of other cars.
 - b. Names and addresses of injured.
 - c. Names and addresses of witnesses.
 2. Make no comment or statement regarding the accident except to police or a representative of this company. You may be entirely blameless; witnesses will help prove it.
 3. Report the accident to your agent.

AGENT **PHONE #** () -



Burleigh County Water Resource District

PO Box 1255

Bismarck, North Dakota 58502-1255

(701) 354-1501

www.bcwrdd.org

June 24, 2025

VIA FIRST-CLASS MAIL

*Chase Dewitz
3721 30th Ave SE
Steele, ND 58482*

Sent via email 6/24/2025: dewitz_7@hotmail.com

RE: APPLICATION TO INSTALL A SUBSURFACE WATER MANAGEMENT SYSTEM

This letter is to inform you regarding the Burleigh County Water Resource District's (District) completeness review regarding your APPLICATION TO INSTALL A SUBSURFACE WATER MANAGEMENT SYSTEM. Under the Application, Applicant seeks to install the following:

***Subsurface drain tile system to tile 188 acres on the SW 1/4 and NW 1/4 of
Section 33, Township 140N, Range 76W in Burleigh County.***

According to the County tax roll information you supplied as the "Applicant", the property is owned by Norval W. Pidarson. Current Burleigh County Tax Parcel information lists the owner of this property as being owned by Annette Rude. Regarding downstream properties, they are owned by Randall Pegors/Pegors Family Trust. The tax records do not indicate if the County/Township owns any roadway right-of-way, or if they rely on statutory 33-foot easement. In either case, the County/Township road is an effected property interest, considering existing culverts will now pass flows from the drain tile system.

The District considers this application incomplete due to the following that need to be revised, or additional information provided:

- 1. The land ownership differs from the applicant for the drain tile permit. To determine if the application is complete, we need you to confirm that you as the applicant are the actual owner or are you acting as the agent for the owner. Please provide proof of ownership or documentation that you have permission and/or authority to perform drain tile installation on the referenced property. Please provide explanation of the ownership arrangement in the space provided at the bottom of Page 1 of the application form or attach separate sheets.***
- 2. The point of discharge for the outlet appears to discharge into an existing Pond, Slough or Lake and not a natural watercourse, therefore that outlet discharge box selection would also apply, in addition to being a natural watercourse in dry years when there is not standing water. Please verify, as the instructions state to mark all that apply.***
- 3. Please provide information and address for the downstream roadway authority.***

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**

Chase Dewitz

APPLICATION TO INSTALL A SUBSURFACE WATER MANAGEMENT SYSTEM

Page 2

Subsequently, the application is deemed incomplete until the information on these three items is provided. If you have any questions please contact Travis Johnson, with Houston Engineering at 701.751.6287 or travis.johnson@houstoneng.com.

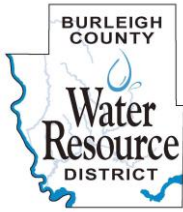
Once the application is corrected the District will consider their next step in processing this request. Their next Board meeting is July 16, 2025.

Sincerely,



James Landenberger, Chairman

C: BCWRD Managers – Agenda Book
David Bliss, Bliss Law - Email
Michael Gunsch, Houston Engineering - Email



Burleigh County Water Resource District

PO Box 1255

Bismarck, North Dakota 58502-1255

(701) 354-1501

www.bcwrdd.org

July 16, 2025

John and Alice Homelvig
8800 Island Road
Bismarck, ND 58503-9201

**Re: Hogue Island Bank Stabilization
Construction Inquiry, Parcel No. 23-140-81-50-10-050**

Dear Mr. and Mrs. Homelvig

This letter is in response to your inquiry regarding the rock placement on your property associated with the Hogue Island Special Assessment District. We sent our engineer to the site to review current conditions to determine if anything has changed since construction was completed. It is our understanding he visited with you on site at the time of his review. Generally, the site was unchanged since construction was completed. Subsequently, in reviewing our records and discussions with our engineer we noted the following:

1. Prior to final design you expressed concerns regarding the potential high cost to rehabilitate your bank line and inquired as to how those costs could be lowered. In response to your direction our engineer adjusted the rock placement on the plans to reduce your assessment. Therefore, the final rock placement and construction were completed as negotiated with you. Travis Johnson, Construction Manager, verified that the placement of rock on the upper bank was removed from the project, as part of the negotiation process to lower your assessment. The most important portion of the revetement rehabilitation was located below the waterline, where the project placed considerable reinforcement materials. The placement noted above is specifically illustrated on the construction plans, a clip of the design sheet illustrating your lot is attached. The lower slope area appears stable and unchanged from the construction placement, understand there is always some initial movement.
2. As for the quality of workmanship, or the lack of rocks on the upper bank, there are two items. First, these rocks were not placed as negotiated to reduce your assessment and this is not part of the project. Other lots that had upper rock placed had higher assessments for the materials as placed. In several instances landowners requested additional rock on the upper bank during construction, which in turn increased their individual assessments. All contract work was completed in accordance with the project specifications so there is no quality issue. This contractor has completed work for the BCWRD before, and his work is typically above our standards. Second, as for washing out the upper bank, this area is in a similar condition as it was at the time when construction was completed.

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

John and Alice Homelvig
Hogue Island Bank Stabilization
Construction Inquiry, Parcel No. 23-140-81-50-10-050
Page -2-

3. It was noted during our inspection that the foundation pad for the sprinkler system connection on the bank appears to have shifted, however, this is not a project related feature. This shift was compared to preconstruction photos and there does not appear to be significant changes, as no materials were placed in this area. The effect of river flows and impacts to this feature are also not project related. We have included three photos of this location to document the conditions.
4. The Special Assessment District was established without an operation and maintenance provision, which means all future work on the private project features are the individual landowner's obligation and responsibility. Should you elect to make any improvements by adding rock in this area would require review concurrence by the BCWRD, due to the USACE permit provisions as well as the Burleigh County Floodplain Administrator.

In summary no action is required or will be taken by the BCWRD in this matter. If you have additional questions, please contact Travis Johnson, with Houston Engineering at 701-323-0200 or his cell phone at 226-0227.

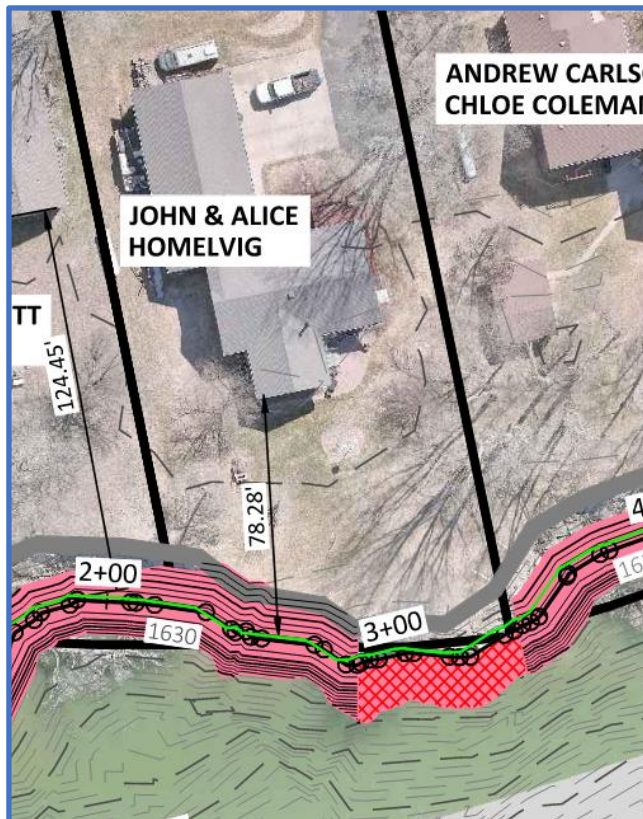
Sincerely,

James Landenberger, Chairman

Enclosure

C: BCWRD Managers – Agenda Book
Davis Bliss, Bliss Law - Email
Michael Gunsch, Houston Engineering – Email





APPROX. 0.74 DISTURBED ACRES

LOT LINES FROM BURLEIGH COUNTY GIS & CITY OF BISMARCK GIS

DATUM: NGVD 29

CONSTRUCTION REFERENCE PLANE ELEVATION: 1631.96

LEGEND:

SUPPLEMENT EXISTING ROCK BELOW OHWM



RESTORATION AREA



STRUCTURE REHABILITATION AREA



LOT LINES



BANK LINE POST-EROSION



BUILDING FOOTPRINT



EXISTING MINOR CONTOUR

— 1601 —

EXISTING MAJOR CONTOUR

— 1600 —

PROPOSED MINOR CONTOUR

— 1601 —

PROPOSED MAJOR CONTOUR

— 1600 —

SPECIAL ASSESSMENT DISTRICT BOUNDARY



NOTES:

1. CONTRACTOR TO PLACE RIPRAP ON SLOPES INSTEAD OF EXCAVATING WHERE EXCAVATION WOULD BE SHOWN ON PLAN SHEETS.

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4760-0002-ND (R) (1)
Title: Apple Creek Slope Stability Evaluation Project

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi Date:	Level: CATEX
EIS Notice of Intent Date:	EIS ROD Date:	

Comments: Burleigh County Water Resource District plans to complete an evaluation of the slope risks along Apple Creek to the west of the University of Mary campus and east of Sibley Drive to identify potential mitigation activities that would prevent future slope failures and subsequent impacts to Apple Creek. The specific issue being evaluated is the slumping along the Apple Creek channel and Sibley Drive. The proposed evaluation will include a geotechnical review of the upper and lower slope of this area to determine the need for additional mitigation measures that could prevent the slope from failing and falling into Apple Creek causing damage to public infrastructure and private property. The tasks will be coordinated with subconsultants, geotechnical evaluation, impact evaluation and economic analysis, and project summary.

FEMA Environmental Historic Preservation (EHP) has reviewed the project; although there is no information necessary for EHP review at this time since the grant is for advanced assistance activities only, EHP recommends that the Burleigh County Water Resource District consider the National Environmental Policy Act applicable laws and regulations when studying any future project actions. It is recommended that the start EHP existing conditions reviews and analysis once a project area is defined. This project has potential to have eligible National Register of Historic Places (NRHP) sites within the project boundaries. Ground disturbing activities may trigger a Section 106 of the National Historic Preservation Act consultation with the North Dakota State Historic Preservation Office. Work within a jurisdictional Waters of the U.S. will require a Section 404 permit under the Clean Water Act from the US Army Corps of Engineers and may require a floodplain development permit from a local floodplain administrator.

Other environmental laws and regulations that may be applicable to future project planning efforts include: Endangered Species Act, Executive Order 11990 (Wetlands), and Executive Order 11988 (Floodplain Management). Upon award of the project scoping application FEMA EHP staff is available to provide guidance and support on NEPA and environmental historic preservation compliance, if requested. Once the project boundaries are defined, FEMA EHP recommends cultural resources and biological resources reports to help the sub-applicant identify any future EHP concerns and/or required consultations. These studies can be completed as part of the advanced assistance application scope of work and can streamline the EHP review once the project advances. This memorandum and FEMA EHP approval of the requested advanced assistance funds does not constitute authorization of any construction activities associated with proposed future mitigation actions.
- cmillard - 05/30/2025 15:14:21 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
a4	(a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities.	Yes

EXTRAORDINARY CIRCUMSTANCES

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4760-0002-ND (R) (1)

Title: Apple Creek Slope Stability Evaluation Project

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comments
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project not located within a flyway zone - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	The Undertaking was reviewed by Joshua Anderson, who meets the applicable Secretary of the Interior Professional Qualifications in accordance with Stipulation I.B.1.a of the Programmatic Agreement among the Federal Emergency Management Agency (FEMA), the North Dakota State Historic Preservation Officer (SHPO), and North Dakota Department of Emergency Services, signed [date of execution of specific Programmatic Agreement]. The project, as described, complies with (Appendix B) Programmatic Allowance II.A.5.a Geotechnical coring investigations at locations

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4760-0002-ND (R) (1)
Title: Apple Creek Slope Stability Evaluation Project

Environmental Law/ Executive Order	Status	Description	Comments
			determined from a desktop review to have low potential for the presence of archaeological deposits. Thus, the Undertaking does not require SHPO review or notification per Stipulation II.A.1 of the Agreement, however, if the scope of work changes this project needs to be resubmitted for further EHP review. - cmillard - 05/30/2025 15:15:55 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.



STATE OF NORTH DAKOTA
DEPARTMENT OF EMERGENCY SERVICES

Kelly Armstrong
Governor

Brigadier General Mitchell Johnson
Director – Department of Emergency Services

Darin Hanson
Director - Division of Homeland Security

CFDA Title and Number: Disaster Grants – Hazard Mitigation Grant Program, 97.039
Disaster Declaration Number: FEMA-4760-DR-ND
Subgrantee: Burleigh County Water Resource District
Project Number: DR 4760 - 2R Apple Creek Slope Stability Evaluation

**Hazard Mitigation Grant Program Subgrant Agreement
for
FEMA-DR-4760-ND**

This Agreement is between the State of North Dakota, Department of Emergency Services (Grantee) and, the undersigned state agency, political subdivision of the state, private nonprofit organization, or federally recognized Tribal Nation or authorized tribal organization (Subgrantee). This Agreement is based on the existence of the following facts and conditions:

- A. WHEREAS, on February 15, 2024, President Joseph Biden issued a major disaster declaration (FEMA-DR-4760-ND) for the State of North Dakota. The declaration authorized Public Assistance, as well as federal monies under the Hazard Mitigation Grant Program for counties designated eligible in the Federal Emergency Management Agency (FEMA)-State Agreement; and
- B. WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein and agrees to comply with all the requirements of this Agreement; and
- C. WHEREAS, pursuant to the North Dakota Disaster Act of 1985 as amended, the Grantee has authority to administer federal financial assistance from the FEMA consequent to a presidential declaration of disaster.
- D. WHEREAS, the Subgrantee has submitted an application, which is incorporated herein by reference, to the Grantee setting forth a list of activities (herein referred to individually as

“Project”). The Grantee and FEMA have approved the Project along with any exceptions that have been made prior to signing of this agreement.

- E. WHEREAS, Subgrantee has the legal authority to accept mitigation funds and shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state mitigation funds.

NOW, THEREFORE, the Grantee and Subgrantee, based upon the existence of the foregoing conditions, do further agree to the following:

ARTICLE I. Definitions. As used in this Agreement, the following terms shall have the following meanings unless another meaning is specified elsewhere:

- A. "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.44; and applicable policies of the FEMA.
- B. "FEMA-State Agreement" is the agreement dated September 30, 2020, between the FEMA and the State of North Dakota, for a presidential major disaster declaration designated FEMA-4760-DR.

ARTICLE II. Applicable Law. The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable state and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements of Title 44 of the Code of Federal Regulations (CFR) Part(s) 13, 80, and 206, and the policies of the FEMA. The Subgrantee further agrees to comply with the Statement of Assurances attached hereto as Attachment B.

ARTICLE III. Funding and Insurance. Grantee shall provide funds to the Subgrantee for eligible activities for the project approved by the Grantee and the FEMA, as specified in Attachment A – Approved Project Data. The federal allowable costs shall be determined as per 44 CFR Part(s) 13 and 206, which shall be up to seventy-five percent of all eligible costs.

- A. The approved project documentation shall be transmitted to Subgrantee, and shall state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement. Amendments may obligate or deobligate funding, thereby amending the total funding for the project. The approved project documentation shall document the total eligible costs and the total federal share of those costs, which shall be seventy-five percent of all eligible costs. Contingent upon an appropriation by the State Legislature, the Grantee may provide some portion of any nonfederal share for some sub grantees. As a condition of receipt of the federal funding, the Subgrantee agrees to provide any nonfederal share not paid by the Grantee.
- B. If the Subgrantee is required to repay the Grantee funds already disbursed by the Grantee, the Subgrantee will have 60 days to reimburse the full amount. If Subgrantee has not reimbursed the grantee the full amount within the 60 days, the Grantee will have all the rights and remedies available to them by law; including, but not limited to, the withhold of future fund disbursement to off-set amount due to Grantee.
- C. As a further condition to funding under this Agreement, the Subgrantee agrees to procure insurance sufficient for the type or types of hazards for which the disaster was declared to cover any and all projects to be funded under this Agreement where insurance is available and reasonable. Subgrantee shall provide Grantee with a certificate of such insurance as a condition to funding under this Agreement.

ARTICLE IV. Duplication of Benefits Prohibition. Subgrantee may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subgrantee receive any other duplicate benefits under this Agreement.

- A. Without delay, Subgrantee shall advise Grantee of any insurance coverage for the damage identified on the applicable project application and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are “ineligible costs” which the Subgrantee shall reimburse to the Grantee without delay. The Subgrantee shall also reimburse the Grantee if the Subgrantee receives any duplicate benefits from any other source for any damage identified on the applicable project application for which Subgrantee has received payment from Grantee.
- B. In the event that Grantee should determine that Subgrantee has received duplicate benefits, by its execution of this Agreement the Subgrantee gives Grantee the authority to set off the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subgrantee, or to use such remedies available at law or equity to the repayment of said sums to Grantee.

ARTICLE V. Compliance with Environmental, Planning and Permitting Laws. Subgrantee shall be responsible for the implementation and completion of the approved projects described in Attachment A – Approved Project Data, in a manner acceptable to Grantee, and in accordance with applicable legal requirements. The contract documents for any project undertaken by Subgrantee, and any land use permitted by or engaged in by Subgrantee, shall be consistent with the local ordinances and State law. Subgrantee shall ensure that any development or development order complies with all applicable planning, permitting and building requirements. Subgrantee shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

ARTICLE VI. Subgrantee Risk Assessment. As required by 2 CFR § 200.331 NDDDES will complete a Financial Assistance Recipient Risk Assessment rating form for every subgrantee receiving an award to evaluate their potential risk of non-compliance. Subgrantees will be evaluated on factors such as their prior experience with the same or similar subawards, results of previous audits including whether or not they received a Single Audit and the extent to which the same or similar subaward has been audited as a major program; if they have new personnel or new or substantially changed systems, and the extent and results of Federal awarding agency monitoring.

A Risk Assessment will be completed immediately prior to executing this Subgrant Agreement. All new and existing active subgrantees will be rated upon new disaster and program funding opportunities. The Business Manager will work with the State Hazard Mitigation Officer (SHMO) or assigned staff, to jointly complete the risk assessment and score subgrantees, as applicable. Results of the Risk Assessment may result in the imposition of specific conditions as allowed in 2 CFR § 200.207, and will be identified within Attachment D of this Subgrant Agreement.

Every January, or as needed, NDDDES will re-evaluate all subgrantee Risk Assessments. Based on overall compliance with project requirements and any issues noticed therein, an updated Financial Assistance Recipient Risk Assessment will be completed and subgrantees can be upgraded or removed from low, medium or high risk status. If a subgrantee is non-compliant with the additional requirements of a subaward due to being considered high risk, the subaward and all federal and state monies can be deobligated at the request of NDDDES. Upon deobligation due to non-compliance, a subgrantee will be considered high risk in perpetuity.

ARTICLE VII. Required Documentation, Reviews, and Inspections. Subgrantee shall create and maintain documentation of work performed and costs incurred sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subgrantee to create and maintain such documentation, Grantee may terminate further funding under this Agreement, and Subgrantee shall reimburse to Grantee (within 60 days) all payments disbursed earlier to Subgrantee, together with any and all accrued interest.

To ensure all State and Federal Standards are met, Grantee will conduct a physical inspection of all non-plan projects before a project is started and again before the project is closed.

Throughout the life of an approved project, Grantee will undertake a number of project monitoring activities to ensure successful completion of projects. Grantee will monitor and evaluate project accomplishments and adherence to the project work schedule. Through the review of Subgrantee quarterly reports mitigation staff will attempt to identify any potential problems in grant performance. If problems or concerns exist Grantee will contact Subgrantee to further research potential issues. Technical administration or program assistance may be offered or coordinated if required. In addition, mitigation staff will contact Subgrantee on an as needed basis to provide project management support and to aid in the successful completion and closeout of projects. If a project has not been completed and closed within 120 days of the project's period of performance Grantee will send a letter to the applicant that details project deadlines, includes instructions for project closeout, and gives instructions and deadlines for requesting a time extension if necessary.

For all projects, Subgrantee shall certify that: the project was completed in accordance with FEMA approvals; all required and allowable funds have been paid; all reported costs were incurred in the performance of eligible work; work was completed in compliance with the provisions of the FEMA-State Agreement; payments for the project were made in accordance with the existing requirements of Federal and State laws and regulations; no further requests for funding will be made; and there are no pending bills.

As required by 44 CFR Part 80.14 (d), for all acquisition and relocation projects, every 3 years the Subgrantee (in coordination with any current successor in interest) through the grantee, shall submit to the FEMA Regional Administrator a report certifying that the Subgrantee has inspected the property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of 44 CFR Part 80, the property conveyance and the grant award.

ARTICLE VIII. Cost Sharing. The federal share of the eligible costs specified in Attachment A – Approved Project Data, under this Agreement shall be up to seventy five (75) percent of such costs, and the nonfederal share shall be the remaining amount. Payment of a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share. Subgrantee commits to meet any local matching funds required for successful project completion. Further, at the time of project application, Subgrantee must provide Grantee with a Resolution of Commitment from its authorized governing body. Subgrantee also certifies that any matching funds borne by the Subgrantee will come from a nonfederal source as required by 44 CFR § 13.24.

ARTICLE IX. Payment of Costs. Grantee shall disburse the eligible costs to Subgrantee in accordance with the following procedures:

- A. Following the receipt of a project reimbursement request (including supporting documentation in the way of invoices, contracts, force account labor and equipment schedules, and cancelled checks or vouchers), a payment will be issued for any funding that is eligible to be paid to the Subgrantee, as it becomes available. Payment authorizations

shall be calculated in accordance with the federal/non-federal cost share, and on the terms and conditions set forth in the FEMA/State Agreement and this agreement. Authorization for payment will include documentation to substantiate the amount of the authorization.

- B. Grantee may advance funds under this Agreement to Subgrantee up to 90 percent of the 75 percent federal share for projects other than Acquisition/Relocation/Elevation projects. Upon completion of the project, submission of the summary of documentation (cancelled checks, warrants, certified transaction reports, etc.) and final approval by FEMA, the remaining 10 percent share of the federal share and the appropriate state share will be paid. For Acquisition/Relocation/Elevations projects, all conditions for advances listed above shall apply except that the grantee may advance 100 percent of the federal share rather than 90 percent. Subgrantee must meet the following conditions to be eligible for an advance of funds:
 - 1. Subgrantee shall certify to Grantee that Subgrantee has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 - 2. Subgrantee shall submit to Grantee the budget supporting the request;
 - 3. Subgrantee shall submit a statement justifying the advance and the proposed use of the funds and specifying the amount of funds requested; and
 - 4. Subgrantee shall pay over to Grantee any interest earned on advances for remittance to the FEMA as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
- C. Grantee may, in its discretion, withhold its portion of the nonfederal share of funding under this Agreement from Subgrantee if Grantee has reason to expect a subsequent unfavorable determination by the FEMA that a previous disbursement of funds under this Agreement was improper.

ARTICLE X. Final Payment. Grantee shall disburse the final payment to Subgrantee upon the performance of the following conditions:

- A. Subgrantee shall have completed the project to the satisfaction of the Grantee;
- B. Subgrantee shall have submitted the documentation specified in Articles VI and VIII of this Agreement;
- C. Grantee shall have performed the final inspection;
- D. Subgrantee shall have requested final reimbursement.
- E. Subgrantee shall have requested project closeout by letter

ARTICLE XI. Records Maintenance. The funding of eligible costs under this Agreement and the performance of all other conditions shall be subject to the following requirements, in addition to such other and further requirements as may be imposed by operation of law:

- A. The “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” as codified in 44 Code of Federal Regulations Part 13, as amended.
- B. Office of Management and Budget Circular No. A-87, “Cost Principles for State and Local Governments,” as amended.
- C. Office of Management and Budget Circular No. A-110, “Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,” as amended.
- D. Office of Management and Budget Circular No. A-122, “Cost Principles for Non-Profit Organizations,” as amended.
- E. Subgrantee shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement for a period of three years from the date of formal notification from

the Grantee that FEMA has officially closed the disaster program. The Subgrantee shall allow the Grantee or its designee, the Comptroller General of the United States, FEMA, and the North Dakota State Auditor's Office, access to records upon request. The three year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the three year period expires, and extend beyond the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
 3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.
- F. The Subgrantee shall maintain all records for the Subgrantee and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations.
- G. The Subgrantee, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Grantee, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Grantee.

ARTICLE XII. Reimbursement of Funds. If upon final inspection, final audit, or other review by Grantee, the FEMA or other authority determines that the disbursements to Subgrantee under this Agreement exceed the eligible costs, Subgrantee shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within sixty (60) days from the date Subgrantee is notified of such determination. If Subgrantee has not reimbursed the grantee the full amount within the 60 days, the Grantee will have all the rights and remedies available to them by law; including, but not limited to, the withhold of future fund disbursement to off-set amount due to Grantee.

ARTICLE XIII. Repayment by Subgrantee. All refunds or repayments due to the Grantee under this Agreement are to be made payable to the order of "North Dakota Department of Emergency Services" and mailed directly to the following address: **PO Box 5511, Bismarck, ND, 58506.**

ARTICLE XIV. Audit.

- A. The Subgrantee agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- B. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Grantee. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- C. The Subgrantee shall also provide the Grantee or its designee with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- D. If a Subgrantee is a state or local government or a non-profits organization as defined in OMB Circular A-133, as revised, and if the Subgrantee expends \$750,000 or more, then the Subgrantee shall have a single or program specific audit conducted which meets the requirements of the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-133 Part .200 for the purposes of auditing and monitoring the funds awarded under this

Agreement. In connection with the aforementioned audit requirement, the Subgrantee shall fulfill for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

- E. If the Subgrantee spends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provision of OMB Circular A-133, as revised, is not required. In the event the Subgrantee expends less than \$750,000 in federal awards in its fiscal year and chooses to have an audit conducted in accordance with OMB Circular A-133 Part .200, as revised, the cost of the audit must be paid from nonfederal funds.
- F. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Subgrantee shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within sixty (60) days after the Grantee has notified the Subgrantee of such non-compliance.
- G. If required, the audit is due nine (9) months after the end of the fiscal year of Subgrantee.
- H. If audit is conducted as required by subsection D. above, the Subgrantee shall submit the data collection form and one copy of the reporting package to the Federal Audit Clearinghouse at the following address: **Federal Audit Clearinghouse, Bureau of the Census, 1201 East 10th Street, Jeffersonville, IN 47132**. If the audit documents any finding or questioned costs, Subgrantee shall submit a copy of the reporting package to the State at the following address:

ND Department of Emergency Services
PO Box 5511
Bismarck ND 58506

ARTICLE XV. Noncompliance. If the Subgrantee violates this Agreement or any legislation, regulation, statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee may withhold any disbursement otherwise due Subgrantee for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Grantee may terminate this Agreement and invoke its remedies under the Agreement as per the Articles of this Agreement.

ARTICLE XVI. Nondiscrimination by Contractors. Pursuant to 44 CFR Parts 7 and 16, and 44 CFR Part 206.36, the Subgrantee shall undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. Subgrantee shall also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 CFR Part 17.

ARTICLE XVII. Modification. A modification extending the time for completion of a project and any other modification shall be in writing. Modifications to any project to be funded under this Agreement may be requested by Subgrantee through Grantee, but the approval of any such modifications shall reside in the sole discretion of the FEMA. Any approved modification to a project shall be noted in an amendment to the project and in any amendment to this Agreement. If otherwise allowed under this Agreement, any extension shall be in writing and shall be subject to the same terms and conditions as those set out in the initial Agreement.

ARTICLE XVIII. Period of Performance (POP). The POP is the period of time during which the Grantee is expected to complete all grant activities and to incur and expend approved funds. The POP begins on the date that the grant is awarded and ends no later than 36 months from the award of the final subgrant under the grant. The POP termination date is established by the subgrant with the latest completion date.

FEMA will not establish activity completion timeframes for individual subgrants. Grantees are responsible for ensuring that all approved activities are completed by the end of the grant POP.

ARTICLE XIX. Contracts with Others. If the Subgrantee contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subgrantee shall incorporate into its contract with such contractor or vendor an indemnification clause holding Grantee and Subgrantee harmless from liability to third parties for claims asserted under such contract. The Subgrantee shall also document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

ARTICLE XX. Termination. Either of the parties may terminate this Agreement by notice in writing. Such termination shall take effect thirty (30) days after the date of such notice. Such termination shall not affect the rights, interests, duties or responsibilities of either of the parties or any allowable costs that have accrued as of the date of the notice of termination.

ARTICLE XXI. Liability. Grantee assumes no liability to third parties in connection with this agreement. The Subgrantee shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Unless the Subgrantee is a political subdivision under NDCC 32-12.2-13, the Subgrantee shall defend, indemnify and hold harmless Grantee from claims asserted by third parties in connection with the performance of this Agreement. Contractors hired by a Subgrantee, including political subdivisions, shall be required to agree in writing to defend, indemnify and hold the State of North Dakota harmless for any claims arising out the contractor's or any subcontractor's performance under the agreement. For the purposes of this Agreement, the Grantee and Subgrantee agree that neither one is an employee or agent of the other, but that each one stands as an independent entity in relation to one another. Nothing in this Agreement shall be construed as a waiver by the Grantee or Subgrantee of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement. Subgrantee represents to the best of its knowledge any hazardous substances at its projected site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state or local legal requirements concerning such substances, Subgrantee further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

ARTICLE XXII. Reports. Subgrantee shall provide Quarterly Reports to Grantee using forms provided by the Grantee for each specific project. The first Quarterly Report shall be due at such time as Subgrantee is notified. All subsequent Quarterly Reports shall be due no later than fifteen (15) days after each calendar quarter through final inspection. Quarterly Reports shall indicate the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement. Interim inspections may be scheduled by Subgrantee before the final inspection, and may be required by Grantee based on information supplied in the Quarterly Reports. Grantee may require additional reports as needed, and Subgrantee shall provide any additional reports requested by Grantee as soon as practicable.

ARTICLE XXIII. Monitoring. The Subgrantee shall monitor its performance under this Agreement, as well as that of its subcontractors, Subgrantees and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable state and federal laws and rules.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, monitoring procedures may include, but not be limited to, on-site visits by Grantee staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Subgrantee agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Grantee. In the event that the Grantee determines that a limited scope audit of the Subgrantee is appropriate, the Subgrantee agrees to comply with any additional instructions provided by the Grantee to the Subgrantee regarding such audit. The Subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Grantee will monitor the performance and financial management by the Subgrantee throughout the contract term to ensure timely completion of all tasks.

ARTICLE XXIV. Mandated Conditions. Subgrantee agrees to the following conditions:

- A. The performance and obligation of Grantee to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
- B. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
- C. Grantee may unilaterally terminate this Agreement for refusal by the Subgrantee or its contractors or subcontractors to allow public access to all documents, papers, letters or other material that are made or received by Subgrantee or its contractors and subcontractors in connection with this Agreement.
- D. Subgrantee agrees that no funds or other resources received from the Grantee disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the North Dakota Legislature or any state agency.
- E. Subgrantee certifies that it possesses the legal authority to receive the funds under this Agreement and that its governing body (if applicable) has authorized the execution and acceptance of this Agreement. The Subgrantee also certifies that the undersigned person has the authority to legally execute and bind Subgrantee to the terms of this Agreement.
- F. Subgrantee agrees that responsibility for compliance with this Agreement rests with Subgrantee, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subgrantee Agreements.
- G. The Grantee will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Subgrantee of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.
- H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- I. The Subgrantee agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by

public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

- J. With respect to any Subgrantee which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
 2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction.
 - b) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c) have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Subgrantee is unable to certify to any of the statements in this certification, such Subgrantee shall attach an explanation to this Agreement. In addition, the Subgrantee shall submit to the Grantee (by email or facsimile) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" for each prospective subcontractor which Subgrantee intends to fund under this Agreement. See Attachment C. Such form must be received by the Grantee prior to the Subgrantee entering into a contract with any prospective subcontractor.

- K. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subgrantee in this Agreement, in any subsequent submission or response to Grantee request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Subgrantee, cause the termination of this Agreement and the release of the Grantee from all its obligations to the Subgrantee.
- L. This Agreement shall be construed under the laws of the State of North Dakota, and venue for any actions arising out of this Agreement shall lie in Burleigh County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- M. The Subgrantee certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub grantees shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- O. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

ARTICLE XXV. Term. This Agreement shall take effect upon its execution by both parties, and shall terminate upon approval of closeout by the FEMA, unless terminated earlier as specified elsewhere in this Agreement. Subgrantee shall commence project(s) specified by this Agreement without delay.

ARTICLE XXVI. Events of Default, Remedies, and Termination.

1. Upon the occurrence of any one or more of the following events, all obligations of Grantee to disburse further funds under this Agreement shall terminate at the option of Grantee. Notwithstanding the preceding sentence, Grantee may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Grantee may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
 1. Any representation by Subgrantee in this Agreement is inaccurate or incomplete in any material respect, or Subgrantee has breached any condition of this Agreement with Grantee and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement.
 2. Subgrantee suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Grantee, if Subgrantee has not cured the condition within thirty (30) days after notice in writing from Grantee.
 3. Any reports required by this Agreement have not been submitted to Grantee or have been submitted with inaccurate, incomplete, or inadequate information.
 4. The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Congress or Office of Management and Budget.
2. Upon the occurrence of any one or more of the foregoing events, Grantee may at its option give notice in writing to Subgrantee to cure its failure of performance if such failure may be cured. Upon the failure of Subgrantee to cure, Grantee may exercise any one or more of the following remedies:

1. Terminate this Agreement upon not less than fifteen (15) days' notice of such termination by certified letter to the Subgrantee, such notice to take effect when delivered to Subgrantee;
 2. Commence a legal action for the judicial enforcement of this Agreement;
 3. Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this agreement or any other agreement with Subgrantee; and
 4. Take any other remedial actions that may otherwise be available under law.
3. Grantee may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
 4. Any deobligation of funds or other determination by the FEMA shall be addressed in accordance with the regulations of that Agency.
 5. Upon the rescission, suspension or termination of this Agreement, the Subgrantee shall refund to Grantee all funds disbursed to Subgrantee under this Agreement.
 6. The venue of any action or proceeding by either Grantee or Subgrantee for enforcement of this Agreement or for adjudication rights, interest, or duties of the parties to it shall lie in South Central District Court, Burleigh County, North Dakota.
 7. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Grantee shall not relieve Subgrantee of liability to Grantee for the restitution of funds advanced to Subgrantee under this Agreement, and Grantee may set off any such funds by withholding future disbursements otherwise due Subgrantee under this Agreement or any other Agreement until such time as the exact amount of restitution due Grantee from Subgrantee is determined. In the event the FEMA should deobligate funds formerly allowed under this Agreement or under any other Agreement funded by the Agency and administered by Grantee, then Subgrantee shall immediately repay such funds to Grantee. If the Subgrantee fails to repay any such funds, then Grantee may recover the same from funding otherwise due Subgrantee.

ARTICLE XXVII. Attachments.

- A. All attachments to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- B. In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

Note: All other grant administrative and electronic forms will be provided by Grantee as necessary or posted on the North Dakota Department of Emergency Services website: <http://www.nd.gov/des/>.

ARTICLE XXVIII. Notice and Contact. All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by letter to the following respective addresses:

Grantee:

Justin Messner, Disaster Recovery Chief
Department of Emergency Services
PO Box 5511
Bismarck, ND 58506
Email: jmessner@nd.gov

Subgrantee:

James Landenberger
Chairman – Burleigh Co WRD
PO Box 1255
Bismarck, ND 58502
Email: bcwr@midco.net

ARTICLE XXIX. Designation of Agent. Subgrantee hereby designates the following agents to execute any Request for Advance or Reimbursement, certification, or other necessary documentation:

Primary Agent

Alternate Agent

Name and Title

Name and Title

Phone Number

Phone Number

E-mail

E-mail

**STATE OF NORTH DAKOTA
DEPARTMENT OF EMERGENCY SERVICES**

SIGNATURE PAGE

**HAZARD MITIGATION GRANT PROGRAM SUBGRANT AGREEMENT
FOR
(FEMA-DR-4760-ND)**

IN WITNESS HEREOF, the Grantee and Subgrantee have executed this Agreement:

FOR THE SUBGRANTEE:

Name and Title

Signature

Date

Federal Employer Identification Number (FEIN): _____

SAM-UEI Number: GERJXYLAHGN1

**STATE OF NORTH DAKOTA
DEPARTMENT OF EMERGENCY SERVICES**

SIGNATURE PAGE

**HAZARD MITIGATION GRANT PROGRAM SUBGRANT AGREEMENT
FOR
(FEMA-DR-4760-ND)**

IN WITNESS HEREOF, the Grantee and Subgrantee have executed this Agreement:

FOR THE GRANTEE:

DEPARTMENT OF EMERGENCY SERVICES



Justin Messner – Disaster Recovery Chief

6-17-2025

Date

ATTACHMENT A

Approved Project Data

CFDA Title and Number: Disaster Grants – Hazard Mitigation Grant Program, 97.039

Disaster Declaration Number: FEMA-DR-4760-ND

Subgrantee: Burleigh County Water Resource District

Project Number: DR 4760 - 2R Apple Creek Slope Stability Evaluation

Project Cost: 100% - \$302,547.00

Federal Funding: \$206,250.00

State Funding: \$30,254.70

Local Funding: \$66,042.30

Work Schedule: 15 February 2024 – 14 August 2029

Scope of Work:

Burleigh County Water Resource District plans to complete an evaluation of the slope stability risks along Apple Creek to the west of the University of Mary campus and east of Sibley Drive to identify potential mitigation activities that would prevent future slope failures and subsequent impacts to Apple Creek. The specific issue being evaluated is the slumping along the Apple Creek channel and Sibley Drive. The proposed evaluation will include a geotechnical review of the upper and lower slope of this area to determine the need for additional mitigation measures that could prevent the slope from failing and falling into Apple Creek causing damage to public infrastructure and private property. The tasks are coordinate with subconsultants, geotechnical evaluation, impact evaluation and economic analysis, and project summary.

Work Schedule:

Coordinate with subconsultants	1 Month
Geotechnical evaluation	2 Months
Impact evaluation and BCA	3 Months
Project summary	2 Months
Total:	8 Months

This work schedule is to keep project on track, the official period of performance is listed on top of the Attachment A. The period of performance will be the date used to determine if a time extension is needed.

Cost Estimate:

Coordinating with subconsultants (pre-award)	\$ 5,000.00
Geotechnical analysis (pre-award)	\$ 10,000.00
Geotechnical evaluation	\$ 267,547.00
Impact evaluation and BCA	\$ 15,000.00
Project executive study	\$ 5,000.00
Total	\$ 302,547.00

NEPA Determination

FEMA Environmental Historic Preservation (EHP) has reviewed the project; although there is no information necessary for EHP review at this time since **the grant is for advanced assistance activities only**, EHP recommends that the Burleigh County Water Resource District consider the National Environmental Policy Act applicable laws and regulations when studying any future project actions. It is recommended that the start EHP existing conditions reviews and analysis once a project area is defined. This project has potential to have eligible National Register of Historic Places (NRHP) sites within the project boundaries. Ground disturbing activities may trigger a Section 106 of the National Historic Preservation Act consultation with the North Dakota State Historic Preservation Office. Work within a jurisdictional Waters of the U.S. will require a Section 404 permit under the Clean Water Act from the US Army Corps of Engineers and may require a floodplain development permit from a local floodplain administrator.

Other environmental laws and regulations that may be applicable to future project planning efforts include: Endangered Species Act, Executive Order 11990 (Wetlands), and Executive Order 11988 (Floodplain Management). Upon award of the project scoping application FEMA EHP staff is available to provide guidance and support on NEPA and environmental historic preservation compliance, if requested. Once the project boundaries are defined, FEMA EHP recommends cultural resources and biological resources reports to help the sub-applicant identify any future EHP concerns and/or required consultations. These studies can be completed as part of the advanced assistance application scope of work and can streamline the EHP review once the project advances. This memorandum and FEMA EHP approval of the requested advanced assistance funds does not constitute authorization of any construction activities associated with proposed future mitigation actions.

Categorical Exclusions (CATEX) Categories

(a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities.

Other Conditions:

1. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
3. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

ATTACHMENT B

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Subgrantee agrees to comply with the following:

1. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a workweek.
2. Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin (including limited English proficiency per Executive Order 13166), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Subgrantee, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
4. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973.
5. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
6. It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
7. It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees.
8. It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with

the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Subgrantee will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

10. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

- a) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity.
- b) Complying with all requirements established by the state to avoid or mitigate adverse effects upon such properties.
- c) When any of Subgrantee's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800. (2)(e), the FEMA may require Subgrantee to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the "Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37)," or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, Subgrantee agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- d) Subgrantee agrees to notify FEMA and the Grantee if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for footings and foundations; and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise Subgrantee on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery of archeological data from the property. If Subgrantee is unable to avoid the archeological property, develop, in consultation with the SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties." Subgrantee shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct Subgrantee to implement the treatment plan. If either the Council or the SHPO object, Subgrantee shall not proceed with the project until the objection is resolved.

- e) Subgrantee shall notify the Grantee and FEMA as soon as practicable: (i) of any changes in the approved scope of work for a National Register eligible or listed property; (ii) of all changes to a project that may result in a supplemental DSR or modify an HMGP project for a National Register eligible or listed property; (iii) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. Subgrantee acknowledges that FEMA may require Subgrantee to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. Subgrantee further acknowledges that FEMA may require Subgrantee to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. Subgrantee also acknowledges that FEMA will require, and Subgrantee shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.
 - f) Subgrantee acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the NHPA, Subgrantee intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
11. It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex.
 12. It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 13. It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 14. It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
 15. It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
 16. It will comply with the Laboratory Animal Welfare Act of 1966, 7 U.S.C. 2131-2159, pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this agreement.
 17. It will comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 2000c and 42 3601-3619, as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or nation origin.
 18. It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642.
 19. It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626.
 20. It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544.
 21. It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763.
 22. It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270.
 23. It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347.
 24. It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.

25. It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination.
26. It will comply with the environmental standards, which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources.
27. It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
28. It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system.
29. It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice).
30. It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510.
31. It will assure project consistency with the approved state program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464.
32. It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
33. With respect to demolition activities, it will:
 - a) Create and make available documentation sufficient to demonstrate that the Subgrantee and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - b) Return the property to its natural state as though no improvements had ever been contained thereon.
 - c) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subgrantee's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the State health authority and the county health authority.
 - d) Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
 - e) Provide supervision over contractors or employees employed by Subgrantee to remove asbestos and lead from demolished or otherwise applicable structures.
 - f) Leave the demolished site clean, level and free of debris.
 - g) Notify the Grantee promptly of any unusual existing condition which hampers the contractors work.
 - h) Obtain all required permits.
 - i) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
 - j) Comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
 - k) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
 - l) Provide documentation of public notices for demolition activities.

ATTACHMENT C
Certification Regarding
Debarment, Suspension, Ineligibility
and
Voluntary Exclusion

Subcontractor Covered Transactions:

1. The prospective subcontractor of the Subgrantee certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the Subgrantee's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

Name of Company

Street Address

City, State, Zip

Federal Employer Identification Number (FEIN)

By: _____
Signature Date

Subgrantee's Name

Grantee Agreement Number

ATTACHMENT D

Risk Assessment Conditions

Per Article VI of this contract, NDDDES is required to complete a Financial Assistance Risk Assessment rating form for every subgrantee receiving an award to evaluate their potential risk of non-compliance. Subgrantees will be evaluated on factors such as their prior experience with the same or similar subawards, results of previous audits including whether or not they received a Single Audit and the extent to which the same or similar subaward has been audited as a major program; if they have new personnel or new or substantially changed systems, and the extent and results of Federal awarding agency monitoring. Results of the Risk Assessment may result in the imposition of specific conditions, as allowed in 2 CFR § 200.207, and contained within this attachment.

Based upon the Risk Assessment completed for Year 2025, Burleigh County Water Resource District has been determined to be a Medium Risk based upon the above-mentioned criteria.

The specific conditions for a subgrantee determined to be Medium Risk are the following:

- Subgrantees identified as Medium Risk have no further conditions and may continue with their projects as approved by FEMA, **however, they will be closely monitored by NDDDES to ensure they properly manage their approved projects and utilize all available funding as approved by FEMA.** The subgrantees must complete all project specific conditions, to include environmental requirements and/or permitting, placed upon individual projects by FEMA at the time of award or amendment. **Subgrantees that fail to comply with project specific conditions could potentially jeopardize their current and future federal funding.**

Every January, or as needed, NDDDES will re-evaluate all subgrantee Risk Assessments. Based on overall compliance with project requirements and any issues noticed therein, an updated Financial Assistance Recipient Risk Assessment will be completed and subgrantees can be upgraded or removed from low, medium or high-risk status. If a subgrantee is non-compliant with the additional requirements of a subaward due to being considered high risk, the subaward and all federal and state monies can be deobligated at the request of NDDDES. Upon deobligation due to non-compliance, a subgrantee will be considered high risk in perpetuity.

July 1, 2025

Wes Dickhut, MS, PE
Braun Intertec Corporation
2908 Morrison Ave. Ste 3
Bismarck, ND 58504

SUBJECT:

University of Mary Slope and Apple Creek Bank stabilization project. Section 34, Township 138 North, Range 80 West, Burleigh County, North Dakota.

Thank you for the opportunity to submit this proposal for the above referenced subject property. Houston Engineering, Inc. ("Houston") offers to complete the services as outlined below.

SERVICES

Set three control monuments for monitoring purposes as per Client chosen location. Survey the location and elevation of approximately twelve existing monuments. Meet with Braun field personnel on site to go over procedures and equipment for future Client self-monitoring. Provide Client with collected survey data.

COMPENSATION

We propose to provide these services, at an *hourly* rate, for an estimated fee of **\$2,700.00**. Any additional surveying services requested will be charged at our standard hourly rates.

TIME SCHEDULE

The work outlined in this proposal will be completed when scheduled and the return of this accepted proposal.

AGREEMENT

Houston's receipt of this accepted proposal constitutes a contract between us and Braun Intertec Corporation, into which the enclosed *Houston Engineering, Inc. General Terms and Conditions dated September 30, 2024* are hereby incorporated by reference.

We appreciate this opportunity and look forward to working with you on this project. If you agree, simply sign below and return one copy.

Sincerely,

HOUSTON ENGINEERING, INC.



Todd Marschall, PLS 4431

Accepted by: Wes Dickhut, MS, PE
Braun Intertec Corporation

Signature: _____

Date: _____

General Terms and Conditions

1. STANDARD OF CARE

Houston shall perform its Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

2. PAYMENT TERMS

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 30 days or more past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving seven (7) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

3. CHANGES OR DELAYS

If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in Houston's judgment dictate a change in the Services to be performed, Houston shall inform Client of such changes and the parties shall negotiate, in good faith, with respect to any change in scope and adjustment to the time of performance and compensation and modify the Agreement accordingly. Houston may also proceed with additional services specifically requested in writing by the Client, including electronic communications, without a written modification to the Agreement. Client shall compensate Houston for the additional services in an amount equal to the cumulative hours worked multiplied by the billing rates specified in the Agreement, or based on Houston's standard billing rates if billing rates are not specified in the Agreement; plus reimbursement of expenses incurred in connection with providing the additional services. In the event the parties are unable to reach an agreement, either party may terminate this Agreement without liability by giving fourteen (14) days written notice to the other party. In the event of termination, the final invoice will include all Services and expenses associated with the Project up to the effective date of termination and will also include equitable adjustment to reimburse Houston for any termination settlement costs incurred relating to commitments that had become firm before termination plus a 10 percent markup on those settlement costs.

4. PAYMENT

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, per diem, etc.), the following shall apply: (a) the minimum time segment for charging work is one-quarter hour; (b) labor (hours worked) and expenses will be charged at rates commensurate with the attached fee schedule or, if none is attached, with Houston's current fee schedule (at the time of the work); (c) when applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task, or phase; and (d) invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense. If requested by Client, Houston shall provide supporting documentation at Client's cost, including labor and copying costs.

5. TERMINATION

Either party may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the other party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the non-defaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.

6. BETTERMENT

If any item or component of the Services or an amended Task Order is required due to omission from the original documents or Task Order provided to Houston, Houston's liability shall be limited to the reasonable costs of correction of the omission, less the cost to Client if the omitted item or component had been initially included in the original documents or Services documents. All costs of errors, omissions or other changes that result in betterment shall be borne by Client and shall not be a basis of a claim against Houston. In no event will Houston be responsible for that portion of any cost or expense that provides betterment or upgrades or enhances the value of the Services.

7. LIMITATION OF LIABILITY

In no event shall Houston be liable for punitive, special, incidental, indirect, consequential, or lost profit damages of any kind or nature, regardless of the form of action to which such damages are sought. Houston's maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement, whether such claim is based on negligence, breach of contract, or any other theory. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston from any and all liability over and above the limitations set forth in this paragraph.

8. INSURANCE

Houston shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and commercial general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client. The existence of any such insurance shall not increase Houston's liability as limited by paragraph 6 above.

9. HAZARDOUS SUBSTANCES

Client shall furnish or cause to be furnished to Houston all documents and information known by Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant, or hazardous substance, however defined ("Hazardous Substances") at, on or under the Project site. Houston is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of Hazardous Substances found or identified at the Project. Client agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against Houston, its principals, employees, agents, and consultants, if such claim in any way would relate to Hazardous Substances in connection with the Project. If Hazardous Substances are identified or located at the Project site, Houston may suspend all Services without liability until remediation of the Hazardous Substances is complete. Houston reserves the right to adjust the attached Fee Schedule or any rate schedule of

Houston's subconsultants for specialized fees or services related to remediation of Hazardous Substances as agreed in writing between Houston and Client. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants and subconsultants from and against all fees, costs, claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for third-party remediation specialists, experts, attorneys, and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

10. INDEMNIFICATION

Client shall indemnify, defend, and hold harmless Houston, together with its officers, directors, shareholder, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, and employees from and against any and all, costs, losses and damages, including reasonable attorneys' fees and other costs of litigation or dispute resolution to the extent caused by Houston's fault, negligent acts or omissions in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.

11. WARRANTY

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

12. CONTRACTOR MEANS AND METHODS

Houston has no control over, supervision of, or responsibility for construction of the Project or at the Project site. Client is solely responsible for retaining a qualified contractor or contractors licensed in the jurisdiction of the project (separately or collectively, the "Contractor") to implement the construction of the Project ("Work"). Contractor shall coordinate, control, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, safety, and security. Houston shall not be responsible for and shall bear no liability for Contractor's failure to perform the Work in accordance with the requirements of the Project and any documents or contracts related to the Project. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Client, Houston, and Houston's subconsultants, officers, directors, shareholder, agents, consultants, and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising out of or resulting from performance of the Work. Contractor shall provide insurance and name Client, Houston, and Houston's subconsultants as additional insureds on Contractor's commercial general liability insurance policies on a primary and non-contributory basis. The amount of coverage available to the additional insureds shall be the amount of coverage required in the Client-Contractor agreement.

13. PROJECT SITE

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the Work, means or methods of Contractor or its/their subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the Contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents, or subcontractors on a site shall not imply that Houston controls the operations of others, nor shall it be construed to be an acceptance by Houston of any responsibility for jobsite safety.

14. CONFIDENTIALITY

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

15. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston. Client shall indemnify, defend, and hold harmless Houston, together with its officers, directors, shareholder, agents, consultants and employees from and against any and all claims, costs, losses, and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's re-use of all information, documents, drawings, specifications prepared as part of the Project.

16. REMEDIES

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

17. PROPRIETARY DATA

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

18. GOVERNING LAW

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of North Dakota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Cass County, North Dakota.

19. DATA PRACTICES ACT REQUESTS

Houston considers certain information developed during the execution of services as “not public” and “protected” from public disclosure under the various local, state, and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys’ fees associated with any requests for release of information under any such laws.

20. FORCE MAJEURE

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to, without limitation, causes beyond its reasonable control including, without limitation, acts of God, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, pandemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston, if such could have not been overcome by the exercise of reasonable efforts by Houston (each, an “Event of Force Majeure”). Any delay due to an Event of a Force Majeure shall not be deemed to be a breach of or failure to perform this Agreement or any part hereof; provided, however, Houston shall provide reasonable notice to the Client of any Event of Force Majeure which notice shall provide the particulars of the cause of the event of Force Majeure in writing. In the event of any such delay, Houston’s performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

21. WAIVER OF JURY

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

22. BUSINESS ENTITY

Client acknowledges that Houston is a business corporation and agrees that any claim made by Client arising out of any act or omission of any shareholder, director, officer, or employee of Houston in the execution or performance of this Agreement shall be made solely against Houston and not against any individual or group of individuals in any capacity.

23. NOTICES

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served; sent by commercial carrier service; deposited in the United States Mail, certified or registered, postage prepaid, return receipt requested; or sent by electronic mail with read receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, electronic mail, or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service or by transmission by electronic mail. Notices, demands, or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the U.S. mail or electronic addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

24. MISCELLANEOUS

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third-party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied, or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston’s prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

– END OF DOCUMENT –

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POLICY REGARDING PUBLIC COMMENT AT REGULAR MEETINGS

Burleigh County Water Resource District

The Burleigh County Water Resource District (the “District”) is a North Dakota political subdivision subject to North Dakota’s open meetings requirements under N.D.C.C. Chapter 44-04. Pursuant to N.D.C.C. § 44-04-20.1 (2025) the District, by and through its Board of Managers (the “Board”) adopts the following policy providing an opportunity for individuals to provide public comment at the Board’s regular meetings:

1. A public comment period shall be included on the agenda for all regular meetings of the Board. A “regular” meeting means the Board’s regularly scheduled monthly meetings, as approved by the Board and filed with the Burleigh County Auditor under N.D.C.C. § 44-04-20(3).
2. An individual who wishes to provide comment at a regular meeting must provide the following information to the Water Resource Board Secretary, in writing, prior to the regular meeting being called to order: (i) his or her name and address, and (ii) the item included in the Board’s current regular meeting agenda or the Board’s prior regular meeting agenda that he or she wishes to address. Pursuant to N.D.C.C. § 44-04-20.1(2), the individual’s address is an exempt record. An individual who fails to provide the required information will not be permitted to provide public comment.
3. An individual who wishes to submit written comments must submit them to the Water Resource Board Secretary at least thirty (30) minutes prior to the Board’s regular meeting. The written comments must include the information required by section 2 of this policy. Copies of properly submitted written comments will be distributed by the Water Resource Board Secretary to the Board members prior to the regular meeting. Written comments that are not properly submitted will not be distributed to the Board members until after the regular meeting.
4. Each individual providing verbal public comment must limit his or her remarks to five (5) minutes. Time may not be transferred to another speaker. In order to ensure orderly and efficient meetings, public comment will be limited to a total of thirty (30) minutes, regardless of the number of individuals providing public comment and even if all individuals who have given notice under section 2 have not had an opportunity to speak. However, the Board may, by majority vote, extend the time for public comment.
5. Public comment (whether verbal or written) must be pertinent to the District and is limited to topics included in the agenda of the Board’s current meeting and the Board’s previous regular meeting. Public comment is for public input – not dialogue or debate with the Board or District staff. Therefore, comments must be directed to the Board as a whole and not to individual members of the Board, staff of the District, or members of the audience.
6. Speakers must conduct themselves in a respectful and orderly manner. Public comment may be curtailed or prohibited if:
 - a. an alternative procedure exists to bring a particular type of public comment before the Board,
 - b. it includes confidential or exempt information, or is otherwise prohibited by law,
 - c. it is disruptive, defamatory, abusive, harassing, or unlawful.Disruptive behavior, including but not limited to shouting, interrupting, or engaging in personal attacks, is prohibited.

Approved: July __, 2025

BURLEIGH COUNTY WATER RESOURCE BOARD

James Landenberger, Chair

ATTEST:

Dennis Reep, Secretary-Treasurer

DRAFT

**BURLEIGH COUNTY WATER RESOURCE DISTRICT
RESOLUTION OF POLICY
REGARDING PUBLIC COMMENT REQUIREMENTS AT REGULAR MEETINGS**

WHEREAS, the Burleigh County Water Resource District (the “District”) is a North Dakota water resource district and political subdivision under Chapters 61-16 and 61-16.1 of the North Dakota Century Code.

WHEREAS, as a North Dakota political subdivision, the District is subject to North Dakota’s open meetings requirements under Chapter 44-04 of the North Dakota Century Code.

WHEREAS, during the 2025 Legislative Session, the North Dakota Legislature approved SB 2180, a bill that includes a new public meeting requirement in Chapter 44-04 for cities, counties, townships, school districts, park districts, and water resource districts (the “Public Entities”).

WHEREAS, under SB 2180, at every regularly scheduled meeting, the Public Entities must include an opportunity for members of the public to provide comments.

WHEREAS, SB 2180 directs the Public Entities to implement policies that include rules for public comments, including time limits for public speakers, total meeting time limitations for public comment, rules regarding permissible topics, and rules of decorum.

WHEREAS, as a water resource district, the District must comply with SB 2180 and approves this RESOLUTION OF POLICY in compliance with the public comment policy requirements under SB 2180.

NOW THEREFORE, BE IT RESOLVED that this RESOLUTION OF POLICY represents the District’s official policy regarding public comments at regular board meetings as mandated under SB 2180.

BE IT FURTHER RESOLVED that the District’s policy under this RESOLUTION OF POLICY ensures the public’s right to speak at a regular meeting and ensures the public comment process is orderly, efficient, and respectful.

BE IT FURTHER RESOLVED that the District approves the following policy regarding public comments at the District’s meetings, under SB 2180:

1. The District will include a public comment agenda item as the first non-procedural agenda item at all regular meetings of the District.
 - a. “Regular” meetings include the District’s regularly scheduled monthly meetings, as approved by the District and filed with the Burleigh County Auditor, all as required under N.D. Cent. Code § 44-04-20(3).

2. Each person interested in providing public comments at a meeting must submit a speaker card, in person or via email, to the District's Secretary prior to the meeting being called to order that includes:
 - a. the person's name;
 - b. the person's address; and
 - c. an agenda item from the current meeting agenda or the previous meeting agenda that the person seeks to address.
3. If a speaker card does not include all three items above, the person is disqualified and the person may not speak at the meeting.
4. The District will afford each person five (5) minutes to provide comments. The District will notify each speaker when the five minutes have expired and the speaker will promptly conclude.
5. To ensure orderly and efficient meetings, the District will limit the public comment agenda item to a total of thirty (30) minutes, regardless of how many people have submitted speaker cards.
6. The District will call on each person who has properly submitted a completed speaker card to present public comments, in the order of submission.
7. All comments must:
 - a. address the agenda item identified on the speaker card, from the current meeting agenda or the previous meeting agenda; and
 - b. be pertinent to the District.
8. Comments may not:
 - a. be defamatory, abusive, harassing, or unlawful;
 - b. include information that is exempt or confidential under North Dakota open records or open meetings law; or
 - c. interfere with the orderly conduct of the District's meeting.
9. Speakers may not yield their allotted time to another person.
10. Anyone unable or unwilling to speak in-person may submit written comments to the District's Secretary prior to the meeting; the written comments must include the person's name and address and must be pertinent to an agenda item from the current meeting agenda or the previous meeting agenda. If a person submits written comments to the District's Secretary at least twenty-four hours prior to the District's meeting, the Secretary will circulate and distribute the comments to the District's Board of Managers prior to the meeting and the District will address and discuss the comments at the meeting. If a person submits written comments to the District's Secretary less than twenty-four hours prior to a meeting, the District will not address or discuss the comments at that meeting and the Secretary will circulate and distribute the comments to the District's Board of Managers after the meeting.

BE IT FURTHER RESOLVED that this RESOLUTION OF POLICY supersedes any of the District's previous policies or practices regarding public comments at the District's meetings.

Date Approved: July __, 2025

BURLEIGH COUNTY WATER
RESOURCE DISTRICT

JAMES LANDENBERGER, Chair

ATTEST:

Secretary-Treasurer

POLICY REGARDING PUBLIC COMMENT AT REGULAR MEETINGS

Burleigh County Water Resource District

The Burleigh County Water Resource District (the “District”) is a North Dakota political subdivision subject to North Dakota’s open meetings requirements under N.D.C.C. Chapter 44-04. Pursuant to N.D.C.C. § 44-04-20.1 (2025) the District, by and through its Board of Managers (the “Board”) adopts the following policy providing an opportunity for individuals to provide public comment at the Board’s regular meetings:

1. A public comment period shall be included on the agenda for all regular meetings of the Board. A “regular” meeting means the Board’s regularly scheduled monthly meetings, as approved by the Board and filed with the Burleigh County Auditor under N.D.C.C. § 44-04-20(3).
2. An individual who wishes to provide comment at a regular meeting must provide the following information to the Water Resource Board Secretary, in writing, prior to the regular meeting being called to order: (i) his or her name and address, and (ii) the item included in the Board’s current regular meeting agenda or the Board’s prior regular meeting agenda that he or she wishes to address. Pursuant to N.D.C.C. § 44-04-20.1(2), the individual’s address is an exempt record. An individual who fails to provide the required information will not be permitted to provide public comment.
3. An individual who wishes to submit written comments must submit them to the Water Resource Board Secretary at least thirty (30) minutes prior to the Board’s regular meeting. The written comments must include the information required by section 2 of this policy. Copies of properly submitted written comments will be distributed by the Water Resource Board Secretary to the Board members prior to the regular meeting. Written comments that are not properly submitted will not be distributed to the Board members until after the regular meeting.
4. Each individual providing verbal public comment must limit his or her remarks to five (5) minutes. Time may not be transferred to another speaker. In order to ensure orderly and efficient meetings, public comment will be limited to a total of thirty (30) minutes, regardless of the number of individuals providing public comment and even if all individuals who have given notice under section 2 have not had an opportunity to speak. However, the Board may, by majority vote, extend the time for public comment.
5. Public comment (whether verbal or written) must be pertinent to the District and is limited to topics included in the agenda of the Board’s current meeting and the Board’s previous regular meeting. Public comment is for public input – not dialogue or debate with the Board or District staff. Therefore, comments must be directed to the Board as a whole and not to individual members of the Board, staff of the District, or members of the audience.
6. Speakers must conduct themselves in a respectful and orderly manner. Public comment may be curtailed or prohibited if:
 - a. an alternative procedure exists to bring a particular type of public comment before the Board,
 - b. it includes confidential or exempt information, or is otherwise prohibited by law,
 - c. it is disruptive, defamatory, abusive, harassing, or unlawful.Disruptive behavior, including but not limited to shouting, interrupting, or engaging in personal attacks, is prohibited.

Approved: July ___, 2025

BURLEIGH COUNTY WATER RESOURCE BOARD

James Landenberger, Chair

ATTEST:

Dennis Reep, Secretary-Treasurer

DRAFT

**BURLEIGH COUNTY WATER RESOURCE DISTRICT
RESOLUTION OF POLICY
REGARDING PUBLIC COMMENT REQUIREMENTS AT REGULAR MEETINGS**

WHEREAS, the Burleigh County Water Resource District (the “District”) is a North Dakota water resource district and political subdivision under Chapters 61-16 and 61-16.1 of the North Dakota Century Code.

WHEREAS, as a North Dakota political subdivision, the District is subject to North Dakota’s open meetings requirements under Chapter 44-04 of the North Dakota Century Code.

WHEREAS, during the 2025 Legislative Session, the North Dakota Legislature approved SB 2180, a bill that includes a new public meeting requirement in Chapter 44-04 for cities, counties, townships, school districts, park districts, and water resource districts (the “Public Entities”).

WHEREAS, under SB 2180, at every regularly scheduled meeting, the Public Entities must include an opportunity for members of the public to provide comments.

WHEREAS, SB 2180 directs the Public Entities to implement policies that include rules for public comments, including time limits for public speakers, total meeting time limitations for public comment, rules regarding permissible topics, and rules of decorum.

WHEREAS, as a water resource district, the District must comply with SB 2180 and approves this RESOLUTION OF POLICY in compliance with the public comment policy requirements under SB 2180.

NOW THEREFORE, BE IT RESOLVED that this RESOLUTION OF POLICY represents the District’s official policy regarding public comments at regular board meetings as mandated under SB 2180.

BE IT FURTHER RESOLVED that the District’s policy under this RESOLUTION OF POLICY ensures the public’s right to speak at a regular meeting and ensures the public comment process is orderly, efficient, and respectful.

BE IT FURTHER RESOLVED that the District approves the following policy regarding public comments at the District’s meetings, under SB 2180:

1. The District will include a public comment agenda item as the first non-procedural agenda item at all regular meetings of the District.
 - a. “Regular” meetings include the District’s regularly scheduled monthly meetings, as approved by the District and filed with the Burleigh County Auditor, all as required under N.D. Cent. Code § 44-04-20(3).

2. Each person interested in providing public comments at a meeting must submit a speaker card, in person or via email, to the District's Secretary prior to the meeting being called to order that includes:
 - a. the person's name;
 - b. the person's address; and
 - c. an agenda item from the current meeting agenda or the previous meeting agenda that the person seeks to address.
3. If a speaker card does not include all three items above, the person is disqualified and the person may not speak at the meeting.
4. The District will afford each person five (5) minutes to provide comments. The District will notify each speaker when the five minutes have expired and the speaker will promptly conclude.
5. To ensure orderly and efficient meetings, the District will limit the public comment agenda item to a total of thirty (30) minutes, regardless of how many people have submitted speaker cards.
6. The District will call on each person who has properly submitted a completed speaker card to present public comments, in the order of submission.
7. All comments must:
 - a. address the agenda item identified on the speaker card, from the current meeting agenda or the previous meeting agenda; and
 - b. be pertinent to the District.
8. Comments may not:
 - a. be defamatory, abusive, harassing, or unlawful;
 - b. include information that is exempt or confidential under North Dakota open records or open meetings law; or
 - c. interfere with the orderly conduct of the District's meeting.
9. Speakers may not yield their allotted time to another person.
10. Anyone unable or unwilling to speak in-person may submit written comments to the District's Secretary prior to the meeting; the written comments must include the person's name and address and must be pertinent to an agenda item from the current meeting agenda or the previous meeting agenda. If a person submits written comments to the District's Secretary at least twenty-four hours prior to the District's meeting, the Secretary will circulate and distribute the comments to the District's Board of Managers prior to the meeting and the District will address and discuss the comments at the meeting. If a person submits written comments to the District's Secretary less than twenty-four hours prior to a meeting, the District will not address or discuss the comments at that meeting and the Secretary will circulate and distribute the comments to the District's Board of Managers after the meeting.

BE IT FURTHER RESOLVED that this RESOLUTION OF POLICY supersedes any of the District's previous policies or practices regarding public comments at the District's meetings.

Date Approved: July __, 2025

BURLEIGH COUNTY WATER
RESOURCE DISTRICT

JAMES LANDENBERGER, Chair

ATTEST:

Secretary-Treasurer

Public Comment Policy ([NDCC 44-04](#))

Burleigh County welcomes public comment at our regularly scheduled meetings. A "Public Comment" period will be provided before the consent agenda and regular agenda.

Public Comment:

- May be available during each agenda item at the discretion of the Chair
- Time limit and appropriateness at discretion of the Chair
- Restricted to Burleigh County residents and landowners
- Presenter must sign-in with name and address on form provided
- Must be pertinent to Burleigh County
- May not interfere with the orderly conduct of the regular meeting
- May not be defamatory, abusive, harassing, or unlawful
- Should not repeat items already presented during public comment period
- Public may sign form and signify if agree or disagree rather than speaking if their comments do not add to the conversation
- May be prohibited if an alternative procedure exists to bring that particular type of public comment before the entity, the public comment includes confidential or exempt information, or the public comment is otherwise prohibited by law.

Missouri River Joint Water Board

4/10/2024

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/28/2024	Bill	2024 EAE Program	7,500.00	7,500.00		7,500.00
				Check Amount		7,500.00

PAYMENT
RECORDED

General Funds	EAE Program	7,500.00
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From: langes@midco.net
Sent: Thursday, March 28, 2024 1:54 PM
To: Wade Bachmeier; Roger Smith; jayms@restel.net; wasemranch@ndsupernet.com; vvranch4@westriv.com; btid@nemont.net; coyote@ruggedwest.com; glenngeffre@gmail.com
Cc: bcwrd@midco.net; mark@hazenlaw.com; amahoney@westriv.com; adeis@nd.gov
Subject: MRJWB support for EAE Budget
Attachments: Financials 2024.docx

Here is the MRJWB Financial Report after receiving our EAE cost share from DWR and paying all first quarter EAE expenses. As you can see, we don't have a large margin to cover EAE costs through the next quarter so if you are able to contribute again for that Initiative this is the time to do so.

Our share of the 2024 budget is \$30000. That is about $\frac{3}{4}$ of what we raised in 2022 from the counties listed below. The amounts below are *suggestions* equal to $\frac{3}{4}$ of what you contributed in 2022 for the last budget cycle.

Burleigh	\$7500
Morton	7500
Mercer	7500
Emmons	3750
Williams	3750
Stark	<u>750</u>
total	30,750

Obviously, you are more than welcome to contribute even if your county did not do so last time!

Last time (2022) we received \$10000 from SWA for EAE funding, but we have not seen that yet for this budget cycle and I am uncertain of their intentions for this budget.

Let me know if you have any questions.

Thanks for your continuing support of this important effort to Educate, Advocate and Engage our citizens on behalf of the Missouri River.

Greg Lange
Sec/Treas MRJWB

From: langes@midco.net <langes@midco.net>
Sent: Thursday, February 8, 2024 3:11 PM
To: Wade Bachmeier <wade.landmark@midconetwork.com>; Roger Smith <rogercsmittty@gmail.com>; jayms@restel.net <jayms@restel.net>; wasemranch@ndsupernet.com <wasemranch@ndsupernet.com>; vvranch4@westriv.com <vvranch4@westriv.com>; btid@nemont.net <btid@nemont.net>; coyote@ruggedwest.com <coyote@ruggedwest.com>
Cc: bcwrd@midco.net <bcwrd@midco.net>
Subject: MRJWB dues

Here is the dues notice for 2024. Your prompt action on this will be appreciated. Thanks. Please note my Bismarck address for payments.

Greg Lange
701.880.1028

NOTICE OF APPLICATION

APPLICATION FOR APPROPRIATION OF WATER
FROM GROUND WATER

TAKE NOTICE that KNIFE RIVER COMPANY - NORTH CENTRAL, BISMARCK, ND, has submitted Water Permit Application No. 7419 to the North Dakota Department of Water Resources for a permit to divert and appropriate water from ground water.

The application requests an annual appropriation of 300.0 acre-feet of water for Industrial use at a pumping rate of 1,500 gallons per minute, utilizing point(s) of diversion located in the SE1/4 of Sec. 13, T. 140 N., R. 077 W., Burleigh County.

TAKE NOTICE that written comments regarding the proposed appropriation must be filed in the Department of Water Resources, 1200 Memorial Highway, Bismarck, North Dakota 58504-5262, by 5 o'clock p.m., on the 10 day of July 2025. The Department of Water Resources shall consider all written comments received and prepare a recommended decision which will be provided to the applicant and any person who filed written comments. Those persons may file additional comments with the Department of Water Resources, request an adjudicative proceeding on the application, or both.

Dated at Bismarck, North Dakota, on May 22, 2025.

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

Notice of Application mailed to the
Burleigh County WRD Chair/office, NDDEQ,
NDGF, USFWS, and NRCS on May 22, 2025.

To be published in *Bismarck Tribune* - Bismarck, ND
on June 10 and 17, 2025.

July 2024 Bills

Name	Project	Invoice	Amount
Bain Agency	Property Insurance	3054	\$ 2,427.00
Bain Agency	General Liability and Auto Insurance	3055	\$ 5,234.00
Bismarck Parks & Rec	Jun-25	5998	\$ 28,559.19
Bliss Law Firm	General Legal	630	\$ 1,000.00
Bliss Law Firm	McDowell Dam	630	\$ 252.80
Bliss Law Firm	Drainage Complaints	630	\$ 884.80
Braun Intertec Corporation	U-Mary Slide Geotechnical Evaluation	8434335	\$ 38,898.46
Fronteer Professional Services	June Admin Work and Terminal Server	4903	\$ 2,340.00
Low Key Services (Travis Johnson)	Burnt Creek Mowing 6/28/25	100003	\$ 600.00
	TOTAL		\$ 80,196.25
Payroll:			
Fronteer Professional Services Invoice			\$ 4,845.84
FICA	To be paid in October		\$ 775.92
Federal Unemployment	To be paid in October		\$ 30.42
ND Unemployment	To be paid in October		\$ 4.04
			\$ 5,656.22
		Total Bills	\$ 85,852.47



210 East Grand Crossing
Mobridge, SD 57601

Invoice # 3054	Page 1 of 1
Account Number	Date
BURLCOU-05	6/20/2025
Balance Due On	
7/1/2025	
Amount Paid	Amount Due
	\$2,427.00

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

Property	Policy Number: FT-1914-06	Effective: 7/1/2025 to 7/1/2026
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Item #	Trans Eff Date	Due Date	Trans	Description	Amount
122132	7/1/2025	7/1/2025	RENB	Renewal of Property Effective 7/1/2025	\$2,427.00
Total Invoice Balance:					\$2,427.00

We now accept digital payments. It's fast, simple, and secure!
Easily pay your premiums via ACH or Credit Card by visiting
<https://bridgemarkis.epaypolicy.com>.

Thank you for your business!



210 East Grand Crossing
Mobridge, SD 57601

Invoice # 3055	Page 1 of 1
Account Number	Date
BURLCOU-05	6/20/2025
Balance Due On	
7/1/2025	
Amount Paid	Amount Due
	\$5,234.00

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

Business Auto	Policy Number: BA-0002495-02	Effective: 7/1/2025 to 7/1/2026
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Item #	Trans Eff Date	Due Date	Trans	Description	Amount
122134	7/1/2025	7/1/2025	RENB	Renewal of Business Auto Effective 7/1/2025	\$130.00

General Liability	Policy Number: GL-0003401-12	Effective: 7/1/2025 to 7/1/2026
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Item #	Trans Eff Date	Due Date	Trans	Description	Amount
122133	7/1/2025	7/1/2025	RENB	Renewal of General Liability Effective 7/1/2025	\$5,104.00

Total Invoice Balance: \$5,234.00

We now accept digital payments. It's fast, simple, and secure!
Easily pay your premiums via ACH or Credit Card by visiting
<https://bridgemarkis.epaypolicy.com>.

Thank you for your business!



**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: 7/7/2025
INVOICE #: 05998
DUE DATE: 7/31/2025
TOTAL DUE: 28,559.19

CUSTOMER ACCOUNT # : 1017

ITEM DESCRIPTION	UNITS	PRICE	AMOUNT
McDowell Dam June 2025	1.00	28,559.19	28,559.19
TOTAL THIS INVOICE			28,559.19

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: 7/7/2025
INVOICE #: 05998
DUE DATE: 7/31/2025
TOTAL DUE: 28,559.19

BURLEIGH COUNTY WATER RESOURCE DISTRICT

McDowell Dam Monthly Billing

Bismarck Parks & Recreation District

400 E. Front Ave

Bismarck, ND 58504

For The Month Ended June 30, 2025

Date Submitted: 7/3/2025

Salaries & Wages	\$ 11,286.37
Employer Payroll Taxes	863.41
Employee Pension & Health/Life/ Diability Benefits	2,584.75
Property & Liability Insurance	-
Operating Expenses	8,112.82
Capital Improvement Expenses	-
Total Expenses	\$ 22,847.35
Administrative Fee	
(25% of Operating Expenses)	\$ 5,711.84
(5% of Capital Improvement Expenses)	-
Total Amount Requested	\$ 28,559.19



Prepared By

Board Member



Title

McDowell Dam Monthly Billing**June-25****Salaries & Wages**

Salaries - Full time	\$ 4,749.98	
Sick Leave Overage	-	
Wages - Part time	6,536.39	
Wages - Part time (Overtime)	-	
Total Salaries & Wages		\$ 11,286.37

Employer Payroll Taxes

Social Security/Medicare	863.41	
Unemployment- ND Job Service	-	
Total Employer Payroll Taxes		863.41

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	240.00	
Service Contracts	-	
Sanitary Systems	30.00	
Parking Lots & Trail Repair	-	
Shop Supplies	-	
Janitorial Supplies	-	
Miscellaneous Supplies	80.96	
Fuel	761.88	
Repairs & Replacement	5,414.46	
Uniforms	-	
Concession Purchases	569.09	
Tools & Small Equipment less \$500	37.85	
Equipment over \$500	-	
Misc. Charges, Permits, and Licenses	-	

Expenses Incurred - NOT Previously Billed

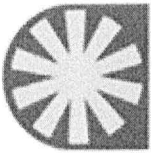
Apr/May 25 - Credit Card Fees	46.23	
	7,180.47	

Utilities

Natural Gas	-	
Electricity	559.60	
Garbage Removal	-	
Water	199.93	
Telephone	172.82	
Total Utilities	932.35	
Total Operating Expenses		8,112.82

Capital Improvements

Building and Building Remodeling	-	
Capital Equipment	-	
Capital Outlay	-	
Total Capital Improvements		-
Total Expenses		\$ 22,847.35



Bismarck Parks and Recreation District

Detail Report Account Detail

Date Range: 06/01/2025 - 06/30/2025

Account	Name		Beginning Balance	Total Activity	Ending Balance
Fund: 01 - GENERAL FUND					
01.12.000.510100					
FULL-TIME SALARIES					
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor
06/13/2025	PYPKT01592	PYPKT01592 - 2025-6/		ROBINSON, DAVID H.:000415 - McDow	
06/27/2025	PYPKT01597	PYPKT01597 - 2025-6/		ROBINSON, DAVID H.:000415 - McDow	
			25,649.89	4,749.98	30,399.87
				Amount	Running Balance
				2,374.99	28,024.88
				2,374.99	30,399.87
01.12.000.510200					
PART-TIME SALARIES					
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor
06/13/2025	PYPKT01593	PYPKT01593 - 2025-6/		JOHNSON, SETH M.:000217 - Operation	
06/13/2025	PYPKT01593	PYPKT01593 - 2025-6/		RODACKER, SARAH K.:002368 - Operatio	
06/13/2025	PYPKT01593	PYPKT01593 - 2025-6/		KAMPHUIS, MARK A.:002976 - Operatio	
06/13/2025	PYPKT01593	PYPKT01593 - 2025-6/		STERLING, PARKS K.:003909 - Operation	
06/13/2025	PYPKT01593	PYPKT01593 - 2025-6/		KIMBALL, NOEMMIE O.M.:003808 - Op	
06/13/2025	PYPKT01593	PYPKT01593 - 2025-6/		SCHWINGLER, KENSLEY M.:003809 - Op	
06/27/2025	PYPKT01598	PYPKT01598 - 2025-6/		RODACKER, SARAH K.:002368 - Operatio	
06/27/2025	PYPKT01598	PYPKT01598 - 2025-6/		JOHNSON, SETH M.:000217 - Operation	
06/27/2025	PYPKT01598	PYPKT01598 - 2025-6/		KAMPHUIS, MARK A.:002976 - Operatio	
06/27/2025	PYPKT01598	PYPKT01598 - 2025-6/		SCHWINGLER, KENSLEY M.:003809 - Op	
06/27/2025	PYPKT01598	PYPKT01598 - 2025-6/		KIMBALL, NOEMMIE O.M.:003808 - Op	
06/27/2025	PYPKT01598	PYPKT01598 - 2025-6/		STERLING, PARKS K.:003909 - Operation	
			8,481.73	6,536.39	15,018.12
				Amount	Running Balance
				1,011.75	9,493.48
				501.50	9,994.98
				575.69	10,570.67
				154.88	10,725.55
				394.56	11,120.11
				413.00	11,533.11
				501.50	12,034.61
				923.00	12,957.61
				762.50	13,720.11
				121.69	13,841.80
				759.63	14,601.43
				416.69	15,018.12
			0.00	240.00	240.00
				Amount	Running Balance
				240.00	240.00
01.12.000.520100					
PROFESSIONAL SERVICES					
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor
06/05/2025	APPKT03975	041365	219017	ANNUAL SECURITY SYS MONITOR JUNE	0416 - GREAT PLAINS SECURITY SYSTEMS
01.12.000.520400					
SANITARY SYSTEMS					
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor
06/30/2025	APPKT04001	42786	219230	BILLING 4/23/25 - 5/20/25	0846 - SPIFFY BIFFS
01.12.000.530140					
MISCELLANEOUS SUPPLIES					
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor
06/10/2025	APPKT04005	1861622A	DFT0001588	TEMPO INSECTICIDE	0948 - US BANK - ONE CARD
				Purchased From Vendor: 0352 - FARM & HOME SUPPLY, INC.	
06/10/2025	APPKT04005	6966390	DFT0001588	ROUNDUP	0948 - US BANK - ONE CARD
				Purchased From Vendor: 0785 - RUNNINGS SUPPLY INC	
06/10/2025	APPKT04005	G72244-8	DFT0001588	BATTERIES (MCD FAUCETS)	0948 - US BANK - ONE CARD
				Purchased From Vendor: 0562 - MAC'S HARDWARE	
				80.96	587.29
				Amount	Running Balance
				35.98	542.31
				21.99	564.30
				22.99	587.29

Detail Report

Date Range: 06/01/2025 - 06/30/2025

Account		Name		Source Transaction		Packet Number	Post Date	Beginning Balance		Total Activity	Ending Balance	
01.12.000.531300		FUEL						669.92		761.88	1,431.80	
										Amount	Running Balance	
06/05/2025		APPKT03975		6380						587.20	1,257.12	
06/19/2025		APPKT03990		FLTS-2025-000000009						174.68	1,431.80	

Vendor
0918 - TRI-ENERGY COOPERATIVE
0209 - CITY OF BISMARCK

Description
FUEL 169.200 GAL 5/14/25 - MCD
MAY 25 FUEL USAGE - MCD

Pmt Number
219043
219146

Detail Report

Date Range: 06/01/2025 - 06/30/2025

Account	Name			Beginning Balance	Total Activity	Ending Balance	
01.12.000.531400	REPAIRS & REPLACEMENT			7,073.26			
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
06/05/2025	APPKT03975	014877	219042	BORDER TREES - MCD	0915 - TOWNER STATE NURSERY	377.50	7,450.76
06/05/2025	APPKT03975	51898	219046	KEYS, WRIST COILS - MCD CONC	0966 - WARREN'S LOCKS & KEYS	54.00	7,504.76
06/05/2025	APPKT03975	650708	219027	FILTERS, BATTERY CRIMPER	0617 - NAPA AUTO PARTS	271.15	7,775.91
06/05/2025	APPKT03975	76375 05 5133	219024	PAINT, SPRAY BOTTLE, HOSE, HANGER	0581 - MENARDS INC	449.66	8,225.57
06/05/2025	APPKT03975	P6050246	219034	SPINDLE, GRASS DEFLECTOR, CAP SCRE	0751 - RDO EQUIPMENT CO.	686.92	8,912.49
06/10/2025	APPKT04005	1536-101213	DFT0001588	WIPER BLADES, SCREWS (LICENSE PLAT	0948 - US BANK - ONE CARD	80.97	8,993.46
				Purchased From Vendor: 0682 - O'REILLY AUTO PARTS			
06/10/2025	APPKT04005	1861622	DFT0001588	GEAR OIL, GARDEN NOZZLE	0948 - US BANK - ONE CARD	50.95	9,044.41
				Purchased From Vendor: 0352 - FARM & HOME SUPPLY, INC.			
06/10/2025	APPKT04005	1862292	DFT0001588	SHOVEL	0948 - US BANK - ONE CARD	29.99	9,074.40
				Purchased From Vendor: 0352 - FARM & HOME SUPPLY, INC.			
06/10/2025	APPKT04005	2000129-83715857	DFT0001588	AIR FILTERS (6 PK) - GOLF CARTS	0948 - US BANK - ONE CARD	95.80	9,170.20
				Purchased From Vendor: 0964 - WALMART COMMUNITY BRC			
06/10/2025	APPKT04005	2000131-06849208	DFT0001588	INFLATABLE STAND UP PADDLE BOARD (0948 - US BANK - ONE CARD	239.78	9,409.98
				Purchased From Vendor: 0964 - WALMART COMMUNITY BRC			
06/10/2025	APPKT04005	2000131-12775532	DFT0001588	GATOR BLADES	0948 - US BANK - ONE CARD	262.50	9,672.48
				Purchased From Vendor: 0964 - WALMART COMMUNITY BRC			
06/10/2025	APPKT04005	21967 08 3666	DFT0001588	PATIO BLOCKS (12), MORTAR MIX	0948 - US BANK - ONE CARD	101.49	9,773.97
				Purchased From Vendor: 0581 - MENARDS INC			
06/10/2025	APPKT04005	25-3041	DFT0001588	SHACKLES	0948 - US BANK - ONE CARD	198.40	9,972.37
				Purchased From Vendor: 0767 - RIGGING & TOOLS, INC			
06/10/2025	APPKT04005	51225-05740	DFT0001588	BUNGEE CORD, BULBS	0948 - US BANK - ONE CARD	38.29	10,010.66
				Purchased From Vendor: 0964 - WALMART COMMUNITY BRC			
06/10/2025	APPKT04005	51877 05 9834	DFT0001588	CONDUIT, RAIN CAP, ELBOW, CONNECT	0948 - US BANK - ONE CARD	176.49	10,187.15
				Purchased From Vendor: 0581 - MENARDS INC			
06/10/2025	APPKT04005	6973599	DFT0001588	TAILPIECE-DISH BRANCH	0948 - US BANK - ONE CARD	6.79	10,193.94
				Purchased From Vendor: 0785 - RUNNINGS SUPPLY INC			
06/10/2025	APPKT04005	76375 04 7644	DFT0001588	PVC, COUPLING, BOLTS, HOSE BARB (D	0948 - US BANK - ONE CARD	92.98	10,286.92
				Purchased From Vendor: 0581 - MENARDS INC			
06/10/2025	APPKT04005	G74266-8	DFT0001588	EYE HOOK, CLAMP	0948 - US BANK - ONE CARD	72.62	10,359.54
				Purchased From Vendor: 0562 - MAC'S HARDWARE			
06/10/2025	APPKT04005	G74527-8	DFT0001588	COUPLING	0948 - US BANK - ONE CARD	6.98	10,366.52
				Purchased From Vendor: 0562 - MAC'S HARDWARE			
06/10/2025	APPKT04005	S104706225.001	DFT0001588	FAUCET (MCD)	0948 - US BANK - ONE CARD	306.25	10,672.77
				Purchased From Vendor: 0272 - DAKOTA SUPPLY GROUP			
06/19/2025	APPKT03990	1536-104406	219174	DOOR HANDLE, FUEL AND OIL FILTERS,	0682 - O'REILLY AUTO PARTS	59.67	10,732.44
06/19/2025	APPKT03990	1536-105971	219174	7 RV SOCKET (TRAILER PLUG)	0682 - O'REILLY AUTO PARTS	19.99	10,752.43

Detail Report

Date Range: 06/01/2025 - 06/30/2025

Account	Post Date	Packet Number	Name	Source Transaction	Pmt Number	Description	Vendor	Beginning Balance	Total Activity	Ending Balance
01.12.000.531400	06/19/2025	APPKT03990	REPAIRS & REPLACEMENT - Continued	37368	219158	PEDAL BOAT PARTS - MCD	6741 - GREAT LAKES COMPOSITE	7,073.26	5,414.46 Amount 1,735.29	12,487.72 Running Balance 12,487.72
01.12.000.531600	06/05/2025	APPKT03975	CONCESSION PURCHASES	10219003	219031	BEVERAGE PRODUCT 5/19/25 - MCD C	0701 - PEPSI/AMERICAS	0.00	569.09 Amount 413.67	569.09 Running Balance 413.67
06/10/2025	APPKT04005		52325-03999		DFT0001588	ICE CREAM, POP - MCD CONCESSIONS	0948 - US BANK - ONE CARD		155.42	569.09
			Purchased From Vendor: 0964 - WALMART COMMUNITY BRC							
01.12.000.531700	06/10/2025	APPKT04005	TOOLS & SMALL EQUIP LESS \$500	2000129-99607859	DFT0001588	TREE PLANTING AUGER	0948 - US BANK - ONE CARD	533.72	37.85 Amount 37.85	571.57 Running Balance 571.57
			Purchased From Vendor: 0964 - WALMART COMMUNITY BRC							
01.12.000.540130	06/30/2025	APPKT03999	ELECTRICITY		219193	MAY 25 (5/1/25 - 6/1/25)	0175 - CAPITAL ELECTRIC COOPERATIVE	2,669.16	559.60 Amount 559.60	3,228.76 Running Balance 3,228.76
01.12.000.540150	06/30/2025	APPKT04001	WATER		219229	JUNE 25 BILLING	0837 - SOUTH CENTRAL REGIONAL WATER	446.65	199.93 Amount 199.93	646.58 Running Balance 646.58
01.12.000.540160	06/10/2025	APPKT04005	TELEPHONE	5125MCD	DFT0001588	MAY25 PHONE/INTERNET CHARGES MC	0948 - US BANK - ONE CARD	892.48	172.82 Amount 172.82	1,065.30 Running Balance 1,065.30
			Purchased From Vendor: 0087 - BEK COMMUNICATIONS							
01.12.000.550100	06/30/2025	APPKT04001	HEALTH INSURANCE		219206	JUNE 25 HEALTH BENE	0209 - CITY OF BISMARCK	10,453.75	2,090.75 Amount 2,090.75	12,544.50 Running Balance 12,544.50
Total Fund: 01 - GENERAL FUND:								Beginning Balance: 57,526.89	Total Activity: 21,443.71	Ending Balance: 78,970.60
Grand Totals:								Beginning Balance: 57,526.89	Total Activity: 21,443.71	Ending Balance: 78,970.60

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

No. 104133

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

Name Great Plains Security
Address _____

Vendor 416
Date 5-28-25

Notes

Alarm monitoring McDowell Dam Maint Shop
June 2025 thru May 2026

		Project Number	Cost
Acct #	<u>01.12.000.520700^{qtr}</u>		
Description			<u>240.00</u>
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Total			<u>240.00</u>

Employee's Signature [Signature]

Manager's Signature [Signature]

Approved By [Signature]

ORIGINAL

Great Plains Security Systems
919 S 7th St. Ste. 300
Bismarck, ND 58504

Invoice Date: 05/15/25
Customer Number: 1369
Invoice Number: 041365
Monitoring No: 0356
Premise Phone:
Due Date: 05/28/25
Amount Due: \$240.00

McDowell Dam Maint. Shop
C/O Bismarck Park Board 400 E. Front Av
Bismarck, ND 58504

Great Plains Security Systems
919 S 7th St. Ste. 300
Bismarck, ND 58504

Please detach and return this coupon with your payment.

Great Plains Security Systems

Invoice Number: 041365

1369 McDowell Dam Maint. Shop @ C/O Bismarck Park Board 400 E. Front Av

<u>Date</u>	<u>Current Account Activity</u>	<u>Amount</u>
	Previous Balance	240.00
	Last Payment Received -	- 240.00
	Balance Forward	0.00
	*** New Charges ***	
05/28/25	Monitoring Electronic Security System	240.00

DUE UPON RECEIPT

*All Charges are Billed Annually for Service
Provided From June 2025 Thru May 2026*

Please pay on or before May 28, 2025

\$240.00

For billing questions please call customer service at (701)222-8817

SPIFFY BIFFS

Vendor # 846

Billing Date: 5/20/2025
Billing Period: 4/23/25 - 5/20/25

received invoice on 6/23/25

Location	Amount
23rd Street Park	90.00
Bark Park	60.00
Clem Kelley Diamond 6	45.00
Clem Kelley Path	120.00
Clem Kelley Softball	60.00
Municipal Ballpark	120.00
Community Gardens (Municipal Ballpark area)	60.00
Cottonwood - Haaland Baseball field	180.00
Cottonwood - Reichert Field Special	120.00
Cottonwood - BMX accessible	90.00
Cottonwood BMX	60.00
Cottonwood Fields 14 & 15	120.00
Cottonwood Fields 8 & 9	120.00
Cottonwood Soccer Temp	120.00
Cottonwood Soccer West	120.00
Cottonwood Temp by Fastpitch (north of Haaland)	120.00
Cottonwood Temp by Bthrm near 3 & 4	120.00
Duemeland Park Accessible Unit	45.00
Eagles Park	60.00
Gisi Memorial Park	60.00
Heritage Park Accessible Unit	90.00
Hidden Star Park	30.00
Hillside Park (Lions)	120.00
Horizon Tennis	60.00
Igoe Park	60.00
Jaycee Park	180.00
McQuade Diamond Enclosures	330.00
New Generations Park	15.00
Nishu Bowmen Archery	15.00
Normandy Park	60.00
Optimist Park	120.00
Pioneer Park Overlook	60.00
Scheels Complex	180.00
Sertoma North Bathrooms	120.00
Sertoma -300 Riverside Park Rd	60.00
Sertoma Walking Path (Accessible unit)	90.00
Silbernagel Park	60.00
South Meadow Park	60.00
Steamboat Park	120.00
Sunrise Park	60.00
Tatley/Eagles Park	60.00
Tom O'Leary Maintenance Shop	120.00
Tom O'Leary Golf #14 and Maintenance Road	120.00
Tom O'Leary Golf -	120.00
Pebble Creek Golf	210.00
Riverwood Golf Course	60.00
Riverwood Pro Shop	30.00
Sibley Park	30.00
Sibley Boat Ramp	90.00
McDowell Dam	30.00
Total	4,650.00

01.04.000.520400	3,840.00
01.05.110.520400	360.00
01.05.120.520400	210.00
01.05.100.520400	90.00
01.06.200.520300	-
01.15.000.520400	120.00
01.12.000.520400	30.00
01.19.000.520400	-
TOTAL	4,650.00

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 # 42786**DATE** 05/20/2025**DUE DATE** 06/17/2025**PURCHASE ORDER**

BISMARCK PARKS / ALL UNITS

ACTIVITY	QTY	RATE	AMOUNT
Portable Toilet Basic Service Sertoma Walking Path (Accessible Unit)	1	90.00	90.00
Portable Toilet Basic Service Century Bark Park	1	60.00	60.00
Portable Toilet Basic Service Jaycee Park	3	60.00	180.00
Portable Toilet Basic Service Pebble Creek Golf	3.50	60.00	210.00
Portable Toilet Basic Service Sibley Park	0.50	60.00	30.00
Portable Toilet Basic Service Scheels Complex	3	60.00	180.00
Portable Toilet Basic Service Gisi Park	1	60.00	60.00
Portable Toilet Basic Service Igoe Park	1	60.00	60.00
Portable Toilet Basic Service Sunrise Park	1	60.00	60.00
Portable Toilet Basic Service Normandy Park	1	60.00	60.00
Portable Toilet Basic Service Steamboat Park	2	60.00	120.00
Portable Toilet Basic Service Lions Park	2	60.00	120.00
Portable Toilet Basic Service Optimist Park	2	60.00	120.00
Portable Toilet Basic Service Tom O'Leary Golf (#14 and Main.)	2	60.00	120.00
Portable Toilet Basic Service Tom O'Leary Golf [other units]	2	60.00	120.00
Portable Toilet Basic Service Pioneer Overlook	1	60.00	60.00
Portable Toilet Basic Service	1	60.00	60.00

BILLING PERIOD 4/23 thru 5/20/25

ACTIVITY	QTY	RATE	AMOUNT
Riverwood Golf			
Portable Toilet Basic Service	1	60.00	60.00
Pioneer Trailhead			
Portable Toilet Basic Service	1	60.00	60.00
Sertoma-300 Riverside Park Rd			
Portable Toilet Basic Service	5.50	60.00	330.00
McQuades Softball			
Portable Toilet Basic Service	1	60.00	60.00
South Meadow Park			
Portable Toilet Basic Service	3	60.00	180.00
Haaland Field			
Portable Toilet Basic Service	1	60.00	60.00
Tatley 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	1	90.00	90.00
GENERAL SIBLEY BOAT RAMP (Accessible Unit)			
Portable Toilet Basic Service	1	90.00	90.00
23RD ST PARK, BISMARCK (Accessible Unit)			
Portable Toilet Basic Service	0	60.00	0.00
NEUENS HORSE ARENA			
Portable Toilet Basic Service	1	60.00	60.00
SILBERNAGEL PARK			
Portable Toilet Basic Service	2	60.00	120.00
CLEM KELLEY BY PATH SOUTH / ELKS			
Portable Toilet Basic Service	2	60.00	120.00
COTTONWOOD REICHERT FIELD			
Portable Toilet Basic Service	2	60.00	120.00
COTTONWOOD FIELDS 14 & 15			
Portable Toilet Basic Service	2	60.00	120.00
COTTONWOOD FIELDS 8 & 9			
Portable Toilet Basic Service	1	60.00	60.00
COTTONWOOD BMX			
Portable Toilet Basic Service	1	90.00	90.00
COTTONWOOD BMX (Accessible Unit)			
Portable Toilet Basic Service	2	60.00	120.00
COTTONWOOD PARKING LOT WEST OF SOCCER			
Portable Toilet Basic Service	2	60.00	120.00
SERTOMA NORTH PATH BATHROOMS			
Portable Toilet Basic Service	0.50	60.00	30.00
HIDDEN STAR PARK			
Portable Toilet Basic Service	2	60.00	120.00
TOM O'LEARY MAINTENANCE SHOP			

BILLING PERIOD 4/23 thru 5/20/25

ACTIVITY	QTY	RATE	AMOUNT
Portable Toilet Basic Service MUNICIPAL BALLPARK GARDEN	0	60.00	0.00
Portable Toilet Basic Service NISHU ARCHERY RANGE	0.25	60.00	15.00
Portable Toilet Basic Service NEW GENERATION PARK	0.25	60.00	15.00
Portable Toilet Basic Service ELK RIDGE PARK	0	60.00	0.00
Portable Toilet Basic Service PARKS DEPT. SHOP.	0	60.00	0.00
Portable Toilet Basic Service HORIZON PARK TENNIS	1	60.00	60.00
Portable Toilet Basic Service E-OLD 10, MCDOWELL DAM	0.50	60.00	30.00
Portable Toilet Basic Service CLEM KELLY TENNIS COURT	1	60.00	60.00
Portable Toilet Basic Service COTTONWOOD SOCCER	2	60.00	120.00
Portable Toilet Basic Service CLEM KELLY NEAR BATHROOM BY #2	0.75	60.00	45.00
Portable Toilet Basic Service COTTONWOOD BY BATHROOM BY # 3 & 4	2	60.00	120.00
Portable Toilet Basic Service Eagles Park	1	60.00	60.00
Portable Toilet Basic Service TEMP AT RIVERWOOD PRO SHOP	0.50	60.00	30.00
Portable Toilet Basic Service SWEET & WASHINGTON W SIDE OF BASEBALL SHOP, BISMARCK	2	60.00	120.00
Portable Toilet Basic Service FAST PITCH	2	60.00	120.00
Portable Toilet Basic Service HERITAGE PARK (Accessible Unit)	1	90.00	90.00
Portable Toilet Basic Service DUEMELAND PARK 710 N 35TH ST (Accessible Unit)	0.50	90.00	45.00

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

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

SUBTOTAL	4,650.00
TAX	0.00
TOTAL	4,650.00
BALANCE DUE	\$4,650.00



FARM & HOME SUPPLY, INC.

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

Customer's Order No. _____		Date <u>5 2 2025</u>					
Name <u>Bismarck Parks & Rec</u>							
Address _____							
<u>Visa 229</u>							
SOLD BY <u>7</u>	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	
QUAN	DESCRIPTION					PRICE	AMOUNT
3	Qt 85w140 gear oil					999	29.97
1	Garden nozzle						10.99
1	Garden nozzle						9.99
2	Clyconce Ultra Tempo Insecticide					1799	35.98
							86.93
<div><div><div>CUSTOMER COPY</div><div>SALE AMOUNT</div><div>\$86.93</div></div><div><div>05/02/2025</div><div>CREDIT CARD</div><div>15:11:31</div></div><div><div>FARM HOME SPLY INC</div><div>1406 E MAIN</div><div>BISMARCK, ND 585010000</div></div><div><div>Card #</div><div>XXXXXXXXXXXXXXXX6465</div><div>Chip Card:</div><div>VISA CREDIT</div><div>AID:</div><div>A0000000031010</div><div>SEQ #:</div><div>32</div><div>Batch #:</div><div>633</div><div>INVOICE</div><div>33</div><div>Approval Code:</div><div>031611</div><div>Entry Method:</div><div>Chip Read</div><div>Mode:</div><div>Issuer</div><div>Tax Amount:</div><div>\$0.00</div><div>Cust Code:</div><div>481</div></div></div>							
All claims and returned goods MUST be accompanied by this bill.							
Received By <u>1861622</u>						TAX	
						TOTAL	



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

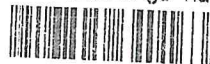
PROD ID	QTY	UM	PRICE	TOTAL
ROUNDUP W&G COMFORT WAND 1GAL RTU				
6201528	1	EA	27.99	
Sale Price			21.99	21.99 n
SUBTOTAL				21.99
Tax				0.00
TOTAL				21.99
Visa				21.99
xxxxxxxxxxxx6485 (Approved)				
CARDHOLDER/VISA				

You Saved Today
\$6.00

05/12/25 13:28:18 016 81660564016
1610111 BISMARCK PARKS & RECREATION
ATB: *ALL NEED A PO
GOV: 1610111
PO NUMBER: McDowell
INVOICE #: 6966390 WSID: RWS00579
9BA39C04-508D-4813-BB8D-6919C5F98A07
4304HK 5.2.24.1104 TILL ID: 04

Thanks for choosing Runnings!

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



COPY

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

PAGE NO 1

PHONE: (701) 221-0654

CUST NO:	JOB NO:	PURCHASE ORDER:	REFERENCE:	TERMS:	CLERK:	DATE / TIME:
700850	000			NET 10TH	MS6275	5/14/25 3:24

DUE DATE: 6/10/25 TERMINAL: 1811

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

SHIP TO:
HAADEM/JERAD E

BISMARCK ND 58504

701-222-6464

TAX: 108 BISMARCK 1.5 ND 5 CO 1

INVOICE: G72244/8

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	1	1	EA	1004402	MN1500B20 ALKLN BTTRY AA 20PK <i>McDowell Dam Fix Faucet Jerad Haadem</i>		1	22.99 /EA	22.99 N

** PAID IN FULL **

22.99

TAXABLE 0.00

NON-TAXABLE 22.99

(STATEMENTS)

SUBTOTAL 22.99

TAX AMOUNT 0.00

22.99

TOTAL 22.99



BANKCARD PAYMENT
BKCRD# XXXXXXXXXXXXX3407

TOT WT: 0.00
MID: ***6749

APP: 068847

XR: 672244

X

Received By



All Gasoline is Detergent Additized

- UN-DYED

THE PRICE OF THIS DIESEL FUEL:

INCLUDE FEDERAL MOTOR FUEL TAXES
AND DOES NOT CONTAIN VISIBLE
EVIDENCE OF DYE.

DYED

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

COPY

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

No. 104216

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

Name Bismarck - City of

Vendor 209

Address _____

Date 6-9-25

Notes Fuel charges May 2025

		Project Number	Cost
Acct #	01.04.000.531300		3,925.94
Description	Park ops fuel		
Acct #	01.19.000.531300		234.16
Description	Burleigh County fuel		
Acct #	01.12.000.531300		174.68
Description	McDowell Dam fuel		
Acct #	01.15.000.531300		607.67
Description	Gen Sibley fuel		
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Total			4,942.45

Employee's Signature [Signature]

Manager's Signature [Signature]

Approved By [Signature]

ORIGINAL



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

INVOICE

DATE: 05/31/2025
DUE DATE: 06/30/2025
CUSTOMER NO: 509
INVOICE NO: FLTS-2025-00000009
DEPARTMENT: 660 Public Works Service
Operations

PARKS & RECREATION
400 E FRONT AVE

BISMARCK, ND 58504-5641

Billing Inquiries:
Public Works
(701)355-1700

Description	Quantity	Unit Price	Total Price
Sale of Fuel-Hwys/Streets	1	\$396.7100	\$396.71
Sale of Unleaded Fuel-Hwy/St	1	\$4,545.7400	\$4,545.74
Invoice Total:			\$4,942.45
Prepaid Amount:			-\$0.00
Balance Due:			\$4,942.45

Park Ops
3,925.94

County
234.16

McDowell
174.68

Sibley
607.67

= 4942.45

- tear here -

City of Bismarck

Simple Invoice By Account For Driver


Date Range From : 05/01/2025 12:00:00AM To : 05/31/2025 11:59:00PM

Driver	Driver Name	# of Trans	Price	Total Quantity	Total Amount
Account : 1099 PARKS & REC					
Product : 01 Unleaded					
2522000000001464	PARKS/ DAN S.	2	\$2.450	57.380	\$142.10
2522000000001708	PARKS // JACOB BAKKEN	1	\$2.450	10.900	\$26.71
2522000000002179	PARKS/ LYNN M.	3	\$2.450	64.690	\$158.49
2522000000002202	PARKS // DAVE MAYER	1	\$2.500	24.730	\$61.83
2522000000002720	PARKS /// ADAM KELLER	2	\$2.450	47.950	\$118.62
2522000000002722	PARKS /// MERKEL RILEY	4	\$2.450	88.990	\$219.06
2522000000002723	PARKS // JOSH BECKER	1	\$2.450	26.510	\$64.95
2522000000003072	PARKS // TROY FINK	3	\$2.450	59.430	\$146.25
2522000000003157	PARKS / MARTHA	1	\$2.450	26.860	\$65.81
2522000000003275	PARKS / JACE CARROLL	6	\$2.450	124.080	\$305.13
2522000000003278	PARKS/MILLER, RYAN	5	\$2.450	103.260	\$255.00
2522000000003414	PARKS / JEFF OSTER	2	\$2.450	53.610	\$131.34
2522000000003425	PARKS / JOEY LAFAVE	3	\$2.450	79.580	\$196.33
2522000000003427	PARKS /// PAT GILHOLLY	1	\$2.450	21.160	\$51.84
2522000000003597	PARKS /// SHOP	9	\$2.450	178.720	\$441.49
2522000000003598	PARKS /// SHOP	4	\$2.450	64.440	\$159.05
2522000000003604	PARKS /// ROBINSON	3	\$2.450	70.830	\$174.68
2522000000003751	PARKS ///// SHOP	2	\$2.500	24.630	\$61.58
2522000000003760	PARKS ///// STEVE G	6	\$2.450	94.980	\$234.16
2522000000003787	JHADEEM - BAD CARD	1	\$2.450	25.000	\$61.25
2522000000003827	PARKS / BOSCH JAMIE	2	\$2.450	41.790	\$102.38
2522000000003836	PARKS / MATZKE, BRAD	3	\$2.450	78.560	\$193.95
2522000000003954	Parks/Rich H	3	\$2.450	78.360	\$191.99
2522000000003955	PARKS/BALES, COLIN	1	\$2.450	29.610	\$72.54
2522000000003956	PARKS/CHAD BOEHM	5	\$2.450	38.340	\$94.41
2522000000004126	PARKS/MIKE SULLIVAN	4	\$2.450	101.040	\$249.73
2522000000004145	Emmyy Videen Parks Rec	2	\$2.450	59.000	\$145.15
2522000000004181	PARKS, DAVID GLATT	4	\$2.450	94.610	\$232.90
2522000000004185	PARKS ///// HAADEM ,JERAD	3	\$2.450	75.790	\$187.02
Totals for Product :				1844.830	\$4,545.74
Product : 02 Clear Diesel					
2522000000004145	Emmyy Videen Parks Rec	3	\$2.840	139.440	\$396.71
Totals for Product :				139.440	\$396.71
Totals for Account :				1984.270	\$4,942.45

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

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

Notes ✓ recs

Acct #	Project Number	Cost
01.12.000.531400		377.50
Border Traces		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Employee's Signature 		Total 377.50

Employee's Signature 

Manager's Signature Michael J. Smith

Approved By

ORIGINAL



NORTH DAKOTA FOREST SERVICE

Towner State Nursery 878 Nursery Road, Towner, ND 58788-9500
Email:tnursery@srt.com

Phone: (701) 537-5636
Fax: (701) 537-5680

INVOICE

CUSTOMER NO

3907

INVOICE NO

014877

DATE

05/13/2025

BILL TO

BISMARCK PARKS AND REC
C/O DAVID ROBINSON
1951 93rd ST NE
Bismarck, ND 58504

SOLD TO

BISMARCK PARKS AND REC
C/O DAVID ROBINSON
1951 93rd ST NE
Bismarck, ND 58504

SHIP DATE

05/13/2025

ORDER NO

015483

SHIP TO

BISMARCK PARKS AND REC
C/O DAVID ROBINSON
1951 93rd ST NE
Bismarck, ND 58504

SHIP VIA

Pickup

ORDER DATE

03/06/2025

CUST. PO

TERMS

Net Due

COMMENTS

QUANTITY	PRODUCT DESCRIPTION	SIZE	UNIT PRICE	AMOUNT
Conifer - Bareroot				
100	Ponderosa pine	6-15" (2-1)	1.050	105.00
Conifer - Container				
50	Siberian larch	8-12"	1.300	65.00
Hardwoods - Bareroot				
100	Caragana	15-18" (2-0)	0.950	95.00
50	Sandcherry	12-18" (1-0)	0.950	47.50
Hardwoods - Container				
50	Bur oak	6-15"	1.300	65.00

350

SubTotal:	\$377.50
Freight - Truck:	\$0.00
Freight - UPS:	\$0.00
Pack. / Handling:	\$0.00
Sales Tax:	\$0.00
	\$0.00
Discounts:	\$0.00
Payments Received:	\$0.00
TOTAL DUE:	\$377.50

WARREN'S LOCKS & KEYS**Lock & Safe • Sales & Service**

920 E. Front Avenue, Suite C

BISMARCK, ND 58504

(701) 223-0938**WORK ORDER****INVOICE****51898**NAME Bismarck Parks + Reels DATE 5/23/15

ADDRESS _____

LOCATION David Koppen PHONE _____

TERMS _____

MATERIAL	QTY.	DESCRIPTION	PRICE	AMOUNT
	4	M1 KEYS	3.50	14.00
	4	Am Key	3.50	14.00
	4	508 L	3.50	14.00
	4	W/Atat	3.00	12.00
			Total Material	

LABOR	DESCRIPTION	HRS/RATE	AMOUNT

☐ MAIN DOOR ☐ REAR DOOR ☐ WINDOW ☐ SAFE
☐ FRONT DOOR ☐ HALL DOOR ☐ CLOSET ☐ PATIO DOOR
☐ SIDE DOOR ☐ INSIDE ☐ _____

☐ OPEN LOCKS ☐ INSTALL ☐ REPIN
☐ SAFE ☐ PROGRAM ☐ MASTER KEY
☐ _____

TOTAL LABOR	
SUB-TOTAL	
TAX	7.80
TOTAL	54.00

AUTHORIZATION FOR SECURITY / EMERGENCY SERVICES

I hereby certify that I have the authority to order the lock, key, or security work designated above. Further, I agree to absolve the locksmith who bears this authorization from any and all claims arising from the performance of such work.

SIGNATURE [Signature] DATE _____

IF AUTO	
YEAR	Make
MODEL	
LICENSE NO.	

COPY

No. 102217

Name NAPA

Vendor 617

Address _____

Date 5/16/25

Notes Parts and tools

Acct #	Project Number	Cost
01.12.000.531400		271.15
Filters and battery crimper		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Employee's Signature		Total 271.15

Employee's Signature [Signature]

Manager's Signature M. M. C. C. C.

Approved By _____

ORIGINAL

NAPA AUTO PARTS

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

Time: 11:27 Invoice Number 650708
Date: 05/03/2025
Page: 1/1 eInvoice# MIN00250650708

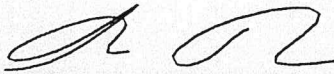
10460
BISMARCK PARKS & RECREATION
605 W ARBOR AVE
BISMARCK, ND 58504

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

Y Y
OCR
4000072506507085

Part Number	Line	Description	Quantity	Price	Net	Total
6438	FIL	LIPSEAL	5.00	69.16	30.4300	152.15 R
11981	SIR	TIT HYDRAULIC BATTERY CRIMPER	1.00	0.00	119.0000	119.00

Employee: 294 , MARTIN (MARTY)
Sales Rep: 0 , Salesman
Accounting Day: 3



Customer Signature
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

NO RETURN ON ELECTRICAL
OR INSTALLED PARTS...

Subtotal 271.15
TAXABLE 80 - 2025 APRI 8.0000% 0.00

Total 271.15
Charge Sale 271.15

CUSTOMER COPY

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

No. 102220

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

Name Menards

Vendor 581

Address _____

Date 5/29/25

Notes Repairs & Maintenance

		Project Number	Cost
Acct #	<u>01.12.000.531400</u>		<u>499.66</u>
Description	<u>Paint, Spray bottle, hose and hanger</u>		
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Total			<u>499.66</u>

Employee's Signature [Signature]

Manager's Signature [Signature]

Approved By [Signature]

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 08/27/25

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



CHARGE SALE

PO # mcdowell
Invoice # 4382
Account: 30500255
Guest Name: G- BISMARCK PARKS & REC

Tax Exempt Certificate ID: 05		
Exempt Type: null		
SPRAY BOTTLE ALL AROUND		
2743368	3 @1.99	5.97
DELUXE HOSE HANGERS BLK		
2740298		9.98
1/2"X25' RV & MARINE HOS		
2741079		16.99
4" PRO GARDEN STAPLE-50P		
2689979	25 @4.99	124.75
CBT SLD ACRYLIC DECK NTLB		
5533175		54.99
CBT SLD ACRYLIC DECK NTLB		
5533184		236.98
TOTAL SALE		449.66
CHARGE		449.66

TOTAL NUMBER OF ITEMS = 32

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
3713

I acknowledge this purchase is governed
by the terms and conditions posted in the
front of the store and authorize Menards,
Inc. to bill the above named account and
agree to pay for the goods according to
the terms of the credit agreement which
is on file.

mm



Ship to: N/A

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

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

Branch
BISMARCK CP
Date
05/20/25
Account No.
6455018
Ship Via
Tax Exemption Number
E4674
Time
09:32:30 (R)
Phone No.
7012226455
Purchase Order
Federal ID Number
Salespers
DUJ

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

PARTS INVOICE

ORDER#: 055759

- ** Buy parts online and view your invoices at RDOequipment.com/account
Create your FREE RDO Account today!
- ** Save up to 15% on select combine parts purchases of \$500+
through Aug. 31, 2025. Use code WEBCOMBINE25 online.

Part#	Description	Bin	ORD	ISS	SHP	B/O	U	Price	Amount
TCA25356	Spindle	BC01156	2	2	2			234.07	468.14
19M7489	CAP SCREW	V21H1	2	2	2			5.08	10.16
M123522	WASHER	V18B50	2	2	2			17.76	35.52
M163053	Grass Deflector	V08F41	2	2	2			18.31	36.62
TCU12600	BUSHING	BC01156	4	4	4			11.50	46.00
TCU12034	BEARING	BC01156	4	4	4			22.62	90.48

701-202-7539

Mower repair

TOTAL DUE RDO 686.92

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

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

TOTAL WEIGHT=> 30.16

COPY

Thank you for your Business

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



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	1536-101213
Sale Type	CHG. CARD SALE
Date	05/16/2025 11:06 AM
Ship Via	
PO Number	dave

Counter #	Customer Account	Ordered By	Special Instructions
149113	806814		

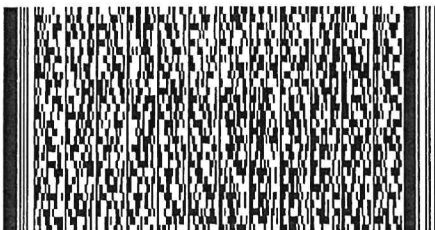
Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Net	Extended
1	RNX	870426	WIPER BLADE	1Y	EA	N	67.78	37.99	37.99
1	RNX	870418	WIPER BLADE	1Y	EA	N	67.78	37.99	37.99
1	CSS	80430	LP HARDWARE	1Y	EA	N	8.46	4.99	4.99

↑
License Plate Screws

3 Items

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

Chip Used: Y A0000000031010 0000000000 06011203A00000 Verified By Not Verified REF #: 364359988280 AUTH CD: 054218



Sub-Total	80.97
Sales Tax	0.00
Total	80.97
VISA #6485	80.97

WWW.OREILLYPRO.COM

Warranty/Garantía: www.oreillypro.com/warranty

WE APPRECIATE YOUR BUSINESS!

1536WS150 Remit To: PO BOX 9464, SPRINGFIELD, MO 65801-9464



FARM & HOME SUPPLY, INC.

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

Customer's Order No. _____		Date <u>5 2 25</u>				
Name <u>Bismarck Parks & Rec</u>						
Address _____						
<u>Visa 229</u>						
SOLD BY <u>7</u>	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
QUAN.	DESCRIPTION				PRICE	AMOUNT
3	<u>Qt 85W140 gear oil</u>				999	29.97
1	<u>Garden nozzle</u>					10.99
1	<u>Garden nozzle</u>					9.99
2	<u>Clymer Ultra Tempo</u>				1799	35.98
	<u>Insecticide</u>					86.93

50.95

FARM HOME SPLY INC 1406 E MAIN BISMARCK, ND 585010000		05/02/2025 15:11:31	
CREDIT CARD		VISA SALE	
Card # XXXXXXXXXXXXXXX6485		VISA CREDIT	
Chip Card: A0000000031010		32	
AID: A0000000031010		633	
SEQ #: 32		33	
Batch #: 33		031611	
INVOICE		Chip Read	
Approval Code: 031611		Issuer	
Entry Method:		Tax Amount: \$0.00	
Mode:		Cust Code: 481	
SALE AMOUNT		\$86.93	
CUSTOMER COPY			
All claims and returned goods MUST be accompanied by this bill.		TAX	
1861622 Received By		TOTAL	

COPY



FARM & HOME SUPPLY, INC.

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

Customer's Order No. _____		Date <u>5-14-2025</u>					
Name <u>Bismarck Parks & Rec</u>							
Address _____							
<u>Visa 229</u>							
SOLD BY <u>7</u>	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	
QUAN.	DESCRIPTION					PRICE	AMOUNT
<u>1</u>	<u>Shovel</u>						<u>29.99</u>
FARM HOME SUPPLY II 1406 E MAIN BISMARCK, ND 585010000 05/14/2025 08:58:12 CREDIT CARD VISA SALE XXXXXXXXXXXX6185 VISA CREDIT A0000000031010 3 643 3 055899 Chip Read Issuer \$0.00 481 Card # Chip Card: AID: SEQ #: Batch #: INVOICE Approval Code: Entry Method: Mode: Tax Amount: Cust Code:						SALE AMOUNT <u>\$29.99</u>	CUSTOMER COPY
All claims and returned goods MUST be accompanied by this bill.						TAX	
1862292 Received By _____						TOTAL	

PROFORMS • 701-222-1212

B-9

COPY

Spread the love Support Black-led brands.

BLACK &
UNLIMITED

Sponsored

Walmart

Apr 25, 2025 order
Order# 2000129-83715857



New Stens 100-954 Air Filter Shop 6 Pack For Yamaha G11 G16 G20 G21 Golf Carts

Qty1 \$95.80

Subtotal

\$95.80

Tax

\$0.00

Total

\$95.80



Charge history Your transaction activity for this order



Payment method





Save with Walmart+

Sponsored ⓘ



May 17, 2025 order
Order# 2000131-06849208



Bifanuo Inflatable Stand Up Paddle Board with SUP Accessories & Backpack. Non-Slip Deck,Wide Stance,Bottom Fin,Double Action Pump and Repair Kit.Youth & Adult Standing Boat Qty 1 \$119.89


More from this order

Bifanuo Inflatable Stand Up Paddle Board with SUP Accessories & Backpack. Non-Slip Deck,Wide Stance,Bottom Fin,Double Action Pump and Repair Kit.Youth & Adult Standing Boat Qty 1 \$119.89

Subtotal \$840.18
\$239.78

Tax \$0.00

Total \$239.78

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

Payment method



COPY



Taste a great summer Bring out the best.



Sponsored



May 16, 2025 order
Order# 2000131-12775532



12PK Oregon 396-743 G6 Gator Blades for 72" John Deere M141669, M142514

Qty 1 \$262.50

Subtotal

\$262.50

Tax

\$0.00

Total

\$262.50



Charge history Your transaction activity for this order



Payment method



COPY

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 07/28/25

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

TYPE S MORTAR MIX		
1891180	3 @10.27	30.81 NT
16" EZ SLATE 40LB		
1791289	12 @5.89	70.68 NT

TOTAL SALE	101.49
VISA CREDIT 6485	101.49
PO #	mcclowel
Auth Code:	065300
Contactless	
a0000000031010	
ARQC -	6e9604241914a292

TOTAL NUMBER OF ITEMS = 15

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
3709

GUEST COPY

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, Lisa

21967 08 3666 04/29/25 01:41PM 3055

Give us feedback @ survey.walmart.com
Thank you! ID #:7VPBH1JM3HW

Walmart*

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

ST# 01534 OP# 008364 TE# 90 TR# 05740
ITEMS SOLD 7

TC# 6469 2438 0920 9467 850



BUNGEE CORD	003920823447	
4 AT 1 FOR	5.47	21.88 0
HT 2PK 48	695768070117	
3 AT 1 FOR	5.47	16.41 0

SUBTOTAL 38.29

TOTAL 38.29

VISA TEND 38.29

VISA CREDIT **** * 6485 I 3

APPROVAL # 057738

REF # U3680401470

TRANS ID - 585132680727982

VALIDATION - 4KMH

PAYMENT SERVICE - E

AID A0000000031010

AAC B967E3EADD22A622

TERMINAL # 56363924

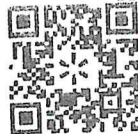
*NO SIGNATURE REQUIRED

05/12/25

13:54:35

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.
05/12/25 13:54:41

COPY

MENARDS - BISMARCK
3300 State Street
Bismarck, ND 58503

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 08/17/25

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

1/2" X 10' EMT CONDUIT		
3651333	4 @5.86	23.44 NT
1/2"X25' LQDT MTL COND		
3654194		62.00 NT
4" FRESH AIR INTAKE		
6393038	2 @16.99	33.98 NT
4" GALV RAIN CAP		
6394011		13.69 NT
4" ROUND ELBOW 26GA		
6393011		6.69 NT
1/2" FLX S.SCRW CONNCTR		
3653564		3.30 NT
1/2" 3HL 1 GANG DEEP BOX		
3612958	2 @8.70	17.40 NT
WALLGRIPPER#BX2-1/4W/SCR		
2340224		6.48 NT
1/2" EMT S.SCRW CONNCTR		
3653629		2.96 NT
1/2" EMT STEEL COMP CNCT		
3654721		3.68 NT
SCREW EYE #0, 2-7/8"		
2254702		0.89 NT
TARP/ROPE HOOK 2"		
2255125	2 @0.99	1.98 NT

TOTAL SALE 176.49
VISA CREDIT 6485 176.49
PO # MCDOWEL
Auth Code:000552
Chip Inserted
a0000000031010
TC - 724e6c912466c0e1

TOTAL NUMBER OF ITEMS = 18

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:

COPY



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

PROD ID	QTY UM	PRICE	TOTAL
TAILPIECE-DISH BRANCH			
6500436	1 EA	6.79	6.79 n
SUBTOTAL			6.79
Tax			0.00
TOTAL			6.79
Visa			6.79
xxxxxxxxxxxx6485 (Approved)			
CARDHOLDER/VISA			

05/20/25 09:17:09 016 81760073016
1610111 BISMARCK PARKS & RECREATION
ATB: *ALL NEED A PO
GOV: 1610111
PO NUMBER: McDowell
INVOICE #: 6973599 WSID: RSIWS1950
ED777370-909D-4A32-A261-B16FD3172CB7
4304MK 5.3.25.319 TILL ID: 01

Thanks for choosing Runnings!

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



COPY

MENARDS - BISMARCK
3300 State Street
Bismarck, ND 58503

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

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items on this receipt will be in the form
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return is done after 07/23/25

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

COPY

2" FEMALE CAM CAP		
6914860		14.99 NT
4 OZ ALI. PURP HANDY PACK		
6931118		7.81 NT
2" PVC COUPLING		
6892018	2 @0.69	1.38 NT
2" 90DEG SCH40 ELBOW		
6897770	2 @2.39	4.78 NT
SQR U-BOLT 3/8"X3"X7"		
2257165	3 @4.79	14.37 NT
2"MALE CAM X 2"FIP COUPL		
6914802		4.99 NT
2"FEM CAM X 2"HOSE BARB		
6914828		12.99 NT
2"PLASTIC SUCTION STRAIN		
6914750		8.49 NT
2" PVC MALE ADAPTER		
6897276	2 @2.11	4.22 NT
2X10 SOLID CORE PVC PIPE		
6899943	2 @9.48	18.96 NT

TOTAL SALE 92.98
VISA CREDIT 6485 92.98
PO # mcdowell
Auth Code:007373
Contactless
a0000000031010
ARQC - 2cd54ed48f034195

TOTAL NUMBER OF ITEMS = 16

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
3708

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

PHONE: (701) 221-0654

CUST NO: 700850	JOB NO: 000	PURCHASE ORDER:	REFERENCE:	TERMS: NET 10TH	CLERK: MS6275	DATE / TIME 5/22/25
--------------------	----------------	-----------------	------------	--------------------	------------------	------------------------

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

BISMARCK ND 58504
701-222-6464

SHIP TO:
CARDHOLDER/VISA

DUE DATE: 6/10/25

TERMINAL: 1811

TAX: 108 BISMARCK 1.5 ND 5 CO 1

INVOICE: G7420

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTEN
1	2	2	EA	1035110	16-1/2X9 HOOK/EYE TRNBCKL 1500LB		2	21.99 /EA	
2	16	16	EA	1660666	260-3/8 3/8IN WR RP CLP STL GLV		16	1.79 /EA	
					<i>Electrical</i>				
					COPY				

** PAID IN FULL **

72.62

TAXABLE
NON-TAXABLE
SUBTOTAL

(STATEMENTS)



TOT WT: 0.00
MID: ***6749

BANKCARD PAYMENT
BKCRD# XXXXXXXXXXXXX6485

APP: 084486

XR: 674266

TAX AMOUNT

72.62

TOTAL

X

Received By

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

PAGE

PHONE: (701) 221-0654

CUST NO: 700850	JOB NO: 000	PURCHASE ORDER:	REFERENCE:	TERMS: NET 10TH	CLERK: TC30018927	DATE / TI 5/22/2
--------------------	----------------	-----------------	------------	--------------------	----------------------	---------------------

DUE DATE: 6/10/25 TERMINAL: 1811

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

SHIP TO:
CARDHOLDER/VISA

BISMARCK ND 58504

701-222-6464

TAX: 108 BISMARCK 1.5 ND 5 CO 1

INVOICE: G745

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/	PER	EXT
1	2	2	EA	1538032	20221/22221 1/2 EMT COUPLING 5BG <i>Electrical</i>		2	3.49	/EA	

** PAID IN FULL **

6.98

TAXABLE
NON-TAXABLE
SUBTOTAL

COPY



TOT WT: 0.00
MID: ***6749

BANKCARD PAYMENT
BKCRD# XXXXXXXXXXXXX6485

APP: 013622

XR: 674527

6.98

TAX AMOUNT

TOTAL

X

Received By



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



Ship Ticket

SHIP DATE		ORDER NUMBER	
05/14/2025		S104706225.001	
ORDERED BY	JARRED	PAGE NO.	
DSG - BISMARCK MECHANICAL 901 S 26TH ST BISMARCK, ND 58504-6856 Phone 701-223-3130			1 of 2

SOLD TO:

Mcdowell Dam
Fix faucet
Jared Hatten

SHIP TO:

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

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

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON							
84223		MCDOWELL DAM				Barry Schmidt							
WRITER		SHIP VIA		WAREHOUSE		ORDER DATE	FREIGHT ALLOWED						
Ryan Pfleger		CNTR		Ship: NDBI Price: NDBI		05/14/2025	No						
ORDER QTY	SHIP QTY	DESCRIPTION				UNIT PRICE	EXT PRICE						
1ea	1ea	ZURN Z6915-XL FCT SNSR AQUASENSE 4" CENTERSET BATTERY OPERATED LEAD FREE W/ NO MIXING Pn: 60894 Amount Paid Today 05/14/2025 -306.25				306.247/ea	306.25						
<div>Credit Card Information A0000000031010 Card Type: Visa Merchant ID: Thank You Card Number: XXXXXXXXXXXX3407 Card Holder: BISMARCK PARKS AND Charge Amount: \$306.25 Response: / Auth Code: 091167 Time/Date: 03:41pm 05/14/2025 Approved SIGNATURE NOT REQUIRED Signature: _____ I agree to pay above total amount according to card issuer agreement. ARQC F837F9FC9AAB13BB</div>													
2023/05/14 03:42:34 PM S104706225.001 <i>Jared Hatten</i> JARED													

**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	1536-104406
Sale Type	CHARGE SALE
Date	05/30/2025 2:54 PM
Ship Via	
PO Number	seth

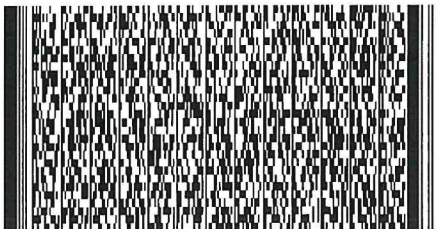
Counter #	Customer Account	Ordered By	Special Instructions
149113	806814	seth	

Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Net	Extended
1	MTM	77572	INT DR HANDL	LT	CD	N	50.83	29.07	29.07
			1999 Chevrolet K2500 Pickup 4WD						
1	MTM	82560	O-RINGS	1Y	CD	N	16.93	4.83	4.83
			1999 Chevrolet K2500 Pickup 4WD V8 5.7L 350ci GAS MFI vin R L31 OHV						
1	WIX	33481	FUEL FILTER	1Y	EA	N	45.75	17.84	17.84
			1999 Chevrolet K2500 Pickup 4WD V8 5.7L 350ci GAS MFI vin R L31 OHV						
1	WIX	51036	OIL FILTER	1Y	EA	N	25.41	7.93	7.93
			1999 Chevrolet K2500 Pickup 4WD V8 5.7L 350ci GAS MFI vin R L31 OHV						

COPY

4 Items

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



X

Customer Signature



Sub-Total	59.67
Sales Tax	0.00
Total	59.67

WWW.OREILLYPRO.COM

Warranty/Garantia: www.oreillypro.com/warranty

WE APPRECIATE YOUR BUSINESS!

1536WS150 Remit To: PO BOX 9464, SPRINGFIELD, MO 65801-9464



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	1536-105971
Sale Type	CHARGE SALE
Date	06/06/2025 12:34 PM
Ship Via	
PO Number	seth

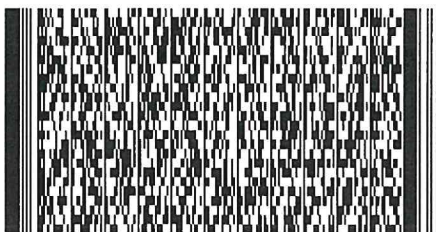
Counter #	Customer Account	Ordered By	Special Instructions
149113	806814	seth	

Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Net	Extended
1	HOP	48480	7 RV SOCKET	3Y	EA	N	33.88	19.99	19.99

COPY

1 Item

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



X
Customer Signature



Sub-Total	19.99
Sales Tax	0.00
Total	19.99

WWW.OREILLYPRO.COM

Warranty/Garantia: www.oreillypro.com/warranty

WE APPRECIATE YOUR BUSINESS!

1536WS150 Remit To: PO BOX 9464, SPRINGFIELD, MO 65801-9464

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

No. 102223

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

Name Great Lakes Composite Vendor 6741

Address _____ Date 6/9/25

Notes Pedal boat parts

		Project Number	Cost
Acct #	<u>01.12.000.53140</u>		
Description	<u>parts for pedal boats</u>		<u>1735.29</u>
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
		Total	<u>1735.29</u>

Employee's Signature [Signature]

Manager's Signature [Signature]

Approved By [Signature]

ORIGINAL

Great Lakes Composite
 401 S. Delaney Rd
 Owosso, MI 48867
 (989)723-8997 Fax # (989)723-6165

Invoice

Date	Invoice #
5/29/2025	37368

Bill To
Bismarck Parks and Rec David Robinson 1951 93rd St NE Bismarck, ND 58501

Ship To
Bismarck Parks and Rec David Robinson 1951 93rd St NE Bismarck, ND 58501 701-226-4955

P.O. Number	S.O. No.	Terms	CUSTOMER	BOAT #/REF
email - David	19342	Net 30		

Qty	SO #	Item Code	Description	Price Each	Amount
1	19342	ARP1026	Inside Greasable Bearing (2) Galvanized	66.48	66.48
2	19342	ARP1033	Starboard Pedal- Black- set (4)pc	90.00	180.00
2	19342	WHAC-SST-PW	Paddle Wheel- PW- Stainless Steel	400.00	800.00
1	19342	ARP1031	Tiller Handle Repair Kit Pw 4 & Animals	44.48	44.48
2	19342	ARP1025	Outside Bearing set (2) Galvanized	66.48	132.96
1	19342	ARP1003	Rudder Mount Bracket- Alum	57.37	57.37
5	19342	ARP1005	Collar for Crank-SST	16.00	80.00
1	19342	ARP1002	Link Rod Connector	69.00	69.00
1	19342	ARP2004	Rudder for PW's	80.00	80.00
1	19342	Pallet Charge	Pallet Charge	50.00	50.00
1	19342	Freight Out	Freight Out - estimated	175.00	175.00

				Total	\$1,735.29
				Payments/Credits	\$0.00
Please Remit Payment to: 1732 Crooks Rd Troy, MI 48084				Balance Due	\$1,735.29

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

No. 102214

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

Name Pepsi

Vendor 701

Address _____

Date 5/19/25

Notes CONCESSIONS

		Project Number	Cost
Acct #	<u>01.12.000.531600</u>		<u>413.67</u>
Description	<u>Soft drinks for concessions</u>		
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Total			<u>413.67</u>

Employee's Signature [Signature]

Manager's Signature [Signature]

Approved By [Signature]

ORIGINAL

Delivery Date	Terms	Invoice Number	Due Date	PO Number
05/19/25	Net 30	10219003	06/18/25	102214

Addresses

Bill To:

6149187
 BIS PARKS & REC C/O MCDOWELL DAM
 1951 93RD ST NE,
 BISMARCK,
 ND,
 585018514,
 US

Ship To:

6149187
 6149187
 BIS PARKS & REC C/O MCDOWELL DAM
 1951 93RD ST NE
 BISMARCK, ND, 585018514,
 US

Invoice Details

Description	UPC #	Quantity	UOM	Price	Amount
DR PEP ORG CAN 12OZ 12P2CFM	78000803990	1	CS	\$11.89	\$11.89
MTN DEW ORG CAN 12OZ 12P2CFM	10012000809962	1	CS	\$11.89	\$11.89
PEPSI COL CAN 12OZ 12P2C FM	10012000809948	1	CS	\$11.89	\$11.89
PEPSI WC WLDCHR CAN 16OZ 1P12C	10012000140706	1	CS	\$11.66	\$11.66
DT PEPSI COLA CAN 12OZ 12P2CFM ORIG	10012000171861	1	CS	\$11.89	\$11.89
STRY LEM LIM CAN 12OZ 12P2CFM	10012000221603	1	CS	\$11.89	\$11.89
AQF WTR PET 20OZ 1P24C S	10012000001595	2	CS	\$19.80	\$39.60
PUR LF SWTTEA PET 18.5OZ 1P12C	12000286421	1	CS	\$18.92	\$18.92
PUR LF UNSWTNOLEM PET 18.5OZ 1P12C	12000286438	1	CS	\$18.92	\$18.92
STRBK TRPLSHT VNL CAN 11OZ 1P12C SLK	10098100100420	1	CS	\$29.47	\$29.47
STRBK TRPLSHT MOCH CAN 11OZ 1P12C SLK	10098100100406	1	CS	\$29.47	\$29.47
CELSIUS LF SPFJAPLPR CAN 12OZ 1P12C SLK	10889392010173	1	CS	\$23.61	\$23.61
CELSIUS LF SPORG CAN 12OZ 1PK12CS SLK	10889392000310	1	CS	\$23.61	\$23.61
CELSIUS LF SPWDBRY CAN 12OZ 1PK 12CS SLK	10889392000327	1	CS	\$23.61	\$23.61
CELSIUS LF SPWTML CAN 12OZ 1PK 12CS SLK	10889392003625	1	CS	\$23.61	\$23.61
TROP PP ORNJUCE PET 11OZ 1P12C NOPLP NEW	48500207185	1	CS	\$19.64	\$19.64
TROP PP CRNBCOK PET 11OZ 1PK 12CS NEW	48500207154	1	CS	\$19.64	\$19.64
GAT FRPNCH PET 20OZ 1P24C	52000328660	1	CS	\$36.23	\$36.23
GAT GLFRZ PET 20OZ 1PK 24CS	10052000324867	1	CS	\$36.23	\$36.23
				Total:	\$413.67

Give us feedback @ survey.walmart.com
Thank you! ID #:7VPCK7JM1PQ



WM Supercenter
701-223-3066 Mgr. TIM
2717 ROCK ISLAND PL
BISMARCK ND 58504
ST# 01534 OP# 005503 TE# 19 TR# 03999

ITEMS SOLD 27
TC# 5176 6918 1575 8697 8156 6



GREAT VALUE	078742084630 F	2.97 0
GREAT VALUE	078742084630 F	2.97 0
GREAT VALUE	078742084630 F	2.97 0
GREAT VALUE	078742084630 F	2.97 0
KLONDIKE	075856139010 F	4.24 0
KLONDIKE	075856139010 F	4.24 0
MARS IC	047677336450 F	8.63 0
MARS IC	047677336450 F	8.63 0
MARS IC	047677336450 F	8.63 0
GV FDG BAR	078742375720 F	2.84 0
GV FDG BAR	078742375720 F	2.84 0
KLONDIKE	075856024150 F	4.24 0
KLONDIKE	075856024150 F	4.24 0
BL RBN CLSSC	070640015500 F	6.48 0
BL RBN CLSSC	070640015500 F	6.48 0
BL RBN CLSSC	070640300120 F	6.48 0
GREAT VALUE	078742142230 F	5.76 0
GREAT VALUE	078742142230 F	5.76 0
GREAT VALUE	078742142230 F	5.76 0
TWX IC 12PK	047677484950 F	8.63 0
TWX IC 12PK	047677484950 F	8.63 0
TWX IC 12PK	047677484950 F	8.63 0
BL RBN CLSSC	070640015510 F	6.48 0
BL RBN CLSSC	070640015510 F	6.48 0
BOMB POP	070640014720 F	5.48 0
BOMB POP	070640014720 F	5.48 0
PEPSI	012000809990 F	8.48 N

CONCESSIONS

SUBTOTAL 155.42
TOTAL 155.42

VISA TEND 155.42
CHANGE DUE 0.00

VISA CREDIT- 6485 I 3 APPR#030306
155.42 TOTAL PURCHASE
REF # 514398133935
TRANS ID - 585143631639991
VALIDATION - TFDN
PAYMENT SERVICE - E
AID A0000000031010
TERMINAL # 57215586
*No Signature Required

05/23/25 12:32:42

COPY

Order# 2000129-99607859

Have an issue with your order? [Get help](#)

Start a return



Delivery

Delivered on May 08

Return eligible until Sat, Jun 07

Delivery address

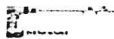
David Robinson
1951 93rd St NE, Bismarck, ND 58501

COPY

Sold and shipped by [Esbenshades Garden Center](#)

1 item

*Tree Planting
Aug 20*



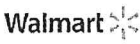
Payment method



Ending in 6485

\$37.85

Your payment method has a temporary hold for \$37.85.
An updated charge will appear on your statement within
10 business days.



Invoice

May 04, 2025 order
Order# 2000129-99607859

Subtotal (1 item)

\$37.85

Tax

\$0.00

Total

\$37.85

Order# 2000129-99607859





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

06/13/2025
868001
06/30/2025

Billing Summary

Previous Balance	\$210.72
Payment(s) Received	Thank You! \$-210.72
Balance Forward	\$0.00
Charges	\$243.46
Amount Due	\$243.46

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

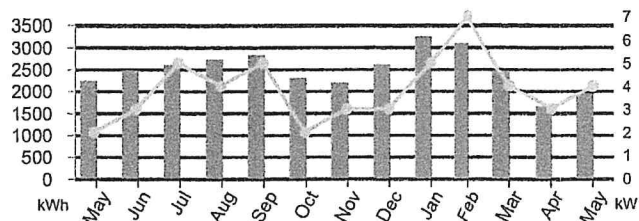
Message(s) On-Peak Occurred: 05/12/2025 6:30 PM - 7:00 PM
Grid Capacity Occurred: 02/17/2025

Service Address: SEC 27SW MCDOWELL HOUSE

Meter #	Rate Description	From	To	Days	Previous	Present	Mult.	kWh	kW
86861804	RURAL RESIDENTIAL/SMALL COMM	05/01/2025	06/01/2025	31	141213	143178	1	1965	4.746

Detail of Charges

Monthly Base		\$31.00
Energy	1965 kWh @ \$0.08161	\$160.36
On-Peak Demand	4.746 kW @ \$5.00	\$23.73
Grid Capacity	14.184 kW @ \$2.00	\$28.37
Current Charges		\$243.46



PERIOD ENDING	MAY 2024	MAY 2025
Avg Daily Temp	56	58
Avg Daily kWh	72	63

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
06/30/2025
\$243.46

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

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



360350000868001000024346000024711061320252



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

06/13/2025
868002
06/30/2025

Billing Summary

Previous Balance		\$308.61
Payment(s) Received	Thank You!	\$-308.61
Balance Forward		\$0.00
Charges		\$278.00
Amount Due		\$278.00

1 7

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

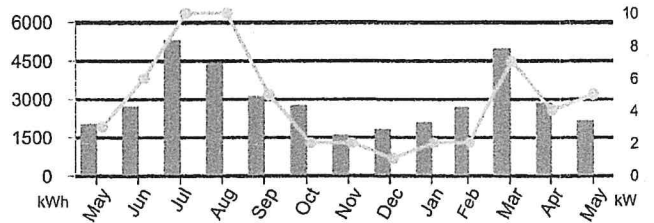
Message(s) On-Peak Occurred: 05/12/2025 6:30 PM - 7:00 PM
Grid Capacity Occurred: 07/15/2024

Service Address: SEC 27 MCDOWELL REC AREA

Meter #	Rate Description	From	To	Days	Previous	Present	Mult.	kWh	kW
78904864	COINCIDENT PEAK	05/01/2025	06/01/2025	31	4013	4067	40	2160	5.760

Detail of Charges

Monthly Base		\$24.00
Energy	2160 kWh @ \$0.03583	\$77.39
On-Peak Demand	5.76 kW @ \$24.70	\$142.27
Grid Capacity	12.72 kW @ \$2.70	\$34.34
Current Charges		\$278.00



PERIOD ENDING	MAY 2024	MAY 2025
Avg Daily Temp	56	58
Avg Daily kWh	66	70

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

868002
06/30/2025
\$278.00

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

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



360350000868002000027800000028217061320250



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

06/13/2025
868029
06/30/2025

Billing Summary

Previous Balance	\$36.20
Payment(s) Received	<i>Thank You!</i> \$-36.20
Balance Forward	\$0.00
Charges	\$38.14
Amount Due	\$38.14

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

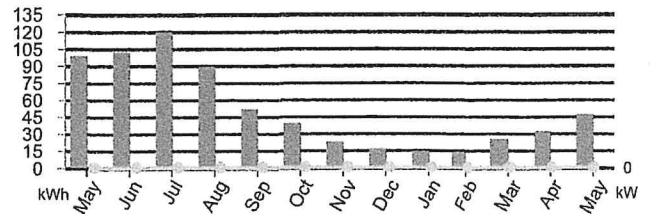
Message(s) On-Peak Occurred: 05/12/2025 6:30 PM - 7:00 PM
Grid Capacity Occurred: 06/08/2024

Service Address: 1951 NE 93RD ST

Meter #	Rate Description	From	To	Days	Previous	Present	Mult.	kWh	kW
93622953	RURAL RESIDENTIAL/SMALL COMM	05/01/2025	06/01/2025	31	3774	3821	1	47	0.158

Detail of Charges

Monthly Base		\$31.00
Energy	47 kWh @ \$0.08161	\$3.84
On-Peak Demand	0.158 kW @ \$5.00	\$0.79
Grid Capacity	1.254 kW @ \$2.00	\$2.51
Current Charges		\$38.14



PERIOD ENDING	MAY 2024	MAY 2025
Avg Daily Temp	56	58
Avg Daily kWh	3	2

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
06/30/2025
\$38.14

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

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



360350000868029000003814000003871061320254



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

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

Account Number: 05791540-00
Service Address: MCDOWELL DAM PARK
Billing Date: 06/20/2025
Current Charges: 106.68
Past Due Charges: 0.00
Amount Due by 07/10/2025: 106.68
Amount Due After 07/10/2025: 110.68

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



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

883 Web ID

Amount Enclosed: _____

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Please Make Checks Payable to: SOUTH CENTRAL REGIONAL WATER or SCWD

Account Number: 05791540-00
Service Address: MCDOWELL DAM PARK
Last Payment: 37.95 - 06/09/2025
Billing Date: 06/20/2025

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

Current Reading: 06/01/2025 637200
Previous Reading: 05/01/2025 627500
Usage: 9700

Important Messages

REMINDER: YOU MAY NOW PAY YOUR BILL VIA DEBIT OR
CREDIT CARD. YOU CAN CALL 844-793-7222 OR VISIT
[HTTPS://SOUTHCENTRAL.BILLINGDOC.NET](https://southcentral.billingdoc.net)
IN ORDER TO DO SO YOU WILL NEED YOUR WEB ID FROM
YOUR BILL

IF YOU PAY BY CREDIT OR DEBIT CARD THE VENDOR THAT
PROCESSES THE PAYMENTS DOES CHARGE A SERVICE FEE

IF YOU WOULD LIKE YOUR BILL E-MAILED TO YOU SEND
REQUEST TO JSCHMIDT@SOUTHCENTRALWATERND.COM

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

USAGE ON THIS BILL IS FROM MAY

OUR OFFICE WILL BE CLOSED FRIDAY, JULY 4TH.
HAVE A SAFE AND HAPPY HOLIDAY WEEKEND!

Service	Current	Past-Due	Balance
MONTHLY MINIMUM	34.00	0.00	34.00
WATER COST	72.68	0.00	72.68
Totals:	106.68	0.00	106.68
DUE DATE	07/10/2025		

THANK YOU FOR YOUR PREVIOUS PAYMENT

USAGE HISTORY IN GALLONS

JUN 2024	JUL 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024	DEC 2024	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUN 2025
16800	30200	39800	29300	21600	3900	300	500	200	100	200	1000	9700
H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD

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





**South Central
Regional Water
District**

P.O. Box 4182

Bismarck, ND 58502-4182

(701) 258-8710 • Fax (701) 223-6041

Office Hours M-Th 8-4:30 and F 8-4

www.southcentralwaternd.com

Account Number:

05790400-00

Service Address:

MCDOWELL DAM HOUSE

Billing Date:

06/20/2025

Current Charges:

93.25

Past Due Charges:

0.00

Amount Due by 07/10/2025:

93.25

Amount Due After 07/10/2025:

97.25



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



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

776 Web ID

Amount Enclosed: _____

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Please Make Checks Payable to: SOUTH CENTRAL REGIONAL WATER or SCWD

Account Number: 05790400-00
Service Address: MCDOWELL DAM HOUSE
Last Payment: 50.59 - 06/09/2025
Billing Date: 06/20/2025

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

Current Reading: 06/01/2025 2317900
Previous Reading: 05/01/2025 2309900
Usage: 8000

Important Messages

REMINDER: YOU MAY NOW PAY YOUR BILL VIA DEBIT OR CREDIT CARD. YOU CAN CALL 844-793-7222 OR VISIT [HTTPS://SOUTHCENTRAL.BILLINGDOC.NET](https://southcentral.billingdoc.net) IN ORDER TO DO SO YOU WILL NEED YOUR WEB ID FROM YOUR BILL

IF YOU PAY BY CREDIT OR DEBIT CARD THE VENDOR THAT PROCESSES THE PAYMENTS DOES CHARGE A SERVICE FEE

IF YOU WOULD LIKE YOUR BILL E-MAILED TO YOU SEND REQUEST TO JSCHMIDT@SOUTHCENTRALWATERND.COM

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

USAGE ON THIS BILL IS FROM MAY

OUR OFFICE WILL BE CLOSED FRIDAY, JULY 4TH. HAVE A SAFE AND HAPPY HOLIDAY WEEKEND!

Service	Current	Past-Due	Balance
MONTHLY MINIMUM	34.00	0.00	34.00
WATER COST	59.25	0.00	59.25
Totals:	93.25	0.00	93.25
DUE DATE	07/10/2025		

THANK YOU FOR YOUR PREVIOUS PAYMENT

USAGE HISTORY IN GALLONS

JUN 2024	JUL 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024	DEC 2024	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUN 2025
10800	10800	10800	68800	28900	15500	2900	3100	3000	3200	3600	2600	8000
H-HELD	ESTIMATE	ESTIMATE	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

Previous Bill	Payment/Adj	Current Billing	Total Due
\$223.12	\$223.12CR	\$172.82	\$172.82

MESSAGE CENTER

Billing Inquiries Call: 1(888)475-2361

Payments received after 04-30 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 MAY 20, 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.

All BEK offices will be closed Monday, May 26, 2025, in observance of Memorial Day.

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.

KNOW WHAT'S BELOW - Don't risk damaging cable or pipes when you dig. One phone call could save you a lot of frustration, time, and money. Whether you are a professional contractor, a homeowner, or working the family farm, the law states that you must call 811 or file a free online ticket at least 48 hours before you dig. Go to ndonecall.com for more (Continued on subsequent pages)

BILL AT A GLANCE 05/01/2025
BISMARCK PARKS & REC

BALANCE FROM LAST BILLING		223.12
Payments Received	04-02	223.12CR
Previous Balance Due		.00

SUMMARY BY SERVICE TYPE

BUSINESS LINE METERED	64.00
TELEPHONE SERVICES	8.24CR
INTERNET SERVICES	66.50
MANDATED FEES	4.06
MISCELLANEOUS SERVICES	46.50
INTERNET SERVICES	.00

CURRENT BILLING AMOUNT	172.82
-------------------------------	---------------

Credit Card Payment -- Do Not Pay	172.82
--	---------------

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

05/01/2025 000000

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

Payment Due	Total Due
Invoiced	\$172.82
Enter Amount Paid	
Credit Card	

BISMARCK PARKS & REC
400 EAST FRONT
BISMARCK ND 58504

4 3328

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



3652900000120580070122370160000172826



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 05/01-05/31		32.00
BUSINESS LINE		
CALLER ID		
TOLL RESTRICTION		
BUSINESS LINE METERED SUBTOTAL		32.00
TELEPHONE SERVICES 05/01-05/31		
MULTIPLE PRODUCT CREDIT - BASIC PHONE	1	- 5.00
FEDERAL TAX		- .15
TELEPHONE SERVICES SUBTOTAL		- 5.15
MANDATED FEES 05/01-05/31		
E911 FEE-BURLEIGH CO	1	2.00
TELECOMMUNICATIONS RELAY SERVICE FUND	1	.03
MANDATED FEES SUBTOTAL		2.03
MISCELLANEOUS SERVICES 05/01-05/31		
60 MONTH TERM AGREEMENT		
YOUR 60 MONTH TERM AGREEMENT EXPIRES ON 04/30/30		
MISCELLANEOUS SERVICES SUBTOTAL		.00
SUB-TOTAL		28.88
CURRENT BILLING AMOUNT		28.88
Credit Card Payment -- Do Not Pay		
28.88		
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 05/01-05/31		32.00
BUSINESS LINE		
CALLER ID		
TOLL RESTRICTION		
BUSINESS LINE METERED SUBTOTAL		32.00
TELEPHONE SERVICES 05/01-05/31		
MULTIPLE PRODUCT CREDIT - BASIC PHONE	1	- 5.00
ON PREMISE EXTENSION - PHONE ONLY	1	2.00
FEDERAL TAX		- .09
TELEPHONE SERVICES SUBTOTAL		- 3.09
MANDATED FEES 05/01-05/31		
E911 FEE-BURLEIGH CO	1	2.00
TELECOMMUNICATIONS RELAY SERVICE FUND	1	.03
MANDATED FEES SUBTOTAL		2.03
MISCELLANEOUS SERVICES 05/01-05/31		
60 MONTH TERM AGREEMENT		
YOUR 60 MONTH TERM AGREEMENT EXPIRES ON 04/30/30		
MISCELLANEOUS SERVICES SUBTOTAL		.00
SUB-TOTAL		30.94
CURRENT BILLING AMOUNT		30.94
Credit Card Payment -- Do Not Pay		
30.94		
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 05/01-05/31		
MULTIPLE PRODUCT CREDIT - INTERNET	1	- 5.00
INTERNET PROMO 05/01		- 30.00
YOUR INTERNET PROMO EXPIRES ON 04/30/26		
BUSINESS 1/2 GBPS LIGHTBAND	1	101.50
INTERNET SERVICES SUBTOTAL		66.50
MISCELLANEOUS SERVICES 05/01-05/31		
60 MONTH TERM AGREEMENT		
YOUR 60 MONTH TERM AGREEMENT EXPIRES ON 04/30/30		

AUTO PAY & SMARTHUB CREDIT	1	- 5.00
MISCELLANEOUS SERVICES SUBTOTAL		- 5.00

INTERNET SERVICES		
BROADBAND USAGE - 0.21 GBS 04/30		
INTERNET SERVICES SUBTOTAL		.00
SUB-TOTAL		61.50
CURRENT BILLING AMOUNT		61.50
Credit Card Payment -- Do Not Pay		
61.50		

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 05/01-05/31		
60 MONTH TERM AGREEMENT		
YOUR 60 MONTH TERM AGREEMENT EXPIRES ON 04/30/30		
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 05/01-05/31		
60 MONTH TERM AGREEMENT		
YOUR 60 MONTH TERM AGREEMENT EXPIRES ON 04/30/30		
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

214762

Page 1 of 3

THIS IS NOT A BILL

Statement Period	04/01/25 - 04/30/25
Merchant Number	5166188001078800
Customer Service	1-855-786-5871



COLR637F 1101 8888 124

07 250502 PAGE 00001 OF 00001

00214762

SUMMARY

An overview of account activity for the statement period.

Page	2	Amounts Submitted	0.00
Page	3	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



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

474861

Page 1 of 5

THIS IS NOT A BILL

StatementPeriod	05/01/25 - 05/31/25
Merchant Number	5166188001078800
Customer Service	1-855-786-5871



SUMMARY

An overview of account activity for the statement period.

Page	3	Amounts Submitted	\$654.68
Page	3	Third Party Transactions	0.00
Page	3	Adjustments/Chargebacks	0.00
Page	3	Fees Charged	-\$38.73
Total Amount Funded to Your Bank			\$615.95

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

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

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

July 9, 2025

Invoice #630

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
6/18/2025 (312) Prepare for board meeting; attend board meeting.		1,000.00
(904) Receipt and review of McDowell Dam overspray issue; follow-up telephone call to Dave at Parks & Rec regarding same; follow-up email to Chairman Landenberger regarding same; telephone discussion with Mike Gunsch regarding same.	0.80 316.00/hr	252.80
6/19/2025 (960-2) Legal research regarding drain tile statutes; follow-up telephone call to Mike Gunsch regarding drain tile application before the board.	1.00 316.00/hr	316.00
6/23/2025 (960-2) Telephone call from Mike Gunsch regarding legislative changes to drain tile statute; discuss board's drain tile policy.	0.80 316.00/hr	252.80
(960-2) Prepare for Teams call with board members, HE regarding drain tile statutes, drain tile application; attend conference call.	1.00 316.00/hr	316.00
For professional services rendered	3.60	\$2,137.60
Previous balance		\$1,347.60
Accounts receivable transactions		
6/18/2025 Payment - Thank You. Check No. 228.		(\$1,347.60)
Total payments and adjustments		(\$1,347.60)
Balance due		<u>\$2,137.60</u>

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

INVOICE



the science you build on

PLEASE REMIT TO

Braun Intertec Corporation
Lockbox #446035 PO BOX 64384
Saint Paul, MN 55164-0384

Telephone	(952) 995-2000
Fax	(952) 995-2020
Tax I.D.	41-1684205

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

Date 7/9/2025
Invoice number B434335
Project ID B2503886
Customer account [14671](#)
Customer PO

Apple Creek Landslide

Geotechnical Evaluation
Sibley Drive
Burleigh County, ND

For Professional Services rendered through 7/4/2025

1 - Geotechnical Evaluation			
1.1 - Task 1 - Site Visit Assistance	<u>\$2,144.42</u>		<u>\$2,144.42</u>
3 - Collaboration			
3.1 - Collaboration	<u>\$1,945.00</u>		<u>\$1,945.00</u>
5 - BGC Engineering Services			
5.1 - Landslide Evaluation	<u>\$34,809.04</u>		<u>\$34,809.04</u>
	Total Fees		<u><u>\$38,898.46</u></u>
Amount Previously Invoiced:	\$4,379.20		
Amount Invoiced to Date:	\$43,277.66		

Click the link below to process your payment by credit card or ACH.
https://login.unitedtranzactions.com/obp/braun_intertec_corporation
Please pay from this invoice.

Terms: Due on receipt, 1 1/2% per month after 30 days, 18% annual percentage rate,
unless otherwise specified by written agreement.

	Qty/Hours	Rate	Amount
1 - Geotechnical Evaluation			
1.1 - Task 1 - Site Visit Assistance			
Consulting Services Detail			
Staff Engineer	8.00	190.00	1,520.00
GIS/CAD Specialist II	3.50	132.00	462.00
Non-Salary Detail			
Trimble Catalyst GPS, per day	0.50	300.00	150.00
Field & Lab Supplies	1.00	12.42	12.42
Total 1.1 - Task 1 - Site Visit Assistance			\$2,144.42
Total 1 - Geotechnical Evaluation			\$2,144.42
3 - Collaboration			
3.1 - Collaboration			
Consulting Services Detail			
Project Control Specialist	0.25	130.00	32.50
Principal Engineer	6.00	315.00	1,890.00
Project Assistant	0.25	90.00	22.50
Total 3.1 - Collaboration			\$1,945.00
Total 3 - Collaboration			\$1,945.00
5 - BGC Engineering Services			
5.1 - Landslide Evaluation			
Non-Salary Detail			
Subcontractor	1.00	34,809.04	34,809.04
Total 5.1 - Landslide Evaluation			\$34,809.04
Total 5 - BGC Engineering Services			\$34,809.04
Total Project			\$38,898.46

Invoice



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

Invoice #
BL#28276
Invoice Date
7/15/2025

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

Description	Quantity	Rate	Amount
Payroll Processing Fee	1	\$100.00	\$100.00
Direct Deposits	1	\$4,745.84	\$4,745.84

Sales Tax:	\$0.00
Subtotal:	\$4,845.84
Credits	\$0.00
Payment:	\$4,845.84
Total Due:	\$0.00

Payroll Run #	Period Start	Period End	Check Date	Check Count
PR#29146	04/01/2025	06/30/2025	07/15/2025	5

Payroll Register



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

Billing#24530

Burleigh Co. Water Resource District

PO BOX 1255
BISMARCK, ND 58502-

JONES, KATHLEEN F		SSN	Emp #	FD Status	Hired	Net Amount	Check #	Check Date	
		XXX-XX-XXXX	BCW6538	NE S	04/01/2024	\$585.93	223852	07/15/2025	
<u>Earnings</u>			<u>Employee Deductions</u>			<u>Employer Contributions</u>			
Type	Rate	Hours/Pcs	Current	Type	Current	YTD	Type	Current	YTD
Hourly	\$63.0000	3.0000	\$189.00	Soc. Sec.	35.15	139.63	Soc. Sec.	35.15	139.63
Hourly	\$189.0000	2.0000	\$378.00	Medicare	8.22	32.65	Medicare	8.22	32.65
Mileage Expense	\$0.0000	.0000	\$62.30	DD - GATE CITY BA	585.93	2,272.54	FUTA	3.40	13.52
Current Wages:			5.0000	Total		629.30	ND SUTA	0.45	1.79
YTD Wages:			2,252.25	YTD Total		2,444.82			
Current Non-Wages:			0.0000						
YTD Non-Wages:			192.57						

LANDENBERGER, JAMES D	SSN	Emp #	FD Status	Hired	Net Amount	Check #	Check Date		
	XXX-XX-XXXX	BCW5824	NE M	04/01/2024	\$1,978.14	223853	07/15/2025		
<u>Earnings</u>			<u>Employee Deductions</u>			<u>Employer Contributions</u>			
Type	Rate	Hours/Pcs	Current	Type	Current	YTD	Type	Current	YTD
Hourly	\$63.0000	16.0000	\$1,008.00	Soc. Sec.	132.80	378.88	Soc. Sec.	132.80	378.88
Hourly	\$189.0000	6.0000	\$1,134.00	Medicare	31.06	88.62	Medicare	31.06	88.62
Current Wages:		22.0000	2,142.00	DD - WELLS FARGO	1,978.14	5,953.50	FUTA	12.85	36.66
YTD Wages:			6,111.00	Total	2,142.00		ND SUTA	1.71	4.88
Current Non-Wages:		0.0000	0.00	YTD Total		6,421.00			
YTD Non-Wages:			310.00						

MISCHEL, CHARLES A		SSN	Emp #	FD Status	Hired	Net Amount	Check #	Check Date	
		XXX-XX-XXXX	BCW9633	NE S	01/01/2025	\$523.63	223854	07/15/2025	
				<u>Employee Deductions</u>			<u>Employer Contributions</u>		
<u>Earnings</u>				<u>Type</u>	<u>Current</u>	<u>YTD</u>	<u>Type</u>	<u>Current</u>	<u>YTD</u>
<u>Type</u>	<u>Rate</u>	<u>Hours/Pcs</u>	<u>Current</u>						
Hourly	\$189.0000	3.0000	\$567.00	Soc. Sec.	35.15	70.30	Soc. Sec.	35.15	70.30
				Medicare	8.22	16.44	Medicare	8.22	16.44
	Current Wages:	3.0000	567.00	DD - STARION BAN	523.63	1,047.26	FUTA	3.40	6.80
	YTD Wages:		1,134.00				ND SUTA	0.45	0.90
				Total	567.00				
				YTD Total		1,134.00			

REEP, DENNIS W			SSN	Emp #	FD Status	Hired	Net Amount	Check #	Check Date
			XXX-XX-XXXX	BCW8581	NE M	04/01/2024	\$1,076.34	223855	07/15/2025
				<u>Employee Deductions</u>			<u>Employer Contributions</u>		
<u>Earnings</u>									
Type	Rate	Hours/Pcs	Current	Type	Current	YTD	Type	Current	YTD
Hourly	\$63.0000	12.5000	\$787.50	Soc. Sec.	72.26	258.77	Soc. Sec.	72.26	258.77
Hourly	\$189.0000	2.0000	\$378.00	Medicare	16.90	60.52	Medicare	16.90	60.52
				DD - CAPITAL CRE	1,076.34	4,164.46	FUTA	6.99	25.04
Current Wages:		14.5000	1,165.50	Total			ND SUTA	0.93	3.34
				YTD Total		4,483.75			
YTD Wages:			4,173.75						
Current Non-Wages:		0.0000	0.00						
YTD Non-Wages:			310.00						

Page #3

Payroll Register Summary



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

Burleigh Co. Water Resource District

PO BOX 1255
BISMARCK, ND 58502-

Wage Summary

Pay Type	Hours [Pieces]	Amount	Pay Type	Hours [Pieces]	Amount
Hourly	48.5000	\$5,071.50	Mileage Expense	0.0000	\$62.30
Total:					\$5,133.80
<i>Total Hours:</i>				48.50	
Reported Tips:					\$0.00
Total:					\$5,133.80

Employee Deduction Summary

Deduction Type	Amount	Deduction Type	Amount
Federal Taxes			
Medicare	\$73.54	Soc. Sec.	\$314.42
		Federal Taxes Total	\$387.96
Direct Deposits			
DD - CAPITAL CREDIT UNION	\$1,076.34	DD - GATE CITY BANK	\$1,167.73
DD - STARION BANK	\$523.63	DD - WELLS FARGO BANK NA	\$1,978.14
		Direct Deposits Total	\$4,745.84
Total:			\$5,133.80

Employer Deduction Summary

Deduction Type	Amount	Deduction Type	Amount
Federal Taxes			
FUTA	\$30.42	Medicare	\$73.54
Soc. Sec.	\$314.42		
		Federal Taxes Total	\$418.38
State Taxes			
ND SUTA	\$4.04	State Taxes Total	\$4.04
Total:			\$422.42

Check Listing

Num Checks: 0 0.00 Num Direct Deposits: 5 4,745.84

Check #	Name	Amount	Direct Deposit	Check #	Name	Amount	Direct Deposit
223852	JONES, KATHLEEN	0.00	585.93				
223853	LANDENBERGER, JAMES	0.00	1,978.14				
223854	MISCHEL, CHARLES	0.00	523.63				
223855	REEP, DENNIS	0.00	1,076.34				
223856	SMITH, ROGER	0.00	581.80				



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

Date: June 30, 2025
Invoice #: 0000004903
Terms: Net

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

Total Due: \$2,340.00

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

Description	Amount	Total
Monthly Administrative Fee - Per Agreement	\$2,250.00	\$2,250.00
Terminal Server Fees	\$90.00	\$90.00
Total:		\$2,340.00

Thank you for your business!

