



BURLEIGH COUNTY WATER RESOURCE DISTRICT AGENDA

Wednesday, August 12, 2026 at 8:00 am
Tom Baker Room, 221 N. 5th Street Bismarck

8:00 a.m. – Call to Order

1. Roll Call (Reep, Landenberger, Smith, Mischel, Mager):
2. **Approval of 07/08/2026 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
 - b. DWR Project Grant Submittal – Preconstruction Funding Approved6-9
 - c. Aerator Proposals – pending a review of information.....10-15
6. South Bismarck Flood Control Project
 - a. Request for Comment (Gabe Schell, Bismarck City Engineer and Scott Schneider APEX Engineering)
 - b. Letter of Support.....16
 - c. Missouri River Siltation Impact Flood Elevation Advisory.....17-22
7. Misty Waters – Missouri River Setback Variance Request – Scott Sterling (Mitch)
 - a. BCWRD Historic Documentation.....23-35
 - b. BCWRD Set back resolution36-47
 - c. **Recommendation for Planning and Zoning (Memorandum/Letter Option)**
8. Financial Reports (Reep):
 - a. **Balance Sheet 7/31/2026**48-49
 - b. **P&L 07/31/2026**50-51
 - c. **Pledged Securities/Release**.....52-54
 - d. **MRCC O&M Account Audit**
9. Drainage Permits/Complaints/Issues: *Open*:
 - a. Keelboat Park
 - i. Easement research – Response to DWR Pending (no progress)
 - b. Hawk Tree HOA – Private Culvert Placement
 - i. SWMP is under review by the BCHD – HEI has commented
 - c. Long Lake Refuge Meeting Update (Michael/Roger)
 - d. Lot 8 A&B Ponderosa Riverside Village Second Subdivision
 - i. USACE, Sovereign Lands permit, and floodplain violations
 1. Summary of jurisdictional meeting
 - ii. Cease and Desist Orders
10. Drainage Permits/Complaints/Issues: *Closed*:

11. Projects:
 - a. Hoge Island Stabilization:
 - i. Access Easement Revisions (Fall 2026)
 - ii. David Tschider – Maintenance on Section 32 Structure and New Stabilization Area
 1. Monitoring – slope evaluation completed
 2. Geotechnical Report and Design Alternatives55-92
 - iii. Roger Kjonas - - Hardpoint Erosion (Monitoring)
 1. Waiting to submit for DWR Grant for rehab with Tschider project (Travis)..93-96
 - b. Apple Creek U-Mary Slide – (Michael)
 - i. Braun/BGC – instrumentation and Monitoring Continues
 - ii. Final LiDAR later this month, Alternatives and Report due in August
 - iii. Emergency Action Plan (on-going, response time determined)
12. Other Old Business:
 - a. Burleigh County CRS (Second CAV held – update)
 - b. Burleigh County Commission potential withdrawal from Garrison Diversion Conservancy District
 - i. GDCCD decision to deny withdrawal request. (Woodcox)
 - ii. Potential meeting agenda for public comment
13. New Business:
 - a. Temporary Water Permit – ND National Guard.....97
 - b. Notice of Application for Appropriation of Water From Surface Water.....98
 - c. Summer Meetings
 - d. Court Case – Koenig
 - e. Nov/Dec Meeting Date Changes
14. Correspondence or Document Information:
 - a. Plats & SWMP's – Not included due to size...Available on request.
 - i. Sattler Subdivision Preliminary Plat
 - ii. Elk Ridge Fourth Addition
 - iii. Arcadia Lite Estates Subdivision
 - iv. Axt River Cliffs Preliminary Plat
 - v. Apple Creek Ridge 3rd Subdivision Final Plat
 - vi. Dockter Subdivision Preliminary Plat
 - vii. Misty Waters 3rd Subdivision
 - viii. Olive Tree 2nd Subdivision
 - ix. Miriam Industrial Park Fifth Addition
15. **Approval of Bills (\$123,450.02)99**
16. Detailed Bills100-202
17. Next Meeting: Wednesday, September 9, 2026, 8:00 AM, Tom Baker Room
18. Adjourn

Note: Bold Items Require Board Action

BCWRD Meeting Minutes
July 8, 2026
Draft – Not Approved Yet

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
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Present: James Landenberger; Roger Smith; Dennis Reep; Chuck Mischel; Brian Mager; Michael Gunsch (via phone) and Travis Johnson, Houston Engineering; Dave Bliss, Bliss Law Firm; Wendy Egli, Fronteer Professional Services; Jerry Woodcox, Burleigh County Commissioner; Mitch Flanagan, Burleigh County Planning & Zoning;
Others Present: Dave Robinson and Dave Mayer, Bismarck Parks & Rec, Casey Einrem, Burleigh County Highway Dept; Gabe Schell, Bismarck City Engineer; Scott Schneider, Apex Engineering.

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 6/10/2026 Minutes		It was moved by Manager Smith, seconded by Manager Mager, and unanimously carried to approve the minutes of the 06/10/2026 meeting.		
Amendments and Approval of Agenda	Request to add under item 8, there has been some activity at Hogue Island. Item e.	It was moved by Manager Smith, seconded by Manager Mischel, and unanimously carried to approve the agenda as amended.		
Comments from Members of the Pubic	None			
McDowell Dam	Dave from McDowell Dam updated on activity. June was slow, but July so far has been busy.			
Supplemental Water Supply	Plans, Design, and Cost Share Request are being prepared			
Aerator Proposals	Mgr. Mischel presented an additional proposal for 5 aerators. He is working on getting an updated one for less aerators. This company has asked to present next month.			
South Bismarck Flood Control Project	Gabe Schell and Scott Schneider presents the flood control plan to the Board. They are requesting a letter of support from the Board	Consensus is to go forward with drafting a letter of support.		
Financial Reports				
Financials				
Balance Sheet	Manager Reep went over the income for the month and the balances in the checking and reserve accounts.	A motion was made by Manager Reep and seconded by Manager Smith, to approve the		

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
		Balance Sheet as presented. Upon roll call vote, the motion carried unanimously.		
Profit & Loss	None Noted	A motion was made by Manager Reep and seconded by Manager Mischel, to approve the Profit & Loss Statements as presented. Upon roll call vote, the motion carried unanimously.		
Drainage Permits/Complaints/Issues: Open				
	Keelboat Park – No updates			
	Hawktree HOA – Casey Einrem commented that they are just waiting for them to resubmit.			
	Long Lake Refuge Update – The feasibility study has been completed. It was mentioned that Jared has been given the ok from above to start looking into the issues.			
	Lot 8 A&B Ponderosa Riverside Village Second Subdivision (this is the same as what Chairman Landenberger wanted to add as item e). There is currently some work being done on what is sovereign land. They have no permits. Stop work notices have been sent by the county but they have not heard anything at this time.			
Drainage Permits/Complaints/Issues: Closed				
Projects				
Hoge Island Stabilization				
Access Easement Revisions	No Updates			
David Tschider	Monitoring – Braun is currently evaluating the tests that were completed			
Roger Kjonas	No real update, just monitoring at this time.			
Apple Creek U-Mary Slide				
Braun/BGC Monitoring	Instrumentation installed and being monitored			

Agenda Items	Discussion	Board Action	Responsible Party(s)	Due Date
HMGP Quarterly Report on Progress	In the packet along with budget expenses			
Emergency Action Plan	Should be wrapped up in the next couple of months.			
Other Old Business				
Burleigh County CRS	Mitch Flanagan, Burleigh County Planning & Zoning – CAV visit is scheduled for the 21 st and 22 nd of this month.			
Burleigh County Commission withdrawing from Garrison Diversion Conservancy District	No real update, the appeal is in the courts at this time.			
New Business				
Temporary Water Permits	For information only			
Correspondence or Document Information	Plat & SWMP's are not included in the agenda packet due to size. These are available upon request.			
Approval of Bills	Bills totaling \$106,703.26 are presented.	It was moved by Manager Reep, seconded by Manager Smith, to approve payment of the bills as presented. Upon roll call vote, the motion carried unanimously.		
Next Meeting	The next meeting of the Burleigh County Water Resource District will be held on Wednesday, August 12, 2026, at 8:00 a.m. in the Tom Baker Room located at 221 N 5 th Street, Bismarck, ND.			

There being no further business to be considered by the Board, Chairman Landenberger adjourned the meeting at 9:14 a.m.
Wendy Egli, BCWRD Admin. Secretary

**Agreement for Cost-Share Reimbursement
Burleigh County Water Resource District
McDowell Dam Alternate Water Supply – Preconstruction**

1. PARTIES. This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the Burleigh County Water Resource District (Sponsor).

2. PROJECT DESCRIPTION AND LOCATION. Sponsor is seeking funding for preconstruction costs associated with final design, permitting, and bidding services for the construction of the McDowell Dam Alternate Water Supply Project (Project). The Project is an eligible project under the Recreation Cost-share Category. McDowell Dam is located 2.5 miles east of Bismarck in Burleigh County.

3. COMMISSION'S RESPONSIBILITY AND INTENT. Commission will provide Sponsor with cost-share, not to exceed \$52,680 as approved by Secretary in June 2026, to reimburse 40 percent of the actual eligible costs incurred in Project, contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is to assist Sponsor financially with Project costs. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

4. SPONSOR'S RESPONSIBILITIES. Sponsor must:

- a. Complete Project.
- b. Provide continued maintenance for Project.
- c. Ensure all applicable permits (federal, state, and local) are obtained.
- d. Acquire all title to land and easements for Project.
- e. Comply with all North Dakota laws applicable to Project.
- f. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. Commission is not responsible for maintaining a Project file.
- g. Provide a progress report to Commission at least every four years if the term of Project exceeds four years.
- h. Notify Commission of any changes to Project funding, including additional funding or funding sources. Cost-share may be modified based on the revised local share.
- i. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.
- j. Notify Commission of litigation related to Project. If Project becomes the subject of litigation before all funds have been disbursed, the Secretary may withhold funds until litigation is concluded.
- k. Provide Commission with access to inspect Project.

5. ELIGIBLE COSTS. Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy. Commission will not cost-share in litigation costs unless there has been a separate authorization.

6. PAYMENT. Commission will make partial payments upon receipt and approval of Sponsor's written request. Sponsor must provide Commission verification of actual costs and a Project status report with each payment request. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include verification of Project completion as requested by Commission.

7. INDEMNIFICATION. Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to

defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

8. INSURANCE. Sponsor must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$500,000 per person and \$2,000,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- c. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this agreement.
- d. If subcontractor is domiciled outside State, employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers' compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.
- f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form, and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies must be in form and terms approved by the State.
- g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.
- h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.
- i. The insurance required in this agreement, through a policy or endorsement, must include:
 - (1) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against State;
 - (2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self-insurance, or self-

- retention maintained by State must be in excess of the subcontractor's insurance and must not contribute with it;
- (3) Cross liability/severability of interest for all policies and endorsements;
- (4) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;
- (5) The insolvency or bankruptcy of the insured subcontractor must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.
- j. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

9. BREACH. Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

10. AGREEMENT BECOMES VOID. This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

11. TERMINATION.

- a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:
 - (1) If Commission determines an emergency exists.
 - (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
 - (3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
 - (4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.
 - (5) If Sponsor does not submit a timely progress report under 4. (g.), or the Commission determines after reviewing a progress report that Project has not made sufficient progress.
 - (6) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.
- b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.
- c. The rights and remedies of any party provided in this agreement are not exclusive.

12. APPLICABLE LAW AND VENUE. This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

13. SEVERABILITY. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

14. SPOILIATION – PRESERVATION OF EVIDENCE. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a

potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

15. NONDISCRIMINATION. Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), N.D.C.C. title 34, and all applicable federal and state laws, rules, and policies relating to nondiscrimination, accessibility, and civil rights.

16. MERGER AND MODIFICATION. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.

17. AUTHORITY TO SIGN. Each of the undersigned warrants that they have explained this Agreement to the party they represent and are authorized to execute this Agreement on the party's behalf.

**NORTH DAKOTA STATE WATER
COMMISSION**

By:

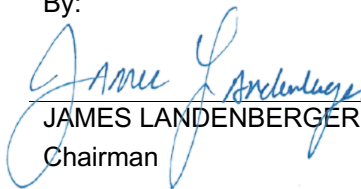


REICE HAASE
Secretary

Date: 07/06/2026

**BURLEIGH COUNTY WATER RESOURCE
DISTRICT**

By:



JAMES LANDENBERGER
Chairman

Date: 07/10/2026

Countersignature and Date (if required)

Print Name and Title



IXOM Watercare Inc.
3225 Hwy 22, Dickinson ND 58601
866-437-8076 • watercare@ixom.com

Budget Estimate: Reservoir Circulation Equipment for the McDowell Dam

Date: August 3, 2026

Proposal Expiration Date: November 1, 2026

Project #: 87157 Rev. 3

To: Chuck Mischel
Burliegh County Water Resource District
aceofclubs@bis.midco.net • 701-220-5484

From: Bryce Hill, Ixom Regional Manager, Sioux Falls, SD
bryce.hill@ixom.com • 605-650-8372

Lauren Stegeman, IXOM Sales and Service Manager, Dickinson, ND
lauren.stegeman@ixom.com • 866-437-8076

Location Information

Reservoir Name: McDowell Dam

Surface Area (Acres): 57ac

GPS: 46.8249931, -100.6337341

Deepest Depth (Feet): 50'

Primary Function: Recreation

Permitted Purpose

The customer is permitted to use the Equipment solely for long-distance circulation to control harmful cyanobacteria (blue-green algae) blooms and associated taste, odor and toxicity issues.

Notes

- Hose intakes should be set for epilimnetic circulation at approximately 6'
- Minimum operating depth for SB: 4'
- For a firm quote, please provide:
 - Bathymetric details indicating normal depths throughout the lake
 - Estimated minimum and maximum lake level fluctuations

Purchase of Two (2) Solar-Powered Machines:			
PN	Qty	Equipment Description	Equipment Total
101315	2	SB10000LS v20 SolarBee Mixers: Including High torque, direct drive (no gearbox), low voltage brushless D.C. motor, and SCADA brain-board with six outputs:	Included
101745	2	36"x10' Diameter Intake Hose Assemblies:	Included
100242	2	Swivel Tee, T316SS & CA95 Aluminum Bronze, 2 Anchor Swivels welded into tee, Complete Assembly with Quick Links:	Included
12558055	2	Short Scope Mooring Systems with 7:1 Scope & 5:1; depending on machine placement:	Included
100523	10	Anchor Chain, priced in 20' increments:	Included
102070	2	Marker Light Kits:	Included
Equipment Subtotal:			\$125,116
Applicable Taxes:			-to be determined -
Discounted Factory Delivery, Placement and Startup:			\$8,111
*Optional Service Plan:			\$7,736
Freight Fuel Surcharge:			\$1,240
Equipment and Factory Delivery, Placement Total Cost:			\$142,203

-Rental Options-

Rental Option 1: 6-Month Rental Pricing for Two (2) Solar-Powered Machines:			
PN	Qty	Equipment Description	Equipment Total
101315	2	SB10000LS v20 SolarBee Mixers: Including High torque, direct drive (no gearbox), low voltage brushless D.C. motor, and SCADA brain-board with six outputs:	Included
101745	2	36"x10' Diameter Intake Hose Assemblies:	Included
100242	2	Swivel Tees, T316SS & CA95 Aluminum Bronze, 2 Anchor Swivels welded into tee, Complete Assembly with Quick Links:	Included
12558055	2	Short Scope Mooring Systems with 7:1 Scope or 5:1; depending on machine placement:	Included
100523	10	Anchor Chain, priced in 20' increments:	Included
102070	2	Marker Light Kits:	Included
Applicable Taxes:			-to be determined -
Monthly cost for recommended machine(s) per above:			\$7,686
Monthly Freight Fuel Surcharge:			\$68
Total 6-Month Rental Cost:			\$46,524

Rental Retrieval Cost for Option 1	
When the rental period is over, and the purchaser does not wish to buyout the equipment, then the purchaser will be responsible for coverage of the retrieval costs.	\$7,300

Rental Option 2: 6-Month Rental Pricing for Three (3) Solar-Powered Machines:

PN	Qty	Equipment Description	Equipment Total
101315	3	SB10000LS v20 SolarBee Mixers: Including High torque, direct drive (no gearbox), low voltage brushless D.C. motor, and SCADA brain-board with six outputs:	Included
101745	3	36"x10' Diameter Intake Hose Assemblies:	Included
100242	3	Swivel Tees, T316SS & CA95 Aluminum Bronze, 2 Anchor Swivels welded into tee, Complete Assembly with Quick Links:	Included
12558055	3	Short Scope Mooring Systems with 7:1 Scope or 5:1; depending on machine placement:	Included
100523	15	Anchor Chain, priced in 20' increments:	Included
102070	3	Marker Light Kits:	Included
Applicable Taxes:			-to be determined -
Monthly cost for recommended machine(s) per above:			\$11,270
Monthly Freight Fuel Surcharge:			\$99
Total 6-Month Rental Cost:			\$68,214

Rental Retrieval Cost for Option 2

When the rental period is over, and the purchaser does not wish to buyout the equipment, then the purchaser will be responsible for coverage of the retrieval costs.	\$10,220
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Equipment Hire Term

Commences on date of placement and continues for a Term of 180 days from the Commencement Date, unless terminated earlier in accordance with the Terms and Conditions. Additionally, the Term shall automatically renew for periods of one (1) month each unless written notice of non-renewal is provided by either party at least 30 days prior to conclusion of Initial Term or further terms (as case may be).

To coordinate the machine retrieval, buyout, or extending the rental, please contact IXOM Regional Manager (listed above) or the home office at our toll-free number (866-437-8076).

Proposal Expiration: This proposal expires in 90 days, or on the date of any new proposal for this project, whichever is sooner.

Equipment Delivery Time: Factory delivery and placement usually takes 8-12 weeks after receiving the signed scheduling letter and an approved submittal when a submittal is required.

Warranty: IXOM has the best parts and labor warranties that we are aware of in the industry. The details of the Warranty which applies to this project are either attached to this document or are available at:

<https://www.ixomwatercare.com/warranty>

Rental Equipment Availability: IXOM Watercare Inc. has a limited supply of rental machines available; either new or slightly used or "demonstrator" equipment may be placed at the factory's option. If the equipment placed for a rental is slightly used, then the factory warrants that: (1) the equipment is clean, current, and in like-new condition with a full new-equipment warranty, and (2) the equipment is equivalent to new equipment with the very latest technology and improvements.

IXOM EQUIPMENT TERMS AND CONDITIONS

1 AGREEMENT

- 1.1 Ixom has agreed to loan the Equipment listed in the Schedule to the Customer at the Customer's Site strictly for the Permitted Purpose and subject at all times with the requirements of the Offer.
- 1.2 In consideration of Ixom loaning the Equipment for the Customer's use, the Customer agrees to comply in full with each of the obligations applying to it set out in this Agreement and the Schedule.
- 1.3 The fee payable by the Customer to Ixom in consideration of the hire of the Equipment, and the rights and benefits granted by Ixom hereunder, shall be the Rent set out in the Schedule (**Rent**).
- 1.4 The Rent shall be charged on a monthly basis, with the first Rent to be charged in the manner specified in the Schedule. Each instalment of the Rent will be payable within 30 days of the date of the invoice for the relevant portion of the Rent.

2 TERM

- 2.1 This Agreement starts on the first day of the Term in the Schedule and ceases on the last day of the Term in the Schedule. After the cessation, date, the Term will continue unless terminated by either party, by providing 30 days written notice to the other party.

3 DELIVERY, INSTALLATION AND COMMISSIONING

- 3.1 Unless otherwise agreed in writing between the parties, Ixom will be responsible for delivery of the Equipment to the Customer's Site at such time agreed in writing between the parties.
- 3.2 Unless otherwise agreed in writing by the parties, Ixom will be responsible for installing and commissioning the Equipment at the Site.
- 3.3 For the purpose of ensuring the successful installation and commissioning of the Equipment at the Site, the Customer must comply with all laws, and any instructions given by Ixom in relation to the installation of the Equipment.

4 USE OF EQUIPMENT

- 4.1 During the Term, the Customer must:
- (a) at its own cost and expense, comply with all laws, regulations inspections or orders of federal, state and local government or agencies which in any way apply to the Equipment or the use, operation or maintenance thereof, including without limitation occupational health and safety laws and environmental laws;
 - (b) not alter, reverse engineer, disassemble or modify the Equipment or any part thereof in any way;
 - (c) not use or permit any person to use the Equipment:
 - (i) for any illegal or improper purpose or in a manner that is unsafe to human health or safety or to the environment;
 - (ii) for any purpose that involves processing, handling, storing, diluting, or transferring any product supplied by a party other than Ixom (except with Ixom's prior written consent, which consent may be revoked upon reasonable notice);

- (iii) while the Equipment is in an unsafe condition, not in proper working order, has a material defect or is damaged.

- 4.2 The Customer must notify Ixom immediately of all details if an incident occurs involving the Equipment which causes injury, death or damage to property or the environment.

5 PICK UP

- 5.1 At the expiry of the Term, the Customer must make the Equipment available to Ixom and its sub-contractors in order to perform a final check of the condition of the Equipment, prior to pick-up.
- 5.2 After Ixom or its sub-contractors have performed the final check of the Equipment, the Customer must make the Equipment available to Ixom or its sub-contractors for pick-up, at a time convenient to both parties.
- 5.3 Where applicable, the Customer must ensure that all Equipment scheduled for pick up is empty of any contents, and has been thoroughly cleaned and free of any contaminants.

6 MAINTENANCE AND DAMAGE

- 6.1 During the Term Ixom will be responsible, at its cost, for the maintenance of the Equipment and the repair of the Equipment (including damage to the Equipment), except for any general wear and tear or except where the Customer has damaged the Equipment (in which case, the Customer will be responsible for compensating IXOM the cost of rectifying any damage to the Equipment);
- 6.2 At all times during the Term, and following expiry or termination (for whatever reason), the Customer will provide Ixom and its representatives with access to the premises where the Equipment is located, for the purposes of inspecting and (where applicable) reclaiming possession of the Equipment. Such access will be provided at times reasonably required by Ixom and within 24 hours of Ixom making such request for access provided the 24-hour period falls on a business day at the state where the Customer Site is based.
- 6.3 Subject to clauses 6.1, 8.2(c) and 8.2(d), the Customer shall be responsible for reimbursing Ixom for the cost of repairing all damage (other than expected wear and tear) to the Equipment while the Equipment is in the Customer's possession or under its control. The Customer will comply with all reasonable directions given to it by Ixom and its representatives regarding the maintenance and repair of the Equipment.
- 6.4 Ixom may, in its sole and absolute discretion and its own expense and subject to the approval of the Customer (such approval not unreasonably to be withheld) make modifications to the Equipment or any part thereof to improve its efficiency, safety and/or functionality. The Customer agrees to provide Ixom with access to the Site and the Equipment for this purpose and for the purpose of inspecting the Equipment at any time while the Equipment is in the possession or under the control of the Customer.
- 6.5 Each party shall comply with the requirements of all applicable laws and regulations and with proper engineering practices to the extent consistent with this Agreement in relation to the installation and maintenance activities for which it is responsible under this Agreement.
- 6.6 The Customer will notify Ixom promptly in writing of any damage to the Equipment or any defect or malfunction in the Equipment, and shall discontinue using the Equipment

IXOM EQUIPMENT TERMS AND CONDITIONS

where such damage, defect or malfunction presents a risk to human health or safety, or the environment.

7 EQUIPMENT SECURITY

7.1 The Customer will at all times while the Equipment is in its or its related parties' possession or control, ensure that the Equipment is kept secure and situated in a part of its Site where:

- (a) the risk of damage, injury and wear or tear to the Equipment is minimised; and
- (b) unauthorised access is prevented.

7.2 Where the Equipment or any part thereof is damaged, or is rendered unusable or irreparable, or is lost or destroyed whilst in the Customer's possession or under its control, the Customer will be liable to Ixom for the cost of repairing or replacing (as the case may require) the Equipment, except to the extent that such damage or loss is caused directly, by Ixom or Ixom's employees, representatives or contractors other than the Customer.

8 OWNERSHIP AND TITLE

8.1 Ownership and title in the Equipment will at all times remain with Ixom. In no event shall anything contained in this Agreement be deemed to confer ownership or title in the Equipment or any part thereof, to the Customer.

- 8.2
- (a) Risk in the Equipment will rest with the Customer while the Equipment are at the Site or at any other premises owned or controlled by the Customer or operated on the Customer's behalf or while such items are otherwise in the possession or under the control of the Customer or its representatives.
 - (b) While the Equipment is being transported by Ixom's transportation sub-contractor to or from the Site or any other applicable premises owned or controlled by the Customer or operated on the Customer's behalf, Ixom will bear the risk in that Equipment.
 - (c) Risk in the Equipment will pass to the Customer upon completion of unloading of the Equipment at the Site, save that Ixom will bear the cost of repairing any damage caused by it or its sub-contractor(s) to the Equipment during the installation or commissioning of the Equipment.
 - (d) Risk in the Equipment will pass back to Ixom upon completion of the loading of the Equipment on to the truck of Ixom's sub-contractor, save that Ixom will bear the cost of repairing any damage caused by it or its sub-contractor(s) to the Equipment during the de-commissioning process.

8.3 The Customer must not and has no right to sell, loan, lease, licence, mortgage or encumber any of the Equipment or any part thereof, or permit any charge, encumbrance, lien or other right to be created in or over any of the Equipment, the Equipment or any part thereof. The Customer is not permitted to re-locate the Equipment or the Equipment from the Site to any other location, without Ixom's prior informed written consent.

8.4 Nothing in this Agreement gives the Customer any intellectual property rights in or in connection with the Equipment or any of the processes, technology or improvements used in the Equipment.

9 GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

9.1 This Agreement is governed by the laws of Colorado, USA.

9.2 Where the parties are unable to resolve any dispute arising under or in connection with this Agreement or its subject matter (including the Equipment), the dispute will be determined by a Court with competent jurisdiction in Australia.

9.3 Despite the existence of a dispute in connection with this Agreement, the parties must, subject to the legitimate exercise by one party of any termination rights, continue to perform their remaining respective obligations under this Agreement.

10 REPRESENTATIONS AND WARRANTIES

10.1 Each party represents and warrants to the other party that as at the date of this Agreement:

- (a) it has the power to enter into this Agreement and perform the obligations contained herein;
- (b) there are no contracts in existence that would affect its ability to perform those obligations under this Agreement in a timely and satisfactory manner and in accordance with this Agreement; and
- (c) this Agreement has been validly executed by or on behalf of such Party and constitutes a set of valid and binding legal obligations between the Parties; and
- (d) it has read and fully understood this Agreement and has entered into this Agreement without any duress or pressure.

11 EXCLUSION AND LIMITATION OF LIABILITY

11.1 Except as provided in clause 10.1, to the extent legally permissible Ixom:

- (a) makes no warranties in relation to the Equipment, including warranties as to performance or fitness for purpose or otherwise;
- (b) excludes its liability for a breach of a term, condition or warranty implied by statute, law or custom;
- (c) excludes its liability to the Customer for any loss of profits, overhead expense, increased operating costs, economic loss, loss of reputation or goodwill, or any indirect or consequential loss or damage, whether based in tort, (including negligence), contract, statute or otherwise arising from this Agreement or its subject matter (including the Equipment).

11.2 If Ixom breaches a warranty contained in clause 10.1 or a term, condition or warranty implied by law and Ixom's liability cannot be excluded in accordance with clause 11.1(b), then subject to clause 11.3, its liability to the Customer is limited to, at Ixom's nomination, either replacing the Equipment or repairing the Equipment.

11.3 Ixom's maximum aggregate liability to the Customer shall not exceed the value of Rent payable in the month which the claim relates.

12 INDEMNITY

12.1 The Customer indemnifies Ixom from and against liability and loss and damage of any kind suffered or incurred by Ixom arising directly or indirectly out of:

IXOM EQUIPMENT TERMS AND CONDITIONS

- (a) a breach of this contract by the Customer or any negligent act omission of by the Customer or its personnel, representatives or sub-contractors;
 - (b) the operation and use of the Equipment by the Customer of its personnel, representatives or sub-contractors; and
 - (c) any loss of containment of product from the Equipment,
- except to the extent such liability, loss or damage is directly caused by Ixom's breach of this Agreement.

13 ASSIGNMENT

This Agreement shall be binding upon and operate to the benefit of the successors and assigns of the Customer and Ixom, but shall not be assigned by the Customer without the prior written consent of Ixom. Ixom may in its absolute discretion assign, sub-licence or transfer the whole or any part of its rights or obligations under or in connection with this Agreement to any third party.

14 AMENDMENT

No amendment, addition to, modification, or waiver of all or any part of this Agreement shall be of any force or effect unless in writing and signed by Ixom and the Customer. If the provisions of this Agreement and the provisions of any purchase order or order acknowledgment written in connection with this Agreement conflict, then the provisions of this Agreement shall prevail.

15 TERMINATION

- (a) If the Customer:
 - i. commits a breach of any provision of this Agreement; or
 - ii. commits any act of bankruptcy;
 - iii. is adjudicated a bankrupt;
 - iv. being a company, is placed into liquidation or receivership;
 - v. calls a meeting of its creditors or enters into any arrangement or composition with its creditors;
 - vi. allows a judgement against it to be unsatisfied against it for more than twenty four (24) hours; or
 - vii. ceases to purchase all (or part thereof) of Products it acquires from Ixom,

the Customer must immediately notify Ixom that such circumstances have occurred or are likely to occur.
- (b) In the event Ixom determines (in its reasonable discretion) that the circumstances in clause 15(a)(i)-(vii) have occurred or are likely to occur, Ixom may give written notice to the Customer, and at its option:
 - i. require the Customer to purchase the Equipment free and clear of all encumbrances at the prevailing market rate as advised by Ixom (in its sole discretion), after which the Customer will have seven (7) days (or such other longer period as advised by Ixom) to accept such offer to purchase the Equipment; or
 - ii. immediately terminate this Agreement and resume possession of the Equipment and charge the Customer the balance of Rent for the Term as a

lump sum (calculated by the Rent multiplied by the number of months that would have remained in the Term had the Agreement not been terminated).

- (c) Termination of this Agreement shall not affect or alter any ongoing rights or obligations under this Agreement.

16 NOTICE

A notice given under this Agreement to a party must be in writing and may be given or made by:

- (a) addressing it to that party and leaving it at or posting it to the address of that party specified in this Agreement, that Party's last known address or, if that party is a corporation, its registered office or principal place of business; or
- (b) sending a facsimile copy of the notice to the facsimile number nominated from time to time by the party to which the notice is directed.

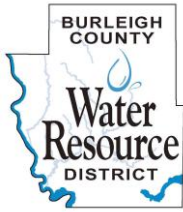
17 ENTIRE AGREEMENT

This Agreement and the Schedule(s) contain the entire agreement between the parties hereto regarding the Equipment, and there are no oral or written representations, stipulations, warranties, agreements, or understandings with respect to such subject matter that are not fully expressed herein. Neither this Agreement nor its execution has been induced by any representation, stipulation, warranty, agreement or understanding of any kind other than those herein expressed.

18 NON WAIVER

Failure of either party to require performance of any provision of this Agreement shall not amount to a waiver or otherwise affect that party's rights to require full performance thereof at any time after that, and the express waiver by either party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach or nullify the effectiveness of such provision.

To Order Equipment, Please Request Firm Proposal



Burleigh County Water Resource District

PO Box 1255

Bismarck, North Dakota 58502-1255

(701) 354-1501

www.bcwrdd.org

August 4, 2026

North Dakota Department of Water Resources
Regulatory Division
1200 Memorial Highway
Bismarck, ND 58504-5262

RE: Construction Permit Application – South Bismarck Flood Control Project

The Burleigh County Water Resource District fully supports the South Bismarck Flood Control Project. This project is critical to the goal of securing reduction of flood risk for a large area of South Bismarck.

As part of our review, we received a project overview presentation at our July 8th regular meeting by Gabe Schell, City of Bismarck Engineer and Scott Schneider, Apex Engineering Group. This allowed us to be informed regarding project details, project status and the potential impacts to Burleigh County and the City of Bismarck. The presentation was provided to the managers and our consultant for review. The only comment we have is related to the attached advisory memorandum related to future increase in the Base Flood Elevation on the Missouri River through Bismarck. We believe that the design, as presented, provides adequate consideration for these future changes.

Thank you for the opportunity to comment so that you can complete an expedited review of the construction permit application associated with this important project. Please consider this our Letter of Support and thank you for your dedication to providing thorough and timely responses.

Respectfully,

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

James Landenberger Chairman

Encl.

Cc: Gabe Schell, Bismarck City Engineer
Dan Shriock, Burleigh County Engineer
Scott Schnider, Apex Engineering
BCWRD Managers

Current Board Members:

James Landenberger, Chairman 701-426-6439 Roger Smith, Vice Chairman 701-400-6283
Dennis Reep, Secretary/Treasurer 701-595-2142 Chuck Mischel, Manager 701-220-5484
Brian Mager, Manager 701-317-1516

Missouri River Siltation Impact Flood Elevation Advisory

To: Burleigh County Water Resource District, City of Bismarck
From: Michael H. Gunsch, PE, CFM, Senior Project Manager
Subject: Missouri River BFE Simulation
Date: August 5, 2026
Project: HEI No. 4241-0000-007

Introduction – Oahe Delta Impact

During the period in river hydraulics from 1983 through 1998 (approximately 15 years), the Base Flood Elevations (BFE), or the 1% annual-chance, or 100-year, flood event in the Bismarck-Mandan reach increased by 0.5 to 1.8 feet. This increase was associated with changes in river-channel bathymetry caused by sediment accumulation in what is known as the **Oahe Delta Formation**, with additional, more limited influences from overbank development and bank-line stabilization and erosion. These increases are illustrated in **Table 3-1**, which was adapted from *The Lewis Burger Group Report {circa 2009} ^[1]* by revising section-location labels and adding two locations upstream. The elevation data are based on information provided in FEMA flood insurance models [*circa 1988, 1998, and 2018/2019*]. These increases were anticipated in the *USGS 1985 Bismarck-Mandan Oahe Study Report ^[2]* but were projected to occur over a much longer period. Therefore, rising BFEs require special consideration and increased awareness to protect the public and local infrastructure.

Current Conditions:

The North Dakota Department of Water Resources (NDDWR), using FEMA Risk MAP funding, updated the Missouri River model with revised hydraulics [*circa 2018–2019*] ^[4] and updated hydrology [*circa 2023*] ^[5]. This update represents a 21-year period since the previous model revision. Under current conditions, the mapping was revised and BFEs decreased, as illustrated in **Table 3-1a**. This table was created by comparing the river hydraulic model data in **Table 3-1** with the adopted June 6, 2024, DFIRM elevations. The decreases occurred principally because of river-channel scouring during the historic 2011 flood event. However, these decreases range from 0 to -1.5 feet, on the 100-year event, which are partially offset by projected increases in peak streamflow associated with the updated hydrology and overbank development. The northern limits of the model show no increase, to 0.8 feet, which may be attributed to aggradation in this area due to the flood event and changed flows.

Projected Conditions:

This advisory is intended to inform and educate City and County officials about the ongoing risks associated with the **Oahe Delta Formation**. Looking ahead, continued sediment accumulation is expected to increase the existing Base Flood Elevations (BFEs). To simulate the potential risks and changes in BFEs, the new hydrology [*circa 2023*] ^[5] was applied to the pre-2011 river hydraulics model {circa 1998 rating curves for selected locations} to forecast future conditions (approximately 2034, or 16 years after the 2018–2019 hydraulic update). This approach assumes that future sediment accumulation will be similar or equivalent to that observed during the 1983–1998 period.

The results illustrated in **Table 3-1b** indicate increases in BFEs ranging from 0.9 to 1.2 feet in the reach from the Little Heart River to Misty Waters. The premise of this simulation is that Missouri River channel hydraulics will revert, over time, to sediment-laden or otherwise similar geomorphic conditions to those that existed in 1998. Those conditions preceded the 2011 flood event and the documented scour that occurred. Using the 1998 hydraulics model also reflects the historic sediment accumulation in the **Oahe Delta Formation** between 1983 and 1998, {approximately 15-years}.

Consequently, within a decade or so, the level of protection provided by the revised ordinances may be measurably reduced from the 2-foot standard to approximately 1 foot, or as little as 0.8 feet.

Although this advisory is based on a simulation and actual conditions will vary, the risks associated with continued sediment deposition in the delta formation and the resulting increases in flood stages remain a public concern.

As a reference, the recently revised City of Bismarck and Burleigh County floodplain ordinances ^[3, 3a] continue to require finished-floor elevations for new construction to be placed 2 feet above the BFE. An exception is the City of Bismarck's decision to reduce this requirement to 1 foot in pre-FIRM (1985) mobile home parks in South Bismarck. This exception was approved following the de-accreditation of the flood-control structure at Washington Street, which placed many properties in the mobile home court, as well as adjoining residential and commercial properties, into the regulatory floodplain.

Recurrence of the 2011 Event Flood Elevations

A question was raised about the potential impact of the delta formation on the protection provided by the *Burleigh County 20-foot Plan* projects, constructed after the 2011 event. During the historic 2011 flood event, at a flow of approximately 90,000 cfs, gage readings and local flood monitoring indicated that the river began to scour and convey accumulated sediment downstream into the Oahe Reservoir. If a flood of this magnitude recurs, the river could scour again, with similar effects that reduce flood elevations. However, monitoring the event and the available data at that time will be critical to providing or enhancing existing protective measures. An effort was made to create a geomorphic sediment-transport model that could be used to predict potential outcomes. Although the technology and a reasonable initial database were available, funding and commitment to completing the model were not. The bathymetric data that would have been most useful for calibrating the model at that time are now limited by changes that have occurred since the event. Therefore, creating such a model today would require additional data collection and development time.

The USACE and others prepared several after-action reports following the 2011 event. One of these evaluated alternatives regarding river channel modifications to offset sedimentation impacts and future reductions in channel capacity.^[6] The following paragraphs provided a summary of the report's findings. The conclusion further supports informing the public about existing and future risks and considering potentially stricter regulatory guidance.

The *South Bismarck Sediment Management Study* evaluated flood risks and channel stability along the Missouri River in the Bismarck area, with a particular focus on how sediment buildup and ice jams contribute to flooding. Using hydraulic modeling and historical channel data, the U.S. Army Corps of Engineers found that ice-affected floods can produce higher water levels than open-water conditions for many flood events, increasing risks to homes, businesses, and infrastructure. The study analyzed channel changes since the 1950s and found evidence that the river is changing through a combination of sediment deposition, erosion, shifting sandbars, and the growing influence of the Oahe reservoir delta. However, results did not show a clear, consistent trend proving that major aggradation has already significantly altered flood stages in the Bismarck area.

The study also evaluated several sediment-management alternatives, primarily large-scale channel excavation and a combination of excavation with channel-width reduction. Modeling showed that excavation could reduce flood water elevations by roughly 1 to 2 feet in some areas, but achieving those benefits would require removing millions of cubic yards of sediment. More importantly, the excavated areas would likely refill with sediment relatively quickly, limiting the effectiveness of the approach to only a few years. As a result, the report concluded that large-scale sediment excavation is not a practical long-term solution and recommended against further pursuing mechanical sediment removal. Instead, the study recommended continued monitoring, additional analysis of future sedimentation trends, and further investigation of how Missouri River flows and Oahe pool levels interact to influence flood risk in the Bismarck area

Recommendations

It is recommended that this advisory be provided to the Cities of Bismarck and Mandan, as well as to the Floodplain Administrators and Emergency Managers for these communities and Burleigh and Morton Counties. After reviewing the advisory, these officials can determine the most appropriate response to projected conditions and decide how and when to inform other local officials.

The results of this simulation do not account for changes in overbank conditions between the two FEMA models. Including these changes could result in elevations higher than those estimated here. In addition, because the increase in elevations is relatively uniform throughout the model reach, this simulation is considered a reasonable approximation of future risk based on the stated assumptions. More extensive technical evaluations could be completed for verification; however, the results are unlikely to differ measurably, although the timing and locations could vary as sediment moves downstream through this highly alluvial river.

Although the USACE has conducted ongoing studies and monitoring of their sediment ranges along the river, it is recommended that the agency continue to revisit the sedimentation issue and provide projected trends and timelines. This information would allow state and local officials to implement ordinances that reflect the future risks associated with larger flooding events. For reference, the current DFIRMs reflect updated hydrology for Garrison Dam and downstream tributary inflows following the 2011 event; however, they do not formally account for the historic effects of the Oahe Delta on BFEs. The DFIRM is based on existing, rather than projected, conditions.

Consequently, some risks are not accounted for in the current floodplain mapping (DFIRM) or in the ordinances based on that mapping. The Cities of Bismarck and Mandan and the Burleigh and Morton County Planning and Zoning departments should consider providing an informational pamphlet to builders and others considering construction in the floodplain. This information would make them aware of projected increases in flood elevations and the associated risks to their property. An alternative would be to modify the ordinances to reflect these projected future risks. Although some may oppose stricter building requirements because of near-term development costs, the risks exist and will affect future structures if they are not considered. Burleigh County's ordinance includes a basement restriction, whereas the City of Bismarck's ordinance does not. The City should consider adopting a similar restriction to reduce the risk of basement flooding and damage during the next major flood event.

Resources

- {1} *Impact of Siltation on Flood Control, Missouri River, North Dakota, The Lewis Berger Group, Inc. February 2, 2009, Prepared for the U.S. Army Corps of Engineers Omaha District, and the Missouri River Joint Water Board.*

- {2} *Oahe-Bismarck Area Studies, Analysis of Missouri River Flood Potential in the Bismarck, North Dakota Area, August 1985*

- {3} *Title 14 – City of Bismarck Ordinances, 14-04-19. FP Floodplain District.*

- {3a} **ARTICLE 21 - FP - FLOODPLAIN DISTRICT REGULATIONS, BURLEIGH COUNTY ZONING ORDINANCE INCLUDES ALL AMENDMENTS THROUGH JANUARY 1, 2026**

- {4} *INTERIM HYDROLOGY REPORT FOR BURLEIGH COUNTY, ND FY 2018 Risk MAP Project, FEMA Case #19-08-0016S FEMA Region VIII, October 29, 2019*

- {5} *INTERIM HYDROLOGY REPORT FOR MISSOURI RIVER DOWNSTREAM OF GARRISON DAM, ND 2019 Risk MAP Project, FEMA Case #20-08-0037S, FEMA Region VIII, July 24, 2020*

- {6} **Bismarck Sediment Management Study, Bismarck, North Dakota, Revised – Jan 2014 U.S. Army Corps of Engineers, Omaha District**

Impact of Siltation on Flood Control, Missouri River, North Dakota

Table Source: The Lewis Berger Group 2009 Study (Modified)

Table 3-1: Flood Elevation Comparison

			Flood Elevations, (feet) NAVD1988 Flood Data						Changes in Flood Elevations from 1988 to 2005 (feet)		
			1988 Flood Data			2005 Flood Data					
			Hydraulics Date: 1983			Hydraulics Date: 1998					
Key Milestone	100-yr River Flow (cfs)	River Station	50 yr	100 yr	500 yr	50 yr	100 yr	500 yr	50 yr	100 yr - BFE	500 yr
Confluence Apple Creek	121,500	1300.21	1626.7	1627.7	1631.0	1627.9	1629.0	1632.1	1.2	1.3	1.1
Confluence Little Heart River	121,500	1302.22	1628.3	1629.3	1632.8	1629.6	1630.7	1633.8	1.3	1.4	1.0
Confluence Heart River	121,500	1310.72	1633.7	1634.9	1638.3	1634.5	1635.7	1638.8	0.8	0.8	0.5
Bismarck Expressway	92,000	1313.41	1635.1	1636.3	1639.8	1636.0	1637.3	1640.4	0.9	1.0	0.6
Memorial Bridge	92,000	1314.21	1635.4	1636.5	1640.0	1636.3	1637.5	1640.8	0.9	1.0	0.8
BNSF Railroad	92,000	1314.99	1635.9	1637.0	1640.5	1637.7	1637.9	1641.2	1.8	0.9	0.7
Interstate 94 - Grant Marsh	92,000	1315.49	1636.1	1637.3	1640.7	1636.9	1638.1	1641.5	0.8	0.8	0.8
City of Bismarck Limits	92,000	1317.42	1637.7	1638.9	1642.9	1638.2	1639.6	1643.6	0.5	0.7	0.7
North End of Misty Waters	92,000	1319.88	1638.9	1640.0	1643.9	1639.5	1640.8	1644.6	0.6	0.8	0.7
North Limit of 2005 FEMA Model	92,000	1328.64	1644.0	1645.0	1648.5	1643.7	1644.8	1648.4	-0.3	-0.2	-0.1

Note: Hydrology (100 Year flow 1988, 2005 = 92,000 cfs/121,500 cfs)

The increases in the BFE are directly related to the changing river hydraulic or sediment accumulation in the river over 15 years. (1998-1983)

Table 3-1a: Reflects changes to June 6, 2024 - Risk Map DFIRM Update

Current Conditions - 2024

			Flood Elevations, (feet) NAVD1988 Flood Data						Changes in Flood Elevations from 2005 to 2024 (feet)		
			2005 Flood Data			2024 Flood Data - Current					
			Hydraulics Date: 1998			Hydraulics Date: 2018/2019					
Key Milestone	100-yr River Flow (cfs)	River Station	50 yr	100 yr	500 yr	50 yr	100 yr	500 yr	50 yr	100 yr - BFE	500 yr
Confluence Apple Creek	121,500/130,750	1300.21	1627.9	1629.0	1632.1	1628.2	1629.4	1632.8	0.3	0.4	0.7
Confluence Little Heart River	121,500/130,750	1302.22	1629.6	1630.7	1633.8	1629.0	1630.3	1633.7	-0.6	-0.4	-0.1
Confluence Heart River	121,500/130,750	1310.72	1634.5	1635.7	1638.8	1633.9	1635.3	1637.7	-0.6	-0.4	-1.1
Bismarck Expressway	92,000/106,600	1313.41	1636.0	1637.3	1640.4	1635.5	1636.8	1639.5	-0.5	-0.5	-0.9
Memorial Bridge	92,000/106,600	1314.21	1636.3	1637.5	1640.8	1635.8	1637.2	1640	-0.5	-0.3	-0.8
BNSF Railroad	92,000/106,600	1314.99	1637.7	1637.9	1641.2	1636.2	1637.7	1640.6	-1.5	-0.2	-0.6
Interstate 94 - Grant Marsh	92,000/106,600	1315.49	1636.9	1638.1	1641.5	1636.5	1638.1	1641.2	-0.4	0.0	-0.3
City of Bismarck Limits	92,000/106,600	1317.42	1638.2	1639.6	1643.6	1638.3	1639.6	1643.6	0.1	0.0	0.0
North End of Misty Waters	92,000/106,600	1319.88	1639.5	1640.8	1644.6	1639.5	1640.9	1644.6	0.0	0.1	0.0
North Limit of 2005 FEMA Model	92,000/106,600	1328.64	1643.7	1644.8	1648.4	1644.1	1645.6	1649.3	0.4	0.8	0.9

Note: Hydrology (100 Year flow 1988, 2005 = 94,000 cfs)

Hydrology (100 Year flow 2024 = 106,600 cfs -increase in recent Risk Map Assessment)

Stages changed due to two factors 1) is the increase in projected stream flows, 2) changes in river hydraulics

Reductions are most prevalent in the lower system due to scour in the Oahe Delta formation

**Table 3-1b: Created to reflect future projected stage increases
Projected Conditions - 2034**

			Flood Elevations, (feet) NAVD1988 Flood Data						Changes in Flood Elevations from 2024 to 2034 (feet)			Hydrology Net change
			2024 Flood Data			2034 Flood Data						
			Hydraulics Date: 2018/2019			Hydraulics Date: 1998						
Key Milestone	100-yr River Flow (cfs)	River Station	50 yr	100 yr	500 yr	50 yr	100 yr	500 yr	50 yr	100 yr - BFE	500 yr	
Confluence Apple Creek	130,750	1300.21	1628.2	1629.4	1632.8	1628.0	1629.5	1632.2	-0.2	0.1	-0.6	0.51
Confluence Little Heart River	130,750	1302.22	1629.0	1630.3	1633.7	1629.6	1631.2	1633.8	0.6	0.9	0.1	0.52
Confluence Heart River	130,750	1310.72	1633.9	1635.3	1637.7	1633.3	1636.3	1638.8	-0.6	1.0	1.1	0.55
Bismarck Expressway	106,600	1313.41	1635.5	1636.8	1639.5	1636.7	1638.0	1640.1	1.2	1.2	0.5	0.67
Memorial Bridge	106,600	1314.21	1635.8	1637.2	1640.0	1636.9	1638.3	1640.4	1.1	1.1	0.4	0.77
BNSF Railroad	106,600	1314.99	1636.2	1637.7	1640.6	1637.3	1638.7	1640.9	1.1	1.0	0.3	0.78
Interstate 94 - Grant Marsh	106,600	1315.49	1636.5	1638.1	1641.2	1637.5	1638.9	1641.2	1.0	0.8	0.0	0.81
City of Bismarck Limits	106,600	1317.42	1638.3	1639.6	1643.6	1638.9	1640.5	1643.2	0.6	0.9	-0.4	0.90
North End of Misty Waters	106,600	1319.88	1639.5	1640.9	1644.6	1640.2	1641.8	1644.3	0.7	0.9	-0.3	0.98
North Limit of 2005 FEMA Model	106,600	1328.64	1644.1	1645.6	1649.3	1644.3	1645.8	1648.1	0.2	0.2	-1.2	0.99

Note: Hydrology (100 Year flow 2024 = 106,600 cfs / 130,750 cfs - Assumed the same for 2034 [2018-1998 in 20 years])

Time Lapse		
2024-2018	6 Years	Modeling Gap
2034-2024	10 Years	Projection
	16 Years	Time to Impact

USGS Stream Gage

2024 Rating Curve Differential at Bismarck Gage	14-Mar-24
92,000 cfs	16.16 feet
106,600 cfs	16.93 feet
	0.77 feet

Existing increase from change in Hydrology Only

Stages in Table 3-1b reflect a return to the 1998 river hydraulics (sedimentation conditions at the time that will reoccur in the future)

This is the re-establishment of the earlier sediment conditions (1998) time line is (2018-2034) 15 years)

This increase is not perpetual over time, but will be a more gradual increase over time.

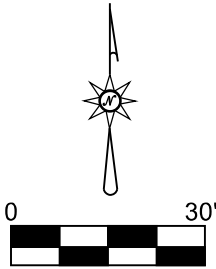
Ordinance Impact:

Given the current 2 foot above the BFE requirement it is projected that in 2034 the river will have reduced this freeboard to less than two feet

In-fact it could be less that one foot given the increased stream flows in combination with the change in stream hydraulics.

The changes would be most prevalent in the lower Missouri River system south of Bismarck

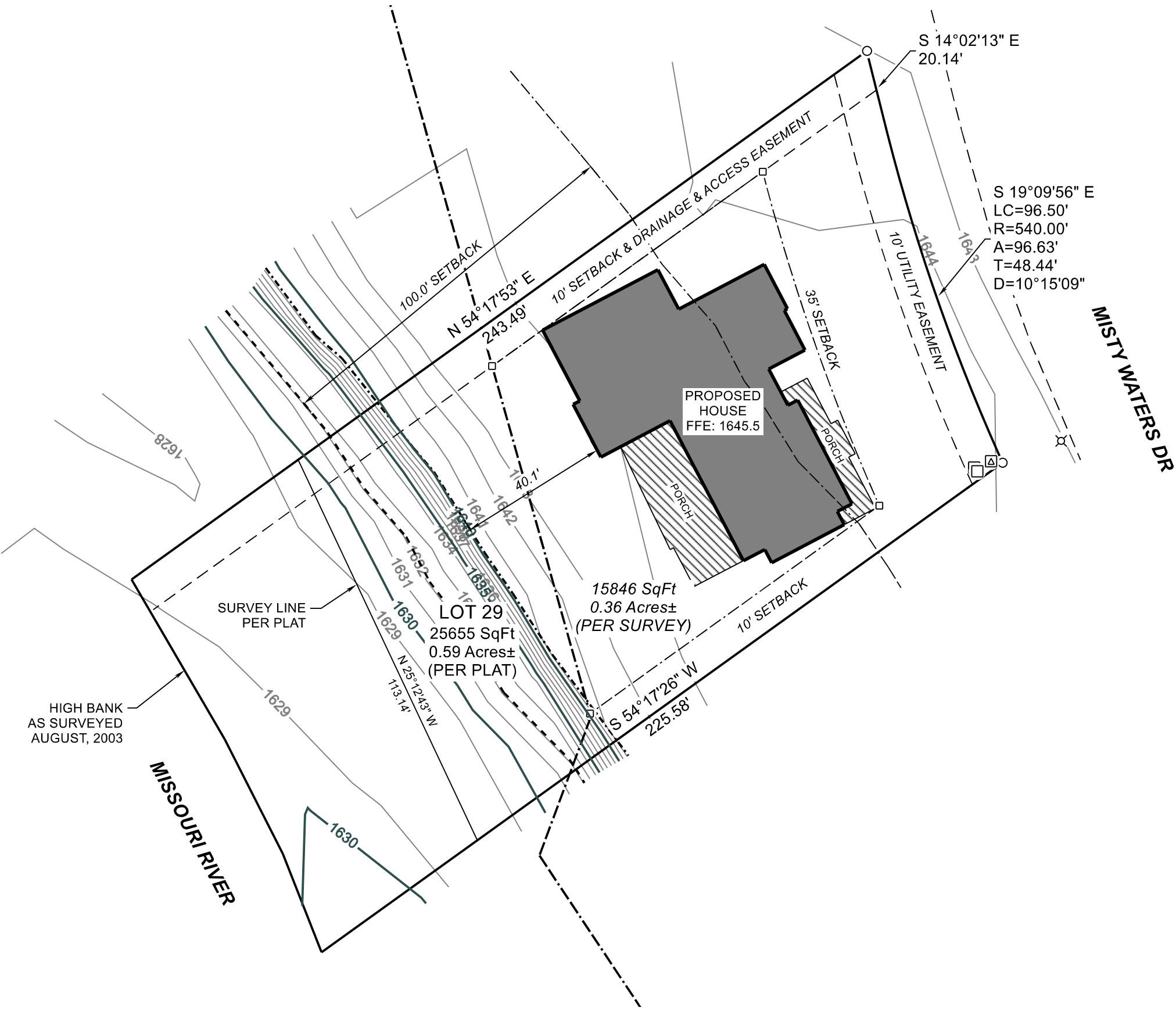
LEGAL DESC.: LOT 29, BLOCK 3, MISTY WATERS
PROPERTY ADDRESS: 6032 MISTY WATER DRIVE
BUILDER: PREMIER HOMES



LEGEND

- FOUND REBAR MONUMENT
- SET REBAR MONUMENT
- BUILDING SETBACK STAKE
- ⊠ ELECTRIC BOX
- ⊗ STREET LIGHT
- UTILITY BOX
- 2005 LOMR LINE
- - - - HIGH BANK
- - - - 33,000 CFS (1632.1±)

NOTE: SURVEY PERFORMED 06/15/2026



**TOMAN ENGINEERING
COMPANY**

501 1st Street NW, Mandan, ND 58554
Phone: 701-663-6483 * Fax: 701-663-0923

U.S. Army Corps of Engineers (USACE)
NATIONWIDE PERMIT PRE-CONSTRUCTION NOTIFICATION (PCN)

For use of this form, see 33 CFR 330; the proponent agency is CECW-CO-R.

*Form Approved -
OMB No. 0710-0003
Expires: 08-31-2023*

DATA REQUIRED BY THE PRIVACY ACT OF 1974

Authority Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Regulatory Program of the Corps of Engineers (Corps); Final Rule 33 CFR 320-332.

Principal Purpose Information provided on this form will be used in evaluating the nationwide permit pre-construction notification.

Routine Uses This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of the agency coordination process.

Disclosure Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued.

The public reporting burden for this collection of information, 0710-0003, is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR RESPONSE TO THE ABOVE EMAIL.

One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see *sample drawings and/or instructions*) and be submitted to the district engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned.

(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE
--------------------	----------------------	------------------	------------------------------

(ITEMS BELOW TO BE FILLED BY APPLICANT)

5. APPLICANT'S NAME First - Scott Middle - Thomas Last - Sterling Company - Company Title - E-mail Address - scott.t.sterling@gmail.com	8. AUTHORIZED AGENT'S NAME AND TITLE (<i>agent is not required</i>) First - Middle - Last - Company - E-mail Address -
---	---

6. APPLICANT'S ADDRESS Address- 3912 Silver Blvd City - Bismarck State - ND Zip - 58503 Country - USA	9. AGENT'S ADDRESS Address- City - State - Zip - Country -
--	---

7. APPLICANT'S PHONE NOS. with AREA CODE a. Residence b. Business c. Fax d. Mobile 315-272-5343	10. AGENT'S PHONE NOS. with AREA CODE a. Residence b. Business c. Fax d. Mobile
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STATEMENT OF AUTHORIZATION

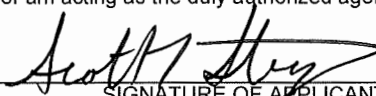
11. I hereby authorize, _____ to act in my behalf as my agent in the processing of this nationwide permit pre-construction notification and to furnish, upon request, supplemental information in support of this nationwide permit pre-construction notification.

SIGNATURE OF APPLICANT DATE

NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY

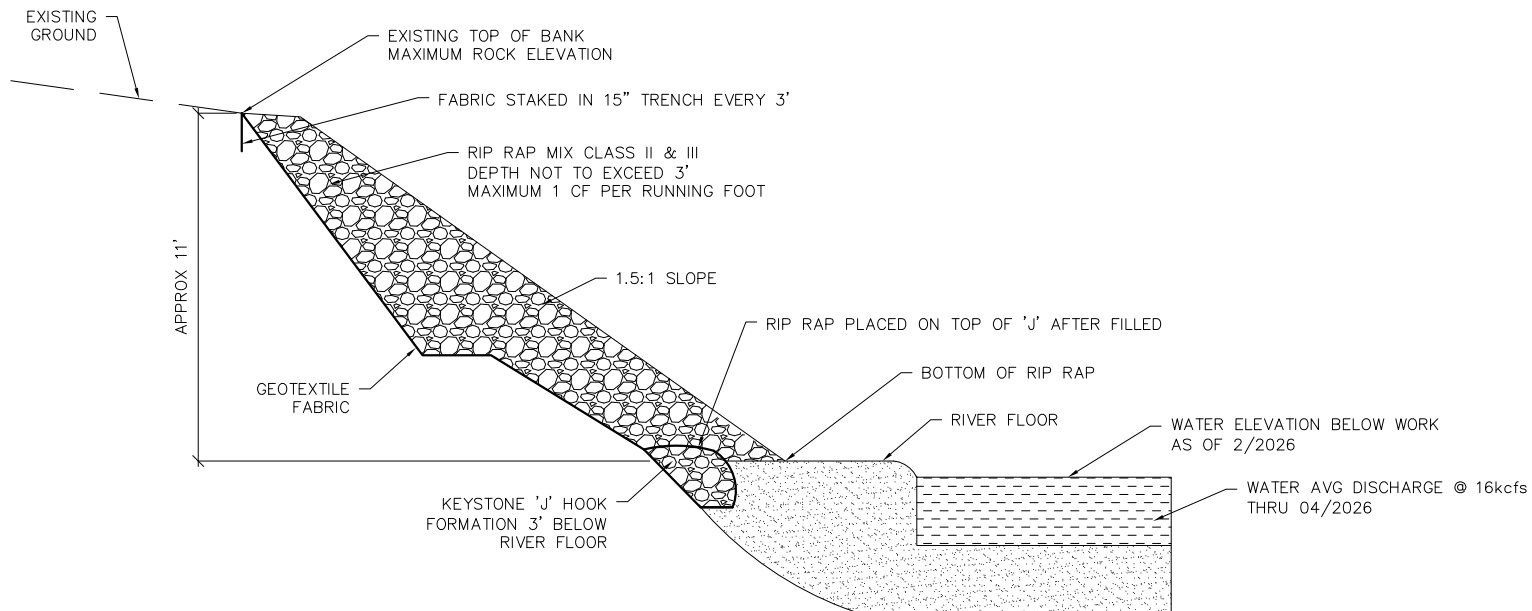
12. PROJECT NAME or TITLE (*see instructions*)
Missouri River Bank Stabilization

NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY					
13. NAME OF WATERBODY, IF KNOWN (<i>if applicable</i>) Missouri River			14. PROPOSED ACTIVITY STREET ADDRESS (<i>if applicable</i>) 6032 Misty Waters Drive		
15. LOCATION OF PROPOSED ACTIVITY (<i>see instructions</i>) Latitude °N Longitude °W 46°52'16.9" 100°52'30.7"			City: Bismarck		State: Zip: ND 58503
16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (<i>see instructions</i>) State Tax Parcel ID Municipality 31-139-81-60-03-290 Burleigh County, ND Section Township Range W 1/2 S11 139N 81W					
17. DIRECTIONS TO THE SITE North of River Rd, West on Burnt Creek to Misty Waters Development					
18. IDENTIFY THE SPECIFIC NATIONWIDE PERMIT(S) YOU PROPOSE TO USE Nationwide 13					
19. DESCRIPTION OF PROPOSED NATIONWIDE PERMIT ACTIVITY (<i>see instructions</i>) Bank stabilization of river bank by the use of class II & III rock, geotextile fabric (NW6), and max 3 foot thick rip rap armoring placed at a 1.5:1 slope. Intent is to armor the slope with rip rap from 3ft below current river bed elevation up to top of bank. Approximately a max of 200 CY of rip rap will be utilized, with approximately 130 CY stored beneath the ordinary high water mark.					
20. DESCRIPTION OF PROPOSED MITIGATION MEASURES (<i>see instructions</i>) No mitigation is anticipated as there is no tree removal or brush removal of established stands anticipated for this project, but there will be a small amount of clearing and grubbing to remove the opportunistic volunteer vegetation that has grown on the eroded face of the slope that is being stabilized.					
21. PURPOSE OF NATIONWIDE PERMIT ACTIVITY (<i>Describe the reason or purpose of the project, see instructions</i>) The purpose of the activity is to protect the bank from further erosion and protect further loss of private property adjacent to river.					
22. QUANTITY OF WETLANDS, STREAMS, OR OTHER TYPES OF WATERS DIRECTLY AFFECTED BY PROPOSED NATIONWIDE PERMIT ACTIVITY (<i>see instructions</i>) Acres Linear Feet Cubic Yards Dredged or Discharged 113 Linear Feet 200					
Each PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site.					
23. List any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. (<i>see instructions</i>) Temporary construction permit will be required.					
24. If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and requires pre-construction notification, explain how the compensatory mitigation requirement in paragraph (c) of general condition 23 will be satisfied, or explain why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required for the proposed activity. N/A					

25. Is any portion of the nationwide permit activity already complete? ☐ Yes ☒ No If Yes, describe the completed work:
26. List the name(s) of any species listed as endangered or threatened under the Endangered Species Act that might be affected by the proposed NWP activity or utilize the designated critical habitat that might be affected by the proposed NWP activity. (see instructions) Piping Plover - no effect if permitted prior 15-Apr. - Whooping Cranes during migration at stopover sites. - Piping Plover critical habitat may be altered along the embankment base as it will be replaced with rip rap.
27. List any historic properties that have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic property or properties. (see instructions) No known effects or sites.
28. For a proposed NWP activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, identify the Wild and Scenic River or the "study river": N/A
29. If the proposed NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, have you submitted a written request for section 408 permission from the Corps district having jurisdiction over that project? ☐ Yes ☒ No If "yes", please provide the date your request was submitted to the Corps district:
30. If the terms of the NWP(s) you want to use require additional information to be included in the PCN, please include that information in this space or provide it on an additional sheet of paper marked Block 30. (see instructions) All material will come from a local farmers field found at SE¼ of the SW¼ of Section 13 Township 139 North, Range 80 West or nearby address: 4728 43rd Ave NE, Bismarck, ND 58503. Attached aerial map (pg 6) displays material piles. Material will be moved and stored at project site while awaiting permit approval. There will be no removal of material from the Missouri River channel. Project steps in order: 1. appropriate grading of top river bank cutback and toe trench. 2. Lay fabric from top trench to bottom J hook. 3. Use zero-drop method for placing rock with long reach excavator. 4. Utilizing class III rock for majority of base with class II covering surface.
31. Pre-construction notification is hereby made for one or more nationwide permit(s) to authorize the work described in this notification. I certify that the information in this pre-construction notification is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.  SIGNATURE OF APPLICANT 2/19/26 DATE _____ SIGNATURE OF AGENT _____ DATE
The pre-construction notification must be signed by the person who desires to undertake the proposed activity (applicant) and, if the statement in Block 11 has been filled out and signed, the authorized agent. 18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

NOTES:

- 1) AREA TO COVER APPROX 14' X 113'
- 2) ESTIMATED APPROX 200 CUBIC YARDS OF RIPRAP WILL BE USED
- 3) RIP RAP WILL NOT EXCEED 3' THICK
- 4) RIPRAP WILL BE PLACED USING THE ZERO DROP METHOD
- 5) THE SLOPE WILL BE EVENLY GRADED AND PACKED TO MATCH THE SURROUNDING SLOPES
- 6) NO WORK PERFORMED IN THE WATER
- 7) NO SILT CURTAIN NEEDED



RIP RAP BANK STABILIZATION TYPICAL SECTION
NOT TO SCALE

BANK STABILIZATION PROJECT
SCOTT STERLING
6032 MISTY WATERS DRIVE
BISMARCK, ND 58503

Bank Stabilization Site

Section 11 Township 139 North
Range 81 West

Legend

-  6032 Misty Waters Drive, Bismarck
-  Material Staging Area
-  Project Footprint
-  Property Boundary



Rip Rap Rock Locations

SE¼ of the SW¼ of Section 13
Township 139 North, Range 80

Legend

-  4728 43rd Ave NE, Bismarck, ND 58503
-  Material Piles

Material Pile 1

Material Pile 2

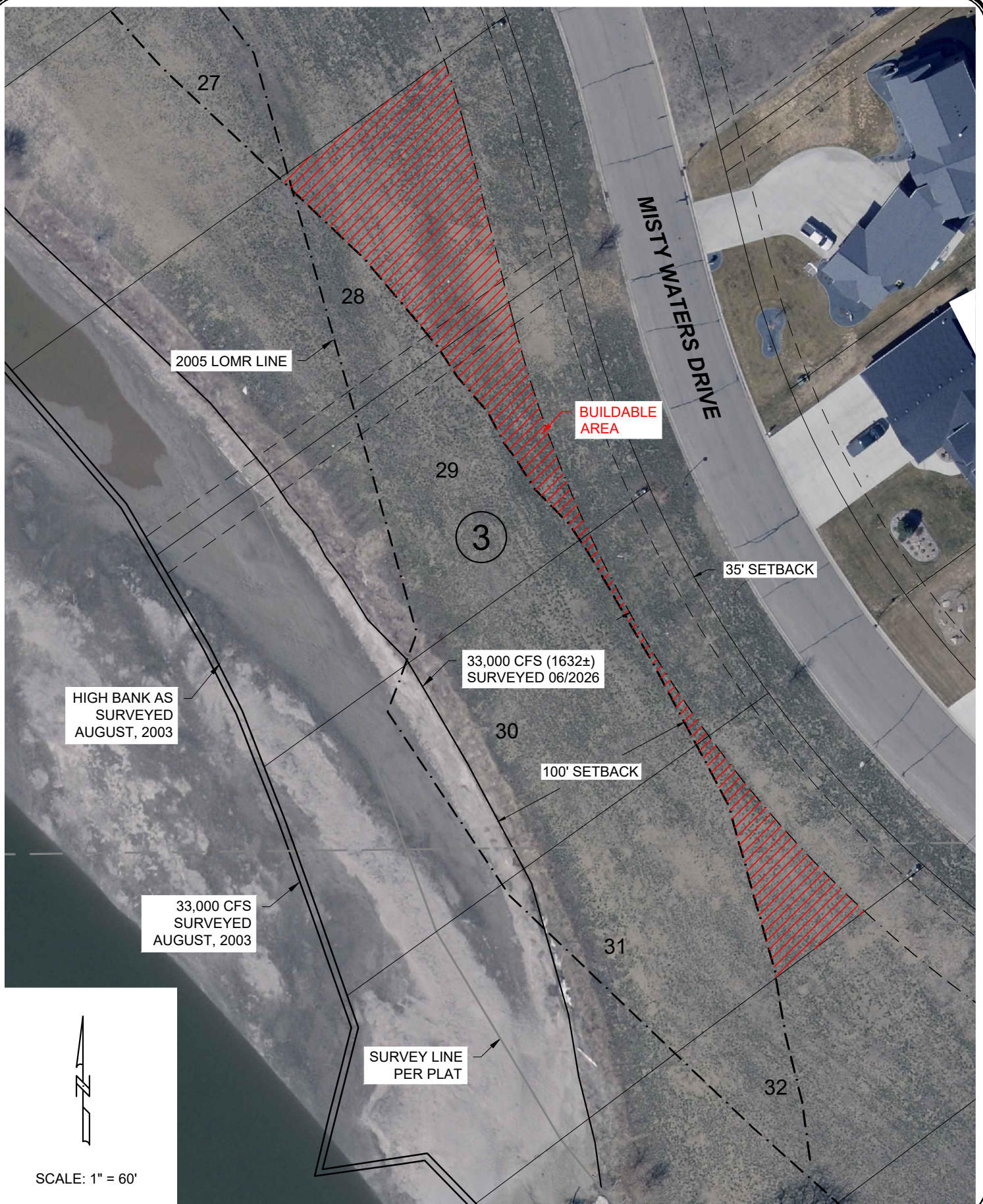
4728 43rd Ave NE, Bismarck, ND

43rd Ave NE









SHEET NUMBER

1

OF 1 SHEETS

PROJECT:

CURRENT BUILDABLE AREAS
LOTS 28-31, BLOCK 3, MISTY WATERS
BURLEIGH COUNTY, ND



TOMAN ENGINEERING

501 1st Street NW, Mandan, ND 58554
701-663-6483 * www.tomanengineering.com



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, OMAHA DISTRICT
REGULATORY DIVISION
NORTH DAKOTA REGULATORY OFFICE
3319 UNIVERSITY DRIVE
BISMARCK, ND 58504

April 23, 2026

SUBJECT: Nationwide Permit Verification, NWO-2026-00324-BIS, Sterling Bank Stabilization

Scott Sterling
3912 Silver Blvd
Bismarck, North Dakota 58503

Dear Mr. Sterling:

This letter is in response to your 3/4/2026 Pre-construction Notification (PCN), requesting Department of the Army (DA) Nationwide Permit (NWP) verification for the above-referenced project. The project site is located at Latitude 46.8712°, Longitude -100.8751°; Township 139 North, Range 81 West; 6032 Misty Waters Drive, Bismarck, Burleigh County, North Dakota.

Based on the information you provided to this office, the project involves bank stabilization along 113 linear feet of the Missouri River to protect an eroding bank. The work includes placement of 200 cubic yards of Class II and III rock riprap, with approximately 130 cubic yards to be discharged below the Ordinary High Water Mark (OHWM). The total area of riprap covers approximately 0.036 acres, impacting approximately 0.016 acres within the OHWM. The purpose of the project is to halt ongoing erosion and protect the adjacent property.

The U.S. Army Corps of Engineers (Corps) regulates structures or work in, over, and under navigable waters of the United States under Section 10 of the Rivers and Harbors Act (RHA) (33 U.S.C. 403). The Corps' regulations are published in the *Code of Federal Regulations* at 33 CFR parts 320 through 332. NWPs are defined in the *Federal Register* (91 FR 768) published on January 8, 2026. Based on a review of the information you furnished and available to us, we have determined the above referenced work requires DA authorization under Section 10 of the RHA.

Based upon the information you provided, we hereby verify that the work described above, which would be performed in accordance with the plans and information you provided with the application, is authorized by 13 (Bank Stabilization). Please note that deviations from the original plans and information, and specifications of your project could require additional authorization from this office. This NWP and associated Regional and General Conditions are enclosed and can be accessed on our website at: <https://www.nwo.usace.army.mil/Missions/Regulatory-Program/North-Dakota/>. Failure to comply with the General and Regional Conditions of this NWP, or the project-specific

special conditions of this authorization, may result in the suspension or revocation of your authorization, and you may be subject to appropriate enforcement action. You shall comply with all terms and conditions associated with this NWP, including the following special conditions..

Special Conditions:

1. No work will occur during the nesting season for piping plovers (April 15 to August 15) within 0.5 mile (minimum) or within sight of any nesting colonies until young have fledged and left the nesting area, with some exceptions.

If work is necessary during any portion of the period of concern (April 15 to August 15), we ask that daily surveys be conducted 7 days prior to the staging of equipment at the Site. A pre-construction ocular survey for nesting sites will be conducted by a qualified individual who has been trained to identify nesting piping plovers. Work during the period of concern identified above will only occur beyond 0.5 mile (minimum) or beyond the line of sight of piping plovers; no timing restrictions or buffers are necessary where surveys confirm absence of nesting and fledged young in the nesting area. Survey results will be submitted to the Corps and the USFWS. Survey information will include the applicant's name, project location and description, and the survey results.

2. You shall comply with all terms and conditions of the enclosed November 24, 2025 Section 401 of the Clean Water Act Water Quality Certification (WQC).

Unless this NWP is suspended, modified, or revoked, it is valid until **March 15, 2031**. It is incumbent upon you to remain informed of changes to this NWP. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization as per 33 CFR 330.6(b). Any project specific conditions listed in this letter continue to remain in effect after the NWP verification expires unless the district engineer removes those conditions.

To assist in your compliance with NWP General Condition 30, enclosed is a "Compliance Certification" form (Eng Form 6285), which shall be signed and returned within 30 days of completion of the project, including any required mitigation. Your signature on this form certifies that you have completed the work in accordance with the terms and conditions of the NWP. Activities completed under the authorization of an NWP which was in effect at the time the activity was completed continue to be authorized by that NWP.

Authorizations under this NWP does not relieve permittees from obtaining permits or other authorizations from any required federal, state, or local agency.

If you have any questions, please contact Sam Swanberg via email at samantha.n.swanberg@usace.army.mil, by mail at the address above, or by phone at (701) 255-0015 ext. 6398.

Sincerely,



Benjamin N. Soiseth
Chief, North Dakota Branch

Enclosures

1. Compliance Certification (Eng Form 6285)
2. NWP 13 Factsheet with General and Regional Conditions
3. NDDEQ CWA Section 401 WQC

MISSOURI RIVER SETBACK ORDINANCE

MEETING INFORMATION

Date:	December 12, 2016	Attendees:	Michael Gunsch, HEI Rick Detwiller, BCWRD Manager Kathleen Jones, County Commissioner Brady Blaskowski, City of Bismarck Floodplain Coordinator Kim Lee, City of Bismarck, Community Development
Project/Topic:	Missouri River Set Backs	Project Number:	HEI No. 6025-012

The purpose for this meeting was to discuss the City of Bismarck's current floodplain development ordinances, which include the Extraterritorial Area (ETA), related to the setbacks on the Missouri River for new structures. The following general items were discussed with the noted action items:

- The status of the Burleigh County and City of Bismarck ordinances
- Discussion of the existing Missouri River Bank Stabilization projects and local easements obtained for these revetments.
- The requirement to comply with the USACE Section 408 compliance related to modifications in these easements and these federal projects, was also discussed, including O&M provisions for these facilities.
- The BCWRD's recommendation is to move from using the Ordinary High Water Mark (OHWM) for the setback measurement to the top of bank. This measurement for the purposes of building permits would be based on time of construction, however bank conditions need to be evaluated.
- The potential impact of this change was noted on several exhibits created for the Burleigh County Planning Commission, but they remain to be presented.
- A County revision to move from the current 75-foot setback to 100-foot, would impact only a very limited number of undeveloped lots. This is a much lesser impact in the ETA where the set back is already a standard 100-feet from the OHWM on all lots.
- The number of lots within the ETA as well as within the county, as of the date of the GIS data, was reviewed, discussed and is attached.
- The need to have consistent ordinances within the City and County is an important factor to provide reasonable considerations for all future development.
- There is a need to notify lot owners of the risks along the river and the bank stabilization easements, where they exist.
- The update of the setback would be considered a positive for the City and County in their pursuit of credits under FEMA's Community Rating System.

Action Items:

- The City requested that the BCWRD's resolution, which had not yet been presented to them, be updated and provided for consideration, as they evaluate revising their current ordinance.
- The consensus was to apply any proposed changes to "new plats" and not include the existing platted undeveloped lots in the ordinance revisions. To be consistent this should be applied the same within the City, ETA and County. Notice to those constructing on currently platted lots would appear to be an appropriate consideration as well given the risks associated with river bank failure. The BCWRD
- The BCWRD will reconsider the resolution to the City of Bismarck at their December 22, 2016 meeting for submittal to the City. They will then consider requesting this issue be placed on the Burleigh County Planning Commission Agenda.

Sundown Acres – 4 lots (all around 700 to 800 feet deep)

Bourgeois Subdivision

1 lot that is ~500+ feet deep

3 lots that are 250 feet deep and appear nonconforming due to size (not 1.5 acres)

A good portion of these lots are platted into the river, which is sovereign land

BCWRD Easement on Hogue Island – *most of these lots are 250 to 350 feet deep other existing residences fit in most cases:*

Riverside (7 lots less 4 purchased for Hogue Island Flood Control – then sold so 3)

Riverside 2nd – 10 lots

Valcor - 1 lot

Island Park Estates – 3 lots

Hogue Island Estates – 3 lots

Woodland Shores – 4 lots

Raymar 3th Subdivision – 6 lots (~ 400 to 500 feet deep)

Considering that the Scott Harris family lost the use of their home and nearly 200+ feet of their lot in 2011 allowing new residential construction without bank protection in this area is questionable at best and the 100 feet alone is inadequate protection. There are some protected banks in this area, though limited

Note the depth approximations shown are from Google, versus CAD so are approximate

So the number of total affected lots – outside Hogue Island is **14 lots (if I count correctly).**

Three appear undevelopable as non-conforming so we have **11 affected**.

Below is a count of undeveloped platted residential parcels in the Bismarck ETA summed by subdivision and listed from north to south:

Undeveloped Platted Residential Parcels In ETA (64 total parcels)

Ponderosa Riverside Village 4th Subdivision - **1**

Olive Tree Subdivision - **6**

Misty Waters - **32**

Wilderness Cove 2nd Subdivision - **13**

Mills 3rd Subdivision - **2**

Mills 2nd Subdivision - **1**

Mills 1st Subdivision Replat - **1**

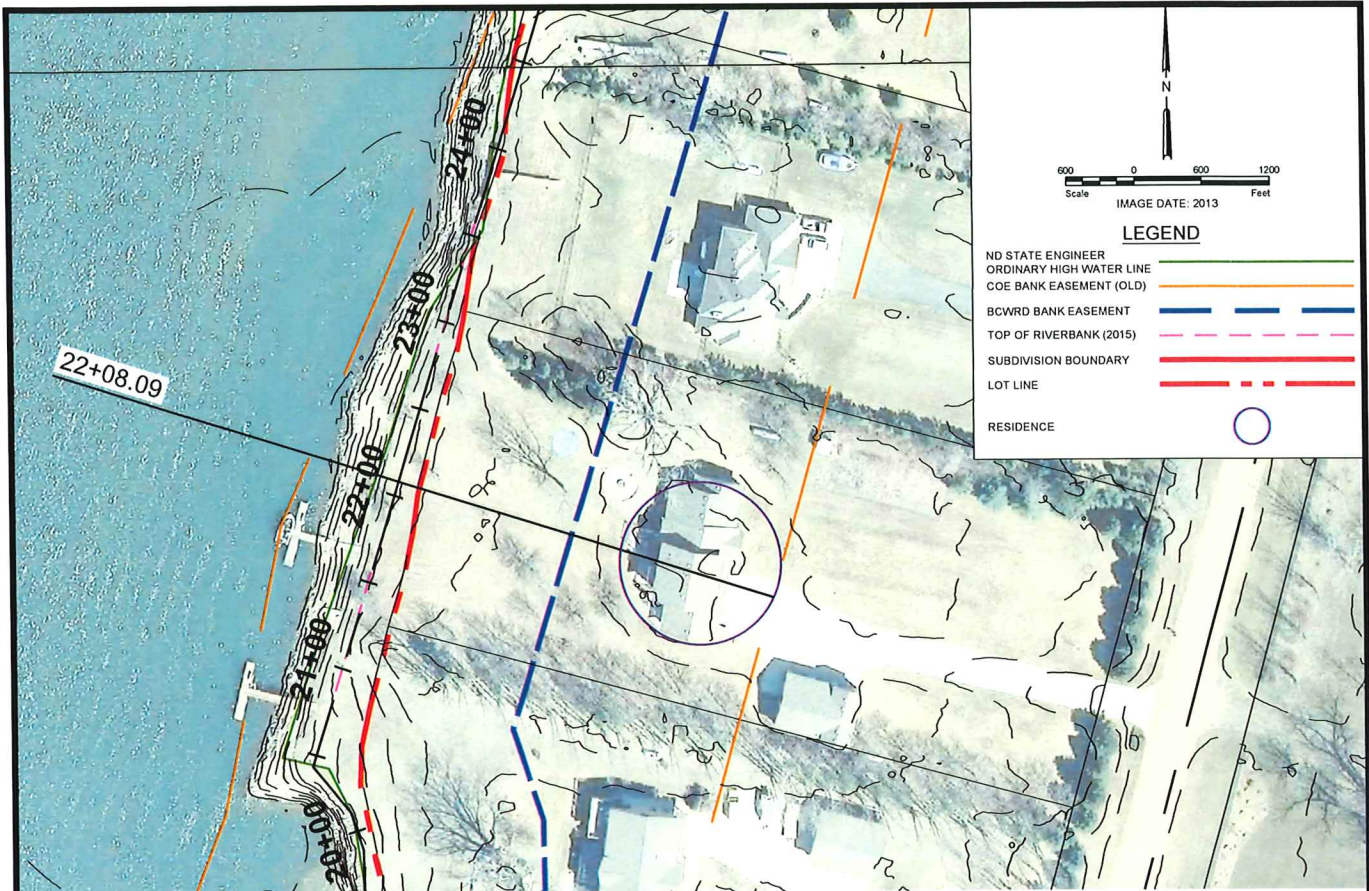
Mills 1st Subdivision - **1**

Mills 1st Subdivision 2nd Replat - **1**

Fox Island 2nd Subdivision - **2**

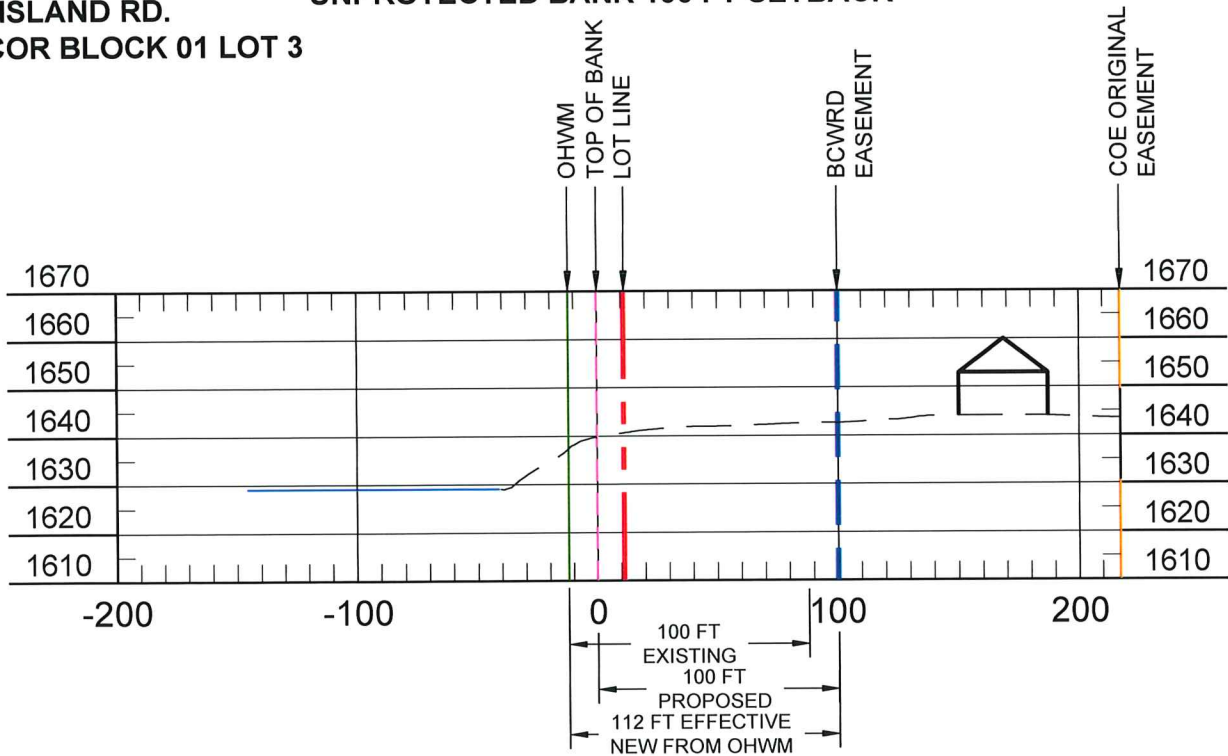
Fox Island Subdivision - **1**

Sibley Island Estates - **3**



9222 ISLAND RD.
VALCOR BLOCK 01 LOT 3

UNPROTECTED BANK 100 FT SETBACK



H:\Bismarck\JBN\6025 Burreigh Co. WBD\6025-011 Issue Island Flood Control\CAD\DWG\BTS\House Location Exhibits 8.5x11.dwg-SHEET 1 (1)-7/19/2016 12:05 PM-(wcurran)



Bismarck

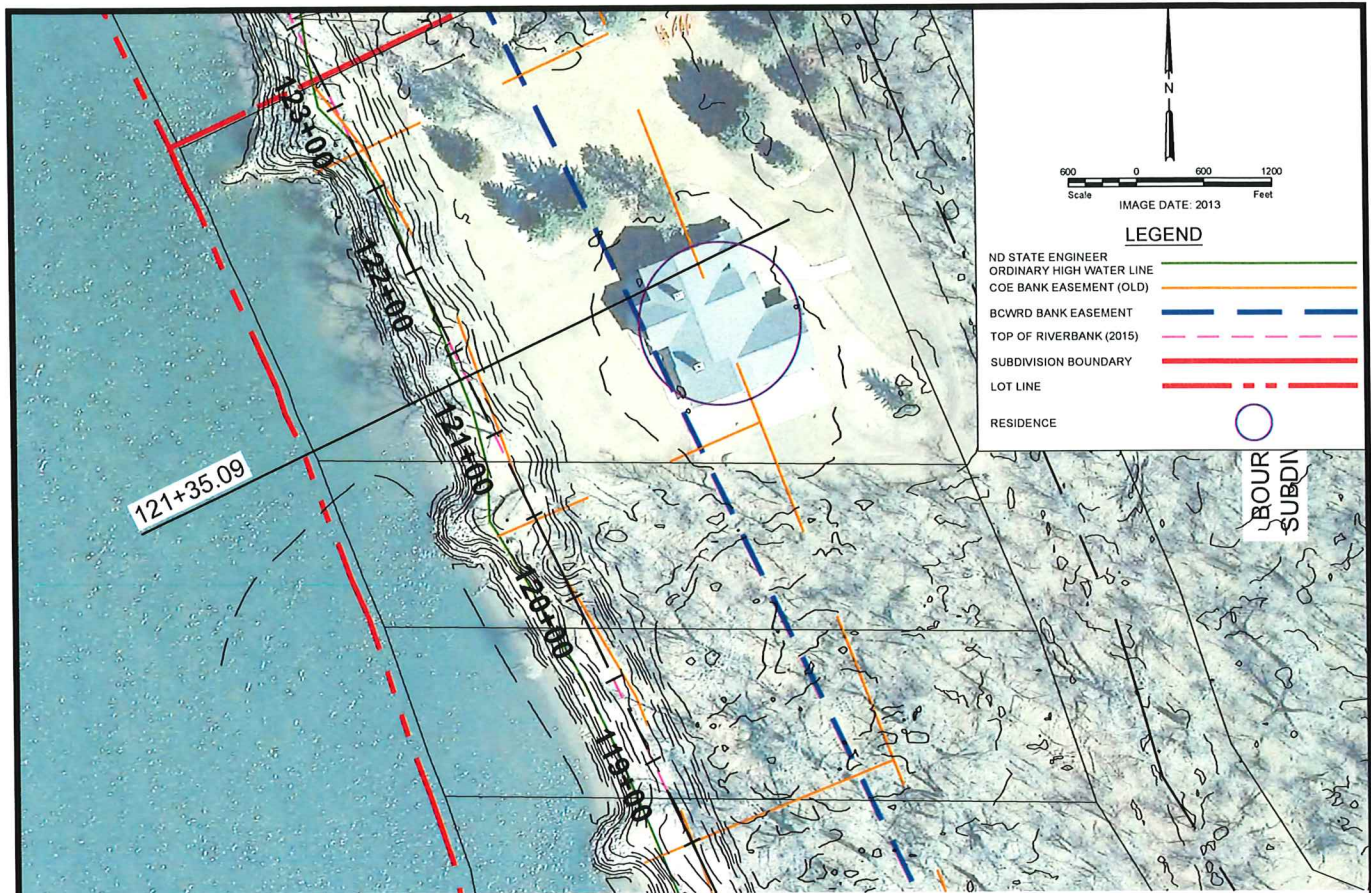
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F: 701.323.0300

Drawn by
AV, HK
Checked by
MHG

Date
7-11-16
Scale
AS SHOWN

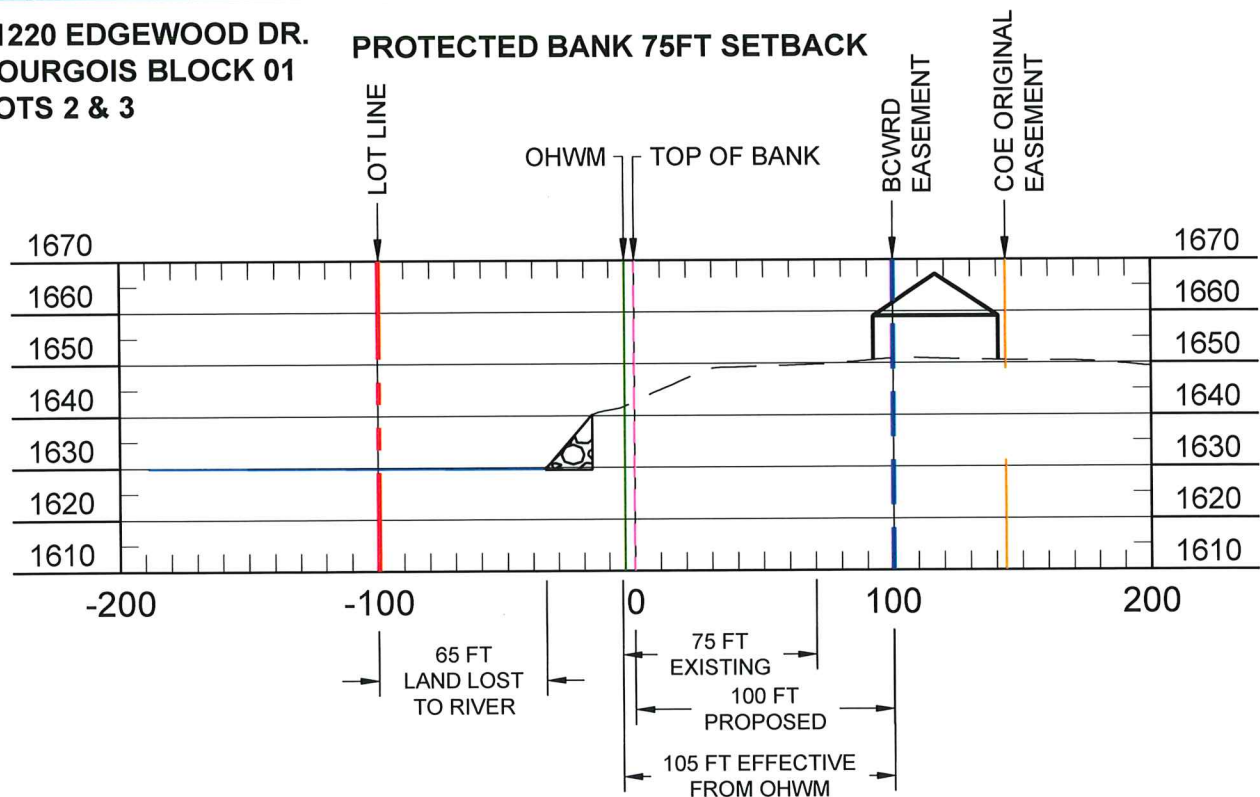
MISSOURI RIVER SETBACKS
BURLEIGH COUNTY WATER RESOURCE DISTRICT
BURLEIGH COUNTY, NORTH DAKOTA
PROJECT NO. 6025-021

SHEET
1 of 5



11220 EDGEWOOD DR.
BOURGEOIS BLOCK 01
LOTS 2 & 3

PROTECTED BANK 75FT SETBACK



Bismarck

P: 701.323.0200
F: 701.323.0300

Drawn by
AV, HK

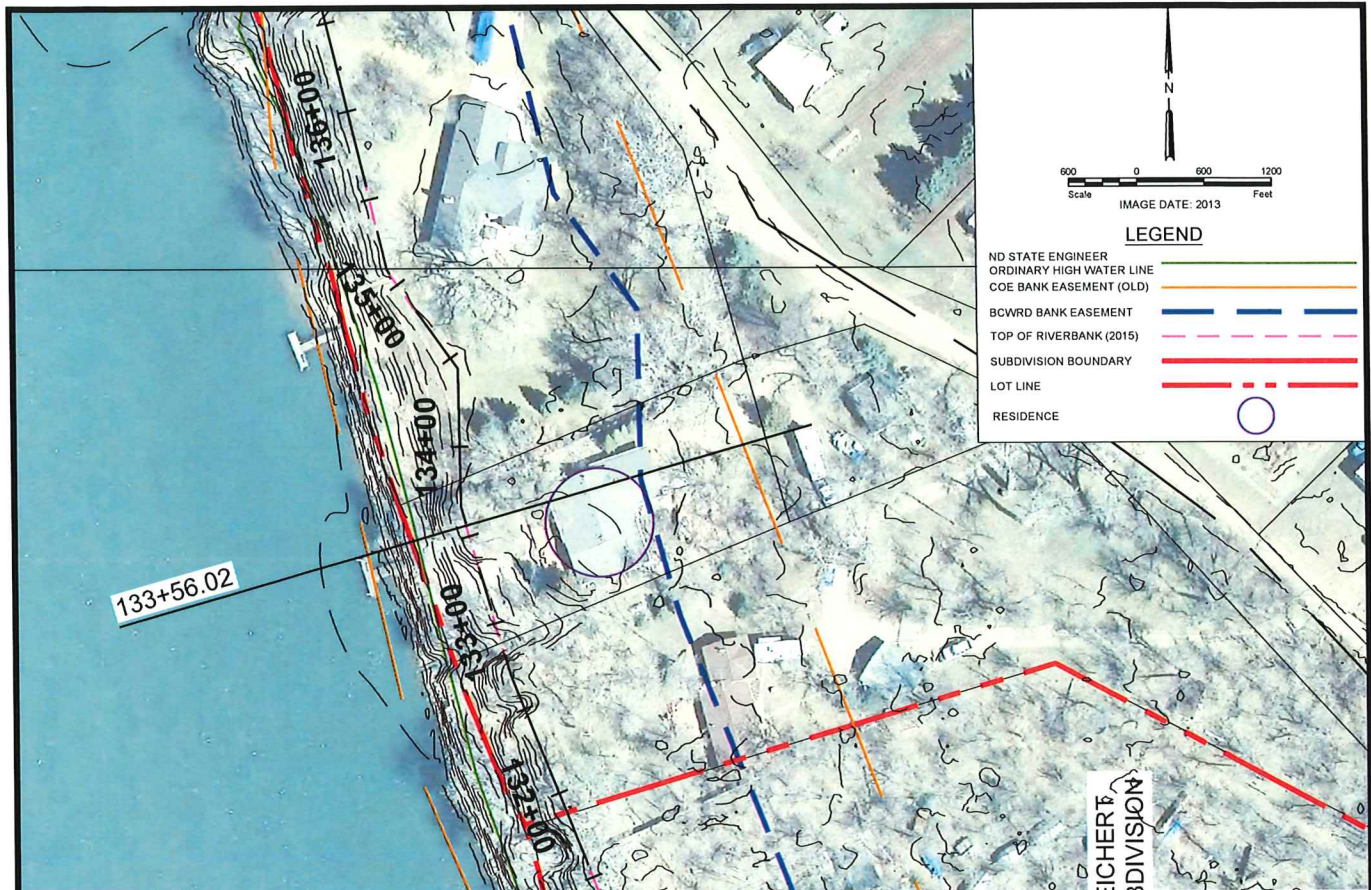
Checked by
MHG

Date
7-11-16

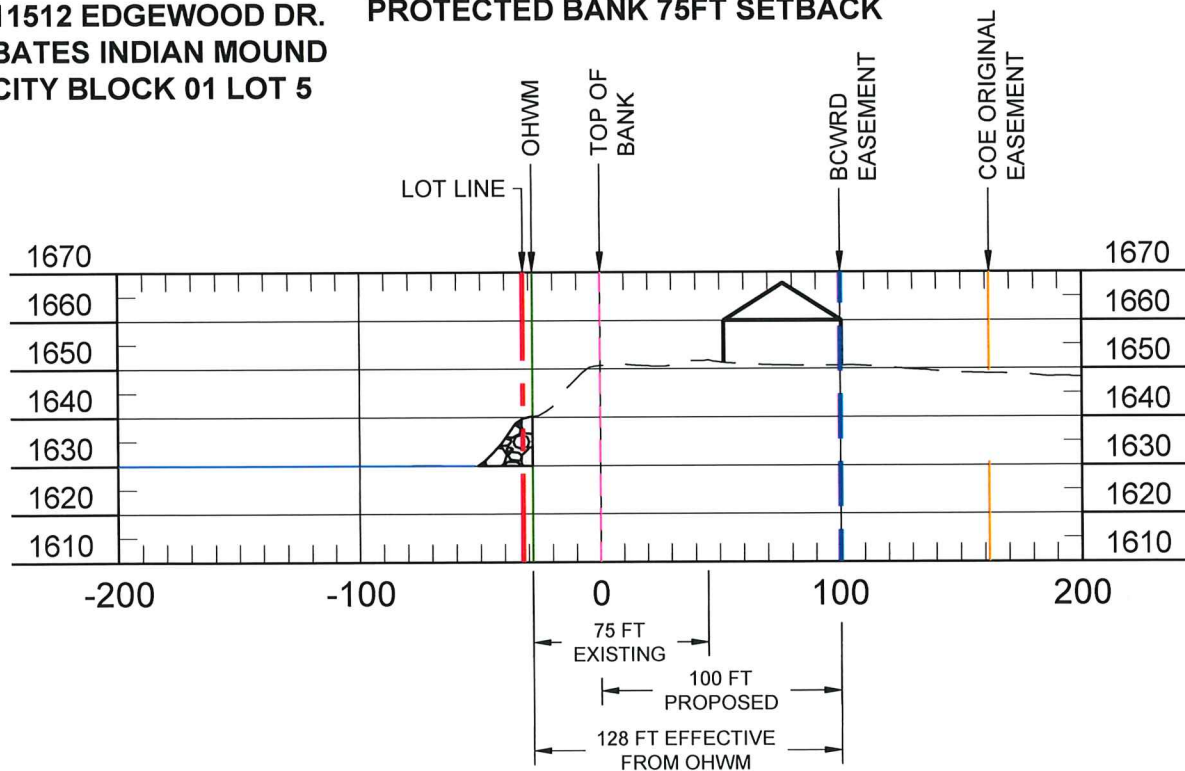
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AS SHOWN

MISSOURI RIVER SETBACKS
BURLEIGH COUNTY WATER RESOURCE DISTRICT
BURLEIGH COUNTY, NORTH DAKOTA
PROJECT NO. 6025-021

SHEET
2 of 5



**11512 EDGEWOOD DR.
BATES INDIAN MOUND
CITY BLOCK 01 LOT 5**



Bismarck

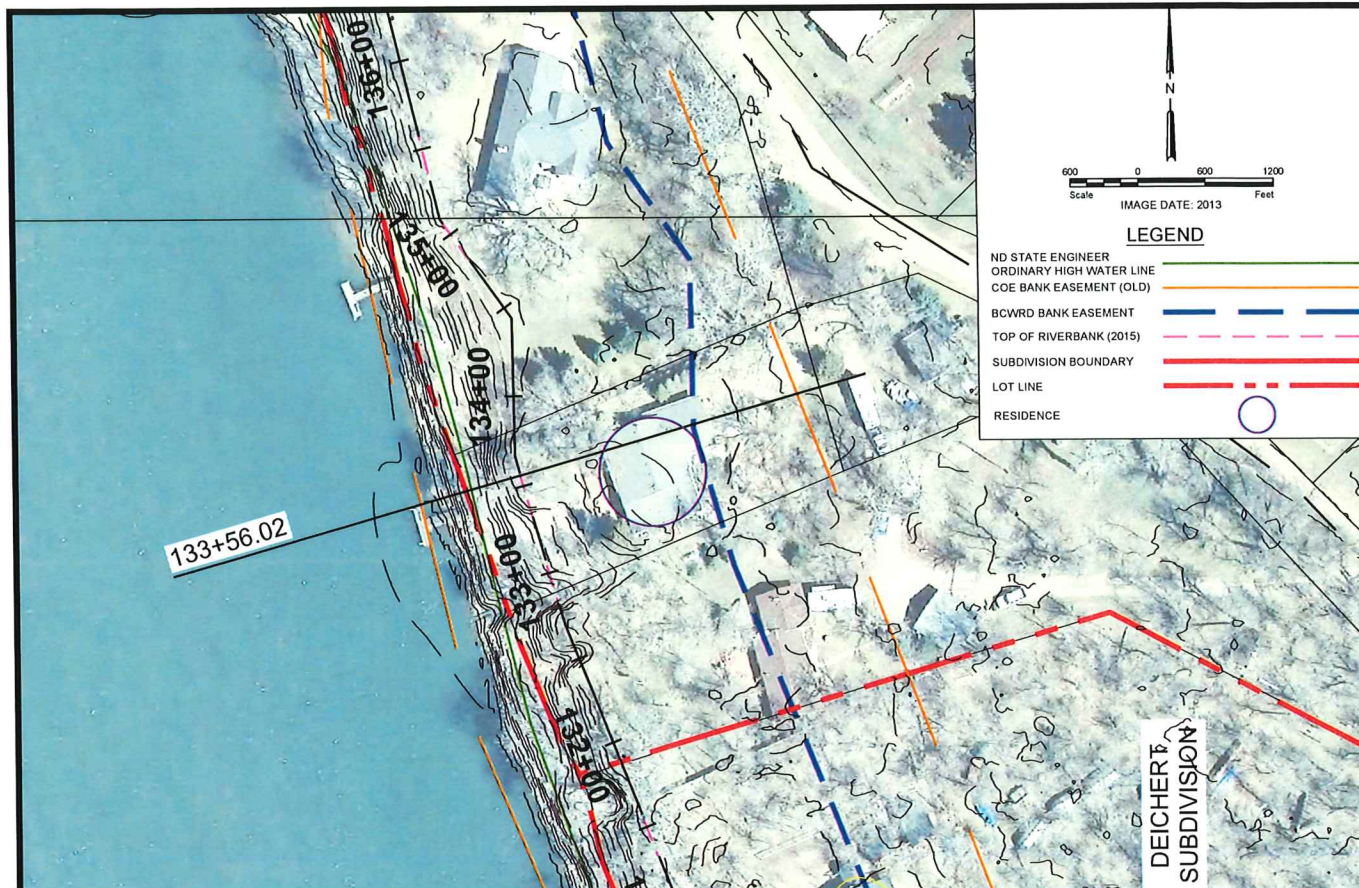
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F: 701.323.0300

Drawn by
AV, HK
Checked by
MHG

Date
7-11-16
Scale
AS SHOWN

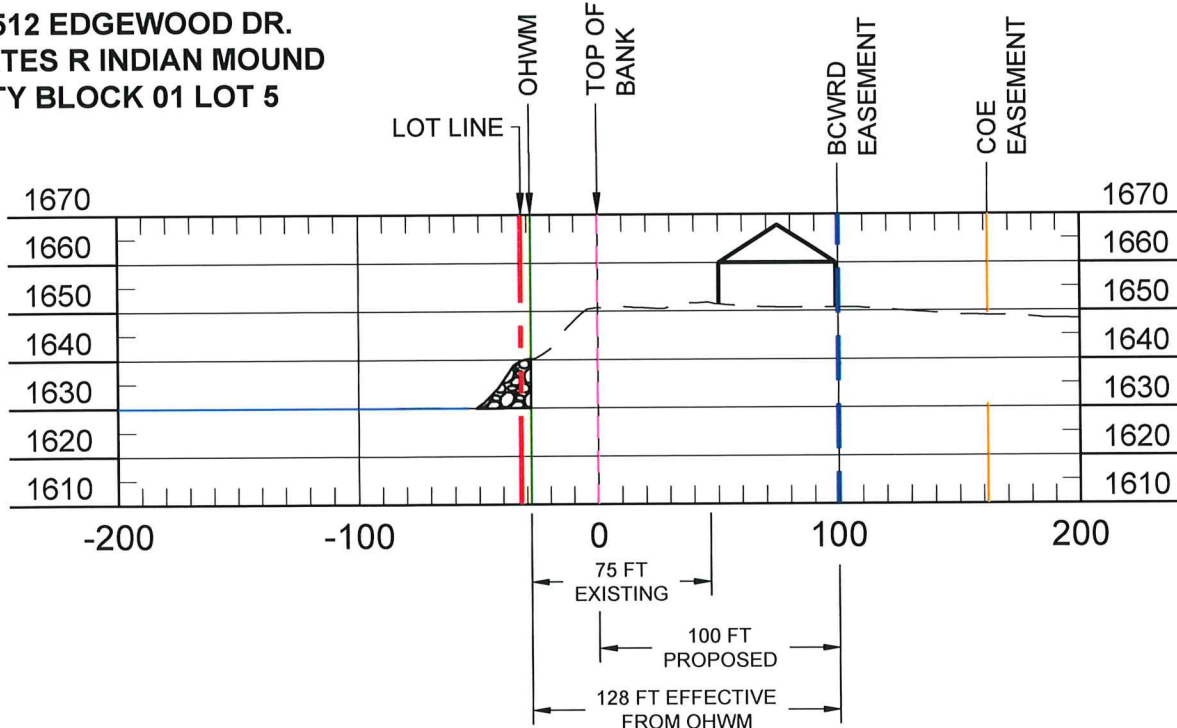
MISSOURI RIVER SETBACKS
BURLEIGH COUNTY WATER RESOURCE DISTRICT
BURLEIGH COUNTY, NORTH DAKOTA
PROJECT NO. 6025-021

SHEET
3 of 5



PROTECTED BANK 75FT SETBACK

11512 EDGEWOOD DR.
BATES R INDIAN MOUND
CITY BLOCK 01 LOT 5



Bismarck

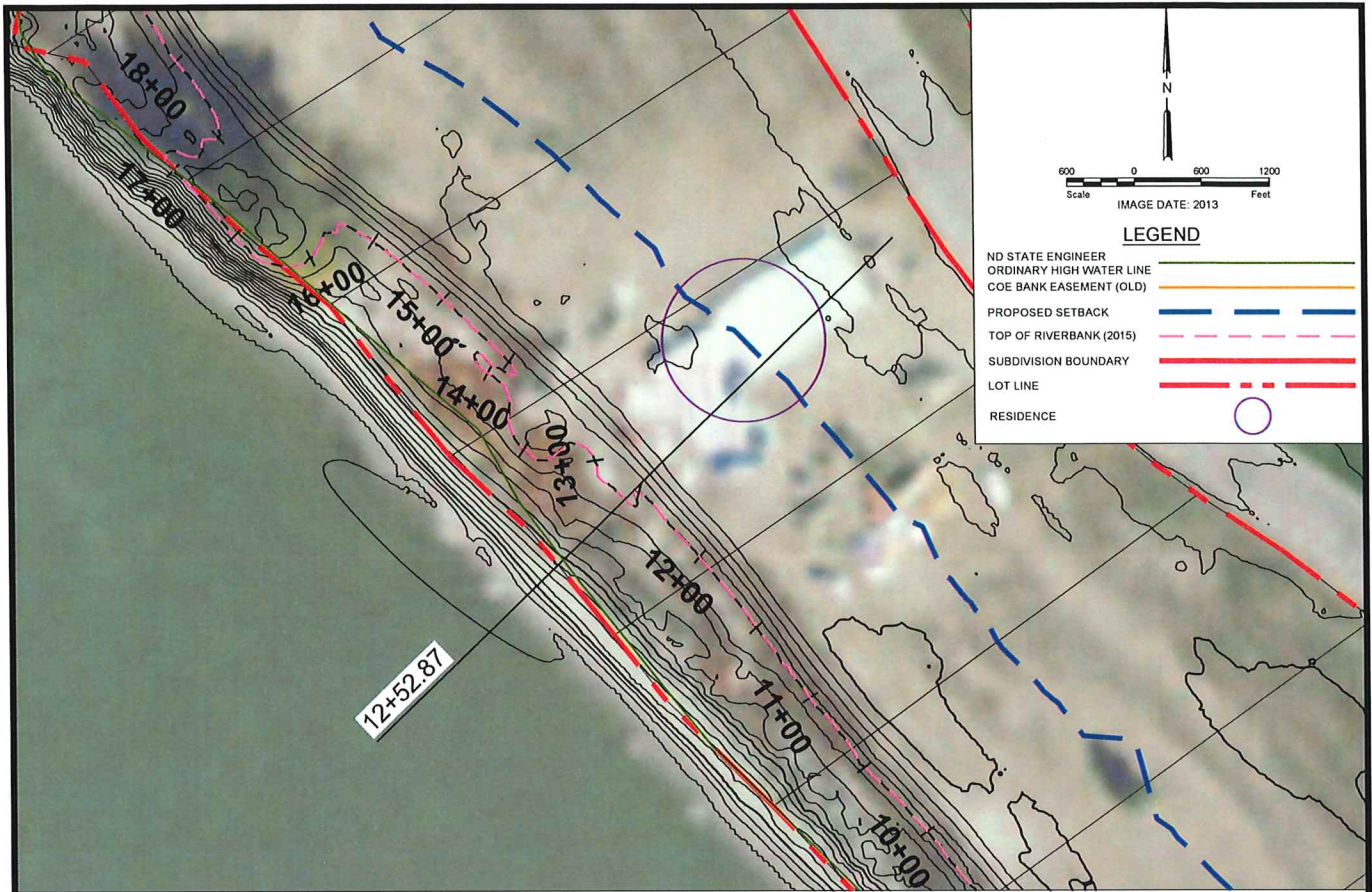
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Drawn by
AV, HK
Checked by
MHG

Date
7-11-16
Scale
AS SHOWN

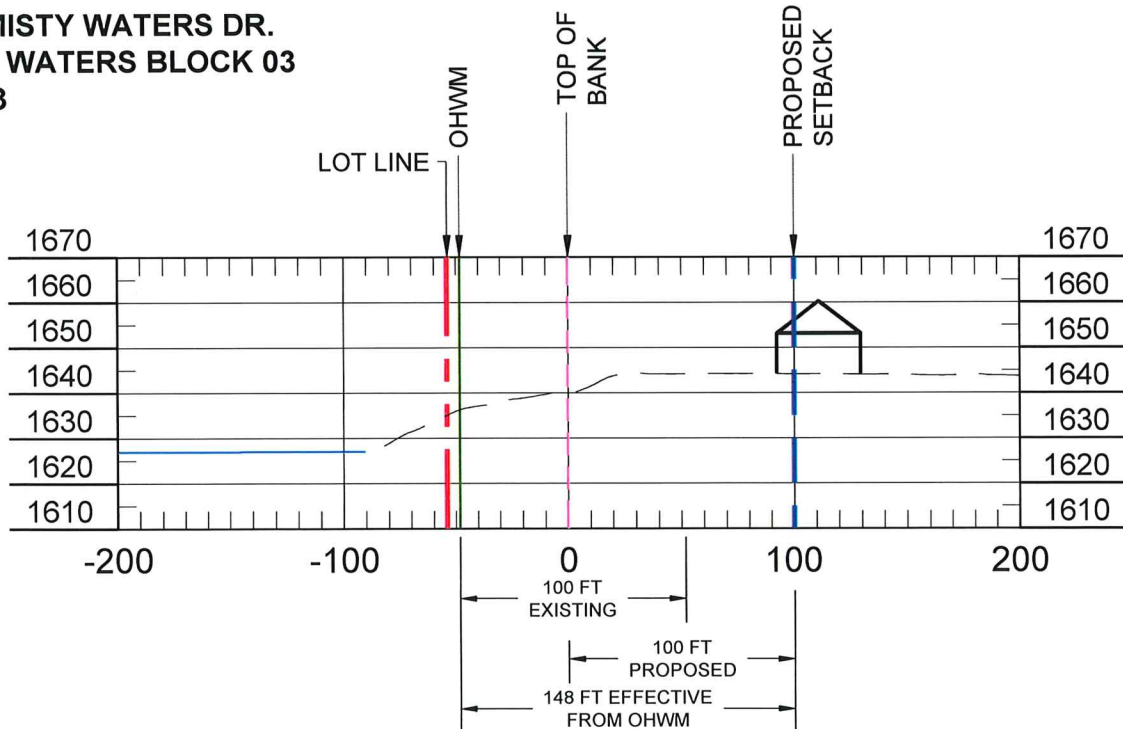
MISSOURI RIVER SETBACKS
BURLEIGH COUNTY WATER RESOURCE DISTRICT
BURLEIGH COUNTY, NORTH DAKOTA
PROJECT NO. 6025-021

SHEET
4 of 5



UNPROTECTED BANK 100 FT SETBACK

**6200 MISTY WATERS DR.
MISTY WATERS BLOCK 03
LOT 23**



Bismarck

P: 701.323.0200
F: 701.323.0300

Drawn by
AV, HK

Checked by
MHG

Date
7-11-16

Scale
AS SHOWN

MISSOURI RIVER SETBACKS
BURLEIGH COUNTY WATER RESOURCE DISTRICT
BURLEIGH COUNTY

PROJECT NO. 6025-021

SHEET

5 of 5



Burleigh County Water Resource District

**1811 East Thayer Avenue
Bismarck, North Dakota 58501
(701) 222-3499
www.bcwrdd.org**

Missouri River Set Back Ordinance Resolution- Burleigh County

Planning Commission Meeting Comments – November 18, 2015

- The Burleigh County Water Resource District and Burleigh County Commission hold bank stabilization easements along the Missouri River, associated with federally constructed projects.
- Residential structures have been constructed within these easements and many of the subdivision plats do not contain or illustrate these easements.
- On Hogue Island we noted that in August 1985 the easements on the island were reduced to 100 feet from the top of the river bank – but only on Hogue Island. A number of structures currently encroach into these easements due to river movement and unauthorized construction.
- Such circumstances exist along the river in Burleigh County and within the City of Bismarck.
- The 2011 flood event significantly increased our awareness of flood risks and the potential adverse impacts of bank erosion can have on these structures.
- The location of new structures along the Missouri River is governed by County Zoning Ordinance, and the current ordinance is inadequate to address these known risks.
- Therefore, there is a need to revise the current County Ordinance to increase the level of protection for future structures as well as to provide access for emergency bank stabilization or potentially temporary flood control measures.

Subsequently, the BCWRD is formally requesting through the resolution provided to you, to modify the County Zoning Ordinance to require that all new structures be set back a minimum of 100 feet back from the top of the bank of the Missouri River or the Ordinary High Water Mark, whichever is greater, regardless as to zoning designation.

In addition, any proposed structure or site modification located within an existing easement held by either the BCWRD or BCC shall, by the revised ordinance, be submitted to the BCWRD or BCC for review and approval prior to issuance of a building or floodplain development permit.

The BCWRD is willing to work with the Burleigh County Planner and County Engineer to develop the desired language to achieve the requested revisions.

Respectfully, Rick Detwiller, Manager

Current Board Members:

Terry Fleck, Chairman, Bismarck 223-9768 Dennis Reep, Vice Chairman, Bismarck 557-9621 Gordon Weixel, Secretary/Treasurer, Bismarck 258-5390
Greg Larson, Manager, Bismarck 400-7217 Rick Detwiller, Manager, Bismarck 223-8782



Burleigh County Water Resource District

**1811 East Thayer Avenue
Bismarck, North Dakota 58501
(701) 222-3499
www.bcwrdd.org**

Missouri River Set Back Ordinance Resolution- Burleigh County

WHEREAS, the Burleigh County Water Resource District (BCWRD) and Burleigh County Commission (BCC) hold easements along the Missouri River associated with bank stabilization revetments constructed by the United States Army Corps of Engineers under the Garrison-Oahe and Section 32 federal bank protection programs, and;

WHEREAS, residential and other structures have been constructed within these easements and many existing plats do not contain these easements, which is contrary to their purpose and enforcement, and;

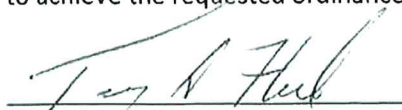
WHEREAS, after evaluating the Hogue Island flood control project it was noted that in August 1985 (Document No. 362793 and Document No. 272820) the BCWRD elected to reduce their bank stabilization easements on Hogue Island to 100 feet from the top of the river bank. A review of existing conditions (circa 2014) indicates a number of structures and other constructed features are encroaching into these easements due to river bank movements and unauthorized construction. Such circumstances exist in other areas along the river in Burleigh County and within the City of Bismarck and;

WHEREAS, the 2011 flood event significantly increased the awareness of flood risks on the Missouri River and the potential adverse impacts of bank erosion on nearby structures, and;

WHEREAS, the bank line status, (i.e., protected or unprotected with rip rap) location of a structure from the bank of the Missouri River is governed by County Zoning Ordinance, which by its nature the current language is inadequate to address known risks associated with bank erosion, and;

WHEREAS, there is a need to revise the current County Ordinance to increase the level of protection for future structures as well as provide access for emergency bank protection measures;

THEREFORE, it is hereby resolved that the BCWRD formally request the Burleigh County Planning Commission and BCC to modify its Zoning Ordinance to require all new structures to be set back a minimum of 100 feet back from the top of the bank of the Missouri River or the Ordinary High Water Mark, whichever is greater, regardless as to zoning designation. In addition, any proposed structure or site modification located within an existing easement held by either the BCWRD or BCC shall, by the revised ordinance, be submitted to the BCWRD or BCC for review and approval prior to issuance of a building or floodplain development permit. Such review and approval may be completed by the Burleigh County Planner or Burleigh County Engineer at the BCWRD's or BCC's discretion. In addition, any new plat along the river shall contain a 100 foot top of bank set back easement. The BCWRD hereby authorizes its representatives to work with the Burleigh County Planner to develop the desired language to achieve the requested ordinance revisions.


Respectfully, Terry Fleck, Chairman

Current Board Members:

Terry Fleck, Chairman, Bismarck 223-9768 Dennis Reep, Vice Chairman, Bismarck 557-9621 Gordon Weixel, Secretary/Treasurer, Bismarck 258-5390
Greg Larson, Manager, Bismarck 400-7217 Rick Detwiller, Manager, Bismarck 223-8782



FEMA

Fact Sheet

Higher Regulatory Standards

All communities that participate in the National Flood Insurance Program (NFIP) have adopted a flood damage prevention ordinance as a minimum requirement for participation. Many communities adopt higher flood ordinance standards not just to safeguard the riparian corridor and lessen future flood damages, but also to gain credit under the NFIP's Community Rating System in order to reduce flood insurance premiums for policyholders in their community.

The following are some of the most common higher floodplain standards:

SETBACKS – With a setback, structures are required to be sited back away from the **top of the bank of a stream or river**, or setback from the floodway line a minimum distance (e.g., 50 or 100 feet). Setbacks have several advantages: (1) they provide an added **margin of safety** by keeping structures away from higher velocity flood waters closer to the channel; (2) they **reduce flood losses** caused by stream-bank failure **when stream channels naturally migrate and erode the land**, undermining near-bank structures; and, (3) they can provide a riparian buffer along the stream channel to protect fish and wildlife habitat.

FREEBOARD — Many communities require the lowest floor of structures to be elevated one, **two or more feet** above the base flood elevation (BFE). Although building to the BFE is the minimum FEMA standard, there are several reasons why communities adopt a freeboard requirement: (1) larger floods than the base or 100-year flood do occur; (2) building only to the BFE may not protect floor joists, heating ducts, and insulation since they may be below BFE; (3) the BFE is based on current conditions, and flood heights often increase, especially in urban areas as development increases; (4) the higher the lowest floor above the BFE, the cheaper the flood insurance rates; and, (5) the added margin of safety provides peace of mind to the property owner.

COMPENSATORY STORAGE – Sometimes referred to as “cut-and-fill”, this provision requires developers to **compensate for the loss of flood storage caused by filling** in the floodplain fringe by removing an equal amount of material in the floodplain near the proposed development. This requirement helps to maintain flood storage and ensure that floodwaters will not be displaced onto someone else's property as the result of a floodplain fill.

FILL PROHIBITION – Some communities have restricted the placement of fill in floodplains altogether in order to maintain floodplain storage and lessen environmental impacts. This provision also creates a disincentive to build in the floodplain, since without the placement of fill, a builder would not qualify for a Letter of Map Revision (LOMR) from FEMA. A LOMR removes an area elevated on fill from the regulatory floodplain by letter or through a flood map revision. Most banks will waive the flood insurance requirement if a builder or homeowner presents a LOMR.

SUBDIVISION EGRESS AND INGRESS – All too often developments placed in the floodplain are “islands” during a flood. This creates a dangerous situation for property owners trying to cross floodwaters by foot or by vehicle. This island effect also places a burden on local emergency services that must evacuate stranded homeowners. To combat this, a provision in the local flood ordinance could require that all developments have at least one exit route that will remain dry during a flood event.

SAFEGUARD CRITICAL FACILITIES – Some facilities if impacted by floodwaters could have a significant negative impact on emergency response, water quality, or on special populations. Given this, it may be prudent to require certain critical facilities like schools, fire/police stations, nursing homes, and chemical storage tanks to be sited outside of the floodplain, or built with the lowest floor significantly above the base flood elevation.

HIGHER FLOODWAY SURCHARGE – Some communities use a .1 foot or .5 foot surcharge (instead of the normal FEMA standard of a 1 foot surcharge) as the basis for computing the regulatory floodway on their flood insurance rate maps (FIRMs). This higher floodway surcharge standard used in hydraulic computer modeling usually results in a wider floodway, which means a smaller developable area in the floodplain.

“FEMA's mission is to support our citizens and first responders to ensure that as a nation we work together to build, sustain, and improve our capability to prepare for, protect against, respond to, recover from, and mitigate all hazards.”

PROHIBIT FLOODWAY DEVELOPMENT – Even though the minimum NFIP regulations make development in the regulatory floodway portion of the floodplain difficult, it is still possible. By proving that a proposed development will cause “no-rise” to base flood heights, a structure, bridge abutment, road or berm could be built in the floodway. To keep the floodway open, some communities prohibit some or all development activities within the regulatory floodway. This not only assures unimpeded conveyance of floodwaters, but also keeps development away from the stream channel, helping to create a riparian buffer zone.

DEPTH / VELOCITY PROVISIONS – The regulatory floodway as shown on the FIRM may not be the only area where swift moving floodwaters pose a danger to human life and the built environment. Oftentimes, overflow channels carry high velocity flood flows. Because these overflow areas may not be designated as floodways, developments could be allowed in these high-risk areas. To avoid putting people and property at risk, special floodways based on a combination of flood depths and flood velocities could be established and regulated like a conventional floodway.

CUMULATIVE SUBSTANTIAL IMPROVEMENT/DAMAGE – The minimum requirement of the NFIP treats any structure that will incur improvements totaling more than 50% of the market value of the structure, as a new structure – meaning the structure will need to be elevated above BFE. Some communities have reduced this 50% threshold, and have begun to track these improvements over time (ie, structure must be elevated if they received flood damage two times over the past 10 years, of which the cost to repair after each flood equals 25% of the market value on average). Since 1997, NFIP policyholders can get up to \$20,000 to elevate their homes if they are determined to be substantially damaged under the Increased Cost of Compliance provision of their flood policy.

LIMITING BELOW-BFE ENCLOSURES – Structures built on foundation stem-walls in the floodplain with the lowest habitable floor several feet or more above grade are usually built appropriately, with adequate flood vent openings, and with areas below the BFE unfinished and used only for parking, building access, and limited storage. Unfortunately, many homeowners convert this below-BFE space into habitable uses (bedrooms, bathrooms, etc.). To keep these violations from occurring, some communities require stem-walls to be no more than 4-feet in height, and/or prohibit standard doorways or interior stairways to limit interior access options. Others require homeowners to pledge not to finish below-BFE areas by signing “non-conversion” agreements.

FLOOD ZONE DISTRICTS – Through a zoning ordinance, floodplains can be designated as one or more zoning districts in which development is prohibited or allowed only if it minimizes exposure to flood damage. Some types of flood districts are dedicated for recreation, public use, or conservation. Other zoning or subdivision requirements are cluster developments to avoid the flood hazard or density provisions that keep the number of structures allowed in the floodplain to a minimal number.

HAZARDOUS MATERIALS – Petroleum products, chemicals and other toxic substances located in the floodplain not only leak during a flood causing health/ecological problems, but can also become floating debris that may strike buildings or plug bridge/culvert openings causing increased flood heights and damages. Hazardous materials should be stored outside the floodplain, or, at a minimum, be elevated higher than the base flood elevation with explicit anchoring requirements.

ADDITIONS AND ALTERATIONS – Some communities require all additions to existing buildings to comply with floodplain management standards that apply to construction of new buildings and substantial improvements. Some communities also prohibit any alteration or addition to an existing building that does not conform to the floodplain management standards if it would have the effect of increasing or enlarging the existing building’s nonconformity. In the first case the addition, if not the existing building, will be protected from future flood damage. In the second case the existing building and any addition will not be made more susceptible to flood damage as a result of the alterations.

Burleigh County Water Resource District (BCWRD)

Balance Sheet

As of July 31, 2026

	Jul 31, 26
ASSETS	
Current Assets	
Checking/Savings	
10900 · Bravera Bank Center Checking	574,795.05
10950 · Designated Reserve Funds	700,495.65
10980 · Bravera Wealth Fund	4,038,521.79
Total Checking/Savings	5,313,812.49
Other Current Assets	
11010 · Taxes Receivable	13,208.28
Total Other Current Assets	13,208.28
Total Current Assets	5,327,020.77
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	302,640.54
15051 · Acc Depr - Infrastructure	-889,503.06
15052 · Acc Depr - Land Improvements	-1,221,170.33
15053 · Acc Depr - Building	-156,945.38
15054 · Acc Depr - Office Furn & Equip	-150,038.42
Total Fixed Assets	6,702,681.43
Other Assets	
11100 · Certified Special Assess Rec'bl	119,767.12
11150 · Uncertified Special Assess Rec	1,656,758.73
Total Other Assets	1,776,525.85
TOTAL ASSETS	13,806,228.05
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	104,545.52
Total Accounts Payable	104,545.52
Other Current Liabilities	
24001 · Accrued Payroll Taxes	1,727.59
Total Other Current Liabilities	1,727.59
Total Current Liabilities	106,273.11
Long Term Liabilities	
23200 · Rehab Apple Valley Waste Water	105,000.00
237 · Burnt Creek Floodway	190,000.00
23750 · Hogue Island	440,000.00
23800 · Missouri River Correctional Cen	185,000.00
23900 · Fox Island Improvement	1,015,000.00
25000 · Bond Discount	-20,280.00
Total Long Term Liabilities	1,914,720.00
Total Liabilities	2,020,993.11
Equity	
32000 · Retained Earnings	10,987,964.95
Net Income	797,269.99
Total Equity	11,785,234.94
TOTAL LIABILITIES & EQUITY	13,806,228.05

Burleigh County Water Resource District (BCWRD)
Designated Funds Breakdown
July 31, 2026

O&M Funds

Brookfield Estates	\$ 2,963.74	
Burnt Creek	\$ 91,911.46	
Country Creek	\$ 3,304.34	
Fox Island	\$ 44,187.54	
MRCC	<u>\$ (13,275.69)</u>	
Total O&M Funds		\$129,091.39

Special Assessment Districts

Apple Valley	\$ 21,184.87	
Fox Island	\$ 85,321.40	
Hogue Island	\$207,986.16	
MRCC	<u>\$ 4,019.87</u>	
Total Special Assessment Funds		\$318,512.30

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>\$1,322,603.69</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 July 2026

	TOTAL	- General	Apple Valley	Burnt Creek Floodway	Fox Island	Hoge Island	McDowell Dam	MRCC	TOTAL
Income									
31110 · Real Estate Tax	904,377.51	904,377.51	0.00	0.00	0.00	0.00	0.00	0.00	904,377.51
31810 · In Lieu of Tax	133.87	133.87	0.00	0.00	0.00	0.00	0.00	0.00	133.87
34220 · Operating Grants	58,446.84	58,446.84	0.00	0.00	0.00	0.00	0.00	0.00	58,446.84
36110 · Interest	59,988.16	59,988.16	0.00	0.00	0.00	0.00	0.00	0.00	59,988.16
36210 · McDowell Dam Recreation Income	16,560.79	0.00	0.00	0.00	0.00	0.00	16,560.79	0.00	16,560.79
36215 · McDowell Dam Land Lease	7,960.00	0.00	0.00	0.00	0.00	0.00	7,960.00	0.00	7,960.00
43610 · State Aid Distribution	35,635.15	35,635.15	0.00	0.00	0.00	0.00	0.00	0.00	35,635.15
43810 · Reimbursements	283,783.32	0.00	13,197.02	41,089.93	113,499.55	63,579.74	28,699.00	23,718.08	283,783.32
Total Income	1,366,885.64	1,058,581.53	13,197.02	41,089.93	113,499.55	63,579.74	53,219.79	23,718.08	1,366,885.64
Gross Profit	1,366,885.64	1,058,581.53	13,197.02	41,089.93	113,499.55	63,579.74	53,219.79	23,718.08	1,366,885.64
Expense									
111 · Payroll Expenses									
111A · Wages/Stipends	17,718.75	17,718.75	0.00	0.00	0.00	0.00	0.00	0.00	17,718.75
111B · Payroll Taxes	1,490.16	1,490.16	0.00	0.00	0.00	0.00	0.00	0.00	1,490.16
111C · Workforce Safety & Insurance	250.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00
111D · Payroll Processing Fees	300.00	300.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00
Total 111 · Payroll Expenses	19,758.91	19,758.91	0.00	0.00	0.00	0.00	0.00	0.00	19,758.91
113 · Accounting & Contract Services	17,420.00	17,420.00	0.00	0.00	0.00	0.00	0.00	0.00	17,420.00
312 · Legal Fees	10,223.20	10,002.00	0.00	0.00	0.00	0.00	221.20	0.00	10,223.20
315 · Engineering Administration	18,456.25	18,456.25	0.00	0.00	0.00	0.00	0.00	0.00	18,456.25
328 · Liability Insurance	8,005.00	8,005.00	0.00	0.00	0.00	0.00	0.00	0.00	8,005.00
341 · Travel	41.30	41.30	0.00	0.00	0.00	0.00	0.00	0.00	41.30
376 · Dues & Publications	2,700.00	2,700.00	0.00	0.00	0.00	0.00	0.00	0.00	2,700.00
411 · Office Expense	1,254.29	1,254.29	0.00	0.00	0.00	0.00	0.00	0.00	1,254.29
415 · Bank Fees	3,806.95	3,806.95	0.00	0.00	0.00	0.00	0.00	0.00	3,806.95
50913 · Interest Expense	25,434.75	0.00	1,312.50	3,050.00	7,777.50	10,669.75	0.00	2,625.00	25,434.75
904 · McDowell Dam									
904A · Operations	164,621.45	0.00	0.00	0.00	0.00	0.00	164,621.45	0.00	164,621.45
905 · Capital Improvements	22,486.25	0.00	0.00	0.00	0.00	0.00	22,486.25	0.00	22,486.25
905A · Fresh Water Intake	46,129.25	0.00	0.00	0.00	0.00	0.00	46,129.25	0.00	46,129.25
Total 904 · McDowell Dam	233,236.95	0.00	0.00	0.00	0.00	0.00	233,236.95	0.00	233,236.95
907 · Apple Creek Bank Stabilization	110,195.12	110,195.12	0.00	0.00	0.00	0.00	0.00	0.00	110,195.12
910 · Projects									
Administration	2,302.50	0.00	262.50	705.00	730.00	0.00	0.00	605.00	2,302.50
Legal Fees	4,518.80	0.00	0.00	0.00	0.00	0.00	4,518.80	0.00	4,518.80
Total 910 · Projects	6,821.30	0.00	262.50	705.00	730.00	0.00	4,518.80	605.00	6,821.30
920 · Continuing Education	980.00	980.00	0.00	0.00	0.00	0.00	0.00	0.00	980.00
933 · Missouri River General Services	10,376.95	10,376.95	0.00	0.00	0.00	0.00	0.00	0.00	10,376.95
934 · Missouri River Bank Stabilizati	39,049.35	33,588.35	0.00	0.00	0.00	5,461.00	0.00	0.00	39,049.35
937 · Design/Special Assessment	8,174.00	5,032.00	0.00	0.00	0.00	0.00	0.00	3,142.00	8,174.00
940 · Operations & Maintenances	4,054.28	0.00	0.00	4,054.28	0.00	0.00	0.00	0.00	4,054.28
941 · Stream Gages	6,330.00	6,330.00	0.00	0.00	0.00	0.00	0.00	0.00	6,330.00
960 · Drainage Complaints	43,297.05	43,297.05	0.00	0.00	0.00	0.00	0.00	0.00	43,297.05
Total Expense	569,615.65	291,244.17	1,575.00	7,809.28	8,507.50	16,130.75	237,976.95	6,372.00	569,615.65
Net Income	797,269.99	767,337.36	11,622.02	33,280.65	104,992.05	47,448.99	-184,757.16	17,346.08	797,269.99

Burleigh County Water Resource District (BCWRD)

08/07/26

Profit & Loss Budget vs. Actual

Accrual Basis

January through July 2026

	Jan - Jul 26	Budget	\$ Over Budget	% of Budget
Income				
31110 · Real Estate Tax	904,377.51	1,050,000.00	-145,622.49	86.1%
31810 · In Lieu of Tax	133.87			
34220 · Operating Grants	58,446.84			
36110 · Interest	59,988.16	80,000.00	-20,011.84	75.0%
36210 · McDowell Dam Recreation Income	16,560.79	25,000.00	-8,439.21	66.2%
36215 · McDowell Dam Land Lease	7,960.00	3,200.00	4,760.00	248.8%
43610 · State Aid Distribution	35,635.15	50,000.00	-14,364.85	71.3%
43810 · Reimbursements	283,783.32			
46910 · Misc Revenue	0.00	500.00	-500.00	0.0%
Total Income	1,366,885.64	1,208,700.00	158,185.64	113.1%
Gross Profit	1,366,885.64	1,208,700.00	158,185.64	113.1%
Expense				
111 · Payroll Expenses				
111A · Wages/Stipends	17,718.75	30,000.00	-12,281.25	59.1%
111B · Payroll Taxes	1,490.16	3,000.00	-1,509.84	49.7%
111C · Workforce Safety & Insurance	250.00			
111D · Payroll Processing Fees	300.00			
Total 111 · Payroll Expenses	19,758.91	33,000.00	-13,241.09	59.9%
113 · Accounting & Contract Services	17,420.00	32,000.00	-14,580.00	54.4%
114 · Audit	0.00	10,000.00	-10,000.00	0.0%
312 · Legal Fees	10,223.20	30,000.00	-19,776.80	34.1%
315 · Engineering Administration	18,456.25	30,000.00	-11,543.75	61.5%
328 · Liability Insurance	8,005.00	8,000.00	5.00	100.1%
341 · Travel	41.30	2,000.00	-1,958.70	2.1%
376 · Dues & Publications	2,700.00	7,000.00	-4,300.00	38.6%
411 · Office Expense	1,254.29	3,000.00	-1,745.71	41.8%
415 · Bank Fees	3,806.95			
50913 · Interest Expense	25,434.75			
904 · McDowell Dam				
904A · Operations	164,621.45			
905 · Capital Improvements	22,486.25	200,000.00	-177,513.75	11.2%
905A · Fresh Water Intake	46,129.25			
904 · McDowell Dam - Other	0.00	330,000.00	-330,000.00	0.0%
Total 904 · McDowell Dam	233,236.95	530,000.00	-296,763.05	44.0%
907 · Apple Creek Bank Stabilization	110,195.12			
910 · Projects				
Administration	2,302.50			
Legal Fees	4,518.80			
910 · Projects - Other	0.00	194,700.00	-194,700.00	0.0%
Total 910 · Projects	6,821.30	194,700.00	-187,878.70	3.5%
911 · Misc	0.00	1,000.00	-1,000.00	0.0%
920 · Continuing Education	980.00	1,000.00	-20.00	98.0%
932 · City/County Watershed Planning	0.00	10,000.00	-10,000.00	0.0%
933 · Missouri River General Services	10,376.95	25,000.00	-14,623.05	41.5%
934 · Missouri River Bank Stabilizati	39,049.35			
937 · Design/Special Assessment	8,174.00	200,000.00	-191,826.00	4.1%
940 · Operations & Maintenances	4,054.28	40,000.00	-35,945.72	10.1%
941 · Stream Gages	6,330.00	7,000.00	-670.00	90.4%
960 · Drainage Complaints	43,297.05	30,000.00	13,297.05	144.3%
970 · Storm Water Management Plans	0.00	15,000.00	-15,000.00	0.0%
Total Expense	569,615.65	1,208,700.00	-639,084.35	47.1%
Net Income	797,269.99	0.00	797,269.99	100.0%



BRAVERA

Friday, July 17th, 2026

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

Dear Mr. Reep,

We kindly request your authorization to release the securities currently pledged to Burleigh County Water Resource District, as listed below.

Please review the information and sign the authorization section below to approve the release. Once completed, you may return the signed form by mail or email at your convenience.

If you have any questions or require additional information, please feel free to contact me at (701) 483-3242.

Thank you for your prompt attention to this matter.

Thank you,

Molly Schwartz

Molly Schwartz, Accounting Assistant II
mschwartz@bravera.bank

Bravera Bank
220 1st Ave. W
Dickinson, ND 58601

I authorize the release of the following securities currently pledged:

Cusip	Maturity	Description	Par Value	Market Value
108627AK6	08/01/26	BRIDGEWATER-EMERY SCH DIST 30-3 S D	\$315,000.00	\$314,984.25
941647N62	06/01/27	WATERLOO IOWA	\$345,000.00	\$345,396.75
2500972V3	06/01/28	DES MOINES IOWA AREA CMNTY COLLEGE XI NE	\$615,000.00	\$620,805.60
919278DH1	09/15/28	VALLEY & ADAMS CNTYS IDAHO JT SCH DIST N	\$585,000.00	\$569,298.60
780753CK3	04/01/29	ROYALL WIS SCH DIST	\$350,000.00	\$370,076.00

July 20, 2026

Dennis Reep

Burleigh County Water Resource District

Date

DICKINSON-BRAVERA BANK
RHONDA MAHER
220 1ST AVE WEST
DICKINSON, ND 58601

Internal USE ONLY

Client Code: BUWR

Client Name: BURLEIGH CO WATER RESOURCE DIS

Retention Date: 04/01/2029

As of 07/20/2026

Page 1

Pledged Custody Holdings for Currency USD

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
157742EN3	03/10/2022			CHAMBERLAIN SD SCH DIST 07 GO
189002222				3.00, 08/01/2031
Pledged (BUWR)	As of 03/30/2022		460,000.00	BURLEIGH CO WATER RESOURCE DIS
603850JL3	02/09/2022			MINNEHAHA CNTY SD COPS GO
174038918				2.00, 12/01/2030
Pledged (BUWR)	As of 03/30/2022		470,000.00	BURLEIGH CO WATER RESOURCE DIS
Pledged USD Par			930,000.00	
Pledged USD Orig Face			930,000.00	

COLLATERAL REMOVED
108627AK6 080126 315000 BRIDGEWATER-EMERY SD 30-3
941647N62 060127 345000 WATERLOO IOWA
2500972V3 060128 615000 DES MOINES IOWA AREA
919278DH1 091528 585000 VALLEY & ADAMS CNTY ID SD
780753CK3 040129 350000 ROYALL WIS SD

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BRAVERA

July 29th, 2026

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

Dennis,

This letter is to certify that at a meeting of the Bravera Bank Board of Directors on July 29th, 2026, the pledge of securities to Burleigh County Water Resource District was approved.

The approval of the pledged securities will be reflected in the July 29th, 2026, minutes of the Board of Directors. The following information was reviewed as of June 30th, 2026.

Deposits	\$ 1,357,171
Required Pledges	\$942,888
Par Value Pledged	\$3,140,000
Market Value as of June	\$3,122,332

The Required Pledges above have been adjusted to reflect an additional \$250,000 of FDIC coverage for interest-bearing demand accounts. If you have any questions, you may contact me via the information below.

Sincerely,

Molly Schwartz

Molly Schwartz
Accounting Assistant II
Bravera Bank
220 1st Avenue West
Dickinson, ND 58601
701-483-3238
mschwartz@bravera.bank

From: Travis Johnson <travis.johnson@houstoneng.com>
Sent: Monday, August 10, 2026 4:05 PM
To: Michael Gunsch; Nic Cullen; James Landenberger
Cc: rsmithbcwrd; Dennis Reep (dwrburleighwrd@gmail.com); Chuck Mischel; brmburleighwrd@gmail.com; bcwrd1
Subject: Tschider settlement cost share agreement
Attachments: Sec Memo Section 32.pdf; GEO REPORT Hogue Island.pdf

We now have the geotechnical report from Braun in hand and we have design recommendations for options to address the settlement issue. We will be giving a summary of that at the meeting on Wednesday.

Currently, the scope of the cost share agreement covers the investigation, survey, preparation of a report of findings and preliminary design recommendations. It does not cover the cost of completing the design, or the bidding and construction of the project. Once we have a consensus for the design alternative that we want to pursue, we will want to submit another cost share request for preconstruction funding to complete the permitting, design and assemble full bid documents since that is not included in the scope of the current agreement.

I have attached a copy of the Geotechnical report. Our preferred alternative is Option #2 from Section 3 Slope Stabilization Options which consists of removal of the settled soil behind the riprap and placement back with layers of fabric and geogrid to reinforce the soil.

At the meeting on Wednesday, I recommend Board action directing Houston Engineering to draft and submit a cost share application to cover permitting, final design and bid documents. The DWR will want to see minutes from the meeting showing that Board action. I also recommend the Board direct Houston Engineering to conduct the permitting, final design and creation of bid documents upon acceptance of the cost share application.

Regards,

Travis Johnson

Senior Project Manager

📞 701.323.0200 | 📠 701.751.6287 | 📠 701.226.0227



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

MEMORANDUM

TO: Reice Haase, Secretary
Duane Pool, Ph.D., Planning and Education Division Director
Sarah Felchle, Accountant, Administrative Services
FROM: Abigail Franklund, Cost-Share Program Manager
SUBJECT: NDSWC Cost-Share Request – Burleigh County Water Resource District (WRD)
USACE Windrow Revetment 1323.8 with Associated Refusal 1323.65 – Feasibility Study
DATE: March 25, 2026

Background & Description

During the summer of 2025, upper bank settlement was observed by landowners (Tschider, 10054 Island Road) at the north end of Hoge Island on the United States Army Corps of Engineers (USACE) Section 32 windrow revetment, located at river mile (RM) 1323.8, with associated refusal at RM 1323.65 (Project). Subsequent site visits by the Burleigh County WRD, North Dakota Department of Water Resources (NDDWR) staff, and the landowners documented that the settlement area has been expanding. There are concerns that if the condition is not addressed, it could continue to propagate, resulting in additional damage to the revetment and potentially impacting adjacent residential property.

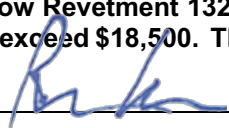
To investigate the condition of the Section 32 structure and identify potential rehabilitation alternatives, a feasibility study is proposed. The study includes a site evaluation, geotechnical investigation, bathymetric survey, and preparation of a report of findings with preliminary design recommendations. Site evaluation and monitoring are currently ongoing. The bathymetric survey and geotechnical investigation will be completed following ice-out, when water access becomes available. The intent is to continue investigation and monitoring through the spring of 2026 and determine an appropriate course of action by the summer of 2026.

In 1976, the State Water Commission (SWC) entered into an agreement with Burleigh County WRD establishing a 50/50 cost-share for maintenance and operation costs associated with the USACE Section 32 Missouri River bank protection works. Therefore, Project costs related to this effort fall under the terms of the 1976 agreement.

Cost-share Funding Summary

	Project	Recommend
Burleigh County WRD	\$18,500	
SWC	\$18,500	
Total:	\$37,000	
Cost-Share 50%	\$18,500	\$18,500

I recommend approval of this request by Burleigh County Water Resource District for state cost participation in the USACE Windrow Revetment 1323.8 with Associated Refusal 1323.65 Project at 50 percent of eligible costs, not to exceed \$18,500. This approval is contingent on available funding.

Approval Signature and Date  04/01/2026

RH:af/2133

Geotechnical Evaluation Report

Hogue Island Slope Stability Analysis

10054 Island Road
Bismarck, North Dakota

Prepared for

Burleigh County Water Resource District

Professional Certification:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of North Dakota.



Kate D. Staley, PE

Project Engineer

License Number: PE-27401

July 28, 2026



Braun Intertec Corporation

Project 10004319_001

July 28, 2026

Project 10004319_001

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

Re: Geotechnical Evaluation Report
Hogue Island Slope Stability Analysis
10054 Island Road
Bismarck, North Dakota

Dear Mr. Landenberger:

We are pleased to present this geotechnical evaluation report for the bank stabilization and slope remediation to the Missouri River at the above-referenced site. Our report discusses several options for the remediation of the slope based on our understanding of the project's goals.

Thank you for making Braun Intertec Corporation (Braun Intertec) your geotechnical consultant for this project. If you have questions about this report, or if there are other services that we can provide in support of our work to date, please contact Kate Staley at 701.934.6111 (kstaley@braunintertec.com).

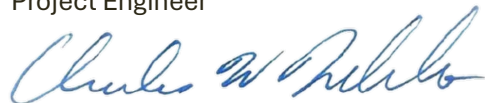
Sincerely,

Braun Intertec Corporation



Kate D. Staley, ME, PE

Project Engineer



Charles (Wes) Dickhut, MS, PE

Associate Director, Principal Engineer

c: Travis Johnson, PE, Houston Engineering, Inc.



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Analytical Outputs

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1.0 Introduction

1.1 Project Description

This geotechnical evaluation report addresses several alternatives for mitigation of the slope instability observed along the eastern bank of the Missouri River. The specific area of instability is identified in [Figure 1-1](#) below along the Tschider Property at 10054 Island Road in Bismarck.



Figure 1-1. Site Layout

Image captured using Google Earth™

The US Army Corps of Engineers (USACE) placed riprap along the shoreline as recently as 2011 to replace original riprap placed prior to the development of residential properties in the project area. It is unknown how deep the riprap extends into the river. Recently, sloughing of the soils underneath the riprap was observed at the Tschider property due to presumed rotational failure.

Toman Engineering completed a survey of the site up to the shoreline in November 2025, and Houston Engineering, Inc. (HEI) completed a bathymetric survey from the shoreline to the channel bottom in April 2026. The topography from the two site surveys as provided to us is presented in [Figure 1-2](#) below. The site is relatively level to the shoreline. From the shoreline to the channel bottom the site slopes downward at roughly a 2.5H:1V (horizontal: vertical) gradient. The surveyed slump forms a scarp between approximate elevations of 1635 to 1640 feet. Below the depression is a slump extending to the river channel bottom. Since there does not appear to be any translation of the riprap, we inferred that the slump was a rotational failure. This slump is depicted by the red oval in [Figure 1-2](#) below.

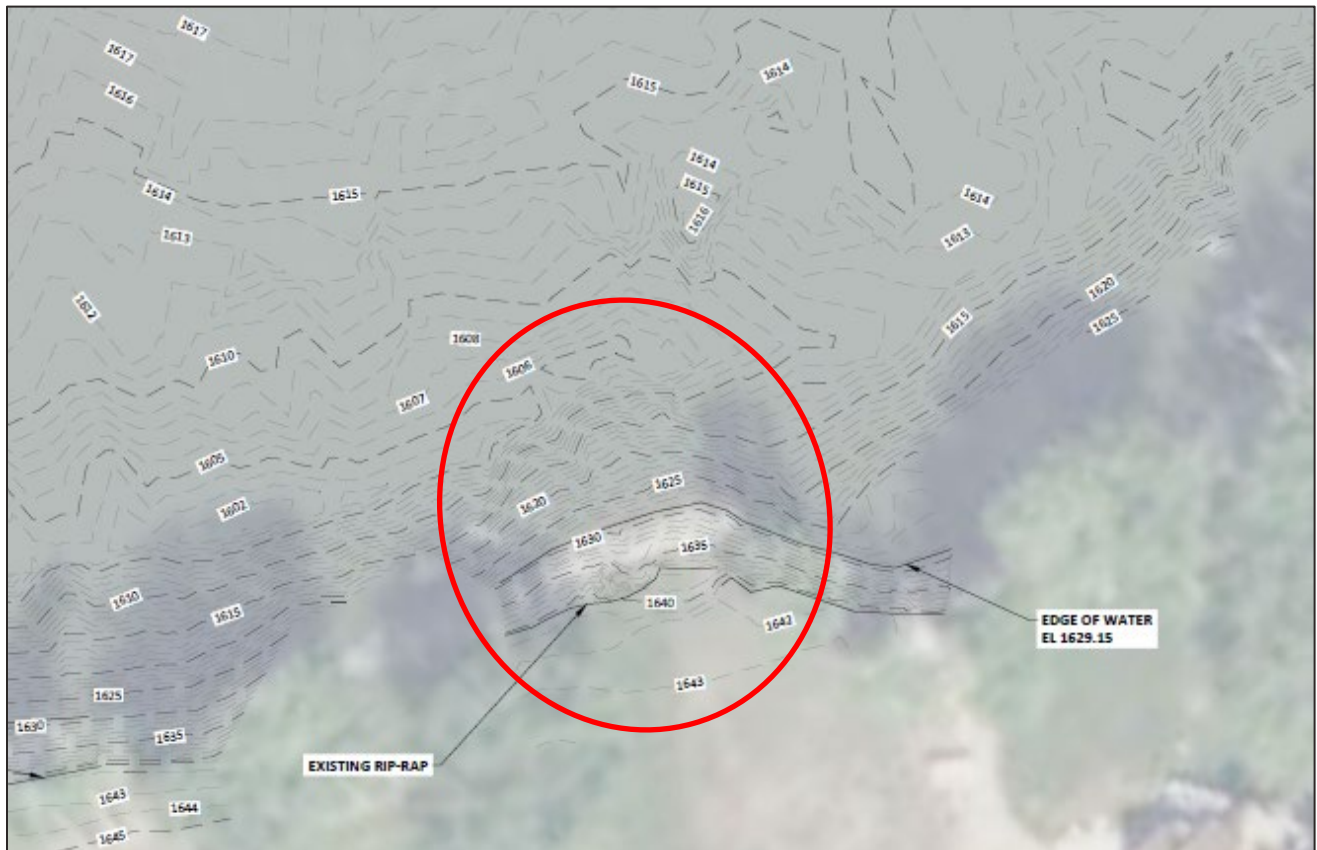


Figure 1-2. Topographic Map from Site Surveys

Figure provided by HEI, dated April 30, 2026.

Historically, the shoreline of the Missouri River has changed since the Garrison Dam was completed upstream in 1953. [Figure 1-3](#) and [Figure 1-4](#) below show the shoreline from 1950 and 1981, respectively. As seen in [Figure 1-4](#), the scour areas are visible along the eastern banks of the Missouri River beginning in the 1981 aerial imagery.



Figure 1-3. Aerial Image of the Site in 1950

Figure taken from the North Dakota Department of Water Resources' Historical Map Dissemination Service

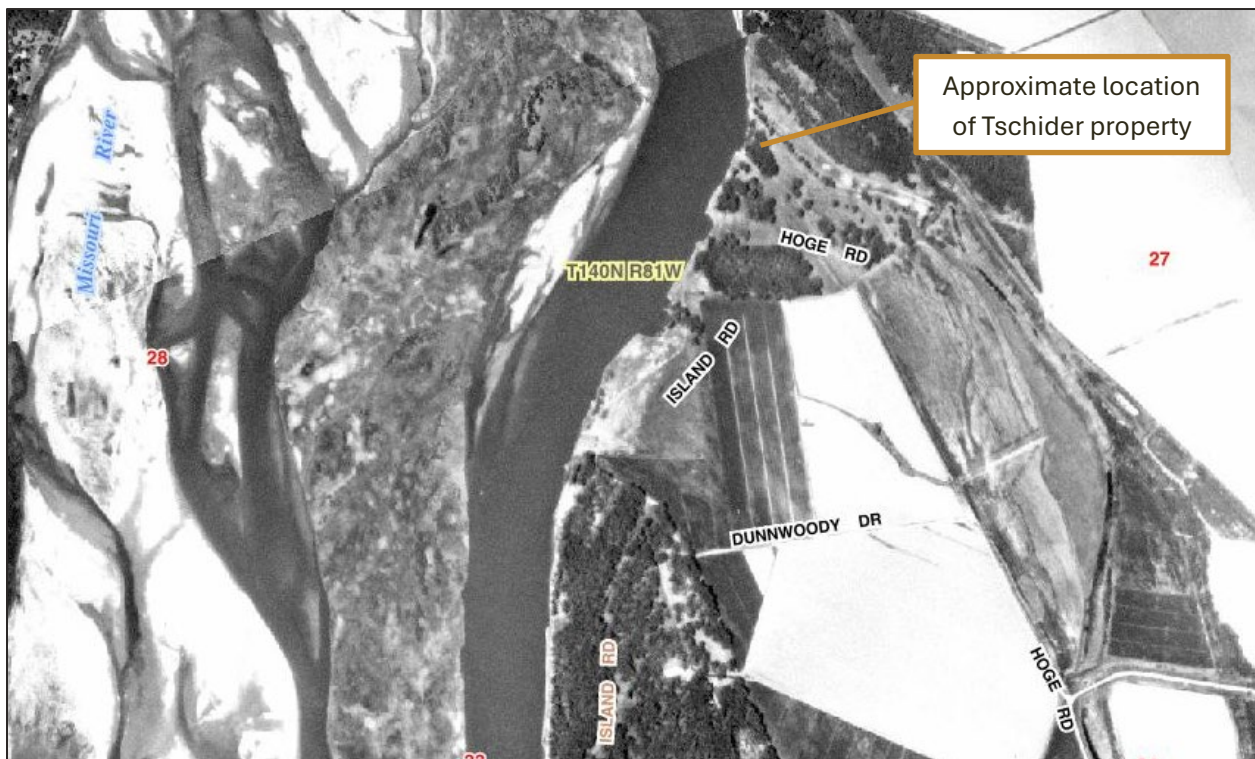


Figure 1-4. Aerial Image of the Site in 1981

Figure taken from the North Dakota Department of Water Resources' Historical Map Dissemination Service



We have described our understanding of the proposed construction and site to the extent others reported it to us. Depending on the extent of available information, we may have made assumptions based on our experience with similar projects. If we have not correctly recorded or interpreted the project details, the project team should notify us. New or changed information could require additional evaluation, analyses, and/or recommendations.

1.2 Purpose

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

1.3 Background Information and Reference Documents

We reviewed the following information:

- Topographic map titled Existing Conditions, prepared by HEI and dated April 30, 2026. This topography includes the bathymetry and the identified slump and depression.
- Bankline plan and profile, prepared by HEI and dated June 5, 2026. Shows a cross section along the river channel, shoreline and the soil boring completed for the project.
- Communications with Travis Johnson, PE of HEI, including a meeting on July 9, 2026, to discuss ultimate project goals and different remediation options.
- *Surface Geology, Harmon Quadrangle, North Dakota*. Jonathan B. Ellingson, North Dakota Geologic Survey, 2014, used to aid in our understanding of the site geology.
- We reviewed publicly available aerial imagery hosted by the North Dakota Department of Water Resources of the site to see how the shoreline has shifted in the past.

1.4 Scope of Services

We performed our scope of services for the project in accordance with our Proposal Number 10004319 to the Burleigh County Water Resource District, dated December 8, 2025, and authorized on December 17, 2025. The following list describes the geotechnical tasks completed in accordance with our authorized scope of services.

- Reviewing the background information and reference documents previously cited.
- Visiting the site with representatives of the owner, Burleigh County Water Board, and Houston Engineering on November 22, 2025.



- Staking and clearing the exploration location of underground utilities. We acquired the surface elevations and locations using our Trimbal Catalyst GPS receiver. The Soil Boring Location Sketch included in the [Appendix](#) shows the approximate locations of the boring.
- Performing one standard penetration test (SPT) boring, denoted as B-01 to a nominal depth of 40 feet below grade on January 9, 2026. We converted the boring to a piezometer.
- Reading the water level in the piezometer on January 13, 2026, and abandoning the piezometer.
- Performing laboratory testing on select samples to aid in soil classification and engineering analysis.
- Perform engineering analysis including existing slope stability analyses, and proposed mitigation and repair stability cursory analyses.
- Preparing this report containing a boring location sketch, logs of soil borings, a summary of the soils encountered, results of laboratory tests, and recommendations for a series of repairs to improve the stability of the slope.

2.0 Results

2.1 Site Reconnaissance

Wes Dickhut, PE, from our office visited the site with Travis Johnson, PE of HEI on November 22, 2025. We observed potential signs of rotational failure along the shoreline, and confirmed access for our drilling rig. We observed several slumps and scarps near the crest of the riverbank, and noted that riprap was embedded in the soil that had slumped so that borings within the slump would likely be obstructed by boulders.

2.2 Geologic Overview

Our review of geologic literature indicates the site consists of alluvial soils overlying sandstones associated with the Ludlow Formation. Alluvial soils consist of layers of sand, silt clay and occasional layers of fine gravel extending up to 50 feet. The Ludlow Formation consists of poorly cemented sandstones and claystones, and layers of lignite.

We based the geologic origins used in this report on the soil types, in-situ and laboratory testing, and available common knowledge of the geological history of the site. Because of the complex depositional history, geologic origins can be difficult to ascertain. We did not perform a detailed investigation of the geologic history for the site.



2.3 Boring Results

Table 2-1 provides a summary of the soil boring results, in the general order we encountered the strata. Please refer to the Log of Boring sheets in the [Appendix](#) for additional details. The Descriptive Terminology sheets in the [Appendix](#) include definitions of abbreviations used in the table below.

Table 2-1. Subsurface Profile Summary

Strata	Soil Type -ASTM Classification	Range of Penetration Resistances	Commentary and Details
Topsoil fill	CL	---	- Approximately 1/2 foot in depth. - Shades of brown. - Inclusions of topsoil and roots. - Moisture condition generally moist.
Fill	SP-SM	13 BPF	- Fill extended to approximately 4 feet in depth below existing grade. - Grayish brown. - Moisture condition generally dry. - Possible cobbles and boulders.
Alluvial	SP-SM, SM, ML	5 to 20 BPF	- Shades of brown and gray. - Sands were generally fine-grained. - Moisture condition generally moist to wet.
Decomposed Bedrock	Sandstone	11 to 14 BPF	- Top of bedrock approximately 1608 feet. - Texturally classified as Poorly Graded Sand with Silt. - Gray in color. - Generally moist. - Coal lenses and silt seams present. - Boring terminated in claystone.

We did not perform gradation analysis on the apparent aggregate base material encountered as part of the pavement section, in accordance with our scope of work. Therefore, we cannot conclusively determine if the encountered material satisfies a particular specification, and it should not be assumed it is suitable for reuse.

For simplicity in this report, we define existing fill to mean existing, uncontrolled or undocumented fill.

2.4 Groundwater

Table 2-2 summarizes the depths where we observed groundwater; the attached Log of Boring sheets in the [Appendix](#) also include this information and additional details.



Table 2-2. Groundwater Summary

Location & Time	Surface Elevation	Measured or Estimated Depth to Groundwater (ft)	Corresponding Groundwater Elevation* (ft)
B-01 while drilling	1642.4	10	1632 1/2
B-01 after drilling	1642.4	15	1627 1/2
B-01 three days after completion	1642.4	10	1632 1/2

*Groundwater elevations have been rounded up to the nearest 1/2 foot.

We do not believe the water level after drilling was representative of the groundwater conditions. We noted that we added water to our boring while drilling below 10 feet to equalize the hydrostatic pressure in our boring with the groundwater level.

We believe that the groundwater level is similar to the water level in the Missouri River. Using the USGS monitoring station in Bismarck, we obtained the river level at the time that Toman Engineering and HEI performed their topographic surveys. These results are summarized in [Table 2-3](#).

Table 2-3. Missouri River Water Level Summary

Date	Gage Height (ft)	Surveyed Elevation (ft)	Inferred Local Datum (ft)
11/20/2025	4.10	1629.15	1625.1
4/30/2026	4.25	1629.23	1625.0

On January 13, 2026, the river level gage height was 8.72 feet, corresponding to an elevation of 1633.8 feet. Not accounting for ice, this level is about 1.3 feet higher than the groundwater we observed in our piezometer. Since the river gage height fluctuated as much as 7 feet higher between the surveyed water level dates, it is reasonable to believe that the groundwater level is related but changes more slowly than the river so that the river alternately gains and loses from groundwater storage. A graph of the gaging data is presented in [Figure 2-1](#) below.

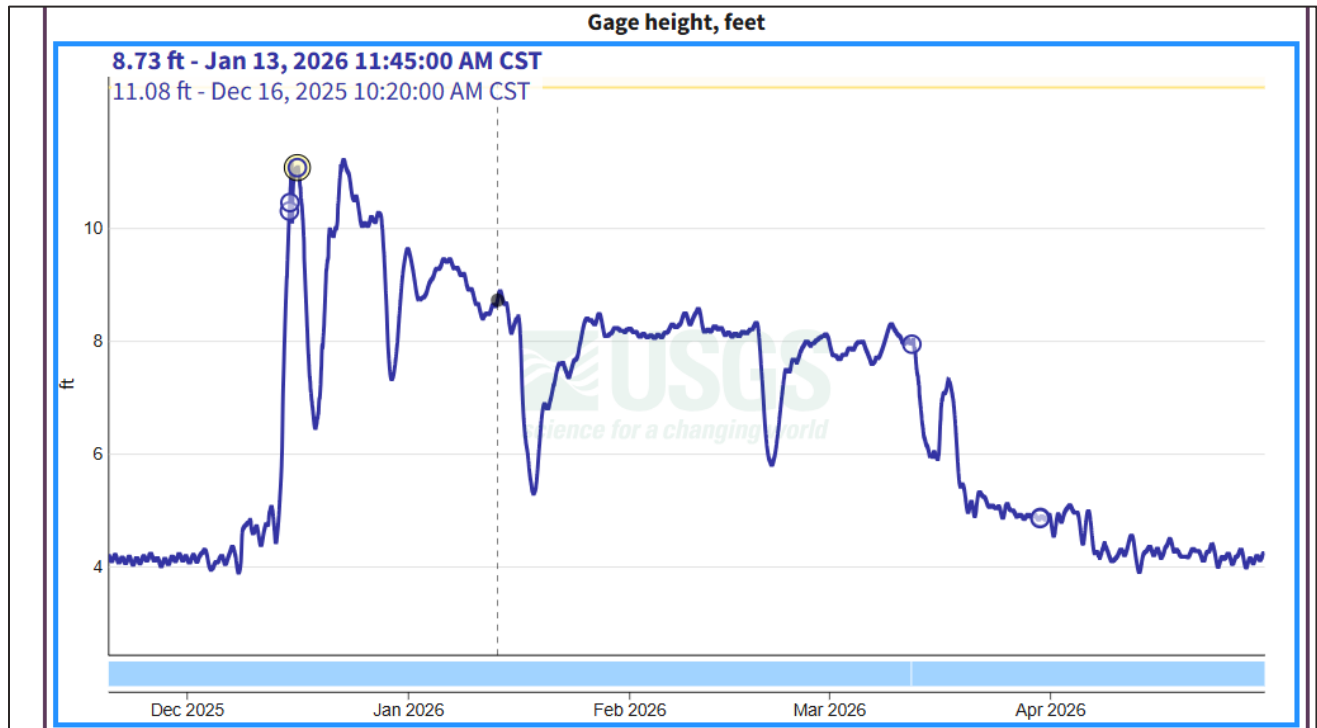


Figure 2-1. Missouri River Gauge Height from 11/20/25 to 4/30/26 at USGS-06342500

2.5 Laboratory Test Results

The boring logs show the results of laboratory testing we performed, next to the tested sample depth. The laboratory test results are also summarized below in [Table 2-4](#), and the [Appendix](#) contains the results of the hydrometer and sieve analyses we performed.

The moisture contents of the silts and sands ranged from 5 to 20 percent above the water level, and 21 to 35 below the water level, indicating the soils are near or below their optimum moisture content above the water level, and saturated below the water level. The results of the moisture content tests are listed in the “MC” column of the Log of Boring sheets attached in the [Appendix](#).

We performed percent passing the No. 200 sieve tests and hydrometer with grain size distribution tests to confirm our visual classification. We interpolated the size of the soil that corresponds to 10 percent passing, or D_{10} , which is useful for scour evaluations. The results are summarized below in [Table 2-4](#).

Table 2-4. Laboratory Classification Test Results

Location	Sample Depth (ft)	Classification	Moisture Content (w, %)	Percent Passing #200 Sieve	D_{10} (mm)
B-01	2-3.5	Fill (SP-SM)	5	8	--
B-01	4.5-6	Alluvium (ML)	20	70	--



Location	Sample Depth (ft)	Classification	Moisture Content (w, %)	Percent Passing #200 Sieve	D ₁₀ (mm)
B-01	7-8.5	Alluvium (SM)	9	16	0.05
B-01	14.5-16	Alluvium (SP-SM)	25	8	0.09
B-01	24.5-26	Alluvium (SP-SM)	26	7	0.11
B-01	34.5-36	Sandstone (SP-SM)	27	7	0.11

2.6 Slope Stability Analysis

2.6.1 Analytical Cross Sections

HEI provided us with a topographic plan developed from their bathymetric survey, as well as a plan and profile drawing of a cross section intercepting the soil boring and the shoreline due west. We identified and selected a cross section that best captured the slump as indicated with the redline shown in [Figure 2-2](#) below.



Figure 2-2. Cross Section Taken from Bathymetric Survey

Provided by HEI, dated April 30, 2026.



2.6.2 Hydraulic Conditions

We utilized the lowest water elevation from the surveys and the groundwater level from our boring to estimate the piezometric surface in our evaluations.

2.6.3 Soil Parameters

We analyzed the estimated friction angle and unit weight of the cohesionless soils (silt and sand) based on established correlations from literature published by the Naval Facilities Engineering Systems Command (NAVFAC), Abramson, et al and Duncan, et al. These correlations are primarily correlated to the blow count or penetration resistance, and the gradation of the soils. We estimated the friction angles for riprap and assumed fill aggregate based on our experience with similar materials. [Table 2-5](#) below summarizes the parameters derived for the material that comprise the geologic profile in the project area. The colored cells match the strata shown on the stability diagrams presented in the [Appendix](#).

Table 2-5. Material Strength Parameters

Material	Unit Weight (pcf)	Friction Angle (phi, deg) ¹	Cohesion (psf)
Loose Sandy Silt	105	25	0
Loose Silty Sand (SM)	110	26	0
Medium Dense Silty Sand (SM)	115	29	0
Loose Poorly Graded Sand with Silt (SP-SM)	115	27	0
Medium Dense Poorly Graded Sand with Silt (SP-SM)	120	31	0
Class 5 Aggregate	130	33	0
Riprap	135	38	0

1. Correlations taken from Table 1.8 of *Slope Stability and Stabilization Methods*, Abramson et al; Figure 5.11 and Table 5.7 of *Soil Strength and Slope Stability*, Duncan et al; and Figure A of NAVFAC Design Manual 7.1 Soil Mechanics.

2.6.4 Analytical Procedure

We analyzed steady-state stability using limit equilibrium methods available in the computer program SLOPE/W by Bentley Systems. The stability was determined based on both force and moment equilibrium utilizing Spencer's method. We created an existing conditions stability model based on the results of the soil borings and laboratory tests and observed conditions from our site reconnaissance and the provided topographic surveys.

The existing conditions were used as a baseline model for analyzing proposed slope stabilization alternatives for the observed instability. For the baseline model, we assumed the existing riprap placed by the USACE is 2.5 feet thick and extends to the toe of the slope. The analyzed factor of safety is 1.17 which indicates the slope is marginally stable but may become unstable under rapidly varying hydraulic conditions or with erosion at the base the slope.



3.0 Slope Stabilization Options

We understand the goal of the project is to preserve the shoreline with minimal permitting requirements and project cost. During our July 9 meeting with HEI's Travis Johnson, PE, we identified three alternatives to consider with different levels of effort, cost and effectiveness. Typically, we consider a stabilization method effective if it can increase the safety factor to at least 1.3 along the shoreline, however due to the nature of the sloughing and desire to avoid construction within the sovereign lands boundary line, we have proposed alternatives that will either translate the failure surface or preserve the shoreline and allow sloughing up to the extent of the mitigation system.

Each alternative presented in order of increasing project costs is outlined below:

- Option 1: Additional Riprap
 - The first option includes the addition of riprap to the low areas caused by the instability.
 - We understand this alternative would be considered maintenance of the shoreline riprap armoring and would not require permitting to complete.
 - We estimate approximately 500 cubic yards of riprap will be required for the initial restoration.
 - The addition of riprap at the top of the slope decreases the factor of safety of the analyzed cross section by a few percent. However, it is apparent that adding weight to the top of the slope would reactivate the somewhat stable configuration of the slope so that a further movement is expected.
 - Depending on river levels, we anticipate that a combination of erosion at the base of the slope in the river and adding weight to the crest of the slope will cause the bank to continue to slough. The addition of riprap to the slope would subsequently cause the pattern to continue indefinitely. We are not confident that the movement would ever stop. The work may last several days or years, depending on fluctuations of flow and water levels of the Missouri River.
 - Although this option has the lowest initial cost, the likelihood of repeating the work after subsequent movement makes this the least reliable repair method.
- Option 2: Geogrid Reinforcement
 - We considered the stabilizing effect of excavating soil from the sloughed area and backfilling with a geogrid-reinforced aggregate.
 - This option increases the factor of safety a few percent, primarily by decreasing the driving force at the top of the slope. The effectiveness of this method increases with depth of replacement below the existing ground line. However, we do not believe it is possible to continue the excavation below the groundwater or river level.



- The geogrid would be effective at distributing the effect of a slope movement over a wider area so that the deformed surface would consist of a shallower depression over a wider area than an abrupt slump.
 - Maintenance for this alternative should be expected due to the unpredictable nature of the Missouri River water levels and flow. The maintenance will likely be relatively minor to restore any depressions that form.
 - We estimate approximately 1,500 cubic yards of Class 5 aggregate, and as much as six layers of reinforcing geogrid at about 400 square yards per layer. We assume about 100 cubic yards of riprap armoring would be needed to replace the riprap in the slumped area.
- Option 3: Piling
- We anticipate that a series of piles could be installed behind the slough to prevent propagation of the slumps further to the east. Drilled micropiles could be considered to drill closer to the river through some of the boulders that are visible at the base of the slump, or driven steel piles could be installed to the east of the slumps. In a similar manner, a sheet pile wall could be installed in this area to protect the landward side of the property.
 - A reinforced concrete grade beam cast over the top of the piles could be used to make the design more reliable.
 - This stabilization method would allow the sloughing to continue up to the installed piles but would retain the slope stability at the pile installation line, preserving the property to the east of the piles. The design could accommodate the removal of several feet of soil from the river side of the piles, and the piles would be relatively resistant to scour or erosion by fines if the slumps were repaired soon after discovery.
 - We anticipate that 40-ft-long piles or sheet piles would be required. Micropiles or driven piles would be installed at a staggered pattern in two rows with a spacing of about 2 feet. A deadman anchor may be effective at reducing the overall price of this option since a smaller pile section could be used.

The results of our slope stability analyses for the options described above are presented in the [Appendix](#).

We also considered chemical stabilization of the sands at the site to increase strength and make them more resistant to erosion. However, it would be difficult to perform this work below the groundwater because of the perception that the grout could migrate into the Missouri River before it sets up. For planning purposes, the system would consist of restoring the area with sand fill, grouting an area similar in extent to the geogrid option, and then restoring the riprap armoring along the river. Since this method would not improve the resistance of the soil in the river to scour, it would eventually become undermined and require some remediation.



4.0 Procedures

4.1 Penetration Test Boring

We drilled the penetration test boring with a truck-mounted core and auger drill equipped with hollow-stem auger. We performed the borings in general accordance with ASTM D6151 taking penetration test samples at 2 1/2- or 5-foot intervals in general accordance with ASTM D1586. The boring logs show the actual sample intervals and corresponding depths. The boring was backfilled with auger cuttings.

4.2 Exploration Logs

4.2.1 Log of Boring Sheets

The [Appendix](#) includes Log of Boring sheets for our penetration test borings. The logs identify and describe the penetrated geologic materials and present the results of penetration resistance tests performed. The logs also present the results of laboratory tests performed on penetration test samples, and groundwater measurements. The [Appendix](#) also includes a Fence Diagram intended to provide a summarized cross-sectional view of the soil profile across the site.

We inferred strata boundaries from changes in the penetration test samples and the auger cuttings. Because we did not perform continuous sampling, the strata boundary depths are only approximate. The boundary depths likely vary away from the boring locations, and the boundaries themselves may occur as gradual rather than abrupt transitions.

4.2.2 Geologic Origins

We assigned geologic origins to the materials shown on the logs and referenced within this report, based on: (1) a review of the background information and reference documents cited above, (2) visual classification of the various geologic material samples retrieved during the course of our subsurface exploration, (3) penetration resistance and other in-situ testing performed for the project, (4) laboratory test results, and (5) available common knowledge of the geologic processes and environments that have impacted the site and surrounding area in the past .

4.3 Material Classification and Testing

4.3.1 Visual and Manual Classification

We visually and manually classified the geologic materials encountered based on ASTM D2488. When we performed laboratory classification tests, we used the results to classify the geologic materials in accordance with ASTM D2487. The [Appendix](#) includes a chart explaining the classification system we used.



4.3.2 Laboratory Testing

The exploration logs in the [Appendix](#) note most of the results of the laboratory tests performed on geologic material samples. The remaining laboratory test results follow the exploration logs. We performed the tests in general accordance with ASTM procedures.

4.4 Groundwater Measurements

The drillers checked for groundwater while advancing the penetration test boring, and again after auger withdrawal. We then filled the borehole with auger cuttings.

A temporary piezometer was drilled and installed approximately 5 feet to the north of the borehole. The piezometer featured 2-inch PVC, a sand-packed 15-foot screen section, and bentonite chips in the annulus of the standpipe to the ground surface. We returned to the site three days after installation, measured the groundwater and abandoned the piezometer. The standpipe was removed and the remaining annulus was backfilled with bentonite chips.

5.0 Qualifications

5.1 Variations in Subsurface Conditions

5.1.1 Material Strata

We developed our evaluation, analyses, and recommendations from a limited amount of site and subsurface information. It is not standard engineering practice to retrieve material samples from exploration locations continuously with depth. Therefore, we must infer strata boundaries and thicknesses to some extent. Strata boundaries may also be gradual transitions, and project planning should expect the strata to vary in depth, elevation, and thickness, away from the exploration locations.

Variations in subsurface conditions present between exploration locations may not be revealed until performing additional exploration work or starting construction. If future activity for this project reveals any such variations, you should notify us so that we may re-evaluate our recommendations. Such variations could increase construction costs, and we recommend including a contingency to accommodate them.

5.1.2 Groundwater Levels

We made groundwater measurements under the conditions reported herein and shown on the exploration logs and interpreted in the text of this report. Note that the observation periods were relatively short, and project planning can expect groundwater levels to fluctuate in response to rainfall, flooding, irrigation, seasonal freezing and thawing, surface drainage modifications and other seasonal and annual factors.



5.2 Continuity of Professional Responsibility

5.2.1 Plan Review

We based this report on a limited amount of information, and we made a number of assumptions to help us develop our recommendations. We should be retained to review the geotechnical aspects of the designs and specifications. This review will allow us to evaluate whether we anticipated the design correctly, if any design changes affect the validity of our recommendations, and if the design and specifications correctly interpret and implement our recommendations.

5.2.2 Construction Observations and Testing

We recommend retaining us to perform the required observations and testing during construction as part of the ongoing geotechnical evaluation. This will allow us to correlate the subsurface conditions exposed during construction with those encountered by the borings and provide professional continuity from the design phase to the construction phase. If we do not perform observations and testing during construction, it becomes the responsibility of others to validate the assumption made during the preparation of this report and to accept the construction-related geotechnical engineer-of-record responsibilities.

5.3 Use of Report

This report is for the exclusive use of the addressed parties. Without written approval, we assume no responsibility to other parties regarding this report. Our evaluation, analyses and recommendations may not be appropriate for other parties or projects.

5.4 Standard of Care

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

Appendix

Soil Boring Location Sketch

Fence Diagram

Log of Boring Sheets B-01

Descriptive Terminology of Soil

Descriptive Terminology of Rock

Laboratory Test Results

Analytical Outputs



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701.255.7180
braunintertec.com

Project No:
10004319_001

Drawing No:
BoringLocs

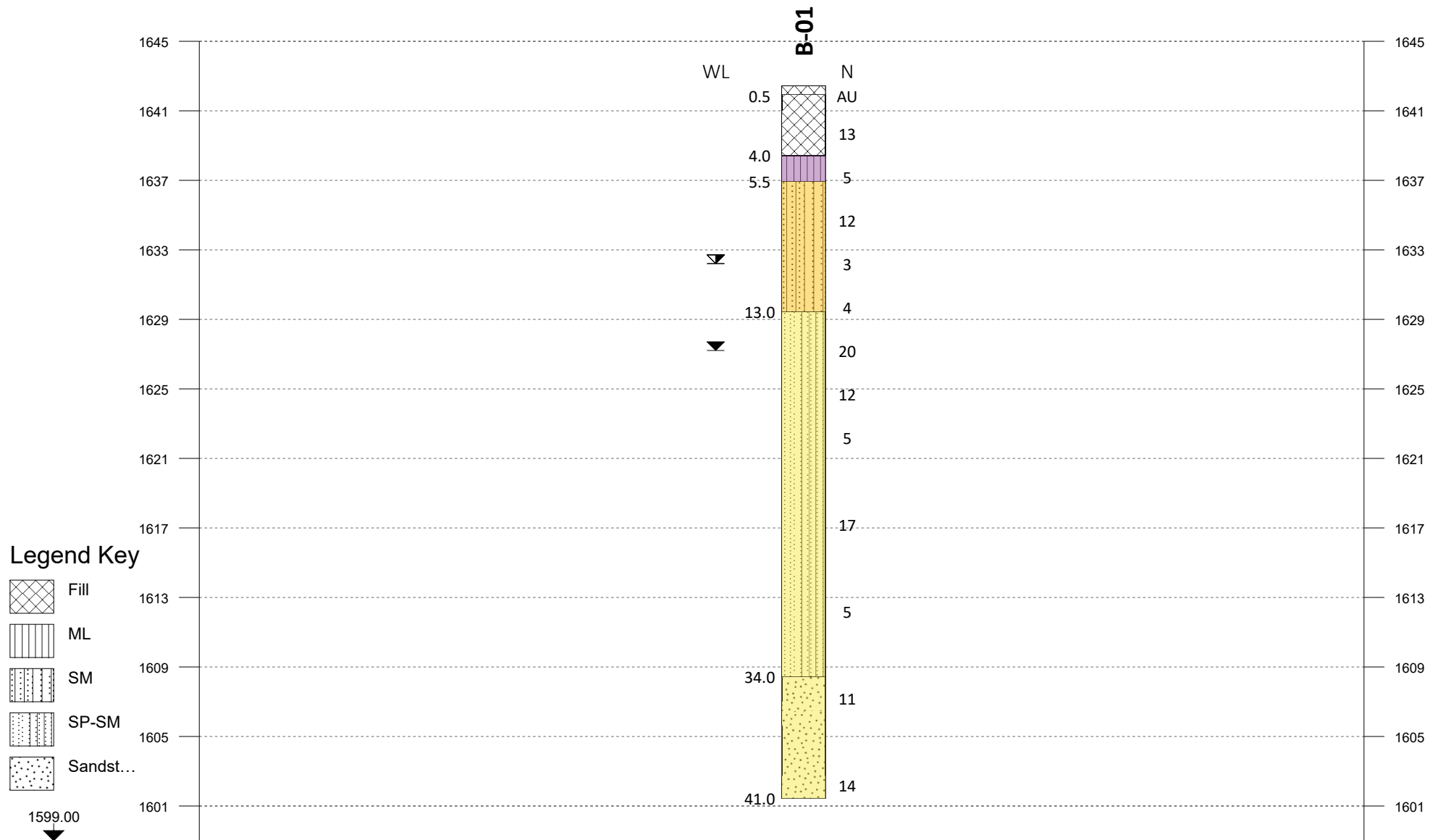
Drawn By: SL
Date Drawn: 1/15/2026
Checked By: KS
Last Modified: 1/20/2026

Hogue Island Slope Stability Analysis

10054 Island Road

Bismarck, North Dakota

**Soil Boring
Location Sketch**



SECTION LINE 1

Fence Diagram

Geotechnical Evaluation

Hogue Island Slope Stability Analysis

10054 Island Road

Bismarck, North Dakota

Project ID: 10004319_001

Vert. Scale: 1"= 8'

Hor. Scale: NTS

Date: 07/10/2026

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INTERTEC

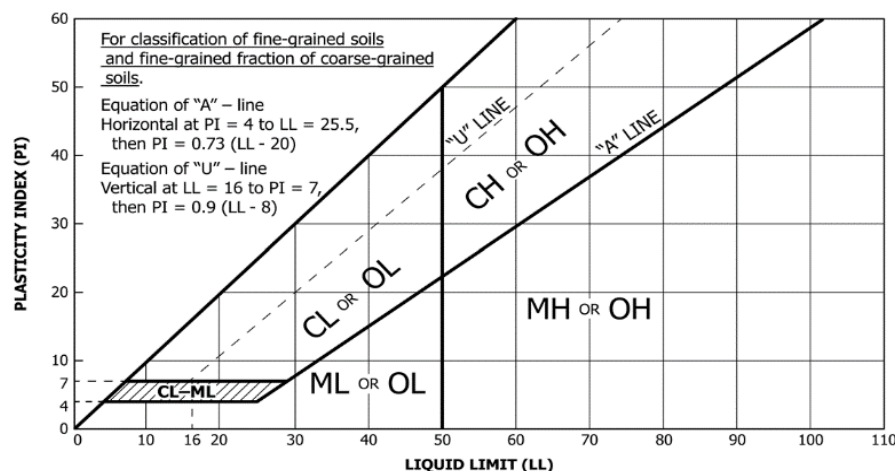
the science you build on

Continued on next page

Project Number 10004319_001 Geotechnical Evaluation Hogue Island Slope Stability Analysis 10054 Island Road Bismarck, North Dakota					BORING: B-01		
					LOCATION: Captured with RTK GPS.		
					DATUM: WGS 84		
					LATITUDE: 46.919956	LONGITUDE: -100.895054	
DRILLER: C.Gorman		LOGGED BY: K.Staley		START DATE: 01/09/26	END DATE: 01/09/26		
SURFACE ELEVATION: 1642.4 ft		RIG: 7517	METHOD: 3 1/4" HSA	SURFACING: Grass	WEATHER: Clear		
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q _p tsf	MC %	Tests or Remarks
1608.4		POORLY GRADED SAND with SILT (SP-SM), fine-grained, gray, wet, loose to medium dense (ALLUVIUM)					See attached Sieve Hydrometer
34.0		LUDLOW FORMATION, SANDSTONE, gray, moist, decomposed, very soft, sample retrieved as non-cemented "Poorly Graded Sand with Silt (SP-SM)" <i>Inclusion of Coal at 35 feet</i>	35	3-4-7 (11) 10"		27	P200=7%
1601.4		<i>Coal lense and 1-inch seam of very soft Claystone at 39 1/2 feet</i>	40	2-6-8 (14) 18"		21	
41.0		END OF BORING					Water observed at 10.0 feet while drilling.
		Boring then grouted					Water observed at 15.0 feet at end of drilling.
			45				Water observed at 10.0 feet in temporary piezometer when rechecked on 01/13/2026.
			50				Temporary piezometer installed 5 feet north then abandoned on 1/13/2026.
			55				
			60				

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification	
				Group Symbol	Group Name ^B
Coarse-grained Soils (more than 50% retained on No. 200 sieve)	Gravels (More than 50% of coarse fraction retained on No. 4 sieve)	Clean Gravels (Less than 5% fines ^C)	$C_u \geq 4$ and $1 \leq C_c \leq 3^D$	GW	Well-graded gravel ^E
			$C_u < 4$ and/or ($C_c < 1$ or $C_c > 3$) ^D	GP	Poorly graded gravel ^E
		Gravels with Fines (More than 12% fines ^C)	Fines classify as ML or MH	GM	Silty gravel ^{EFG}
			Fines Classify as CL or CH	GC	Clayey gravel ^{EFG}
	Sands (50% or more coarse fraction passes No. 4 sieve)	Clean Sands (Less than 5% fines ^H)	$C_u \geq 6$ and $1 \leq C_c \leq 3^D$	SW	Well-graded sand ^I
			$C_u < 6$ and/or ($C_c < 1$ or $C_c > 3$) ^D	SP	Poorly graded sand ^I
		Sands with Fines (More than 12% fines ^H)	Fines classify as ML or MH	SM	Silty sand ^{FGI}
			Fines classify as CL or CH	SC	Clayey sand ^{FGI}
Fine-grained Soils (50% or more passes the No. 200 sieve)	Silts and Clays (Liquid limit less than 50)	Inorganic	PI > 7 and plots on or above "A" line ^J	CL	Lean clay ^{KLM}
			PI < 4 or plots below "A" line ^J	ML	Silt ^{KLM}
		Organic	Liquid Limit – oven dried <0.75	OL	Organic clay ^{KLMN}
			Liquid Limit – not dried <0.75		Organic silt ^{KLMQ}
	Silts and Clays (Liquid limit 50 or more)	Inorganic	PI plots on or above "A" line	CH	Fat clay ^{KLM}
			PI plots below "A" line	MH	Elastic silt ^{KLM}
		Organic	Liquid Limit – oven dried <0.75	OH	Organic clay ^{KLMP}
			Liquid Limit – not dried <0.75		Organic silt ^{KLMQ}
Highly Organic Soils		Primarily organic matter, dark in color, and organic odor		PT	Peat

- A. Based on the material passing the 3-inch (75-mm) sieve.
- B. If field sample contained cobbles or boulders, or both, add "with cobbles or boulders," or both" to group name.
- C. Gravels with 5 to 12% fines require dual symbols:
 GW-GM well-graded gravel with silt
 GW-GC well-graded gravel with clay
 GP-GM poorly graded gravel with silt
 GP-GC poorly graded gravel with clay
- D. $C_u = D_{60} / D_{10}$ $C_c = (D_{30})^2 / (D_{10} \times D_{60})$
- E. If soil contains $\geq 15\%$ sand, add "with sand" to group name.
- F. If fines classify as CL-ML, use dual symbol GC-GM or SC-SM.
- G. If fines are organic, add "with organic fines" to group name.
- H. Sands with 5 to 12% fines require dual symbols:
 SW-SM well-graded sand with silt
 SW-SC well-graded sand with clay
 SP-SM poorly graded sand with silt
 SP-SC poorly graded sand with clay
- I. If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.
- J. If Atterberg limits plot in hatched area, soil is CL-ML, silty clay.
- K. If soil contains 15 to < 30% plus No. 200, add "with sand" or "with gravel", whichever is predominant.
- L. If soil contains $\geq 30\%$ plus No. 200, predominantly sand, add "sandy" to group name.
- M. If soil contains $\geq 30\%$ plus No. 200 predominantly gravel, add "gravelly" to group name.
- N. PI ≥ 4 and plots on or above "A" line.
- O. PI < 4 or plots below "A" line.
- P. PI plots on or above "A" line.
- Q. PI plots below "A" line.



Laboratory Tests

DD	Dry density, pcf	q _p	Pocket penetrometer strength, tsf
WD	Wet density, pcf	q _u	Unconfined compression test, tsf
P200	% Passing #200 sieve	LL	Liquid limit
MC	Moisture content, %	PL	Plastic limit
OC	Organic content, %	PI	Plasticity index

Particle Size Identification

Boulders..... over 12"
 Cobbles..... 3" to 12"
 Gravel
 Coarse..... 3/4" to 3" (19.00 mm to 75.00 mm)
 Fine..... No. 4 to 3/4" (4.75 mm to 19.00 mm)
 Sand
 Coarse..... No. 10 to No. 4 (2.00 mm to 4.75 mm)
 Medium..... No. 40 to No. 10 (0.425 mm to 2.00 mm)
 Fine..... No. 200 to No. 40 (0.075 mm to 0.425 mm)
 Silt..... No. 200 (0.075 mm) to .005 mm
 Clay..... < .005 mm

Relative Proportions^{L,M}

trace..... 0 to 5%
 little..... 6 to 14%
 with..... $\geq 15\%$

Inclusion Thicknesses

lens..... 0 to 1/8"
 seam..... 1/8" to 1"
 layer..... over 1"

Apparent Relative Density of Cohesionless Soils

Very loose 0 to 4 BPF
 Loose 5 to 10 BPF
 Medium dense..... 11 to 30 BPF
 Dense..... 31 to 50 BPF
 Very dense..... over 50 BPF

Consistency of Cohesive Soils

Blows Per Foot Approximate Unconfined Compressive Strength
 Very soft..... 0 to 1 BPF..... < 0.25 tsf
 Soft..... 2 to 4 BPF..... 0.25 to 0.5 tsf
 Medium..... 5 to 8 BPF..... 0.5 to 1 tsf
 Stiff..... 9 to 15 BPF..... 1 to 2 tsf
 Very Stiff..... 16 to 30 BPF..... 2 to 4 tsf
 Hard..... over 30 BPF..... > 4 tsf

Moisture Content:

Dry: Absence of moisture, dusty, dry to the touch.
Moist: Damp but no visible water.
Wet: Visible free water, usually soil is below water table.

Drilling Notes:

Blows/N-value: Blows indicate the driving resistance recorded for each 6-inch interval. The reported N-value is the blows per foot recorded by summing the second and third interval in accordance with the Standard Penetration Test, ASTM D1586.

Partial Penetration: If the sampler could not be driven through a full 6-inch interval, the number of blows for that partial penetration is shown as #/x" (i.e. 50/2"). The N-value is reported as "REF" indicating refusal.

Recovery: Indicates the inches of sample recovered from the sampled interval. For a standard penetration test, full recovery is 18", and is 24" for a thinwall/shelby tube sample.

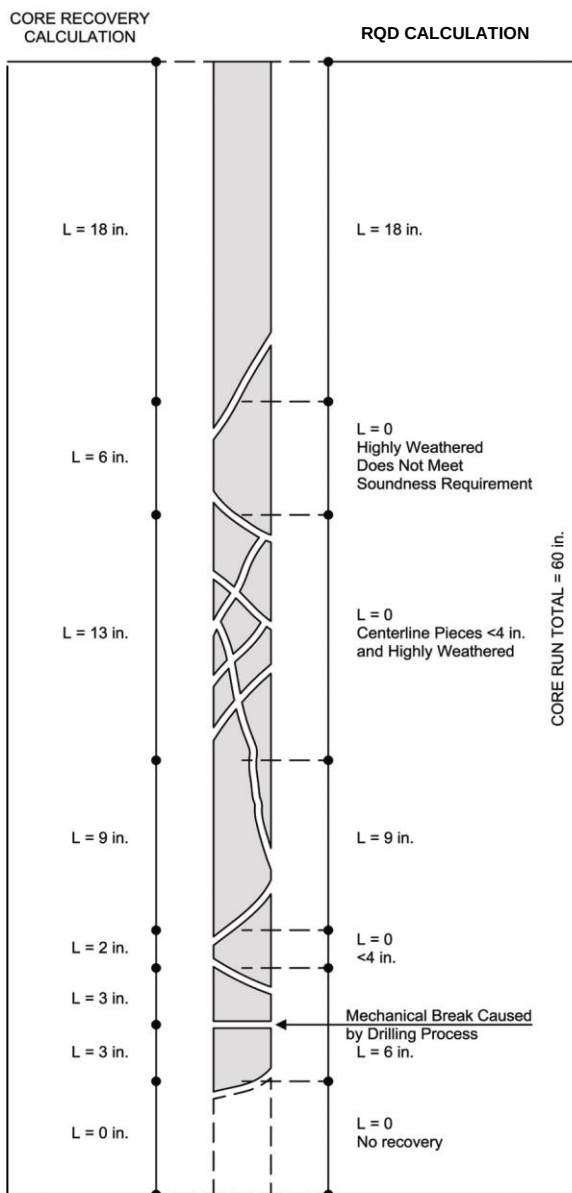
WOH: Indicates the sampler penetrated soil under weight of hammer and rods alone; driving not required.

WOR: Indicates the sampler penetrated soil under weight of rods alone; hammer weight and driving not required.

Water Level: Indicates the water level measured by the drillers either while drilling (☒), at the end of drilling (☑), or at some time after drilling (☐).

Sample Symbols

☒	Standard Penetration Test	☐	Rock Core
☑	Modified California (MC)	☐	Thinwall (TW)/Shelby Tube (SH)
☐	Auger	☐	Texas Cone Penetrometer
☐	Grab Sample	☐	Dynamic Cone Penetrometer



Example Calculations

Core Recovery, CR = $\frac{\text{Total length of rock recovered}}{\text{Total core run length}}$

Example: CR = $\frac{(18 + 6 + 13 + 9 + 2 + 3 + 3)}{(60)}$

CR = 90%

RQD = $\frac{\text{Sum of sound pieces 4 inches or larger}}{\text{Total core run length}}$

RQD Percent	Rock Quality
< 25	very poor
25 < 50	poor
50 < 75	fair
75 < 90	good
90 < 100	excellent

Example: RQD = $\frac{(18 + 9 + 6)}{(60)}$

RQD = 55%

Weathering

Unweathered: No evidence of chemical or mechanical alteration.

Slightly weathered: Slight discoloration on surface, slight alteration along discontinuities, less than 10% of rock volume altered.

Moderately Weathered: Discoloration evident, surface pitted and altered with alteration penetrating well below rock surfaces, weathering halos evident, 10% to 50% of the rock altered.

Highly Weathered: Entire mass discolored, alteration pervading nearly all of the rock, with some pockets of slightly weathered rock noticeable, some mineral leached away.

Decomposed: Rock reduced to a soil consistency with relict rock texture, generally molded and crumbled by hand.

Hardness

<i>Very soft:</i>	Can be deformed by hand
<i>Soft:</i>	Can be scratched with a fingernail
<i>Moderately hard:</i>	Can be scratched easily with a knife
<i>Hard:</i>	Can be scratched with difficulty with a knife
<i>Very hard:</i>	Cannot be scratched with a knife

Texture

Sedimentary Rocks:	Grain Size
Coarse grained	2 – 5 mm
Medium grained	0.4 – 2 mm
Fine grained	0.1 – 0.4 mm
Very fine grained	< 0.1 mm

Igneous and Metamorphic Rocks:	
Coarse grained	5 mm
Medium grained	1 – 5 mm
Fine grained	0.1 – 1 mm
Aphanitic	< 0.1 mm

Thickness of Bedding

<i>Massive:</i>	3 ft. thick or greater
<i>Thick bedded:</i>	1 to 3 ft. thick
<i>Medium bedded:</i>	4 in. to 1 ft. thick
<i>Thin bedded:</i>	4 in. thick or less

Degree of Fracturing (Jointing)

<i>Unfractured:</i>	Fracture spacing 6 ft. or more
<i>Slightly fractured:</i>	Fracture spacing 2 to 6 ft.
<i>Moderately fractured:</i>	Fracture spacing 8 in. to 2 ft.
<i>Highly fractured:</i>	Fracture spacing 2 in. to 8 in.
<i>Intensely fractured:</i>	Fracture spacing 2 in. or less

Client:

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

Project:

10004319_001.00.03
Hogue Island Slope Stability Analysis
10054 Island Road
Bismarck, ND 58503

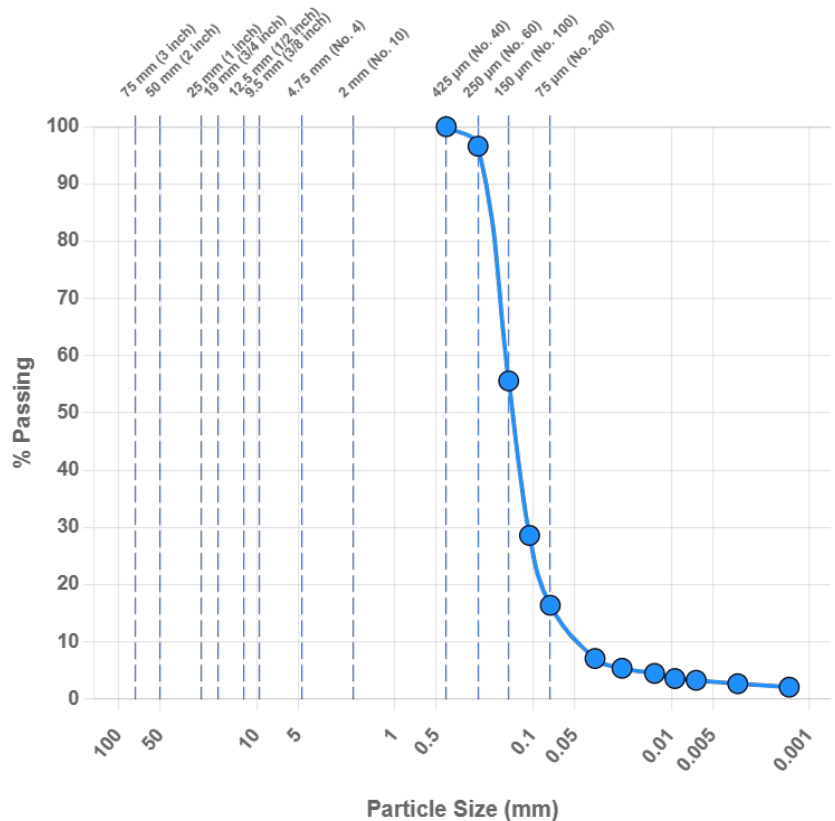
Sample Information

Sample Number:	709539	Alternate ID:	4
Sampling Method:	Penetration Boring ASTM D1586	Depth (ft):	7-8.5
Boring Number:	B-01	Sampled By:	Drill Crew
Location:	Native Soil		
Location Details:	B-01, 7-8.5'		
Sample Date:	01/09/2026		
Received Date:	01/14/2026	Lab:	2908 Morrison Ave. Suite 3, Bismarck, ND
Tested Date:	01/19/2026	Tested By:	Austin, Jon

Laboratory Data

Sieve-Hydrometer Analysis

Particle Size	% Passing	Specification
425 µm (No. 40)	100.0	-
250 µm (No. 60)	96.6	-
150 µm (No. 100)	55.6	-
106 µm (No. 140)	28.6	-
75 µm (No. 200)	16.4	-
35.6 (µm)	7.1	-
22.7 (µm)	5.4	-
13.2 (µm)	4.5	-
9.4 (µm)	3.6	-
6.6 (µm)	3.3	-
3.3 (µm)	2.7	-
1.4 (µm)	2.1	-



Particle Size (mm)

Soil Classification: SM Silty sand

Gravel (%):	0	Sand (%):	83.6	Silt (%):	13.4	Clay (%):	3.0
D₆₀ (µm):	160.7	D₃₀ (µm):	108.3	D₁₀ (µm):	47.9	C_u:	3.35
						C_c:	1.52

General

Client:

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

Project:

10004319_001.00.03
Hogue Island Slope Stability Analysis
10054 Island Road
Bismarck, ND 58503

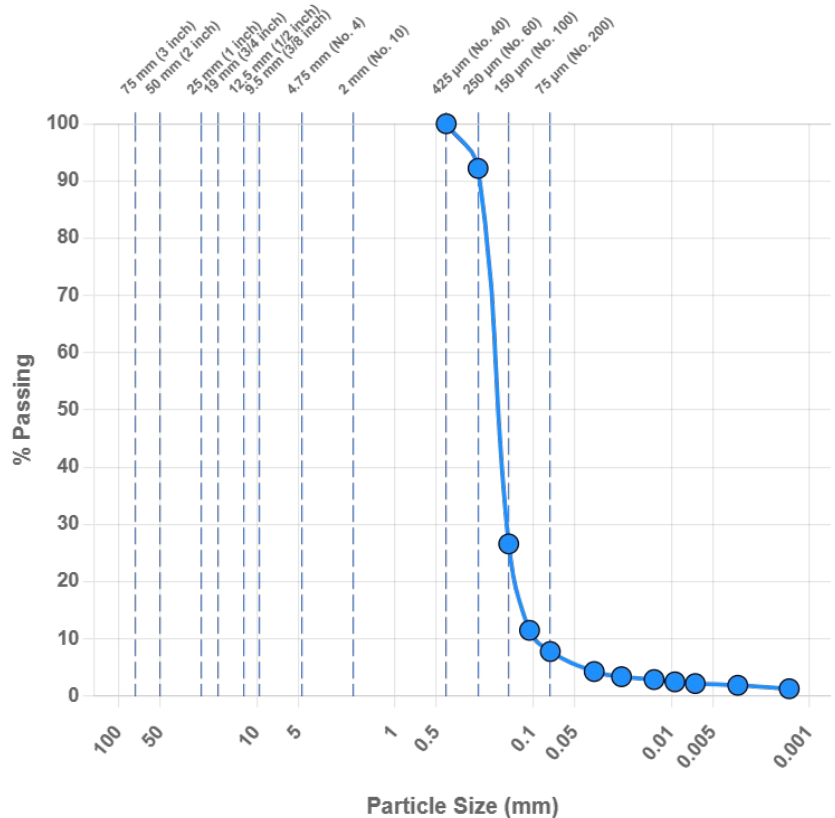
Sample Information

Sample Number:	709540	Alternate ID:	7
Sampling Method:	Penetration Boring ASTM D1586	Depth (ft):	14.5-16
Boring Number:	B-01	Sampled By:	Drill Crew
Location:	Native Soil		
Location Details:	B-01, 14.5-16'		
Sample Date:	01/09/2026		
Received Date:	01/14/2026	Lab:	2908 Morrison Ave. Suite 3, Bismarck, ND
Tested Date:	01/19/2026	Tested By:	Austin, Jon

Laboratory Data

Sieve-Hydrometer Analysis

Particle Size	% Passing	Specification
425 µm (No. 40)	100.0	-
250 µm (No. 60)	92.2	-
150 µm (No. 100)	26.6	-
106 µm (No. 140)	11.5	-
75 µm (No. 200)	7.8	-
36.1 (µm)	4.3	-
22.9 (µm)	3.4	-
13.3 (µm)	2.9	-
9.4 (µm)	2.5	-
6.7 (µm)	2.2	-
3.3 (µm)	1.9	-
1.4 (µm)	1.3	-



Soil Classification: SP-SM Poorly graded sand with silt

Gravel (%): 0	Sand (%): 92.2	Silt (%): 5.7	Clay (%): 2.1
D₆₀ (µm): 200.9	D₃₀ (µm): 155.2	D₁₀ (µm): 93.4	C_u: 2.15 C_c: 1.28

General

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Bismarck, ND 58503

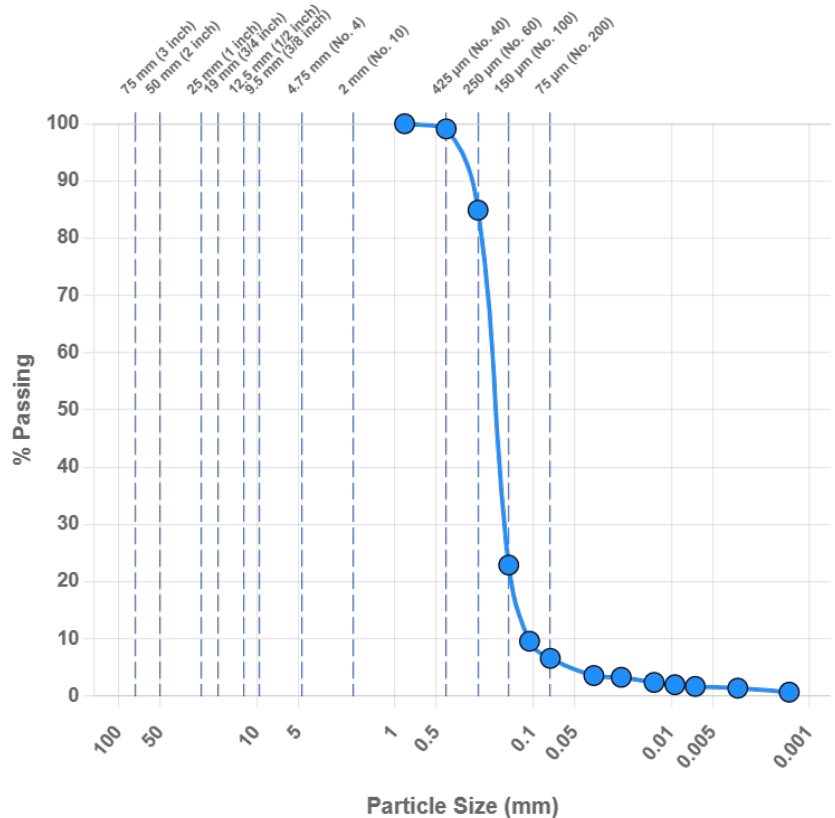
Sample Information

Sample Number:	709541	Alternate ID:	10
Sampling Method:	Penetration Boring ASTM D1586	Depth (ft):	24.5-26
Boring Number:	B-01	Sampled By:	Drill Crew
Location:	Native Soil		
Location Details:	B-01, 24.5-26'		
Sample Date:	01/09/2026		
Received Date:	01/14/2026	Lab:	2908 Morrison Ave. Suite 3, Bismarck, ND
Tested Date:	01/19/2026	Tested By:	Austin, Jon

Laboratory Data

Sieve-Hydrometer Analysis

Particle Size	% Passing	Specification
850 µm (No. 20)	100.0	-
425 µm (No. 40)	99.1	-
250 µm (No. 60)	84.9	-
150 µm (No. 100)	22.9	-
106 µm (No. 140)	9.6	-
75 µm (No. 200)	6.6	-
36.3 (µm)	3.6	-
23.0 (µm)	3.3	-
13.3 (µm)	2.4	-
9.4 (µm)	2.0	-
6.7 (µm)	1.7	-
3.3 (µm)	1.4	-
1.4 (µm)	0.7	-



Soil Classification: SP-SM Poorly graded sand with silt

Gravel (%): 0	Sand (%): 93.4	Silt (%): 5.0	Clay (%): 1.6
D₆₀ (µm): 209.8	D₃₀ (µm): 161.5	D₁₀ (µm): 107.3	C_u: 1.96 C_c: 1.16

General

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Project:

10004319_001.00.03
Hogue Island Slope Stability Analysis
10054 Island Road
Bismarck, ND 58503

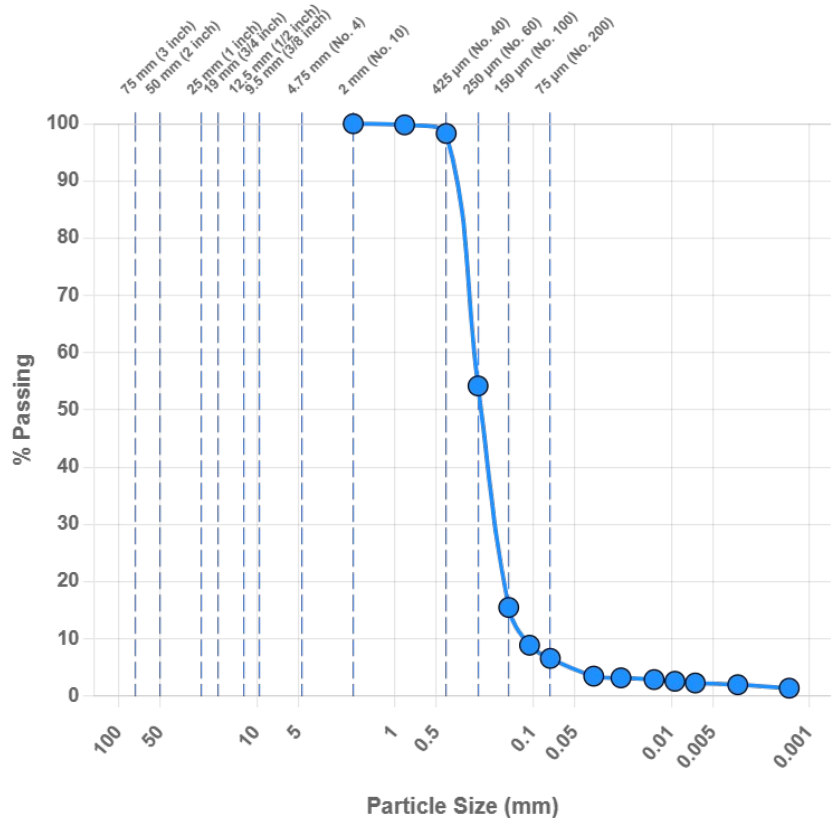
Sample Information

Sample Number:	709542	Alternate ID:	12
Sampling Method:	Penetration Boring ASTM D1586	Depth (ft):	34.5-36
Boring Number:	B-01	Sampled By:	Drill Crew
Location:	Native Soil		
Location Details:	B-01, 34.5-36'		
Sample Date:	01/09/2026		
Received Date:	01/14/2026	Lab:	2908 Morrison Ave. Suite 3, Bismarck, ND
Tested Date:	01/19/2026	Tested By:	Austin, Jon

Laboratory Data

Sieve-Hydrometer Analysis

Particle Size	% Passing	Specification
2 mm (No. 10)	100.0	-
850 µm (No. 20)	99.8	-
425 µm (No. 40)	98.3	-
250 µm (No. 60)	54.2	-
150 µm (No. 100)	15.5	-
106 µm (No. 140)	8.9	-
75 µm (No. 200)	6.6	-
36.4 (µm)	3.5	-
23.1 (µm)	3.2	-
13.3 (µm)	2.9	-
9.4 (µm)	2.6	-
6.7 (µm)	2.3	-
3.3 (µm)	2.0	-
1.4 (µm)	1.4	-



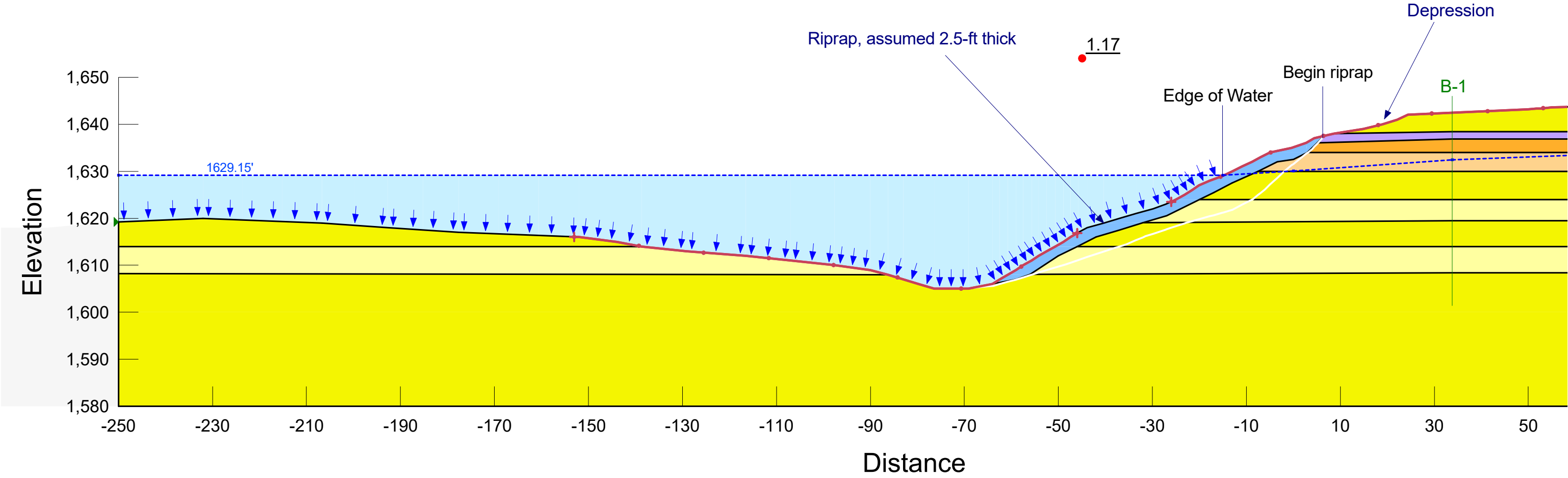
Soil Classification: SP-SM Poorly graded sand with silt

Gravel (%):	0	Sand (%):	93.4	Silt (%):	4.4	Clay (%):	2.2		
D₆₀ (µm):	273.0	D₃₀ (µm):	187.5	D₁₀ (µm):	113.3	C_u:	2.41	C_c:	1.14

General

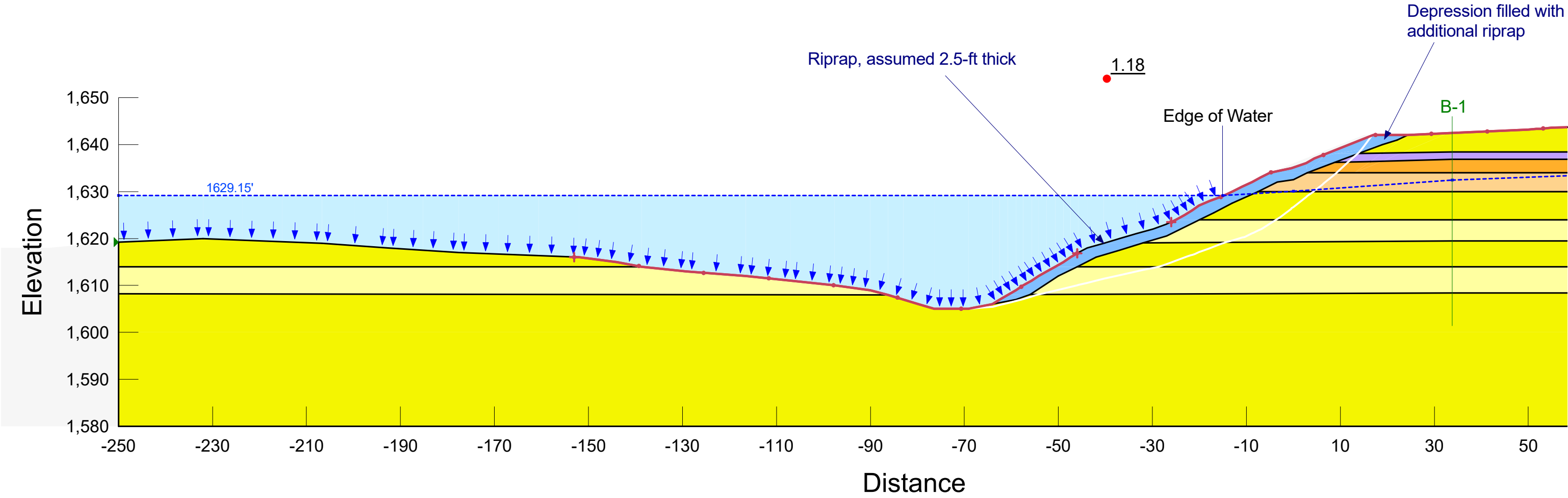
Braun Intertec Project No. 10004319
Hogue Island Slope Stability Analysis
Bathymetric Survey
Existing Conditions
Surveyed Water Elevation of 1629.15'

Color	Name	Slope Stability Material Model	Unit Weight (pcf)	Effective Cohesion (psf)	Effective Friction Angle (°)	Piezometric Surface
	1. Loose Sandy Silt	Mohr-Coulomb	105	0	25	1
	2. Loose SM	Mohr-Coulomb	110	0	26	1
	3. Medium Dense SM	Mohr-Coulomb	115	0	29	1
	4. Loose SP-SM	Mohr-Coulomb	115	0	27	1
	5. Medium Dense SP-SM	Mohr-Coulomb	120	0	31	1
	Riprap	Mohr-Coulomb	135	0	38	1



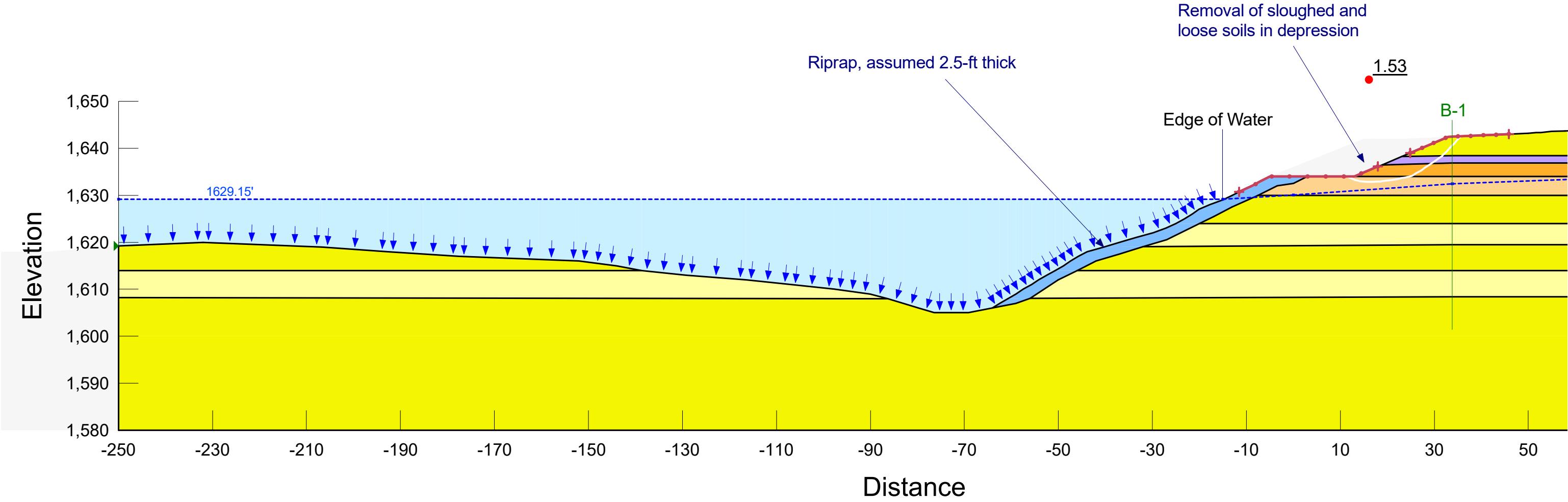
Braun Intertec Project No. 10004319
Hogue Island Slope Stability Analysis
Bathymetric Survey
Addition of Riprap to Depression
Surveyed Water Elevation of 1629.15'

Color	Name	Slope Stability Material Model	Unit Weight (pcf)	Effective Cohesion (psf)	Effective Friction Angle (°)	Piezometric Surface
	1. Loose Sandy Silt	Mohr-Coulomb	105	0	25	1
	2. Loose SM	Mohr-Coulomb	110	0	26	1
	3. Medium Dense SM	Mohr-Coulomb	115	0	29	1
	4. Loose SP-SM	Mohr-Coulomb	115	0	27	1
	5. Medium Dense SP-SM	Mohr-Coulomb	120	0	31	1
	Riprap	Mohr-Coulomb	135	0	38	1



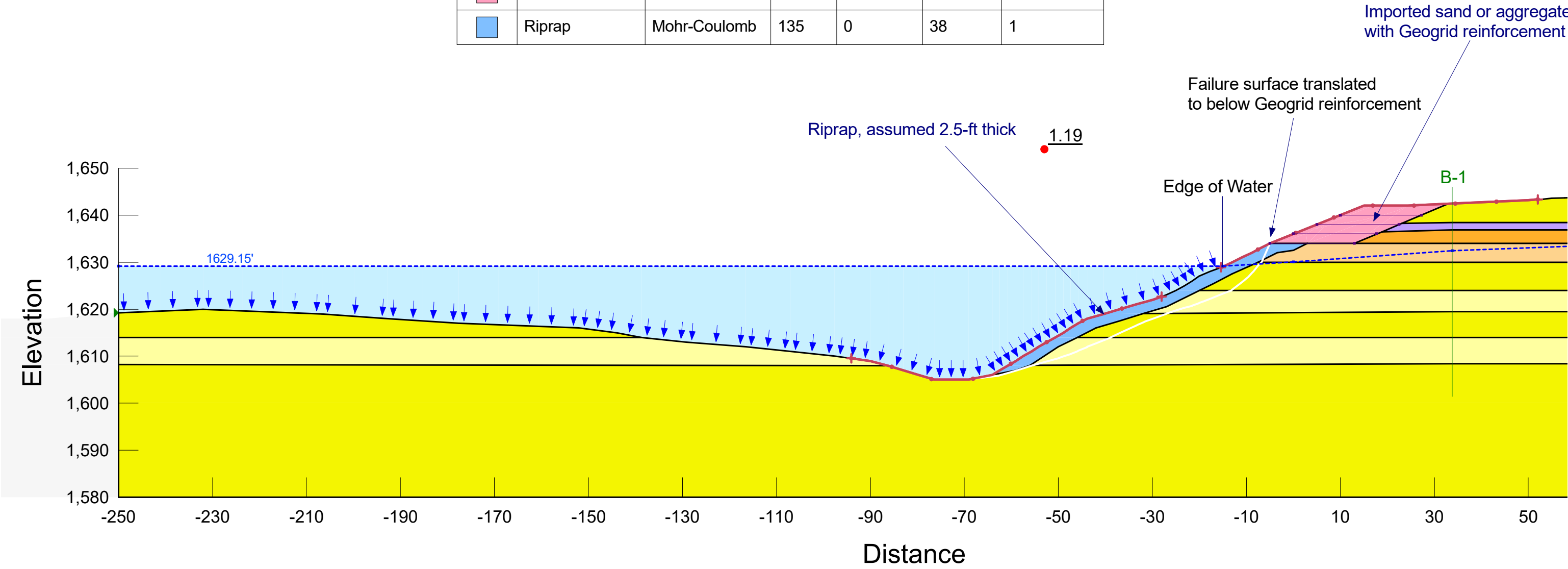
Braun Intertec Project No. 10004319
Hogue Island Slope Stability Analysis
Bathymetric Survey
Cut of Sloughed Material
Surveyed Water Elevation of 1629.15'

Color	Name	Slope Stability Material Model	Unit Weight (pcf)	Effective Cohesion (psf)	Effective Friction Angle (°)	Piezometric Surface
	1. Loose Sandy Silt	Mohr-Coulomb	105	0	25	1
	2. Loose SM	Mohr-Coulomb	110	0	26	1
	3. Medium Dense SM	Mohr-Coulomb	115	0	29	1
	4. Loose SP-SM	Mohr-Coulomb	115	0	27	1
	5. Medium Dense SP-SM	Mohr-Coulomb	120	0	31	1
	Riprap	Mohr-Coulomb	135	0	38	1



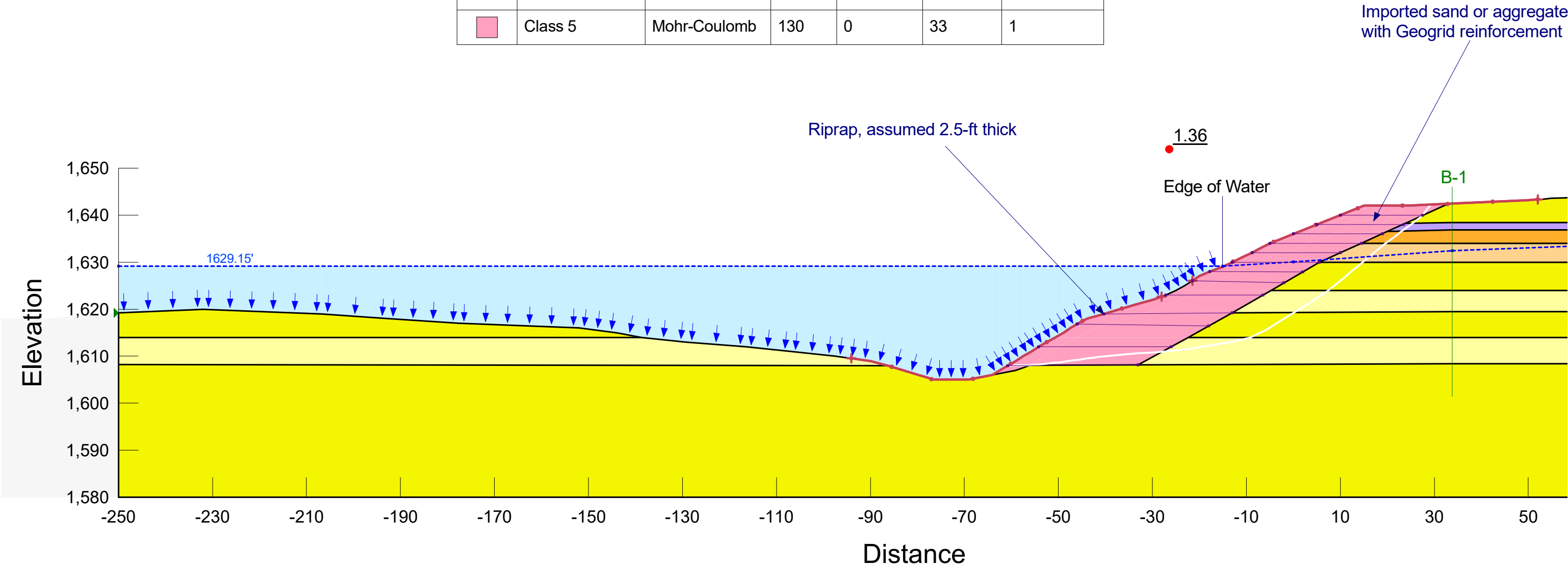
Braun Intertec Project No. 10004319
Hogue Island Slope Stability Analysis
Bathymetric Survey
Depression filled with Imported Sand or Aggregate
with Geogrid Reinforcement
Surveyed Water Elevation of 1629.15'

Color	Name	Slope Stability Material Model	Unit Weight (pcf)	Effective Cohesion (psf)	Effective Friction Angle (°)	Piezometric Surface
	1. Loose Sandy Silt	Mohr-Coulomb	105	0	25	1
	2. Loose SM	Mohr-Coulomb	110	0	26	1
	3. Medium Dense SM	Mohr-Coulomb	115	0	29	1
	4. Loose SP-SM	Mohr-Coulomb	115	0	27	1
	5. Medium Dense SP-SM	Mohr-Coulomb	120	0	31	1
	Class 5	Mohr-Coulomb	130	0	33	1
	Riprap	Mohr-Coulomb	135	0	38	1



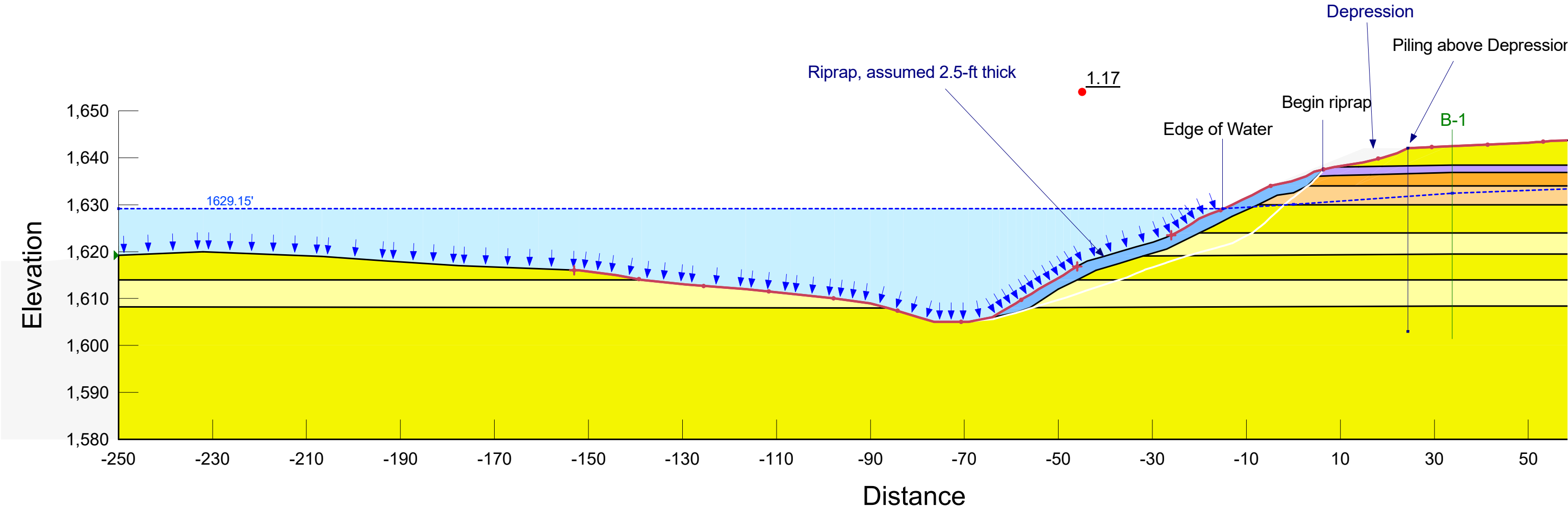
Braun Intertec Project No. 10004319
Hogue Island Slope Stability Analysis
Bathymetric Survey
Depression filled with Imported Sand or Aggregate
with Geogrid Reinforcement, extended to channel bottom
Surveyed Water Elevation of 1629.15'

Color	Name	Slope Stability Material Model	Unit Weight (pcf)	Effective Cohesion (psf)	Effective Friction Angle (°)	Piezometric Surface
	1. Loose Sandy Silt	Mohr-Coulomb	105	0	25	1
	2. Loose SM	Mohr-Coulomb	110	0	26	1
	3. Medium Dense SM	Mohr-Coulomb	115	0	29	1
	4. Loose SP-SM	Mohr-Coulomb	115	0	27	1
	5. Medium Dense SP-SM	Mohr-Coulomb	120	0	31	1
	Class 5	Mohr-Coulomb	130	0	33	1



Braun Intertec Project No. 10004319
Hogue Island Slope Stability Analysis
Bathymetric Survey
Existing Conditions
Surveyed Water Elevation of 1629.15'

Color	Name	Slope Stability Material Model	Unit Weight (pcf)	Effective Cohesion (psf)	Effective Friction Angle (°)	Piezometric Surface
	1. Loose Sandy Silt	Mohr-Coulomb	105	0	25	1
	2. Loose SM	Mohr-Coulomb	110	0	26	1
	3. Medium Dense SM	Mohr-Coulomb	115	0	29	1
	4. Loose SP-SM	Mohr-Coulomb	115	0	27	1
	5. Medium Dense SP-SM	Mohr-Coulomb	120	0	31	1
	Riprap	Mohr-Coulomb	135	0	38	1



From: Travis Johnson <travis.johnson@houstoneng.com>
Sent: Monday, August 10, 2026 4:53 PM
To: Michael Gunsch; Nic Cullen; James Landenberger
Cc: rsmithbcwrd; Dennis Reep (dwrburleighwrd@gmail.com); Chuck Mischel; brmburleighwrd@gmail.com; bcwrd1
Subject: RE: Tschider settlement cost share agreement
Attachments: IMG_7771.JPG; IMG_7767.JPG

In conjunction with the David Tschider lot, we should also discuss the Roger Kjonaas site with the hard point and the revetment that has experienced some erosion and scour. I have attached a couple of photos showing the issues there.

In addition to the original call regarding the scour hole that formed behind the hard point, we noted that the revetment just south of his place is seeing some erosion right along the upstream end of it and that should be addressed before the erosion gets behind it. A high river event could start eating that away. See first attached photo.

The second photo shows the degradation of the hardpoint. The end of it has also fallen off into the river so it's shorter and lower than it used to be.

If we are to pursue a project here, we can combine the effort with the David Tschider Section 32 work and roll them into a single project and cost share request.

Travis Johnson

Senior Project Manager

📞 701.323.0200 | 📠 701.751.6287 | 📠 701.226.0227



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

From: Travis Johnson
Sent: Monday, August 10, 2026 4:05 PM
To: Michael Gunsch <mgunsch@houstoneng.com>; Nic Cullen <ncullen@houstoneng.com>; 'James Landenberger' <james.landenberger@bartwest.com>
Cc: rsmithbcwrd@gmail.com; Dennis Reep (dwrburleighwrd@gmail.com) <dwrburleighwrd@gmail.com>; Chuck Mischel <aceofclubs@bis.midco.net>; brmburleighwrd@gmail.com; Wendy Egli <bcwrd1@gmail.com>
Subject: Tschider settlement cost share agreement

We now have the geotechnical report from Braun in hand and we have design recommendations for options to address the settlement issue. We will be giving a summary of that at the meeting on Wednesday.

Currently, the scope of the cost share agreement covers the investigation, survey, preparation of a report of findings and preliminary design recommendations. It does not cover the cost of completing the design, or the bidding and construction of the project. Once we have a consensus for the design alternative that we want to pursue, we will want to submit another cost share request for preconstruction funding to complete the permitting, design and assemble full bid documents since that is not included in the scope of the current agreement.

I have attached a copy of the Geotechnical report. Our preferred alternative is Option #2 from Section 3 Slope Stabilization Options which consists of removal of the settled soil behind the riprap and placement back with layers of fabric and geogrid to reinforce the soil.

At the meeting on Wednesday, I recommend Board action directing Houston Engineering to draft and submit a cost share application to cover permitting, final design and bid documents. The DWR will want to see minutes from the meeting showing that Board action. I also recommend the Board direct Houston Engineering to conduct the permitting, final design and creation of bid documents upon acceptance of the cost share application.

Regards,

Travis Johnson

Senior Project Manager

📞 701.323.0200 | 📠 701.751.6287 | 📠 701.226.0227



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





Permit Number - ND2026-23877

**State of North Dakota
Temporary Water Permit**

In response to an application for a temporary water permit dated 5/14/26 as received in this office 5/14/26, authority is hereby granted to:

North Dakota National Guard
PO Box 5511

Bismarck, ND 58506

Contact Person: Matt Voeller

Telephone: (701) 333-2045

A Temporary Water Permit as follows:

Source: Missouri River

Point of Diversion: Sec. 29 Twp. 138 Rng. 080

Nature of Use: Firefighting Training

Total Quantity of Water: 0.073 Acre-Feet (24,000 Gallons)

Maximum Withdrawal Rate: 600.0 gpm

Period of authorized usage: 4/14/26 through 4/15/26

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

Dated: 8/3/26

cc: Burleigh WRD

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



Water Appropriation Division Director
Water Appropriations Division

NOTICE OF APPLICATION

APPLICATION FOR APPROPRIATION OF WATER
FROM SURFACE WATER

TAKE NOTICE that BISMARCK PARKS AND RECREATION DISTRICT, BISMARCK, ND, has submitted Water Permit Application No. 7463 to the North Dakota Department of Water Resources for a permit to divert and appropriate water from the Missouri River.

The application requests an annual appropriation of 271.8 acre-feet of water for Irrigation use at a pumping rate of 407 gallons per minute, utilizing point(s) of diversion located in the SW1/4 of Sec. 34, T. 138 N., R. 080 W., Burleigh County, for the purpose of irrigating 40.9 acres in the NE1/4, 20.7 acres in the SW1/4, and 74.3 acres in the SE1/4 all of Sec. 16, T. 138 N., R. 080 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 17th day of August 2026. 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 July 13, 2026.

/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 July 13, 2026.

To be published in *Bismarck Tribune* - Bismarck, ND
on July 16 and 23, 2026.

August 2025 Bills

Name	Project	Invoice	Amount
Bank of ND	Apple Valley Bond Pymt (Auto Pay)		\$ 16,575.00
Bismarck Parks & Rec	July 2026	6662	\$ 32,683.02
Bliss Law Firm	General Legal Services	694	\$ 1,000.00
Bliss Law Firm	McDowell Dam	694	\$ 221.20
Bliss Law Firm	Drainage Complaints	694	\$ 316.00
Bliss Law Firm	Missouri River Dredging	694	\$ 2,117.20
Braun Intertec	Apple Creek Landslide	IN1022474	\$ 9,107.50
Braun Intertec	Hogue Island Slope Stability Analysis	IN1022004	\$ 2,329.50
Fronteer Professional Services	June 2026 Presort Charges	6090	\$ 54.60
Fronteer Professional Services	July Admin Work and Terminal Server	6130	\$ 2,465.00
Houston Engineering	Tschider Section 32 Rehab	83256	\$ 2,707.25
Houston Engineering	Kimball Bottoms and Kniefel Boat Ramp Dredging	83258	\$ 8,259.75
Houston Engineering	Apple-McDowell Water Supply Diversion	83259	\$ 3,281.00
Houston Engineering	Long Lake Refuge - Water Mgmt Complaint	83260	\$ 6,801.25
Houston Engineering	McDowell Dam	83261	\$ 2,773.25
Houston Engineering	General Engineering Services	83262	\$ 4,374.00
Houston Engineering	MRCC FHMP	83263	\$ 2,748.50
Houston Engineering	Drainage Complaints	83264	\$ 3,341.50
Houston Engineering	Missouri River Bank Stabilization Issues	83265	\$ 14,349.50
Insight Partners	Property Insurance	3421	\$ 2,427.00
Insight Partners	Business Auto Policy	3422	\$ 130.00
Insight Partners	General Liability Insurance	3422	\$ 5,104.00
Insight Partners	Equipment Floater/Inland Marine Policy	3422	\$ 284.00
		Total Bills	\$ 123,450.02



State Revolving Fund (SRF) Invoice

BND is providing the billing services for the PFA/DEQ SRF loans.
Any questions can be directed to:
PFA at 701.328.7100

PAYMENT DATE	09/01/2026
--------------	------------

ACH DEBITS ARE INITIATED TWO (2) BUSINESS DAYS BEFORE PAYMENT DATE

BURLEIGH COUNTY WATER RESOURCE DISTRICT
ATTN: SECRETARY
PO BOX 1255
BISMARCK ND 58502-1255

Name of Issue	BURLEIGH COUNTY WATER RESOURCE DISTRICT DEFINITIVE IMPROVEMENT WARRANT SERIES 2012	BURLCOWTR12
---------------	--	-------------

INTEREST DUE	1,312.50
--------------	----------

PRINCIPAL DUE	15,000.00
---------------	-----------

TOTAL PRINCIPAL AND INTEREST DUE 16,312.50

FEES DUE	SRF PROGRAM ADMINISTRATION FEE 262.50
----------	---------------------------------------

TOTAL FEES DUE 262.50

TOTAL DUE WILL BE PAID BY ACH 16,575.00

Please Return to BND if Account Information has Changed	
Name of Customer Financial Institution:	
ABA Routing Number:	
Account Number:	
Type of Account (Checking or Savings):	
Signature:	Date:



**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: 8/3/2026
INVOICE #: 06662
DUE DATE: 9/3/2026
TOTAL DUE: 32,683.02

CUSTOMER ACCOUNT # : 1017

ITEM DESCRIPTION	UNITS	PRICE	AMOUNT
McDowell Dam Expense Reimbursement-July 2026	1.00	32,683.02	32,683.02
TOTAL THIS INVOICE			32,683.02

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: 8/3/2026
INVOICE #: 06662
DUE DATE: 9/3/2026
TOTAL DUE: 32,683.02

BURLEIGH COUNTY WATER RESOURCE DISTRICT
McDowell Dam Monthly Billing
Bismarck Parks & Recreation District
400 E. Front Ave
Bismarck, ND 58504

For The Month Ended July 31, 2026

Date Submitted: 8/4/2026

Salaries & Wages	\$	13,843.39
Employer Payroll Taxes		1,059.02
Employee Pension & Health/Life/ Diability Benefits		2,749.76
Property & Liability Insurance		-
Operating Expenses		6,439.40
Capital Improvement Expenses		<u>2,446.25</u>
Total Expenses	\$	<u>26,537.82</u>
Administrative Fee		
(25% of Operating Expenses)	\$	6,022.89
(5% of Capital Improvement Expenses)		122.31
Credit: March equipment purchase reduction		<u>-</u>
Total Amount Requested	\$	<u><u>32,683.02</u></u>



Prepared By

Board Member

Finance Director

Title

McDowell Dam Monthly Billing

July-26

Salaries & Wages

Salaries - Full time	\$ 4,916.24	
Sick Leave Overage	-	
Wages - Part time	8,904.27	
Wages - Part time (Overtime)	22.88	
Total Salaries & Wages		\$ 13,843.39

Employer Payroll Taxes

Social Security/Medicare	1,059.02	
Unemployment- ND Job Service	-	
Total Employer Payroll Taxes		1,059.02

Employee Benefits

Pension	658.78	
Health, Life, & Disability Insurance	2,090.98	
Total Employee Benefits		2,749.76

Property & Liability Insurance

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

Operating Expenses

Professional Services	-	
Service Contracts	-	
Sanitary Systems	16.00	
Parking Lots & Trail Repair	-	
Shop Supplies	-	
Janitorial Supplies	900.24	
Miscellaneous Supplies	247.72	
Fuel	-	
Repairs & Replacement	2,957.92	
Uniforms	-	
Concession Purchases	439.22	
Tools & Small Equipment less \$500	659.98	
Equipment over \$500	-	
Misc. Charges, Permits, and Licenses	-	

Expenses Incurred - NOT Previously Billed

Jun 26 - Credit Card Fees	93.33	
	5,314.41	

Utilities

Natural Gas	-	
Electricity	547.48	
Garbage Removal	-	
Water	374.69	
Telephone	202.82	
Total Utilities	1,124.99	
Total Operating Expenses		6,439.40

Capital Improvements

Building and Building Remodeling	2,446.25	
Capital Equipment	-	
Capital Outlay	-	
Total Capital Improvements		2,446.25
Total Expenses		\$ 26,537.82



Bismarck Parks and Recreation District

Detail Report

Account Detail

Date Range: 07/01/2026 - 07/31/2026

Account		Name			Beginning Balance	Total Activity	Ending Balance
Fund: 01 - GENERAL FUND							
<u>01.12.000.510100</u>		FULL-TIME SALARIES			31,218.12	4,916.24	36,134.36
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
07/10/2026	PYPKT01764	PYPKT01764 - 2026-07		ROBINSON, DAVID H.:000415 - McDow		2,458.12	33,676.24
07/24/2026	PYPKT01771	PYPKT01771 - 2026-7/		ROBINSON, DAVID H.:000415 - McDow		2,458.12	36,134.36
<u>01.12.000.510200</u>		PART-TIME SALARIES			15,131.22	8,904.27	24,035.49
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
07/10/2026	PYPKT01765	PYPKT01765 - 2026-07		JOHNSON, SETH M.:000217 - Operation		656.75	15,787.97
07/10/2026	PYPKT01765	PYPKT01765 - 2026-07		KIMBALL, NOEMMIE O.M.:003808 - Op		236.38	16,024.35
07/10/2026	PYPKT01765	PYPKT01765 - 2026-07		SCHWINGLER, KENSLEY M.:003809 - Op		1,098.00	17,122.35
07/10/2026	PYPKT01765	PYPKT01765 - 2026-07		STERLING, PARKS K.:003909 - Operation		541.38	17,663.73
07/10/2026	PYPKT01765	PYPKT01765 - 2026-07		JOHNSON, SETH M.:000217 - Operation		230.75	17,894.48
07/10/2026	PYPKT01765	PYPKT01765 - 2026-07		LEMMING, RICKY R.:004326 - Operation		826.00	18,720.48
07/10/2026	PYPKT01765	PYPKT01765 - 2026-07		PULIAFICO, OLIVIA M.:004233 - Operati		667.44	19,387.92
07/24/2026	PYPKT01772	PYPKT01772 - 2026-7/		JOHNSON, SETH M.:000217 - Operation		807.63	20,195.55
07/24/2026	PYPKT01772	PYPKT01772 - 2026-7/		JOHNSON, SETH M.:000217 - Operation		84.31	20,279.86
07/24/2026	PYPKT01772	PYPKT01772 - 2026-7/		SCHWINGLER, KENSLEY M.:003809 - Op		854.00	21,133.86
07/24/2026	PYPKT01772	PYPKT01772 - 2026-7/		LEMMING, RICKY R.:004326 - Operation		811.25	21,945.11
07/24/2026	PYPKT01772	PYPKT01772 - 2026-7/		PULIAFICO, OLIVIA M.:004233 - Operati		641.63	22,586.74
07/24/2026	PYPKT01772	PYPKT01772 - 2026-7/		STERLING, PARKS K.:003909 - Operation		964.56	23,551.30
07/24/2026	PYPKT01772	PYPKT01772 - 2026-7/		KIMBALL, NOEMMIE O.M.:003808 - Op		484.19	24,035.49
<u>01.12.000.510300</u>		OVERTIME			44.25	22.88	67.13
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
07/24/2026	PYPKT01772	PYPKT01772 - 2026-7/		STERLING, PARKS K.:003909 - Operation		22.88	67.13
<u>01.12.000.520400</u>		SANITARY SYSTEMS			174.00	16.00	190.00
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Amount	Running Balance
07/29/2026	APPKT04489	50290	222288	BILLING 5/21/26 - 6/17/26	0846 - SPIFFY BIFFS	16.00	190.00

Detail Report

Date Range: 07/01/2026 - 07/31/2026

Account		Name				Beginning Balance	Total Activity	Ending Balance
<u>01.12.000.530110</u>		JANITORIAL SUPPLIES				54.00	900.24	954.24
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
07/10/2026	APPKT04491	53026A	DFT0001792	PAPER TOWELS	0948 - US BANK - ONE CARD		19.84	73.84
Purchased From Vendor: 0964 - WALMART COMMUNITY BRC								
07/10/2026	APPKT04491	P020831A	DFT0001792	TP	0948 - US BANK - ONE CARD		159.10	232.94
Purchased From Vendor: 0254 - D & E SUPPLY COMPANY								
07/15/2026	APPKT04473	094103	222177	TP, SHOP TOWELS	0254 - D & E SUPPLY COMPANY		311.25	544.19
07/15/2026	APPKT04473	094353	222177	HAND SANITIZER, SOAP, GLOVES, URN S	0254 - D & E SUPPLY COMPANY		410.05	954.24
<u>01.12.000.530140</u>		MISCELLANEOUS SUPPLIES				1,523.15	247.72	1,770.87
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
07/10/2026	APPKT04491	52726-03395B	DFT0001792	MONITOR	0948 - US BANK - ONE CARD		139.00	1,662.15
Purchased From Vendor: 0964 - WALMART COMMUNITY BRC								
07/10/2026	APPKT04491	P020831B	DFT0001792	GARBAGE GRABBERS	0948 - US BANK - ONE CARD		99.72	1,761.87
Purchased From Vendor: 0254 - D & E SUPPLY COMPANY								
07/15/2026	APPKT04473	601021	222196	KEYS (DODGE WATER TRUCK)	0419 - GUARDIAN LOCK & SECURITY		9.00	1,770.87

Detail Report

Date Range: 07/01/2026 - 07/31/2026

Account		Name				Beginning Balance	Total Activity	Ending Balance
<u>01.12.000.531400</u>		REPAIRS & REPLACEMENT				8,397.58	2,957.92	11,355.50
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
07/10/2026	APPKT04491	1536-179874	DFT0001792	OIL FILTERS	0948 - US BANK - ONE CARD		24.06	8,421.64
Purchased From Vendor: 0682 - O'REILLY AUTO PARTS								
07/10/2026	APPKT04491	1536-180679	DFT0001792	GREASER, HYD/OIL FILTERS, OIL, BATTERY,	0948 - US BANK - ONE CARD		463.07	8,884.71
Purchased From Vendor: 0682 - O'REILLY AUTO PARTS								
07/10/2026	APPKT04491	22051 03 5505	DFT0001792	SCREWS, ANCHORS	0948 - US BANK - ONE CARD		43.54	8,928.25
Purchased From Vendor: 0581 - MENARDS INC								
07/10/2026	APPKT04491	27670886-000	DFT0001792	MASONRY BITS	0948 - US BANK - ONE CARD		5.10	8,933.35
Purchased From Vendor: 0012 - ACME TOOLS								
07/10/2026	APPKT04491	52726-03395A	DFT0001792	5W30 OIL	0948 - US BANK - ONE CARD		56.54	8,989.89
Purchased From Vendor: 0964 - WALMART COMMUNITY BRC								
07/10/2026	APPKT04491	6326-2127A	DFT0001792	M18 REDLITHIUM BATTERY	0948 - US BANK - ONE CARD		199.00	9,188.89
07/10/2026	APPKT04491	6391 09 5830	DFT0001792	STEEL DOOR, HEADROOM KIT, KNOB	0948 - US BANK - ONE CARD		404.29	9,593.18
Purchased From Vendor: 0581 - MENARDS INC								
07/10/2026	APPKT04491	7249455	DFT0001792	STIHL ENGINE OIL, BAR OIL, QUICK HITC	0948 - US BANK - ONE CARD		237.76	9,830.94
Purchased From Vendor: 0785 - RUNNINGS SUPPLY INC								
07/10/2026	APPKT04491	88226 08 2973	DFT0001792	FLOOR REGISTER, SHUT OFF, WATER TI	0948 - US BANK - ONE CARD		47.47	9,878.41
Purchased From Vendor: 0581 - MENARDS INC								
07/10/2026	APPKT04491	H70934-8	DFT0001792	CONCRETE MIX 60LB (40)	0948 - US BANK - ONE CARD		199.60	10,078.01
Purchased From Vendor: 0562 - MAC'S HARDWARE								
07/10/2026	APPKT04491	H71170-8	DFT0001792	HITCH PIN, PLUG KITS	0948 - US BANK - ONE CARD		52.95	10,130.96
Purchased From Vendor: 0562 - MAC'S HARDWARE								
07/10/2026	APPKT04491	S105717852.001	DFT0001792	THERMOSTAT - MCD	0948 - US BANK - ONE CARD		80.06	10,211.02
Purchased From Vendor: 0272 - DAKOTA SUPPLY GROUP								
07/15/2026	APPKT04473	1900502053520	222198	BATTERY (DODGE PICKUP) MCD	0474 - INTERSTATE ALL BATTERY CENTER		177.25	10,388.27
07/15/2026	APPKT04473	601112	222196	LOCKS (MCD BATHROOMS)	0419 - GUARDIAN LOCK & SECURITY		516.50	10,904.77
07/16/2026	APPKT04473	1536-186680	222215	STARTER AND WIPER BLADES IN DODGE	0682 - O'REILLY AUTO PARTS		80.26	10,985.03
07/30/2026	APPKT04493	015442	222344	REPL TREES - MCD	0915 - TOWNER STATE NURSERY		125.00	11,110.03
07/30/2026	APPKT04493	10024554	222301	HYDRAULIC RADIATOR BRACKET BUILD	4616 - ARC AUTOMOTIVE		187.50	11,297.53
07/30/2026	APPKT04493	1536-190955	222336	SPARK TESTER	0682 - O'REILLY AUTO PARTS		19.99	11,317.52
07/30/2026	APPKT04493	1536-192639	222336	EQUIP TIES	0682 - O'REILLY AUTO PARTS		37.98	11,355.50

Detail Report

Date Range: 07/01/2026 - 07/31/2026

Account		Name				Beginning Balance	Total Activity	Ending Balance
<u>01.12.000.531600</u>		CONCESSION PURCHASES				571.46	439.22	1,010.68
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
07/10/2026	APPKT04491	52526-04455	DFT0001792	ICE CREAM, SODA - MCD CONC	0948 - US BANK - ONE CARD		106.33	677.79
Purchased From Vendor: 0964 - WALMART COMMUNITY BRC								
07/10/2026	APPKT04491	52726-03161	DFT0001792	ICE CREAM, GATORADE - MCD CONC	0948 - US BANK - ONE CARD		121.35	799.14
Purchased From Vendor: 0964 - WALMART COMMUNITY BRC								
07/10/2026	APPKT04491	53026B	DFT0001792	WATER - MCD CONC	0948 - US BANK - ONE CARD		14.94	814.08
Purchased From Vendor: 0964 - WALMART COMMUNITY BRC								
07/10/2026	APPKT04491	6126-00063	DFT0001792	ICE CREAM, SODA, TEA - MCD CONC	0948 - US BANK - ONE CARD		117.76	931.84
Purchased From Vendor: 0964 - WALMART COMMUNITY BRC								
07/10/2026	APPKT04491	6626-02221	DFT0001792	ICE CREAM - MCD CONC	0948 - US BANK - ONE CARD		78.84	1,010.68
Purchased From Vendor: 0964 - WALMART COMMUNITY BRC								
<u>01.12.000.531700</u>		TOOLS & SMALL EQUIP LESS \$500				2,888.38	659.98	3,548.36
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
07/10/2026	APPKT04491	22098 04 4540	DFT0001792	14 CUFT UPRIGHT FREEZER - MCD CON	0948 - US BANK - ONE CARD		479.99	3,368.37
Purchased From Vendor: 0581 - MENARDS INC								
07/10/2026	APPKT04491	6326-2127B	DFT0001792	BLOWER	0948 - US BANK - ONE CARD		179.99	3,548.36
<u>01.12.000.540130</u>		ELECTRICITY				2,892.58	547.48	3,440.06
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
07/27/2026	APPKT04486	JUNE 26 (6/1/26 - 7/1	222246	JUNE 26 (6/1/26 - 7/1/26)	0175 - CAPITAL ELECTRIC COOPERATIVE		547.48	3,440.06
<u>01.12.000.540150</u>		WATER				856.79	374.69	1,231.48
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
07/29/2026	APPKT04489	JULY 26 BILLING	222287	JULY 26 BILLING	0837 - SOUTH CENTRAL REGIONAL WATER		374.69	1,231.48
<u>01.12.000.540160</u>		TELEPHONE				894.10	202.82	1,096.92
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
07/10/2026	APPKT04491	6126MCD	DFT0001792	JUNE26 PHONE/INTERNET CHARGES M	0948 - US BANK - ONE CARD		202.82	1,096.92
Purchased From Vendor: 0087 - BEK COMMUNICATIONS								
<u>01.12.000.550100</u>		HEALTH INSURANCE				12,545.88	2,090.98	14,636.86
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
07/29/2026	APPKT04489	EINS-2026-00000007	222258	JULY 26 HEALTH BENEFITS	0209 - CITY OF BISMARCK		2,090.98	14,636.86
<u>01.12.000.570100</u>		BUILDING & BUILDING REMODELING				10,053.75	2,446.25	12,500.00
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor		Amount	Running Balance
07/30/2026	APPKT04494	00730111661	222354	MCD SHOWER HOUSE PROF SVCS 5/23/	7020 - BARTLETT & WEST		2,446.25	12,500.00
Total Fund: 01 - GENERAL FUND:						Beginning Balance: 87,245.26	Total Activity: 24,726.69	Ending Balance: 111,971.95
Grand Totals:						Beginning Balance: 87,245.26	Total Activity: 24,726.69	Ending Balance: 111,971.95



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

201819
P302

Page 1 of 7

THIS IS NOT A BILL

Statement Period	06/01/26 - 06/30/26
Merchant Number	5166 1880 0107880
Customer Service	1-855-786-5871



SUMMARY

An overview of account activity for the statement period.

Page 3	Amounts Submitted	\$1,831.90
Page 3	Third Party Transactions	0.00
Page 3	Adjustments/Chargebacks	0.00
Page 3	Fees Charged	-\$93.33
Total Amount Funded to Your Bank		\$1,738.57

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

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

! ATTENTION !

EFFECTIVE AUGUST 2026, A MONTHLY DEBIT NETWORK SERVICE FEE OF \$10.00 WILL BE ADDED TO THIS ACCOUNT THIS FEE WILL APPEAR ON THE PROCESSING STATEMENT AS A SEPARATE LINE ITEM IN THE SUMMARY OF MISCELLANEOUS FEES, IDENTIFIED AS THE DEBIT NETWORK SERVICE FEE. EVERY MERCHANT WHO ACCEPTS CREDIT CARDS MUST FOLLOW THE REQUIREMENTS OF THE PAYMENT CARD INDUSTRY DATA SECURITY TO HELP ENSURE THE SAFETY OF THE PAYMENTS ENVIRONMENT. EFFECTIVE ON YOUR AUGUST 2026 STATEMENT, A MONTHLY PCI NON-COMPLIANCE FEE OF UP TO \$74.95 APPLIES TO ANY MERCHANT WHO HAS NOT COMPLETED OR UPDATED THEIR PCI ATTESTATION. PLEASE COMPLETE YOUR ATTESTATION TO AVOID THIS FEE IN ITS ENTIRETY. GO TO [HTTPS://WWW.PCIAPPLY.COM/PAYROC](https://www.pcipply.com/payroc) TO LOG IN AND GET STARTED. WE ARE EXCITED TO SHARE THAT THE CHARGEBACK DISPUTE MANAGER IS NOW AVAILABLE IN THE COMMERCE CONTROL CENTER, GIVING YOU A SIMPLE WAY TO MONITOR AND RESPOND TO CHARGEBACKS. EFFECTIVE AUGUST 2026, THIS SERVICE IS OFFERED TO ALL USERS FOR \$5.00 PER MONTH ONCE ACTIVATED. PLEASE NOTE THAT THIS MONTHLY FEE WILL ALSO APPLY TO

YOUR CARD PROCESSING STATEMENT

Merchant Number 5166 1880 0107880
Customer Service 1-855-786-5871

Page 3 of 7

Statement Period 06/01/26 - 06/30/26

AMOUNTS FUNDED BY BATCH

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

Date Submitted	Batch Number	Submitted Amount	Third Party Transactions	Adjustments/ Chargebacks	Fees Charged	Funded Amount
06/25/26	98017641725	\$62.00	0.00	0.00	0.00	\$62.00
06/26/26	98017741731	\$126.00	0.00	0.00	0.00	\$126.00
06/28/26	98017941441	\$15.00	0.00	0.00	0.00	\$15.00
06/29/26	98018041457	\$184.00	0.00	0.00	0.00	\$184.00
	Month End Charge	0.00	0.00	0.00	-\$93.33	-\$93.33
Total		\$1,831.90	0.00	0.00	-\$93.33	\$1,738.57

AMOUNTS SUBMITTED

Date Submitted	MASTERCARD	Mastercard Debit	AMEXCT043	VISA	Visa Debit	Total Submitted
06/30/26	\$136.00	\$627.74	\$20.00	\$376.00	\$632.16	\$1,791.90
Sub-Total	\$136.00	\$627.74	\$20.00	\$376.00	\$632.16	\$1,791.90

Date Submitted	Discover Debit	DCVR ACQ	Total Submitted
06/30/26	\$19.00	\$21.00	\$40.00
Sub-Total	\$19.00	\$21.00	\$40.00
Total			\$1,831.90

THIRD PARTY TRANSACTIONS

Date	Description	Amount
	There are no Third Party Transactions for this statement period.	
Total		0.00

ADJUSTMENTS/CHARGEBACKS

Date	Description	Amount
	There are no Adjustments/Chargebacks for this statement period.	
Total		0.00

FEES CHARGED

Date	Type	Description	Volume	Rate	Total
		MASTERCARD			
06/30/26	CF	DISC 1	136.00	0.00200	-\$0.27
06/30/26	CF	OTHER VOLUME FEES	136.00	0.00050	-\$0.07
06/30/26	CF	DUES & ASSESSMENTS		0.00000	-\$0.19
		AUTHS & AVS			
06/30/26	CF	KILOBYTE CLEARING FEE US	57.56	0.00229	-\$0.13
06/30/26	CF	BIN ICA FEE		0.00000	-\$0.09
06/30/26	CF	BIN/ICA FEE	12.00	0.006300	-\$0.08
06/30/26	CF	INTERCHANGE		0.00000	-\$3.03
06/30/26	CF	INTRCHNG CLRNG FEE	136.00	0.00050	-\$0.07

YOUR CARD PROCESSING STATEMENT

Merchant Number 5166 1880 0107880
Customer Service 1-855-786-5871

Page 5 of 7

Statement Period

06/01/26 - 06/30/26

FEES CHARGED

Date	Type	Description	Volume	Rate	Total
		DCVR AQ DB			
06/30/26	CF	DSCV DATA USAGE FEE	3.00	0.00250	-\$0.01
06/30/26	CF	DISC 1	19.00	0.00200	-\$0.04
06/30/26	CF	DUES & ASSESSMENTS		0.00000	-\$0.03
06/30/26	CF	OTHER VOLUME FEES	19.00	0.00050	-\$0.01
06/30/26	CF	INTRCHNG CLRNG FEE	19.00	0.00050	-\$0.01
06/30/26	CF	INTERCHANGE		0.00000	-\$0.77
		Total Card Fees			-\$81.75
06/30/26	MISC	SALES ITEMS	204.00	0.0200	-\$4.08
06/30/26	MISC	MERCHANT SVC FEE		0.00000	-\$7.50
		Total Miscellaneous Fees			-\$11.58
		Total (Misc Fees and Card Fees)			-\$93.33

Fee Type Legend

MISC = Miscellaneous Fees
CF = Card Fees

INTERCHANGE CHARGES/PROGRAM FEES

Product/Description	Sales Total	Number of Transactions	Interchange/Program Rate	Cost Per Transaction	Sub Total	Total Interchange/Program Charges
MASTERCARD						
WC PUBLICSECTOR	\$30.00	2	0.0155	0.100	-\$0.67	
WE SMALL TKT CP	\$4.00	1	0.0230	0.020	-\$0.11	
HV SMALL TKT CP	\$1.00	1	0.0230	0.020	-\$0.04	
CSMALLTICKETCP	\$4.00	2	0.0165	0.020	-\$0.10	
PUBLIC SECTOR	\$20.00	1	0.0155	0.100	-\$0.41	
WCELITE PUBSECT	\$77.00	5	0.0155	0.100	-\$1.70	
MASTERCARD TOTAL	\$136.00	12				-\$3.03
MC OFLN DB						
REGULATEDFDBTCN	\$24.00	2	0.0005	0.220	-\$0.46	
EMERG MKT EDGVT	\$603.74	63	0.0065	0.150	-\$13.42	
MC OFLN DB TOTAL	\$627.74	65				-\$13.88
AMEXCT043						
GOVRMNT1	\$20.00	2	0.0140	0.100	-\$0.48	
AMEXCT043 TOTAL	\$20.00	2				-\$0.48
VISA						
SSTN GOV SMLTKT	\$110.00	16	0.0165	0.040	-\$2.45	
US PURCH CP	\$16.00	1	0.0250	0.100	-\$0.50	
CPS GOVNMT CR	\$250.00	21	0.0155	0.100	-\$5.97	
VISA TOTAL	\$376.00	38				-\$8.92
VS OFLN DB						
CPS SMALLTKT PP	\$109.16	23	0.0160	0.050	-\$2.89	
REG CPS RTCHKCD	\$68.00	3	0.0005	0.220	-\$0.69	
CPS SMALLTKT RG	\$74.00	17	0.0005	0.220	-\$3.77	
CPS RETL CHK DB	\$178.00	8	0.0080	0.150	-\$2.62	
CPS RETAIL PP	\$60.00	2	0.0115	0.150	-\$0.99	
CPS SMALLTKT DB	\$143.00	28	0.0155	0.040	-\$3.33	
VS OFLN DB TOTAL	\$632.16	81				-\$14.29

IMPORTANT NOTICE: Effective July 29, 2026, your Visa and Mastercard acquiring sponsorship, as well as Debit, will change from Deutsche Bank, AG, 60 Wall St., New York, NY 10005 to Citizens Bank, N.A., 1 Citizens Plaza, Providence, RI 02903, 888-211-4057. Please note there are no changes to your current merchant agreement, rates, or services. If you have any questions, please call Customer Service by using the number located at the top of your merchant statement.

IMPORTANT NOTICE: Effective July 29, 2026, the Company Name associated with the ACH file that is being sent to your financial institution will be updated to reflect BANKCARD-1161. Your Company ID will not be changing. To ensure that your processing funds are not interrupted, please inform the ACH department of the financial institution where your settlement funds are deposited to update the company name. Proceeds of sales and other activity will continue to be deposited into your existing bank account.

SPIFFY BIFFS

Vendor # 846

Billing Date: 6/17/2026

received invoice on 7/22/26

Billing Period: 5/21/26 - 6/17/26

Location	Amount
Bark Park	64.00
Clem Kelley Path	64.00
Municipal Ballpark	128.00
Community Gardens (Municipal Ballpark area)	64.00
Cottonwood - Haaland Baseball field	256.00
Cottonwood - Reichert Field	128.00
Cottonwood - BMX accessible	117.50
Cottonwood BMX	64.00
Cottonwood Fields 14 & 15	112.00
Cottonwood Fields 8 & 9	128.00
Cottonwood Soccer West	128.00
Cottonwood Soccer	128.00
Duemeland Park Accessible Unit	70.50
Eagles Park	160.00
Gisi Memorial Park	64.00
Heritage Park Accessible Unit	117.50
Hidden Star Park	32.00
Lions Park	224.00
Horizon Soccer	192.00
Horizon Garden	80.00
Igoe Park	112.00
Jaycee Park	240.00
McQuade Diamonds (Temp)	496.00
Neuens Horse Park	32.00
Normandy Park	117.50
Optimist Park	128.00
Pioneer Park	112.00
Pioneer Park Overlook	80.00
Scheels Complex Temp/Pkg Lot	192.00
Sertoma North Bathrooms	141.00
Sertoma -300 Riverside Park Rd	48.00
Sertoma Walking Path (Accessible unit)	70.50
Silbernagel Park	64.00
South Meadow Park	48.00
Steamboat Park	80.00
Sunrise Park	64.00
Tatley Eagles Community Gardens	64.00
Tom O'Leary Tennis (temp)	32.00
Tom O'Leary Maintenance Shop	160.00
Tom O'Leary Golf #14 and Maintenance Road	80.00
Tom O'Leary Golf (other units)	160.00
Tom O'Leary Golf #14 and Main (ADA unit)	117.50
Pebble Creek Golf	192.00
Riverwood Golf Course	64.00
Riverwood Pro Shop	80.00
Sibley Park	16.00
Sibley Boat Ramp (accessible unit)	23.50
McDowell Dam	16.00
Missouri Valley Complex	64.00
Total	5,415.50

01.04.000.520400	4,442.50
01.05.110.520400	517.50
01.05.120.520400	192.00
01.05.100.520400	144.00
01.06.200.520300	-
01.15.000.520400	39.50
01.12.000.520400	16.00
01.19.000.520400	64.00
TOTAL	5,415.50

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 # 50290**DATE 06/17/2026****DUE DATE 07/15/2026**

PURCHASE ORDER**BISMARCK PARKS / ALL UNITS**

ACTIVITY	QTY	RATE	AMOUNT
Portable Toilet Basic Service Sertoma Walking Path (Accessible Unit)	0.75	94.00	70.50
Portable Toilet Basic Service Century Bark Park	1	64.00	64.00
Portable Toilet Basic Service Jaycee Park	3.75	64.00	240.00
Portable Toilet Basic Service Pebble Creek Golf	3	64.00	192.00
Portable Toilet Basic Service Sibley Park	0.25	64.00	16.00
Portable Toilet Basic Service Scheels Complex	3	64.00	192.00
Portable Toilet Basic Service Gisi Park	1	64.00	64.00
Portable Toilet Basic Service Igoe Park	1.75	64.00	112.00
Portable Toilet Basic Service Sunrise Park	1	64.00	64.00
Portable Toilet Basic Service Normandy Park (Accessible Unit)	1.25	94.00	117.50
Portable Toilet Basic Service Steamboat Park	1.25	64.00	80.00
Portable Toilet Basic Service Lions Park	3.50	64.00	224.00
Portable Toilet Basic Service Optimist Park	2	64.00	128.00
Portable Toilet Basic Service Tom O'Leary Golf (#14 and Main.)	1.25	64.00	80.00
Portable Toilet Basic Service Tom O'Leary Golf (#14 and Main.) ADA Unit	1.25	94.00	117.50
Portable Toilet Basic Service	2.50	64.00	160.00

ACTIVITY	QTY	RATE	AMOUNT
Tom O'Leary Golf [other units]			
Portable Toilet Basic Service Pioneer Overlook	1.25	64.00	80.00
Portable Toilet Basic Service Riverwood Golf	1	64.00	64.00
Portable Toilet Basic Service Pioneer Park	1.75	64.00	112.00
Portable Toilet Basic Service Sertoma-300 Riverside Park Rd	0.75	64.00	48.00
Portable Toilet Basic Service McQuades Softball	7.75	64.00	496.00
Portable Toilet Basic Service South Meadow Park	0.75	64.00	48.00
Portable Toilet Basic Service Haaland Field	4	64.00	256.00
Portable Toilet Basic Service Missouri Valley Complex Community Garden	1	64.00	64.00
Septic Service Eagles Park Camper	0	50.00	0.00
Portable Toilet Basic Service TATLEY EAGLES COMMUNITY GARDEN	1	64.00	64.00
Portable Toilet Basic Service GENERAL SIBLEY BOAT RAMP (Accessible Unit)	0.25	94.00	23.50
Portable Toilet Basic Service NEUENS HORSE ARENA	0.50	64.00	32.00
Portable Toilet Basic Service SILBERNAGEL PARK	1	64.00	64.00
Portable Toilet Basic Service CLEM KELLEY BY PATH SOUTH / ELKS	1	64.00	64.00
Portable Toilet Basic Service COTTONWOOD REICHERT FIELD	2	64.00	128.00
Portable Toilet Basic Service COTTONWOOD FIELDS 14 & 15	1.75	64.00	112.00
Portable Toilet Basic Service COTTONWOOD FIELDS 8 & 9	2	64.00	128.00
Portable Toilet Basic Service COTTONWOOD BMX	1	64.00	64.00
Portable Toilet Basic Service COTTONWOOD BMX (Accessible Unit)	1.25	94.00	117.50
Portable Toilet Basic Service COTTONWOOD PARKING LOT WEST OF SOCCER	2	64.00	128.00
Portable Toilet Basic Service SERTOMA NORTH PATH BATHROOMS	1.50	94.00	141.00
Portable Toilet Basic Service HIDDEN STAR PARK	0.50	64.00	32.00
Portable Toilet Basic Service TOM O'LEARY MAINTENANCE SHOP	2.50	64.00	160.00

ACTIVITY	QTY	RATE	AMOUNT
Portable Toilet Basic Service MUNICIPAL BALLPARK GARDEN	1	64.00	64.00
Portable Toilet Basic Service HORIZON PARK TENNIS	0	64.00	0.00
Portable Toilet Basic Service COTTONWOOD SOCCER	2	64.00	128.00
Portable Toilet Basic Service Eagles Park	2.50	64.00	160.00
Portable Toilet Basic Service TEMP AT RIVERWOOD PRO SHOP	1.25	64.00	80.00
Portable Toilet Basic Service SWEET & WASHINGTON W SIDE OF BASEBALL SHOP, BISMARCK	0	64.00	0.00
Portable Toilet Basic Service HERITAGE PARK (Accessible Unit)	1.25	94.00	117.50
Portable Toilet Basic Service DUEMELAND PARK 710 N 35TH ST (Accessible Unit)	0.75	94.00	70.50
Portable Toilet Basic Service HORIZON SOCCER	3	64.00	192.00T
Portable Toilet Basic Service HORIZON PARK GARDEN	1.25	64.00	80.00T
Portable Toilet Basic Service MCDOWELL DAM	0.25	64.00	16.00T
Portable Toilet Basic Service TOM O'LEARY TENNIS COURTS	0.50	64.00	32.00T
Portable Toilet Basic Service MUNICIPAL BALLPARK	2	64.00	128.00T

PLEASE NOTE THE INVOICES PAID WITH EACH
CHECK YOU SEND. THANK YOU!
BISMARCK PARKS / ALL UNITS
MULTIPLE LOCATIONS
PER: BONNIE [222-6464]

SUBTOTAL	5,415.50
TAX	0.00
TOTAL	5,415.50
BALANCE DUE	\$5,415.50

Ways to pay



View and pay

Give us feedback @ survey.walmart.com
Thank you! ID #:7WRYVPJW1W8

Walmart ✱

WM Supercenter
701-223-3066 Mgr. TIM
2717 ROCK ISLAND PL
BISMARCK ND 58504
ST# 01534 OP# 003502 TE# 13 TR# 04171

ITEMS SOLD 4
TC# 3195 5483 3737 6294 9378



GV6D-12SAS	194346066920	9.92 N
GV6D-12SAS	194346066920	9.92 N
AQUAFINA	012000013110 F	7.47 N
AQUAFINA	012000013110 F	7.47 N

SUBTOTAL 34.78
TOTAL 34.78

VISA TEND 34.78
CHANGE DUE 0.00

DECLINED TRANSACTION
VISA CREDIT- 6485 3
AID A0000000031010
CUSTOMER CANCELLED BANKCARD
05/30/26 10:26:26

DECLINED TRANSACTION
VISA CREDIT- 6485 3
AID A0000000031010
CUSTOMER CANCELLED BANKCARD
05/30/26 10:27:21

VISA CREDIT- 6485 1 3 APPR#052786
34.78 TOTAL PURCHASE
REF # 615053361039
TRANS ID - 386150557044182
VALIDATION - EQH6
PAYMENT SERVICE - E
AID A0000000031010
TERMINAL # 50712710
*No Signature Required
05/30/26 10:28:23

COPY

1534

BISMARCK ND 58504-7724

98753
BISMARCK PARK REC
420 E FRONT AVE



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

IN VOICE

Phone 701-255-4755
Fax 701-258-2925



Page 1/1

Sold To

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

Ship To

MCDOWELL DAM
E OF CITY
BISMARCK ND 58504

Customer # 0001235	Order Date 06/01/2026	Sales Order # 093761	Buyer	Customer P/O # David	Ship Via Customer Pic	Salesman 01
Invoice # P020831	Invoice Date 06/01/2026	Ship Date	Freight Terms PREPAID	Job Number	Terms net 30	

LN	QNTY ORD	QNTY SHIP	QNTY B/O	QNTY PICK	PRODUCT NUMBER	DESCRIPTION	UOM	NET PRICE	EXTENSION
1	1	1			IPC-ATRA70018	Nipper Reacher, 40"	EA	49.1487	\$49.15
2	1	1			IPC-ATRA70019	Nipper Reacher, 60"	EA	50.567	\$50.57
3	2	2			LV-21547	Bathroom Tissue, LIVI VPG SELECT, 80/500's	CS	79.55	\$159.10
.....Payment Received.....							Visa	258.82	

X: _____
Customer Signature:

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

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

Merchandise	258.82
Freight	0.00
Misc Charges	0.00
Sub Total	258.82
Taxable	0.00
Tax (091)	0.00
TOTAL	\$258.82

POS Copy

Printed by: POS 10:55:11 01 JUN 2026

Batch Number: 01-2901

Writer: JUP

No. 105648

Name

Vendor

Address

Date _____

Notes

Employee's Signature,

Manager's Signature

Approved By

ORIGINAL



P.O. Box 2633

Bismarck, ND 58502-2633

INVOICE

Phone 701-255-4755

Fax 701-258-2925

Page 1/1

Sold To

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

Ship To

MCDOWELL DAM
E OF CITY
BISMARCK ND 58504

Customer # 0001235	Order Date 06/18/2026	Sales Order # 094103	Buyer	Customer P/O #	Ship Via Customer Pic	Salesman 01
Invoice # 094103	Invoice Date 06/23/2026	Ship Date 06/23/26	Freight Terms PREPAID	Job Number	Terms net 30	

LN	QNTY ORD	QNTY SHIP	QNTY B/O	PRODUCT NUMBER	DESCRIPTION	UOM	NET PRICE	EXTENSION	T
1	2	2		SCA-13244101	Wiper, BLU Tork C/P, 2/49	PKG	115.8476	\$231.70	N
2	1	1		LV-21547	Bathroom Tissue, LIVI VPG SELECT, 80/500's	CS	79.55	\$79.55	N

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

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

Merchandise	311.25
Freight	0.00
Misc Charges	0.00
Sub Total	311.25
Taxable	0.00
Tax (091)	0.00
TOTAL	\$311.25

Sent Copy

Pay By 07/23/2026

Writer: JD

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

No. 108452

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

Name

D & E

Vendor

254

Address

Date

7/8/26

Notes

Jawit orial Supples

		Project Number	Cost
Acct #	<u>01.12.000.530110</u>		
Description	<u>Soap, gloves and durival Screens</u>		<u>410.05</u>
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
		Total	<u>410.05</u>

Employee's Signature

[Signature]

Manager's Signature

[Signature] DM

Approved By

[Signature]

ORIGINAL



Fax 701-258-2925

Page 1/1

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

MCDOWELL DAM
E OF CITY
BISMARCK ND 58504

[illegible]

Merchandise	410.05
Freight	0.00
Misc Charges	0.00
Sub Total	410.05
Taxable	0.00
Tax (091)	0.00
TOTAL	\$410.05

Writer: JUP

Give us feedback @ survey.walmart.com
Thank you! ID #:7WRVHHJH127

Walmart *

WM Supercenter
701-223-3066 Mr. TIM
2717 ROCK ISLAND PL
BISMARCK ND 58504

ST# 01534 OP# 005815 TEN 90 TR# 03395
ITEMS SOLD 3
TC# 1764 2329 5152 9895 7017,7



Microfilm

SAM CRV 27	088727684426	0.00
SAM CRV 27	088727684426	0.00
** VOIDED ENTRY **		
SAM CRV 27	088727684426	139.00
LL SA-JD	007656879020	28.27
LL SA-JD	007656879020	28.27
SUBTOTAL		195.54
TOTAL		195.54
VISA END		195.54

Gift

VISA CREDIT ***** 6485 1 3
APPROVAL # 084399
REF # UH0092095120
TRANS ID - 356147763510669
VALIDATION - XM5J
PAYMENT SERVICE - E
AID A0000000031010
AAC 5381CEE6E5190F9C
TERMINAL # 56363924
*NO SIGNATURE REQUIRED

05/27/26 16:12:33

CHANGE DUE 0.00
CUSTOMER COPY



Get free delivery
from this store
with Walmart+

30-day free trial.

Low Price Guarantee You Can Trust. Every Day.
05/27/26 16:12:45



Sold To

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

Ship To

MCDOWELL DAM
 E OF CITY
 BISMARCK ND 58504

Customer # 0001235	Order Date 06/01/2026	Sales Order # 093761	Buyer	Customer P/O # David	Ship Via Customer Pic	Salesman 01
Invoice # P020831	Invoice Date 06/01/2026	Ship Date	Freight Terms PREPAID	Job Number	Terms net 30	

LN	QNTY ORD	QNTY SHIP	QNTY B/O	QNTY PICK	PRODUCT NUMBER	DESCRIPTION	UOM	NET PRICE	EXTENSION
1	1	1			IPC-ATRA70018	Nipper Reacher, 40"	EA	49.1487	\$49.15
2	1	1			IPC-ATRA70019	Nipper Reacher, 60"	EA	50.567	\$50.57
3	2	2			LV-21547	Bathroom Tissue, LIVI VPG SELECT, 80/500's	CS	79.55	\$159.10
..... Payment Received.....							Visa	258.82	

X: _____
 Customer Signature:

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Terms & Conditions
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Merchandise	258.82
Freight	0.00
Misc Charges	0.00
Sub Total	258.82
Taxable	0.00
Tax (091)	0.00
TOTAL	\$258.82

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

No. 105649

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

Name Guardian Lock

Vendor 419

Address _____

Date 7-7-24

Notes Keys and locks

		Project Number	Cost
Acct #	01.12.000.530140		
Description	Keys for Dodge water truck		9.00
Acct #	01.12.000.531400		
Description	locks for bathrooms		516.50
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Total			525.60

Employee's Signature [Signature]

Manager's Signature [Signature] DM

Approved By [Signature]

ORIGINAL



INVOICE

BILL TO

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

INVOICE # 601021

DATE 06/23/2026

DUE DATE 07/23/2026

TERMS Net 30

P.O. NUMBER

McDowell Dam

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Key:Key SS	3	3.00	9.00T

Scan to pay



SUBTOTAL	9.00
TAX	0.00
TOTAL	9.00
BALANCE DUE	\$9.00



We appreciate your business! Thank you!

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



DEDICATED TO THE PROFESSIONAL

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

Bill To:

BISMARCK PARKS AND RECRE
400 E FRONT AVE

BISMARCK, ND 58504

Invoice	1536-179874
Sale Type	FLT. CARD SALE
Date	05/27/2026 3:52 PM
Ship Via	
PO Number	MCDLL

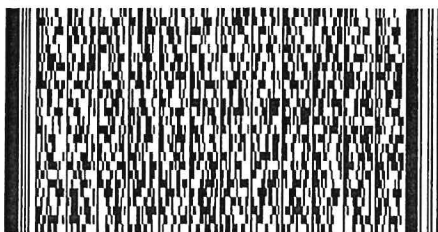
Counter #	Customer #	Ordered By	Special Instructions
893808	806814		

Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Each	Extended
1	WIX	57055XP	OIL FILTER	1Y	EA	N	27.10	12.03	12.03
1	WIX	57055XP	OIL FILTER	1Y	EA	N	27.10	12.03	12.03

2 Items

Want to grow your business? Ask us about our Business Solution partners.

Ship Used: Y A0000000031010 0000000000 06011203A00000 Verified By Not Verified VSFCSPACE8000015362SPACE099270SPACE REF #: 476075551536 AUTH CD: 099270



Sub-Total	24.06
Sales Tax	0.00
Total	24.06
VISAFLEET #6485	24.06

WWW.OREILLYPRO.COM

Warranty/Garantía: www.oreillypro.com/warranty

WE APPRECIATE YOUR BUSINESS!

1536W153, Bismarck, ND 58504, (701) 258-8755, FAX: (701) 258-8756

**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	1536-180679
Sale Type	FLT. CARD SALE
Date	05/30/2026 4:49 PM
Ship Via	
PO Number	seth

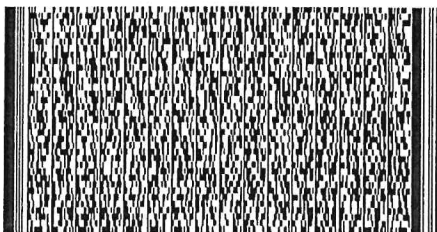
Counter #	Customer #	Ordered By	Special Instructions
149113	806814	seth	

Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Each	Extended
1	AIK	4322P	2.5GDEGREASR	1Y	EA	N	33.88	19.99	19.99
1	WIX	57682	HYD FILTER	1Y	EA	N	83.03	14.74	14.74
DC or Hub Pickup									
This item has been ordered:									
1 from DC 16 MINNEAPOLIS									
Estimated In Store 6/2/2026 7:00 AM									
1	WIX	57682	HYD FILTER	1Y	EA	N	83.03	14.74	14.74
DC or Hub Pickup									
This item has been ordered:									
1 from DC 16 MINNEAPOLIS									
Estimated In Store 6/2/2026 7:00 AM									
1	WIX	57060	OIL FILTER	1Y	EA	N	25.41	7.93	7.93
2020 Ram 1500 Classic V8 5.7L 345ci GAS MFI vin T EZH OHV									
2	ORO	SYN5-30	1QTMOTOROIL	MD	EA	N	15.24	8.99	17.98
1	ORO	SYN5-30-5QT	5QT MOTOROIL	MD	EA	N	55.92	32.99	32.99
1	SSB	51PRM	BATTERY	2Y	EA	N	355.92	149.34	149.34
2020 Ram 1500 Classic V8 5.7L 345ci GAS MFI vin T EZH OHV									
		51PRM	Core Charge		EA	N		22.00	22.00
12	ORC	72408LE	BPC	MD	EA	N	8.46	4.00	48.00
Special Offer. 12 @ 4.00									
12	ORC	72414	12.5OZCARBCL	MD	EA	N	7.95	3.29	39.48
Special Offer. 12 @ 3.29									
12	ORO	5-30	1QTMOTOROIL	MD	EA	N	13.54	7.99	95.88
44 Items									

Call 866-830-4351 for Super Start National Warranty Information.

Want to grow your business? Ask us about our Business Solution partners.

Ship Used: Y A0000000031010 0000000000 06011203A00000 Verified By Not Verified VSFCSPACE8000015362SPACE058486SPACE REF #: 506417514955 AUTH CD: 058486



Sub-Total	463.07
Sales Tax	0.00
Total	463.07
VISAFLEET #9502	463.07

WWW.OREILLYPRO.COM

Warranty/Garantía: www.oreillypro.com/warranty

WE APPRECIATE YOUR BUSINESS!

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

MERANT

MAR 10

11:00

11:00

11:00

11:00

11:00

11:00

Each receipt below is a receipt for the
amount of the receipt will be made
on the receipt number of the
receipt is due after 09/09/26

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

11:00



Sale Transaction

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

Exempt Item: 1/4X1 1/4 *Screws* 20.00 00

Exempt Item: 1/2X1 2.00 00

TOTAL SALE 42.00

VISA CREDIT CARD 42.00

PO # 11:00

Auth Lock 00/00

Contactless

Auth Lock 00/00

Auth Lock 00/00

Auth Lock 00/00

Auth Lock 00/00

Auth Lock 00/00

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Auth Lock 00/00



Acme Tools - Bismarck
3840 E ROSSER AVE
BISMARCK, ND 58501--331
Store Phone# 701-258-1267

Customer: 31346
BISMARCK PARKS & RECREATION
400 E FRONT AVE
BISMARCK, ND 58504-5641

Date Time Ticket Number Salesrep
6/18/26 10:15 27670886-000 Shyann Nels

Customer PO: mcdowell

Description Amount

DEWALT 5/16 In. x 4 In. x 6 5.99
DW5424 1.00 @ 5.99
DEWALT 15% OFF 5/1-7/4: \$.89-

Subtotal 5.99
Miscellaneous .89-
Tax *MULL 11: .00
Total 5.10

Payment Summary:

Date : 6/18/26

Visa

*****6485 5.10

Total Paid 5.10

Total Items Sold : 1.00

Thanks for shopping at
Acme Tools

Visit us at www.acmetools.com

Store Hours:

Monday - Friday: 7:00 am - 5:30 pm

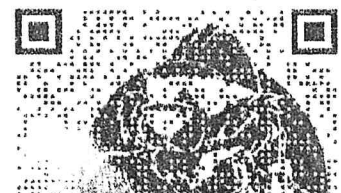
Saturday: 8:00 am - 5:30 pm

Sunday: Closed

Sunday: Closed



Please Rate us on Google!



Give us feedback @ survey.walmart.com
Thank you! ID #:7WRYMHJM127

Walmart *

WM Supercenter
701-223-3066 Mr. TIM
2717 ROCK ISLAND PL.
BISMARCK ND 58504

ST# 01534 OP# 005815 TEN 90 TR# 03395
ITEMS SOLD 3

TC# 1764 2329 5152 9895 7017 7



SAM CRV 27 088727684426 139.00 0
SAM CRV 27 088727684426 28.27 0
** VOIDED ENTRY **
SAM CRV 27 088727684426 28.27 0
LI SA 00 007656879020 28.27 0
LI SA 00 007656879020 28.27 0
SUBTOTAL 195.54
TOTAL 195.54
VISA END 195.54

756.54

VISA CREDIT *** 6485 I 3
APPROVAL # 084399
REF # 0H0092095120
TRANS ID - 356147763510669
VALIDATION - XM5J
PAYMENT SERVICE - E
AID A0000000031010
AAC 5381CEE6E5190F9C
TERMINAL # 56363924
*NO SIGNATURE REQUIRED

05/27/26 16:12:33

CHANGE DUE 0.00
CUSTOMER COPY



Get free delivery
from this store
with Walmart+

30-day free trial.
Low Price Guarantee. You Can Trust. Every Day.
05/27/26 16:12:45

Fleet Farm

Fleet Farm
1025 64th Ave NE
Bismarck, ND 58503
(701)979-8010

6/3/26
Trans. 2127
Reg.: 001

10:47 AM
Store: 06700
Cashier #: 144024

SALE



06700001212720260603

Batteries
M18 REDLITHIUM XC 5.0Ah Bat Pk 199.00 E
0452423048 x 1 199.00
Reg. Price 209.00 each

Milwaukee M18 FUEL Gen3 Blower 179.99 E
045242823963 x 1 179.99
Reg. Price 199.99 each

Subtotal 378.99
Total Sales Tax 0.00

Total 378.99

Credit 378.99
Card: Visa
Account: 6485
Auth: 057046 (A)

Change Due 0.00

YOU SAVED \$90.00

Total Rewards Points Earned: 379

Current Point Balance: 305
Points to Next Reward: 195

When returning an item that was purchased using a Reward, the value of the Reward will be returned back to the members account in the form of points. Both Rewards and points hold no cash value.

YOUR FEEDBACK MATTERS!

Scan the QR code to tell us how we did.



Customer Copy

Thank you for shopping at Fleet Farm.

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 09/03/26

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

LOW HEADROOM KIT	
4251143	102.30 NT
E-1 6-PANEL STEEL DOOR P	
4140336	265.00 NT
SS PRIVACY KNOB	
4400507	36.99 NT
TOTAL SALE	404.29
VISA CREDIT 9502	404.29
PO # mcdowell	
Auth Code:003901	
Contactless	
a0000000031010	
ARQC - f06f68037dead2ae	

TOTAL NUMBER OF ITEMS = 3

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
4989

GUEST COPY

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

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

THANK YOU, YOUR CASHIER, Sara

6391 09 5830 06/05/26 12:48PM 3055



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

PROD ID	QTY	UM	PRICE	TOTAL
QUICK HITCH CAT 1 QHC1				
11790040	1	EA	179.99	179.99 n
BAR OIL STIHL GALLON SUMMER				
7487286	1	EA	25.49	25.49 n
ENGINE OIL 2.60Z STIHL HP				
7487244	12	EA	2.69	32.28 n
SUBTOTAL				237.76
Tax				0.00
TOTAL				237.76
Visa				
XXXXXXXXXXXX				
ROBINSON/DAVID				

05/25/26 11:24:34 016 85460390016
1610111 BISMARCK PARKS & RECREATION
ATB: *ALL NEED A PO
GOV: 1610111
PO NUMBER: McDowell
INVOICE #: 7249455 WSID: RWS01091
C4B9A836-EA17-4A7A-91CF-7AD75D6169F0
0417FE 5.4.26.226 TILL ID: 06
Thanks for choosing Runnings!

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



COPY

MENARDS - BISMARCK
3300 State Street
Bismarck, ND 58503

KEEP YOUR RECEIPT

RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 06/27/26

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

2X12 GLOMER FIB REG DRB *Floor Recs* 11.99 NI

BRASS GOODBIE SHOT OFF *Water Shutoff* 6.49 NI

HYDRO LOGIC 1 PORT *Watering* 29.99 NI

TOTAL SALE *Timer* 47.47

VISA CREDIT 6485 47.47

PO # BETHOWELL

Auth Code:017014

Contactless

8800000000000000

ARQC - 250dda613fdd0934

TOTAL NUMBER OF ITEMS = 3

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
4987

GUEST COPY

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

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

THANK YOU, YOUR CASHIER, Rachelle

86226 DB 2973 05/24/26 04:30PM 3055

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	6/3/26 3:50

DUE DATE: 7/10/26

TERMINAL: 1812

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: H70934/8

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	40	40	EA	1231561	1101-60 QKRT CONCRETE MIX 60LB		40	4.99 /EA	199.60 N

** PAID IN FULL **

199.60

TAXABLE 0.00

NON-TAXABLE 199.60

(STATEMENTS)

SUBTOTAL 199.60

TAX AMOUNT 0.00

199.60

TOTAL 199.60



BANKCARD PAYMENT
BKCRD# XXXXXXXXXXXXX6485

TOT WT: 0.00
MID: ***6749

APP: 016863

XR: 770934

X

Received By
Please send payments to
Mac's Hardware
PO Box 950526
St Louis, MO 63195-0583

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	6/4/26 12:34

SOLD TO:

BISMARCK PARK & RECREATION
400 E. FRONT AVE.

BISMARCK ND 58504

701-222-6464

SHIP TO:

CARDHOLDER/VISA

DUE DATE: 7/10/26

TERMINAL: 1811

TAX: 108 BISMARCK 1.5 ND 5 CO 1

INVOICE: H71170/8

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	2	2	EA	1455198	HITCH PIN 5/8" SUPER DUTY PKG 21		2	6.99 /EA	13.98 N
2	1	1	EA	1143623	1034-A 9IN TIRE PLUG KIT 8PCS		1	15.99 /EA	15.99 N
3	1	1	EA	1455198	HITCH PIN 5/8" SUPER DUTY PKG 21		1	6.99 /EA	6.99 N
4	1	1	EA	1143623	1034-A 9IN TIRE PLUG KIT 8PCS		1	15.99 /EA	15.99 N

** PAID IN FULL **

52.95

TAXABLE 0.00

NON-TAXABLE 52.95

(STATEMENTS)

SUBTOTAL 52.95



TOT WT: 0.00

MID: ***6749

BANKCARD PAYMENT

BKCRD#XXXXXXXXXXXX6485

APP: 007231

XR: 771170

TAX AMOUNT 0.00

52.95

TOTAL 52.95

X

Received By
Please send payments to
Mac's Hardware
PO Box 950526
St Louis, MO 63195-0583



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



Ship Ticket

SHIP DATE		ORDER NUMBER	
05/28/2026		S105717852.001	
ORDERED BY	JARED	PAGE NO.	
DSG - BISMARCK MECHANICAL 901 S 26TH ST BISMARCK, ND 58504-6856 Phone 701-223-3130			1 of 2

SOLD TO:

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		
Matt Hulm		CNTR		Ship: NDBI Price: NDBI		05/28/2026	No		
ORDER QTY	SHIP QTY	DESCRIPTION				UNIT PRICE	EXT PRICE		
1ea	1ea	CAMCO 07033 PLUMBERS PACK 2 THERMOSTATS-4500W 240V LWD 2 ELEMENTS Pn: 412327 Amount Paid Today 05/28/2026 -80.06				80.056/ea	80.06		
<i>Mcdowell Pam picked up parts for Dave Robertson Jared Hadden</i>		Credit Card Information							
		A0000000031010							
		Card Type: Visa							
		Merchant ID: Thank You							
		Card Number: XXXXXXXXXXXXX3407							
		Card Holder: BISMARCK PARKS AND							
		Charge Amount: \$80.06							
		Response: /							
		Auth Code: 066862							
		Time/Date: 12:01pm 05/28/2026							
		Approved							
		SIGNATURE NOT REQUIRED							
		Signature: _____							
		I agree to pay above total amount according to card issuer agreement.							
		ARQC 84A120CF2834EDD8							
		2026/05/28 12:01 PM S105717852.1 <i>Jared M</i>							
		JARED							

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

No. 105650

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

Name Interstate battery

Vendor 474

Address _____

Date 7-7-26

Notes Battery

		Project Number	Cost
Acct #	<u>01.12.000.531400</u>		
Description	<u>Battery for Dodge pickup</u>		<u>177.25</u>
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Total			<u>177.25</u>

Employee's Signature [Signature]

Manager's Signature Michael Smith DM

Approved By [Signature]

ORIGINAL

INVOICE

Invoice # 1900502053520

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

Phone (701)221-2400



Bill To: C90050000000351

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

Ship To: C90050000000351

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

Store	9005	Transaction	366875	Invoice Date	06/24/2026
Salesperson	RILEY THOMAS	P.O.		Due Date	07/24/2026
Item #	Description	Backordered Qty	Quantity	Price	Ext Price
MT-34	MT-34 AT IBL MT		1	\$177.25	\$177.25 E
				Subtotal	\$177.25
				Tax	\$0.00
				Total Charges	\$177.25
Sale					\$177.25
House Account/AR					
Net 30 Days					

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

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

Printed Name: _____

Signature: _____

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

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

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

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

No. 105649

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

Name Garland Lock

Vendor 419

Address _____

Date 7-7-24

Notes Keys and locks

Acct #	Project Number	Cost
01-12-000-530140		
Description		9.00
01-12-000-531400		
Description		516.50
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Total		525.60

Employee's Signature [Signature]

Manager's Signature [Signature] DM

Approved By [Signature]



INVOICE

BILL TO

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

INVOICE # 601112**DATE** 06/29/2026**DUE DATE** 07/29/2026**TERMS** Net 30**P.O. NUMBER**

McDowell Dam

DATE	DESCRIPTION	QTY	RATE	AMOUNT
D230	Double Sided Deadbolt Stainless/ Satin Nickel	2	84.25	168.50
USCAN Knob SS (630)	Entrance Knob G2 Stainless Steel	2	66.00	132.00
KIK	Lock Cylinder Schlage E Keyway	6	36.00	216.00

Scan to pay



SUBTOTAL	516.50
TAX	0.00
TOTAL	516.50
BALANCE DUE	\$516.50



We appreciate your business! Thank you!

Guardian Lock & Security
2017 East Main Avenue
Bismarck ND 58501

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

No. 108451

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

Name O'Reilly
 Address _____

Vendor 682

Date 6/30/26

Notes Automotive

		Project Number	Cost
Acct #	01.12.000.531400		
Description	Replace Starter and wipers in Dodge		80.26
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
		Total	80.26

Employee's Signature [Signature]

Manager's Signature Michael [Signature] DM

Approved By [Signature]

ORIGINAL



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

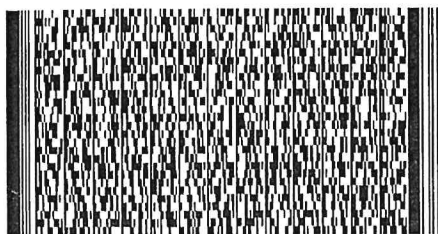
Invoice	1536-186680
Sale Type	CHARGE SALE
Date	06/26/2026 9:57 AM
Ship Via	
PO Number	seth

Counter #	Customer #	Ordered By	Special Instructions
149113	806814	seth	

Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Each	Extended
1	USL	N712608	STARTER	LT	EA	N	466.08	156.23	156.23
			1985 Dodge D150 Pickup RWD L6 3.7L 3687cc 225ci GAS 1BBL vin H OHV						
		N712608	Core Charge		EA	N		10.00	10.00
1	ULT	R713191	STARTER	LT	EA	N	169.47	-74.75	-74.75
			Warranty Return Without Receipt						
		R713191	Core Return		EA	N		-40.00	-40.00
			Warranty Return Without Receipt						
1	BOS	C2207	WIPER BLADE	1Y	EA	N	33.88	14.39	14.39
1	BOS	C2207	WIPER BLADE	1Y	EA	N	33.88	14.39	14.39

4 Items

360 images provide the industry leading views of the parts you need.



X

Customer Signature



Sub-Total	80.26
Sales Tax	0.00
Total	80.26

WWW.OREILLYPRO.COM

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. **108454**

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

Name Towner Nursery

Vendor 915

Address _____

Date 02.23.26

Notes Trees

		Project Number	Cost
Acct #	<u>01.12.000.531400</u>		
Description	<u>Replace m. ent trees</u>		<u>125.00</u>
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Total			<u>125.00</u>

Employee's Signature [Signature]

Manager's Signature [Signature] DM

Approved By [Signature]



NORTH DAKOTA FOREST SERVICE

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

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

INVOICE

CUSTOMER NO

3307

INVOICE NO

015442

DATE

06/17/2026

BILL TO

MCDOWELL DAM
Bismarck Parks & Rec
1951 93rd ST NE
Bismarck, ND 58501

SOLD TO

MCDOWELL DAM
Bismarck Parks & Rec
1951 93rd ST NE
Bismarck, ND 58501

SHIP DATE

05/11/2026

ORDER NO

016227

SHIP TO

MCDOWELL DAM
Bismarck Parks & Rec
1951 93rd ST NE
Bismarck, ND 58501

SHIP VIA

Pickup

ORDER DATE

04/21/2026

CUST. PO

TERMS

Net Due

COMMENTS

2nd Notice

QUANTITY	PRODUCT DESCRIPTION	SIZE	UNIT PRICE	AMOUNT
<i>Conifer - Bareroot</i>				
50	Eastern red-cedar	8-15" (1-2)	1.250	62.50
50	Ponderosa pine	8-15" (Plug+1)	1.250	62.50

100

SubTotal: \$125.00

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: \$125.00

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

No. 108455

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

Name

Arc Automotive Billing

Vendor

4614

Address

Date

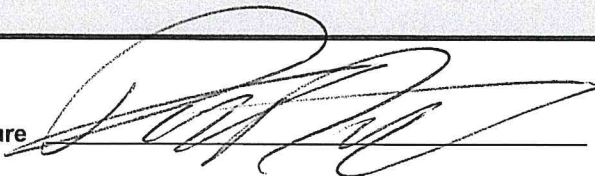
7.21.26

Notes

John Deere 1550 hydraulic radiator

		Project Number	Cost
Acct #	<u>01.12.000.531400</u>		
Description	<u>Design, build and weld in radiator brackets</u>		
Acct #			<u>187.50</u>
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			

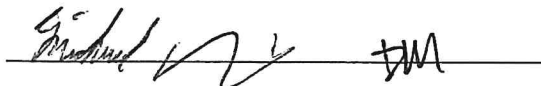
Employee's Signature



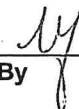
Total

187.50

Manager's Signature



Approved By



ORIGINAL

Arc Automotive Billing

Client:	Bismarck Parks and Rec
Project Number:	40024554
Project Start Date:	7/3/2026
Project End Date:	7/6/2026
Project Description:	John Deere Welding

2120 E Sweet Ave Bismarck, ND 58504 920-540-1513
--

Customer brought in John Deere riding lawn mower for welding of the hydraulic cooler bracket.

PARTS LIST

Description	Lead Time	QTY Needed	Unit Cost	Total
1				
2				
3				
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
11				\$ -
12				\$ -
14				\$ -
15				\$ -
16				\$ -
17				\$ -
18				\$ -
19				\$ -
20				\$ -

21								\$	-
22								\$	-
23								\$	-
24								\$	-
25								\$	-
26								\$	-
27								\$	-

SHOP EXPENDABLES					Parts Total		Total	
		QTY Needed	Unit Cost	Ship / Hand		\$		
1						\$		-
2						\$		-
3						\$		-
4						\$		-
5						\$		-

LABOR BREAKDOWN					Shop Total		Total	
		Est Time (1/4 hr)	Adjustment (+ / -)			\$		
1	Bend/Fitup/Weld Bracket Tabs	1.5				\$		1.50
2						\$		-
3						\$		-
4						\$		-
5						\$		-
6						\$		-
7						\$		-
8						\$		-
9						\$		-
10						\$		-
11						\$		-
12						\$		-
13						\$		-
14						\$		-
15						\$		-
16						\$		-
17						\$		-

7 Payment for all work is due upon completion and prior to the vehicle being released. Project vehicles that are left unclaimed greater than 7 days following completion, without prior arrangements may be subject to a \$50.00 / day storage charge.

Work Order Accepted By:

Client Signature:

Printed Name:

Bismarck Parks and Rec

Date:

Arc Automotive

Printed Name:

Brett Berge

Date:

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

No. 108453

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

Name O Reilly

Vendor 682

Address _____

Date 7/22/26

Notes Hand tools

		Project Number	Cost
Acct #	01.12.000.531400		
Description	Spark tester		19.99
Acct #	01.12.000.531400		
Description	Equipment ties		37.98
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Acct #			
Description			
Total			57.98 19.99

Employee's Signature [Signature]

Manager's Signature [Signature] DM

Approved By [Signature]

ORIGINAL



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

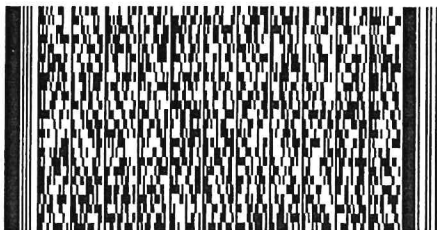
Invoice	1536-190955
Sale Type	CHARGE SALE
Date	07/15/2026 9:52 AM
Ship Via	
PO Number	seth

Counter #	Customer #	Ordered By	Special Instructions
149113	806814	seth	

Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Each	Extended
1	LIS	20610	SPARK TESTER	LT	EA	N	33.88	19.99	19.99

1 Item

Visit Mitchell1.com to find industry leading shop management solutions!



X

Customer Signature



Sub-Total	19.99
Sales Tax	0.00
Total	19.99

WWW.OREILLYPRO.COM

Warranty/Contact: www.oreillypro.com/warranty

WE APPRECIATE YOUR BUSINESS!

1536-190955 BISMARCK, ND 58504 (701) 258-8755



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

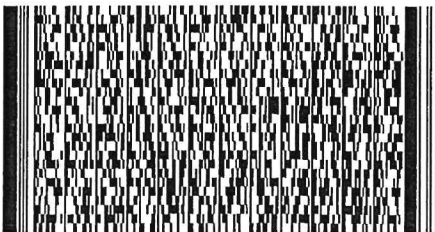
Invoice	1536-192639
Sale Type	CHARGE SALE
Date	07/22/2026 11:47 AM
Ship Via	
PO Number	mcdowell

Counter #	Customer #	Ordered By	Special Instructions
537703	806814	seth	

Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Each	Extended
1	CTI	83747	14"100PK TIE	LT	BG	N	33.88	19.99	19.99
1	CTI	83748	300PCWIRETIE	LT	BG	N	30.49	17.99	17.99

2 Items

Visit Mitchell1.com to find industry leading shop management solutions!



X

Customer Signature



Sub-Total	37.98
Sales Tax	0.00
Total	37.98

WWW.OREILLYPRO.COM

Warranty/Garantia: www.oreillypro.com/warranty

WE APPRECIATE YOUR BUSINESS!

1536WS148 Remit To: PO BOX 9464. SPRINGFIELD. MO 65801-9464

Give us feedback @ survey.walmart.com
Thank you! ID #:7WRYBMJM25F

Walmart *

WM Supercenter
701-223-3066 Mgr. TIM
2717 ROCK ISLAND PL
BISMARCK ND 58504
ST# 01534 OP# 005503 TE# 15 TR# 04455

ITEMS SOLD 16
TC# 2552 4053 3232 3911 1529 5



BL RBN CLSSC	070640300120 F	6.48 N
BL RBN CLSSC	070640300120 F	6.48 N
PEPSI	012000009990 F	7.47 N
DR PEPPER	078000082160 F	7.47 N
DR PEPPER	078000082160 F	7.47 N
PEPSI	012000009990 F	7.47 N
STRY 12PK	0120000221600 F	6.00 N
BL RBN CLSSC	070640015510 F	6.48 N
BL RBN CLSSC	070640015510 F	6.48 N
BL RBN CLSSC	070640015500 F	6.48 N
BL RBN CLSSC	070640015500 F	6.48 N
GV FDG BAR	078742375720 F	2.84 N
GV FDG BAR	078742375720 F	2.84 N
** VOIDED ENTRY **		
GV FDG BAR	078742375720 F	
MARS IC	047677336450 F	8.63 N
MARS IC	047677336450 F	8.63 N
MARS IC	047677336450 F	8.63 N

SUBTOTAL 106.33
TOTAL 106.33

VISA TEND 106.33
CHANGE DUE 0.00

VISA CREDIT- 6485 1 3 APPR#098870

106.33 TOTAL PURCHASE

REF # 614574253063

TRANS ID - 466145609084088

VALIDATION - WKD3

PAYMENT SERVICE - E

AID A0000000031010

TERMINAL # 25248628

*No Signature Required

05/25/26 11:55:08

COPY

Give us feedback @ survey.walmart.com
Thank you! ID #:7WRYK6JMOTP

Walmart *

WM Supercenter

701-223-3066 Mgr. TIM

2717 ROCK ISLAND PL

BISMARCK ND 58504

ST# 01534 UP# 003502 TE# 19 TR# 03161

ITEMS SOLD 21

TC# 9907 7726 9989 6248 8399 4



BL RBN CLSSC 070640015500 F	6.48 N
BL RBN CLSSC 070640015500 F	6.48 N
MARS IC 047677336450 F	8.63 N
BL RBN CLSSC 070640300120 F	6.48 N
MARS IC 047677336450 F	8.63 N
GREAT VALUE 078742374650 F	2.97 N
GREAT VALUE 078742374650 F	2.97 N
GREAT VALUE 078742142230 F	5.76 N
8PKG V CLS CN 078742152370 F	5.76 N
TWX IC 12PK 047677484950 F	8.63 N
GREAT VALUE 078742142230 F	5.76 N
BOMB POP 070640014720 F	5.83 N
KLONDIKE 075856011130 F	4.24 N
KLONDIKE 075856024150 F	4.24 N
KLONDIKE 075856139010 F	4.24 N
TWX IC 12PK 047677484950 F	8.63 N
GV FDG BAR 078742375720 F	2.84 N
GV FDG BAR 078742375720 F	2.84 N
BL RBN CLSSC 070640015510 F	6.48 N
BL RBN CLSSC 070640015510 F	6.48 N
GATORADE 052000208440 F	6.98 N

COWC 25510
SUBTOTAL 121.35

TOTAL 121.35

VISA TEND 121.35

CHANGE DUE 0.00

VISA CREDIT - 6485 I 3 APPR#075805

121.35 TOTAL PURCHASE

REF # 614794573535

TRANS ID - 356147671563893

VALIDATION - G3C2

PAYMENT SERVICE - E

AID A0000000031010

TERMINAL # 57215586

*No Signature Required

05/27/26

13:39:16

COPY

1534

BISMARCK ND 58504-7724

98753

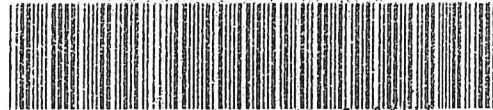
BISMARCK PARK DEP

Give us feedback @ survey.walmart.com
Thank you! ID #: 7WRYVPJ1W8

Walmart *

WM Supercenter
701-223-3066 Mgr. TIM
2717 ROCK ISLAND PL
BISMARCK ND 58504
SI# 01534 OP# 003502 TE# 13 TR# 04171

ITEMS SOLD 4
TC# 3195 5483 3737 6294 9378



GV6D-12SAS	194346066920	9.92 N
GV6D-12SAS	194346066920	9.92 N
AQUAFINA	012000013110 F	7.47 N
AQUAFINA	012000013110 F	7.47 N

SUBTOTAL 34.78
TOTAL 34.78

VISA TEND 34.78
CHANGE DUE 0.00

DECLINED TRANSACTION
VISA CREDIT- 6485 3
AID A0000000031010
CUSTOMER CANCELLED BANKCARD
05/30/26 10:26:26

DECLINED TRANSACTION
VISA CREDIT- 6485 3
AID A0000000031010
CUSTOMER CANCELLED BANKCARD
05/30/26 10:27:21

VISA CREDIT- 6485 1 3 APPR#052786
34.78 TOTAL PURCHASE
REF # 615053361039
TRANS ID - 38615055/044182
VALIDATION - FQH6
PAYMENT SERVICE - E
AID A0000000031010
TERMINAL # 50712710
*No Signature Required
05/30/26 10:28:23

COPY

1534

BISMARCK ND 58504-7724

98753
BISMARCK PARK REC
420 E FRONT AVE

Give us feedback @ survey.walmart.com
Thank you! ID #:7WS67QJLXL

Walmart *

WM Supercenter

701-223-3066 Mgr. TIM

2717 ROCK ISLAND PL

BISMARCK ND 58504

ST# 01534 DP# 008394 TE# 13 TR# 00063

#. ITEMS SOLD 14

TC# 9877 9724 5959 6228 0890 4



TWX IC 12PK	047677484950 F	8.63 N
TWX IC 12PK	047677484950 F	8.63 N
TWX IC 12PK	047677484950 F	8.63 N
GREAT VALUE	078742142230 F	5.76 N
GREAT VALUE	078742142230 F	5.76 N
GREAT VALUE	078742142230 F	5.76 N
GREAT VALUE	078742142230 F	5.76 N
BL RBN CLSSC	070640015510 F	6.48 N
BL RBN CLSSC	070640015510 F	6.48 N
BL RBN CLSSC	070640015510 F	6.48 N
BL RBN CLSSC	070640015510 F	6.48 N
LIPTON	012000173180 F	13.97 N
DR PEPPER I	078000082100 F	14.47 N
MT DEW	012000000880 F	14.47 N

SUBTOTAL 117.76

TOTAL 117.76

VISA TEND 117.76

CHANGE DUE 0.00

VISA CREDIT- 6485 I 3 APPR#061210

117.76 TOTAL PURCHASE

REF # UH9K1Z453601

TRANS ID - 306152588165029

VALIDATION - LTSS

PAYMENT SERVICE - E

AID A0000000031010

TERMINAL # 50712710

*No Signature Required

06/01/26 11:20:16

1534

BISMARCK ND 58504-7724

98753

BISMARCK PARK REC

420 E FRONT AVE

BISMARCK ND 58504

State Tax ID: E4674

Federal Tax ID:

COPY

Give us feedback @ survey.walmart.com
Thank you! ID #:7WS6RVJLZVC

Walmart *

WM Supercenter.

701-223-3066 Mgr. TIM

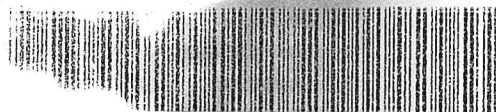
2717 ROCK ISLAND PL

BISMARCK ND 58504

ST# 01534 OP# 007169 TE# 13 TR# 02221

ITEMS SOLD 18

TP2 177 000 2023 9318 1285

[illegible]

SUBTOTAL	78.84
----------	-------

TOTAL 78.84

VISA TEND	78.84
-----------	-------

CHANGE DUE 0.00

VISA CREDIT- 6485 I 3 APPR#049005

78.84 TOTAL PURCHASE

REF # 615717114106

TRANS ID - 386157554590721

VALIDATION - G38V

PAYMENT SERVICE - E

AID A0000000031010

TERMINAL # 50712710

*No Signature Required

06/06/26 10:24:18

1534

DTORJACVW MD EOEVA 7724

MENARDS - BISMARCK
3300 State Street
Bismarck, ND 58503

Prices shown are valid today only.

BISM 91391



etsAndAppliances@menards.com

PICKING LIST - CUSTOMER COPY

PAGE 1 OF 1

SOLD BY: TYMBER S.
DATE: 05/26/26

CUSTOMER NAME - ADDRESS - PHONE

Haadem, Jerad
400 E Front Ave
Bismarck, ND 58504-5641

Ph: (701) 222-6455
JOB DESC:

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 08/24/26

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

BISMfrontend@menards.com



Sale Transaction

Cust name: Haadem, Jerad

Tax Exempt Certificate ID: 5021339

Exempt Type: State or Local Government

ORDER 91391

14 CUFT UPRIGHT FREEZER -PICK* MA
4536052 479.99 NT
pid:1247 loc:411
END OF ORDER

TOTAL SALE 479.99
VISA CREDIT 6485 479.99

PO # MCEEWELL

Auth Code:016120

Contactless

a0000000031010

ARQC - 95b855a77ddb995e

TOTAL SAVINGS 70.00

TOTAL NUMBER OF ITEMS = 1

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
4988

GUEST COPY

The Cardholder acknowledges receipt of goods and 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.

MA = Major appliances may be returned or exchanged within 7 days of the purchase date if item has a manufacturing defect. May be returned within 90 days of the purchase date, if item has not been used and in original package unopened. If does not meet these rules, Customer must contact vendor for warranty issues/concerns or claims. Returns, refunds, or exchanges must have a receipt.

SKU NUMBER

IER CUF14C1W 453-6052

COPY

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

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

chandise.

(All vehicles are subject to inspection.)
will gladly help you load your materials

.)

Attendant. (The Gate Attendant will record the

ou've received the merchandise.

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

All returns are subject to Menards' posted return policy. In consideration for Menards low prices you agree rds will agree to exchange the merchandise or refund the purchase price based on the form of original payment. u. If there is a warranty provided by the manufacturer, that warranty shall govern your rights and Menards shall itute warranties, and are not a part of this contract. The customer agrees to inspect all merchandise prior to installing **MENARDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.**

IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American mmercial Arbitration Rules, and judgments on the award rendered by the arbitrator(s) may be entered in any se terms and conditions through purchase of merchandise contained on this document.

ATE ATTENDANT-SCAN HERE ==>

PRE-TAX TOTAL: 479.99





Fleet Farm
1025 64th Ave NE
Bismarck, ND 58503
(701)979-8010

6/3/26
Trans. 2127
Reg.: 001

10:47 AM
Store: 06700
Cashier #: 144024

SALE



36700001212720260603

Batteries
M18 REDLITHIUM XC 5.0Ah Bat Pk 199.00 E
045242828 x 1 199.00
Reg. Price 199.00 each
Milwaukee M18 FUEL Gen3 Blower 179.99 E
045242823963 x 1 179.99
Reg. Price 199.99 each

Subtotal 378.99
Total Sales Tax 0.00
Total 378.99
Credit 378.99
Card: Visa
Account: 6485
Auth: 057046 (A)

Change Due 0.00

YOU SAVED \$90.00

Total Rewards Points Earned: 379

Current Point Balance: 305
Points to Next Reward: 1.95

When returning an item that was purchased using a Reward, the value of the Reward will be returned back to the members account in the form of points. Both Rewards and points hold no cash value.

**YOUR FEEDBACK
MATTERS!**

Scan the QR code to tell us how we did.



Customer Copy

Thank you for shopping at Fleet Farm.

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

07/14/2026
868001
07/28/2026

Billing Summary

Previous Balance	\$280.71
Payment(s) Received	<u>Thank You!</u> \$-280.71
Balance Forward	\$0.00
Charges	\$281.20
Amount Due	\$281.20

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

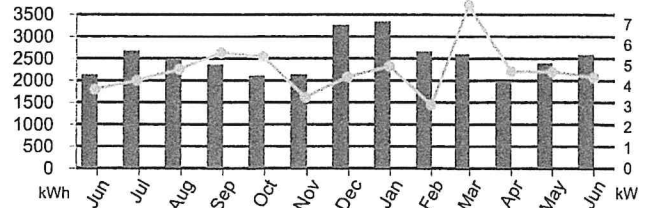
Message(s) On-Peak Occurred: 06/07/2026 5:30 PM - 6:00 PM
Grid Capacity Occurred: 12/07/2025

Service Address: SEC 27SW MCDOWELL HOUSE

Meter #	Rate Description	From	To	Days	Previous	Present	Mult.	kWh	kW
86861804	COINCIDENT PEAK	06/01/2026	07/01/2026	30	173331	175917	1	2586	4.380

Detail of Charges

Monthly Base		\$24.00
Energy	2586 kWh @ \$0.03963	\$102.48
On-Peak Demand	4.38 kW @ \$27.02	\$118.35
Grid Capacity	13.472 kW @ \$2.70	\$36.37
Current Charges		\$281.20



PERIOD ENDING	JUN 2025	JUN 2026
Avg Daily Temp	66	65
Avg Daily kWh	71	86

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
07/28/2026
\$281.20

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

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



360350000868001000028120000028542071420269



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

07/14/2026
868002
07/28/2026

Billing Summary

Previous Balance		\$198.49
Payment(s) Received	Thank You!	\$-198.49
Balance Forward		\$0.00
Charges		\$227.74
Amount Due		\$227.74

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

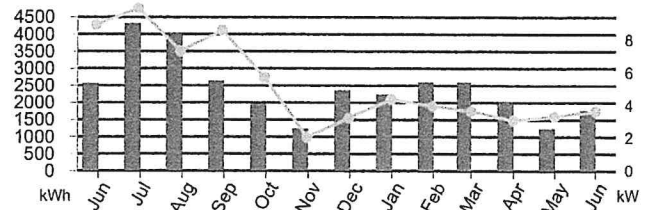
Message(s) On-Peak Occurred: 06/07/2026 5:30 PM - 6:00 PM
Grid Capacity Occurred: 07/21/2025

Service Address: SEC 27 MCDOWELL REC AREA

Meter #	Rate Description	From	To	Days	Previous	Present	Mult.	kWh	kW
78904864	COINCIDENT PEAK	06/01/2026	07/01/2026	30	4813	4857	40	1760	3.600

Detail of Charges

Monthly Base		\$24.00
Energy	1760 kWh @ \$0.03963	\$69.75
On-Peak Demand	3.6 kW @ \$27.02	\$97.27
Grid Capacity	13.6 kW @ \$2.70	\$36.72
Current Charges		\$227.74



PERIOD ENDING	JUN 2025	JUN 2026
Avg Daily Temp	66	65
Avg Daily kWh	85	59

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
07/28/2026
\$227.74

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

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



360350000868002000022774000023116071420269

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

07/14/2026
868029
07/28/2026

Billing Summary

Previous Balance		\$36.53
Payment(s) Received	Thank You!	\$-36.53
Balance Forward		\$0.00
Charges		\$38.54
Amount Due		\$38.54

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

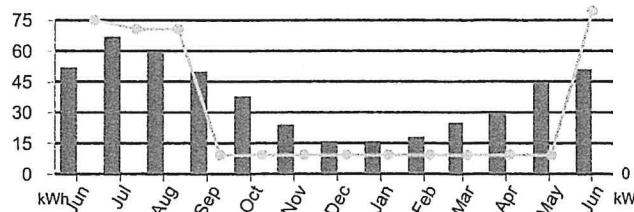
Message(s) On-Peak Occurred: 06/07/2026 5:30 PM - 6:00 PM
Grid Capacity Occurred: 11/17/2025

Service Address: 1951 NE 93RD ST

Meter #	Rate Description	From	To	Days	Previous	Present	Mult.	kWh	kW
93622953	RURAL RESIDENTIAL/SMALL COMM	06/01/2026	07/01/2026	30	4262	4313	1	51	0.176

Detail of Charges

Monthly Base		\$31.00
Energy	51 kWh @ \$0.08161	\$4.16
On-Peak Demand	0.176 kW @ \$9.50	\$1.67
Grid Capacity	0.712 kW @ \$2.40	\$1.71
Current Charges		\$38.54



PERIOD ENDING	JUN 2025	JUN 2026
Avg Daily Temp	66	65
Avg Daily kWh	2	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
07/28/2026
\$38.54

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

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



360350000868029000003854000003912071420262



South Central Regional Water District

(701) 258-8710 • Fax (701) 223-6041
Office Hours M-Th 8-4:30 and F 8-3
www.southcentralwaternd.com

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

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



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

Account Number: 05790400-00
Service Address: MCDOWELL DAM HOUSE
Billing Date: 07/21/2026
Current Charges: 262.78
Past Due Charges: 0.00
Amount Due by 08/10/2026: 262.78
Amount Due After 08/10/2026: 266.78



776 Web ID

Amount Enclosed: 262.78

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: 227.03 - 07/07/2026
Billing Date: 07/21/2026

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

Current Reading: 07/01/2026 2499800
Previous Reading: 06/01/2026 2468500
Usage: 31300

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 GWETHERBY@SOUTHCENTRALWATERND.COM

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

USAGE ON THIS BILL IS FROM JUNE

Service	Current	Past-Due	Balance
MONTHLY MINIMUM	34.00	0.00	34.00
WATER COST	228.78	0.00	228.78
Totals:	262.78	0.00	262.78
DUE DATE	08/10/2026		

THANK YOU FOR YOUR PREVIOUS PAYMENT

USAGE HISTORY IN GALLONS

JUL 2025	AUG 2025	SEP 2025	OCT 2025	NOV 2025	DEC 2025	JAN 2026	FEB 2026	MAR 2026	APR 2026	MAY 2026	JUN 2026	JUL 2026
16000	38200	24900	13500	3500	4300	4600	4800	4600	4700	5200	26300	31300
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**

(701) 258-8710 • Fax (701) 223-6041
Office Hours M-Th 8-4:30 and F 8-3
www.southcentralwaternd.com

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

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



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

Account Number: 05791540-00
Service Address: MCDOWELL DAM PARK
Billing Date: 07/21/2026
Current Charges: 111.91
Past Due Charges: 0.00
Amount Due by 08/10/2026: 111.91
Amount Due After 08/10/2026: 115.91



883 Web ID

Amount Enclosed: 111.91

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: 114.06 - 07/07/2026
Billing Date: 07/21/2026

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

Current Reading: 07/01/2026 719600
Previous Reading: 06/01/2026 709400
Usage: 10200

Service	Current	Past-Due	Balance
MONTHLY MINIMUM	34.00	0.00	34.00
WATER COST	77.91	0.00	77.91
Totals:	111.91	0.00	111.91
DUE DATE	08/10/2026		

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 GWETHERBY@SOUTHCENTRALWATERND.COM

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

USAGE ON THIS BILL IS FROM JUNE

THANK YOU FOR YOUR PREVIOUS PAYMENT

USAGE HISTORY IN GALLONS

JUL 2025	AUG 2025	SEP 2025	OCT 2025	NOV 2025	DEC 2025	JAN 2026	FEB 2026	MAR 2026	APR 2026	MAY 2026	JUN 2026	JUL 2026
9300	14300	21200	12600	2600	200	100	100	200	100	1000	10500	10200
H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD	H-HELD

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





200 EAST BROADWAY
PO BOX 230
STEELE, ND 58482
1.888.475.2361

CUSTOMER NAME | BISMARCK PARKS & REC
Bill Date: 06/01/2026
Account Number: 1205800

Message Center

Payments received after 5-31 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.

Payment is due upon receipt. Unpaid balances after the 20th day of the month, or the next business day, will be assessed a \$30 late fee.

Payment of this invoice constitutes acceptance of the Terms and Conditions of BEK Communications services. These Terms and Conditions should be reviewed periodically as they will change from time to time and can be found at www.bek.coop or by request at 1-888-475-2361.

Federal Universal Service Charge (FUSC): The purpose of this charge is to help keep rates affordable for all customers, regardless of where they live in the U.S. as well as to assist schools, libraries and rural healthcare providers obtain leading edge telecommunications services. The Federal

AutoPay Amount

\$202.82

To be paid by Draft

Billing Summary

Balance From Last Billing	\$202.82
Payments Received - Thank You	-\$202.82
Balance Forward	\$0.00

Service Summary

BUSINESS LINE METERED	\$64.00
Internet Service	\$143.00
Telephone Service	-\$4.18
Current Charges	\$202.82
AutoPay Do Not Pay	\$202.82

GO PAPERLESS



SIGN UP ON SMARTHUB

KEEP Please do not staple or paperclip payment.

SEND



200 EAST BROADWAY
PO BOX 230
STEELE, ND 58482
1.888.475.2361

Bill Date 06/01/2026
Account Number 1205800

AutoPay Amount

\$202.82

AutoPay - Do Not Pay

☐ Check here for address change on back.

BISMARCK PARKS & REC
400 E FRONT AVE
BISMARCK ND 58504-0000

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

1



3652900012058000000020282000020282060120267

CUSTOMER NAME | **BISMARCK PARKS & REC**
Bill Date: 06/01/2026
Account Number: 1205800



200 EAST BROADWAY
 PO BOX 230
 STEELE, ND 58482
 1.888.475.2361

Other Charges Subtotal	<u>\$0.75</u>
Total Current Internet Service	<u>\$25.75</u>

Your 60 MONTH AGREEMENT-Internet contract will expire on 04/30/2030.

Telephone Service

Service: McDowell Dam-Concession/Shop - 701-255-7385

TELEPHONE

Monthly Charges - 06/01/26 to 06/30/26

MULTIPLE PRODUCT CREDIT - BASIC PHONE (Qty: 1)

-\$5.00

ON PREMISE EXTENSION - PHONE ONLY (Qty: 1)

\$2.00

TELEPHONE Subtotal

-\$3.00

MANDATED FEES

Monthly Charges - 06/01/26 to 06/30/26

E911 FEE-BURLEIGH CO (Qty: 1)

\$2.00

TELECOMMUNICATIONS RELAY SERVICE FUND (Qty: 1)

\$0.03

MANDATED FEES Subtotal

\$2.03

The carrier you have chosen for your long distance (InterLATA) calls is BEK LONG DISTANCE.

The carrier you have chosen for your long distance (IntraLATA) calls is BEK LONG DISTANCE.

Other Charges

Monthly Charges - 06/01/26 to 06/30/26

FEDERAL TAX

-\$0.09

Other Charges Subtotal

-\$0.09

Total Current Telephone Service

-\$1.06

Your 60 MONTH AGREEMENT-Telephone contract will expire on 04/30/2030.

Total Current Charges: 1951 93 ST NE STR 1

\$56.69

Service Activity: 1951 93 ST NE STR 2

Account: 1205800

Internet Service

Service: McDowell Dam

INTERNET

Monthly Charges - 06/01/26 to 06/30/26

MULTI-LOCATION SERVICES (Qty: 1)

\$25.00

MULTI-LOCATION SERVICES - 1/2G LIGHTBAND (Qty: 1)

\$0.00

INTERNET Subtotal

\$25.00

Other Charges

Monthly Charges - 06/01/26 to 06/30/26

FEDERAL TAX

\$0.75

Other Charges Subtotal

\$0.75

Total Current Internet Service

\$25.75

Your 60 MONTH AGREEMENT-Internet contract will expire on 04/30/2030.

Total Current Charges: 1951 93 ST NE STR 2

\$25.75

Service Activity: 1951 93 ST NE

Account: 1205800

Bundle Charges

BUSINESS LINE METERED



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

No. 108960

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

Name Bartlett a West

Vendor 7020

Address _____

Date 7-14-26

Notes _____

Acct #	Project Number	Cost
01.12.000.570100	26.003	2446.25
MCD Shower House Prof Svcs 5/23/26 - 6/26/26 (Final)		240.00
01.12.000.570100	26.003	154.00
MCD Shower House Reprod/Printing Reimb		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Acct #		
Description		
Total		2446.25
		394.00

Employee's Signature Natasha Miller

Manager's Signature by

Approved By Chris Leher

ORIGINAL

Bartlett & West

Driving Community and Industry Forward, Together.

Invoice Remittance Address
For Payments Only:
P.O. Box 653
Wichita, KS 67201-0653

3456 East Century Avenue
Bismarck, ND 58503-0737
701.258.1110 FAX 701.258.1111
F.E.I.N. 48-0770612

David Leker
Bismarck Parks & Recreation District
400 East Front Ave
Bismarck, ND 58504

July 17, 2026

Project No:

021822.001

Invoice No:

00730111661

Project Manager:

Joseph Larrivee

Client Contract No:

PO No:

Project 021822.001 Bismarck Parks & Rec - Task Order #1

Project Description: McDowell Dam Restroom Building

Professional Services from May 23, 2026 to June 26, 2026

Professional Personnel

	Hours	Rate	Amount	
Engineer V				
Weich, Nicholas	1.75	188.00	329.00	
Architect IX				
Larrivee, Joseph	6.00	240.00	1,440.00	
Architect III				
Nelson, John	14.75	165.00	2,433.75	
Engineering Tech II				
Boyd, Nathan	9.00	108.00	972.00	
Totals	31.50		5,174.75	
Total Labor				5,174.75

Reimbursable Expenses

Reproduction / Printing			154.00	
Total Reimbursables			154.00	154.00

Billing Limits

	Current	Prior	To-Date	
Total Billings	5,328.75	10,053.75	15,382.50	
Limit			12,500.00	
Adjustment				-2,882.50

Total this Invoice

\$2,446.25

Billings to Date

	Current	Prior	Total
Prof Services	2,375.55	10,053.75	12,429.30
Reimbursables	70.70	0.00	70.70
Totals	2,446.25	10,053.75	12,500.00

email invoice to: kfeist@bisparks.org; accountspayable@bisparks.org

We appreciate your business. Please include invoice no. on check.

Bartlett & West

Driving Community and Industry Forward, Together.

Invoice

Remittance Address
For Payments Only:
P.O. Box 653
Wichita, KS 67201-0653

3456 East Century Avenue
Bismarck, ND 58503-0737
701.258.1110 FAX 701.258.1111
F.E.I.N. 48-0770612

Kevin Klipfel
Bismarck Parks & Recreation District
400 East Front Ave
Bismarck, ND 58504

July 2, 2026

Project No:

021822.001

Invoice No:

00730111106

Project Manager:

Joseph Larrivee

Client Contract No:

PO No:

Project 021822.001 Bismarck Parks & Rec - Task Order #1

Project Description: McDowell Dam Restroom Building

Professional Services from May 23, 2026 to June 26, 2026

Professional Personnel

Architect IX

Larrivee, Joseph

Totals

Total Labor

Hours

Rate

Amount

1.00

240.00

240.00

1.00

240.00

240.00

Reimbursable Expenses

Reproduction / Printing

Total Reimbursables

154.00

154.00

154.00

Total this Invoice

\$394.00

Billings to Date

Prof Services

Reimbursables

Totals

Current

240.00

Prior

14,988.50

Total

15,228.50

154.00

0.00

154.00

394.00

14,988.50

15,382.50

10,053.75

240.00

10,293.75

max \$12,500

01.12.000.570/00
consult
26.003

email invoice to: kklipfel@bisparks.org; kfeist@bisparks.org; accountspayable@bisparks.org

We appreciate your business. Please include invoice no. on check.

Bartlett & West

Driving Community and Industry Forward, Together.

Invoice Remittance Address
For Payments Only:
P.O. Box 653
Wichita, KS 67201-0653

3456 East Century Avenue
Bismarck, ND 58503-0737
701.258.1110 FAX 701.258.1111
F.E.I.N. 48-0770612

Kevin Klipfel
Bismarck Parks & Recreation District
400 East Front Ave
Bismarck, ND 58504

May 8, 2026
Project No: 021822.001
Invoice No: 00730110026
Project Manager: Joseph Larrivee
Client Contract No:
PO No:

Project 021822.001 Bismarck Parks & Rec - Task Order #1

Project Description: McDowell Dam Restroom Building

Professional Services from March 28, 2026 to April 24, 2026

Professional Personnel

	Hours	Rate	Amount
Engineer V			
Weich, Nicholas	1.75	188.00	329.00
Architect IX			
Larrivee, Joseph	5.00	240.00	1,200.00
Architect III			
Nelson, John	14.75	165.00	2,433.75
Engineering Tech II			
Boyd, Nathan	9.00	108.00	972.00
Totals	30.50		4,934.75
Total Labor			4,934.75
Total this Invoice			\$4,934.75

Billings to Date

	Current	Prior	Total
Prof Services	4,934.75	10,053.75	14,988.50
Totals	4,934.75	10,053.75	14,988.50

email invoice to: kklipfel@bisparks.org; kfeist@bisparks.org; accounts payable@bisparks.org

We appreciate your business. Please include invoice no. on check.

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

312 - 1000.00
904 - 221.20
960 - 316.00
933 - 2117.20

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

July 30, 2026

Invoice #694

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
7/1/2026 (960-2) Telephone call with Manager Mager regarding status of Knutson drain complaint; receipt and review of email correspondence between Knutson and Manager Mager.	0.40 316.00/hr	126.40
7/2/2026 (904) Telephone call with Manager Mischel regarding potential aeration of McDowell Dam; receipt and review of Harman Lake contract; discuss the same.	0.70 316.00/hr	221.20
7/6/2026 (910 B) Receipt and review of email trail of correspondence among DWR, HE, COE regarding alleged dredging along Hogue Island by landowner; follow-up telephone calls to Travis Johnson, Mike Gunsch regarding same; receipt and review of He drone photographs and related data from site.	1.00 316.00/hr	316.00
7/7/2026 (910 B) Review easements, COE/DWR/District agreements regarding Ponderosa Riverside Village plat title search.	1.50 316.00/hr	474.00
(910 B) Discussions with Mike Gunsch regarding historical, oral, and written agreements between and among COE, DWR, and District regarding Hogue Island operation, maintenance, and enforcement.	1.00 316.00/hr	316.00
(910 B) Legal research regarding District bases for statutory enforcement of sovereign lands landowner violations, relationship to COE and DWR regulatory authorities.	1.00 316.00/hr	316.00
7/8/2026 (312) Prepare for board meeting; attend board meeting.		1,000.00
7/23/2026 (910 B) Telephone call from Mike Gunsch regarding status of issues related to Hauer marina construction; receipt and review of email correspondence among principals regarding same.	0.70 316.00/hr	221.20

	<u>Hrs/Rate</u>	<u>Amount</u>
7/23/2026 (960-2) Telephone call from Mike Gunsch regarding updates on Long Lake, related administrative matter regarding same.	0.60 316.00/hr	189.60
(910 B) Followup telephone call to DWR General Counsel Jen Verlager regarding Hogue Island marina matter; follow-up email to Chairman Landenberger regarding same.	0.50 316.00/hr	158.00
7/24/2026 (910 B) Follow-up telephone calls to/from Mike Gunsch regarding Hogue Island marina dugout, possible effects upon upstream revetment, adjacent landowners.	0.50 316.00/hr	158.00
7/26/2026 Review Hauer marina data, aerals; follow-up telephone call to Mike Gunsch regarding same.	0.50 316.00/hr	158.00
For professional services rendered	8.40	\$3,654.40
Previous balance		\$1,979.60
Accounts receivable transactions		
7/10/2026 Payment - Thank You. Check No. 2375.		(\$1,979.60)
Total payments and adjustments		(\$1,979.60)
Balance due		<u>\$3,654.40</u>

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



PLEASE REMIT TO:
Braun Intertec Corporation
Lockbox 446035
PO Box 64384
St. Paul, MN 55164

[Braun Intertec Online Payment](#)

Telephone: 952.995.2000
Fed Tax ID: 41-1684205

INVOICE

Invoice #: IN1022004
Invoice date: 7/17/2026
Project ID: 10004319_001
Customer PO:

James Landenberger
Burleigh County Water Resource District
1926 Frontier Dr Ste B
Bismarck, ND 58504-6950

Hogue Island Slope Stability Analysis
10054 Island Road
Dunwoody Drive
Bismarck, ND 58503

For professional services from 06/10/2026 through 07/10/2026

Contract Details:

	Total Previous	Total this Invoice	Total to Date	Budget	Remaining	% of Budget
Geotechnical Evaluation						
Site Reconnaissance	339.00	0.00	339.00	694.00	355.00	48.8%
Drilling Services	1,173.00	0.00	1,173.00	834.00	(339.00)	140.6%
Drilling Services - Rig	0.00	0.00	0.00	2,502.00	2,502.00	0.0%
Geotechnical Soil Tests	1,292.00	0.00	1,292.00	1,664.00	372.00	77.6%
Evaluation, Analysis and Reporting	2,870.00	2,329.50	5,199.50	11,260.00	6,060.50	46.2%
Subtotal	\$5,674.00	\$2,329.50	\$8,003.50	\$16,954.00	\$8,950.50	47.2%

Subtotal \$2,329.50

Total this Invoice \$2,329.50

Billing Backup

Project Hogue Island Slope Stability Analysis

Qty/Hours Rate Amount

Geotechnical Evaluation

Evaluation, Analysis and Reporting

Labor Detail

Principal Engineer	2.00	315.00	630.00
Project Engineer	7.00	236.00	1,652.00
Project Manager	0.25	190.00	47.50

Task Subtotal	Evaluation, Analysis and Reporting		\$2,329.50
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Phase Subtotal	Geotechnical Evaluation		\$2,329.50
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Total this Invoice			\$2,329.50
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PLEASE REMIT TO:

Braun Intertec Corporation
Lockbox 446035
PO Box 64384
St. Paul, MN 55164
[Braun Intertec Online Payment](#)
Telephone: 952.995.2000
Fed Tax ID: 41-1684205

INVOICE

Invoice #: IN1022474
Invoice date: 7/23/2026
Project ID: B2503886
Customer PO:

James Landenberger
Burleigh County Water Resource District
1926 Frontier Dr Ste B
Bismarck, ND 58504-6950

Apple Creek Landslide
Sibley Drive
Burleigh County, ND

For professional services from 06/25/2026 through 07/17/2026

Contract Details:

	Total Previous	Total this Invoice	Total to Date	Budget	Remaining	% of Budget
Geotechnical Evaluation						
Task 1 - Site Visit Assistance	5,539.22	0.00	5,539.22	2,644.00	(2,895.22)	209.5%
Investigation Plan						
Task2 - Investigation/Drilling	47,487.07	0.00	47,487.07	39,660.00	(7,827.07)	119.7%
Geotechnical Soil Tests	7,520.50	0.00	7,520.50	6,992.00	(528.50)	107.6%
Collaboration						
Collaboration	11,140.25	78.75	11,219.00	9,450.00	(1,769.00)	118.7%
Photogrammatry Support						
Photogrammatry Support	22,270.74	0.00	22,270.74	1,940.00	(20,330.74)	1148.0%
BGC Engineering Services						
Landslide Evaluation	129,399.40	0.00	129,399.40	211,961.00	82,561.60	61.0%
Additional Monitoring						
Additional Monitoring	45,462.50	9,028.75	54,491.25	37,849.00	(16,642.25)	144.0%
Subtotal	\$268,819.68	\$9,107.50	\$277,927.18	\$310,496.00	\$32,568.82	89.5%
					Subtotal	\$9,107.50
					Total this Invoice	\$9,107.50

Billing Backup

Project Apple Creek Landslide

Qty/Hours Rate Amount

Collaboration**Collaboration****Labor Detail**

Principal Engineer

0.25

315.00

78.75

Task Subtotal Collaboration

\$78.75

Phase Subtotal Collaboration

\$78.75

Additional Monitoring**Additional Monitoring****Labor Detail**

Project Engineer

1.50

236.00

354.00

Project Manager

0.50

130.00

65.00

Staff Engineer

4.50

190.00

855.00

Expense Detail

BGC Engineering USA Inc.

1.00

7,754.75

7,754.75

Task Subtotal Additional Monitoring

\$9,028.75

Phase Subtotal Additional Monitoring

\$9,028.75

Total this Invoice

\$9,107.50



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

Date: July 31, 2026
Invoice #: 0000006130
Terms: Net

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

Total Due: \$2,465.00

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

Description	Amount	Total
Monthly Administrative Work-per agreement	\$2,375.00	\$2,375.00
Terminal Server Fees	\$90.00	\$90.00
Total:		\$2,465.00

Thank you for your business!



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

Date: June 30, 2026
Invoice #: 0000006090
Terms: Net

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

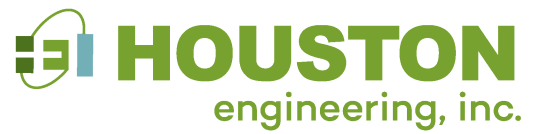
Total Due: \$54.60

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

Description	Amount	Total
June 2026 Presort Charges	\$54.60	\$54.60
Total:		\$54.60

Thank you for your business!

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: 83256
Date: August 06, 2026
Project Number: R006025-0034

Tschider Section 32 Rehabilitation

For Professional Services Rendered Through: August 01, 2026

001 - Initial Site Investigation Professional Services

	Hours	Rate	Amount
Engineer 11	2.50	255.00	\$637.50
Engineer 13	4.25	277.00	\$1,177.25
	6.75		\$1,814.75

001 - Initial Site Investigation Total: \$1,814.75

004 - Geotechnical Professional Services

	Hours	Rate	Amount
Engineer 11	3.50	255.00	\$892.50
	3.50		\$892.50

004 - Geotechnical Total: \$892.50

Invoice Total \$2,707.25

Outstanding Invoices

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

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

Billing Period: June 29, 2026 through August 1, 2026

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

Tasks Completed:

Phase (001) Initial Site Investigation

- Internal review and discussions regarding site conditions and design alternatives
- Status updates and communications with landowner
- Review of geotechnical report

Phase (004) Geotechnical

- Communications and coordination with geotechnical subconsultant
- Conference call with Geotechnical subconsultant to discuss objectives for Geotech report and recommendations
- Providing additional information to geotechnical subconsultant

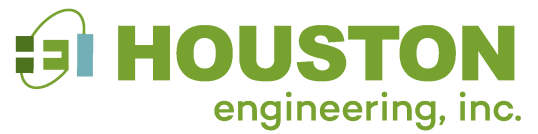
Comments and Issues

- Braun has conducted soil borings and preliminary soil profile data has been provided but full report not yet complete.
- Bathymetric survey has been completed at site
- Topographic information collected by Toman Engineering has been secured and has been incorporated into drawings.
- Additional surface topographic data has been collected to complete surface

See accompanying invoice for personnel cost breakdown.

Phase (001) Initial Site Investigation	\$ 1,814.75
Phase (004) Geotechnical	\$ 892.50
Total Invoice	\$ 2,707.25

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: 83258

Date: August 06, 2026

Project Number: R006025-0035

Kimball Bottoms and Kneifel Boat Ramp Dredging

For Professional Services Rendered Through: August 01, 2026

BCWRD - Permitting Costs

BCPB - Non-Permitting Costs Associated with Dredging Project

002 - Permitting

Professional Services

	Hours	Rate	Amount
Engineer 11	18.50	255.00	\$4,717.50
Engineer 13	.75	277.00	\$207.75
Engineer 9	14.25	234.00	\$3,334.50
	33.50		\$8,259.75

002 - Permitting Total: \$8,259.75

Invoice Total \$8,259.75

Outstanding Invoices

Invoice Number	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
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HEI Project No.: 6025-0035**BCWRD Account No.****Project Name:** Kimball Bottoms and Kneifel Boat Ramp Dredging

Billing Period: *through August 1, 2026*

Professional engineering services for permitting related to removal of accumulated sediment at the Kimball Bottoms and Kneifel boat ramps.

Tasks Completed:**Phase (002) Permitting**

- Completing and submitting Preconstruction Notice for Kimball and Kneifel boat ramp dredging to USACE
- Completing and submitting sovereign lands permit applications for Kimball and Kneifel boat ramp dredging
- Completing and submitting floodplain development permit application for Kimball and Kneifel boat ramp dredging

Comments and Issues

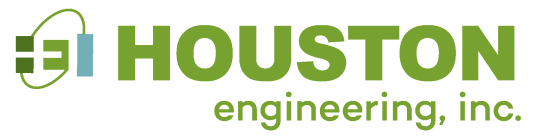
- Burleigh County Water Resource District has agreed to pay for permitting work associated with the Kimball and Kneifel dredging projects. Burleigh County Park Board will cover the remaining non-permitting costs.
- Dredging permit has been kept open in the event that the Misty Waters HOA elects to conduct additional dredging within the permitted dredging limits since the full permit quantity was not utilized.

See accompanying invoice for personnel cost breakdown.

<u>Phase (002) Permitting</u>	<u>\$ 8,259.75</u>
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Total Invoice \$ 8,259.75

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: 83259
Date: August 06, 2026
Project Number: R001032-0200

Apple-McDowell Water Supply Diversion

For Professional Services Rendered Through: August 01, 2026
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	1.00	255.00	\$255.00
	1.00		\$255.00
002 - ND Dept of Water Resources - Cost Share Total:			\$255.00

003 - Preliminary Design Professional Services

	Hours	Rate	Amount
Engineer 11	1.50	255.00	\$382.50
	1.50		\$382.50
003 - Preliminary Design Total:			\$382.50

004 - Easement Acquisition Professional Services

	Hours	Rate	Amount
Engineer 11	1.00	255.00	\$255.00
	1.00		\$255.00
004 - Easement Acquisition Total:			\$255.00

200 - Final Design Professional Services

	Hours	Rate	Amount
Engineer 11	9.00	255.00	\$2,295.00

Project R001032-0200 Apple-McDowell Water Supply Diversion			Invoice 83259
Technician 8	.50	187.00	\$93.50
	9.50		\$2,388.50

200 - Final Design Total:

\$2,388.50

Invoice Total	\$3,281.00
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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: *June 28, 2026, through August 1, 2026*

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

Phase (002) Cost Share

- Finalizing documentation for cost share agreement

Phase (003) Preliminary Design

- Transition into Final Design and client updates

Phase (004) Easement Acquisition

- Coordination to set up easement on McDowell Dam property

Phase (200) Final Design

- Flow calculations, sizing and review pump options
- Coordination with electrical subconsultant for electrical considerations
- Prepare intake site plan drawings for electrical subconsultant

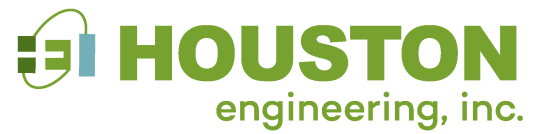
Comments:

- Easement process has now been completed and can move forward with final design
- Outdoor Heritage Fund grant application has been denied. A DWR preconstruction cost share application is being submitted through the 2026 Funding for Infrastructure in North Dakota (FIND) in Webgrants for design and permitting tasks. There was additional revision and clarification needed on the application as well as limiting the scope to just preconstruction work.
- Discussion of Garrison Diversion Funds, typically go to equipment. This type of project is not eligible.

See accompanying invoice and cost summary for personnel cost breakdown.

Phase (002) Cost Share	\$	255.00
Phase (003) Preliminary Design	\$	382.50
Phase (004) Easement Acquisition	\$	255.00
Phase (200) Final Design	\$	2,388.50
Total Invoice:	\$	3,281.00

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: 83260

Date: August 06, 2026

Project Number: R006025-0036

Long Lake Refuge - Water Management Complaint

For Professional Services Rendered Through: August 01, 2026

See PSR

000 - General Review & Startup - Documentation Creation

Professional Services

	Hours	Rate	Amount
Engineer 13	6.25	277.00	\$1,731.25
	6.25		\$1,731.25

000 - General Review & Startup - Documentation Creation Total: \$1,731.25

001 - Inter-County Coordination & Meetings

Outside Consultants

	Amount
Peritiacon LLC	\$5,070.00
	\$5,070.00

001 - Inter-County Coordination & Meetings Total: \$5,070.00

Invoice Total \$6,801.25

Outstanding Invoices

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

HEI Project No.:	6025-0036-004 and 001 : BCWRD
BCWRD Account No.	960 – Engineering
Project Name:	USFWS - Long Lake Refuge

Billing Period: *June 31, 2026, through August 1, 2026*

Professional engineering and administrative services related to evaluating the concerns and issues associated with the **USFWS - Long Lake Refuge** and the BCWRD's authorities to pursue a resolution to the issues identified in a summary provided by the Stutsman County Commission. The phases were established to provide direction on the process; however, things have evolved after discussions with the USFWS on the opportunities to improve water management.

- Continued communications with LLR Staff and Kidder County regarding letters to be written to request the USFWS review water management considerations.
- After the BCWRD letter the LLR took the initiative to request their headquarters review their system to address water management concerns. Discussions with LLR manager on the process that can be undertaken and future meetings.
- Peritiacon Services were provided during the period from January 1, 2026, to this invoice.
 - Meetings with LLR staff and latter with the Kidder County WRD related to the potential complaint process, at the direction of the BCWRD and HEI seeking information regarding landowner issues, which later changed the direction of the complaint process.
 - Meeting with the BCWRD managers and legal to review the options associated with the filing of complaints from the landowners.
 - Meeting with the LLR and conducting limited field observations to review the refuge management facilities and functional status.
 - Review and evaluated the information provided by the NDDWR and history of water use and management reports for many years since the 1980's. Noted the history of the water management issues and concerns that exist today and are the subject matter of concern. Also that they noted the overflow without a water level management system was problematic.
 - A subsequent meeting with BCWRD managers and legal regarding changes to the anticipated complaint process and shifted to collaborating and requesting the USFWS to voluntarily review their water management plans and operations.

Comments:

- Review, discussions and coordination between Kidder County and the LLR are occurring independently and not through the BCWRD.
- Peritiacon contract and invoice were reviewed by Board Manager prior to approval and posting for payment.

Phase (000) – General Review & Startup Document Creation	\$ 1,731.25
Phase (001) – Peritiacon, LLC (invoice)	\$ 5,070.00
Total Invoice	\$ 6,801.25

Peritiacon LLC

Innovative Solutions Powering Sustainable Futures

INVOICE

5601 Gold Dr.
Bismarck, ND 58503
701-552-5401

INVOICE NO. 2026HEILLR-1

DATE: 4-27-26

HEI NO. R006025-0036

TO:

ATTN: Michael H. Gunsch, PE CFM
Houston Engineering Inc.
3712 Lockport St.
Bismarck, ND 58503
701-323-0200

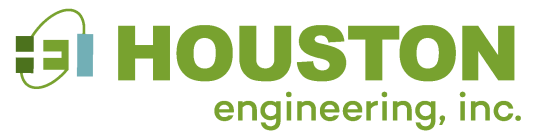
WORK AUTHORIZATION/SCOPE:

Facilitate discussions with LLNWR staff and key interdistrict stakeholders. Provide background information with respect to the refuge to HEI as relates to BCWRD and ongoing scope. Work completed through 4-17-2026

HOURS	TASK	HEI	DESCRIPTION	\$/HR	TOTAL
4.75	Meeting Prep	001	Joint Kidder County Commission & Water Resource District Meeting – Stutsman County Commissioners Present. Refuge system update - Interdistrict - <i>Discussion of POTENTIAL COMPLAINT PROCESS AND OPTIONS</i>	280.00	1330.00 <i>ok</i>
4.5	Meeting	001	Joint Kidder County Commission & Water Resource District Meeting – Stutsman County Commissioners Present. Refuge system update - Interdistrict - <i>Discussion of POTENTIAL COMPLAINT PROCESS AND OPTIONS</i>	280.00	1260.00 <i>ok</i>
4 8	Tech Review	000	Initial technical review of data, records, hydrology, hydraulics, hydro-geochemistry, and hydrogeology. Internal review of data from field logs, flight imagery, isotherms, and other multi-spectral data sets. <i>PROVIDED BY NDOWR.</i>	220.00	1760.00 <i>880.00</i>
4 8.25	Ops	002	Field observations, LLNWR HQ meeting/O&M discussions, water column depths volumetrics(H&H), field notes capturing flow dynamics.	250.00	2062.50 <i>1000.00</i>
3	Meetings	001	Meeting with BCWRD Managers/Staff - Planning – Size Up – <u>Vision/Strategies</u> <i>ROGER, DAVID, JAMES, MICHAEL</i>	220.00	660.00

*\$ 5670.00**HEI NO 6025-0036-001*

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: 83261

Date: August 06, 2026

Project Number: R081032-0100

McDowell Dam Recreation Area

For Professional Services Rendered Through: August 01, 2026

BCWRD Account No.: 905

See attached Project Status Report and Invoice Description.

001 - McDowell Dam Recreation Area

Professional Services

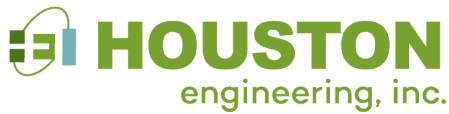
	Hours	Rate	Amount
Engineer 11	3.00	255.00	\$765.00
Engineer 13	7.25	277.00	\$2,008.25
	10.25		\$2,773.25

001 - McDowell Dam Recreation Area Total: \$2,773.25

Invoice Total \$2,773.25

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

Billing Period: *March 29, 2026, through August 1, 2026*

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

Phase (001) McDowell Dam Recreational Area

- Prepare presentation for SWR lower Missouri Regional Basin meeting
- Review and discussion of Sunflo aeration systems for water quality
- Review background on aeration systems in the prior study reports
- Contacts with Morton County WRD manager regarding their use and implementation of the Sunflo system installation and operations.
- Cost share discussions

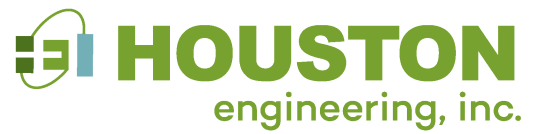
Comments:

- Board review of the value and cost of the aeration system continues, we have not provided any recommendation only suggestions regarding evaluation and use options.

See accompanying invoice and cost summary for personnel cost breakdown.

<u>Phase (001) McDowell Dam Recreational Area</u>	<u>\$ 2,773.25</u>
<u>Total Invoice</u>	<u>\$ 2,773.25</u>

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: 83262

Date: August 06, 2026

Project Number: R084241-0000

BCWRD - General Engineering Services

For Professional Services Rendered Through: August 01, 2026

Email Invoices: bcwrld1@gmail.com & dwrburleighwrld@gmail.com

BCWRD Project No.: 315 - Engineering Administration

See attached Project Status Report and Invoice Description.

Fee Services

000 - Burleigh Co. WRD - General

Burleigh Co. WRD - General Lump Sum Total: \$1,000.00

007 - General Services - Hourly

Professional Services

	Hours	Rate	Amount
Engineer 11	3.00	255.00	\$765.00
Engineer 13	9.25	277.00	\$2,562.25
Technician 8	.25	187.00	\$46.75
	12.50		\$3,374.00

007 - General Services - Hourly Total: \$3,374.00

Invoice Total \$4,374.00

Outstanding Invoices

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

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

Billing Period: *July 1, 2026, through August 1, 2026*

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

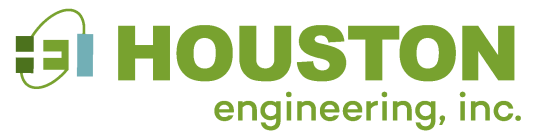
- **July Board Meeting**
- Meeting preparation and discussion
- Agenda updates
- Various BCWRD issues, contacts, and calls
- Hourly time as noted below

Comments:

- This invoice is for Board meeting related times along with limited contact and coordination items that are not project related. In accordance with Board direction, all costs associated with drainage complaints, stormwater plan review, and other project related activities are invoiced to assigned project numbers.
- The hourly time related to the following:
 - Attended South Bismarck Flood Control project design team meeting and discuss letter of support. Coordinate presentation to the Board at their July meeting and follow up. Update draft letter for signature.
 - Base Flood Elevation Memorandum update and hydrology associated with sedimentation and the impacts from the Oahe Delta formation. This was to be provided with the support letter as it may influence the South Bismarck Flood Control design project. This memorandum was not completed under this invoice as additional time was required prior to its completion.
 - Communications with landowners related to the Grande Prairie Estates private dam site restoration in the Hay Creek watershed.

Phase (000) General Services	\$ 1,000.00
Phase (007) Hourly Services	\$ 3,374.00
Total	\$ 4,374.00

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: 83263

Date: August 06, 2026

Project Number: R126025-0012

Missouri River Correctional Facility FHMP

For Professional Services Rendered Through: August 01, 2026

BCWRD Account No.: 937F-1

Work Order No. 18; Specific Authorization No. 25

See attached Project Status Report and Invoice Description.

900 - Operations and Maintenance Activities

Professional Services

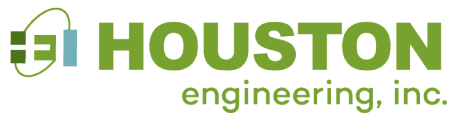
	Hours	Rate	Amount
Engineer 13	9.50	277.00	\$2,631.50
Engineer 9	.50	234.00	\$117.00
	10.00		\$2,748.50

900 - Operations and Maintenance Activities Total: \$2,748.50

Invoice Total \$2,748.50

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.:	6025-0012-600-005
BCWRD Account No.	937F-1
Project Name:	Missouri River Correction Facility FHMP

Billing Period: *May 23, 2026 through August 1, 2026*

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

Tasks Completed:

- Contact and communications with Board Secretary related to the uncreated Operations and Maintenance Account.
- Research history of bonding and project finance documents.
- Evaluated past documentation related to a summary memorandum that established the initial recommended value for the O&M account.
- Reviewed transactions and determined the balances and general journal accounting entries and corrections to establish the O&M account.

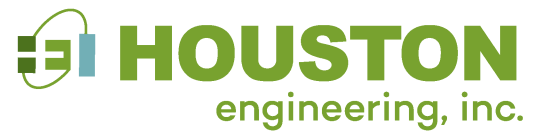
Comments and Issues:

- At this time the transactional review has been completed and the recommendation to the Board to create the O&M account for the MRCC project. This will separate the bond repayment fund from the O&M expenses.
- The next step will be to create a special assessment for 2026 to collect funds to offset the current negative balance and collect future funds for O&M expenses.

See accompanying invoice for personnel cost breakdown.

Phase (900) Operation and Maintenance Activities	\$	2,748.50
Total	\$	2,748.50

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: 83264

Date: August 06, 2026

Project Number: R146025-0018

Burleigh County WRD Drainage Complaints

For Professional Services Rendered Through: August 01, 2026

BCWRD Account No.: 960

See attached Project Status Report and Invoice Description.

000 - General Inquires

Professional Services

	Hours	Rate	Amount
Engineer 11	.50	255.00	\$127.50
Engineer 9	1.00	234.00	\$234.00
	1.50		\$361.50

000 - General Inquires Total: \$361.50

042 - Barb Knutson

Outside Consultants

	Amount
Peritiacon LLC	\$2,980.00
	\$2,980.00

042 - Barb Knutson Total: \$2,980.00

Invoice Total \$3,341.50

Outstanding Invoices

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

HEI Project No.:	6025-0018
BCWRD Account No.	960
Project Name:	Drainage Complaints

Billing Period: *June 1, 2026, through August 1, 2026*

Professional engineering and surveying services related to evaluating drainage complaints.

Phase (000) – General Inquires

- Contacts and communications with BC Planning Department:
 - Scott Sterling Missouri River Setback discussions – initial consultation

Phase (042) – Barb Knutson

- Meetings and discussions in office, and in the field with complainant
- Field observations to review and evaluate potential obstruction issues
- Identification of potential obstruction location and review history of the field crossing.
- Meeting with Board Manager, who completed the dismissal letter.

Comments:

- Review, discussions and coordination regarding Missouri River setback provisions, additional time is posted to another project number and invoiced separately.
- Peritiacon contract and invoice were reviewed by Board Manager prior to approval and posting for payment.

Phase (000) – General Inquires	\$ 361.50
Phase (042) – Barb Knutson	
<u>Peritiacon, LLC (invoice)</u>	<u>\$ 2,980.00</u>
Total Invoice	\$ 3,341.50

See accompanying invoice for personnel cost breakdown.



Innovative Solutions Powering Sustainable Futures

INVOICE

Peritiacon LLC

5601 Gold Dr.
Bismarck, ND 58503
(701) 552-5401
josh.loosmore@peritiacon.com

INVOICE NO.
DATE
CUSTOMER ID

2026HEI6025-0018-042 Barb Knutson - I
4/27/2026
HEI No. 6025-0018-042 Barb Knutson

TO

ATTN: Michael H. Gunsch, PE CFM
Houston Engineering Inc.
3712 Lockport St.
Bismarck, ND 58503
(701) 323-0200

Project	PAYMENT TERMS
BCWRD Drainage Complaint - 6025-0018-042 Barb Knutson - Thru 4-17-26	Due on receipt of funds from BCWRD

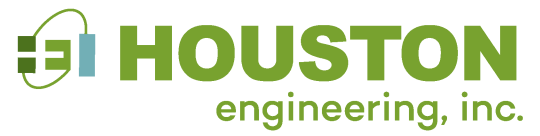
DESCRIPTION	QUANTITY (% Complete)	AMOUNT	TOTAL
Phase 001 - Communications/Meetings	1.00	\$935.00	350 @ 280.00 425 @ 280.00 \$935.00 980.00
Phase 002 - Hydrologic Watershed Evaluation	1.00	\$0.00	\$0.00
Phase 003 - Ground Water Influence Review	1.00	\$560.00	\$560.00
Phase 004 - Field Testing/Data Collection/Monitoring	1.00	\$2,030.00	8 @ 250.00 \$2,030.00 2000.00
Phase 005 - Findings Analysis & Review	1.00	\$0.00	\$0.00
Phase 006 - Other (noted when applicable)	1.00	\$0.00	\$0.00
TOTAL DUE			\$3,525.00 2980.00

Make all checks payable to Peritiacon LLC.

THANK YOU FOR YOUR BUSINESS!

HEI No. 6025-0018-042

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: 83265
Date: August 06, 2026
Project Number: R146025-0021

Missouri River Bank Stabilization Issues

For Professional Services Rendered Through: August 01, 2026
BCWRD Account No.: 937I-1

See attached Project Status Report and Invoice Description.

009 - Roger Kjonaas Hardpoint Evaluation Professional Services

	Hours	Rate	Amount
Engineer 11	5.50	255.00	\$1,402.50
	5.50		\$1,402.50
009 - Roger Kjonaas Hardpoint Evaluation Total:			\$1,402.50

010 - General Work Professional Services

	Hours	Rate	Amount
Engineer 13	6.25	277.00	\$1,731.25
	6.25		\$1,731.25
010 - General Work Total:			\$1,731.25

011 - Lariat Loop Easement Violation Professional Services

	Hours	Rate	Amount
Engineer 11	17.00	255.00	\$4,335.00
Engineer 13	21.25	277.00	\$5,886.25
Engineer 9	4.25	234.00	\$994.50
	42.50		\$11,215.75
011 - Lariat Loop Easement Violation Total:			\$11,215.75

Invoice Total \$14,349.50

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

Billing Period: June 1, 2026 through August 1, 2026

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

Tasks Completed:

Phase (009) Roger Kjonaas Hardpoint Evaluation

- Contact with Roger Kjonaas to discuss site conditions
- Meeting on site with Roger Kjonaas to review conditions and discuss access
- Update to BCWRD

Phase (010) General Work

- Misty Water Variance Request
- Communications regarding setback components and HOA covenants

Phase (011) Lariat Loop Easement Violation

- Follow up on complaint and investigation into violation and unauthorized excavation on USACE jetty/levee
- Research into property ownership, existing easements and floodplain
- Review and distribution of imagery from site
- Set up meetings with multiple agencies with jurisdiction over the affected property
- Agency updates, discussion and coordination
- Research into enforcement options
- Review of County Floodplain Administrator actions and previous ETA status

Comments and Issues

- Kjonaas hardpoint is being monitored for further deterioration and status
- A serious violation has occurred on a Section 32 earth fill rock jetty on the north end of the Ponderosa Riverside Subdivision immediately downstream from the Hoge Island boat ramp with multiple jurisdictions affected.
- Violation consists of unauthorized Missouri River excavation on sovereign lands and possible damage to the USACE structure. There are multiple agencies involved in this issue and coordination on enforcement is ongoing.

See accompanying invoice for personnel cost breakdown.

Phase (009) Roger Kjonaas Hardpoint Evaluation	\$ 1,402.50
Phase (010) General Work	\$ 1,731.25
Phase (011) Lariat Loop Easement Violation	\$ 11,215.75
Total Invoice	\$ 14,349.00



1500 E Capitol Ave
Bismarck, ND 58501

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

Invoice #	Date
3421	7/8/2026
Account Number	
BURLCOU-05	
Amount Due	
\$2,427.00	
Balance Due On	
7/8/2026	

Property	Policy Number: FT-1914-07		Effective: 7/1/2026 to 7/1/2027	
Item #	Due Date	Description	Amount	
85852	7/8/2026	Renewal of Property Effective 7/1/2026	\$2,427.00	
Total Invoice Balance:			\$2,427.00	



1500 E Capitol Ave
Bismarck, ND 58501

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

Invoice #	Date
3422	7/8/2026
Account Number	BURLCOU-05
Amount Due	\$5,518.00
Balance Due On	7/8/2026

Business Auto		Policy Number: BA-0002495-03	Effective: 7/1/2026	to 7/1/2027
Item #	Due Date	Description	Amount	
85854	7/8/2026	Renewal of Business Auto Effective 7/1/2026	\$130.00	
General Liability		Policy Number: GL-0003401-13	Effective: 7/1/2026	to 7/1/2027
Item #	Due Date	Description	Amount	
85853	7/8/2026	Renewal of General Liability Effective 7/1/2026	\$5,104.00	
Equipment Floater / Inland Marine		Policy Number: IM-000444-02	Effective: 7/1/2026	to 7/1/2027
Item #	Due Date	Description	Amount	
85855	7/8/2026	Renewal of Equipment Floater / Inland Marine Effective 7/1/2026	\$284.00	
Total Invoice Balance:			\$5,518.00	