

Outdoor Heritage Fund Grant Application



Instructions

After completing the form, applications and supporting documentation may be submitted by e-mail to ndicgrants@nd.gov. It is preferred that only electronic copies are submitted.

You are not limited to the spacing provided, except in those instances where there is a limit on the number of words. If you need additional space, please indicate that on the application form, answer the question on a separate page, and include with your submission.

The application and all attachments must be received by the application deadline. You may submit your application at any time prior to the application deadline. **Applicants are strongly encouraged to submit applications prior to the deadline for staff review in order ensure that proposals will be complete when submitted on deadline date.** Incomplete applications may not be considered for funding.

Please review the back of this form to determine project eligibility, definitions, budget criteria, and statutory requirements.

Project Name: Tobacco Gardens Dredging Project

Name of Organization: McKenzie County Park Board

Federal Tax ID#: 45-6002224

Contact Person/Title: Terry Moe

Address: McKenzie County Park Board
201 5th Street NW

City: Watford City

State: North Dakota

Zip Code: 58854

E-mail Address: tmoe369@gmail.com

Web Site Address <https://county.mckenzi county.net>

Phone: (701)-444-3616

List names of co-applicants if this is a joint proposal

MAJOR Directive:

Choose only one response

Directive A. Providing access to private and public lands for sportsmen, including projects that create fish and wildlife habitat and provide access for sportsmen;

Directive B. Improving, maintaining and restoring water quality, soil conditions, plant diversity, animal systems and by supporting other practices of stewardship to enhance farming and ranching;

Directive C. Developing, enhancing, conserving and restoring wildlife and fish habitat on private and public lands; and

Directive D. Conserving natural areas and creating other areas for recreation through the establishment and development of parks and other recreation areas.

Additional Directive:

Choose all that apply

Directive A.

Directive B.

Directive C.

Directive D.

Type of organization:

State Agency

Political Subdivision

Tribal Entity

Tax-exempt, nonprofit corporation.

Abstract/Executive Summary.

Summarize the project, including its objectives, expected results, duration, total project costs and participants. (no more than 500 words)

Dredging the silt sediment and embankment erosion at the South Boat ramp at Tobacco Gardens Marina to allow access to this area for fueling and docking during low water periods. Placing riprap on embankment at entrance to channel to prevent embankment from eroding and filling the channel.

Project Duration: September 2024 – April 2025

Indicate the intended schedule for drawing down OHF funds: September 2024 – April 2025

Amount of Grant request: \$926,622.00

Total Project Costs: \$1,235,496.00

Note: in-kind and indirect costs can be used for matching funds.

Amount of Matching Funds: \$308,874.00

A minimum of 25% Match Funding is required. Indicate if the matching funds will be in-kind, indirect or cash. Please provide verification that these matching funds are available for your project. Note that effective as of July 1, 2015 no State General Fund dollars can be used for a match unless funding was legislatively appropriated for that purpose.

Amount of Match	Funding Source	Type of Match (Cash, In-kind or Indirect)
\$308,874.00	McKenzie County	Cash
\$		
\$		
\$		
\$		
\$		

Certifications

I certify that this application has been made with the support of the governing body and chief executive of my organization.

I certify that if awarded grant funding none of the funding will be used for any of the exemptions noted in the back of this application.

Narrative

Organization Information – Briefly summarize your organization’s history, mission, current programs and activities.

Include an overview of your organizational structure, including board, staff and volunteer involvement. (no more than 300 words)

McKenzie County Park Board has been established for decades. The park board has worked on many various projects working to enhance parks throughout the county over the years. The park board has worked and funded projects for the parks in Grassy Butte, Tobacco gardens, Keene, Arnegard, Lewis and Clark and Sun Park. Projects included updating playground equipment, general park improvement projects and maintenance of existing park equipment.

Purpose of Grant – Describe the proposed project identifying how the project will meet the specific directive(s) of the Outdoor Heritage Fund Program

Identify project goals, strategies and benefits and your timetable for implementation. Include information about the need for the project and whether there is urgency for funding. Indicate if this is a new project or if it is replacing funding that is no longer available to your organization. Identify any innovative features or processes of your project. Note: if your proposal provides funding to an individual, the names of the recipients must be reported to the Industrial Commission/Outdoor Heritage Fund. These names will be disclosed upon request.

For tree/shrub/grass plantings: provide a planting plan describing the site design, planting methods, number of trees/shrubs by species and stock size, grass species and future maintenance. A statement certifying that the applicant will adhere to USDA-NRCS tree/shrub/grass planting specifications along with the name of the governmental entity designing the planting may be substituted for a planting plan.

For projects including Section 319 funding: provide in detail the specific best management practices that will be implemented and the specific projects for which you are seeking funding.

For projects including fencing: A minimum cost share of 40% by the recipient is preferred. Include detailed information on the type of fencing to be installed, whether funding is requested for boundary fencing, new or replacement of existing fencing, and/or cross fencing.

Currently the channel leading to the boat ramp has experienced slope erosion, this material has created a shallow region between the banks prohibiting people from being able to utilize the south boat ramp during low water periods. The plan is to restore the channel to a consistent depth and to armor the bank to prevent any further erosion. This will allow the fueling station and docking area to be utilize at the marina and provide the public to a additional boat ramp that has bee unusable off and on throughout low water periods during the years.

Is this project part of a Comprehensive Conservation Plan? Yes No

If yes, provide a copy with the application.

Note: Projects involving buildings and infrastructure will only be considered if part of a Comprehensive Conservation Plan. Please refer to the “Definitions” section at the back of the form for more details.

Management of Project – Provide a description of how you will manage and oversee the project to ensure it is carried out on schedule and in a manner that best ensures its objectives will be met.

Include a brief background and work experience for those managing the project.

Construction management services provided by Brosz Engineering Inc. Full time inspection with weekly production meetings and Bi-Weekly pay estimates.

Evaluation – Describe your plan to document progress and results.

Please be specific on the methods you will utilize to measure success. Note that regular reporting, final evaluation and expenditure reports will be required for every grant awarded.

Through full time inspection, Daily diary reports will be filled out with description of work performed that day. These reports will also include equipment used, project personnel, weather, and timeframe of work.

Financial Information

Project Budget – Use the table below to provide an itemized list of project expenses and describe the matching funds being utilized for this project.

Indicate if the matching funds are in the form of cash, indirect costs or in-kind services. The budget should identify all other committed funding sources and the amount of funding from each source. **A minimum of 25% match funding is required.** An application will be scored higher the greater the amount of match funding provided. (See Scoring Form.)

Certain values have been identified for in-kind services as detailed under “Budget Information” at the back of this form. Refer to that section and utilize these values in identifying your matching funds.

NOTE: No indirect costs will be funded. Supporting documentation for project expenses, including bids, must be included or application will be considered incomplete.

Project Expense	OHF Request	Applicant's Match Share (Cash)	Applicant's Match Share (In-Kind)	Applicant's Match Share (Indirect)	Other Project Sponsor's Share	Total Each Project Expense
Tobacco Gardens Dredging Project	\$926,622.00	\$308,874.00	\$	\$	\$	\$1,235,496.00
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
Total Costs	\$	\$	\$	\$	\$	\$

Note: Costs for seeding, fencing, pipelines, wells, and cover crops cannot exceed NRCS Field Office Tech Guide without justification. Projects involving perimeter fencing must follow NRCS eligibility standards.

Budget Narrative – Use the space below to provide additional detail regarding project expenses.

See project plans for details regarding project expenses

Sustainability – Indicate how the project will be funded or sustained in future years.

Include information on the sustainability of this project after OHF funds have been expended and whether the sustainability will be in the form of ongoing management or additional funding from a different source.

By placing riprap along the banks at the entrance of the channel the idea is the banks will not erode into the channel anymore. This will then be self-sustaining once the proper protection is installed.

Partial Funding – Indicate how the project will be affected if less funding is available than that requested.

Less funding will cause the project to be downscaled, which will create less dredging. Less riprap will be installed potentially making further erosion and issue. Essentially the project may not be able resolve all the issues that have created this situation.

Partnership Recognition - If you are a successful recipient of Outdoor Heritage Fund dollars, how would you recognize the Outdoor Heritage Fund partnership? * *There must be signage at the location of the project acknowledging OHF funding when appropriate.*

The park board would provide the signs in recognition of the funding allocated by the HOF funding in honor of the OHF funding.

Awarding of Grants - Review the appropriate sample contract for your organization on the website at <http://www.nd.gov/ndic/outdoor-infopage.htm>.

Can you meet all the provisions of the sample contract? Yes No

If there are provisions in that contract that your organization is unable to meet, please indicate below what those provisions would be:

ABOUT OHF:

The purpose of the North Dakota Outdoor Heritage Fund is to provide funding to state agencies, tribal governments, political subdivisions, and nonprofit organizations, with higher priority given to projects that enhance **conservation** practices in this state by:

Directive A. Providing access to private and public lands for sportsmen, including projects that create fish and wildlife habitat and provide access for sportsmen;

Directive B. Improving, maintaining and restoring water quality, soil conditions, plant diversity, animal systems and by supporting other practices of stewardship to enhance farming and ranching;

Directive C. Developing, enhancing, conserving and restoring wildlife and fish habitat on private and public lands; and

Directive D. Conserving natural areas and creating other areas for recreation through the establishment and development of parks and other recreation areas.

EXEMPTIONS

Outdoor Heritage Fund grants may not be used to finance the following:

- Litigation;
- Lobbying activities;
- Any activity that would interfere, disrupt, or prevent activities associated with surface coal mining operations; sand, gravel, or scoria extraction activities; oil and gas operations; or other energy facility or infrastructure development;
- The acquisition of land or to encumber any land for a term longer than twenty years; or
- Projects outside this state or projects that are beyond the scope of defined activities that fulfill the purposes of Chapter 54-17.8 of the North Dakota Century Code.

OHF funds may not be used, except after a finding of exceptional circumstances by the Industrial Commission, to finance:

- A completed project or project commenced before the grant application is submitted;
- A feasibility or research study;
- Maintenance costs;
- A paving project for a road or parking lot;
- A swimming pool or aquatic park;
- Personal property that is not affixed to the land;
- Playground equipment, except that grant funds may be provided for up to 25% of the cost of the equipment not exceeding \$10,000 per project and all playground equipment grants may not exceed 5% of the total grants per year (see Definitions/Clarifications for how this will be calculated);
- Staffing or outside consultants except for costs for staffing or an outside consultant to design and implement an approved project based on the documented need of the applicant and the expenditures may not exceed 5% of the grant to a grantee if the grant exceeds \$250,000 and expenditures may not exceed 10% of the grant to a grantee if the grant is \$250,000 or less (see Definitions/Clarifications for how this will be calculated);
- A building except for a building that is included as part of a comprehensive conservation plan for a new or expanded recreational project (see Definitions/Clarifications for definition of comprehensive conservation plan and new or expanded recreational project); or
- A project in which the applicant is not directly involved in the execution and completion of the project.

The goal of the Industrial Commission is that at a minimum 15% of the funding received for a biennium will be given priority for recreation projects that meet Directive D.

The following projects are not eligible for funding, unless there is a finding of exceptional circumstances by the Industrial Commission include:

- Construction or refurbishment of indoor/outdoor ice rinks,
- Construction or refurbishment of indoor/outdoor athletic courts and sports fields,
- Other substantially similar facilities.
- Infrastructure that is not part of a comprehensive conservation plan.
- Projects not meeting a minimum funding request of \$2,500.

Budget Information

In-kind services used to match the request for Outdoor Heritage Fund dollars shall be valued as follows:

- Labor costs \$15.00 an hour
- Land costs Average rent costs for the county as shown in the most recent publication of the USDA, National Agricultural Statistics Services, North Dakota Field Office
- Permanent Equipment Any equipment purchased must be listed separately with documentation showing actual cost. (For example: playground equipment)
- Equipment usage Actual documentation
- Seed & Seedlings Actual documentation
- Transportation Mileage at federal rate
- Supplies & materials Actual documentation

More categories will be added as we better understand the types of applications that will be submitted. We will use as our basis for these standards other State and Federal programs that have established rates. For example, the North Dakota Nonpoint Source Pollution Management Program has established rates. If your project includes work that has an established rate under another State Program, please use those rates and note your source.

Definitions/Clarifications:

Building - Defined as "A structure with a roof either with walls or without walls and is attached to the ground in a permanent nature."

Comprehensive Conservation Plan - Defined as "A detailed plan that has been formally adopted by the governing board which includes goals and objectives--both short and long term, must show how this building will enhance the overall conservation goals of the project and the protection or preservation of wildlife and fish habitat or natural areas." This does not need to be a complex multi-page document. It could be included as a part of the application or be an attachment.

New and Expanded Recreational Project means that the proposed building cannot be a replacement of a current building. The proposed building must also be related to either a new or expanded recreational project--either an expansion in land or an expansion of an existing building or in the opportunities for recreation at the project site.

Playground equipment calculation - Only the actual costs of the playground equipment (a bid or invoice showing the amount of the equipment costs must be provided) - cannot include freight or installation or surface materials or removal of old equipment, etc.

Staffing/Outside Consultants Costs - If you are requesting OHF funding for staffing or for an outside consultant, you must provide information in your application on the need for OHF funding to cover these costs. For example, if you are an entity that has engineering staff you must explain why you don't have sufficient staff to do the work or if specific expertise is needed or whatever the reason is for your entity to retain an outside consultant. If it is a request for reimbursement for staff time then a written explanation is required in the application of why OHF funding is needed to pay for the costs of that staff member(s)' time. **The budget form must reflect on a separate line item the specific amount that is being requested for staffing and/or the hiring of an outside consultant.** This separate line item will then be used to make the calculation of 5% or 10% as outlined in the law. Note that the calculation will be made on the grant less the costs for the consultant or staff.

Maintenance - Activities that preserve or keep infrastructure in a given existing condition, including repairs. Repair means to restore to sound condition after damage, to renew or refresh; except repairs due to damage caused by Acts of God.

Scoring of Grants

Oral Presentation. Please note that you will be given an opportunity to make a ten-minute Oral Presentation at a meeting of the Outdoor Heritage Fund Advisory Board. These presentations are strongly encouraged.

Open Record. Please note that your application and any attachments will be open records as defined by law and will be posted on the Industrial Commission/Outdoor Heritage Fund website.

All applications will be scored by the Outdoor Heritage Fund Advisory Board after your ten-minute oral presentation. The ranking form that will be used by the Board is available on the website at <http://www.nd.gov/ndic/outdoor-infopage.htm> .

Awarding of Grants

All decisions on requests will be reported to applicants no later than 30 days after Industrial Commission consideration. The Commission can set a limit on duration of an offer on each application or if there isn't a specific date indicated in the application for implementation of the project, then the applicant has until the next Outdoor Heritage Fund Advisory Board regular meeting to sign the contract and get the project underway or the commitment for funding will be terminated and the applicant may resubmit for funding. Applicants whose proposals have been approved will receive a contract outlining the terms and conditions of the grant.

Responsibility of Recipient

The recipient of any grant from the Industrial Commission must use the funds awarded for the specific purpose described in the grant application and in accordance with the contract. The recipient cannot use any of the funds for the purposes stated under Exemptions on the first page of this application.

If you have any questions about the application, the Commission can be reached at 701-328-3722 or outdoorheritage@nd.gov.

Revised: November 4, 2019, April 12, 2023

DESIGN DATA	

MCKENZIE COUNTY

Tobacco Gardens Marina Dredging

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	N18-W1013	1	1

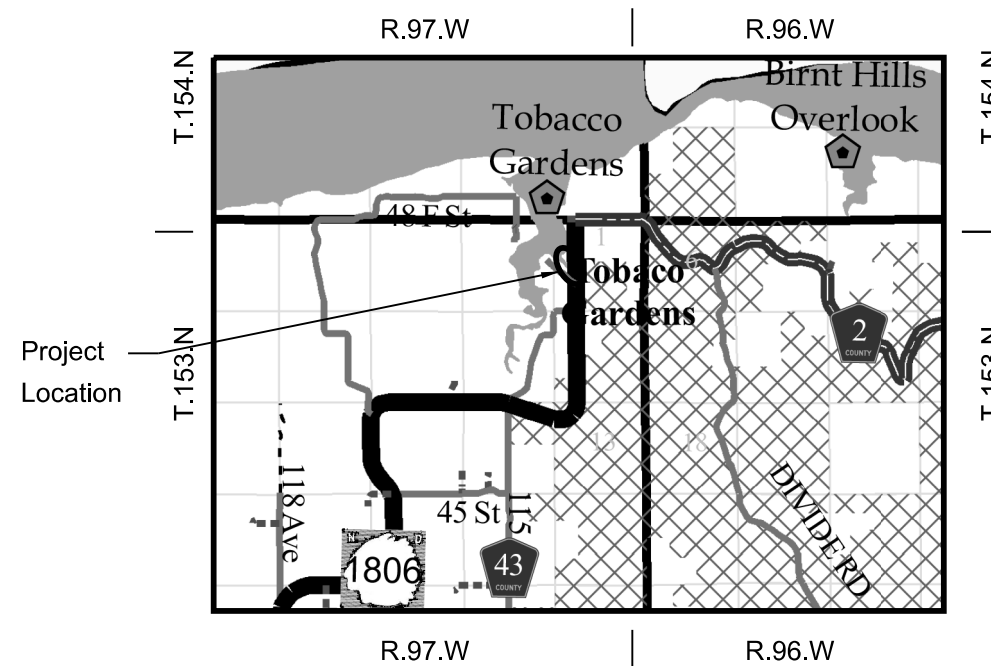
N18-W1013

Tobacco Gardens
Mckenzie County

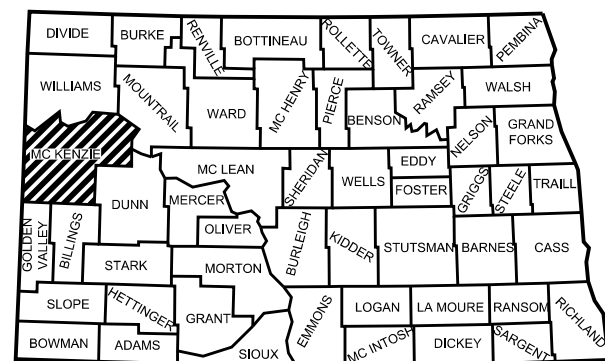
Lake Sakakawea
Dredging & Riprap

INDEX OF SHEETS

SECTION	DESCRIPTION
01	COVER SHEET
06	PLAN NOTES, ESTIMATE OF QUANTITIES, TYPICAL SECTION
60	PLAN, PROFILE, PHASE 1 TO 3
200	CROSS SECTIONS




**PROJECT LOCATION MAP
MCKENZIE COUNTY, ND**



STATE COUNTY MAP

DESIGNERS
Nathan Berens, PE
Brady Bertram, PE



McKenzie County

APPROVED DATE _____

MCKENZIE COUNTY ENGINEER

I hereby certify that the attached plans were prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the state of ND.

APPROVED DATE _____

BROSZ ENGINEERING

This document is preliminary and not for construction or implementation purposes.

PRELIMINARY

ESTIMATE OF QUANTITIES

BASE BID

SPEC	CODE	ITEM DESCRIPTION	UNIT	QUANTITY
103	0100	CONTRACT BOND	L SUM	1
201	0001	MECHANICAL DREDGING	CY	10900
201	0002	DEWATERING	L SUM	1
203	0109	TOPSOIL	CY	50
256	0300	RIPRAP - GRADE III	CY	1800
262	0100	FLOTATION SILT CURTAIN	LF	520
702	0100	MOBILIZATION	LSUM	1
709	0155	GEOSYNTHETIC MATERIAL TYPE RR	SY	2146

CONTAINMENT BERM - OPTION 1

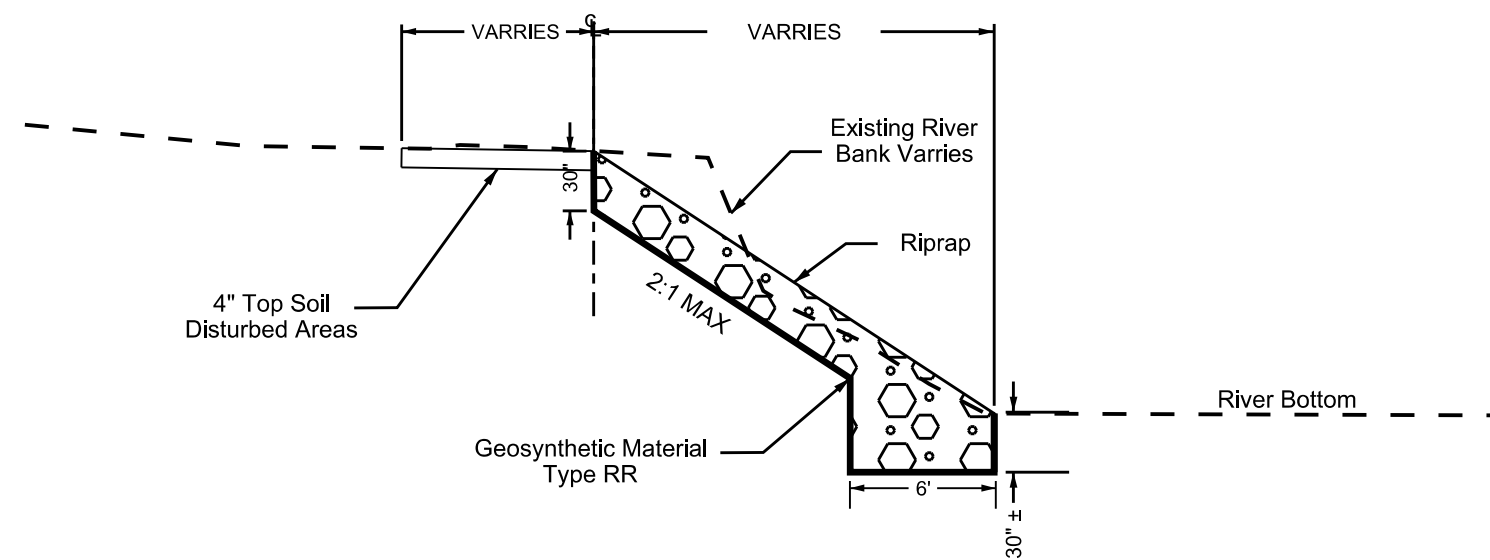
SPEC	CODE	ITEM DESCRIPTION	UNIT	QUANTITY
203	0140	BORROW EXCAVATION	CY	1350

CONTAINMENT BERM - OPTION 2

SPEC	CODE	ITEM DESCRIPTION	UNIT	QUANTITY
203	0140	BORROW EXCAVATION	CY	3195

CONTAINMENT BERM - OPTION 3

SPEC	CODE	ITEM DESCRIPTION	UNIT	QUANTITY
203	0140	BORROW EXCAVATION	CY	10880



Typical Section - Riprap Placement

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PRELIMINARY

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	N18-W1013	6	2

NOTES

100-P01 GENERAL: The Owner shall complete the following items.

- Arrange all Temporary Easements
- Arrange for and provide USACE Section 404 Permit.

It shall be the Contractor's responsibility to contact and coordinate their work schedule with the landowners, McKenzie County, Watford City Parks Board, and Utility companies. The contractor is responsible for contacting all utilities prior to construction as they may not all be shown in the plans and specifications. The Contractor may have to work around power poles, power lines, telephone lines, pipelines, and other structures located by the boat ramps at the Tobacco Gardens Marina. The Contractor shall protect these utilities/ structures and any damage to these utilities/ structures will be repaired at the cost of the contractor.

105-P01 PAVEMENT PROTECTION:

The Contractor shall protect the existing pavement outside of the construction limits during the course of construction. Surface repair which is required because of the Contractors operations shall be repaired at the cost of the contractor.

105-P02 CONSTRUCTION STAKES, LINES, AND GRADES: The Engineer will provide data to establish elevation and control at the project location. The Contractor is responsible to provide GPS equipment required to successfully complete the dredging of Tobacco Gardens to depths as shown on the plans.

107-P01 STORM WATER POLLUTION PREVENTION PLAN (SWPPP):

The Contractor shall submit a copy of the SWPPP to the Engineer before starting work. The SWPPP shall include erosion and pollution controls for all areas disturbed in the performance of the work. Contractor shall follow all requirements of the NDR10-0000, permit Authorization to Discharge Under the North Dakota Pollutants Discharge Elimination System (NDPDES). Permitting, Stormwater Discharge Requirements, Monitoring, and Standard Conditions are covered under the NDR10-0000.

107-P02 HAUL ROADS: Before submitting a proposal, contact the appropriate State, County, Township, or City officials to determine if there are any roadways that will be designated as "no haul routes".

107-P03 HAUL ROAD MAINTENANCE: The contractor will be required to maintain the haul route throughout the project. Portions of the haul route is used by public traffic and shall be maintained to a safe condition and adequately accommodates public traffic. The Contractor will be required to provide equipment needed to perform necessary maintenance of the haul roads for the entirety of the project. "Trucks Entering" signs may be utilized at any intersections if found necessary.

The Engineer shall determine additional dust control and maintenance per the haul route conditions. The Contractor shall be able to complete the dust control or maintenance on the haul route within 12 hours of notification by the Engineer.

Hauling shall cease at any time the road becomes dangerous for the traveling public or if excessive dust reduces visibility.

107-P04 AQUATIC NUISANCE SPECIES: The Contractor must comply with all North Dakota Aquatic Nuisance Species (ANS) rules, regulations, and statutes as regulated by the State of North Dakota. If equipment has worked within a waterway recently, it shall not be allowed onsite until proper procedures have been followed to remove and ensure it is free from ANS. A form shall be submitted by the Contractor prior to the Pre-Construction Meeting stating the locations of work equipment has operated in the previous 30 days to the Engineer and Owner for approval. Form shall be approved prior to mobilizing equipment onsite. Any additional equipment required during the project shall also be submitted for approval.

108-P01 NIGHT-TIME WORK HOURS: No work will be performed during night-time hours without prior written approval from the Project Engineer. Night-time hours shall be considered sunset to sunrise.

108-P02 SUNDAY WORK: No work shall be performed on Sunday without prior written approval from the Project Engineer.

202-P01 REMOVE, HAUL, AND DISPOSE OF DREDGING MATERIAL: Dredging Material shall be defined as all material removed from Tobacco Gardens. Disposal of Dredged Material shall be placed at the disposal site in a manner to maintain accessibility and positive drainage throughout construction. The Contractor shall be required to maintain the Disposal Area and shall not be allowed to place materials offsite at any time. If surfacing is required for the Contractors construction methods, within the Disposal Area, it shall be furnished and installed by the Contractor at no additional cost to the project.

The Dredged Material shall be measured by the cubic yard and computed by surface to surface modeling from survey completed by the Engineer. Additional survey completed by the Contractor shall be at no additional cost to the Owner.

All hauling, haul roads, drying, placement, compaction, disposing, and incidentals shall be included in the unit price bid per cubic yard for the bid item "Mechanical Dredging".

203-P01 AVERAGE HAUL: No average haul has been computed for this project. Contractor will not receive additional haul compensation due to unforeseen field conditions or contract changes. This includes but is not limited to haul inefficiencies as well as overhaul. This note is applicable, but not limited to Mechanical Dredged material quantities.

203-P02 BORROW EXCAVATION: All Borrow material shall be obtained offsite from a pit or adjacent landowner. Borrow material shall be compacted to 95% of ND T 180 with lifts

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PRELIMINARY

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NOTES

to not exceed 1 ft in height. Borrow material shall be impermeable to prevent the infiltration of water into the work area. If a plastic liner is needed on the containment berm, the plastic liner shall be engineer approved prior to installation. The plastic liner will be incidental to the bid item "Borrow Excavation" per unit CY. All Borrow material is temporary and the work shall consist of excavation from source, hauling to the containment berm location, building the containment berm, reclaiming the containment berm and returning the channel to original/better condition once dredging work is completed, hauling and disposing of borrow material off site. All cost associated with the listed work shall be paid for by bid item "Borrow Excavation" per unit CY.

- 203-P03 TOPSOIL: Any disturbed areas within the Tobacco Gardens Marina shall have a minimum of 4" topsoil placed when construction is finished. These disturbed areas shall be seeded and stabilized. There is 50 CY of topsoil to be used at the discretion of the engineer. All cost associated with hauling, placing, grading, seeding and stabilizing of topsoil shall be included in the unit price per CY of Topsoil. No additional payment shall be made for seeding or stabilization.
- 203-P04 RIPRAP – GRADE III: All riprap sources hauled onsite shall have Cultural Clearance from the State Historic Preservation (SHPO) and be permitted by the North Dakota Department of Environmental Quality (NDDEQ). The Contractor shall submit the source location of the riprap with applicable ND pit number prior to start of construction for engineer approval.
- 702-P01 MOBILIZATION: All contract revisions made by the Owner or requested by the Contractor shall be made as specified in Section 104.02A and payment shall be made as specified in Section 109.02. No additional Mobilization fees will be added for additional contracted items requested by the Owner or Engineer not identified in the original plans on or adjacent to the Project Limits. Project limits shall include all existing and new right-of-way and easements.
- 704-P01 TRAFFIC CONTROL SUPERVISOR: Provide a Traffic Control Supervisor.
- 704-P02 TEMPORARY DRAINAGE: Provide drainage throughout the duration of construction. Include the cost of providing temporary drainage in the bid price for other items.
- 704-P03 CONTRACTOR TRAFFIC CONTROL METHODS: Any time the contractor performs operations which involve equipment working in the traveled way, the contractor is required to utilize proper traffic control techniques as defined by NDDOT Traffic Control standards. Failure of the contractor to utilize proper traffic control techniques will result in shut down of the contractor's operations per the Engineer's judgement.

Special Provisions:

- FIXED COSTS: Contractor must factor all fixed costs into their bid item upon bidding the project. Contractor will not be compensated for any additional fixed costs associated with any bid item for any reason.
- The Contractor must schedule a Pre-Construction meeting with the Engineer prior to mobilizing equipment onsite. A construction schedule shall be given to the Engineer at this time for approval. At the pre-construction meeting the Contractor shall submit an EAP "Emergency Action Plan" for engineer approval. The EAP shall provide in detail the procedures that will be taken if the water levels breach the containment berm from any unseen circumstances.
- All cost associated with Dewatering the dredging limits shall be paid for by bid item "Dewatering" per Unit L SUM. Dewatering shall be completed continuously during construction and all work shall be completed in relatively dry conditions.

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PRELIMINARY

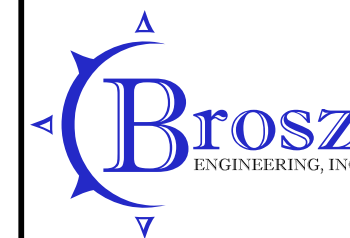
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SPEC CODE	BID ITEM	UNIT	QUANTITY
201 1	MECHANICAL DREDGING	CY	10,900
203 140	BORROW EXCAVATION (TEMPORARY CONTAINMENT BERM)	CY	2,900
256 300	RIPRAP	CY	1,800
262 100	FLOTATION SILT CURTAIN	LF	520
709 155	GEOSYNTHETIC MATERIAL TYPE RR	SY	2146.00



Scale: 1"=200.00

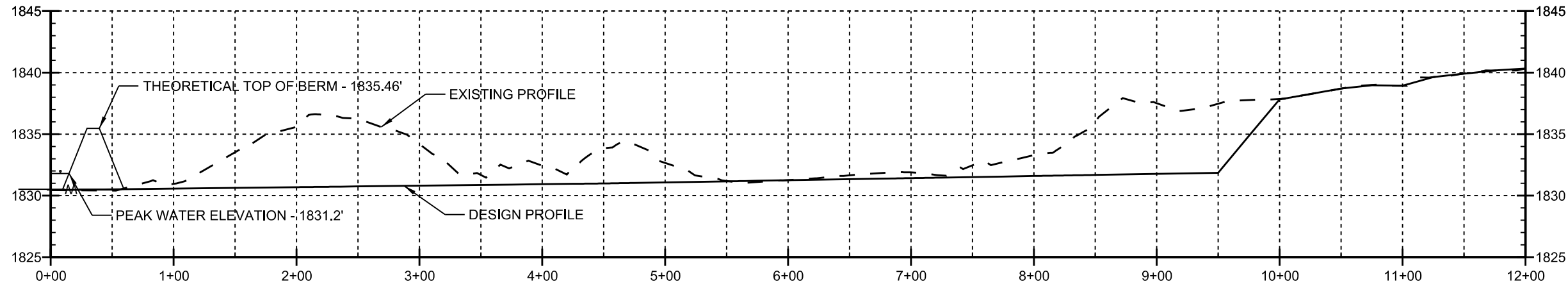


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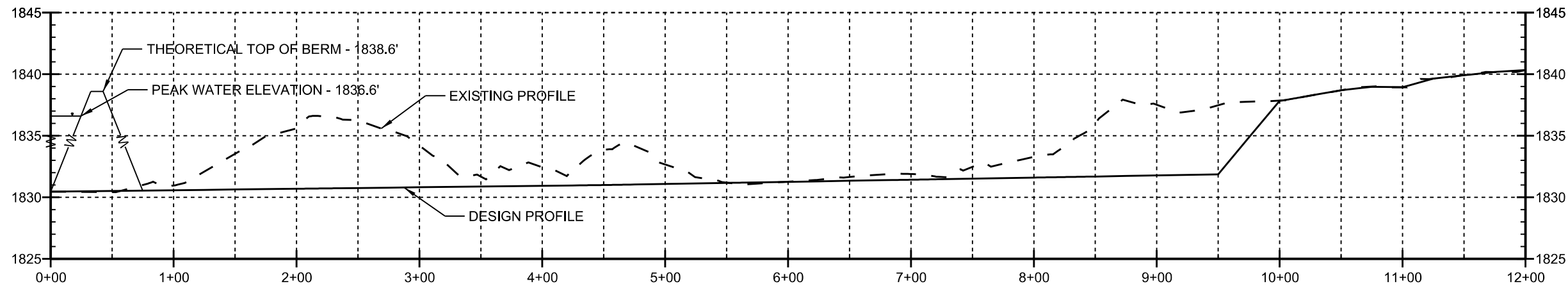
PRELIMINARY

MCKENZIE COUNTY
TOBACCO GARDENS DREDGING PROJECT
PLAN VIEW

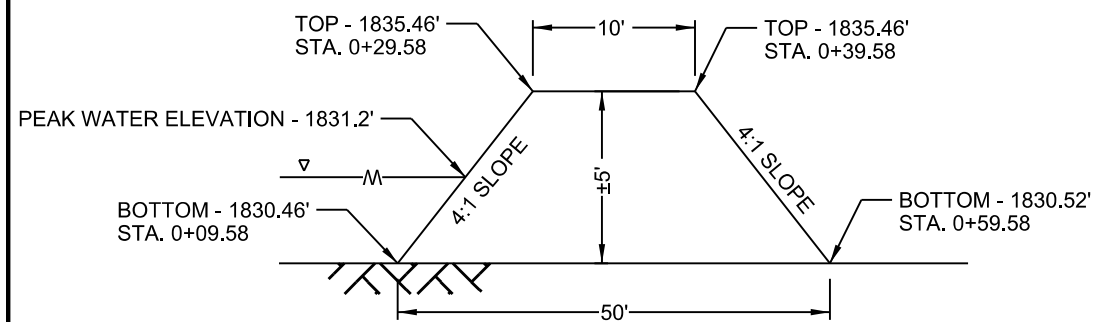
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CONTAINMENT BERM OPTION 1 FOR PROJECTED LOWER BASIC WATER LEVELS - ESTIMATED PEAK JULY 31ST, 2023 OF 1831.2'

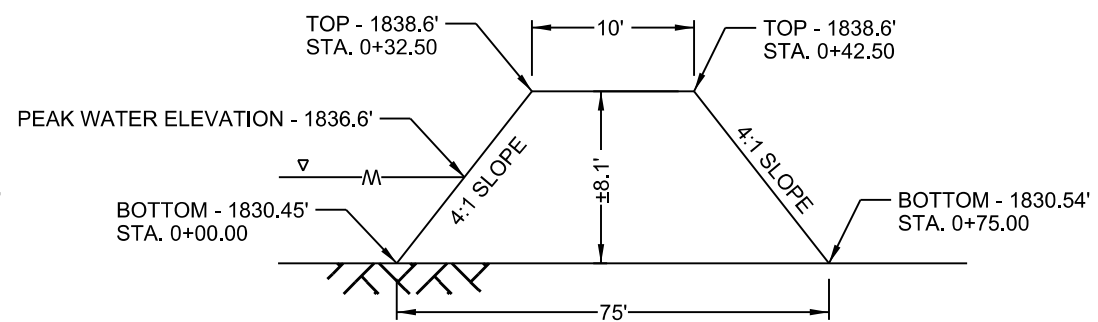


CONTAINMENT BERM OPTION 2 FOR PROJECTED BASIC WATER LEVELS - ESTIMATED PEAK JULY 31ST, 2023 OF 1836.6'



TEMPORARY CONTAINMENT BERM (N.T.S.) - OPTION 1

OPTION 1 AREA - 150 SF
 OPTION 1 APROX. LENGTH - 240 FT
 OPTION 1 BORROW - 1,350 CY



TEMPORARY CONTAINMENT BERM (N.T.S.) - OPTION 2

OPTION 2 AREA - 345 SF
 OPTION 2 APROX. LENGTH - 250 FT
 OPTION 2 BORROW - 3,195 CY



Brosz
ENGINEERING, INC.

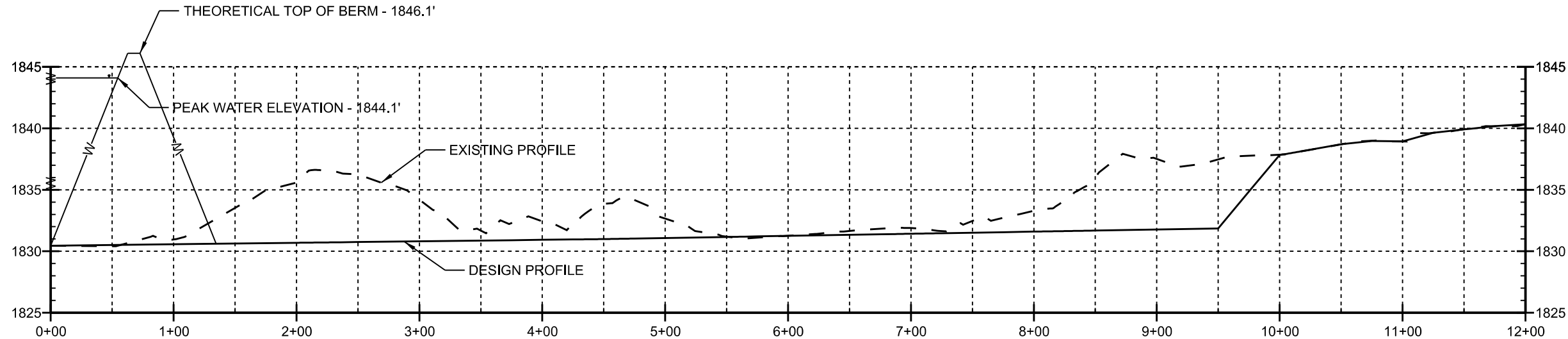
This document is preliminary and not for construction or implementation purposes.

MCKENZIE COUNTY

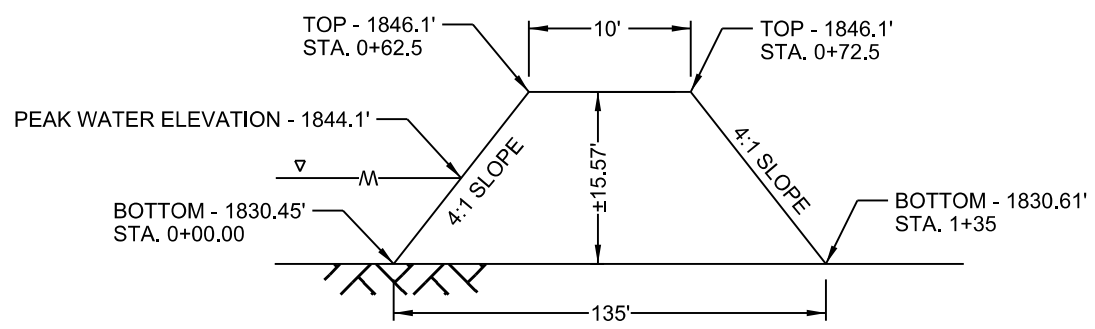
TOBACCO GARDENS DREDGING PROJECT

PROFILE VIEW

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	N18-W1013	60	2

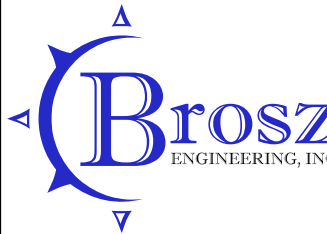


CONTAINMENT BERM OPTION 3 FOR PROJECTED UPPER BASIC WATER LEVELS - ESTIMATED PEAK JULY 31ST, 2023 OF 1844.1'



NOTE* - TEMPORARY CONTAINMENT BERM FILL MATERIAL SHALL NOT EXCEED 10,900 CY. TEMPORARY FILL MATERIAL MUST BE LESS THAN CUT MATERIAL FROM DREDGING EXCAVATION.

TEMPORARY CONTAINMENT BERM (N.T.S.) - OPTION 3
 OPTION 3 AREA - 1130 SF
 OPTION 3 APROX. LENGTH - 260 FT
 OPTION 3 BORROW - 10,880 CY

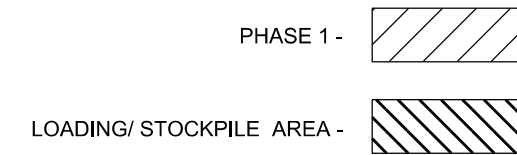
	<p>This document is preliminary and not for construction or implementation purposes.</p>
<p>MCKENZIE COUNTY TOBACCO GARDENS DREDGING PROJECT PROFILE VIEW</p>	

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	N18-W1013	60	3

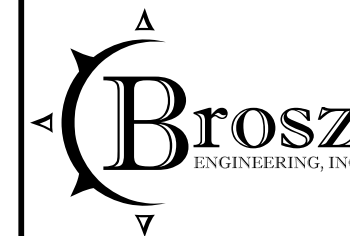


PHASE 1:

INSTALL FLOTATION SILT CURTAIN, TEMPORARY CONTAINMENT BERM, TEMPORARY SUMP DISCHARGE RIPRAP AND SUMP PUMPS. DEWATER CONSTRUCTION AREA INCLUDING ANY PUDDLES OR PONDS WITHIN THE PROJECT VICINITY TO MAINTAIN A DRY WORKING ENVIROMENT. LOADING/ STOCKPILE AREA SHALL BE RETURNED TO ITS NATIVE CONDITION UPON COMPLETION.



Scale: 1"=200.00



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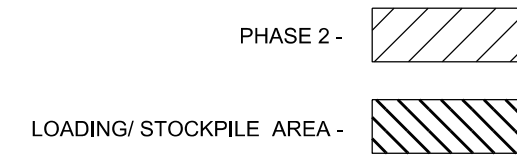
MCKENZIE COUNTY
 TOBACCO GARDENS DREDGING PROJECT
 PHASE 1

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	N18-W1013	60	4

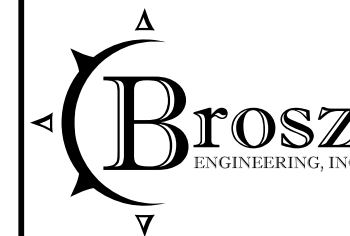


PHASE 2:

CONTRACTOR SHALL MOBILIZE FROM PHASE 1 TO PHASE 2. HAUL ROAD SHALL BE MAINTAINED BY CONTRACTOR AND REMOVED UPON COMPLETION OF PHASE 3 DREDGING. HAUL ROAD SHALL BE A MAXIMUM 20' IN WIDTH AND 500' IN LENGTH CONSTRUCTED FROM TIMBER MATTING OR A COMBINATION OF GEOTEXTILE SPREATION FABRIC WITH AGGREGATE BASE COURSE WITH GEOGRID REINFORCEMENT. ALL MATERIALS REMOVED SHALL BE HAULED TO THE LOADING/ STOCKPILE AREA. NO MATERIAL SHALL BE STOCKPILED WITHIN THE EXCAVATION LIMITS. THE EXCAVATED MATERIAL IS TO BE HAULED TO THE NORTH LAGOON IN WATFORD CITY LOCATED AT LAT - 47°48'39.77"N, LONG - 103°14'15.15"W LOADING/ STOCKPILE AREA SHALL BE RETURNED TO ITS NATIVE CONDITION UPON COMPLETION OF PHASE 2.



Scale: 1"=200.00



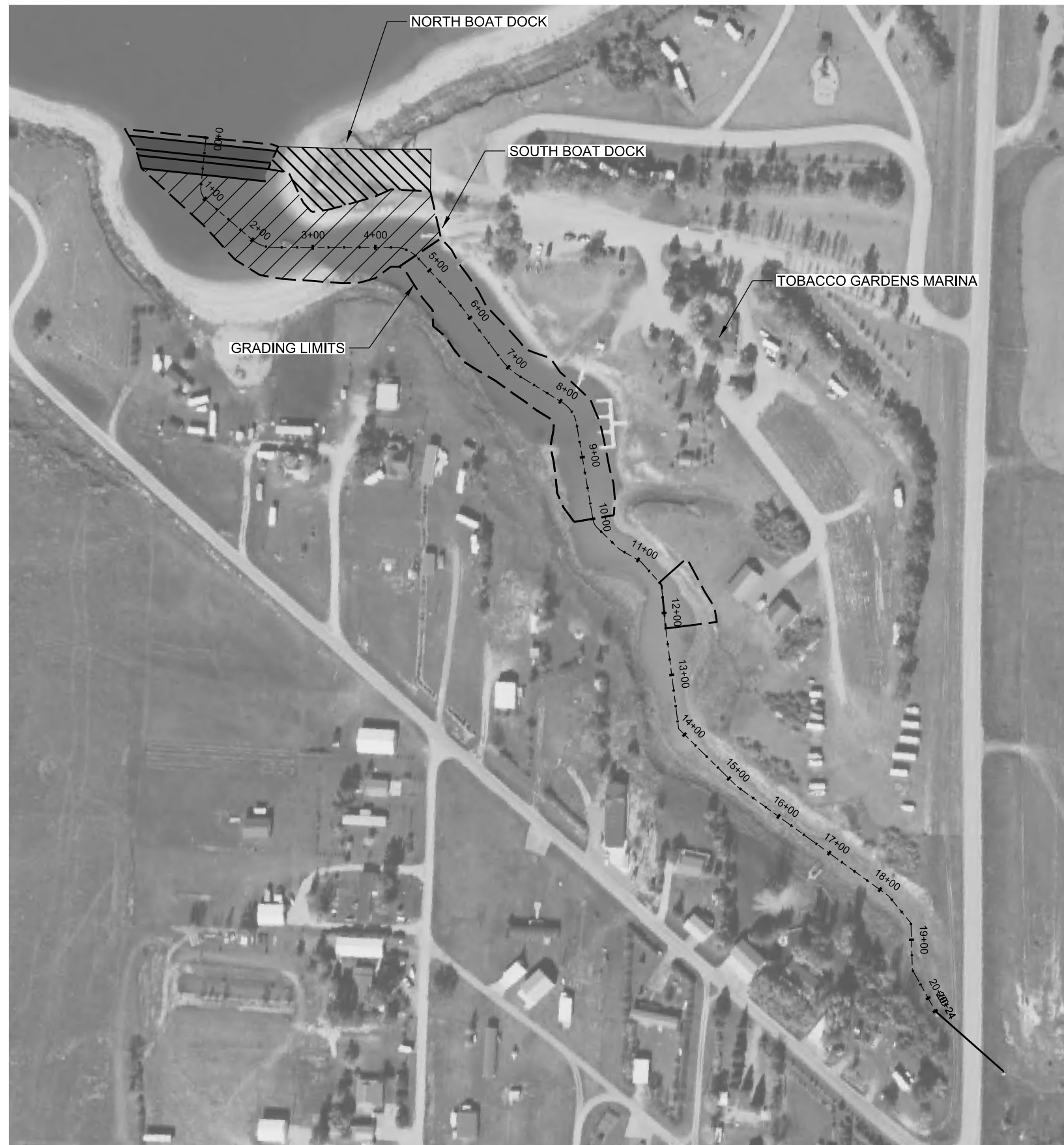
This document is preliminary and not for construction or implementation purposes.

MCKENZIE COUNTY

TOBACCO GARDENS DREDGING PROJECT



PHASE 2

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	N18-W1013	60	5



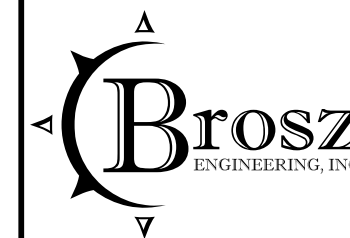
PHASE 3:

CONTRACTOR SHALL MOBILIZE FROM PHASE 2 TO PHASE 3. HAUL ROAD SHALL BE MAINTAINED BY CONTRACTOR AND REMOVED UPON COMPLETION OF PHASE 3 DREDGING. HAUL ROAD SHALL BE A MAXIMUM 20' IN WIDTH AND 500' IN LENGTH CONSTRUCTED FROM TIMBER MATTING OR A COMBINATION OF GEOTEXTILE SPREATION FABRIC WITH AGGREGATE BASE COURSE WITH GEOGRID REINFORCEMENT. ALL MATERIAL REMOVED SHALL BE HAULED TO THE LOADING/ STOCKPILE AREA. NO MATERIAL SHALL BE STOCKPILED WITHIN THE EXCAVATION LIMITS. THE EXCAVATED MATERIAL IS TO BE HAULED TO THE NORTH LAGOON IN WATFORD CITY LOCATED AT LAT - 47°48'39.77"N, LONG - 103°14'15.15"W LOADING/ STOCKPILE AREA SHALL BE RETURNED TO ITS NATIVE CONDITION UPON COMPLETION.

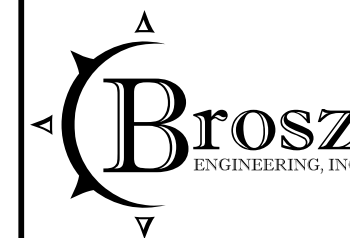
- PHASE 3 - 
- LOADING/ STOCKPILE AREA - 



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implementation
purposes.

	<p>This document is preliminary and not for construction or implementation purposes.</p>
<p>MCKENZIE COUNTY</p> <p>TOBACCO GARDENS DREDGING PROJECT</p> <p>PHASE 3</p>	

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	N18-W1013	60	6



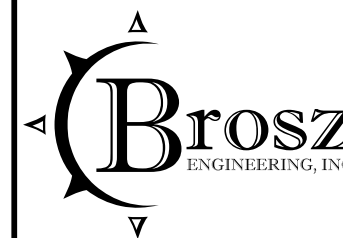
PHASE 4 :

GRADE RIPRAP LOCATIONS CREATING KEYWAY TO PLACE GEOSYNTHETIC MATERIAL AND RIPRAP. ONCE ALL PHASES ARE COMPLETE REMOVE TEMPORARY CONTAINMENT BERM AND SILT CURTAIN. THE CONTRACTOR SHALL ALLOW WATER INTO THE EXCAVATED AREA IN A CONTROLLED MANNER IN WHICH PREVENTS EROSION AND SCOURING. THE EXCAVATED BERM MATERIAL IS TO BE HAULED TO THE NORTH LAGOON IN WATFORD CITY LOCATED AT LAT - 47°48'39.77"N, LONG - 103°14'15.15"W. LOADING/ STOCKPILE AREA SHALL BE RETURNED TO ITS NATIVE CONDITION UPON COMPLETION OF PHASE 4.

- PHASE 4 -
- LOADING/ STOCKPILE AREA -



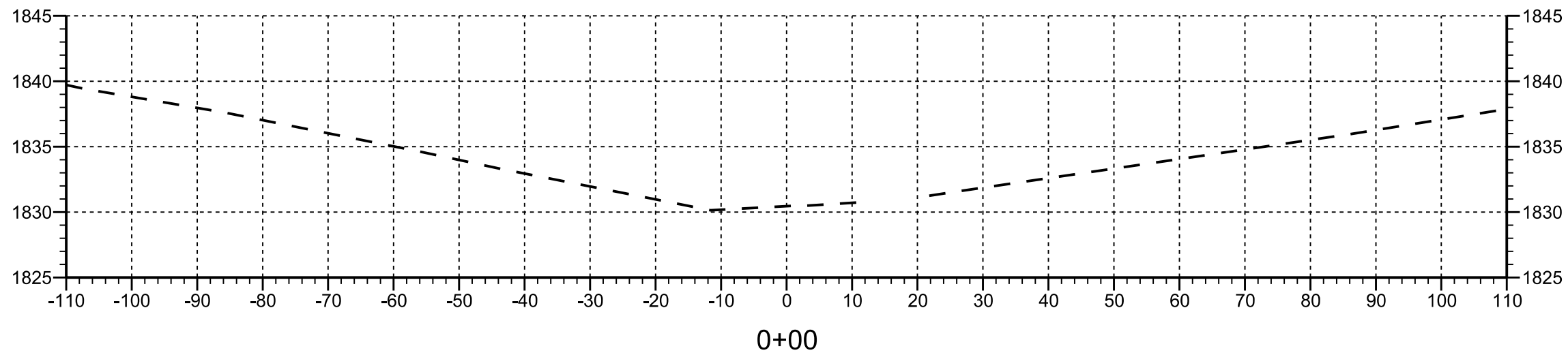
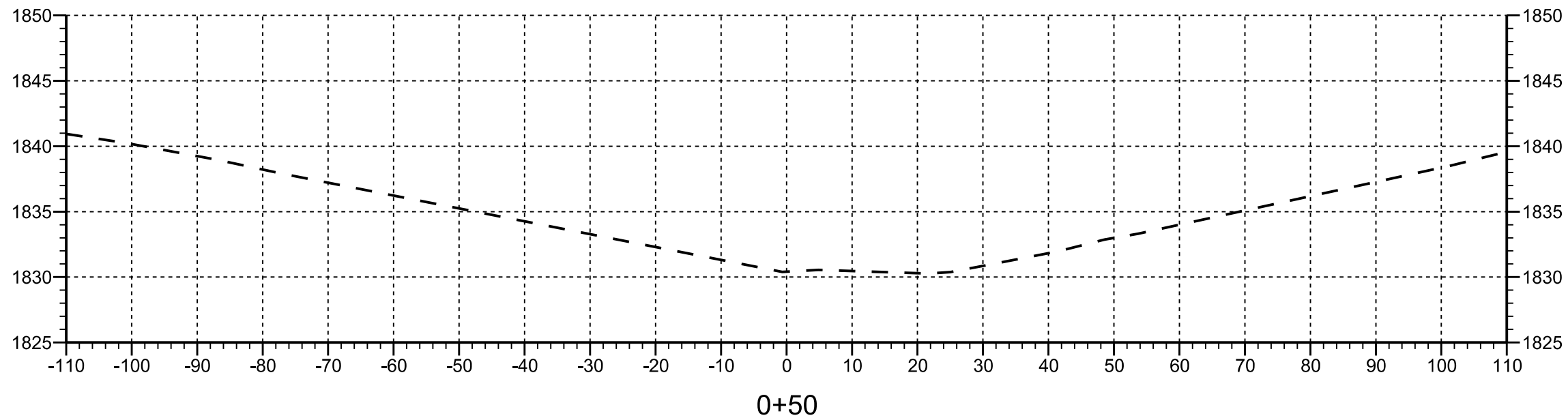
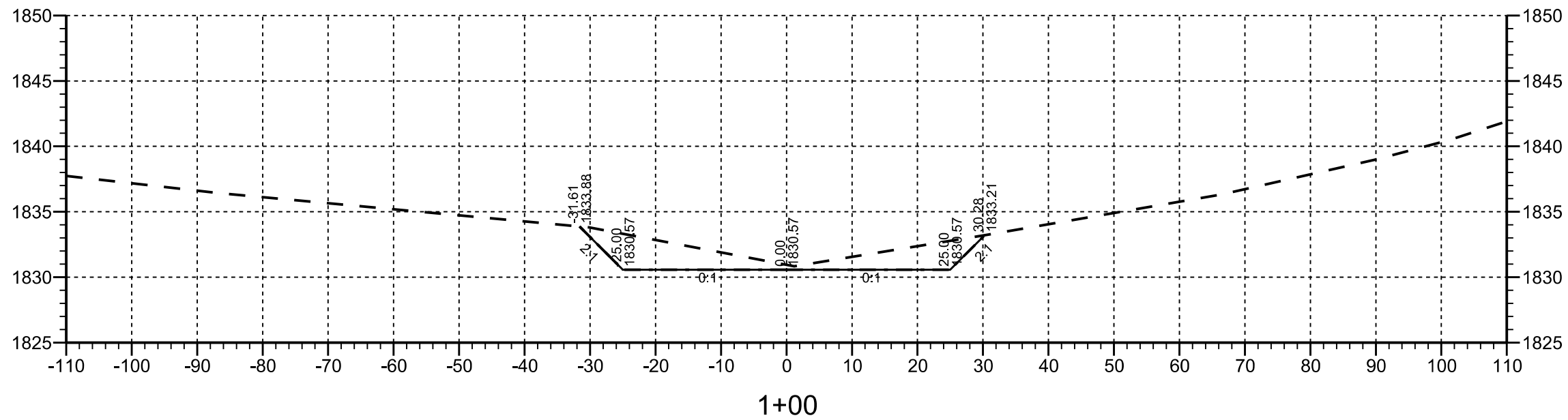
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MCKENZIE COUNTY
TOBACCO GARDENS DREDGING PROJECT
PHASE 4

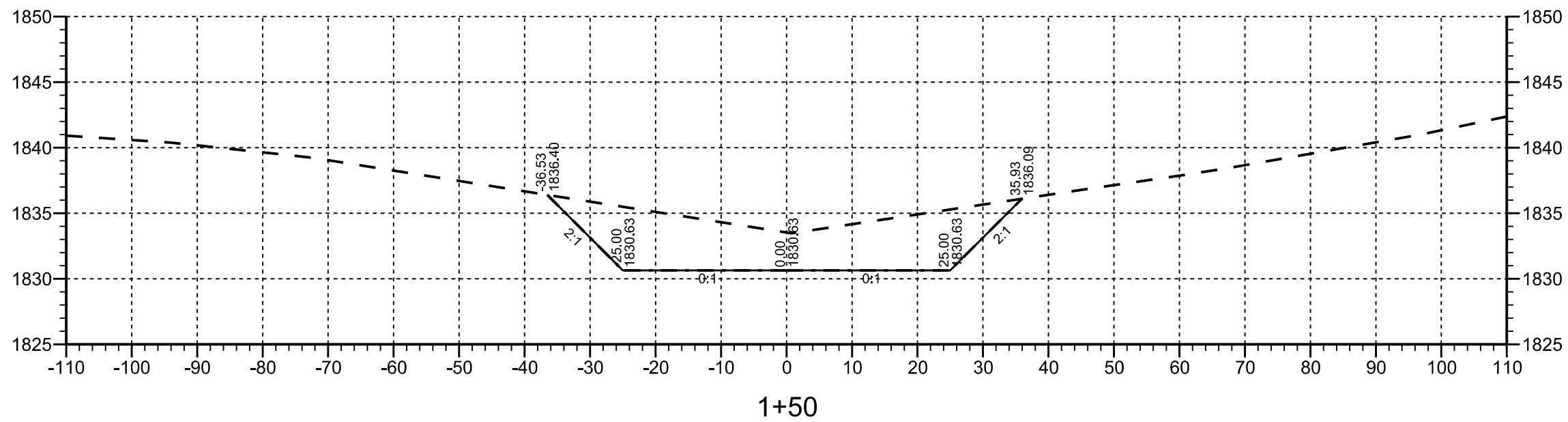
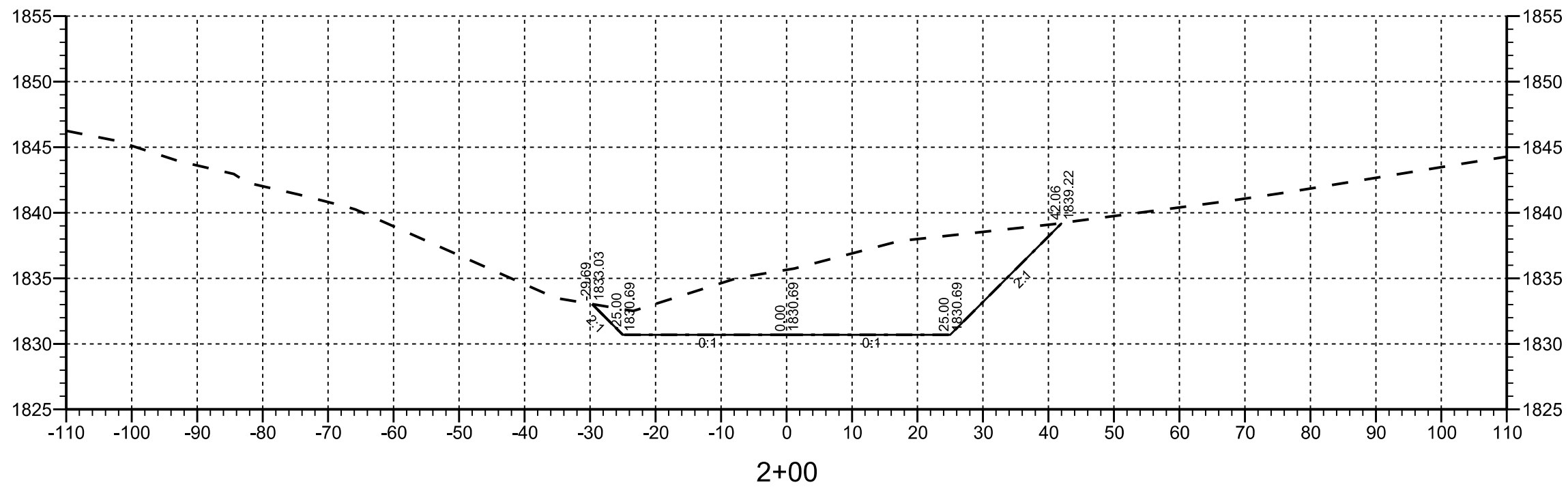
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	ND	N18-W1013	200	1



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PRELIMINARY

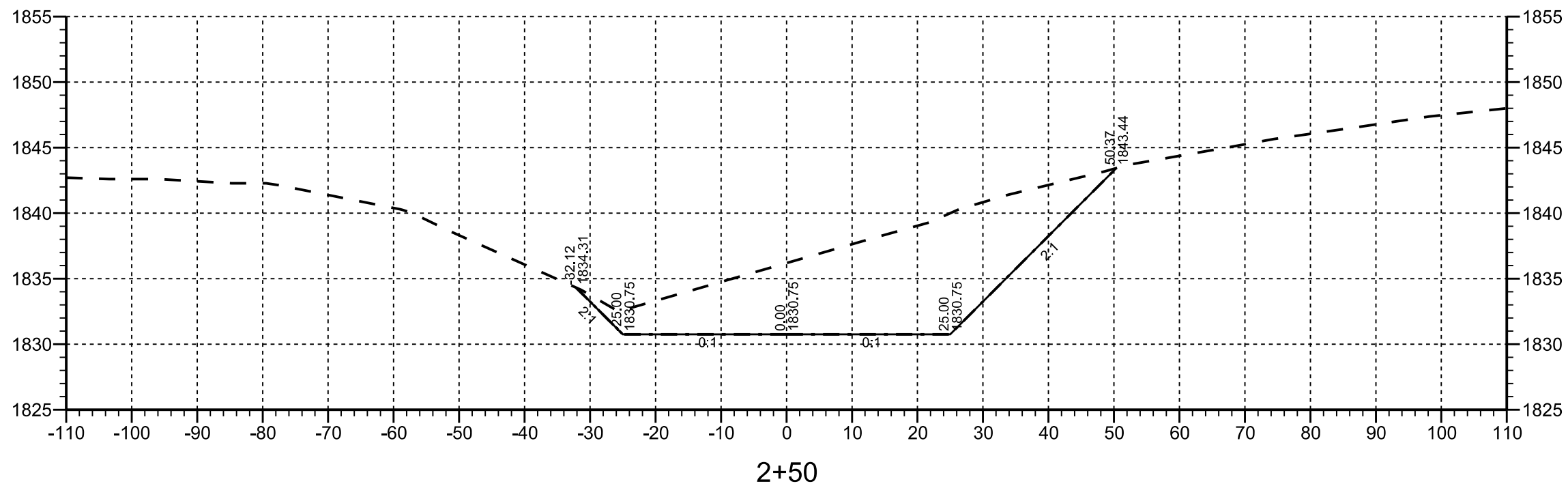
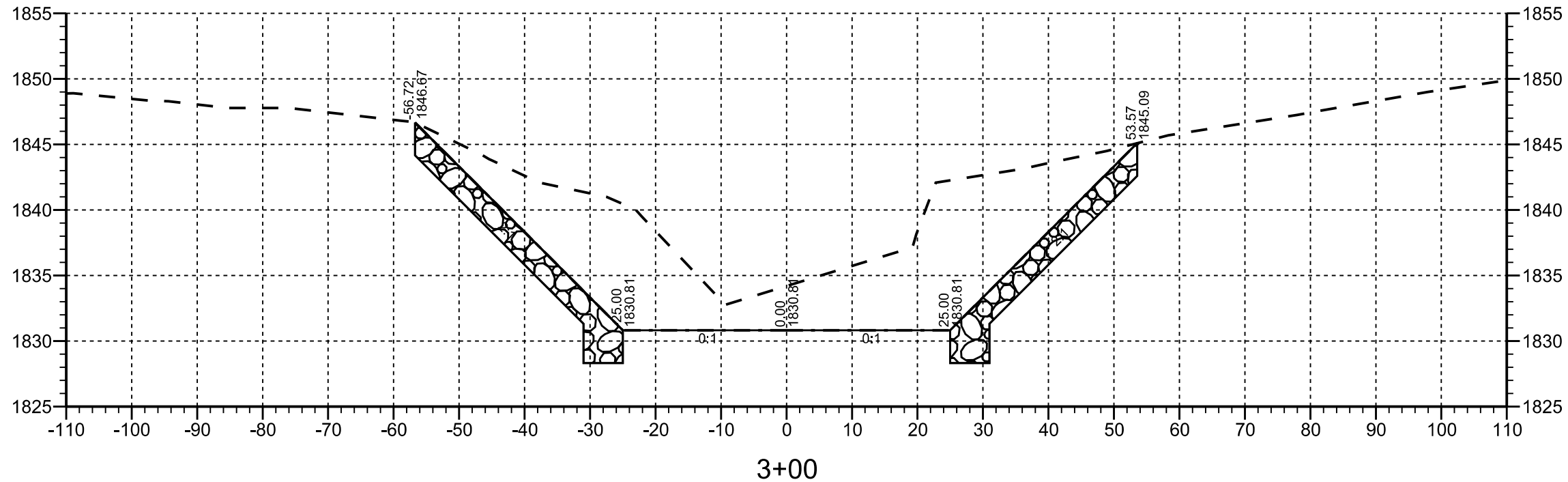
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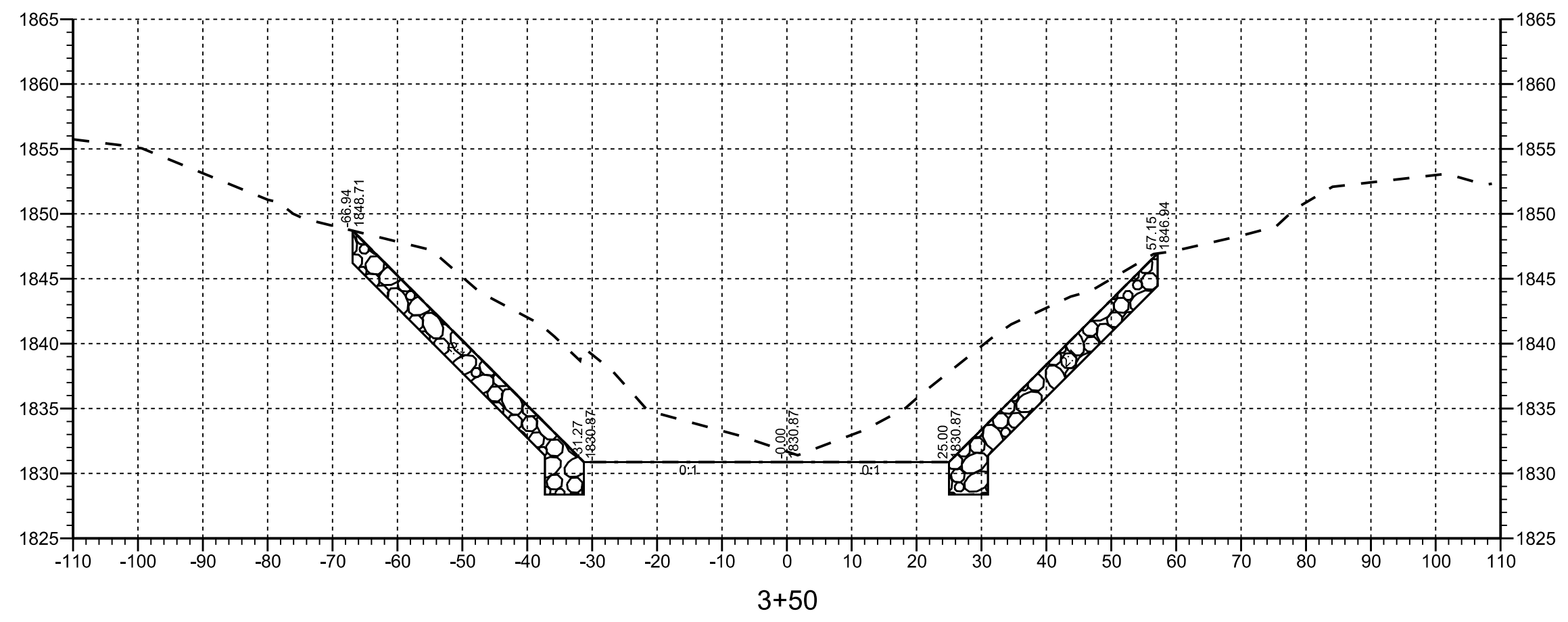
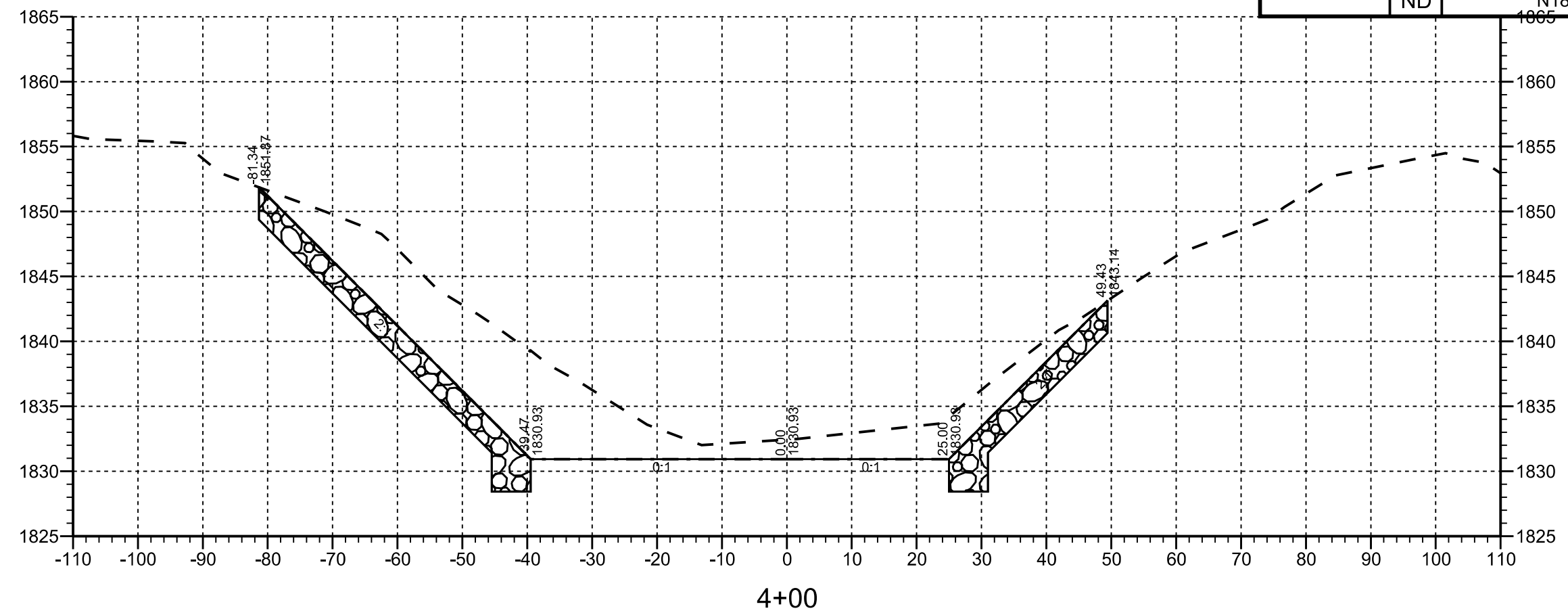
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	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
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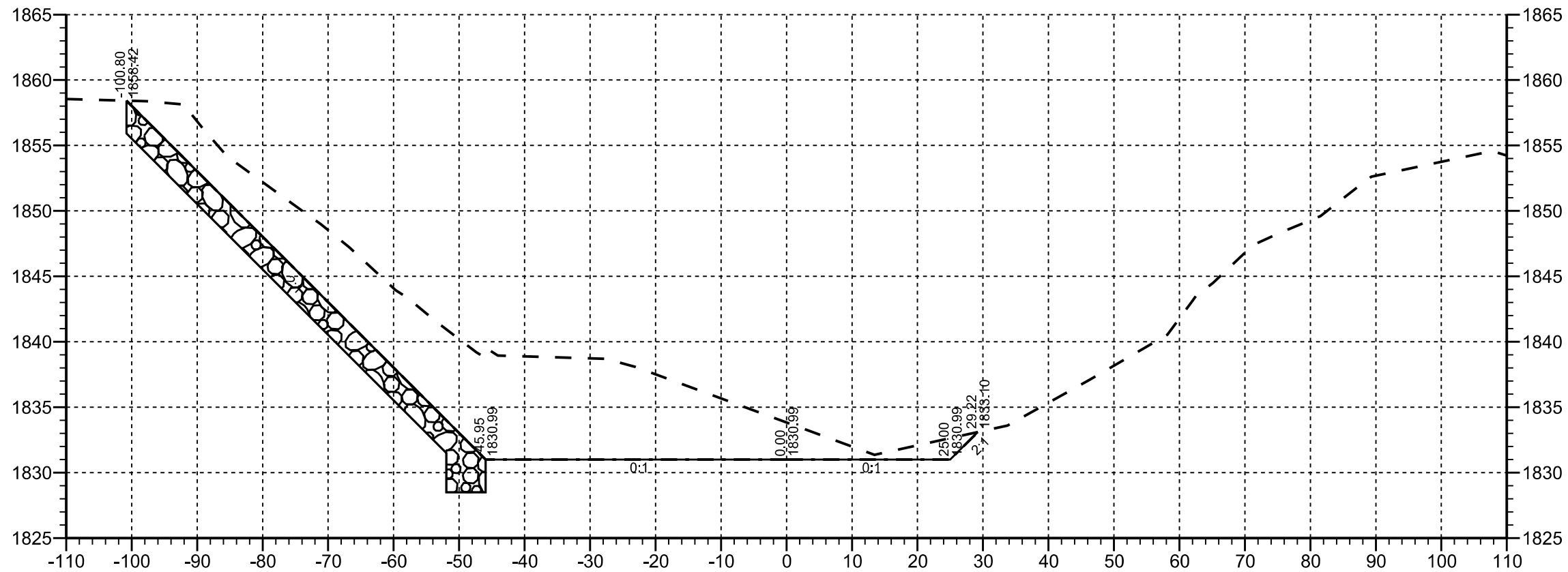
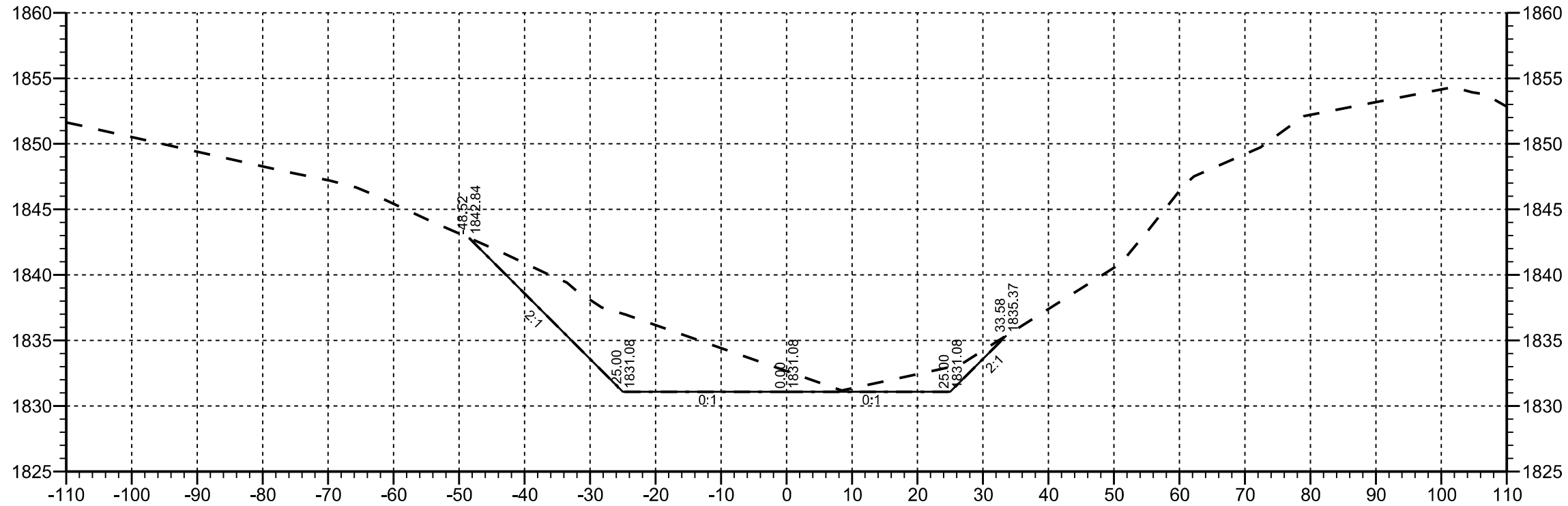
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ND	N18-W1013	200	4



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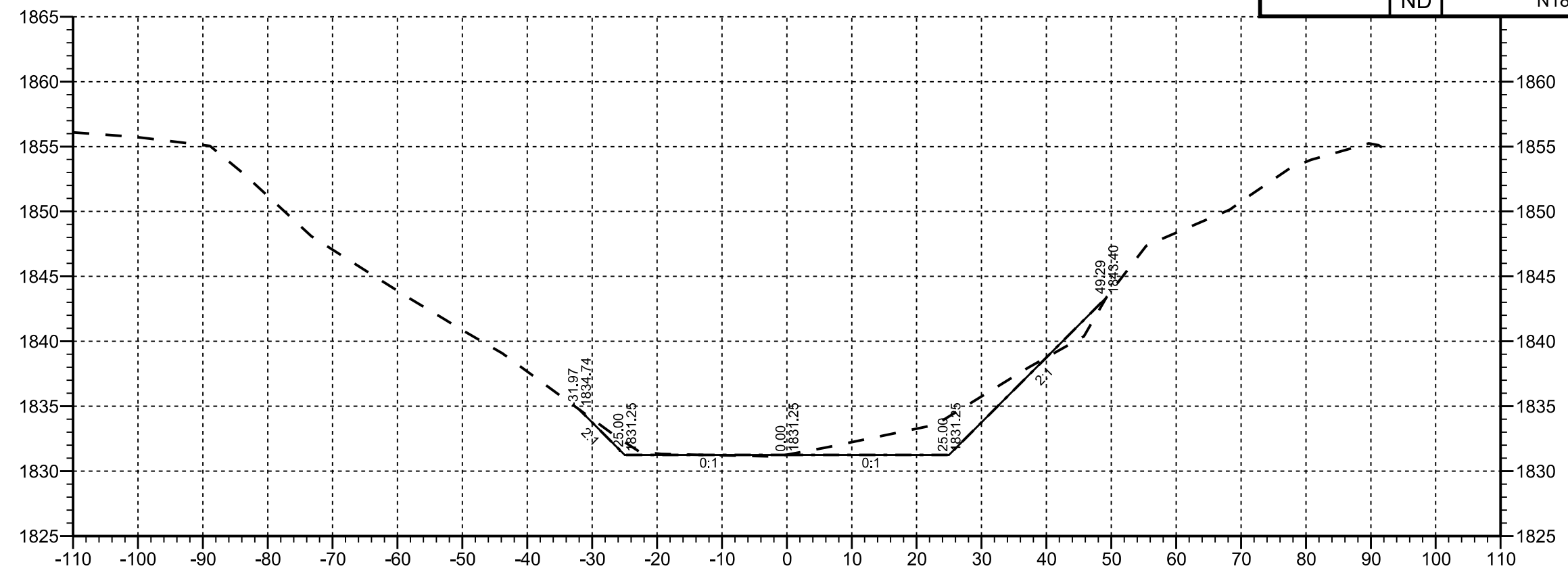
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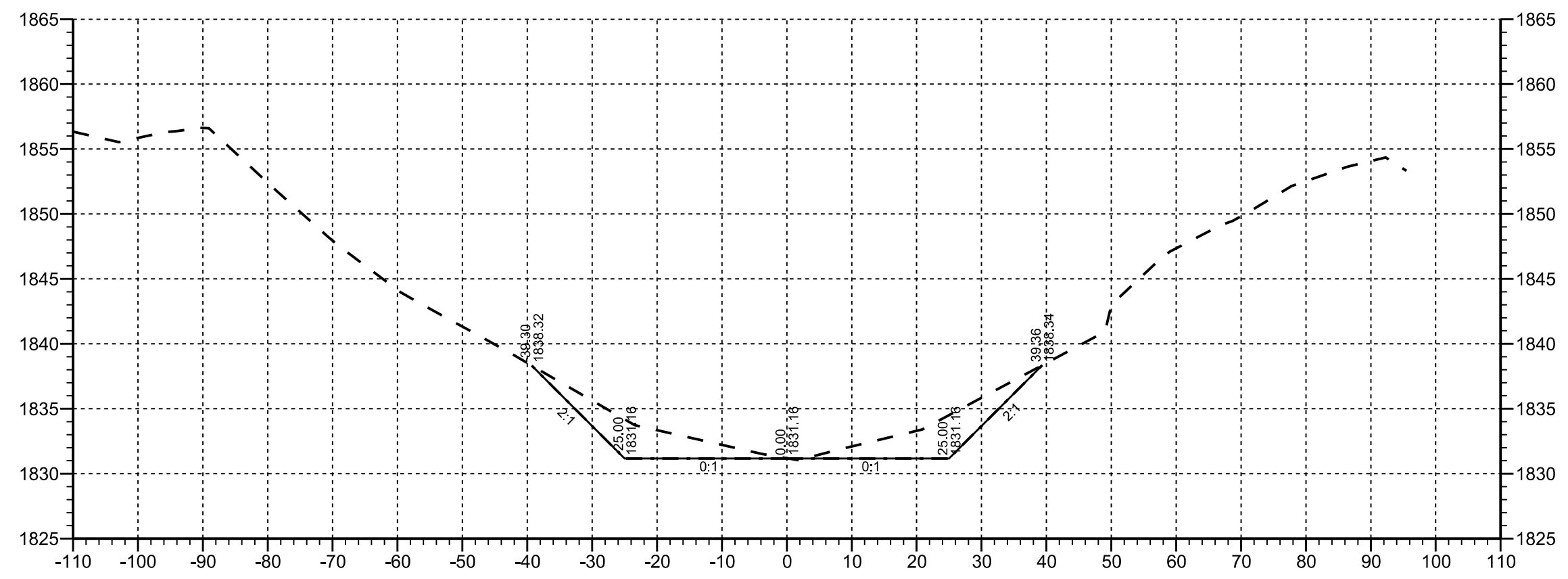
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ND	N18-W1013	200	6



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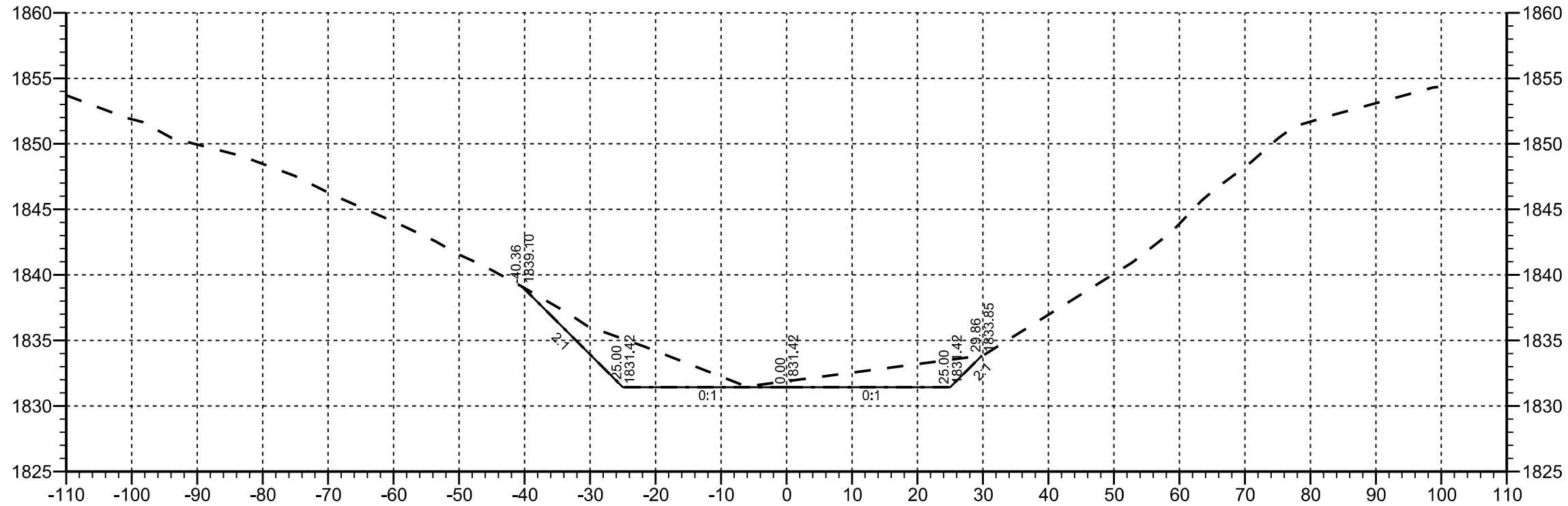


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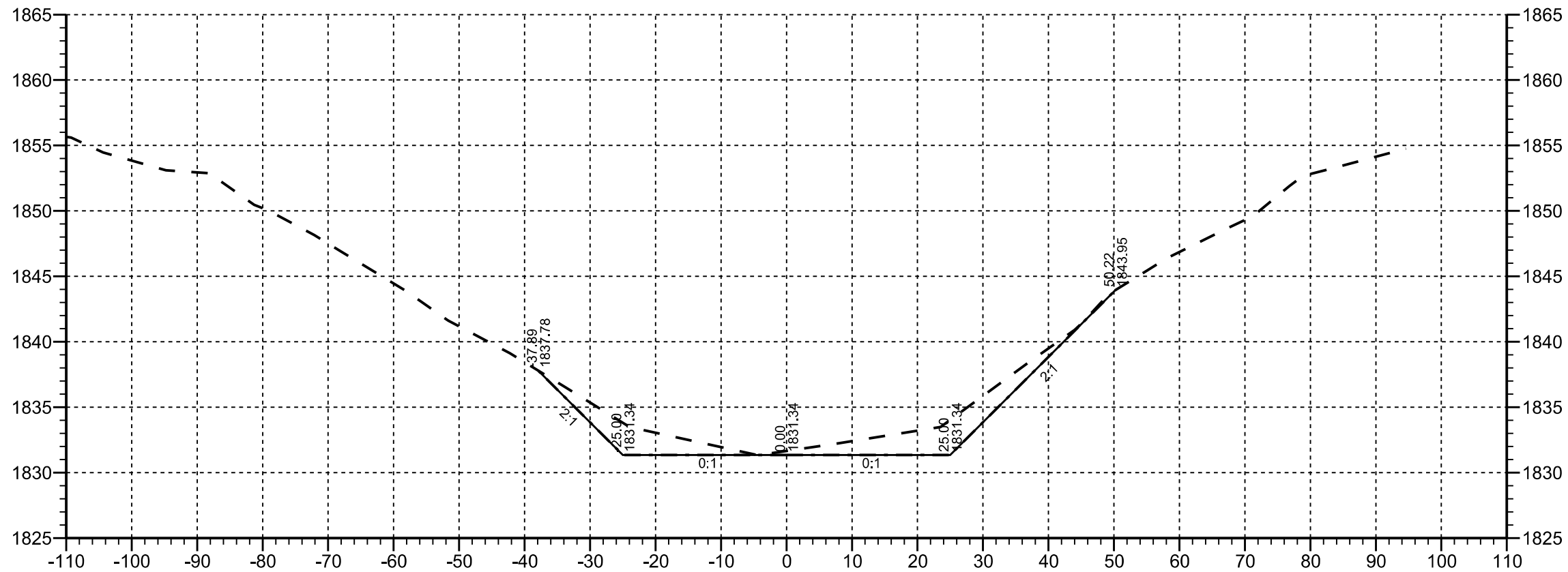
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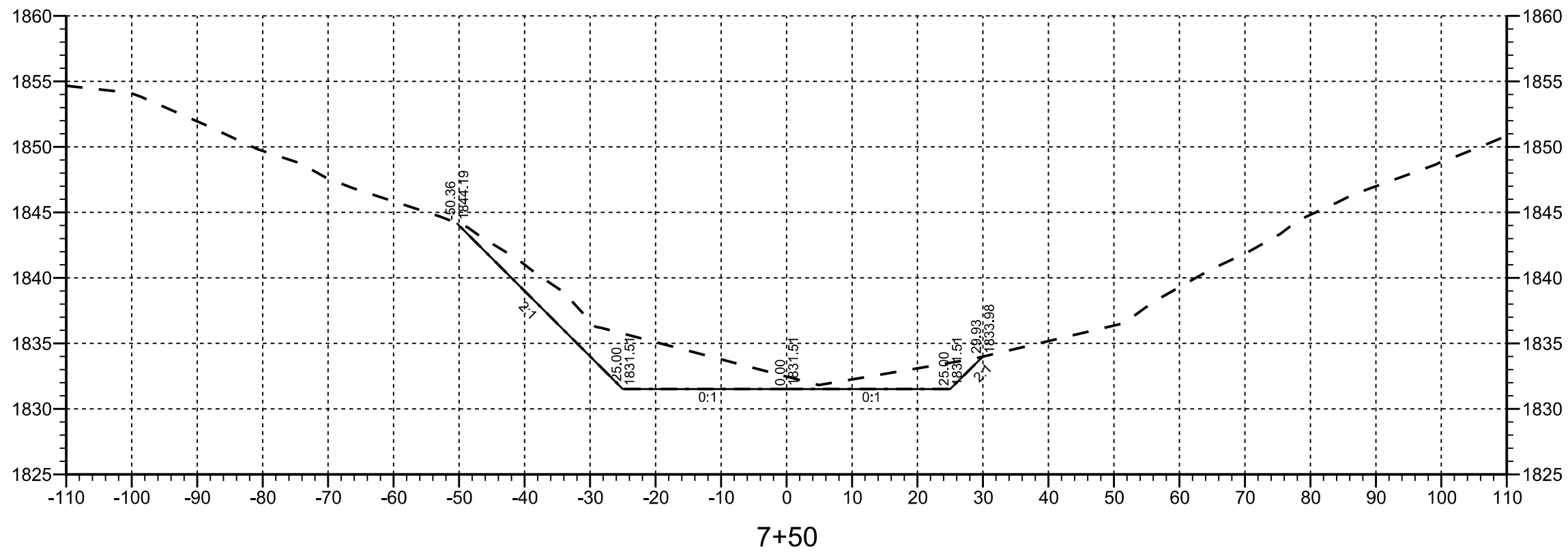
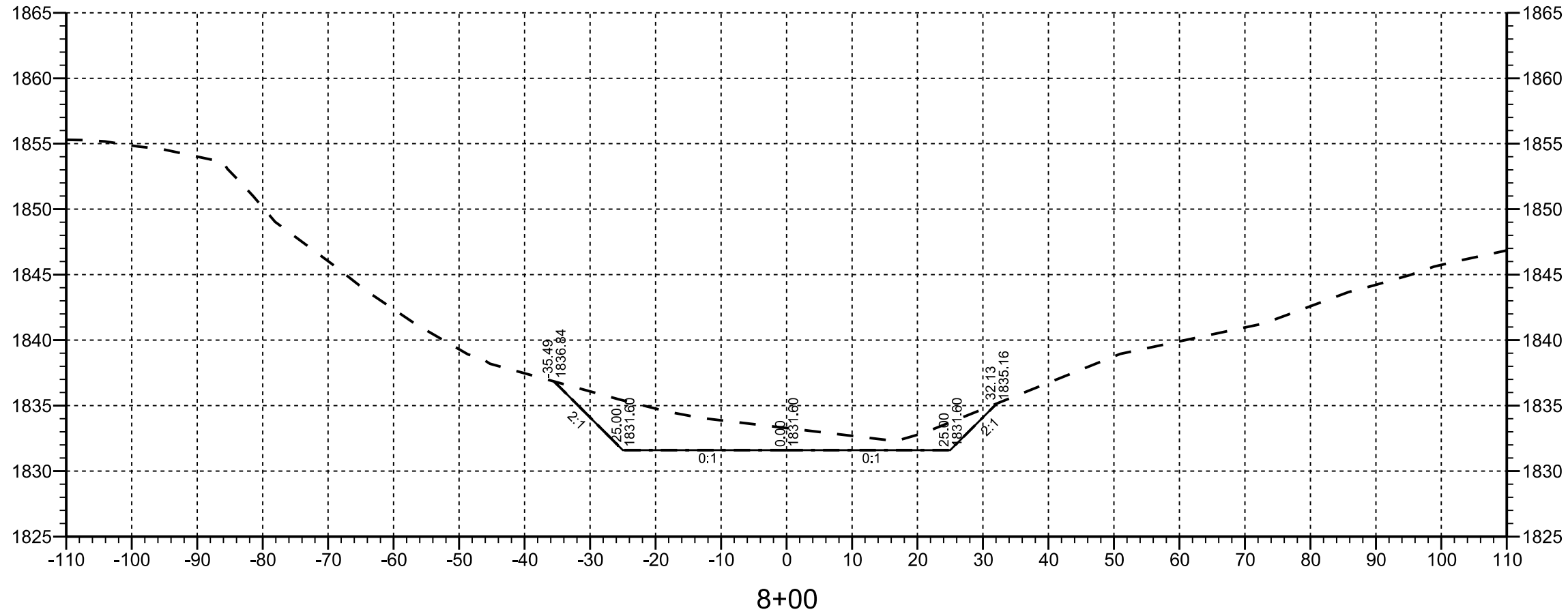


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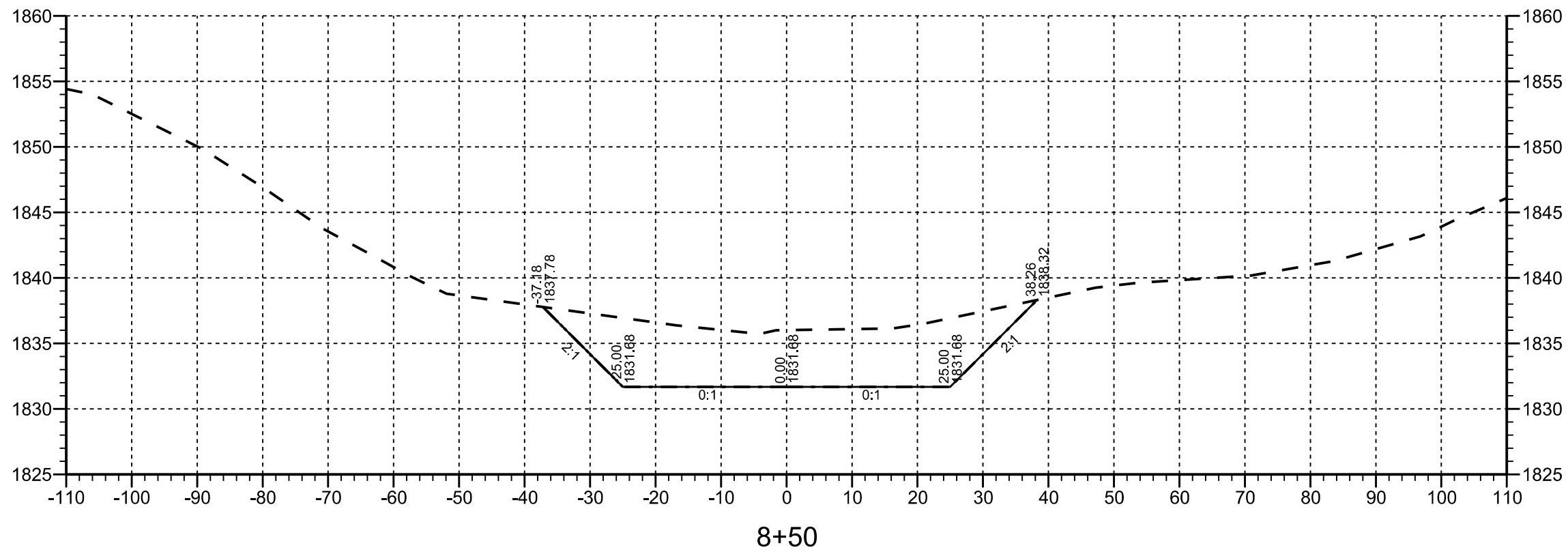
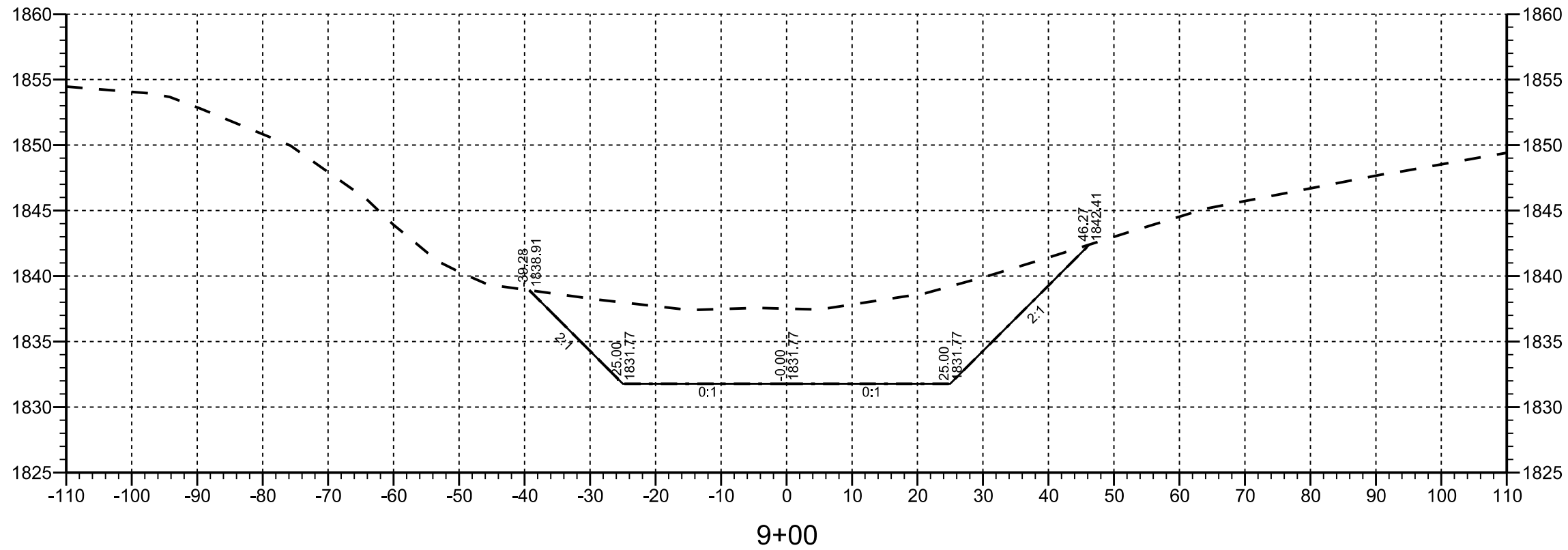
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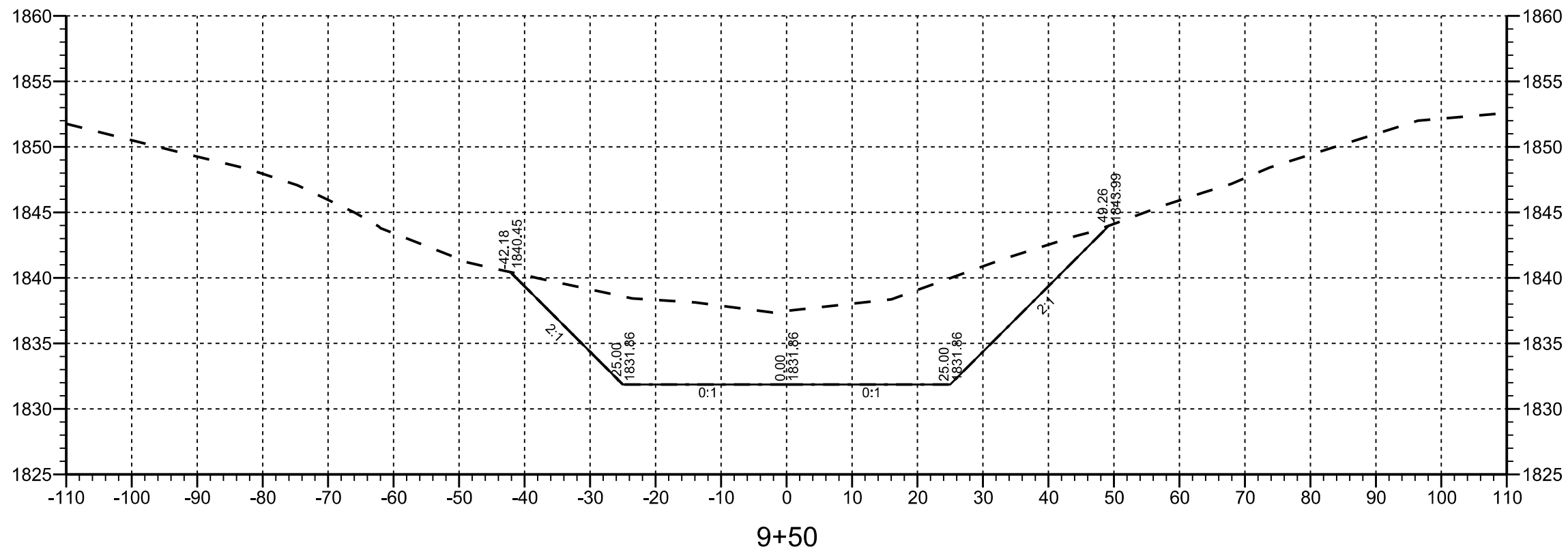
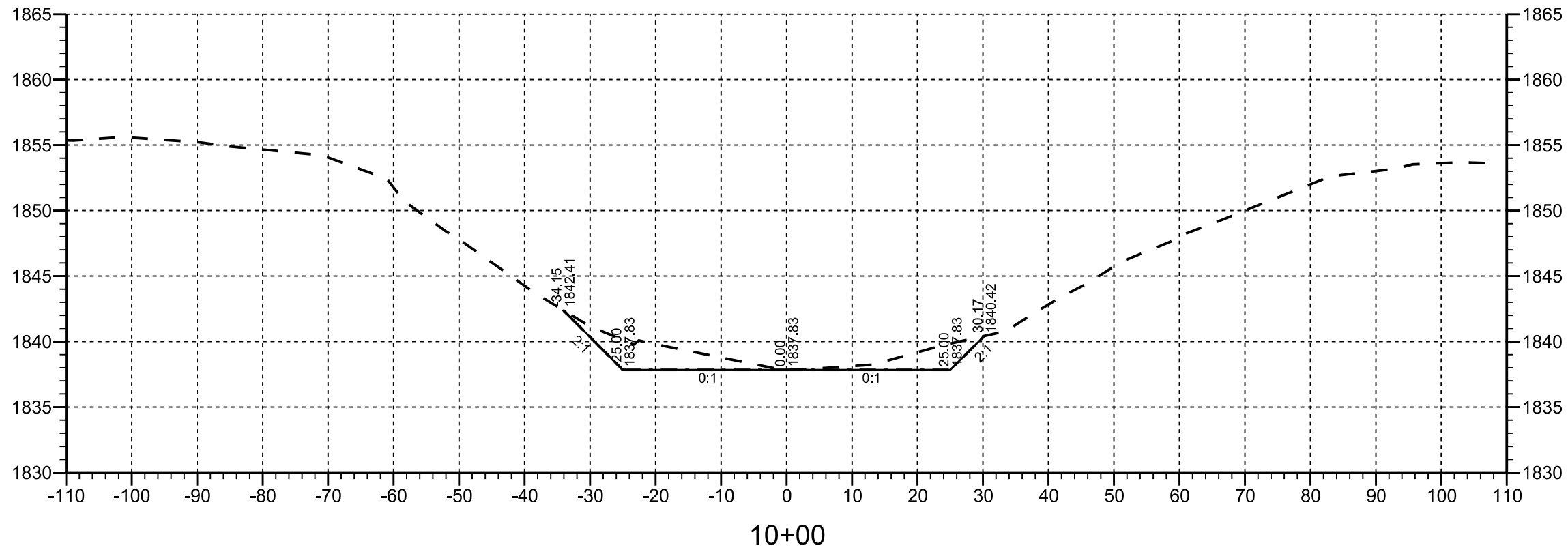
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PRELIMINARY

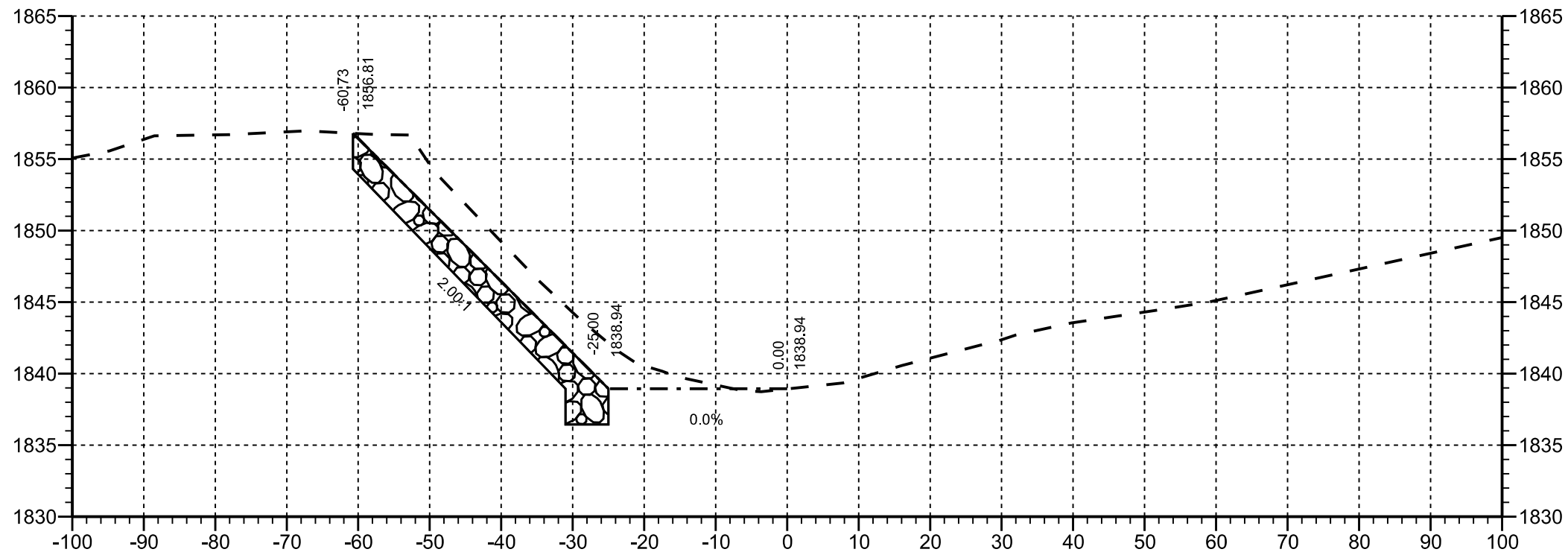
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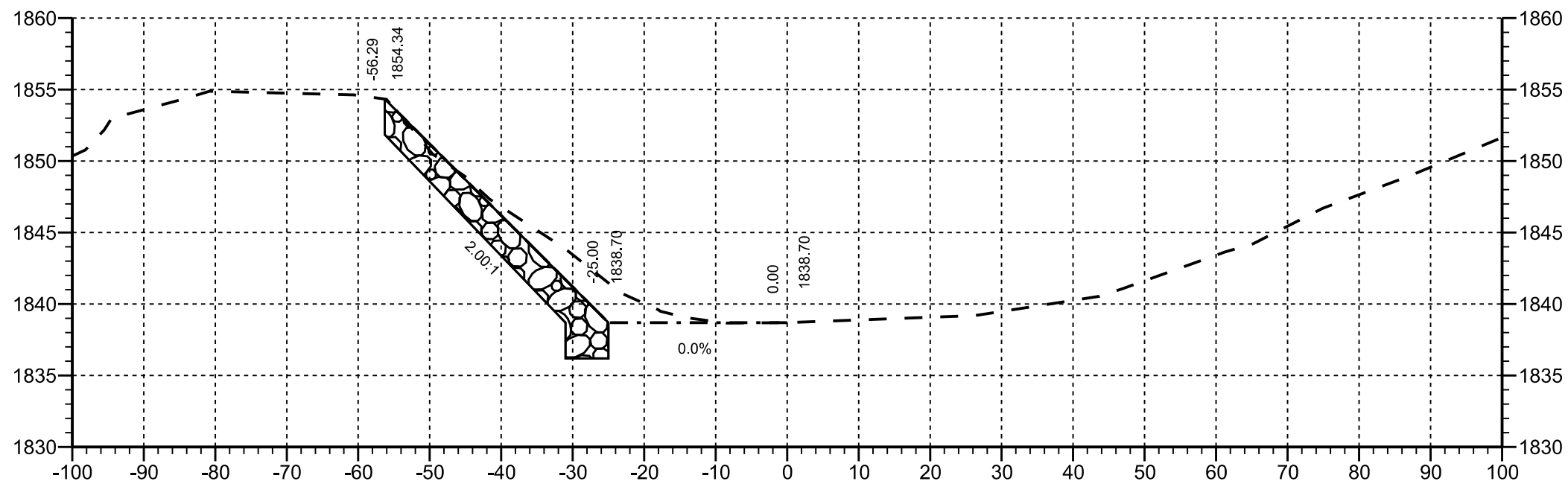
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PRELIMINARY

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	ND	N18-W1013	200	11



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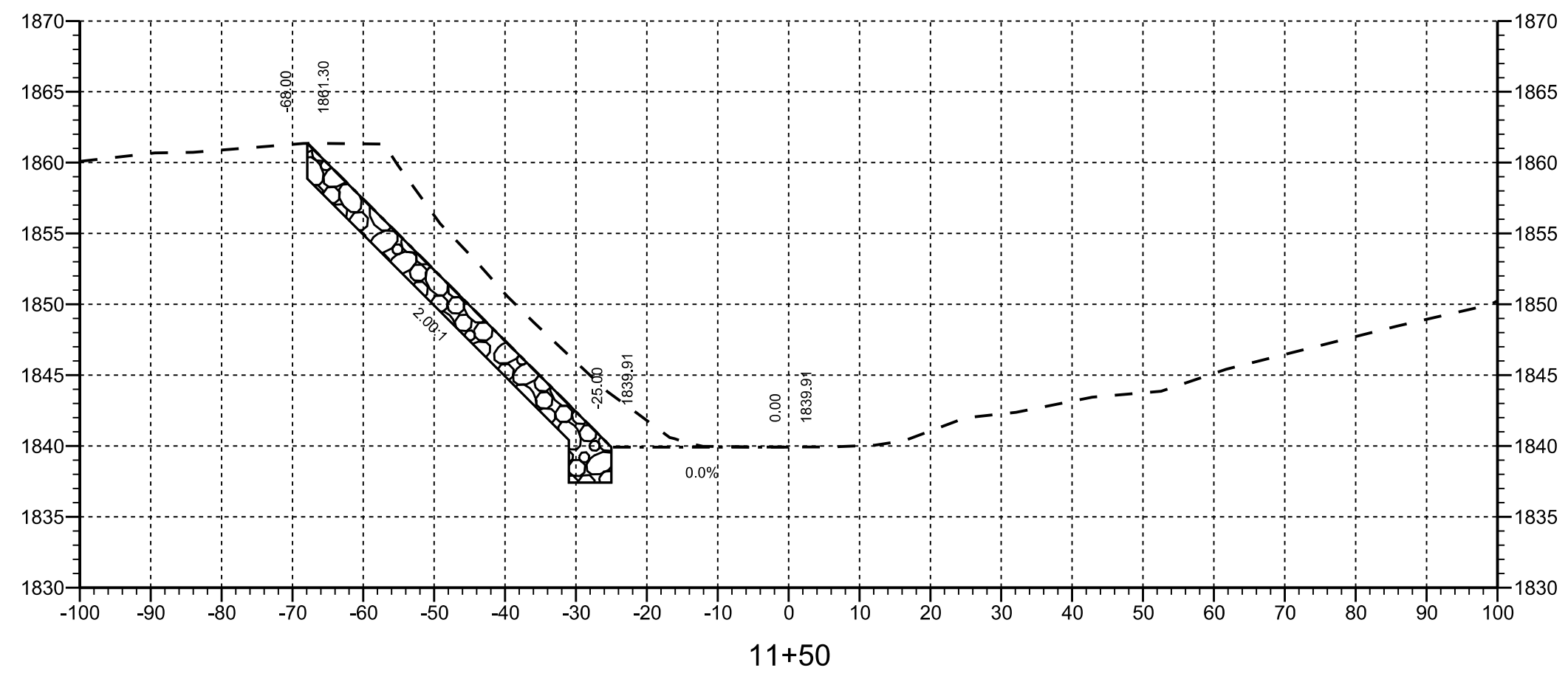
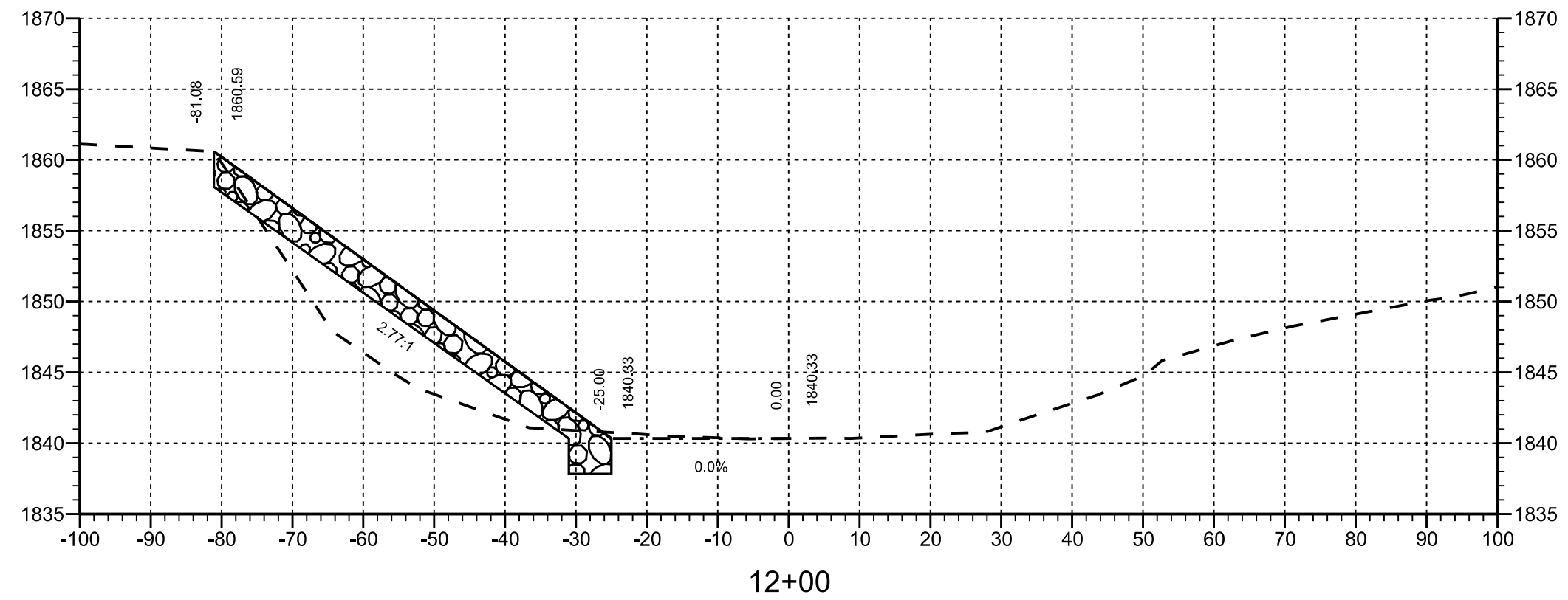


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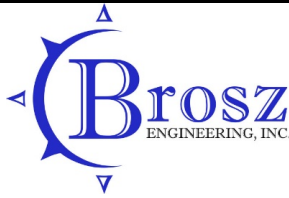
PRELIMINARY

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	N18-W1013	200	12



This document is preliminary and not for construction or implementation purposes.

PRELIMINARY



Opinion of Cost
McKenzie County / Watford City Park Board
Tobacco Gardens Dredging Project

February 16, 2024

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	CONTRACT BOND	L SUM	1	\$25,000.00	\$ 25,000.00
2	MECHANICAL DREDGING	CY	10900	\$40.00	\$ 436,000.00
3	DEWATERING	L SUM	1	\$50,000.00	\$ 50,000.00
4	TOPSOIL	CY	50	\$25.00	\$ 1,250.00
5	RIPRAP - GRADE III	CY	1800	\$100.00	\$ 180,000.00
6	FLOTATION SILT CURTAIN	LF	520	\$15.00	\$ 7,800.00
7	MOBILIZATION	LSUM	1	\$50,000.00	\$ 50,000.00
8	GEOSYNTHETIC MATERIAL TYPE RR	SY	2146	\$5.00	\$ 10,730.00
CONTAINMENT BERM - OPTION 1					
9	BORROW EXCAVATION	CY	1350	\$10.00	\$ 13,500.00
10	RECLAMATION - CONTAINMENT BERM	LSUM	1	\$15,000.00	\$ 15,000.00
CONTAINMENT BERM - OPTION 2					
11	BORROW EXCAVATION	CY	3195	\$10.00	\$ 31,950.00
12	RECLAMATION - CONTAINMENT BERM	LSUM	1	\$35,000.00	\$ 35,000.00
CONTAINMENT BERM - OPTION 3					
13	BORROW EXCAVATION	CY	10880	\$10.00	\$ 108,800.00
14	RECLAMATION - CONTAINMENT BERM	LSUM	1	\$110,000.00	\$ 110,000.00
Total Estimated Construction Cost Option 1				\$	789,280.00
Contingency at 20% - Road & Ramp Repair				\$	157,856.00
Construction Engineering & Survey				\$	60,000.00
Total Estimated Project Cost				\$	1,007,136.00
Total Estimated Construction Cost Option 2				\$	827,730.00
Contingency at 20% - Road & Ramp Repair				\$	165,546.00
Construction Engineering & Survey				\$	60,000.00
Total Estimated Project Cost				\$	1,053,276.00
Total Estimated Construction Cost Option 3				\$	979,580.00
Contingency at 20% - Road & Ramp Repair				\$	195,916.00
Construction Engineering & Survey				\$	60,000.00
Total Estimated Project Cost				\$	1,235,496.00



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, OMAHA DISTRICT
1616 CAPITOL AVENUE
OMAHA, NE 68201-4901

REPLY TO
ATTENTION OF
REAL ESTATE DIVISION

January 16, 2024

Subject: Garrison Project, North Dakota, License No. DACW45-3-24-8006, McKenzie County Park Board

Erica Johnsrud, Auditor
McKenzie County Park Board
201 5th St NW, Suite 543
Watford City, North Dakota 58854

Dear Ms. Johnsrud:

Enclosed find two copies of proposed License No. DACW45-3-24-8006. The license, when fully executed, will grant McKenzie County Park Board the use of Garrison Project lands located in Sections 1 and 2, Township 153 North, Range 97 West, McKenzie County, North Dakota, for temporary construction purposes for a term of two (2) years.

It is requested that McKenzie County Park Board review the license and have the proper individual execute both copies of the license. Also enclosed is a Certificate of Authority that must be executed attesting to the signature of the person signing on behalf of McKenzie County Park Board. Please note that the officer who signs the instrument must not be the same officer who completes the Certificate of Authority.

It is also requested that a check be forwarded in the amount of **One Thousand Seven Hundred and No/100 Dollars (\$1,700.00)**, as payment for the license, made payable to "FAO-USAED, Omaha District". The \$1,700.00 consists of a \$1,100 mapping fee and \$600 for a one-time administrative processing fee and annual inspection fees. Please return both license copies, Certificate of Authority, and check to U.S. Army Corps of Engineers, Real Estate Division, P.O. Box 527, Riverdale, North Dakota 58565.

After the license has been signed on behalf of the Department of the Army, an executed copy will be forwarded for McKenzie County Park Board's records. Direct any questions to Shannon Langland of my staff at (701) 654-7763.

Sincerely,

Rick L. Noel

Rick L. Noel
Deputy Chief, Real Estate
Real Estate Contracting Officer

Enclosures

Copy Furnished:
Peggy Hellendsaas
Tobacco Gardens Resort & Marina
4781 Highway 1806 West
Watford City, North Dakota 58854

DEPARTMENT OF THE ARMY
TEMPORARY CONSTRUCTION LICENSE
GARRISON PROJECT
MCKENZIE COUNTY, NORTH DAKOTA

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under authority of his general administrative powers, hereby grants to **McKenzie County Park Board, 201 5th Street NW, Suite 543, Watford City, North Dakota 58854**, hereinafter referred to as the grantee, a license for **temporary construction purposes which includes construction of a temporary containment berm, sediment removal, shoreline grading and riprap placement** over, across, in and upon lands and waters of the United States, as identified in **Exhibits "A" and "B"**, attached hereto and made a part hereof, hereinafter referred to as the premises.

This license is issued in conjunction with Regulatory Permit No. NWO-2022-00272-BIS.

THIS LICENSE is granted subject to the following conditions:

1. TERM

This license is granted for a term of **two (2) years**, beginning **January 1, 2024** and ending **December 31, 2025**, but revocable at will by the Secretary.

2. CONSIDERATION

The consideration for this license shall be the construction, operation and maintenance of the facilities for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to **McKenzie County Park Board, 201 5th Street NW, Suite 543, Watford City, North Dakota 58854** and if to the United States, to the District Commander, Omaha District, Attention: Chief, Real Estate Division, 1616 Capitol Avenue, Omaha, Nebraska 68102-4901; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary," "District Commander," "Installation Commander," or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT COMMANDER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Commander, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises;
- c. subject to other outgrants of the United States on the premises; and
- d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of

**GARRISON PROJECT, NORTH DAKOTA
NO. DACW45-3-24-8006**

said officer, reimbursement made therefore by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. INDEMNITY

Prior to execution, this condition was deleted.

12. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer, Beulah Park District, and North Dakota Game and Fish Department. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Commander may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefore, or said officer may cause the property to be removed and the premises to be restored at the expense of the grantee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal or restoration work. The grantee shall also pay the United States on demand any sum, which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

13. NON-DISCRIMINATION

a. The grantee shall not discriminate against any person or persons or exclude them from participation in the grantee's operations, programs or activities conducted on the premises, because of race, color, religion, sex, sexual orientation, gender identity, age, handicap, or national origin pursuant to Executive Order 13672, 21 July 2014. The grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board. The grantee will comply with Department of Justice rules on non-discrimination.

b. The grantee, by acceptance of this license, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d); the Age Discrimination Act of 1975 (42 U.S.C. §6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. §794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

14. TERMINATION

This license may be terminated by the grantee at any time by giving the District Commander at least ten (10) days notices in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event that said notice is not given at least ten (10) days prior to the rental due date, the grantee shall be required to pay the consideration for the period shown in the Condition on **CONSIDERATION**.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically **PROHIBITED**. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resource.

c. The grantee must obtain approval in writing from said officer before any pesticide or herbicides are applied to the premises.

16. HISTORICAL PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

17. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 U.S.C. 403), and Section 404 of the Clean Waters Act (33 U.S.C. 1344).

18. EXECUTIVE ORDER 13658 – ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS

a. Any reference in this section to "prime contractor" or "contractor" shall mean the Grantee and any reference to "contract" shall refer to the License. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

b. Minimum Wages.

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(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

c. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds

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for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

e. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

f. Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

g. Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s)
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

h. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

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i. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

k. Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

l. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

m. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With

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respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

19. HOLD HARMLESS

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

20. EXECUTIVE ORDER 13706 – ESTABLISHING PAID SICK LEAVE FOR FEDERAL CONTRACTORS

Any reference in this section to "prime contractor" or "contractor" shall mean the Grantee and any reference to "contract" shall refer to the License.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

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(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;

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(vi) The total wages paid (including all pay and benefits provided) each pay period;

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;

(ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in §13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);

(xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

(xiii) The relevant covered contract;

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2) (i) If a contractor wishes to distinguish between an employee's covered and noncovered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time he or she asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use his or her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

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(4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination. (1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request

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to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for: (i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13; (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13; (iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or (iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Prior to the execution of this license, the following site-specific Condition Nos. 21, 22, 23, 24 and 25 were added hereto and made a part hereof:

21. USE OF THE PREMISES

No structures, power lines, pipelines or ground disturbance other than that herein authorized may be constructed or pursued upon the premises unless and until the type, use, design and proposed location has been approved in writing by said officer. Improvements constructed in accordance with plans approved by said officer shall remain the property of the grantee, or subsequent assignees, subject, however, to the provisions of the Condition on **RESTORATION**.

22. VEGETATION PROTECTION

The grantee shall not unnecessarily remove or damage any trees or shrubs within the premises or in any manner substantially change the contour or condition of the premises herein granted. Within ninety (90) days of completion of construction, the grantee shall restore all

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disturbed land within the granted premises to a condition like or equal to that which existed prior to the work herein authorized. The grantee shall replace removed or damaged vegetation in accordance with the Garrison Project Tree/Vegetation Mitigation Plan and all subsequent written agreements derived from that plan. The grantee shall reseed all disturbed ground with a grass and forbs seed mixture approved by the North Dakota Game and Fish Department, to conform with the surrounding vegetation. Reseeding dates, will be determined by the North Dakota Game and Fish Department. The grantee shall ensure survival of the reseeded area for a period of two (2) years from the planting date. The grantee shall replace all removed or damaged woody vegetation and ensure survival of the replaced trees and shrubs for a period of five (5) years from the planting date. The grantee will be required to control all noxious weeds within the right-of-way for the term of the license. The grantee shall reseed and restore the disturbed area after termination of this license and ensure plant survival for a period of two years from the termination date.

23. THREATENED AND ENDANGERED SPECIES

Threatened and endangered species census and productivity surveys will be conducted by Garrison Project Natural Resource personnel on the granted premises. If threatened or endangered species are observed on the premises during construction or operation of the granted facilities, the grantee will be required to cease all activities on the premises immediately. Garrison Project personnel will advise the grantee of appropriate actions that must be taken to avoid negative effects to those species, which may include temporary or long-term cessation of construction and/or operation of the facilities on the granted premises.

24. ACCESS

Unless specifically herein authorized, the installation and use of said facilities by the grantee shall not interfere with or obstruct access to and exit from the water areas by the general public for fishing, boating, and recreational purposes.

25. CONSTRUCTION AND SITE-SPECIFIC CONDITIONS

a. The grantee must comply with the following site-specific condition:

(1) To minimize adverse impacts during construction activities, Brosz Engineering or the construction contractor shall monitor both the rainfall and reservoir stage/elevation and take necessary precautions.

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THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army,
this ____ day of _____, 2024.

Rick L. Noel
Deputy Chief, Real Estate Division
Real Estate Contracting Officer

THIS LICENSE is also executed by the grantee this ____ day of _____, 2024.

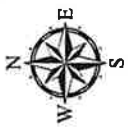
MCKENZIE COUNTY PARK BOARD

BY: _____

TITLE: _____

Garrison Dam Lake Sakawewa

McKenzie County, ND



T153N, R97W
5th Principal Meridian

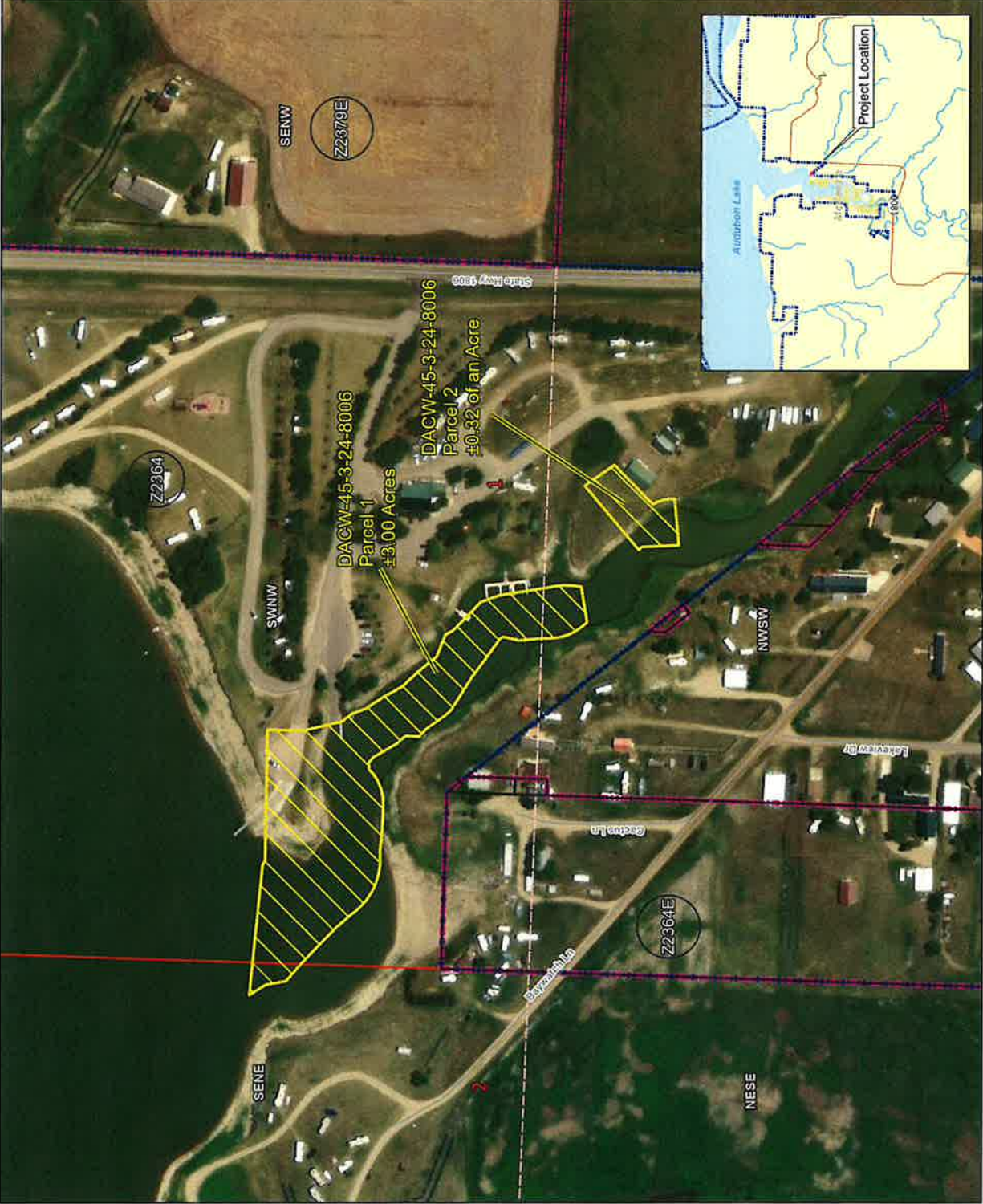
- Streets & Roads
- DACW-45-3-24-8006
(±3.32 acres)
- Project Tracts
- Project Easement
Boundary
- Project Fee Boundary
- Township
- Sections
- 1/4 Sections



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Real Estate CENW-RE-S	
Prepared by: Marjion Librando	
Production Date: 26-DEC-2023	
Revised by:	US Army Corps of Engineers Omaha District
Project Name: Garrison Dam	
File Name: T:\Garrison\DACW45-3-24-8006	

EXHIBIT "A" ATTACHED TO AND
MADE A PART OF DACW45-3-24-8006



McKenzie County Park Board Temporary Construction License

Parcel 1

A tract of land situated in Sections 1 and 2, Township 153 North, Range 97 West of the 5th Principal Meridian, McKenzie County, North Dakota, being more particularly described as follows:

Commencing at the Southwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 1, also being a point along the USACE Garrison Project Fee Boundary;

Thence North 42°41'45" East, 664.89 feet to the **POINT OF BEGINNING**;

Thence South 01°15'45" West, 67.07 feet;

Thence South 13°01'08" East, 74.29 feet;

Thence South 38°32'00" East, 23.09 feet;

Thence South 19°36'17" East, 26.38 feet;

Thence South 33°07'27" East, 37.96 feet;

Thence South 28°59'01" East, 42.33 feet;

Thence South 42°32'36" East, 43.65 feet;

Thence South 39°30'03" East, 42.63 feet;

Thence South 68°53'59" East, 43.28 feet;

Thence South 28°58'07" East, 17.71 feet;

Thence South 45°50'52" East, 73.17 feet;

Thence South 19°58'53" East, 37.50 feet;

Thence South 09°00'49" East, 88.70 feet;

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Thence along a curve to the right, having a radius of 156.29 feet, a central angle of 23°45'33", and an arc length of 64.81 feet, with a chord bearing South 01°42'19" East, for a chord length of 64.32 feet;

Thence South 80°36'11" East, 67.32 feet;

Thence along a curve to the right, having a radius of 104.28 feet, a central angle of 49°34'54", and an arc length of 90.24 feet, with a chord bearing North 19°43'35" West, for a chord length of 87.45 feet;

Thence North 05°14'55" West, 43.80 feet;

Thence North 11°34'01" East, 32.44 feet;

Thence North 39°12'25" West, 8.19 feet;

Thence North 54°48'30" West, 42.93 feet;

Thence North 53°33'25" West, 43.55 feet;

Thence North 57°24'01" West, 42.48 feet;

Thence North 57°48'42" West, 32.02 feet;

Thence North 40°11'58" West, 11.90 feet;

Thence North 35°35'08" West, 44.85 feet;

Thence North 48°19'39" West, 18.89 feet;

Thence North 03°03'37" East 25.88 feet;

Thence North 42°25'51" West 19.34 feet;

Thence North 30°27'08" West 20.61 feet;

Thence North 29°48'33" West 32.17 feet;

Thence North 50°01'31" West 12.96 feet;

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Thence South 88°05'59" West 12.71 feet;

Thence along a curve to the right, having a radius of 86.55 feet, a central angle of 48°31'28", and an arc length of 73.30 feet, with a chord bearing South 68°25'22" West, for a chord length of 71.13 feet;

Thence along a curve to the right, having a radius of 699.65 feet, a central angle of 07°10'58", and an arc length of 87.71 feet, with a chord bearing North 86°11'16" West, for a chord length of 87.65 feet;

Thence along a curve to the right, having a radius of 126.96 feet, a central angle of 60°28'06", and an arc length of 133.99 feet, with a chord bearing North 65°42'43" West, for a chord length of 127.86 feet;

Thence North 40°41'28" West 41.07 feet;

Thence North 45°24'48" West 43.67 feet;

Thence North 45°51'14" West 42.75 feet;

Thence North 48°48'03" West 47.48 feet;

Thence North 10°06'50" West 31.60 feet;

Thence North 11°17'12" West 5.99 feet;

Thence North 31°39'42" West 36.53 feet;

Thence South 84°12'48" East 237.05 feet;

Thence along a curve to the right, having a radius of 26.49 feet, a central angle of 34°24'43", and an arc length of 15.91 feet, with a chord bearing South 70°49'07" East, for a chord length of 15.67 feet;

Thence South 89°01'20" East 243.51 feet to the **POINT OF BEGINNING**;

The tract of land herein described contains 3.00 acres, more or less.

TOGETHER WITH

26DEC2023MLL

EXHIBIT "B" ATTACHED TO AND MADE
A PART OF DACW45-3-24-8006

Parcel 2

A tract of land situated in Section 1, Township 153 North, Range 97 West of the 5th Principal Meridian, McKenzie County, North Dakota, being more particularly described as follows:

Commencing at the Northeast corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 1, also being a point along the USACE Garrison Project Fee Boundary;

Thence South 73°41'15" West, 387.61 feet to the **POINT OF BEGINNING**;

Thence South 45°52'38" West, 102.42 feet;

Thence along a curve to the right, having a radius of 73.35 feet, a central angle of 33°01'06", and an arc length of 42.27 feet, with a chord bearing South 13°27'18" East, for a chord length of 41.69 feet;

Thence South 84°50'27" West, 86.51 feet;

Thence North 02°41'35" West, 68.66 feet;

Thence North 43°32'02" West, 7.82 feet;

Thence North 49°54'45" East, 156.27 feet;

Thence South 35°14'56" East, 67.65 feet to the **POINT OF BEGINNING**.

The tract of land herein described contains 0.32 of an acre, more or less.

The combined tracts of land herein described contain 3.32 acres, more or less.

All bearings and distances cited herein relative to the North Dakota North State Plane Coordinate System, NAD 83 U.S. Feet.