



City of Beach
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Equal Opportunity Employer

Mayor
Walter Losinski
PO Box 907
Beach, ND 58621

City Council
Tom Marman
PO Box 613
Beach, ND 58621

Sarah Ross
PO Box 35
Beach, ND 58621

John Stonehocker
86 5th St. SW
Beach, ND 58621

Lynn Swanson
PO Box 26
Beach, ND 58621

Beverly Wolff
PO Box 1060
Beach, ND 58621

Andy Zachmann
PO Box 112
Beach, ND 58621

City Auditor
Kimberly Gaugler

Public Works Super.
Randy Dietz

City Council Meeting Agenda

City Hall – 153 E. Main Street

Monday, September 15, 2025, - 7 pm

1. Call Meeting to Order, stand as able for the Pledge of Allegiance (NDCC 40-06-02)
2. Roll Call
3. Additions or Corrections to the Agenda & Approval
4. Recognize Visitors and Public Participation
5. Reading of September 2nd Meeting Minutes & Approval
6. Engineer's Report
 - Written Report
7. Sheriff's Report
 - Written Report
8. Public Works Superintendent Report
 - Written Report
9. Auditor's Report
 - Written Report including financials
10. Committee Reports
 - Zoning Board
 - Park Board
11. Unfinished Business
12. New Business
 - Public Hearing at 7:30 pm for comment and/or questions on the Final Budget for the Year Ending 2026.
 - Public Hearing at 7:45 pm for comment and/or questions on an Application for Approval of Zoning Change submitted by property owners of Hunter's 3rd Addition, Block 3, Lots 7, 8, 9 to change lots from Residential-1 to Commercial-2.
13. Adjourn

NEXT REGULAR MEETING

Monday, October 6th

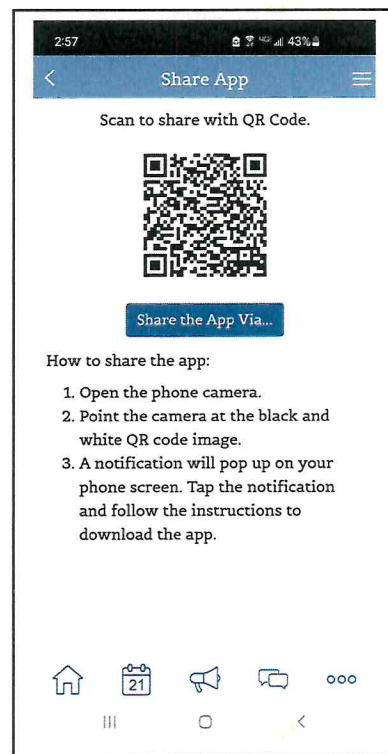
*"Communication -- the human connection --
is the key to personal and career success."
Paul J. Meyer*

Landfill summer hours: May-October - Tuesdays & Thursdays: 4-7 PM and Saturdays: 9am -2pm

Landfill winter hours: November-April - 1st & 3rd Saturdays of every month 9am-2pm

Please check www.beachnd.com or The City app for any changes/updates to the landfill hours.

If you would like to receive an agenda packet via email only, please email us at: cityofbeach@midstate.net



CITY COUNCIL PROCEEDINGS
PUBLISHED SUBJECT TO THE GOVERNING BODY'S REVIEW AND REVISION

A regular meeting of the Beach City Council was called to order by Mayor Walter Losinski on September 2, 2025, at 7:00 p.m. Present when the meeting was called to order was City Council Tom Marman, Sarah Ross, Bev Wolff, Andy Zachmann, City Auditor Kimberly Gaugler, Administrative Assistant Lea Massado, and guests Jordanna Garland and Corlene Olson.

The Pledge of Allegiance was recited.

Roll call was taken. City Council Lynn Swanson-Puckett and John Stonehocker were absent.

Public Participation

Mayor Losinski read the newly established policy for public participation: "The City of Beach welcomes and values public input during its meetings. We want to ensure that individuals have a fair opportunity to be heard while maintaining an orderly and efficient meeting environment. Public participation will be the first non-procedural agenda item at all regular meetings of the Beach City Council. We ask that you please state your name clearly, and the agenda item from the current meeting agenda or the previous meeting agenda that you are addressing. Each individual will be allotted three minutes to make comments. Individuals will be notified when the three minutes have expired. Comments must address the agenda item identified, be pertinent to the City of Beach and be directed to the board as a whole. Comments may not be defamatory, abusive, harassing, or unlawful, include information that is exempt or confidential under North Dakota open records law, or interfere with the orderly conduct of the meeting."

Corlene Olson complimented the Mayor and City Council on meeting procedure. Ms. Olson inquired if the side streets that are within the 2025 Street and Utility Improvement Project area would be improved as well. She noted that during this project heavy equipment caused significant damage to certain areas of the streets. Mayor Losinski mentioned her concerns will be shared with the Public Works Superintendent to be addressed.

Additions or Corrections to the Agenda and Approval

Mayor Losinski called for any additions or corrections to the agenda. Zachmann moved to approve the agenda as presented, second by Wolff. Motion carried unanimously.

Minutes

Minutes of the meeting on August 18, 2025, were presented. Wolff moved to approve the minutes as presented, second by Ross. Motion carried unanimously.

Vouchers

Vouchers were reviewed for payment. Ross moved to approve the following vouchers, second by Zachmann. Motion carried unanimously.

25027 Advanced Engineering and Environmental Services 60,828.58

25028 Beach Co-op Grain 56.50

25029 Beach Park Board 6,985.49

25030 Black Mountain Software 2,002.00

25031 Boss Office Products 640.89

25032 Cooperative Legal Services PLLC 687.50
25033 Coral Creek Landfill 2,423.05
25034 Eugene Padilla 685.00
25035 Farmers Union 2,990.58
25036 Fireside Office Solutions 198.67
25037 First State Bank 1,074.75
25038 G & G Garbage LLC 1,800.00
25039 Golden Valley County 9,945.46
25040 Greyson Stedman 152.00
25041 GS Publishing LLC 1,629.69
25042 Jill Schatz 45.00
25043 John Deere Financial 199.44
25044 Marman Plumbing & Construction 280.00
25045 Mid-American Research Chemical 2,937.60
25046 MDU 5,495.33
25047 One Call Concepts 9.00
25048 Prairie Lumber Company 486.98
25049 Rob Curl 1,420.00
25050 Rocky Mountain Print Solutions 199.00
25051 Rohan's Hardware 16.98
25052 Saber Shred Solutions Inc 3,397.50
25053 Southwest Water Authority 22,359.42
25054 Southwestern District Health Unit 100.00
25055 Stockwell Cleaning 175.00
25056 Swanston Equipment 8,700.00
25057 Thomas Littlecreek 59.89
25058 X Food's 450.28
25005-25007, -87369 - -87362, 25017-25023, -87360- -87347 August Payroll 37,465.54
25008 City of Beach 484.49
25009 Unum Life 69.92
25010 Badlands Cleaning Service 100.00
25011 Beach Park Board 1,000.00
25012 First State Bank of Golva 9,920.99
25013 Golden Valley County 20.00
25014 Jones Heating and Refrigeration LLC 3,084.00
25015 BEK Consulting LLC 152,959.50
25016 Verizon Wireless 255.36
-87361 First State Bank of Golva 3,643.27
-87346 First State Bank of Golva 3,910.01
-87345 NDPERS 4,817.80
25024 City of Beach 909.72
25025 Blue Cross Blue Shield 11,725.90
25026 USPS 241.12
-99988 Bank of North Dakota 13,400.00
-99987 Bank of North Dakota 5,320.30

Public Works Report

PWS Randy Dietz joined the meeting at 7:15, providing updates on utility and street projects. The south water tower has been repaired, disinfected, and waiting for water test results before it can be put back online. McGuire Iron, Inc. is also inspecting the north water tower for a leak.

Auditor's Report

Gaugler reviewed her written report. Gaugler mentioned expenses to date are \$6,288,597.01 and revenues to date are \$6,570,511.80. A Public Hearing is scheduled on September 15th at 7:30 p.m. for comments or questions on the Preliminary Budget for the year ending 2026. The amounts approved to be levied are:

General Fund \$207,880.00

City Specials \$17,000.00

Special Assessment Deficiency \$1,050.00

Emergency \$3,250.00

Total levy \$229,180.00

Committee Reports

There were no committee reports given.

Unfinished Business

There was no unfinished business.

New Business

Correspondence was presented from Building Inspector Melvin Zent regarding an Order of Condemnation and Demolition at Lot 15 S1/2, Block 1, Original Plat to the City of Beach. Ross moved to accept the Building Inspector's report and proceed with the condemnation process, second by Andy Zachmann. Motion carried unanimously.

Correspondence was read from Prairie Public Broadcasting formally notifying the City of Beach of their desire to extend their lease for an additional thirty years as is allowed by the original lease. Zachmann moved to approve the extension, second by Wolff. Motion carried unanimously.

The 2026 Law Enforcement Service Contract with Golden Valley County for an annual amount of \$117,041.52 was reviewed. Zachmann moved to approve the contract, second by Wolff. Motion carried unanimously.

Resolution No. 2025-18

\$3,424,000

**CITY OF BEACH, NORTH DAKOTA
STREET IMPROVEMENT DISTRICT NO. 2025-01
(MAIN AND CENTRAL STREET RECONSTRUCTION)
IMPROVEMENT BOND, SERIES 2025B
(INFRASTRUCTURE REVOLVING LOAN FUND)**

FINANCING RESOLUTION

BE IT RESOLVED by the City Council (the "Council") of the City of Beach, Golden Valley County, North Dakota (the "City"), as follows:

1. **AUTHORITY.** It is hereby found, determined and declared that the City has heretofore duly created Street Improvement District No. 2025-01 (Main and Central Street Reconstruction) (the "Improvement District") and has ordered, received and approved plans and specifications, and estimates of the cost for the construction of roadway improvements consisting of, but not limited to, utility work, drainage improvements, grading, replacing curb, gutter and sidewalk and full road reconstruction (the "Project" or "Improvements"); that the Council determined the necessity of constructing the Project; and, where applicable, by petition or after giving the owners of property liable to be specially assessed therefor the opportunity provided by law to protest against the construction of the Improvements, it was determined that protests sufficient to divest the City and the Council with reference to the making of the Improvements had not been filed or a petition having been received; that contracts for construction of the Improvements have been duly awarded and executed; that the contracts and contractors bonds have been and are hereby approved; that the City possesses and has power to exercise through this Council full and exclusive jurisdiction over all utilities, streets and places wherein the Improvements are located; that the total cost of the Improvements in excess of any other funds on hand and appropriated for the payment of such cost, including reimbursing other funds of the City for any amounts temporarily advanced to meet immediate expenses of the Improvements is estimated to be not less than \$3,424,000, which is expected to be financed by improvement warrants or bonds; that the total benefits to all lots, tracts and parcels of land liable to be specially assessed for benefits resulting from the Improvements in the Improvement Districts will not be less than the cost of the Improvements to be assessed against the properties as herein provided; and that all acts, conditions, and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed preliminary to the issuance and sale of the improvement bonds to provide moneys to pay for the Improvements have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required. The Project will comply with all Americans with Disabilities regulations and requirements per the North Dakota Department of Transportation.

2. **AUTHORIZATION AND SALE OF THE BOND.** Pursuant to the authority of Section 40-24-19 of the North Dakota Century Code ("N.D.C.C.") and in anticipation of the collection of special assessments, utility revenues and taxes, if any, and for the purpose of borrowing money to pay the cost of the Improvements, the City hereby authorizes and directs the issuance of its Improvement Bond, Series 2025B in the aggregate principal amount not to exceed Three Million Four Hundred Twenty Four Thousand Dollars (\$3,424,000) (the "Bond"). The principal of the

Bond shall be advanced by the Bank of North Dakota ("BND") in installments as provided in the Loan Agreement entered into between BND and the City of even date with the Bond (the "Loan Agreement"). Principal payments of the Bond shall be made on May 1 and November 1 of each year, commencing May 1, 2027 in an amount determined by BND to be sufficient to amortize the outstanding principal over the remaining term of the Bond, with a final maturity date of May 1, 2046, subject however to the final amortization schedule to be attached to the Bond upon the final loan advance in accordance with the Loan Agreement. The preliminary amortization schedule has been presented to the Council at this meeting and is hereby approved. Each loan advance shall be recorded on the grid on the reverse of the Bond.

The Bond shall be issued as a single bond in fully registered form, shall bear interest from the date of the first loan advance until paid at the rate of 2.00% per annum and shall mature on May 1, 2046, subject to redemption and prepayment as provided herein. The Bond shall be dated September 15, 2025.

Interest shall be payable on May 1 and November 1 in each year commencing on May 1, 2026 ("Interest Payment Date") and shall accrued on the amount of the Bond proceeds advanced by BND and outstanding from the date of such advance to the Interest Payment Date (calculated on the basis of a 360-day year consisting of twelve months of 30 days each). The principal of and interest on the Bond shall be payable at the office of BND, Bismarck, North Dakota.

The City has received an offer to purchase the Bond from BND at a price of \$3,424,000 and upon the further terms and conditions hereinafter set forth, in the Loan Agreement, the commitment letter dated August 14, 2025 (the "Commitment Letter") and pursuant to the requirements of the Infrastructure Revolving Loan Fund, N.D.C.C. Section 6-09-49. The City hereby accepts the offer of BND to purchase the Bond at a price equal to one hundred percent (100%) of the principal amount advanced, plus accrued interest. The Loan Agreement, in substantially the form presented to the City at this meeting, is hereby accepted and authorized to be executed on behalf of the City by its Mayor and City Auditor (the "Authorized Officers") with such modifications as may be approved by the Authorized Officers, such execution to be conclusive evidence of the approval of any modifications with respect to the Loan Agreement.

3. **FORM OF BOND.** The Bond shall be printed in substantially the form on file with the City Auditor and shall contain a recital that it is issued pursuant to Section 40-24-19, N.D.C.C. The Bond shall be prepared for execution under the direction of the City Auditor and shall be executed on behalf of the City by the manual signatures of the Mayor and City Auditor. When executed, the Bond shall be delivered by the City Auditor to BND upon payment of the initial advance.

4. **REDEMPTION.** The Bond is subject to redemption at the option of the City on any date with the written consent of BND, in whole or in part, at a price equal to the principal amount thereof to be redeemed plus accrued interest to the redemption date. If redeemed in part, BND shall provide a revised principal payment schedule to amortize the Bond over the remaining term. The principal of the Bond shall be subject to mandatory redemption on May 1 and November 1 in the years and amounts set forth on the amortization schedule, subject to adjustment based on the actual principal amount advanced by BND.

Unless waived by the owner of the Bond, official notice of any such redemption shall be given by the City Auditor on behalf of the City by mailing a copy of any official redemption notice by first class mail at least thirty (30) days prior to the date fixed for redemption to the registered owner of the Bond to be redeemed at such address as is furnished in writing by such registered owner. Official notice of redemption having been given as aforesaid, the Bond or portion of the Bond so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bond or portions of the Bond shall cease to bear interest. Installments of interest due on or prior to the redemption date shall be payable as provided herein for payment of interest.

5. **STREET IMPROVEMENT DISTRICT NO. 2025-01 FUND.** There is hereby created a special fund of the City for the Improvement District, designated as Street Improvement District No. 2025-01 Fund (the "Fund"). The Fund shall be held and administered by the City Auditor separate and apart from all other funds of the City and shall be continued and maintained as herein directed until the Bond shall have been fully paid with interest. In the Fund there shall be maintained two (2) separate accounts to be designated as the "Construction Account" and "Principal and Interest Account," respectively.

There shall be credited to the Construction Account advances of the principal of the Bond. Costs and expenses of making the Improvements, including interest coming due during construction, costs of issuance and payment of any temporary bonds, shall be paid from time to time as incurred and allowed from the Construction Account and moneys in the Construction Account shall be used for no other purpose, provided, that if upon completion of the Improvements and approval thereof by the Engineer for the City, and payment of all claims and expenses in respect to the Improvements, there shall remain any unexpended balance in the Construction Account, such balance shall be transferred to the Principal and Interest Account and handled and accounted for in the same manner as other moneys in that account.

There shall be credited to the Principal and Interest Account in the Fund (i) the revenues from the City's utilities to the extent appropriated by the Council, (ii) the entire amount of special assessments collected from the Improvement District, (iii) any taxes levied with respect to the Improvements to pay any deficiency, and (iv) any balance remaining in the Construction Account after completion of the Improvements. Moneys in the Principal and Interest Account shall be used only for payment of the principal of and interest on the Bond and the Administrative Fee as such payments become due. The moneys and investments in the Principal and Interest Account are irrevocably pledged and appropriated to and shall be used to the extent required for the payment of principal of and interest on the Bond when and as the same shall become due and payable for that purpose only.

6. **RESERVE ACCOUNT.** A separate reserve account will not be established within the Fund.

7. **LEVY OF SPECIAL ASSESSMENTS.** With respect to the Improvement District, the City covenants and agrees with the holders of the Bond drawn on the Fund of the Improvement

District that it will perform, in accordance with law, all acts and things necessary for the final and valid levy of special assessments against properties within the Improvement District benefitted by the Improvements, in an aggregate amount not less than the cost of the Improvements to be paid from the Bond. The City will cause the installments of special assessments as finally confirmed by the City to be annually certified to the Golden Valley County Auditor for collection with the general taxes chargeable against the property in the Improvement District, except to the extent that payment is provided for by dedication of a portion of the revenues or service charges, if any, available to the City pursuant Section 40-22-16, N.D.C.C. and except an amount not exceeding one-fifth (1/5) of the cost of the Improvements and not exceeding any applicable constitutional or statutory debt limit, as the City may determine to pay by the levy of ad valorem taxes upon all taxable property within its corporate limits. The City will continue to cause annual certification of balances of special assessments unpaid for the Improvement District to be certified for repayment over a period of years, pursuant and subject to Section 40-24-11, N.D.C.C. The City will forgive, rebate, or otherwise reduce special assessments to the amount necessary to match total Project costs, and any loan forgiveness. Special assessments will be first certified for collection as follows, and shall be certified and collected annually thereafter:

<u>Improvement District</u>	<u>Repayment Period (Years)</u>	<u>Year Of First Levy</u>	<u>Year Of First Collection</u>
Street Improvement District No. 2025-01	20	2026	2027

Installments of the special assessments from time to time remaining unpaid shall bear interest at an annual rate not exceeding one and one-half percentage points (1½%) above the average net annual interest rate on the Bond. Prior to November 1 of each year the City shall determine the amount of utility revenues, if any, or any other sources, to be appropriated to the Principal and Interest Account to pay the principal and interest on the Bond coming due in the following year. The City shall direct the Golden Valley County Auditor to reduce, by a proportionate amount, the total amount of special assessments that would otherwise be placed on the tax lists of the City to the extent utility revenues or other sources are appropriated to pay the Bond. In the event that the assessment should at any time be held invalid with respect to any lot or tract of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the City or by the Council or by any City officers or employees, whether in the making of the assessment or in the performance of any condition precedent thereto, the City and this Council covenant and agree that they will forthwith do all such further acts and take all further proceedings as may be required by law to make such assessment a valid and binding lien upon such lot or tract.

8. GENERAL OBLIGATION OF THE CITY. With respect to the Fund, the City hereby recognizes its obligation with respect to the Bond drawn against the Fund, as set forth in Section 40-26-08, N.D.C.C., that whenever all revenues, special assessments and taxes, if any, collected for the Improvements are insufficient to pay principal of or interest then due on the Bond, the Council shall thereupon levy a tax upon all taxable property in the City for the payment of such deficiency; provided, that if the Bond has been exchanged for refunding improvement bonds pursuant to the provisions of Chapter 40-27, N.D.C.C., such deficiency tax may be made payable in the years and amounts required to pay the principal of and interest on the refunding improvement bonds as the same become due. Nothing herein contained shall be deemed to limit the power of the City and this Council under the provisions of the Section 40-26-08, as amended, to levy a

general tax in anticipation of a deficiency considered likely to occur in the Fund within one year, and it is hereby declared to be the policy of the City that the Council will annually review the current requirements and resources of the Fund, at the time of the preparation of and hearing on the municipal budget, in accordance with the provisions of Chapter 40-40, N.D.C.C., to the end that provision may be made in each annual budget for any deficiency in the Fund which is deemed likely to occur within one year. Such taxes levied in accordance with the provisions of this paragraph in payment of a deficiency, or in anticipation of a deficiency, shall be paid upon collection into the Principal and Interest Account of the Fund and applied as provided in paragraph 5 hereof.

9. **REFUNDING BONDS.** With respect to the Fund, the City reserves the right and privilege of refunding any installments of principal of the Bond which are past due, or the redemption or exchange of which the holder thereof shall have consented, and for the payment of which monies are not at the time available in the Fund, by issuing refunding bonds pursuant to the provisions of Section 40-27-06, N.D.C.C. Such refunding bond shall be payable from the Fund on a parity with the Bond theretofore issued which remain outstanding. With respect to the Fund, the City also reserves the right to issue additional improvement bonds for the payment of the cost of the Improvements in the Improvement District if the actual cost of the Improvements should be greater than has been estimated, such additional bonds to be payable from the Fund on a parity with the Bond.

10. **AUTHENTICATION, REGISTRATION AND TRANSFER.** Books for the registration and for the transfer of the Bond as provided in this Resolution shall be kept by the City Auditor, who is hereby appointed the Registrar and Paying Agent of the City for the Bond. Upon surrender for transfer of any Bond at the principal office of the Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the City shall execute, and the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond for a like aggregate principal amount.

The Registrar shall not be required to (i) transfer or exchange the Bond during the period of 15 days preceding any Mandatory Payment Date or, (ii) transfer or exchange a Bond selected, called, or being called for redemption in whole or in part.

11. **FURNISHING DOCUMENTS.** The Authorized Officers and the Golden Valley County Auditor are authorized and directed to prepare and furnish to the purchaser of the Bond and to the attorneys approving the same, certified copies of all ordinances, resolutions, affidavits or other instruments relating to the establishment and construction of the Improvements and the operation and maintenance thereof, and the levy of special assessments and taxes therefor or the issuance of the Bond, which may be necessary or proper to show the validity of marketability of the Bond, and all instruments and transcripts so furnished, constitute representations of the City as to the correctness of the facts as stated or recited therein. The City agrees to furnish additional certifications of its officers as are necessary to establish the validity of the Bond, the absence of litigation materially affecting the issuance of the Bond and any other certifications or information reasonably necessary to insure marketability and compliance with the conditions of underwriting. Delivery of the Bond is subject to the approving opinion of bond counsel and customary closing certificates, including a certificate as to absence of material litigation and an arbitrage certificate.

12. **AMENDMENT OF RESOLUTION.** This Resolution may not be amended without the consent of the Bondholders.

13. **CERTIFICATES.** The Authorized Officers, in consultation with the counsel, are hereby authorized to deliver certificates which cure ambiguities, defects or omissions herein, correct, amend, or supplement any provision herein, all in furtherance of the financing contemplated by the Commitment Letter. Such authorization shall include adjustment of the amortization schedule and issuance of a revised bond in the event assessments are not certified for collection as provided for herein, or the preliminary amortization schedule is adjusted with the consent of BND. Any supplemental or amended documents may be executed by the Mayor and City Auditor without Council approval.

14. **ELECTRONIC SIGNATURES.** The Council authorizes the Mayor and the City Auditor to execute documents relating to the issuance of the Bond using electronic signatures. The electronic signatures of the Mayor and the City Auditor shall be as valid as an original signature of such official and shall be effective to bind such official to any document relating to the issuance of the Bond. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means.

Dated: September 2, 2025.

CITY OF BEACH, NORTH DAKOTA

Attest:

Mayor

City Auditor

The governing body of the City acted on the foregoing resolution at a properly noticed meeting held in Beach, North Dakota, on September 2, 2025, with the motion for adoption made by Zachmann and seconded by Ross, and the roll call vote on the motion was as follows:

"Aye": Marman, Ross, Wolff, and Zachmann

"Nay":

Absent: Swanson-Puckett and Stonehocker

No other business was brought forward. Wolff moved to adjourn, second by Zachmann. Meeting adjourned at 7:35 p.m.

ATTEST:

Walter Losinski, Mayor

Kimberly Gaugler, City Auditor



September 15, 2025 Council Meeting – Engineer's Report

Honorable Mayor and Council:

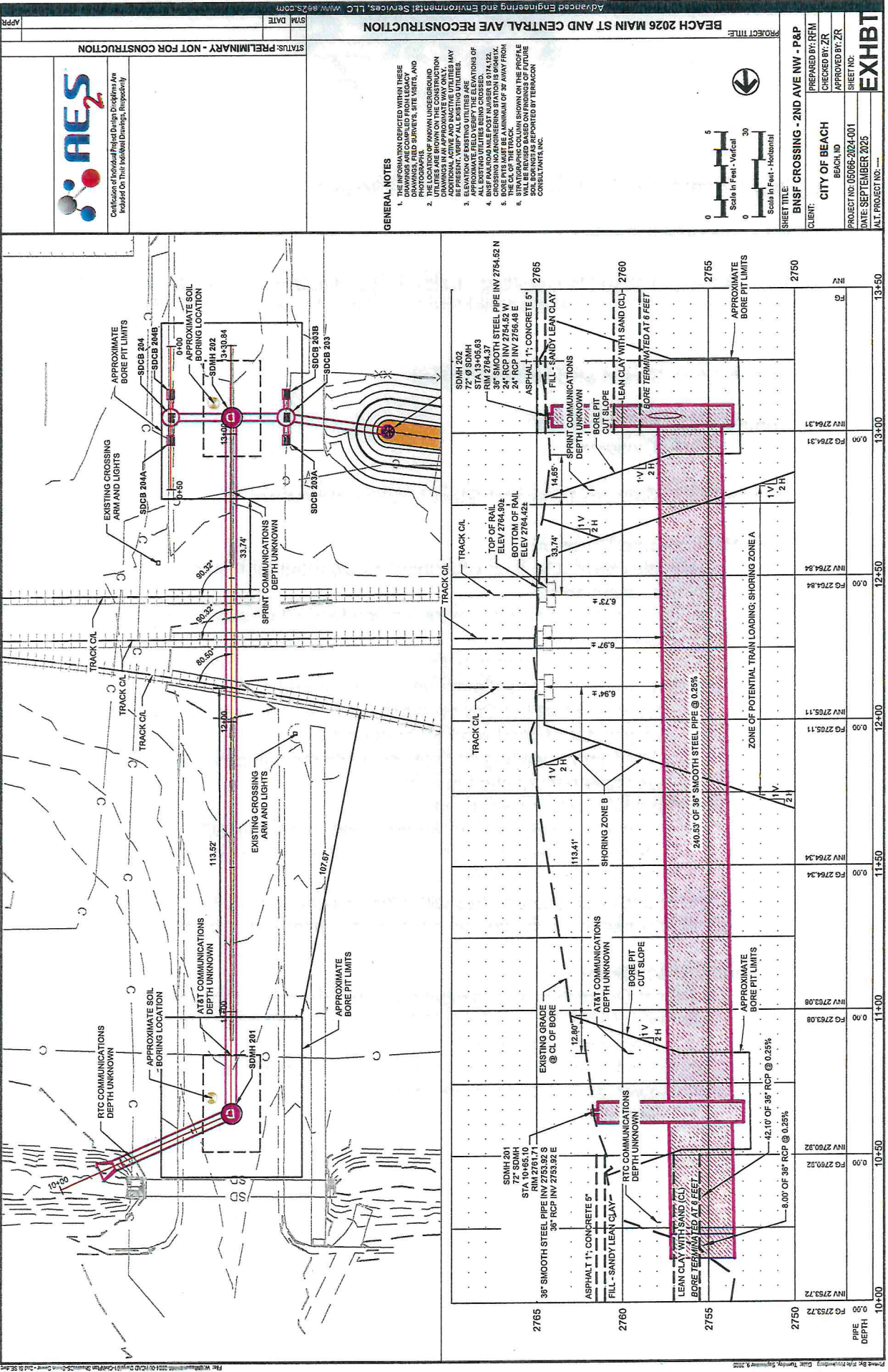
Engineer is planning to attend the meeting. Below is a summary of the status of current engineering projects and tasks. Please feel free to reach out if you have any specific questions.

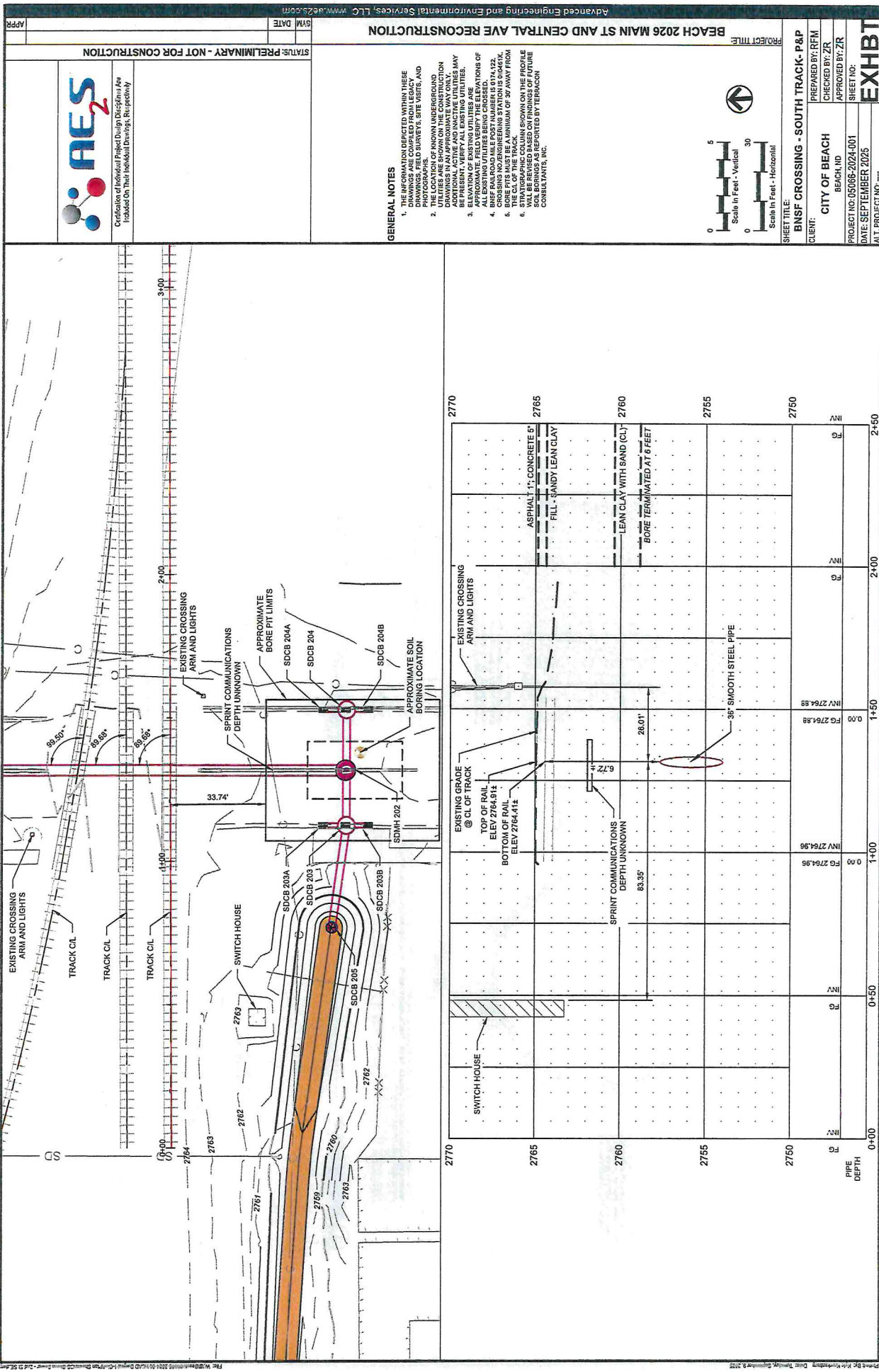
1. Beach 2025 Street and Utility Project


- **Summary of Work Planned**
 - Project Closeout

2. Beach 2026 Main and Central Street Reconstruction

- **NDDOT Flex Fund Program**
 - Large cities have a limit on what they are awarded for funding, based on what they are approved for.
 - Smaller cities are eligible for more funding beyond what they are awarded for.
- **Storm Sewer Discussion**
 - NDDOT Flex Fund is committed to funding 100% of the storm sewer cost, subject to the final cost estimate and scope of work.
 - Caveat is that the City of Beach will now have a limit on what they are eligible for beyond what was approved.
 - The State is waiting on final cost estimate numbers for the storm sewer to be implemented into the contract:
 - See attached storm sewer layout
 - Option 1: Trench Width Replacement on 2nd Ave NE
 - Option 2: Reconstruct 2nd Ave from Main Street to 1st St NE
 - Cost Estimate Handout
 - If the council wants to proceed with storm sewer, this will be bid as an alternate. If bids exceed the estimate, the city has the option not to proceed with them.
- **Additional Discussion**
 - Additional Geotechnical Investigation from Terracon is required to Jack and Bore underneath BNSF Railroad per BNSF's utility accommodation policy: **\$18,800**
 - See attached proposal
 - Wetland Delineation of the storm sewer project area is required for the proposed storm sewer layout: Meadowlark **\$6,325**
 - See attached proposal







AES
Consulting Engineers & Surveyors
P.C. 10000 Highway 100, Suite 100
Houston, Texas 77055-1000
Phone: 281.465.1000
Fax: 281.465.1001
www.aes.com

STATUS: PRELIMINARY - NOT FOR CONSTRUCTION

DATE: _____

APP: _____

PROJECT TITLE:
BEACH 2026 MAIN ST AND CENTRAL AVE RECONSTRUCTION

SHEET TITLE:
BNSF CROSSING - SOUTH TRACK-P&P

CLIENT:
CITY OF BEACH

PREPARED BY: RFM
CHECKED BY: ZR
APPROVED BY: ZR

PROJECT NO.: 05068-2024.001
SHEET NO.: _____
DATE: SEPTEMBER 2025
ALT. PROJECT NO.: _____

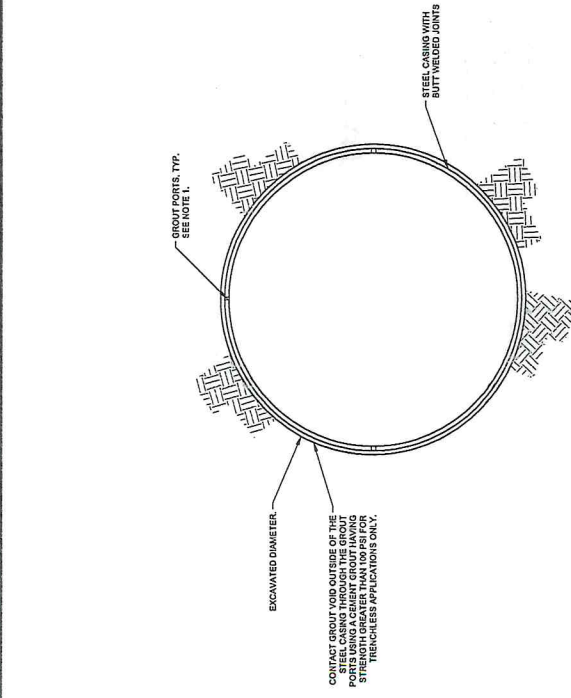
GENERAL NOTES

1. THE INFORMATION DEPICTED WITHIN THESE DRAWINGS IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT, FIELD SURVEYS, SITE VISITS, AND PHOTOGRAPHS.
2. UTILITIES ARE SHOWN ON THE CONSTRUCTION DRAWINGS IN AN APPROXIMATE WAY ONLY. UTILITIES ARE SHOWN ON THE CONSTRUCTION DRAWINGS IN AN APPROXIMATE WAY ONLY. UTILITIES ARE SHOWN ON THE CONSTRUCTION DRAWINGS IN AN APPROXIMATE WAY ONLY.
3. ELEVATION OF EXISTING UTILITIES ARE APPROXIMATE. VERIFY ALL EXISTING UTILITIES BEFORE CONSTRUCTION.
4. ALL EXISTING UTILITIES BEING CROSSED, CROSSING UNDER THE PROPOSED STRUCTURE, SHALL BE PROTECTED BY A MINIMUM OF 30" AWAY FROM THE STRUCTURE.
5. BORE PITS MUST BE A MINIMUM OF 30" AWAY FROM THE STRUCTURE.
6. STRATIGRAPHIC COLUMN SHOWN ON THE PROFILE SHALL BE BASED ON FINDINGS OF FUTURE CONSULTANTS, INC.

Scale in Feet - Vertical

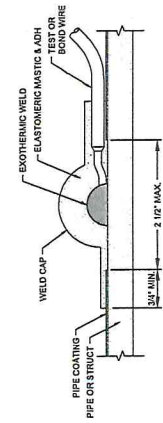
Scale in Feet - Horizontal

EXHBT



- NOTES:
1. GROUT PORTS SHALL BE PLACED AT A MAXIMUM INTERVAL OF 16 FEET IN THE GROUT AND SPACING OF THE CASING PIPE HAVING A MINIMUM DIAMETER OF 24 INCHES. GROUT PORTS SHALL BE THREADED AND CAPPED. FIELD INSTALLATION OF GROUT PORTS WILL NOT BE PERMITTED.
 2. SEE DETAIL 2 THIS SHEET FOR CASING PIPE JOINT TYPE AND TABLE FOR THE MINIMUM CASING PIPE WALL THICKNESS FOR THE GIVEN DIAMETER.

1. BORED PIPE DETAIL
C512 NOT TO SCALE



1. EXOTHERMIC WELD CONNECTION
C512 NOT TO SCALE

Table 1.1: Minimum Wall Thicknesses for Steel Pipe Under a Given Internal Pressure	Pipe Diameter in (inches)	Cover in Feet										Maximum Cover in (inches)
		Cover in Feet										
		4	5	6	7	8	9	10	11	12		
24	0.512	0.512	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	19	
30	0.535	0.535	0.524	0.524	0.524	0.524	0.524	0.524	0.524	0.524	17	
36	0.548	0.548	0.538	0.538	0.538	0.538	0.538	0.538	0.538	0.538	15	
42	0.561	0.561	0.551	0.551	0.551	0.551	0.551	0.551	0.551	0.551	13	
48	0.574	0.574	0.564	0.564	0.564	0.564	0.564	0.564	0.564	0.564	11	
54	0.587	0.587	0.577	0.577	0.577	0.577	0.577	0.577	0.577	0.577	9	
60	0.600	0.600	0.590	0.590	0.590	0.590	0.590	0.590	0.590	0.590	7	
66	0.613	0.613	0.603	0.603	0.603	0.603	0.603	0.603	0.603	0.603	5	
72	0.626	0.626	0.616	0.616	0.616	0.616	0.616	0.616	0.616	0.616	3	
78	0.639	0.639	0.629	0.629	0.629	0.629	0.629	0.629	0.629	0.629	1	
84	0.652	0.652	0.642	0.642	0.642	0.642	0.642	0.642	0.642	0.642		
90	0.665	0.665	0.655	0.655	0.655	0.655	0.655	0.655	0.655	0.655		
96	0.678	0.678	0.668	0.668	0.668	0.668	0.668	0.668	0.668	0.668		
102	0.691	0.691	0.681	0.681	0.681	0.681	0.681	0.681	0.681	0.681		
108	0.704	0.704	0.694	0.694	0.694	0.694	0.694	0.694	0.694	0.694		
114	0.717	0.717	0.707	0.707	0.707	0.707	0.707	0.707	0.707	0.707		
120	0.730	0.730	0.720	0.720	0.720	0.720	0.720	0.720	0.720	0.720		
126	0.743	0.743	0.733	0.733	0.733	0.733	0.733	0.733	0.733	0.733		
132	0.756	0.756	0.746	0.746	0.746	0.746	0.746	0.746	0.746	0.746		
138	0.769	0.769	0.759	0.759	0.759	0.759	0.759	0.759	0.759	0.759		
144	0.782	0.782	0.772	0.772	0.772	0.772	0.772	0.772	0.772	0.772		
150	0.795	0.795	0.785	0.785	0.785	0.785	0.785	0.785	0.785	0.785		
156	0.808	0.808	0.798	0.798	0.798	0.798	0.798	0.798	0.798	0.798		
162	0.821	0.821	0.811	0.811	0.811	0.811	0.811	0.811	0.811	0.811		
168	0.834	0.834	0.824	0.824	0.824	0.824	0.824	0.824	0.824	0.824		
174	0.847	0.847	0.837	0.837	0.837	0.837	0.837	0.837	0.837	0.837		
180	0.860	0.860	0.850	0.850	0.850	0.850	0.850	0.850	0.850	0.850		
186	0.873	0.873	0.863	0.863	0.863	0.863	0.863	0.863	0.863	0.863		
192	0.886	0.886	0.876	0.876	0.876	0.876	0.876	0.876	0.876	0.876		
198	0.899	0.899	0.889	0.889	0.889	0.889	0.889	0.889	0.889	0.889		
204	0.912	0.912	0.902	0.902	0.902	0.902	0.902	0.902	0.902	0.902		
210	0.925	0.925	0.915	0.915	0.915	0.915	0.915	0.915	0.915	0.915		
216	0.938	0.938	0.928	0.928	0.928	0.928	0.928	0.928	0.928	0.928		
222	0.951	0.951	0.941	0.941	0.941	0.941	0.941	0.941	0.941	0.941		
228	0.964	0.964	0.954	0.954	0.954	0.954	0.954	0.954	0.954	0.954		
234	0.977	0.977	0.967	0.967	0.967	0.967	0.967	0.967	0.967	0.967		
240	0.990	0.990	0.980	0.980	0.980	0.980	0.980	0.980	0.980	0.980		
246	1.003	1.003	0.993	0.993	0.993	0.993	0.993	0.993	0.993	0.993		
252	1.016	1.016	1.006	1.006	1.006	1.006	1.006	1.006	1.006	1.006		
258	1.029	1.029	1.019	1.019	1.019	1.019	1.019	1.019	1.019	1.019		
264	1.042	1.042	1.032	1.032	1.032	1.032	1.032	1.032	1.032	1.032		
270	1.055	1.055	1.045	1.045	1.045	1.045	1.045	1.045	1.045	1.045		
276	1.068	1.068	1.058	1.058	1.058	1.058	1.058	1.058	1.058	1.058		
282	1.081	1.081	1.071	1.071	1.071	1.071	1.071	1.071	1.071	1.071		
288	1.094	1.094	1.084	1.084	1.084	1.084	1.084	1.084	1.084	1.084		
294	1.107	1.107	1.097	1.097	1.097	1.097	1.097	1.097	1.097	1.097		
300	1.120	1.120	1.110	1.110	1.110	1.110	1.110	1.110	1.110	1.110		
306	1.133	1.133	1.123	1.123	1.123	1.123	1.123	1.123	1.123	1.123		
312	1.146	1.146	1.136	1.136	1.136	1.136	1.136	1.136	1.136	1.136		
318	1.159	1.159	1.149	1.149	1.149	1.149	1.149	1.149	1.149	1.149		
324	1.172	1.172	1.162	1.162	1.162	1.162	1.162	1.162	1.162	1.162		
330	1.185	1.185	1.175	1.175	1.175	1.175	1.175	1.175	1.175	1.175		
336	1.198	1.198	1.188	1.188	1.188	1.188	1.188	1.188	1.188	1.188		
342	1.211	1.211	1.201	1.201	1.201	1.201	1.201	1.201	1.201	1.201		
348	1.224	1.224	1.214	1.214	1.214	1.214	1.214	1.214	1.214	1.214		
354	1.237	1.237	1.227	1.227	1.227	1.227	1.227	1.227	1.227	1.227		
360	1.250	1.250	1.240	1.240	1.240	1.240	1.240	1.240	1.240	1.240		
366	1.263	1.263	1.253	1.253	1.253	1.253	1.253	1.253	1.253	1.253		
372	1.276	1.276	1.266	1.266	1.266	1.266	1.266	1.266	1.266	1.266		
378	1.289	1.289	1.279	1.279	1.279	1.279	1.279	1.279	1.279	1.279		
384	1.302	1.302	1.292	1.292	1.292	1.292	1.292	1.292	1.292	1.292		
390	1.315	1.315	1.305	1.305	1.305	1.305	1.305	1.305	1.305	1.305		
396	1.328	1.328	1.318	1.318	1.318	1.318	1.318	1.318	1.318	1.318		
402	1.341	1.341	1.331	1.331	1.331	1.331	1.331	1.331	1.331	1.331		
408	1.354	1.354	1.344	1.344	1.344	1.344	1.344	1.344	1.344	1.344		
414	1.367	1.367	1.357	1.357	1.357	1.357	1.357	1.357	1.357	1.357		
420	1.380	1.380	1.370	1.370	1.370	1.370	1.370	1.370	1.370	1.370		
426	1.393	1.393	1.383	1.383	1.383	1.383	1.383	1.383	1.383	1.383		
432	1.406	1.406	1.396	1.396	1.396	1.396	1.396	1.396	1.396	1.396		
438	1.419	1.419	1.409	1.409	1.409	1.409	1.409	1.409	1.409	1.409		
444	1.432	1.432	1.422	1.422	1.422	1.422	1.422	1.422	1.422	1.422		
450	1.445	1.445	1.435	1.435	1.435	1.435	1.435	1.435	1.435	1.435		
456	1.458	1.458	1.448	1.448	1.448	1.448	1.448	1.448	1.448	1.448		
462	1.471	1.471	1.461	1.461	1.461	1.461	1.461	1.461	1.461	1.461		
468	1.484	1.484	1.474	1.474	1.474	1.474	1.474	1.474	1.474	1.474		
474	1.497	1.497	1.487	1.487	1.487	1.487	1.487	1.487	1.487	1.487		
480	1.510	1.510	1.500	1.500	1.500	1.500	1.500	1.500	1.500	1.500		
486	1.523	1.523	1.513	1.513	1.513	1.513	1.513	1.513	1.513	1.513		
492	1.536	1.536	1.526	1.526	1.526	1.526	1.526	1.526	1.526	1.526		
498	1.549	1.549	1.539	1.539	1.539	1.539	1.539	1.539	1.539	1.539		
504	1.562	1.562	1.552	1.552	1.552	1.552	1.552	1.552	1.552	1.552		
510	1.575	1.575	1.565	1.565	1.565	1.565	1.565	1.565	1.565	1.565		
516	1.588	1.588	1.578	1.578	1.578	1.578	1.578	1.578	1.578	1.578		
522	1.601	1.601	1.591	1.591	1.591	1.591	1.591	1.591	1.591	1.591		
528	1.614	1.614	1.604	1.604	1.604	1.604	1.604	1.604	1.604	1.604		
534	1.627	1.627	1.617	1.617	1.617	1.617	1.617	1.617	1.617	1.617		
540	1.640	1.640	1.630	1.630	1.630	1.630	1.630	1.630	1.630	1.630		
546	1.653	1.653	1.643	1.643	1.643	1.643	1.643	1.643	1.643	1.643		
552	1.666	1.666	1.656	1.656	1.656	1.656	1.656	1.656	1.656	1.656		
558	1.679	1.679	1.669	1.669	1.669	1.669	1.669	1.669	1.669	1.669		
564	1.692	1.692	1.682	1.682	1.682	1.682	1.682	1.682	1.682	1.682		
570	1.705	1.705	1.695	1.695	1.695	1.695	1.695	1.695	1.695	1.695		
576	1.718	1.718	1.708	1.708	1.708	1.708	1.708	1.708	1.708	1.708		
582	1.731	1.731	1.721	1.721	1.721	1.721	1.721	1.721	1.721	1.721		
588	1.744	1.744	1.734	1.734	1.734	1.734	1.734	1.734	1.734	1.734		
594	1.757	1.757	1.747	1.747	1.747	1.747	1.747	1.747	1.747	1.747		
600	1.770	1.770	1.760	1.760	1.760	1.760	1.760	1.760	1.760	1.760		
606	1.783	1.783	1.773	1.773	1.773	1.773	1.773	1.773	1.773	1.773		
612	1.796	1.796	1.786	1.786	1.786	1.786	1.786	1.786	1.786	1.786		
618	1.809	1.809	1.799	1.799	1.799	1.799	1.799	1.799	1.799	1.799		
624	1.822	1.822	1.812	1.812	1.812	1.812	1.812	1.812	1.812	1.812		



1502 Grumman Lane, Suite 4
Bismarck, ND 58504
P (701) 258-2833
Terracon.com

September 5, 2025

City of Beach ND
PO Box 278
Beach, ND, 59621

Attn: Kim Gaugler
P: (701) 872-4103

RE: Proposal for Geotechnical Engineering Services
Beach 2nd Ave Storm Sewer Pipe
2nd Ave NE
Beach, ND
Terracon Proposal No. PM2255104

Dear Mr. Gaugler:

We appreciate the opportunity to submit this proposal to City of Beach ND to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Proposed Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is \$18,800 (excluding subcontracted private utility location fees). **Exhibit C** includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon

Joseph R. Pacheco, E.I.T.
Field Engineer

Chad A. Cowley, P.E.
Department Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Beach ND ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Beach 2nd Avenue Storm Sewer Pipe project ("Project"), as described in Consultant's Proposal dated 09/05/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to North Dakota law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

Client: **City of Beach ND**

By: chad Date: **9/5/2025**

By: _____ Date: _____

Name/Title: **Chad A. Cowley / Department Manager**

Name/Title: **Kim Gaugler / City Auditor**

Address: **1502 Grumman Ln, Ste 4
Bismarck, ND 58504-6070**

Address: **PO Box 278
Beach, ND 59621**

Phone: **(701) 258-2833** Fax: _____

Phone: **(701) 872-4103** Fax: _____

Email: **Chad.Cowley@terracon.com**

Email: **cityofbeach@midstate.net**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by AE2S and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	Information used to develop our project understanding was provided to us through email correspondence with AE2S. Provided with the request for a proposal was a conceptual site plan, an elevation cross section, and aerial imagery of the project location.
Project Description	The project includes the installation of 240 feet of a 36-inch storm sewer pipeline. The proposed pipeline is expected to transverse below existing BNSF rail line and therefore requires jack and bore installation technique. We understand top of casing will be approximately 10 feet below the rail.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at the portion of 2nd Ave NE in between Main St and 1 st St NE in Beach, ND. Latitude: 46.9153° N, Longitude: 104.0032° W (See Exhibit D)
Existing Improvements	Existing BNSF rail line.
Current Ground Cover	Asphalt paved roadway.
Existing Topography	Using available aerial imagery, the site appears to be relatively level. Total change in elevation across the site is on the order of 2 feet.



Item	Description
	<p>Boring depths have been estimated in part with this information and improved topographic information should be provided if available.</p>
Site Access	<p>We expect the site, and all exploration locations, are accessible with our track or truck-mounted drilling equipment and support vehicles.</p>
Expected Subsurface Conditions	<p>Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist of lean clay and silty sand overlaying fat clay.</p>



Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by AE2S, and our understanding of the project as described in **Exhibit A**, we propose the following field exploration:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
2	20	Launching and Receiving Pits
1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered. 2. The planned boring locations are shown on the attached Anticipated Exploration Plan in Exhibit E .		

Boring Layout and Elevations: We anticipate the boring locations will be marked prior to our arrival on site. We will also use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map or we will establish a temporary benchmark to approximate elevations. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: We will advance borings with a track or truck-mounted drill rig using continuous flight augers. Samples will be obtained at 2½-foot intervals in the upper 15 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with auger cuttings upon completion. Pavements will be patched with cold-mix asphalt or ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location through North Dakota One Call. We will consult with the client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

If boring locations are moved, or additional borings are added to the scope, Terracon will require a valid locate ticket to proceed with the borings.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services does not include private utility locating services. If the client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will contact the client to discuss options to locate these utilities. **If the client elects Terracon to subcontract a private utility locator, an additional fee is discussed in Exhibit C.**

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive

materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 6:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Traffic Control: Because the road borings are located on the shoulder of the road surface, we anticipate these borings could be safely performed by using road (or shoulder) Work Ahead signs, barrels around our work area, flashing lights on our equipment and flagmen. However, if additional traffic control (signboard) is required, Terracon will contact the client to discuss options for more stringent traffic control measures. Alternatively, others contracted by the Client could provide all required traffic control as a cost savings measure.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Unit dry weight
- Atterberg limits
- Grain size analysis
- Swell/consolidation
- Unconfined compressive strength

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Geotechnical discussion regarding the feasibility of trenchless installation methods
- Geotechnical parameters with depth including:
 - Unit weight
 - Angle of internal friction or cohesion
- Estimated ground surface settlement considering an assumed overcut dimension and settlement resulting from dewatering (if anticipated)
- Settlement monitoring point layouts
- Settlement monitoring program requirements during construction
- Estimated AREMA seismic site class based on the data obtained
- Discussion of potential mitigative methods to address potential excessive settlement
- Dewatering considerations
- General backfilling and compaction recommendations for the pits

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and

signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned Scope of Services outlined in **Exhibit B**, our base fee is \$18,800. Proposal fees are effective for 90 days from the date of the proposal. This fee does not account for private utility locating services. If the Owner is unable to perform private utility locating, we can provide these services for an **additional \$1,300**.

If necessary to terminate in competent soils for foundation recommendations, we can provide additional drilling and sampling for a fee of \$26 per foot. We will contact AE2S to obtain approval prior to conducting any additional drilling and sampling if required.

Our Scope of Services does not include services associated with site clearing, wet ground conditions or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Standard of Care and Limitations

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar projects in the same geographical area during the same time. Terracon makes no warranties, either express or implied, regarding the findings, conclusions, or recommendations. Please note Terracon does not warrant the work of laboratories, regulatory agencies, or other third parties supplying information used in the preparation of the report. The services will be performed in accordance with the scope of work agreed with you, our client.

Findings, conclusions, and recommendations resulting from these services will be based upon information derived from services performed under this scope of work; such information is subject to change over time. The data, interpretations, findings, and our recommendations are based solely upon data obtained at the time and within the scope of these services.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule ^{1, 2}
Project Planning	September 22, 2025
Mobilization of Exploration Team ^{3, 4}	September 25, 2025
Site Characterization	October 30, 2025
Geotechnical Engineering	November 10, 2025
<ol style="list-style-type: none">1. Upon receipt of your notice to proceed we will activate the schedule component on Client Portal with specific, anticipated dates for the delivery points noted above as well as other pertinent events.2. These dates are based on receiving written notice to proceed no later than September 22, 2025.3. Based on availability at the time this proposal was prepared.4. We anticipate field work will take approximately 1 day to complete.	

Exhibit D – Site Location



Exhibit E – Proposed Exploration Plan



MEADOWLARK

— Environmental —

September 4, 2025

Advanced Engineering and Environmental Services, LLC
1815 Schafer St, Suite 301
Bismarck, ND 58501

To whom it may concern,

Thank you for the opportunity and for your consideration to be a wetland consultant for the project on BNSF railroad property in Beach, ND. Advanced Engineering and Environmental Services, LLC (AE2S), has requested this proposal and cost estimate.

With this submittal, I believe we have put together a strong, able, and willing team to perform wetland delineation services following the US Army Corps of Engineers wetland delineation/ordinary high water mark (OHWM) protocols for AE2S. Coordination will come from AE2S. I will be the Meadowlark Environmental lead wetland scientist and project manager and will delineate wetlands/OHWM dependent on allowable field conditions at time of contract execution. As of now, we'd like to complete the fieldwork within 30 days of executed contract, and will provide a report within 30 days of fieldwork completion.

I have been conducting various environmental work following USACE/USFWS protocols since 2007, where I began my career with the NDDOT where I served as a wetland scientist with them for three years, then have served as a consultant since 2010. Also, we have worked as a sub-consultant to several civil engineering firms conducting various wetland delineations, wetland mitigation monitoring, wildlife surveys, biological assessments, and environmental review documents (environmental assessments and documented categorical exclusions) across the state and beyond.

With this letter, I've supplied a proposed scope of work highlighting what we will do and have included some assumptions for consideration.

I propose to conduct the wetland delineation and report in accordance with the USACE Minimum Standards and Delineation Manuals, and to be billed as time-and-materials, not-to-exceed **\$6,325.00**.

I, Dan Ackerman, will serve as point-of-contact. My contact information is below.

Thank you for your consideration to be a part of your project! If you should have any questions or comments regarding the information provided, please don't hesitate to contact me.

If you agree to the proposal as presented, please sign and date.

Sincerely,
Meadowlark Environmental, LLC
1411 27th St NW, Suite B
Mandan, ND 58554



Daniel S. Ackerman
Co-Owner/Founder/Wetland Scientist
701-330-5781
danielackerman@meadowlarkenv.com

Signing Authority Contact Signature

Date

September 4, 2025
BNSF Property-Beach, ND
Field Aquatic Resource Delineation and Report
Meadowlark Environmental, LLC

I. DESCRIPTION

Meadowlark Environmental, LLC (Meadowlark) will conduct field aquatic resource delineations and reporting to determine potential wetland and other water impacts for proposed improvements on BNSF property in Beach, ND. Coordination will come from Advanced Engineering & Environmental Solutions, LLC. (AE2S).

Refer to the study area maps at the end of this document.

Modifications, additions, or any new environmental laws or regulations that significantly change the services to be performed, as defined below, shall be treated as “Additional Work”. Additional Work requires a new scope and fee estimate to be contracted prior to commencement of work.

II. SERVICES TO BE PERFORMED

Meadowlark is responsible for conducting field aquatic resource delineations and completion of delineation reports in accordance with the *1987 Wetland Delineation Manual, Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region*, and *US Army Corps of Engineers RGL 05-05*.

A. Project Coordination

1. Project Coordination

Meadowlark’s Project Manager will monitor the project milestones and schedule activities to meet the project deliverable date, in coordination with AE2S.

2. Coordination Meetings with AE2S

At the direction of AE2S, Meadowlark can have a representative available for a virtual/in-person meeting to discuss and review the schedule, current status, and other issues throughout the duration of the project.

3. QC/QA Reviews

Meadowlark shall conduct QC/QA reviews in accordance with their QC/QA plan. The QC/QA plan will be provided upon contract execution, if requested. The QC/QA process will be documented, and a redline/review document shall be attached to submittals, if requested. AE2S will review the documents prior to submittal to the USACE and their client or other entities.

4. Invoicing/Progress Reporting

Meadowlark will provide monthly invoices to AE2S throughout the duration of the project. Meadowlark will provide project progress to AE2S other project partners as requested.

B. Aquatic Resource Services

1. Data Collection

Meadowlark will compile National Wetland Inventory maps, aerial photography, soil survey data, USGS topographic maps, and USGS National Hydrography Dataset linear stream data for the project area prior to fieldwork.

2. Aquatic Resource Delineation

Meadowlark will conduct the field delineations in accordance with the methods described in the *1987 Wetland Delineation Manual, Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region*, and *USACE RGL 05-05*. Aquatic resource boundaries will be surveyed using a sub-meter precision GPS unit. Meadowlark shall collect Ordinary High Water Mark (OHWM) and drainage locations in areas where applicable.

Meadowlark will notify AE2S when Meadowlark staff will be onsite.

3. Aquatic Resource Delineation Report

Meadowlark will prepare one electronic (pdf) Aquatic Resource Delineation Report in accordance with the *USACE Minimum Standards, 1987 Wetland Delineation Manual, Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region*, and *USACE RGL 05-05*, identifying all wetlands or other waters that occur within the study area.

C. Project Deliverables

All project data will become the property of AE2S and any other project proponents upon completion of the final submittal. Meadowlark will follow the guidelines provided by the USACE. A final aquatic resource table with updated information based on jurisdictional determination, and final shape files with complete attributes and updated information including the jurisdictional determination, will be generated and provided to AE2S. If impact calculations are needed prior to a jurisdictional determination, AE2S may request preliminary shape files and wetland table.

All project information will be submitted in the formats and standards indicated by the USACE Minimum Standards. Meadowlark will provide AE2S with an electronic copy of all documents.

III. Meadowlark Responsibilities

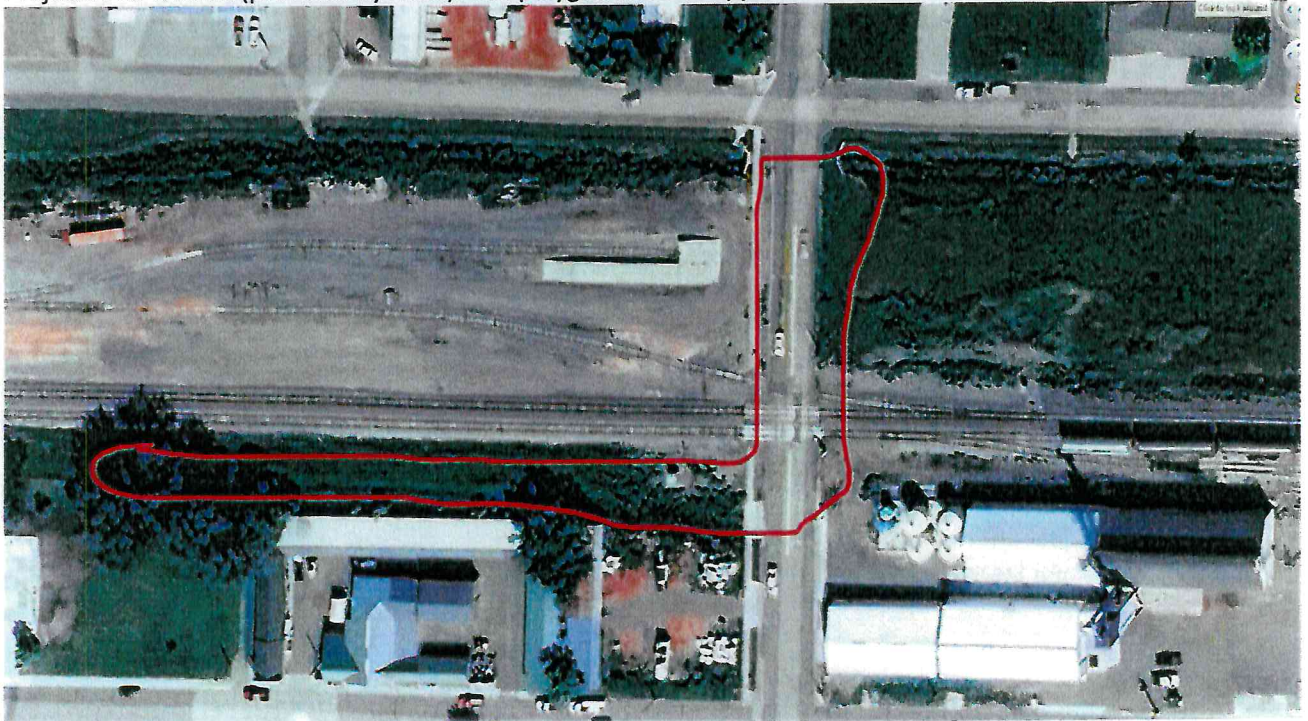
A. Qualified Staff

Meadowlark will ensure that a minimum of one person meeting the required qualifications will be on-site conducting the aforementioned work.

IV. Assumptions

- A. 1/2 field day, plus travel time.
- B. 1 field mobilization from Mandan, ND.
- C. AE2S to provide GIS shapefiles or KMZ files of project area prior to field work.
- D. Average allowable field wetland conditions span mid-May through mid-September. Allowable fall field conditions extend until soil temperatures at 12 inches below the surface drop below 41°F. Coordination will be on-going with the USACE/AE2S to confirm allowable field conditions at the time of contract execution. If fieldwork will be after September 15, Meadowlark will coordinate with AE2S and USACE to confirm if acceptable field conditions persist.
- E. Does NOT include wetland mitigation design/monitoring.
- F. Fieldwork will be completed within 30 days of executed contract, unless not acceptable field conditions as described above.
- G. Wetland report expected to be completed within 30 days of fieldwork completion.
- H. AE2S will coordinate property access.
- I. AE2S will coordinate ND One Call process.

Project Area-Overall (provided by AE2S). Red polygon indicate approximate delineation project area:



Project Area Proposed Plan Sheet (AE2S-9/3/2025):



Golden Valley SO

Beach Calls for Service August 2025

8/1/2025-8/31/2025

Jurisdiction	Offense Field	Date	
Beach	13B - Simple Assault	8/23/2025	
	Total CFS by Offense		1
	13DB - Harassing Phone Call/Letter/Electronic Communication	8/7/2025	
	Total CFS by Offense		1
	290 - Destruction/Damage/Vandalism of Property/Criminal Mischief	8/10/2025	
	Total CFS by Offense		1
	290C - Destruction/Damage/Vandalism of Property (Used Only for Additional Information)	8/15/2025	
	Total CFS by Offense		1
	82J - Medical Assist	8/3/2025	
		8/5/2025	
		8/17/2025	
		8/17/2025	
		8/18/2025	
		8/20/2025	
		8/25/2025	
		8/29/2025	
	Total CFS by Offense		8
	86A - Alarm Calls	8/16/2025	
	Total CFS by Offense		1
	86K - Lost Property	8/25/2025	
	Total CFS by Offense		1
	86KA - Lost Animal	8/11/2025	
	Total CFS by Offense		1
	86T - Citizen Assist	8/15/2025	
		8/30/2025	
	Total CFS by Offense		2
	87AA - Civil Standby	8/5/2025	
		8/27/2025	
		8/30/2025	
	Total CFS by Offense		3
	87G - Suspicious Person/Vehicle/Activity	8/11/2025	

	8/30/2025	
	Total CFS by Offense	2
87K - Motor Vehicle Accident	8/20/2025	
	Total CFS by Offense	1
87KE - Motor Vehicle Accident (Under \$4000 Damage)	8/18/2025	
	Total CFS by Offense	1
87N - Assist Other Agency	8/29/2025	
	Total CFS by Offense	1
87R - Reckless Driving	8/10/2025	
	Total CFS by Offense	1
90CJ - Disturbance	8/18/2025	
	Total CFS by Offense	1
90ZN - Animal Bite (Arrest Only)	8/9/2025	
	Total CFS by Offense	1
HS-005 - Misdial	8/20/2025	
	8/28/2025	
	Total CFS by Offense	2
HS-006 - Information	8/5/2025	
	8/15/2025	
	8/15/2025	
	8/21/2025	
	8/29/2025	
	Total CFS by Offense	5
HS-010 - Complaint	8/8/2025	
	8/20/2025	
	Total CFS by Offense	2
HS-011 - Public Relations (Activity/Presentation)	8/15/2025	
	Total CFS by Offense	1
HS-700 - Hang Up	8/2/2025	
	8/16/2025	
	8/22/2025	
	Total CFS by Offense	3
PP-009 - Nuisance Dog (Warning)	8/23/2025	
	Total CFS by Offense	1
PP-010 - Civil Paper	8/4/2025	

8/12/2025

Total CFS by Offense 3

PP-011 - Civil Dispute

8/10/2025

Total CFS by Offense 1

Total CFS by Jurisdiction 46

Total CFS 46

Total Offenses by Month of Year

ND Verified Offense	08 Aug	Total
13B - Simple Assault	1	1
13DB - Harassing Phone Call/Letter/Electronic Communication	1	1
290 - Destruction/Damage/Vandalism of Property/Criminal Mischief	1	1
290C - Destruction/Damage/Vandalism of Property (Used Only for Additional Information)	1	1
82J - Medical Assist	8	8
86A - Alarm Calls	1	1
86K - Lost Property	1	1
86KA - Lost Animal	1	1
86T - Citizen Assist	2	2
87AA - Civil Standby	3	3
87G - Suspicious Person/Vehicle/Activity	2	2
87K - Motor Vehicle Accident	1	1
87KE - Motor Vehicle Accident (Under \$4000 Damage)	1	1
87N - Assist Other Agency	1	1
87R - Reckless Driving	1	1
90CJ - Disturbance	1	1
90ZN - Animal Bite (Arrest Only)	1	1
HS-005 - Misdial	2	2
HS-006 - Information	5	5
HS-010 - Complaint	2	2
HS-011 - Public Relations (Activity/Presentation)	1	1
HS-700 - Hang Up	3	3
PP-009 - Nuisance Dog (Warning)	1	1
PP-010 - Civil Paper	3	3
PP-011 - Civil Dispute	1	1
Total	46	46

August 2025 City Citations and Warnings

[illegible]

ACTION ITEMS:

•

WATER/SEWER:

➤ Water Supplies: \$5,957.74

➤ Water Repair Parts: \$-22,459.59

- South Tower – Repairs were completed August 28, 2025.
 - Failed water sample 3 times after repairs completed.
 - 09/11/25: Under direction of Rural Water I am draining the S tower again. Going to install a hydrant test valve, disinfect with bleach, flush bleach out, leave hydrant pressurized as I fill S. Tower over the weekend and take a fresh sample to Dickinson First thing Monday morning.
 - 09/11/25: Ward with Rural Water was here to help us repair hydrant at the S tower that started leaking during one of the flushing processes. Found remnants of a bucket and a rock stuck that destroyed our hydrant seal. Could possibly be the cause of the failed samples.
 - 09/10/25: Flushed Hydrant under Tower.
 - 6th Street 2.7 mg/l chlorine residual.
 - Tower 2.4 mg/l chlorine residual.
 - Central Ave after flushing for 35 minutes. 1.0 mg/l
 - 09/10/25: 2 samples taken
 - Regular monthly sample from Lincoln Elementary School 2.3 mg/l (before flushing at the S Tower)
 - Last house on Central Ave S. taken as a precautionary measure to be certain of no bacteria within our main system. 1.0 mg/l (Waiting on results).
- North Tower – Was scheduled for inspection 09/15/25 but that will have to be cancelled until S tower is online.
- Lead and Copper Service Line Inventory is nearly completed and will be reviewed and submitted on Wednesday.
- Numerous ON/OFF Calls and meter change outs.
- I will be attending the ND Water & Pollution Control Conference Oct 13-16

➤ Sewer Supplies: \$4,469.89

➤ Sewer Repair Parts: \$13,745.05

- 08/04/25 Sonar boat scanned Cell 2 – found about 8” of sludge which is good.

STREETS:

➤ Gen Fund - Repair & Maintenance (Equipment): \$9,894.06

➤ Gen Fund - Street and Alley: \$1,105.45

- Hwy Fund - Repair & Maintenance (Equipment): \$4,430.43
- Hwy Fund - Street and Alley: \$4,001.91
- Total Sales Tax Fund Remaining Budget \$26,227.14

- 1 of 6 new totes of Emulsion used.
- Stop signs and posts are in process of being replaced in SE corner.
- REPAIRED by Scot & Mike Steele - Bank of 8 Street lights are out leading to Flying J/Cenex.
- REPAIRED and Replacement by Scot Steele - Beacon Timer Switch at Central & 4th St N.
- Easements in place for streetlight over Lift Station.
- 2026 Street Paving Project meetings have begun.
- MDU Scheduling to put light up within the next 2 weeks.
- Chip Seal details.
 - What was done as expected.
 - Central Ave N of 4th St Curb to Curb
 - 2nd, 3rd, 4th, Ave SE Curb to Curb.
 - What wasn't done as expected.
 - 1st St SE between 4th & 6th Ave. Curb to Curb
 - 5th Ave SE between Main St and 4th St Curb to Curb
 - 6th Ave SE between 3rd & 4th St was only ½ completed Curb to Curb.
 - South ½ millings/trench Main Street from 3rd Ave to 4th Ave.
 - West ½ Millings/trenches on Central Ave N from 1st St to 4th St
 - What was done that was NOT supposed to be.
 - East ½ of Central Ave N from 1st St to 4th St.

SHOP/EQUIPMENT/BUILDING/PROPERTY/PERSONNEL:

- Orange truck: main box cylinder leaking hydraulic fluid. We worked on it for 3 day trying to remove the cylinder. It was seized in by rust. Due to safety concerns we took it to Dakota Power Hydraulic in Dickinson.
- Checked heat in all buildings before hard freeze.
- New walk in door arrived for old fire hall. Need to install. We need to address the leaking roofs in city shop and old fire hall.
- COMPLETE: Scheduled Phils Spray Foam to spray Sales well shed.

LANDFILL/Garbage/Cardboard:

- Supplies: -8,310.06
- Repair & Parts: \$4,942.04
 - Garbage truck has 2 engine warning lights on. Greyson is scheduling it at Westlie Truck Center for diagnosis.
 - REPAIRED: Deck at Grass and Leaf trailer was damaged.

Auditor's Report

Monday, September 15th, 2025

1. Staff at the Tourist Information Center started May 23rd and completed the tourist season on September 1st. Statistics of visitors are reported to ND Tourism on a quarterly basis. Since opening on May 23rd, staff have interacted and provided travel information to 7,085 tourists. Visitors have been from the following States: Alaska, Arizona, Florida, Georgia, Idaho, Illinois, Maine, Minnesota, Mississippi, New York, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Washington. International visitors have been from the following countries: Norway, Germany, Canada, Japan, France and Brazil.
2. On September 4th, the walk-in cooler/compressor equipment for USDA Rural Business Development Grant Project at Dobre Brewhouse was connected. Grant funds remaining as of today are \$5,796.42. The project will be completed by September 30th. Final reporting of the project will be submitted to USDA by October 31st.
3. As of September 12th, expenses for the year are \$6,506,492.65 and revenues collected are \$6,659,363.91. Ninety-one percent (91%) of the amended expense budget has been spent.
4. A Public Hearing is scheduled on September 15th at 7:30 p.m. for comment or questions on the Preliminary Budget for the year ending 2026. The amounts approved to be levied are:
General Fund \$207,880
City Specials \$17,000
Special Assessment Deficiency \$1,050
Emergency \$3,250
Total levy \$229,180
5. A Public Hearing is scheduled for September 15th at 7:45 p.m. on an Application for Zoning Change at Hunter's 3rd Addition, Block 3, Lots 7, 8, 9 from Residential-1 (R-1) to Highway Commercial (C-2) submitted by the property owners. Legal notices were published for two weeks, and 18 property owners were mailed notice of the Public Hearing.
6. We continue to submit documentation to Point CPA for the 2023 Audit Review.
7. Lea and I will be out of the office September 17-19 for the North Dakota League of Cities Annual Conference in Bismarck.
8. Please be sure to stay connected by checking our City social media sites for community messages.



09/10/25
14:47:02

CITY OF BEACH
Cash/Bank Reconciliation
For the Accounting Period: 8/25

Page: 1 of 2
Report ID: L160

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
1000 GENERAL						
101000 Cash - First State Bank of	288,533.85	96,457.47	0.00	72,034.22	0.00	312,957.10
101100 Bank of the West Savings	276,601.51	176.12	0.00	0.00	0.00	276,777.63
101200 WCCU Savings	48,268.21	2.05	0.00	0.00	0.00	48,270.26
Total Fund	613,403.57	96,635.64		72,034.22		638,004.99
2010 HIGHWAY DISTRIBUTION FUND						
101000 Cash - First State Bank of	86,116.57	4,491.52	0.00	6,396.11	0.00	84,211.98
2030 SPECIAL ASSESSMENTS-CITY SHARE						
101000 Cash - First State Bank of	6,035.66	16.85	0.00	0.00	0.00	6,052.51
2040 SPECIAL ASSESSMENTS-DEFICIENCY						
101000 Cash - First State Bank of	25,867.65	1.06	0.00	0.00	0.00	25,868.71
2060 EMERGENCY FUND						
101000 Cash - First State Bank of	24,992.80	3.36	0.00	0.00	0.00	24,996.16
2070 TRI-CENTENNIAL FUND						
102000 Cash restricted	13,486.47	0.00	0.00	0.00	0.00	13,486.47
2090 PAVILION FUND						
101000 Cash - First State Bank of	5,879.95	0.00	0.00	0.00	0.00	5,879.95
2311 CITY SALES/COMMUNITY ENHANCEMENT TAX						
101000 Cash - First State Bank of	149,955.27	23,720.47	0.00	38,958.98	0.00	134,716.76
2312 POOL SALES TAX						
101000 Cash - First State Bank of	6,158.94	5,930.11	0.00	6,158.94	0.00	5,930.11
2410 CITY OCCUPANCY FUND						
101000 Cash - First State Bank of	1,723.67	325.67	0.00	1,725.91	0.00	323.43
3020 STREET IMPROVEMENT 2016-2						
101000 Cash - First State Bank of	34,813.48	0.00	0.00	0.00	0.00	34,813.48
4010 BUILDING RESERVE						
101000 Cash - First State Bank of	30,758.69	0.00	0.00	0.00	0.00	30,758.69
4020 STREET/WATER EQUIPMENT RESERVE						
101000 Cash - First State Bank of	29,505.97	0.00	0.00	0.00	0.00	29,505.97
4030 FIRE RESERVE						
101000 Cash - First State Bank of	76,783.94	0.00	0.00	0.00	0.00	76,783.94
4040 SEWER AND WATER RESERVE						
101000 Cash - First State Bank of	849.74	0.00	0.00	0.00	0.00	849.74
5010 WATER UTILITY FUND						
101000 Cash - First State Bank of	1,551,310.49	1,408,249.92	0.00	2,687,174.11	440.53	271,945.77
102201 Cash Restricted USDA 6th	10,367.86	0.00	0.00	0.00	0.00	10,367.86
Total Fund	1,561,678.35	1,408,249.92		2,687,174.11	440.53	282,313.63
5020 SEWER UTILITY FUND						
101000 Cash - First State Bank of	20,855.51	8,486.07	174.43	14,409.84	0.00	15,106.17
102100 Cash restricted USDA	41,351.67	0.00	0.00	0.00	0.00	41,351.67
Total Fund	62,207.18	8,486.07	174.43	14,409.84		56,457.84
5030 GARBAGE FUND						
101000 Cash - First State Bank of	91,262.71	16,846.92	266.10	20,167.54	0.00	88,208.19
5050 MINI MALL FUND						
101000 Cash - First State Bank of	22,330.77	1,030.00	0.00	554.93	0.00	22,805.84
5060 CONFERENCE CENTER						

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
101000 Cash - First State Bank of 5070 WALKING & BIKE TRAIL	12,081.65	0.00	0.00	0.00	0.00	12,081.65
101000 Cash - First State Bank of	9,870.19	0.00	0.00	0.00	0.00	9,870.19
Bank Statement Total	1548005.46					
+ O/Standing Deposits	26756.94					
- O/S payroll checks (74342.65)					
- O/S claim checks(176183.93)					
- O/S pr liabilities(4786.36)					
- O/S Electronic chks	0.00					
+ Petty Cash	0.00					
+ Investments	338534.36					
+ Other Accounts (74063.59)					
+ NSF Checks	0.00					
+ Other	0.00					
Adjusted Bank Cash	1583920.23					
Totals	2,865,763.22	1,565,737.59	440.53	2,847,580.58	440.53	1,583,920.23

*** Transfers In and Transfers Out columns should match, with the following exceptions:

- 1) Cancelled electronic checks increase the Transfers In column. Disbursed column will be overstated by the same amount and will not balance to the Redeemed Checks List.
- 2) Payroll Journal Vouchers including local deductions with receipt accounting will reduce the Transfers Out column by the total amount of these checks.