

# 2772 - Flood Plain Riparian Habitat Restoration

## Application Details

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<b>Funding Opportunity:</b>	1307-Outdoor Heritage Fund March 2020 - Round 16	<b>Initial Submit Date:</b>	Mar 13, 2020 9:50 AM
<b>Funding Opportunity Due Date:</b>	Mar 16, 2020 3:00 PM	<b>Initially Submitted By:</b>	Kaelee Knoell
<b>Program Area:</b>	Outdoor Heritage Fund	<b>Last Submit Date:</b>	Mar 13, 2020 2:11 PM
<b>Status:</b>	Under Review	<b>Last Submitted By:</b>	Kaelee Knoell
<b>Stage:</b>	Final Application		


## Contact Information

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### Primary Contact Information

<b>Active User*:</b>	Yes
<b>Type:</b>	External User
<b>Name*:</b>	Ms. Kaelee R Salutation First Name Middle Name
<b>Title:</b>	Knoell Last Name
<b>Email*:</b>	Marketing and Communications Specialist kaeleeek@medora.com
<b>Address*:</b>	405 East River Road South
	Medora North Dakota City State/Province
	58645 Postal Code/Zip
<b>Phone*:</b>	(701) 223-4800 Ext. Phone ###-###-####
<b>Fax:</b>	###-###-####

### Organization Information

<b>Status*:</b>	Approved
<b>Name*:</b>	Theodore Roosevelt Medora Foundation
<b>Organization Type*:</b>	In-State Non-Profit
<b>Tax Id:</b>	
<b>Organization Website:</b>	https://medora.com/
<b>Address*:</b>	405 East River Road South
	Medora North Dakota City State/Province
	58645 Postal Code/Zip
<b>Phone*:</b>	701-223-4800 2 ###-###-#### Ext.
<b>Fax:</b>	###-###-####
<b>PeopleSoft Supplier ID:</b>	

**Comments:**

## Budget

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**Objective of Grant**

**Objective of Grant:**

The overall goal of this project will serve two main objectives: protection and reclamation of shrinking Riparian habitat and increased exposure of the traveling public to the splendor and awe of the river valley and Badlands in general. This is a new project that will begin in the spring of 2020.

**Summary**

**Grant Request:** \$322,300.00  
**Matching Funds:** \$1,198,762.00  
**Total Project Costs:** \$1,521,062.00  
 You must have at least 25% match  
**Percentage of Match:** 78.81%

**Project Expenses**

Project Expense Description	OHF Request	Match Share (Cash)	Match		Other Project Sponsor's Share	Total Each Project Expense
			Share (In-Kind)	Match Share (Indirect)		
Engineering Cost (A)	\$9,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00
	<b>\$322,300.00</b>	<b>\$1,198,762.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,521,062.00</b>

Project Expense Description	OHF Request	Match Share (Cash)	Match		Other Project Sponsor's Share	Total Each Project Expense
			Share (In- Kind)	Match Share (Indirect)		
Control Structure (B)	\$97,500.00	\$32,500.00	\$0.00	\$0.00	\$0.00	\$130,000.00
Soil Excavating (C)	\$172,000.00	\$57,350.00	\$0.00	\$0.00	\$0.00	\$229,350.00
Seed and Erosion (D)	\$7,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$10,000.00
Equipment	\$0.00	\$40,801.00	\$0.00	\$0.00	\$0.00	\$40,801.00
Internal Labor	\$7,000.00	\$28,563.00	\$0.00	\$0.00	\$0.00	\$35,563.00
Other Costs	\$0.00	\$76,564.00	\$0.00	\$0.00	\$0.00	\$76,564.00
Golf Hole Build	\$0.00	\$325,824.00	\$0.00	\$0.00	\$0.00	\$325,824.00
Cart Path Install	\$0.00	\$407,450.00	\$0.00	\$0.00	\$0.00	\$407,450.00
Contingency	\$29,300.00	\$224,210.00	\$0.00	\$0.00	\$0.00	\$253,510.00
	<b>\$322,300.00</b>	<b>\$1,198,762.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,521,062.00</b>

### Budget Narrative

#### Budget Narrative:

The TRMF is applying for OHF grant funds to be used towards 21% of a large renovation project which will give back a total of 20 Riparian acres to the Little Missouri River system. In the grant budget breakdown, only expenses related to the reclamation of this acreage are being sought. Bids or verbal expense reports are provided to support the numbers. The end result of the reclamation is to move the golf course off of often flooded low lying lands by creating an earthen structure with a backflow control structure in Davis Creek that will prevent the possibility of negative runoff of fertilizers and pesticides into the Little Missouri River following a flood event. We are requesting 75% of the funds needed to engineer the project, purchase and set the pre-manufactured control structure, excavate and place the soil that will be needed to build the earthen structure and fill in the backside of the dike to create a useable landscape and to purchase the materials and hire the people to seed and mulch the Riparian zone to create a positive environment. Additionally, TRMF will be purchasing some equipment to work on this portion of the project in form of a tractor, seeder, and a disk harrow to allow us to properly prepare the seedbed here and into the future. An additional amount of in-house labor was appropriated to excavate and remove old irrigation components prior to construction of the dike and pull up and haul away old asphalt cart path components. For the OHF funds requested, we used a 10% multiplier and absorbed the other portion of the contingency into our matched fund component.

Attachments: Northern Plains PDF, Cordova PDF, Erosion Control PDF, Tractor PDF, Seeder and Disc PDF

### Bid Attachments

Description	File Name	Type	Size	Upload Date
Cordova Bid	Cordova.pdf	pdf	305 KB	03/13/2020 01:32 PM
Northern Plains Bid	Northern Plains Proposal.pdf	pdf	68 KB	03/13/2020 11:25 AM
Erosion Control Bid	Erosion Control Define.pdf	pdf	357 KB	03/13/2020 11:25 AM
Seeder and Disc - TRMF Funded	Seeder and Disc.pdf	pdf	824 KB	03/13/2020 02:09 PM
Tractor Bid - TRMF funded	tractor purchase.pdf	pdf	141 KB	03/13/2020 01:57 PM

**Match Funding**

Match Amount	Funding Source	Match Type
\$1,198,762.00	Theodore Roosevelt Medora Foundation	Cash
<b>\$1,198,762.00</b>		

**In-Kind**

In-Kind Total:

**Description**

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**Directives**

**Major Directive\*:** Directive C  
Choose One

**Additional Directive:** Directive D  
Choose All That Apply

**Type of Agency\*:** Tax-exempt, nonprofit corporation  
Choose One

**Abstract/Executive Summary**

**Abstract/Executive Summary\*:**

The goal of this project will serve two main objectives: Protection and reclamation of shrinking Riparian habitat.

The results of this project will:

- Allow 20 acres of property to become Riparian habitat;
- Increase quality habitat for native plants and wildlife;
- Enhance the recreation experiences for the traveling public to witness the awe and splendor of the Badlands and the scenic Little Missouri River; and
- Provide flood relief to the Little Missouri River and flood protection to Bully Pulpit golf course.

There will be two phases to this project. In Phase 1, we will construct new golf holes on the adjacent property to exchange the acreage displaced by the new Riparian habitat. In Phase 2, we will build a 3,700-foot dike and place a concrete control structure into Davis Creek for use during periods of high water from the Little Missouri River. The final portion of the project will be to rebuild two of the three golf holes displaced by the earthen dike and new Riparian habitat.

The area of reclamation to Riparian habitat will be graded to flow back to the river and will be seeded with native grasses and groundcovers to quickly establish and negate erosion along this flowage. This area will be mechanically maintained for a period of no less than three years to control invasive species and keep up on the rapid establishment. Weed control will be done via chemical and mechanical means.

The total expected cost of this project will be \$1,521,062. Phase 1, which will be completed in Spring 2020, has a cost of \$579,352. Phase 2 will begin in the fall of 2020 and will cost \$941,710. We are requesting \$322,300 from the OHF. The amount requested represents 21% of the total project costs and will be used only for the Riparian habitat and flood relief portions of the project.

Entities involved in this endeavor include:

- TRMF staff members and seasonal employees;
- Northern Plains Engineering (designed the dike and control structure);
- Earth moving contractors to build the dike (in bid review at time of this application);
- Golf course construction contractor (Cordova Construction, Dickinson, ND); and
- Cart path installation contractors (in bid review at time of this application).

### ***Project Duration***

#### **Project Duration\*:**

April 20 20 - May 2021

Phase 1 will begin in April 2020 with planned completion by May 25, 2020.

Phase 2 will begin October 1, 2020, and is anticipated to be completed by spring 2021.

## **Narrative**

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### ***Narrative***

Briefly summarize your organization's history, mission, current programs and activities. Include an overview of your organizational structure, including board, staff and volunteer involvement.

#### **Organization Information\*:**

Harold Schafer and his family founded the Theodore Roosevelt Medora Foundation in 1986. A 19-person volunteer board oversees the organization (Appendix A - supporting documents). A strong stable management team is in place. There are over 50 full-time employees; during the summer we reach 345 employees and utilize about 600 volunteers.

Bully Pulpit Golf Course opened in 2004 and is directed by a 5-person volunteer board of Bully Pulpit Incorporated (Appendix B - supporting documents).

It is our vision to connect people to historic Medora for positive, life-changing experiences.

Our mission is to preserve the experience of the Badlands, the historic character of Medora and the values and heritage of Theodore Roosevelt and Harold Schafer; present opportunities for our guests to be educated and inspired through interpretive programs, museums and attractions that focus on the Old West, our patriotic heritage, and the life of Theodore Roosevelt in the badlands; and serve the traveling public, providing for their comfort while visiting historic Medora, the badlands and Theodore Roosevelt National Park.

We have made over \$82 million of improvements to the facilities in Medora because of the generous support we have received since our Foundation was created.

Our presentations and facilities combine History, Education and Entertainment. The Medora Musical is in its 55th season and is our most significant program. We also operate several living history programs and museums. Bully Pulpit Golf Course, seasonal shows at the Old Town Hall Theater and other attractions help draw visitors to Medora.

TRMF has entered into a new capital campaign that minimizes flood risk along the sensitive Little Missouri River shoreline. All of this in an effort to maximize a full season of recreation in the Badlands.

**Describe the proposed project identifying how the project will meet the specific directive(s) of the Outdoor Heritage Fund Program.**

Identify project goals, strategies and benefits and your timetable for implementation. Include information about the need for the project and whether there is urgency for funding. Indicate if this is a new project or if it is replacing funding that is no longer available to your organization. Identify any innovative features or processes of your project.

Note: if your proposal provides funding to an individual, the names of the recipients must be reported to the Industrial Commission/Outdoor Heritage Fund. These names will be disclosed upon request.

If your project involves an extenuating circumstance to exempted activities please explain.

**Purpose of Grant\*:**

The overall goal of this project will serve two main objectives: protection and reclamation of shrinking Riparian habitat and increased exposure of the traveling public to the splendor and awe of the river valley and Badlands in general. This is a new project that will begin in the spring of 2020.

The first goal is to adequately provide flood plain relief for the scenic Little Missouri River. This body of water is enjoyed by many outdoor enthusiasts throughout the seasons. By moving the maintained golf course back and away from the river banks, we will be limiting any possibility of runoff or contamination during what has become common flood events. The addition of 20+ acres of naturalized habitat will also strengthen the relationship between nature and commerce. We at TRMF will be able to showcase our value of stewardship and emphasize our desire to connect the traveling public to the wildness and grandeur of the Badlands. This additional increase in quality habitat will also allow the wildlife that lives on the golf course property a chance for seclusion and solitude during the high visitation times of the year.

We will begin the non-flood related portion (Phase 1) of the project this spring (2020). We will proceed to Phase 2 on October 1, 2020, which is when the flood relief and Riparian habitat construction take place. Please reference phase maps attachment. Our intent is to have the entire Riparian area completed, seeded, and mulched for erosion control by the end of 2020 but is weather dependent. This area will be seeded back to native North Dakota species that will thrive in this low, river flood plain. It is our goal to use species that are highly palatable by livestock and wildlife. It is our goal to maintain this area mechanically for several years to limit the competition of invasive species and unwanted weeds during establishment. A combination of warm and cool-season grasses will be used in and around this area to ensure yearlong use by wildlife. A nurse crop will be used to quickly supply a root density in the soil and prevent erosion while the slower establishing grasses have a chance to succeed. Please see the planting plan and land redesign images attached in the supporting documents section.

**Please list the counties that would be impacted by this project:**

**Counties\*:** Billings

**Is This Project Part of a Comprehensive Conservation Plan?\*** No

**Does Your Project Involve an Extenuating Circumstance?\*** No

Provide a description of how you will manage and oversee the project to ensure it is carried out on schedule and in a manner that best ensures its objectives will be met. Include a brief background and work experience for those managing the project.

**Management of Project\*:**

Kyle Fick, Golf Course Superintendent, will lead this project. He has 18 years of golf course experience, of which nearly six full years have involved renovation to some large extent. Northern Plains Engineering has been retained to complete the engineering specifications needed for the 404 permit required for the structure in Davis Creek. All other contractors will be hired and supervised by Mr. Fick on behalf of TRMF.

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

**Sustainability\*:**

This project will be monitored and funded for maintenance by the TRMF once OHF funds are exhausted. Internal maintenance costs will come from funds driven by the TRMF Capital Campaign as well as an Endowment created specifically for the use of Golf Course related needs. If grant money is approved, the completion of this project will fulfill any requirements from the OHF and all future requests would be under a completely separate application.

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

**Partial Funding\*:**

There would be a delay in finishing this project in a timely manner. The funding would allow us to start the Riparian Habitat (Phase 2) this fall rather than delaying if other funds cannot be secured during 2020.

If you are a successful recipient of Outdoor Heritage Fund dollars, how would you recognize the Outdoor Heritage Fund partnership? \* There must be signage at the location of the project acknowledging OHF funding when appropriate. If there are provisions in that contract that your organization is unable to meet, please indicate below what those provisions would be.

**Partnership Recognition\*:**

We would be honored to recognize our partnership with the OHF. For beautification and resurrection of Riparian land, the TRMF would find a recognition solution that does not impede the land but rather compliments and features the partnership of the OHF and the TRMF within the area. We would also feature the OHF as donors in publications and relevant materials that we publish.

Do you have any supporting documents, such as maps or letters of support that you would like to provide? If so, please provide them in a single file.

**Supporting Documents\*:** Yes

**If Yes, Please Provide Copies in a Single File:** Supporting Documents.pdf

Awarding of Grants - Review the appropriate sample contract for your organization. Sample Contract

**Can You Meet All the Provisions of the Sample Contract?\*** Yes

## Tasks

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**Tasks**

Task	Start Date	Completion Date
Annual Monitoring of Habitat for Noxious Weed Encroachment	03/01/2021	12/01/2021
Blow Out Weed Free Straw as Mulch and Crimp into Soil with Tires	10/30/2020	10/31/2020
Budget Preparation and Riparian Habitat Research	11/15/2019	01/25/2020
Creek Bed Preparation for Setting of the Control Structure	10/10/2020	10/12/2020
Drill Native Grass Mix into Seed Bed of Entire Reclaimed Habitat	10/27/2020	10/29/2020
Engineer Control Structure for Davis Creek	09/05/2019	11/07/2019
Engineer Soil Volume for Earthen Dike	09/05/2019	11/07/2019
Placement of Erosion Control Fabric on Dike Slopes to Protect from Erosion	10/30/2020	01/03/2021



<b>Task</b>	<b>Start Date</b>	<b>Completion Date</b>
Prepare the Seed Bed for Planting to Ensure Proper Seed to Soil Contact	10/21/2020	10/26/2020
Remove ?Non? Organic Bodies from Acreage to be Reclaimed as Habitat (former golf course components)	09/25/2020	10/04/2020
Setting of Control Structure	10/13/2020	10/14/2020
Site and Elevation Surveying	08/15/2019	09/05/2019
Soil Excavation to Build the Dike and Shape the Habitat	10/01/2020	10/20/2020
Solicitation and Acceptance of Bids with Contractors	02/05/2020	05/10/2020

### **Description of Tasks**

#### **Please Describe Tasks:**

Annual Monitoring of Habitat for Noxious Weed Encroachment -- this will be an ongoing task beyond the required completion date.

## Deliverables

### **Deliverables**

<b>Deliverable</b>	<b>Quantity</b>	<b>Unit of Measurement, if applicable</b>
Riparian land back to the Little Missouri River	20.000	acres

## Certification

### **Certification**

**Certification:** Yes

**Name:** Kaelee Knoell  
First Name Last Name

**Title:** Marketing and Communications Specialist  
Title

**Date:** 03/13/2020

### **Internal Application Number**

**#/ID:** 16-08

**SECTION 00300  
BID FORM**

**PROJECT IDENTIFICATION**

**BULLY PULPIT  
DIVERSION BERM**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted by December 6<sup>th</sup> 2019 to:

Theodore Roosevelt Medora Foundation  
Kyle Fick  
[kylef@medora.com](mailto:kylef@medora.com)

**ARTICLE 2 – BASIS OF BID**

**UNIT PRICE BID**

BID ITEM	DESCRIPTION	UNIT	QUANTITY	BID UNIT PRICE	SUBTOTAL
1	Clearing & Grubbing (C)	LSUM	1	\$ 8,625	\$ 8,625.00
2	Common Excavation – Type B (C)	CY	80,871	\$ 2.25	\$ 181,960.00
3	Topsoil (C)	CY	4,381	\$ 2.00	\$ 8,762.00
4	Foundation Preparation (B)	LSUM	1	\$ 9,750	\$ 9,750.00
5	Water (C)	MGAL	294	\$ 57.00	\$ 16,758.00
6	Borrow Area Reclamation (C)	LSUM	1	\$ 13,245	\$ 13,245.00
7	Control Structure (B)	LSUM	1	\$ 119,215	\$ 119,215.00
<b>TOTAL OF ALL BID ITEMS</b>					<b>\$358,315.00</b>

**ARTICLE 3 – BID SUBMITTAL**

9.01 This Bid is submitted by Cordova Construction

Bidder's Business Address 10939 27D Street SW, Dickinson, ND 58601

Phone No. 701-483-8844

E-mail cordova@cordovago.com

SUBMITTED on December 5, 2019.

State Contractor License No. 42177.



141 3rd St. W.  
Dickinson, ND

**PROPOSAL FOR ENGINEERING & SURVEYING SERVICES**  
**Bully Pulpit Golf Course**  
**Medora, ND**  
**To Theodore Roosevelt Medora Foundation**

**SCOPE OF WORK (BASED ON SITE VISIT OF JULY 29, 2019):**

- TOPOGRAPHICAL SURVEY OF PROPOSED SITE IMPROVEMENTS (APPROX 15 ACRES)
- GRADING SITE DESIGN PLAN
- CONTROL STRUCTURE DESIGN
- PREPARATION OF 404 PERMIT APPLICATION
- PREPARATION OF BID FORM

**DELIVERABLES**

Grading Site Design, 404 Permit Application, and Bid Form

**SERVICES NOT INCLUDED**

The services being provided are limited to those listed in this agreement. Additional services will be provided at the Client's request and will be billed at standard rates separate from this agreement.

**QUOTE**

**\$9,750- \$12,750**

Quote is valid for 30 days.

**TIMEFRAME**

Approximately four weeks after receiving Notice to Proceed.

**ACCEPTANCE:**

Client Name: Theodore Roosevelt Medora Foundation

Billing Address: \_\_\_\_\_

\_\_\_\_\_

Authorized Signature: \_\_\_\_\_

## Erosion Control for Riparian Reclamation Project at Bully Pulpit

Item Explanation	Supplier	Cost/unit	Units	Description	Total Cost
Native Seed Mix	Rivards Turf	\$200	20	Acres	\$4,000
Straw Bales - Delivered	Shypkowski Farms	\$45.50	33	Bales	\$1,500
Curlex fabric for Dike slope	Rivards Turf	\$90.00	30	Rolls	\$2,700
Labor to install fabric	In House	\$15.00	50	Hours	\$750
Tractor to blow straw	Maltese Cross Ranch	\$150.00	7	Hours	\$1,050

(D) 

\$10,000
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### Explanation

At the time of this budget completion, the numbers I was given are verbal quotations from Shypkowski Farms and Maltese Cross Ranch. Rivards Turf and Forage prices were pulled from a quote in a different project. Labor specific to the fabric installation was detailed according to the application form.

# West Plains Equipment Company, LLC

<b>Customer Information</b>				Sales Consultant	Jacob Stinson	
Last Name	Middle Initial	First Name	Date of Order	Date Delivered	Store Location	Purchase Order #
Bully Pulpit			3/11/20		Dickinson	38975
Address		Sales Type		<p>3484 I-94 Dickinson ND 58601 #N/A</p>		
3731 Bible Camp Rd		Cash				
City	State	Zip	County			
Medora	ND	58645				
Home Phone		Purchaser type	Serial (000-XX-XXXX)			
		Commercial				
Business Phone		Market Use	D.O.B. (MM/DD/YYYY)	Customer Initial		
7016232323		Golf Courses				

Serial Number	Hrs	Product (Give Model, Size, & Description)	Stock Number	Amount
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TBD		Land Pride PS1572 Seeder	TBD	\$ 6,250.00
TBD		Land Pride DH1572 Disk	TBD	\$ 2,200.00
Customer elects to purchase the Maintenance Package <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Describe:				
Total Cash Price				\$ 8,450.00

Make/Model	Hrs	Product (Give Model, Size, & Description)	Serial Number	Amount

May Include Over Allowance				Trade in Allowance	\$0.00
<b>Warranty Agreement</b>				Dealer Discount	\$0.00
SOLD NEW WITH(EXPLAIN) <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 5px auto;"> <b>Land Pride Warranty</b> </div>				Subtotal(Price-Trade Value)	\$8,450.00
				Sales Tax 5%	\$422.50
				Down Payment	\$0.00
				Amount Due with Tax	\$8,872.50
				Processing Fees	\$0.00
				Owed on Trade	\$0.00
				<b>Balance Due</b>	<b>\$8,872.50</b>

<b>Internal Use only</b>	<b>Insurance Agreement:</b>		<b>Equipment Safety Check List</b>		
Dir Installed Optn #	The purchase of insurance coverage is: <input type="checkbox"/> Required <input checked="" type="checkbox"/> Voluntary      Check one		Dealer Check:	Yes	No
	List below the insurance coverage available for the term of the credit. Buyer may furnish his own insurance as may be required to cover any balance due under this purchase agreement		All Guard in Place & Point of Danger Protected		
	Type	Types of Insurance and Cost of Each	Cost	Equipment Modified or altered (Give details on addendum)	
				Owners Manual Provided	
				Operating Instructions Provided	
				Warning/Safety Decals in Place	
				ROPS system in place	
				ROPS Rejected by Customer	
Time Balance	<b>Order Comments for Service, Settlement etc.</b>				
I hereby agree to settle the deferred balance, if any, as shown hereon on the basis of retail time payment contract in a form that is mutually satisfactory which I will sign prior to the delivery of the goods ordered and having a total face value equal to the time balance amount and including the credit terms disclosed herein.					
Customer Signature	Salesperson Signature		Dealer signature:		

ALL WARRANTY REPAIRS MADE UNDER THIS AGREEMENT must be in dealer's shop and buyer is responsible for hauling equipment for repair. No warranty is given by the dealer for tires, batteries, or accessories, and the buyer is fully responsible for repairs necessitated by accident. This guarantee is not transferable. I hereby agree to the of this order, expressed in the foregoing, constituting a purchase order contract. I hereby certify that I am 21 years of age or older and acknowledge receipt of a copy of this order. NOTICE TO THE BUYER: Do not sign this contra before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign. You have the right to pay in advance the unpaid balance of this contract.

1. As used in this Order, the terms (a) "Seller" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by acceptance hereof, (b) "Purchaser" shall mean the party executing this order as such on the face hereof, and (c), "Manufacturer" shall mean the company that manufactured the equipment, it being understood by Purchaser and Seller that Seller is in no respect agent of manufacturer, that Seller and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new equipment.

2. Manufacturer has reserved the right to change the price to Dealer of new equipment without notice. In the event the price to Dealer of new equipment of model ordered hereunder is changed by Manufacturer prior to delivery of the new equipment ordered hereunder to Purchaser, Dealers reserves the right to Change the cash delivered price of such equipment to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this order.

3. If the used equipment which has been traded in as part of the consideration for the equipment ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such equipment, the used equipment shall be reappraised at that time and such reappraised value shall determine the allowance made for such equipment. If such reappraised value is lower than the original allowance therefore shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this order, provided, however, that such right to cancel is exercised prior to delivery of the equipment ordered hereunder to the Purchaser and surrender of the used equipment to the dealer.

4. Purchaser warrants any such used equipment to be his property free and clear of all liens, including blanket liens, and encumbrances except as otherwise noted herein.

\_\_\_\_\_  
Signature Wednesday, March 11, 2020  
Date

5. Unless this Order shall have been cancelled by Purchaser under and in accordance with the provisions of paragraph 2 or 3 above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the equipment ordered hereunder and to comply with the terms of this Order, to retain as liquidated damages any cash deposit made by Purchaser.

6. Manufacturer has reserved the right to change the design of any new equipment, accessories, or parts thereof at anytime without notice and without obligation to make the same or any similar change upon any equipment, accessories, or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any equipment, accessories, or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.

7. Dealer shall not be liable for failure to deliver or delay in delivering the equipment covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

8. Dealer shall not be liable for any incidental or consequential damages to property, including but not limited to damages for loss of use, loss of time, loss of profit or income, or any other such damage.

9. If used equipment has been traded as part of the consideration for new equipment, Purchaser shall list below those areas of the traded equipment that are not in average operating condition.

\_\_\_\_\_  
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\_\_\_\_\_

CUSTOMER SIGNATURE \_\_\_\_\_

## Purchase Order for John Deere Equipment (U.S. Only)

<b>PURCHASER'S NAME - First Signer</b> (First, Middle Initial, Last) <b>BULLY PULPIT GOLF COURSE</b>			<b>DATE OF ORDER</b> <b>Feb 26, 2020</b>	<b>COMPANY UNIT</b> <b>07</b>	<b>DEALER ACCOUNT NO.</b> <b>074409</b>
(SECOND LINE OF OWNER NAME)			<b>DEALER ORDER NO.</b>		
<b>STREET OR RR</b> <b>301 5TH ST</b>			<b>SOC.SEC.</b>	<b>IRS NO.</b>	<b>EIN.NO.</b>
<b>TOWN</b> <b>MEDORA</b>	<b>STATE</b> <b>ND</b>	<b>ZIP CODE</b> <b>58645</b>	<b>TRANSACTION TYPE</b> <b>Cash Sale</b>		<b>PURCHASER SALES TAX EXEMPT</b>
<b>COUNTY</b> <b>Billings</b>	<b>PURCHASER ACCT.</b> <b>32695</b>	<b>PHONE NO.</b> <b>701-623-4653</b>	<b>SELLER'S NAME &amp; ADDRESS</b> <b>C &amp; B Operations, LLC</b> <b>5121 Midland Road</b> <b>Billings, MT 59101</b> <b>406-248-7787</b>		
<b>REWARDS #</b>			I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.		
<b>E-MAIL ADDRESS</b> <b>kylef@medora.com</b>					
<b>PURCHASER'S NAME - Second Signer</b>					
<b>STREET OR RR</b>					
<b>TOWN</b>	<b>STATE</b>	<b>ZIP CODE</b>			
<b>REWARDS #</b>					
<b>Use County</b> <b>BILLINGS</b>	<b>Use State/Province</b> <b>ND</b>				

± **NOTICE:** Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere. Purchaser may deactivate Telematics by contacting the JDLink Global Support group at 1-800-251-9928 or via email at [jdlinksupport@johndeere.com](mailto:jdlinksupport@johndeere.com).

QTY	NEW	RENTAL	USED	Equipment & Value Added Service (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)
1	X			JOHN DEERE 5055E Utility Tractor <b>Stock # 260252</b>		1PY5055ELJJ106398	\$ 29,500 00
1	X			LV150155 Engine coolant heater Kit (3 cylinder)			\$ 101 62
1	X			R262449 Front Weight Support, 187 Lbs			\$ 415 64
4	X			R127764 Weight, front suitcase 43 kg (95 lb) quantity of one			\$ 532 74
I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.							
<b>TOTAL CASH PRICE</b>							\$ 30,550 00

QTY	DESCRIPTION OF TRADE-IN	Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT
<b>TOTAL TRADE-IN ALLOWANCE</b>				\$ 0 00
<b>1. TOTAL CASH-PRICE</b>				\$ 30,550 00
<b>2. TOTAL TRADE-IN ALLOWANCE</b>				\$ 0 00
<b>3. TOTAL TRADE-IN PAY-OFF</b>				\$ 0 00
<b>4. BALANCE</b>				\$ 30,550 00
<b>5. STATE TAX - (5.00%)</b>				\$ 1,488 55
<b>8. EST. SERVICE AGREEMENT TAXES</b>				\$ 0 00
<b>9. SUB-TOTAL</b>				\$ 32,038 55
<b>10. CASH WITH ORDER</b>				\$ 0 00
<b>11. RENTAL APPLIED</b>				\$ 0 00
<b>12. CASH DISCOUNT</b>				\$ 0 00
<b>13. BALANCE DUE</b>				\$ 32,038 55

**IMPORTANT WARRANTY NOTICE:** The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

**NOTICE:** Use of John Deere Services, if applicable, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at [www.JohnDeere.com/Agreements](http://www.JohnDeere.com/Agreements). If these terms and conditions are not agreeable do not use the Services.

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

**ACKNOWLEDGEMENTS-** I (We) promise to pay the Balance Due (line13) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

**USE OF INFORMATION/PRIVACY NOTICE** I understand that Deere & Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

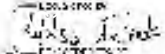


Purchase Order for  
John Deere Equipment (U.S. Only)

PO# 06839351  
PO Revision# 1

Quote ID: 21297092

Purchaser Name: BULLY PULPIT GOLF COURSE

Purchaser's  
Signature 

05-Mar-2020

Accepted  
By 

Purchaser's  
Signature

Date  
Accepted 04-Mar-2020

Salesperson SCHULZ,CORY R

**Delivery Acknowledgement**

Delivered On:

Warranty Begins:

Signature

Date





## **Appendix A**

### **Theodore Roosevelt Medora Foundation Board Members**

#### **Officers**

***Chair*** – Ed Schafer

***Vice Chair*** – Greg Tschetter

***Secretary*** – Gretchen Stenehjem

***Treasurer*** – Michael Zaun

#### **Board Members**

Claudia Anderson

Levi Andrist

Rich Becker

Twylah Blotsky

Al Christianson

Don Clement

Bruce Furness

Tom Gerhardt

Marlene Hoffart

Tracy Martin

Tim O'Keefe

Linda Pancratz

Barry Schafer

Medora Sletten

Rolf Sletten

## **Appendix B**

### **Bully Pulpit Incorporated Board Members**

#### **Officers**

*Chair* – Pat Weir

#### **Board Members**

Bill Altringer

Guy Moos

Ed Schafer

Tama Smith

Mike Zaun



# BILLINGS COUNTY

P.O. Box 168

MEDORA, ND 58645-0168

**Billings County Commission**

*Micheal Kasian District 2*



**Phone (701) 623-4377**

*Joseph Kessel District 1*

**Fax (701) 623-4761**

*James Arthaud District 3*

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March 12, 2020

North Dakota Industrial Commission  
Attn: Outdoor Heritage Fund Program  
600 East Boulevard Ave Dept. 405  
Bismarck, ND 58505

To Whom It May Concern:

Please consider this letter of support for the Theodore Roosevelt Medora Foundation application for the Outdoor Heritage Fund grant for the Little Missouri Flood Plain Restoration project.

The Theodore Roosevelt Medora Foundation has a history of conservation of lands in and around the City of Medora. They are a reputable non-profit serving the traveling public and providing public access to the outdoors in a unique way while providing significant habitat for wildlife and livestock. They are well qualified to serve the directives listed in the application and I urge you to approve their application.

Sincerely,

A handwritten signature in black ink that reads "James R. Arthaud". The signature is written in a cursive style with a large, looped initial "J".

Jim Arthaud  
Billings County Commissioner

## **Bully Pulpit Planting Plan for Riparian Habitat**

The objective here is to utilize native and native like adaptable species that have a higher nutritional value and will be able to withstand flooding events and the likely sodic environment that is common along the Little Missouri River basin. The seed stock will be chosen based on acceptable species from the NRCS list.

Small grain nursery crops will be used to aid in the establishment of these selected grasses. The choice of which nurse crop seed is utilized will be determined by the timing of year it is seeded. Spring germinating annuals if that is the time for planting such as barley, oats or spring wheat, and fall germinating crops like winter wheat if there is time in that season to drill and seed. The construction timeline most likely has dormant seeding spring crops in late fall and covering with erosion control prior to winter.

All selected varieties will be drilled directly into the soil substrate and it is our intent to blow straw mulch over the entire landscape and crimp into the ground to aid in limiting erosion and desiccation.

This area will be maintained mechanically for the first 3 or so years to limit the encroachment of noxious weeds and un-desired plants from the seed bank from limiting the establishment of the desired selections. The mechanical maintenance at the end of the growing season will allow this area to be monitored and spot controlled chemically as needed to achieve a good and desired stand of plants.

We have been working with Dakota Cover Crop of Dickinson and Rivard's Turf and Forage of Grand Forks on seed selection. We are preliminarily looking at using a 20% compilation of the 5 following grasses.

1. Western Wheatgrass – Cool Season
2. Basin or Canada Wildrye – Cool Season
3. Indian Grass (substitute Tall Wheatgrass) – Cool Season
4. Big Bluestem – Warm Season
5. Switchgrass – Warm Season

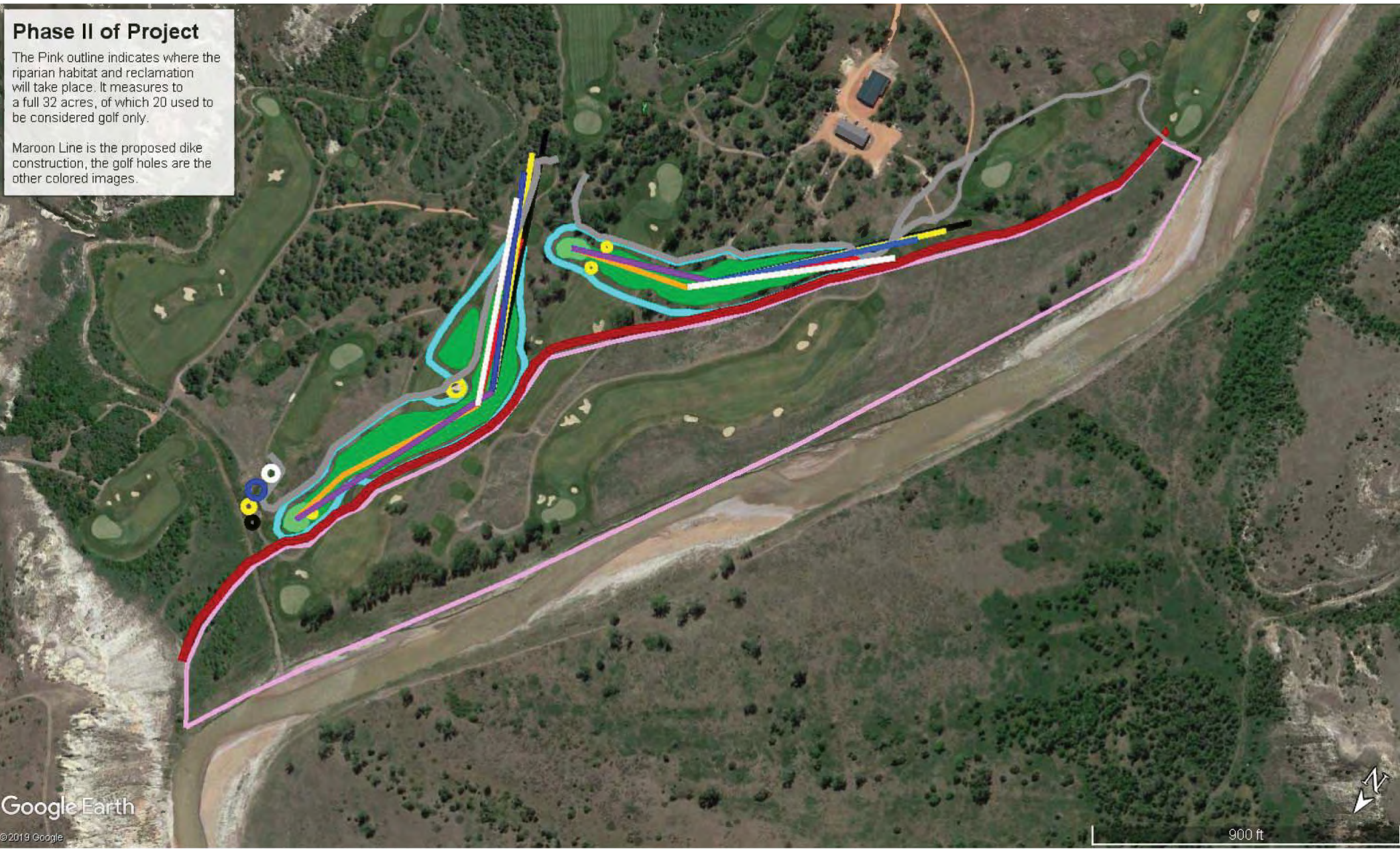
Most likely annual Cover crop selections to utilize.

1. Forage Winter Wheat
2. Winter Triticale
3. Oats
4. Barley
5. Sorghum/Sudangrass

A combination of Mechanical mowing and chemical control will be used to minimize the noxious weed establishment of Leafy Spurge and Canadian thistle being the most likely culprits.

A full final plan will be established with recommendations provided by Mr. Art Elkins of the NRCS in Dickinson, ND.

**Phase II of Project**  
The Pink outline indicates where the riparian habitat and reclamation will take place. It measures to a full 32 acres, of which 20 used to be considered golf only.  
Maroon Line is the proposed dike construction, the golf holes are the other colored images.

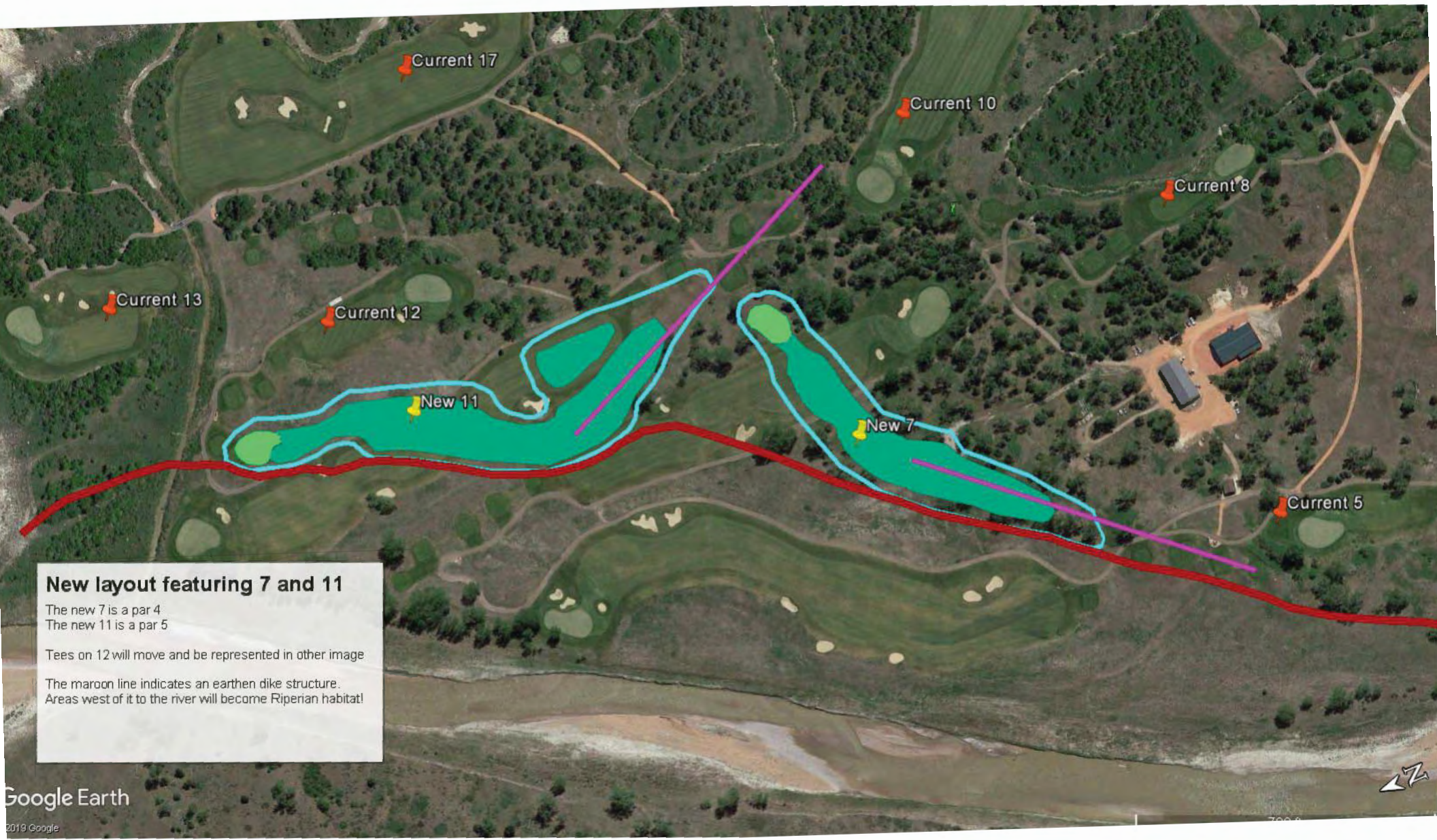


## New 2-5 layout

Current 2 remains par 4  
New 3 is new par 4  
New 4 becomes a par 5  
Current 4 becomes new 5  
and remains a par 5

The AH is going to be needed for many reasons to come





**New layout featuring 7 and 11**

The new 7 is a par 4  
The new 11 is a par 5  
Tees on 12 will move and be represented in other image  
The maroon line indicates an earthen dike structure.  
Areas west of it to the river will become Riparian habitat!



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# Business Search

Advanced 

Results: 2

Form Info	SOS Control ID#	Status	Standing	Filing Date
THE THEODORE ROOSEVELT MEDORA FOUNDATION > <i>Corporation - Nonprofit - Domestic</i>	0000026057	Active	Good Standing	04/03/1986
THEODORE ROOSEVELT PRESIDENTIAL LIBRARY FOUNDATION > <i>Corporation - Nonprofit - Domestic</i>	0000138006	Active	Good Standing	06/23/2014