



Lincoln, Fort Rice, Riverview, Florence Lake, Burnt Creek, Canfield, Lyman, & Phoenix
Unorganized Townships



Burleigh County Commission Meeting Agenda

Tom Baker Meeting Room, City/County Office Building, 221 N 5th St, Bismarck

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March 3, 2025

5:00 PM

Invocation and Pledge of Allegiance presented by Chaplain.

COUNTY COMMISSION

1. Meeting called to order.
2. Roll call of members.
3. Approval of Agenda.
4. Consideration of the December 16th, 2024, meeting minutes, and February 19th, 2025, meeting minutes and bills.
5. Consent Agenda:
 - a. Abatements.
 - b. 2nd access permit.
 - c. Special use permits.
 - d. Updated MOU between Burleigh County and the University of Mary
6. **PUBLIC HEARING** regarding plan on redesignating elective office of Burleigh County Auditor/Treasurer to appointive office.
7. Bismarck Parks and recreation Operations Director David Mayer:
 - a. South Washington Street Trail – Companion Agreement
8. County Engineer Hall:
 - a. 2nd approach permits.
 - b. Developer waiver request.
 - c. Awarding of contract for replacement of bridge #08-126-40.0.
 - d. Review of previous Bartlett & West contracts.
 - e. Contract for County Road 10 roadway Improvements.
9. County Planning Director Flanagan:
 - a. Amend Article 8 Section 28 Accessory Dwelling Units.

10. Commissioner Bakken:

- a. Carbon Dioxide Discussion.

11. County Sheriff Leben:

- a. Burleigh East Renovation Bid Proposal.

12. County Auditor/Treasurer Splonskowski:

- a. Consideration of financing resolution for SAD 76 Falconer Estates.

13. Other Business.

14. Adjourn.

The next regularly scheduled Commission meeting will be on March 17th, 2025.

Mark Splonskowski

Burleigh County Auditor/Treasurer

**BURLEIGH COUNTY COMMISSION
MEETING
DECEMBER 16TH, 2024**

5:00 PM *Invocation by Chaplain and Pledge of Allegiance*

Chairman Bitner called the regular meeting of the Burleigh County Commission to order.

Roll call of the members: Commissioners Woodcox, Munson, Schwab, Bakken, and Chairman Bitner were present.

The following changes were made to the agenda:

- Item 10A was moved to after the consent agenda
- Item 6 became item 9
- Item 7 became item 6
- Item 9 became item 7
- The words CISA Report was added to item 10B

Motion by Comm. Bakken, 2nd by Comm. Munson to approve the meeting agenda. All members present voted "AYE". Motion carried.

Motion by Comm. Bakken, 2nd by Comm. Munson to table the December 2nd, 2024 meeting minutes in order to properly review a revised draft due to unnecessary language in original version. All members present voted, "AYE". Motion carried.

Motion by Comm. Schwab, 2nd by Comm. Munson to approve the December 16th, 2024 bills. All members present voted, "AYE". Motion carried.

The following abatements were presented for the Board's consideration; a complete copy of which are on file and available for inspection in the office of the Burleigh County Auditor/Treasurer.

Owner	Tax Year	Legal Description	Credit Type	Current MV	Reduced MV
Clayton & Mary Felchle	2023	Lot 18, Block 22, Wachter's 3rd	50% Homestead Credit	\$248,500	\$148,500
Clayton & Mary Felchle	2024	Lot 18, Block 22, Wachter's 3rd	50% Homestead Credit	\$266,400	\$166,400
Robert & Gayle Moyle	2024	S80' of Lots 15-18, Block 4, McKenzie's	50% Homestead Credit	\$294,300	\$194,300
Steven Blakely	2022	1976 Marshfield 66 x 14, VIN# 29553	Mobile home removed	\$7,484	\$0
Steven Blakely	2023	1976 Marshfield 66 x 14, VIN# 29553	Mobile home removed	\$7,983	\$0
Steven Blakely	2024	1976 Marshfield 66 x 14, VIN# 29553	Mobile home removed	\$7,983	\$0
Etta Schue	2024	Lot 11, Block 13, Register's 2nd	100% Homestead Credit	\$277,300	\$77,300
Robert & Jayme Holmberg	2024	Lot 10, Block 1, Horizon Heights 1st	50% Homestead Credit	\$357,000	\$257,000
Kevin & Christine Soule	2024	Block 21, Lounsberry Outlots, Beg pt 500' S & 180' E of NW corner, E 117' S 50' W 117' N 50' to beg	100% Homestead Credit	\$168,600	\$0

Motion by Comm. Munson, 2nd by Comm. Bakken to approve the Clayton & Mary Felchle (2), Robert & Gayle Moyle, Steven Blakely (3), Etta Schue, Robert & Jayme Holmberg, and Kevin & Christine Soule abatements and the remainder of the consent agenda. All members present voted "AYE". Motion carried.

Chairman Bitner gave an update on the CO2 pipeline situation, saying that attorneys representing Burleigh County have filed to the courts an appeal of the Public Service Commission decision to approve a pipeline permit to Summit Carbon Solutions within the designated timeframe required by the law. Discussion on Summit Carbon Solutions' CO2 pipeline was then continued from previous meeting(s). Chairman Bitner then once again opened the floor for public comment. Opinions about Summit and its pipeline were had and shared by Charles Tuttle, Tommy Collins, and Curtis Jundt.

John Fraase inquired of the Commission about the possibility of renaming the municipal courtroom in the county courthouse after former Judge William C. Severin of Bismarck, subsequently giving a presentation about Judge Severin's career and stated his favorability of such a memorial. Comm. Woodcox volunteered to work with Mr. Fraase to help the project along. Motion by Comm. Munson, 2nd by Comm. Bakken to rename the municipal courtroom in the county courthouse in honor of former Judge William C. Severin. Comm. Woodcox, Munson, and Bakken voted "AYE"; Comm. Schwab and Bitner voted "NAY". Motion carried.

Auditor/Treasurer Splonskowski presented to the Commission clarifications regarding the 2024 First Quarter investment report provided by County Finance Director Jacobs back on November 18th, 2024. The points of clarifications are as follows:

- Auditor/Treasurer Splonskowski stated that he believes the benchmarks used in Finance Director Jacobs' report did not follow the current investment policy in the Burleigh County Finance Manual. Jacobs' report had compared treasuries against CDs for example rather than comparing treasuries against treasuries, CDs against CDs, etc., as prescribed in the manual; the report's figures were also based solely on treasuries and had not included CDs or money markets.
- Auditor/Treasurer Splonskowski informed the Commission that the 2023 yield exceeded the budgeted yield by over \$100,000, and that as of August 2024, Burleigh County investments yielded \$1.1 million beyond what was budgeted. Based on Finance Director Jacobs' report & benchmark, the calculated loss in 2023 amounted to 0.0088 percent (9/10^{ths} of 1%) and the loss of 2024's 1st quarter likewise amounted to 0.0018 percent (1/5th of 1%).
- Auditor/Treasurer Splonskowski stated to the Commission that on one or two of the investments made in 2024, both Finance Director Jacobs and Deputy Finance Director Schmidt agreed.
- The unmodified opinion of the 2023 annual Audit from the State's Auditor's Office was highlighted to show the Commission that no funds in Burleigh County were mishandled or misplaced.
- Auditor/Treasurer Splonskowski further stated that Finance Director Jacobs's report did not take into consideration the workforce issues and challenges effecting the Auditor/Treasurer's office. Multiple hirings and re-hirings took place within the Auditor/Treasurer's office across 2023. Furthermore, Splonskowski also explained that in 2024 the county Commission had transferred several duties historically held by the Finance Director over to his office but did not allow for the addition of new staff help disperse the workload (even removing a proposed accountant position in the Auditor/Treasurer's office during the 2025 preliminary budget). Paired with the office's standard election duties, the Auditor/Treasurer's office – and the Deputy Auditor/Treasurer in particular – suffered from overwork and was thus prevented from researching & pursuing better investment options.

Auditor/Treasurer Splonskowski ended by stating that his office exceeded the budgeted yields, and that a combination of improving internal processes, a continued adherence to North Dakota century code, and the addition of new staff to the Auditor/Treasurer's office would greatly help the investment process for Burleigh County.

Tommy Collins approached the podium to express her opinions on Auditor/Treasurer Splonskowski's clarifications.

Splonskowski presented to the Commission a recap on the November 5th, 2024, general election. Elections Coordinator Hart resigned during the general election process, her duties were reallocated within the office and members of the Auditor/Treasurer's office took on more responsibilities to keep the process going. The Secretary of State's office assisted the Auditor/Treasurer's office in finding, correcting, and noting mistakes to prevent them from happening again, and other departments within Burleigh County lent available staff to the Auditor/Treasurer's office to assist in daily election operations. Splonskowski informed the Commission that there were 52,866 ballots cast in total throughout the course of the general election,

which included 9,637 absentee votes, 19,065 early votes, and 24,164 votes cast on Election Day. Overall, Burleigh County saw a 69.9 percent voter turnout, which beat the statewide turnout of 62.61 percent.

Finance Director Jacobs addressed a couple of points before his items. Firstly, he stated that he took exception to any implications/accusations of unethical behavior on his part, and secondly, Finance Director Jacobs rebutted an earlier point made by Auditor/Treasurer Splonskowski during his clarification presentation. Jacobs stated that in his report, he never claimed there was no turnover in the Auditor/Treasurer's office during the 2023 year; rather, he had stated that there was no turnover in the Deputy Auditor/Treasurer position specifically.

County Finance Director Jacobs gave an overview of both the 2023 Investment Report and the Q2 2024 & Q3 2024 Investment Returns. Jacobs stated that in 2023, Burleigh County underperformed the benchmark of a similar term investment in US treasuries by \$751,055. The Burleigh County Auditor/Treasurer is also responsible for investing Morton County's sales taxes – in 2023, Morton County underperformed the benchmark by \$77,800. Burleigh County underperformed in 2023 mainly due to failure to invest, failure to capitalize on rising rates, and poor investment choices. Jacobs gave the following figures for each quarter in 2024:

- In Q1 of 2024, Burleigh County underperformed by \$136,000, with Morton County underperforming by \$26,000.
- In Q2 of 2024, Burleigh County underperformed by \$168,000, with Morton County underperforming by \$19,000.
- In Q3 of 2024, Burleigh County underperformed by \$226,900, with Morton County underperforming by \$38,000.

Jacobs gave some clarification as to why the numbers in Q3 of 2024 were so high, the explanation being that Burleigh County at that time was engaged in some bond defeasance activity at the advice of the county's bidding agent. If one were to remove the bond defeasance activity from Q3 of 2024, Burleigh County would underperform by \$150,000, and Morton County would underperform by \$25,000. Burleigh County underperformed in 2024 mainly due to a failure to invest and poor investment choices. Jacobs then touched on a couple of examples of a failure to invest along with other issues in 2023 under both Auditor/Treasurer Splonskowski and the previous Auditor/Treasurer Leo Vetter. Jacobs stood for questions.

County States Attorney Lawyer notified the Commission that in September 2024, the Burleigh County victim/witness program was awarded \$110,285 in federal VOCA grants through the state of North Dakota for the period of October 1st, 2024 through September 30th, 2025. Lawyer also stated that in a memo on December 9th, 2024, the state of North Dakota allocated an additional \$50,715 in federal VOCA grants to the Burleigh County victim/witness program for the period of October 1st, 2024, through June 30th, 2025. No further action was taken.

States Attorney Lawyer then continued the discussion regarding the county's internal investigation within the Auditor/Treasurer's office, mainly regarding the topics of removing a position from office and converting an elected office into an appointed office. Lawyer presented a summary of laws related to removing a position from office, and then went into detail about how petition process works when a petition is submitted to the state governor's office by either the public or the States Attorney. Additionally, Lawyer gave more insight into the process of what the Commission needed to do according to state law when converting an elected office into an appointed one. Motion by Comm. Munson, 2nd by Comm. Bakken to table the item until the next meeting. All members present voted "AYE". Motion carried.

Chris Legenfelder, Charles Tuttle, Curtis Jundt, and Steve Nagel were allowed to express their opinions concerning States Attorney Lawyer's item on the investigation discussion.

Chairman Bitner gave a report regarding the county's standalone election computer. Before the election, the Secretary of State's office had discovered that Burleigh County's standalone election computer had been connected to the Internet. Since the Internet connection instantly compromised the computer's internal security and could call into question the integrity of future elections, it had to be removed from the county and returned to its vendor for recalibration. Bitner also highlighted a 'security assessment at first entry' report from August 1st, 2024, written by officials at CISA (Cybersecurity Infrastructure Security Administration) of the Department of Homeland Security. In it, the report mentioned potential issues with the county's standalone election computer.

The Commission then began reviewing for consideration applications of Auxiliary Board members. Positions were open in the following boards & committees: Bismarck Planning Commission for an ETA member (1), Burleigh County Housing Authority (1), Burleigh County Human Service Zone Board (1), Burleigh County Park Board (2), Burleigh County School District Reorganizational Board (3), Burleigh County Water Resource Board (2), and Missouri Valley Complex Committee for a

Junior/High School Rodeo Appointee (1). Motion by Comm. Munson, 2nd by Comm. Bakken to reappoint Trent Wangen to the Bismarck Planning Commission as an ETA member. All members present voted "AYE". Motion carried. Motion by Comm. Munson, 2nd by Comm. Bakken to reappoint Cynthia Chavez to the Burleigh County Housing Authority. All members present voted "AYE". Motion carried. Motion by Comm. Bakken, 2nd by Comm. Munson to appoint Keli Berglund to the Burleigh County Human Service Zone Board. All members present voted "AYE". Motion carried. Motion by Comm. Bakken, 2nd by Comm. Munson to reappoint Errol Behm and Jeffery Herman to the Burleigh County Park Board. All members present voted "AYE". Motion carried. Motion by Comm. Bakken, 2nd by Comm. Munson to table the positions for Burleigh County School District Reorganizational Board. All members present voted "AYE". Motion carried. Motion by Comm. Woodcox, 2nd by Comm. Munson to reappoint Roger Smith and appoint Chuck Mischel to the Burleigh County Water Resource Board. All members present voted "AYE". Motion carried. Motion by Comm. Bakken to table the Junior/High School Rodeo Appointee position on the Missouri Valley Complex Committee. A consensus was reached among the commissioners to table the Junior/High School Rodeo Appointee position on the Missouri Valley Complex Committee. No further action was taken.

County Engineer Hall presented to the Commission a pavement waiver request by a couple on Sandy River Drive. This request was essentially a reconsideration of a waiver which had been denied in 2016; the waiver had included a lot split and would've required both the reconstruction and paving of Fernwood Drive. Hall stated that he recommends approval of the current waiver (which will only do a lot split), with an added caveat which states that this approval doesn't preclude the county or township from coming back in the future and requiring the individuals to share in the cost associated with rebuilding Fernwood Drive. Motion by Comm. Bakken, 2nd by Comm. Woodcox to grant the waiver as recommended by Hall. All members present voted "AYE". Motion carried. Hall then began a discussion about the bridge located on 236th St SE, as the deteriorating condition of the bridge's timber deck, beams, and piling are an area of concern. The bridge has a current posted load of 10 tons. Hall stated that the county applied for federal bridge funds from the DOT in 2021 and were approved to receive funds by 2024; however, due to inflation the project and funds were pushed back to 2026. Hall proposed two options on how to tackle the issue. The first option would be to stay on schedule and replace the bridge in 2025, using local funds and tapping into reserve funds to pay for the bridge. The total estimated cost for replacing the bridge would lie between \$900,000 and \$1 million, and the bridge would be completed by the fall of 2025. The second option would be to wait an additional year for those federal funds from the DOT to arrive in 2026 (assuming there are no further delays). With this latter option, the county would be on the hook for only \$250,000 in local funds and the bridge would be completed by the fall of 2026. Hall also highlighted a major concern that the county at some point might need to close the bridge, which would greatly affect the people living in that area due to the bridge being on an important route. A detour route has already been planned and prepared, but all three legs of the detour would need some extra work to be more efficient and safer. Motion by Comm. Munson, 2nd by Comm. Schwab to go with option one and stay on schedule to replace the bridge. All members present voted "AYE". Motion carried.

Meeting Adjourned.

Mark Splonskowski, County Auditor/Treasurer

Brian Bitner, Chairman

**BURLEIGH COUNTY COMMISSION
MEETING MINUTES
FEBRUARY 19th, 2025**

5:00 PM *Invocation by Chaplain and Pledge of Allegiance*

Chairman Bitner called the regular meeting of the Burleigh County Commission to order.

Roll call of the members: Commissioners Munson, Bakken, Schwab, and Chairman Bitner present. Commissioner Woodcox was absent.

Motion by Comm. Bakken, 2nd by Comm. Munson to approve the meeting agenda. All members present voted 'AYE'. Motion carried.

Chair Bitner requested a motion to approve the bills. Motion by Comm. Bakken, 2nd by Comm. Munson to approve the bills. All members present voted 'AYE'. Motion carried.

Chair Bitner listed the following meeting minutes which still needed approval; December 16th, 2024, January 6th, 2025, February 3rd, 2025 meeting minutes and the December 23rd, 2024 special meeting minutes. Discussion of each set of minutes was had.

- Chair Bitner listed additional changes that needed to be made to the December 16th, 2024 meeting minutes. On the bottom of the second page, remove the statement, 'In Q4 of 2024, Burleigh County underperformed by \$226,900, with Morton County underperforming by \$38,000' as it was already stated in a paragraph with the correct date. On the second page, second bullet point remove, 'with and supported the various investment decisions made by the Auditor/Treasurer's office'. On the second page, fifth bullet point remove, 'Splonskowski refuted a point that was seemingly made in Director Jacobs' report stating that the Auditor/Treasurer's office did not experience any turnover in the 2023 year, as not only did he enter the office of County Auditor/Treasurer on April 1st, 2023'. In the middle of the second page, replace the word 'clarified' with 'stated' and remove, 'According to Jacobs' on the same page. Remove the word, 'minor' on the second to last paragraph on the second page. Motion by Comm. Schwab, 2nd by Comm. Munson to table the minutes from December 16th, 2024 to review with the changes made. All members present voted 'AYE'. Motion carried.
- Motion by Comm. Bakken, 2nd by Comm. Munson to approve the December 23rd, 2024 special meeting minutes. All members present voted 'AYE'. Motion carried.
- Motion by Comm. Schwab, 2nd by Comm. Bakken to approve the January 6th, 2025 meeting minutes. All members present voted 'AYE'. Motion carried.
- Motion by Comm. Munson, 2nd by Comm. Bakken to approve the February 3rd, 2025 meeting minutes. All members present voted 'AYE'. Motion carried.

The following abatements were presented for the Board's consideration; a complete copy of which are on file and available for inspection in the office of the Burleigh County Auditor/Treasurer.

Owner	Tax Year	Legal Description	Credit Type	Current MV	Reduced MV
Austin Vilardi & Aubrey Tocci	2024	Lot 3, Block 3, Wheatland Hills 2nd	70% Disabled Veteran	\$329,000	\$276,500
William Teply	2024	Lot 15, Block 2, Eastside Heights	100% Disabled Veteran	\$383,600	\$203,600
Eugene & Carlotta Kostelecky	2024	Lot 28, Block 20, Homan Acres 6th	80% Disabled Veteran	\$163,700	\$145,700
Troy & Kayla Skelton	2024	Lot 3, Block 1, Replat Lots 14-23, Block 1, the Pointe	80% Disabled Veteran	\$392,100	\$356,100
Astrid Senger	2024	Lot 7, Block 1, North Hills 13th	100% Disabled Veteran	\$413,700	\$233,700
Timothy & Angela Wicks	2024	Lot 8, Block 2, Rplt Lot 10 Blk 1 North Hills 1st	100% Disabled Veteran	\$339,800	\$159,800
Lutene Roth	2023	Lot 16, Block 6, Tatley Meadows VI	100% Homestead Credit	\$305,300	\$105,300
Lutene Roth	2024	Lot 16, Block 6, Tatley Meadows VI	50% Homestead Credit	\$308,100	\$208,100
Ronald & Carol Bodine	2024	Unit 3 Mapleton Place Condos, Aud Lot 1634 of Lot 2, Block 2, Pebble Creek Addn	50% Homestead Credit	\$193,700	\$96,850
Stephen & Bridget Hillerud	2024	Unit 2 2305 Pointe Loop Condos, W 128' of Lot 1, Block 7, the Pointe	Error in property description	\$329,700	\$299,200
Curtis & Beverly Goehring	2024	Lot 31, Block 1, Apple Valley	100% Homestead Credit	\$175,200	\$0
Milton & Shirley Wagner	2023	Unit 4 Bldg 3313 3313/3327 Arrow Head Ranch Condos, Lots 7-8, Block 1, Pebble Creek 10th	100% Homestead Credit	\$319,400	\$119,400
Milton & Shirley Wagner	2024	Unit 4 Bldg 3313 3313/3327 Arrow Head Ranch Condos, Lots 7-8, Block 1, Pebble Creek 10th	100% Homestead Credit	\$333,600	\$113,600
Monte & Linda Tausend	2024	Lot 6, Block 3, Fort Lincoln Est #1	50% Homestead Credit	\$222,800	\$122,800
Paul & Julie Fornshell	2024	S240' of the E363' of Lot 1, Block 1, Steer	Farm residence exemption	\$340,400	\$40,000
Ramona Hendricks	2024	Lot 2, Block 5, Meadow Valley 2nd	100% Homestead Credit	\$235,300	\$35,300

Cheri Schulz	2023	Lot 28, Block 4, Wachter's 7th	50% Homestead Credit	\$261,700	\$161,700
Cheri Schulz	2024	Lot 28, Block 4, Wachter's 7th	50% Homestead Credit	\$261,200	\$227,867
Elizabeth Lynnell Strothman	2023	Lot 13, Block 3, Country West II	100% Homestead Credit	\$365,400	\$165,400
Elizabeth Lynnell Strothman	2024	Lot 13, Block 3, Country West II	100% Homestead Credit	\$375,200	\$175,200
Anthony & Diane Rothacker	2024	Lot 2, Block 1, Ridgefield	100% Disabled Veteran	\$310,700	\$130,700
Rita Schmidt	2024	Lot 1, Block 2, Parkview	100% Homestead Credit	\$125,300	\$0
Thomas & Agnes Salwei	2024	Lot 31, Block 2, Copper Ridge	50% Homestead Credit	\$385,100	\$285,100
Patricia Stoxen	2024	Lots 10-11, Block 76, McKenzie & Coffin's	50% Homestead Credit	\$265,300	\$165,300
Larry & Adela Roller	2023	Lot 8 & 10' vacated alley adj, Block 8, Replat of Calkins	50% Homestead Credit	\$207,300	\$107,300
Larry & Adela Roller	2024	Lot 8 & 10' vacated alley adj, Block 8, Replat of Calkins	50% Homestead Credit	\$213,300	\$113,300
Dennis & Kay Berg	2024	Lot 22, Block 5, Cottonwood Parkview Addn	50% Homestead Credit	\$308,600	\$208,600
Alan & Kathy Chmielewski	2023	Lot 5, pt of Lot 6 beg SW cor of Lot 6 E 11', Nly 120.81' to NW cor Swly along W line 122.58', Block 5, Stein's 1st	50% Homestead Credit	\$270,700	\$170,700
Alan & Kathy Chmielewski	2024	Lot 5, pt of Lot 6 beg SW cor of Lot 6 E 11', Nly 120.81' to NW cor Swly along W line 122.58', Block 5, Stein's 1st	50% Homestead Credit	\$288,900	\$188,900
Sherwin & Cathy Nelson	2024	Lot 11, Block 25, Wachter's 9th	50% Homestead Credit	\$351,900	\$251,900
Vicki Schmidt	2024	2008 Four Seasons 28 x 68, ser#F5218498	50% Homestead Credit	\$110,146	\$55,073
Vicki Schmidt	2025	2008 Four Seasons 28 x 68, ser#F5218498	50% Homestead Credit	\$105,196	\$52,598
Linda Houston	2023	Unit 7 & garage unit G-7 Fox Hill Condos, Lot 1, Block 1, Replat L10 B1 North Hills 1st	100% Homestead Credit	\$82,700	\$0

Linda Houston	2024	Unit 7 & garage unit G-7 Fox Hill Condos, Lot 1, Block 1, Replat L10 B1 North Hills 1st	100% Homestead Credit	\$82,800	\$0
William Miller	2023	Lot 6, Block 1, Prom Point IV 2nd Replat	50% Homestead Credit	\$557,700	\$507,700
William Miller	2024	Lot 6, Block 1, Prom Point IV 2nd Replat	50% Homestead Credit	\$559,100	\$509,100
Patricia Stoxen	2023	Lots 10-11, Block 76, McKenzie & Coffin's	50% Homestead Credit	\$254,800	\$154,800
Sheila Steckler	2024	Lot 10 less S WLY 20', Block 1, Rolling Hills 2nd	50% Homestead Credit	\$243,100	\$143,100
Dianne Moch	2024	Lot 7, Block 2, North Lincoln 2nd	50% Homestead Credit	\$277,200	\$177,200
Tony & Julie Gratz	2025	1972 Detroit 64 x 14	Mobile home removed 10/17/2024	\$6,881	\$0
Bernice Fuchs	2024	Lots 9-10, Block 26, Sturgis	100% Homestead Credit	\$209,600	\$9,600
Gary Hayes	2023	Lot 8, Block 5, Prairie Hills	50% Homestead Credit	\$236,000	\$136,000
Dennis Boknecht	2024	W 100' Lots 31-32, Block 68, McKenzie & Coffin's	50% Homestead Credit	\$147,900	\$73,950
Celia Lindquist	2023	Unit 110 Pinecrest Condo, Lots 9-12 & W 10.2' of Lot 13, Block 14, Wachter's 2nd	100% Homestead Credit	\$105,800	\$0
Celia Lindquist	2024	Unit 110 Pinecrest Condo, Lots 9-12 & W 10.2' of Lot 13, Block 14, Wachter's 2nd	100% Homestead Credit	\$105,700	\$0

Motion by Comm. Bakken, 2nd by Comm. Munson to approve the Austin Vilardi & Aubrey Tocci, William Teply, Eugene & Carlotta Kostecky, Troy & Kayla Skelton, Astrid Senger, Timothy & Angela Wicks, Lutene Roth, Ronald & Carol Bodine, Stephen & Bridget Hillerud, Curtis & Beverly Goehring, Milton & Shirley Wagner, Monte & Linda Tausend, Paul & Julie Fornshell, Ramona Hendricks, Cheri Schulz, Elizabeth Lynnell Strothman, Anthony & Diane Rothacker, Rita Schmidt, Thomas & Agnes Salwei, Patricia Stoxen, Larry & Adela Roller, Dennis & Kay Berg, Alan & Kathy Chmielewski, Sherwin & Cathy Nelson, Vicki Schmidt, Linda Houston, William Miller, Patricia Stoxen, Sheila Steckler, Dianne Moch, Tony & Julie Gratz, Bernice Fuchs, Gary Hayes, Dennis Boknecht, Celia Lindquist abatements and the consent agenda in its entirety. All members present voted 'AYE'. Motion carried.

Chair Bitner opened a public hearing for Special Assessment District 76 for Falconer Estates project. No members of the public presented any comments. Motion by Comm. Bakken, 2nd by Comm. Munson to approve the Special Assessment District 76. All members present voted 'AYE'. Motion carried.

Chair Bitner opened a discussion on future public hearing dates, times, and locations for comments on the preliminary resolution and plan on redesignating the elective office of Burleigh County Auditor/Treasurer to an appointive office. The Commission discussed the online feedback form that will be located on the Burleigh County website. Emergency Management Director Mary Senger stated that the preliminary resolution and plan that was approved would be viewable on the site. She said to submit a comment, the user would have to enter their name, address, city, and optional email address and telephone number. After setting the start and end date, the data will be collected on the website and a report would be generated after that end date. It was the consensus of the Commission to start the period for feedback on the website after the first public hearing. Discussion was had by the Commission on the dates, times, length of the hearings, and talking time limits as well as expressing the need to make sure everyone has a chance to be heard. Comments from former County Commissioner Doug Schonert were heard requesting one of the public hearings be held in rural Burleigh County such as Wing, Wilton, or Sterling. Motion by Comm. Munson, 2nd by Comm. Bakken to hold the public hearings during the regularly scheduled meetings of March 3rd, 2025, March 17th, 2025, April 7th, 2025, and public hearings in Wilton and Sterling on the same Saturday with the date, time, and locations to be determined at the March 3rd, 2025 meeting. All members present voted 'AYE'. Motion carried.

Bismarck Parks and Recreation Operations Director Dave Mayer presented information regarding the South Washington Trail Project. He stated that this project will extend from Meridian Drive to General Sibley Park. This would be a project between Bismarck Parks & Recreation and Burleigh County and that the County would only be a pass-through to receive the grant money for the project. Bismarck Parks and Recreation will be paying all the local funds for the project. Mayer said that the County has to award the bid before the project can move forward. Motion by Comm. Bakken, 2nd by Comm. Munson to approve contingent upon the companion agreement and Bismarck Parks & Recreation approval. All members present voted 'AYE'. Motion carried.

County Engineer Marcus Hall presented a resolution to enter into a contract with the low bidder for Hay Creek Township, Burnt Creek Township, Lincoln Township and County roadway chip seal projects. Motion by Comm. Bakken, 2nd by Comm. Munson to approve the bid with Asphalt Preservation Company. All members present voted 'AYE'. Motion carried.

Engineer Hall presented a resolution to enter into a contract with the low bidder for township gravel hauling. Motion by Comm. Bakken, 2nd by Comm. Munson to approve the bid with WM. D. Scepaniak Inc. All members present voted 'AYE'. Motion carried.

Engineer Hall presented a resolution to enter into a contract with the low bidder for the Highway 10 and 80th Street Intersection project. Motion by Comm. Munson, 2nd by Comm. Bakken to approve the bid with Knife River. All members present voted 'AYE'. Motion carried.

Engineer Hall presented a resolution to enter into a contract with the low bidder for

painted pavement markings. Motion by Comm. Munson, 2nd by Comm. Bakken to approve the bid with Traffic Safety Services, Inc. All members present voted 'AYE'. Motion carried.

Engineer Hall presented a resolution to enter into a contract with the low bidder for dust control. Motion by Comm. Bakken, 2nd by Comm. Munson to approve the bid with Envirotech Services. All members present voted 'AYE'. Motion carried.

Engineer Hall presented a resolution to enter into a contract with the low bidder for crushing of gravel. Motion by Comm. Bakken, 2nd by Comm. Munson to approve the bid with Central Specialties Inc. All members present voted 'AYE'. Motion carried.

Engineer Hall presented a resolution to enter into a contract with the low bidder for the Bryan Slough project. Motion by Comm. Munson, 2nd by Comm. Bakken to approve the bid with Markwed Excavation. All members present voted 'AYE'. Motion carried.

Engineer Hall requested approval of the selection of Bartlett & West to perform construction engineering services for 4" Mill and 4" Hot Mix Asphalt Overlay of County Highway 10 from 236th Street NE to ND Highway 14 and the Seal Coat of County Highway 10 from 800' East of 66th Street NE to ND Highway 14. Motion by Comm. Munson, 2nd by Comm. Bakken to approve the selection of Bartlett & West. Comm. Bakken and Comm. Munson voted 'AYE'. Comm. Schwab voted 'NAY' and stated that he was voting no because of \$16,000 that was paid to Bartlett & West for a feasibility study that was never received. Chair Bitner voted 'NAY'. Motion failed due to a tie vote. Chair Bitner noted for this to be added to the next meeting's agenda.

Engineer Hall presented a resolution to enter into a contract with the low bidder for Micro-Surfacing project. Hall mention that the project would be over budget and that they would only do half of the project; 66th Street from Highway 10 down to Lincoln. Motion by Comm. Bakken, 2nd by Comm. Schwab to approve the bid with Astech on 66th Street from Highway 10 to Lincoln. All members present voted 'AYE'. Motion carried.

Sheriff Kelly Leban made a request to the Commission to retire a Law Enforcement K-9 and release it to its handler. He said the K-9 has some medical issues that the Sheriff's Department has been trying to remedy, but also due to the K-9's age, the Sheriff's Department has decided to part ways. Leban said that unnamed donors who have come forward to fully fund the purchase of a new K-9. Motion by Comm. Schwab, 2nd by Comm. Bakken to release the K-9. All members present voted 'AYE'. Motion carried.

Comm. Munson presented a reminder about the Primary Residence Property Tax Credit which can be applied for up until March 31st, 2025. Munson also stated that he had received comments from residents of Burleigh County regarding the Auditor's situation and that he wanted the people to know that its not a Chair versus Auditor situation, but a Commission concern. He then mentioned that the Provident Building remodel is out for bids and there will be some walkthroughs happening soon. Munson stated that he wished the Commission had had a chance to review the plans more prior to them going out for bids.

Meeting Adjourned

The following list of abatements and settlement of taxes is forwarded for action to the Burleigh County Commission:

Abate #	Owner	Tax Year	Legal Description	Credit Type	Current MV	Reduced MV
25-037	Ryan Novak and Emilee Lachenmeier	2024	Lot 9, Block 2, Country Hills	Error in valuing detached building	\$569,200	\$444,700
25-095	Jesse & Renee Ann Hagen Drake & Debra	2024	Lot 7, Block 8, Sattler's Sunrise 7th	80% Disabled Veteran	\$346,500	\$202,500
25-096	McClelland	2024	Lot 2B, Block 2, North Hills 15th	90% Disabled Veteran	\$224,700	\$188,700
25-101	Steven & Violeta Heisler	2023	Lot 3, Block 21, Register's 3rd	80% Disabled Veteran	\$272,500	\$128,500
25-102	Steven & Violeta Heisler	2024	Lot 3, Block 21, Register's 3rd	80% Disabled Veteran	\$283,600	\$139,600
25-115	Resolution Realty Group LLC	2024	Lots 1-2, Block 62, McKenzie & Coffin's	Error in property description	\$186,900	\$91,800
25-116	Travis Huber	2024	Lot 7B of Lot 7, Block 1, Sonnet Heights Subdivision 5th Replat	Error in property description	\$294,100	\$224,500
25-123	Peggy Krebs	2023	Unit 1 of Bldg 2 Sleepy Hollow Heights 3rd Addn Condo V, Lots 6-7, Block 1, Sleepy Hollow Heights 3rd	50% Homestead Credit	\$314,900	\$214,900
25-124	Peggy Krebs	2024	Unit 1 of Bldg 2 Sleepy Hollow Heights 3rd Addn Condo V, Lots 6-7, Block 1, Sleepy Hollow Heights 3rd	50% Homestead Credit	\$333,100	\$233,100
25-125	Meadowlands Park	2025	2011 Champion Classic 16 x 76, ser#HZ12608	Mobile home removed in 2023	\$752.06	\$0
25-127	Robert & Judith Railsback	2024	Lot 5, Block 0, Shamrock Acres	50% Homestead Credit	\$358,900	\$258,900
25-128	Donna Miller	2024	1976 Titan 14 x 61, ser#1167673333	100% Homestead Credit	\$7,595	\$0
25-129	Donna Miller	2025	1976 Titan 14 x 61, ser#1167673333	100% Homestead Credit	\$7,595	\$0
25-130	Airport Village LLC	2023	1982 Schult 66 x 14, VIN #182839	Mobile home removed from park beg. of 2023	\$128	\$0

25-131	Airport Village LLC	2024	1982 Schult 66 x 14, VIN #182839	Mobile home removed from park beg. of 2023	\$124	\$0
25-132	Airport Village LLC	2025	1982 Schult 66 x 14, VIN #182839	Mobile home removed from park beg. of 2023	\$112.99	\$0
25-133	Oscar & Cincinnati Rueb	2024	Lots 25-26, Block 21, Fisher	100% Homestead Credit	\$199,100	\$0
25-134	John & Laura Kelsch	2024	E 75' of Lots 17-20, Block 23, Fisher	100% Homestead Credit	\$242,500	\$42,500
25-135	Pius & Helen Ternes	2024	Lot 17, Block 9, Washington Heights 3rd	50% Homestead Credit	\$310,900	\$210,900
25-136	Kathy & Mike Rudolph	2024	Lot 3426 of Lot 1 Boulder Ridge Townhomes, Block 1, North Hills 11th	50% Homestead Credit	\$313,500	\$213,500
25-137	Sara Bubel - Lois Krueger-	2023	Lot 1, Block 1, Shannon Valley 4th 1st rep	50% Homestead Credit	\$274,200	\$174,200
25-138	Sara Bubel - Lois Krueger-	2024	Lot 1, Block 1, Shannon Valley 4th 1st rep	50% Homestead Credit	\$289,400	\$189,400
25-139	Karen Wolfer	2024	Lot 46, Block 5, Falconer Estates	True and full value exceeds market value	\$1,082,500	\$926,200
25-140	Alton & Arlene Nitschke	2024	Beg @ point on S line in SE1/4 991.2' E of SW cor, then E418.4', N235.8', N38° for 223.1', then 60° for 339.4', then S257.5' to POB	Remainder of disabled veteran credit for 2024, credit was put on wrong property	\$468,500	\$379,200
25-141	Karen Boelter	2024	Lot 1, Block 86, Monson's Subdivision	100% Homestead Credit	\$269,700	\$69,700
25-142	Terry & Mary Whitmore	2023	Lot 11, Block 16, Northern Pacific	50% Homestead Credit	\$278,700	\$178,700
25-143	Terry & Mary Whitmore	2024	Lot 11, Block 16, Northern Pacific	50% Homestead Credit	\$283,400	\$183,400
25-144	Steve & Linda Reed	2023	Lots 1-3 E75', Block 28, McKenzie's	50% Homestead Credit	\$298,500	\$198,500

25-145	Steve & Linda Reed	2024	Lots 1-3 E75', Block 28, McKenzie's	50% Homestead Credit	\$295,900	\$195,900
25-146	Lavonne Braunberger	2023	Unit 9 Grandview Arms Condos, Lots 4-5 & Lot A of Lot 6, Block 1, Grandview Heights	50% Homestead Credit	\$107,200	\$53,600
25-147	Lavonne Braunberger	2024	Unit 9 Grandview Arms Condos, Lots 4-5 & Lot A of Lot 6, Block 1, Grandview Heights	50% Homestead Credit	\$111,400	\$55,700
25-149	Tim Reuer	2023	Lot F-1 of Tract F & Lot G-3 of Tract G of SW1/4	100% Homestead Credit	\$306,500	\$106,500
25-150	Tim Reuer	2024	Lot F-1 of Tract F & Lot G-3 of Tract G of SW1/4	100% Homestead Credit	\$302,900	\$102,900
25-151	Robert Christenson	2024	Lot 14, Block 19, Morningside Heights	100% Homestead Credit	\$232,500	\$32,500
25-152	Vern Huber	2025	1979 Artcraft 66 x 14, VIN# RV12348	100% Homestead Credit	\$8,870	\$0



BURLEIGH COUNTY HIGHWAY DEPARTMENT

8100 43RD AVENUE NE
BISMARCK, ND 58503
701-204-7748
FAX 701-204-7749
www.burleigh.gov

Memo

Date: March 3, 2025

To: Mark Splonskowski
County Auditor

From: Marcus J. Hall P.E.
County Engineer

RE: Second access permit for Carissa Riehl

Carissa Riehl from 9001 Sage Drive has requested a second access permit to her property. The first access approach is off of Sage Drive. She wishes to have a second approach off of 90th Ave NE in order to have better access to the east side of her property. We have reviewed the location of the new proposed access off of 90th Ave NE and have determined that it will meet our requirements.

Please place the approval of a 2nd approach for Carissa Riehl on the March 3, 2025 County Board Consent Agenda.

2nd Approach Permits Requirements

A second approach permit shall be granted by the County Engineer unless the application does not meet one of the following criteria:

- 1) The distance between adjacent approaches and the requested approach must be larger than 100 feet (center to center distance)
- 2) The requested approach provides adequate sight distance for the given speed zone (As set forth in "A Policy on Geometric Design of Highways and Street" by AASHTO.)
- 3) The second approach meets standards set out in the existing Burleigh County Zoning Ordinance.

BURLEIGH COUNTY, NORTH DAKOTA LOCATION MAP



PARCEL ID: 24-140-80-48-05-010 OWNER: RIEHL, CARISSA ACRES: 1.54
SITE ADDRESS: 9001 SAGE DR
MAIL ADDRESS: 9001 SAGE DR, BISMARCK, ND 58503-6487
LEGAL: HARVEST GROVE FOURTH Block 05 LOT 1 773674



PARCEL ID: 24-140-80-48-05-010 OWNER: RIEHL, CARISSA ACRES: 1.54
SITE ADDRESS: 9001 SAGE DR
MAIL ADDRESS: 9001 SAGE DR, BISMARCK, ND 58503-6487
LEGAL: HARVEST GROVE FOURTH Block 05 LOT 1 773674

25-001



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (9-2023)

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted Raffle by a Political or Legislative District Party

Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* Paddlewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Legacy High School Girls Soccer Booster Club		Dates of Activity (Does not include dates for the sales of tickets) 04/27/2025 - 05/31/2025	
Organization or Group Contact Person Jamie Ressler	E-mail jamieressler@gmail.com	Telephone Number 701-226-6652	
Business Address 3400 East Calgary Avenue	City Bismarck	State ND	ZIP Code 58503
Mailing Address (if different) 1820 E. Broadway Ave.	City Bismarck	State ND	ZIP Code 58501

SITE INFO

Site Name Legacy High School Girls Soccer Booster Club - President's Shop	County Burleigh
Site Physical Address 6420 Star Lane	City Bismarck
	State ND
	ZIP Code 58503

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)

04/27/2025 - 5:00 PM

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Calendar Raffle	35 Drawings: 25 - \$20, 6 - \$50, 2 - \$100, and 2 - \$200	1,400.00
	Total (limit \$40,000 per year)	\$ 1,400.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Support Legacy High School Girls Soccer team in the purchase of uniforms, apparel, equipment, food, and travel expenses

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

Yes No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

Yes No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)

No Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)

Yes No

Printed Name of Organization Group's Permit Organizer Jamie Ressler	Telephone Number 701-226-6652	E-mail Address jamieressler@gmail.com
Signature of Organization Group's Permit Organizer 	Title Fundraising Chair	Date 02/04/2025




NAME: _____
 ADDRESS: _____
 PHONE: _____
 SOLD BY: _____

\$10 Per Ticket
 April 27 - May 31

35 DRAWINGS
\$1400 PAYOUT
 \$20 - 25 WINNERS
 \$50 - 6 WINNERS
 \$100 - 2 WINNERS
 \$200 - 2 WINNERS

Winners drawn
 April 27th, 2025, 5:00
 PM at 6420 Star Ln,
 Bismarck, ND 58503
 Need not be present to win.

**CHECK THESE SITES
 FOR WINNERS!**

-  lhssabersoccer.net/girls
-  facebook.com/lhssabersgirlssoccer
-  twitter.com/LHSsabers



**LEGACY GIRLS
 SOCCER BOOSTERS
 2025 CALENDAR RAFFLE**

APRIL 2025

SUN	MON	TUES	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27 \$200	28 \$20	29 \$50	30 \$20			

MAY 2025

SUN	MON	TUES	WED	THU	FRI	SAT
				1 \$20	2 \$20	3 \$100
4 \$20	5 \$20	6 \$50	7 \$20	8 \$20	9 \$20	10 \$50
11 \$20	12 \$20	13 \$50	14 \$20	15 \$20	16 \$20	17 \$20
18 \$20	19 \$20	20 \$50	21 \$20	22 \$20	23 \$100	24 \$20
25 \$20	26 \$20	27 \$50	28 \$20	29 \$20	30 \$20	31 \$200

This is not a charitable donation. All proceeds benefit Legacy Girls Soccer. Limited number of calendars sold.

PERMIT #2025-000

MEMORANDUM OF UNDERSTANDING BETWEEN BURLEIGH COUNTY AND THE UNIVERSITY OF MARY

1. The parties of this agreement are Burleigh County and the University of Mary.
2. The purpose of this memorandum is to set forth the terms by which Burleigh County would be willing to act as the “Applicant” on behalf of a private entity, the University of Mary, so they may complete and submit an application for funding under the FY 2024 Building Resilient Infrastructure and Communities (BRIC) Grant Program. Based on the Unified Hazard Mitigation Assistance (HMA) Guidance, private entities are not allowed to directly apply for federal funding through this program, and must have a local government act as the “Applicant” on their behalf.
3. This memorandum of understanding will authorize the University of Mary to apply for federal funding under the FY 2024 BRIC Grant Program with Burleigh County acting as the “Applicant” for their project in name only. The County will only be acting as a “Pass-Through” entity for the University of Mary to apply for this available grant funding. The University of Mary will be held liable for all costs associated with this project (federal and local), as well as all administrative tasks, project management, construction management, construction itself, environmental conditions, reimbursement requests, and project closeout. If there are any issues associated with this project that may cause a loss of federal funding, an increase in cost shares, or any legal ramifications, the County will not be held liable for these issues in any way.
4. This agreement may be modified upon the mutual consent of both parties, if needed.
5. The terms of this agreement will remain in effect until the project is either denied for funding under the FY 2024 BRIC grant cycle, the project is approved and completed by the University of Mary, or the project is deobligated for federal funding under the FY 2024 BRIC Grant Program.
6. This memorandum constitutes the entire agreement between the parties. There are no understandings, agreements, or representation, oral or written, not specified within this memorandum.
7. This contract is not effective until fully executed by both parties.

Burleigh County

University of Mary

Burleigh County Commissioner

Executive Vice President, University of Mary

Date: _____

Date: _____

ITEM

6

PUBLIC HEARING

Preliminary Resolution on Redesignating Elective Office of
Burleigh County Auditor / Treasurer to Appointive Office

Whereas the elective offices of Burleigh County Auditor and Burleigh County Treasurer have been combined into one elective office May 5, 2003;

Whereas the County Auditor / Treasurer's primary duties are chief financial officer, elections officer, secretary to the County Commission, keeping track of all property taxes, and to act as the accountant, financial manager, and investor for the county;

Whereas pursuant to N.D.C.C. § 11-10-04, the qualification for an elected County Auditor or County Treasurer is the candidate must be a qualified elector in the county, which is at least eighteen years old and a resident of the county;

Whereas the Board of County Commissioners believes that more qualifications are necessary for an individual to hold the position of Auditor / Treasurer;

Whereas the Home Rule Charter for Burleigh County as passed on June 11, 2024, Article III sec. 3 allows the Board of County Commissioners to follow state law converting the elected office of county auditor / treasurer into an appointed office and pursuant to N.D.C.C. § 11-10.2-01(1)(c), the county may redesignate an elective county office as an appointive office; now, therefore, be it

Resolved, that effective April 1, 2027 and in accordance with the details of the following plan, the office of Burleigh County Auditor / Treasurer be redesignated as an appointive office;

Resolved, that a copy of this preliminary resolution and accompanying plan shall be filed in the Office of the County Auditor / Treasurer and shall be published once each week for two consecutive weeks , with public hearings scheduled thereafter.

Dated this _____ day of _____, 2025.

Brian Bitner, Chair
Burleigh County Commission

Attest: _____
Mark Splonskowski
Burleigh County Auditor / Treasurer

Plan for Redesignating Elective Office of
Burleigh County Auditor / Treasurer to Appointive Office

1. Office of Burleigh County Auditor / Treasurer is redesignated as an appointive office effective April 1, 2027, when the current term for Auditor Treasurer expires.
2. Director of Human Resources shall develop a job description to include all statutory job duties of county auditor and county treasurer along with job qualifications, including experience in finance or accounting, and appropriate pay grade for approval by the Burleigh County Commission no later than sixty (60) days after any final resolution adopting the plan.
3. The recruitment and retention for the office of Burleigh County Auditor / Treasurer shall be governed by the Burleigh County Personnel Policy Manual and Handbook.

ITEM

7

Agreement

Burleigh County, 221 North 5th St, Bismarck, ND 58501, hereinafter “**County**,” and the Park District of the city of Bismarck, North Dakota, 400 East Front Avenue, Bismarck, North Dakota 58504-5641, hereinafter “**Parks**,” agree as follows:

WHEREAS, **County** has contracted with the North Dakota Department of Transportation to receive funding participation to construct a shared use path designated as the Bismarck South Washington Street Trail Extension – Meridian Drive to Sibley Park, approximately .87 miles; and

WHEREAS, **Parks** will contract at its own expense for the design, inspection, and observation of the shared use path and when completed will maintain the shared use path; and

WHEREAS, **County** will enter into a Cost Participation, Construction, and Maintenance Agreement-Urban Federal Aid Project (TAC-1-981 (138), NDDOT Contract No 38241476), with the North Dakota Department of Transportation to receive funds not to exceed 80.93% of the total eligible project cost. The total cost of the project is \$503,833.50, with the estimated local share being \$96,081.05 for this purpose.

The **County** and **Parks** agree that **Parks** shall contract for the design, construction administration, inspection, and observation of the project and maintain the improvement resulting from this project subject to the following terms and conditions:

1. Compliance with NDDOT Program Requirements. **Parks** agrees to comply with all provisions and requirements of the Cost Participation, Construction, and Maintenance Agreement-Urban Federal Aid Project (TAC-1-981 (138), NDDOT Contract No 38241476), specifically including the Risk Management Appendix, between the **County** and the NDDOT and fulfill and assume all of the obligations and responsibilities of the **County** under that Agreement with regard to the funding made available by the Cost Participation, Construction, and Maintenance Agreement-Urban Federal Aid Project (TAC-1-981 (138), NDDOT Contract No 38241476), between the **County** and the NDDOT in the amount of an estimated local share of \$96,081.05. A copy of that Agreement is attached and made a part of this Agreement as attached Exhibit A. This includes, but is not limited to Title VI Assurances, Risk Management requirements and that all of the terms of Exhibit A will be complied with by **Parks** that are identified as responsibilities of the **County** in the Agreement attached as Exhibit A. If **Parks** fails to follow the terms of the agreement, they will reimburse any funds or liabilities that the **County** will have to pay or perform due to **Parks**' failure to abide by the contract.
2. Funding. The local matching funds necessary for the project shall be the responsibility of the **Parks**. The NDDOT will make all project payments. The **County** will reimburse the NDDOT for any payments made by the NDDOT on behalf of this project not reimbursable by the federal funds. The **Parks** shall reimburse the **County** for all payments made by the **County** to the NDDOT. Payments to contractors will be made by the NDDOT as stated above only when the work contracted for has been performed and accepted by the **Parks** and the **County**.

3. **Parks** agrees to establish and maintain sufficient program and financial records to verify that NDDOT requirements, Federal Highway Administration requirements, and other federal requirements have been met. The **Parks** will make project files available for monitoring by the **County**, the NDDOT, and the Federal Highway Administration, or the Comptroller General. Records must be retained for a five-year period after project completion date.
4. **Parks** shall respond to and clear all material weaknesses resulting from any audit performed on this project. Material weaknesses identified in **Parks**' current audit must be reconciled prior to **Parks**' next audit. Plans to correct material weaknesses must be submitted to the **County's** Auditor's Office. Plans to address significant deficiencies identified by a **Parks** audit must also be submitted to the **County's** Auditor's Office.
5. Effective Date. This Agreement becomes effective immediately on signature indicated by the following execution of the parties.

Dated this _____ day of _____, 2025.

Attest:

BISMARCK PARKS AND RECREATION
DISTRICT

By _____
Kevin Klipfel
Executive Director
Park District of the city of Bismarck ND

By _____
Mark Zimmerman
President
Board of Park Commissioners

Dated this _____ day of _____, 2023.

Attest:

BURLEIGH COUNTY

By _____
Mark Splonskowski
Burleigh County Auditor

By _____
Brian Bitner, Chairman
Burleigh County Commission

EXHIBIT A

NDDOT Contract No. 38241476

**North Dakota Department of Transportation
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT
LPA FEDERAL AID PROJECT**

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205

Assistance Listing Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Wenger, Pamela J.

Telephone: 701.328.4787

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

For NDDOT use only.

FHWA Authorization date: 12/19/24

BB

Project No. TAC-1-981(138) PCN: 23910 LPA: BURLEIGH COUNTY

Location: S WASHINGTON TRAIL-MERIDAN TO SIBLEY

Type of Improvement: SHARED USE PATH

Length: 0.871

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of Burleigh County, North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost. The total cost of the project is \$518,480.36, with the LPA's estimated share being \$98,874.20.

Additional Funding Clause
N/A

The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.



Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

PART I

LPA Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

Include the following paragraph verbatim in any subcontracts they sign relative to this project:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.
4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.
5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.
6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.
7. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,
8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.



PART II

Contracting and Construction:

1. On behalf of the LPA, NDDOT will:
 - a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.
 - b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.
 - c. Tabulate the bids and send to the LPA.
 - d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.
2. The LPA will:
 - a. Review bids to determine the lowest responsible bidder.
 - b. Execute the contract.
 - c. Distribute copies of the executed contract and contract bond to NDDOT.
3. During the construction of the project, the LPA will:
 - a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction*.
 - b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System*.
 - c. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.
 - d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

PART III

Post Construction:

After the project is completed the LPA agrees to:

1. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.



2. Prohibit the installation of traffic signals and pedestrian beacons on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, without NDDOT approval.
3. Maintain all traffic control devices on the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
4. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
5. Provide maintenance to the completed project at its own cost and expense.
6. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

If the LPA fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the LPA, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.
4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.
5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.



Local Government Engineer
ND Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505-0700

Mark Splonskowski
Burleigh County Auditor/Treasurer
221 N 5th St
Bismarck, ND 58501

7. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.



Executed by the LPA of Burleigh County, North Dakota, the date last below signed.

APPROVED:

Julie Lawyer
LPA/STATES ATTORNEY (TYPE OR PRINT)

Julie Lawyer
SIGNATURE

01/07/25
DATE

LPA of Burleigh County
*

Brian Bitner
NAME (TYPE OR PRINT)

Brian Bitner
SIGNATURE

* Chairman
TITLE

01/02/25
DATE

ATTEST:

Mark Splonskowski
AUDITOR (TYPE OR PRINT)

Mark Splonskowski
SIGNATURE

01/21/25
DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

Derek Pfeifer
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

Derek Pfeifer **BB**
SIGNATURE

10/24/24
DATE **PW**

*Mayor, President or Chairperson of Commission

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

Chad Orn
For the DIRECTOR (TYPE OR PRINT)

Chad Orn **SS**
SIGNATURE

02/06/25
DATE

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 10-22

ATTORNEY GENERAL
APPROVED as to Execution

Clint Morgenstern
02/03/25

Special Asst Attorney General



CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of Burleigh County will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source: general

Executed at Bismarck, North Dakota, the last date below signed.

ATTEST:

Mark Splonskowski
AUDITOR (TYPE OR PRINT)

Mark Splonskowski
SIGNATURE

01/21/25
DATE

APPROVED:

LPA of Burleigh

Brian Bitner
NAME (TYPE OR PRINT)

Brian Bitner
SIGNATURE

* Chairman
TITLE

01/02/25
DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 1-23



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney’s fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$437,500 per person and \$1,750,000 per occurrence**. The minimum limits of liability required of the State are **\$437,500 per person and \$1,750,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government’s contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys’ fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a “Waiver of Subrogation” waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor’s insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor’s insurance and the Subcontractor’s insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor’s policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated “A-” or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of “unique” and “routine” agreements.

RM Consulted 2007
Revised 6-24




Certificate Of Completion

Envelope Id: E416FB39-83DF-47E3-9F37-C5D2DC7B91F6	Status: Completed
Subject: Contract #38241476: Please DocuSign: Cost Participation, Construction & Maintenance Agreement	
Contract Number: 38241476	
PCN: 23910	
Source Envelope:	
Document Pages: 11	Signatures: 8
Certificate Pages: 5	Initials: 4
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Pam Wenger
Time Zone: (UTC-06:00) Central Time (US & Canada)	608 E Boulevard Ave
	Bismarck, ND 58505
	pwenger@nd.gov
	IP Address: 165.234.92.125

Record Tracking

Status: Original	Holder: Pam Wenger	Location: DocuSign
10/22/2024 4:05:38 PM	pwenger@nd.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD	Location: DocuSign

Signer Events


Signer Events	Signature	Timestamp
Brandon Beise bbeise@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None), Authentication		Sent: 10/22/2024 4:18:28 PM Viewed: 10/24/2024 8:08:05 AM Signed: 10/24/2024 8:12:30 AM
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Authentication Details

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Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 10/24/2024 8:07:57 AM
Phone: +1 701-426-0979

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Derek Pfeifer ddpfeifer@nd.gov Local Government Engineer Security Level: Email, Account Authentication (None), Authentication		Sent: 10/24/2024 8:12:31 AM Viewed: 10/24/2024 8:18:07 AM Signed: 10/24/2024 8:22:04 AM
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Authentication Details

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Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 10/24/2024 8:17:57 AM
Phone: +1 701-471-5516

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Shannon Sauer
 ssauer@nd.gov
 Security Level: Email, Account Authentication (None), Authentication

SS

Sent: 10/24/2024 8:22:06 AM
 Viewed: 10/24/2024 9:13:25 AM
 Signed: 10/24/2024 9:13:38 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 75.217.241.180
 Signed using mobile

Authentication Details

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 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 10/24/2024 9:13:19 AM
 Phone: +1 701-426-9825

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Brian Bitner
 bccbitner@nd.gov
 Chairman
 Security Level: Email, Account Authentication (None)

Brian Bitner

Sent: 12/17/2024 11:17:47 AM
 Viewed: 12/23/2024 5:54:05 PM
 Signed: 1/2/2025 2:54:35 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 174.213.247.152

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Julie Lawyer
 jladyer@nd.gov
 Security Level: Email, Account Authentication (None)

Julie Lawyer

Sent: 1/2/2025 2:54:39 PM
 Viewed: 1/7/2025 4:34:17 PM
 Signed: 1/7/2025 4:36:01 PM

Signature Adoption: Uploaded Signature Image
 Using IP Address: 165.234.252.11

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Mark Splonskowski
 msplonskowski@nd.gov
 Security Level: Email, Account Authentication (None)

Mark Splonskowski

Sent: 1/7/2025 4:36:04 PM
 Viewed: 1/13/2025 8:45:46 AM
 Signed: 1/21/2025 3:57:58 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 165.234.252.11

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Pam Wenger
 pwenger@nd.gov
 Carahsoft OBO North Dakota Department of Transportation CLOUD
 Security Level: Email, Account Authentication (None), Authentication

PW

Sent: 1/21/2025 3:58:01 PM
 Viewed: 1/22/2025 8:37:38 AM
 Signed: 2/3/2025 9:47:00 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 165.234.252.245

Authentication Details

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 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 1/22/2025 8:37:27 AM
 Phone: +1 701-202-0432

Signer Events**Signature****Timestamp****SMS Auth:**

Transaction: 372706b6-c78d-485a-9162-b0803ad156c6
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 2/3/2025 9:44:25 AM
 Phone: +1 701-202-0432

SMS Auth:

Transaction: 33873e41-f0a9-4a06-9c19-a92233e23f09
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 2/11/2025 7:04:07 AM
 Phone: +1 701-202-0432

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Clint Morgenstern
 cdmorgenstern@nd.gov
 SAAG



Sent: 2/3/2025 9:47:04 AM
 Viewed: 2/3/2025 10:05:38 AM
 Signed: 2/3/2025 10:19:37 AM

Security Level: Email, Account Authentication
 (None), Authentication

Signature Adoption: Pre-selected Style
 Using IP Address: 165.234.253.12

Authentication Details**SMS Auth:**

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 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 2/3/2025 10:05:32 AM
 Phone: +1 701-213-0588

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Chad Orn
 corn@nd.gov
 Deputy Director for Planning
 Carahsoft OBO North Dakota Department of
 Transportation CLOUD
 Security Level: Email, Account Authentication
 (None), Authentication



Sent: 2/3/2025 10:19:42 AM
 Viewed: 2/6/2025 10:06:37 AM
 Signed: 2/6/2025 10:07:46 AM

Signature Adoption: Uploaded Signature Image
 Using IP Address: 165.234.253.8

Authentication Details**SMS Auth:**

Transaction: 3a574b41-1600-4da4-bfbe-4fb808b67f12
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 2/6/2025 10:06:31 AM
 Phone: +1 701-400-7968

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Brandon Beise
 bbeise@nd.gov
 Carahsoft OBO North Dakota Department of
 Transportation CLOUD
 Security Level: Email, Account Authentication
 (None), Authentication



Sent: 2/6/2025 10:07:49 AM
 Viewed: 2/10/2025 5:37:26 PM
 Signed: 2/10/2025 5:38:00 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 165.234.253.12

Authentication Details

Signer Events	Signature	Timestamp
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 Type: SMSAuth
 Performed: 2/10/2025 5:37:21 PM
 Phone: +1 701-426-0979

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Pam Wenger pwenger@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None)	<div style="border: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">VIEWED</div> Using IP Address: 165.234.252.245	Sent: 10/22/2024 4:05:50 PM Viewed: 10/22/2024 4:06:58 PM Completed: 10/22/2024 4:18:27 PM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Agent Delivery Events	Status	Timestamp
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Mark Splonskowski msplonskowski@nd.gov Security Level: Email, Account Authentication (None)	<div style="border: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">VIEWED</div> Using IP Address: 165.234.252.11	Sent: 10/24/2024 9:13:40 AM Resent: 11/15/2024 10:13:15 AM Resent: 12/16/2024 4:49:26 PM Viewed: 12/17/2024 9:17:50 AM Completed: 12/17/2024 11:17:46 AM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None)	<div style="border: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	Sent: 2/3/2025 9:47:03 AM Viewed: 2/3/2025 9:52:01 AM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None)	<div style="border: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	Sent: 2/3/2025 10:19:40 AM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	10/22/2024 4:18:27 PM
Envelope Updated	Security Checked	10/22/2024 4:18:27 PM

Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	10/22/2024 4:18:27 PM
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Envelope Updated	Security Checked	12/17/2024 11:17:46 AM
Envelope Updated	Security Checked	12/17/2024 11:17:46 AM
Certified Delivered	Security Checked	2/10/2025 5:37:26 PM
Signing Complete	Security Checked	2/10/2025 5:38:00 PM
Completed	Security Checked	2/10/2025 5:38:00 PM
Payment Events	Status	Timestamps

ITEM

8



BURLEIGH COUNTY HIGHWAY DEPARTMENT

8100 43RD AVENUE NE
BISMARCK, ND 58503
701-204-7748
FAX 701-204-7749
www.burleigh.gov

Request for County Board Action

DATE: March 3, 2025
TO: Mark Splonskowski
County Auditor
FROM: Marcus J. Hall
County Engineer
RE: 2nd Approach Permits

Please place the following item on the next Burleigh County Board agenda.

ACTION REQUESTED:

Review and Direct the County Highway Department on how to proceed with Matthew Stern's request.

BACKGROUND:

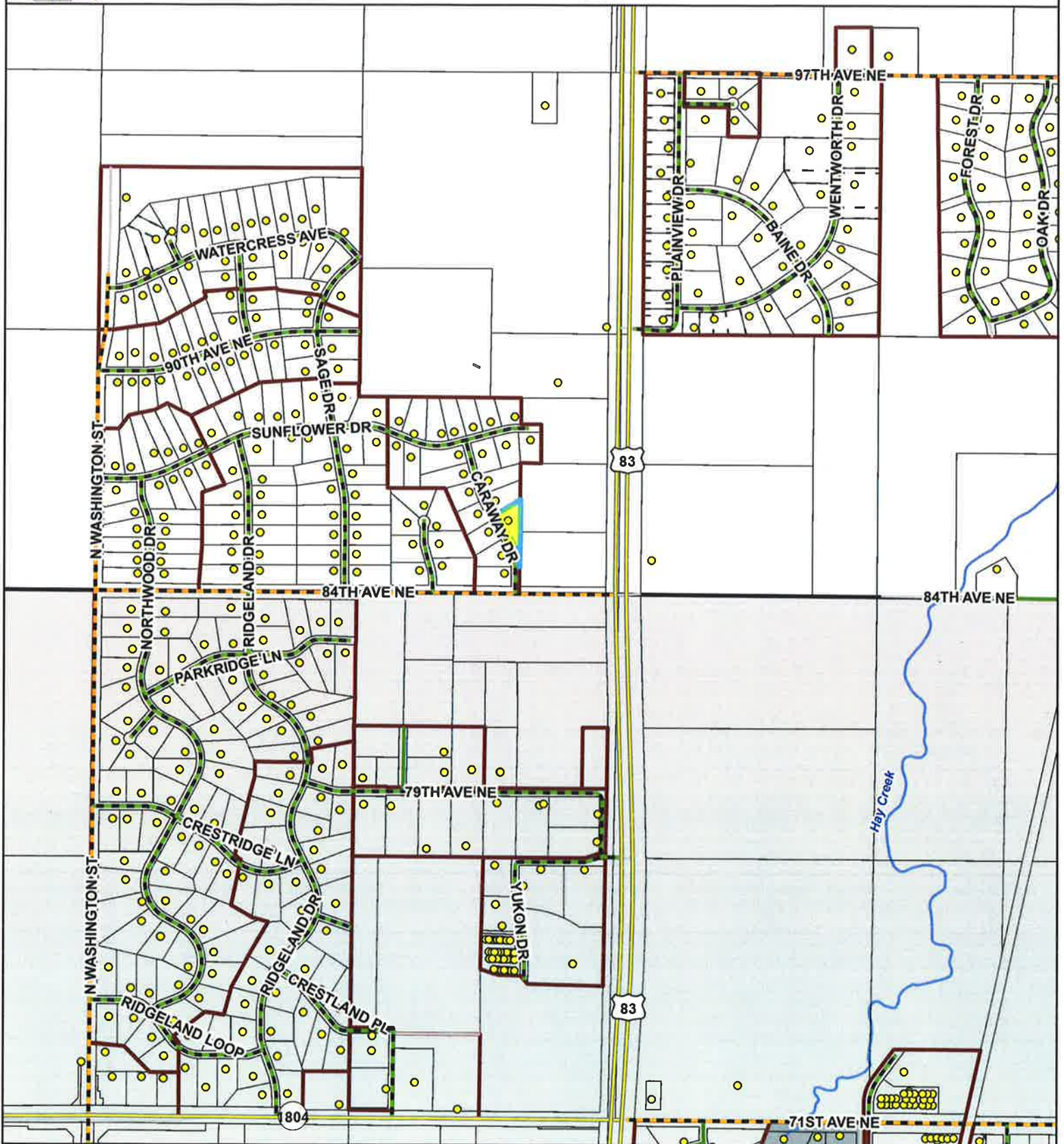
Matthew Stern has requested a second approach permit to a property described as Block 03, Lot 01, of Harvest Grove Third Subdivision (8521 Caraway Drive). Both the first and second approaches will enter the property from Caraway Drive. The second approach was rejected because it is too close to the first approach (less than 95 feet).

Matthew Stern has requested an appeal of the Highway Department's denial to the County Board.

RECOMMENDATION:

It is recommended that the Burleigh County Board discuss the above item and direct the County Highway Department on how to proceed.

BURLEIGH COUNTY, NORTH DAKOTA LOCATION MAP



PARCEL ID: 24-140-80-47-03-010 OWNER: STERN, MATTHEW M ACRES: 1.65
SITE ADDRESS: 8521 CARAWAY DR
MAIL ADDRESS: 8521 CARAWAY DR, BISMARCK, ND 58503-1802
LEGAL: HARVEST GROVE THIRD Block 03 LOT 1



PARCEL ID: 24-140-80-47-03-010 OWNER: STERN, MATTHEW M ACRES: 1.65
SITE ADDRESS: 8521 CARAWAY DR
MAIL ADDRESS: 8521 CARAWAY DR, BISMARCK, ND 58503-1802
LEGAL: HARVEST GROVE THIRD Block 03 LOT 1



BURLEIGH COUNTY HIGHWAY DEPARTMENT

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www.burleighco.com

Request for County Board Action

DATE: March 3, 2025
TO: Mark Splonskowski
County Auditor
FROM: Marcus J. Hall
County Engineer
RE: Developer Waiver Request

Please include this item on the next Burleigh County Board agenda.

ACTION REQUESTED:

Review and Direct the County Highway Department on how to proceed with the Developer's request.

BACKGROUND:

Under the current Pavement Policy, developers (owners of property that is being platted) are required to: "Proposed platted subdivisions will include the construction and paving of all internal roadways and adjacent section line roads, and the construction and paving of at least one roadway that connects into the existing paved highway system."

The Wolf's, in the NW ¼ of Section 29, Apple Creek Township (see attached map), is proposing a five (5) lot subdivision (Wolf Subdivision), and is requesting a waiver of the Pavement Policy. Under the Pavement Policy, the platting of this property would require them to re-construct and pave 0.50 miles of County/Township roadway (48th Ave SE) along the north edge of the subdivision from 66th Street to the east edge of the subdivision. Currently, around 26 parcels/residents use this roadway.

Waiving the Pavement Policy allows the County Board to approve the proposed plat without the developer re-constructing and paving the required roadways at this time. It does not preclude the County/Township from requiring the property owner from sharing in the cost to construct and pave these roadways (that benefit this property) in the future.

RECOMMENDATION:

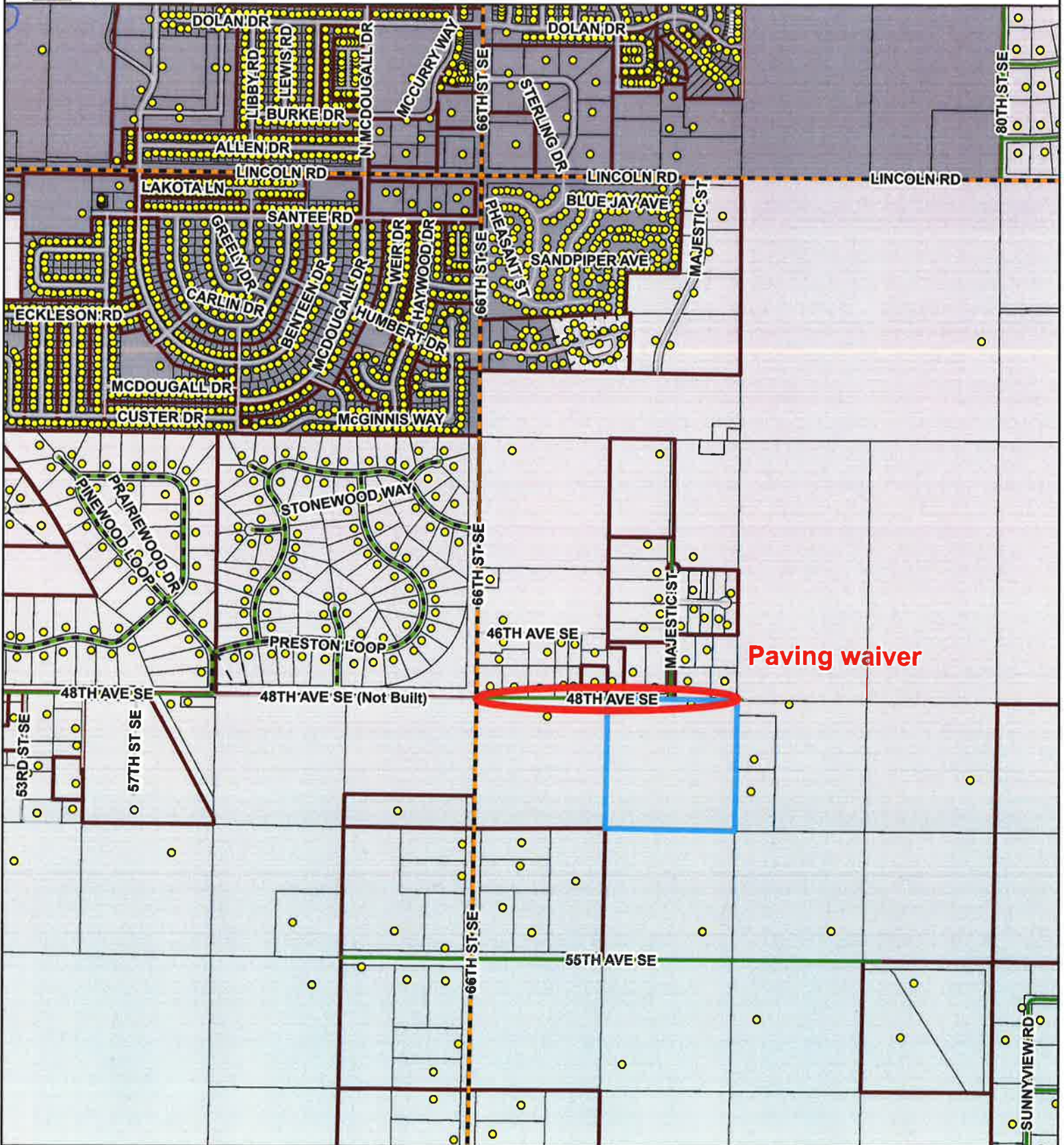
It is recommended that the County Board adopt the attached proposed resolution.

PROPOSED RESOLUTION:

THEREFORE, BE IT RESOLVED: That the County Board of Commissioners do hereby recognize that the waiving of the Pavement Policy at this time is only to allow the proposed plat to be approved and does not preclude the County/Township from requiring the property owner from sharing in the cost to construct and pave these roadways (that benefit this property) in the future, and

THEREFORE, BE IT FURTHER RESOLVED: That the County Board of Commissioners do hereby grant the Wolf's request to waive the construction and paving requirements "adjacent section line roads" listed in the Pavement Policy, in conjunction with the approval of their Subdivision.

BURLEIGH COUNTY, NORTH DAKOTA LOCATION MAP



PARCEL ID: 39-138-79-00-29-403 OWNER: WOLF, GRADY & MARGO ACRES: 40
SITE ADDRESS: 7161 SE 48TH AVE
MAIL ADDRESS: 7040 55TH AVE SE, BISMARCK, ND 58504
LEGAL: APPLE CREEK TOWNSHIP Section 29 NE1/4NW1/4 594255 29-138-79

BURLEIGH COUNTY, NORTH DAKOTA LOCATION MAP



N
2/19/2025

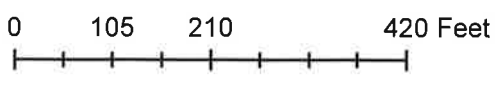


PARCEL ID: 39-138-79-00-29-403
OWNER: WOLF, GRADY & MARGO ACRES: 40
SITE ADDRESS: 7161 SE 48TH AVE MAIL ADDRESS: 7040 55TH AVE SE, BISMARCK, ND 58504
LEGAL: APPLE CREEK TOWNSHIP Section 29 NE1/4NW1/4 594255 29-138-79

Map created from Burleigh County's web mapping application. This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.



- Lines
- Property Boundary
- PLSS Sections
- PLSS Townships
- County Roads



Owners: Grady and Margo Wc
 Address 7040 55 Ave SE
 Bismarck, ND 58504₀₅₂
 701 505-2881



BURLEIGH COUNTY HIGHWAY DEPARTMENT

8100 43RD AVENUE NE
BISMARCK, ND 58503
701-204-7748
FAX 701-204-7749
www.burleigh.gov

Request for County Board Action

(Revised Board Letter will be presented at Board Meeting)

DATE: March 3, 2025
TO: Mark Splonskowski
County Auditor
FROM: Marcus J. Hall
County Engineer
RE: Award of Bids

Please place the following item on the next Burleigh County Board agenda.

ACTION REQUESTED:

Authorize the proper County officials to enter into a contract for the replacement of Bridge #08-126-40.0.

BACKGROUND:

On February 3, 2025, the County Board authorized the County Auditor and the County Engineer to advertise for bids for replacement of Bridge #08-126-40.0. Bids were opened on February 27, 2025 and the following bids were received:

MMI Improvement Company	\$330,703.08
Central Specialties Inc.	\$342,172.90

Engineers Estimate: \$478,725.75

RECOMMENDATION:

It is recommended the Board adopt the attached proposed resolution.

PROPOSED RESOLUTION:

THEREFORE, BE IT RESOLVED: That the County Board hereby accepts the low bid to replace Bridge #08-126-40.0 from MMI Improvement Company for \$330,703.08 and authorize the proper County officials to enter into contracts with said bidder.



BURLEIGH COUNTY HIGHWAY DEPARTMENT

8100 43RD AVENUE NE
BISMARCK, ND 58503
701-204-7748
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Request for County Board Action

DATE: ~~February 19, 2025~~ **March 3, 2025**

TO: **Mark Splonskowski**
County Auditor

FROM: **Marcus J. Hall**
County Engineer

RE: **Approve the selection of an engineering consultant firm for the Construction Engineering of 4" Mill and 4" HMA Overlay of County Highway 10 from 236th Street NE to ND Highway 14 and the Seal Coat of County Highway 10 from 800' East of 66th Street NE to ND Highway 14 Project.**

Please place the following item on the next Burleigh County Board agenda.

ACTION REQUESTED:

Approve the selection of Bartlett & West to perform construction engineering services for 4" Mill and 4" Hot Mix Asphalt Overlay of County Highway 10 from 236th Street NE to ND Highway 14 and the Seal Coat of County Highway 10 from 800' East of 66th Street NE to ND Highway 14 Project SC-0836(068), PCN 24165.

BACKGROUND:

The project would include providing the construction engineering services for the 4" Mill and 4" Hot Mix Asphalt Overlay of County Highway 10 from 236th Street NE to ND Highway 14 and the Seal Coat of County Highway 10 from 800' East of 66th Street NE to ND Highway 14 Project. The construction engineering services will be 80% federal funds.

At the December 2, 2024 County Board Meeting, the Board approved the Highway Department's request to seek construction engineering service proposals for the County Highway 10 Project. On February 3rd, we opened proposals for this project. Seven consulting firms submitted proposals, and after a thorough review of their proposals and

interviews conducted on February 13th, the selection committee ranked Bartlett & West as the most qualified firm to perform services for this project.

The negotiation of services and fees for this project will be done between the North Dakota Department of Transportation, Burleigh County Highway Department, and Bartlett & West. It is estimated that the total cost of design services for this project will be around \$175,000.

RECOMMENDATION:

It is recommended that the County Board adopt the attached proposed resolution.

PROPOSED RESOLUTION:

THEREFORE, BE IT RESOLVED: That the County Board of Commissioners approves of the selection of Bartlett & West to perform construction engineering services for the County Highway 10 Project.

ITEM

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BURLEIGH COUNTY, NORTH DAKOTA

\$176,727

FALCONER ESTATES IMPROVEMENT DISTRICT #76
DEFINITIVE IMPROVEMENT WARRANT, SERIES 2025
(INFRASTRUCTURE REVOLVING LOAN FUND)

FINANCING RESOLUTION

BE IT RESOLVED by the Board of County Commissioners (the "Commission") of Burleigh County, North Dakota (the "County"), as follows:

SECTION 1. IMPROVEMENT DISTRICT.

1.01. It is hereby found, determined and declared that the County has heretofore duly created the following improvement district within the County: Falconer Estates Improvement District #76 (the "Improvement District") and has ordered, received and approved plans and specifications, and estimates of the cost for the construction of the improvements in the Improvement District; that the Commission determined the necessity of constructing the improvements within the Improvement District; 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 County and the Commission with reference to the making of the improvements had not been filed or petitions 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 County possesses and has power to exercise through this Commission 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 County for any amounts temporarily advanced to meet immediate expenses of the improvements is now estimated to be not less than \$176,727; 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 District will be equal to or in excess of 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 warrants 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.

1.02. There is hereby created a special fund of the County for the Improvement District, designated as follows: Falconer Estates Improvement District #76 Fund (the "Fund"). The Fund shall be held and administered by the County Auditor/Treasurer separate and apart from all other funds of the County and shall be continued and maintained as herein directed until all warrants

issued thereon shall have been fully paid with interest. In the Fund there shall be maintained two separate accounts to be designated as the "Construction Account" and "Principal and Interest Account," respectively.

1.03. There shall be credited to the Construction Account in the Fund the proceeds of the sale of the Warrant issued against the Fund except the accrued interest and any other amounts required to be deposited into the Principal and Interest Account. All costs and expenses of making the improvements, including interest coming due during construction, costs of issuance and payment of temporary warrants, shall be paid from time to time as incurred and allowed from the Construction Account, upon construction account warrants signed by the Chairman and County Auditor/Treasurer, 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 County, and payment of all claims and expenses in respect to the improvement, there shall remain any unexpended balance in the Construction Account, such balances shall be transferred to the Principal and Interest Account of the Fund and handled and accounted for in the same manner as other moneys in that account.

As Warrant proceeds are needed for Improvement District costs, the County shall submit requests in accordance with Section 1.06 of the Loan Agreement. Loan advances shall be recorded on the grid on the back of the Warrant. Monies in the Construction Account from such proceeds and earnings shall be used for payment of the cost of the Improvement District and costs of issuance of the Warrant to include reimbursement to the County for advances made for such costs or to refund amounts borrowed for the Improvement District, and for no other purpose.

1.04. There shall be credited to the Principal and Interest Account in the Fund the accrued interest on the Warrant drawn on the Fund from the date of the Warrant to the date of delivery thereof to the purchaser, any reoffering premium, special assessments, any utility revenues or tax revenues to be levied with respect to that improvement as herein agreed, and any balance remaining in the Construction Account after completion of the improvement. Moneys in the Principal and Interest Account shall be used only for payment of the principal of and interest on Warrant drawn against the Fund as such payments become due.

1.05. With respect to the Improvement District, the County covenants and agrees with all holders of the Warrant 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 improvement, in an aggregate amount equal to the total cost of the improvements to the County, except any portion, (a) not exceeding one-fifth (1/5) of the cost of the improvements and not exceeding any applicable constitutional or statutory debt limit, as the County may determine to pay by the levy of ad valorem taxes upon all taxable property within its corporate limits. Prior to November 1 of each year the County shall determine the amount (b) paid from other revenues, if any, to be appropriated to the Principal and Interest Account to pay the principal and interest on the Warrant coming due in the following year, or (c) financed from other sources. The Commission shall direct the County Auditor/Treasurer to reduce, by a proportionate amount, the total amount of special assessments that would otherwise be placed on the tax lists of the County to the extent other revenues are appropriated to pay the

Warrant. 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 County or by the Commission or by any County officers or employees, whether in the making of the assessment or in the performance of any condition precedent thereto, the County and this Commission 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. The County 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, subject to a reduction or extension of such period of time as may be deemed necessary by the County due to collection of assessments, with the first certification and for first collection in the years, as follows, and annually thereafter:

<u>Improvement District</u>	<u>Repayment Period (Years)</u>	<u>Year Of First Levy</u>	<u>Year Of First Collection</u>
Falconer Estates Improvement District #76	12	2025	2026

Installments of the special assessments from time to time remaining unpaid shall bear interest at the rate not exceeding one and one-half percentage points above the interest rate on the Warrant.

1.06. The total cost of the improvements for the Improvement District, including construction, engineering, administration, any land or easement acquisition required, and other fees and all other expenses incidental to the completion of the improvements are estimated to be not less than as follows:

<u>Fund</u>	<u>Principal Amount</u>
Falconer Estates Improvement District #76	\$176,727

1.07. With respect to the Fund, the County hereby recognizes its obligation with respect to the Warrant drawn against the Fund, as set forth in Section 40-26-08, North Dakota Century Code ("N.D.C.C."), that whenever all special assessments, utility revenues and taxes, if any, theretofore collected for the improvements are insufficient to pay principal of or interest then due on the Warrant, this Commission shall thereupon levy a tax upon all taxable property in the County for the payment of such deficiency; provided, that if the Warrant 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 County and this Commission under the provisions of the Section 40-26-08, N.D.C.C., 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 County that the Commission will annually review the current requirements and resources of the Fund, at the time of the preparation of and hearing on the budget, in accordance with the provisions of Chapter 11-23, 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 1.04 hereof.

SECTION 2. AUTHORIZATION AND SALE OF WARRANT.

2.01. Pursuant to Section 11-11-55.1 and Chapters 40-22 through 40-27 of the N.D.C.C., the County hereby authorizes the issuance of its Definitive Improvement Warrant, Series 2025 in the principal amount of not to exceed ONE HUNDRED SEVENTY SIX THOUSAND SEVEN HUNDRED TWENTY SEVEN DOLLARS (\$176,727) (the "Warrant") for the purpose of financing the construction of necessary infrastructure in the Improvement District.

2.02. The County has made timely application to the Bank of North Dakota ("BND") pursuant to the requirements of the Infrastructure Revolving Loan Fund to finance all or a portion of the cost of the Improvement District and BND has approved the District's application pursuant to the terms of a commitment letter dated December 17, 2024 (the "Commitment Letter"). The sale of the Warrant is hereby awarded to BND. The County shall comply with all terms and provisions of the Commitment Letter.

SECTION 3. WARRANT TERMS, EXECUTION, AND DELIVERY.

3.01. The Warrant shall be designated Definitive Improvement Warrant, Series 2025, dated March 17, 2025, and shall be issued in fully registered form. The Warrant shall be payable through annual installments of principal and annual installments of interest on the dates, and in the respective years and amounts set forth on the amortization schedule attached to the Warrant ("Mandatory Payment Dates"), as the same may be revised from time to time by BND. The Warrant shall bear interest on the outstanding principal amount of the Warrant from the date advanced until paid at a fixed rate of 2.00%.

The County may prepay the Warrant in whole or in part, without incurring any penalty, on any date at a price equal to 100% of the principal amount to be repaid, together with accrued interest thereon to the redemption date. Not less than thirty (30) calendar days prior to the date specified for such prepayment and redemption the County will cause notice to be mailed to the registered holder of the Certificate.

The principal amount of a partial prepayment may, in the sole option and discretion of the County, (i) be applied to a future principal payment of the Warrant in a manner determined by BND, or (ii) be applied to reduce each unpaid principal installment required with respect to the Warrant in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be re-amortized to provide proportionately reduced principal payments in each year).

The Warrant shall initially be issued as a single fully registered warrant registered in the name of BND or its assigns.

3.02. The Warrant shall be printed under the direction of the County Auditor/Treasurer and shall be executed on behalf of the County by the manual signatures of the Chairman and the County Auditor/Treasurer. When the Warrant has been prepared and executed, the County Auditor shall deliver the same to BND in accordance with the Loan Agreement. As proceeds are needed for Improvement District costs, the County shall submit requests in accordance with Section 1.06 of the Loan Agreement. Loan advances shall be recorded on the grid on the back of the Warrant.

3.03. Books for the registration and for the transfer of the Warrant as provided in this Resolution shall be kept by the County Auditor/Treasurer, who is hereby appointed the Registrar and Paying Agent of the County for the Warrant. Upon surrender for transfer of any Warrant 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 County shall execute and the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Warrant for a like aggregate principal amount.

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

SECTION 4. FORM OF WARRANT.

4.01. The Warrant shall be printed in substantially the form on file with the County Auditor/Treasurer.

SECTION 5. SINKING FUND AND PLEDGE.

5.01. So long as the Warrant is outstanding and unpaid, the County Auditor/Treasurer shall maintain the Principal and Interest Account as a sinking fund, which may be a separate and special bookkeeping account on the official books and records of the County, to be used for no purpose other than the payment of the principal of and interest on the Warrant and such other obligations of the County as have been or may be directed to be paid from the Principal and Interest Account. The Principal and Interest Account shall be applied as to principal commencing May 1, 2026, and annually thereafter to and including May 1, 2037. Interest shall be payable on each May 1 commencing May 1, 2025.

5.02. Moneys on deposit in the Fund may be invested as permitted by the N.D.C.C., provided, however, such investments shall mature at such times and in such amounts as will permit payments on the Warrant when due.

SECTION 6. CERTIFICATIONS OF PROCEEDINGS; AMENDMENTS.

6.01. The County Auditor/Treasurer is authorized and directed to prepare and furnish to BND certified copies of all proceedings and records relating to the establishment and construction of the improvements and the operation and maintenance thereof, and the levy of special

assessments and taxes therefor and for the issuance of the improvement Warrant, which may be necessary or proper to show the validity and marketability of the Warrant, and all instruments and transcripts so furnished, constitute representations of the County as to the correctness of the facts as stated or recited therein. The County agrees to furnish additional certifications of its officers as are necessary to establish the validity of the Warrant, the absence of litigation materially affecting the issuance of the Warrant and any other certifications or information reasonably necessary to insure marketability and compliance with the conditions of underwriting.

6.02. The Loan Agreement, in substantially the form presented to the County at this meeting, is hereby accepted and authorized to be executed on behalf of the County by its Chairman and County Auditor/Treasurer or other Commission members in the absence of the Chairman and/or County Auditor/Treasurer (the "Authorized Officers"), with such modifications as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the Loan Agreement and to deliver it to BND, which execution and delivery shall be conclusive evidence of the approval of any modifications with respect to the Loan Agreement.

6.03. The Authorized Officers, in consultation with the States Attorney, 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 warrant in the event assessments are not certified for collection as provided for in Section 1.05 herein, or the preliminary amortization schedule is adjusted with the consent of BND.

6.04. The Commission authorizes the Authorized Officers to execute documents relating to the issuance of the Warrant using electronic signatures. The electronic signatures of the Authorized Officers 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 Warrant. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means.

SECTION 7. COVENANTS OF COUNTY; DEFEASANCE.

7.01. If the balance in the Principal and Interest Account should at any time be insufficient to pay all principal and interest then due on the Warrant, such balance shall be used first to pay the interest due, and the remainder shall be applied in payment of the principal due on the Warrant in direct order of maturity years and pro rata as to Warrant installments maturing in the same year.

The County reserves the privilege of refunding any maturity of the Warrant, the payment of which moneys are not at the time available, by issuing new warrants, bonds or notes payable from the Principal and Interest Account, on a parity with those theretofore issued as to interest charges therein, but the maturity of any such new warrants, bonds or notes shall be subsequent to the maturities of the Warrant payable from the Principal and Interest Account which then remain outstanding.

7.02. When the Warrant has been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this Resolution shall cease. The County may discharge the Warrant due on any date by depositing with BND on or before that date a sum sufficient for the payment thereof in full; or if the Warrant should not be paid when due, the same may nevertheless be discharged by depositing with BND a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The County may also discharge the Warrant called for redemption on any date when it is prepayable according to its terms, by depositing with BND on or before said date the principal, premium, if any, and interest then coming due.

Dated: March 3, 2025.

BURLEIGH COUNTY, NORTH DAKOTA

Attest:

Chairman, Board of County Commissioners

County Auditor/Treasurer

The governing body of the County acted on the foregoing resolution at a properly noticed meeting held in Bismarck, North Dakota, on March 3, 2025, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

"Aye" _____

"Nay" _____

Absent _____