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

Attend in Person | Watch live on Government Access Channels 2 or 602 | Listen to Radio Access 102.5 FM | Stream on freetv.org or Dakota Media Access Facebook Live | Replay later from freetv.org

November 17, 2025

5:00 P.M.
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 November 3, 2025, meeting minutes and bills. *(Pg. 4-7)*

5. **PUBLIC COMMENT.** *Restricted to Burleigh County residents and landowners***.**

6. Consent Agenda:
   a. Abatements. *(Pg. 9)*
   b. Special event permits.
   c. Centre Inc. Contract. *(Pg. 10-13)*
   d. Emmons County Joint Powers Agreement. *(Pg. 14-18)*
   e. Emergency Operations Plan Resolution. *(Pg. 19)*
   f. Multi-Hazard Mitigation Plan Resolution. *(Pg. 20)*

7. County Engineer Hall:
   a. Maintenance Certification. *(Pg. 22-33)*

8. County HR Director Binder: *(Pg. 35-45)*
   a. Follow-up on 2027 Auditor salary analysis.
   b. Veteran Services Officer Retirement.
   c. Finance Director position and Treasurer position.

9. County Sheriff Leben.
   a. Variance to Burleigh County Policy request. *(Pg. 47)*

10. Commissioner Munson:
   a. Bismarck Burleigh Public Health.

11. Commission continued items:

a. Garrison Diversion letter. *(Pg. 49-54)*

12. County Auditor Splonskowski:
    a. Auxiliary Board membership expirations. *(Pg. 56-59)*

13. Other Business.

14. Adjourn.

The next regularly scheduled Commission meeting will be on December 1, 2025.

Mark Splonskowski
Burleigh County Auditor

ITEM

4

BURLEIGH COUNTY COMMISSION
MEETING MINUTES
NOVEMBER 3rd, 2025

5:19 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 Steve Bakken (Via Telephone), Wayne Munson, Steve Schwab, Jerry Woodcox, and Chairman Brian Bitner present.

Motion by Comm. Munson, 2nd by Comm. Woodcox to approve the agenda adding an amended abatement list to the consent agenda. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. ***Motion carried.***

Motion by Comm. Woodcox, 2nd by Comm. Munson to approve the October 20th, 2025 meeting minutes and bills. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. ***Motion carried.***

Chairman Bitner opened the meeting to public comment.

- No comment was heard.

Chairman Bitner closed the public comment segment.

Motion by Comm. Munson, 2nd by Comm. Woodcox to approve the Anthony & Margaret Keel, Bismarck North Developers, Belfield Access Terminal LLC, Jeffery Conlon, George Simek Rev Lvg Tr abatements, and the consent agenda in its entirety. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. ***Motion carried.***

County Planning Director Mitch Flanagan presented an appeal by Stoll Farms of a Notice and Order regarding a complaint from neighbor Jamie Feist based on agriculture tours that were conducted on the property. County resident Mary Podoll, relative of owner Jarod Stoll, spoke in favor of the appeal. Jamie Feist, the complainant, spoke against the appeal. Flanagan stated that he had a meeting with Podoll and she agreed not to have any more events on the property without a special use permit. He said that his office asked Stoll Farms to create a subdivision of the plat and to apply for a PUD zoning change to fit that property. Flannagan stated that because of the many uses of the property and the PUD, they would require a buffer zone at the property lines. He said that no permit was issued for the event in question. Flanagan stated that Podoll was requesting a letter stating that the Notice and Order would be removed and there would be no action taken. Chair Bitner asked if the event was a violation of the zoning ordinance to which Flanagan concurred. Chair Bitner and Comm. Munson agreed that sending the letter requested by Podoll would not be right as it would validate the wrongdoing. Flanagan said that the agreement that was reached with Podoll was that she would not have any more agricultural tours. Discussion was had. Motion by Comm. Bakken, 2nd by Comm. Schwab to deny the Mary Podoll's appeal of the Notice and Order. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. ***Motion carried.***

Planning Director Flanagan presented a request to waive Albert Kuntz's special use permit fee of $300 after being advised to apply for a subdivision due to the size of the accessory dwelling unit he wanted to build on his property. Motion by Comm. Munson, 2nd by Comm. Woodcox to approve the request to waive Albert Kuntz's special use permit fee of $300. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. ***Motion carried.***

Planning Director Flanagan presented an application for a special use permit for the placement of a temporary MET tower by 41 Wind, LLC. to assess renewable energy potential. He said the tower would remain in place for twelve to thirty-six months at which time it would be fully removed and the site restored to its original condition. Flanagan stated the tower would be erected north of Baldwin and east of Wilton on 201st Street NE. Motion by Comm. Munson, 2nd by Comm. Woodcox to approve the special use permit for the placement of a MET tower by 41 Wind. PRC Wind CEO Paul White spoke regarding the tower and stated his company would be installing the tower. Commissioners Munson, Woodcox, and Chairman Bitner voted 'AYE'. Commissioners Bakken and Schwab voted 'NAY'. ***Motion carried.***

County Engineer Marcus Hall presented bids received on October 28th, 2025 for three new motor graders under a five year total cost bid with a guaranteed repurchase price and the end of the period. Hall stated that he recommended the resolution in the packet with the acceptance of the lowest bid from RDO, however, he wanted to convey additional information included within Butler Cat bid. He said that with the Butler Cat bid, they would revise the current agreement to repurchase our current Butler Cat motor graders for an additional approximately $40,000 each. Hall stated that he recommended putting the current motor graders up for public auction for a set minimum price instead of selling them back to Butler at the end of the contract. Motion by Comm. Bakken, 2nd by Comm. Schwab to accept the low bid from RDO Equipment for three motor graders of $1,306,500 under a five year total cost bid with a guaranteed repurchase price at the end of this period, and authorize the proper County officials to enter into a contract with said bidder. Butler Cat Sales Representative Lowell Malard spoke on the subject. Discussion was had. Commissioners Bakken, Munson, Schwab, and Woodcox voted 'AYE'. Chairman Bitner voted 'NAY'. ***Motion carried.***

Engineer Hall presented an appeal by Robert McCay to a second approach permit that was previously denied by the Highway Department. Marcus stated that the Highway Department denied it because it would put the center of both driveways eighty feet apart when the minimum qualifications are at least a hundred. Motion by Comm. Bakken, 2nd by Comm. Woodcox to approve the appeal. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. ***Motion carried.***

County Sheriff Kelly Leben presented information on the quarterly report for the Bismarck-Morton Detention Center. Leben said that the revenue continues to trend positively at the jail, and that staffing continues to be a struggle. He stated that they are looking into using the opioid settlement funds and the DOCR grant funds for a possible addiction nurse to help inmates with addiction and recovery. Leban said once more information is obtained it will be presented to the Commission.

Sheriff Leben presented information on a registered nurse applying for the Jail Nurse position with the Detention Center and the need to adjust the starting salary for this applicant to secure them in the position to be competitive in the market. Leben stated that he would like to bring this applicant in at a grade 9 step 13. He said that if this variance is approved, then the salary of the Nurse Supervisor needs to be assessed. Leben requested the Nurse Supervisor be moved from a grade 12 step 8 to a step 12 grade 10 immediately. Motion by Comm. Woodcox, 2nd by Comm. Munson to authorize the variance of grade 9 step 13 for the Jail Nurse applicant and the variance to the current salary for the Jail Nurse Supervisor position. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. ***Motion carried.***

Jason Petryszyn of Swenson, Hagen & Co spoke providing an update on the Missouri Valley Complex's wetland delineation report. Petryszyn stated that the next step is to obtain 401 and 404 permits from the Corp of Engineers. Comm. Munson stated that in order to complete the plat, the 401 and 404 permits need to be obtained to determine how the wetlands can be delineated. Discussion was had. Motion by Comm. Munson, 2nd by Comm. Bakken to approve the solicitation of bids to hire out the application process for the required 401 / 404 permits from the Corp of Engineers to determine how the wetlands can be delineated. Commissioners Bakken, Munson, Schwab, and Woodcox voted 'AYE'. Chairman Bitner voted 'NAY'. ***Motion carried.***

Commissioner Munson presented a contract from Houston Engineering on the Kimball Bottoms boat ramp reclamation which is the first step in the project approved at the October 6th, 2025 Commission meeting. He stated that he brought the contract to the Commission for approval and to discuss were the funds will come from. Motion by Comm. Munson, 2nd by Comm. Woodcox to accept the contract with Houston Engineering and to use money from reserves to pay for it. Commissioners Bakken Munson, and Woodcox voted 'AYE'. Commissioner Schwab and Chairman Bitner voted 'NAY'. ***Motion carried.***

Commissioner Schwab presented a draft letter to be sent to the Garrison Diversion Conservancy District (GDCD) to request being removed from the district. Assistant State's Attorney Dennis Ingold stated that State's Attorney Julie Lawyer drafted the proposed petition and proposed letter. Motion by Comm. Woodcox, 2nd by Comm. Munson to table this until the next meeting. Commissioners Bakken, Munson, and Woodcox voted 'AYE'. Commissioner Schwab and Chairman Bitner voted 'NAY'. ***Motion carried.***

Commissioner Woodcox presented an update on the 250th Anniversary Mural and requested the County send a letter to the Northern Plains Heritage Area confirming our allocation of matching funds to accept the grant. Motion by Comm. Bakken, 2nd by Comm. Munson to allow Chairman Bitner to abstain from the vote due to being a board member of the Northern Plains Heritage Area. Commissioners Bakken, Munson, Schwab, Woodcox voted 'AYE'. ***Motion carried.*** Motion by Comm. Woodcox, 2nd by Comm. Munson to send a letter of intent accepting the grant funds and confirming the County's matching funds. Commissioners Bakken, Munson, Schwab, and Woodcox voted 'AYE'. ***Motion carried.***

Meeting Adjourned.

7:18 PM

Mark Splonskowski,
County Auditor

Brian Bitner,
Chairman

ITEM

6

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
25-524	Susan Fred	2023	Lot 9, Block 4, South Wilton - aka Kilians	100% Homestead Credit	$144,000	$0
25-525	Susan Fred	2024	Lot 9, Block 4, South Wilton - aka Kilians	100% Homestead Credit	$150,800	$0
25-526	Diane Binder	2024	Lot 9, Block 19, McKenzie's	100% Homestead Credit	$134,700	$101,025
25-527	Haylie Ryclik	2023	1981 Gallatin 70 x 16, VIN# CH4527	MH moved to Sheridan County in 2023	$12,306	$0
25-528	Haylie Ryclik	2024	1981 Gallatin 70 x 16, VIN# CH4527	MH moved to Sheridan County in 2023	$12,306	$0
25-529	Haylie Ryclik	2025	1981 Gallatin 70 x 16, VIN# CH4527	MH moved to Sheridan County in 2023	$12,306	$0

Centre

October 24, 2025

Mark Splonskowski
Burleigh County Auditor
PO Box 5518
Bismarck, ND 58506-5518

RE: Community Service Contract

Dear Mr. Splonskowski:

Attached for your review are two copies of a proposed Contract between Centre Inc. and Burleigh County to provide Community Service programming & Misdemeanor Probation Supervision. If approved, please sign, and return one copy to:

> Josh Helmer
> Centre Inc.
> PO Box 1269
> Fargo, ND 58107

The second copy is for your records.

I want to thank you for continuing to preserve this sentencing option/service. If you have any questions or need anything further, please contact either me at (701) 365-4162 or Alex Crabbe, Community Service Program Supervisor at (701) 663-0951, or Jim Becker, Misdemeanor Probation Officer at (701) 663-0926.

Sincerely,

Josh Helmer

Josh Helmer
Executive Director

3501 Westrac Drive
Post Office Box 1269
Fargo, ND 58107-1269
(701) 365-4199
FAX (701) 365-4180

100 6th Avenue Southeast
Mandan, ND 58554
(701) 663-8228
FAX (701) 663-0912

123 15th Street North
Fargo, ND 58102
(701) 237-9340
FAX (701) 373-8357

201 4th Street South
Grand Forks, ND 58201
(701) 746-6303
FAX (701) 746-7713

AGREEMENT

This Agreement is made by and between Centre, Inc., (hereafter called "Centre"), and Burleigh County a political subdivision of the state of North Dakota (hereafter called the "County").

Recitals

WHEREAS, North Dakota Century ch. 54-40.3 provides the general authority for Joint Powers Agreements and North Dakota Century Code Section 54-40.3-01 (2) authorizes Joint Powers Agreements between a county and an agency or institution of the state for the undertaking of any power or function which either entity is permitted by law to undertake; and

WHEREAS, Centre, has the authority as a community corrections agency to supervise, manage and enforce terms and conditions of probation of adult offenders as set by the court or pursuant to a conditional release from physical custody of a correctional facility or the Department of Corrections and Rehabilitation, pursuant to N.D.C.C. 12. 1-32-07; and

WHEREAS, there is a need for a community service, misdemeanor probation, and restitution program for the above County, and the County recognized the positive impact of a successful community service and restitution program; and

WHEREAS, there is a need for additional supervision and management of offenders ordered to perform community service or pay restitution, or both; and

WHEREAS, Financial assistance through a cooperative effort between Centre and the County is necessary to fund a community service and restitution program; and

WHEREAS, The County can assist Centre in the supervision and management of low-risk offenders, and the supervision and management of offenders ordered to perform community service or pay restitution, or both.

Now, Therefore, Centre and Burleigh County agree as follows:

1. This agreement is made pursuant to the provision of N.D.C.C. ch. 54-40.3 and shall be subject to and construed consistent with the legislative intent and purposes of that chapter.

2. This agreement shall be for the period effective January 1, 2026, and shall expire December 31, 2026. **The agreement will be renewed for an additional one-year period unless either Centre or Burleigh County provides written notice to the other that they do not intend to renew the agreement by November 1, 2026.** This agreement may be terminated upon thirty days' notice by Centre or Burleigh County.

3. Burleigh County shall provide financial assistance for a community service and restitution program as follows: (1) The County of Burleigh shall make a payment of $2500.00 per month, payable to Centre on a three-month quarterly basis, with the first quarterly payment due January 1, 2026. This contract between Centre and Burleigh County includes provisions whereby Centre will maintain reasonable commercial general liability insurance and will indemnify and hold the county harmless on any claims of any nature, including all costs, expenses, and attorneys' fees which may in any manner result from the conduct of Centre.

4. Centre shall ensure that all funds paid under this Joint Powers Agreement are used only for the administration and supervision of the community service and probation program. Allowable expenditures for the administration and supervision of the program include the following:

    a. Office space, utilities, office supplies, including copying and postage, office equipment, including telephones.

    b. Salaries, wages, benefits, training of employees employed for the supervision, administration, and management of low-risk offenders and a community service and restitution program.

    c. Day to day supervision of people who may work with or volunteer to assist in low-risk supervision and the community service and restitution program.

    d. Insurance and liability coverage.

5. Burleigh County's obligation under this agreement shall be limited to the payments described in section 3 of this agreement and the County shall not have any obligation for the provision of administrative services, personnel, supplies, equipment or property. The Counties liability shall be limited to its contractual liability for the payments described in section 3 of this agreement and the County may not be held liable for any matters other than its obligation of performance under this agreement.

6. This agreement shall not preclude Centre, Burleigh County, or any organization or entity providing community service administrative and supervision services from accepting any gifts, grants, federal or state aid, or funds from any other public or private source, for furthering the purposes of this agreement.

7. This agreement shall not preclude the Department's Division of Field Service, or any of its parole and probation officers, from the performance of their duties in the County.

8. This agreement may be executed in counterparts. This agreement is effective after the signatures of the authorized official of Centre and Burleigh County have been obtained.

IN WITNESS WHEREOF, the Parties hereto have caused the agreement to be duty executed as dated and signed below.

Centre, Inc.

10-24-2025
Date

Executive Director
Centre, Inc.
North Dakota

ATTEST:

KEELA R SALISBURY
NOTARY PUBLIC
STATE OF NORTH DAKOTA
My Commission Expires 05-14-2029

Notary Public

Cass County, North Dakota
My Commission Expires:

Burleigh County

Date

Chairman, Burleigh County
Board of Commissioners

ATTEST:

Date

Auditor
Burleigh County

JOINT POWERS AGREEMENT
FOR PROVISION OF
EMERGENCY MANAGEMENT SERVICES

This agreement is made this 17th day of November 2025, by and between Burleigh County, North Dakota, a political subdivision, and Emmons County, North Dakota, a political subdivision.

WHEREAS, Burleigh County and Emmons County are organized and operated pursuant to Title 11 of the North Dakota Century Code and have the authority to enter into a Joint Powers Agreement pursuant to Section 54.40.3.01, North Dakota Century Code and Article VII, Section 10 of the North Dakota Constitution.

WHEREAS, North Dakota Century Code (N.D.C.C) 37-17.1·07 provides that "each county shall maintain an emergency management organization that serves the entire county or must be a member of a regional emergency management organization that serves more than one county"; and

WHEREAS, Emmons County has been challenged to maintain an effective emergency management program based on its part-time requirements, and after exploring various options to provide for an emergency management program has determined the most effective method would be to pay for services; and

WHEREAS, Burleigh County maintains highly qualified fulltime staff in its emergency management program, is willing and capable of providing emergency management services, and has determined that it can leverage efficiency within its own program to provide fee-based emergency management services.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants contained herein the parties agree as follows:

1. Scope of Services: Burleigh County and Emmons County agree that Burleigh County, through its Emergency Management Department, shall furnish services to and for Emmons County by providing emergency management services in accordance with the terms and conditions of this Agreement. Burleigh County assumes the obligation to provide such services through its Emergency Management employees consistent with the terms of this Agreement in compliance with established professional standards. In furtherance, but not in limitation of the scope of services designated herein, such duties, obligations and responsibilities shall include the following:

   A. Burleigh County shall incorporate the National Incident Management System, which includes the Incident Command System (ICS)/Unified Command System (UCS), into the local emergency operations plan (LEOP).

B. Burleigh County shall develop, review, and update the Local Emergency Operations Plan (LEOP) to ensure it adequately addresses all hazards and issues that may arise during an emergency/disaster, identify resources including local, private, voluntary, and mutual aid, and conduct planning meetings to review and identify roles and responsibilities.

C. Burleigh County shall manage the Emmons County's Emergency Management Program Grant (EMPG) to include the submission of a grant application with budget and work plan. Further, Burleigh County shall complete the items in the work plan, provide an accounting for grant funds, submit reimbursement requests, including proper documentation and proof of payments, submit quarterly progress reports, and maintain grant records, including the inventory of equipment purchases.

D. Burleigh County shall develop an Integrated Preparedness Plan (training plan) for Emmons County responders based upon Homeland Security Exercise and Evaluation Program results and NIMS training requirements. (Based upon monies allotted via budget and/or grants).

2. Term**:** The agreement of this term shall be for a period of one year beginning upon the effective date of January 1, 2026 and terminating on December 31, 2026. This agreement shall renew yearly unless either party delivers a sixty (60) day written notice, at any time during the contract period, to the other party of its intention to discontinue further services under this agreement.

3. Compensation**:** Emmons County agrees to pay Burleigh County for services to be provided under the terms of this Agreement as follows:

A. A base monthly fee of $1,500.00 will be paid to Burleigh County to offset the current Emergency Management Program budget since services will be provided in day-to-day activities.

B. Emmons County agrees to pay additional fees based on an hourly rate for dedicated service hours and specific operational costs identified per month. A cost estimate is provided in Attachment A (Budget).

C. The fees generated through Attachment A will not include hours of work required to support emergency and disaster response. Those fees will be a separate cost and based on regular or overtime hours and apportioned to supported jurisdictions.

D. As the program matures, the monthly fee will adjust according to a documented work history. Depending on workload requirements, the service provider may need to increase staff to sustain service goals.

4. Insurance: Each County will agree to assume its own liability for claims of any nature including all costs, expenses, and attorneys' fees which may result from or arise out of this agreement.

   Burleigh County shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-insurance pools or government self-retention funds, authorized to do business in North Dakota the following insurance policies: commercial general liability; automobile liability; and workforce safety insurance covering 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 $250,000 per person and $500,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workforce safety insurance compensation. The Counties shall furnish certificates of insurance evidencing these coverages are in effect and providing that the coverages may not be canceled or modified without thirty (30) days prior written notice to the other County.

5. Status of Burleigh County Employees**:** In the performance of the services rendered by Burleigh County through its designated employees are employees of Burleigh County and not employees of Emmons County.

6. Relationship of Parties**:** This Agreement shall not be construed to create any form of any employment relationship between any Burleigh County Emergency Management Department employee and Emmons County under the provisions of this Agreement. It is the intention of the parties hereto to maintain separate and distinct organizations, and Burleigh County through its designated employees shall be acting as an independent contractor in providing services to and for the benefit of Emmons County. Burleigh County shall be responsible to control and supervise all its employed Emergency Management Department employees and to pay compensation to the same for all wages, salaries, taxes, withholding payments, fees, as well as other professional education, professional liability insurance premiums, and contributions to any pension plans. Burleigh County shall not claim that Emmons County is responsible for the payment of any of the foregoing payments, withholdings, contributions, or taxes in relationship to its designated employees.

7. Indemnification and Liability of Parties: Each party to this Agreement shall be responsible for the claims, losses, damages, and expenses, which may arise out of the negligent or wrongful acts or omissions of that party or that party's agents, employees, or representatives acting in the scope of their duties in this Agreement. Each party to this Agreement agrees to inform the other in the event such party is notified of an investigation or claim arising out of the services provided under the terms and conditions of this Agreement and shall provide reasonable access to the information involving such investigation or claim. Each party shall further notify the other party of the disposition of any such investigation or claim.

8. Termination: This Agreement shall terminate upon the expiration of the term established herein. Either party may further terminate this Agreement for breach of any of the duties outlined herein upon ninety (90) days written notice delivered to the other party. Upon termination of this Agreement, as provided for above, neither party shall have any further obligation or duty hereunder except for those obligations which have accrued prior to the date of termination.

9. Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of North Dakota and shall further be subject to all applicable federal laws, rules, and regulations.

10. Compliance with Laws and Regulations: It is the intention of Emmons County and Burleigh County to fully comply with all applicable laws and regulations in performing their respective duties and responsibilities under this Agreement. The parties shall cooperate during the entire term of this Agreement to assist each party in fully complying with the laws and regulations required in providing emergency management services.

11. Notices: Any notice required or permitted to be given under this Agreement shall be deemed properly given at the time it is mailed, properly addressed and postage prepaid to the addresses specified below, or to such other and further addresses as may be specified in writing:

Burleigh County Auditor
221 N 5th St
Bismarck, ND 58501

Emmons County Auditor
100 4th St NW
Linton, ND 58552

Dated this 17th day of November 2025, Burleigh County:

BY: ______________________________________
Brian Bitner, Commission Chairperson

Dated this 2nd day of December 2025, Emmons County:

BY: ______________________________________
Dan Materi, Commission Chairperson

Attachment A

		Yearly		Monthly
Burleigh County Fixed Operating Expenses/Supplies				
	$	18,000.00		$1,500.00
Emmons County Emergency Management Budget				
EM Contract Per Hour *Estimate 27.5 hours/month	$	13,200.00	$	1,100.00
FICA	$	818.40	$	68.20
Medicare	$	191.40	$	15.95
Other Expenses	$	2,000.00	$	166.67
Program Cost	**$**	**34,209.80**	**$**	**2,850.82**

Burleigh County Emergency Management
4200 Coleman St
Bismarck ND 58503
(701) 222-6727
burleigh.gov

Burleigh County Local Emergency Operations Plan

Resolution

WHEREAS, the ND Legislative Assembly passed the “North Dakota Disaster Act of 1985: (NDCC 37-17.1) enacting an emergency management law embodying all aspects of disaster/emergency preparedness for all types of hazards which could seriously affect this county; and

WHEREAS, the law provides that each county shall maintain an emergency management organization that serves the entire county, and each city shall provide an emergency management organization of its own, or it shall participate in the countywide emergency management organization; and

WHEREAS, the State Law requires the cities and counties to notify shall notify the division of homeland security of the manner in which the city and the county are providing or securing emergency management activities, identify each individual who will coordinate the activities of the local emergency management organization, and furnish additional information relating thereto as the division requires,

WHEREAS, the Burleigh County Local Emergency Operations Plan utilizes the National Incident Management System and assigns tasks and responsibilities to organizations within the County. It establishes a broad concept for conducting response and recovery operations should an emergency or disaster threaten or occur in the Burleigh County and cities therein.

NOW, THEREFORE, BE IT RESOLVED, that the Burleigh County Commission adopts the revised Burleigh County Local Emergency Operations Plan for Burleigh County, North Dakota. We further order that all Burleigh County Departments maintain the capability for executing their assigned responsibilities pursuant to this Plan.

Dated this 17th day of November 2025.

____
Brian Bitner, Chairperson
Burleigh County Board of Commissioners

Burleigh County
221 N 5th St
Bismarck ND 58501
701.222.6718 | burleigh.gov

2025 Burleigh County Multi-Hazard Mitigation Plan

Whereas Burleigh County recognizes the threat that natural, man-made or technological hazards pose to people and property within Burleigh County; and

Whereas Burleigh County has prepared the 2025 "Burleigh County Multi-Hazard Mitigation Plan" in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

Whereas the 2025 "Burleigh County Multi-Hazard Mitigation Plan" identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Burleigh County from the impacts of future hazards and disasters; and

Whereas adoption by Burleigh County demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2025 "Burleigh County Multi-Hazard Mitigation Plan".

Now, therefore, be it resolved, by the Burleigh County Commission, North Dakota, that:

The Burleigh County Commission adopts the 2025 "Burleigh County Multi-Hazard Mitigation Plan". While content related to Burleigh County may require revisions to meet the plan approval requirements, changes occurring after adoption will not require Burleigh County to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

Signed this 17th day of November 2025

____
Brian Bitner, Chairperson
Burleigh County Commission

ITEM

7

BURLEIGH COUNTY
HIGHWAY DEPARTMENT

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

Request for County Board Action

DATE: **November 17, 2025**

TO: **Mark Splonskowski**
County Auditor

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

RE: **Maintenance Certification**

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

ACTION REQUESTED:
Authorize County Officials to sign Maintenance Certification

BACKGROUND:
Every year the Burleigh County Highway Department reviews all federal aid highway projects and certifies that they are being maintained in a good and safe condition for general public use, and that maintenance is being done in accordance with the North Dakota Department of Transportation "Construction and Maintenance Agreements."

Under current State and Federal rules, the County Board must approve the certification and direct the proper County officials to sign the certification.

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

PROPOSED RESOLUTION:
THEREFORE BE IT RESOLVED: That the proper County officials are hereby authorized to sign the annual county federal aid projects Maintenance Certification.

MEMO TO: Chairperson, Board of County Commissioners

FROM: Derek Pfeifer, Local Government Engineer DDP

DATE: October 29, 2025

SUBJECT: Maintenance Certification

Enclosed is the annual Maintenance Certification for county federal aid projects for you to sign and return to my office by **December 19, 2025**. This certification states that your county is properly maintaining the projects that had federal aid for construction.

Also, enclosed is a **sample** "Cost Participation, Construction, and Maintenance Agreement" similar to one you have signed for each federal aid construction project (See pages 3 and 4). This does ***not*** need to be returned as it is for your information only.

If you have any questions, please call me at 701-328-4408.

38/kl/ss
Cc: Road Foreman (letter only)
Enclosures

MAINTENANCE CERTIFICATION
COUNTY FEDERAL AID PROJECT
North Dakota Department of Transportation, Local Government
SFN 51026 (8-2017)

All federal aid highway projects have been inspected and are being maintained in a good and safe condition for general public use. Maintenance is in accordance with the North Dakota Department of Transportation "Construction and Maintenance Agreements".

Approved as to form:

States Attorney (Type or print) Julie Lawyer	County of Burleigh
Signature	Date 11/17/2025

County Auditor (Type or print) Mark Splonskowski	Chairman, Board of County Commissioners (Type or print) Brian Bitner
Signature	Signature

Recommended for approval:

County Engineer/Highway Supervisor (Type or print) Marcus J. Hall
Signature Marcus J. Hall

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

Federal Award Information – to be provided by NDDOT

CFDA No: 20.205	CFDA Title: Highway Planning & Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin
NDDOT Program Mgr: ${FIELD:CONTRACT_MGR_NAME}	Telephone:

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:**

Project No. ${FIELD:PROJECT_NUMBER} **LPA:**
Location: ${FIELD:LOCATION}
Type of Improvement: **Length:**

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 , 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 percent of the total eligible project cost. The total cost of the project is $, with the LPA's estimated share being $.

Additional Funding Clause

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. Maintain the signing and marking of the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.

3. 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.

4. Provide maintenance to the completed project at its own cost and expense.

5. 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

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 ______________________________, North Dakota, the date last below signed.

APPROVED:

____
CITY/STATES ATTORNEY (TYPE OR PRINT)

____
SIGNATURE

____
DATE

LPA of ______________________________
*

____
NAME (TYPE OR PRINT)

____
SIGNATURE

*
____
TITLE

____
DATE

ATTEST:

____
AUDITOR (TYPE OR PRINT)

____
SIGNATURE

____
DATE

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

APPROVED as to substance:

____
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

____
SIGNATURE

____
DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

____
DIRECTOR (TYPE OR PRINT)

____
SIGNATURE

____
DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 8-17

CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of ______________________ 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:

____

____

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

ATTEST:

____
AUDITOR (TYPE OR PRINT)

____
SIGNATURE

____
DATE

APPROVED:

LPA of ______________________

____
NAME (TYPE OR PRINT)

____
SIGNATURE

*___________________________
TITLE

____
DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 8-17

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).

ITEM

8

BURLEIGH COUNTY
HUMAN RESOURCES DEPARTMENT

PAM BINDER, SPHR, SHRM-SCP
DIRECTOR

HUMAN RESOURCE ASSISTANTS:
MEGAN MARTIN
DESIREE HILBORN

Memorandum

To: Chairman Brian Bitner
Commissioner Steve Bakken
Commissioner Wayne Munson
Commissioner Steve Schwab
Commissioner Jerry Woodcox

From: Pam Binder, SPHR, SHRM-SCP
HR Director/Risk Manager

Date: November 12, 2025

Re: Human Resource's Agenda items for November 17, 2025, Commission Meeting

Subject One: Follow-up to the minimum and average elected Auditor Salary Questions

BACKGROUND:
This is follow-up from the original request by the Burleigh County Commission at the September 15, 2025 Commission Meeting regarding the annual salary for the elected Auditor position to be effective on April 1, 2027.

In the October 6, 2025 Commission Meeting, I presented the minimum required salary for an elected Auditor. The minimum salary level for the elected Auditor position is set in NDCC 11-10-10 Salaries of elected county officers. 2. b. Nineteen thousand five hundred dollars in counties having a population of or exceeding eight thousand plus additional compensation of one hundred dollars per year for each one thousand additional population or major fraction thereof over eight thousand. The calculation for the minimum salary for the Auditor based on the above instruction is listed below:
$19,500.00 Minimum annual salary
Burleigh County population of 100,012 minus 8,000 equals 92,012 times 1,000 equals 90.012 rounded to 90 times $100 in $9,000.
$19,500.00 plus $9,000.00 equals **$28,500.00 minimum annual salary for an elected Auditor**.

I was asked by the Burleigh County Commission to provide a salary analysis using the Auditor salaries and tenure from each of the fifty-three (53) counties in the state of North Dakota. I requested start dates for each county Auditor from the North Dakota Association of Counties (NDACo). I was provided a list that contained the majority of the county auditor start dates. I had to fill in a few of the dates using tenure calculations. The average tenure for all counties is approximately eleven (11) years. The average annual Auditor salary in all counties is approximately $85, 988.30. The table

PAM BINDER, SPHR, SHRM-SCP
DIRECTOR

HUMAN RESOURCE ASSISTANTS:
MEGAN MARTIN
DESIREE HILBORN

below shows the details of the Auditor's average tenure and average salary based on regions. These regions are made up similar to the regions in the Occupational Outlook reports from the Department of Labor.

WESTERN REGION

Adams	7	$62,557.00	Elected
Billings	13	$103,060.00	Elected
Bowman	5	$69,668.00	Elected
Burke	3	$70,367.00	Elected
Divide	24	$84,219.00	Elected
Dunn	3	$100,922.00	Elected
Golden Valley	24	$72,112.00	Elected
Hettinger	13	$66,242.00	Elected
McKenzie	8	$144,356.00	Elected
Mountrail	24	$114,734.00	Elected
Slope	24	$66,956.00	Elected
Stark	5	$95,676.00	Elected
Williams	24	$116,854.00	Elected
	14	**$89,824.85**	**Average**

CENTRAL REGION

Morton	24	$116,646.00	Elected
McLean	7	$107,463.00	Elected
McHenry	24	$99,984.00	Elected
Benson	23	$89,424.00	Elected
Renville	22	$87,900.00	Elected
Sioux	4	$85,316.00	Elected
Mercer	3	$85,240.00	Elected
Emmons	19	$74,895.00	Elected
Bottineau	5	$74,304.00	Elected
Foster	3	$73,615.00	Elected
Eddy	2	$65,280.00	Elected
Oliver	3	$59,000.00	Elected
Rolette	2	$58,363.00	Elected
McIntosh	23	$54,569.00	Elected
Grant	7	$54,105.00	Elected
Sheridan	24	$51,077.00	Elected

PAM BINDER, SPHR, SHRM-SCP
DIRECTOR

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Kidder	24	$47,946.00	Elected
Logan	3	$24,720.00	Elected
	12	**$72,769.28**	**Average**

CENTRAL REGION

LaMoure	24	$80,579.00	Appointed
Pierce	4	$73,886.00	Appointed
Stutsman	5	$122,496.00	Appointed
Ward	5	$124,048.00	Appointed
Wells	4	$76,502.00	Appointed
	8	**$95,502.20**	**Average**

EASTERN REGION

Barnes	2	$79,123.00	Elected
Cavalier	24	$79,638.00	Elected
Dickey	24	$72,130.00	Elected
Griggs	24	$50,832.00	Elected
Pembina	1	$84,252.00	Elected
Ramsey	9	$90,786.00	Elected
Ransom	24	$87,168.00	Elected
Richland	5	$124,571.00	Elected
Sargent	1	$71,328.00	Elected
Steele	3	$55,193.00	Elected
Traill	0	$119,795.00	Elected
	11	**$83,165.09**	**Average**

EASTERN REGION

Cass	0	$145,368.00	Appointed
Grand Forks	0	$152,414.00	Appointed
Nelson	3	$85,899.00	Appointed
Towner	2	$99,028.00	Appointed
Walsh	0	$93,540.00	Appointed
	1	**$115,249.80**	**Average**

PAM BINDER, SPHR, SHRM-SCP
DIRECTOR

HUMAN RESOURCE ASSISTANTS:
MEGAN MARTIN
DESIREE HILBORN

RECOMMENDATION:

The average annual Auditor salary for the Central region with Burleigh County included is $74,793.95. The average annual Auditor salary for the Central region with Burleigh County removed is $72,769.28. The appointed Auditors make more than the elected Auditor's for the reason of required education and experience. That is why the appointed position are averaged on their own by the regions.

The recommendation would be to place the minimum annual Auditor salary at $28,500.00 – the mid-point Auditor annual salary at $54,436.00 – and the maximum Auditor salary at $95,436.00. This would not fall into the Burleigh County Pay Grade and Pay Step Structure. If we placed this position into the Pay Grade and Pay Step structure it would be a Pay Grade 8 Pay Step 1 = $61,110.40 – Pay Step 10 = $78,332.80 – and Pay Step 20 = $102,835.20.

Regardless of whether the Auditor position be negotiated separately or if it falls within the Burleigh County Pay Grade and Pay Step structure; a newly elected Auditor would start the salary negotiation process at the $28,500.00 minimum and negotiate increases from there based on education and/or experience that is being brought to the position by the new Auditor.

Subject Two: Mark Landis Retirement Announcement and Open House

ANNOUCEMENT:

Burleigh County Veteran Services Officer (VSO) has announced his retirement effective November 21, 2025. Mark Landis has been the Burleigh County Veteran Services Officer for over twenty-two (22) years. I have attached the Retirement Announcement.

Chris Berglund was promoted form the Deputy Veteran Services Officer to the Veteran Service Officer. This promotion was effective on November 9, 2025.

Subject Three: Resignation of the Finance Director – Interim Treasurer

BACKGROUND:
Attached is the resignation letter for Leigh Jacobs Finance Director. The Burleigh County Commission will need to formally accept Leigh Jacob's resignation.

PAM BINDER, SPHR, SHRM-SCP
DIRECTOR

HUMAN RESOURCE ASSISTANTS:
MEGAN MARTIN
DESIREE HILBORN

I have also attached both the Finance Director and the Treasurer job descriptions. The Burleigh County Commission will need to provide guidance on how and when to post both of these positions.

Meanwhile, the Treasurer/Finance department is down another employee and yet the workload is the same.

RECOMMENDATION:

I would like to recommend that at least one or both positions be posted for a month. Also, with tax season coming up, there will have to be temporary employees hired to help with this extra workload. There will also be existing employees with greater workloads. I would recommend that the Portfolio Holder(s) meet with the department and create a plan going forward regarding staffing for the department. I would be available to assist with this process if requested to do so.

Happy Retirement

Mark Landis, Burleigh County Veteran's Service Officer

Burleigh County Veterans Service Officer Mark Landis will retire on November 21, 2025 after more than 22 years of service. Mark began working at the county in 2003 after a 20-year military career, which included combat zone duty in Saudi Arabia during Operations Desert Shield and Desert Storm. Early in his military career, he served a tour in Thule, Greenland, the northernmost U.S. military outpost on Earth.

Mark provided assistance to tens of thousands of veterans during his tenure as the VSO, resulting in several million dollars of benefits paid by the U.S. Department of Veterans Affairs (VA). He was appointed by then-Governor John Hoeven in 2009 to serve a three-year term on the Administrative Committee on Veterans Affairs. Mark was the President of the Professional Veterans Advocates of North Dakota from 2014-2021. He was also appointed by Senator Kevin Cramer to serve on a veterans advisory committee.

Mark and his wife, Liz, have three children and nine grandchildren. He retires with more than 42 years of combined public service.

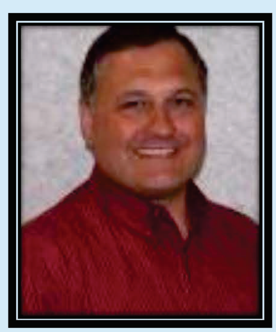
~Chris Berglund, Burleigh County Deputy VSO

Retirement Celebration for

Burleigh County

Veterans Service Officer

Mark Landis



Friday November 21st 2025

Time: 2:00 PM

Location: 1st Floor Conference Room

City/County Office Building

221 North 5th St., Bismarck ND

Cake and coffee will be served, come help us celebrate Mark and his 22 years of service to the veterans of Burleigh County!

Brian D. Bitner
Chair, Burleigh County Commission
221 N 5th St.
Bismarck, ND 58501

November 10th, 2025

Chair Bitner:

Please accept this letter as formal notice of my resignation from my position at Burleigh County. My last day will be November 21st, 2025.

It has been a privilege to serve the citizens of Burleigh County as Finance Director. I take great pride in the progress my team achieved together in strengthening the County's financial standing, earning more than $1 million through the sales tax bond defeasance, and restoring vitality to the County's investment portfolio. I am sincerely grateful for the trust placed in me and for the opportunity to contribute to the County's long-term financial well-being.

I take pride in having led the modernization of the County's accounting structure, consolidating a redundant dual-leadership model into a single, accountable framework consistent with best practices across local governments nationwide. This reform has strengthened fiscal oversight, enhanced accountability, and positioned Burleigh County for enduring financial stability and long-term public value.

I leave this position with gratitude and confidence in the County's continued financial strength. The foundation now in place will serve Burleigh County well in the years ahead.

Sincerely,

Leigh J Jacobs, CPA

	Burleigh County, North Dakota **Job Description**	**Last Date Revised:** 08/01/2024 **Job Description #** 03-41110-061

Employee: ___________________________
Job Title: Finance Director
Job Status: Exempt (Appointed)
Salary Grade: 17

Location: Bismarck
Department: Finance
Reports to: Board of Commissioners
DBM Rating: D71

Job Summary: Under supervision of the Board of County Commissioners, performs complex administrative duties directing the review of the finance, accounting, and budgetary operations for the County acting as comptroller in charge of revenues and expenditures.

Responsibilities:

30 % time	1.	Responsible for performing complex administrative duties and professional work in directing the finance, accounting, and budgetary operations of the County. Acting as comptroller, review and make recommendation on all revenues and expenditures for the County.
25 % time	2.	Responsible for ensuring the Board of County Commissioners have timely updates on all financial activities including the annual audit, final budget communication and budget variance reporting. Provide supervision for staff in the finance department.
20 % time	3.	Responsible for creating, implementing, monitoring for effectiveness, policies, and procedures, on behalf of the Commission, that pertain to the County's financial operations. Audit the policies and procedures to ensure continued relevancy, compliance, and internal control systems are in place.
15 % time	4.	Responsible for assisting department heads in preparation and review of annual budgets, review purchase orders, and journal entries, develop and implement accounting techniques, internal auditing, and other internal controls.
10 % time	5.	Responsible for reviewing the computation of the mill levies for all taxing districts in the County in accordance with state statutes, prepare tax abstracts for the state and prepare financial statements for the state legislature.

Essential Job Duties:

1. Oversee the County budget process including reviewing preliminary department budgets and reviewing final combined budget. Coordinates with Auditor/Treasurer in conducting budgetary hearings. Prepare final budget recommended allocation. Review and monitor any variances to budget.
2. Advise County Commissioners and Department Heads on financial issues and provide reports on any variances to budget, assist with reviewing budgets and financial audits, and attend Commission meetings as needed.
3. Review journal entries, purchase orders, tax abstracts for the state, and review bank statement reconciliations.
4. Review the computation of mill levies for all taxing districts in the County in accordance with state statutes.
5. Prepare financial data and information for state legislators as required by law, compile data for County Auditor's Certificate of Indebtedness, and administer the County's liability insurance policies.
6. Review and recommend adjustments for end-of-year entries and schedule the annual audit; prepare annual financial statements; schedule audit and work with auditors; draft the annual financial report including footnotes for audit; review audit results and implement necessary recommended policies, procedures, and internal controls revisions on behalf of the Commission.

7. Administer federal grants adhering to all regulations. Research, and ensure compliance with all policies and practices that pertain to the different types of grants.
8. Advise the Board of Commissioners on financial condition of the County, prepare a wide variety of presentations, records, and reports such as flow charts/diagrams, statistical analyses, tax reports, budget reports, federal and state financial reports, payment requests, year-end report, schedules, user fees, etc.
9. Develop and recommend to the Board of County Commissioners for approval; financial policies, procedures, and internal controls processes. Prepares financial agenda items for Commission meetings.
10. Perform responsibilities in a manner that clearly shows effective communication and cooperation and that promotes open exchange of information, respect, high ethical standards, and professionalism.
11. Provide general supervision for staff in the finance department.
12. Perform other related duties as required or assigned.

Job Qualifications, Experience and Education

1. Bachelor's Degree in Accounting, Business Administration, or related field; must be a Certified Public Accountant(CPA) and have 3-5 years' experience in a similar position with general knowledge of accounting techniques, laws, and regulations pertaining to governmental accounting practice.
2. Must have the ability to design, prepare and present complex financial reports and understand computerized accounting systems reporting features.
3. Must possess excellent communication skills to establish and maintain effective working relationships with County officials and employees, and the general public.
4. Must possess computer skills with proficiency in MS Excel and MS Word.
5. Must have the ability to plan, organize and supervise the work of others, and analyze, interpret, and prepare reports and records.

Working Conditions/ Physical and Mental Demands

1. Physical environment consists of a desk job in the standard environment. Will include physical motions of finger dexterity for use of keyboard, sitting and standing motions.
2. May endure high levels of stress while preparing financial information.

Clarification Clause:

This is an appointed position and is subject to reappointment by the Board of County Commissioners on an annual basis. This job description is not intended and should not be construed to be a complete list of all skills, duties, responsibilities, or working conditions associated with the job. It is intended to be a reasonable outline of those principal job elements essential in maintaining the Finance Director position. The job description is not a contract. The County reserves the right to modify job descriptions at any time.

________________________________ ________________
Employee Signature **Date**

	Burleigh County, North Dakota **Job Description**	**Last Date Revised:** 07/07/2025 **Job Description #** 18-01-0004

Employee: ___________________________

Job Title: Treasurer (Appointed)

Job Status: Exempt

Salary Grade: 14

Location: Bismarck

Department: Treasurer

Reports to: County Commission

DBM Rating: D61

Job Summary: Under supervision of the Board of County Commissioners, performs complex administrative duties directing the review of the accounting, and budgetary operations for the County in charge of revenues and expenditures. Provides primary management for banking operations and cash management operations and ensures all County banking assets are properly secured and invested. Responsible for all of the receipts or revenues and payment of expenditures for the County. Responsible for balancing the financial transactions of the County on a daily, monthly, and annual basis.

Responsibilities:

_60_% time — Plan, organize and direct work of employees assigned to the Treasurer office. Provide cash management services for tax payments, miscellaneous revenue collections and return deposit items.

_25_% time — Manage and perform fund investment activities and monitor cash flow requirements of the county including preparation of required reports and apportioning various funds to proper districts and custodial accounts.

_15_% time — Create and distribute periodic financial reports related to general ledger, accounting for general fund, special funds, tax collections, and investment of funds, assist with the real estate tax estimates.

Essential Job Duties:

1. Accept and process tax payments, miscellaneous revenue collection and returned deposit items.
2. Receive money from various county offices, taxpayers, wire transfers, and ACH credits, issue, and sign Treasurer's checks.
3. Receipt and balance all cash, ACH, wire transfers, and credit card payments on a daily basis.
4. Process NSF and dishonored checks per, NDCC Section 57-20-16 & 17.
5. Collect mobile home and possessory interest taxes; prepare listing of unpaid taxes for the Auditor to start collection procedures.
6. Complete daily deposits and fund transfers and reconcile monthly bank statements and electronically audit various banking accounts.
7. Supervise and manage escrow data, contact companies, update records, provide listing of statements.
8. Manage the merchant credit card system.
9. Process tax adjustments and adjust accounting entries in the general ledger system.
10. Responsible for keeping a just and true account of receipts and expenditures.
11. Check and balance tax list with receipts and computer.
12. On the tenth (10) day of November, provide an annual settlement report to the Auditor.
13. Provide a list of delinquent real estate taxes outstanding and a list of delinquent personal property taxes outstanding to the Auditor. This list should have sufficient detail to permit the Auditor to complete the Auditor's tax records.
14. Manage the accounts payable system for the County including processing all payments.
15. Make all required general ledger transfers and adjustments to ensure receipts and expenditures are accurately recorded.
16. Prepare local, state, and federal reports; calculate and apportion funds received.

17. Run real estate estimates.
18. By the tenth (10) day of each month, make a distribution to taxing subdivisions and send the state tax collected.
19. Compute individual share of taxes for required splits.
20. Prepare annual County Budget coordinating the process with the Finance Director.
21. Maintain an accounting system and records to safeguard County assets and allow for preparation of financial statements on a monthly and annual basis in accordance with Generally Accepted Accounting Principles (GAAP).
22. Under the direction of the Finance Director make investments, transfer funds from investments to checking or from checking to investments as needed.
23. Responsible for investing funds and maximizing income while preserving capital.
24. Ensure all banking assets are properly secured by insurance or pledges of securities as required by state law and complete all related mandated reporting requirements for state and local jurisdictions.
25. Monitor cash flow to ensure sufficient funds are available and maintain a record of pledged collateral.
26. Apportion monthly accumulated interest from investments to distribute to appropriate County funds.
27. Manage the County's debt program, to ensure all debt covenants are in full compliance on a monthly and annual basis. Issue certificate of indebtedness, NDCC Section 21-02-01 through 21-02-13.

Job Qualifications, Experience and Education

1. Bachelor's degree in finance, accounting, or business administration and five (5) years of experience in accounting including banking and investing funds and/or an equivalent combination of education and experience.
2. Preference will be given to applicants who are a Certified Public Accountant (CPA).
3. Knowledge of accounting, budgeting, forecasting, auditing and financial principles and practices.
4. Knowledge of governmental accounting standards and state statutes pertaining to County organizations.
5. Ability to prepare and analyze financial statements and reports.
6. Ability to manage financial data in relation to taxation, receipt or revenues, and payment of expenditures.
7. Ability to make well-considered decisions and take appropriate actions.
8. Ability to establish and maintain effective working relationships with coworkers, County Commissioners, other agencies, and the public along with the ability to plan and direct the work of others.

Working Conditions/ Physical and Mental Demands

1. Physical environment consists of a desk job in the standard environment, repetitive motion, sitting, standing, lifting, and completing a variety of recurring activities independently.
2. Requires operation of specialized equipment such as a computer, adding machine, business machines, copiers, etc.
3. Mental demands require the ability to interpret and choose the appropriate work procedure from available choices and judgment to select the appropriate guidelines.

Clarification Clause:

This job description is not intended and should not be construed to be a complete list of all duties, skills, responsibilities, or working conditions associated with the job. It is intended to be a reasonable outline of those principal job elements essential in maintaining the Treasurer position. The job description is not a contract. The County reserves the right to modify job descriptions at any time.

______________________________ ______________

Employee Signature **Date**

ITEM

9

BURLEIGH COUNTY
SHERIFF'S DEPARTMENT

KELLY LEBEN
SHERIFF

Request for County Commission Action

Date: **November 12, 2025**

To: **Mark Splonskowski**
Burleigh County Auditor

From: **Kelly Leben**
Burleigh County Sheriff

Re: **Variance to Burleigh County Policy- Chapter 2 SECTION 10: STARTING SALARY**

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

Action Requested:
Approve a variance to the starting salary for an experienced Deputy Sheriff position.

Background:
The Burleigh County Sheriff's Department is in the background process for a Deputy Sheriff position and the candidate under consideration has in excess of 10 years of experience in law enforcement and over nine years of military experience specializing in military law enforcement.

Recommendation:
It is recommended that the County Commission approve the variance to the starting salary for Deputy Sheriff.

Proposed Resolution:
THEREFORE BE IT RESOLVED: That the proper County officials are hereby authorized to authorize the variance to Burleigh County Policy Chapter 2 Section 10-Starting Salary.

COURTHOUSE
514 E. Thayer • PO Box 1416
Bismarck, ND 58502-1416
P 701-222-6651 • F 701-221-6899
www.facebook.com/BurleighCountySheriffsDepartment

BURLEIGH MORTON
DETENTION CENTER
4000 Apple Creek Road • PO Box 2499
Bismarck, ND 58502-2499
P 701-255-3113 • F 701-258-5319

ITEM

11

Ken Royse

113 Burgundy Circle, Bismarck ND 58503

Date: November 12, 2025

Provided by Email to Burleigh County

Re: Please Support Garrison Diversion

Recently the Burleigh County Commission started an action to withdraw our county from the Garrison Diversion Conservancy District. This is a county membership we have had since the late 1980's; a membership which has been proven as productive and effective for water project pursuit and management throughout not only Burleigh County but in all of North Dakota.

I had the privilege of serving on that Garrison Board, on behalf of Burleigh County, for 16 years. I served with a group of 28 county representatives, of which each and every one was a community leader from their own area. The group included city mayors, county commissioners, park board members, school board members, water district managers, business owners and farm and ranch operators. They all took time from the demands of their busy schedules to be involved with Garrison because they all believed in having and maintaining a strong local and regional voice in the many needed water projects of our State. These Garrison Board members, and the Garrison organization itself, understand the importance of a strong local voice for water development, throughout the entire state, not just in any given county.

I understand that the Commission is concerned about the benefit/cost analysis of belonging to the Garrison Board. I understand that you have a concern that the money contributed does not come back directly on a dollar for dollar basis to the county. But that analysis does not factor in the intangibles of the value of belonging to the Garrison Board.

Garrison Diversion allows Burleigh County to have a very direct and influential voice in water management and project development on not only a local but a Statewide basis. This is a voice that almost every other major county (Cass, Ward, Grand Forks, Williams, McKenzie, Stutsman, Barnes, Ramsey, and Benson) has seen value. It is also a voice that many smaller counties in our State have also seen value and also do participate.

Our State has a robust water funding program. It is a competitive system, where in any given year only a portion of all funding requests can be honored. The Burleigh County Commission has recognized that State and Federal funds have flowed significantly to the county for the South Central Regional Water System. This is a regional water system which, without past aggressive funding support from Garrison, would likely see individual water use bills very substantially higher that they are now. This is a regional water system which has over 7,000 users in Burleigh County. This is a system which in the very near future will be asking for, and competing with systems from all across the State, for nearly $60 M for a new water treatment plant. This is a system that needs every voice of support they can get, including aggressive support from Garrison (which they will get as Burleigh County is a Garrison member) to achieve that funding. Failure to maintain membership in Garrison jeopardizes future funding for South Central; without Garrison membership South Central will not have the aggressive and direct support for such funding that State leadership looks to in making funding awards.

The Commission also fails to see the other Garrison non-quantifiable benefits that flow to our communities, our County, and our State. Beyond the history of Garrison supporting funding programs for Burleigh County, and for all its member counties, Garrison plays a much bigger role in water development for our State.

Garrison was a key player in the passage of the Dakota Water Resource Act of 2000 which made provision for $632.5 M of federal funds to come into our State for water development projects. Additionally, Garrison Diversion was, and continues to be a key player, in the ongoing Water Resource Trust Fund which now is the most significant funding source for our State water budget at over $600 M for this current biennium. These are funding sources which just recently showed a need, in Bismarck alone, for flood control and water delivery and treatment projects of over $200 M. These are programs and funding sources that Garrison has historically and currently played a role in insuring as robust programs for all our State.

Beyond the funding involvement of Garrison, the District has historically and currently plays an ongoing and important role in the activities which promote and encourage recreation, boating and fishing on the River and adjacent Lakes. Those are quality of life activities which are difficult to fit into a benefit cost dollar analysis. The economic benefit of river and Lake based recreation is measured each year in the ten's of millions of dollars of economic advantage to our State, much of which comes into Burleigh County.

Additionally, Garrison is a major funding partner for the Missouri River Joint Water Board, of which Burleigh County is not only a founding member of that Board, but also has continued to have a leadership role in those activities. The Joint Water Board, with support and in collaboration with Garrison, plays an important role in protecting our water rights on the River. As you may be aware there are concentrated efforts from downstream states to limit the use of the Missouri River in North Dakota and to transfer such use to the other, out of State, areas of the Basin. Garrison just in recent years was a defendant in a lawsuit filed by the State of Missouri which sought to deny water use from the Missouri River in our State; that was a lawsuit funded and successfully defended by the District for the benefit of all of North Dakota, including Burleigh County.

Without support of Garrison Diversion, it is doubtful that our Missouri River Joint Water Board could pursue our efforts to educate, and advocate, and engage on behalf of all our stakeholders relative to the importance of the Missouri River in North Dakota. Without Garrison support, It is doubtful that some equally strong and prominent voice such as now exists by our Joint Board, on behalf of Burleigh County, and for our entire State, could be achieved on State and Federal policies and programs that directly affect us all.

Please reconsider this action to withdraw from Garrison. Please allow Burleigh County to maintain a seat on this important Board and have a local voice in important program for water development and management thought-out our entire State.

RESOLUTION FOR BURLEIGH COUNTY TO WITHDRAW FROM GARRISON DIVERSION CONSERVANCY DISTRICT.

Whereas the Garrison Division Conservancy District, hereinafter referred to as District, was to provide for future economic welfare and prosperity of the people of this state, and particularly of the people residing in the area embraced within the boundaries of the conservancy district created by the N.D.C.C. § 61-24-01;

Whereas the District was to provide for the irrigation of lands within the sections of such district periodically afflicted with drought, and to stabilize the production of crops thereon;

Whereas the District was to replenish and restore the depleted waters of lakes, the Red, Sheyenne, James, and other rivers, and streams in the district, and to stabilize the flow of those streams;

Whereas the District was to make available within the district, or outside the district to the extent authorized by a joint power agreement under chapter 54-40.3, waters diverted from the Missouri River for irrigation, domestic, municipal, and industrial needs, and for hydroelectric power, recreation, fish, wildlife, and other beneficial and public uses;

Whereas the District was to study and provide for the water needs of eastern North Dakota communities and water districts and western Minnesota communities through a Red River valley water supply project;

Whereas the District was to fund the Southwest Pipeline Project, the McLean Rural Water System and other projects which was to provide indirect benefits to Burleigh County;

Whereas on January 5th, 1988, Burleigh County joined the Garrison Diversion Conservancy District;

Whereas Burleigh County has levied $9.9 million through property taxes from the one-mill levy since 1988 and has received approximately $825,588 in grants from the District from 1993 through 2022;

Whereas in the next ten years, it is estimated that Burleigh County will contribute $9.6 million, based on the last five years of growth in property valuations;

Whereas the District has awarded grants that are outside the scope of the original intent of the District;

Whereas the District did not contribute to the South Central Regional Water District and did not invest any of the contributions from Burleigh County as the approximately $56 million provided was from federal funds;

Whereas the grant that was given to Burleigh County for the South Central Regional Water District was not contingent on Burleigh's membership to the District because the grant was from federal funds;

Whereas the South Central Regional Water District has directly benefited Burleigh County citizens applying for rural water connection grants, $36,664 in total, independent of Burleigh County's membership in the District; now, therefore, be it

Resolved, due to Burleigh County not receiving a benefit in whole or in part from its membership in the Garrison Diversion Conservancy District, Burleigh County wishes to withdrawal from the District;

Resolved, Burleigh County wishes to be excluded from the Garrison Diversion Conservancy District immediately due to there being no beneficial reason for Burleigh County to continue investing into the District;

Resolved, the Chairman of the Burleigh County Commission will file with the Board of Directors of the District a petition, for and on behalf of Burleigh County, requesting the Board of Directors exclude Burleigh County from the District;

Resolved, a certified copy of this resolution for Burleigh County shall accompany and be filed with the petition;

Resolved, the petition and resolution state specific reasons why Burleigh County will not be benefited by the establishment and development of the Garrison diversion unit.

Dated this 3rd day of November, 2025.
Burleigh County Commission

TO: Board of Directors
Garrison Diversion Conservancy District
401 Highway 281 N.
P.O. Box 140
Carrington, ND 58421

FROM: Burleigh County Commission
316 N. 5th St.
Bismarck, ND 58501

DATE: October 30, 2025

RE: Petition for Withdrawal from Garrison Diversion Conservancy District

PETITION

On behalf of Burleigh County, it is requested that the Board of Directors of the Garrison Diversion Conservancy District exclude Burleigh County from the District as per N.D.C.C. § 61-24-16(1). The County has not been benefited in whole or in part by its membership in the District, thus requests an immediate withdrawal and exclusion.

Burleigh County has not been sufficiently benefited by its membership in the District in whole or in part for the following reasons:

1. Burleigh County has not received a benefit in part from the approximately $9.9 million levied in property taxes. There has not been a benefit in part from the levied amount because Burleigh County has received approximately $825,588 in grants from the Garrison Diversion Conservancy District from 1993 through 2022, which Burleigh County does not see as a proper return on its investment.

2. Burleigh County would not receive a benefit in whole or in part for future investments because based on the last five years of growth in property valuations, a one-mill tax rate would produce approximately $9.6 million for the next ten years with likely not enough of a return on the investment to warrant a whole or in part benefit to Burleigh County, based on previous benefits.

3. The investment that Burleigh County has put into the District has not benefited the County due to the number of grants that have been awarded by the District that have been outside the scope of the original intent of the District when it was created.

4. Burleigh County was not benefited by the District with the South Central Regional Water District because the District did not contribute any funds to the project, and did not invest any of the money that was given to them by Burleigh County into the South Central Water Project.

5. The grant that was given to Burleigh County for the South Central Regional Water District, approximately $56 million, was not a benefit from the District as it was federal funds that were administered through the District. Further, the funds were not contingent on the membership of Burleigh County in the District.

6. The South Central Regional Water District has directly benefited Burleigh County citizens applying for rural water connection grants, a total being $36,664, which was independent of the County's membership in the District.

Burleigh County has not benefited in whole or in part by its membership with the Garrison Diversion Conservancy District. It is the request of the County that they be excluded from the District immediately due to there being no beneficial reason for Burleigh County to continue investing into the District.

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Burleigh County Commission

ITEM

12

Burleigh County Board Appointments

Name of Officer	Term Starting Year	Term Expires
Bismarck Planning Commission – 5 year term		
***Sheldon Sivak** (County Appointed)*	2024	12/31/2028
***Trent Wangen** (County Appointed)*	2020	12/31/2029
***Robert Field** (County Appointed)*	2023	12/31/2027
***Brian Bitner** (County Appointed)*		
Cole Johnson		
Daniel Lukens		
Gabe Schell (Bismarck Engineer)		
Michael Schmitz (Bismarck Mayor)		
Amber Larson		
Paul Zent		
Mike Schwartz		
County Planning Commission – 4 year term		
Bea Streifel	2024	12/31/2027
Dennis Agnew	2024	12/31/2027
Dale Patrick	2019	12/31/2025
Alvie Jarratt	2021	12/31/2025
Brian Zuroff	2020	12/31/2025
Mike Connelly (Bismarck Commissioner)		
John Risch (Bismarck Commissioner)		
Brian Bitner (County Commission Chair)		
Wayne Munson (County Commissioner)		
County Housing Authority – 5 year term		
Lane Hoffer	2025	12/31/2029

Cynthia Chavez	2020	12/31/2029
Lois Sundquist	2020	12/31/2025
Steven Sathre	2017	12/31/2026
Sister Kathleen Atkinson	2015	12/31/2027
Human Service Zone Board – 3 year term		
Tracy Famias	2020	11/30/2026
James Hulm	2020	11/30/2026
Keli Burglund	2024	11/30/2027
Dick Dever	2021	11/30/2027
Trevor Vannett	2021	11/30/2027
Gaylynn Becker	2020	11/30/2025
Chelsea Flory (BCHSZ Director)		
Steve Bakken (County Commissioner)		
Lincoln City Planning Commission – 5 year term		
Elizabeth Flemming	2017	12/31/2026
County Park Board – 3 year term		
Jeffery Herman	2021	12/31/2027
Errol Behm	2019	12/31/2027
School District Reorganization – 3 year term		
Kim Birkeland	2011	6/30/2024
Brenda Blazer	2011	6/30/2024
Joyce Falkenstein	1995	6/30/2024
Dawn Aberle	2016	6/30/2025
Linda MacDonald	2007	6/30/2025
Special Assessment Commission – 6 year term		
Lee Lunde	2007	3/31/2025
Jeff Eslinger	2015	3/31/2027

Mike Heim	2005	3/31/2029	
Water Management Board – 3 year term			
Kathleen Jones	2024	12/31/2026	Resigning
Chuck Mischel	2021	12/31/2027	
Roger Smith	2021	12/31/2027	
Dennis Reep	2014	12/31/2025	
James Landenberger	2017	12/31/2025	
Weed Control Board – 4 year term			
Burleigh County Commission			
Missouri Vally Complex Committee- 4 Year Term			
Kay Lacoe	2024	12/31/2027	
Wayne Martineson	2024	12/31/2026	
Dustin Gawyrlow	2024	12/31/2028	
Wayne Munson (County Commissioner Liason)			

Officials Appointed to Serve at the Pleasure of the Board

Name of Officer	*Title*	*Term Expires On…*
Joshua Seil	County Coroner	11/30/2027
Mary Senger	Emergency Manager/Disaster Preparedness Director	
Marcus J Hall	Engineer	
Kelly Leben	Jail Administrator	
Pamela Binder	Safety/Risk Management Director & Human Resource Director	
Chelsea Flory	Human Service Director	

Al Vietmeier	Tax Equalization Director/County Assessor
Mark Landis	Veterans Service Officer
Tyler Kralicek	County Agent
Mitch Flanagan	Building Official/Director