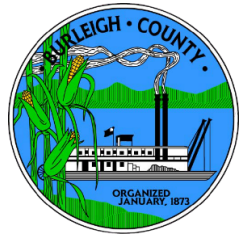




Lincoln, Fort Rice, Riverview, Florence Lake, Burnt Creek, Canfield, Lyman, & Phoenix
Unorganized Townships



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](https://www.freetv.org) or [Dakota Media Access Facebook Live](https://www.facebook.com/DakotaMediaAccess) | Replay later from [freetv.org](https://www.freetv.org)

January 5, 2026

5:00 PM

Invocation and Pledge of Allegiance presented by Chaplain.

COUNTY PARK BOARD

1. Meeting called to order.
2. Roll call of members.
3. Approval of Agenda.
4. Consideration of December 1, 2025, meeting minutes. (Pg. 4)
5. **PUBLIC COMMENT.** Restricted to Burleigh County residents and landowners.
6. Commissioner Schwab:
 - a. Discuss future Park Management.
7. Other Business.
8. Adjourn.

COUNTY COMMISSION

1. Meeting called to order, board reorganization (election of chair & vice-chair) and assignment of portfolios.
2. Roll call of members.
3. Approval of Agenda.
4. Consideration of the December 15th, 2025, meeting minutes and bills. (Pg. 6)
5. Consent Agenda: (Pg. 8)
 - a. Abatements.
 - b. Designation of Public Depositories.
 - c. Special event permits.
 - d. Resolution authorizing County Treasurer to make payment upon demand for all invoices and claims for utility services, gas, fuel, and oil (per Bill Payment Policy).
 - e. Resolution authorizing County Treasurer to make payment upon demand for all invoices for the appointed County Coroner.
 - f. 2026 I.T Contract.

6. County Highway Department: (Pg. 20)
 - a. Authorization to Advertise for bids.
 - b. Acceptance of platted right of way.
 - c. Developer Waiver request.
7. County Planning Director Flanagan: (Pg. 31)
 - a. Spring Coulee Subdivision.
 - b. Huez Final Subdivision.
 - c. Attorney Retainer Agreement.
8. Human Resources Director Binder: (Pg. 44)
 - a. Burleigh County Job Openings and Data Insights for 2025.
9. Auditor Splonskowski: (pg. 48)
 - a. City/County building leases.
 - b. Auxiliary Board Applications.
10. Other Business.
11. Adjourn.

The next regularly scheduled Commission meeting will be on January 20th, 2026.

Mark Splonskowski
Burleigh County Auditor

COUNTY PARK BOARD

**BURLEIGH COUNTY PARK BOARD
MEETING MINUTES
DECEMBER 1st, 2025**

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

Chairman Bitner called the Burleigh County Park Board meeting to order.

Rollcall of the members: Commissioners Steve Bakken, Errol Behm, Jeffery Herman, Wayne Munson, Steve Schwab, Jerry Woodcox, and Chairman Brian Bitner were present.

Motion by Comm. Munson, 2nd by Comm. Bakken to approve the agenda. Commissioners Bakken, Behm, Herman, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. ***Motion carried.***

Motion by Comm. Munson, 2nd by Comm. Bakken to approve the October 6th, 2025 meeting minutes. Commissioners Bakken, Behm, Herman, 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.

Commissioner Munson stated that the Bismarck Parks & Recreation District voted at their last meeting on November 20th, 2025 to not renew the management agreement with the County which will end on December 31st, 2025. Discussion was had regarding plans for the County parks going forward. Bismarck Parks & Recreation Operations Director David Mayer spoke on the subject and stated that he would work with Comm. Munson on what needs to be done for the transfer of information.

No other business was presented.

Meeting adjourned.

5:18 PM

Mark Splonskowski, Auditor

Brian Bitner, Chairman

COUNTY COMMISSION

**BURLEIGH COUNTY COMMISSION
MEETING MINUTES
DECEMBER 15th, 2025**

5:00 PM

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

Roll call of the members: Commissioners Steve Bakken, Wayne Munson, Steve Schwab, Jerry Woodcox, and Chairman Brian Bitner present.

Motion by Comm. Munson, 2nd by Comm. Bakken to approve the agenda with adding a discussion on the Bismarck Rural Fire Department to other business. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. ***Motion carried.***

Motion by Comm. Bakken, 2nd by Comm. Munson to approve the December 1st, 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. Bakken to approve the Sammy Wassim and Curtis & Cynthia Lippert abatements and the consent agenda in its entirety. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. ***Motion carried.***

Lignite Energy Council President/CEO Jonathan Fortner presented an overview of the coal industry in North Dakota.

Missouri Valley Complex Committee Chairperson Kay LaCoe gave a year-end review of the Missouri Valley Complex. This included foundational and development progress of the Complex as well as a summary of statistics for events held on the Complex grounds.

County Planning Director Mitch Flanagan requested approval for the Kuntz Final Subdivision Plat. Motion by Comm. Munson, 2nd by Comm. Woodcox to approve the Kuntz Final Subdivision Plat. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. ***Motion carried.***

Motion by Comm. Munson, 2nd by Comm. Bakken to send a letter drafted by the Auditor and signed by the Chair to the Bismarck Mayor and City Council to protest the special assessments for Midwest Drive along the Missouri Valley Complex. Discussion was had regarding an oral agreement on specials and the County

giving the land to be used for Midwest Drive. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.**

County Auditor Mark Splonskowski presented applications for appointments on Auxiliary Boards. Motion by Comm. Munson, 2nd by Comm. Bakken to appoint James Small, Alvie Jarratt, and Dale Patrick to the Burleigh County Planning & Zoning Board. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.** Motion by Comm. Woodcox, 2nd by Comm. Munson to reappoint Lois Sundquist to the Burleigh County Housing Authority Board. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.** Consensus was had to move the appointments of the School District Reorganization Board, Special Assessment Board, and the Water Resource Board till the first meeting in January.

Chairman Bitner presented information on a returned Attorney General's Opinion regarding a meeting violation filed with them for a special Commission meeting had on January 13th, 2023. The Opinion required the Commission place the end time for the special meeting on the meeting minutes. Chair Bitner stated that he had called in to that meeting and the call started at 1:30. His phone records show that he called in at 1:28 and lasted sixty-seven minutes resulting in an end time of 2:33. Motion by Comm. Bakken, 2nd by Comm. Woodcox to modify the minutes of the January 13th, 2023 meeting minutes to reflect the meeting end time of 2:33. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.** Motion by Comm. Munson, 2nd by Comm. Bakken to have staff go back to the beginning of 2023 and place a meeting end time on each meeting minutes and report back to the Commission for approval. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.**

In other Business:

- County Deputy Finance Director/Interim Treasurer Taylor Schmidt presented information from the Bismarck Rural Fire Department and un-used ARPA funds. Motion by Comm. Bakken, 2nd by Comm. Munson to move the excess ARPA funds from the Bismarck Rural Fire Department to the Provident Building remodel. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.**
- County Senior Assistant Engineer Casey Einrem presented an update on the mudslide on River Road. He stated that cleanup is currently taking place.
- Commissioner Woodcox presented an update on the 250th anniversary Provident Building mural.
- Commissioner Schwab wished the citizens of Burleigh County a Merry Christmas.

Meeting Adjourned.

6:21 PM

Mark Splonskowski,
County Auditor

Brian Bitner,
Chairman

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
25-534	Peter & Denna Swenson	2025	Lot 5, Blk 9, Boudler Ridge 1st Add & undiv int in following com areas: Aud Lot B of L13, L15, Aud Lot B of L17, B1; L8 B2; L7 B3; L11 B9 & L12-13 B10	90% Disabled Veteran	\$461,400	\$401,400
25-535	Paulette Jacobsen Revoc Lvg Trust	2024	Lot 2, Blk 4, Boulder Ridge 1st Add & undiv int in following com areas: Aud Lot B of L13, L15, Aud Lot B of L17, B1; L8 B2; L7 B3; L11 B 9 & L12-13 B10	Error in property description	\$471,700	\$427,700
25-536	Paulette Jacobsen Revoc Lvg Trust	2025	Lot 2, Blk 4, Boulder Ridge 1st Add & undiv int in following com areas: Aud Lot B of L13, L15, Aud Lot B of L17, B1; L8 B2; L7 B3; L11 B 9 & L12-13 B10	Error in property description	\$499,400	\$455,400
25-537	Kenneth & Cindy Connell	2025	Lot 4, Blk 16, Meadow Valley 4th	100% Disabled Veteran	\$303,300	\$103,300
25-538	Hayley Gloria Heupel	2025	Lot 20, Blk 3, Wachter's 5th	100% Disabled Veteran	\$291,100	\$91,100
25-539	Byron & Bernice Knutson	2025	W50' of Lots 4-6, Block 34, Northern Pacific 2nd	80% Disabled Veteran	\$231,700	\$71,700
25-540	Arlon & Linda Voge	2025	Tract 1107 of Lot 4, Blk 1, Southport Phase II	50% Disabled Veteran	\$653,400	\$553,400
25-548	Janet Pinks & Dennis Doll	2025	Lot 18, Blk 8, Park Hill 2nd	100% Homestead Credit	\$275,900	\$175,900
25-554	Gary & Natalie Nagel	2025	S50' of Lots 7-12, Blk 17, McKenzie's	50% Homestead Credit	\$239,800	\$139,800
25-555	Marleen Anderson	2025	Parking Space P-15, Garage G-39, Unit 106, Centennial Condo, Lots 5-6 less W3.48' of said lots, Blk 1, North Hills 6th	100% Homestead Credit	\$195,700	\$0
25-556	William Miller	2025	L6, Blk 1, Promontory Point IV 2nd rplt	50% Homestead Credit	\$563,700	\$513,700
25-557	Karen Baumgartner	2024	L20, Blk 1, Sunset	100% Homestead Credit	\$195,400	\$0

25-558	Karen Baumgartner	2025	L20, Blk 1, Sunset	100% Homestead Credit	\$215,800	\$15,800
25-559	Ella Mae Sayler	2024	L18, Blk 7, Sonnet Heights Subdiv	100% Homestead Credit	\$288,200	\$88,200
25-560	Ella Mae Sayler	2025	L18, Blk 7, Sonnet Heights Subdiv	100% Homestead Credit	\$298,600	\$98,600
25-562	Elizabeth Weiss	2025	Unit 4, Shadow Wood Condo, E100' of Lots 1- & all Lot 3, Blk 20, Northern Pacific Beg 600'S & 180'E of NW Cor; E 150' S 60' W 150' N 60' to beg less E33', Blk 21,	100% Homestead Credit	\$276,300	\$76,300
25-563	Donald Gross	2025	Lounsberry Outlots	50% Homestead Credit	\$213,600	\$113,600
25-564	Sinderella Meadows	2024	L9, Blk 3, Vista South	100% Homestead Credit	\$721,700	\$521,700
25-565	Peggy Ann Freije-Ray	2025	L1, Blk 22, Jennings 5th	100% Homestead Credit	\$305,500	\$105,500



Burleigh County Treasurer's Office

316 N 5th St Ste 104
Bismarck, ND 58501
(701) 712-8353

Taylor Schmidt
Interim Treasurer

DATE: December 31st, 2025

TO: Mark Splonskowski, Burleigh County Auditor

FROM: Taylor Schmidt, Burleigh County Interim Treasurer

RE: Approval of Designated Depositories

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

REQUEST

Approve the attached list of banks as designated depositories for Burleigh County funds.

BACKGROUND

North Dakota Century code requires the Burleigh County Commission at the first meeting in January of even numbered years to approve designated depositories for Burleigh County funds.

The list remains largely unchanged from 2024 other than a name change, and the addition of Cornerstone bank at their request.

ATTACHMENTS

1. List of Designated Depositories.



Burleigh County Treasurer's Office

316 N 5th St Ste 104
Bismarck, ND 58501
(701) 712-8353

Taylor Schmidt
Interim Treasurer

December 30, 2025

Burleigh County Commissioners
PO Box 5518
Bismarck ND 58506-5518

Burleigh County Commissioners

I, Burleigh County Interim Treasurer, Taylor Schmidt, wish to have on record the following list of banks for depositories.

Bravera Bank
BNC National Bank
Bank of North Dakota
Bank of the West (BNP Paribas)
Capital Credit Union
Choice Bank
Cornerstone Bank
Dakota Community Bank
First International Bank & Trust
First Western Bank & Trust
Gate City Federal Savings Bank
Kirkwood Bank and Trust
Multi-Bank Securities
Old National Bank (Formerly Bremer Bank)
Plains Commerce Bank
Starion Financial
US Bank
Wells Fargo Bank

Thank you ,

Taylor Schmidt
Burleigh County Interim Treasurer



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (8-2025)

Applying for (check one)	
<input checked="" type="checkbox"/> Local Permit	<input type="checkbox"/> Restricted Event Permit*
Games to be conducted	
<input checked="" type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle
<input checked="" type="checkbox"/> Raffle Board	<input checked="" type="checkbox"/> Calendar Raffle
<input checked="" type="checkbox"/> Sports Pool	<input checked="" type="checkbox"/> Poker*
<input checked="" type="checkbox"/> Twenty-One*	<input checked="" type="checkbox"/> Paddlewheels*

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

ORGANIZATION INFO

Name of Organization or Group United Tribes Technical College		Dates of Activity (Does not include dates for the sales of tickets) 1/15/2026	
Organization or Group Contact Person [REDACTED]	E-mail [REDACTED]	Telephone Number [REDACTED]	
Business Address 3315 University Drive	City Bismarck	State ND	ZIP Code 58501
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name United Tribes Technical College		County Burleigh	
Site Physical Address 3315 University Drive	City Bismarck	State ND	ZIP Code 58504
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Basketball game-running concession, 1/15/2026, from 5-7pm. We will also be holding a 50/50 raffle at the event.			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 raffle	Half of whatever is made during the raffle sales.	
Total (limit \$50,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Human and Social Services/Psychology club efforts	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from any city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: [REDACTED] (This amount is part of the total prize limit for \$50,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer [REDACTED]	Telephone Number [REDACTED]	E-mail Address [REDACTED]
Signature of Organization Group's Permit Organizer [REDACTED]	Title IND Instructor	Date 12/18/2025



LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 17926 (8-2025)

Permit Number
25-016

Permit Type (check one)							
<input checked="" type="checkbox"/> Local Permit		<input type="checkbox"/> Restricted Event Permit*					
Games Authorized		<input type="checkbox"/> Raffle by a Political or Legislative District Party					
<input type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle	<input type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle	<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*	<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

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

ORGANIZATION INFO

Name of Organization or Group Thunder Society - Cultural Club		Dates Authorized (Read Instruction 2) 1/15/2026	
Organization or Group Contact Person [REDACTED]	E-mail [REDACTED]	Telephone Number [REDACTED]	
Mailing Address 3315 University Drive	City Bismarck	State ND	ZIP Code 58504

SITE INFO

Site Name United Tribes Technical College		County Burleigh	
Site Address 3315 University Dr.	City Bismarck	State ND	ZIP Code 58504
If the city or county is placing restrictions on the permit, please explain			
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 1/15/2026 - One time event			

Permits must be issued prior to the 1st event date.

Local governing bodies please see the instructions on the backside of this form on how to complete the permit. Be certain to provide the organization or group with the "Information Required to be Preprinted on a Standard Raffle Ticket" found on the backside of this forms if a raffle is being conducted. If a "Restricted Event Permit" is being issued, either provide organization or group with SFN 52880 "Report on a Restricted Event Permit" or make them aware that the report must be filed with the city or county and the Office of Attorney General within 30 days after the event. Before approving a site location, ensure compliance with the gaming law below

Before approving a local permit or restricted event permit the local governing body should review North Dakota Century Code 53-06.1-03(3)(a) which states:

3. A licensed organization or organization that has a permit shall conduct games as follows:
- Only one licensed organization or organization that has a permit may conduct games at an authorized site on a day, except that a raffle may be conducted for a special occasion by another licensed organization or organization that has a permit when one of these conditions is met:
 - When the area for the raffle is physically separated from the area where games are conducted by the regular organization.
 - Upon request of the regular organization and with the approval of the alcoholic beverage establishment, the regular organization's license or permit is suspended for that specific time of day by the Attorney General.

Local governing bodies should also review North Dakota Administrative Code 99-01.3-01-05 (Permits) for the administrative rules governing permits. These rules may be viewed on the North Dakota Attorney General's website at <https://attorneygeneral.nd.gov/licensing-and-gaming/gaming/gaming-laws-rules-and-publications>

CITY OR COUNTY CONTACT PERSON

Printed Name of City or County Official Mark Splonskowski	Title of City or County Official Burleigh County Auditor	Telephone Number 701-712-2887	E-mail Address msplonskowski@nd.gov
Signature of City or County Official		Date	Issuing Governing Body <input type="checkbox"/> City <input type="checkbox"/> County

City or County must submit a copy of the permit above to the Office of Attorney General within 14 days of issuance.

All Items required for this Permit have been met.

These Items are on file and can be seen upon request.

CITY OF BISMARCK, NORTH DAKOTA
And
BURLEIGH COUNTY, NORTH DAKOTA
INFORMATION TECHNOLOGY SERVICES AGREEMENT

ARTICLE 1
RECITALS AND INTENT

1.1 This Agreement (“Agreement”) is made by and between the City of Bismarck (“City”) and Burleigh County (“County”), acting by and through their duly authorized representatives, and is effective on the date stated herein.

1.2 The County has requested information technology support (“IT”) for the County and desires to engage City to provide certain IT services in connection with the work assigned (“Services”).

ARTICLE 2
CONTRACTUAL RELATIONSHIP

2.1 The County agrees to employ the City, and the City agrees to perform, as an independent contractor, certain professional services on an as-needed basis pursuant to County issued task or work orders in accordance with the project described therein, except for the County’s highway department, social services department, and weed officer.

2.2 This Agreement shall serve as the general agreement for IT services under the terms and amounts listed on attached Exhibit A.

2.3 The Services to be provided under this Agreement are intended to include services within the scope of City’s IT department education, training and experience. At times, solutions may require the services beyond the scope of what the City provides. If there is an additional charge for this type of assistance, written notice will be provided to the County with the approval of the County Auditor before those services are engaged for vendors outside the City.

2.4 City shall comply with all applicable laws, rules and regulations governing all Services and any projects authorized by this Agreement.

ARTICLE 3
THE COUNTY’S RESPONSIBILITIES

3.1 The County shall provide to City all its criteria and requirements for any Project and all available information pertinent to the Project including previous reports. City may reasonably rely upon such information. County’s use of the hardware, software and network services under this agreement will follow all software agreements and user policies that City determines are necessary and communicated to County in order to comply with all agreements with third parties and for security measures for IT services. Any additional costs for software that requires a separate agreement with the County will be County’s responsibility. In order to prioritize and assign tasks as appropriate, all requests for IT services by County must be provided through FreshService, City’s system for IT requests. Large projects and upgrades should be provided to City in advance of each calendar year. If the upgrade or new software requires a large amount of staff time (i.e. 20 hours or more) or resources, County will be informed of that additional cost and time needed to complete those services.

The County is responsible for financing any hardware and software updates or upgrades that are required to maintain cybersecurity, network security, maintain warranty, and comply with IT policies and requirements. The City requires all hardware and software to be under warranty or under a software maintenance agreement. As a result, the City will not be able to troubleshoot any software or hardware that is out of warranty or does not comply with City policies and requirements.

All computer IT equipment must be approved by the City IT before purchase. This includes all software and hardware, including monitors, phones, tablets, laptops, or other hardware and software applications. If County purchases an unapproved device, the City may not be able to troubleshoot or maintain that software or hardware.

3.2 The County shall arrange for access to and make all provisions for City to enter upon public and private property as required for City to perform Services under this Agreement.

3.3 The County will examine City's studies, reports, sketches, drawings, specifications, proposals and other information submitted by City, consult with others as County deems appropriate, and render timely written approvals and decisions to the City. No new projects, major upgrades or hardware/software purchases will be supported by City unless those are approved by City Information Technology Department prior to purchase. If a purchase is done outside of this process, it or any hardware on which it runs will not be allowed to connect to the City's infrastructure nor hold the City responsible for supporting this with City staff, including network services. Purchases by County should be planned in advance and communicated to City to ensure proper resources are available. Exhibit A reflects the current server and use capacity. If more services or server space is needed for County, they will be required to pay for that additional need. If County's unauthorized purchase causes damage to the network or otherwise requires City to remedy any damage from a virus or unauthorized purchase, the County will pay the costs to return the system back to the same functionality prior to the unauthorized purchase. County is aware that the services under this Contract are for maintenance and support for existing IT needs. Any upgrades or new systems would need to be approved in advance by City with timeframes and personnel needs planned through the City's process and information technology governance council (ITGC), whose description and process is attached in Exhibit B. City usually makes those plans in advance of the beginning of each calendar year for the entire year.

3.4 The County shall give prompt written notice to City whenever County becomes aware of any development that affects the scope or timing of City's Services or of any defect or nonconformance in the Services of the City or work of the Contractor. In addition, the County shall notify the City of any employee separations/terminations immediately in order to avoid cybersecurity risk.

ARTICLE 4 PROFESSIONAL'S COMPENSATION

4.1 Invoices for Services performed under a task order may be submitted to County by City quarterly. Invoices will be due and payable within thirty (30) days after receipt.

4.2 No statement, term or provision in any invoice, bill or statement submitted to County by City will be construed to waive, amend or modify any term or provision of this Agreement.

ARTICLE 5 INDEMNIFICATION AND INSURANCE

5.1 The parties will indemnify, defend and hold harmless the other party, its directors, officers, agents and employees against claims, demands or causes of action; and all costs, losses, liabilities, expenses and judgments incurred in connection therewith, including attorneys' fees and court costs, brought by any other third party, based upon, in connection with, resulting from, arising out of, or occasioned by the acts, omissions or conduct of the party, its officers, agents, or employees in the execution or performance of this Agreement.

5.2 The parties shall each obtain and maintain, throughout the term of the Agreement, General Liability insurance with a limit of not less than \$1,000,000 general aggregate.

ARTICLE 6 DURATION, EXTENSION AND TERMINATION

6.1 This agreement shall be for a term of one (1) year and shall be eligible to renew for additional terms of one (1) year annually upon the written agreement of both parties. Time is of the essence in the performance of this Agreement.

6.2 This agreement may be terminated by either party for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within fifteen (15) business days of written notice and diligently complete the correction thereafter. Upon delivery of such notice, the City shall, unless

the notice states otherwise, immediately discontinue all Services, proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to the Services, and deliver to the County all instruments of service produced under this Agreement. Upon termination, the County will owe the City for all compensation earned under this Agreement to date of termination, without termination expenses.

ARTICLE 7 MISCELLANEOUS

7.1 This Agreement shall be effective upon its execution by the City and the County, and shall remain in full force until all obligations under this Agreement have been fulfilled, unless sooner terminated as provided herein.

7.2 This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of North Dakota. Venue shall be exclusively in the state courts of proper jurisdiction of Burleigh County, North Dakota.

7.3 This Agreement is non-assignable. Neither the City nor the County shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

7.4 This Agreement represents the entire agreement between the City and the County with respect to the subject matter hereof and supersedes and merges all prior negotiations, representations, discussions or agreements, either written or oral, with respect to the subject matter hereof.

7.5 This Agreement may be amended only by written instrument signed by duly authorized representatives of both the City and the County. The County's payment of invoices or statements shall not be deemed as the County's acceptance of any term or provision that amends or modifies this Agreement or the task order under which payment is made.

7.7 No consent or waiver, express or implied, by either party to this Agreement, to or of any breach of default by the other in the performance of any obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party. Failure on the part of any party to this Agreement to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

7.8 If a provision of this Agreement, or the application thereof to any person or circumstances, is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid or unenforceable.

7.9 All notices required or permitted hereunder shall be in writing and shall be deemed delivered three (3) days after deposit with the United States Postal Service, certified mail, return receipt requested, addressed to the respective other party at the addresses shown below:

If to City: Tandra Kraft, IT/GIS Director
 tkraft@bismarcknd.gov
 PO Box 5503
 Bismarck, ND 58502-5503

If to County: Mary Senger, County IT Director
 msenger@nd.gov
 PO Box 5518
 Bismarck, ND 58506-5518

7.10 The headings and captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

7.11 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the last date set forth below.

COUNTY OF BURLEIGH, NORTH DAKOTA

By: _____ Date: _____
County Chairperson

ATTEST:

APPROVED AS TO FORM:

County Auditor

State's Attorney

CITY OF BISMARCK, NORTH DAKOTA

By: _____ Date: _____
Michael Schmitz, President City Commission

ATTEST:

APPROVED AS TO FORM:

City Administrator

City Attorney

City of Bismarck
Billing for IT Service to Burleigh County - Exhibit A
For Calendar Year 2026

Note: ALL requests for services MUST be submitted through SysAid and/or ITGC

Annual Service Charges

	2025	2026
IT Services - Minimum Charge (Cost per Device)	\$ 143,950	\$ 151,867
Cybersecurity Initiative (ClearPass, Aruba Central, etc.)	10,673	11,260
Equipment Use Allocation	2,809	2,963
Total Annual Service Charges	157,432	166,090

One-Time Costs

Network Switches Replacement - One-Time Request		
---	--	--

Continuous Annual Costs

WAN Access Charge / Fiber Costs (Annual)	5,983	6,312
Network Infrastructure Costs (Annual)	1,437	1,516
Total Continuous Annual Costs	7,419	7,827

Total Costs to County (excluding on-call and variable license costs)

\$ 164,851	\$ 173,918
------------	------------

Services Outside of Regular Work Schedule (8am - 5pm) / On-Call

Minimum 2-hour charge for on-call (after hours)	\$ 208	\$ 219
Hourly overtime charge (after minimum 2-hour charge)	\$ 104	\$ 110

Note: The City of Bismarck is no longer providing Microsoft Office licensing for Burleigh County based on Burleigh County decision.

ITEM

6



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: January 5, 2026

TO: Mark Splonskowski
County Auditor

FROM: Highway Department

RE: Authorization to advertise for bids.

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

ACTION REQUESTED:

Authorize the proper County officials to advertise for bids for: Painted Pavement Markings, Crushing of Gravel, Township Gravel Hauling, Dust Control, and Chip Seal projects.

BACKGROUND:

Every year the Burleigh County Highway Department bids out the following items: Painted Pavement Markings, Crushing of Gravel, Township Gravel Hauling, Dust Control, and Chip Seal projects. Historically, the Highway Department does a separate resolution for each item; however, this year we are presenting one resolution to cover all items.

RECOMMENDATION:

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

PROPOSED RESOLUTION:

THEREFORE, BE IT RESOLVED: That the County Auditor and the County Engineer are hereby authorized to advertise for bids for: Painted Pavement Markings, Crushing of Gravel, Township Gravel Hauling, Dust Control, and Chip Seal projects.



BURLEIGH COUNTY HIGHWAY DEPARTMENT

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

Request for County Board Action

DATE: January 5, 2026
TO: Mark Splonskowski
County Auditor
FROM: Highway Department
RE: Accepting Platted Right of Way

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

ACTION REQUESTED:

Accept platted right of way shown on the attached Plat.

BACKGROUND:

Burleigh County is required to accept (on their own behalf or on the behalf of one of our Townships) Right of Way shown on Plats that are approved by the City of Bismarck, City of Lincoln or Burleigh County.

Ridge Third Addition Subdivision has been approved by the City of Lincoln and we are requesting that the County Board accept the Right of Way that is shown on the attached plat.

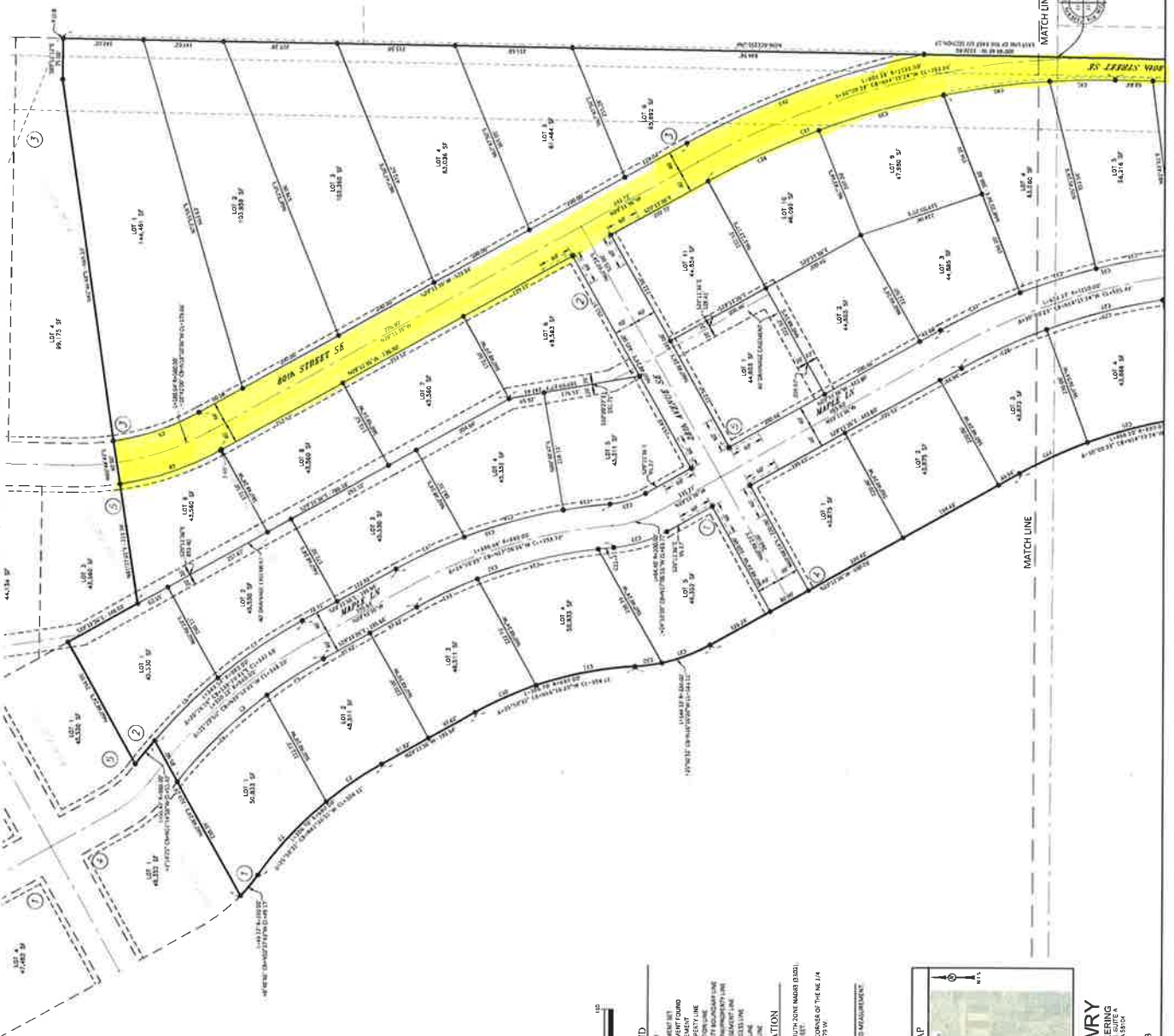
RECOMMENDATION:

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

PROPOSED RESOLUTION:

THEREFORE, BE IT RESOLVED: That the Burleigh County Board of Commissioners do hereby accept the Right of Way shown on the Ridge Third Addition Subdivision Plat.

RIDGE THIRD ADDITION



Control	12.5mm	40mm	60mm	CHODS STRENGTH
G1	148.500	13.73718	148.500	148.500
G2	122.812	10.71101	122.812	122.812
G3	141.125	12.76385	141.125	141.125
G4	124.615	10.71288	124.615	124.615
G5	122.336	10.71288	122.336	122.336
G6	148.500	13.73718	148.500	148.500
G7	148.500	13.73718	148.500	148.500
G8	148.500	13.73718	148.500	148.500
G9	148.500	13.73718	148.500	148.500
G10	148.500	13.73718	148.500	148.500
G11	148.500	13.73718	148.500	148.500
G12	148.500	13.73718	148.500	148.500
G13	148.500	13.73718	148.500	148.500
G14	148.500	13.73718	148.500	148.500
G15	148.500	13.73718	148.500	148.500
G16	148.500	13.73718	148.500	148.500
G17	148.500	13.73718	148.500	148.500
G18	148.500	13.73718	148.500	148.500
G19	148.500	13.73718	148.500	148.500
G20	148.500	13.73718	148.500	148.500
G21	148.500	13.73718	148.500	148.500
G22	148.500	13.73718	148.500	148.500
G23	148.500	13.73718	148.500	148.500
G24	148.500	13.73718	148.500	148.500
G25	148.500	13.73718	148.500	148.500
G26	148.500	13.73718	148.500	148.500
G27	148.500	13.73718	148.500	148.500
G28	148.500	13.73718	148.500	148.500
G29	148.500	13.73718	148.500	148.500
G30	148.500	13.73718	148.500	148.500
G31	148.500	13.73718	148.500	148.500
G32	148.500	13.73718	148.500	148.500
G33	148.500	13.73718	148.500	148.500
G34	148.500	13.73718	148.500	148.500
G35	148.500	13.73718	148.500	148.500
G36	148.500	13.73718	148.500	148.500
G37	148.500	13.73718	148.500	148.500
G38	148.500	13.73718	148.500	148.500
G39	148.500	13.73718	148.500	148.500
G40	148.500	13.73718	148.500	148.500
G41	148.500	13.73718	148.500	148.500
G42	148.500	13.73718	148.500	148.500
G43	148.500	13.73718	148.500	148.500
G44	148.500	13.73718	148.500	148.500
G45	148.500	13.73718	148.500	148.500
G46	148.500	13.73718	148.500	148.500
G47	148.500	13.73718	148.500	148.500
G48	148.500	13.73718	148.500	148.500
G49	148.500	13.73718	148.500	148.500
G50	148.500	13.73718	148.500	148.500
G51	148.500	13.73718	148.500	148.500
G52	148.500	13.73718	148.500	148.500
G53	148.500	13.73718	148.500	148.500
G54	148.500	13.73718	148.500	148.500
G55	148.500	13.73718	148.500	148.500
G56	148.500	13.73718	148.500	148.500
G57	148.500	13.73718	148.500	148.500
G58	148.500	13.73718	148.500	148.500
G59	148.500	13.73718	148.500	148.500
G60	148.500	13.73718	148.500	148.500

SURVEY INFORMATION
DATE OF SURVEY: JUNE 2002
BASIS OF BEARING: NO STATE PLANE SOUTH ZONE MAGNAD [3102]
UNIT OF MEASURE: INTERNATIONAL FEET
VERTICAL BENCHMARK (NAVD 83): NE CORNER OF THE NE 1/4
SECTION 37, TOWNSHIP 133 N, RANGE 79 W
ELEV: 5062.37

NOTES
ALL DISTANCES SHOWN ARE GEODESIC MEASUREMENTS

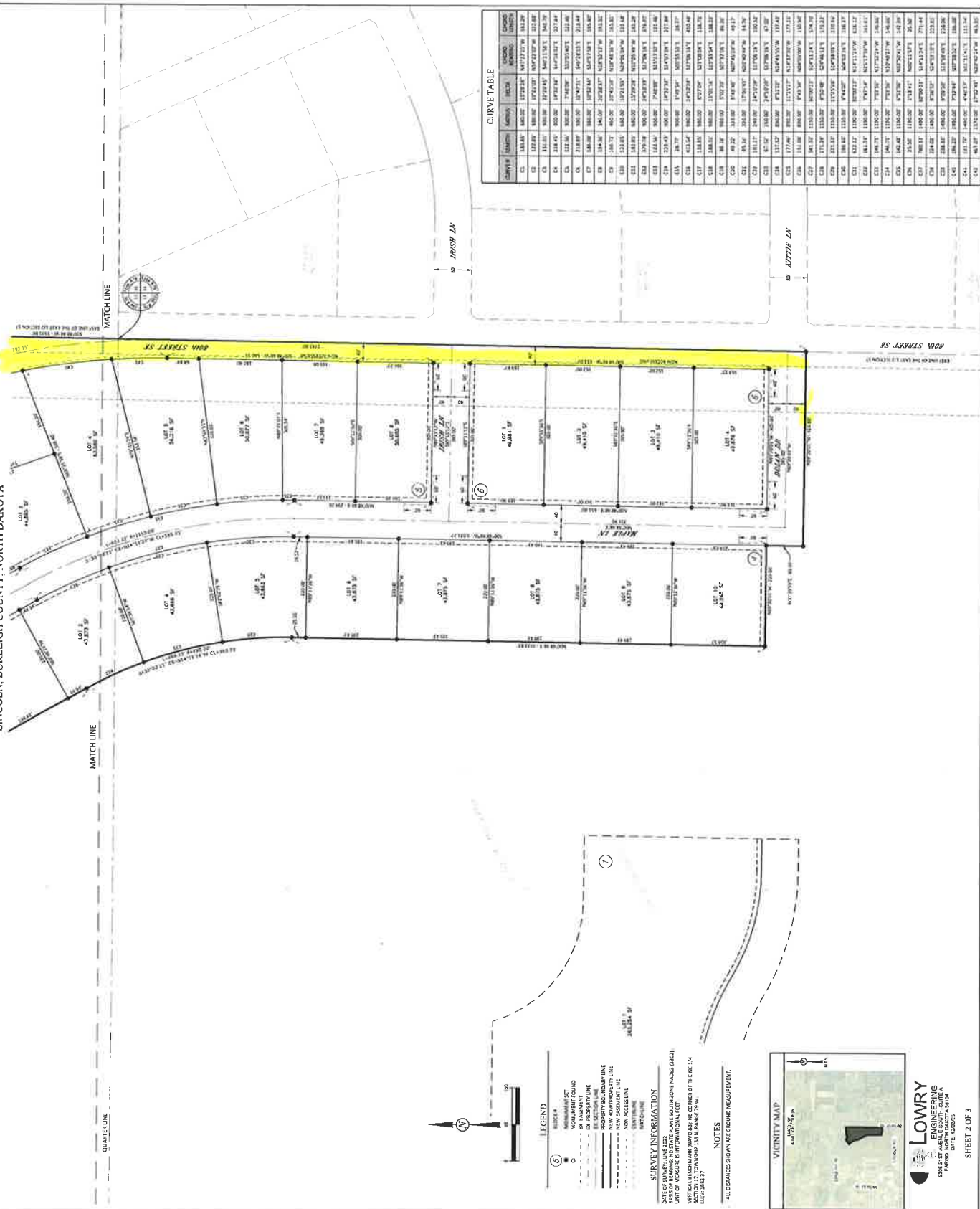


LOWRY
ENGINEERING
ST AVENUE SOUTH SUITE A
DOW NORTH DAKOTA 58104
DATE 1/20/25

SHEET 1 OF 3

RIDGE THIRD ADDITION

PART OF THE EAST HALF OF SECTION 17, TOWNSHIP 138 NORTH, RANGE 79 WEST OF THE 5TH PRINCIPAL MERIDIAN
LINCOLN, BURLEIGH COUNTY, NORTH DAKOTA





BURLEIGH COUNTY HIGHWAY DEPARTMENT

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

Request for County Board Action

DATE: January 5, 2026

TO: Mark Splonskowski
County Auditor

FROM: Highway Department

RE: Developer Waiver Request

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

ACTION REQUESTED:

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

BACKGROUND:

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

Patrick and Gail Lengenfelder, in the N ½ of Section 28, Apple Creek Township (see attached map), is proposing a one (1) lot subdivision (Kummer Ranch Subdivision), and is requesting a waiver of the Pavement Policy. Under the Pavement Policy, the platting of this property would require them to pave 0.80 miles of Township/Subdivision roadway.

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

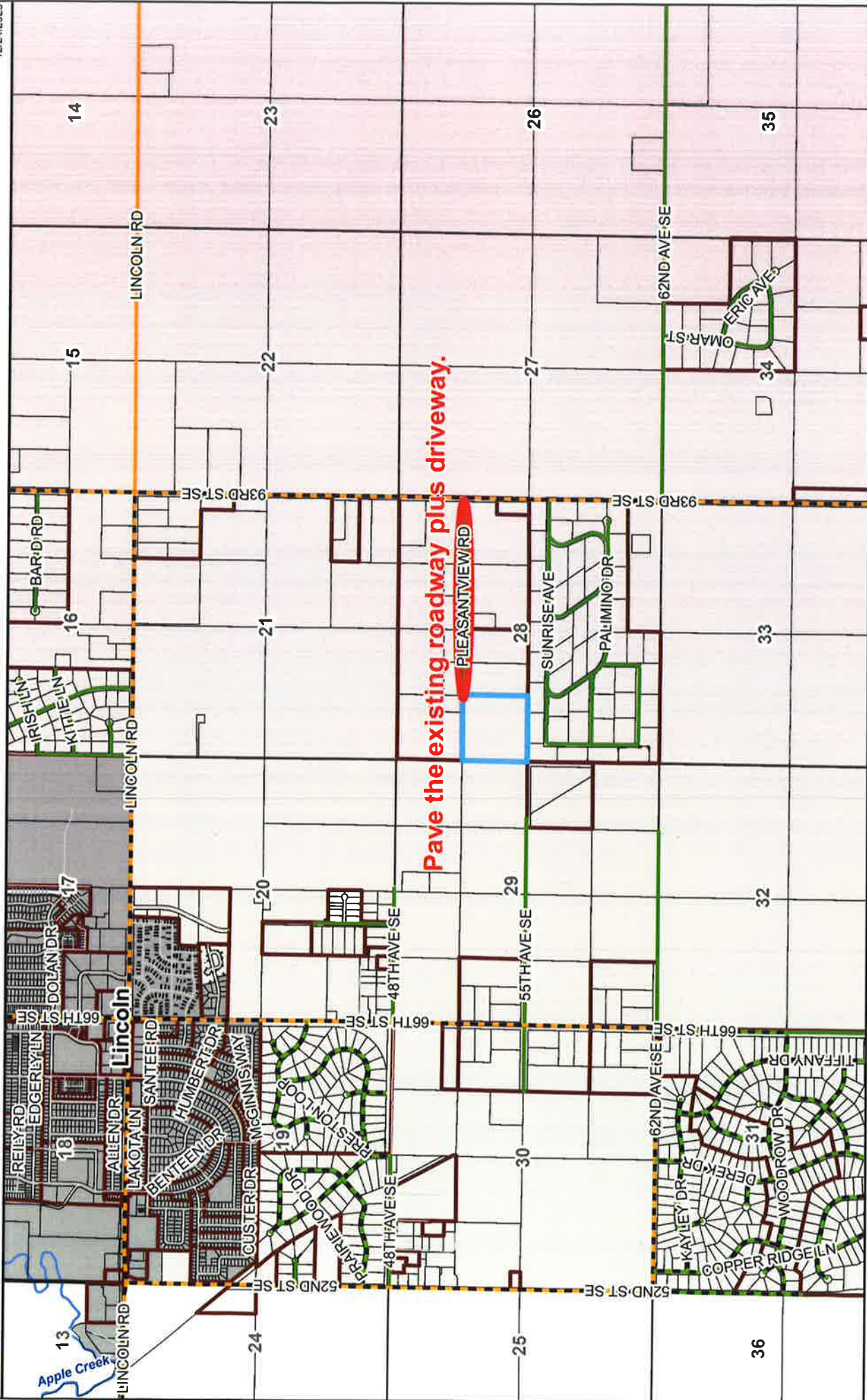
RECOMMENDATION:

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

PROPOSED RESOLUTION:

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

THEREFORE, BE IT FURTHER RESOLVED: That the County Board of Commissioners do hereby grant Patrick and Gail Lengenfelder request to waive the paving requirements "...paving of all internal roadways and adjacent section line roads, and the construction and paving of at least one roadway that connects into the existing paved highway system." listed in the Pavement Policy, in conjunction with the approval of the Kummer Ranch Subdivision.

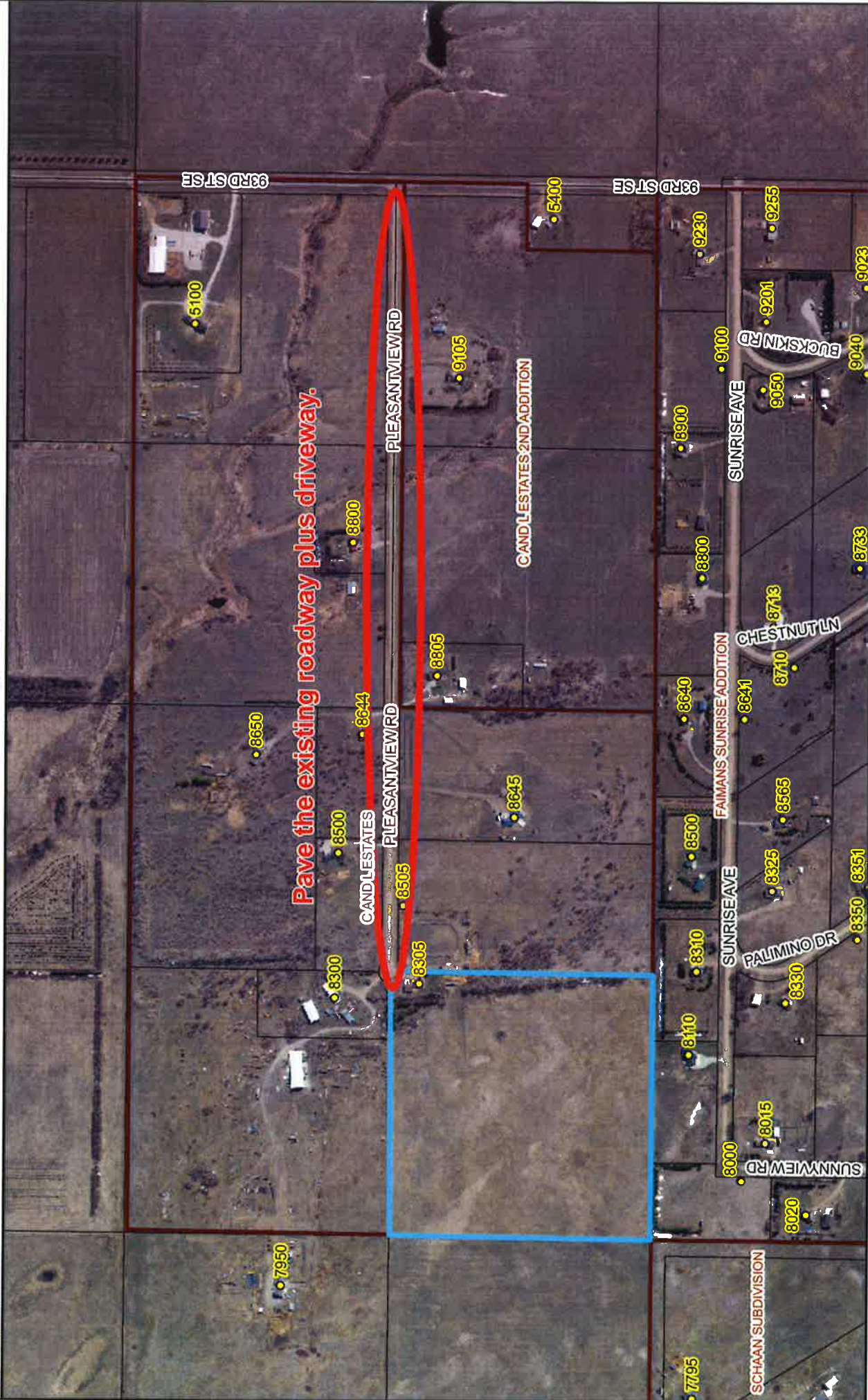


PARCEL ID: 39-138-79-20-00-050 OWNER: LENGENFELDER, PATRICK & GAIL ACRES: 39.84
 SITE ADDRESS: 8305 PLEASANTVIEW RD MAIL ADDRESS: 8305 PLEASANTVIEW RD, BISMARCK, ND 58504-4015
 LEGAL: C AND L ESTATES Block 00 L5 #353568

BURLEIGH COUNTY, NORTH DAKOTA LOCATION MAP

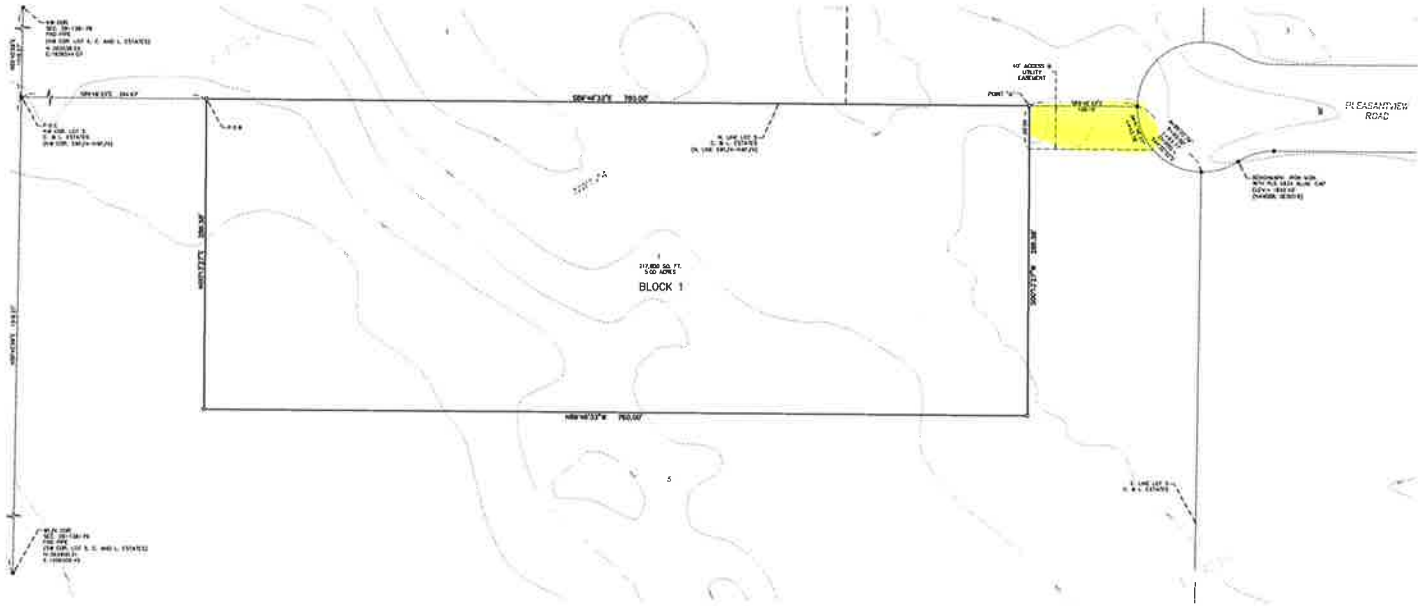


N
12/24/2025



PACCEL ID: 39-138-79-20-00-050 OWNER: LENGENFELDER, PATRICK & GAIL ACRES: 39.84
 SITE ADDRESS: 8305 PLEASANTVIEW RD MAIL ADDRESS: 8305 PLEASANTVIEW RD, BISMARCK, ND 58504-4015
 LEGAL: C AND L ESTATES Block 00 L5 #353568

**PLAT OF
KUMMER RANCH SUBDIVISION**
A PLAT OF PART OF LOT 5, C. AND L. ESTATES,
IN THE NW1/4 OF SECTION 28, TOWNSHIP 138 NORTH,
RANGE 79 WEST, BURLEIGH COUNTY, NORTH DAKOTA



CORRECTION

We, the undersigned, being the sole owners of the land parties herein, do hereby voluntarily consent to the execution of said plat.

Patrick Longmiller Gail Longmiller

State of North Dakota
County of Burleigh

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared Patrick and Gail Longmiller, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

Gail Longmiller, Burleigh County, North Dakota

Notary Public, Burleigh County, North Dakota

State of _____
County of _____

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared _____, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

Notary Public, _____ County, _____

PROFESSIONAL LAND SURVEYOR
STEVEN W. MOORE
322 10TH AVE. S.
NEST TARGO, ND 58078

moore
Engineering, Inc.
Serving Property-Land Surveying
Since 1978

PROPERTY OWNER
PATRICK & GAIL LONGMILLER
3201 PLEASANTVIEW ROAD
BEND, ND 58004-4015
PRELIMINARY PLAT DATE: 11-23-2025

LEGEND
■ HIGH MONUMENT FOUND
○ SET BORN IN ACCORDANCE WITH
YELLOW PLASTIC CAP 15-4531



HORIZONTAL DATUM
BURLEIGH COUNTY GEODETIC COORDINATES
NORTH DAKOTA STATE PLANE COORDINATE SYSTEM
NAD83(2011)
1/2" = 1,000' (63,360")
VERTICAL DATUM
NAVD 83, GDS08
BENCH MARK NEARBY
THE NORTH LINE OF LOT 5,
C. AND L. ESTATES, NEAR THE
ASSIGNED BENCHMARK OF 1284.437

0 40
Scale in Feet

Brian Boser, Chairman

Attest: Mark Longmiller
County Auditor/Treasurer

APPROVAL OF THE COUNTY ENGINEER

I, Jessica J. Hall, P.E., County Engineer at the County of Burleigh, North Dakota, hereby approve the plat of Kummer Ranch Subdivision, as shown on this plat, dated this _____ day of _____, 20____.

Marissa J. Hall, P.E., County Engineer

APPROVAL OF COUNTY PLANNING AND ZONING COMMISSION

The County Planning and Zoning Commission of the County of Burleigh, North Dakota, hereby approve the Kummer Ranch Subdivision, as shown on this plat.

This plat was done in accordance with the laws of the State of North Dakota, the comprehensive plan and ordinances of the County of Burleigh and regulation adopted by said Planning and Zoning Commission.

The foregoing action on the County Planning and Zoning Commission of Burleigh County, North Dakota, was taken by resolution approved on this _____ day of _____, 20____.

Denise Agnew, Chairman

Attest: Mark Longmiller, Secretary

SURVEYOR'S CERTIFICATE

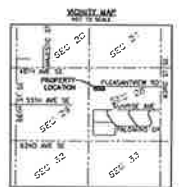
Steven W. Moore, being duly sworn, deposes and says that he is the Professional Land Surveyor who prepared and made the original plat of "Kummer Ranch Subdivision", a plat of part of Lot 5, C. & L. Estates, in the Northwest Quarter of Section 28, Township 138 North, Range 79 West of the 10th Principal Meridian, Burleigh County, North Dakota, that said plat is a true and correct representation of said survey and all distances are correctly shown on said plat, that monuments have been placed in the ground as indicated by the positions of which surveys, all dimensions and bearings are correct.

Steven W. Moore
Professional Land Surveyor
Reg. No. 15-4531

State of North Dakota
County of Burleigh

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared Steven W. Moore, Professional Land Surveyor, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public, Cass County, North Dakota



SHEET 1 OF 1
PLAT NO. 30772

ITEM

7



Burleigh County Building, Planning & Zoning
PO Box 5518
Bismarck ND 58506

burleighcobuilding@nd.gov
701-221-3727

To: Burleigh County Commission.
Re: Recommendations from the December 10, 2025, County Planning Commission Meeting
Date: 12-24-2025
From: Mitch Flanagan, Burleigh County Planning Director.

ITEM 1

Spring Coulee Subdivision Replat

Legal Description: Lots 1 and 2, Block 1, Spring Coulee Subdivision

Property Address: 15602 41st Street NW Bismarck ND. 58503. Riverview Township

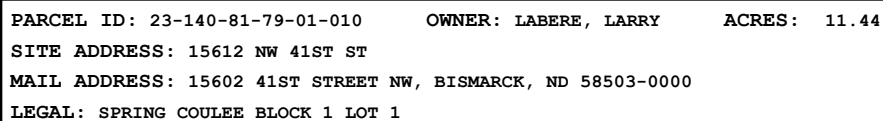
Larry Labere applied for a building permit to construct a 2,688 sq./ft. accessory building to be used for storage, workspace etc. The parcel described as Lot 2, Block 1 Spring Coulee Subdivision is where he intends to build his accessory building and does not contain a principle residential structure, he was advised to combine the 2 lots into a one (1) lot subdivision in order to build.

At the 12-10-2025 public hearing, it was recommended to approve the final plat by a vote of 8-0.

ACTION REQUESTED

Based on supporting documents and findings of the Planning Commission, it is recommended to approve Spring Coulee Subdivision Replat.

Attachments: Ex. 1 Site Location 15612
Ex. 2 Spring Coulee Subdivision Replat.



SPRING COULEE SUBDIVISION REPLAT

LOTS 1 & 2 BLOCK 1 SPRING COULEE SUBDIVISION
PART OF THE NE 1/4 AND PART OF AUDITOR'S LOT F OF THE SE
1/4 OF SECTION 2, TOWNSHIP 140 NORTH, RANGE 81 WEST
BURLEIGH COUNTY, NORTH DAKOTA

DESCRIPTION

LOTS 1 & 2 BLOCK 1 SPRING COULEE SUBDIVISION, PART OF THE NE 1/4 AND PART OF AUDITOR'S LOT F OF THE SE 1/4 OF SECTION 2, TOWNSHIP 140 NORTH, RANGE 81 WEST, BURLEIGH COUNTY, NORTH DAKOTA, BEING AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID AUDITOR'S LOT F, THENCE SOUTH 89 DEGREES 20 MINUTES 20 SECONDS EAST, ALONG THE NORTH LINE OF SAID SE 1/4, A DISTANCE OF 81.20 FEET TO THE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE BOUNDARY OF AUDITOR'S LOT 1, A DISTANCE OF 309.49 FEET TO THE BOUNDARY OF AUDITOR'S LOT 2, THENCE SOUTH 89 DEGREES 20 MINUTES 20 SECONDS EAST, ALONG THE BOUNDARY OF AUDITOR'S LOT 2, A DISTANCE OF 17.00 FEET TO THE EAST LINE OF SAID SECTION 2, THENCE SOUTH 89 DEGREES 20 MINUTES 20 SECONDS WEST, A DISTANCE OF 17.00 FEET TO THE EAST LINE OF SAID SECTION 2, THENCE SOUTH 89 DEGREES 20 MINUTES 20 SECONDS WEST, A DISTANCE OF 81.20 FEET TO THE POINT OF BEGINNING, BEING THE NORTH LINE OF SAID SE 1/4, A DISTANCE OF 81.20 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT CONTAINS 16.47 ACRES, MORE OR LESS.

DISCLAIMER

I, JERRY LARSEN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE SUBDIVISION AS A WHOLE, AND EACH OF THE LOTS THEREIN, WERE SURVEYED AND PLATTED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, AND THAT ALL NECESSARY RECORDS HAVE BEEN FILED IN THE PUBLIC RECORDS OF SAID COUNTY.

SWENSON HAGEN & CO. P.C.
200 SOUTH 10TH
BISMARCK, NORTH DAKOTA
58501

JERRY LARSEN
PROFESSIONAL LAND SURVEYOR
N.D. REGISTRATION NO. 2383

APPROVAL OF COUNTY PLANNING AND ZONING COMMISSION

THE COUNTY PLANNING AND ZONING COMMISSION HEREBY APPROVES SPRING COULEE SUBDIVISION REPLAT, BEING AS SHOWN ON THE PLAT, THIS PLAT BEING IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, THE COMPREHENSIVE PLAN AND ORDINANCES OF THE COUNTY OF BURLEIGH AND RESOLUTIONS PASSED BY SAID PLANNING AND ZONING COMMISSION.

THE FOLLOWING ACTION OF THE COUNTY PLANNING AND ZONING COMMISSION OF BURLEIGH COUNTY, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED ON THE ____ DAY OF _____, 2025:

STATE AGENT: CHAIRMAN

STATE AGENT: SECRETARY

APPROVAL OF BOARD OF COUNTY COMMISSIONERS

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BURLEIGH, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THE PLAT, HAS ACCEPTED THE SUBDIVISION OF SAID ESTATE TRACT, AND HEREBY APPROVES THE SUBDIVISION AS SHOWN ON THE PLAT AS AN AMENDMENT TO THE MASTER PLAN OF BURLEIGH COUNTY, NORTH DAKOTA, AND DOES HEREBY ORDER THAT THE PLAT BE RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY.

THIS PLAT WAS DONE IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, THE COMPREHENSIVE PLAN AND ORDINANCES OF THE COUNTY OF BURLEIGH.
THE FOLLOWING ACTION OF THE BOARD OF COUNTY COMMISSIONERS OF BURLEIGH COUNTY, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED ON THE ____ DAY OF _____, 2025:

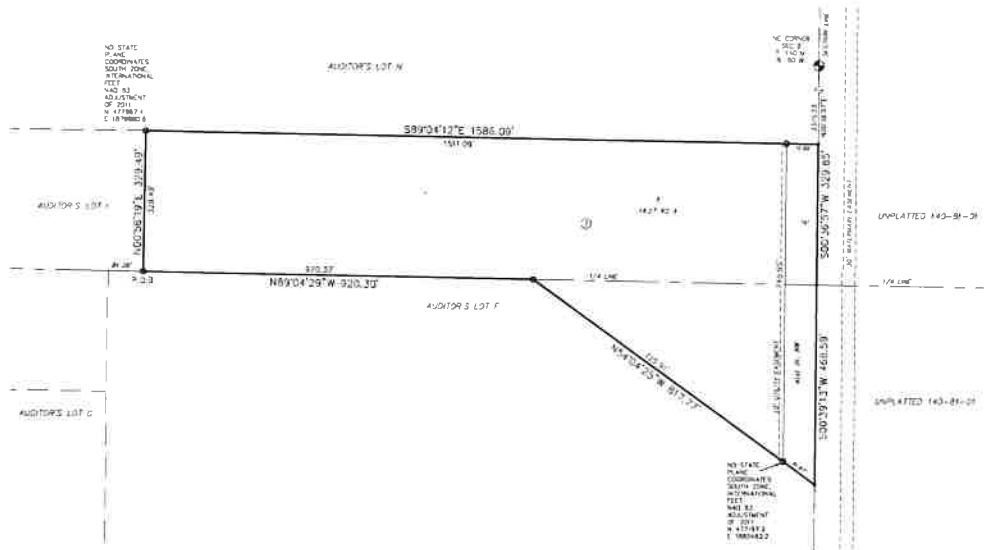
BOB BENTLEY, CHAIRMAN

BOB BENTLEY
BURLEIGH COUNTY AUDITOR

APPROVAL OF COUNTY ENGINEER

I, MARCO S. HALL, COUNTY ENGINEER OF THE COUNTY OF BURLEIGH, NORTH DAKOTA, HEREBY APPROVE THIS PLAT OF SPRING COULEE SUBDIVISION REPLAT, BURLEIGH COUNTY, NORTH DAKOTA, AS SHOWN ON THIS PLAT DATED THIS ____ DAY OF _____, 2025.

MARCO S. HALL, P.E.
COUNTY ENGINEER



OWNER'S CERTIFICATE & DECLARATION

I, JERRY LARSEN, BEING THE OWNER AND PROPRIETOR OF THE PROPERTY SHOWN HEREON, HAVE CAUSED THAT PORTION DESCRIBED HEREON TO BE SURVEYED AND PLATTED AS SPRING COULEE SUBDIVISION REPLAT, BURLEIGH COUNTY, NORTH DAKOTA, AND DO SO IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, THE COMPREHENSIVE PLAN AND ORDINANCES OF THE COUNTY OF BURLEIGH, AND DO SO IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, THE COMPREHENSIVE PLAN AND ORDINANCES OF THE COUNTY OF BURLEIGH, AND DO SO IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, THE COMPREHENSIVE PLAN AND ORDINANCES OF THE COUNTY OF BURLEIGH.

STATE OF _____
COUNTY OF _____

ON THE ____ DAY OF _____, 2025, BEFORE ME PERSONALLY APPEARED JERRY LARSEN, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO SIGNED THE FOREGOING CERTIFICATE, AND HE KNOWLEDGED THAT HE SIGNED THE SAME.

JERRY LARSEN
1582 NW 41ST ST
BISMARCK, ND 58503

NATURAL PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
BY COMMISSION EXPRES



0 100' 200'

SCALE: 1"=100'

NOVEMBER 18, 2025

NOVEMBER 18, 2025

NOTES

BASE OF BEARING
NORTH DAKOTA STATE PLANE, SOUTH ZONE
NORTH DAKOTA STATE PLANE COORDINATE
SYSTEM
NAD 83 SOUTH ZONE
ADJUSTMENT OF 1986
UNITS ARE INTERNATIONAL FEET
BEARINGS AND DISTANCES MAY VARY FROM
PREVIOUS PLATS DUE TO DIFFERENT METHODS
OF MEASUREMENTS





Burleigh County Building, Planning & Zoning
PO Box 5518
Bismarck ND 58506

burleighcobuilding@nd.gov
701-221-3727

To: Burleigh County Commission.

Re: Recommendations from the December 10, 2025, meeting of County Planning Commission

Date: 12-24-2025

From: Mitch Flanagan, Burleigh County Planning Director. *MF*

ITEM 1

Huez Subdivision Final Plat

Legal Description: Lot 2, Block 3 in Country View Estates and Auditor's Lots "N" & "O" all in Section 3, Township 138N Range 79W

Property Address: 11009 Lakeview Drive, Bismarck ND. 58504. Apple Creek Township

In August of this year, ILS Surveying approached Burleigh County to combine 3 lots to create a new one (1) lot subdivision. At the 12-10-2025 public hearing, it was recommended to approve the final plat by a vote of 8-0.

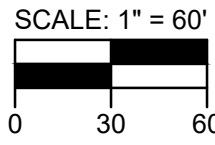
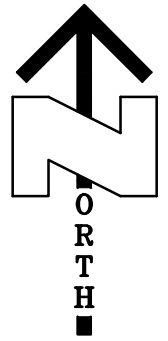
ACTION REQUESTED

Based on supporting documents and findings of the Planning Commission, it is recommended to approve the Huez Subdivision Final Plat.

Attachments: Ex. 1 Site Location 11009.
Ex. 2 Huez Subdivision Final Plat.



HUEZ SUBDIVISION
LOT 2, BLOCK 3 IN COUNTRY VIEW ESTATES AND AUDITORS LOTS "N" & "O"
ALL IN SECTION 3, T138N, R79W
BURLEIGH COUNTY, NORTH DAKOTA



DATE: SEPTEMBER 15TH, 2025

VERTICAL DATUM - NAVD 1988.

BASED ON NORTH DAKOTA SOUTH
ZONE-NAD83 (2011), INTERNATIONAL FEET.
MEASUREMENTS HAVE BEEN ESTABLISHED
BY RTK FROM THE "BSMK" CORS STATION
AND ARE REPORTED IN GRID.

AUDITOR'S LOT Q

AUDITOR'S LOT R

AUDITOR'S LOT S

FND CAPPED REBAR '5476'
ND STATE PLANE COORDINATE=
N=413213.28
E=1936597.62

R=368.60'
L=402.54'
CHBG=N50° 00' 47"E
CHD=382.83'

40' INGRESS & EGRESS EASEMENT (PER DOC. 762143)
N81° 09' 13"E
530.81'

15' UTILITY EASEMENT

LAKEVIEW DRIVE

40' ROW

40' ROW

N81° 09' 13"E

245.55'

FND CAPPED REBAR '3463'
ND STATE PLANE COORDINATE=
N=412848.17
E=1935539.02

LOT 1, BLOCK 3
COUNTRY VIEW ESTATES

N48° 50' 30"W

20.62'

LOT 1
13.10 ACRES

1

EAST LINE OF
SEC. 3, T138N, R79W

TO EAST 1/4 CORNER
SEC. 3, T138N, R79W
N00° 33' 29"E

33' STATUTORY EASEMENT

859.77'

15' UTILITY EASEMENT

33' STATUTORY EASEMENT

2.7'

466.41'

33' STATUTORY EASEMENT

859.77'

15' UTILITY EASEMENT

33' STATUTORY EASEMENT

2.0'

1319.87'

TO SE CORNER
SEC. 3, T138N, R79W
N00° 33' 29"E

1319.87'

POINT OF BEGINNING

ACREAGE TABLE

LOT 1	13.10 ACRES
TOTAL	13.10 ACRES

LEGEND

- FOUND SURVEY MONUMENT
- SET CAPPED REBAR - LS9628
- VACATED LOT LINE

SURVEYOR'S CERTIFICATE

I, MARK R. ISAACS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE APPROVED PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLETED ON JULY 12, 2025. THAT ALL INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT ALL MONUMENTS SHOWN HEREON ARE CORRECT, THAT ALL REQUIRED MONUMENTS HAVE BEEN SET, AND THAT ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT.

MARK R. ISAACS, RLS 9628

LAND DESCRIPTION

LOT 2, BLOCK 3 IN COUNTRY VIEW ESETAETS AND AUDITORS LOTS "N" AND "O" ALL IN SECTION 3, TOWNSHIP 138 NORTH, RANGE 79 WEST OF THE 5TH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 00° 33' 29" EAST ON THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 1319.87 FEET TO THE SOUTHEAST CORNER OF SAID LOT "O" AND THE POINT OF BEGINNING; THENCE NORTH 89° 52' 00" WEST ON THE SOUTH LINE OF SAID AUDITORS LOTS AND SAID LOT 2, BLOCK 3 A DISTANCE OF 1408.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, BLOCK 3; THENCE NORTH 08° 50' 50" WEST ON THE WEST LINE OF SAID LOT 2, BLOCK 3 A DISTANCE OF 249.02 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, BLOCK 3; THENCE NORTH 81° 09' 13" EAST ON THE NORTH LINE OF SAID LOT 2, BLOCK 3 A DISTANCE OF 245.55 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 3; THENCE CONTINUING NORTH 81° 09' 13" EAST ON THE NORTH LINE OF SAID LOT "N" A DISTANCE OF 530.81 FEET TO THE PC OF A CURVE TO THE LEFT; THENCE NORTHEASTERLY ON SAID CURVE AND THE NORTH LINE OF SAID LOT "O" FOR AN ARC DISTANCE OF 402.54 FEET AND HAVING A RADIUS OF 368.60 FEET, SAID CURVE HAS A CHORD BEARING NORTH 50° 00' 47" EAST A DISTANCE OF 382.83 FEET TO THE NORTH CORNER OF SAID LOT "O"; THENCE SOUTH 69° 19' 10" EAST ON THE NORTHEAST LINE OF SAID LOT "O" A DISTANCE OF 419.27 FEET TO THE NORTHEAST CORNER OF SAID LOT "O" AND THE EAST LINE OF SAID SECTION 3; THENCE SOUTH 00° 33' 29" WEST ON THE EAST LINE OF SAID SECTION 3 DISTANCE OF 466.41 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 13.10 ACRES MORE OR LESS; AND SUBJECT TO ALL LEGAL RIGHTS OF WAY AND EASEMENTS.

OWNER'S CERTIFICATE OF DEDICATION

WE, THE UNDERSIGNED, BEING SOLE OWNERS OF THE LAND PLATTED HEREIN, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT AND DO DEDICATE ALL THE RIGHT OF WAY IDENTIFIED HEREIN TO BURLEIGH COUNTY. WE ALSO DEDICATE EASEMENTS TO RUN WITH THE LAND FOR GAS, ELECTRIC, TELEPHONE, WATER, OR OTHER PUBLIC UTILITIES OR SERVICES ON OR UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED HEREON AS "UTILITY EASEMENT".

THEY ALSO DEDICATE ACCESS EASEMENTS TO ALL LAND OWNING PARTIES, TO RUN WITH THE LAND FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING THE ACCESS UNDER OR UPON THE REAL PROPERTY OF THOSE CERTAIN STRIPS OF LAND SO DESIGNATED.

CORIDON M. HUEZ

LOT 1, BLOCK 1

AMBER C. HUEZ

LOT 1, BLOCK 1

STATE OF _____)
COUNTY OF _____) SS

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC _____

APPROVAL OF COUNTY PLANNING AND ZONING COMMISSION

THE COUNTY PLANNING AND ZONING COMMISSION OF BURLEIGH COUNTY, NORTH DAKOTA, HEREBY APPROVES HUEZ SUBDIVISION AS SHOWN ON THIS PLAT. THIS PLAT WAS DONE IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, THE COMPREHENSIVE PLAN AND THE ORDINANCES OF THE COUNTY OF BURLEIGH AND REGULATIONS ADOPTED BY SAID PLANNING AND ZONING COMMISSION.

THE FOREGOING ACTION OF THE COUNTY PLANNING AND ZONING COMMISSION OF BURLEIGH COUNTY, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED ON THE ____ DAY OF _____, 20__.

DENNIS AGNEW - CHAIRMAN

ATTEST: MITCH FLANAGAN - SECRETARY

APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BURLEIGH, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THIS PLAT, HAS ACCEPTED THE DEDICATION OF ALL STREETS SHOWN THEREON, HAS APPROVED THE GROUNDS AS SHOWN ON THE PLAT AS AN AMENDMENT TO THE MASTER PLAN OF BURLEIGH COUNTY, NORTH DAKOTA, AND DOES HEREBY VACATE ANY PREVIOUS PLATTING WITHIN THE BOUNDARY OF THIS PLAT.

THE PLAT WAS DONE IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, THE COMPREHENSIVE PLAN AND ORDINANCES OF THE COUNTY OF BURLEIGH.

THE FOREGOING ACTION OF THE BOARD OF COUNTY COMMISSION OF BURLEIGH COUNTY, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED ON THE ____ DAY OF _____, 20__.

BRIAN BITNER - CHAIRMAN

ATTEST: MARK SPLOSKOWSKI,
COUNTY AUDITOR/TREASURER

APPROVAL OF THE COUNTY ENGINEER

I, MARCUS J. HALL, COUNTY ENGINEER FOR THE COUNTY OF BURLEIGH, NORTH DAKOTA, HEREBY APPROVES THIS PLAT OF "HUEZ SUBDIVISION" AS SHOWN ON THE PLAT, DATED THIS ____ DAY OF _____, 20__.

MARCUS J. HALL, PE
COUNTY ENGINEER

BENCHMARK - NORTHWEST CORNER OF LOT 1, BLOCK 1, A CAPPED REBAR FOUND FLUSH WITH THE GROUND. ELEVATION = 1699.92

PROFESSIONAL LAND SURVEYOR
MARK R. ISAACS, LS-9628

OWNERS:

CORIDON M. & AMBER C. HUEZ
11009 LAKEVIEW DRIVE
BISMARCK, ND 58504

NOTES:

- BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENTS.
- SUBJECT TO ALL EASEMENTS OF RECORD WHETHER SHOWN OR NOT SHOWN.

HUEZ SUBDIVISION
LOT 2, BLOCK 3 IN COUNTRY VIEW
ESTATES AND AUD. LOTS "N" & "O"
SECTION 3, T138N, R79W
BURLEIGH, NORTH DAKOTA

SHEET: 1 OF 1
SCALE: 1"= 60'
DRAWN BY: MRS
DWG DATE: 9/15/25
JOB NUMBER: 25144
DWG REVISION DATES
- - -
- - -
- - -
DWG NAME: 25144_Huez subdivision final plat.dwg

Independent
Land
Surveying &
Engineering

4215 Old Red Trail NW
Mandan, ND 58554
Phone: 701-663-5184
Cell: 701-995-2078
mark@lsurveynd.com



Burleigh County Building, Planning & Zoning
PO Box 5518
Bismarck ND 58506

burleighcobuilding@nd.gov
701-221-3727

To: Burleigh County Commission.
Re: Attorney Retainer Agreement
Date: 12-24-2025
From: Mitch Flanagan, Burleigh County Planning Director. *MF*

ITEM 1

Attorney Retainer Agreement

Consider approving a service contract to provide legal assistance and interpretation of legal issues regarding Burleigh County.

ACTION REQUESTED

Approve a retainer agreement for legal services.

Attachments: Ex. 1. Lawrence King Retainer Agreement
Ex. 2. Brian Schmidt Retainer Agreement

RETAINER AGREEMENT FOR LEGAL SERVICES

THIS RETAINER AGREEMENT is made between the client, Burleigh County, whose address is 221 North 5th Street Bismarck, North Dakota 58501, referred to as "Client" and King Law PC, whose address is 101 Slate Drive, Suite 4, Bismarck, North Dakota 58503.

1. **Legal Services to be Provided.**

Client agrees that King Law PC will represent Client in civil matters as requested and accepted. The legal work includes all necessary court appearances, research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, trial preparation, and related work to properly represent client in this matter.

2. **Additional Legal Services.**

If you need any other services that may or may not be related to the above matter, Client and King Law PC may make a new agreement to provide the other services.

3. **Legal Fees.**

Client agrees to pay King Law PC for legal services at the normal hourly rates of the attorneys providing the services, which hourly rates may be changed from time to time. A fee schedule will be provided to you on an annual basis. The current hourly rates are:

Lawrence E. King	\$300.00
Associate Attorney	\$250.00
Paralegal	\$150.00

You as the client will be billed at the hourly rates set forth above for all services rendered on a monthly basis. This includes telephone calls, dictating and reviewing documents, travel time to and from meetings, legal research, negotiations, and any other service relating to this retention.

4. **Costs and Expenses.**

In addition to legal fees, client must pay the following costs and expenses: expert's fees, court costs, accountant's fees, appraiser's fees, witness fees, service fees, investigator fees, deposition costs, travel expenses, and any other necessary expenses in this matter. We may require that you pay certain costs and expenses directly, such as expert fees and expenses and deposition costs. Travel by personal automobile is charged at the current rate per mile allowed by the IRS as a deduction for this purpose. For all other forms of travel, the actual cost is charged.

5. **Termination Agreement.**

Either party may terminate this agreement at any time for any reason upon thirty days' written notice to the other party.

6. **Payment of Fees.**

If any of the attorneys are not paid by me according to this Agreement, such attorneys may withdraw from the matter, even if just prior to a hearing date.

When the attorneys complete the work, they shall return to Client any amount advanced to them which is not due for services already rendered or services already advanced on Client's behalf.

7. **Signatures.**

Client and King Law PC have read and agreed to this Agreement. King Law PC has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

Dated this ____ day of December, 2025.

Burleigh County, North Dakota

By: _____
Signature

Print name

Its: _____
Title

Dated this ____ day of December, 2025.

King Law PC

By: _____
Lawrence E. King


SMITH PORSBORG
Schweigert Armstrong Moldenhauer & Smith
ATTORNEYS AT LAW

February 24, 2025

Board of County Commissioners
Burleigh County
221 N 5th St
Bismarck ND 58501

In re: Burleigh County

Dear Board of County Commissioners:

This will confirm Burleigh County's intention to retain the undersigned as counsel for the County on an as-needed basis regarding civil matters. My firm's legal fees will be \$250 per hour for partners, \$225 for associates, and \$175 per hour for paralegals. These rates will be reviewed in December of each year and are subject to adjustment upon 30 days' notice. We will send our billings monthly and payment is due within thirty days. If this is acceptable to the County, please have a representative from the County sign this letter as provided below and return a copy to this office by email.

Sheldon A. Smith*

Scott K. Porsborg***

Suzanne M. Schweigert*

Mitchell D. Armstrong*

Stacy M. Moldenhauer**

David J. Smith*

Brian D. Schmidt*

Tyler J. Malm*

Morgan E. Butland Wentz*

Please let me know if you have any questions.

Respectfully,

/s/ Brian D. Schmidt

BRIAN D. SCHMIDT

E-Mail: bschmidt@smithporsborg.com

mmk

Burleigh County.1

* Licensed in North Dakota

** Licensed in Minnesota

*** Licensed in South Dakota

* Board Certified Civil Trial
Specialist by National Board
of Trial Advocacy

www.smithporsborg.com

122 E. Broadway Avenue Bismarck, ND 58501 P.O. Box 460 Bismarck, ND 58502-0460

Phone (701) 258-0630 Fax (701) 258-6498

February 24, 2025

Page 2

THE UNDERSIGNED ACKNOWLEDGES READING THE FOREGOING
LETTER AND HEREBY ACKNOWLEDGES, UNDERSTANDS, AND
AGREES TO ITS TERMS AND AGREES TO BE BOUND THEREBY.

Burleigh County

Date: _____

By _____

Its _____

ITEM

8

BURLEIGH COUNTY

HUMAN RESOURCES DEPARTMENT

PAM BINDER, SPHR, SHRM-SCP
DIRECTOR

HUMAN RESOURCE ASSISTANTS:
MEGAN MARTIN
DESIREE HILBORN
LINDSAY BROWER

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: December 31, 2025

Re: Human Resource's Agenda items for January 5, 2026 Commission Meeting

Subject One: Burleigh County Job Openings and Data Insights for 2025

BACKGROUND: Burleigh County has several job openings that are in the recruitment process. The Human Resources department has implemented the Paylocity Recruitment and Selection platform to enhance the recruitment process for applicants. The following jobs are open as of December 31, 2025 or will be opening in January 2026:

- **Finance Director** – Closed - No qualified job applicants (CPA requirement) – Next Steps?
- **Treasurer** – Closed with qualified applicants - In the interview phase of the recruitment process
- **County Engineer** – Closes January 5, 2026 – One Applicant as of December 31, 2025
- **Administrative Assistant II - Front Desk** County Recorder – Open and actively accepting applicants
- **Highway Maintenance Worker I** – Open and actively accepting applicants
- **Building Technician, I or II (2 positions)** – Will open in January 2026
- **Deputy Veteran Service Officer** – Will open in January 2026
- **Legal Assistant I** – Waiting on approval to post
- **Legal Assistant III** – Waiting on approval to post
- **Assistant State's Attorney I or II (6 positions)** – Ongoing recruitment effort
- **Detention Officers (8 positions)** – Starting on January 20, 2026
- **Deputy Sheriff** – Starting on February 2, 2026

BURLEIGH COUNTY

HUMAN RESOURCES DEPARTMENT

PAM BINDER, SPHR, SHRM-SCP
DIRECTOR

HUMAN RESOURCE ASSISTANTS:
MEGAN MARTIN
DESIREE HILBORN
LINDSAY BROWER

2025 Employment Activity:

Head Count: 364 employees
Average Employees: 388.4
Hired: 63 employees
Termed: 62 employees
Turnover Rate: 17%
Average Employee Tenure: 7.5 years

Employee Breakout by Department:

Department	Active Employees (%)	Active Employees (#)
42120-Detention Center	24.50%	89
42110-Sheriff	16.80%	61
43120-Highway Department	12.10%	44
41430-States Attorney	9.90%	36
44210-Economic Assistance	9.30%	34
41110-Commission	3.80%	14
44213-Child Protective Services	3.60%	13
44212-Foster Care	2.20%	8
44216-Child Welfare	1.90%	7
41390-Finance/Treasurer	1.40%	5
41450-Recorder	1.40%	5
44215-In Home Services	1.40%	5
44217-Administration	1.40%	5
44218-HSZ Board	1.40%	5
49160-Victim Witness Advocate	1.40%	5
41420-Tax	1.10%	4
41930-Human Resources	1.10%	4
44214-Parent Aide Services	1.10%	4
41980-Planning	0.80%	3
41410-Auditor	0.50%	2
41460-Veteran Service	0.50%	2
41860-Information Technology	0.50%	2
48110-County Extension	0.50%	2
41610-Building & Grounds	0.30%	1
42140-Emergency Management	0.30%	1
45110-County Parks	0.30%	1
49130-Weed Control	0.30%	1
49182-Provident Building	0.30%	1
Totals	100%	364

Starting January 2026, we will have Data Insights for employment activity including turnover rate, compensation costs as well as overtime costs. This will be a valuable tool for our budgeting process.

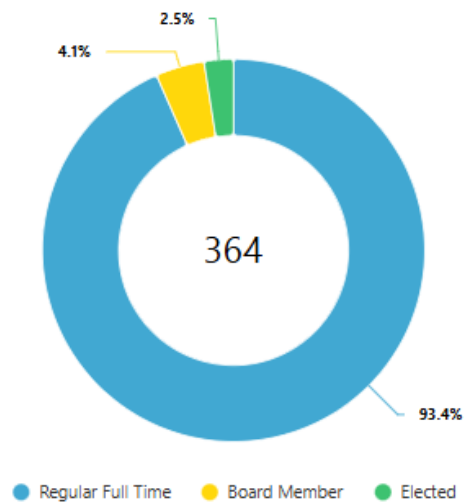
BURLEIGH COUNTY

HUMAN RESOURCES DEPARTMENT

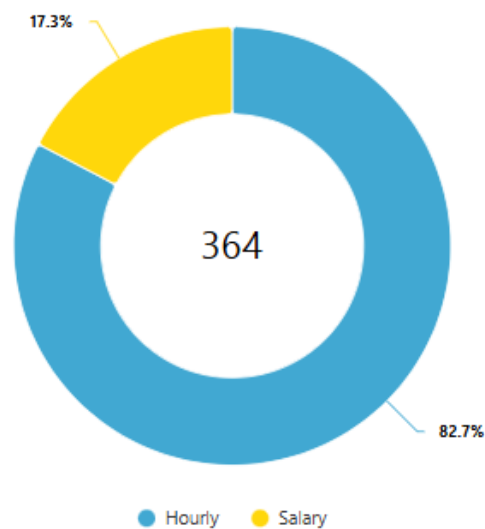
PAM BINDER, SPHR, SHRM-SCP
DIRECTOR

HUMAN RESOURCE ASSISTANTS:
MEGAN MARTIN
DESIREE HILBORN
LINDSAY BROWER

Employment Type



Pay Type



ITEM

9

LEASE AGREEMENT

This lease agreement is made and entered into by and between the City of Bismarck, hereinafter referred to as "**Landlord**," and the county of Burleigh, hereinafter referred to as "**Tenant**."

1. **Lease of Premises.** The **Landlord**, in consideration of the rent to be paid and the covenants to be performed by the **Tenant**, does hereby lease to the **Tenant** the following-described premises situated in the City of Bismarck, Burleigh County, North Dakota:

First floor and one storage space in the basement of the building known as the City/County Building, located at 221 North 5th Street, Bismarck, North Dakota, and consisting of approximately 14,967.75 square feet, including only the area shown on Exhibit "A," attached hereto and made a part of this lease.

2. **Term of Lease.** The term of this lease shall be for a period of one year, commencing on January 1, 2026, and terminating on the last day of December 2026. This Lease Agreement shall automatically renew for additional one-year periods, on the same terms and conditions, upon the expiration of the original or renewed term.

During the initial or renewed term of this Lease Agreement, the **Tenant** shall have the unilateral right to terminate the lease by giving 180 days' notice of its intent to cancel the lease and vacate the premises. This lease will not allow month-to-month tenancy and shall terminate at the end of the term. The parties can execute a new lease or vacate the premises.

Failure to pay the Rental Payments below on the dates indicated, which if it continues for a period of ten (10) days after written demand by the **Landlord** for payment, shall be a considered a default and result in termination of the lease.

3. **Rental Payments.** The **Tenant** agrees to pay as rental payment for the premises at \$13.00 per square foot for a total of \$194,580.75 (14,967.75 square feet x \$13.00 per square foot) on an annual basis during the term of this lease. Rental payments are payable monthly on the first of each month in advance of occupancy or in installments as the parties hereto may agree in writing.

4. **Improvements and Remodeling.** The **Tenant** agrees to assume the cost of improvements or remodeling necessary or desired in those areas leased by the **Tenant**. All proposed improvements shall be subject to prior written approval by the **Landlord**.

5. **The Landlord's Obligations.** The **Landlord** agrees as follows:

a. To provide commercially reasonable utility service to the leased premises, excluding telephone and internet.

b. To comply with the requirements of applicable building and housing codes materially affecting health and safety and to comply with all applicable laws of

this state and ordinances of the City of Bismarck in force from time to time relating to the leased premises and **Landlord's** obligations thereto.

c. To keep all common areas of the premises in a clean and safe condition.

d. To furnish janitorial services.

6. **The Tenant's Obligations.** The **Tenant** agrees as follows:

a. To use commercially reasonable amounts of utilities for its operations and **Tenant's** uses only.

b. To pay the rental payment when due.

c. To keep the leased premises in a clean, safe, and healthful condition, and to maintain the leased premises in such repair as the same is at the time of initial occupancy during the term of the lease, save and except only reasonable use and wear, and damage by fire and unavoidable casualty.

d. Not to make or suffer any unlawful, improper, or offensive use of the premises, and to keep and observe all of the laws of this state and the ordinances of the City of Bismarck in force from time to time relating to the leased premises or the use thereof.

e. To permit the **Landlord** at all reasonable times to enter upon and examine the premises and to make such repairs as may be thought necessary by the County for the protection of the premises.

f. To surrender the leased premises to the **Landlord** at the expiration of the Lease Agreement in as good condition and repair as the same were in when the premises were occupied, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted. Also, in default of the payment of any rental payments due or failure to perform any of the terms or conditions of this lease, then to surrender premises upon demand made by the **Landlord**. Upon expiration of the Lease Agreement, the **Tenant** grants to the **Landlord** the right of reentry to such premises, should the option to extend the lease not be exercised.

g. **TENANT** shall permit no signs to be placed outside the Leased Premises unless approved in writing by the Renaissance Zone Authority Board acting as the Downtown Design Review Committee, except what is presently on the building.

7. **Termination of Lease in the Event of Destruction of Premises.** It is agreed that in the event the leased premises are destroyed or damaged by fire or the elements to the extent they should be un-tenantable, then this lease shall immediately terminate, unless the **Landlord**, within 20 days of the happening of such event, gives notice of intention to restore the building and restore possession of the leased premises to the **Tenant**, and shall fully restore such premises within a reasonable time thereafter, provided, that during the

term between destruction and restoration the payment of such rental payment shall be suspended.

8. **Assignment.** This lease may not be assigned or sublet by the **Tenant** without the prior written consent of the **Landlord**. This lease shall not terminate by reason of any sale of the premises by the **Landlord** to third parties, but shall continue throughout the entire term.

Dated this _____ day of _____, 2026.

ATTEST:

CITY OF BISMARCK, NORTH DAKOTA

Jason Tomanek
City Administrator

Michael T. Schmitz,
President Board of City
Commissioners

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF BURLEIGH)

On this _____ day of _____, 2026, before me personally appeared Michael T. Schmitz, President of Board of City Commissioners, and Jason Tomanek, City Administrator, known to me to be the persons who are described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

Notary Public

Dated this _____ day of _____, 2026.

ATTEST:

BURLEIGH COUNTY, NORTH DAKOTA

Mark Splonskowski
County Auditor

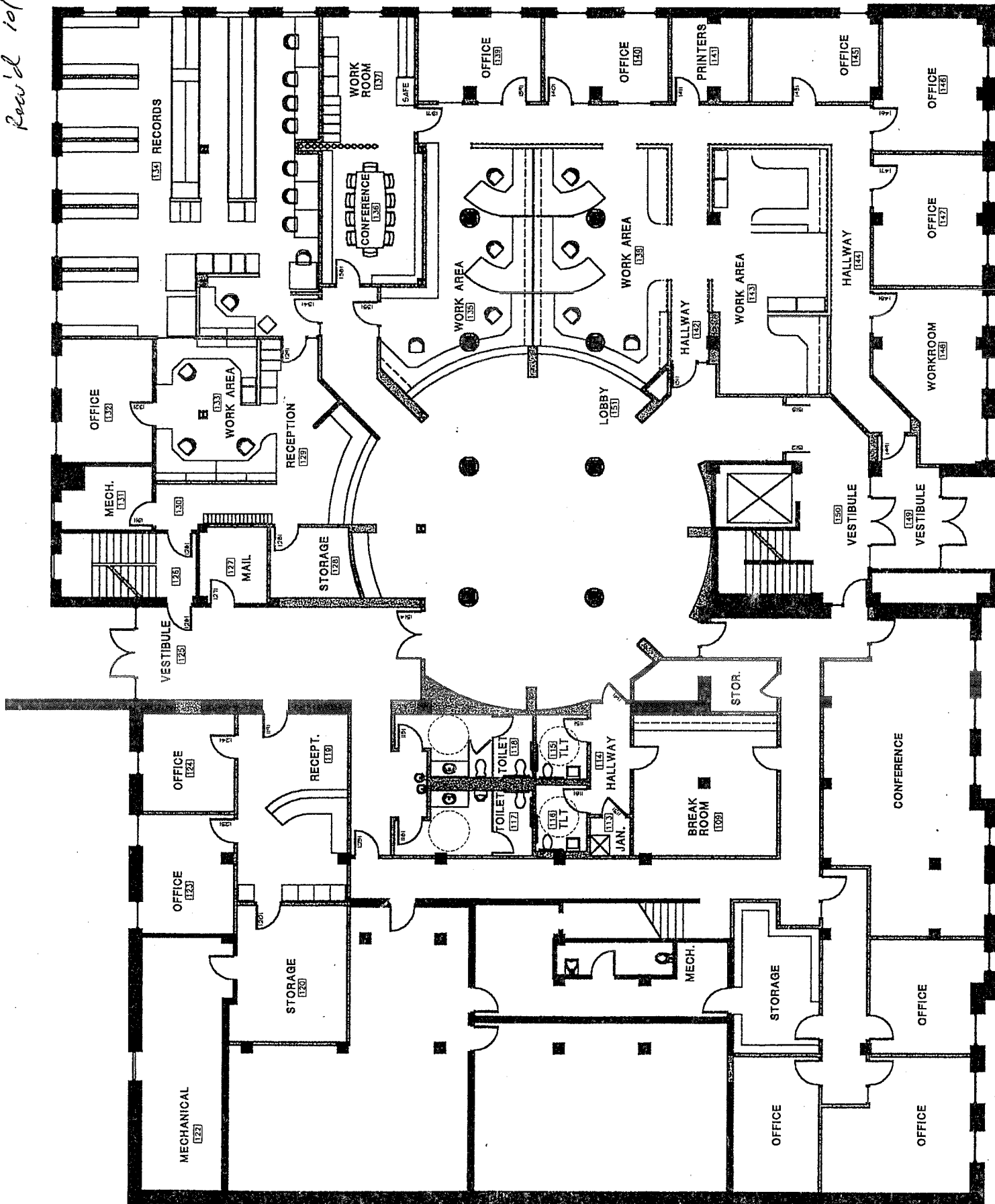
Brian Bitner, Chair
Board of County Commissioners

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF BURLEIGH)

On this _____ day of _____, 2026, before me personally appeared Brian Bitner, Chair of Board of County Commissioners, and Mark Splonskowski, County Auditor, known to me to be the persons who are described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

Notary Public

Revised
Rev'd 10/12/01



LEASE AGREEMENT

This lease agreement is made and entered into by and between the City of Bismarck, hereinafter referred to as "City," and the County of Burleigh, hereinafter referred to as "County."

1. **Lease of Premises.** The County, in consideration of the rent to be paid and the covenants to be performed by the City, does hereby lease to the City the following-described premises situated in the City of Bismarck, Burleigh County, North Dakota:

First floor of the building known as the Burleigh County Courthouse, more specifically known as Bismarck Municipal Court, located at 514 East Thayer Avenue, and consisting of approximately 2712 square feet, including only the area shown on Exhibit "A," attached hereto and made a part of this lease.

2. **Term of Lease.** The term of this lease shall be for a period of one year, commencing on the first day of January, 2026, and terminating on the last day of December, 2026. This Lease Agreement shall automatically renew for additional one-year periods, on the same terms and conditions, upon the expiration of the original or renewed term.

During the initial or renewed term of this Lease Agreement, the City shall have the unilateral right to terminate the lease by giving 30 days' notice of its intent to cancel the lease and vacate the premises.

3. **Rental Payments.** The City agrees to pay as rental for the premises \$13.00 per square foot for a total of \$35,256.00 (2712 square feet x \$13.00 per square foot) on an annual basis during the term of this lease. Rental payments are payable annually or in installments as the parties hereto may verbally agree.

4. **Improvements and Remodeling.** The City agrees to assume the cost of improvements or remodeling necessary or desired in those areas leased by the City. All proposed improvements shall be subject to prior approval by the County.

5. **The County's Obligations.** The County agrees as follows:

- a. To provide utility service to the leased premises, excluding telephone.
- b. To comply with the requirements of applicable building and housing codes materially affecting health and safety and to comply with all applicable laws of this state and ordinances of the City in force from time to time relating to the leased premises and landlord's obligations thereto.
- c. To keep all common areas of the premises in a clean and safe condition.
- d. To furnish janitorial services.

6. **The City's Obligations.** The City agrees as follows:

- a. To pay for its share of the utilities. The City's share of the utilities shall be computed based upon the total square footage leased by the City as a percentage of the total usable square footage in the building.
- b. To pay the rental when due.
- c. To keep the leased premises in a clean, safe, and healthful condition, and to maintain the leased premises in such repair as the same is at the time of initial occupancy during the term of the lease, save and except only reasonable use and wear, and damage by fire and unavoidable casualty.
- d. Not to make or suffer any unlawful, improper, or offensive use of the premises, and to keep and observe all of the laws of this state and the ordinances of the City of Bismarck in force from time to time relating to the leased premises or the use thereof.
- e. To permit the County at all reasonable times to enter upon and examine the premises and to make such repairs as may be thought necessary by the County for the protection of the premises.
- f. To surrender the leased premises to the County at the expiration of the Lease Agreement in as good condition and repair as the same were in when the premises were occupied, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted. Also, in default of the payment of any rents due or failure to perform any of the terms or conditions of this lease, then to surrender premises upon demand made by the County. Upon expiration of the Lease Agreement, the City grants to the County the right of reentry to such premises, should the option to extend the lease not be exercised.

7. **Termination of Lease in the Event of Destruction of Premises.** It is agreed that in the event the leased premises are destroyed or damaged by fire or the elements to the extent they should be untenable, then this lease shall immediately terminate, unless the County, within 20 days of the happening of such event, gives notice of intention to restore the building and restore possession of the leased premises to the City, and shall fully restore such premises within a reasonable time thereafter, provided that during the term between destruction and restoration the payment of such rent shall be suspended.

8. **Assignment.** This lease may not be assigned or sublet by the City without the prior written consent of the County. This lease shall not terminate by reason of any sale of the premises by the County to third parties but shall continue throughout the entire term.

Dated this ____ day of _____, 2026.

ATTEST:

CITY OF BISMARCK, NORTH DAKOTA

Jason Tomanek

City Administrator

Michael T. Schmitz, President

Board of City Commissioners

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF BURLEIGH)

On this ____ day of _____, 2026, before me personally appeared Michael T Schmitz, President of Board of City Commissioners, and Jason Tomanek, City Administrator, known to me to be the persons who are described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

_____, Notary Public

Dated this ____ day of _____, 2026.

ATTEST:

BURLEIGH COUNTY, NORTH DAKOTA

Mark Splonskowski

County Auditor

Brian Bitner, Chairman

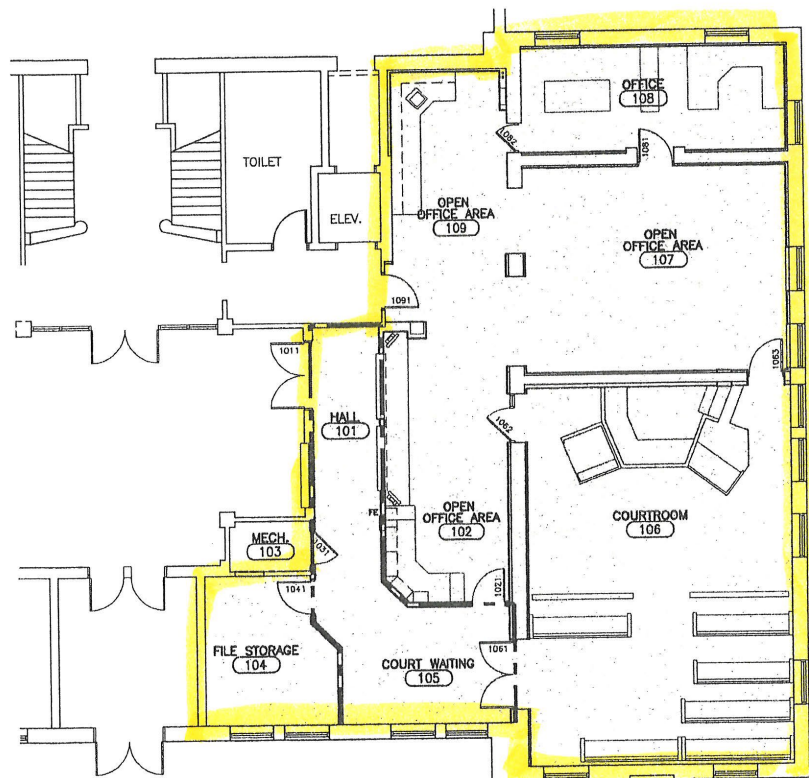
Board of County Commissioners

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF BURLEIGH)

On this ____ day of _____, 2026, before me personally appeared Brian Bitner, Chairman of Board of County Commissioners, and Mark Splonskowski, County Auditor, known to me to be the persons who are described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

_____, Notary Public

Exhibit A.



MUNICIPAL COURT PLAN AREA = 2712 SF
SCALE: 1/8" = 1'-0"

Burleigh County Board Appointments

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

<i>Cynthia Chavez</i>	2020	12/31/2029
<i>Lois Sundquist</i>	2020	12/31/2025
<i>Steven Sathre</i>	2017	12/31/2026
<i>Sister Kathleen Atkinson</i>	2015	12/31/2027
Human Service Zone Board – 3 year term		
<i>Tracy Famias</i>	2020	11/30/2026
<i>James Hulm</i>	2020	11/30/2026
<i>Keli Burglund</i>	2024	11/30/2027
<i>Dick Dever</i>	2021	11/30/2027
<i>Trevor Vannett</i>	2021	11/30/2027
<i>Chelsea Flory (BCHSZ Director)</i>		
<i>Steve Bakken (County Commissioner)</i>		
Lincoln City Planning Commission – 5 year term		
<i>Elizabeth Flemming</i>	2017	12/31/2026
County Park Board – 3 year term		
<i>Jeffery Herman</i>	2021	12/31/2027
<i>Errol Behm</i>	2019	12/31/2027
School District Reorganization – 3 year term		
<i>Brian Duchscherer</i>	2024	6/30/2026
<i>Brenda Blazer</i>	2011	6/30/2026
<i>Linda Buchmann</i>	1995	6/30/2026
<i>Dawn Aberle</i>	2016	6/30/2025
<i>Linda MacDonald</i>	2007	6/30/2025
Special Assessment Commission – 6 year term		
<i>Lee Lunde</i>	2007	3/31/2025
<i>Jeff Eslinger</i>	2015	3/31/2027
<i>Mike Heim</i>	2005	3/31/2029

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

Officials Appointed to Serve at the Pleasure of the Board

<i>Name of Officer</i>	<i>Title</i>	<i>Term Expires On...</i>
<i>Joshua Seil</i>	County Coroner	11/30/2027
<i>Mary Senger</i>	Emergency Manager/Disaster Preparedness Director	
<i>Marcus J Hall</i>	Engineer	
<i>Kelly Leben</i>	Jail Administrator	
<i>Pamela Binder</i>	Safety/Risk Management Director & Human Resource Director	
<i>Chelsea Flory</i>	Human Service Director	
<i>Al Vietmeier</i>	Tax Equalization Director/County Assessor	

**BURLEIGH COUNTY
AUXILIARY BOARD
APPLICATION FORM**

Name: Brian Mager

Address: 8551 Burr Oak Loop Bismarck ND 58501

Home Phone: _____ Work: _____ Cell: _____

Email: _____

Board or Commission on which you prefer to serve:

Water Resource District

List below the skills or qualifications you could bring to this Board or Commission:

Undergraduate degree in Civil Engineering, Masters in Water Resources, Registered PE in ND and over 12 years of Water Resource Engineering in ND.

If you have any special interest or reason for serving on this Board or Commission, please explain below.

Desire to serve the county in which i live with my technical knowledge.

Principal Occupation/Source of Income (check one) USDA-NRCS

- | | | | |
|--|------------------------------------|---|---|
| <input type="checkbox"/> Farmer | <input type="checkbox"/> Military | <input type="checkbox"/> Investor/Retired | <input type="checkbox"/> Clerical & Sales |
| <input type="checkbox"/> Laborer | <input type="checkbox"/> Craftsman | <input type="checkbox"/> Business Owner | <input type="checkbox"/> Professional |
| <input checked="" type="checkbox"/> Government | <input type="checkbox"/> Student | <input type="checkbox"/> Other | |

List the name of each business or trust that is NOT the principal source of income, in which you have a financial interest:

N/A

List below the associations or institutions with which you are closely associated, or serve as a director or officer:

N/A

Signature:  Date: 12-30-25

Please return application to: Burleigh County Auditor/Treasurer - PO Box 5518 - Bismarck ND 58506

OFFICE USE ONLY

Date Appointed by Commission _____

Term Start Date _____

Term End Date _____

Oath Returned _____

**BURLEIGH COUNTY
AUXILIARY BOARD
APPLICATION FORM**

Name: Garrett Bryan

Address: 615 N 6th St., Apt. 8

Home Phone: _____ Work: _____ Cell: _____

Email: _____

Board or Commission on which you prefer to serve:

Water Management Board or County Housing Authority

List below the skills or qualifications you could bring to this Board or Commission:

Licensed attorney, significant experience with heavy industrial and infrastructure construction.

If you have any special interest or reason for serving on this Board or Commission, please explain below.

General interest in politics and governance.

Principal Occupation/Source of Income (check one)

- | | | | |
|-------------------------------------|------------------------------------|---|--|
| <input type="checkbox"/> Farmer | <input type="checkbox"/> Military | <input type="checkbox"/> Investor/Retired | <input type="checkbox"/> Clerical & Sales |
| <input type="checkbox"/> Laborer | <input type="checkbox"/> Craftsman | <input type="checkbox"/> Business Owner | <input checked="" type="checkbox"/> Professional |
| <input type="checkbox"/> Government | <input type="checkbox"/> Student | <input type="checkbox"/> Other | |

List the name of each business or trust that is NOT the principal source of income, in which you have a financial interest:

N/A

List below the associations or institutions with which you are closely associated, or serve as a director or officer:

Attorney with ND Insurance and Securities Department

Signature:  Date: 25NOV2025

Please return application to: Burleigh County Auditor/Treasurer - PO Box 5518 - Bismarck ND 58506

OFFICE USE ONLY

Date Appointed by Commission _____

Term Start Date _____

Term End Date _____

Oath Returned _____

BURLEIGH COUNTY
AUXILIARY BOARD
APPLICATION FORM

Name: Jeff Neuberger

Address: 14148 Paniolo Way, Bismarck, ND 58503-8582

Home Phone: _____ Work: _____ Cell: 1

Email: j

Board or Commission on which you prefer to serve:

No preference

List below the skills or qualifications you could bring to this Board or Commission:

Bachelor's Double Major in Accounting and Business, 25+ years in large business management, Master's in Healthcare Admin. Excellent with data.

If you have any special interest or reason for serving on this Board or Commission, please explain below.

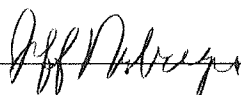
I'm a retired introvert but not shy. I don't need to be the center of attention or to build a resume. Not looking for a political career. Feel free to contact me if I am needed.

Principal Occupation/Source of Income (check one)

- | | | | |
|-------------------------------------|------------------------------------|--|---|
| <input type="checkbox"/> Farmer | <input type="checkbox"/> Military | <input checked="" type="checkbox"/> Investor/Retired | <input type="checkbox"/> Clerical & Sales |
| <input type="checkbox"/> Laborer | <input type="checkbox"/> Craftsman | <input type="checkbox"/> Business Owner | <input type="checkbox"/> Professional |
| <input type="checkbox"/> Government | <input type="checkbox"/> Student | <input type="checkbox"/> Other | |

List the name of each business or trust that is NOT the principal source of income, in which you have a financial interest: My children own Chesak's Seed Company of which I'm the lein holder.

List below the associations or institutions with which you are closely associated, or serve as a director or officer: None

Signature:  Date: November 22, 2025

Please return application to: Burleigh County Auditor/Treasurer - PO Box 5518 - Bismarck ND 58506

OFFICE USE ONLY

Date Appointed by Commission _____

Term Start Date _____

Term End Date _____

Oath Returned _____

Please see my attached application for appointment to Board Subcommittees.

As I briefly mentioned in the application, I am a 61 year old retiree with a lot of high level business experience.

I worked in Healthcare Administration for over 20 years and when I lost my position at Mid Dakota Clinic in 2013, I chose not to relocate but purchased and operated Chesak Seed Company through 2020.

I am an introvert that is not shy, I do not need to be the center of attention, build my resume or start a political career. I am willing to make difficult and even unpopular decisions when necessary. Data and numbers are my friend.

In summary, I am not applying out of ambition, I am simply willing to gladly help out if you don't have lots of other qualified applicants that are really competing for these positions.

Sincerely

Jeff Neuberger

**BURLEIGH COUNTY
AUXILIARY BOARD
APPLICATION FORM**

Name: Travis Jensen

Address: 5610 Olive Tree Drive, Bismarck, ND 58503

Home Phone: _____ Work: _____ Cell: _____

Email: _____

Board or Commission on which you prefer to serve:

Board of Special Assessment

List below the skills or qualifications you could bring to this Board or Commission:

A motivation to represent the residents of Burleigh County, listen to community members, and work with others

If you have any special interest or reason for serving on this Board or Commission, please explain below.

To serve my community and be an active member to represent and provide insight on issues

Principal Occupation/Source of Income (check one)

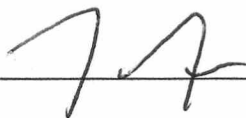
- | | | | |
|---|------------------------------------|---|---|
| <input type="checkbox"/> Farmer | <input type="checkbox"/> Military | <input type="checkbox"/> Investor/Retired | <input type="checkbox"/> Clerical & Sales |
| <input checked="" type="checkbox"/> Laborer | <input type="checkbox"/> Craftsman | <input type="checkbox"/> Business Owner | <input type="checkbox"/> Professional |
| <input type="checkbox"/> Government | <input type="checkbox"/> Student | <input type="checkbox"/> Other | |

List the name of each business or trust that is NOT the principal source of income, in which you have a financial interest:

None

List below the associations or institutions with which you are closely associated, or serve as a director or officer:

None

Signature:  Date: 12/17/25

Please return application to: Burleigh County Auditor/Treasurer - PO Box 5518 - Bismarck ND 58506

OFFICE USE ONLY

Date Appointed by Commission _____

Term Start Date _____

Term End Date _____

Oath Returned _____