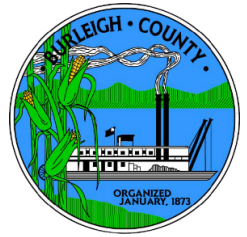




Lincoln, Fort Rice, Riverview, Florence Lake, Burnt Creek, Canfield, Lyman, & Phoenix  
Unorganized Townships



## Burleigh County Commission Meeting Agenda

Tom Baker Meeting Room, City/County Office Building, 221 N 5<sup>th</sup> 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)

**May 18<sup>th</sup>, 2026**

**5:00 P.M.**

*Invocation and Pledge of Allegiance presented by Chaplain.*

### **COUNTY WEED BOARD**

1. Meeting called to order.
2. Roll call of members.
3. Approval of Agenda.
4. Consideration of the December 1, 2025, Weed Board minutes.
5. **PUBLIC COMMENT.** *Restricted to Burleigh County residents and landowners.*
6. County Weed Officer Johnson: (Page 3)
  - a. Update and discussion.
  - b. Biocontrol.
  - c. Gravel Pits.
  - d. Topics for 2026.
7. Other Business.
8. Adjourn.

### **COUNTY COMMISSION**

1. Meeting called to order.
2. Roll call of members.
3. Approval of Agenda.
4. Consideration of May 4<sup>th</sup>, 2026, meeting minutes and bills. (Page 8)
5. **PUBLIC COMMENT.** *Restricted to Burleigh County residents and landowners.*
6. Consent Agenda: (Page 12)
  - a. Abatements.
  - b. Special event permits.
  - c. Check replacement.
7. **PUBLIC HEARING.** University of Mary Bond request. (Page 25)

8. Brent Eckstrom, Lewis and Clark Development Group Executive Director:
  - a. Program overview. (Page 35)
9. Interim Finance Director Schmidt: (Page 42)
  - a. SAD #77 Reimbursement resolution.
  - b. Investment Report.
10. County Engineer Schriock: (Page 45)
  - a. Moffit Road Improvements – Award of Bid.
11. County Planning Director Flanagan: (Page 49)
  - a. Bakken East Pipeline Project.
12. County Auditor Splonskowski:
  - a. 2026 Election update.
13. Chair Bitner: (Page 68)
  - a. Provident Remodel Change Order Request.
  - b. Centennial Road Ditch damage repair.
  - c. County collaboration meeting with Burleigh, Cass, and Grand Forks Counties.
  - d. Legislative issues discussion.
14. Continued Commission Items: (Page 73)
  - a. Fire Restriction Amendment.
15. Other Business.
16. Adjourn.

The next regularly scheduled Commission meeting will be on June 1<sup>st</sup>, 2026.

*Mark Splonskowski*  
Burleigh County Auditor

**COUNTY**

**WEED**

**BOARD**

**BURLEIGH COUNTY WEED BOARD  
MEETING MINUTES  
DECEMBER 1<sup>st</sup>, 2025**

**4:00 PM**

Chairman Bakken called the Burleigh County Weed Board meeting to order.

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

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

Motion by Comm. Woodcox, 2<sup>nd</sup> by Comm. Munson to approve the July 7<sup>th</sup>, 2025 meeting minutes. Commissioners Bitner, Munson, Schwab, Woodcox, and Chairman Bakken voted 'AYE'. ***Motion carried.***

Chairman Bakken opened the meeting to public comment.

- No comment was heard.

Chairman Bakken closed the public comment segment.

County Weed Officer Daron Johnson gave an update on the County's weed control program. He stated they had sixty-four chemical sales and fifty-two applications of contract spraying on private land. Johnson listed the chemicals he has purchased and that is in storage for next year's spraying. He discussed some of the complaints he had received this past season and the resolutions. Johnson said that they applicated along the interstate and highways for the North Dakota Department of Transportation (NDDOT) and their final billing was \$30,493.94. Discussion was had on possibly charging the NDDOT a fee on top on their billing to cover administrative and extra costs which Johnson said he would investigate going forward. Discussion was had regarding noxious weeds at Hawktree and the difficulties with surrounding development's HOAs. Johnson presented information on beetles for weed control and the spraying of gravel pits. He discussed plans for 2026 which included replacing the coin dispenser at the Wing Fire Hall, purchasing water tanks for use in the southeast part of the County, purchasing one more Android Spray Sync device for the third spray truck, applying for selection by the North Dakota Weed Control Association to attend a conference in Colorado, looking into expansion of storage for chemicals and vehicles, and a test of killing back grass from the edges of some of the County roads.

Meeting adjourned. **5:00 PM**

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Mark Splonskowski, Auditor

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Steve Bakken, Chairman

## Weed Board Meeting Spring 2026

May 18<sup>th</sup>

### 5. BCWB's Update, and Discussion.

#### Chemical Sales, Purchases, Chemical applications.

1. Sales for chemical started April 30<sup>th</sup> and will run through June 25<sup>th</sup> 2026, chemicals offered Milestone, Highnoon, Freelexx, plateau, Tordon with proper chemical certification. Do to the cool conditions this spring plant growth has been slow, as of May 5<sup>th</sup> ground temps at 2 in. ranged from 34 to 48 throughout the state. on my inspection in Burleigh county ROW's and a few private properties wormwood is growing but very little sign of other Noxious weed infestation as of now.
2. I would like to see landowners that qualify for our programs to get a start in purchasing chemical prior to spray season, and getting contract's in as summer in weed control get very busy for me and our spraying crew.
3. Chemical application for 2026 season will be much the same Highnoon 20 oz an acre, Tordon 16oz an acre, with Liberate surfactant 1qt per 100 gals water. I have purchased chemical for a start to applicate on problem areas of cattails and forb's that propose to be a problem for travel and road conditions over winter months. We will applicate as a trial this year in areas that the county road superintendent and I decide on, next year I will be including it in weed board budget. If it proves to be an improvement and cost effective.
4. Burleigh County has the State ROW's to applicate this year same as 2025 this year do to the request from last falls meeting to charge for weed officers time they have increased their budget by 5,000 to cover any added charges. Do to the highway 94 road construction of last year the newly seeded areas will be inspected and sprayed accordingly. (using 2-4 D product)
5. I have purchased 2 androids for spraying vehicles to match our spray-sync equipment that we used last year our contracted sprayers seem to like the equipment and the mapping is very helpful
6. On May 7<sup>th</sup> I had our distribution center inspected by John Potts from NDDA and he was very pleased with how everything looked and was set-up.

## **6. Biocontrol:**

This year I ordered beetles through NDDA program that is no expense to Burleigh County, I work with John and Samantha on the planting and monitoring of the beetles, also I will attend the beetle collection this year and release them in Burleigh county in other areas of spurge infestation.

## **7. Gravel Pits:**

The Past couple months I have been getting more information on aggregate compliances in the county and have contacted a few owner/operators for the inspections and certifications needed to operate in Burleigh County, Knife river is know operating out of Strata pits and I'm working with them in getting their locations for pits and landowners certificates, knife river has in the past been applying their sites, but they are aware that I will be doing inspections and checking records.

## **8. Topics for 2026:**

1. I installed coin slot in the wing rural fire department water distribution center, Julie Heim was happy to know that we won't have any more problems.
2. The water tank is out at sterling shop all parts are purchased for the installation, it will be set at the SE corner of shop, the water usage will be monitored off usage from prior year and the weed board will be billed by Highway Dept. tank will be placed on ground for spraying season and stored in appropriate area during off season.
3. Greenhead spraying (Chris Mallard) and I have had a meeting to go over this year's application, he has all SDS labels for chemical being applicated.
4. All weed control at Burleigh County shops will be handled by our contracted sprayer through BCWB. (Wing, Sterling, Wilton, Bismarck)
5. I worked with Highway Dept. as needed over the past winter (welding shop, work on equipment, placing flags and signs, ext.)

In closing I want to let the people of Burleigh County to know that we have a great group of people working for the good of the county. (engineers, supervisors, office personal, all who make it work)

## **Questions:**

Thank you and take care; Daron Johnson BCWO

**COUNTY**

**COMMISSION**

**BURLEIGH COUNTY COMMISSION**  
**MEETING MINUTES**  
**May 4<sup>TH</sup>, 2026**

**5:15 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, 2<sup>nd</sup> by Comm. Bakken to approve the agenda. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.**

Motion by Comm. Bakken, 2<sup>nd</sup> by Comm. Munson to approve the April 20<sup>th</sup>, 2026 meeting minutes and the bills. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.**

Chairman Bitner opened the meeting to public comment.

- County Residents Curtis Jundt and Mike Carlson spoke.

Chairman Bitner closed the public comment segment.

Motion by Comm. Munson, 2<sup>nd</sup> by Comm. Bakken to approve the Richard & Connie Gebhart, Florence & Virgil Sailer, Lonnie & Sandra Fetzer, Donna & Billijo Link, Dorothy Simon; Rhonda & Lonell Dikoff, Donald & Arlo Thompson, Roger & Marlene Freitag, Debra Ketterling, Denise Goehring Bergquist abatements and the rest of the consent agenda in its entirety. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.**

Chairman Bitner opened a public hearing on the Off Highway Vehicle Ordinance:

- Commissioner Woodcox clarified portions of the proposed ordinance.
- County Residents Brian Fettig, Tom Fettig, Curtis Jundt, Cydny Meidinger, Annette Behm-Caldwell, and Michelle Jundt spoke on the subject.

Chairman Bitner closed the public hearing. Discussion was had. Motion by Comm. Munson, 2<sup>nd</sup> by Comm. Woodcox to adopt the amended Off Highway Vehicle Ordinance 23-01 which will create ordinance 26-01 with an effective date of May 15<sup>th</sup>, 2026. Commissioners Bakken, Munson, and Woodcox voted 'AYE'. Commissioner Schwab and Chairman Bitner voted 'NAY'. **Motion carried.**

Morton Township Chairman Daymon Mills presented a floodplain resolution which was amended, to include an indemnification clause, at the request of the Commission from the last meeting. Discussion was had.

Motion by Comm. Bakken, 2<sup>nd</sup> by Comm. Woodcox to approve the Morton Township floodplain resolution with the amendments of removing “previously” and modifying “exercised” to “exercises”. Commissioners Bakken and Woodcox voted ‘AYE’. Commissioners Munson, Schwab, and Chairman Bitner voted ‘NAY’. **Motion denied.** The Commission advised Mills to amend the resolution and bring it back to the next meeting.

Funatix Events General Manager Will Satler gave a presentation on the 250<sup>th</sup> Anniversary Celebration in which the County is participating.

Apex Engineering Vice President Mike Berg, project manager for the Hay Creek lift station and interceptor project, presented revisions to an existing sanitary sewer easement. Motion by Comm. Schwab, 2<sup>nd</sup> by Comm. Bakken to approve the revised easement. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted ‘AYE’. **Motion carried.**

Interim Finance Director Taylor Schmidt requested authorization to submit a claim for the Discover Merchant Settlement on behalf of the County. Motion by Comm. Bakken, 2<sup>nd</sup> by Comm. Munson to authorize the Interim Finance Director to submit a claim for the Discover Merchant Settlement on behalf of the County. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted ‘AYE’. **Motion carried.**

County Engineer Daniel Schriock presented a request to enter into contract for the Ponderosa Riverside Village Road improvement project. Motion by Comm. Woodcox, 2<sup>nd</sup> by Comm. Bakken to accept the low bid from Strata Corporation for \$434,830.20 for Project No. 0193 SAD #78 and authorize the proper County officials to enter into contracts with the bidder. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted ‘AYE’. **Motion carried.**

Engineer Schriock presented a request to enter into contract for Township gravel hauling for 2026. Motion by Comm. Bakken, 2<sup>nd</sup> by Comm. Munson to accept the low bid from WM D Scepaniak Inv. For \$395,000 for the Township Gravel Hauling for 2026 and authorize the proper County officials to enter into contracts with the bidder. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted ‘AYE’. **Motion carried.**

Engineer Schriock presented a request to accept a platted Right of Way. Motion by Comm. Bakken, 2<sup>nd</sup> by Comm. Schwab to accept the Right of Way shown on the JFP Foxhaven Subdivision Plat. Commissioners Bakken, Schwab, Woodcox, and Chairman Bitner voted ‘AYE’. Commissioner Munson voted ‘NAY’. **Motion carried.**

Engineer Schriock presented a pavement waiver request. Motion by Comm. Munson, 2<sup>nd</sup> by Comm. Bakken to grant Timothy & Mallory Klatte’s 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 Klatte Subdivision. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted ‘AYE’. **Motion carried.**

Chairman Bitner opened a public hearing for the vacation roadway Right of Way in Ponderosa Riverside Village Replat.

- County Residents Jeff & Kim Eslinger (Owners of the property) spoke on the subject.

Chairman Bitner closed the public hearing. Motion by Comm. Woodcox, 2<sup>nd</sup> by Comm. Munson to approve the vacation of roadway Right of Way in Ponderosa Riverside Village Replat. Commissioners Bakken, Munson, Schwab, and Woodcox voted 'AYE'. Chairman Bitner voted 'NAY'. **Motion carried.**

Engineer Schriock presented an appeal of a second approach permit request. Motion by Comm. Bakken, 2<sup>nd</sup> by Comm. Schwab to approve the second approach permit for Scott Berger. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.**

Engineer Schriock presented a request for permission to add Ziplly Fiber Pacific to the list of approved utility companies for permit issuance. Motion by Comm. Bakken, 2<sup>nd</sup> by Comm. Munson to approve adding Ziplly Fiber Pacific the list of approved utility companies for permit issuance. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.**

County Sheriff Kelly Leben presented a request to authorize the Sheriff's Department to accept a donation. Motion by Comm. Schwab, 2<sup>nd</sup> by Comm. Bakken to authorize the proper authorities to accept the donation between Burleigh County and Bismarck Veterans of Foreign Wars Post #1326. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.**

Commissioner Munson discussed the mowing quotes received for the Missouri Valley Complex and the low bid that was accepted then the vendor backed out. Motion by Comm. Munson, 2<sup>nd</sup> by Comm. Bakken to accept the second lowest bid from Knockout Land Management LLC. Commissioners Bakken, Munson, and Woodcox voted 'AYE'. Commissioner Schwab and Chairman Bitner voted 'NAY'. **Motion carried.**

Commissioner Munson started a discussion on fire restriction. He stated that North Dakota Parks and Recreation uses the Missouri Valley Complex for training and is requesting an exemption from the off highway vehicle fire restrictions. Comm. Munson said that the Corps of Engineers also requested an exemption for the Kimball Bottoms recreation area as it is an established off highway vehicle recreation area. He requested the discussion on Kimball Bottoms be placed on the next agenda.

Chairman Bitner thanked County Administrator/Emergency Manager Mary Senger on the completion and passing of the County's Mult-Hazard Mitigation Plan. Administrator Senger presented details of the Mitigation Plan, which was completed in-house, and the grant benefits to the County and cities within.

Chairman Bitner continued the discussion on the Garrison Diversion Conservancy District and the appeal process. Discussion was had. Motion by Comm. Schwab, 2<sup>nd</sup> by Comm. Bakken to proceed with filing an appeal regarding the County's petition to be removed from the Garrison Diversion Conservancy District being denied. Commissioners Bakken, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. Commissioner Munson voted 'NAY'. **Motion carried.**

No other business was had.

Meeting Adjourned.

**7:53 PM**

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Mark Splonskowski,  
County Auditor

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Brian Bitner,  
Chairman

DRAFT

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
26-212	Joan Bohne	2024	Country west XXI Block: 1 Lot 8	Error in property description	516,100	497,600
26-213	Joan Bohne	2025	Country west XXI Block: 1 Lot 8	Error in property description	545,400	526,900
26-216	Kristi Lynn Rajewsky	2025	Pebble Creek 4th Block: 10 Lot 9 of Auditors Lot B	Error in property description	294,200	261,700
26-217	Robert & Deandra Hunter	2024	Eagle Crest 2nd Block: 2 Lot 19	90% Disabled Veteran	725,300	684,800
26-218	Matthew Weigel	2024	Promised Land Block: 4 Lot 3	Error in property description	276,700	243,000
26-219	Matthew Weigel	2025	Promised Land Block: 4 Lot 3	Error in property description	278,200	244,500
26-227	Tiffany-Iris Heflin	2024	Sonnet Heights Subdivision Block: 11 Lot 2	50% Disabled Veteran	491,600	441,600
26-228	Tiffany-Iris Heflin	2025	Sonnet Heights Subdivision Block: 11 Lot 2	50% Disabled Veteran	517,200	467,200
26-233	Connie Mikkelsen	2025	Boulder Ridge 7th Addition 1st Replat Block: 6 Lot 7	50% Homestead Credit	456,800	356,800
26-234	Alice Reichenberger	2024	North Hills 9th Block: 1 Lot 3 of Lot C of Lots 1-2	50% Homestead Credit	249,500	149,500
26-235	Alice Reichenberger	2025	North Hills 9th Block: 1 Lot 3 of Lot C of Lots 1-2	50% Homestead Credit	274,400	174,400



**GAMING SITE AUTHORIZATION**  
 ND OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (4-2023)

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization  
**James KMcAleer AMVETS Post 20**

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location  
**Flash's Place**

Street <b>1401 Highway 83 NE</b>	City <b>Sterling</b>	ZIP Code <b>58572</b>	County <b>Burleigh</b>
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Beginning Date(s) Authorized <b>7/1/2026</b>	Ending Date(s) Authorized <b>6/30/2027</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>
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Specific location where games of chance will be conducted and played at the site (required)  
**Gaming will be conducted in the bar area excluding bathrooms**

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Bingo                             | <input type="checkbox"/> Club Special                             | <input type="checkbox"/> Sports Pools             |
| <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo           | <input type="checkbox"/> Tip Board                                | <input type="checkbox"/> Twenty-One               |
| <input type="checkbox"/> Raffles                                      | <input type="checkbox"/> Seal Board                               | <input type="checkbox"/> Poker                    |
| <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle               | <input type="checkbox"/> Punchboard                               | <input type="checkbox"/> Calcuttas                |
| <input type="checkbox"/> Pull Tab Jar                                 | <input type="checkbox"/> Prize Board                              | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device        | <input checked="" type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table        |
| <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device |   |   |

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

**INSTRUCTIONS:**

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

**RETURN ALL DOCUMENTS TO:**

Office of Attorney General  
 Licensing Section  
 600 E Boulevard Ave, Dept. 125  
 Bismarck, ND 58505-0040  
 Telephone: 701-328-2329 OR 800-326-9240



**RENTAL AGREEMENT**  
**OFFICE OF ATTORNEY GENERAL**  
**LICENSING SECTION**  
 SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) [Redacted]		Site Name <b>Flash's Place LLC</b>		Site Phone Number [Redacted]
Site Address <b>1401 Highway 83 NE</b>		City <b>Stering</b>	State <b>ND</b>	Zip Code <b>58572</b>
County <b>Burleigh</b>		Rental Period <b>7/1/2026</b> to <b>6/30/2027</b>		Monthly Rent Amount
Organization <b>James K McAleer AMVETS Post 20</b>				
1. Is Bingo going to be conducted at the site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
2. Is Twenty-One conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____				
Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				\$
3. Is Paddlewheels conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
Number of Tables _____ X Rent per Table \$ _____				
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$
Please Check: <input type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device				<b>400.00</b>
5. Are Electronic Pull-Tabs conducted at this site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$
If "Yes" please indicate the number of devices <u>8</u>				<b>1100.00</b>
Total Monthly Rent				\$ <b>1500.00</b>
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here: <input type="checkbox"/>				

**TERMS OF RENTAL AGREEMENT:**

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may not accept a cash prize, a cash voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor [Redacted]	Title <i>Owner</i>	Date <i>4-21-2024</i>
Signature of Lessee [Redacted]	Title <i>Commander</i>	Date <i>4-21-24</i>



**GAMING SITE AUTHORIZATION**  
 ND OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (4-2023)

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization  
**Matpac Wrestling Club, Inc.**

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location  
**Crossroads Tavern**

Street <b>1205 Northstar Drive</b>	City <b>Bismarck</b>	ZIP Code <b>58503</b>	County <b>Burleigh</b>
---------------------------------------	-------------------------	--------------------------	---------------------------

Beginning Date(s) Authorized <b>7/1/26</b>	Ending Date(s) Authorized <b>6/30/27</b>	Number of Twenty-One tables, if zero, enter "0" <b>2</b>
---	---	--

Specific location where games of chance will be conducted and played at the site (required)  
**Games will be conducted in bar area, excluding the restrooms.**

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

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1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

**RETURN ALL DOCUMENTS TO:**

Office of Attorney General  
 Licensing Section  
 600 E Boulevard Ave, Dept. 125  
 Bismarck, ND 58505-0040  
 Telephone: 701-328-2329 OR 800-326-9240



**RENTAL AGREEMENT**  
 OFFICE OF ATTORNEY GENERAL  
 LICENSING SECTION  
 SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) <del>XXXXXXXXXX</del> <b>OWNS LLC DBA: Crossroads Bar</b>		Site Name <b>Crossroads Tavern</b>		Site Phone Number <b>701-751-1189</b>	
Site Address <b>1205 Northstar Dr.</b>		City <b>Bismarck</b>	State <b>ND</b>	Zip Code <b>58503</b>	County <b>Burleigh</b>
Organization <b>Matpac Wrestling Club</b>		Rental Period <b>July 1 2026 to June 30 2027</b>		Monthly Rent Amount	
1. Is Bingo going to be conducted at the site?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$	
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$	
Number of Tables with wagers over \$5 <u>2</u> X Rent per Table \$ <u>300</u>				\$ <u>600</u>	
3. Is Paddlewheels conducted at this site? Number of Tables <u>1</u> X Rent per Table \$ <u>200</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ <u>200</u>	
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ <u>375</u> <sup>325 AK</sup>	
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices <u>10</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ <u>1250</u>	
Total Monthly Rent				\$ <u>2375</u> <sup>AK</sup>	
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>					

**TERMS OF RENTAL AGREEMENT:**

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance. The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>[Signature]</i>	Title <b>Managing Member</b>	Date <b>5-8-2026</b>
Signature of Lessee <i>[Signature]</i>	Title <b>President</b>	Date <b>5/11/26</b>

APPLICATION FOR LIQUOR LICENSE

Name of Applicant Jim Laduces Inc  
Apple Creek Country Club Classification of License E - \$1100.00

Primary Contact [Redacted] Phone [Redacted]

Address 8921 E Hwy 10 Bis. ND 58501 Date of Birth/Incorporation 1/1/06

Is this a renewal of liquor license? Yes X No \_\_\_\_\_

If yes, give date of original application 1/1/06

Check one of the following to indicate who is applying for the license:

- 1. A physical resident and citizen of the State of North Dakota; or
- 2. A domestic private corporation organized under the laws of the State of North Dakota with primary place of business in Burleigh County; or
- 3. A co-partnership, all members of which are over 21 years of age and residents and citizens of North Dakota.

Answer the number below (1, 2 or 3) which corresponds to the number checked above:

1. Name of applicant Jim Laduces  
 Residence 4616 Earhardt Lane Bismarck, ND 58504  
 Post Office Address PO Box 1611 Bismarck, ND 58502

2. List name, residence and post office address of all holding one or more percent of capital stock in Domestic, Private Corporation:

Name	Residence	P.O. Address	Percent
Jim Laduces	4616 Earhardt Lane Bis. ND 58504	PO Box 1611 Bis. ND 58502	100%

3. List name, residence and post office address of all co-partners:

Name	Residence	P.O. Address	Percent
------	-----------	--------------	---------

4. List the name and residence of anyone having a financial interest in the proposed enterprise:

Name	Residence	P. O. Address
Jim Ladouceur	4616 Ferhardt Lane Bis. ND 58504	

Date and type of any prior or present liquor business:

1/1/06 Class E - Apple Creek Country Club

Exact legal description of proposed enterprise: Country Club for golfing : Social purposes

Does building meet all state and local sanitation and safety requirements? Yes  No

Have you ever had a liquor license revoked or rejected by any authority? Yes  No

If yes, give date and details:

Have you ever been convicted of the violation of any local, state or Federal law regarding liquor:

Yes  No

If yes, give date and details:

Have you ever been charged with or convicted of any crime in this state (do not include minor traffic violations), or any other state, or under any Federal Law? Yes  No

If yes, give date and details:

List three business references, including one bank, and state briefly the nature and extent of business relations with each:

1. Acushnet Company - Golf Products
2. Taylormade Golf - Golf Products
3. Kirkwood Bank: Trust - Kara

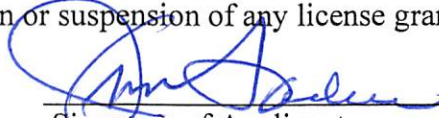
The following two items shall accompany this application:

1. The receipt from the County Treasurer indicating that the prescribed fee for the license has been deposited with the County Treasurer.
2. A statement from the County Treasurer indicating that all property taxes and special assessments of the applicant(s) have been paid.

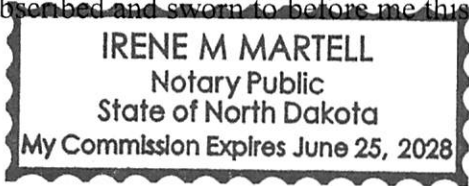
I hereby agree and consent that authorized officers or representatives of the County may enter the premises licensed at any time to inspect the same and records of the business, and hereby waive any and all rights under the Constitution of the United States or State of North Dakota, relative to searches and seizures without issuance or use of a search warrant, and agree that I will not claim such immunities, and that such search, inspection and seizure may be made at any time without a warrant.

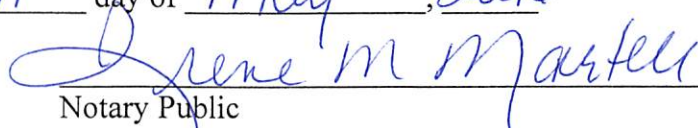
I also agree that should any of the information contained in this application change within the period of the license, if granted, that I will inform County officials immediately and furnish such details as may be requested by such officials concerning any such changes. I also agree that, should there be a change in ownership during the period of the license, prior approval of the Board of County Commissioners is required.

I further agree that any misrepresentation, false statement or omission in this application shall be grounds for rejection of said application or for revocation or suspension of any license granted.

  
 \_\_\_\_\_  
 Signature of Applicant

Subscribed and sworn to before me this 11 day of May, 2026



  
 \_\_\_\_\_  
 Notary Public

Recommend application be approved \_\_\_\_\_ denied \_\_\_\_\_

Reasons for negative recommendation  
 \_\_\_\_\_

\_\_\_\_\_  
 County Auditor

APPLICATION FOR LIQUOR LICENSE  
TOWNSHIP BOARD APPROVAL

To: Burleigh County Auditor

We, the Township Board of APPLE CREEK approve the  
(Name of Township)

application for a Type E Retail Liquor License for

JIM LASUCER INC. dba APPLE CREEK COUNTRY CLUB  
(Name of Establishment)

8921 E HWY 10 BISMARCK ND 58501  
(Address of Establishment)

owned by JIM LASUCER 4616 EARHART LANE BTS. ND 58504  
(Licensee) (Address)

[Signature]  
Chairman

[Signature]  
Member

[Signature]  
Member

ATTEST

[Signature]  
(Township Clerk)

05-08-2026  
(Date)

---

**RE: Annual Liquor License**

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From Kelly Leben <kleben@burleighsd.com>  
Date Mon 5/11/2026 4:03 PM  
To Berger, Diane <berger.diane@nd.gov>

\*\*\*\*\* **CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe. \*\*\*\*\*

Good to go!

KL

---

**From:** Berger, Diane <berger.diane@nd.gov>  
**Sent:** Monday, May 11, 2026 2:39 PM  
**To:** Kelly Leben <kleben@burleighsd.com>  
**Subject:** Annual Liquor License

Sheriff Leben, please review the attached Annual liquor license application for Apple Creek Country Club.  
Thank you.

*Diane Berger*

Administrative Assistant-Accounts Receivable  
Treasurer's Office  
Burleigh County  
701-712-6213 Ext.708  
[berger.diane@nd.gov](mailto:berger.diane@nd.gov)



BURLEIGH COUNTY CHECK REPLACEMENT  
(4-17)

Carefully read the AFFIDAVIT AND AGREEMENT; then sign it before a Notary Public.

When we receive the signed and notarized Affidavit and Agreement a duplicate payment will be issued and forwarded to you. In the event you recover possession of the original check, DO NOT CASH IT, please advise the Burleigh County Treasurer immediately. Our telephone number is (701) 222-6718.

MAIL THE SIGNED AND NOTARIZED AFFIDAVIT AND AGREEMENT TO:  
Burleigh County Treasurer, P.O. Box 5518, Bismarck, ND 58506-5518.

<u>NAME AND ADDRESS OF PAYEE:</u>	<u>ORIGINAL CHECK DETAIL:</u>
DEBRA LARSON	Check Date: 04/09/26
1306 TERRITORY DR	Check #: 137823
BISMARCK, ND 58503	Amount: \$2,826.54

AFFIDAVIT AND AGREEMENT

I execute this AFFIDAVIT AND AGREEMENT for the purpose of obtaining a duplicate payment from the County of Burleigh, North Dakota.

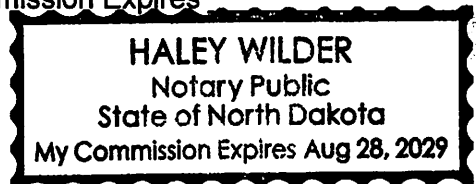
I hereby state under oath that the above-described check has never been presented to me for payment, nor transferred to any other person or persons, and the same is believed to have been lost or destroyed, and that I hereby request the County of Burleigh to issue a duplicate payment for said check.

I agree to indemnify, compensate, or make restitution to the County of Burleigh for any and all loss, damage and expense as a result of this issue of said new duplicate payment. If said original check alleged to have been lost or destroyed shall come into my possession, or under my control, I shall immediately return same to the Burleigh County Treasurer, PO Box 5518, Bismarck, ND 58506-5518, for cancellation. If the aforesaid check shall at any time be cashed or presented to the Burleigh County Auditor/Treasurer by me or transferred to another person by me and result in a loss to the County of Burleigh, I shall promptly reimburse the Burleigh County Auditor/Treasurer for any such loss.

Subscribed and sworn to before me:

Debra J. Larson  
Signature of Payee  
Date 5-12-26

Haley Wilder  
Notary Public - County of Burleigh  
My Commission Expires \_\_\_\_\_



(Seal)

\*\*\*\*\*  
Application approved by the Burleigh County Commission on \_\_\_\_\_, 20\_\_.  
Duplicate warrant # \_\_\_\_\_ issued this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Burleigh County Treasurer

\_\_\_\_\_  
Date

400-3121

RECEIVED  
HARRY WILDER  
Notary Public  
State of Ohio  
My Commission Expires 03/31/2009

**ITEM**

**# 7**

# PUBLIC HEARING

**BURLEIGH COUNTY, NORTH DAKOTA  
EDUCATION FACILITIES REVENUE BONDS  
(UNIVERSITY OF MARY PROJECT)  
SERIES 2026A**

**BOND RESOLUTION**

**RECITALS:**

1. Burleigh County, North Dakota (the "Issuer") is authorized pursuant to Chapter 40-57 of the North Dakota Century Code (the "Act") to issue its revenue bonds and loan the proceeds thereof to a nonprofit corporation for the purpose of providing education facilities and other revenue-producing facilities.

2. University of Mary, a North Dakota nonprofit corporation (the "University"), has requested the Issuer to issue its Education Facilities Revenue Bonds (University of Mary Project) Series 2026A (the "Bonds") in an amount not to exceed \$8,000,000 for the following purposes:

(a) to refund and refinance a short term bank loan issued on May 14, 2026, the proceeds of which will be used to currently refund and refinance the outstanding principal balance of the County's Education Facilities Revenue Bonds (University of Mary Project) Series 2016 (the "Refunding Project"), the proceeds of which were previously used to finance certain capital projects at the University's campus, located at 7500 University Drive, Bismarck, North Dakota (the "Campus"); and

(b) to finance certain costs of planning, permitting, constructing, improving, furnishing and/or equipping additional capital projects located on the Campus (the "Improvement Project"), including but not limited to (a) a new athletics complex and related master landscaping, (b) a new campus welcome center, (c) a new residence hall, (d) various functionally related and subordinate facilities, and (e) reimbursement of the University for certain costs previously incurred by the University with respect to the Improvement Project (the Refunding Project and the Improvement Project being collectively the "Project"); and

(c) to pay the costs of issuing the Bonds.

3. The Board of County Commissioners (the "County Commission") of Burleigh County, North Dakota (the "County") has, on May 18, 2026, held a public hearing following duly published notice thereof, at which all persons desiring to be heard were heard.

4. The Project is located in the County. The County intends to enter into an agreement to permit other counties and cities located outside of the County ("Other Issuers") to also issue bonds for the Project pursuant to Section 40-57-03, subsections (1) and (8) of the Act (the "Intergovernmental Agreement").

5. The County Commission has determined that the issuance of its Bonds to finance the Project would be in the public interest of the County and the impact and effect of the Bond issue upon existing industry and business would not result in an unfair advantage for the University to the substantial detriment of existing enterprises.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Burleigh County, North Dakota, as follows:

**ARTICLE ONE  
DEFINITIONS, LEGAL AUTHORIZATION AND FINDINGS**

**1.2. DEFINITIONS.** The terms used herein shall have the meaning as assigned to them in the Loan Agreement to be dated as of June 15, 2026 (or as of a date otherwise agreed to by the parties) (the "Loan Agreement"), between the Issuer and the University unless the context or use thereof indicates another or different meaning or intent.

All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Resolution not to any particular Article, Section or subdivision.

**1.3. LEGAL AUTHORIZATION.** The Issuer is a political subdivision duly organized under the Constitution and laws of the State of North Dakota and is authorized under the Act to issue and sell the Bonds for the purpose, in the manner and upon the terms and conditions set forth in the Act and in this Bond Resolution.

**1.4. FINDINGS.** The County Commission does hereby determine, as follows:

(a) the Issuer is authorized by the Act to enter into the Loan Agreement for the public purposes expressed in the Act;

(b) the Issuer has made the necessary arrangements with the University for the financing of the Project as more fully described in the Loan Agreement and which will be of the character and accomplish the purposes provided by the Act, and the Issuer hereby authorizes the financing of the Project and execution of the Loan Agreement, the Assignment of Loan Agreement, and the Bonds, which documents specify the terms and conditions for financing the Project;

(c) the financing provided under the Bonds is intended to, and will in the judgment of the County Commission, promote the public welfare by providing educational facilities to serve the students in the region;

(d) the amount estimated to be necessary to finance the costs of the Project will require the issuance of the Bonds by the Issuer in a principal amount not to exceed \$8,000,000, with an initial series in a principal amount not to exceed \$8,000,000, as hereinafter provided and the issuance of bonds by the Other Issuers in an aggregate principal amount not to exceed \$52,000,000. The Issuer and the Other Issuers propose to enter into the Intergovernmental Agreement;

(e) it is desirable, feasible and consistent with the objects and purposes of the Act to issue the Bonds for the purpose of financing the Project;

(f) the Bonds and the interest accruing thereon do not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory limitation

of indebtedness and do not constitute or give rise to a pecuniary liability or a charge against the general credit or taxing powers of the Issuer and neither the full faith and credit nor the taxing powers of the Issuer, is pledged for the payment of the Bonds or interest thereon; and

(g) in accordance with the Act, after due notice and publication thereof, a public hearing was conducted on the Project and the financing thereof, and persons in attendance wishing to speak regarding the Project and the financing thereof were given an opportunity to do so at the hearing.

**1.5. AUTHORIZATION AND RATIFICATION OF PROJECT.** The Issuer hereby authorizes the University, in accordance with the provisions of the Act and subject to the terms and conditions set forth in the Loan Agreement to provide for the acquisition, construction and equipping of the Project by such means as shall be available to the University and in the manner determined by the University, and without advertisement for bids as may be required for the construction and acquisition of municipal facilities; and the Issuer hereby ratifies, affirms, and approves all actions heretofore taken by the University consistent with and in anticipation of such authority.

## **ARTICLE TWO BONDS**

**2.1. AUTHORIZED AMOUNT AND FORM OF BONDS.** The Bonds issued pursuant to this Bond Resolution shall be in substantially the form on file with the County Administrator, with such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by Bond Counsel and the University prior to the execution thereof. The total principal amount of the Bonds that may be outstanding hereunder is expressly limited to \$8,000,000, unless a duplicate Bond is issued pursuant to Section 2.7.

**2.2. THE BOND TERMS.** The Bonds shall be issued in one or more series, dated as of the date of delivery, shall be payable at the times and in the manner, shall bear interest at the rates, and shall be subject to redemption and such other terms and conditions as are set forth therein, provided the initial interest rate shall not exceed 7.50% per annum. The Bonds shall mature not later than 27 years after the date of issuance. The Bonds shall bear interest at a fixed rate or a variable rate subject to adjustment as provided in the Bond. The Chair of the Board of County Commissioners (the "County Chairman") and the County Administrator are authorized to enter into a Bond Purchase Agreement with the Lender.

**2.3. EXECUTION.** The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signatures of the County Chairman or the County Administrator. In case any officer whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery. In the event of the absence or disability of the County Chairman or the County Administrator, such officers of the Issuer as may act on their behalf, shall without further act or authorization of the County Commission execute and deliver the Bonds.

**2.4. DELIVERY OF BONDS.** Before delivery of the Bonds there shall be filed with Bravera Bank, Bismarck, North Dakota (the "Lender") (except to the extent waived by the

Lender) the following items:

- (a) an executed copy of each of the following documents:
  - (i) this Bond Resolution;
  - (ii) the Loan Agreement; and
  - (iii) the Assignment of Loan Agreement,
- (b) the opinion of Bond Counsel as to the validity and tax exempt status of the Bonds;
- (c) such other documents and opinions as Bond Counsel may reasonably require for purposes of rendering its opinion required in subsection (b) above, or that the Lender may reasonably require for the closing.

**2.5. DISPOSITION OF BOND PROCEEDS.** Upon delivery of the Bonds, the Lender shall, on behalf of the Issuer, advance the proceeds of the Bonds in installments for payment of the cost of acquiring, constructing and equipping the Project, and paying costs of issuance of the Bonds in accordance with the provisions of the Loan Agreement.

**2.6. REGISTRATION OF TRANSFER.** The Issuer will cause to be kept at the office of the Lender a Bond Register in which, subject to such reasonable regulations as it may prescribe, shall provide for the registration of transfers of ownership of the Bonds. The Bonds shall be initially registered in the name of the Lender and shall be transferable upon the Bond Register by the registered owner in person or by its agent duly authorized in writing, upon surrender of the Bonds together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its duly authorized agent. Upon such transfer the Registrar shall note the date of registration and the name and address of the new owner in the Bonds Register and in the registration blank appearing on the Bonds.

**2.7. MUTILATED, LOST OR DESTROYED BONDS.** In case any Bond issued hereunder shall become mutilated or be destroyed or lost, the Issuer shall, if not then prohibited by law, cause to be executed and delivered, a new Bond of like outstanding principal amount, number and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond destroyed or lost, upon the Lender paying the reasonable expenses and charges of the Issuer in connection therewith, and in the case of a Bond destroyed or lost, the filing with the Issuer of evidence satisfactory to the Issuer with indemnity satisfactory to it. If the mutilated, destroyed or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

**2.8. OWNERSHIP OF BONDS.** The Issuer may deem and treat the person in whose name the Bond is last registered in the Bond Register and by notation on the Bond whether or not such Bond shall be overdue, as the absolute owner of such Bond for the purpose of receiving payment of or on account of the principal, redemption price or interest and for all other purposes whatsoever, and the Issuer shall not be affected by any notice to the contrary.

**2.9. LIMITATION ON BOND TRANSFERS.** The Bonds have been issued without registration under state or other securities laws, pursuant to an exemption for such issuance; and accordingly the Bonds may not be assigned or transferred in whole or part, nor may a participation interest in the Bonds be given pursuant to any participation agreement, except in accordance with an applicable exemption from such registration requirements.

**2.10. ISSUANCE OF NEW BONDS.** Subject to the provisions of Section 2.9, the Issuer shall, at the request and expense of the Lender, issue new Bonds in aggregate outstanding principal amount equal to that of the Bonds surrendered, and of like tenor except as to number and principal amount, and registered in the name of the Lender or such transferee as may be designated by the Lender.

**2.11. QUALIFIED TAX-EXEMPT OBLIGATIONS.** In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), the Issuer hereby makes the following factual statements and representations:

(a) based entirely upon representations of the University and Bond Counsel, the Bonds, when issued, will be "qualified 501(c)(3) bonds" under Section 145 of the Code;

(b) the Issuer hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than obligations described in clause (ii) of Section 265(b)(3)(C) of the Code) which have been or will be issued by the Issuer (and all entities whose obligations will be aggregated with those of the Issuer) during calendar year 2026 are not expected to exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the Issuer during calendar year 2026 have been designated for purposes of Section 265(b)(3) of the Code.

**ARTICLE THREE  
GENERAL COVENANTS**

**3.1. PAYMENT OF PRINCIPAL AND INTEREST.** The Issuer covenants that it will promptly pay or cause to be paid the principal of, premium, if any, and interest on the Bonds at the place and on the dates required, but solely from the source and in the manner provided herein and in the Bonds. The principal of, premium, if any, and interest are payable solely from and secured by revenues and proceeds derived from the Loan Agreement and the Assignment of Loan Agreement, which revenues and proceeds are hereby specifically pledged to the payment thereof in the manner and to the extent specified herein and in the Bonds and the Loan Agreement, and nothing in the Bonds or in this Bond Resolution shall be considered as assigning, pledging or otherwise encumbering any other funds or assets of the Issuer.

**3.2. PERFORMANCE OF ISSUER COVENANTS.** The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Bond Resolution, in the Bonds executed, authenticated and delivered hereunder and in all proceedings of the County Commission pertaining thereto; that it is duly authorized under the constitution and laws of the State of North Dakota including particularly and without limitation the Act, to issue the Bonds authorized hereby, pledge the revenues and assign the Loan Agreement in the manner and to the extent set forth in this Bond Resolution, the Bonds, the Loan Agreement and the Assignment of Loan Agreement; that all action on its part for the issuance of the Bonds and for the execution and delivery thereof has been duly and effectively taken; and that the Bonds in the hands of the Lender are and will be a valid and enforceable special limited obligation of the Issuer according to the terms thereof.

**3.3. ENFORCEMENT AND PERFORMANCE OF COVENANTS.** The Issuer agrees to enforce all covenants and obligations of the University under the Loan Agreement upon request of the Lender and being indemnified to the satisfaction of the Issuer for all expenses and claims arising therefrom, and to perform all covenants and other provisions pertaining to the Issuer contained herein and in the Bonds, the Loan Agreement and the Assignment of Loan Agreement, subject to Section 3.4.

**3.4. NATURE OF SECURITY.** Notwithstanding anything contained in the Bonds, the Loan Agreement or the Assignment of Loan Agreement to the contrary, under the provisions of the Act the Bonds may not be payable from or be a charge upon any funds of the Issuer other than the revenues and proceeds pledged to the payment thereof, nor shall the Issuer be subject to any liability thereon, nor shall the Bonds otherwise contribute or give rise to a pecuniary liability of the Issuer or any of the Issuer's officers, employees and agents. No holder of the Bonds shall ever have the right to compel any exercise of the taxing power of the Issuer to pay the Bonds or the interest thereon, or to enforce payment thereof against any property of the Issuer other than the revenues pledged under the Assignment of Loan Agreement; and the Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Issuer; and the Bonds shall not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitation of indebtedness; but nothing in the Act impairs the rights of the Lender to enforce the covenants made for the security thereof as provided in this Bond Resolution, the Loan Agreement and the Assignment of Loan Agreement, and in the Act, and the Issuer has made the covenants and agreements herein for the benefit of the Lender; provided that in any event, the agreement of the Issuer to perform or enforce the covenants and other provisions contained herein and in the Bonds, the Loan Agreement and the Assignment of Loan Agreement

shall be subject at all times to the availability of revenue under the Loan Agreement sufficient to pay all costs of such performance or the enforcement thereof, and the Issuer shall not be subject to any personal or pecuniary liability thereon.

#### **ARTICLE FOUR MISCELLANEOUS**

**4.1. SEVERABILITY.** If any provision of this Bond Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions of any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Bond Resolution contained shall not affect the remaining portions of this Bond Resolution or any part thereof.

**4.2. AUTHENTICATION OF TRANSCRIPT.** The officers of the Issuer are directed to furnish to Bond Counsel certified copies of this Bond Resolution and all documents referred to herein, and affidavits or certificates as to all other matters which are reasonably necessary to evidence the validity of the Bonds. All such certified copies, certificates and affidavits, including any heretofore furnished shall constitute recitals of the Issuer as to the correctness of all statements contained therein.

**4.3. AUTHORIZATION TO EXECUTE AGREEMENTS.** The proposed forms of the Loan Agreement, Assignment of Loan Agreement, Bonds, Bond Purchase Agreement and Intergovernmental Agreement are hereby approved in the form presented to the office of the County Administrator together with such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the Issuer's attorney prior to the execution of the documents, and the County Chairman and the City Administrator of the Issuer (collectively, the "Issuer Officers"), are authorized to execute the Loan Agreement, Assignment of Loan Agreement, Bonds, Bond Purchase Agreement and Intergovernmental Agreement in the name of and on behalf of the Issuer and such other documents as Bond Counsel considers appropriate in connection with the issuance of the Bonds. In the event of the absence or any disability of any of the Issuer Officers such officers of the Issuer as, in the opinion of the Issuer's attorney, may act in their behalf, shall without further act or authorization of the County Commission do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers. The execution of any instrument (including the Bonds) by the appropriate officer or officers of the Issuer herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms hereof.

**4.4. FUTURE AMENDMENTS.** The authority to approve, execute and deliver, on behalf of the Issuer, future amendments to financing documents entered into by the Issuer in connection with the issuance of the Bonds is hereby delegated to the County Chairman and the County Administrator, subject to the following conditions: (a) such amendments do not materially adversely affect the interests of the Issuer as the issuer of the Bonds; (b) such amendments do not contravene or violate any policy of the Issuer; (c) such amendments are

acceptable in form and substance to the Issuer's attorney or other counsel retained by the Issuer to review such amendments; and (d) the Issuer has received an opinion of bond counsel to the effect that the amendments will not adversely affect the tax-exempt character of interest on the Bonds. The authorization hereby given shall be further construed as authorization for the execution and delivery of such certificates and related items as may be required to demonstrate compliance with the agreements being amended and the terms of this Bond Resolution. The execution of any instrument by the County Chairman or the County Administrator, shall be conclusive evidence of the approval of such instruments in accordance with the terms hereof. In the absence of the County Chairman or the County Administrator, any instrument authorized by this paragraph to be executed and delivered may be executed by the officer of the Issuer authorized to act in their place and stead.

Adopted: May 18, 2026

**BURLEIGH COUNTY, NORTH DAKOTA**

**Attest:**

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
County Auditor

The governing body of the County acted on the foregoing resolution at a properly noticed meeting held in Bismarck, North Dakota, on May 18, 2026, with the motion for adoption made by \_\_\_\_\_ and seconded by \_\_\_\_\_ and the roll call vote on the motion was as follows:

- |                  |     |     |        |         |
|------------------|-----|-----|--------|---------|
| 1. Brian Bitner  | Aye | Nay | Absent | Abstain |
| 2. Steve Bakken  | Aye | Nay | Absent | Abstain |
| 3. Wayne Munson  | Aye | Nay | Absent | Abstain |
| 4. Steve Schwab  | Aye | Nay | Absent | Abstain |
| 5. Jerry Woodcox | Aye | Nay | Absent | Abstain |

**ITEM**

**# 8**



## CAPITALIZING ON NORTH DAKOTA’S POTENTIAL – BUILDING ITS FUTURE

Lewis & Clark Development Group (LCD Group) is a creative and impactful collaboration of four distinct entities, each serving a specialized role in North Dakota’s economic and community landscape. While they operate as independent organizations with their own boards of directors, together they are unified in expanding affordable housing, supporting small businesses, advancing community development, and capitalizing on North Dakota’s potential.

**Lewis & Clark Regional Development Council (RDC):** Lewis & Clark RDC is the engine of regional infrastructure and business expansion across Burleigh, Emmons, Grant, Kidder, McLean, Mercer, Morton, Oliver, Sheridan, and Sioux counties. It manages several revolving loan funds and provides critical grants for public improvements. Since its inception, the Lewis & Clark RDC has delivered over \$75 million in direct investment, leveraging hundreds of millions more to create thousands of jobs for North Dakotans.

**Lewis & Clark Certified Development Company (CDC):** As the statewide expert in small business financing, the Lewis & Clark CDC facilitates the SBA 504 loan program throughout North Dakota. By partnering with private-sector lenders, Lewis & Clark CDC helps growing businesses secure long-term, fixed-rate financing for major assets, such as land and buildings, ensuring local entrepreneurs have the stability they need to scale.

**CommunityWorks North Dakota (CWND):** The state's only NeighborWorks America-chartered organization, CWND is dedicated to the human side of development by revitalizing communities through affordable first- and second-mortgage financing for individuals, as well as financing for the pre-development and construction of multi-family housing. Its core purpose is to improve the standard of living for all residents.

**Lewis & Clark Property Management:** Established in 2020 to fill a critical market gap, LCPM ensures that affordable housing remains high-quality and sustainable. LCPM provides professional management services specializing in properties for seniors (55+) and income-qualified families. By protecting owners' investments and tenants' dignity, it ensures that "affordable" always means "excellent."



### BOARD OF DIRECTORS

As of January 1, 2026

**Executive Officers:**

- Steve Lee – President
- Sharon Jangula – Vice President
- Jim Neubauer – Secretary-Treasurer

**Burleigh County:**

- Wayne Munson
- Brenda Nagel
- Cammie Schock

**Emmons County:**

- Crystal Jahner
- Sharon Jangul
- Dan Materi

**Grant County:**

- Ronald Bartz
- Anton Zenker

**Kidder County:**

- William Bender
- Mark Sand

**McLean County:**

- Steve Lee
- Darwin Saari

**Mercer County:**

- Mark Pierce
- Steve Frovarp
- Wayne Hoffner

**Morton County:**

- Jackie Buckley
- Sherry Schmidt
- Steve Tomac

**Oliver County:**

- Deb Clarys
- Dave Berger
- John Lee

**Sheridan County:**

- Richard Bauer
- Alvin Burkhart
- Lynnette Fox

**Sioux County:**

- Ervin Knuth
- Ken Snider

**City of Bismarck:**

Anne Cleary

**City of Mandan:**

Jim Neubauer

**Minority Representative:**

Dr. Leander “Russ” McDonald

**Local Development Corp:**

Buster Langowski

**Standing Rock Reservation:**

Jesi Shanley

# EVOLVING WITH THE TIMES, EXPANDING OUR REACH

This past year, Lewis & Clark Development Group reached a historic milestone: surpassing \$1 billion in total project impact across North Dakota.

While that number is staggering, its true value isn't found on a balance sheet — it is found in the stories of the entrepreneurs, families, and communities we serve as well as the new programs we offer to meet North Dakota's evolving needs:

**Veterans & Small Businesses:** We now offer the VetLoan Advantage program, which provides specialized SBA 504 loan discounts to help active-duty military members, veterans, and their spouses start and expand small businesses.

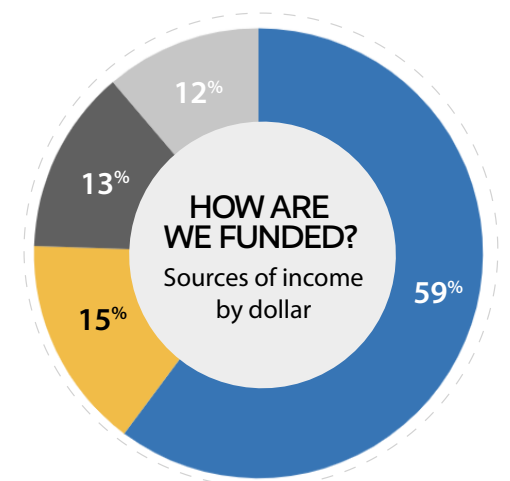
**Food Security:** Our Northern Plains Food Infrastructure Fund is providing critical capital to expand meat-processing operations across North Dakota. Amid rising meat prices, NPFIF is expanding consumer choice and benefiting local producers.

**Expanding Quality Housing:** Through our property management services, DREAM Fund, and EP2 programs, we are providing the foundation for quality housing throughout North Dakota. Our strategic partnerships with developers and housing partners are helping to address our state's housing challenges.

North Dakota is changing, and LCD Group is evolving with the times by expanding our team and sharpening our focus to remain North Dakota's leading development partner for those in the public, private, and nonprofit sectors who, like us, are building an even more prosperous and stable state for all our residents.

## Fiscal Year 2025 Clients & Projects

Client / Project	City	Program	Amount	Jobs
RG Rentals LLC	Bismarck	NDOF	\$ 170,000.00	—
Mustard Seed LLC	Bismarck	NDOF	\$ 14,288.29	1.00
Kids in Motion Pediatric Therapy & Wellness	Mandan	CDC	\$ 1,324,000.00	25.00
ND Malting & Hops Inc	Williston	CDC	\$ 2,648,000.00	10.00
Kids in Motion Pediatric Therapy & Wellness	Mandan	CRLF	\$ 82,471.67	—
KO Safety Services LLC	Williston	CDC	\$ 634,000.00	12.00
Optimum Therapies of North Dakota, Inc.	Bismarck	CDC	\$ 1,033,000.00	14.00
Bed N Biscuit Ranch LLC	Bismarck	NDOF	\$ 24,393.59	2.00
Titan Energy Services, LLC	Dickinson	NDOF	\$ 250,000.00	—
Wolverine Construction, LLC	Alexander	NDOF	\$ 38,512.85	—
Four Sisters LLC	Fargo	NDOF	\$ 82,679.07	—
Sabertooth Electric	Bismarck	NDOF	\$ 15,701.15	7.00
Safe Dig Services, LLC	Watford City	NDOF	\$ 46,886.02	—
Badlands Contracting, LLC	Watford City	NDOF	\$ 37,158.75	—
Great Plains Restorative Services, LLC	Bismarck	SERVICING	\$ 86,567.45	—
Knutson Companies	Bismarck	SERVICING	\$ 107,692.30	—
Automotive Parts Headquarters, Inc.	Fargo	NDOF	\$ 53,080.20	—
Medicine Shop Pharmacy	Bismarck	CRLF	\$ 97,405.41	21.00
Daniel Hogfoss LLC	Horace	NDOF	\$ 37,744.32	4.00
RKAK Realty & Property Management Inc	Fargo	NDOF	\$ 19,126.15	—
Northland Health Partners Community Health Center	Turtle Lake	CRLF	\$ 48,523.44	—
YMCA of the Northern Sky	Fargo	NDOF	\$ 85,530.92	768.00
Catuli Academy LLC	Watford City	NDOF	\$ 16,428.58	6.00
Bountiful Trucking LLC	Bismarck	NDOF	\$ 600,000.00	24.00
Beyond Boundaries Occupational Therapy, Inc.	Fargo	NDOF	\$ 105,924.06	—
Larsen Crop Insurance Services LLC	Crosby	CDC	\$ 116,000.00	3.00
701 Chophouse	Williston	CDC	\$ 557,000.00	50.00
Joule Electric LLC	Williston	CDC	\$ 504,000.00	40.00
Sleep Inn & Suites	Fargo	CDC	\$ 1,615,000.00	18.50
Dakota Kustomz LLC	Mandan	IRPIII	\$ 83,587.13	46.00
Bismarck Eyecare, P.C.	Bismarck	CDC	\$ 254,000.00	4.00
369 Electric LLC	Bismarck	CRLF	\$ 9,591.44	2.00
Redline Plumbing Heating and Air LLC	Mandan	IRPIV	\$ 18,715.33	—
Wilton MHP, LLC	Wilton	SERVICING	\$ 37,637.50	—
Planningteam, Inc.	Bismarck	DEF	\$ 78,513.89	—
The Dock Bar & Grill, LLC	Linton	IRPII	\$ 4,456.92	6.00
Southpointe Service Center, Inc.	Fargo	NDOF	\$ 38,633.17	1.00
Eco Sanitation LLC	Bismarck	DEF	\$ 103,272.51	28.00
Superior Real Estate	Bismarck	SERVICING	\$ 250,179.58	—
RG Rentals, LLC	Bismarck	NDOF	\$ 61,164.00	—
JCR Excavating LLC	Williston	CDC	\$ 698,000.00	10.00
<b>TOTAL</b>			<b>\$ 12,110,689.52</b>	<b>507.50</b>



- **Interest Income: 59%**
- **Services Rendered: 15.3%**
- **Operational Grant Income: 13.5%**
- **Dues Income: 11.7%**

## 2025 Lewis & Clark RDC Financial Report

<b>Revenue:</b>	
- Interest:	\$ 895,031
- Services:	\$ 229,593
- Dues:	\$ 176,017
- Grant Income - Restricted for Lending:	\$ 1,251,167
- Grant Income - For Operations:	\$ 202,633

**Total Revenues: \$ 2,754,441**

<b>Expenditures:</b>	
- Personnel:	\$ 679,895
- Indirect / Support:	\$ 134,534
- Bad Debt / Loan Loss Reserve:	(\$ 3,500)
- Professional Fees:	\$ 30,497
- Dues, Seminars, Training:	\$ 17,706
- Supplies, Equipment:	\$ 20,802
- Interest:	\$ 13,958
- Marketing:	\$ 8,312
- Travel:	\$ 5,935
- Principal Debt Service:	\$ 109,986
- Other:	\$ 3,754
<b>Total Expenditures:</b>	<b>\$ 1,021,879</b>

**Excess of Revenue Over (Under) Expenditures: \$1,732,562**



Combined Impact on Burleigh County

1990 through September 30, 2025

<b>TOTAL IMPACT</b>									
	<b>All Grant/Loan</b>	<b>Leverage</b>	<b>All Total</b>	<b>Jobs</b>	<b>Units</b>	<b>Projects</b>	<b>Annual Dues</b>	<b>RLF Fees</b>	<b>Total Paid</b>
<b>Combined Totals</b>	<b>\$ 57,199,369</b>	<b>\$ 200,114,521</b>	<b>\$ 257,313,890</b>	<b>989</b>	<b>768</b>	<b>444</b>	<b>\$1,545,984</b>	<b>\$78,300</b>	<b>\$1,624,284</b>
<b>Return on Investment</b>	<b>\$35.22</b>		<b>\$158.42</b>						

<b>Lewis and Clark Regional Development Council</b>									
Type/Project	LCRDC Grant/Loan Dollars	Other Dollars Leveraged	Total Dollars Impact	Jobs Created/Saved	Homes/Housing Units	Number Projects Benefiting	County Annual Dues Paid	RLF Fees Paid	All Local/County Paid
Economic Development	\$ 37,087,638	\$ 100,492,629	\$ 137,580,267	989	0	162			
Housing	\$ 1,271,760	\$ 37,124	\$ 1,308,884	0	150	8			
Planning/Other	\$ 22,500	\$ 96,528	\$ 119,028	0	0	3			
Public Facilities	\$ 3,445,509	\$ 2,348,690	\$ 5,794,199	0	0	29			
<b>ALL TOTAL</b>	<b>\$ 41,827,407</b>	<b>\$ 102,974,971</b>	<b>\$ 144,802,378</b>	<b>989</b>	<b>150</b>	<b>202</b>	<b>\$1,545,984</b>	<b>\$21,300</b>	<b>\$1,567,284</b>
<b>Return on Investment</b>	<b>\$26.69</b>		<b>\$92.39</b>						

(Return to the county per each \$1 contributed)

<b>CommunityWorks North Dakota</b>									
Type/Project	CWND Grant/Loan Dollars	Other Dollars Leveraged	Total Dollars Impact	Jobs Created/Saved	Homes/Housing Units	Number Projects Benefiting	County Annual Dues Paid	RLF Fees Paid	Total County Paid
Single Family Homes	\$ 9,250,020	\$ 23,383,917	\$ 32,633,937		232	232			
Multi-Family Projects	\$ 6,121,941	\$ 73,755,633	\$ 79,877,574		386	10			
<b>ALL TOTAL</b>	<b>\$ 15,371,962</b>	<b>\$ 97,139,550</b>	<b>\$ 112,511,511</b>		<b>618</b>	<b>242</b>	<b>0</b>	<b>\$57,000</b>	<b>\$57,000</b>
<b>Return on Investment</b>	<b>\$269.68</b>		<b>\$1,973.89</b>						

(Return to the county per each \$1 contributed)

## LEWIS AND CLARK REGIONAL DEVELOPMENT COUNCIL

PROJECT NAME	YEAR	P.T.	CITY	GRANT/LOAN AMT	JOBS	HOUSING UNITS	PROJECT COST	PRIVATE SECTOR INVESTMENT
<b>GRAND TOTAL</b>				<b>\$ 41,827,407.34</b>	<b>988.5</b>	<b>150</b>	<b>\$ 144,802,378.38</b>	<b>\$102,974,971.04</b>
RG Rentals, LLC	9/15/2025	ED	Bismarck	\$ 61,164.00	-		\$ 61,164.00	\$ -
Superior Real Estate	9/5/2025	ED	Bismarck	\$ 250,179.58	-		\$ 250,179.58	\$ -
Eco Sanitation LLC	8/25/2025	ED	Bismarck	\$ 103,272.51	28.00		\$ 3,845,064.27	\$ 3,741,791.76
Planningteam, Inc.	7/23/2025	ED	Bismarck	\$ 78,513.89	-		\$ 3,700,242.44	\$ 3,621,728.55
Wilton MHP, LLC	7/10/2025	ED	Wilton	\$ 37,637.50	-		\$ 37,637.50	\$ -
369 Electric LLC	6/17/2025	ED	Bismarck	\$ 9,591.44	2.00		\$ 282,304.07	\$ 272,712.63
Bismarck Eyecare, P.C.	6/11/2025	ED	Bismarck	\$ 254,000.00	4.00		\$ 614,000.00	\$ 360,000.00
Bountiful Trucking LLC	2/14/2025	ED	Bismarck	\$ 600,000.00	24.00		\$ 1,714,548.55	\$ 1,114,548.55
Medicine Shop Pharmacy	1/2/2025	ED	Bismarck	\$ 97,405.41	21.00		\$ 2,643,301.20	\$ 2,545,895.79
Great Plains Restorative Services, LLC	12/17/2024	ED	Bismarck	\$ 86,567.45	-		\$ 86,567.45	\$ -
Knutson Companies	12/17/2024	ED	Bismarck	\$ 107,692.30	-		\$ 107,692.30	\$ -
Sabertooth Electric	12/10/2024	ED	Bismarck	\$ 15,701.15	7.00		\$ 494,860.39	\$ 479,159.24
Bed N Biscuit Ranch LLC	11/15/2024	ED	Bismarck	\$ 24,393.59	2.00		\$ 795,479.93	\$ 771,086.34
Optimum Therapies of North Dakota, Inc.	11/13/2024	ED	Bismarck	\$ 1,033,000.00	14.00		\$ 2,563,100.00	\$ 1,530,100.00
Mustard Seed LLC	10/15/2024	ED	Bismarck	\$ 14,288.29	1.00		\$ 825,829.45	\$ 811,541.16
RG Rentals LLC	10/9/2024	ED	Bismarck	\$ 170,000.00	-		\$ 1,860,214.46	\$ 1,690,214.46
P&B Transportation	9/17/2024	ED	Bismarck	\$ 46,970.28	2.00		\$ 1,834,200.80	\$ 1,787,230.52
Elsberry & Shively, PC	8/26/2024	ED	Bismarck	\$ 22,645.29	-		\$ 739,700.85	\$ 717,055.56
Silo Salon	7/29/2024	ED	Bismarck	\$ 57,436.04	2.00		\$ 2,885,102.05	\$ 2,827,666.01
Lady J's Catering	7/16/2024	ED	Bismarck	\$ 18,486.66	3.00		\$ 842,818.97	\$ 824,332.31
Chambers & Blohm Psychological Services P.C.	6/28/2024	ED	Bismarck	\$ 8,464.13	10.00		\$ 571,868.66	\$ 563,404.53
Blue Haven Kids Academy, LLC	5/15/2024	ED	Bismarck	\$ 18,866.88	37.00		\$ 1,170,451.77	\$ 1,151,584.89
Bis-Man Chiropractic & Acupuncture	3/13/2024	ED	Bismarck	\$ 1,378,000.00	7.00		\$ 3,607,300.00	\$ 2,229,300.00
Brick Oven Bakery	3/12/2024	ED	Bismarck	\$ 43,000.00	24.00		\$ 431,800.00	\$ 388,800.00
U Call I Haul, LLC	2/14/2024	ED	Bismarck	\$ 387,000.00	2.00		\$ 979,682.00	\$ 592,682.00
Old Ten Bar & Grill	1/17/2024	ED	Bismarck	\$ 1,381,000.00	27.00		\$ 3,356,702.00	\$ 1,975,702.00
Bis-Man Chiropractic & Acupuncture	12/28/2023	ED	Bismarck	\$ 33,200.00	-		\$ 33,200.00	\$ -
Old Ten Bar & Grill	12/10/2023	ED	Bismarck	\$ 52,964.95	-		\$ 52,964.95	\$ -
DK Orthodontics	10/11/2023	ED	Bismarck	\$ 1,156,000.00	7.00		\$ 2,808,000.00	\$ 1,652,000.00
Brick Oven Bakery	9/27/2023	ED	Bismarck	\$ 103,000.00	20.00		\$ 330,000.00	\$ 227,000.00
Pro Marine	8/30/2023	ED	Bismarck	\$ 242,530.00	-		\$ 242,530.00	\$ -
Pro Marine	8/30/2023	ED	Bismarck	\$ 86,901.34	7.00		\$ 2,236,591.54	\$ 2,149,690.20
The One Stop Diesel Stop	7/25/2023	ED	Lincoln	\$ 46,352.18	3.00		\$ 1,252,471.97	\$ 1,206,119.79
DK Orthodontics	6/1/2023	ED	Bismarck	\$ 35,195.51	-		\$ 35,195.51	\$ -
U Call I Haul, LLC	6/1/2023	ED	Bismarck	\$ 20,582.53	-		\$ 20,582.53	\$ -
Rocks and Blocks Landscaping	03/15/2023	ED	Bismarck	\$ 793,000.00	11.00		\$ 1,925,000.00	\$ 1,132,000.00
Green Food 2 Go, Inc.	11/30/2022	ED	Bismarck	\$ 35,019.71	14.00		\$ 1,185,461.71	\$ 1,150,442.00
Dakota Concepts, LLC	09/02/2022	ED	Bismarck	\$ 10,439.30	6.00		\$ 458,326.52	\$ 447,887.22
CK Properties	2022	ED	Bismarck	\$ 105,698.24	-		\$ 105,698.24	\$ -
2 Vets Moving	2022	ED	Bismarck	\$ 20,401.72	-		\$ 1,224,768.72	\$ 1,204,367.00
Bisman Food Coop	2022	ED	Bismarck	\$ 50,000.00	-		\$ 50,000.00	\$ -
Culvers of Bismarck	2022	ED	Bismarck	\$ 59,622.03	-		\$ 59,622.03	\$ -
Dream Center of Bismarck	2022	ED	Bismarck	\$ 72,770.30	-		\$ 2,907,494.95	\$ 2,834,724.65
Fort Abraham Lincoln Foundation	2022	ED	Bismarck	\$ 36,544.48	68.00		\$ 1,685,404.48	\$ 1,648,860.00
Rocks and Blocks	2022	ED	Bismarck	\$ 250,000.00	-		\$ 250,000.00	\$ -
Envision Pools and Outdoor Living	2022	ED	Bismarck	\$ 218,875.00	4.00		\$ 515,000.00	\$ 296,125.00
Envision Pools and Outdoor Living	2022	ED	Bismarck	\$ 212,500.00	-		\$ 500,000.00	\$ 287,500.00
Rocks and Blocks	2022	ED	Bismarck	\$ 236,000.00	-		\$ 1,620,000.00	\$ 1,384,000.00
Gratitude, LLC	2021	ED	Bismarck	\$ 18,912.71	19.00		\$ 813,156.71	\$ 794,244.00
Culvers of Bismarck	2021	ED	Bismarck	\$ 940,000.00	10.00		\$ 3,824,707.00	\$ 2,884,707.00
The Hair Academy	2021	ED	Bismarck	\$ 14,910.03	16.00		\$ 720,424.03	\$ 705,514.00
Abra Auto Body & Glass	2021	ED	Bismarck	\$ 659,000.00	4.00		\$ 1,620,800.00	\$ 961,800.00
PAWZ Enrichment Center	2021	ED	Bismarck	\$ 277,000.00	3.00		\$ 775,000.00	\$ 498,000.00
Circle C Enterprises	2020	ED	Baldwin	\$ 387,000.00	13.00		\$ 935,050.00	\$ 548,050.00
Maximum Detailing & Fabrication	2020	ED	Bismarck	\$ 50,000.00	4.00		\$ 50,000.00	\$ -
NAPA Auto Parts	2020	ED	Bismarck	\$ 50,000.00	5.00		\$ 50,000.00	\$ -
Noodle Zip	2020	ED	Bismarck	\$ 50,000.00	10.00		\$ 50,000.00	\$ -
Solid Rock Music	2020	ED	Bismarck	\$ 6,895.57	2.00		\$ 6,895.57	\$ -
Embrace Wellness	2020	ED	Bismarck	\$ 277,000.00	6.00		\$ 763,300.00	\$ 486,300.00
Solid Rock Music	2020	ED	Bismarck	\$ 120,000.00	3.00		\$ 325,500.00	\$ 205,500.00
Keys Please Properties LLC	2020	ED	Bismarck	\$ 35,174.54	-		\$ 35,174.54	\$ -
Parkway Property Management	2020	ED	Bismarck	\$ 223,000.00	6.00		\$ 535,000.00	\$ 312,000.00
Embrace Wellness Vitality Wellness Group LLC	2020	ED	Bismarck	\$ 14,753.89	-		\$ 14,753.89	\$ -
Wing Chemical Feed Building	2020	PF	Wing	\$ 107,595.00	-		\$ 405,500.00	\$ 297,905.00
JB Lozensky Properties LLP	2019	ED	Bismarck	\$ 39,626.79	-		\$ 605,000.00	\$ 565,373.21
Arnold, Steven & Michele	2019	ED	Bismarck	\$ 15,400.00	18.00		\$ 672,988.00	\$ 657,588.00
DLAH Properties	2019	ED	Bismarck	\$ 107,560.00	15.00		\$ 4,342,709.00	\$ 4,235,149.00
Gillund, Christopher & Ben	2019	ED	Bismarck	\$ 45,000.00	7.00		\$ 90,000.00	\$ 45,000.00
Solid Rock Music	2019	ED	Bismarck	\$ 35,000.00	2.00		\$ 100,000.00	\$ 65,000.00
Solid Rock Music	2019	ED	Bismarck	\$ 2,768.50	-		\$ 2,768.50	\$ -
Solid Rock Music Markel, Matthew and Carlee	2019	ED	Bismarck	\$ 113,925.00	-		\$ 113,925.00	\$ -
Rocks and Blocks	2019	ED	Bismarck	\$ 306,000.00	5.00		\$ 842,750.00	\$ 536,750.00
Laughing Sun Brewing Company	2018	ED	Bismarck	\$ 103,336.92	6.00		\$ 1,153,336.92	\$ 1,050,000.00
North Dakota Safety Council	2018	ED	Bismarck	\$ 106,014.50	-		\$ 106,014.50	\$ -
Centennial Collision and Repair	2018	ED	Bismarck	\$ 441,000.00	7.00		\$ 1,225,102.28	\$ 784,102.28
Gieser Utility Contracting	2018	ED	Menoken	\$ 279,000.00	1.00		\$ 675,000.00	\$ 396,000.00
Clouse Veer Daycare Rental	2017	ED	Bismarck	\$ 20,900.00	14.00		\$ 465,900.00	\$ 445,000.00
Buffalo Wings & Rings	2017	ED	Bismarck	\$ 1,392,000.00	22.00		\$ 3,398,160.96	\$ 2,066,160.96
Glance Spa & Salon, Inc.	2017	ED	Bismarck	\$ 299,000.00	22.00		\$ 725,000.00	\$ 426,000.00
Kinderkidz Learning Center	2017	ED	Bismarck	\$ 330,000.00	23.00		\$ 801,301.88	\$ 471,301.88
Bisman Food Coop	2016	ED	Bismarck	\$ 300,000.00	30.00		\$ 2,577,000.00	\$ 2,277,000.00
Glance Spa & Salon, Inc.	2016	ED	Bismarck	\$ 290,000.00	-		\$ 290,000.00	\$ -
Lucky Ducks	2016	ED	Bismarck	\$ 249,000.00	-		\$ 656,880.00	\$ 407,880.00
MS Ops, Inc.	2016	ED	Bismarck	\$ 300,000.00	35.00		\$ 4,372,750.00	\$ 4,072,750.00
Greenlight Systems, LLC	2016	ED	Bismarck	\$ 322,000.00	5.00		\$ 777,695.68	\$ 455,695.68
Juniper, LLC	2016	ED	Bismarck	\$ 777,000.00	15.00		\$ 1,884,000.00	\$ 1,107,000.00
Lucky Ducks ND, LLC	2016	ED	Bismarck	\$ 1,116,000.00	18.00		\$ 2,723,359.78	\$ 1,607,359.78
Spaces Inc.	2016	ED	Bismarck	\$ 281,000.00	3.00		\$ 676,000.00	\$ 395,000.00
Towing & Recovery Specialists, Inc.	2016	ED	Bismarck	\$ 1,580,000.00	5.00		\$ 5,008,734.07	\$ 3,428,734.07
Advanced Fleet Services	2015	ED	Bismarck	\$ 110,383.60	-		\$ 110,383.60	\$ -
Juniper, LLC NodMor LLC / Juniper Archeological	2015	ED	Bismarck	\$ 199,053.60	-		\$ 199,053.60	\$ -
Little Einsteins	2015	ED	Bismarck	\$ 7,046.55	-		\$ 7,046.55	\$ -
Lucky Ducks	2015	ED	Bismarck	\$ 1,000,000.00	-		\$ 1,000,000.00	\$ -
Advanced Fleet Services	2015	ED	Bismarck	\$ 837,000.00	12.00		\$ 2,030,000.00	\$ 1,193,000.00
Humpback Sally's	2015	ED	Bismarck	\$ 987,000.00	17.00		\$ 2,738,806.00	\$ 1,751,806.00
Little Einsteins	2015	ED	Bismarck	\$ 497,000.00	31.00		\$ 1,375,096.00	\$ 878,096.00
Northland Concrete	2014	ED	Bismarck	\$ 75,000.00	1.00		\$ 150,000.00	\$ 75,000.00
Affinity Global Patricia Levinson and Brent Levinson	2014	ED	Bismarck	\$ 982,025.89	-		\$ 982,025.89	\$ -
Affinity Global Patricia Levinson and Brent Levinson	2014	ED	Bismarck	\$ 425,000.00	-		\$ 4,693,482.00	\$ 4,268,482.00
B&N Ralph, LLC	2014	ED	Bismarck	\$ 50,000.00	19.00		\$ 249,722.00	\$ 199,722.00
Depot Properties, LLC	2014	ED	Bismarck	\$ 1,000,000.00	-		\$ 1,000,000.00	\$ -
EBSIA, LLC	2014	ED	Bismarck	\$ 470,686.34	-		\$ 470,686.34	\$ -

Juniper, LLC NodMor LLC / Juniper Archeological	2014	ED	Bismarck	\$	554,546.40			\$	554,546.40	\$	-
Little Einsteins	2014	ED	Bismarck	\$	474,237.20			\$	474,237.20	\$	-
Little Einsteins	2014	ED	Bismarck	\$	29,475.00			\$	29,475.00	\$	-
Lucky Ducks	2014	ED	Bismarck	\$	198,702.00			\$	198,702.00	\$	-
Shri Properties, LLC dba Super 8 (1)	2014	ED	Bismarck	\$	510,000.00			\$	510,000.00	\$	-
Affinity Global (Levinson)	2014	ED	Bismarck	\$	1,131,000.00	17.00		\$	2,746,636.08	\$	1,615,636.08
Depot Properties	2014	ED	Bismarck	\$	1,030,000.00	16.00		\$	2,500,000.00	\$	1,470,000.00
EBSIA - Once upon a child	2014	ED	Bismarck	\$	486,000.00	16.00		\$	1,176,715.00	\$	690,715.00
Lucky Ducks	2014	ED	Bismarck	\$	207,000.00	30.00		\$	567,721.00	\$	360,721.00
Padilla, Chris & Gina	2014	ED	Bismarck	\$	147,000.00	1.00		\$	400,000.00	\$	253,000.00
Wing Theatre	2014	ED	Wing	\$	20,000.00	1.00		\$	50,609.00	\$	30,609.00
Northland Concrete	2013	ED	Bismarck	\$	25,000.00			\$	50,000.00	\$	25,000.00
Advanced Fleet Services Terrence and Diane Ste	2013	ED	Bismarck	\$	701,616.40			\$	701,616.40	\$	-
Annex 208, Corp	2013	ED	Bismarck	\$	10,000.00	1.00		\$	33,000.00	\$	23,000.00
Nardello's LLP	2013	ED	Bismarck	\$	50,000.00	5.00		\$	200,000.00	\$	150,000.00
ND Boutiques dba Right on Broadway	2013	ED	Bismarck	\$	20,000.00	1.00		\$	65,000.00	\$	45,000.00
Shri Properties, LLC dba Super 8	2013	ED	Bismarck	\$	1,000,000.00	20.00		\$	5,100,000.00	\$	4,100,000.00
Lincoln Lagoon Repairs	2013	PF	Lincoln	\$	50,000.00			\$	50,000.00	\$	-
Top Gun Powerwashing	2013	ED	Lincoln	\$	120,000.00	5.00		\$	330,000.00	\$	210,000.00
Capitol Avenue Business Center	2012	ED	Bismarck	\$	388,000.00	8.00		\$	1,010,000.00	\$	622,000.00
Zoeller, Larine	2012	ED	Bismarck	\$	5,000.00	1.00		\$	5,000.00	\$	-
Nodak Industrial Chemical, LLC	2011	ED	Menoken	\$	21,000.00	1.00		\$	50,315.00	\$	29,315.00
Backhaus, Greg	2011	ED	Menoken	\$	5,000.00	1.00		\$	22,000.00	\$	17,000.00
Willow Creek Lawn and Landscaping	2011	ED		\$	120,000.00	6.00		\$	456,000.00	\$	336,000.00
American Machine and Engineering	2010	ED		\$	40,000.00	3.00		\$	230,000.00	\$	190,000.00
Saner, Angella dba Angella's Hands	2009	ED	Bismarck	\$	5,000.00	1.00		\$	15,000.00	\$	10,000.00
Robi's Repair, Inc.	2009	ED	Wilton	\$	57,000.00	3.00		\$	475,625.00	\$	418,625.00
Robi's Repair, Inc.	2009	ED	Wilton	\$	18,000.00			\$	18,000.00	\$	-
Wing LI Apartments Rehabilitation	2009	H	Wing	\$	51,894.00		8	\$	61,894.00	\$	10,000.00
Engessor, Robert dba Mr. Xterior	2008	ED	Bismarck	\$	1,500.00			\$	3,000.00	\$	1,500.00
Alpha Cycles	2006	ED	Bismarck	\$	5,000.00	1.00		\$	5,000.00	\$	-
Wing Water Reservoir	2006	PF	Wing	\$	2,924.00			\$	3,424.00	\$	500.00
Northern Plains Commerce Center	2005	ED	Bismarck	\$	106,000.00			\$	1,000,000.00	\$	894,000.00
Dakota Cranes	2005	ED	Bismarck	\$	5,000.00	1.00		\$	63,000.00	\$	58,000.00
Moffit ADA	2005	PF	Moffit	\$	8,256.00			\$	8,756.00	\$	500.00
Wing Water Tower	2005	PF	Wing	\$	6,000.00			\$	6,500.00	\$	500.00
Bismarck State College	2004	ED	Bismarck	\$	150,000.00			\$	1,500,000.00	\$	1,350,000.00
Mr. Xterior Mobile Cleaning Service	2003	ED	Bismarck	\$	5,000.00			\$	18,000.00	\$	13,000.00
Lincoln Water Reservoir	2003	PF	Lincoln	\$	66,000.00			\$	382,000.00	\$	316,000.00
Lincoln Strategic Plan	2003	Other	Lincoln	\$	9,500.00			\$	10,000.00	\$	500.00
Lincoln Housing Rehab	2003	H	Lincoln	\$	115,000.00		12	\$	115,350.00	\$	350.00
Mr. Exterior	2002	ED	Bismarck	\$	5,000.00	1.00		\$	5,000.00	\$	-
Lincoln Rehab	2002	H	Lincoln	\$	115,000.00		-	\$	115,350.00	\$	350.00
UTTC Multi-Purpose	2001	PF	Bismarck	\$	911,000.00			\$	1,097,774.00	\$	186,774.00
Mr. Exterior	2000	ED	Bismarck	\$	2,200.00			\$	5,000.00	\$	2,800.00
Food Processing-BMDA	1999	ED	Bismarck	\$	3,000.00			\$	31,000.00	\$	28,000.00
Bismarck Canvas Company	1999	ED	Menoken	\$	71,500.00	3.00		\$	185,000.00	\$	113,500.00
UTTC Utilities	1998	PF	Bismarck	\$	35,000.00			\$	70,000.00	\$	35,000.00
UTTC Utilities	1998	PF	Bismarck	\$	237,090.00			\$	237,090.00	\$	-
UTTC Housing Rehab	1998	H	Bismarck	\$	86,285.23		20	\$	86,285.23	\$	-
Child Object	1998	ED	Bismarck	\$	1,000.00			\$	2,500.00	\$	1,500.00
Pond Doctor	1998	ED	Bismarck	\$	1,174.00			\$	4,696.00	\$	3,522.00
Schultz Marketing	1998	ED	Bismarck	\$	2,500.00			\$	75,000.00	\$	72,500.00
Lagoon Improvements	1998	PF	Wing	\$	19,223.00			\$	23,223.00	\$	4,000.00
UTTC Utilities	1997	PF	Bismarck	\$	97,200.00			\$	97,200.00	\$	-
UTTC Utilities	1997	PF	Bismarck	\$	196,800.00			\$	196,800.00	\$	-
K & B Fencing	1997	ED	Bismarck	\$	6,600.00			\$	6,600.00	\$	-
Aleviator	1997	ED	Bismarck	\$	3,000.00			\$	9,000.00	\$	6,000.00
DCI	1997	ED	Bismarck	\$	1,290.00			\$	3,000.00	\$	1,710.00
Snowblow Attachment	1997	ED	Bismarck	\$	1,000.00			\$	2,500.00	\$	1,500.00
Fence Post Driver	1997	ED	Bismarck	\$	1,250.00			\$	2,500.00	\$	1,250.00
Stilworks	1997	ED	Lincoln	\$	23,000.00	1.00		\$	25,300.00	\$	2,300.00
Wing Water	1997	PF	Wing	\$	34,870.00			\$	43,870.00	\$	9,000.00
UTTC Utilities	1996	PF	Bismarck	\$	160,000.00			\$	1,066,130.00	\$	906,130.00
UTTC Utilities	1996	PF	Bismarck	\$	539,000.00			\$	539,000.00	\$	-
UTTC Utilities	1996	PF	Bismarck	\$	351,800.00			\$	351,800.00	\$	-
Affordable Windows	1996	ED	Bismarck	\$	15,000.00	2.00		\$	15,000.00	\$	-
All Seasons Insulation	1996	ED	Bismarck	\$	7,500.00	3.00		\$	7,500.00	\$	-
K & B Fencing	1996	ED	Bismarck	\$	12,000.00	3.00		\$	12,000.00	\$	-
Kids N More	1996	ED	Bismarck	\$	15,000.00	2.00		\$	15,000.00	\$	-
LXL	1996	ED	Bismarck	\$	5,000.00	1.00		\$	5,000.00	\$	-
Northland Fencing	1996	ED	Bismarck	\$	20,500.00	4.00		\$	20,500.00	\$	-
Stitchery & Such	1996	ED	Bismarck	\$	25,000.00	2.00		\$	60,000.00	\$	35,000.00
Aberwoods	1996	ED	Bismarck	\$	2,500.00			\$	5,666.00	\$	3,166.00
Coin Dispenser	1996	ED	Bismarck	\$	1,786.00			\$	3,572.00	\$	1,786.00
Internet Marketing	1996	ED	Bismarck	\$	1,000.00			\$	2,000.00	\$	1,000.00
J.T. Fire	1996	ED	Lincoln	\$	2,396.00	1.00		\$	2,396.00	\$	-
Bismarck Trailers	1995	PF	Bismarck	\$	18,720.00			\$	31,200.00	\$	12,480.00
Aberwoods	1995	ED	Bismarck	\$	25,000.00	2.00		\$	25,000.00	\$	-
Chiefs Choice	1995	ED	Bismarck	\$	25,000.00	1.00		\$	25,000.00	\$	-
Dakota Fire Station	1995	ED	Bismarck	\$	22,590.00	3.00		\$	22,590.00	\$	-
Eagle Systems	1995	ED	Bismarck	\$	2,472.00			\$	16,692.00	\$	14,220.00
JS Endeavors	1995	ED	Bismarck	\$	1,645.00			\$	3,290.00	\$	1,645.00
Sound Dynamics	1995	ED	Bismarck	\$	1,500.00			\$	3,000.00	\$	1,500.00
Specialty Foods I	1995	ED	Bismarck	\$	250.00			\$	250.00	\$	-
Spin Tackle Boxes	1995	ED	Bismarck	\$	1,000.00			\$	2,165.00	\$	1,165.00
Thinking Strategies	1995	ED	Bismarck	\$	1,000.00			\$	3,689.00	\$	2,689.00
Lincoln - Lagoon	1995	PF	Lincoln	\$	139,000.00			\$	322,609.35	\$	183,609.35
Enchanted Occasions	1995	ED	Lincoln	\$	11,700.00	1.00		\$	13,000.00	\$	1,300.00
Fire Hall	1995	PF	Sterling	\$	7,000.00			\$	10,697.00	\$	3,697.00
Fire Hall	1995	PF	Sterling	\$	999.00			\$	999.00	\$	-
Housing Rehab	1995	H	Wing	\$	115,000.00		12	\$	115,500.00	\$	500.00
UTTC ADA	1994	PF	Bismarck	\$	41,627.00			\$	127,274.00	\$	85,647.00
UTTC Rehab.	1994	H	Bismarck	\$	90,581.00			\$	101,309.00	\$	10,728.00
Dakota Plastics	1994	ED	Bismarck	\$	25,000.00	2.00		\$	25,000.00	\$	-
DCI	1994	ED	Bismarck	\$	25,000.00	4.00		\$	25,000.00	\$	-
Horseshoe Western	1994	ED	Bismarck	\$	25,000.00	2.00		\$	25,000.00	\$	-
Jane Marie	1994	ED	Bismarck	\$	14,500.00	1.50		\$	25,000.00	\$	10,500.00
Let's Dance	1994	ED	Bismarck	\$	6,500.00	1.00		\$	6,500.00	\$	-
LXL	1994	ED	Bismarck	\$	8,500.00	2.00		\$	8,500.00	\$	-
Stebbon Co.	1994	ED	Bismarck	\$	15,000.00	1.00		\$	15,000.00	\$	-
Missouri Valley Calibr.	1994	ED	Bismarck	\$	1,380.00			\$	2,760.00	\$	1,380.00
NCA Study	1994	ED	Bismarck	\$	5,000.00			\$	10,238.00	\$	5,238.00
Lincoln Water	1994	PF	Lincoln	\$	119,300.00			\$	212,720.59	\$	93,420.59
Lincoln Sewer	1994	PF	Lincoln	\$	134,520.00			\$	135,000.00	\$	480.00
Lincoln CIP	1994	Other	Lincoln	\$	3,000.00			\$	3,300.00	\$	300.00
J. T. Fire	1994	ED	Lincoln	\$	8,500.00	1.00		\$	8,500.00	\$	-
Wing Fire Hall	1994	PF	Wing	\$	11,572.00			\$	11,572.00	\$	-
Paper Study	1994	ED		\$	4,709.00			\$	18,164.00	\$	13,455.00
UTTC ADA	1993	PF	Bismarck	\$	80,000.00			\$	80,000.00	\$	-
Bis-Man Transit	1993	PF	Bismarck	\$	5,000.00			\$	160,000.00	\$	155,000.00
Library	1993	Other	Bismarck	\$	10,000.00			\$	105,728.00	\$	95,728.00
Ad Med	1993	ED	Bismarck	\$	20,000.00			\$	40,000.00	\$	20,000.00
ASAP	1993	ED	Bismarck	\$	1,000.00	3.00		\$	10,152.00	\$	9,152.00

Carlisle Cereal	1993	ED	Bismarck	\$	1,722.00			\$	3,444.00	\$	1,722.00
Dakota Creations	1993	ED	Bismarck	\$	1,876.00	3.00		\$	3,501.00	\$	1,625.00
Sterling Fire Hall	1993	PF	Sterling	\$	26,950.00			\$	48,805.00	\$	21,855.00
Wing Fire Hall	1993	PF	Wing	\$	32,313.00			\$	68,505.00	\$	36,192.00
ADS	1992	ED	Bismarck	\$	1,000.00			\$	2,034.00	\$	1,034.00
Dakota Creations	1992	ED	Bismarck	\$	3,124.00			\$	3,125.00	\$	1.00
Woodcraft	1992	ED	Bismarck	\$	3,149.00			\$	11,179.00	\$	8,030.00
B-M Transit	1991	PF	Bismarck	\$	5,750.00			\$	5,750.00	\$	-
UTTC Housing	1991	H	Bismarck	\$	560,000.00		16	\$	560,000.00	\$	-
UTTC Rehab	1990	H	Bismarck	\$	138,000.00		21	\$	153,196.00	\$	15,196.00
NDMBMA	1990	ED	Bismarck	\$	140,000.00	8.00		\$	405,000.00	\$	265,000.00
Medical Target	1990	ED	Bismarck	\$	5,000.00			\$	65,000.00	\$	60,000.00
SynOps 90	1990	ED	Bismarck	\$	5,000.00	-		\$	75,000.00	\$	70,000.00

**ITEM**

**# 9**

**BURLEIGH COUNTY, NORTH DAKOTA**

Special Assessment District #77  
(North Ridge Estates Subdivision)  
Special Assessment District #78  
(Ponderosa Riverside Village Subdivision)

**RESOLUTION RELATING TO THE ISSUANCE OF BONDS AND  
THE REIMBURSEMENT OF CERTAIN EXPENDITURES**

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

**Section 1. RECITALS.**

(a) Treasury Regulation Section 1.150-2 (the "Regulations") restricts the use of tax-exempt bond proceeds to reimburse the County for project expenditures made by the County prior to the date of issuance of such bonds.

(b) The Regulations generally require that (i) the County declare its official intent to reimburse itself for prior expenditures from the proceeds of a subsequent issue of tax-exempt bonds no later than 60 days after making such expenditures, (ii) the bonds be issued within 18 months after making an expenditure or within 18 months after the project is placed in service, but in no event more than three years after the date the original expenditure was made, and (iii) the expenditure be either a capital expenditure or a cost of issuance of the bonds.

(c) The County plans to undertake one or more paving districts within the County (the "Project"). The County desires to comply with the Regulations in order to preserve the option of the County to be reimbursed for certain expenditures from the proceeds of tax-exempt bonds. The total cost of the Project to be paid by the County is estimated to be approximately \$1,350,000. The County currently expects to pay a portion of the costs from funds on hand until the County can be reimbursed for such expenditures from the proceeds of bonds.

**Section 2. OFFICIAL INTENT DECLARATION.** The County reasonably expects to be reimbursed for all or part of the expenditures made for the construction of the Project from the proceeds of bonds to be issued by the County. The maximum principal amount of such bonds or other obligations which may be issued for such purpose is approximately \$1,350,000.

Dated: April \_\_\_, 2026.

BURLEIGH COUNTY, NORTH DAKOTA

Attest:

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
County Auditor

The governing body of the County acted on the foregoing resolution at a properly noticed meeting held in Bismarck, North Dakota, on April \_\_, 2026, with the motion for adoption made by \_\_\_\_\_ and seconded by \_\_\_\_\_, and the roll call vote on the motion was as follows:

"Aye" \_\_\_\_\_

"Nay" \_\_\_\_\_

Absent \_\_\_\_\_

**ITEM**

**# 10**



Burleigh County Highway Department  
 8100 43<sup>rd</sup> Ave NE  
 Bismarck ND 58503  
 701.204.7748 | burleigh.gov



## Request for County Board Action

**DATE:** May 18, 2026

**TO:** Mark Splonskowski  
County Auditor

**FROM:** Daniel Schriock  
County Engineer

**RE:** Award of Bids

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

**ACTION REQUESTED:**

Authorize the proper County officials to enter into a contract with the low bidder for Project No. SC-0848(004) Moffit Road Improvement Project with a Local Project No. 0190.

**BACKGROUND:**

As part of the North Dakota Department of Transportation Rural Federal Fund Program we have received bids to mill, overlay, and chip seal Moffit Road. Bids were opened on May 08, 2026 and the following bids were received:

Strata Corporation	\$3,182,169.73
Central Specialties	\$3,204,770.28
Northern Improvement Company	\$3,829,094.30
Engineers Estimate:	\$3,323,109.76

**RECOMMENDATION:**

It is recommended the Board adopt the attached proposed resolution.

**PROPOSED RESOLUTION:**

May 11, 2026

Brian Bitner  
Burleigh County Chairperson  
C/O County Auditor  
PO Box 5518  
Bismarck, ND 58506

PROJECT NO. – SC-0848(004)  
NEAR JCT ND 1804 E TO US HWY 83 (MOFFIT)  
MILLING, HMA OVERLAY, SEAL COAT, & INCIDENTALS– 12.560 MI

Enclosed is a Resolution for the above project in the May 8, 2026 bid opening. The apparent low bidder is Strata Corporation in the amount of \$3,182,169.73. If the County concurs in awarding, please execute the Resolution, and return to our office.



Derek Pfeifer, P.E., Local Government Engineer

38/ss  
Enclosure

# RESOLUTION

WHEREAS, the bid in the amount of \$3,182,169.73 from Strata Corporation received in the bid opening of May 08, 2026 for Project SC-0848(004) was the low bid received.

WHEREAS, this bid is considered reasonable.

NOW THEREFORE, be it resolved by the Board of County Commissioners of BURLEIGH County will award to Strata Corporation the contract for Project SC-0848(004) and hereby authorizes the Chairman of the Board to sign said contract.

It is further understood that the County shall reimburse the North Dakota Department of Transportation for any payments made under this contract, which are not collectible from the Federal Highway Administration.

ATTEST:

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Chairman, Board of County  
Commissioners

County: BURLEIGH \_\_\_\_\_

This is to certify that the above resolution was adopted and passed at a meeting of the Board of County Commissioners at \_\_\_\_\_ County on \_\_\_\_\_.

\_\_\_\_\_  
County Auditor

**ITEM**

**# 11**



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

[burleighcobuilding@nd.gov](mailto:burleighcobuilding@nd.gov)  
701-221-3727

To: Burleigh County Commission  
Re: Consider Amendments to a OHV Ordinance.  
Date: 5-13-2026  
From: Mitch Flanagan, Burleigh County Planning Director. *MF*

ITEM 1

Bakken East Pipeline Project

A Notice of Scoping Period was sent from Federal Energy Regulatory Commission (FERC) concerning construction of a pipeline for WBI Energy. The Commission is requesting comments based on environmental impacts to multiple Counties including Burleigh County from the pipeline project

Suggested Motion:

No action is requested.

Attachments: Ex. 1 FERC Request for Information.

UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

WBI Energy Transmission, Inc.

Docket No. PF26-4-000

NOTICE OF SCOPING PERIOD REQUESTING COMMENTS ON  
ENVIRONMENTAL ISSUES FOR THE PLANNED  
**BAKKEN EAST PIPELINE PROJECT,**  
AND NOTICE OF PUBLIC SCOPING SESSIONS

(May 5, 2026)

The staff of the Federal Energy Regulatory Commission (FERC or Commission) will prepare an environmental document that will discuss the environmental effects of the Bakken East Pipeline Project involving construction and operation of facilities by WBI Energy Transmission, Inc. (WBI Energy) in McKenzie, Dunn, Mercer, Oliver, Burleigh, Kidder, Stutsman, Barnes, and Cass Counties, North Dakota. The Commission will use this environmental document in its decision-making process to determine whether the project is in the public convenience and necessity.

This notice announces the opening of the scoping process the Commission will use to gather input from the public and interested agencies regarding the project. As part of the National Environmental Policy Act (NEPA) review process, the Commission takes into account concerns the public may have about proposals and the environmental effects that could result from its action whenever it considers the issuance of a Certificate of Public Convenience and Necessity. This gathering of public input is referred to as “scoping.” The main goal of the scoping process is to focus the analysis in the environmental document on the important environmental issues. Additional information about the Commission’s NEPA process is described below in the NEPA Process and Environmental Document section of this notice.

By this notice, the Commission requests public comments on the scope of issues to address in the environmental document. To ensure that your comments are timely and properly recorded, please submit your comments so that the Commission receives them in Washington, DC on or before 5:00 pm Eastern Time on **June 4, 2026**. Comments may be submitted in written or oral form. Further details on how to submit comments are provided in the Public Participation section of this notice.

Your comments should focus on the potential environmental effects, reasonable alternatives, and measures to avoid or lessen environmental effects. Your input will help

the Commission staff determine what issues they need to evaluate in the environmental document. Commission staff will consider all written or oral comments during the preparation of the environmental document.

If you submitted comments on this project to the Commission **before** the opening of this docket on December 23, 2025, you will need to file those comments in Docket No. PF26-4-000 to ensure they are considered.

This notice is being sent to the Commission's current environmental mailing list for this project. State and local government representatives should notify their constituents of this planned project and encourage them to comment on their areas of concern.

If you are a landowner receiving this notice, a pipeline company representative may contact you about the acquisition of an easement to construct, operate, and maintain the planned facilities. The company would seek to negotiate a mutually acceptable easement agreement. You are not required to enter into an agreement. However, if the Commission approves the project, the Natural Gas Act conveys the right of eminent domain to the company. Therefore, if you and the company do not reach an easement agreement, the pipeline company could initiate condemnation proceedings in court. In such instances, compensation would be determined by a judge in accordance with state law. The Commission does not subsequently grant, exercise, or oversee the exercise of that eminent domain authority. The courts have exclusive authority to handle eminent domain cases; the Commission has no jurisdiction over these matters.

A fact sheet prepared by the FERC entitled "[An Interstate Natural Gas Facility On My Land? What Do I Need To Know?](#)" addresses typically asked questions, including the use of eminent domain and how to participate in the Commission's proceedings. This fact sheet along with other landowner topics of interest are available for viewing on the FERC website ([www.ferc.gov](http://www.ferc.gov)) under the Natural Gas, [Landowner Topics](#) link.

### **Public Participation**

There are four methods you can use to submit your comments to the Commission. Please carefully follow these instructions so that your comments are properly recorded. The Commission encourages electronic filing of comments and has staff available to assist you at (866) 208-3676 or [FercOnlineSupport@ferc.gov](mailto:FercOnlineSupport@ferc.gov).

- 1) You can file your comments electronically using the [eComment](#) feature, which is on the Commission's website ([www.ferc.gov](http://www.ferc.gov)) under the link to [FERC Online](#). Using eComment is an easy method for submitting brief, text-only comments on a project;

- 2) You can file your comments electronically by using the [eFiling](#) feature, which is also on the Commission's website ([www.ferc.gov](http://www.ferc.gov)) under the link to [FERC Online](#). With eFiling, you can provide comments in a variety of formats by attaching them as a file with your submission. New eFiling users must first create an account by clicking on "[eRegister](#)." You will be asked to select the type of filing you are making; a comment on a particular project is considered a "Comment on a Filing";
- 3) You can file a paper copy of your comments by mailing them to the Commission. Be sure to reference the project docket number (PF26-4-000) on your letter. Submissions sent via the U.S. Postal Service must be addressed to: Debbie-Anne A. Reese, Secretary, Federal Energy Regulatory Commission, 888 First Street NE, Room 1A, Washington, DC 20426. Submissions sent via any other carrier must be addressed to: Debbie-Anne A. Reese, Secretary, Federal Energy Regulatory Commission, 12225 Wilkins Avenue, Rockville, MD 20852; or
- 4) In lieu of sending written comments, the Commission invites you to attend one of the public scoping sessions its staff will conduct in the project area, scheduled as follows:

Date and Time	Location
May 19, 2026 5:00 – 7:00 pm Central Time (CT)	McKenzie County Ag Expo Exhibit Hall 2 12880 25th Street NW Watford City, ND 58854 (701) 842-3976
May 20, 2026 5:00 – 7:00 pm CT	Hazen City Hall 146 Main Street East Hazen, ND 58545 (701) 748-2550
May 21, 2026 5:00 – 7:00 pm CT	Lady J's Club and Catering 930 N. Griffin St. Bismarck, ND 58501 (701) 221-6836
June 2, 2026	Bunker Hill Venue 1530 3rd St. S.E.

5:00 – 7:00 pm CT	Jamestown, ND 58401 (701) 252-3982
June 4, 2026 5:00 – 7:00 pm CT	@602 Venue 602 2nd St. N., Casselton, ND 58012 (701) 347-1622

The primary goal of these scoping sessions is to have you identify the specific environmental issues and concerns that should be considered in the environmental document. Individual oral comments will be taken on a one-on-one basis with a court reporter. This format is designed to receive the maximum amount of oral comments in a convenient way during the timeframe allotted.

Each scoping session is scheduled from 5:00 pm to 7:00 pm CT. You may arrive at any time after 5:00 pm. There will not be a formal presentation by Commission staff when the session opens. If you wish to speak, the Commission staff will hand out numbers in the order of your arrival. Comments will be taken until 7:00 pm. However, if no additional numbers have been handed out and all individuals who wish to provide comments have had an opportunity to do so, staff may conclude the session at 6:30 pm. Please see appendix 1 for additional information on the session format and conduct.<sup>1</sup>

Your scoping comments will be recorded by a court reporter (with FERC staff or representative present) and become part of the public record for this proceeding. Transcripts will be publicly available on FERC's eLibrary system (see the last page of this notice for instructions on using eLibrary). If a significant number of people are interested in providing oral comments in the one-on-one settings, a time limit of 5 minutes may be implemented for each commentor.

It is important to note that the Commission provides equal consideration to all comments received, whether filed in written form or provided orally at a

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<sup>1</sup> The appendices referenced in this notice will not appear in the Federal Register. Copies of the appendices were sent to all those receiving this notice in the mail and are available at [www.ferc.gov](http://www.ferc.gov) using the link called "eLibrary." For instructions on connecting to eLibrary, refer to the last page of this notice. For assistance, contact FERC at [FERCOnlineSupport@ferc.gov](mailto:FERCOnlineSupport@ferc.gov) or call toll free, (886) 208-3676 or TTY (202) 502-8659.

scoping session. Although there will not be a formal presentation, Commission staff will be available throughout the scoping session to answer your questions about the environmental review process. Representatives from WBI Energy will also be present to answer project-specific questions.

**It is important to note that the Commission provides equal consideration to all comments received, whether filed in written form or provided orally at a virtual scoping session.**

Additionally, the Commission offers a free service called eSubscription, which makes it easy to stay informed of all issuances and submittals regarding the dockets/projects to which you subscribe. These instant email notifications are the fastest way to receive notification and provide a link to the document files which can reduce the amount of time you spend researching proceedings. Go to <https://www.ferc.gov/ferc-online/overview> to register for eSubscription.

For public inquiries and assistance with making filings such as interventions, comments, or requests for rehearing, contact the Office of Public Participation at (202) 502-6595 or [OPP@ferc.gov](mailto:OPP@ferc.gov).

### **Summary of the Planned Project**

According to WBI Energy, the Bakken East Pipeline Project would provide incremental firm natural gas transportation service connecting North Dakota supply to new power generation, industrial facilities, and local distribution companies in central and eastern North Dakota. The project would interconnect with WBI Energy's existing natural gas pipeline system and other interstate pipelines along the proposed route to also serve the Midwestern United States.

The Bakken East Pipeline Project would consist of the following facilities:

- 353.1 miles of new 42-inch, 36-inch, and 30-inch-diameter greenfield natural gas pipeline;
- eight new 30-inch, 24-inch, and 20-inch-diameter greenfield natural gas pipeline laterals totaling 21.2 miles;
- additional compression at the existing Spring Creek, Elkhorn Creek, and Mapleton Compressor Stations;
- construction of three new compressor stations (Beulah Compressor Station, Center Compressor Station, and Alliance Compressor Station);
- construction of 6 new receipt stations, 10 new delivery stations, and 8 new interconnect/transfer stations; and

- twenty-eight new mainline valves.

The general location of the project facilities is shown in appendix 2.

### **Land Requirements for Construction**

Construction of the planned facilities would disturb about 8,500 acres of land for the aboveground facilities and the pipeline. Following construction, WBI Energy would maintain about 2,700 acres for permanent operation of the project's facilities; the remaining acreage would be restored and revert to former uses. Further refinements to the route proposed by WBI Energy as a result of the pre-filing process will likely affect the proposed project acreage. WBI Energy states it will attempt to parallel existing pipeline, utility, or road right-of-way of the planned pipeline route to the extent practicable.

### **NEPA Process and the Environmental Document**

Any environmental document issued by Commission staff will discuss affects that could occur as a result of the construction and operation of the planned project under the relevant general resource areas:

- geology and soils;
- water resources and wetlands;
- vegetation and wildlife;
- threatened and endangered species;
- cultural resources;
- socioeconomics;
- land use;
- air quality and noise; and
- reliability and safety.

Commission staff have already identified several issues that deserve attention based on a preliminary review of the planned facilities and the environmental information provided by WBI Energy. This preliminary list of issues may change based on your comments and our analysis:

- crossing lands owned or maintained by federal and state agencies; and
- crossing navigable rivers and flood control structures.

Commission staff will also evaluate reasonable alternatives to the planned project or portions of the project and make recommendations on how to lessen or avoid effects on the various resource areas. Your comments will help Commission staff identify and

focus on the issues that might have an effect on the human environment and potentially eliminate others from further study and discussion in the environmental document.

Although no formal application has been filed, Commission staff have already initiated a NEPA review under the Commission's pre-filing process. The purpose of the pre-filing process is to encourage early involvement of interested stakeholders and to identify and resolve issues before the Commission receives an application. As part of the pre-filing review, Commission staff will contact federal and state agencies to discuss their involvement in the scoping process and the preparation of the environmental document.

If a formal application is filed, Commission staff will then determine whether to prepare an Environmental Assessment (EA) or an Environmental Impact Statement (EIS). The EA or the EIS will present Commission staff's independent analysis of the environmental issues. If Commission staff prepares an EA, a *Notice of Schedule for the Preparation of an Environmental Assessment* will be issued. The EA may be issued for an allotted public comment period. The Commission would consider timely comments on the EA before making its determination on the proposed project. If Commission staff prepares an EIS, a *Notice of Intent to Prepare an EIS/Notice of Schedule* will be issued once an application is filed, which will open an additional public comment period. Staff will then prepare a draft EIS that will be issued for public comment. Commission staff will consider all timely comments received during the comment period on the draft EIS, and revise the document, as necessary, before issuing a final EIS. Any EA or draft and final EIS will be available in electronic format in the public record through eLibrary<sup>2</sup> and the Commission's natural gas environmental documents webpage (<https://www.ferc.gov/industries-data/natural-gas/environment/environmental-documents>). If eSubscribed, you will receive instant email notification when the environmental document is issued.

With this notice, the Commission is asking agencies with jurisdiction by law and/or special expertise with respect to the environmental issues related to this project to formally cooperate in the preparation of the environmental document.<sup>3</sup> Agencies that would like to request cooperating agency status should follow the instructions for filing comments provided under the Public Participation section of this notice. Currently, the Bureau of Land Management will participate as a cooperating agency in the preparation of the environmental document to satisfy its NEPA responsibilities related to this project. Other federal and state agencies are participating in pre-filing activities and may also act as cooperating agencies once WBI Energy files its application.

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<sup>2</sup> For instructions on connecting to eLibrary, refer to the last page of this notice.

<sup>3</sup> Cooperating agency responsibilities are addressed in Section 107(a)(3) of NEPA (42 U.S. Code § 4336(a)(3)).

## **Consultation Under Section 106 of the National Historic Preservation Act**

In accordance with the Advisory Council on Historic Preservation's implementing regulations for section 106 of the National Historic Preservation Act, the Commission is using this notice to initiate consultation with the applicable State Historic Preservation Office, and to solicit their views and those of other government agencies, interested Indian tribes, and the public on the project's potential effects on historic properties.<sup>4</sup> The environmental document for this project will document our findings on the impacts on historic properties and summarize the status of consultations under section 106.

### **Environmental Mailing List**

The environmental mailing list includes federal, state, and local government representatives and agencies; elected officials; Native American Tribes; other interested parties; and local libraries and newspapers. This list also includes all affected landowners (as defined in the Commission's regulations) who are potential right-of-way grantors, whose property may be used temporarily for project purposes, or who own homes within certain distances of aboveground facilities, and anyone who submits comments on the project and includes a mailing address with their comments. Commission staff will update the environmental mailing list as the analysis proceeds to ensure that Commission notices related to this environmental review are sent to all individuals, organizations, and government entities interested in and/or potentially affected by the planned project.

**If you need to make changes to your name/address, or if you would like to remove your name from the mailing list, please complete one of the following steps:**

- 1) Send an email to [GasProjectAddressChange@ferc.gov](mailto:GasProjectAddressChange@ferc.gov) stating your request. You must include the docket number PF26-4-000 in your request. If you are requesting a change to your address, please be sure to include your name and the correct address. If you are requesting to delete your address from the mailing list, please include your name and address as it appeared on this notice. **This e-mail address is unable to accept comments.**

**OR**

- 2) Return the attached "Mailing List Update Form" (appendix 3).

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<sup>4</sup> The Advisory Council on Historic Preservation regulations are at Title 36, Code of Federal Regulations, Part 800. Those regulations define historic properties as any prehistoric or historic district, site, building, structure, or object included in or eligible for inclusion in the National Register of Historic Places.

**Becoming an Intervenor**

Once WBI Energy files its application with the Commission, you may want to become an “intervenor,” which is an official party to the Commission’s proceeding. Only intervenors have the right to seek rehearing of the Commission’s decision and be heard by the courts if they choose to appeal the Commission’s final ruling. An intervenor formally participates in the proceeding by filing a request to intervene pursuant to Rule 214 of the Commission’s Rules of Practice and Procedures (18 CFR 385.214). Motions to intervene are more fully described at <https://www.ferc.gov/how-intervene>. Please note that the Commission will not accept requests for intervenor status at this time. You must wait until the Commission receives a formal application for the project, after which the Commission will issue a public notice that establishes an intervention deadline.

**Additional Information**

Additional information about the project is available on the FERC website ([www.ferc.gov](http://www.ferc.gov)) using the [eLibrary](#) link. Click on the eLibrary link, click on “General Search” and enter the docket number in the “Docket Number” field. Be sure you have selected an appropriate date range. For assistance, please contact FERC Online Support at [FercOnlineSupport@ferc.gov](mailto:FercOnlineSupport@ferc.gov) or toll free at (866) 208-3676, or for TTY, contact (202) 502-8659. The eLibrary link also provides access to the texts of all formal documents issued by the Commission, such as orders, notices, and rulemakings.

Public sessions or site visits will be posted on the Commission’s calendar located at <https://www.ferc.gov/news-events/events> along with other related information.

**(Authority: 18 CFR 2.1)**

Debbie-Anne A. Reese,  
Secretary.

# **Appendix 1**



## **FERC SESSION FORMAT AND CONDUCT**

### **Session Format**

FERC is conducting the session to solicit your scoping comments. There will not be a formal presentation by Commission staff; however, FERC staff is available to answer questions about the environmental review process. The session format is as follows:

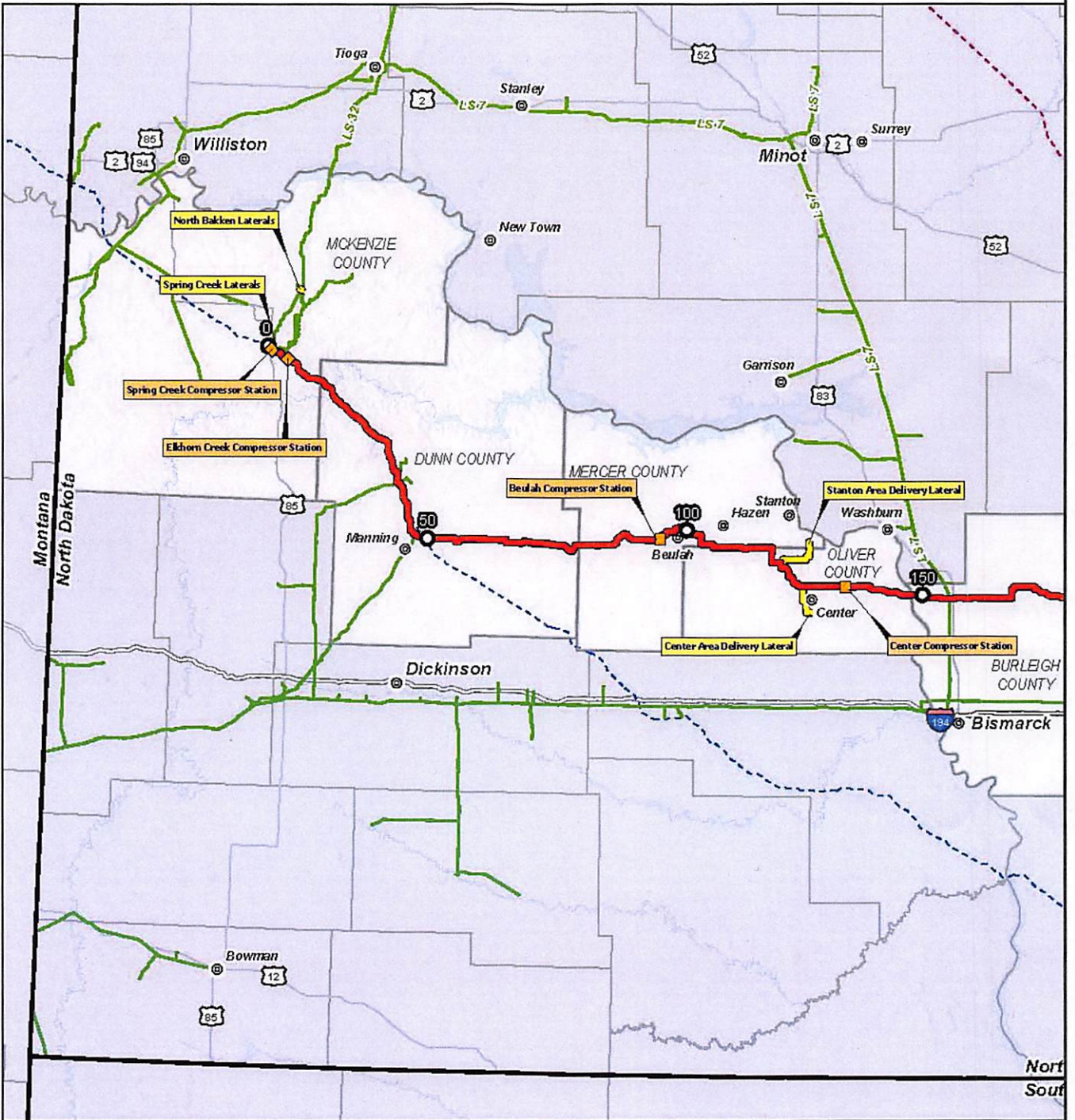
- Tickets are handed out on a “first come, first serve” basis starting at the time listed in the Notice.
- Individuals are called in ticket number order to provide oral comments to be transcribed by a court reporter for the public record.
- Time limits on oral comments may be enforced to ensure that all those wishing to comment have the opportunity to do so within the designated session time.
- Written comments may be submitted in addition to, or in lieu of, oral comments.
- Additional materials about FERC and the environmental review process are available at information stations at the session.

### **Session Conduct**

Proper conduct will help the sessions maintain a respectful atmosphere for attendees to learn about the FERC Environmental Review Process and to be able to provide comments effectively.

- Loudspeakers, lighting, oversized visual aids, or other visual or audible disturbances are not permitted.
- Disruptive video and photographic equipment may not be used.
- Conversations should be kept to a reasonable volume. Attendees should be respectful of those providing oral comments to the court reporters.
- Recorded interviews are not permitted within the session space.
- FERC reserves the right to end the session if disruptions interfere with the opportunity for individuals to provide oral comments or if there is a safety or security risk.

# **Appendix 2**



**Bakken East Pipeline Project**

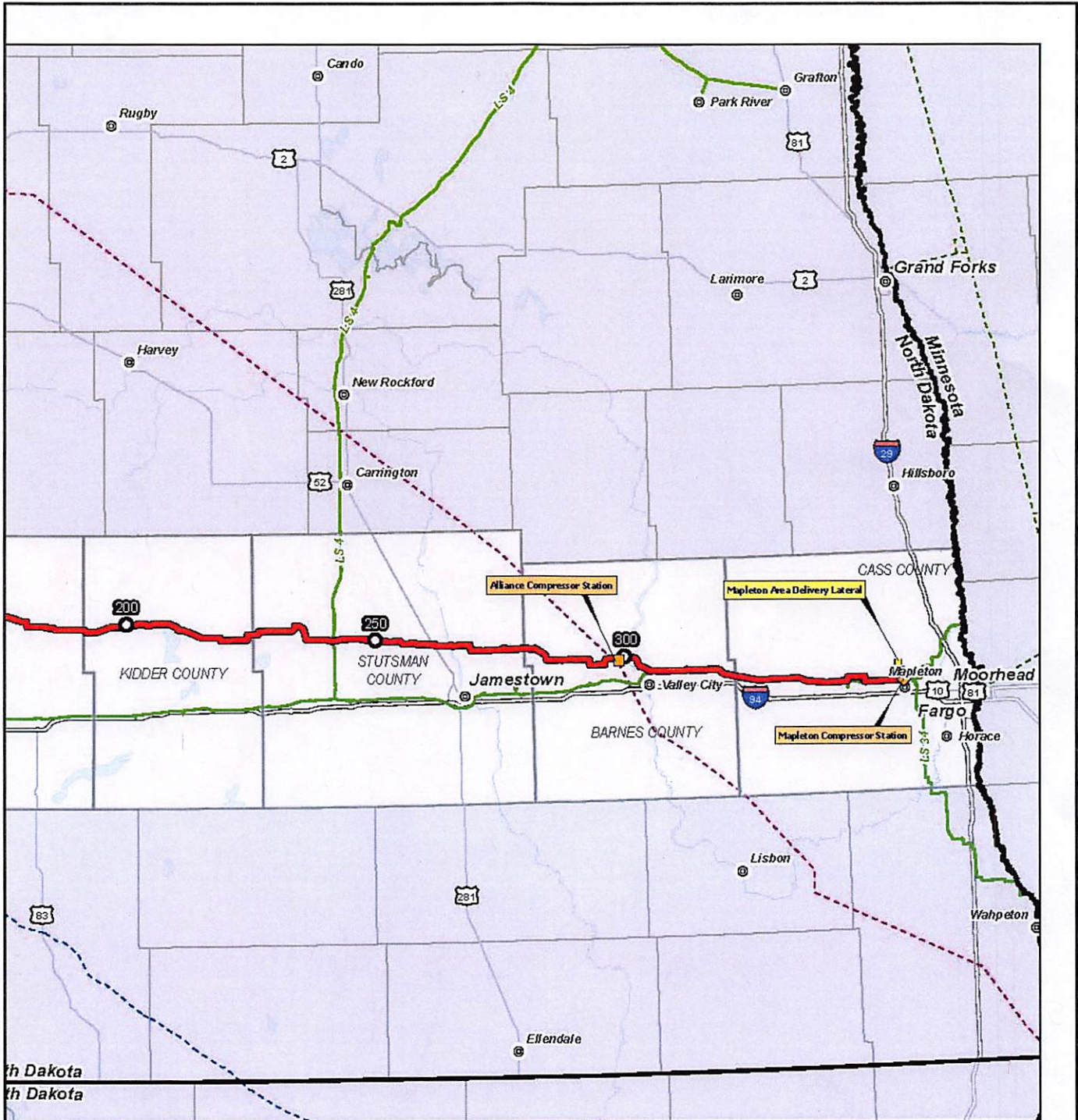
- Milepost
- Proposed Compressor Station
- ◆ Existing Compressor Station
- Mainline
- Lateral

**Existing Facilities**

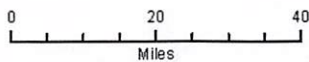
- Existing WBI System
- Existing Foreign Natural Gas Pipeline**
- - - Alliance
- - - Northern Border
- - - Viking Gas Transmission

- City
- Interstate
- US Highway
- ▭ State Boundary
- ▭ County Boundary

Project: \\LINK\C\Users\vrsherry\OneDrive\LINK - Sum & McDonnell\365-ENS\GIS - WE\Energy\179068\_WE\Est\NDE\Exp\Am\GIS\_Pro\Resource\_Reports\RR01\BEPP\_RR01.aprx Layout: BEPP\_RR01\_Figure 1



Scale: 1:1,400,000  
 Date: 4/14/2026  
 Data Sources:  
 Burns & McDonnell,  
 Esri, WBI Energy,  
 US Census, ND GIS Hub



**Figure 1.1.2-1**  
**Bakken East Pipeline Project**  
 Project Overview



# **Appendix 3**

**MAILING LIST UPDATE FORM**

**Bakken East Pipeline Project**

**Name** \_\_\_\_\_

**Agency** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Please update the mailing list**

**Please remove my name from the mailing list**

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**FROM**

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**ATTN: OEP - Gas 1, PJ - 11.1  
Federal Energy Regulatory Commission  
888 First Street NE  
Washington, DC 20426**

***Docket No. PF26-4-000  
Bakken East Pipeline Project***

**Staple or Tape Here**

**ITEM**

**# 13**



# Construction Change Order Request

May 18, 2026

Provident Building Renovation | Bismarck, ND

## SUMMARY

The construction and design team are requesting the costs associated with the 2nd and 4th floor layout change be separated from the construction contingency and processed as a Change Order. This will restore the construction contingency to be utilized by contractors for the duration of the project with any unused contingency credited back to the County at the end of the project.

## CONSTRUCTION CONTINGENCY

The construction contingency allocates funds for unforeseen costs that can be utilized to help the project stay on schedule without exceeding the overall project budget. This is standard industry practice typically ranging from 3%-10% of the total project cost.

Original construction contracts included contingency as follows:

General Construction	\$250,000.00
Mechanical Construction	\$250,000.00
Electrical Construction	\$150,000.00
Asbestos Abatement	No contingency for asbestos abatement. Abatement costs are directly contracted with the County as needed.
<b>Contingency Subtotal</b>	<b>\$650,000.00, 3.92% of original contract total of \$16,587,354.00</b>

The layout change depleted most of the General and Mechanical Construction contingencies and all the Electrical Construction contingency. Diagrams of cost breakdown are included on the following pages.

## SECOND AND FOURTH FLOOR LAYOUT CHANGE

The layout change to move the commission chamber from the 4th floor to the 2nd floor was requested after the General Construction bid had been accepted, and while the Mechanical and Electrical Construction work scopes were being re-bid. The layout provides better access and a larger room within code.

## CONTINGENCY GOING FORWARD

With construction underway, the prime General, Mechanical, and Electrical contractors have familiarity with existing building conditions. If the floor layout change is processed as a Change Order, the remaining General Construction contingency amount will be enough for the duration of the project, and the Mechanical and Electrical construction contingencies could be reduced. Again, any unused contingency will be credited back to the County at the end of the project.

If a Change Order is processed, the proposed contingencies would be as follows:

General Construction	\$150,592.53 remaining. <b>To remain as is.</b>
Mechanical Construction	\$241,227.00 remaining. <b>Propose reducing it to \$100,000.00</b>
Electrical Construction	\$89,480.62 remaining. <b>Propose reducing it to \$50,000.00</b>
Asbestos Abatement	No contingency for asbestos abatement. Abatement costs directly contracted with the County as needed.

<b>Revised Contingency</b>	<b>\$300,592.53</b>	<b>Change Order Requested</b>
	<b>\$160,000.00</b>	<b>to Cover Remaining Contingency Items to Date</b>

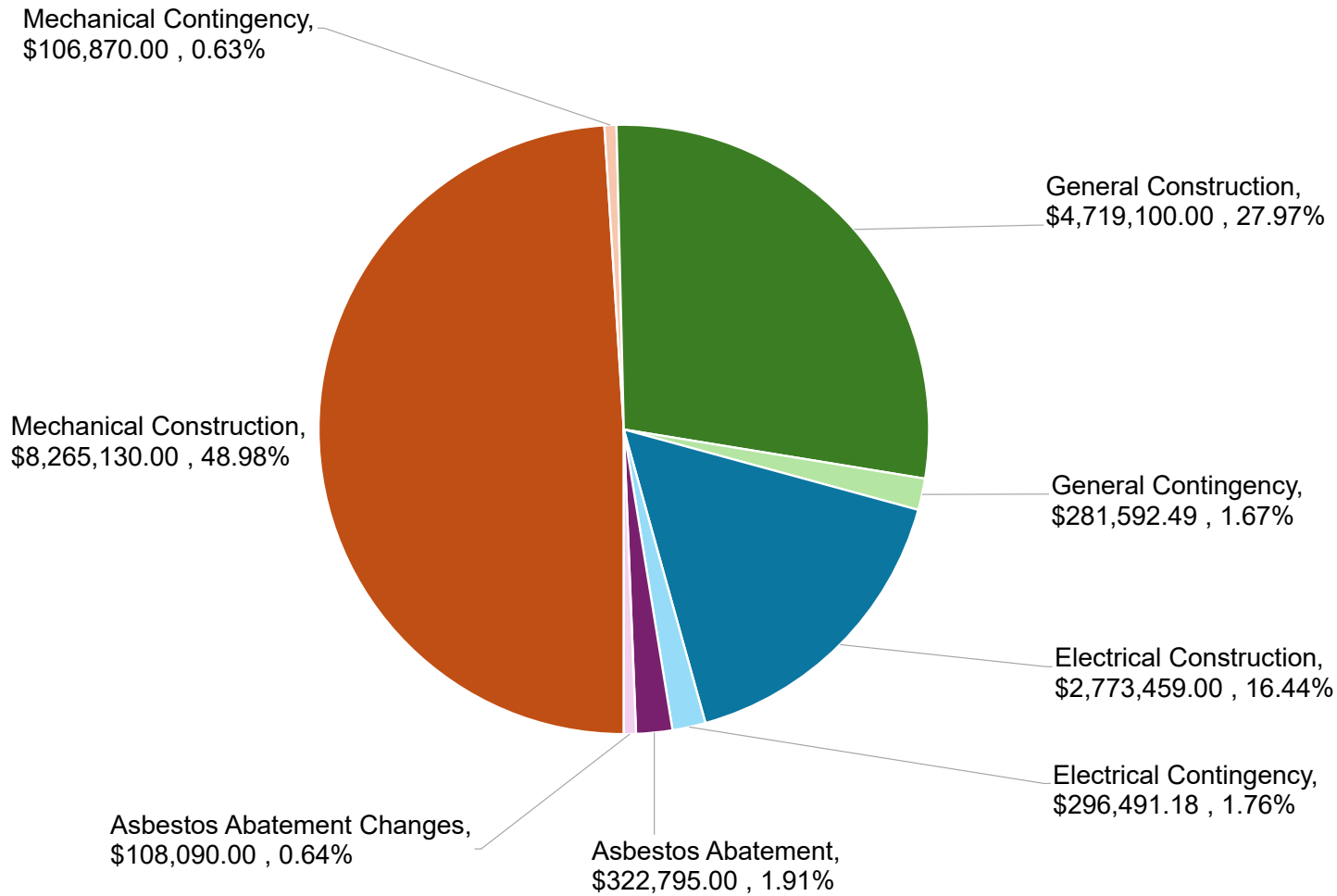
## CONSTRUCTION TIMELINE

Construction is on schedule. Work continues on 3rd, 4th, and 6th floors and the Penthouse. A certificate of temporary occupancy has been issued for 5th Floor. The overall project completion is still on schedule for the original mid-November 2027 completion.

# Project Cost Breakdown

## Percentage of Total Cost to Date

\$16,873,527.67



# Contingency Breakdown

## Second and Fourth Floor Layout Change

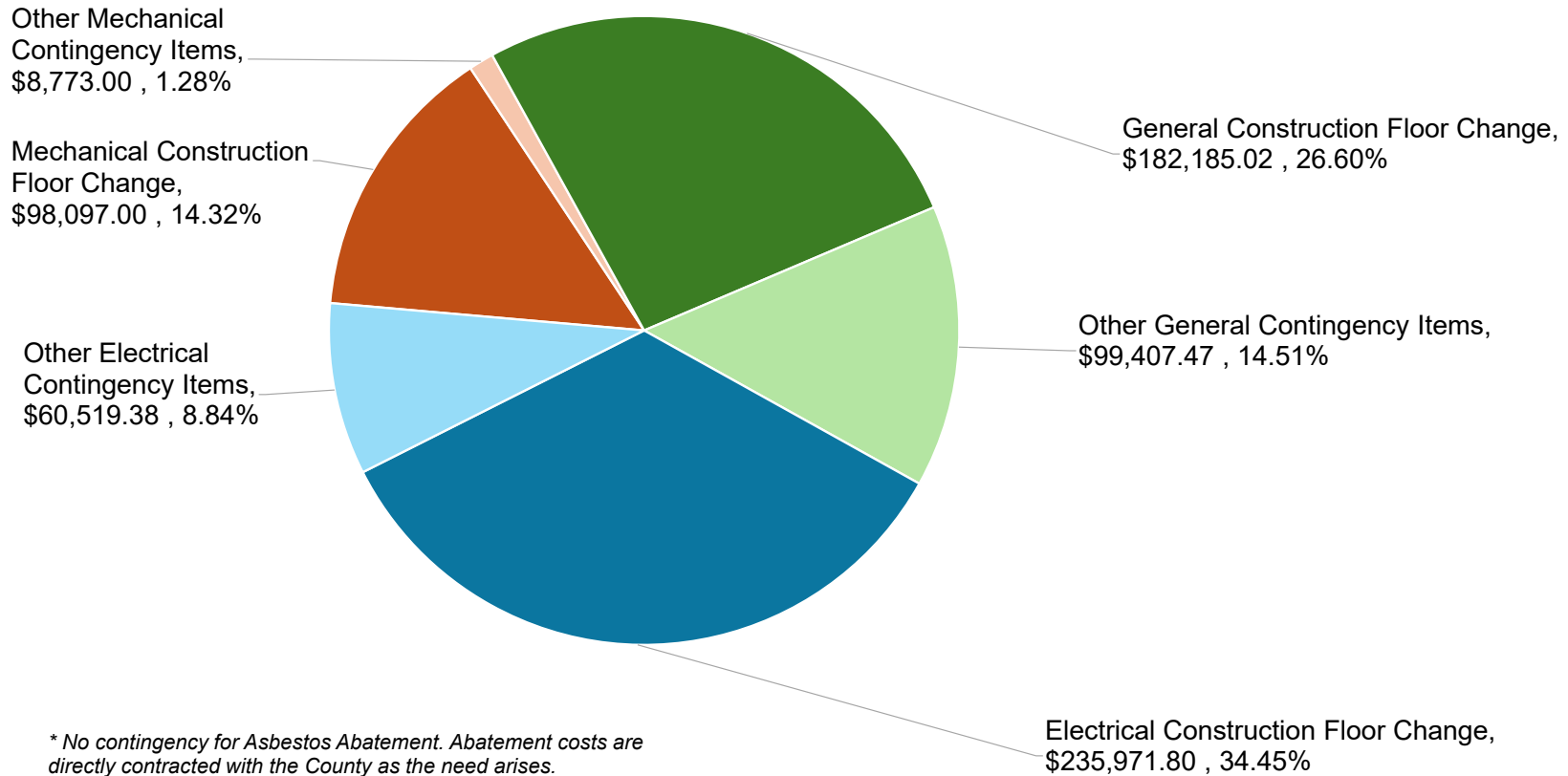
\$684,953.67

The total of the Second and Fourth Floor layout change is \$516,253.82, or 75.37% of the overall contingency used to date.

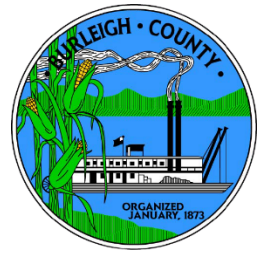
The Second and Fourth Floor layout change depleted the Electrical contingency and most of the General and Mechanical contingency.

Separating the Second and Fourth layout change from the construction contingency, and processing it as a Change Order will allow the construction contingency to be used for items encountered during construction as it is initially intended.

Any remaining contingency will be credited back to the County at the end of the project.



*\* No contingency for Asbestos Abatement. Abatement costs are directly contracted with the County as the need arises.*



# Burleigh County Change Order

Provident Remodel

Project Name

3

Change Order Number

Original Contract (Primes)

Contractor Name

05-18-2026

Change Order Date

## DESCRIPTION OF CHANGES:

Contingency replenishment.

## PRICE

\*Increase \$       Decrease \$       No Affect

\*\$50,000 or more requires Burleigh County Commission approval.  
Less than \$50,000 requires Burleigh County Commission Chair approval.

Original Agreement Amount	\$16,587,354.00
Prior Changes	\$ 276,789.85 (cumulative)
Current Change Order	\$ 160,000.00
Adjusted Agreement Amount	\$17,024,143.85

## PROJECT DURATION

Extend     Shorten     No Affect

ORIGINAL COMPLETION DATE 11-05-2027

ADJUSTED COMPLETION DATE

\_\_\_\_\_  
Burleigh County Commission Chair Signature

\_\_\_\_\_  
Contractor Signature

Brian D. Bitner

05-18-2026

Printed Name

Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**ITEM**

**# 14**

Addenda item for May 4<sup>th</sup>, 2026 Meeting

Action Requested:

Discuss the Burn Ban restrictions that should not apply to established recreational areas.

Description:

Missouri Valley Complex is currently used as a training facility for the North Dakota Parks and Recreation. Kimball Bottoms OHV Area also known as the Desert is an established OHV Recreational area.

Action needed: Move modify the current burn ban to exclude operation of OHV's at the Missouri Valley Complex and the Kimbal Bottoms OHV area/ The Desert.



DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, OMAHA DISTRICT  
OAHE PROJECT  
28563 POWERHOUSE ROAD  
PIERRE, SD 57501-6174

May 4, 2026

Burleigh County Commission  
221 N 5<sup>th</sup> Street  
Bismarck, ND 58501

Burleigh County Commissioners:

In recent discussions with the Burleigh County Sheriff's Department, we have been made aware of a change in interpretation and enforcement of the Fire Emergency and Burn Restrictions declared for Burleigh County to now include Off-Highway Vehicle Usage (OHV).

In our discussions with Sheriff Kelly Leben and Major Jim Hulm, we were informed per the restriction on unnecessary off-road motorized travel (anything other than paved or gravel surface,) would include Kimball Bottoms.

Sheriff Leben and Major Hulm indicated that there may be a discussion at your next meeting to include language in the declaration that would exempt established recreational areas from the off-road restriction. This memo serves as our notice that we would be in favor of exempting Kimball Bottoms from the restriction on vehicle usage. We would emphasize that people stay on established trails, consistent with USACE obligation to preserve public access to Oahe Project lands.

If you have any questions concerning this matter, please contact Patrick Feiock, Natural Resource Manager, at the Mobridge Natural Resource Office, 605-945-3420 or myself at the Oahe Project Office 605-945-3400.

Sincerely,

A handwritten signature in black ink that reads "Joseph C. Pintal". The signature is fluid and cursive, with a large loop at the end.

Joseph Pintal  
Operations Project Manager