



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



Burleigh County Commission Meeting Agenda

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

Attend in Person | Watch live on Government Access Channels 2 or 602 | Listen to Radio Access 102.5 FM |
Stream on [freetv.org](https://www.freetv.org) or [Dakota Media Access Facebook Live](https://www.facebook.com/DakotaMediaAccess) | Replay later from [freetv.org](https://www.freetv.org)

May 19, 2025

5:00 PM

Invocation and Pledge of Allegiance presented by Chaplain.

COUNTY PARK BOARD

1. Meeting called to order.
2. Roll call of members.
3. Approval of Agenda.
4. Consideration April 7, 2025, meeting minutes.
5. Comm. Munson:
 - a. Boat ramp dredging.
 - b. Kimball Bottoms Feasibility study.
 - c. Steckel Boat ramp improvements.
 - d. Kniefel boat ramp.

COUNTY COMMISSION

1. Meeting called to order.
2. Roll call of members.
3. Approval of Agenda.
4. Consideration May 5, 2025, meeting minutes and bills.
5. Consent Agenda:
 - a. Abatements.
 - b. Special use permits.
 - c. Liquor License renewals.
6. PUBLIC HEARING: Consideration of Sanford bond.
7. Address to the Commission regarding the petition to the ND Governor for the removal of the Burleigh County Auditor.
8. Chairman Bitner:
 - a. Consideration of submitting a petition to the Governor to remove Auditor/Treasurer Splonskowski.
 - b. Discussion on transfer of duties from Auditor/Treasurer

9. Discussion on preliminary resolution for the redesignation of Auditor/Treasurer.

10. Burleigh County Extension agent Kelsey Deckert:

- a. NDSU-Burleigh County Extension.

11. County Sheriff Leben:

- a. DOT traffic safety grant.

12. County Engineer Hall:

- a. Developer waiver request.
- b. Township Mileage Certification.

13. County Facilities Director Hook.

- a. Bids for the boiler replacement and heating upgrade.

14. County HR Director Binder:

- a. Health Insurance Review.

15. Finance Director Jacobs.

- a. Primary Residence Credit updates.
- b. Investment and bank documentation.

16. Auditor/Treasurer Splonskowski:

- a. Missouri Valley Complex purchase inquiry.
- b. Budget committee discussion.
- c. Parking lot transfer update.

17. Other business.

18. Adjourn.

The next regularly scheduled Commission meeting will be on June 2, 2025.

Mark Splonskowski

Burleigh County Auditor/Treasurer

COUNTY PARK BOARD

ITEM

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**BURLEIGH COUNTY PARK BOARD
MEETING MINUTES
APRIL 7th, 2025**

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

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

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

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

Motion by Comm. Munson, 2nd by Comm. Bakken to approve the October 21st, 2024 meeting minutes. All members present voted 'AYE'. Motion carried.

Bismarck Parks & Recreation Director Dave Mayer stated that the 404 permits had been obtained for both the Kimball Bottoms and Kneifel boat ramps and that he was here to request authorization to obtain bids for dredging. Discussion of possible locations to dispose of the dredging waste was had. Motion by Comm. Munson, 2nd by Comm. Bakken to approve the request to obtain bids for the dredging of the Kimble Bottoms and Kneifel boat ramps. All members present voted 'AYE'. Motion carried.

Director Mayer started a discussion about the old Kimball Bottoms boat ramp and a possible rebuild of that ramp. The Army Corp of Engineers had asked Mayer what was going to be done with the ramp. Mayer is looking into the possible designs of a new ramp and will report back to the Commission at a later date.

Meeting adjourned.

Mark Splonskowski, Auditor/Treasurer

Brian Bitner, Chairman

ITEM

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Addenda item for May 19th, 2025 Park Board Meeting

Description: Dave Mayer will lead us through the bid for the dredging of Kniefel and Kimball Boat Ramps

Dredging is required again at both boat ramps. Permits we applied for much earlier this year so we would be ready to meet the needs of the residents.

Misty Waters has requested approval to utilize our contractor for their dredging project as well, this will help reduce both of our costs at the Kneifel Boat Ramp

Action: Approve the low bid for each ramp.

2nd Motion: approve Misty Waters to utilize the same contractor for their project.



NATIONAL GOLD MEDAL WINNER
**BISMARCK PARKS AND
RECREATION DISTRICT**
Est. 1927

Let's Play!

May 13, 2025

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

RE: Approval to Accept Dredging Quotes

Bismarck Parks and Recreation District (BPRD) is requesting authorization to proceed with the sediment dredging at Kimball Bottoms and Kniefel Boat Landing. BPRD did solicit vendors for sealed priced quotes. Midwest Dragline was the only vendor that submitted a price quote. The price quote for Kimball Bottoms is \$6,000.00 for 250 cubic yards; Kniefel Boat Ramp is \$9,750.00 for 500 cubic yards.

If approved Midwest Dragline would have the work completed by June 30, 2025, following the guidelines set forth by USACE.

Regards,

David Mayer
Operations Director
400 E. Front Ave.
Bismarck, ND 58504
701-222-6464 (phone)
dmayer@bisparks.org

A nationally accredited park and recreation agency.

Our Vision

Be the leader and premier provider of public parks, programs, facilities and leisure services.

Our Mission

Work with the community to provide residents and visitors the highest quality park, program, facility and event experience.

Core Purpose

Provide affordable, accessible, and sustainable public park and recreation services.

Our Values

Accountability	Diversity
Collaboration	Integrity
Community	Professionalism

008

Addenda item for May 19th, 2025 Park Board Meeting

Description: Dave Mayer will lead us through the proposal for Kimball Boat Ramp Feasibility Study

The Corp of Engineers has been requesting for the past few years that we need to design a solution for removing a portion of the old ramp to reduce the amount of dredging that is required each year.

Action: Approve the proposal from Houston Engineering.

April 6, 2025

Burleigh County Park Board (BCPB)
Commissioner Wayne Munson
221 N 5th St
Bismarck, ND 58501

Subject: Kimball Bottoms Boat Ramp Feasibility Study, Bismarck, North Dakota

Thank you for requesting this proposal for the Kimball Bottoms Boat Ramp Feasibility Study located in Burleigh County, North Dakota. We prepared this proposal based on our knowledge and understanding of the ramp's location on the Missouri River system, with a focus on preserving and enhancing its public recreational values. We included the following tasks and projected the associated fees to provide a completed feasibility study.

Task #1 – Engineering Services Agreement (ESA)

No Charge

- Includes development of an Engineering Services Agreement (ESA) with BCPB . Attached to this letter are our standard rates and general terms and conditions that are part of the ESA.
- *Deliverable is the completed and signed ESA*

Task #2 – Feasibility Study

\$34,800.00

- A study will be conducted regarding the feasibility of reducing sedimentation risks at the existing ramp along with restoration and protection of the eroded parking lot. Sections of the feasibility study would include the following:
 - Missouri River Hydraulics
 - Modeling and Velocity Vector Calculations
 - Evaluate existing ramp and stabilization measures to reduce sediment risk
 - Bankline Conditions and Stabilization Measures (Ex. Armoring or Jetty)
 - Conceptual Site Plan / Parking Layouts
 - Environmental / Tree Impacts
 - Site Amenity Alternatives
 - Bank Stabilization needs to prevent the loss of the parking area and ramp
 - Existing parking lot restoration alternatives to optimize use
 - Opinions of Probable Construction Cost
 - Preferred Alternative Recommendation
 - Permitting Requirements – Regulatory Consultations
 - Platting / Zoning / USACE / FEMA / NDDWR / County / Local / etc.
 - Consultation regarding the existing land and material losses into the river

- Funding Opportunities
- Public Hearing / Three Stakeholder Meetings
- *Deliverable is a feasibility study report prepared by Houston Engineering documenting the items listed above.*

Total Budgeted costs for Tasks 1 through Task 2: \$34,800.00

Project Schedule:

Activity	Completion Date		
	Month	Day	Year
Award Feasibility Study	June	2	2025
BCPB Coordination Meeting	June	9	2025
50% Feasibility Review	July	18	2025
Feasibility Report	August	18	2025

The total lump sum fee for the study is \$34,800, which is not to be exceeded without prior written approval, unless additional tasks are directly requested by the client. The fee is based on having conceptual alternatives and options reviewed and selected at the 50% project completion point. If changes are requested by the BCPB or other partners, after that time, we will consider additional services needs and complete them on a time and materials basis.

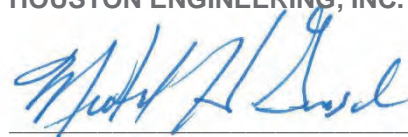
This scope of work is not all-inclusive, and it does not include design drawings, geotechnical, permitting, plating, or any other item specifically identified in the above tasks.

AGREEMENT

Houston's receipt of this accepted proposal constitutes a contract between us and Burleigh County Park Board into which the enclosed *Houston Engineering, Inc. General Terms and Conditions dated September 30, 2024* and our 2025 Fee Schedule are hereby incorporated by reference.

This proposal is valid until June 2, 2025. We appreciate this opportunity and look forward to working with you on this project. If you agree, please sign below, and return via email to Houston Engineering, Inc.

Sincerely,
HOUSTON ENGINEERING, INC.



Michael Gunsch, P.E, CFM
 Senior Project Engineer
 mgunsch@houstoneng.com

Accepted by:

Title: _____

Date: _____

General Terms and Conditions

1. STANDARD OF CARE

Houston shall perform its Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

2. PAYMENT TERMS

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 30 days or more past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving seven (7) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

3. CHANGES OR DELAYS

If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in Houston's judgment dictate a change in the Services to be performed, Houston shall inform Client of such changes and the parties shall negotiate, in good faith, with respect to any change in scope and adjustment to the time of performance and compensation and modify the Agreement accordingly. Houston may also proceed with additional services specifically requested in writing by the Client, including electronic communications, without a written modification to the Agreement. Client shall compensate Houston for the additional services in an amount equal to the cumulative hours worked multiplied by the billing rates specified in the Agreement, or based on Houston's standard billing rates if billing rates are not specified in the Agreement; plus reimbursement of expenses incurred in connection with providing the additional services. In the event the parties are unable to reach an agreement, either party may terminate this Agreement without liability by giving fourteen (14) days written notice to the other party. In the event of termination, the final invoice will include all Services and expenses associated with the Project up to the effective date of termination and will also include equitable adjustment to reimburse Houston for any termination settlement costs incurred relating to commitments that had become firm before termination plus a 10 percent markup on those settlement costs.

4. PAYMENT

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, per diem, etc.), the following shall apply: (a) the minimum time segment for charging work is one-quarter hour; (b) labor (hours worked) and expenses will be charged at rates commensurate with the attached fee schedule or, if none is attached, with Houston's current fee schedule (at the time of the work); (c) when applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task, or phase; and (d) invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense. If requested by Client, Houston shall provide supporting documentation at Client's cost, including labor and copying costs.

5. TERMINATION

Either party may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the other party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the non-defaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.

6. BETTERMENT

If any item or component of the Services or an amended Task Order is required due to omission from the original documents or Task Order provided to Houston, Houston's liability shall be limited to the reasonable costs of correction of the omission, less the cost to Client if the omitted item or component had been initially included in the original documents or Services documents. All costs of errors, omissions or other changes that result in betterment shall be borne by Client and shall not be a basis of a claim against Houston. In no event will Houston be responsible for that portion of any cost or expense that provides betterment or upgrades or enhances the value of the Services.

7. LIMITATION OF LIABILITY

In no event shall Houston be liable for punitive, special, incidental, indirect, consequential, or lost profit damages of any kind or nature, regardless of the form of action to which such damages are sought. Houston's maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement, whether such claim is based on negligence, breach of contract, or any other theory. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston from any and all liability over and above the limitations set forth in this paragraph.

8. INSURANCE

Houston shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and commercial general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client. The existence of any such insurance shall not increase Houston's liability as limited by paragraph 6 above.

9. HAZARDOUS SUBSTANCES

Client shall furnish or cause to be furnished to Houston all documents and information known by Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant, or hazardous substance, however defined ("Hazardous Substances") at, on or under the Project site. Houston is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of Hazardous Substances found or identified at the Project. Client agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against Houston, its principals, employees, agents, and consultants, if such claim in any way would relate to Hazardous Substances in connection with the Project. If Hazardous Substances are identified or located at the Project site, Houston may suspend all Services without liability until remediation of the Hazardous Substances is complete. Houston reserves the right to adjust the attached Fee Schedule or any rate schedule of

Houston's subconsultants for specialized fees or services related to remediation of Hazardous Substances as agreed in writing between Houston and Client. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants and subconsultants from and against all fees, costs, claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for third-party remediation specialists, experts, attorneys, and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

10. INDEMNIFICATION

Client shall indemnify, defend, and hold harmless Houston, together with its officers, directors, shareholder, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, and employees from and against any and all, costs, losses and damages, including reasonable attorneys' fees and other costs of litigation or dispute resolution to the extent caused by Houston's fault, negligent acts or omissions in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.

11. WARRANTY

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

12. CONTRACTOR MEANS AND METHODS

Houston has no control over, supervision of, or responsibility for construction of the Project or at the Project site. Client is solely responsible for retaining a qualified contractor or contractors licensed in the jurisdiction of the project (separately or collectively, the "Contractor") to implement the construction of the Project ("Work"). Contractor shall coordinate, control, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, safety, and security. Houston shall not be responsible for and shall bear no liability for Contractor's failure to perform the Work in accordance with the requirements of the Project and any documents or contracts related to the Project. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Client, Houston, and Houston's subconsultants, officers, directors, shareholder, agents, consultants, and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising out of or resulting from performance of the Work. Contractor shall provide insurance and name Client, Houston, and Houston's subconsultants as additional insureds on Contractor's commercial general liability insurance policies on a primary and non-contributory basis. The amount of coverage available to the additional insureds shall be the amount of coverage required in the Client-Contractor agreement.

13. PROJECT SITE

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the Work, means or methods of Contractor or its/their subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the Contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents, or subcontractors on a site shall not imply that Houston controls the operations of others, nor shall it be construed to be an acceptance by Houston of any responsibility for jobsite safety.

14. CONFIDENTIALITY

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

15. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston. Client shall indemnify, defend, and hold harmless Houston, together with its officers, directors, shareholder, agents, consultants and employees from and against any and all claims, costs, losses, and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's re-use of all information, documents, drawings, specifications prepared as part of the Project.

16. REMEDIES

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

17. PROPRIETARY DATA

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

18. GOVERNING LAW

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of North Dakota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Cass County, North Dakota.

19. DATA PRACTICES ACT REQUESTS

Houston considers certain information developed during the execution of services as "not public" and "protected" from public disclosure under the various local, state, and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys' fees associated with any requests for release of information under any such laws.

20. FORCE MAJEURE

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to, without limitation, causes beyond its reasonable control including, without limitation, acts of God, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, pandemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston, if such could have not been overcome by the exercise of reasonable efforts by Houston (each, an "Event of Force Majeure"). Any delay due to an Event of a Force Majeure shall not be deemed to be a breach of or failure to perform this Agreement or any part hereof; provided, however, Houston shall provide reasonable notice to the Client of any Event of Force Majeure which notice shall provide the particulars of the cause of the event of Force Majeure in writing. In the event of any such delay, Houston's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

21. WAIVER OF JURY

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

22. BUSINESS ENTITY

Client acknowledges that Houston is a business corporation and agrees that any claim made by Client arising out of any act or omission of any shareholder, director, officer, or employee of Houston in the execution or performance of this Agreement shall be made solely against Houston and not against any individual or group of individuals in any capacity.

23. NOTICES

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served; sent by commercial carrier service; deposited in the United States Mail, certified or registered, postage prepaid, return receipt requested; or sent by electronic mail with read receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, electronic mail, or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service or by transmission by electronic mail. Notices, demands, or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the U.S. mail or electronic addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

24. MISCELLANEOUS

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third-party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied, or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston's prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

– END OF DOCUMENT –

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2025 FEE SCHEDULE

LABOR RATES

The following is a schedule of hourly rates and charges for services offered by Houston Engineering, Inc. These rates are subject to a modest increase on January 1st of each year (typically no more than 5%).

Category	2025 Rates	Category	2025 Rates	Category	2025 Rates
Engineering Assistant 1	\$104	Technician Assistant	\$107	Project Assistant 1	\$87
Engineering Assistant 2	123	Technician 1	123	Project Assistant 2	101
Engineer 1	149	Technician 2	131	Project Assistant 3	107
Engineer 2	156	Technician 3	140	Project Assistant 4	112
Engineer 3	164	Technician 4	149	Project Assistant 5	120
Engineer 4	172	Technician 5	156	Project Assistant 6	125
Engineer 5	183	Technician 6	164	Planner 1	\$172
Engineer 6	194	Technician 7	173	Planner 2	188
Engineer 7	206	Technician 8	182	Planner 3	205
Engineer 8	216	Technician 9	190	Planner 4	237
Engineer 9	227	Technician 10	200	Planner 5	249
Engineer 10	237	Technician 11	208	Land Surveyor 1	\$156
Engineer 11	248	GIS Assistant	\$76	Land Surveyor 2	179
Engineer 12	260	GIS Analyst 1	116	Land Surveyor 3	198
Engineer 13	269	GIS Analyst 2	128	Land Surveyor 4	211
Scientist Assistant	\$107	GIS Analyst 3	140	Land Surveyor 5	237
Scientist 1	145	GIS Analyst 4	153	Land Surveyor 6	260
Scientist 2	156	GIS Analyst 5	164	CAD Technician 1	\$109
Scientist 3	172	GIS Analyst 6	176	CAD Technician 2	114
Scientist 4	185	Project Manager 1 – Technology	179	CAD Technician 3	123
Scientist 5	197	Project Manager 2 – Technology	198	CAD Technician 4	131
Scientist 6	230	Project Manager 3 – Technology	230	CAD Technician 5	140
Scientist 7	260	Software Engineer 1	\$135	CAD Technician 6	149
Hydrogeologist 1	\$156	Software Engineer 2	152	Drone Pilot	\$165
Hydrogeologist 2	173	Software Engineer 3	163	Drone Visual Observer	67
Hydrogeologist 3	197	Software Engineer 4	175	Landscape Architect 1	\$142
Hydrogeologist 4	244	Software Engineer 5	188	Landscape Architect 2	154
Hydrogeologist 5	260	Software Engineer 6	200	Landscape Architect 3	165
Senior Consultant 1	\$219	Software Engineer 7	212	Landscape Architect 4	178
Senior Consultant 2	272	Software Engineer 8	230	Landscape Architect 5	189
Senior Consultant 3	285	Computer Technician	\$189		
Senior Consultant 4	296				
Senior Consultant 5	307				

SURVEY CREWS & REIMBURSABLE EXPENSES

Category	2025 Rates	Category	2025 Rates
Survey Crews:		ATV/Snowmobile/ Boat	\$15/hour
1-Person Crew (plus equipment)	\$190/hour	ATV w/Tracks	\$30/hour
2-Person Crew (plus equipment)	\$231/hour	Hydrone RCV	\$50/hour
3-Person Crew (plus equipment)	\$286/hour	Small UAS (Drone)	\$25/hour
4-Person Crew (plus equipment)	\$320/hour	Large UAS (Drone)	\$50/hour
Meals	Actual Cost	Deliveries/Postage/Printing	Actual Cost
Hotel	Actual Cost	Surveying Materials: Lath, Hubs, Pipe, etc.	Actual Cost
Mileage – Vehicles:		Special Equipment and Other Materials Required	Actual Cost
2-Wheel Drive	IRS Standard Mileage Rate	Subconsultants	Actual Cost + 10%
4-Wheel Drive	IRS Standard Mileage Rate + \$.20/Mile		
GPS Equipment	\$25/hour/unit		
Robotic Total Station	\$40/hour		

2025 FEE SCHEDULE

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Engineering Assistant 2	123	Technician 1	123	Project Assistant 2	101
Engineer 1	149	Technician 2	131	Project Assistant 3	107
Engineer 2	156	Technician 3	140	Project Assistant 4	112
Engineer 3	164	Technician 4	149	Project Assistant 5	120
Engineer 4	172	Technician 5	156	Project Assistant 6	125
Engineer 5	183	Technician 6	164	Planner 1	\$172
Engineer 6	194	Technician 7	173	Planner 2	188
Engineer 7	206	Technician 8	182	Planner 3	205
Engineer 8	216	Technician 9	190	Planner 4	237
Engineer 9	227	Technician 10	200	Planner 5	249
Engineer 10	237	Technician 11	208	Land Surveyor 1	\$156
Engineer 11	248	GIS Assistant	\$76	Land Surveyor 2	179
Engineer 12	260	GIS Analyst 1	116	Land Surveyor 3	198
Engineer 13	269	GIS Analyst 2	128	Land Surveyor 4	211
Scientist Assistant	\$107	GIS Analyst 3	140	Land Surveyor 5	237
Scientist 1	145	GIS Analyst 4	153	Land Surveyor 6	260
Scientist 2	156	GIS Analyst 5	164	CAD Technician 1	\$109
Scientist 3	172	GIS Analyst 6	176	CAD Technician 2	114
Scientist 4	185	Project Manager 1 – Technology	179	CAD Technician 3	123
Scientist 5	197	Project Manager 2 – Technology	198	CAD Technician 4	131
Scientist 6	230	Project Manager 3 – Technology	230	CAD Technician 5	140
Scientist 7	260	Software Engineer 1	\$135	CAD Technician 6	149
Hydrogeologist 1	\$156	Software Engineer 2	152	Drone Pilot	\$165
Hydrogeologist 2	173	Software Engineer 3	163	Drone Visual Observer	67
Hydrogeologist 3	197	Software Engineer 4	175	Landscape Architect 1	\$142
Hydrogeologist 4	244	Software Engineer 5	188	Landscape Architect 2	154
Hydrogeologist 5	260	Software Engineer 6	200	Landscape Architect 3	165
Senior Consultant 1	\$219	Software Engineer 7	212	Landscape Architect 4	178
Senior Consultant 2	272	Software Engineer 8	230	Landscape Architect 5	189
Senior Consultant 3	285	Computer Technician	\$189		
Senior Consultant 4	296				
Senior Consultant 5	307				

SURVEY CREWS & REIMBURSABLE EXPENSES

Category	2025 Rates	Category	2025 Rates
Survey Crews:		ATV/Snowmobile/ Boat	\$15/hour
1-Person Crew (plus equipment)	\$190/hour	ATV w/Tracks	\$30/hour
2-Person Crew (plus equipment)	\$231/hour	Hydrone RCV	\$50/hour
3-Person Crew (plus equipment)	\$286/hour	Small UAS (Drone)	\$25/hour
4-Person Crew (plus equipment)	\$320/hour	Large UAS (Drone)	\$50/hour
Meals	Actual Cost	Deliveries/Postage/Printing	Actual Cost
Hotel	Actual Cost	Surveying Materials: Lath, Hubs, Pipe, etc.	Actual Cost
Mileage – Vehicles:		Special Equipment and Other Materials Required	Actual Cost
2-Wheel Drive	IRS Standard Mileage Rate	Subconsultants	Actual Cost + 10%
4-Wheel Drive	IRS Standard Mileage Rate + \$.20/Mile		
GPS Equipment	\$25/hour/unit		
Robotic Total Station	\$40/hour		

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7. LIMITATION OF LIABILITY

In no event shall Houston be liable for punitive, special, incidental, indirect, consequential, or lost profit damages of any kind or nature, regardless of the form of action to which such damages are sought. Houston's maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement, whether such claim is based on negligence, breach of contract, or any other theory. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston from any and all liability over and above the limitations set forth in this paragraph.

8. INSURANCE

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Houston's subconsultants for specialized fees or services related to remediation of Hazardous Substances as agreed in writing between Houston and Client. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants and subconsultants from and against all fees, costs, claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for third-party remediation specialists, experts, attorneys, and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

10. INDEMNIFICATION

Client shall indemnify, defend, and hold harmless Houston, together with its officers, directors, shareholder, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, and employees from and against any and all, costs, losses and damages, including reasonable attorneys' fees and other costs of litigation or dispute resolution to the extent caused by Houston's fault, negligent acts or omissions in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.

11. WARRANTY

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

12. CONTRACTOR MEANS AND METHODS

Houston has no control over, supervision of, or responsibility for construction of the Project or at the Project site. Client is solely responsible for retaining a qualified contractor or contractors licensed in the jurisdiction of the project (separately or collectively, the "Contractor") to implement the construction of the Project ("Work"). Contractor shall coordinate, control, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, safety, and security. Houston shall not be responsible for and shall bear no liability for Contractor's failure to perform the Work in accordance with the requirements of the Project and any documents or contracts related to the Project. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Client, Houston, and Houston's subconsultants, officers, directors, shareholder, agents, consultants, and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising out of or resulting from performance of the Work. Contractor shall provide insurance and name Client, Houston, and Houston's subconsultants as additional insureds on Contractor's commercial general liability insurance policies on a primary and non-contributory basis. The amount of coverage available to the additional insureds shall be the amount of coverage required in the Client-Contractor agreement.

13. PROJECT SITE

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the Work, means or methods of Contractor or its/their subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the Contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents, or subcontractors on a site shall not imply that Houston controls the operations of others, nor shall it be construed to be an acceptance by Houston of any responsibility for jobsite safety.

14. CONFIDENTIALITY

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

15. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston. Client shall indemnify, defend, and hold harmless Houston, together with its officers, directors, shareholder, agents, consultants and employees from and against any and all claims, costs, losses, and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's re-use of all information, documents, drawings, specifications prepared as part of the Project.

16. REMEDIES

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

17. PROPRIETARY DATA

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

18. GOVERNING LAW

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of North Dakota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Cass County, North Dakota.

19. DATA PRACTICES ACT REQUESTS

Houston considers certain information developed during the execution of services as “not public” and “protected” from public disclosure under the various local, state, and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys’ fees associated with any requests for release of information under any such laws.

20. FORCE MAJEURE

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to, without limitation, causes beyond its reasonable control including, without limitation, acts of God, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, pandemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston, if such could have not been overcome by the exercise of reasonable efforts by Houston (each, an “Event of Force Majeure”). Any delay due to an Event of a Force Majeure shall not be deemed to be a breach of or failure to perform this Agreement or any part hereof; provided, however, Houston shall provide reasonable notice to the Client of any Event of Force Majeure which notice shall provide the particulars of the cause of the event of Force Majeure in writing. In the event of any such delay, Houston’s performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

21. WAIVER OF JURY

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

22. BUSINESS ENTITY

Client acknowledges that Houston is a business corporation and agrees that any claim made by Client arising out of any act or omission of any shareholder, director, officer, or employee of Houston in the execution or performance of this Agreement shall be made solely against Houston and not against any individual or group of individuals in any capacity.

23. NOTICES

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served; sent by commercial carrier service; deposited in the United States Mail, certified or registered, postage prepaid, return receipt requested; or sent by electronic mail with read receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, electronic mail, or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service or by transmission by electronic mail. Notices, demands, or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the U.S. mail or electronic addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

24. MISCELLANEOUS

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third-party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied, or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston’s prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

– END OF DOCUMENT –

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Addenda item for May 19th, 2025 Park Board Meeting

Description: Dave Mayer will lead us through the ADA improvements planned for Steckel Boat Landing in 2025

In the 2025 budget we requested funds to continue improving our facilities by bringing them up to current ADA standards.

Improvements to include a new Vault Toilet, Concrete sidewalks that will be placed between the parking lot, the picnic, and the Toilet facility. We are also proposing to add some tree plantings.

Action: This is for information at this time. I have authorized the request for bids and that those bids be brought back to the commission at the next meeting for approval



Addenda item for May 19th, 2025 Park Board Meeting

Description: Dave Mayer will lead us through the proposal for Kneifel Boat Ramp Consultant Study

As the plans are in place to replace the Boat Ramp at Keelboat Park, it is my intention to add a ramp to the Kneifel Boat Ramp area. This new ramp will be placed in the area of the current campground area. The campground will be closed and that area will be used for a parking lot. It is also proposed that this ramp area will include a handicapped accessible apparatus that will allow wheelchair bound individuals to be loaded into watercraft.

Action: We can approve this proposal tonight or we can add it to the 2026 Budget.

April 6, 2025

Burleigh County Park Board (BCPB)
Commissioner Wayne Munson
221 N 5th St
Bismarck, ND 58501

Subject: Kniefel Boat Ramp Addition Feasibility Study, Bismarck, North Dakota

Thank you for requesting this proposal for the Kniefel Boat Ramp Addition Feasibility Study located in Northwest Bismarck, North Dakota near the Misty Waters Marina. We prepared this proposal based on our knowledge and understanding of the location on the Missouri River, the desire to expand river access and to increase the public recreational values of this site. We included the following tasks and projected the associated fees to provide a completed feasibility study.

Task #1 – Engineering Services Agreement (ESA)

No Charge

- Includes development of an Engineering Services Agreement (ESA) with BCPB . Attached to this letter are our standard rates and general terms and conditions that are part of the ESA.
- *Deliverable is the completed and signed ESA*

Task #2 – Feasibility Study

\$49,200.00

- A study will be conducted regarding the feasibility of constructing a secondary two-lane boat ramp and parking lot south of the existing Kniefel Boat Landing, south and west of the Misty Waters Marina. This includes utilizing the existing campground property to enhance river access, and accounting for the master planned corridor for a Missouri River bridge north of this location. Sections of the feasibility study would include the following:
 - Missouri River Hydraulics
 - Modeling and River Velocity Vector Calculations
 - Evaluate existing ramp construction and continuing sedimentation issues
 - Placement and orientation of a new boat ramp
 - Bankline Conditions and Stabilization Measures (Ex. Armoring or Jetty)
 - Three Conceptual Site Plan / Parking Layouts
 - Environmental / Tree Impacts
 - Site Amenity Alternatives
 - Opinions of Probable Construction Cost
 - Preferred Alternative Recommendations
 - Northern Bridge Corridor Conflicts

- Permitting Requirements – Regulatory Consultations
 - Platting / Zoning / USACE / FEMA / NDDWR / County / Local / etc.
- Ownership and Acquisition Inquiries
- Funding Opportunities
- Public Hearing / Three Stakeholder Meetings
- *Deliverable is a feasibility study report prepared by Houston Engineering documenting the items listed above.*

Total Budgeted costs for Tasks 1 through Task 2: \$49,200.00

Project Schedule:

Activity	Completion Date		
	Month	Day	Year
Award Feasibility Study	June	2	2025
BCPB Coordination Meeting	June	9	2025
50% Feasibility Review	July	18	2025
Feasibility Report	August	18	2025

The total lump sum fee for the study is \$49,200, which is not to be exceeded without prior written approval, unless additional tasks are directly requested by the client. The fee is based on having conceptual alternatives and options reviewed and selected at the 50% project completion point. If changes are requested by the BCPB or other partners, after that time, we will consider additional services needs and complete them on a time and materials basis.

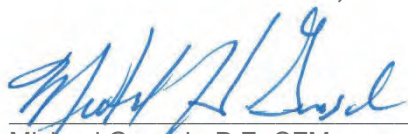
This scope of work is not all-inclusive, and it does not include design drawings, geotechnical, permitting, platting, or any other item specifically identified in the above tasks.

AGREEMENT

Houston's receipt of this accepted proposal constitutes a contract between us and Burleigh County Park Board into which the enclosed *Houston Engineering, Inc. General Terms and Conditions dated September 30, 2024* and our 2025 Fee Schedule are hereby incorporated by reference.

This proposal is valid until June 2, 2025. We appreciate this opportunity and look forward to working with you on this project. If you agree, please sign below, and return via email to Houston Engineering, Inc.

Sincerely,
HOUSTON ENGINEERING, INC.



Michael Gunsch, P.E, CFM
Senior Project Manager
mgunsch@houstoneng.com

Accepted by:

Title: _____

Date: _____

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Houston's subconsultants for specialized fees or services related to remediation of Hazardous Substances as agreed in writing between Houston and Client. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants and subconsultants from and against all fees, costs, claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for third-party remediation specialists, experts, attorneys, and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

10. INDEMNIFICATION

Client shall indemnify, defend, and hold harmless Houston, together with its officers, directors, shareholder, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, and employees from and against any and all, costs, losses and damages, including reasonable attorneys' fees and other costs of litigation or dispute resolution to the extent caused by Houston's fault, negligent acts or omissions in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.

11. WARRANTY

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

12. CONTRACTOR MEANS AND METHODS

Houston has no control over, supervision of, or responsibility for construction of the Project or at the Project site. Client is solely responsible for retaining a qualified contractor or contractors licensed in the jurisdiction of the project (separately or collectively, the "Contractor") to implement the construction of the Project ("Work"). Contractor shall coordinate, control, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, safety, and security. Houston shall not be responsible for and shall bear no liability for Contractor's failure to perform the Work in accordance with the requirements of the Project and any documents or contracts related to the Project. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Client, Houston, and Houston's subconsultants, officers, directors, shareholder, agents, consultants, and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising out of or resulting from performance of the Work. Contractor shall provide insurance and name Client, Houston, and Houston's subconsultants as additional insureds on Contractor's commercial general liability insurance policies on a primary and non-contributory basis. The amount of coverage available to the additional insureds shall be the amount of coverage required in the Client-Contractor agreement.

13. PROJECT SITE

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the Work, means or methods of Contractor or its/their subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the Contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents, or subcontractors on a site shall not imply that Houston controls the operations of others, nor shall it be construed to be an acceptance by Houston of any responsibility for jobsite safety.

14. CONFIDENTIALITY

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

15. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston. Client shall indemnify, defend, and hold harmless Houston, together with its officers, directors, shareholder, agents, consultants and employees from and against any and all claims, costs, losses, and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's re-use of all information, documents, drawings, specifications prepared as part of the Project.

16. REMEDIES

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

17. PROPRIETARY DATA

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

18. GOVERNING LAW

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of North Dakota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Cass County, North Dakota.

19. DATA PRACTICES ACT REQUESTS

Houston considers certain information developed during the execution of services as “not public” and “protected” from public disclosure under the various local, state, and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys’ fees associated with any requests for release of information under any such laws.

20. FORCE MAJEURE

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to, without limitation, causes beyond its reasonable control including, without limitation, acts of God, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, pandemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston, if such could have not been overcome by the exercise of reasonable efforts by Houston (each, an “Event of Force Majeure”). Any delay due to an Event of a Force Majeure shall not be deemed to be a breach of or failure to perform this Agreement or any part hereof; provided, however, Houston shall provide reasonable notice to the Client of any Event of Force Majeure which notice shall provide the particulars of the cause of the event of Force Majeure in writing. In the event of any such delay, Houston’s performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

21. WAIVER OF JURY

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

22. BUSINESS ENTITY

Client acknowledges that Houston is a business corporation and agrees that any claim made by Client arising out of any act or omission of any shareholder, director, officer, or employee of Houston in the execution or performance of this Agreement shall be made solely against Houston and not against any individual or group of individuals in any capacity.

23. NOTICES

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served; sent by commercial carrier service; deposited in the United States Mail, certified or registered, postage prepaid, return receipt requested; or sent by electronic mail with read receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, electronic mail, or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service or by transmission by electronic mail. Notices, demands, or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the U.S. mail or electronic addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

24. MISCELLANEOUS

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third-party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied, or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston’s prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

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2025 FEE SCHEDULE

LABOR RATES

The following is a schedule of hourly rates and charges for services offered by Houston Engineering, Inc. These rates are subject to a modest increase on January 1st of each year (typically no more than 5%).

Category	2025 Rates	Category	2025 Rates	Category	2025 Rates
Engineering Assistant 1	\$104	Technician Assistant	\$107	Project Assistant 1	\$87
Engineering Assistant 2	123	Technician 1	123	Project Assistant 2	101
Engineer 1	149	Technician 2	131	Project Assistant 3	107
Engineer 2	156	Technician 3	140	Project Assistant 4	112
Engineer 3	164	Technician 4	149	Project Assistant 5	120
Engineer 4	172	Technician 5	156	Project Assistant 6	125
Engineer 5	183	Technician 6	164	Planner 1	\$172
Engineer 6	194	Technician 7	173	Planner 2	188
Engineer 7	206	Technician 8	182	Planner 3	205
Engineer 8	216	Technician 9	190	Planner 4	237
Engineer 9	227	Technician 10	200	Planner 5	249
Engineer 10	237	Technician 11	208	Land Surveyor 1	\$156
Engineer 11	248	GIS Assistant	\$76	Land Surveyor 2	179
Engineer 12	260	GIS Analyst 1	116	Land Surveyor 3	198
Engineer 13	269	GIS Analyst 2	128	Land Surveyor 4	211
Scientist Assistant	\$107	GIS Analyst 3	140	Land Surveyor 5	237
Scientist 1	145	GIS Analyst 4	153	Land Surveyor 6	260
Scientist 2	156	GIS Analyst 5	164	CAD Technician 1	\$109
Scientist 3	172	GIS Analyst 6	176	CAD Technician 2	114
Scientist 4	185	Project Manager 1 – Technology	179	CAD Technician 3	123
Scientist 5	197	Project Manager 2 – Technology	198	CAD Technician 4	131
Scientist 6	230	Project Manager 3 – Technology	230	CAD Technician 5	140
Scientist 7	260	Software Engineer 1	\$135	CAD Technician 6	149
Hydrogeologist 1	\$156	Software Engineer 2	152	Drone Pilot	\$165
Hydrogeologist 2	173	Software Engineer 3	163	Drone Visual Observer	67
Hydrogeologist 3	197	Software Engineer 4	175	Landscape Architect 1	\$142
Hydrogeologist 4	244	Software Engineer 5	188	Landscape Architect 2	154
Hydrogeologist 5	260	Software Engineer 6	200	Landscape Architect 3	165
Senior Consultant 1	\$219	Software Engineer 7	212	Landscape Architect 4	178
Senior Consultant 2	272	Software Engineer 8	230	Landscape Architect 5	189
Senior Consultant 3	285	Computer Technician	\$189		
Senior Consultant 4	296				
Senior Consultant 5	307				

SURVEY CREWS & REIMBURSABLE EXPENSES

Category	2025 Rates	Category	2025 Rates
Survey Crews:		ATV/Snowmobile/ Boat	\$15/hour
1-Person Crew (plus equipment)	\$190/hour	ATV w/Tracks	\$30/hour
2-Person Crew (plus equipment)	\$231/hour	Hydrone RCV	\$50/hour
3-Person Crew (plus equipment)	\$286/hour	Small UAS (Drone)	\$25/hour
4-Person Crew (plus equipment)	\$320/hour	Large UAS (Drone)	\$50/hour
Meals	Actual Cost	Deliveries/Postage/Printing	Actual Cost
Hotel	Actual Cost	Surveying Materials: Lath, Hubs, Pipe, etc.	Actual Cost
Mileage – Vehicles:		Special Equipment and Other Materials Required	Actual Cost
2-Wheel Drive	IRS Standard Mileage Rate	Subconsultants	Actual Cost + 10%
4-Wheel Drive	IRS Standard Mileage Rate + \$.20/Mile		
GPS Equipment	\$25/hour/unit		
Robotic Total Station	\$40/hour		







COUNTY COMMISSION

ITEM

4

BURLEIGH COUNTY COMMISSION
MEETING MINUTES
May 5th, 2025

5:07 PM

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

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

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

Motion by Comm. Schwab, 2nd by Comm. Bakken to approve the April 21st, 2025 meeting minutes as well as the approval of the bills. All members present voted 'AYE'. ***Motion carried.***

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

Owner	Tax Year	Legal Description	Credit Type	Current MV	Reduced MV
Robert Berger	2024	Lot 14, Block 14, Casey's 3rd	Error in property description	\$234,300	\$220,300
Sarah Nicole Hsu	2024	Lots 11-12 & E85' of Lot 13, Block 24, Fisher	90% Disabled Veteran	\$123,700	\$87,700
Judith Idol	2024	Lot 9, Block 1, Southland Addn	100% Homestead Credit	\$364,100	\$164,100
Michael & Bonnie Aide	2023	Lot 10, Block 1, South Meadows Addn 1st Replat	50% Homestead Credit	\$291,400	\$191,400
Michael & Bonnie Aide	2024	Lot 10, Block 1, South Meadows Addn 1st Replat	50% Homestead Credit	\$304,500	\$204,500
Wayne & Mary Jane Jensen	2023	2006 Champion 56 X 32, vin # 0506D7209193AB	100% Homestead Credit	\$99,008	\$0
Frances Moch	2025	1993 Schult 16 x 76, serial # M261473	100% Homestead Credit	\$29,087	\$0
David Vanderkinter	2025	1963 Marshfield 64 x 12	100% Disabled Veteran	\$6,128	\$0
Curtis & Nannette Johnson	2023	Lots 1-2, Block 10, McKenzie's	50% Homestead Credit	\$210,600	\$110,600

Curtis & Nannette Johnson	2024	Lots 1-2, Block 10, McKenzie's	50% Homestead Credit	\$221,600	\$121,600
			100%		
Cynthia Russell	2024	N3' of Lot 23 & all Lot 24, Block 8, Marian Park 1st	Homestead Credit	\$232,100	\$132,100
			100%		
Charles Russell	2024	Lot 35, Block 23, Southwood Terrace 2nd Rep	Homestead Credit	\$269,800	\$169,800
Connie Heer	2024	Lot 2B of Lot 2, Block 2, Kilber North Addition	50% Homestead Credit	\$209,200	\$109,200

Motion by Comm. Munson, 2nd by Comm. Bakken to approve the Robert Berger, Sarah Nicole Hsu, Judith Idol, Michael & Bonnie Aide, Wayne & Mary Jane Jensen, Frances Moch, David Vanderkinter, Curtis & Nannette Johnson, Cynthia Russell, and Connie Heer abatements and the consent agenda in its entirety. All members present voted 'AYE'. ***Motion carried.***

Chairman Bitner started a discussion regarding a parking lot that the County had sold and the account associated with it. Deputy Finance Director Taylor Schmidt stated that the County had received property tax statements with specials balances, unrelated to the parking lot, totaling approximately \$91,000. He said the County paid the specials out of the unused parking lot fund (leaving a negative balance) and that the specials should have been paid from the specials account directly and the funds should have been transferred from the parking lot fund. Schmidt said that the account was to be closed per a motion of the Commission from February 2024 and that it can't be done until the negative balance is fixed. Auditor/Treasurer Mark Splonskowski added that the specials should have been paid from the specials account with the transfer of monies from the parking lot fund. Chair Bitner requested this item be placed on the agenda for the next meeting and for recommendations to be made to fix the negative cash balance in the parking lot fund.

Chairman Bitner said that the County had a situation with the Primary Residence Credit (PRC) where the County received payment from the State on March 28th, 2025, and the County apportioned the funds in late April. State law states that the funds had to be apportioned to the other taxing entities within fourteen days. Chair Bitner said the interest that the County earned on the PRC funds needs to be disbursed to the other taxing entities for the time the apportionment was delayed. Auditor/Treasurer Splonskowski stated that the apportionment for the PRC has been done and the refund checks for mobile homes have been sent out. He said that he would be working with the Finance Department on getting the interest earnings sent out to the other taxing entities. Splonskowski advised the other taxing entities that they would be receiving a second round of apportioning for the remainder of April on the normal schedule. He said that he was not aware of the deadline and that the PRC has been a moving target due to poor communication from the State.

Chairman Bitner started a discussion on submitting a petition to the Governor to remove Auditor/Treasurer Mark Splonskowski. He requested any input on or additions to the States Attorney's rough draft of the petition. States Attorney Julie Lawyer said she drafted the petition to show an example of what a petition would look like and reminded the Commission that it was a very rough draft. She gave a walk-through of the process of submitting the petition through the point the decision is made by the Governor. Chair Bitner requested that

the Commission work with the States Attorney on the draft petition and requested this item be put on the agenda for the next meeting. He said the Finance Department would be putting together numbers relevant to the petition and those are to be given to the States Attorney to aid in the preparation of the petition. Chair Bitner stated that there were at least three occasions where the Auditor's Office has not followed State law, including the lawsuit filed against the State regarding elections, the delay in the apportionment of the PRC, and the delay in sending tax documents to election workers which was not consistent with Federal law. Motion by Comm. Woodcox, 2nd by Comm. Munson to approve the petition as submitted. Motion by Comm. Munson, 2nd by Comm. Woodcox to amend the motion to give the States Attorney's Office two weeks, till the next meeting, to create the final draft petition for Commission approval. Commissioners Woodcox, Schwab, Munson, and Chair Bitner voted 'AYE'. Commissioner Bakken voted 'NAY'. ***Motion carried.*** The original motion, as amended, made by Comm. Woodcox, 2nd by Comm. Munson to give the States Attorney's Office two weeks, till the next meeting, to create the final draft petition for Commission approval. Commissioners Woodcox, Schwab, Munson, and Chair Bitner voted 'AYE'. Commissioner Bakken voted 'NAY'. ***Motion carried.***

Chairman Bitner started a discussion on the preliminary resolution for the redesignation of the Auditor/Treasurer position. States Attorney Julie Lawyer stated that the draft resolution presented was a very rough draft and provided a basic outline regarding the reorganization of the office with the Treasurer being appointed and specifically being tasked with the financial responsibilities. She said that an appointed Treasurer would go through the normal hiring process through Human Resources. Lawyer stated that the resolution would have the same effective date as the original and would include the re-organization of the office. Since the responsibilities of the overall office are not changing and no officers are being removed the plan can take effect before the end of the current term. She said that with this resolution, the term of a sitting officer and the correlating salary cannot be changed before the end of the term. Lawyer mentioned that she had additionally included the separation of the Tax Equalization Office in the resolution. She said that an analysis of the re-organization would be done as part of the plan. Discussion was had. Chair Bitner requested this item be placed on the agenda for the next meeting

County Engineer Marcus Hall presented a petition to vacate a section line and requested a public hearing be held. The petition was filed by Wachter Development, Inc and is in the Promontory Point VI Addition. Discussion was had. Chair Bitner opened the public hearing. A representative of Swenson, Hagen, & Co. provided some additional information on vacating the section line. Chair Bitner closed the public hearing. Motion by Comm. Bakken, 2nd by Comm. Munson to vacate the section line with roads in place for the public benefit. All members present voted 'AYE'. ***Motion carried.***

Ronni Martin with law firm Chapman and Cutler LLP, representing Sanford as bond council, joined the meeting via Zoom and presented information regarding Sanford's plan to issue tax exempt bonds through the South Dakota Health & Educational Facilities Authority. She said a portion of these bonds would be used in facilities throughout the County with a list of those facilities having been provided. Martin stated that upon the adoption of the resolution, a public notice would be published, and a request of a public hearing would be made of the Commission. She said there is no liability to the County for these bonds and that for Sanford to use the proceeds of tax exempt bonds they need the public hearing for the jurisdiction to approve of the

financing. Motion by Comm. Munson, 2nd by Comm. Bakken to approve the resolution requesting for a public hearing at the next scheduled meeting. All members present voted 'AYE'. ***Motion carried.***

County Planning Director Mitch Flanagan presented an ordinance to amend and re-enact Article 8 of the 1972 Amended Zoning Ordinance of Burleigh County, North Dakota relating to Section 30 Data Centers. He presented information relating to the special use permit fees for the building of a data centers. Discussion was had. Motion by Comm. Munson, 2nd by Comm. Bakken to make the maximum amount of a special use permit for data centers to be \$250,000 along with changes to the language based off of the suggestion of the States Attorney. Commissioners Woodcox, Munson, Bakken, and Chairman Bitner voted 'AYE'. Commissioner Schwab voted 'NAY'. ***Motion carried.*** Discussion was had regarding the decommissioning plan contained within the ordinance. Motion by Comm. Munson, 2nd by Comm. Bakken to change the monies allocated for the decommissioning plan to seventy-five percent of construction cost with the ability to evaluate it through the special permit process. Commissioners Woodcox, Munson, and Bakken voted 'AYE'. Commissioner Schwab and Chairman Bitner voted 'NAY'. ***Motion carried.*** Motion by Comm. Munson, 2nd by Comm Bakken to approve the ordinance, with the changes made, to amend and re-enact Article 8 of the 1972 Amended Zoning Ordinance of Burleigh County, North Dakota relating to Section 30 Data Centers. Commissioners Woodcox, Munson, Bakken, and Chairman Bitner voted 'AYE'. Commissioner Schwab voted 'NAY'. ***Motion carried.***

County Finance Director Leigh Jacobs presented information on the Burleigh-Morton Detention Center sales tax bond escrow agreement. In the agenda packet, Jacobs stated that there was an amendment to the joint powers agreement with Morton County which fixes the ownership percentages determined by payments. He said the final ownership shares of the building were Burleigh County with 83.07% and Morton County with 16.93% with different ratios for operations, land, and maintenance. Jacobs presented the escrow agreement and said the County had enough money to pay off the bonds so we will deposit those into the escrow account and the County's Trust Officer will make the future escrow payments. He listed items that were in the escrow agreement; the \$95,000 construction fund will be released to Burleigh County and any extra in the escrow fund will be returned at the same ratio. Jacobs requested the approval of the resolution. Motion by Comm. Munson, 2nd by Comm. Bakken to approve the resolution providing for the bond redemption and authorizing end of Detention Center sales tax. All members voted 'AYE' ***Motion carried.***

County Human Resources Director Pam Binder presented the 2024 Burleigh County Human Resources Report with turnover analysis. She noted that the turnover rate for the County showed cyclical patterns over the last ten years and that the ten year low was 2019 at 15% and the high was 22% in 2023 and 2024. Binder gave more information on the turnover of the County and discussed the presentation included in the agenda packet.

Human Resources Director Binder stated the department heads had met and come up with three options for the 2026 employee increase projections for the Commissions review. The recommendation was one step & two percent cost-of-living adjustment (COLA) with other options being one step & one percent COLA and two percent COLA. Discussion was had and a consensus of the Commission was to proceed with the one step and two percent COLA (approximately four and a half percent) for budgeting purposes.

Human Resources Director Binder presented an updated Leave Sharing Policy for the Commissions review. She said that the policy needed to clarify that employees must not be in their probationary period to participate in leave sharing and that the policy needed to be revised to reflect the Family Medical leave Act provisions. Motion by Comm. Bakken, 2nd by Comm. Munson to approve the updated County Leave Sharing Policy. All members present voted 'AYE'. **Motion carried.**

County Auditor/Treasurer Mark Splonskowski presented the bids received for the delineation of the wetlands at the Missouri Valley Complex (MVC). The County received four bids with the lowest bid being Moore Engineering. Motion by Comm. Munson, 2nd by Comm. Bakken to accept the bid from Moore Engineering of \$7,000 for the delineation of the wetlands at the MVC. Commissioners Bakken, Munson, Woodcox, and Schwab voted 'AYE'. Chairman Bitner voted 'NAY'. **Motion carried.** Comm. Munson asked the Commission if the cost should come out of the MVC operating or reserve fund with the operating fund being chosen. Motion by Comm. Munson, 2nd by Comm. Bakken to amend the aforementioned motion to use the operating fund for the expense. Commissioners Bakken, Munson, Woodcox, and Schwab voted 'AYE'. Chairman Bitner voted 'NAY'. **Motion carried.** Splonskowski presented one bid for the farmland at the MVC from DJ Coleman. Motion by Comm. Bakken, 2nd by Comm. Munson to accept the bid from DJ Coleman for the farmland at the MVC. All members present voted 'AYE'. **Motion carried.** Splonskowski stated that no bids for the hay land at the MVC were submitted, however, the gentleman who previously hayed the land had not been able to get a bid in and contacted Splonskowski saying that he would like to continue haying it. Motion by Comm. Munson, 2nd by Comm. Bakken to renew his contract for the next three years. All members present voted 'AYE'. **Motion carried.**

In other business:

- Comm. Bakken requested an update on the Summit Carbon Solutions Pipeline. States Attorney Julie Lawyer stated that there was a motion to dismiss filed by Summit Carbon Solutions and the County is just waiting for the Judge's order.
- Comm. Bakken noted that the County is ready to start taking applications for the citizen weed board. Comm. Schwab said that Weed Officer Johnson was not ready for this and that he is not sure a citizen weed board is needed.
- Comm. Woodcox inquired about where the County was in the budget process. Auditor/Treasurer Splonskowski stated that the budget worksheets had been sent out to the department heads and that the Commission needs to decide if the County is going to have a Budget Committee this year and if so, should he go ahead and start scheduling those meetings. The consensus amongst the Commissioners was to continue with the Budget Committee.

Meeting Adjourned.

Mark Splonskowski,
County Auditor/Treasurer

Brian Bitner,
Chairman

ITEM

5

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

Abate #	Owner	Tax Year	Legal Description	Credit Type	Current MV	Reduced MV
25-337	Adela Perez Diaz	2024	N5' of Lot 29, all Lot 30, S10' of Lot 31, Block 93, McKenzie & Coffin's	Error in property description	\$168,600	\$74,100
25-338	John & Sharon Fox	2023	Lot 7, Block 1, High Meadows 7th	Error in property description	\$441,600	\$404,000
25-339	John & Sharon Fox	2024	Lot 7, Block 1, High Meadows 7th	Error in property description	\$469,400	\$431,800
25-351	Michael & Rita Bartholomew	2023	Com @ pt 50' W of SE cor of Lot 3 W50' along S line of Lot 3 N70' E15' N80' to N line Lot 3 E35' along N line Lot 3 S150 to beg, Block 6, Northern Pacific	50% Homestead Credit	\$225,200	\$125,200
25-352	Michael & Rita Bartholomew	2024	Com @ pt 50' W of SE cor of Lot 3 W50' along S line of Lot 3 N70' E15' N80' to N line Lot 3 E35' along N line Lot 3 S150 to beg, Block 6, Northern Pacific	50% Homestead Credit	\$231,500	\$131,500
25-353	Verdeen Backstrom	2023	Lot 5A, Block 1, Boulder Ridge 1st Addn & undiv int in following common areas: Aud Lot B of L13, L15, Aud Lot B of L17, B1; L8 B2; L7 B3; L11 B9 & L12-13 B10	100% Homestead Credit	\$297,300	\$97,300
25-354	Verdeen Backstrom	2024	Lot 5A, Block 1, Boulder Ridge 1st Addn & undiv int in following common areas: Aud Lot B of L13, L15, Aud Lot B of L17, B1; L8 B2; L7 B3; L11 B9 & L12-13 B10	100% Homestead Credit	\$291,300	\$91,300
25-355	Jefferie Ehman	2024	Unit 4, Bldg 3112 Arrow Head Ranch, Block 2, Pebble Creek 8th, Lots 4,6,8,10, Block 1, Pebble Creek 8th Rplt & Lot 15 less Wly 148' of Sly 180', Block 2, Pebble Creek 8th	50% Homestead Credit	\$300,000	\$200,000

25-356	Eve Ann Benson	2023	Lot 5, Block 21, Wachter's 10th	50% Homestead Credit	\$338,400	\$288,400
25-357	Milt & Julie Bradford	2025	1999 Bellavista 66 x 26, serial # 670CC-99	50% Homestead Credit	\$62,600	\$31,300
25-358	Gaylynn Becker	2023	Lot 11, Block 12, Sattler's Sunrise 5th	50% Homestead Credit	\$456,700	\$406,700
25-359	Neal & Judith Jacobson	2024	Lot 13, Block 4, Wachter's 7th	50% Homestead Credit	\$137,300	\$68,650
25-360	Caleb Toman	2023	Lots 10-11 less the S4' of W40.08' of Lot 11, Block 77, William's Survey	Error in property description	\$171,100	\$141,400
25-361	Caleb Toman	2024	Lots 10-11 less the S4' of W40.08' of Lot 11, Block 77, William's Survey	Error in property description	\$172,700	\$140,600
25-362	Vernon & Darlene Bender	2023	Lot 23, Block 8, Peet's 4th	50% Homestead Credit	\$326,700	\$226,700
25-363	Ted Allen	2023	Lots 14-15 less E10' for alley, Block 3, Coffin's	100% Homestead Credit	\$146,000	\$0
25-364	Ted Allen	2024	Lots 14-15 less E10' for alley, Block 3, Coffin's	100% Homestead Credit	\$152,200	\$0
25-366	Keys Please	2023	Lot 37 Wilton Mobile Home Park, 1973 Marshfield 14 x 66	MH in unlivable condition, currently being repaired	\$7,456	\$3,728
25-367	Keys Please	2024	Lot 37 Wilton Mobile Home Park, 1973 Marshfield 14 x 66	MH in unlivable condition, currently being repaired	\$7,456	\$3,728
25-368	Franklin & Marjorie Mick	2023	Lot 12 pt of Lot 1 beg Wly cor Lot 1 Sely 52' SSEly 45.3' to Sly cor Lot 1 Nwly 94.28' to beg, Block 6, Peet's 3rd	50% Homestead Credit	\$299,500	\$199,500
25-369	Franklin & Marjorie Mick	2024	Lot 12 pt of Lot 1 beg Wly cor Lot 1 Sely 52' SSEly 45.3' to Sly cor Lot 1 Nwly 94.28' to beg, Block 6, Peet's 3rd	50% Homestead Credit	\$313,900	\$213,900
25-370	Francine Aune	2023	Lot 44, Block 1, Edgewood Village 2nd Addn	50% Homestead Credit	\$368,500	\$268,500

25-371	Francine Aune	2024	Lot 44, Block 1, Edgewood Village 2nd Addn	50% Homestead Credit	\$386,100	\$286,100
25-372	Eric & Corrine Atwood	2024	W50' of Lots 13-16 & W50' of S10' of Lot 17, Block 17, Coffin's	100% Homestead Credit	\$190,900	\$95,450
25-373	Marlys Baumann Walter & Lea Baumgartner	2023	Lots 2-3, Block 3, Sonnet Heights Sub 1st Rpt & Lot 2, Block 26, Sonnet Heights Sub & W35' Vac Ottawa St Adj Unit 6 Bldg 2(B) Laguna Hills, Block 3, Sonnet Heights Sub 1st Rpt	50% Homestead Credit	\$187,200	\$0
25-374	John & Helen Bennett	2023	Lot 22 & Lot 21A, Block 1, Kilber 2nd Addn Tract M being W1/2 Lot 8, Block 28, Stein's 4th	50% Homestead Credit	\$311,200	\$211,200
25-375	Bob & Patty Gefre	2024	Unit 3335 Rolling Hills Condos I, Lot 1, Block 1, East Hills Addn Replat	50% Homestead Credit	\$224,700	\$124,700
25-376	Shaun Riveland	2024	Lot 1, Block 1, Ripplinger	50% Homestead Credit	\$341,600	\$241,600
25-377	Douglas & Carol Alm	2023	Lot 1, Block 1, Ripplinger	80% Disabled Veteran	\$549,300	\$405,300
25-378	Marlene Grate	2023	Lot 8, Block 3, Cottonwood Lake 4th & undivided interest in Lot 32, Block 1 Unit 8 & garage unit 1, Gateway Plaza Condos Bldg 2715, Tract 2715A, Block 2, Gateway Commons	50% Homestead Credit	\$412,200	\$312,200
25-379	Marlene Grate	2024	Unit 8 & garage unit 1, Gateway Plaza Condos Bldg 2715, Tract 2715A, Block 2, Gateway Commons	50% Homestead Credit	\$127,700	\$63,850
25-380	Bernadette Heidrich Frank Benson & Janice Vigil	2024	Unit 8 & garage unit 1, Gateway Plaza Condos Bldg 2715, Tract 2715A, Block 2, Gateway Commons	50% Homestead Credit	\$129,400	\$64,700
25-381	Bernadette Heidrich	2024	Unit 5 & garage 8, Washington Court Condos Bldg 215, Lot H of Lot 1, Block 13, Replat Homan Acres	50% Homestead Credit	\$129,400	\$64,700
25-382	Frank Benson & Janice Vigil	2023	Unit 5 & garage 8, Washington Court Condos Bldg 215, Lot H of Lot 1, Block 13, Replat Homan Acres	50% Homestead Credit	\$120,800	\$60,400
25-382	Vigil	2023	Lot 1, Block 17, Replat Tibesar's 1st Sub	100% Homestead Credit	\$245,300	\$45,300

APPLICATION FOR LIQUOR LICENSE

Name of Applicant Tri-energy Cenex-Sterling Classification of License B1

Primary Contact Sarah Tschider Phone 701-202-7424

Address 31344 27th Ave NE Date of Birth/Incorporation 1.1.1989
Sterling, ND 58572

Is this a renewal of liquor license? Yes ☒ No ☐

If yes, give date of original application march 2017

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 _____

Residence _____

Post Office Address _____

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
We are a cooperative. I have attached a list of our Board of Directors.			

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

Date and type of any prior or present liquor business:

We currently sell off-sale at six of our convenience stores located in Bismarck, Mandan, Lincoln, and Sterling.

Exact legal description of proposed enterprise:

C-CORP COOPERATIVE

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. Kirkwood Bank & Trust 701-355-5342
- All of our banking is done here
2. PepsiCo 701-663-0481
- Beverage vendor
3. Henry's Foods 701-258-3618
- Primary wholesale vendor

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.

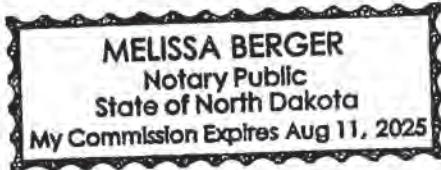
I hereby agree and consent that authorized officers or representatives of the County may enter the premises licensed at any time to inspect the same and records of the business, and hereby waive any and all rights under the Constitution of the United States or State of North Dakota, relative to searches 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.

Spencer Schiden
Signature of Applicant

Subscribed and sworn to before me this 3 day of April, 2025



Melissa Berger
Notary Public

Recommend application be approved _____ denied _____

Reasons for negative recommendation

County Auditor

Board of Directors

Dan Belohlavek

1755 Co Rd 81

Mandan, ND 58554

Elwood Barth

2599 Co Rd 135

Solen, ND 58570

George Ferderer

3695 27th Ave

Mandan, ND 58554

James Schmidt

16501 76th Ave SE

Menoken, ND 58558

Kevin Schmidt

5105 Hwy 1806

Mandan, ND 58554

Jeff Perkins

9500 Plainview Dt

Bismarck, ND 58503

Patrick Richter

8200 145th St SE

Menoken, ND 58558

APPLICATION FOR LIQUOR LICENSE
TOWNSHIP BOARD APPROVAL

To: Burleigh County Auditor

We, the Township Board of Sterling approve the
(Name of Township)

application for a Type BI Retail Liquor License for

Tri-Energy Cenex-Sterling
(Name of Establishment)

owned by Tri-Energy Cooperative PO Box 2317 Bismarck, ND
(Licensee) (Address) 58502

[Signature]
Chairman

[Signature]
Member

[Signature]
Member

ATTEST

[Signature]
(Township Clerk)

**BURLEIGH COUNTY TREASURER**PO Box 5518
Bismarck, ND 58506-5518**TAX RECEIPT**
*** ORIGINAL ***Clerk: Donna A
Batch Number: 20250203-000588

(continued from page 1)

Receipt#	Trans Date	Tax Year	Tax ID#	Stmnt#	General Taxes		Special Assessments		Total Amount
					Tax	P&I	Tax	P&I	
502089	02/03/2025	2024	31-139-80-00-04-820	36419	206.86	0.00	0.00	0.00	206.86
FARMERS UNION OIL OF BISMARCK/MANDAN PO BOX 2317 BISMARCK ND 58502-2317					TAX YEAR 2024 PAID IN FULL				
					DISTRICT: 3101BI SCT: 04 TWN: 139 RNG: 80 HAY CREEK TOWNSHIP Section 04 AUDITOR'S LOT C OF E1/2SE1/4 IRR PLAT 778424; 778955 04-139-80				
502090	02/03/2025	2024	35-139-76-00-29-230	40824	3,752.39	0.00	0.00	0.00	3,752.39
FARMERS UNION OIL COMPANY OF BISMARCK/MANDAN PO BOX 2317 BISMARCK ND 58502-2317					TAX YEAR 2024 PAID IN FULL				
					DISTRICT: 3535ST SCT: 29 TWN: 139 RNG: 76 STERLING TOWNSHIP Section 29 LOT D OF NE1/4 IRR PLAT 433840; 752455 29-139-76				
502094	02/03/2025	2024	CL-138-79-60-01-010	48047	10,572.68	0.00	0.00	0.00	10,572.68
WESTERN PARTNERS LLP 120 W SWEET AVE BISMARCK ND 58504-5566					TAX YEAR 2024 PAID IN FULL				
					LOCATION: 5200 LINCOLN RD DISTRICT: CL01BI TWN: 138 RNG: 79 BLK: 01 SOUTH 40 EAST Block 01 LOT 1 715384				
TOTAL:					\$116,194.40	\$0.00	\$7,463.96	\$0.00	\$123,658.36

Payment Type	Doc#	Description	Amount
CHECK	171328	TRI-ENERGY COOPERATIVE PO BOX 2317 BISMARCK ND 58502-2317	123,658.36
TOTAL AMOUNT PAID:			123,658.36

Parcel#	Tax Year	1st Half Due	2nd Half Due	Balance Due
0000-001-300				Paid In Full
0105-023-001				Paid In Full
0777-002-000				Paid In Full
0819-001-001				Paid In Full
1160-001-100				Paid In Full
31-139-80-00-04-820				Paid In Full
35-139-76-00-29-230				Paid In Full
CL-138-79-60-01-010				Paid In Full
TOTAL:				0.00



Shopping Cart: 0 items [\$0.00] 🛒

New Search

☐ Detail

Payoff

Help

Parcel #: 35-139-76-00-29-230

Status: Paid

Type: RE

Owner: FARMERS UNION OIL COMPANY OF

History:

Tax Year	Statement #	Bill Date	Bill Amount	Date Paid	** Paid Amount	Notes
2024	40824	12/09/2024	\$3,949.88	2/3/2025 2/3/2025	\$1,974.94 \$1,777.45	
2023	40265	12/01/2023	\$3,934.27	1/22/2024 1/22/2024	\$1,967.14 \$1,770.42	
2022	39745	12/09/2022	\$3,195.82	1/31/2023 1/31/2023	\$1,597.91 \$1,438.12	
2021	39439	11/29/2021	\$3,147.21	2/4/2022 2/4/2022	\$1,573.61 \$1,416.24	
2020	38942	12/07/2020	\$3,177.46	2/16/2021 2/16/2021	\$1,588.73 \$1,429.86	
2019	38968	12/02/2019	\$3,296.57	2/18/2020 2/18/2020	\$1,648.29 \$1,483.45	

** Paid Amount may include penalty, interest, & discounts

Note: The accuracy of this data is not guaranteed.
Web data was last updated 04/03/2025 08:00 AM.

Send Payments To:

Burleigh County Treasurer
PO Box 5518
Bismarck, ND 58506-5518



**APPLICATION FOR SPECIAL PERMIT TO SELL ALCOHOLIC BEVERAGES
AT A SPECIAL EVENT AT DESIGNATED PREMISES
"SE"**

Local Fee: \$25.00

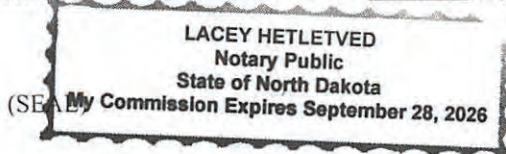
- Applicant (must have county license) TnT Tavern, LLC
1. Name of Licensee Travis Kocourek
 2. Name of Business TnT Tavern, LLC
 3. Mailing Address 212 John St Discoll, ND 58532
 4. State Alcoholic Beverage License Number AA-018316 5. Local License Number(s) 24-003
 6. Date(s) and Time of Special Event July 4th 2025 7pm-1am
 7. Describe Special Event Fully Street dance in front of bar

8. Indicate Premises to be Used on Reverse Side of this Application.

Dated this 11 day of April, 20 25

TnT Tavern, LLC
(Licensee)
BY Tn Kocourek
(Name and title if Corporate Officer or Manager)

Subscribed and sworn to before me this 11 day of April, 20 25



[Signature]

Recommendation ☐ Approved ☐ Denied ☐ If denied, reason for denial: _____

(Burleigh County Sheriff)

(Date)

PERMIT

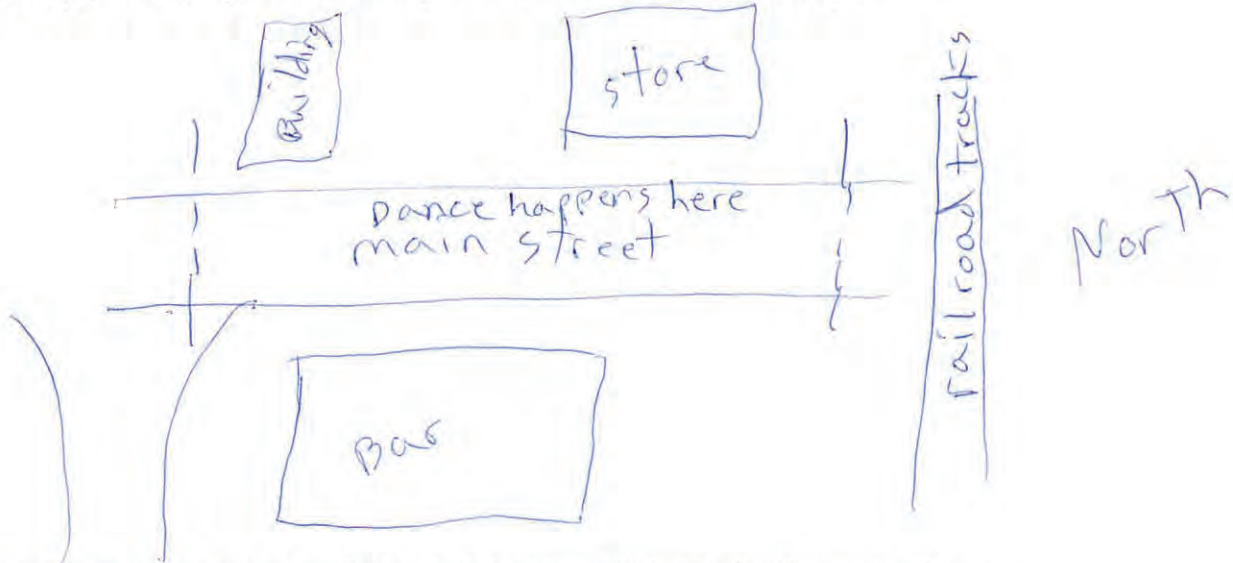
The above named licensee is hereby authorized to sell alcoholic beverages in accordance with law and ordinances at the premises and on the date(s) set forth in this application, subject to such rules and regulations as have been established.

Dated this _____ day of _____, 20 _____

(County Auditor)

DESCRIPTION OF PREMISES

1. Are premises located within the County of Burleigh? X Yes ____ No
2. Address of premises:
31 Main St Disco, ND 58532
(Street Address) (City) (Zip Code)
3. Name of building where event will be held: TNT Tavern, LLC
4. Do premises meet local and state requirements regarding sanitation and safety? X Yes ____ No
5. Draw a clear and understandable floor plan of the premises. Show all exits, bars, dining areas (if any), beverage coolers and beverage storage areas. Indicate which are solid walls, half walls, dividers, and moveable partitions. If any area is enclosed by fences or the like, explain type and height.



6. What part of the building will be used for the alcoholic beverage business (sale of beverages and consumption of beverages sold)? X All ____ Less than all. If less than all, fully explain and clearly indicate on the floor plan (outline with a different color):

APPLICATION FOR LIQUOR LICENSE
TOWNSHIP BOARD APPROVAL

To: Burleigh County Auditor

We, the Township Board of Driscoll approve the
(Name of Township)

application for a Type SE Retail Liquor License for

Tnt Tavern, LLC
(Name of Establishment)

owned by Travis Kocourek 31 Main St
(Licensee) (Address) Driscoll, ND

Scott Whelan
Chairman

Shawn Harpole
Member

Len Lang
Member

ATTEST

Ashley Peyer
(Township Clerk)



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

25-005

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Bismarck Cancer Center Foundation

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

Capital City Sporting Clays

Street 12945 71st Ave NE	City Bismarck	ZIP Code 58501	County Burleigh
------------------------------------	-------------------------	--------------------------	---------------------------

Beginning Date(s) Authorized 9/21/2025	Ending Date(s) Authorized 9/21/2025	Number of Twenty-One tables, if zero, enter "0"
--	---	--

Specific location where games of chance will be conducted and played at the site (required)

Under the awning of the Building

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

9/21/2025

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 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 type="checkbox"/> Twenty-One
<input checked="" 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 type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input 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	

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)

25-005
License Number (Office Use Only)

Site Owner (Lessor) Capital City Sporting Clays		Site Name Capital City Sporting Clays		Site Phone Number
Site Address 12945 71st Ave NE	City Bismarck	State ND	Zip Code 58501	County Burleigh
Organization Bismarck Cancer Center Foundation		Rental Period September 21, 2025 to September 21, 2025		Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		<input type="checkbox"/> No <input 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 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 type="checkbox"/> Yes		\$
Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				\$
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: <input type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices _____		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$
Total Monthly Rent				\$
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input checked="" 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>Mark Sandhu</i>	Title <i>owner</i>	Date <i>4/22/2025</i>
Signature of Lessee	Title	Date



LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 17926 (11-2023)

Permit Number
25-005

Permit Type (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games Authorized

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

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Menoken 4-H Picnic Park (Menoken Grove)		Dates Authorized (Read Instruction 2) 09/13/2025	
Organization or Group Contact Person [REDACTED]	E-mail [REDACTED]	Telephone Number [REDACTED]	
Mailing Address [REDACTED]	City [REDACTED]	State ND	ZIP Code 58503

SITE INFO

Site Name Menoken 4-H Picnic Park (Menoken Grove)		County Burleigh	
Site Address 3402 171st St NE	City Menoken	State ND	ZIP Code 58558

If the city or county is placing restrictions on the permit, please explain

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

Selling Raffle tickets from 5/20/2025- 9/13/2025.
Raffle drawing on 9/13/2025.

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

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

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

3. A licensed organization or organization that has a permit shall conduct games as follows:

a. Only one licensed organization or organization that has a permit may conduct games at an authorized site on a day, except that a raffle may be conducted for a special occasion by another licensed organization or organization that has a permit when one of these conditions is met:

(1) When the area for the raffle is physically separated from the area where games are conducted by the regular organization.

(2) Upon request of the regular organization and with the approval of the alcoholic beverage establishment, the regular organization's license or permit is suspended for that specific time of day by the Attorney General.

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

CITY OR COUNTY CONTACT PERSON

Printed Name of City or County Official Mark Splonskowski	Title of City or County Official Burleigh County Auditor/Treasurer	Telephone Number 701-222-8718	E-mail Address msplonskowski@nd.gov
Signature of City or County Official		Date	Issuing Governing Body <input type="checkbox"/> City <input type="checkbox"/> County

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



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (4-2023)

Applying for (check one)



Local Permit



Restricted Event Permit*

Games to be conducted



Raffle by a Political or Legislative District Party



Bingo



Raffle



Raffle Board



Calendar Raffle



Sports Pool



Poker*



Twenty-One*



Paddlewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Menoken 4-H Picnic Park (Menoken Grove)		Dates of Activity (Does not include dates for the sales of tickets) September 13, 2025	
Organization or Group Contact Person Shirley Ryberg	E-mail [REDACTED]	Telephone Number [REDACTED]	
Business Address [REDACTED]	City Bismarck	State ND	ZIP Code [REDACTED]
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Menoken 4-H Picnic Park (Menoken Grove)		County Burleigh	
Site Physical Address 3402 171st Street NE	City Menoken	State ND	ZIP Code 58558
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle - 09/13/2025			

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

Game Type	Description of Prize	Exact Retail Value of Prize
	See Attached List	
Total (limit \$40,000 per year)		\$

Intended Uses of Gaming Proceeds Basic upkeep & maintenance of the grove - replace broken picnic tables	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: [REDACTED] (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Name Shirley Ryberg	Title Treasurer	Telephone Number 701-391-0166	E-mail Address ryberg@bektel.com
Signature of Organization or Group's Top Official Shirley Ryberg		Title Treasurer	Date 5-1-2025

MENOKEN GROVE RAFFLE PRIZES - 2025

PRIZE	DONATED BY
\$300 Cash	Gary & Belinda Maher
\$100 Cash	Salter Farm
\$350 Gun	Schmitz Angus Ranch
\$100 Cash	J & R Salvage
\$100 Lawn Service	Tim Mattson
\$100 Abate of ND	Metal Flag
\$100 Gift Card	Scheels
\$100 Auto Repair	CK Auto
\$100 Chest Cooler	Nitro Green
\$200 Cash	Shirley Ryberg
\$200 Cash	Ryberg Ranch
\$200 Butler Products	Butler Machinery
\$25 Gift Card	Tumbleweed
\$25 Gift Card	Tumbleweed
\$100 Cash	Dutton Portable Welding
\$200 Gift Card for 3B Meats	Aberle Farms
\$200 2 Night Stay	Riverdale High Lodge
\$100	A Prairie Breeze RV Park
\$100 Gift Card	Dakota Community Bank
\$100 Gift Card	Dakota Community Bank
\$100 Gift Card	Dakota Community Bank
\$100 Gift Card	Dakota Community Bank
\$100 Gift Card	Dakota Community Bank
\$200 .22 Rifle	Quality Asphalt
\$100 Blackstone Griddle	Pure Country Inc.
\$100 Butchering or Sausage	Schweitzer's Gourmet Meats
\$100 Atwood Cowboy Hat	Pure Country Inc.
\$350 Gun	Agnew & Blotsky Ranches
\$350 Rifle	Menoken Grove
\$225 Wash, Vacuum, Vinyl	Dvorak Motors
\$225 Wash, Vacuum, Vinyl	Dvorak Motors
\$100 Cash	Lowell Malard Ranch
\$500 Cash	Bitz Livestock
Cooler, Beef Bucks & Caps	Mobridge Livestock

All Items required for this Permit have been met.

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

APPLICATION FOR LIQUOR LICENSE

Name of Applicant TNT Tavern, LLC Classification of License DPrimary Contact Travis Kocourek Phone 701-204-3096Address 31 Main St Date of Birth/Incorporation 10.1.2015Is this a renewal of liquor license? Yes X No _____If yes, give date of original application 10.1.2015

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

- X 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 Travis KocourekResidence 212 John StPost Office Address 212 John St Dinscoll, ND 58532

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
------	-----------	--------------	---------

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
Travis Kocourek	212 John St Discoill, ND	58532

Date and type of any prior or present liquor business:

10.1.2015 to present

Exact legal description of proposed enterprise: Driscoll 1st Addition
Block 7 Lots 1-3

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. FCCU - banking
2. Stifel - Investments
3. LPL Financial - Investments

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.

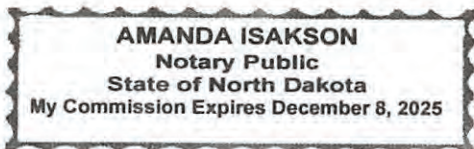
I hereby agree and consent that authorized officers or representatives of the County may enter the premises licensed at any time to inspect the same and records of the business, and hereby waive any and all rights under the Constitution of the United States or State of North Dakota, relative to searches 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.

Jim Kaul
Signature of Applicant

Subscribed and sworn to before me this 29th day of April, 2025



Amanda Isakson
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 Dnscoll approve the
(Name of Township)

application for a Type D Retail Liquor License for

TnT Tavern, LLC
(Name of Establishment)

owned by Travis Kocourek 31 Main St
(Licensee) (Address) Dnscoll, ND

Scott Whitman
Chairman

Shawn Harpole
Member

Loren Lang
Member

ATTEST

Ashley Pyz
(Township Clerk)



BURLEIGH COUNTY TREASURER

PO Box 5518
Bismarck, ND 58506-5518

TAX RECEIPT
*** DUPLICATE ***

Clerk:
Batch Number: 20250218-000946

Today's Date: 05/13/2025

Received from: KOCOUREK, TRAVIS
212 JOHN ST
DRISCOLL, ND 58532-9732

Receipt#	Trans Date	Tax Year	Tax ID#	Stmnt#	General Taxes		Special Assessments		Total Amount
					Tax	P&I	Tax	P&I	
516297	02/18/2025	2024	36-139-75-34-02-060	41258	7.08	0.00	0.00	0.00	7.08
KOCOUREK, TRAVIS 212 JOHN ST DRISCOLL ND 58532				TAX YEAR 2024 PAID IN FULL					
				DISTRICT: 3635ST TWN: 139 RNG: 75 BLK: 02 DRISCOLL 2ND Block 02 LOTS 1-6					
516298	02/18/2025	2024	36-139-75-34-02-090	41259	7.08	0.00	0.00	0.00	7.08
KOCOUREK, TRAVIS 212 JOHN ST DRISCOLL ND 58532-9732				TAX YEAR 2024 PAID IN FULL					
				DISTRICT: 3635ST TWN: 139 RNG: 75 BLK: 02 DRISCOLL 2ND Block 02 LOTS 7-9 753834					
516299	02/18/2025	2024	36-139-75-34-05-030	41266	7.08	0.00	0.00	0.00	7.08
KOCOUREK, TRAVIS 212 JOHN ST DRISCOLL ND 58532-9732				TAX YEAR 2024 PAID IN FULL					
				DISTRICT: 3635ST TWN: 139 RNG: 75 BLK: 05 DRISCOLL 2ND Block 05 LOTS 1-3 753834					
516300	02/18/2025	2024	36-139-75-34-05-050	41267	7.08	0.00	0.00	0.00	7.08
KOCOUREK, TRAVIS 212 JOHN ST DRISCOLL ND 58532-9732				TAX YEAR 2024 PAID IN FULL					
				DISTRICT: 3635ST TWN: 139 RNG: 75 BLK: 05 DRISCOLL 2ND Block 05 LOTS 4-5 753834					
516301	02/18/2025	2024	36-139-75-34-05-060	41268	7.08	0.00	0.00	0.00	7.08
KOCOUREK, TRAVIS 212 JOHN ST DRISCOLL ND 58532-9732				TAX YEAR 2024 PAID IN FULL					
				DISTRICT: 3635ST TWN: 139 RNG: 75 BLK: 05 DRISCOLL 2ND Block 05 LOT 6 753834					



BURLEIGH COUNTY TREASURER

PO Box 5518
Bismarck, ND 58506-5518

TAX RECEIPT
*** DUPLICATE ***

Clerk:
Batch Number: 20250218-000946

(continued from page 1)

Receipt#	Trans Date	Tax Year	Tax ID#	Stmnt#	General Taxes		Special Assessments		Total Amount
					Tax	P&I	Tax	P&I	
516302	02/18/2025	2024	36-139-75-34-05-090	41269	468.52	0.00	0.00	0.00	468.52
KOCOUREK, TRAVIS 212 JOHN ST DRISCOLL, ND 58532-9732					TAX YEAR 2024 PAID IN FULL				
					DISTRICT: 3635ST TWN: 139 RNG: 75 BLK: 05 DRISCOLL 2ND Block 05 LOTS 7-9 721726				
TOTAL:					\$503.92	\$0.00	\$0.00	\$0.00	\$503.92

Payment Type	Doc#	Description	Amount
CHECK	2178	KOCOUREK, TRAVIS 212 JOHN ST DRISCOLL, ND 58532-9732	503.92
TOTAL AMOUNT PAID:			503.92

Parcel#	Tax Year	1st Half Due	2nd Half Due	Balance Due
36-139-75-34-02-060				Paid In Full
36-139-75-34-02-090				Paid In Full
36-139-75-34-05-030				Paid In Full
36-139-75-34-05-050				Paid In Full
36-139-75-34-05-060				Paid In Full
36-139-75-34-05-090				Paid In Full
TOTAL:				0.00



BURLEIGH COUNTY TREASURER

PO Box 5518
Bismarck, ND 58506-5518

TAX RECEIPT
*** ORIGINAL ***

Clerk:
Batch Number: 20250218-000949

Today's Date: 02/18/2025

Received from: KOCOUREK, TRAVIS
212 JOHN ST
DRISCOLL, ND 58532-9732

Receipt#	Trans Date	Tax Year	Tax ID#	Stmnt#	General Taxes		Special Assessments		Total Amount
					Tax	P&I	Tax	P&I	
516304	02/18/2025	2024	36-139-75-33-07-020	41229	7.08	0.00	0.00	0.00	7.08
KOCOUREK, TRAVIS 212 JOHN ST DRISCOLL ND 58532					TAX YEAR 2024 PAID IN FULL				
					DISTRICT: 3635ST TWN: 139 RNG: 75 BLK: 07 DRISCOLL 1ST Block 07 LOT 1 AND N15' OF LOT 2				
516305	02/18/2025	2024	36-139-75-33-07-030	41230	589.89	0.00	0.00	0.00	589.89
KOCOUREK, TRAVIS 212 JOHN ST DRISCOLL ND 58532-9732					TAX YEAR 2024 PAID IN FULL				
					DISTRICT: 3635ST TWN: 139 RNG: 75 BLK: 07 DRISCOLL 1ST Block 07 S10' OF LOT 2 AND ALL LOT 3				
516306	02/18/2025	2024	36-139-75-33-07-050	41231	7.08	0.00	0.00	0.00	7.08
KOCOUREK, TRAVIS 212 JOHN ST DRISCOLL ND 58532-9732					TAX YEAR 2024 PAID IN FULL				
					DISTRICT: 3635ST TWN: 139 RNG: 75 BLK: 07 DRISCOLL 1ST Block 07 LOTS 4 & 5				
TOTAL:					\$604.05	\$0.00	\$0.00	\$0.00	\$604.05

Payment Type	Doc#	Description	Amount
CHECK	2801	KOCOUREK, TRAVIS 212 JOHN ST DRISCOLL, ND 58532-9732	604.05
TOTAL AMOUNT PAID:			604.05

Parcel#	Tax Year	1st Half Due	2nd Half Due	Balance Due
36-139-75-33-07-020				Paid In Full
36-139-75-33-07-030				Paid In Full
36-139-75-33-07-050				Paid In Full
TOTAL:				0.00

APPLICATION FOR LIQUOR LICENSE

Name of Applicant Crossroads Bar Operators Classification of License D

Primary Contact Ryan Deichert Phone 701-391-9489

Address 1205 Northstar Drive, Bismarck, ND Date of Birth/Incorporation 08-16-2024

Is this a renewal of liquor license? Yes X No _____

If yes, give date of original application August 16-2024

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
- X 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 _____

Residence _____

Post Office Address _____

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
Ryan Deichert	5750 E Main Ave, Bismarck, ND	58501	50%
Corey Schick	3005 Hilbide Rd, Mandan, ND	58554	25%
Lloyd Deringer	5315 Fairhill Rd, Bismarck, ND	58503	25%

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

Name	Residence	P.O. Address	Percent
Same as above			

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

Name

Residence

P. O. Address

Same as above

Date and type of any prior or present liquor business:

Owners are also affiliated w/
Jimmy's - Bismarck
Pier Bar & Grill - Bismarck

Central Station - Mandan
Big Stick Cigar Lounge - Mandan
Aviators Bar - Mandan

Exact legal description of proposed enterprise:

N/2 of Lots 1 & 2, Block 5, Northstar Commercial Park Third Addition

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. Reed Hendrickson - Starion Bank - Commercial Banker 701-250-1447
2. Chris Fraser - Brarera Bank - Commercial Banker - 701-221-4706
3. ~~Jason McCauley~~ - US Foods - 701-320-4235
Erick Ahman

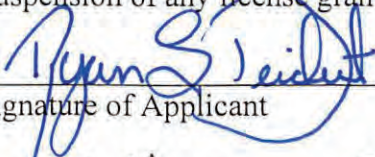
The following two items shall accompany this application:

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.

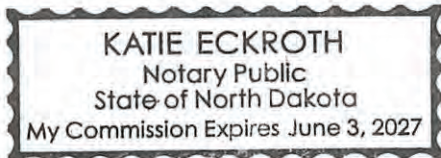
I also agree that should any of the information contained in this application change within the period of the license, if granted, that I will inform County officials immediately and furnish such details as may be requested by such officials concerning any such changes. I also agree that, should there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

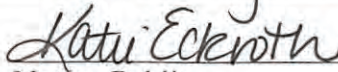
I further agree that any misrepresentation, false statement or omission in this application shall be grounds for rejection of said application or for revocation or suspension of any license granted.



Signature of Applicant

Subscribed and sworn to before me this 6th day of May, 2025





Notary Public
Morton County

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 Haycreek approve the
(Name of Township)

application for a Type D Retail Liquor License for

Crossroads Bar & Grill
(Name of Establishment)

1205 Northstar Drive, Bismarck, ND 58503
(Address of Establishment)

owned by Crossroads Bar Operators, LLC
(Licensee) (Address)

Mary L. Rennie
Chairman

Larry Haisley
Member

Ken [Signature]
Member

ATTEST

[Signature]
(Township Clerk)

5-7-2025
(Date)



BURLEIGH COUNTY TREASURER

PO Box 5518
Bismarck, ND 58506-5518

TAX RECEIPT
*** ORIGINAL ***

Clerk: Donna A
Batch Number: 20250219-000292

Today's Date: 02/19/2025

Received from: MEYER, DAVID A & BRENDA K
3285 67TH ST
FLASHER ND 58535

Receipt#	Trans Date	Tax Year	Tax ID#	Stmt#	General Taxes		Special Assessments		Total Amount
					Tax	P&I	Tax	P&I	
516863	02/19/2025	2024	31-139-80-0Y-02-020	36910	13,001.01	0.00	0.00	0.00	13,001.01
MEYER DAVID A & BRENDA K 3285 67TH ST FLASHER ND 58535					TAX YEAR 2024 PAID IN FULL				
					LOCATION: 7428 YUKON DR DISTRICT: 3101BI TWN: 139 RNG: 80 LOT: 2 BLK: 02 STATE STREET OFFICE PARK Block 02 LOT 2				
516862	02/19/2025	2024	31-139-80-68-05-010	37782	3,107.97	0.00	0.00	0.00	3,107.97
MEYER, DAVID A & BRENDA K 3285 67TH ST FLASHER ND 58535					TAX YEAR 2024 PAID IN FULL				
					LOCATION: 1205 NORTHSTAR DR DISTRICT: 3101BI TWN: 139 RNG: 80 BLK: 05 NORTHSTAR COMM PARK 3RD Block 05 LOTS 1 & 2 567730-31				
TOTAL:					\$16,108.98	\$0.00	\$0.00	\$0.00	\$16,108.98

Payment Type	Doc#	Description	Amount
CHECK	30819	MEYER, DAVID A & BRENDA K 3285 67TH ST FLASHER ND 58535	16,108.98
TOTAL AMOUNT PAID:			16,108.98


Parcel#	Tax Year	1st Half Due	2nd Half Due	Balance Due
31-139-80-0Y-02-020				Paid In Full
31-139-80-68-05-010				Paid In Full
TOTAL:				0.00

Parcel#:

- ☒ Main
- ☐ Codes
- ☐ Addresses
- ☐ Legal Information
- ☐ Date Stamps
- ☐ Bookmarks Only

Asmt Status:
 Tax Type:
 Levy District:
 District:

Name: DEICHERT, R

Mult Parcel#: Bank Code: Owner ID#:

Statement#: 0

[illegible]

LEGAL# 1:

MASTER LEVY [010101 CITY OF

DISTRICTS:

CITY: 01 City of E
CITY PARK: 01 E
COUNTY: 08 Bur
SCHOOL: 01 Bism
SOIL CONSERV
STATE: ND State
WATER RESOU

PROPERTY ADC

1424 W CENTUR
BISMARCK, ND
SUBDIV: 0758 PI
BLOCK: 2 LOT:

FREE FORM LEC

PINEHURST 2NI



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

25-006

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Hazleton Lions 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

Moffit Bar

Street 102 Main St. N	City Moffit	ZIP Code 58560	County Burleigh
Beginning Date(s) Authorized 07/01/25	Ending Date(s) Authorized 06/30/26	Number of Twenty-One tables, if zero, enter "0" 0	

Specific location where games of chance will be conducted and played at the site (required)

Placement of Machines: North wall at east end; Play area of Game: Entire bar area except 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 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 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 type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input 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

Mark Splonskowski, Burleigh County Auditor

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) Nicholson's Enterprises LLC		Site Name Moffit Bar		Site Phone Number 701-387-9415
Site Address 102 Main Street N	City Moffit	State ND	Zip Code 58560	County Burleigh
Organization Hazleton Lions Club, INC.	Rental Period 07/01/2025 to June 30, 2026			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?				<input checked="" type="checkbox"/> No <input 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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes \$
Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				\$
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____				<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes \$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: <input type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device				<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes \$
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices <u>4</u>				<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes \$ 400
Total Monthly Rent				\$ 400

6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐

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>Danell Nicholson</i>	Title Owner of Moffit Bar(lessor)	Date 4-30-25
Signature of Lessee <i>Thomas Shea</i>	Title Lions Club President(Lessee)	Date 072 4/5/25



LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 17926 (11-2023)

Permit Number
25-006

Permit Type (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games Authorized

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

ORGANIZATION INFO

Name of Organization or Group UND Alumni Association & Foundation		Dates Authorized (Read Instruction 2) July 8, 2025	
Organization or Group Contact Person [REDACTED]	E-mail [REDACTED]	Telephone Number [REDACTED]	
Mailing Address [REDACTED]	City Grand Forks	State ND	ZIP Code 58202

SITE INFO

Site Name Hawktree Golf Club		County Burleigh	
Site Address 3400 Burnt Creek Loop	City Bismarck	State ND	ZIP Code 58503
If the city or county is placing restrictions on the permit, please explain			
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) July 8, 2025-- Raffle Board			

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

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

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

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

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

CITY OR COUNTY CONTACT PERSON

Printed Name of City or County Official Mark Splonskowski	Title of City or County Official Burleigh County Auditor/Treasurer	Telephone Number 701-222-6718	E-mail Address msplonskowski@nd.gov
Signature of City or County Official		Date	Issuing Governing Body <input type="checkbox"/> City <input type="checkbox"/> County

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



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

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

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

ORGANIZATION INFO

Name of Organization or Group UND Alumni Association & Foundation		Dates of Activity (Does not include dates for the sales of tickets) July 8, 2025	
Organization or Group Contact Person Elle Johnson	E-mail [REDACTED]	Telephone Number [REDACTED]	
Business Address [REDACTED]	City [REDACTED]	State ND	ZIP Code [REDACTED]
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Hawktree Golf Club		County Burleigh	
Site Physical Address 3400 Burnt Creek Loop	City Bismarck	State ND	ZIP Code 58503
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle Board occurring on July 8 2025			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Board	50/50 Drawing - Cash	500
Total (limit \$40,000 per year)		\$ 500.-

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds To benefit Athletic Scholarships at the University of North Dakota	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: [REDACTED] (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer Kristle Hunt	Telephone Number 701-777-6679	E-mail Address Kristleh@undalumni.net
Signature of Organization Group's Permit Organizer [Signature]	Title Controller	Date 5/8/25

All Items required for this Permit have been met.

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

APPLICATION FOR LIQUOR LICENSE

Name of Applicant FLASH'S PLACE LLC Classification of License DPrimary Contact Wendelyn Krows Phone 701-226-4188Address 1401 Hwy 83 NE Sterling ND Date of Birth/Incorporation 6-2012Is this a renewal of liquor license? Yes X No _____If yes, give date of original application 6-2012

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

- X 1. A physical resident and citizen of the State of North Dakota; or
- X 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 Wendelyn KrowsResidence 1501 Hwy 83 NE Sterling ND 58722Post Office Address same

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
Wendelyn Krows	1501 Hwy 83 NE	1501 Hwy 83 NE Sterling ND	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

Date and type of any prior or present liquor business:

Exact legal description of proposed enterprise:

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

Have you ever had a liquor license revoked or rejected by any authority? Yes No X
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 X
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 X
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. Bravera Bank | Bismarck ND | Business Bank |
| 2. Johnson Bros | Fargo ND | Liquor Vendor |
| 3. McQuades | Bismarck
Bismarck ND | Beer Vendor |

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.

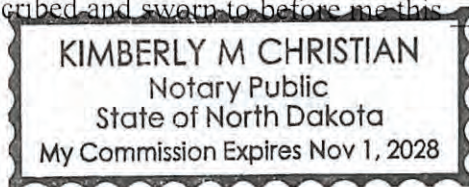
I hereby agree and consent that authorized officers or representatives of the County may enter the premises licensed at any time to inspect the same and records of the business, and hereby waive any and all rights under the Constitution of the United States or State of North Dakota, relative to searches 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.

Wendelyn Krons
Signature of Applicant

Subscribed and sworn to before me this 14th day of May, 2025



Kimberly M Christian
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 Sterling approve the
(Name of Township)

application for a Type D Retail Liquor License for

FLASH'S PLACE LLC
(Name of Establishment)

1401 Highway 83 NE Sterling ND 58572
(Address of Establishment)

owned by Wendelyn Brown 1301 Hwy 83 NE Sterling ND 58572
(Licensee) (Address)

[Signature]
Chairman
[Signature]
Member
[Signature]
Member

ATTEST

[Signature] 4-8-15
(Township Clerk) (Date)



BURLEIGH COUNTY TREASURER

PO Box 5518
Bismarck, ND 58506-5518

TAX RECEIPT
*** ORIGINAL ***

Clerk: Donna A
Batch Number: 20250212-000459

Today's Date: 02/12/2025

Received from: KROUS, WENDLYN
1501 HWY 83 NE
STERLING ND 58572

Receipt#	Trans Date	Tax Year	Tax ID#	Stmnt#	General Taxes		Special Assessments		Total Amount
					Tax	P&I	Tax	P&I	
508696	02/12/2025	2024	35-139-76-00-29-601	40830	609.88	0.00	0.00	0.00	609.88
KROUS, WENDELYN 1501 HIGHWAY 83 NE STERLING ND 58572-9705					TAX YEAR 2024 PAID IN FULL				
					DISTRICT: 3535ST SCT: 29 TWN: 139 RNG: 76 STERLING TOWNSHIP Section 29 AUDITOR'S LOT C OF THE SW1/4 662387 663397 29-139-76				
508694	02/12/2025	2024	35-139-76-00-33-400	49012	273.92	0.00	0.00	0.00	273.92
KROUS, WENDELYN 1501 HWY 83 NE STERLING ND 58572					TAX YEAR 2024 PAID IN FULL				
					LOCATION: 1505 NE HWY 83 DISTRICT: 3535ST SCT: 33 TWN: 139 RNG: 76 STERLING TOWNSHIP Section 33 PT NW1/4 N OF NPPR LESS 2.31-DOT; .992A- 430; .229A-441; .59A-450; LESS 10AC TO -410 651003 33-139-76				
508692	02/12/2025	2024	35-139-76-00-33-430	40877	77.08	0.00	0.00	0.00	77.08
KROUS, WENDLYN 1501 HWY 83 NE STERLING ND 58572					TAX YEAR 2024 PAID IN FULL				
					LOCATION: 1501 NE HWY 83 DISTRICT: 3535ST SCT: 33 TWN: 139 RNG: 76 STERLING TOWNSHIP Section 33 PT NW1/4 BEG 75' E & 1211.8' S OF NW COR TH E320' S135' W320' N135' TO PT OF BEG 768780 33-139-76				
508693	02/12/2025	2024	35-139-76-00-33-450	40878	6.94	0.00	0.00	0.00	6.94
KROUS, WENDELYN 1501 HWY 83 NE STERLING ND 58572-9705					TAX YEAR 2024 PAID IN FULL				
					DISTRICT: 3535ST SCT: 33 TWN: 139 RNG: 76 STERLING TOWNSHIP Section 33 PT NW1/4 BEG 1764.2' S & 75' E OF NW COR E160' S160' W160' N160' TO POB 779266 33-139-76				
508695	02/12/2025	2024	35-139-76-82-33-410	40960	975.95	0.00	0.00	0.00	975.95
KROUS, WENDELYN 1501 HWY 83 NE STERLING ND 58572-9705					TAX YEAR 2024 PAID IN FULL				
					LOCATION: 1401 NE HWY 83 DISTRICT: 3535ST TWN: 139 RNG: 76 BLK: 33 STERLING LANDS Block 33 LOT A OF NW1/4 IRR PLAT 753118; 755469				
TOTAL:					\$1,943.77	\$0.00	\$0.00	\$0.00	\$1,943.77

**BURLEIGH COUNTY TREASURER**PO Box 5518
Bismarck, ND 58506-5518**TAX RECEIPT**
*** ORIGINAL ***Clerk: Donna A
Batch Number: 20250212-000459

(continued from page 1)

Payment Type	Doc#	Description	Amount
CHECK	1362	KROUS, WENDLYN 1501 HWY 83 NE STERLING ND 58572	1,943.77
TOTAL AMOUNT PAID:			1,943.77

Parcel#	Tax Year	1st Half Due	2nd Half Due	Balance Due
35-139-76-00-29-601				Paid In Full
35-139-76-00-33-400				Paid In Full
35-139-76-00-33-430				Paid In Full
35-139-76-00-33-450				Paid In Full
35-139-76-82-33-410				Paid In Full
TOTAL:				0.00

ITEM

6

PUBLIC HEARING

**EXTRACT OF MINUTES OF MEETING OF THE
COUNTY COMMISSIONERS OF BURLEIGH COUNTY, NORTH DAKOTA**

Pursuant to due call and notice thereof, a regular meeting of the County Commissioners (collectively, the “*Commissioners*” and each a “*Commission Member*”) of Burleigh County, North Dakota (the “*County*”) was duly held at Tom Baker Meeting Room, City and County Office Building, at 221 North Fifth Street, Bismarck, North Dakota, on May 19, 2025, at approximately 5:00 P.M.

The following Commission Members were present: _____

and the following were absent:

* * * *

The Chair of the Commissioners (the “*Chair*”) announced that this was the time and place for a public hearing on a proposal for the issuance of tax-exempt revenue bonds in one or more series in an aggregate principal amount of not to exceed \$1,000,000,000 (interim financing) and not to exceed \$2,100,000,000 (permanent financing, which amount includes a portion used to refinance the interim financing) (the “*Series 2025 Bonds*”) by the South Dakota Health and Educational Facilities Authority (the “*Authority*”) on behalf of Sanford, a North Dakota nonprofit corporation (“*Sanford*”), and/or certain tax-exempt affiliates thereof (collectively with Sanford, the “*Borrowers*”). In the County, a portion of the proceeds of the Series 2025 Bonds will be used, together with certain other moneys, in a principal amount not to exceed \$100,000,000 (interim financing) and not to exceed \$100,000,000 (permanent financing, which amount includes a portion used to refinance the interim financing) to (i) finance, refinance, or reimburse the Borrowers for the costs of (a) remodeling, furnishing, or equipping certain of the Borrowers’ healthcare facilities relating to gastroenterology and endoscopy services, in an

amount not to exceed \$20,000,000 (interim financing) and not to exceed \$20,000,000 (permanent financing, which amount includes a portion used to refinance the interim financing), at each of the following addresses: 300 N 7th Street, Bismarck, North Dakota; 715 E Broadway Avenue, Bismarck, North Dakota; and 700 E Main Avenue, Bismarck, North Dakota; (b) remodeling, furnishing, or equipping certain of the Borrowers' healthcare facilities to expand capacity, in an amount not to exceed \$50,000,000 (interim financing) and not to exceed \$50,000,000 (permanent financing, which amount includes a portion used to refinance the interim financing) at each of the following addresses: 209, 222, 225 and 300 N 7th Street, Bismarck, North Dakota; and 3451 N 14th Street, Bismarck, North Dakota; (c) remodeling, furnishing, or equipping certain of the Borrowers' healthcare facilities relating to pediatric services in an amount not to exceed \$5,000,000 (interim financing) and not to exceed \$5,000,000 (permanent financing, which amount includes a portion used to refinance the interim financing) at 801 W Interstate Avenue, Bismarck, North Dakota; (d) acquiring, remodeling, furnishing, or equipping clinical space at 701 E Rosser Avenue, Units 3 and 4, Bismarck, North Dakota in an amount not to exceed \$8,000,000 (interim financing) and not to exceed \$8,000,000 (permanent financing, which amount includes a portion used to refinance the interim financing); (e) constructing, furnishing, and equipping an approximately 19,800 square foot healthcare clinic to be located at 565 S 7th Street, Bismarck, North Dakota in an amount not to exceed \$15,000,000 (interim financing) and not to exceed \$15,000,000 (permanent financing, which amount includes a portion used to refinance the interim financing); and (f) constructing and remodeling a loading dock located at 300 N 7th Street, Bismarck, North Dakota in an amount not to exceed \$5,000,000 (interim financing) and not to exceed \$5,000,000 (permanent financing, which amount includes a portion used to refinance the interim financing), (ii) pay a portion of the interest on the Series 2025 Bonds, if deemed necessary or advisable by the Authority or the Borrowers, (iii) provide

working capital, if deemed necessary or advisable by the Authority or the Borrowers, (iv) fund a debt service reserve fund, if deemed necessary or advisable by the Authority or the Borrowers, and (v) pay certain expenses incurred in connection with the issuance of the Series 2025 Bonds. Therefore, the Chair explained the purpose of the public hearing was to satisfy Section 147(f) of the Internal Revenue Code of 1986, as amended. The following persons appeared: _____

After all persons present had an opportunity to express their views, the hearing was closed.

RESOLUTION No. _____

**RESOLUTION APPROVING THE ISSUANCE OF REVENUE BONDS
BY THE SOUTH DAKOTA HEALTH AND EDUCATIONAL FACILITIES AUTHORITY
FOR THE BENEFIT OF SANFORD AND AUTHORIZING THE EXECUTION OF
CERTAIN DOCUMENTS IN CONNECTION THEREWITH**

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BURLEIGH COUNTY, NORTH DAKOTA:

WHEREAS, Sanford, a North Dakota nonprofit corporation ("*Sanford*") and/or any tax-exempt affiliate thereof that is a related party to Sanford (collectively with Sanford, the "*Borrowers*"), has requested that the South Dakota Health and Educational Facilities Authority ("*Authority*") issue one or more series of tax-exempt revenue bonds under Sections 1-16A-1 through 1-16A-92 of the South Dakota Codified Laws, in a principal amount of not to exceed \$1,000,000,000 (interim financing) and not to exceed \$2,100,000,000 (permanent financing, which amount includes a portion used to refinance the interim financing) (the "*Series 2025 Bonds*"); and

WHEREAS, the Borrowers intend to use the proceeds from the sale of the proposed Series 2025 Bonds to finance and/or refinance projects located in various states; and

WHEREAS, on May 12, 2025, notice of a public hearing (the "*Notice*") by the Board of County Commissioners (collectively, the "*Commissioners*" and each, a "*Commission Member*") of Burleigh County, North Dakota (the "*County*") was published in the *Bismarck Tribune*, said hearing concerning the proposed plan of finance and the issuance of Series 2025 Bonds; and

WHEREAS, a portion of the proceeds of the Series 2025 Bonds in an amount not to exceed \$100,000,000 (interim financing) and not to exceed \$100,000,000 (permanent financing, which amount includes a portion used to refinance the interim financing) (the "*Local Portion*") will be used in the County, together with certain other moneys, to (i) finance, refinance or reimburse the Borrowers for the costs of (a) remodeling, furnishing, or equipping certain of the Borrowers' healthcare facilities relating to gastroenterology and endoscopy services, in an amount not to exceed \$20,000,000 (interim financing) and not to exceed \$20,000,000 (permanent financing, which amount includes a portion used to refinance the interim financing), at each of the following addresses: 300 N 7th Street, Bismarck, North Dakota; 715 E Broadway Avenue, Bismarck, North Dakota; and 700 E Main Avenue, Bismarck, North Dakota; (b) remodeling, furnishing, or equipping certain of the Borrowers' healthcare facilities, to expand capacity, in an amount not to exceed \$50,000,000 (interim financing) and not to exceed \$50,000,000 (permanent financing, which amount includes a portion used to refinance the interim financing) at each of the following addresses: 209, 222, 225 and 300 N 7th Street, Bismarck, North Dakota; and 3451 N 14th Street, Bismarck, North Dakota; (c) remodeling, furnishing, or equipping certain of the Borrowers' healthcare facilities relating to pediatric services in an amount not to exceed \$5,000,000 (interim financing) and not to exceed \$5,000,000 (permanent financing, which amount includes a portion used to refinance the interim financing) at 801 W Interstate Avenue, Bismarck, North Dakota; (d) acquiring, remodeling, furnishing, or equipping clinical space at

701 E Rosser Avenue, Units 3 and 4, Bismarck, North Dakota in an amount not to exceed \$8,000,000 (interim financing) and not to exceed \$8,000,000 (permanent financing, which amount includes a portion used to refinance the interim financing); (e) constructing, furnishing, and equipping an approximately 19,800 square foot healthcare clinic to be located at 565 S 7th Street, Bismarck, North Dakota in an amount not to exceed \$15,000,000 (interim financing) and not to exceed \$15,000,000 (permanent financing, which amount includes a portion used to refinance the interim financing); and (f) constructing and remodeling a loading dock located at 300 N 7th Street, Bismarck, North Dakota in an amount not to exceed \$5,000,000 (interim financing) and not to exceed \$5,000,000 (permanent financing, which amount includes a portion used to refinance the interim financing), (ii) pay a portion of the interest on the Series 2025 Bonds, if deemed necessary or advisable by the Authority or the Borrowers, (iii) provide working capital, if deemed necessary or advisable by the Authority or the Borrowers, (iv) fund a debt service reserve fund, if deemed necessary or advisable by the Authority or the Borrowers, and (v) pay certain expenses incurred in connection with the issuance of the Series 2025 Bonds (collectively, the “*Financing Purposes*”); and

WHEREAS, the aggregate principal amount of the Series 2025 Bonds will not exceed \$1,000,000,000 (interim financing) and will not exceed \$2,100,000,000 (permanent financing, which amount includes a portion used to refinance the interim financing), with an amount not to exceed \$100,000,000 (interim financing) and not to exceed \$100,000,000 (permanent financing, which amount includes a portion used to refinance the interim financing) constituting the Local Portion; and

WHEREAS, Sanford requests that the County consent to the proposed issuance of the Series 2025 Bonds by the Authority; and

WHEREAS, the public hearing was held by the Commissioners of the County on May 19, 2025 (the “*Public Hearing*”) in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the “*Code*”), conducted in a manner that provided a reasonable opportunity for persons to express their views on the plan of finance and proposed issuance of such portion of the Series 2025 Bonds that will be used to finance the Financing Purposes; and

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated in and made a part of this Resolution by this reference.

Section 2. The Notice of the Public Hearing was published no fewer than seven calendar days before the Public Hearing. After the Public Hearing the undersigned hereby approves the proposed plan of finance and consents to the issuance of the Series 2025 Bonds by the Authority for the Financing Purposes stated in the Notice. The issuance of the Series 2025 Bonds by the Authority in a principal amount of not to exceed \$1,000,000,000 (interim financing) and not to exceed \$2,100,000,000 (permanent financing, which amount includes a portion used to refinance the interim financing), with an amount not to exceed \$100,000,000 (interim financing) and not to exceed \$100,000,000 (permanent financing, which amount

includes a portion used to refinance the interim financing) constituting the Local Portion, are hereby approved, for purposes of Section 147(f) of the Code.

Section 3. This approval does not impose any liability on the County or in any way involve the County in the issuance of the Series 2025 Bonds or in connection with the purposes of the Series 2025 Bonds described above but is solely an accommodation by the County to satisfy the requirements of Section 147(f) of the Code.

Section 4. The Chair of the Board and the Auditor/Treasurer (collectively, the “*Authorized Officers*”) are hereby authorized and directed to do all such acts and things and to execute or accept all such documents as may be necessary to carry out and comply with the provisions of these resolutions, and all of the acts and doings of the Authorized Officers of the County which are in conformity with the intent and purposes of these resolutions and within the parameters set forth herein, whether heretofore or hereafter taken or done, shall be and are hereby authorized, ratified, confirmed and approved.

Adopted by the Board of County Commissioners of Burleigh County, North Dakota, this
19th day of May, 2025.

Chair

ATTEST:

Auditor/Treasurer

ITEM

11



BURLEIGH COUNTY SHERIFF'S DEPARTMENT

KELLY LEBEN
SHERIFF

Request for County Commission Action

Date: May 12, 2025

To: Mark Splonskowski
Burleigh County Auditor

From: Kelly Leben 
Burleigh County Sheriff

Re: 2024/2025 North Dakota Department Of Transportation Traffic Safety Grant

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

Action Requested:

Approve the Amendment to the 2024/2025 ND DOT Traffic Safety Grant. The amendment to the grant is for an additional \$2,000 in Impaired Driving Enforcement overtime.

Background:

The ND DOT Traffic Safety Grant is an annual grant awarded to Burleigh County. The grant award is used to fund additional traffic safety enforcement and equipment in high risk areas such as Impaired Driving, Distracted Driving, Occupant Protection, and Speed Enforcement.

Recommendation:

It is recommended that the County Commission approve the grant agreement amendment.

Proposed Resolution:

THEREFORE BE IT RESOLVED: That the proper County officials are hereby authorized to authorize the ND DOT Traffic Safety Grant Amendment between Burleigh County and the State of North Dakota.

COURTHOUSE

514 E. Thayer • PO Box 1416

Bismarck, ND 58502-1416

P 701-222-6651 • F 701-221-6899

 www.facebook.com/BurleighCountySheriffsDepartment

**BURLEIGH MORTON
DETENTION CENTER**

4000 Apple Creek Road • PO Box 2499

Bismarck, ND 58502-2499

P 701-255-3113 • F 701-258-5319

ITEM

12



BURLEIGH COUNTY HIGHWAY DEPARTMENT

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

Request for County Board Action

DATE: May 19, 2025

TO: Mark Splonskowski
County Auditor

FROM: Marcus J. Hall
County Engineer

RE: Developer Waiver Request

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

ACTION REQUESTED:

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

BACKGROUND:

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

Evaristo and Villegas Cruz, in the NW ¼ of Section 30, Apple Creek Township (see attached map), is proposing a two (2) lot subdivision (Cruz Subdivision), and is requesting a waiver of the Pavement Policy. Under the Pavement Policy, the platting of this property would require them to re-construct and pave 0.75 miles of County/Township roadway along the north and east.

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

RECOMMENDATION:

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

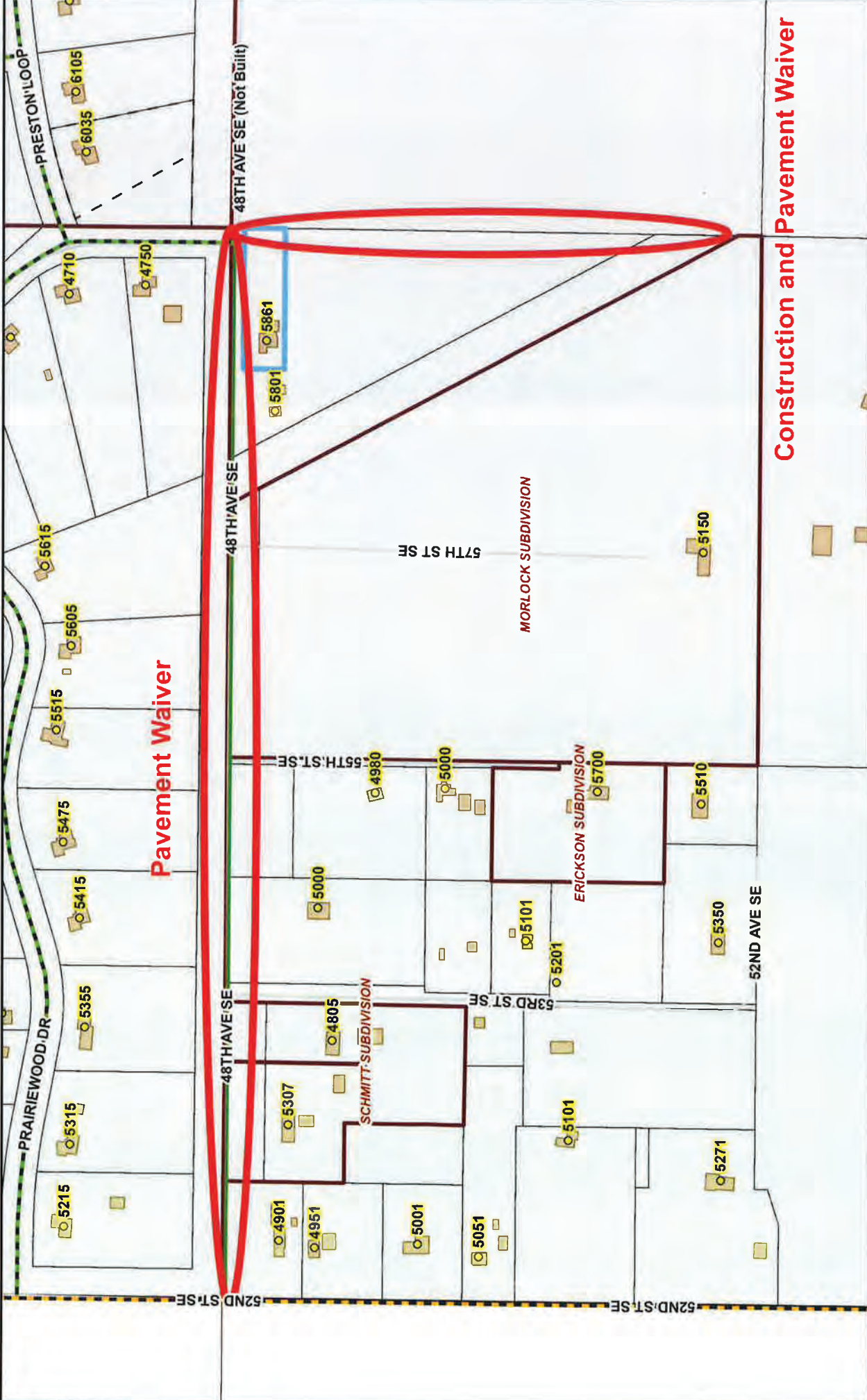
PROPOSED RESOLUTION:

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

THEREFORE, BE IT FURTHER RESOLVED: That the County Board of Commissioners do hereby grant Evaristo and Villegas Cruz request to waive the construction and paving requirements "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 Cruz Subdivision.

BURLEIGH COUNTY, NORTH DAKOTA
LOCATION MAP

5/13/2025



Construction and Pavement Waiver

PARCEL ID: 39-138-79-00-30-406 OWNER: CRUZ, EVARISTO L & VILLEGAS, DAMARES TOR ACRES: 0.82
SITE ADDRESS: 5861 SE 48TH AVE MAIL ADDRESS: 5861 48TH AVE SE, BISMARCK, ND 58504-9221
LEGAL: APPLE CREEK TOWNSHIP Section 30 PT OF NW1/4; BEG @ PT 33'S OF NE COR TH S102' ; W350' ; N102' ; E350' TO PT OF BEG 30-138-79



BURLEIGH COUNTY HIGHWAY DEPARTMENT

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

Request for County Board Action

DATE: May 19, 2025

TO: Mark Splonskowski
County Auditor

FROM: Marcus J. Hall
County Engineer

RE: Township Mileage Certification

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

ACTION REQUESTED:

Approve the Biennial/Amended Township Road Mileage

BACKGROUND:

Every year the County Board of Commissioners are required by the State of North Dakota to certify the number of township road miles in each township. The Highway Department has reviewed the County/Township roadway system and has prepared the required forms for the County Commissioner Chair's signature. The total roadway mileage is as follows:

County Roadways:	587 miles
Organized Township Roadways:	743 miles
Un-Organized Township Roadways:	<u>157 miles</u>
Total:	1,487 miles

RECOMMENDATION:

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

PROPOSED RESOLUTION:

THEREFORE BE IT RESOLVED: That Burleigh County certifies the township road mileage breakdown and authorizes the Board Chairman to sign the required state forms.



COUNTY TOWNSHIP ROAD MILEAGE CERTIFICATIONS

OFFICE OF STATE TREASURER

SFN 58292 (12-2024)

Type of Certification (See Instructions)

☐ Biennial (Effective July 1, 20)

☒ Amendment (Effective: 05/13/2025)

Name of County
Burleigh

Name of County Official Preparing Form
Nichole Howe

Telephone Number
(701) 204-7748

Date
05/13/2025

ORGANIZED Townships

	A Organized Township Name	B Congressional Township and Range Number (List Only One Per Line)	C Road Miles In Each Congressional Township (Rounded to the Nearest Hundredth of a Mile)	D If the Congressional Township (Column B) is in more than one county, place an "X" in this column	E If Column D is marked List the Other County or Counties	F If the Township & Range Number in Column (B) is Repeated on this Form Place an "X" in this Column
1.	Apple Creek	138-79	50.58			
2.	Boyd	138-78	25.42			
3.	Christiania	140-76	16.47			
4.	Clear Lake	140-75	22.16			
5.	Crofte	141-79	17.37			
6.	Cromwell	141-78	15.33			
7.	Driscoll	139-75	19.51			
8.	Ecklund	142-79	37.34			
9.		142-80	11.22			X
10.	Estherville	143-78	22.72			
11.	Frances	140-78	12.42			
12.	Ghylin	142-78	16.28			
13.	Gibbs	139-79	35.68			
14.	Glenview	141-80	17.30			
15.		141-81	0.18	X	Oliver	X
16.	Grass Lake	143-79	26.46			
17.	Harriet	142-75	11.82			
18.	Hay Creek	139-80	42.08	X	Morton	
19.		139-81	15.27	X	Morton	
20.	Hazel Grove	144-75	23.18			
21.	Lein	141-75	12.11			
22.	Logan	138-77	17.15			
23.	Long Lake	137-76	14.08			
24.	McKenzie	139-77	17.58			
25.	Menoken	139-78	24.75			
26.	Missouri	137-79	14.01	X	Morton	
27.	Morton	137-77	18.38			
28.	Naughton	140-79	15.73			

ORGANIZED Townships (continued)

	A Organized Township Name	B Congressional Township and Range Number (List Only One Per Line)	C Road Miles in Each Congressional Township (Rounded to the Nearest Hundredth of a Mile)	D If the Congressional Township (Column B) is in more than one county, place an "X" in this column	E If Column D is marked List the Other County or Counties	F If the Township & Range Number in Column (B) is Repeated on this Form Place an "X" in this Column
29.	Painted Woods	141-81	0.23	X	Oliver	X
30.		142-80	14.47			X
31.		142-81	7.40	X	Oliver	
32.	Richmond	143-76	9.31			
33.	Rock Hill	142-77	14.17			
34.	Schrunk	144-77	4.91			
35.	Sibley Butte	140-77	10.08			
36.	Steiber	144-78	7.35			
37.	Sterling	139-76	18.17			
38.	Taft	138-76	12.61			
39.	Telfer	137-78	26.03			
40.	Thelma	138-75	7.32			
41.	Trygg	141-77	12.31			
42.	Wild Rose	137-75	8.05			
43.	Wilson	144-79	13.57			
44.	Wing	142-76	4.66			
45.						
46.						
47.						
48.						
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58.						
59.						
Organized Township Total			743.22			

UNORGANIZED Townships

	A Congressional Township and Range Number	B Road Miles Maintained in Township (Rounded to the Nearest Hundredth of a Mile)	C If the Number in Column (A) is Also Listed in the ORGANIZED section of this form place an "X" in This column	D If the Congressional Township (Column A) is in more than one county, place an "X" in this column	E If Column D is marked List the Other County or Counties
1.	Fort Rice 137-80	9.28		X	Morton
2.	Lincoln 138-80	40.27		X	Morton
3.	Burnt Creek 140-80	39.47			
4.	Riverview 140-81	24.41		X	Morton
5.	Lyman 141-76	11.60			
6.	Phoenix 143-75	11.34			
7.	Canfield 143-77	9.86			
8.	Florence Lake 144-76	10.52			
9.					
10.					
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30.					
31.					
32.					
33.					

UNORGANIZED Townships (continued)

	A Congressional Township and Range Number	B Road Miles Maintained in Township (Rounded to the Nearest Hundredth of a Mile)	C If the Number in Column (A) is Also Listed in the ORGANIZED section of this form place an "X" in This column	D If the Congressional Township (Column A) is in more than one county, place an "X" in this column	E If Column D is marked List the Other County or Counties
34.					
35.					
36.					
37.					
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58.					
59.					
60.					
61.					
62.					
Unorganized Township Total		156.75			
Organized Township Total		743.22			
Countywide Total		899.97			

I certify this schedule is a true account of township road mileage for our county. The mileage is based on the township road definitions as contained in the North Dakota Administrative Code, Article 84-03. The Office of State Treasurer will accept an electronic signature and printed name on the form.

Signature of County Commissioner Chair	Printed Name of County Commissioner Chair Brian Bitner	Date
--	---	------

INSTRUCTIONS FOR COMPLETING SCHEDULE

1. Types of Certification: Mark the proper one for the report being sent. (Biennial or Amendment)
 - a. Biennial: Biennial certification is only sent by the County Commission to the Office of State Treasurer by July 1 of each even numbered year.
 - b. Amendment: Whenever there is a mileage change in a township between biennial certifications, an amendment certified by the County Commission must be sent to the Office of State Treasurer. The amended mileage should be computed by increasing or decreasing mile increments listed on the most recent township mileage certification (Biennial or Amended) filed with the Office of State Treasurer. Amended changes will be effective the first day of the next quarter after received by the State Treasurer's Office.
2. Reporting Requirements:
 - a. Mileage must be listed to the **nearest hundredth of a mile** for both organized and unorganized townships. If an organized township consists of more than one township and range number, mileage must be listed individually for each township and range number.
 - b. Each organized township and its mileage must be listed individually. The name as well as the township and range numbers must be put on the form.
 - c. List the township and range numbers for each of the un-organized townships individually in the Unorganized Township section above.
 - d. Countywide total line is the sum of both the organized and unorganized township total lines.
 - e. County commission chairman must sign form sent to the Office of State Treasurer. The Office of State Treasurer will accept an electronic signature and printed name on the form.

ITEM

13

May 12, 2025

Mr. Bob Hook
Burleigh County Facilities Director

RE: Burleigh County Courthouse
Boiler Replacement and Heating Upgrade
Bismarck, North Dakota
Commission No. 24557

Dear Mr. Hook:

The bid results of the Boiler Replacement and Heating Upgrade project have been reviewed.

A total of two (2) bids were opened and the bid amounts are shown on the attached Bid Tab. The project bid consisted of a Base Bid price.

Total project cost is \$720,000 submitted by Corval Constructors, Inc. We recommend awarding the contract to Corval Constructors, Inc. When directed, our office is prepared to draw up the Owner/Contractor Agreements for your review.

Please call if any questions should arise.

Sincerely,

Prairie Engineering, P.C.



Steve Butterfield

Enc.: Bid Tab

cc: File

Rev'd. 5/13/2025
Bob Hook

Burleigh County Courthouse
Boiler Replacement and Heating Upgrade
Bismarck, North Dakota
Project Number: 24557
Bid Opening: Friday, May 9th, 2025

Prairie Engineering, P.C.
619 Riverwood Drive, Suite 205
Bismarck, North Dakota 58501
(701) 258-3493
www.prairieengineeringpc.com

[illegible]

ITEM

14

BURLEIGH COUNTY

HUMAN RESOURCES DEPARTMENT

PAM BINDER, SPHR, SHRM-SCP
DIRECTOR

HUMAN RESOURCE ASSISTANTS:
MEGAN MARTIN
DESIREE HILBORN
LINDSAY BROWER

Memorandum

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

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

Date: May 15, 2025

Re: Human Resource's Agenda item for May 19, 2025 Commission Meeting

Subject: Burleigh County Health Insurance Plan Summary & Recommendation

BACKGROUND:

Burleigh County established a self-funded health insurance plan effective for January 1, 2019. The Burleigh County Health Insurance Plan (The Plan) has been in place since that time. Blue Cross Blue Shield North Dakota (BCBSND) was contracted as the Third-Party Claims Administrator for The Plan.

The Health Insurance Committee was formed to help administer The Plan and to make recommendations to the Burleigh County Commission for the ongoing administration of The Plan. The Health Insurance Committee consists of the following members:

- Brian Bitner – Commission Chairman
- Mark Splonskowski – Auditor/Treasurer
- Ronda Ripplinger – Deputy Auditor/Treasurer
- Leigh Jacobson – Finance Director
- Taylor Schmidt – Deputy Finance Director
- Marcus Hall – County Engineer
- Pam Binder – HR Director
- Megan Martin – HR Assistant II
- Chelsea Flory – BCHSZ Director
- Melissa Hanson - Recorder

BURLEIGH COUNTY

HUMAN RESOURCES DEPARTMENT

PAM BINDER, SPHR, SHRM-SCP
DIRECTOR

HUMAN RESOURCE ASSISTANTS:
MEGAN MARTIN
DESIREE HILBORN
LINDSAY BROWER

When The Plan was implemented, the Burleigh County Commission approved a \$3.2 million dollar appropriation (loan) for The Plan. This was done as a safeguard in case the claims for the first few years were more than the contributions into The Plan. There has been three \$500,000.00 payments made from the Health Insurance appropriation (loan) back into the General Fund. These transfers were made in 2022, 2023, and 2024. The current balance of that appropriation (loan) is currently at \$1.7 million dollars.

I have enclosed the Burleigh County Health Insurance Plan (The Plan) Report. This report gives us a year-over-year analysis of how The Plan has operated since its implementation on January 1, 2019. This report reflects all of the costs associated with operating The Plan. Theoretically, what is left is either the net balance (which builds the reserves for The Plan), or the net loss (which reduces the reserve levels for The Plan, and this is where the safeguard funds would be used).

The Plan has managed to fund itself through contributions, health Insurance rebates, and fund reserves since implementation six(6) years ago. The more the reserve fund increases, the healthier The Plan becomes. That means that thus far, we have not had to access the Health Insurance appropriation (loan) funds.

In addition to the cost of the health insurance plan's claims, there are other expenses that are included into The Plan's cost.

The Burleigh County Health Insurance Plan (The Plan) purchases a reinsurance product called Stop-Loss Insurance. The current Stop-Loss product is purchased through BCBSND. The premiums for the Stop-Loss contract have gone up substantially over the years due to our high dollar claim's ratio. However, for the 2023 Plan Year we did increase the threshold level for the Stop Loss coverage to reimburse The Plan for high dollar claims from \$50,000.00 to \$60,000.00. This has had a positive effect on our Stop-Loss premiums. As the reserve for The Plan builds, we can keep raising the threshold for the Stop-Loss coverage. This will lower the Stop-Loss premiums. The table below shows the year-over-year difference in the Stop-Loss Premiums paid and the Stop-Loss credits received:

Burleigh County Actual	2019	2020	2021	2022	2023	2024
Stop Loss Premiums	\$804,031.00	\$1,055,284.00	\$1,400,979.00	\$1,778,812.00	\$1,907,566.00	\$2,244,856.00
Stop Loss Credits	\$926,416.00	\$1,186,961.00	\$1,951,838.00	\$2,003,334.00	\$1,094,851.00	\$1,445,671.00
Totals	\$(122,385.00)	\$(131,677.00)	\$(550,859.00)	\$(224,522.00)	\$812,715.00	\$799,185.00

BURLEIGH COUNTY

HUMAN RESOURCES DEPARTMENT

PAM BINDER, SPHR, SHRM-SCP
DIRECTOR

HUMAN RESOURCE ASSISTANTS:
MEGAN MARTIN
DESIREE HILBORN
LINDSAY BROWER

The Plan also pays a Third-Party Administrative fee to BCBSND. This is the fee charged for processing claims and other operating duties of The Plan. The table below shows a year-by-year overview of the Administrative Fees:

	2019	2020	2021	2022	2023	2024
Administrative Fee (pmpm)	\$50.00	\$50.00	\$52.94	\$55.06	\$57.26	\$59.84
Expected Administrative Fee	\$175,200.00	\$175,200.00	\$181,690.00	\$204,162.00	\$206,136.00	\$214,706.00

The goal of any self-funded health insurance plan is to have a reserve built up for the years when claims costs may be higher than contributions and other reimbursements that are deposited into The Plan. The only way to build up those reserves is to increase the contributions that come into The Plan or to modify the Plan design. Our current plan design gives Burleigh County a competitive edge on other entities for recruitment.

RECOMMENDATION:

On behalf of The Health Insurance Committee, I would like to recommend that the Burleigh County Commission increase the Health Insurance Premiums for 2026 to the monthly premium amounts listed; highlighted in yellow; in the below table:

Premiums	2025 Employee	2025 Employer	2025 Total Monthly	2026 Employee	2026 Employer	2026 Total Monthly
Single	\$64.80	\$1,231.20	\$1,296.00	\$69.98	\$1,329.69	\$1,399.68
Family	\$123.50	\$2,346.50	\$2,470.00	\$133.38	\$2,534.22	\$2,667.60

Burleigh County pays 95% of the premium and the employee pays 5% of the premium for the Burleigh County Health Insurance Plan. This is approximately an 8% increase.

The Health Insurance Committee would also like to recommend a Health Insurance appropriation (loan) payment for 2026 of \$700,000.00. That leaves a remaining balance for the Health Insurance Plan appropriation (loan) of \$1 million dollars.

The Health Insurance Committee would like to recommend that the remaining \$1 million dollars be transferred into The Plan reserves to help build them up. The rationale behind this recommendation is that the original \$3.2 million was appropriated to the Health Insurance Fund.

BURLEIGH COUNTY

HUMAN RESOURCES DEPARTMENT

PAM BINDER, SPHR, SHRM-SCP
DIRECTOR

HUMAN RESOURCE ASSISTANTS:
MEGAN MARTIN
DESIREE HILBORN
LINDSAY BROWER

It was not setup as a loan (The Health Insurance Committee has been treating it like a loan). This was done to provide a safeguard for an overage of claims costs in The Plan. This \$1 million dollars would be considered as part of The Plan reserves and would earn interest through investment along with the fund reserve balance that is currently in The Plan. This would provide clarification for recordkeeping as the interest on the \$1.7 million dollar balance gets allocated into the General Fund. The interest on the current Health Insurance fund reserves stays within the fund. By transferring the \$1 million dollars into the Health Insurance Plan Fund, the interest would stay within The Plan. This lowers the amount of adjusting entries that are needed to allocate the interest earned to the appropriate accounts. This would still serve its intended purpose of being that safeguard.

MOTION:

If there is agreement with the above recommendation, the motion would be for the Commission to approve an 8% Health Insurance premium increase for the 2026 plan year. Also, approve the transfer of \$700,000.00 from the Health Insurance appropriation (loan) account back into the General Fund and transfer the remaining balance of \$1 million dollars into the Health Insurance Plan directly to add to The Plan reserves for clarification of recordkeeping for interest earned on The Plan reserves.

Section 1: Source Document is the BCBSND Financial Report						
	01/01/2019 - 12/31/2019	01/01/2020 - 12/31/2020	01/01/2021 - 12/31/2021	01/01/2022 - 12/31/2022	01/01/2023 - 12/01/2023	01/01/2024 - 12/31/2024
Total Average Subscribers	289	292	305	302	302	316
Total Average Members	819	830	858	838	833	864
Health Payments	\$ 3,498,895.34	\$ 3,675,060.66	\$ 4,453,494.41	\$ 4,458,212.00	\$ 4,096,405.00	\$ 4,731,347.00
Rx Payments	\$ 797,373.25	\$ 1,096,655.89	\$ 1,489,106.17	\$ 1,344,965.00	\$ 1,461,690.00	\$ 1,756,356.00
Blue Alliance Care Management	\$ 1,249.07	\$ 25,428.19	\$ 28,159.10	\$ 23,448.00	\$ 2,292.00	\$ -
Blue Alliance Shared Savings	\$ 19,744.20	\$ 102,833.84	\$ 55,079.65	\$ 74,830.00	\$ -	\$ -
Total Group Paid	\$ 4,317,261.86	\$ 4,899,978.58	\$ 6,025,839.33	\$ 5,901,455.00	\$ 5,560,387.00	\$ 6,487,703.00
Stop Loss Credits	\$ (926,416.15)	\$ (1,364,824.44)	\$ (1,951,838.47)	\$ (2,003,334.00)	\$ (1,097,530.00)	\$ (1,445,671.00)
Adjusted Group Liability	\$ 3,390,845.71	\$ 3,535,154.14	\$ 4,074,000.86	\$ 3,898,121.00	\$ 4,462,857.00	\$ 5,042,032.00
Rx Pharmacy Rebates	\$ (83,440.53)	\$ (281,065.91)	\$ (376,460.34)	\$ (304,781.49)	\$ (341,271.41)	\$ (181,329.07)
Healthy Blue Rewards	\$ (20,851.75)	\$ -	\$ -	\$ -	\$ -	\$ -
Adjusted Group Liability-Rx Rebates	\$ 3,286,553.43	\$ 3,254,088.23	\$ 3,697,540.52	\$ 3,593,339.51	\$ 4,121,585.59	\$ 4,860,702.93
Percentage Change		-1%	14%	-3%	15%	18%
Section 2: Source Document is the Weekly BCBSND Health Insurance Plan Claims Invoices and Tax Statements.						
Stop Loss Premium Totals	\$ 875,931.54	\$ 1,055,283.93	\$ 1,400,979.40	\$ 1,778,812.00	\$ 1,907,566.00	\$ 2,244,856.00
BCBS ND Administrative Fees	\$ 173,500.00	\$ 175,450.00	\$ 193,813.34	\$ 199,813.00	\$ 207,854.00	\$ 226,614.00
Blue Card Administrative Fees	\$ 1,042.00	\$ 1,679.00	\$ 1,735.00	\$ 1,638.00	\$ 1,576.00	\$ 2,233.00
PQORI Fees	\$ -	\$ 2,077.72	\$ 2,210.46	\$ 2,393.82	\$ 2,514.00	\$ 2,689.00
Total Plan Premiums and Fees	\$ 1,050,473.54	\$ 1,234,490.65	\$ 1,598,738.20	\$ 1,982,656.82	\$ 2,119,510.00	\$ 2,476,392.00
Percentage Change		18%	30%	24%	7%	17%
TOTAL PLAN COSTS	\$ 4,337,026.97	\$ 4,488,578.88	\$ 5,296,278.72	\$ 5,575,996.33	\$ 6,241,095.59	\$ 7,337,094.93
		3%	18%	5%	12%	18%
Section 3: Source Document is the Infinite Visions Payroll Deductions Register Report						
Health Insurance Contributions:						
Employer	\$ 4,678,033.00	\$ 4,720,055.00	\$ 4,857,917.50	\$ 5,069,254.00	\$ 5,892,475.50	\$ 7,066,078.85
Employee	\$ 246,822.50	\$ 238,482.50	\$ 255,646.00	\$ 266,492.00	\$ 307,908.00	\$ 357,369.15
COBRA	\$ 22,334.19	\$ 27,008.00	\$ 28,883.00	\$ -	\$ 7,604.40	\$ 6,706.00
Total Premiums Collected	\$ 4,947,189.69	\$ 4,985,545.50	\$ 5,142,446.50	\$ 5,335,746.00	\$ 6,207,987.90	\$ 7,430,154.00
		1%	3%	4%	16%	20%
PROFIT/(LOSS)	\$ 610,162.72	\$ 496,966.62	\$ (153,832.22)	\$ (240,250.33)	\$ (33,107.69)	\$ 93,059.07
On-Going Reserves	\$ 1,107,129.34	\$ 1,107,129.34	\$ 953,297.12	\$ 713,046.79	\$ 679,939.10	\$ 772,998.17
Loan Payable to BCC*	\$ 3,200,000.00	\$ 3,200,000.00	\$ 2,700,000.00	\$ 2,200,000.00	\$ 1,700,000.00	\$ 1,700,000.00

* The loan balance of \$1.7 million is listed separately and is not included in the on-going reserves balance.

ITEM

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Exceptions to PRC Report - Real Estate				
Parcel	Amount Received from ND Tax Department	PRC Allocated by County	Difference Over/(Under)	Difference Due to:
0015-010-077	500.00	-	500.00	No tax burden due to homestead credit
0060-021-050	500.00	-	500.00	No tax burden due to homestead credit
0100-021-060	500.00	-	500.00	No tax burden due to homestead credit
0330-001-028	500.00	-	500.00	No tax burden due to homestead credit
0390-002-001	500.00	-	500.00	No tax burden due to homestead credit
0604-014-044	500.00	-	500.00	No tax burden due to homestead credit
0605-019-035	500.00	-	500.00	No tax burden due to homestead credit & veteran credit
0786-001-008	500.00	-	500.00	No tax burden due to homestead credit
0799-001-064	500.00	-	500.00	No tax burden due to homestead credit
0990-002-003	500.00	-	500.00	No tax burden due to homestead credit
32-139-79-12-01-310	500.00	-	500.00	No tax burden due to homestead credit
SW-142-80-04-08-030	500.00	-	500.00	No tax burden due to homestead credit
0010-001-001	500.00	37.07	462.93	Minimal tax burden due to homestead credit
0010-026-020	500.00	111.19	388.81	Minimal tax burden due to homestead credit
0100-023-045	500.00	492.37	7.63	Minimal tax burden due to homestead credit
0115-005-012	500.00	201.53	298.47	Minimal tax burden due to homestead credit
0130-001-005	500.00	496.23	3.77	Minimal tax burden due to veterans credit
0215-017-050	500.00	236.27	263.73	Minimal tax burden due to homestead credit
0230-016-050	500.00	61.51	438.49	Minimal tax burden due to homestead credit
0365-003-050	500.00	342.83	157.17	Minimal tax burden due to homestead credit
0410-019-065	500.00	376.55	123.45	Minimal tax burden due to homestead credit
0430-022-015	338.20	500.00	(161.80)	Minimal tax burden due to homestead credit
0445-011-060	500.00	121.74	378.26	Minimal tax burden due to homestead credit
0605-030-091	500.00	427.51	72.49	Minimal tax burden due to veterans credit
0605-030-112	500.00	220.06	279.94	Minimal tax burden due to homestead credit
0785-006-020	500.00	421.84	78.16	Minimal tax burden due to homestead credit
1205-001-285	500.00	333.56	166.44	Minimal tax burden due to homestead credit
34-139-77-00-29-200	500.00	481.58	18.42	Minimal tax burden due to homestead credit
34-139-77-92-01-060	500.00	309.50	190.50	Minimal tax burden due to homestead credit
52-141-79-01-02-110	500.00	356.99	143.01	Minimal tax burden due to homestead credit
CL-138-79-31-23-090	500.00	174.58	325.42	Minimal tax burden due to homestead credit
2175-001-165	-	500.00	(500.00)	No credit received from Tax Dept

Exceptions to PRC Report - Mobile Homes					
Parcel	Amount Received from ND Tax Department	PRC Allocated by County	Difference Over/(Under)	Difference Due to:	
01-010-00-00-00-103	97.20	92.34	4.86	County paid 95% of PRC due to early pmt discount	
01-010-00-00-00-463	79.27	75.31	3.96	County paid 95% of PRC due to early pmt discount	
01-010-00-00-00-950	70.43	66.91	3.52	County paid 95% of PRC due to early pmt discount	
01-010-00-00-00-988	107.08	101.73	5.35	County paid 95% of PRC due to early pmt discount	
01-010-00-00-01-226	111.24	105.68	5.56	County paid 95% of PRC due to early pmt discount	
01-010-00-00-01-550	82.91	78.76	4.15	County paid 95% of PRC due to early pmt discount	
01-010-00-00-01-727	84.73	80.49	4.24	County paid 95% of PRC due to early pmt discount	
01-010-00-00-01-982	88.11	83.7	4.41	County paid 95% of PRC due to early pmt discount	
01-010-00-00-02-145	164.00	155.8	8.20	County paid 95% of PRC due to early pmt discount	
01-010-00-00-02-469	140.61	133.58	7.03	County paid 95% of PRC due to early pmt discount	
01-010-00-00-03-313	272.12	258.51	13.61	County paid 95% of PRC due to early pmt discount	
01-010-00-00-03-333	263.80	250.61	13.19	County paid 95% of PRC due to early pmt discount	
01-010-00-00-03-435	383.35	364.18	19.17	County paid 95% of PRC due to early pmt discount	
01-010-00-00-03-996	113.32	107.65	5.67	County paid 95% of PRC due to early pmt discount	
01-010-00-00-04-610	303.56	288.38	15.18	County paid 95% of PRC due to early pmt discount	
01-010-00-00-04-983	473.28	449.62	23.66	County paid 95% of PRC due to early pmt discount	
01-015-00-00-03-576	60.30	57.28	3.02	County paid 95% of PRC due to early pmt discount	
01-020-00-00-00-093	94.86	90.12	4.74	County paid 95% of PRC due to early pmt discount	
01-020-00-00-03-146	236.25	224.44	11.81	County paid 95% of PRC due to early pmt discount	
01-025-00-00-02-427	156.98	149.13	7.85	County paid 95% of PRC due to early pmt discount	
01-025-00-00-03-027	275.49	261.72	13.77	County paid 95% of PRC due to early pmt discount	
01-025-00-00-03-067	247.17	234.81	12.36	County paid 95% of PRC due to early pmt discount	
01-025-00-00-03-121	296.55	281.72	14.83	County paid 95% of PRC due to early pmt discount	
01-025-00-00-03-174	301.75	286.66	15.09	County paid 95% of PRC due to early pmt discount	
01-025-00-00-03-185	194.67	184.94	9.73	County paid 95% of PRC due to early pmt discount	
01-025-00-00-03-214	205.84	195.55	10.29	County paid 95% of PRC due to early pmt discount	
01-025-00-00-03-311	410.90	390.35	20.55	County paid 95% of PRC due to early pmt discount	
01-025-00-00-03-352	103.70	98.51	5.19	County paid 95% of PRC due to early pmt discount	
01-025-00-00-03-429	248.47	236.05	12.42	County paid 95% of PRC due to early pmt discount	
01-025-00-00-03-492	441.05	419	22.05	County paid 95% of PRC due to early pmt discount	
01-025-00-00-03-706	91.49	86.92	4.57	County paid 95% of PRC due to early pmt discount	
01-025-00-00-03-712	441.05	419	22.05	County paid 95% of PRC due to early pmt discount	
01-025-00-00-03-759	101.62	96.54	5.08	County paid 95% of PRC due to early pmt discount	
01-025-00-00-03-960	125.53	119.25	6.28	County paid 95% of PRC due to early pmt discount	
01-025-00-00-03-991	467.56	444.18	23.38	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-068	332.93	316.28	16.65	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-080	467.56	444.18	23.38	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-087	327.21	310.85	16.36	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-104	467.56	444.18	23.38	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-107	280.95	266.9	14.05	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-138	500.00	476.04	23.96	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-152	467.56	444.18	23.38	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-184	327.21	310.85	16.36	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-189	327.21	310.85	16.36	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-211	467.56	444.18	23.38	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-236	340.21	323.2	17.01	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-237	140.35	133.33	7.02	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-245	416.88	396.04	20.84	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-255	486.27	461.96	24.31	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-324	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-348	347.49	330.12	17.37	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-360	483.93	459.73	24.20	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-373	327.21	310.85	16.36	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-435	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-454	407.53	387.15	20.38	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-479	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-481	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-503	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-506	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-514	414.54	393.81	20.73	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-527	424.42	403.2	21.22	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-537	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-553	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-566	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-595	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-598	483.93	459.73	24.20	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-604	459.76	436.77	22.99	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-619	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-620	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-623	407.01	386.66	20.35	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-637	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-641	340.21	323.2	17.01	County paid 95% of PRC due to early pmt discount	
01-025-00-00-04-648	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount	

01-025-00-00-04-659	483.93	459.73	24.20	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-670	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-722	404.41	384.19	20.22	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-737	428.84	407.4	21.44	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-740	500.00	498.01	1.99	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-756	483.93	459.73	24.20	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-767	436.90	415.05	21.85	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-770	500.00	498.01	1.99	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-774	428.84	407.4	21.44	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-790	428.84	407.4	21.44	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-810	428.84	407.4	21.44	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-814	214.42	203.7	10.72	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-822	420.26	399.25	21.01	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-824	428.84	407.4	21.44	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-838	428.84	407.4	21.44	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-846	428.84	407.4	21.44	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-863	428.84	407.4	21.44	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-874	428.84	407.4	21.44	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-876	428.84	407.4	21.44	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-877	428.84	407.4	21.44	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-889	476.92	453.07	23.85	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-905	435.34	413.57	21.77	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-915	428.84	407.4	21.44	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-917	428.84	407.4	21.44	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-929	473.28	449.62	23.66	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-940	428.84	407.4	21.44	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-975	500.00	496.53	3.47	County paid 95% of PRC due to early pmt discount
01-025-00-00-04-992	473.28	449.62	23.66	County paid 95% of PRC due to early pmt discount
01-025-00-00-05-000	473.28	449.62	23.66	County paid 95% of PRC due to early pmt discount
01-025-00-00-05-001	473.28	449.62	23.66	County paid 95% of PRC due to early pmt discount
01-025-00-00-05-082	473.28	449.62	23.66	County paid 95% of PRC due to early pmt discount
01-025-00-00-05-093	436.90	415.05	21.85	County paid 95% of PRC due to early pmt discount
01-025-00-00-05-111	500.00	491.83	8.17	County paid 95% of PRC due to early pmt discount
01-025-00-00-05-136	500.00	491.83	8.17	County paid 95% of PRC due to early pmt discount
01-025-00-00-05-187	428.84	407.4	21.44	County paid 95% of PRC due to early pmt discount
01-025-00-00-05-196	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount
01-025-00-00-05-217	258.86	245.92	12.94	County paid 95% of PRC due to early pmt discount
01-025-00-00-05-266	467.04	443.69	23.35	County paid 95% of PRC due to early pmt discount
01-025-00-00-05-345	295.51	280.73	14.78	County paid 95% of PRC due to early pmt discount
01-025-00-00-05-380	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount
01-025-00-00-05-448	473.28	449.62	23.66	County paid 95% of PRC due to early pmt discount
01-025-00-00-05-656	500.00	485.17	14.83	County paid 95% of PRC due to early pmt discount
01-025-00-00-05-844	457.95	435.05	22.90	County paid 95% of PRC due to early pmt discount
01-025-00-00-05-987	490.43	465.91	24.52	County paid 95% of PRC due to early pmt discount
01-035-00-00-00-065	141.39	134.32	7.07	County paid 95% of PRC due to early pmt discount
01-035-00-00-00-098	95.90	91.1	4.80	County paid 95% of PRC due to early pmt discount
01-035-00-00-00-303	82.91	78.76	4.15	County paid 95% of PRC due to early pmt discount
01-035-00-00-00-330	119.55	113.57	5.98	County paid 95% of PRC due to early pmt discount
01-035-00-00-00-538	156.98	149.13	7.85	County paid 95% of PRC due to early pmt discount
01-035-00-00-00-797	96.42	91.6	4.82	County paid 95% of PRC due to early pmt discount
01-035-00-00-00-824	97.20	92.34	4.86	County paid 95% of PRC due to early pmt discount
01-035-00-00-01-058	170.23	161.72	8.51	County paid 95% of PRC due to early pmt discount
01-035-00-00-01-593	122.93	116.78	6.15	County paid 95% of PRC due to early pmt discount
01-035-00-00-01-682	94.35	89.63	4.72	County paid 95% of PRC due to early pmt discount
01-035-00-00-01-694	107.08	101.73	5.35	County paid 95% of PRC due to early pmt discount
01-035-00-00-01-800	91.49	86.92	4.57	County paid 95% of PRC due to early pmt discount
01-035-00-00-01-850	97.20	92.34	4.86	County paid 95% of PRC due to early pmt discount
01-035-00-00-01-939	85.25	80.99	4.26	County paid 95% of PRC due to early pmt discount
01-035-00-00-02-060	96.68	91.85	4.83	County paid 95% of PRC due to early pmt discount
01-035-00-00-02-111	95.38	90.61	4.77	County paid 95% of PRC due to early pmt discount
01-035-00-00-02-225	93.30	88.63	4.67	County paid 95% of PRC due to early pmt discount
01-035-00-00-02-530	116.18	110.37	5.81	County paid 95% of PRC due to early pmt discount
01-035-00-00-02-654	115.92	110.12	5.80	County paid 95% of PRC due to early pmt discount
01-035-00-00-02-682	135.15	128.39	6.76	County paid 95% of PRC due to early pmt discount
01-035-00-00-02-900	192.59	182.96	9.63	County paid 95% of PRC due to early pmt discount
01-035-00-00-03-176	187.39	178.02	9.37	County paid 95% of PRC due to early pmt discount
01-035-00-00-03-297	151.52	143.94	7.58	County paid 95% of PRC due to early pmt discount
01-035-00-00-03-328	243.79	231.6	12.19	County paid 95% of PRC due to early pmt discount
01-035-00-00-03-857	118.51	112.58	5.93	County paid 95% of PRC due to early pmt discount
01-035-00-00-03-901	153.34	145.67	7.67	County paid 95% of PRC due to early pmt discount
01-035-00-00-03-926	327.21	310.85	16.36	County paid 95% of PRC due to early pmt discount
01-035-00-00-04-464	333.19	316.53	16.66	County paid 95% of PRC due to early pmt discount
01-035-00-00-04-849	357.10	339.24	17.86	County paid 95% of PRC due to early pmt discount
01-035-00-00-04-961	473.28	449.62	23.66	County paid 95% of PRC due to early pmt discount
01-035-00-00-05-017	482.38	458.26	24.12	County paid 95% of PRC due to early pmt discount

01-035-00-00-05-076	428.84	407.4	21.44	County paid 95% of PRC due to early pmt discount
01-035-00-00-05-405	372.70	354.06	18.64	County paid 95% of PRC due to early pmt discount
01-035-00-00-05-582	473.28	449.62	23.66	County paid 95% of PRC due to early pmt discount
01-035-00-00-07-029	294.99	280.24	14.75	County paid 95% of PRC due to early pmt discount
01-055-00-00-02-301	107.86	102.47	5.39	County paid 95% of PRC due to early pmt discount
01-055-00-00-04-013	148.67	141.24	7.43	County paid 95% of PRC due to early pmt discount
01-055-00-00-04-175	91.49	86.92	4.57	County paid 95% of PRC due to early pmt discount
01-055-00-00-04-200	106.30	100.98	5.32	County paid 95% of PRC due to early pmt discount
01-055-00-00-04-395	81.87	77.78	4.09	County paid 95% of PRC due to early pmt discount
01-055-00-00-04-408	75.37	71.6	3.77	County paid 95% of PRC due to early pmt discount
01-055-00-00-04-478	150.22	142.71	7.51	County paid 95% of PRC due to early pmt discount
01-055-00-00-04-492	135.93	129.13	6.80	County paid 95% of PRC due to early pmt discount
01-055-00-00-04-950	138.27	131.36	6.91	County paid 95% of PRC due to early pmt discount
01-060-00-00-02-993	155.94	148.14	7.80	County paid 95% of PRC due to early pmt discount
01-070-00-00-00-667	129.69	123.21	6.48	County paid 95% of PRC due to early pmt discount
01-070-00-00-03-565	97.98	93.08	4.90	County paid 95% of PRC due to early pmt discount
01-070-00-00-04-182	62.90	59.75	3.15	County paid 95% of PRC due to early pmt discount
01-070-00-00-04-402	264.32	251.1	13.22	County paid 95% of PRC due to early pmt discount
01-080-00-00-00-097	83.95	79.75	4.20	County paid 95% of PRC due to early pmt discount
01-080-00-00-00-099	84.21	80	4.21	County paid 95% of PRC due to early pmt discount
01-080-00-00-00-680	43.14	42.72	0.42	County paid 95% of PRC due to early pmt discount
01-080-00-00-01-134	82.91	78.76	4.15	County paid 95% of PRC due to early pmt discount
01-080-00-00-01-307	90.45	85.93	4.52	County paid 95% of PRC due to early pmt discount
01-080-00-00-01-693	85.77	81.48	4.29	County paid 95% of PRC due to early pmt discount
01-080-00-00-02-365	128.91	122.46	6.45	County paid 95% of PRC due to early pmt discount
01-080-00-00-02-595	131.51	124.93	6.58	County paid 95% of PRC due to early pmt discount
01-080-00-00-02-766	117.74	111.85	5.89	County paid 95% of PRC due to early pmt discount
01-080-00-00-02-933	117.22	111.36	5.86	County paid 95% of PRC due to early pmt discount
01-080-00-00-02-986	200.38	190.36	10.02	County paid 95% of PRC due to early pmt discount
01-080-00-00-03-095	255.49	242.72	12.77	County paid 95% of PRC due to early pmt discount
01-080-00-00-03-194	184.01	174.81	9.20	County paid 95% of PRC due to early pmt discount
01-080-00-00-03-203	283.55	269.37	14.18	County paid 95% of PRC due to early pmt discount
01-080-00-00-03-305	273.94	260.24	13.70	County paid 95% of PRC due to early pmt discount
01-080-00-00-03-349	110.72	105.18	5.54	County paid 95% of PRC due to early pmt discount
01-080-00-00-03-701	82.91	78.76	4.15	County paid 95% of PRC due to early pmt discount
01-080-00-00-03-904	206.36	196.04	10.32	County paid 95% of PRC due to early pmt discount
01-080-00-00-04-024	82.91	78.76	4.15	County paid 95% of PRC due to early pmt discount
01-080-00-00-04-101	303.82	288.63	15.19	County paid 95% of PRC due to early pmt discount
01-080-00-00-04-108	248.46	236.04	12.42	County paid 95% of PRC due to early pmt discount
01-080-00-00-04-127	145.28	138.02	7.26	County paid 95% of PRC due to early pmt discount
01-080-00-00-04-135	107.34	101.97	5.37	County paid 95% of PRC due to early pmt discount
01-080-00-00-04-146	132.03	125.43	6.60	County paid 95% of PRC due to early pmt discount
01-080-00-00-04-349	443.39	421.22	22.17	County paid 95% of PRC due to early pmt discount
01-080-00-00-04-354	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount
01-080-00-00-04-356	500.00	489.12	10.88	County paid 95% of PRC due to early pmt discount
01-080-00-00-04-374	394.01	374.31	19.70	County paid 95% of PRC due to early pmt discount
01-080-00-00-04-375	434.29	412.58	21.71	County paid 95% of PRC due to early pmt discount
01-080-00-00-04-386	500.00	476.04	23.96	County paid 95% of PRC due to early pmt discount
01-080-00-00-04-445	495.63	470.85	24.78	County paid 95% of PRC due to early pmt discount
01-080-00-00-04-509	408.31	387.89	20.42	County paid 95% of PRC due to early pmt discount
01-080-00-00-04-522	411.95	391.35	20.60	County paid 95% of PRC due to early pmt discount
01-080-00-00-04-649	346.71	329.37	17.34	County paid 95% of PRC due to early pmt discount
01-080-00-00-04-879	428.84	407.4	21.44	County paid 95% of PRC due to early pmt discount
01-080-00-00-05-037	316.04	300.24	15.80	County paid 95% of PRC due to early pmt discount
01-080-00-00-05-081	435.60	413.82	21.78	County paid 95% of PRC due to early pmt discount
01-080-00-00-05-283	479.26	455.3	23.96	County paid 95% of PRC due to early pmt discount
01-080-00-00-05-451	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount
01-080-00-00-05-683	420.26	399.25	21.01	County paid 95% of PRC due to early pmt discount
01-080-00-00-05-809	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount
01-090-00-00-00-832	63.42	60.25	3.17	County paid 95% of PRC due to early pmt discount
01-090-00-00-02-631	49.64	47.16	2.48	County paid 95% of PRC due to early pmt discount
01-090-00-00-05-423	103.70	98.51	5.19	County paid 95% of PRC due to early pmt discount
01-095-00-00-00-078	77.97	74.07	3.90	County paid 95% of PRC due to early pmt discount
01-095-00-00-00-739	142.95	135.8	7.15	County paid 95% of PRC due to early pmt discount
01-095-00-00-00-828	149.44	141.97	7.47	County paid 95% of PRC due to early pmt discount
01-095-00-00-00-873	90.45	85.93	4.52	County paid 95% of PRC due to early pmt discount
01-095-00-00-00-933	80.57	76.54	4.03	County paid 95% of PRC due to early pmt discount
01-095-00-00-01-247	82.65	78.52	4.13	County paid 95% of PRC due to early pmt discount
01-095-00-00-01-497	141.91	134.81	7.10	County paid 95% of PRC due to early pmt discount
01-095-00-00-01-596	82.91	78.76	4.15	County paid 95% of PRC due to early pmt discount
01-095-00-00-01-663	170.23	161.72	8.51	County paid 95% of PRC due to early pmt discount
01-095-00-00-01-748	139.57	132.59	6.98	County paid 95% of PRC due to early pmt discount
01-095-00-00-01-813	93.30	88.63	4.67	County paid 95% of PRC due to early pmt discount
01-095-00-00-01-835	142.17	135.06	7.11	County paid 95% of PRC due to early pmt discount
01-095-00-00-01-836	85.51	81.23	4.28	County paid 95% of PRC due to early pmt discount

01-095-00-00-02-399	171.28	162.72	8.56	County paid 95% of PRC due to early pmt discount
01-095-00-00-02-406	141.91	134.81	7.10	County paid 95% of PRC due to early pmt discount
01-095-00-00-02-527	203.50	193.32	10.18	County paid 95% of PRC due to early pmt discount
01-095-00-00-02-695	85.25	80.99	4.26	County paid 95% of PRC due to early pmt discount
01-095-00-00-02-712	86.55	82.22	4.33	County paid 95% of PRC due to early pmt discount
01-095-00-00-02-717	121.11	115.05	6.06	County paid 95% of PRC due to early pmt discount
01-095-00-00-02-981	90.45	85.93	4.52	County paid 95% of PRC due to early pmt discount
01-095-00-00-03-204	246.13	233.82	12.31	County paid 95% of PRC due to early pmt discount
01-095-00-00-03-910	96.42	91.6	4.82	County paid 95% of PRC due to early pmt discount
01-095-00-00-03-917	82.91	78.76	4.15	County paid 95% of PRC due to early pmt discount
01-095-00-00-03-945	93.30	88.63	4.67	County paid 95% of PRC due to early pmt discount
01-095-00-00-04-074	81.87	77.78	4.09	County paid 95% of PRC due to early pmt discount
01-095-00-00-04-095	327.21	310.85	16.36	County paid 95% of PRC due to early pmt discount
01-095-00-00-04-141	118.51	112.58	5.93	County paid 95% of PRC due to early pmt discount
01-095-00-00-04-635	103.70	98.51	5.19	County paid 95% of PRC due to early pmt discount
01-095-00-00-04-768	88.11	83.7	4.41	County paid 95% of PRC due to early pmt discount
01-095-00-00-04-901	93.30	88.63	4.67	County paid 95% of PRC due to early pmt discount
01-095-00-00-05-353	82.91	78.76	4.15	County paid 95% of PRC due to early pmt discount
01-095-00-00-05-561	315.26	299.5	15.76	County paid 95% of PRC due to early pmt discount
01-095-00-00-05-650	353.73	336.04	17.69	County paid 95% of PRC due to early pmt discount
01-095-00-00-05-882	345.67	328.39	17.28	County paid 95% of PRC due to early pmt discount
01-095-00-00-05-956	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount
01-095-00-00-06-024	498.23	473.32	24.91	County paid 95% of PRC due to early pmt discount
01-095-00-00-07-071	321.76	305.67	16.09	County paid 95% of PRC due to early pmt discount
01-100-00-00-00-526	62.64	59.51	3.13	County paid 95% of PRC due to early pmt discount
01-100-00-00-01-064	73.29	69.63	3.66	County paid 95% of PRC due to early pmt discount
01-100-00-00-01-351	109.68	104.2	5.48	County paid 95% of PRC due to early pmt discount
01-100-00-00-02-701	99.80	94.81	4.99	County paid 95% of PRC due to early pmt discount
01-100-00-00-04-161	434.29	412.58	21.71	County paid 95% of PRC due to early pmt discount
01-100-00-00-04-294	500.00	495.04	4.96	County paid 95% of PRC due to early pmt discount
01-105-00-00-00-056	67.84	64.45	3.39	County paid 95% of PRC due to early pmt discount
01-105-00-00-00-599	168.16	159.75	8.41	County paid 95% of PRC due to early pmt discount
01-105-00-00-00-709	99.28	94.32	4.96	County paid 95% of PRC due to early pmt discount
01-105-00-00-00-744	113.57	107.89	5.68	County paid 95% of PRC due to early pmt discount
01-105-00-00-00-994	119.55	113.57	5.98	County paid 95% of PRC due to early pmt discount
01-105-00-00-01-000	104.74	99.5	5.24	County paid 95% of PRC due to early pmt discount
01-105-00-00-01-071	134.63	127.9	6.73	County paid 95% of PRC due to early pmt discount
01-105-00-00-01-126	156.98	149.13	7.85	County paid 95% of PRC due to early pmt discount
01-105-00-00-01-264	156.98	149.13	7.85	County paid 95% of PRC due to early pmt discount
01-105-00-00-01-556	93.30	88.63	4.67	County paid 95% of PRC due to early pmt discount
01-105-00-00-01-730	100.84	95.8	5.04	County paid 95% of PRC due to early pmt discount
01-105-00-00-02-218	107.86	102.47	5.39	County paid 95% of PRC due to early pmt discount
01-105-00-00-02-274	103.70	98.51	5.19	County paid 95% of PRC due to early pmt discount
01-105-00-00-02-375	174.39	165.67	8.72	County paid 95% of PRC due to early pmt discount
01-105-00-00-02-415	105.78	100.49	5.29	County paid 95% of PRC due to early pmt discount
01-105-00-00-02-422	203.50	193.32	10.18	County paid 95% of PRC due to early pmt discount
01-105-00-00-02-423	161.92	153.82	8.10	County paid 95% of PRC due to early pmt discount
01-105-00-00-02-538	155.68	147.9	7.78	County paid 95% of PRC due to early pmt discount
01-105-00-00-02-560	229.75	218.26	11.49	County paid 95% of PRC due to early pmt discount
01-105-00-00-02-671	152.31	144.69	7.62	County paid 95% of PRC due to early pmt discount
01-105-00-00-02-718	119.55	113.57	5.98	County paid 95% of PRC due to early pmt discount
01-105-00-00-02-759	84.47	80.25	4.22	County paid 95% of PRC due to early pmt discount
01-105-00-00-02-813	154.64	146.91	7.73	County paid 95% of PRC due to early pmt discount
01-105-00-00-02-827	118.78	112.84	5.94	County paid 95% of PRC due to early pmt discount
01-105-00-00-02-835	191.81	182.22	9.59	County paid 95% of PRC due to early pmt discount
01-105-00-00-02-867	125.79	119.5	6.29	County paid 95% of PRC due to early pmt discount
01-105-00-00-02-885	191.29	181.73	9.56	County paid 95% of PRC due to early pmt discount
01-105-00-00-02-927	196.23	186.42	9.81	County paid 95% of PRC due to early pmt discount
01-105-00-00-02-960	245.09	232.84	12.25	County paid 95% of PRC due to early pmt discount
01-105-00-00-03-010	196.49	186.67	9.82	County paid 95% of PRC due to early pmt discount
01-105-00-00-03-395	85.25	80.99	4.26	County paid 95% of PRC due to early pmt discount
01-105-00-00-03-547	352.68	335.05	17.63	County paid 95% of PRC due to early pmt discount
01-105-00-00-03-598	441.05	419	22.05	County paid 95% of PRC due to early pmt discount
01-105-00-00-03-656	97.46	92.59	4.87	County paid 95% of PRC due to early pmt discount
01-105-00-00-03-782	114.10	108.39	5.71	County paid 95% of PRC due to early pmt discount
01-105-00-00-03-916	287.97	273.57	14.40	County paid 95% of PRC due to early pmt discount
01-105-00-00-03-969	140.61	133.58	7.03	County paid 95% of PRC due to early pmt discount
01-105-00-00-03-993	235.73	223.94	11.79	County paid 95% of PRC due to early pmt discount
01-105-00-00-04-063	327.21	310.85	16.36	County paid 95% of PRC due to early pmt discount
01-105-00-00-04-091	287.97	273.57	14.40	County paid 95% of PRC due to early pmt discount
01-105-00-00-04-392	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount
01-105-00-00-04-733	428.84	407.4	21.44	County paid 95% of PRC due to early pmt discount
01-105-00-00-04-858	428.84	407.4	21.44	County paid 95% of PRC due to early pmt discount
01-105-00-00-05-095	500.00	496.53	3.47	County paid 95% of PRC due to early pmt discount
01-105-00-00-05-129	463.14	439.98	23.16	County paid 95% of PRC due to early pmt discount

01-105-00-00-05-135	407.01	386.66	20.35	County paid 95% of PRC due to early pmt discount
01-105-00-00-05-162	492.77	468.13	24.64	County paid 95% of PRC due to early pmt discount
01-105-00-00-05-457	473.28	449.62	23.66	County paid 95% of PRC due to early pmt discount
01-125-00-00-04-644	407.01	386.66	20.35	County paid 95% of PRC due to early pmt discount
01-125-00-00-04-672	406.22	385.91	20.31	County paid 95% of PRC due to early pmt discount
01-125-00-00-04-994	500.00	493.81	6.19	County paid 95% of PRC due to early pmt discount
01-125-00-00-05-045	473.28	449.62	23.66	County paid 95% of PRC due to early pmt discount
01-125-00-00-05-068	399.47	379.5	19.97	County paid 95% of PRC due to early pmt discount
01-125-00-00-05-206	470.94	447.39	23.55	County paid 95% of PRC due to early pmt discount
01-125-00-00-05-594	438.45	416.53	21.92	County paid 95% of PRC due to early pmt discount
01-125-00-00-05-724	477.96	454.06	23.90	County paid 95% of PRC due to early pmt discount
01-130-00-00-05-917	157.50	149.62	7.88	County paid 95% of PRC due to early pmt discount
05-120-00-00-05-120	269.79	256.3	13.49	County paid 95% of PRC due to early pmt discount
10-120-00-00-05-310	332.21	315.6	16.61	County paid 95% of PRC due to early pmt discount
10-120-00-00-09-252	271.47	257.9	13.57	County paid 95% of PRC due to early pmt discount
25-120-00-00-06-076	184.45	175.23	9.22	County paid 95% of PRC due to early pmt discount
26-120-00-00-05-557	230.75	219.21	11.54	County paid 95% of PRC due to early pmt discount
32-065-00-00-00-949	47.39	45.02	2.37	County paid 95% of PRC due to early pmt discount
32-065-00-00-04-444	316.67	300.84	15.83	County paid 95% of PRC due to early pmt discount
32-065-00-00-05-526	494.55	469.82	24.73	County paid 95% of PRC due to early pmt discount
32-065-00-00-05-563	494.55	469.82	24.73	County paid 95% of PRC due to early pmt discount
35-110-00-00-05-832	117.84	111.95	5.89	County paid 95% of PRC due to early pmt discount
CL-005-00-00-01-545	95.02	90.27	4.75	County paid 95% of PRC due to early pmt discount
CL-005-00-00-02-058	85.90	81.6	4.30	County paid 95% of PRC due to early pmt discount
CL-005-00-00-03-555	94.01	89.31	4.70	County paid 95% of PRC due to early pmt discount
CL-005-00-00-04-676	122.64	116.51	6.13	County paid 95% of PRC due to early pmt discount
CL-005-00-00-04-680	255.17	242.41	12.76	County paid 95% of PRC due to early pmt discount
CL-005-00-00-04-842	146.47	139.15	7.32	County paid 95% of PRC due to early pmt discount
CL-005-00-00-04-852	500.00	481.46	18.54	County paid 95% of PRC due to early pmt discount
CL-005-00-00-04-949	211.08	200.53	10.55	County paid 95% of PRC due to early pmt discount
CL-005-00-00-05-189	500.00	496.38	3.62	County paid 95% of PRC due to early pmt discount
CL-005-00-00-05-390	469.55	446.07	23.48	County paid 95% of PRC due to early pmt discount
CL-005-00-00-05-571	299.77	284.78	14.99	County paid 95% of PRC due to early pmt discount
CL-005-00-00-05-599	299.77	284.78	14.99	County paid 95% of PRC due to early pmt discount
CL-005-00-00-05-663	62.08	58.98	3.10	County paid 95% of PRC due to early pmt discount
01-080-00-00-09-258	395.05	0	395.05	Failed to remit PRC to this parcel

Ward County is on Facebook and posts updates on jobs, taxes, elections, etc.?! To follow us there, visit:
<https://www.facebook.com/wardcounty1>

Election information (including ID requirements and how to apply for an absentee ballot) can be found at:
<https://vip.sos.nd.gov/>

To pay your taxes online: <https://itax.tylertech.com/wardnd>

From: Myers, Shelli L. <slmyers@nd.gov>

Sent: Thursday, December 5, 2024 12:55 PM

To: NDACO Treasures <tr@ndaco.org>; NDACO Auditors <auditors@ndaco.org>; NDACO Tax Directors <tax@ndaco.org>

Cc: Heinle, Paul <pheinle@nd.gov>; Hummel, Jessi L. <jhummel@nd.gov>; Ohlhauser, Sarah F. <sfohlhauser@nd.gov>;

Pfaff, Ross T. <rtpfaff@nd.gov>; Williams, Vicki <vwilliams@nd.gov>

Subject: RE: Answers to a few recent questions

*EXTERNAL email received. **DO NOT** open suspicious emails.*

Hello again.

A question just came in that I will address to everyone.

Can you clarify about MH's a bit more for me? If MH taxes are less than \$500, will they only get a refund of what they paid prior to the discount?

Ex. My MH taxes were \$250 prior to the discount. Will I get a refund of \$250(taxes I paid) from the county or \$500?

We are getting ready to help with abatements for the 2024 MH taxes that are paid already and have been approved of the PRC credit. We want to clarify the amount to refund/abate. Tax amount(without discount) or (\$500- assuming the state will reimburse the County in June 2025).

If the tax paid was less than \$500 the refund to the mobile homeowner would be what they paid (in the example above it would be \$250, not \$500). If the tax paid was more than \$500, they would only get \$500.

Thanks for the follow-up questions!

Shelli Myers

State Supervisor of Assessments & Property Tax Division Director

Phone: 701-328-3127 | Fax: 701-328-3048

From: Myers, Shelli L.

Sent: Thursday, December 5, 2024 11:16 AM

To: NDACO Treasures <tr@ndaco.org>; NDACO Auditors <auditors@ndaco.org>; NDACO Tax Directors <tax@ndaco.org>

Cc: Heinle, Paul <pheinle@nd.gov>; Hummel, Jessi L. <jhummel@nd.gov>; Ohlhauser, Sarah F. <sfohlhauser@nd.gov>;

Pfaff, Ross T. <rtpfaff@nd.gov>; Williams, Vicki <vwilliams@nd.gov>

Subject: Answers to a few recent questions

Good morning, everyone,

I hope this email finds you all well and warm. I've received several similar questions which I will share the answers to below.

Question 1:

Should the PRC be applied before or after the discount? If it is before, the refund will be less than the credit given. (regarding mobile home refund)

Answer 1:

While this was programmed correctly, the credit should be applied to the consolidated tax prior to the discount (because you cannot receive a discount on a credit), the refund for mobile homes, however, should be issued at \$500. Make sure to adjust your certification that is due by January 1st.

Question 2:

Are transfers allowed to happen after tax bills go out?

Answer 2:

There is no provision in statute to limit the transfer period, so please transfer the credit. The November 1st deadline was for our office to be able to get you the information in time for your tax statements. If a property owner contacts our office, I've instructed the team to direct them to the county office for the transfer.

Question 3:

Are we receiving PRC inserts? ETA?

Answer 3:

The inserts are coming, unfortunately, the printer did not send them out when they said they were going to. I did get confirmation yesterday that they are sending them out on Monday. I am sorry for the inconvenience this caused!

If you have any further questions, please let me know.

Shelli Myers

State Supervisor of Assessments & Property Tax Division Director

NORTH DAKOTA OFFICE OF STATE TAX COMMISSIONER

600 E Boulevard Ave., Dept. 127

Bismarck, ND 58505-0599

Phone: 701-328-3127 | Fax: 701-328-3048 | www.tax.nd.gov



"When gratitude becomes your default setting, life changes." ~Nancy Leigh Demoss

Splonskowski, Mark D.

From: Myers, Shelli L.
Sent: Wednesday, April 16, 2025 4:46 PM
To: Splonskowski, Mark D.
Subject: RE: PRC

Hi Mark,

That is correct, the refund will be without the discount, even if they paid with the discount. If a mobile home's consolidated tax was \$350 and they paid on Feb. 2 to receive the discount of \$17.50, the total they paid was \$332.50. The certified discount from the county would be the \$350, therefore, the amount you would refund to the mobile home owner would be \$350, not the \$332.50.

This is confusing and you aren't the only one asking the question.

Please let me know if you have further questions!

Shelli Myers
State Supervisor of Assessments & Property Tax Division Director
Phone: 701-328-3127 | Fax: 701-328-3048

From: Splonskowski, Mark D. <msplonskowski@nd.gov>
Sent: Wednesday, April 16, 2025 3:50 PM
To: Myers, Shelli L. <slmyers@nd.gov>
Subject: PRC

Good afternoon Shelli,

I hate to be a broken record, but I just wanted to verify this before moving forward. If a person paid their mobile home taxes and received the 5% discount but the total taxes due were below the \$500 we still pay them what they originally owed, NOT the amount paid with the 5% discount. Example, if a person owes \$500 in taxes but receives the 5% discount and actually paid \$425, we still refund them the \$500 they originally owed, NOT \$475. Is that Correct?

Thaks and have a great evening.

Mark Splonskowski
Burleigh County Auditor/Treasurer

From: [Splonskowski, Mark D.](#)
To: [Jacobs, Leigh](#); [Ripplinger, Ronda](#)
Cc: [Schmidt, Taylor](#)
Subject: RE: Bravera Investments - For Audit
Date: Wednesday, April 16, 2025 2:38:37 PM
Attachments: [1990_001.pdf](#)

Here are the last two receipts for these funds.

From: Jacobs, Leigh <ljacobs@nd.gov>
Sent: Wednesday, April 16, 2025 1:30 PM
To: Splonskowski, Mark D. <msplonskowski@nd.gov>; Ripplinger, Ronda <roripplinger@nd.gov>
Cc: Schmidt, Taylor <schmidt.taylor@nd.gov>
Subject: RE: Bravera Investments - For Audit

I already saw that document and responded that it does not have adequate detail.

Brandi did not keep that documentation when she purchased the CD that matured 12/13/2024, thus I do not know what certificate number it is, which means I don't know if the CD that was renewed in February is the same as the CD that matured on 12/13/2024

At this point, we do not have documentation to support our investment balance at year end for our audit, which is currently underway.

At a minimum we need the original certificate of deposit receipt for the CD that matured 12/13/2024. That should give us the CD # which should agree to the addendum.

CD. Maybe it's in the safe somewhere, but Bravera definitely has it on hand

From: Splonskowski, Mark D. <msplonskowski@nd.gov>
Sent: Wednesday, April 16, 2025 1:18 PM
To: Jacobs, Leigh <ljacobs@nd.gov>; Ripplinger, Ronda <roripplinger@nd.gov>
Cc: Schmidt, Taylor <schmidt.taylor@nd.gov>
Subject: RE: Bravera Investments - For Audit

Here is the CD Addendum related to this CD.

From: Jacobs, Leigh <ljacobs@nd.gov>
Sent: Wednesday, April 16, 2025 12:18 PM
To: Splonskowski, Mark D. <msplonskowski@nd.gov>; Ripplinger, Ronda <roripplinger@nd.gov>
Cc: Schmidt, Taylor <schmidt.taylor@nd.gov>
Subject: RE: Bravera Investments - For Audit

This does not appear to have the CD for \$680,000 which matured 12/13/2024

We need some documentation showing the CD that matured 12/13/2024, and did we renew it or not, and what were the terms.

We also didn't keep any record of the original purchase of that CD, so I don't even know what Certificate number it is.

So, no I don't think that gives us what we need

Leigh Jacobs, CPA
Finance Director
Burleigh County
316 N. 5th St
Bismarck, ND 58501
701-712-8353

From: Splonskowski, Mark D. <msplonskowski@nd.gov>
Sent: Wednesday, April 16, 2025 11:24 AM
To: Jacobs, Leigh <ljacobs@nd.gov>; Ripplinger, Ronda <roripplinger@nd.gov>
Cc: Schmidt, Taylor <schmidt.taylor@nd.gov>
Subject: RE: Bravera Investments - For Audit

Just got this from Bravera, is this what you need?

From: Jacobs, Leigh <ljacobs@nd.gov>
Sent: Wednesday, April 16, 2025 10:02 AM
To: Splonskowski, Mark D. <msplonskowski@nd.gov>; Ripplinger, Ronda <roripplinger@nd.gov>
Cc: Schmidt, Taylor <schmidt.taylor@nd.gov>
Subject: RE: Bravera Investments - For Audit

This does not tell me if we renewed the CD for \$680,000 that matured on 12/15/2024

Can they provide us with the statements for when we purchased the CDs and when they matured or renewed?

This information is too cryptic to be useful for our audit.

Leigh Jacobs, CPA
Finance Director
Burleigh County
316 N. 5th St
Bismarck, ND 58501

701-712-8353

From: Splonskowski, Mark D. <msplonskowski@nd.gov>
Sent: Wednesday, April 16, 2025 9:34 AM
To: Ripplinger, Ronda <roripplinger@nd.gov>; Jacobs, Leigh <ljacobs@nd.gov>
Cc: Schmidt, Taylor <schmidt.taylor@nd.gov>
Subject: RE: Bravera Investments - For Audit

Here is the requested information, please let me know if there is anything further you need.

Mark Splonskowski
Burleigh County Auditor/Treasurer

From: Ripplinger, Ronda <roripplinger@nd.gov>
Sent: Tuesday, April 15, 2025 4:52 PM
To: Jacobs, Leigh <ljacobs@nd.gov>
Cc: Schmidt, Taylor <schmidt.taylor@nd.gov>; Splonskowski, Mark D. <msplonskowski@nd.gov>
Subject: Re: Bravera Investments - For Audit

Mark is on it!

Ronda D. Ripplinger

Deputy Auditor/Treasurer
Burleigh County Auditor/Treasurer Office
221 N. 5th Street, PO Box 5518
Bismarck, ND 58501
Office: (701) 222-6694
Direct: (701) 712-2877
Fax: (701) 222-7528

From: Jacobs, Leigh <ljacobs@nd.gov>

Sent: Tuesday, April 15, 2025 4:50 PM

To: Ripplinger, Ronda <roripplinger@nd.gov>

Cc: Schmidt, Taylor <schmidt.taylor@nd.gov>; Splonskowski, Mark D. <msplonskowski@nd.gov>

Subject: Bravera Investments - For Audit

Ronda,

Would you please email Bravera and ask them to provide all of our CD activity from December 1 2024 through March 31 2025?

We had a CD mature December 15th in the amount of \$680,000 (plus interest I'm sure), and we cannot locate any records as to whether it was cashed out or reinvested

thanks

Leigh Jacobs, CPA
Finance Director
Burleigh County
316 N. 5th St
Bismarck, ND 58501
701-712-8353

Certificate of Deposit Receipt

This receipt is issued to:

Burleigh County Auditor
PO Box 5518
Bismarck, ND 58506

Bravera Bank
Bismarck Downtown
320 N 4th St
Bismarck, ND 58501

Account Number: 130004512

IRA Number: _____

Amount \$ 680,000.00

Date Opened 12/15/2020

Term 5 Month(s)

Maturity Date 12/15/2024

Interest Rate 5.010000 %

Annual Percentage Yield 5.08%

The account evidenced by this receipt is subject to and further explained in the terms and conditions contained in the account agreement and account disclosures. The account is Not Negotiable and Not Transferable. Only the items checked apply.

- ☒ Fixed Interest Rate ☐ Variable Interest Rate
☒ Additions Permitted
☒ Automatically Renewable ☐ Single Maturity (not automatically renewable) ☐ Callable ☐ Notice Account

Interest will be:

- ☐ mailed to the owner(s).
☒ added to principal (compounded).
☐ paid to _____ account No. _____
☒ paid every 5 Month(s)

Certificate of Deposit Receipt

This receipt is issued to:

Burleigh County Auditor
PO Box 5518
Bismarck, ND 58506

Bravera Bank
Burnt Boat Drive Bismarck
1615 Burnt Boat Dr
Bismarck, ND 58503

Account Number: 130004512

IRA Number: _____

Amount \$ 680,000.00

Date Opened 12/15/2020

Term 12 Month(s)

Maturity Date 07/15/2024

Interest Rate 5.060000 %

Annual Percentage Yield 5.06%

The account evidenced by this receipt is subject to and further explained in the terms and conditions contained in the account agreement and account disclosures. The account is Not Negotiable and Not Transferable. Only the items checked apply.

- ☒ **Fixed Interest Rate** ☐ **Variable Interest Rate**
☒ **Additions Permitted**
☒ **Automatically Renewable** ☐ **Single Maturity (not automatically renewable)** ☐ **Callable** ☐ **Notice Account**

Interest will be:

- ☐ mailed to the owner(s).
☒ added to principal (compounded).
☐ paid to _____ account No. _____
☒ paid every 12 Month(s)



BRAVERA

CD ADDENDUM

Name: Burleigh County Auditor

Certificate Number: 130004512

Update Term

Current Term: 5 (Months) New Term: 5 (Months) New Maturity Date:

Interest Rate

Current Rate: 0.30 (%) New Rate: 4.25 (%)

Annual Percentage Yield (APY)

Current Annual Percentage Yield: (%) New Annual Percentage Yield: (%)

Partial Withdrawal

Partial Withdrawal Amount: Renewing Balance:

Credit Interest

Back to CD

Ownership Change:

Name: CIF: Ownership Add Delete

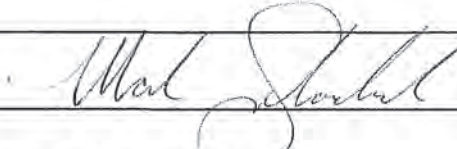
Name: CIF: Ownership Add Delete

Name: CIF: Ownership Add Delete

Name: CIF: Ownership Add Delete

Name: CIF: Ownership Add Delete

Other Request:

Signature: 

Date: 2-24-2025

Completed By: LBoelter Date: 02/24/2025

Input By: Date:

Verified By: Date:

Burleigh County Auditor's Office Investment Checklist

Investment Type:	<input type="text"/>
Investment Duration:	<input type="text"/>
Financial Institution:	<input type="text"/>
Amount:	<input type="text"/>
Investment/Deposit Number: (if applicable)	<input type="text"/>
Were three bids received?	<input type="text"/>
Are all bids attached?	<input type="text"/>
Is this investment appropriately diversified by type and maturity?	<input type="text"/>
Is a copy of the current investment mix by type and maturity attached?	<input type="text"/>
Is a copy of the adjusting journal entry attached?	<input type="text"/>

Approved by: (County Auditor or designee to initial or sign)	<hr/>	<hr/>
	<i>Burleigh County Auditor</i>	<i>Date</i>
Bank transfer ordered by: (Deputy Auditor/Treasurer or designee to Sign)	<hr/>	<hr/>
	<i>Burleigh Deputy Auditor/Treasurer</i>	<i>Date</i>
Secondary Authorization of Bank Transfer: (per policy, staff or Auditor)	<hr/>	<hr/>
		<i>Date</i>
Investment checklist, reconciliation prepared by: (Staff to initial or sign)	<hr/>	<hr/>
		<i>Date</i>
Adjusting journal entries reconciled, approved, posted: (Staff to initial or sign)	<hr/>	<hr/>
		<i>Date</i>