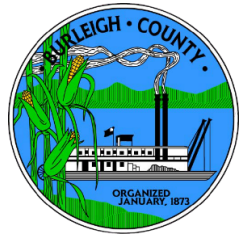




Lincoln, Fort Rice, Riverview, Florence Lake, Burnt Creek, Canfield, Lyman, & Phoenix
Unorganized Townships



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)

November 3, 2025

5:00 P.M.

Invocation and Pledge of Allegiance presented by Chaplain.

COUNTY COMMISSION

1. Meeting called to order.
2. Roll call of members.
3. Approval of Agenda.
4. Consideration of October 20, 2025, meeting minutes and bills. (Pg.4-8)
5. **PUBLIC COMMENT.** *Restricted to Burleigh County residents and landowners.*
6. Consent Agenda:
 - a. Abatements. (Pg.10)
 - b. Special event permits. (Pg.11-19)
7. County Planning Director Mitch Flanagan:
 - a. Stoll Farms appeal. (Pg.21-31)
 - b. Waive application fee. (Pg.32-35)
 - c. Application for a special use permit. (Pg.36-40)
8. County Engineer Hall:
 - a. Award of bids. (Pg.42-43)
 - b. 2nd Approach permits. (Pg.44-46)
9. Sheriff Leben:
 - a. Salary adjustment. (Pg.48)
 - b. Variance to County policy. (Pg.49-54)
 - c. Quarterly report. (Pg.55)
10. Commissioner Munson:
 - a. Wetland Delineation report.
 - b. Request approval of the commission to solicit bids to hire out the application process for the required 401 / 404 permits from the Corp of Engineers to determine how the wetlands can be delineated.

c. Kimball Bottoms Preliminary Engineering agreement. (Pg.57-63)

11. Commissioner Schwab:

a. Garrison Diversion letter.

12. Commissioner Woodcox:

a. 250th Anniversary Mural update.

13. Other Business.

14. Adjourn.

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

Mark Splonskowski

Burleigh County Auditor

ITEM

4

**BURLEIGH COUNTY COMMISSION
MEETING MINUTES
OCTOBER 20th, 2025**

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

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

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

Motion by Comm. Bakken, 2nd by Comm. Munson to move and combine item 15A, ETA Discussion, with item 7A, Discussion of Bismarck's ETA Proposal, and approve the agenda. Commissioners Bakken, Munson, Schwab, and Chairman Bitner voted 'AYE'. ***Motion carried.***

Chairman Bitner opened the meeting to public comment.

- No comment was heard.

Chairman Bitner closed the public comment segment.

Motion by Comm. Schwab, 2nd by Comm. Bakken to approve the October 6th, 2025 meeting minutes and bills. Commissioners Bakken, Munson, Schwab, and Chairman Bitner voted 'AYE'. ***Motion carried.***

Motion by Comm. Munson, 2nd by Comm. Bakken to approve the Robert Adams, Terry & Kathleen Mauch, Larry & Mary Hatzenbuehler, Mary Ann Grossman, Craig Marsh abatements, and the consent agenda less item 6B, Provident Building Remodel Change Order, for discussion. Commissioners Bakken, Munson, Schwab, and Chairman Bitner voted 'AYE'. ***Motion carried.*** Discussion was had regarding the Provident Building Remodel Change Order. Chairman Bitner stated that the \$104,098.67 change order was for electrical upgrades due to moving the Commission Chambers to the 2nd floor from the originally planned 4th floor. Motion by Comm. Munson, 2nd by Comm. Bakken to approve the Provident Building change order with a follow up of what the percentage costs are due to tariffs. Commissioners Bakken, Munson, Schwab, and Chairman Bitner voted 'AYE'. ***Motion carried.***

City of Bismarck Planning Director Daniel Nairn presented a map of the updated ETA approved by the Bismarck City Commission. Nairn stated that the updated ETA area would reduce the land in the ETA by 45% and the number of homes by 95%. He stated that the border of the ETA reflects the estimated growth of Bismarck in the next fifty years. Comm. Schwab asked if there would be a path forward for residents that want out of the ETA. County resident Wayne Martineson spoke wanting to be removed from the ETA. Nairn said that the City would have to look at the specific property if a resident wanted out of the ETA to assess the feasibility of removing it. Nairn stated that the ETA map would be going to the Bismarck Planning & Zoning Commission on Wednesday, October 22, 2025 at their meeting for a public hearing. Nairn said that if the updated map isn't agreed on by the City and County, the City could extend the ETA to two miles on their own

and up to four miles with the outer two miles covered under joint jurisdiction process. City of Bismarck Administrator Jason Tomanek spoke regarding Apple Creek Industrial Park water service. Comm. Bakken stated that the County would like to manage the Missouri Valley Complex development with less regulation from the City of Bismarck. Tomanek said that there could be the potential for the MVC to be managed similarly to the State Capital Complex where the City manages utilities and the State manages the development. Discussion was had regarding FEMA and flood ratings. County Planning Director Mitch Flanagan spoke on the subject. Motion by Comm. Munson, 2nd by Comm. Bakken to approve the City of Bismarck's updated ETA map allowing for continued discussions on the Missouri Valley Complex and Apple Creek Industrial Development as well as Wayne Martinson's possible removal from the ETA. Commissioners Bakken, Munson, Schwab, and Chairman Bitner voted 'AYE'. **Motion carried.**

County Senior Assistant Engineer Daniel Schriock presented a request to approve support of the County Highway Department's Federal HSIP Grant application. A County resident spoke on the subject. Motion by Comm. Munson, 2nd by Comm. Bakken to authorize the proper County officials to apply for a 2030 Highway Safet Improvement Program (HSIP) grant for the construction/reconstruction of a roundabout (or other intersection improvements) at the intersection of 66th Street SE and Apple Creek Road. Commissioners Bakken, Munson, Schwab, and Chairman Bitner voted 'AYE'. **Motion carried.**

Senior Assistant Schriock presented a request to approve support of the County Highway Department's State Special Road Funds grant application. Motion by Comm. Bakken, 2nd by Comm. Munson to authorize the proper County officials to apply for a 2026 Special Roads Funds (SRF) grant for the mill and overlay of Desert Road from SH 1804 to the boat landing. Commissioners Bakken, Munson, Schwab, and Chairman Bitner voted 'AYE'. **Motion carried.**

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

Director Flanagan presented a request for approval for a variance for Vern Kuntz. The variance would change setbacks and allow the construction of an accessory building. Motion by Comm. Munson, 2nd by Comm. Bakken to approve the variance request for 8507 Rolling Hills Road. Commissioners Bakken, Munson, Schwab, and Chairman Bitner voted 'AYE'. **Motion carried.**

Director Flanagan presented a request of approval for resolution 25-003 for Joel Kern regarding a Twin Buttes Subdivision non-access line. This resolution would allow the partial vacation of a non-access line for the placement of an approach onto Kern's property. Motion by Comm. Munson, 2nd by Comm. Bakken to approve resolution 25-003 for the variance request for 8507 Rolling Hills Road. Commissioners Bakken, Munson, Schwab, and Chairman Bitner voted 'AYE'. **Motion carried.**

Director Flanagan presented an appeal regarding a Notice to Owner sent to Jarod Stoll, owner of the Baldwin Nursery, about a complaint made by a neighbor. He said Mary Podoll, a relative of Stoll, appealed the notice. Flanagan said that the complaints were regarding agricultural tours on the property and the Notice to Owner stated special use permits to conduct the tours was required. He said that Podall requested this topic be

discussed at this Commission meeting, however, she was not at the meeting. Motion by Comm. Bakken, 2nd by Comm. Munson to deny the appeal. Commissioners Bakken, Munson, Schwab, and Chairman Bitner voted 'AYE'. **Motion carried.**

County Human Resources Director Pam Binder presented an update on hiring for the Building and Grounds Department. She stated that interviews had been done for the Facilities Director and Manager positions and they had some good candidates. Binder said the chosen candidate for Facilities Director requested an annual leave variance because they did not want to start over after being in their current position with a different political subdivision for fifteen years. Motion by Comm. Bakken, 2nd by Comm. Munson to approve making a job offer for the Facilities Director position with the annual leave variance. Commissioners Bakken, Munson, Schwab, and Chairman Bitner voted 'AYE'. **Motion carried.** Binder said that a good candidate was interviewed for the Facilities Manager position, however, the candidate would be a better fit for a Buildings & Grounds Supervisor having HVAC and supervisory experience. Motion by Comm. Munson, 2nd by Comm. Bakken to approve making a job offer for the Building & Grounds Supervisor position. Commissioners Bakken, Munson, Schwab, and Chairman Bitner voted 'AYE'. **Motion carried.**

Director Binder presented an update on the States Attorney's Office stipend. Motion by Comm. Munson, 2nd by Comm. Bakken to approve the States Attorney's Office stipends and to add 10% to the policy for stipends going forward. Commissioners Bakken, Munson, Schwab, and Chairman Bitner voted 'AYE'. **Motion carried.**

Director Binder discussed the County's Recruitment/Employment Policy. She stated that the Annual Leave variance will attract more tenured applicants from other governmental agencies.

Director Binder discussed the County's Annual Leave Policy. She stated that due to HB 1170, the State will offer "New Hire Leave", a forty-hour bank, to be used before the completion of the employees first anniversary. Binder said that the County will need to need to consider this as an option.

Director Binder presented information regarding law enforcement overtime under the Fair Labor Standards Act (FLSA). The County's law enforcement and detention officers follow the "Garcia Law" under the FLSA. Binder stated that the County should set aside the "Garcia Law" and allow the officers to be paid time and a half for any hours worked over forty. Motion by Comm. Bakken, 2nd by Comm. Munson to approve moving the County's non-exempt law enforcement and detention officers to be paid the overtime rate of time and one-half for any hours worked above 40 hours in a work week. Commissioners Bakken, Munson, Schwab, and Chairman Bitner voted 'AYE'. **Motion carried.**

Commissioner Bakken spoke regarding the earlier complaint to owner discussed by Planning Director Flanagan. Comm. Bakken stated that in the email sent to Auditor Mark Splonskowski by Mary Podal, she requested the discussion on the complaint to be on the first meeting in November's agenda. Motion by Comm. Bakken, 2nd by Comm. Munson to reconsider this item at the next scheduled, first meeting in November, Commission meeting. Commissioners Bakken, Munson, Schwab, and Chairman Bitner voted 'AYE'. **Motion carried.**

County Finance Director/Interim Treasurer Leigh Jacobs spoke regarding the organization structure of the Treasurer's office. Jacobs presented organization charts from eight different counties and three proposed arrangements for the County's organizational structure. Motion by Comm. Bakken, 2nd by Comm. Munson to approve option three listed in the agenda packet. Commissioners Bakken, Munson, Schwab, and Chairman Bitner voted 'AYE'. **Motion carried.** Jacobs requested the Commission approve the listing of the Treasurer's position internally. Motion by Comm. Bakken, 2nd by Comm. Munson to approve listing the Treasurer's position internally. Human Resources Director Pam Binder stated that director level positions are typically listed internally and externally. Comm. Bakken and Munson rescinded their previous motion. Motion by Comm. Bakken, 2nd by Comm. Munson to approve listing the Treasurer's position internally and externally. Commissioners Bakken, Munson, Schwab, and Chairman Bitner voted 'AYE'. **Motion carried.**

County Auditor Mark Splonskowski presented the options for the first meeting date in September, due to a holiday, to finish the 2026 County Commission meeting calendar. Motion by Comm. Munson, 2nd by Comm. Bakken to approve the meeting being scheduled at 5:00pm of September 10th, 2026. Commissioners Bakken, Munson, Schwab, and Chairman Bitner voted 'AYE'. **Motion carried.**

Commissioner Schwab stated that he was going to request the Commission authorize the State's Attorney to write a letter to the Garrison Diversion Conservancy District (GDCCD) petitioning to be removed from the district. Auditor Splonskowski stated that since joining in 1989, County residents have paid \$9,900,000 and has received \$825,588 in return. He said that the Southwest Regional Water district has received over \$105,000,000 in federal funds passed through the GDCCD even though none of the benefiting counties are members. Splonskowski stated that Southcentral Regional Water District has received \$56,000,000 from the GDCCD and the County still would have received those funds if the County was not a member. Motion by Comm. Schwab, 2nd by Comm. Bakken to authorize the State's Attorney to write a letter to the Garrison Diversion Conservancy District requesting to be removed from the district. Commissioners Bakken, Schwab, and Chair Bitner voted 'AYE'. Commissioner Munson voted 'NAY'. **Motion carried.** The commission discussed the possibility of a forensic audit on the GDCCD and having Splonskowski reach out to the State Auditor's office to see what information they have on the GDCCD.

Commissioner Schwab brought to the attention of the Commission a news article discussing the Summit Carbon Solutions pipeline and the possibility of them not continuing to try to bring the pipeline to North Dakota. Comm. Bakken requested the State's Attorney look into the possibility of the County being able to file an amicus brief to support the lawsuits against Summit going on in Iowa. Discussion was had.

Commissioner Munson requested ideas from the Commission on funding options for the Kimball Bottoms boat ramp renovations of approximately \$2,500,000 to be completed in 2027 or 2028. Discussion was had.

Other Business:

- Commissioner Bakken thanked Commissioner Schwab, Auditor Splonskowski, and staff for the work put into researching the Garrison Diversion Conservancy District.

Meeting Adjourned.

6:35 PM

Mark Splonskowski,
County Auditor

Brian Bitner,
Chairman

DRAFT

ITEM

6

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

Abate #	Owner	Tax Year	Legal Description	Credit Type	Current MV	Reduced MV
25-516	Jeffery Conlon	2024	Lot 2, Block 3, Highland Acres	100% Homestead Credit	\$176,200	\$88,100
25-517	George Simek Rev Lvg Tr	2024	Lot 19, Block 2, Washington Heights	50% Homestead Credit	\$283,800	\$183,800



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

Applying for (check one)							
☒ 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 UTTC American Indian Science and Engr. Society		Dates of Activity (Does not include dates for the sales of tickets) 11/5/2025	
Organization or Group Contact Person [REDACTED]	E-mail [REDACTED]	Telephone Number [REDACTED]	
Business Address 3315 University Dr	City Bismarck	State ND	ZIP Code 58504
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name United Tribes Technical College		County Burleigh	
Site Physical Address 3315 University Dr	City Bismarck	State ND	ZIP Code 58504
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle Nov 5, 2025 during the home basketball game			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50:50	1/2 the ticket sales (prize varies based on sales)	
Total (limit \$50,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer [REDACTED]	Telephone Number [REDACTED]	E-mail Address [REDACTED]
Signature of Organization Group's Permit Organizer 	Title Engineering Chair/Advisor and AISES Advisor	Date Oct 24, 2025



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

Permit Number
25-013

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 UTTC American Indian Science and Engr. Society		Dates Authorized (Read Instruction 2) 11/5/2025	
Organization or Group Contact Person [REDACTED]	E-mail [REDACTED]	Telephone Number [REDACTED]	
Mailing Address	City	State	ZIP Code

SITE INFO

Site Name United Tribes Technical College		County Burleigh	
Site Address 3315 University Dr.	City Bismarck	State ND	ZIP Code 58504

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

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

11/05/2025- one time event - 50/50 Raffle

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	Telephone Number 701-712-2887	E-mail Address msplonskowski@nd.gov
Signature of City or County Official		Date	Issuing Governing Body ☐ City ☐ County

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

All Items required for this Permit have been met.

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



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

Permit Number
25-014

Permit Type (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games Authorized

☐ 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 UTTC Student Professional Educators Club		Dates Authorized (Read Instruction 2) 11/19/2025	
Organization or Group Contact Person [REDACTED]	E-mail [REDACTED]	Telephone Number [REDACTED]	
Mailing Address 3315 University Drive	City Bismarck	State ND	ZIP Code 58504

SITE INFO

Site Name United Tribes Technical College		County Burleigh	
Site Address 3315 University Drive	City Bismarck	State ND	ZIP Code 58504
If the city or county is placing restrictions on the permit, please explain			
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) November 19, 2025- one time event			

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

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

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

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

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	Telephone Number 701-712-2887	E-mail Address msplonskowski@nd.gov
Signature of City or County Official		Date	Issuing Governing Body ☐ City ☐ 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 (8-2025)

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 UTTC Student Professional Educators Club		Dates of Activity (Does not include dates for the sales of tickets) 11/19/2025	
Organization or Group Contact Person [REDACTED]	E-mail [REDACTED]	Telephone Number [REDACTED]	
Business Address 3315 University Dr.	City Bismarck	State ND	ZIP Code 58504
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name United Tribes Technical College		County Burleigh	
Site Physical Address 3315 University Dr	City Bismarck	State ND 58504	ZIP Code 58504
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) November 19, 2025- one time fundraiser			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Bingo	50/50 pay out	cash- depends on participatio
Total (limit \$50,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer [REDACTED]	Telephone Number [REDACTED]	E-mail Address [REDACTED]
Signature of Organization Group's Permit Organizer 	Title UTTC Instructor/ SPEC advisor	Date 10/27/2025

All Items required for this Permit have been met.

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



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

Permit Number
25-012

Permit Type (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games Authorized

☐ Bingo ☒ Raffle ☐ Raffle by a Political or Legislative District Party
☐ 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 UTTC- American Indigenous Business leaders (AIBL) (student club)		Dates Authorized (Read Instruction 2) 11/14/2025	
Organization or Group Contact Person [REDACTED]	E-mail [REDACTED]	Telephone Number [REDACTED]	
Mailing Address Science-Tech bldg, 3315 University Drive	City Bismarck	State ND	ZIP Code 58504

SITE INFO

Site Name James Henry Gymnasium		County Burleigh	
Site Address Fort Berthold Ave	City Bismarck	State ND	ZIP Code 58504

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

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

Single day event on 11/14/2025

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	Telephone Number 701-712-2887	E-mail Address msplonskowski@nd.gov
Signature of City or County Official		Date	Issuing Governing Body ☐ City ☐ County

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



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

All Items required for this Permit have been met.

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

ITEM

7



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

burleighcobuilding@nd.gov
701-221-3727

To: Burleigh County Commission.
Re: Appeal of a Notice of Complaint
Date: 10-27-2025
From: Mitch Flanagan, Burleigh County Planning Director. *MF*

ITEM 1

Complaint to Owner

Legal Description: GLENVIEW TOWNSHIP Section 24 W1/2E1/2NW1/4
772217 24-141-80

Property Address: 1725 201st Ave NE, Baldwin, ND 58521

A Notice to Owner concerning a complaint from a neighbor was sent to the owner Mr. Jarod Stoll, Stoll Holdings LLP., 1725 201st Ave NE, Baldwin, ND 58521 on 9-8-2025. The complaint was based on agricultural tours that were conducted on the property. Ms. Podoll has appealed the notice and is related to the owner.

ACTION REQUESTED

No action is requested.

Attachments: Ex. 1. NTO 1725 201st Ave NE
Ex. 2. Podol Appeal 10082025
Ex. 3. Police Report: Baldwin Greenhouse
Ex. 4. Farm Tour 2025
Ex. 5. Facebook Pumpkin Pick 2025



NOTICE and ORDER

DATE: 8-8-2025

TO: Stoll Holdings LLP 1725 201st Ave NE, Baldwin, ND 58521

RE: ZONING VIOLATION: 1725 201st Ave NE, Baldwin, ND 58521

LEGAL DESCRIPTION: GLENVIEW TOWNSHIP Section 24 W1/2E1/2NW1/4
772217 24-141-80

Dear Jarod Stoll:

It has been brought to our attention that your property is in violation of Article 8, Section 31 of the Burleigh County Zoning Ordinances.

FINDINGS:

1. Article 8 Section 31. Special Use permit required located at: 1725 201st Ave NE, Baldwin, ND.

Article 8 Section 31: Special Use Permits *Agricultural Recreation may be permitted in an Agricultural District as a special use. All persons, entities or organizations wishing to establish the use of Agricultural Recreation within Burleigh County must apply for a special use permit.*

AUTHORIZATION:

Operating Agricultural Recreation without a special use permit constitutes a violation as defined and amended: Article 22 Section 1, Burleigh County Zoning Ordinance. Application for a special use permit must be made within 10 days' receipt of this notice.

You should be advised that under Article 30 Section 4 Violations, Penalty for Disregarding: Burleigh County has the authority, if the conditions described above are not remedied in the time allowed under this notice, to undertake legal proceedings of the corrections required.

APPEAL:

If you desire to appeal this order, you must file a written request within thirty (30) days receipt of this order with the Board of County Commissioners. The notice of appeal shall be delivered to and verified by the County Building Official, PO Box 5518 Bismarck ND. 58506.

Please contact this officer at your earliest convenience.

Sincerely, 

Mitch Flanagan, Building Official,
701-221-3727 Burleigh County, ND.

Flanagan, Mitch

From: Baldwingreenhouse@outlook.com
Sent: Wednesday, October 8, 2025 3:57 PM
To: Flanagan, Mitch; McMonagle, Marla M.
Cc: Munson, Wayne; Woodcox, Jerry; Bitner, Brian
Subject: Request appeal

Some people who received this message don't often get email from baldwinggreenhouse@outlook.com. [Learn why this is important](#)

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

Please consider this a written request to appeal the Notice and Order dated 9/8/2025 (received 9/11/25). This letter accused our property being in violation of Article 8... The letter itself requested an application for a special use permit to be made within 10 days of the letter.

It did not however, provide a date or activity for which the violation was about. To our knowledge, we did not conduct any activities that needed a special permit.

To understand the issues, I filed a Freedom of Information request to fact check and learn more. This also included a meeting at the Planning and Zoning office. Since our discussion, no letters of retraction or explanation have occurred; and I do not want to lose our right to appeal by missing the 30 day deadline.

Based solely on the notice and order, there is no understanding of what, where and when action to provide details. This in itself makes it impossible to prepare an appeal.

The meeting provided a bit better clarity with 2 issues noted in a complaint from Jamie Feist and acted upon by Mitch Flanagan. 1 - June; we allowed the Soil Conservation District to utilize our operation to host a garden tour. As did several other farm/gardens that day. At that time - Article 8 was in draft form. While I have not verified, using my experience with such farm tours - I doubt this county has ever required ag education to have a permit. I am confident that all counties in ND allow conservation and farm tours without this added cost and action. In good faith, I did have the draft as of that date that used numbers of participants as a bullet - I did not count but their were only a handful of cars in the parking lot that day. As other farm family's have done multiple times, food was served.

2. The "appearance" of an event using Facebook as the proof. There was no event for the public. Just a late afternoon call for help that evening with harvest due to frost and frost warning. That day, we had family, employee and 1 friend on sight harvesting pumpkins.

I am assuming that this request for appeal is just that - a request and we will be allowed to provide additional documentation to highlight that we are being targeted unreasonably.

Lastly, as a simple request for appeal within 30 days, I will add that we also had scheduled a meeting with Planning and Zoning staff to review proper zoning protocol, such as a PUD. This has been conducted, and we are pursuing the steps to provide information and appropriate documentation for this task.

In our appeal documentation to follow, we believe that no zoning ordinances were violated. The perception of a violation is not a violation. We will be asking for a retraction or rescinding of the notice and order.

Please provide a copy of this email to Julie Lawyer, who was originally cc'd, but no email was listed.

Appeal processes, I'm sure as different in each agency as night and day, so please provide any written clarity for next steps; as well as ample time to prepare an appeal packet for your consideration to remove this violation.

I N C I D E N T	Agency Name Burleigh County Sheriffs Office								INCIDENT/INVESTIGATION REPORT ☐ Investigator's Report ☐ States Attorney ☐ PYB ☒ Other _____							Case# 24-00005220																													
	ORI ND0080000															Date / Time Reported 07/11/2024 14:36 Thu																													
	Location of Incident 1375 201ST AVE NE, Baldwin ND 58521								Gang Relat.	Premise Type Residence/home	Agency/Report Ar							Last Known Secure 07/11/2024 14:36 Thu																											
	#1	Crime Incident(s) Other Public Peace								(Com)	Weapon / Tools							Activity N																											
									Entry							Exit							Security																						
	86Z																																												
V I C T I M	#2	Crime Incident								()	Weapon / Tools							Activity																											
									Entry							Exit							Security																						
	#3	Crime Incident								()	Weapon / Tools							Activity																											
									Entry							Exit							Security																						
M.O.																																													
O T H E R S	# of Victims 0										Type:	Injury:																																	
	V1	Victim/Business Name (Last, First, Middle)															Victim of Crime #	DOB	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status																						
	Home Address															Email	Age										Home Phone																		
	Employer Name/Address															Business Phone										Mobile Phone																			
	VYR	Make	Model	Style	Color	Lic/Lis	VIN																																						
	CODES: V= Victim (Denote V2, V3) WI = Witness IO = Involved Other RP = Reporting Person (if other than victim)																																												
P R O P E R T Y	Type: INDIVIDUAL (NOT LAW ENFORCEMENT) Injury:																																												
	Code	Name (Last, First, Middle)	Victim of Crime #	DOB	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status																																				
	IO	PODOLL, MARY ELAINE		/1965		F		Resident																																					
	Home Address															Email	Age										Home Phone																		
	BALDWIN, ND 58521																																												
	Employer Name/Address															Business Phone										Mobile Phone																			
P R O P E R T Y	Type: INDIVIDUAL (NOT LAW ENFORCEMENT) Injury:																																												
	Code	Name (Last, First, Middle)	Victim of Crime #	DOB	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status																																				
	IO	FEIST, JAMIE LEE		/1979		M		Resident																																					
	Home Address															Email	Age										Home Phone																		
	BALDWIN, ND 58521																																												
	Employer Name/Address															Business Phone										Mobile Phone																			
1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown ("OI" = Recovered for Other Jurisdiction)																																													
P R O P E R T Y	VI #	Code	Status FrmTo	Value	OJ	QTY	Property Description										Make/Model										Serial Number																		
Officer/ID# BROWNING, ROBERT OWEN III (BCSO1237)																																													
Invest ID# (0)															Supervisor ROCHESTER, HAROLD S																														
Status	Complainant Signature															Case Status Active										Case Disposition:										Page 1									
Printed By: RBROWNING, Sys#: 1565571 Date: 07/11/2024 19:55																																													

INCIDENT/INVESTIGATION REPORT

Burleigh County Sheriffs Office

Case # 24-00005220

Status Codes 1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown					
	IBR	Status	Quantity	Type Measure	Suspected Type
D R U G S					

Assisting Officers
SCHOEDEL, N.R. (BCSO1153)

Suspect Hate / Bias Motivated:

NARRATIVE

On July 11, 2024 at approximately 1435 hours Cpl. Schoedel was notified of a possible fued between neighbors that happened on July 10, 2024 after the County Commission meeting. Deputy Robert Browning responded with Cpl. Schoedel to 1375 201st Ave NE to speak with the RP Jamie Feist. Feist stated that he was at the meeting to contest against a corn maze that his neighbor Mary Podoll was trying to get approved. The County Commission denied Podoll from setting up the corn maze. Feist stated that after the meeting he was standing with Shawn Schafer, Michael(Mike) Ryckman and Robert(Bob) Miller when Podoll approached the group. Feist told Browning that Podoll stated something to the effect of "I have 11 grandchildren with dirtbikes and atvs they can ride along the property and show you a disturbance to your deer." Feist stated that Podoll seperately made comments to Burleigh County Building and Zoning staff member Maria McMonagle. Feist stated that he didn't want any action at this time. Browning spoke with all parties involved. Browning informed Podoll that purposefully having people annoy or harass Feist's deer by any means could result in further actions. See Suppliment.

IN C I D E N T D A T A	Agency Name Burleigh County Sheriffs Office			☐ Investigations ☐ States Attorney ☐ PYB ☐ Other				INCIDENT/INVESTIGATION REPORT				Case# 24-00006528									
	ORI ND0080000											Date / Time Reported 08/19/2024 12:08 Mon									
	Location of Incident 1375 201ST AVE NE, Baldwin Nd ND 58521			Gang Relat		Premise Type Field/woods		Agency/Report Ar		Last Known Secure 08/17/2024 20:27 Sat											
										At Found 08/17/2024 21:00 Sat											
MO	#1	Crime Incident(s) Other Public Peace 86Z			(Att)		Weapon / Tools				Activity										
							Entry		Exit		Security										
		#2	Crime Incident			()		Weapon / Tools				Activity									
								Entry		Exit		Security									
		#3	Crime Incident			()		Weapon / Tools				Activity									
								Entry		Exit		Security									
V I C T I M	# of Victims 0		Type:		Injury:																
	V1		Victim/Business Name (Last, First, Middle)				Victim of Crime #		DOB		Race		Sex		Relationship To Offender		Resident Status		Military Branch/Status		
									Age												
	Home Address								Email								Home Phone				
	Employer Name/Address												Business Phone				Mobile Phone				
	VYR		Make		Model		Style		Color		Lic/Lis		VIN								
O T H E R S	CODES: V- Victim (Denote V2, V3) WI = Witness IO = Involved Other RP = Reporting Person (if other than victim)																				
	Type: INDIVIDUAL (NOT-LAW ENFORCEMENT) Injury:																				
	Code RP		Name (Last, First, Middle) FEIST, JAMIE LEE				Victim of Crime #		DOB 1979		Race W		Sex M		Relationship To Offender		Resident Status Resident		Military Branch/Status		
	Home Address BALDWIN, ND 58521								Email								Home Phone				
	Employer Name/Address (UNKNOWN)												Business Phone				Mobile Phone				
	Type:		Injury:																		
I N V O L V E D	Code		Name (Last, First, Middle)				Victim of Crime #		DOB		Race		Sex		Relationship To Offender		Resident Status		Military Branch/Status		
									Age												
	Home Address								Email								Home Phone				
	Employer Name/Address												Business Phone				Mobile Phone				
	1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown ("OJ" = Recovered for Other Jurisdiction)																				
	P R O P E R T Y	VI #	Code	Status Frm/To	Value	OJ	QTY	Property Description					Make/Model					Serial Number			
Officer/ID#		MEHRER, RONALD T (BCSO306)																			
Invest ID#		(0)																			
Supervisor		MEHRER, RONALD T (BCSO306)																			
Status	Complainant Signature				Case Status Active				08/19/2024				Case Disposition:				Page 1				
R CS11BR Printed By: RMEHRER, Sys#: 1570228 08/19/2024 14:45																					

INCIDENT/INVESTIGATION REPORT

Burleigh County Sheriffs Office

Case # 24-00006528

Status Codes: 1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown						
D R U G S	IBR	Status	Quantity	Type Measure	Suspected Type	
Assisting Officers						

Suspect Hate / Bias Motivated:

NARRATIVE

On 08/19/24 at approx. 1115, Deputy Mehrer and Burleigh County Sheriff Kelly Leben met with Jamie Fiest at the Burleigh County Sheriffs Dept. Fiest stated that he is the owner of a deer farm located at [REDACTED] Baldwin ND. Fiest stated that there is a corn maze that butts up to his property on the east side. The location of the maze is 1725 201st ave, Baldwin ND. Fiest stated that the maze is currently not under operation.

Fiest stated that on 08/17/24 at apprx. 2037 five male juveniles arrived at the corn maze property. Fiest stated that the males were talking very loud and that their actions startled his deer. Fiest stated that the males entered the corn maze yelling and continued to yell and whistle while in the maze. The five males then exited the maze yelling and clapping their hands. Fiest stated most of the neighbor dogs were barking because of the yelling.

Fiest stated that after the incident he found a buck with a broken tine. Fiest stated that because of this injury he would not be able to sell the animal this year. Fiest believes the animal was startled because of the males actions. Fiest could not identify the individuals but did provide video of the males and photos of the injured deer.

I N C I D E N T D A T A	Agency Name Burleigh County Sheriffs Office		INCIDENT/INVESTIGATION REPORT				Case# 25-00006105	
	ORI ND0080000		☐ Investigations ☐ States Attorney ☐ PYB ☐ Other				Date / Time Reported 07/21/2025 11:13 Mon	
	Location of Incident 1375 201ST AVE NE, Baldwin ND 58521		Gang-Relat Field/woods		Premise Type BCSO, BURN		Last Known Secure 07/21/2025 11:13 Mon	
							At Found 07/21/2025 11:13 Mon	
#1	Crime Incident(s) Criminal Trespass, Enter Area W/ Notice Against Trespass - 12.1-22-03(3)		(Com) M		Weapon / Tools		Activity	
					Entry		Exit Security	
#2	Crime Incident Civil Dispute 80N		(Com)		Weapon / Tools		Activity	
					Entry		Exit Security	
#3	Crime Incident		()		Weapon / Tools		Activity	
					Entry		Exit Security	
MO								
V I C T I M	# of Victims 1		Type: INDIVIDUAL (NOT LAW)		Injury:			
	Victim/Business Name (Last, First, Middle) FEIST, JAMIE LEE		Victim of Crime # 1		DOB 1979		Resident Status Resident	
	Home Address [REDACTED], Baldwin, ND 58521-		Email		Home Phone [REDACTED]			
	Employer Name/Address (UNKNOWN)		Business Phone		Mobile Phone [REDACTED]			
	VYR		Make		Model		Style Color	
	Lic/Lis		VIN					
	CODES: V- Victim (Denote V2, V3) WI= Witness IO = Involved Other RP = Reporting Person (if other than victim) Type: INDIVIDUAL (NOT LAW ENFORCEMENT) Injury:							
	Code IO		Name (Last, First, Middle) PODOLL, MARY ELAINE		Victim of Crime #		DOB 1965	
	Home Address [REDACTED] BALDWIN, ND 58521		Email		Home Phone [REDACTED]			
	Employer Name/Address		Business Phone		Mobile Phone			
O T H E R S I N V O L V E D	Type:		Injury:					
	Code		Name (Last, First, Middle)		Victim of Crime #		DOB	
							Age	
	Home Address		Email		Home Phone			
	Employer Name/Address		Business Phone		Mobile Phone			
	1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown ("OJ" = Recovered for Other Jurisdiction)							
	VI #		Code		Status		Value	
	OJ		QTY		Property Description		Make/Model	
							Serial Number	
P R O P E R T Y	Officer/ID# SCHOEDEL, NICHALOS R (BCSO1153)							
	Invest ID# (0)				Supervisor SCHOEDEL, NICHALOS R			
	Complainant Signature				Case Status Active		Case Disposition:	
					07/21/2025		Page 1	

INCIDENT/INVESTIGATION REPORT

Burleigh County Sheriffs Office

Case # 25-00006105

Status Codes	1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown							
D R U G S	IBR	Status	Quantity	Type Measure	Suspected Type			
Assisting Officers								

Suspect Hate / Bias Motivated:

NARRATIVE

Cpl. Schoedel spoke with Jamie Feist regarding an incident on 7/18/25. Feist informed Schoedel that Mary Podoll had a tour on the Baldwin Green House property. Feist explained that she did not have any permits to do so but did anyway. Feist stated that someone had trespassed onto his property near where he kept his deer. Feist stated that he has "No trespassing" signs on his property line and then 30 ft to the west is where he has 8ft fences where he keeps his deer. Feist stated someone had gone to the 8ft fence and spooked the deer. This caused two deer to die and one deer to suffer a broken leg. Feist estimated the damages in the deer to be \$15,000 dollars. The deer are for Feist's business. Feist explained this is an ongoing issue with the neighbors at the Green House. No suspect was given for the trespassing.

Schoedel called Mary who said that she did have a farm tour out that day and did not need a permit due to her numbers. Mary estimated around 35 people out at the tour. Mary explained the tour as a garden tour for the farm vegetables. Mary informed Schoedel that no one had left the Green House property. She stated she got in front of them and the property and informed the tour not to go any further. Mary also said that a few people may have walked off toward that direction. Mary said they would have had to walk a long distance to get to the deer. Schoedel asked if a few people did go that way and Mary said that she cannot verify one way or another.

Mary said that she clearly said in the microphone not to go any further. Mary said if they did they would have not left their property.

Schoedel called Burleigh County Zoning which informed Schoedel that Mary did in fact need a specialty permit and was told this by them.



2025 DRIVE YOURSELF GARDEN TOUR

Take a drive North to Wilton and Baldwin to visit some great gardens!



We will start at the garden of Judi Trygg. Then on to the garden of Shelly Porter. The tour ends at Stoll Farms/ Baldwin Nursery for a meal and some plant shopping! 😊

JUDI TRYGG GARDEN

Judi, a former market gardener, has been transitioning her garden into a habitat for pollinators and birds. Her garden features many perennial flowers, flowering shrubs, trees and of course, vegetables.

SHELLY PORTER GARDEN

Shelly has been no-tilling for the past five years. Her gardens feature various NDSU variety trials along with several varieties of flowers.

STOLL FARMS LLC/BALDWIN NURSERY

Following the spring season, veggies take priority! Their market gardens feature tomatoes, peppers, a pick-your-own sweet corn patch as well as, a pick-your-own pumpkin patch.



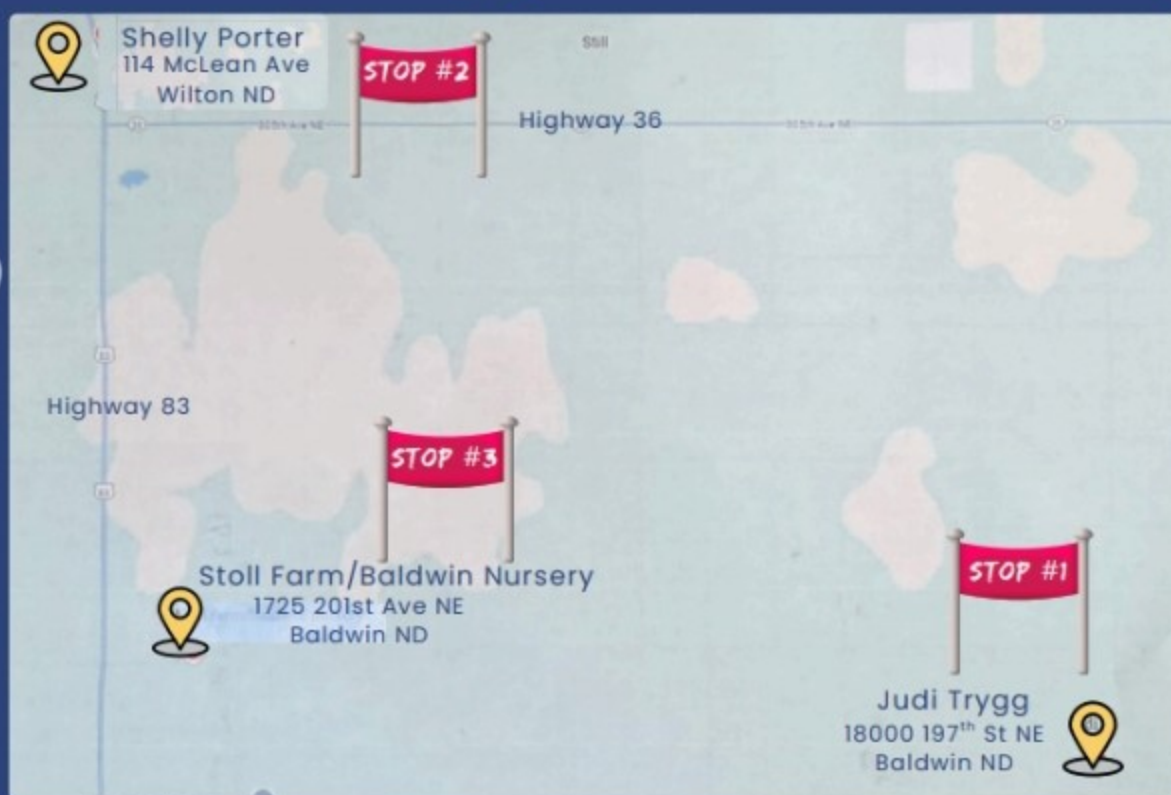
**Friday,
July 18, 2025**



1:00p - 4:30p



**A meal will be
provided at
Baldwin
Nursery**



SPONSORS

Burleigh County



Soil Conservation
District



Menoken Farm



Natural Resources
Conservation Service

NDSU

EXTENSION
BURLEIGH COUNTY

REGISTRATION REQUIRED

701-250-4518, Ext 3

or

www.menokenfarm.com





Posts

About

Photos

Reels

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Stoll Farms and Baldwin Greenhouse & Nursery

4h ·

Pumpkins in the house!! We so very much the families that came and helped harvest! We will be picking up pumpkins today, too!!

On my way home, there was a beautiful moon!
(My picture isn't even 1/2 as pretty.



Pumpkin varieties and characteristics

Moon p

Pumpkin varieties used for decoration

What's the

18

2 comments 1 share



Like



Comment



Share



Stoll Farms and Baldwin Greenhouse & Nursery

1d ·





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

burleighcobuilding@nd.gov
701-221-3727

To: Burleigh County Commission.
Re: Request Waiver of Application Fee for Subdivision Plat.
Date: 10-27-2025
From: Mitch Flanagan, Burleigh County Planning Director. *MF*

ITEM 1

Waiver of Application Fee

Legal Description: BURNT CREEK TOWNSHIP Section 07 LT A OF NE1/4 BEG NW
COR TH E1320', S1320'.W1320'.N1320' TO POB #403580 07-140-80

Property Address: 1951 149th St. NW

In August, Albert Kuntz paid for application for a special use permit to allow an accessory dwelling unit on property that he owns on 149th Ave. Because of the restriction to the size of the ADU, he was advised to apply for a subdivision and has made that application. The invoice for the special use permit was \$300.00.

ACTION REQUESTED

Request waiving the subdivision platting fee of \$550.00 to \$250.00

Attachments: Ex. 1. 1951 SUP Invoice-receipt 08072025
Ex. 2. Planning Fee Schedule



BURLEIGH COUNTY BUILDING, PLANNING, ZONING
221 N 5th Street, Bismarck, ND 58506

701-221-3727

burleighcobuilding@nd.gov

INVOICE/RECEIPT

DATE: 8/7/2025

INVOICE: PL25-011

Albert Kuntz
2723 GATEWAY AVE. UNIT 1
BISMARCK, ND 58501

Permit	Description	Amount
PL25-011	- ALBERT KUNTZ SPECIAL USE PERMIT	\$300.00
	- CREDIT CARD	<300.00>
TOTAL AMOUNT DUE		\$-0-

All invoices are due within thirty (30) days after invoice date

BURLEIGH COUNTY
BUILDING/PLANNING/ZONING
221 N. 5TH STREET
PO BOX 5518
BISMARCK, ND 58506-5518

701-221-3727

E-Mail Burleighcobuilding@nd.gov



BURLEIGH COUNTY TREASURER

PO Box 5518
Bismarck, ND 58506-5518

*** REPRINTED RECEIPT ***

Clerk: dianeb
Batch Number: 20250806-000018

Receipt#	Trans Date	Clerk	Batch#	Receipt Type	Receipt Total
20359	08/06/2025	dianeb	20250806-000018	MISC	300.00
Received Of			On Account Of		
ALBERT KUNTZ			SPECIAL USE PERMIT PL25-011		
Line#	PT	Account	Description		Amount
1	G	1001.00000.32210	Building Permits & Fees		300.00

Payment Type	Doc#	Description	Amount
CREDIT	20286396	KUNTZ, ALBERT	300.00

The following checklist must be completed and submitted with the application form.

COUNTY SUBMISSION CHECKLIST				
Applying for:			Submitted	N/A
Preliminary Plat	Required pre-application meeting	Date:		
	5 prints of plat, including all items listed in preliminary plat checklist			
	Preliminary plat checklist, completed by applicant			
	Fee determined by lot number: 1 – 2 lots \$200.00 3 – 10 lots \$300 11 – 20 lots \$400 21 or more lots \$900			
	8½" x 11" reduction of plat			
	Digital copy of plat			
	Road master plan & adjacent owner's consent (if required)			
	For subdivisions proposed in areas not under the zoning jurisdiction of Burleigh County, documentation that the subdivision complies with the zoning requirements of the township			
	Written request for amendment to Fringe Area Road Master Plan (if applicable)			
Final Plat	Final plat fee \$250.00			
	Stormwater Management Plan Review Fee \$200 (includes permit if approved)			
	6 prints of plat, including all items listed in final plat check list			
	Final plat checklist, completed by applicant			
	8½" x 11" reduction of plat			
	Digital copy of plat, if requested			
	Attorney's opinion of ownership, including all easement owners			
Development Application Review	Fee determined by number of lots: 1 – 2 lots \$25 3 to 10 lots \$100 11 to 20 lots \$200 21 or more \$600			
	Site plan, drawn to scale (no larger than 11" x 17")			
	Completed Development Application and all exhibits			
Development Permit & Field Review	Fee determined by number of lots: 1 – 2 lots \$200 3 to 10 lots \$400.00 11 – 20 lots \$1,500 21 or more lots \$2,500.			
	Review and Approval of Development Application			
Plat Vacation	Map of property to be vacated			
	Fee of \$300.00			
	Legal description of property to be vacated			
Road Vacation	Map of property to be vacated			
	Fee of \$250.00			
	Legal description of property to be vacated			
	Letters of consent from utilities (street/alley vacation & easement release)			
Zoning Change	Fee of \$500.00 (zoning change)			
	Description of zoning change by legal description if multiple districts requested			
	Architectural drawings (PUD only)			
	One (1) print of site plan, at 1"=100' scale (PUD only)			
	8½" x 11" reduction of site plan (PUD only)			
	Written statement (PUD only)			
Special Use	Fee of \$300.00			
	3 prints of site plan, at 1"=20' or larger scale			
	8½" x 11" reduction of site plan			
	Photograph of building (moving building only)			
	Adjacent property owner petition (required for moving of a building, trap or skeet shooting range, vehicular racetrack, rodeo or rodeo event and solid waste disposal facility only)			



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

burleighcobuilding@nd.gov
701-221-3727

To: Burleigh County Commission.
Re: Consider a Special Use Permit for a MET Tower
Date: 10-28-2025
From: Mitch Flanagan, Burleigh County Planning Director. *MF*

ITEM 1

Application for a SUP

Legal Description: Canfield Township, Section 5, NW 1/4 SW1/4 796840 05-143-77

Property Address: No 911 Address

In August, 41 Wind applied for a Special Use Permit application to place a temporary MET Tower. To assess the renewable energy potential, the tower will measure wind speed, direction, temperature and atmospheric conditions. It is approximately 197.667' in height and will be equipped with meteorological instruments mounted at various heights. The tower will use approximately a one-acre area and is intended to remain in place for 12 to 36 months and will be fully removed and the site restored to its original condition. It will have high-visibility markers and FAA compliant lighting if required by local aviation regulations.

The planning commission recommended to approve the permit based on the applicant providing current stamped engineered plans designed to ANSI TIA-222-G standards. This office received those plans on 10-27-2025.

ACTION REQUESTED

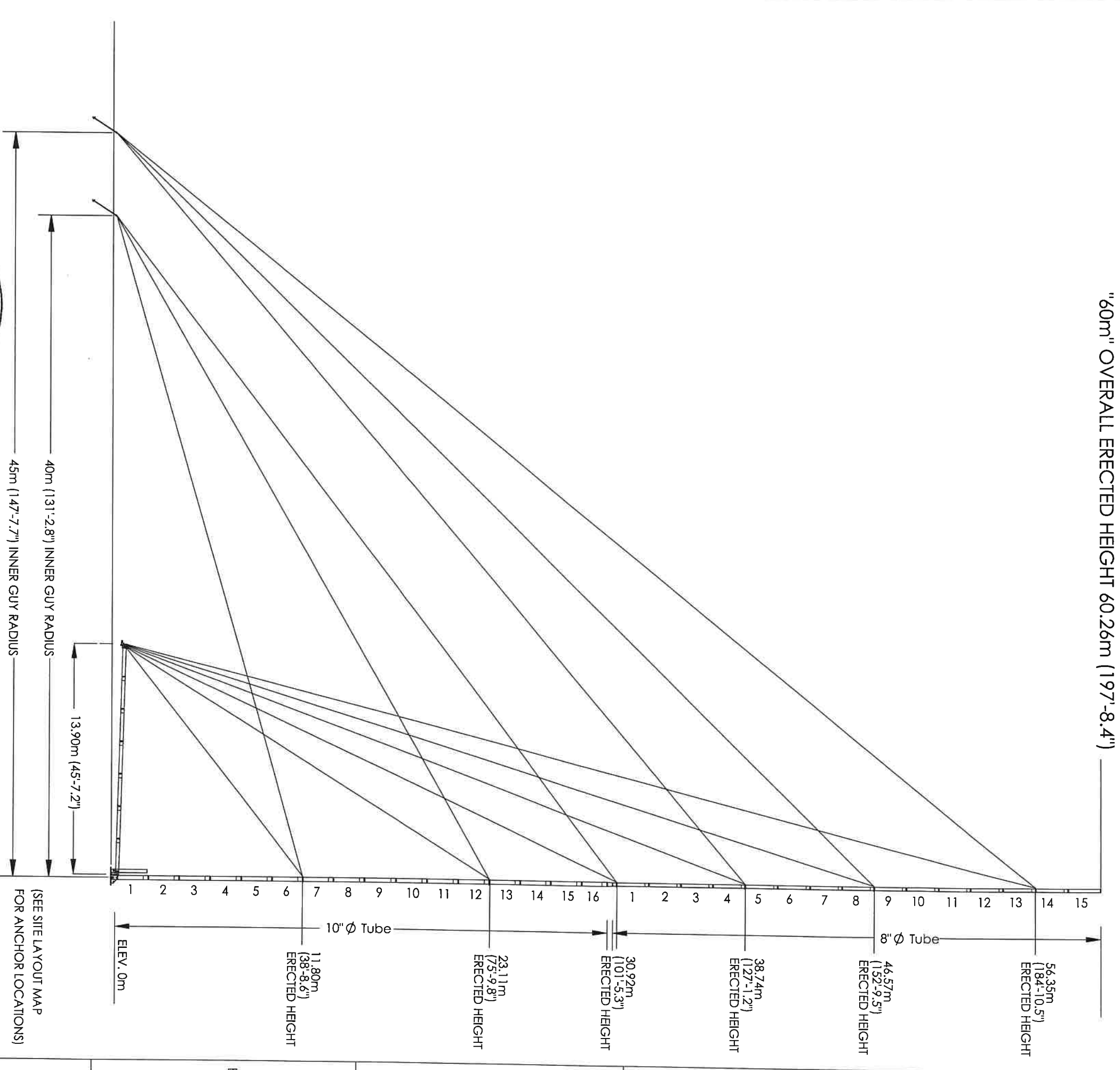
Based on supporting documents it is recommended to approve the SUP Permit for up to 36 months from day of issuance.

Attachments: Ex. 1. Tower Design
Ex. 2. Tower Specifications
Ex. 3. 41 Wind LLC Site Location
Ex. 4. MET Tower SUP

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF NRG SYSTEMS. ANY REPRODUCTION IN PART OR WHOLE WITHOUT THE WRITTEN PERMISSION OF NRG SYSTEMS IS PROHIBITED.

REVISIONS			REV.	DESCRIPTION	DATE	REVISED BY
			A	Initial Release	11/09/18	SK/SHC

Outer Diameter	Wall Thickness	Description	Yield Strength	Breaking Strength	Modulus of Elasticity	Corrosion Protection
1 10 Inch 254 mm	.099 Inch 2.51 mm	Steel C1020 per ASTM A568/A568M-09a	45.0 ksi 310 MPa	N/A	29000 ksi 200 GPa	G-90 Pre-Galvanized per ASTM A-653 and
2 8 Inch 203 mm	.095 Inch 2.41 mm	Steel C1020 per ASTM A568/A568M-09a	45.0 ksi 310 MPa		29000 ksi 200 GPa	ASTM-A924 or ASTM-A123
3 10-8 Inch Taper 254-203 mm	.109 Inch 2.8 mm	Steel C1015 per ASTM A568/A568M-09a	45.0 ksi 310 MPa		29000 ksi 200 GPa	Galvanized per ASTM A123
4 0.25 Inch 6.35 mm	N/A	7X19 Wire Rope Per Federal Specification RR-W-410F	N/A	7000 Lbf 31.14 kN	13000 ksi 89.6 GPa	Galvanized per ASTM A123



REGISTERED PROFESSIONAL ENGINEER
JOSEPH S. PUHALA
NORTH DAKOTA
DATE 10-25-2018

DO NOT SCALE DRAWING
INTERPRET DWG 3RD ANGLE PROJECTION

ADDITIONAL FAL DOCUMENTATION AVAILABLE
UNLESS OTHERWISE SPECIFIED BREAK ALL EDGES 3.0 INCHES MAX.

CAD GENERATED DRAWING.
DO NOT MANUALLY UPDATE

SEE TABLE

DRAWN BY CM 11/2018
ORIGINAL CHECKED BY SK 11/2018
CHECKED BY SHC 11/2018
SCALE

12448_60m XHD NRG TALL TOWER WITH 2 ANCHORS

1 OF 2

NRG SYSTEMS

12448

A

		Reactions and Member Forces																		
		No Ice		6.35mm (0.25 in) Ice				12.7mm (0.5 in) Ice				19mm (0.75 in) Ice				25.4mm (1.0 in) Ice				
		Imperial	SI	Imperial	SI	Imperial	SI	Imperial	SI	Imperial	SI	Imperial	SI							
10 m (33 feet) Wind Velocity (3-second gust) (Note 4)	157	mph	70.2	m/s	91	mph	40.7	m/s	77	mph	34.4	m/s	61	mph	27.3	m/s	38	mph	17.0	m/s
Top of Tower Wind Velocity (3-second gust)	206	mph	91.9	m/s	119	mph	53.3	m/s	101	mph	45.1	m/s	80	mph	35.7	m/s	50	mph	22.3	m/s
Top of Tower Ice Thickness (Note 3)	0.0	in	0.0	mm	0.3	in	7.6	mm	0.6	in	15.2	mm	0.9	in	22.9	mm	1.2	in	30.5	mm
Inner Guy Anchor Force	4.80	kN	21.4	kN	4.29	kN	19.1	kN	4.12	kN	18.3	kN	3.6	kN	16.2	kN	3.35	kN	14.9	kN
Angle from Horizontal	30	degrees			30	degrees			30	degrees			30	degrees			30	degrees		
Outer Guy Anchor Force (Note 5)	7.46	kN	33.2	kN	7.49	kN	33.3	kN	7.34	kN	32.7	kN	5.8	kN	25.7	kN	3.94	kN	17.5	kN
Angle from Horizontal	46	degrees			46	degrees			46	degrees			46	degrees			46	degrees		
Tower Base Down Thrust	20.0	kN	89.1	kN	22.2	kN	98.9	kN	24.9	kN	110.6	kN	24.8	kN	110.4	kN	24.9	kN	110.8	kN
Tower Base Shear	0.13	kN	0.6	kN	0.080	kN	0.4	kN	0.090	kN	0.1	kN	0.050	kN	0.2	kN	0.030	kN	0.1	kN
Tower Base Torque (due to stored lifting guys)	0.0	kN-m	0.00	kN-m	0.0	kN-m	0.0	kN-m	0.0	kN-m	0.00	kN-m	0.0	kN-m	0.0	kN-m	0.0	kN-m	0.00	kN-m
Winch Anchor Load (Note 10) (during erection)	7.2	kN	32.0	kN																
Angle from Horizontal	44	degrees	44	degrees																
Tower Base Shear (Note 10) (during erection)	5.2	kN	23.1	kN																
Initial Guy Tension	0.182	kN	0.81	kN																
6.4mm (0.25 in) Diameter Maximum Guy Tension	3.19	kN	14.2	kN	3.31	kN	14.7	kN	3.43	kN	15.2	kN	2.81	kN	12.5	kN	1.79	kN	8.0	kN
6.4mm (0.25 in) Diameter Maximum Tower Deflection (Note 5)	45.1	in	1145	mm	45.3	in	1151.6	mm	45.1	in	1145.8	mm	31.6	in	803.4	mm	4.2	in	106	mm
Maximum Combined Stress Ratio (CSR) in 203mm (8 in) Diameter Tube (Note 5)	0.388		Element No.: 51		0.390		Element No.: 51		0.409		Element No.: 51		0.443		Element No.: 38		0.241		Element No.: 51	
Moment	53	kN-m	5.9	kN-m	51	kN-m	6	kN-m	51	kN-m	6	kN-m	64	kN-m	7	kN-m	12	kN-m	1.4	kN-m
Axial Load	15.8	kN	70	kN	17.5	kN	78.0	kN	19.5	kN	86.9	kN	19.0	kN	84.5	kN	18.2	kN	81	kN
Maximum Combined Stress Ratio (CSR) in Transition 254mm (10 in) - 203mm (8 in) Diameter Tube (Note 5)	0.322		Element No.: 52		0.325		Element No.: 52		0.343		Element No.: 52		0.291		Element No.: 39		0.201		Element No.: 52	
Moment	45	kN-m	5.1	kN-m	42	kN-m	5	kN-m	42	kN-m	5	kN-m	30	kN-m	3	kN-m	9	kN-m	1.0	kN-m
Axial Load	15.8	kN	70	kN	17.5	kN	78.0	kN	19.6	kN	87.0	kN	19.0	kN	84.6	kN	18.2	kN	81	kN
Maximum Combined Stress Ratio (CSR) in 254mm (10 in) Diameter Tube (Note 5)	0.400		Element No.: 93		0.386		Element No.: 93		0.403		Element No.: 93		0.352		Element No.: 60		0.280		Element No.: 102	
Moment	78	kN-m	8.8	kN-m	65	kN-m	7	kN-m	66	kN-m	7	kN-m	56	kN-m	6	kN-m	22	kN-m	2.5	kN-m
Axial Load	20.0	kN	89	kN	22.2	kN	98.8	kN	24.9	kN	110.5	kN	24.8	kN	110.4	kN	24.9	kN	110.8	kN

Notes:

1. Wind forces and member loads are calculated using ANSI/TIA-ELA-222-H (2018) "Structural Standards for Antenna Supporting Structures and Antennas".
2. Wind speeds are defined as the 3-second gust at 10 m (33 ft) above ground level per ANSI/TIA-222-H. The wind speeds shown in the above table are for strength based for Risk Category 1 structures with 300-Year Mean Recurrence Interval.
3. ANSI/TIA-222-H wind and ice load parameters are included in the following table. Wind directionality probability factor (K_d) is determined from Table 2-2 of ANSI/TIA-222-H. Importance factor of 0.87 is internally used in PLUS POLE per ANSI/TIA-222-G-1 for both with and without ice load cases. Velocity pressure coefficients (K_z) are determined per Table 2-4 of ANSI/TIA-222-H. Topographic factor (K_{zt}) is determined per simplified procedure described in Section 2.6.6.2.1 of ANSI/TIA-222-H assuming topographic category 1. The gust effect factor (G_{fz}) is assumed to be 1.10 per section 2.6.9.3 of ANSI/TIA-222-H. For wind with ice load cases, the ice thickness with height is increased by applying the escalation factor (K_{iz}) per section 2.6.10 of ANSI/TIA-222-H. The design ice thickness shown in the above table are strength based with 500-year recurrence interval.

					Velocity Pressure Coefficient (k_z)						
Load Case	Classification of Structure	Wind Direction Probability Factor (K_d)	Importance Factor (I)	Exposure Category	Z_s	α	K_{amb}	Topographic Category	Topographic Factor (K_{zt})	Gust Effect Factor (G_{fe})	Design Ice Thickness
								1	1	1.10	N/A
Wind without ice	I	0.95	0.87	C				1	1	1.10	
Wind with ice	I	0.95	1.00	C	274 m (900 ft)	9.5	0.85	1	1	1.10	Ice escalation is considered with height per ANSI/TIA-222-H 2.6.10. The design ice thickness used in the equation is for 500-year recurrence interval.

4. Maximum wind load reduced for wind without ice load case to maintain anchor loads below 33.4 kN (7.5 kip). Maintaining maximum anchor loads below 33.4 kN (7.5 kip) ensures a safety factor of 2.0 provided anchors are pull tested to 66.7 kN (15 kip).
5. Member forces and reactions are calculated using PLS-POLE by Powerline Systems (Version 15.01), a three-dimensional elastic beam-column finite element analysis (FEA) program that accounts for second-order effects. PLS-POLE uses ANSI/TIA-222-G-1 code for calculating design capacities and CSR. After comparing the ANSI/TIA-222-G-1 and ANSI/TIA-222-H codes, no significant difference in capacity equations were observed and hence PLS-POLE was used without modifications to the factors. The effective yield stress is computed using PLS-POLE, which uses Section 4.5.4.1 (for axial compression) and 4.7.2 (for bending) of ANSI/TIA-222-G-1. The Combined Stress Ratio (CSR) in PLS-POLE is determined per Equation 4.8.2 of ANSI/TIA-222-G-1. The maximum CSR and Section No. in which it occurs is listed for 203mm (8 in) diameter tube, the transition, and 254mm (10 in) diameter tube. The corresponding moment and axial load for the maximum CSR is listed for each section. The reaction, member force, or CSR limiting the wind and wind with ice input load is emphasized using large boldface font for each load condition.
6. This tower design meets the requirements of ANSI/TIA-222-H for the given loading conditions, with exceptions. Contact NRG Systems, Inc. or Stantec Consulting for more information.
7. The baseplate ground surface area is 10.2 ft². The baseplate cross-sectional area is sized to ensure the factored resistance of Clay soil (as defined in Annex F of ANSI/TIA-222-H) is greater than the reactions from the factored load combinations listed in Section 2.3.2 of ANSI/TIA-222-H. The presumptive soil parameters per foundation to ensure adequate bearing strength. In this case, foundation design must be considered separately and is not a part of this analysis. Foundation details must be approved for the specific application and site by a qualified professional.
8. A locally qualified professional must determine the applicability of this analysis for the expected site conditions. Due to the lack of involvement in the siting or construction phase of this product at a specific location, liability is strictly limited to issues arising from negligence or willful misconduct by NRG or the professional engineer completing this analysis. No warranty, expressed or implied, is made concerning the suitability of this product for a given application or location.
9. Given dimensions are nominal. Actual dimensions may vary.
10. Erection forces are at zero wind speed on a flat terrain site and do not include tower apertures such as booms and obstruction marking lighting. The Winch Anchor Load is the summation of the three (3) winch anchor loads. Therefore, the Winch Anchor Load is spread between the three (3) anchors such that the maximum load per anchor is 10.7 kN (2400 lbs) during erection of a bare tower on flat terrain site.
11. Reactions and member forces apply to 60m XHD Talltower equipped with 7X19 galvanized steel wire rope per Federal Specification RR-W-410F.
12. The calculations are based on initial equal guy wire tensions of 2.6% of Ultimate Breaking Strength and any unbalanced guy wire tensions after final erection might effect the integrity of structure. Engineer of Record (EOR) should be notified of any discrepancies for structural evaluation.
13. Modeling did not include the weights of tube lap splices and miscellaneous hardware such as guy plates, galvanizing etc. It is assumed that the variations of weight from these items are accounted for in 1.2 dead load factor part of the ANSI/TIA-222-H Section 2.3.2.

Unit notation

mm = Millimeters
m = Meters
ft = feet
m/s = Meters per second
MPa = 1,000,000 Pascals
kip = 1,000 US Pound Force
lbf = Pound Force
kN = 1,000 Newtons
ksi = 1,000 US pounds per square inch
mph = Miles per hour
ϕ = Diameter



ADDITIONAL FAI DOCUMENTATION AVAILABLE 

UNLESS OTHERWISE SPECIFIED BREAK ALL EDGES .010 INCHES MAX.

DO NOT SCALE DRAWING

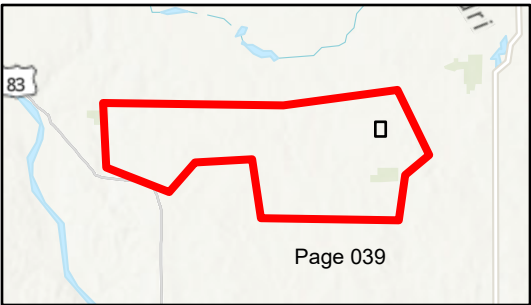
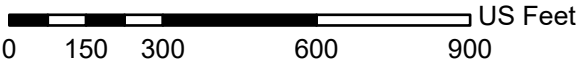
INTERPRET DWG 3RD ANGLE PROJECTION 

CAD GENERATED DRAWING DO NOT MANUALLY UPDATE	12
MATERIAL	SEE TABLE
FINISH	DRAWN BY: C ORIGINALLY CHECKED BY: S CHECKED BY: S SCALE: 1/8" = 1'-0"
UNLESS OTHERWISE SPECIFIED	SCALE

4448_60m XHD NRG TALL TOWER WITH 2 ANCHORS		NRG SYSTEMS	
DATE	11/20/18	SHEET	PART #
REV BY	11/20/18	SIZE	
REV	11/20/18	B	
12448		12448	



RASMUSSEN, RICHARD & MURIEL
PID: 07-143-77-00-05-200



BURLEIGH COUNTY

STATE OF NORTH DAKOTA

Building and Planning Department
221 N. 6th St.
Bismarck, North Dakota 58506
Phone: 701-221-3727

PERMIT NO. 25- 004

BURLEIGH COUNTY SPECIAL USE PERMIT to allow the temporary installation and placement of a MET Tower in: Burleigh County, North Dakota.

The Burleigh County Board of Commissioners has granted a Special Use Permit to allow the placement of a temporary Meteorological NRG Tower in Section 6 Canfield Township, Range 77 Burleigh County, North Dakota

This Special Use Permit is subject to the following conditions:

Placement of a Temporary Meteorological Tower at the above-described property for up to 36 months.

Approved by the Burleigh County Board of County Commissioners on: _____, 2025

Attest:

Mark Splonskowski, Burleigh County Auditor

ITEM

8



BURLEIGH COUNTY HIGHWAY DEPARTMENT

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

Request for County Board Action

DATE: November 3, 2025

TO: Mark Splonskowski
County Auditor

FROM: Marcus J. Hall
County Engineer

RE: Award of Bids

Please include the following item in the next Burleigh County Board packet.

ACTION REQUESTED:

Authorize the proper County officials to accept the low bid for 2 (two) new Motor Graders.

BACKGROUND:

On October 6, 2025, the County Board authorized the County Auditor and the County Engineer to advertise for bids for 3 (three) new Motor Graders under a 5 year - total cost bid with a guaranteed repurchase price at the end of this period. Bids were opened on October 28, 2025 and the following bids were received:

	At Bid Opening		
	<u>Total Sum bid</u>	<u>Less Buy Back</u>	<u>Total Bid Cost</u>
RDO Equipment	\$435,500.00	\$169,900.00	\$265,600.00
Butler Machinery	\$451,900.00	\$180,000.00	\$271,900.00

Budget Amount \$1,530,000.

New units will be a John Deere 772GP.

RECOMMENDATION:

It is recommended the Board adopt the attached proposed resolution.

PROPOSED RESOLUTION:

THEREFORE, BE IT RESOLVED: That the County Board hereby accepts the following low bid from RDO Equipment for 3 (three) Motor Graders of \$1,306,500.00 under a 5 year - total cost bid with a guaranteed repurchase price at the end of this period, and authorize the proper County officials to enter into a contract with said bidder.



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: November 3, 2025

TO: Mark Splonskowski
County Auditor

FROM: Marcus J. Hall
County Engineer

RE: 2nd Approach Permits

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

ACTION REQUESTED:

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

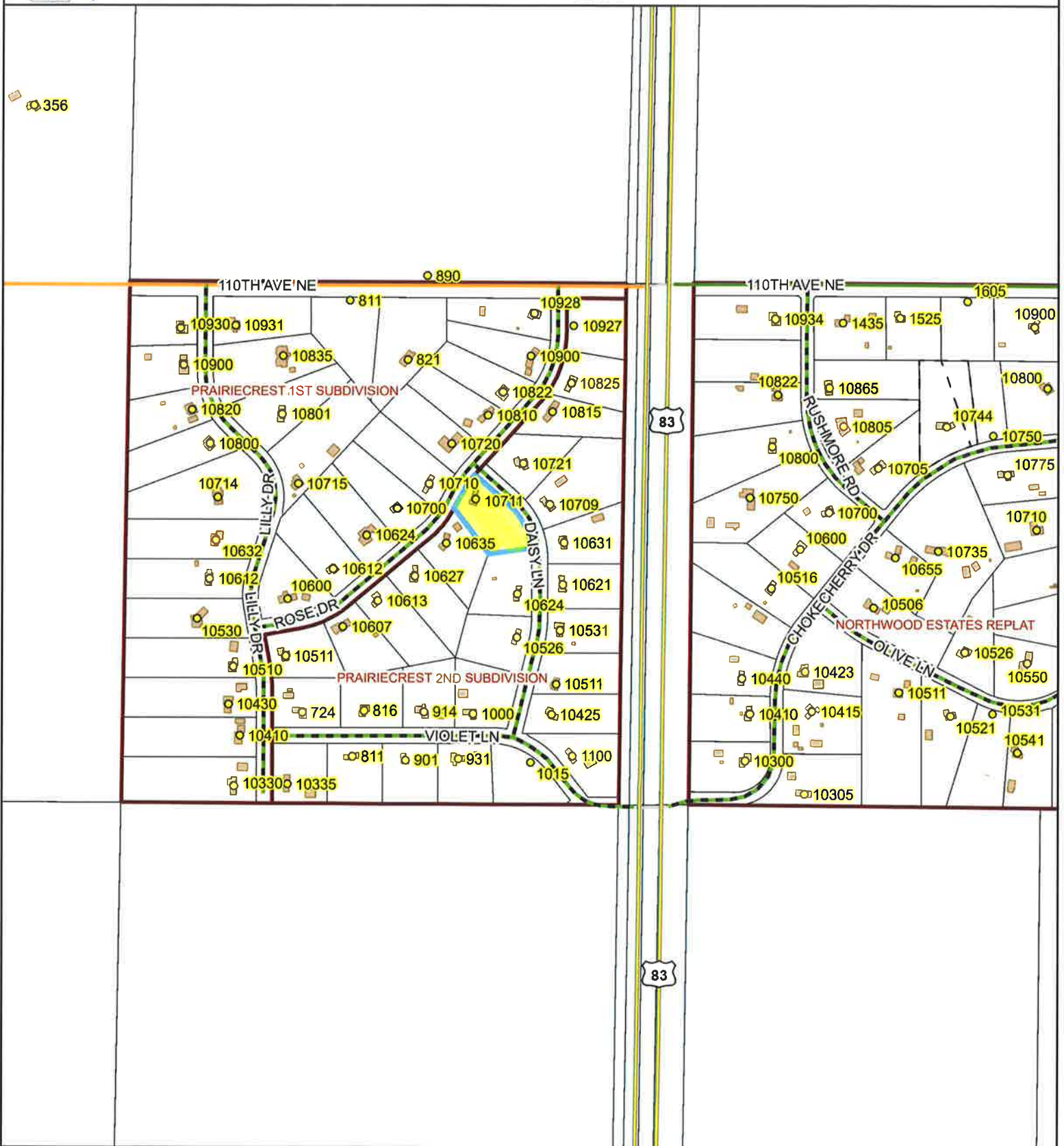
BACKGROUND:

Robert McCay has requested a second approach permit to a property described as Block 02, Lot 06, of Prairiecrest Second Subdivision (10711 Rose Drive). Both the first and second approaches will enter the property from Rose Drive. The second approach was rejected because it is too close to the first approach (less than 80 feet).

Robert McCay has requested an appeal of the Highway Department's denial to the County Board.

RECOMMENDATION:

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



PARCEL ID: 24-140-80-73-02-060

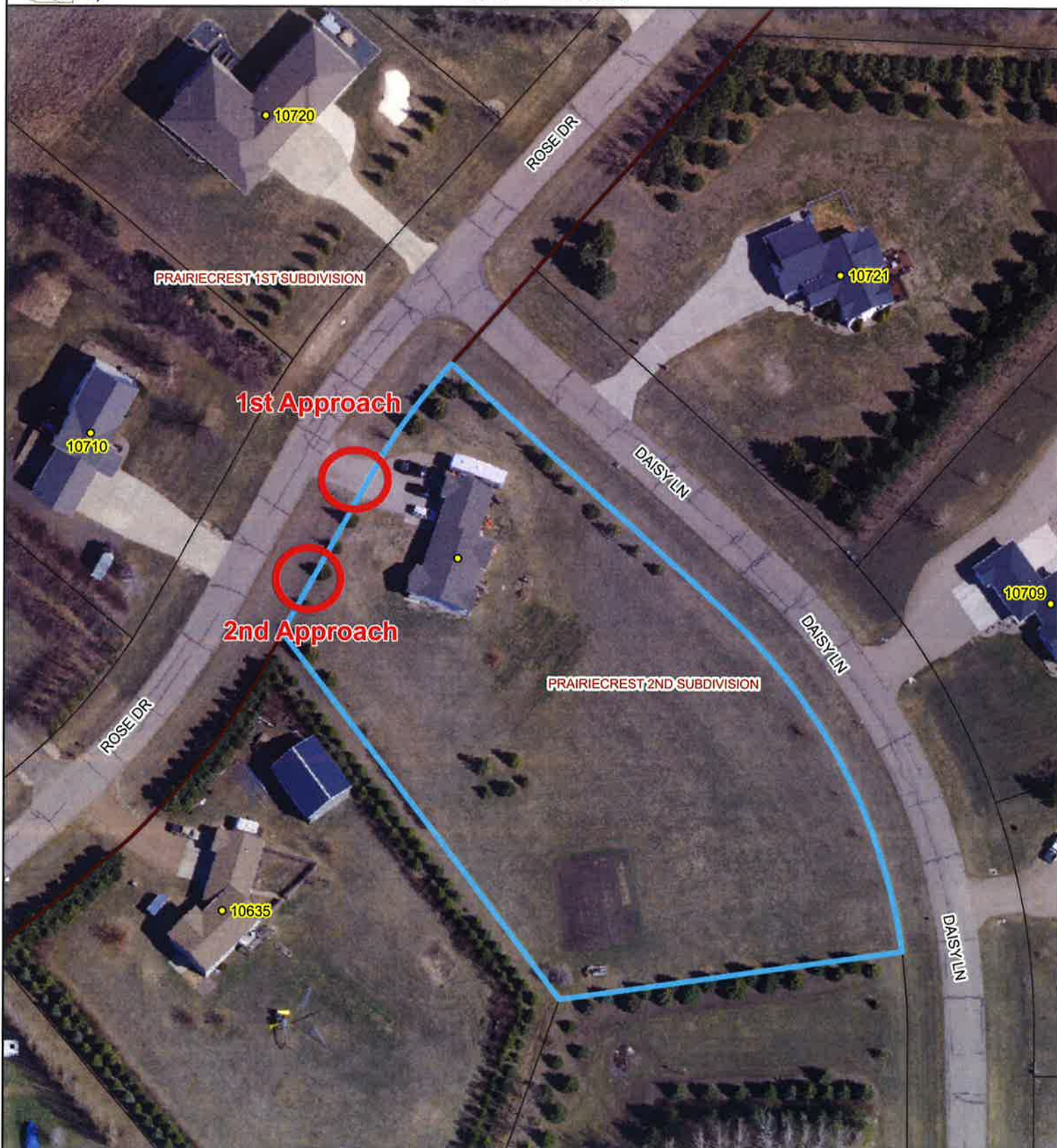
OWNER: MCCAY, ROBERT B & BEVERLY M

ACRES: 1.958

SITE ADDRESS: 10711 ROSE DR

MAIL ADDRESS: 10711 ROSE DR, BISMARCK, ND 58503-9716

LEGAL: PRAIRIECREST 2ND Block 02 LOT 6 626995 631351



PARCEL ID: 24-140-80-73-02-060

OWNER: MCCAY, ROBERT B & BEVERLY M

ACRES: 1.958

SITE ADDRESS: 10711 ROSE DR

MAIL ADDRESS: 10711 ROSE DR, BISMARCK, ND 58503-9716

LEGAL: PRAIRIECREST 2ND Block 02 LOT 6 626995 631351

ITEM

9



BURLEIGH COUNTY SHERIFF'S DEPARTMENT

KELLY LEBEN
SHERIFF

Request for County Commission Action

Date: October 27, 2025

To: Mark Splonskowski
Burleigh County Auditor

From: Kelly Leben
Burleigh County Sheriff

Re: Salary Adjustment for Jail Nurse-Supervisor

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

Action Requested:

Approve a Step adjustment for current Jail Nurse-Supervisor position.

Background:

BMDC is in the process of hiring a Jail Nurse-RN position. During the current and previous nurse hiring processes, current slotted positions have been a point of discussion and hinder recruiting.

Recommendation:

It is recommended that the County Commission approve a variance to the current salary for the Jail Nurse-Supervisor position from a Grade 12 Step 8 to a Grade 12 Step 10 effective immediately.

Proposed Resolution:

THEREFORE BE IT RESOLVED: That the proper County officials are hereby authorized to authorize the variance to the current salary for the Jail Nurse-Supervisor position.

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

Page 948



BURLEIGH COUNTY SHERIFF'S DEPARTMENT

KELLY LEBEN
SHERIFF

Request for County Commission Action

Date: October 27, 2025

To: Mark Splonskowski
Burleigh County Auditor

From: Kelly Leben 
Burleigh County Sheriff

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

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

Action Requested:

Approve a variance to the starting salary for Jail Nurse-RN Position.

Background:

BMDC is in the process of hiring a Jail Nurse-RN position. The top applicant has over 24 years of experience in various aspects of nursing. The negotiated step is outside of the allowable steps by Burleigh County policy without County Commission approval. Market analysis shows negotiated salary is comparable with local job market.

Recommendation:

It is recommended that the County Commission approve the variance to the starting salary for the Jail Nurse-RN position at a Grade 9 Step 13.

Proposed Resolution:

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

COURTHOUSE

514 E. Thayer • PO Box 1416

Bismarck, ND 58502-1416

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**BURLEIGH MORTON
DETENTION CENTER**

4000 Apple Creek Road • PO Box 2499

Bismarck, ND 58502-2499

P 701-255-3113 • F 701-258-5319

Kelly Leben

From: Renae Moch <rmoch@bismarcknd.gov>
Sent: Friday, October 24, 2025 4:01 PM
To: Kelly Leben
Subject: Pay Ranges

Good afternoon:

Thanks for the call today. Here is some information regarding nursing salaries. Our nurses are a grade 19.

Pay Range for Grade 19:

Minimum/hour	Midpoint/hour	Maximum/hour
\$33.50	\$41.87	\$50.25

Current Staff hourly rate varies based on how they they've worked with us which ranges from lowest of 4 years to longest more than 25 years:

HOURLY RATE
\$39.50
\$37.50
\$48.78
\$48.78
\$36.71
\$39.27
\$40.00
\$43.60
\$38.95

Renae Moch, MBA, FACMPE
Public Health Director

City of Bismarck
Bismarck-Burleigh Public Health
407 S 26th St.
Bismarck, ND 58504-6087

Office Main Line: 701-355-1540
Office Direct Line: 701-355-1541
Mobile Phone: 701-214-3612
Office Fax: 701-221-6883
Website: www.bismarcknd.gov/publichealth

Kelly Leben

From: Elliot Carvell
Sent: Wednesday, October 22, 2025 11:31 AM
To: Binder, Pamela J.; Lisa Wicks; Trent Wangen; Betty Schwartz; Lt. Jeff Olson
Cc: Kelly Leben
Subject: Nurse Wages
Attachments: NurseWages.xlsx

Morning,

Last week, before I knew we were having a meeting on nurse wages, I did some research on wages and created a spreadsheet. I have included this Excel document for your information to review. It is by no means perfect but gives a idea of our wages compared to others, both private and public sectors. I am sure there is a error or two on it as well as it is quite informal.

I pulled the data on counties that employee nurses from the Association of Counties website. There is also gray area when it comes to LPN vs. RN wages on the county side as agencies did not report to the Association of Counties which grade of nurse they were referring to, from my understanding. The private sector data was pulled off of those employer's respective sites, i.e. Sanford, CHI etc.

Thanks,
Elliot

Elliot Carvell, Sergeant
Burleigh County Sheriff
701-222-6651

Jail Nurse Salaries by County in ND

County		Pay	Hours	Status	Years empl	Population	Agency Size
Burleigh	Jail/Correci Admin Support	59,904	40	Full Time	1.19	100,012	296
Burleigh	Jail/Correci Admin Support	65,166	40	Full Time	3.05	100,012	296
Burleigh	Jail/Correci Admin Support	71,302	40	Full Time	3.75	100,012	296
Burleigh	Jail/Correci Admin Support	91,541	40	Full Time	4.09	100,012	296
Cass	Nurse Nurse	73,664	40	Full Time	0	196,362	442
Dickey	Public Heal Nurse	59,940	36	Full Time	11.09	4,900	45
LaMoure	Public Heal Nurse	43,593	24	Full Time	5.75	4,096	54
LaMoure	Public Heal Nurse	45,814	24	Full Time	5.75	4,096	54
Mercer	Jail/Correci Admin Support	71,448	40	Full Time	3.16	8,309	86
Mountrail	Jail/Correci Admin Support	72,324	40	Full Time	2.59	9,383	129
Pembina	Public Heal Nurse	67,452	40	Full Time	3.15	6,661	74
Pierce	Jail/Correci Admin Support	75,878	40	Full Time	6.18	3,902	59
Ransom	Public Heal Nurse	70,658	40	Full Time	4.92	5,603	52
Ransom	Public Heal Nurse	77,616	40	Full Time	9.67	5,603	52
Ransom	Public Heal Nurse	81,972	40	Full Time	12.72	5,603	52
Ransom	Public Heal Nurse	97,668	40	Full Time	15.25	5,603	52
Richland	Public Heal Nurse	69,118	40	Full Time	0.77	16,558	97
Richland	Public Heal Nurse	56,035	36	Full Time	0.83	16,558	97
Richland	Public Heal Nurse	70,595	40	Full Time	1.59	16,558	97
Richland	Public Heal Nurse	79,331	40	Full Time	1.61	16,558	97
Sargent	Public Heal Nurse	47,875	35	Full Time	3.57	3,776	76
Sargent	Public Heal Nurse	52,534	35	Full Time	3.78	3,776	76
Sargent	Public Heal Nurse	56,617	35	Full Time	7.92	3,776	76
Steele	Public Heal Nurse	63,960	32	Full Time	1.21	1,782	34
Williams	Jail/Correci Admin Support	87,173	40	Full Time	7.37	39,113	268

Private Companies Employing RN's

Burleigh	RN	\$30.5 - 33.8	
Sanford	New Grad	\$32-48	\$20K sign on bonus, 36 hr work week, 12 hr shifts
Sanford	Good Sam	\$32.5 - 48	\$25K possible sign on bonus
Sanford	Nureology Weekends	\$38-54	
Sanford	LPNs on nights	\$26-36	

Sanford	Traveling Nurse	\$40	
Sanford	LPN clinics	\$20.5 - \$29.5	\$10k sign on bonus
CHI	Clinic Nurse	\$26 - 36	
CHI	RN Surgical Nurse	\$34 - 49	
CHI	RN OR	\$34 - 49	
CHI	Critical Care	\$34- 49	
CHI	Clinic Nurse (8-5)	\$26 - 36	
CHI	RN E.R.	\$34 - 49	
CHI	RN Medical	\$34 - 49	
Essentia Health	RN Clinic (Evening hours)	\$33.5 - \$50.3	
Essentia Fargo	RN Clinic (New Grad)	\$36.6 - 55	
Minot Trinity	RN Surgery	\$32 - 49.6	
Minot Trinity	RN Cath Lab		
Dickinson CHI	LPN New Grad	\$23 - 32.5	
Dickinson CHI	RN OR	\$34 - 50	
Dickinson CHI	RN ICU	\$34 - 50	
Dickinson CHI	RN Peds Clinic	\$29.5 - 43.8	
Jamestown	RN Clinic	\$25.5 - 38.5	
Jamestown	LPN Clinic	\$21 - 29.5	

***Part time county nurse positions were excluded**

Counties Paying > Burleigh's lowest paid

Counties Paying < Burleigh's lowest paid

BURLEIGH - MORTON COUNTY COMMISSION

DETENTION REPORT October 2025

1. September Housing Report:

- a. Average Daily Population (ADP) 351
- b. Total Bookings: 691 or 23 per day average.

2. Breakdown of Inmate Days:

a. Bismarck inmate days:

488 nights	16 per night	\$36,488 billed
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b. Mandan inmate days:

45 nights	2 per night	\$3,263 billed
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c. U.S. Marshall/Bureau of Prisons:

1,667 nights	56 per night	\$191,705 billed
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Others (Counties/Cities):

2,724 nights	91 per night	\$275,040 billed
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d. Burleigh/ Morton Average per night:

6,231 nights	208 per night
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3. Total billed : \$506,495 Year: \$3,573,533

4. Burleigh County alternatives to jail program (24/7Program): 260 Participants

- 46 on the drug patch.
- 111 on the ankle bracelet.
- 56 on twice a day breath tests.
- 37 people testing in other counties.
- 10 Remote Breath Testing

ITEM

10

October 10, 2025

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

Subject: Kimball Bottoms Bank Stabilization, Bismarck, North Dakota

Thank you for requesting this proposal for the Kimball Bottoms Bank Stabilization project located in Burleigh County, North Dakota. We prepared this proposal based on our knowledge and findings of the previously completed Kimball Bottoms Feasibility Study and included the following tasks and associated approximate fee.

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 – Preliminary Design Plans

\$16,000.00

- Includes the creation of bank stabilization preliminary design plans (30%) for permitting and grant applications.
- *Deliverable is preliminary design plans for use in regulatory applications.*

Task #3 – Regulatory Permitting

\$25,000.00

- Includes the initial submission of permits or notice of intents with Burleigh County, NDDWR, NDDEQ, FEMA, and USACE based on the feasibility study recommendations. This initial task does not include any hydrologic or hydraulic analyses, flood map changes, wetland analysis or mitigation, or any other item not specifically listed. Task 4 is to address these items as requested by the permitting agency.
- *Deliverable is the initial applications submitted to each defined agency for consideration.*

Task #4 – Additional Permitting Services

Time & Materials

- The fees associated with **Task 3** above is for the initial submittal only. Any further discussions, clarifications, additional work, and subsequent resubmittals with the permitting agency will be completed on a time and materials basis only.

Task #5 – Grant Writing

\$7,300.00

- Includes the initial submission of grant requests to the Garrison Diversion Conservancy District, the North Dakota Department of Water Resources, and the North Dakota Outdoor Heritage Fund. Will discuss grants or funding opportunities with the North Dakota Game & Fish and the United States Army Corps of Engineers.
- *Deliverable is the initial applications submitted to each defined funding agency for consideration.*

Total Budgeted costs for Tasks 1 through Task 5: \$48,300.00 + T&M(Task4)

Project Schedule:

The total estimated fee for the preliminary engineering is \$48,300 plus Task 4 time and materials, unless additional tasks are directly requested by the client. The fee is based on utilizing alternatives in the previously completed feasibility study. If changes are requested by the BCPB during this process, they will be considered additional services and completed on a time and materials basis.

This scope of work is not all-inclusive, and it does not include final design drawings, geotechnical analysis, plating, or any other item not 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 & 2026 Fee Schedules are hereby incorporated by reference.

This proposal is valid until October 21, 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.

Nicolas Cullen, P.E, CFM
Civil Engineer, Principal
ncullen@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	\$109	Technician Assistant	\$113	Project Assistant 1	\$92
Engineering Assistant 2	130	Technician 1	130	Project Assistant 2	106
Engineer 1	156	Technician 2	138	Project Assistant 3	113
Engineer 2	164	Technician 3	147	Project Assistant 4	118
Engineer 3	173	Technician 4	156	Project Assistant 5	125
Engineer 4	181	Technician 5	164	Project Assistant 6	132
Engineer 5	192	Technician 6	173	Planner 1	\$181
Engineer 6	206	Technician 7	181	Planner 2	198
Engineer 7	216	Technician 8	191	Planner 3	214
Engineer 8	227	Technician 9	200	Planner 4	249
Engineer 9	238	Technician 10	210	Planner 5	262
Engineer 10	249	Technician 11	218	Land Surveyor 1	\$164
Engineer 11	261	GIS Assistant	\$81	Land Surveyor 2	188
Engineer 12	271	GIS Analyst 1	123	Land Surveyor 3	208
Engineer 13	284	GIS Analyst 2	135	Land Surveyor 4	223
Scientist Assistant	\$114	GIS Analyst 3	147	Land Surveyor 5	249
Scientist 1	152	GIS Analyst 4	161	Land Surveyor 6	271
Scientist 2	164	GIS Analyst 5	173	CAD Technician 1	\$113
Scientist 3	181	GIS Analyst 6	186	CAD Technician 2	121
Scientist 4	193	Project Manager 1 – Technology	188	CAD Technician 3	130
Scientist 5	207	Project Manager 2 – Technology	208	CAD Technician 4	138
Scientist 6	242	Project Manager 3 – Technology	242	CAD Technician 5	147
Scientist 7	271	Software Engineer 1	\$142	CAD Technician 6	156
Hydrogeologist 1	\$164	Software Engineer 2	160	Drone Pilot	\$174
Hydrogeologist 2	182	Software Engineer 3	172	Drone Visual Observer	70
Hydrogeologist 3	207	Software Engineer 4	185	Landscape Architect 1	\$150
Hydrogeologist 4	257	Software Engineer 5	198	Landscape Architect 2	162
Hydrogeologist 5	271	Software Engineer 6	210	Landscape Architect 3	174
Senior Consultant 1	\$231	Software Engineer 7	224	Landscape Architect 4	187
Senior Consultant 2	287	Software Engineer 8	243	Landscape Architect 5	199
Senior Consultant 3	300	Computer Technician	\$199		
Senior Consultant 4	310				
Senior Consultant 5	322				

SURVEY CREWS & REIMBURSABLE EXPENSES

Category	2025 Rates	Category	2025 Rates
Survey Crews:		ATV/Snowmobile/ Boat	\$15/hour
1-Person Crew (plus equipment)	\$200/hour	ATV w/Tracks	\$30/hour
2-Person Crew (plus equipment)	\$243/hour	Hydrone RCV	\$50/hour
3-Person Crew (plus equipment)	\$301/hour	Small UAS (Drone)	\$25/hour
4-Person Crew (plus equipment)	\$337/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		

2026 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	2026 Rates	Category	2026 Rates	Category	2026 Rates
Engineering Assistant 1	\$112	Scientist Assistant	\$116	GIS Assistant	\$82
Engineering Assistant 2	133	Scientist 1	156	GIS Analyst 1	125
Engineer 1	152	Scientist 2	169	GIS Analyst 2	139
Engineer 2	164	Scientist 3	186	GIS Analyst 3	151
Engineer 3	175	Scientist 4	201	GIS Analyst 4	166
Engineer 4	186	Scientist 5	213	GIS Analyst 5	177
Engineer 5	197	Scientist 6	249	GIS Analyst 6	190
Engineer 6	210	Scientist 7	281	Project Manager 1 – Technology	193
Engineer 7	223	Hydrogeologist 1	\$169	Project Manager 2 – Technology	214
Engineer 8	233	Hydrogeologist 2	187	Project Manager 3 – Technology	249
Engineer 9	246	Hydrogeologist 3	213	Software Engineer 1	\$146
Engineer 10	256	Hydrogeologist 4	264	Software Engineer 2	165
Engineer 11	268	Hydrogeologist 5	281	Software Engineer 3	176
Engineer 12	281	Land Surveyor 1	\$169	Software Engineer 4	189
Engineer 13	291	Land Surveyor 2	193	Software Engineer 5	204
Engineering Specialist 1	\$152	Land Surveyor 3	214	Software Engineer 6	216
Engineering Specialist 2	164	Land Surveyor 4	228	Software Engineer 7	229
Engineering Specialist 3	175	Land Surveyor 5	256	Software Engineer 8	249
Engineering Specialist 4	186	Land Surveyor 6	281	Computer Technician	\$205
Engineering Specialist 5	197	Technician Assistant	\$116	Landscape Architect 1	\$147
Engineering Specialist 6	210	Technician 1	133	Landscape Architect 2	158
Engineering Specialist 7	223	Technician 2	142	Landscape Architect 3	168
Engineering Specialist 8	233	Technician 3	151	Landscape Architect 4	181
Engineering Specialist 9	246	Technician 4	161	Landscape Architect 5	197
Engineering Specialist 10	256	Technician 5	169	Landscape Architect 6	215
Engineering Specialist 11	268	Technician 6	177	Landscape Architect 7	236
Engineering Specialist 12	281	Technician 7	187	Landscape Architect 8	263
Engineering Specialist 13	291	Technician 8	196	Planner 1	\$147
Senior Consultant 1	\$237	Technician 9	206	Planner 2	158
Senior Consultant 2	294	Technician 10	216	Planner 3	168
Senior Consultant 3	309	Technician 11	225	Planner 4	181
Senior Consultant 4	320	CAD Technician 1	\$118	Planner 5	197
Senior Consultant 5	332	CAD Technician 2	123	Planner 6	215
Project Assistant 1	\$95	CAD Technician 3	133	Planner 7	236
Project Assistant 2	109	CAD Technician 4	142	Planner 8	263
Project Assistant 3	116	CAD Technician 5	151		
Project Assistant 4	121	CAD Technician 6	161		
Project Assistant 5	130	Drone Pilot	\$179		
Project Assistant 6	135	Drone Visual Observer	72		

SURVEY CREWS & REIMBURSABLE EXPENSES

Category	2026 Rates	Category	2026 Rates
Survey Crews:		ATV/Snowmobile/Boat	\$15/hour
1-Person Crew (plus equipment)	\$206/hour	ATV w/Tracks	\$30/hour
2-Person Crew (plus equipment)	\$250/hour	Hydrone RCV	\$50/hour
3-Person Crew (plus equipment)	\$310/hour	Small UAS (Drone)	\$25/hour
4-Person Crew (plus equipment)	\$347/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	Special Software/Technology	\$50/hour
GPS Equipment	\$25/hour/unit		
Robotic Total Station	\$40/hour		