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

Burleigh County Commission Meeting Agenda

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

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

October 5, 2026

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 September 21, 2026, meeting minutes and bills.
5. **PUBLIC COMMENT.** *Restricted to Burleigh County residents and landowners.*

6. Consent Agenda: (Page 4)
    a. Abatements.
    b. Set minimum sales price for tax sale.
    c. Unclaimed Property – Outstanding Checks Cancellation.
    d. Check replacement.
    e. Raffle Permit

7. PUBLIC COMMENT for Garrison Diversion Conservancy membership.

8. Stephen Larson, City of Bismarck Transportation Planner: (Page 23)
    a. FARMP Adoption.

9. County Engineer Schriock: (Page 47)
    a. Mower Tractor purchase.
    b. Motor Grader.
    c. Salary Variance.

10. Sheriff Leben: (Page 51)
    a. Safety Grant.

11. County Finance Director Schmidt: (Page 97)
    a. Eide Bailly Update-Policies.
    b. Innova Homes LLC Application for abatement.

12. County Planning Director Flanagan: (Page 112)
    a. Aberle Park Zoning change.

13. Commissioner Munson: (Page 116)
    a. Kimball Bottoms update.

14. Other Business.

15. Adjourn.

The next regularly scheduled Commission meeting will be on October 19th, 2026.

Mark Splonskowski
Burleigh County Auditor

BURLEIGH COUNTY COMMISSION
MEETING MINUTES
SEPTEMBER 21, 2026

5:08 PM *Invocation by Chaplain and Pledge of Allegiance*

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

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

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

Motion by Comm. Woodcox, 2nd by Comm. Munson to approve the September 10, 2026, meeting minutes and the bills. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. ***Motion carried.*** A detailed list of funds expended is available for public inspection upon request at the Burleigh County Auditor & Treasurer's office.

Chairman Bitner opened the meeting to public comment.

- Gibbs Township Supervisor Dave Helland spoke.

Chairman Bitner closed the public comment segment.

Motion by Comm. Bakken, 2nd by Comm. Munson to approve the James Martel and Kathlene Poppke abatements and the consent agenda in its entirety. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. ***Motion carried.***

Chairman Bitner opened the public hearing on the final 2027 Budget. Finance Director Taylor Schmidt presented the proposed 2027 budget. Schmidt noted that the budget contained approximately $96.9 million in total appropriations and a $14.1 million property tax levy. General fund expenditures were approximately $45.8 million and revenues approximately $40.1 million. He said the County's portion of the property tax levy was approximately 11 percent lower than in the 2026 budget, primarily because the voter-approved one percent sales tax would be collected for a full year in 2027. The budget included an employee step increase plus a three percent cost of living adjustment along with a $2.3 million levy for the capital improvement fund. County resident Gretchen Deeg spoke on the budget. Motion by Comm. Munson, 2nd by Comm. Bakken to approve the maximum levies for the Unorganized Townships. Commissioners Bakken, Munson, Woodcox, and Chairman Bitner voted 'AYE'. Commissioner Schwab voted 'NAY'. ***Motion carried.*** Motion by Comm. Munson, 2nd by Comm. Bakken to adopt the 2027 final budget and appropriate 2026 mill levies. Commissioners Bakken, Munson, Schwab, and Woodcox voted 'AYE'. Chairman Bitner voted 'NAY'. ***Motion carried.***

County Planning Director Mitch Flanagan presented the Chad Doctor Subdivision. The request includes a four-lot subdivision totaling approximately 39.92 acres. A stormwater management plan and paving waver

have already been approved. The Planning and Zoning Commission had recommended approval by an 8-0 vote. Motion by Comm. Woodcox, 2nd by Comm. Bakken to approve the Chad Docktor Final Subdivision Plat. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. ***Motion carried.***

Director Flanagan presented the Misty Waters 4th Subdivision. The request includes a plat modification to vacate a twenty-foot drainage easement on a developed residential lot without changing its boundaries. The Planning and Zoning Commission had recommended approval by an 8-0 vote. Motion by Comm. Munson, 2nd by Comm. Woodcox to approve the Misty Waters 4th Subdivision. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. ***Motion carried.***

Director Flanagan presented the Ridge at Hawktree 3rd Subdivision. The request would adjust lot lines around the golf course to place its paths within the same two lots. The Planning and Zoning Commission had recommended approval by an 8-0 vote. Motion by Comm. Munson, 2nd by Comm. Schwab to approve the The Ridge at Hawktree 3rd Subdivision. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. ***Motion carried.***

County Auditor Splonskowski presented the list of Inspectors for the General Election for approval by the Commission and requested authorization to make any necessary changes to the inspector assignments. Motion by Comm. Bakken, 2nd by Comm. Munson to approve the list of General Election Inspectors and authorize necessary changes. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. ***Motion carried.***

No other business was had.

Meeting adjourned.

5:46 PM

DRAFT

_____
Mark Splonskowski,
County Auditor

_____
Brian Bitner,
Chairman

BURLEIGH COUNTY COMMISSION
JOINT BURLEIGH/MORTON MEETING MINUTES
SEPTEMBER 21, 2026

4:30 PM *Invocation by Chaplain and Pledge of Allegiance*

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

Roll call: Burleigh Commissioners Wayne Munson, Steve Schwab, Jerry Woodcox, Steve Bakken, and Chairman Brian Bitner were present. Morton Commissioners Jackie Buckley, Paul Tokach, and Chairman Nathan Boehm.

County Sheriff Kelly Leban presented an update on the Detention Center paint lawsuit.

4:40 PM Pursuant to N.D.C.C. § 44-04-19.1(5), the Commission entered executive session.

5:04 PM The Commission exited the executive session.

Motion by Comm. Bakken, 2nd by Comm. Munson to have Sheriff Leban move on the consensus reached in the executive session. Commissioners Munson, Schwab, Woodcox, Bakken, Buckley, Tokach, Chairman Boehm, and Chairman Bitner voted 'AYE'. ***Motion carried.***

No other business was had.

Meeting adjourned.

5:08 PM

_____
Mark Splonskowski,
County Auditor

_____
Brian Bitner,
Chairman

DRAFT

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

Abate #	Owner	Tax Year	Legal Description	Credit Type		Current T&F	Reduced T&F
26-349	Terry Link	2025	FISHER Block: 36 Lots 21-22	100%	Homestead Credit	$ 209,000	$ 9,000
26-350	Terry Link	2024	FISHER Block: 36 Lots 21-22	100%	Homestead Credit	$ 205,600	$ 5,600
26-351	Sinderella Meadows	2025	VISTA SOUTH Block 03 L9	100%	Homestead Credit	$ 778,000	$ 578,000
26-352	Wendelin Dalbol	2024	1974 Atlantic 66 x 14	100%	Homestead Credit	$ 7,096	$ -
26-353	Wendelin Dalbol	2025	1974 Atlantic 66 x 14	100%	Homestead Credit	$ 7,096	$ -

NOTICE IS HEREBY GIVEN, that the following real estate has been forfeited to the County of Burleigh, State of North Dakota, for delinquent taxes; that said County has taken tax deed to such property and will offer for sale at public auction at the Office of the County Auditor in said County on Tuesday, November 17, 2026 beginning at 10:00 am. ACCORDING to NDCC 57-28-19, some Cities have the first option to purchase property; therefore, some parcels may not be listed at sale time. EACH PARCEL of real estate will be offered separately and sold to the highest bidder thereof, but not for a sum less than the minimum sale price. The purchaser will be required to pay cash for all parcels of real estate sold plus $20.00 as and for the filing fee with the County Recorder. This sale will continue from day to day until complete. REAL PROPERTY, fixtures, and structures are without warranty or representation.

LISTED OWNER	PROPERTY ADDRESS	PARCEL ID#	2026 Market Value	Delq. Taxes + Pen. & Int	Delq. Specials + Pen. & Int.	TOTAL DELQ. AMOUNT + $50 FEE	Est. 2026 Tax	Est. 2026 Specials	EST. 2026 TOTAL	MINIMUM SALE AMOUNT
1803 PROPERTIES LLC	1803 E BROADWAY AVE	0105-012-050	1,950,300.00	$88,339.03	$0.00	$88,389.03	$23,120.81	$0.00	$23,120.81	$111,509.84
BERGQUIST, JOELL		CW-142-76-02-11-476	1,000.00	$31.87	$0.00	$81.87	$10.23	$0.00	$10.23	$92.10
BRYANS, SARAH ANN	1431 EASTWOOD ST APT N	0497-024-026	216,200.00	$7,830.55	$1,016.36	$8,896.91	$2,306.75	$138.46	$2,445.21	$11,342.12
CLEMENT, MARK & FAHLSTROM, DANYA	1032 SILVER SPUR PL	24-140-80-80-04-080	44,800.00	$1,427.40	$0.00	$1,477.40	$362.84	$0.00	$362.84	$1,840.24
CUMMINGS, DARRELL	6505 PRESTON LP	39-138-79-75-04-050	347,400.00	$5,355.92	$0.00	$5,405.92	$2,250.98	$0.00	$2,250.98	$7,656.90
DRAGSWOLF, KENNETH M	4401 BOULDER RIDGE RD	1510-002-010	541,400.00	$20,582.08	$2,569.82	$23,201.90	$5,776.47	$678.37	$6,454.84	$29,656.74
FILZ, ROBERT	413 E AVE B	0015-013-001	238,900.00	$9,194.95	$7,599.84	$16,844.79	$2,549.06	$1,788.57	$4,337.63	$21,182.42
FOX, LAVETTA J	121 BOISE AVE	0604-015-033	200,800.00	$7,011.19	$0.00	$7,011.19	$2,142.44	$0.00	$2,142.44	$9,153.63
GOLIK, ALICE J	717 W AVE B	0040-019-055	282,700.00	$10,879.79	$438.90	$11,368.69	$3,016.39	$113.37	$3,129.76	$14,498.45
HETLETVED, LEE & PENNY		23-140-81-00-02-615	17,300.00	$530.20	$0.00	$580.20	$140.11	$0.00	$140.11	$720.31
HINTZ, TANIA	3449 THUNDERBIRD LN	1398-002-005	374,000.00	$13,359.33	$1,945.15	$15,354.48	$3,990.63	$503.66	$4,494.29	$19,848.77
JOHNSON, KEITH E		CR-143-78-00-06-040	1,000.00	$263.04	$0.00	$313.04	$13.60	$0.00	$13.60	$326.64
KILBER, TRACI	302 3RD ST S	SW-142-80-04-05-010	149,100.00	$5,735.59	$0.00	$5,785.59	$1,843.51	$0.00	$1,843.51	$7,629.10
LEMER, LOWELL & MARLA	7041 SNAPPY LN	39-138-79-12-00-050	18,400.00	$476.42	$0.00	$526.42	$119.22	$0.00	$119.22	$645.64
LOGAN, MARCELLA & MOEHNKE, ETHEL		48-137-76-65-02-110	1,000.00	$16.88	$0.00	$66.88	$6.04	$0.00	$6.04	$72.92
MACDONALD, MICHAEL A & VENDELA	2628 LEXINGTON DR	1054-002-105	314,400.00	$11,022.69	$1,036.79	$12,109.48	$3,354.49	$277.43	$3,631.92	$15,741.40
MILLER, JOHN L & STRAIT, FRANCES	155 ALLEN DR	CL-138-79-35-02-120	295,600.00	$10,428.14	$179.27	$10,657.41	$3,027.10	$0.00	$3,027.10	$13,684.51
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3(	0636-002-069	54,900.00	$2,214.21	$310.10	$2,574.31	$650.84	$48.96	$699.80	$3,274.11
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3(	0636-002-070	54,300.00	$2,180.43	$310.49	$2,540.92	$643.73	$48.96	$692.69	$3,233.61
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3(	0636-002-071	43,900.00	$1,751.64	$287.87	$2,089.51	$520.43	$43.26	$563.69	$2,653.20
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3(	0636-002-072	43,900.00	$1,751.64	$287.87	$2,089.51	$520.43	$43.26	$563.69	$2,653.20
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3(	0636-002-073	43,900.00	$1,751.64	$287.87	$2,089.51	$520.43	$43.26	$563.69	$2,653.20
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3	0636-002-074	43,900.00	$1,751.64	$287.87	$2,089.51	$520.43	$43.26	$563.69	$2,653.20
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3	0636-002-075	43,900.00	$1,751.64	$287.87	$2,089.51	$520.43	$43.26	$563.69	$2,653.20
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3	0636-002-076	53,000.00	$2,129.95	$319.69	$2,499.64	$628.32	$51.28	$679.60	$3,179.24
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3	0636-002-077	46,800.00	$1,877.06	$298.77	$2,225.83	$554.81	$46.01	$600.82	$2,826.65
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3	0636-002-078	46,800.00	$1,877.06	$298.77	$2,225.83	$554.81	$46.01	$600.82	$2,826.65
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3	0636-002-079	46,800.00	$1,877.06	$298.77	$2,225.83	$554.81	$46.01	$600.82	$2,826.65
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3	0636-002-080	56,000.00	$2,246.10	$330.59	$2,626.69	$663.88	$54.03	$717.91	$3,344.60
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3	0636-002-081	61,100.00	$2,380.56	$338.76	$2,769.32	$719.60	$57.62	$777.22	$3,546.54
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3(	0636-002-082	55,100.00	$2,169.69	$305.06	$2,524.75	$653.21	$48.96	$702.17	$3,226.92
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3(	0636-002-083	54,300.00	$2,128.00	$305.05	$2,483.05	$643.73	$48.96	$692.69	$3,175.74
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3(	0636-002-084	43,900.00	$1,739.36	$252.87	$2,042.23	$520.43	$43.26	$563.69	$2,605.92
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3(	0636-002-085	43,900.00	$1,739.36	$252.87	$2,042.23	$520.43	$43.26	$563.69	$2,605.92
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3	0636-002-086	43,900.00	$1,739.36	$252.87	$2,042.23	$520.43	$43.26	$563.69	$2,605.92
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3	0636-002-087	43,900.00	$1,739.36	$252.87	$2,042.23	$520.43	$43.26	$563.69	$2,605.92
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3	0636-002-088	43,900.00	$1,739.36	$252.87	$2,042.23	$520.43	$43.26	$563.69	$2,605.92
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3	0636-002-089	43,900.00	$1,739.36	$252.87	$2,042.23	$520.43	$51.28	$571.71	$2,613.94
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3	0636-002-090	47,000.00	$1,831.74	$293.55	$2,175.29	$557.19	$46.01	$603.20	$2,778.49
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3	0636-002-091	47,000.00	$1,831.74	$293.55	$2,175.29	$557.19	$46.01	$603.20	$2,778.49
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 3	0636-002-092	47,000.00	$1,831.74	$293.55	$2,175.29	$557.19	$46.01	$603.20	$2,778.49

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LISTED OWNER	PROPERTY ADDRESS	PARCEL ID#	2026 Market Value	Delq. Taxes + Pen. & Int	Delq. Specials + Pen. & Int.	TOTAL DELQ. AMOUNT + $50 FEE	Est. 2026 Tax	Est. 2026 Specials	EST. 2026 TOTAL	MINIMUM SALE AMOUNT
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 31	0636-002-093	56,300.00	$2,191.86	$324.79	$2,566.65	$667.44	$54.03	$721.47	$3,288.12
ND PROPERTIES & INVESTMENTS LLC % NICK LEES	1309 TACOMA AVE UNIT 31	0636-002-094	62,700.00	$2,441.60	$345.34	$2,836.94	$743.31	$59.31	$802.62	$3,639.56
NW BELL-QWEST % US WEST ATTB R ATTN:D MUHI	2613 LEXINGTON DR	1054-003-055	-	$0.00	$77.26	$127.26	$0.00	$19.88	$19.88	$147.14
OLD 10 INVESTMENTS LLP		34-139-77-10-01-010	19,000.00	$539.24	$0.00	$539.24	$117.88	$0.00	$117.88	$657.12
OLD 10 INVESTMENTS LLP		34-139-77-10-01-020	34,300.00	$863.44	$0.00	$913.44	$212.80	$0.00	$212.80	$1,126.24
PITTSLEY, RANDALL & MICHELLE	1812 N WASHINGTON ST	0395-008-015	242,200.00	$9,369.35	$1,565.15	$10,984.50	$2,584.15	$0.00	$2,584.15	$13,568.65
RHOADES, ERIC & TRACIE	516 N 14TH ST	0050-042-010	127,700.00	$4,875.08	$1,193.20	$6,118.28	$1,362.61	$307.71	$1,670.32	$7,788.60
ROTHFARB, EDWARD LELAND	3102 YORKTOWN DR	2135-001-050	1,695,200.00	$76,356.06	$31,048.51	$107,454.57	$20,096.60	$7,814.73	$27,911.33	$135,365.90
STECKLER, LAURA	1162 SANTA FE AVE	1650-001-175	241,800.00	$9,490.90	$927.80	$10,468.70	$2,579.89	$438.57	$3,018.46	$13,487.16
STICKLAND, ANN	820 N 5TH ST	0025-062-010	249,800.00	$9,160.47	$2,966.29	$12,176.76	$2,665.24	$688.52	$3,353.76	$15,530.52
ULRICH, DOROTHEA F RHONE	2636 GATEWAY AVE UNIT 3	1060-001-235	191,700.00	$5,978.55	$69.54	$6,098.09	$2,045.46	$29.01	$2,074.47	$8,172.56
US WEST COMM ATTN: DENISE MUHICH	220 N 5TH ST	0001-066-001	-	$0.00	$14,601.14	$14,651.14	$0.00	$5,153.79	$5,153.79	$19,804.93
WEISS, GARY G	2035 DAKOTA DR	0445-016-030	158,000.00	$6,331.81	$1,061.98	$7,443.79	$1,685.78	$0.00	$1,685.78	$9,129.57
WEISS, SALLY	120 LAKE AVE UNIT 3	0150-007-117	97,800.00	$3,793.25	$298.50	$4,141.75	$1,043.71	$76.79	$1,120.50	$5,262.25
WESTCOTT, CHRISTINE	527 RIVERSIDE PARK RD	0390-004-125	255,000.00	$6,783.26	$0.00	$6,783.26	$2,720.72	$0.00	$2,720.72	$9,503.98

STATE OF NORTH DAKOTA
County of Burleigh
221 NORTH 5TH STREET • P.O. BOX 5518 • BISMARCK, NORTH DAKOTA 58506-5518

October 5, 2026

TO: BURLEIGH COUNTY COMMISSIONERS

The following list of outstanding checks were written before July 2025. The money for these checks will be sent to the Unclaimed Property Division at the State Land Department according to North Dakota Century Code, Chapter 47-30.2. We are asking it be put in the County Commission minutes that these checks are to be cancelled.

Checks written from Wells Fargo checking account:

Check Number	Date	Payee	Amount
126588	7/17/2023	AMBER PETERSON	$25.00
126591	7/17/2023	NATASHA DOYLE	$25.00
126587	7/17/2023	THOMAS S WRIGHT	$5.00
126804	8/11/2023	CYNTHIA L BEARSGHOST	$41.00
126806	8/11/2023	JULIE LINCOLN	$80.00
126809	8/11/2023	TERRELL J BIAS	$10.00
126807	8/11/2023	RICHARD T TRIPP	$16.00
126849	8/11/2023	SHAUNDRA ZIEMANN-BOLINSKE	$24.89
127045	9/15/2023	JOHN SOWARD	$14.00
127113	9/20/2023	DINA BURNETT	$5.24
127223	10/6/2023	JACOB A MAU	$31.00
127233	10/6/2023	RUTHIE M MANN	$139.00
127234	10/6/2023	SIERRA S GIROUX	$12.00
127219	10/6/2023	COURTNEY LINK	$12.00
127350	10/20/2023	JAYDEN AADNES	$50.00
127530	11/17/2023	CAROLINE HAMEL	$18.41
127513	11/17/2023	MIKE SZALEK	$87.00
127635	11/30/2023	ELIZABETH SHAE	$25.00
127663	12/12/2023	RAQUELL ESCUDERO	$7.00
127656	12/12/2023	DENNIS G LOEHRKE	$10.00
127654	12/12/2023	BRITTNEE FOOTE	$7.00

127665	12/12/2023	TAJON FRANCO	$38.00
127771	12/23/2023	MARTHA OR PHILIP GROTENHUIS	$50.00
127792	12/31/2023	AMANDA PERRY	$25.00
127818	12/31/2023	KASSANDRA PEREZ	$25.00
127863	1/8/2024	JUSTIN WILLIAMS-AGUILERA	$15.00
127861	1/8/2024	HENRY P KANNIAINEN	$6.00
127860	1/8/2024	CODY T LEHMAN	$8.00
127859	1/8/2024	CHARLES HSU	$7.00
127935	1/12/2024	SAMUEL J MCLEAN	$41.10
128012	1/24/2024	ALAYNA CAMERON	$184.41
128015	1/24/2024	BRAXTON SCHLENKER	$25.00
128016	1/24/2024	BRITTANY KUNTZ	$25.00
128029	1/24/2024	JASON SMITH	$25.00
128030	1/24/2024	JEFFERSON SMITH	$39.00
128047	1/24/2024	ROCHELLE GONZALES	$25.00
128238	2/9/2024	MICHAEL G RHODES	$6.00
128240	2/9/2024	SHAI BLACKBIRD	$3.00
128235	2/9/2024	LINDA FOLLOWSTHEROAD	$9.00
128249	2/15/2024	JOSHUA GALUSHA	$25.00
128250	2/15/2024	LARHONDA MEEKS.	$25.00
128312	2/16/2024	JOLENE NELSON	$567.07
128634	3/5/2024	STACY FENNEWALD	$35.49
128789	3/22/2024	BRETT SEEWALKER	$60.00
128843	3/25/2024	GABRIEL DRESSLER	$25.00
129072	4/10/2024	DEVON SCHILLING	$30.00
129069	4/10/2024	AUDRIENNE BEN	$7.00
129147	4/17/2024	BETHEL JONES	$25.00
129148	4/17/2024	BROOKE LECLAIRE	$39.00
129153	4/17/2024	JERRY SCHAUER	$25.00
129163	4/17/2024	RACHELLE KLEIN	$25.00
129299	5/3/2024	ABOUT DAKOTA REAL ESTATE PROPERTIES LLP	$50.00
129293	5/3/2024	AMBER HUEHN	$25.00
129294	5/3/2024	DONOVAN TAYLOR	$25.00
129338	5/7/2024	MICHAEL HENRY	$44.00
129431	5/17/2024	CROWN TROPHY	$16.50
129554	5/31/2024	THE TITLE TEAM	$15.67
129518	5/31/2024	BREEANN ROHRICH	$14.00
129569	6/11/2024	KRISTIN TRUJILLO	$33.00
129584	6/13/2024	CINDY WENTZ	$14.00
129926	6/28/2024	CHRISTIAN PELTIER	$25.00
129933	6/28/2024	FRANK LOHNES JR.	$25.00
129936	6/28/2024	JEFFREY LOOPER	$25.00

129942	6/28/2024	MAIZIE RICHARD	$25.00
129992	6/28/2024	SYNOLOGY	$136.22
130012	7/3/2024	AYLA DEMARAY	$7.02
130021	7/8/2024	ERICA REQUEJO	$60.00
130027	7/8/2024	MELINA SHANGREAUX	$30.00
130019	7/8/2024	CHRISTIN STONE	$13.00
130040	7/12/2024	BREENA DELEGGE	$87.10
130127	7/17/2024	ELIZABETH SAUNDERS	$25.00
130139	7/17/2024	THOMAS BEARSTAIL	$25.00
130293	8/6/2024	NICOLE BARNETT	$7.00
130286	8/6/2024	JAYCIE USESMANY	$40.00
130289	8/6/2024	LINDSEY MONGER	$6.00
130292	8/6/2024	MICHAEL PORTA	$66.00
130283	8/6/2024	DON DAVID	$5.00
130389	8/16/2024	ASHTON DEMAKIS	$25.00
130402	8/16/2024	JENESSA IRONROAD	$25.00
130406	8/16/2024	KEANNA KLEIN	$25.00
130414	8/16/2024	VIRGINA SANDERSON	$25.00
130549	9/13/2024	JOSEPH VANNESTE	$22.40
130671	10/2/2024	ROY KEEPSEAGLE	$10.00
130668	10/2/2024	JOSE L TORRUELLAS	$20.00
130854	10/31/2024	ELIZABETH SAUNDERS	$25.00
130930	11/12/2024	TONYA PRICE	$30.00
130924	11/12/2024	JEFFREY HOJIAN	$8.00
130936	11/13/2024	CHRISTOPHER LACY JR	$12.00
131009	11/15/2024	SECURE COURT SOLUTIONS	$14.43
131399	12/6/2024	JOHN BEAVER	$6.00
131398	12/6/2024	JERSIE THOMPSON	$42.00
131393	12/6/2024	ALONZO BASS	$8.00
131542	12/26/2024	EMMA BLACKHOOP	$25.00
131546	12/26/2024	JOSE UVALLE	$25.00
131547	12/26/2024	JULIAN CRUZ	$25.00
131549	12/26/2024	PATRICK LITTON	$25.00
131554	12/26/2024	MARVIN SHERMAN	$9,232.70
131677	1/9/2025	RAMONE RODRIGUEZ	$20.80
131725	1/16/2025	CHRISTOPHER TORRES	$86.50
131739	1/17/2025	TYLER GRANT	$5.00
131734	1/17/2025	KEVIN SHEPPARD	$43.00
131732	1/17/2025	JORDAN BRYANT	$12.00
131841	1/29/2025	LEE AICHELE	$8.34
131932	2/4/2025	TONYA OR PAUL MEYER	$273.46
131936	2/6/2025	BROOKE HELM	$25.00
131940	2/6/2025	KENNADY HOCHHALTER	$25.00

131943	2/6/2025	THOMAS W SEITZ	$25.00
132013	2/14/2025	MICHAEL FUKA	$70.68
132093	2/18/2025	MYRON OR DARLENE FELCHLE	$58.65
132103	2/21/2025	DANIELLE GOOD LUCK	$83.00
132111	2/21/2025	WAYNE WINTERBERG	$17.00
132104	2/21/2025	KEIRSTEN THOMAS	$20.00
132120	2/21/2025	LEE FRIESE	$35.97
132147	2/26/2025	VERLLA GELOFF	$701.43
132158	2/28/2025	ERIN TERNES	$50.00
132312	3/12/2025	MARCOS BAUTISTA	$10.00
132304	3/12/2025	DAMIAN TERNES	$9.00
132301	3/12/2025	ALLISON WILKINS	$12.00
132319	3/13/2025	ALICE BIRD HORSE	$344.53
132409	3/19/2025	TRAVIS PEDERSON	$571.99
132422	3/20/2025	RAMONA HENDRICKS	$937.16
132426	3/20/2025	TIMOTHY OR ANGELA WICKS	$1,980.52
132570	4/2/2025	COLE PFAFF	$2.50
132573	4/2/2025	COURTNEY CHAMNESS	$34.74
132594	4/4/2025	NATHAN HELMER	$5.00
132578	4/4/2025	JOSHUA HEINEMEYER	$25.00
132793	4/23/2025	DARIN P GARDNER	$134.89
132828	4/23/2025	CASSANDRA WAHL-OSTAFIN	$243.79
132900	4/23/2025	TANNER KELLAM	$379.50
132987	4/24/2025	KRYSTA KIRKPATRICK	$449.62
133042	4/24/2025	MARTY BECKER	$500.00
133105	4/24/2025	GREG KERN	$79.27
133158	4/24/2025	KRISTY BJERKLIE	$269.37
133265	4/25/2025	CLIFFORD JOSEPH ROMOSER JR	$78.76
133300	4/25/2025	ANGELA K TIPTON	$93.30
133305	4/25/2025	BRENDA MATOS	$95.80
133372	4/25/2025	PAULA AARDAHL	$112.80
133373	4/25/2025	PEGGI WALTERS	$153.34
133455	4/28/2025	ETHAN STOTZ	$500.00
133479	4/28/2025	ROXAN SPRENGER	$500.00
133595	4/28/2025	JOE WHITMIRE OR JEAN GAUSLOW	$20.25
133499	4/28/2025	DORIS EDITH PAULSON	$500.00
133528	4/28/2025	ANDREW DEUTSCH	$109.72
133594	4/28/2025	JENNIFER REDBIRD	$413.36
133596	4/28/2025	RYAN KERZMAN	$132.78
133598	4/28/2025	SONDRA WEDGEWORTH	$45.76
133693	5/9/2025	CADE NYGARD	$7.00
134075	5/15/2025	ANDREA PAULSON	$69.00
134072	5/15/2025	YVONNE STRETCHESHIMSELF	$6.73

134067	5/15/2025	WARREN W STARK	$4.20
134045	5/15/2025	TANNER KELLAM	$19.97
134043	5/15/2025	TANIA MURRAY	$6.80
134013	5/15/2025	RYLEE BERG	$1.99
133995	5/15/2025	RICHARD GOLDADE	$4.09
133981	5/15/2025	PAIGE DANIELLE MURRAY	$7.85
133977	5/15/2025	NAYDA FELICIANO	$5.80
133958	5/15/2025	MELISSA HACK	$6.29
133932	5/15/2025	LINDA COOK	$4.57
133918	5/15/2025	KRISTY BJERKLIE	$14.18
133906	5/15/2025	KAREN ALBAUGH	$1.99
133898	5/15/2025	JOSEPH HAAS	$6.19
133873	5/15/2025	JASON ALLEN BERG	$3.17
133865	5/15/2025	HECTOR CENTENO FELICIANO	$4.33
133864	5/15/2025	HEATHER MILLER	$2.37
133853	5/15/2025	EUGENE GONZALEZ	$4.82
133849	5/15/2025	ERICA MCLEAN	$3.62
133835	5/15/2025	DENNIS C HERMANSON	$8.20
133803	5/15/2025	CONNIE MILLER	$3.77
133798	5/15/2025	CLIFFORD JOSEPH ROMOSER JR	$4.15
133786	5/15/2025	CATHY JOB	$5.98
133780	5/15/2025	BROCK MEIER	$16.36
133775	5/15/2025	BRET LOREN KEENEY	$12.76
133774	5/15/2025	BRENDA MATOS	$5.04
133771	5/15/2025	BRANDON PETERSON	$5.37
133770	5/15/2025	BRANDI FOLEY	$3.15
133762	5/15/2025	BEVERLY DRAGSWOLF	$17.28
133749	5/15/2025	ALVIN SWANSON	$2.48
134127	5/16/2025	GRANT SCHAFER	$28.00
134151	5/19/2025	CHRISTOPHER DANIEL BUCHHOLZ	$78.76
134152	5/20/2025	SEMIR BASIC	$50.00
134194	5/28/2025	JOE MEDINA	$25.00
134196	5/28/2025	KENNADY HOCHHALTER	$50.00
134203	5/28/2025	RENEE HOCHHALTER	$50.00
134292	6/3/2025	APRIL YOUNG	$25.00
134334	6/6/2025	DREW SCHONBERGER	$10.00
134330	6/6/2025	CHARLENE JAEGER	$54.00
134343	6/6/2025	RUSSELL KELLER	$12.75
134400	6/12/2025	RITA SCHMIDT	$11.39
134605	6/25/2025	TONI HERNANDEZ	$500.00
134653	6/26/2025	JONATHON MOLIA	$90.37
134741	6/27/2025	JACKSON FAMILY TRUST	$500.00
134774	6/27/2025	LOUISE SINLEY	$174.91

Total: **$24,799.91**

If you should have any questions, please contact me at 712-8354.

Thank You,

Taylor Schmidt
Deputy Finance Director

BURLEIGH COUNTY CHECK REPLACEMENT
(4-17)

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

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

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

NAME AND ADDRESS OF PAYEE:
2 VETS MOVING COMPANY
~~811 S 18TH ST UNIT C~~
~~BISMARCK, ND 58504~~
5134 Midwest Dr.
Bismarck, ND 58501

Check Date: 07/21/2026
Original Check #: 138881
Check Amount: $560.40

AFFIDAVIT AND AGREEMENT

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

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

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

Subscribed and sworn to before me on

Signature of Payee

Julie Mees
Notary Public - County of Burleigh
My Commission Expires June 2, 2030

JULIE MEES
NOTARY PUBLIC
STATE OF NORTH DAKOTA
MY COMMISSION EXPIRES JUN. 02, 2030

(Seal)

****

Application approved by the Burleigh County Commission on _____, 20__.

Duplicate warrant #_____ issued this _____ day of _____, 20___

_____ _____
Burleigh County Auditor/Treasurer Date

LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 17926 (8-2025)

Permit Number **26-022**

Permit Type *(check one)*

[X] Local Permit [ ] Restricted Event Permit*

Games Authorized

[ ] Raffle by a Political or Legislative District Party

[ ] Bingo [X] 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	Dates Authorized *(Read Instruction 2)*		
United Tribes Technical College	**11/10/2026**		
Organization or Group Contact Person	E-mail	Telephone Number	
[redacted]	[redacted]	[redacted]	
Mailing Address	City	State	ZIP Code
3315 University Drive	**Bismarck**	**ND**	**58504**

SITE INFO

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

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

N/A

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

Basketball game running concessions, 11/10/2026 from 5-7pm. We will also be holding a 50/50 raffle at the 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	Title of City or County Official	Telephone Number	E-mail Address
Mark Splonskowski	County Auditor	(701)222-6718	msplonskowski@nd.gov
Signature of City or County Official		Date	Issuing Governing Body [ ] City [X] County

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

Information required to be preprinted on a standard raffle ticket:

1. Name of Organization;
2. Ticket Number;
3. Price of the ticket, including any discounted price;
4. Prize, description of an optional prize selectable by a winning player or option to convert a **merchandise** prize to a cash prize that is limited to the lesser of the value of the merchandise prize or fifteen thousand dollars. However, if there is insufficient space on a ticket to list each minor prize that has a retail price not exceeding twenty-five dollars, an organization may state the total number of minor prizes and their total retail price;
5. Print the authorizing city or county and permit number
6. A statement that a person is or is not required to be present at a drawing to win;
7. Date and time of the drawing or drawings and, if the winning player is to be announced later, date and time of that announcement. For a calendar raffle, if the drawings are on the same day of the week or month, print the day and time of the drawing;
8. Location and street address of the drawing;
9. If a merchandise prize requires a title transfer involving the Department of Transportation, a statement that a winning player is or is not liable for sales or use tax;
10. If a purchase of ticket or winning prize is restricted to a person of a minimum age, a statement that a person must be at least "-" years of age to buy a ticket or win a prize;
11. A statement that a purchase of the ticket is not a charitable donation;
12. If a secondary prize is an non-guaranteed cash or merchandise prize, a statement that the prize is not guaranteed to be won and odds of winning the prize based on numbers of chances; and
13. If a prize is live beef or dairy cattle, horse, bison, sheep, or pig, a statement that the winning player may convert the prize to a cash prize that is limited to the lesser of the market value of the animal or fifteen thousand dollars.

North Dakota Administrative Code 99-01.3-05-02(4) states that an employee may not sell a ticket on a site where another organization is licensed or has a permit unless the employee is granted permission by the lessor and other organization.

North Dakota Administrative Code 99-01.3-05-01 through 99-01.3-05-05 (Raffles) in its entirety can be reviewed on the North Dakota Attorney General's website at https://attorneygeneral.nd.gov/licensing-and-gaming/gaming/gaming-laws-rules-and-publications

INSTRUCTIONS:

After a city or county governing board has authorized an organization to receive a local permit or restricted event permit, the city or county must complete the form.

1. Enter the city or county assigned "Permit Number".
2. Enter the beginning and ending date(s) for which the permit is authorized. N**ote: Unexact blanket dates will not be accepted**
   a. A permit must be on a fiscal year basis from July first to June thirtieth or on a calendar year basis.
   b. A local permit can be issued for one or more events per fiscal year.
   c. The “Dates Authorized” must only be the actual dates of the event(s) and does not include the dates the organization is selling tickets.
   d. For a "one time" event permit, the beginning and ending date for "Dates Authorized" is the date of the event date.
   e. If a local permit is issued for more than one event, enter the date of the first event as the beginning date and the date of the last event as the ending date.
   f. A permit may not be issued more than twelve months prior to the first raffle drawing date.
   g. A restricted event permit may be issued for only one event per year. if the organization has received a local permit during a fiscal year, it may not receive a restricted event permit. If the organization received a restricted event permit during the fiscal year, it may not receive a local permit.
3. Permits must provide the specific dates of event(s), site name, and site physical address. If there are multiple event dates that do not fit on the permit, a separate sheet must be submitted with the permit that provides a list of all event dates.
4. Enter any restriction place on the organization or group, such as days of the week or designation of an area at a site where games may be conducted.
5. When a restricted event permit is issued, provide a "Report on a Restricted Event Permit (SFN 52880)" form to the organization or be sure they know the form is available at https://attorneygeneral.nd.gov/licensing-and-gaming/licensing/charitable-gaming by scrolling to the bottom of the page.
6. Give the organization or group the completed permit form, keep a copy for your records, and send a copy within 14 days of issuance of the permit. However, all permits must be sent to the Gaming Division, no later than 7 days prior to the first event date by email to agogaming@nd.gov or fax to (701) 328-3535.

If you have questions on the local permit or restricted event permit process, please call: 1-800-326-9240.

Office of Attorney General
Gaming Division
600 E Blvd Ave, Dept. 125
Bismarck, ND 58505-0040

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		Dates of Activity *(Does not include dates for the sales of tickets)*	
United Tribes Technical College		**11/10/2026**	
Organization or Group Contact Person	E-mail	Telephone Number	
[redacted]	[redacted]	[redacted]	
Business Address	City	State	ZIP Code
3315 University Drive	**Bismarck**	**ND**	**58504**
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name			County
United Tribes Technical College			
Site Physical Address	City	State	ZIP Code
3315 University Drive	**Bismarck**	**ND**	**58504**

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

Basketball game-running concession, 11/10/2026 from 5-7pm. We will also be holding a 50/50 raffle at the event.

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

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

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Cultural / Thunder Society Club Efforts

Does the organization presently have a state gaming license? *(If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)*

☐ 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: [ ] (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	Telephone Number	E-mail Address
[redacted]	[redacted]	[redacted]
Signature of Organization Group's Permit Organizer	**Title**	**Date**
Amber M. Gwin	**IND Instructor**	**Sep 29, 2026**

Information required to be preprinted on a standard raffle ticket:

1. Name of organization;
2. Ticket number;
3. Price of the ticket, including any discounted price;
4. Prize, description of an optional prize selectable by a winning player, or option to convert a merchandise prize to a cash prize that is limited to the lesser of the value of the merchandise prize or fifteen thousand dollars. However, if there is insufficient space on a ticket to list each minor prize that has a retail price not exceeding twenty-five dollars, an organization may state the total number of minor prizes and their total retail price;
5. For an organization that has a permit, print the authorizing city or county and permit number;
6. A statement that a person is or is not required to be present at a drawing to win;
7. Date and time for each drawing and, if the winning player is to be announced later, date and time of that announcement. For a calendar raffle, if the drawings are on the same day of the week or month, print the day and time of the drawing;
8. Location and physical street address of the drawing;
9. If a merchandise prize requires a title transfer involving the Department of Transportation, a statement that a winning player is or is not liable for sales or use tax;
10. If a purchase of a ticket or winning prize is restricted to a person of a minimum age, a statement that a person must be at least "-" years of age to buy a ticket or win a prize;
11. A statement that a purchase of the ticket is not a charitable donation;
12. If a secondary prize is an unguaranteed cash or merchandise prize, a statement that the prize is not guaranteed to be won and odds of winning the prize based on numbers of chances; and
13. If a prize is live beef or dairy cattle, horse, bison, sheep, or pig, a statement that the winning player may convert the prize to a cash prize that is limited to the lesser of the market value of the animal or fifteen thousand dollars.

PRIZE RESTRICTIONS:

A single cash prize cannot exceed $15,000

The retail value of a merchandise prize cannot exceed $15,000.

The **total** of all cash prizes and retail value of all merchandise prizes for all games cannot exceed $50,000 per year.

If the value of the planned cash and merchandise prizes exceed $50,000, the organization or group must reduce the prizes to this limit or a nonprofit corporation may apply for a state gaming license with the Office of Attorney General.

LOCAL PERMIT AND RESTRICTED EVENT PERMIT DIFFERENCES:	**Local Permit**	**Restricted Event Permit**
Number of events per year	Limited by prizes	One
Must file an information report	Yes, if political party	Yes
May pay employees compensation	Yes	No
Must use chips as wagers	No	Yes
Use of net income	Unrestricted	Restricted
Games allowed	Bingo Raffles Sports Pools	Bingo Raffles Sports Pools Poker Twenty-One Paddlewheels

Compared to a "Local Permit," an organization or group with a "Restricted Event Permit" may conduct three more game types, but is restricted to one event per year, must file a "Report on a Restricted Event Permit" with the city or county and Office of Attorney General, and disburse net income to eligible uses. These uses are described by North Dakota Century Code 53-06.1-11.1(2) and North Dakota Administrative Code 99-01.3-14-02. Refer to the backside of the "Report on a Restricted Event Permit" form for a general list of eligible uses.

For a Restricted Event Permit, one method to ensure that the total of all cash prizes and retail value of all merchandise prizes do not exceed $50,000 is to charge each player a standard amount at the start of the event for a certain number or value of chips. If a player loses all of the player's chips, the player may re-buy chips. The player would play games and, at the end of the event, the organization would auction merchandise prizes to the players. The player who bid the highest number or value of chips for a prize would win that prize. For those players who have chips but did not successfully bid on a prize, the organization may redeem the chips for a predetermined cash value per chip. For this method, the value of the players' chips redeemed for cash is no a prize.

Thunder Society – Cultural Club – *AGENDA*

Agenda: Tuesday, September 22, 2026

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1. **Prayer:** Tyler Rameau
2. **Call meeting to order TIME:** 12:10pm Tyler Rambeau, President
3. **Roll Call:**

a. President: Tyler Rambeau - present
b. VP: [OPEN]
c. Secretary: Tallon Long Feather - present
d. Public relations: [OPEN]
e. Rep 1: Jermaine Bell - absent
f. Rep 2: [OPEN]

4. **President's Welcome**
5. **Request New Agenda Items**

a. No proposed additions

6. **Approval of agenda**

a. Alyssa Hawkins motioned to approve the agenda
b. Phoebe Shaving seconded

7. **Budget**

a. School Account: $971.09
b. Petty Cash: $610.30

8. **SGA Report**

a. Lottery for fundraising dates next SGA meeting

i. We drew Nov 10th for the winter Basketball fundraiser.

9. **Hand-games**

a. Alyssa Hawkins brought up how there are two tournaments in Pine Ridge this weekend if anyone can make it.
b. Alyssa Hawkins also brought up how she would like us to do more tournaments and open games in the future.

10. **Old Business**

a. Sweaters/Shirts

i. Tyler Rameau made the designs for the sweaters and talked about doing a possible point system to get the club sweaters.

b. Meeting Dates/Location

i. Last semester we used to have our meetings in the CARE Center every 1st and 3rd Mondays.
ii. We recently moved our meetings to every 2nd and 4th Tuesdays.
iii. The Club decided to keep our meetings in the Skills Building room 112.

11. **New Business**

a. Officer Elections

i. Phoebe Shaving was nominated to be the UTTC Thunder Society Vice President.

1. Aiyana Noisyhawk-Goodsell created a motion to approve Phoebe Shaving as the Vice President
2. Alyssa Hawkins seconded
3. All in favour, zero opposed. APPROVED by Club.

ii. Alyssa Hawkins was nominated to be the UTTC Thunder Society Public Relations officer.
    1. Phoebe Shaving created a motion to approve Alyssa Hawkins as the Public Relations officer
    2. Sierra Clark seconded
    3. All in favour, zero opposed. APPROVED by Club.

iii. SGA Representative 2 nominations are tabled for the next meeting.

b. Tentative Club Activities

i. Wed, Oct 28th - Masquerade Powwow @ Event Center
    1. The Club agreed to do an event for the Twin Buttes Masquerade Powwow on October 28th.
    2. Sierra Clark, Tyler Rambeau, and Tallon Long Feather volunteered to help with the event.

c. Nov. 10th Basketball Fundraiser

i. Tyler Rambeau brought up how she would like to get t-shirts and sell them at the game.

ii. Sierra Clark created a motion to do a 50/50 raffle at the Nov. 10th Basketball Game.
    1. Alyssa Hawkins seconded
    2. All in favour, zero opposed. APPROVED by Club.
    3. Pricing will be the same as last year ($1/ticket, $10/arm length).

iii. Phoebe Shaving created a motion to do free throws for $1/shot at halftime.
    1. Tallon Long Feather seconded
    2. All in favour, zero opposed. APPROVED by Club.

d. SGA Lunch & Learn

i. First Year Experience has invited SGA and the clubs to talk about themselves on September 29th from 12-1 in the Gym.
    1. Tyler Rambeau and Tallon Long Feather will be there.

12. Next Meeting: Tuesday, October 13, 2026 @ 12pm in Room 112 in the Skills Center

13. Adjourn TIME:

a. Sierra Clark motioned to adjourn the meeting at 12:48pm.

b. Shavon Gates seconded

c. All in favour, zero opposed. APPROVED by Club.

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United Tribes Technical College
Thunder Society
Bylaws

Article I. Name

The name of the student organization shall be the United Tribes Technical College (UTTC) Thunder Society.

Article II. Mission Statement

The UTTC Thunder Society seeks to enhance and maintain Indigenous culture and bringing awareness and education to social justice issues within the UTTC community. We seek to incorporate cultural values into our education experience. We encourage all students, staff, faculty, and families to part take in events.

Article III. Membership

The UTTC Thunder Society shall be comprised of two (2) divisions:

1) The Executive Committee, consists of President, Vice-President, Secretary, Public Relations, Representatives, and Thunder Society Advisor (s).
2) The General Membership, consists of all active UTTC Thunder Society members of the UTTC student body.

Section 1. In the case of vacancy in the office of the UTTC Thunder Society President, the line of executive succession shall be the Vice-President, followed by the Secretary.

Section 2. In the case of a vacancy of any other position, the UTTC Thunder Society President may appoint an interim member from the UTTC Thunder Society Membership to serve until the vacancy is filled. After the next election, the interim member, if they served on the UTTC Thunder Society prior to their appointment, will return to their respective seat.

Section 3. After either dismissal by the UTTC Thunder Society or official receipt of the resignation of any office, the UTTC Thunder Society shall select a successor from among the UTTC Thunder Society Membership. The UTTC Thunder Society President shall make the appointment. The appointee must meet all membership qualifications for the vacant position. This candidate must be confirmed by a simple majority vote of the members of the UTTC Thunder Society.

Section 4. No member of the UTTC Thunder Society shall hold more than one elected UTTC Thunder Society office at any time.

Section 5. Members appointed to any position on the UTTC Thunder Society before the fall election shall serve until the next regularly scheduled election. Members appointed after the fall election shall serve the remainder of the term.

Section 6. Officers shall not miss more than two consecutive meetings without prior notification of the UTTC Thunder Society. If any Officer misses more than two meetings without prior notification, the seat will be declared vacant.

Section 7. Any UTTC Thunder Society members removed from membership have the right to appeal as outlined in the UTTC Student Code of Conduct.

Article IV. Officers

1) Titles: The UTTC Thunder Society shall have the elected officers from the general membership:
    a. President
    b. Vice-President
    c. Secretary
    d. Public Relations
    e. Representative (2)

2) Qualifications:
    a. Officers are required to hold a cumulative 2.0 GPA, except for first-year students with no credit (0 credit hours,) and maintain a "C" or higher in all current courses.
    b. Individuals running for office must maintain full-time status at the time of election or appointment through the duration of their term in office. Full-time status is defined as enrolled for a minimum of twelve (12) credit hours, or for a minimum of six (6) credit hours during the summer semester.
    c. Students who serve on the UTTC Thunder Society must be free of any disciplinary violations as defined in the UTTC Student Code of Conduct.
    d. Any full-time permanent UTTC employee is not eligible to serve as a UTTC Thunder Society Officer.

3) Duties of Officers:
    a. **The President** shall preside at all UTTC Thunder Society meetings, develop the agenda, and be responsible for appointing all sub-committees and shall perform other duties usually required of this office. The President is an ex-officio member of all UTTC Thunder Society Committees.
    b. **The Vice-President** shall assist the President in all meetings, programs, and policy development; and facilitate meetings when the President is absent. The Vice-President is an ex-officio member of all UTTC Thunder Society Committees and will supervise the coordination of and between committees.
    c. **The Secretary** shall be responsible for the compilation and distribution of minutes for regular business meetings and shall keep a record of all official correspondence of the UTTC Thunder Society for archiving. The minutes will be completed and sent to all members within 48 hours after each UTTC Thunder Society meeting. The Secretary shall keep a record of all expenses and income of the UTTC Thunder Society.
    d. **Public Relations** shall keep the club's members and the public informed about its activities by creating flyers, requests to add meeting dates to the UTTC Facebook page, and organize/create media releases to increase awareness of the club's work and goals.
    e. **At least one Representative** shall report to all regularly scheduled Student Government Association (SGA) meetings as required and report back to UTTC Thunder Society. The Representatives shall communicate with each other to

notify if they are not able to attend any SGA meetings.

Article V. Elections

Section 1. In the fall semester, an election shall be held to fill the following positions: President, Vice-President, Secretary, and two (2) Representatives. Nominations for open positions will be advertised for a minimum of two (2) weeks and are open to all eligible members of the student body.

Section 2. All positions not filled by election during the fall shall be elected in the spring. The elections must be held no later than the fourth week of the fall and spring semesters.

Section 3. The candidates for office shall be elected to the UTTC Thunder Society upon receiving the most votes of the general UTTC Thunder Society Membership.

Article VI. Terms of Office

Section 1. Members elected during the spring or fall shall serve until fall election.

Section 2. No Officer may hold the same elected position more than two (2) years total.

Article VII. Membership Meetings

Section 1. Regular & Special meeting quorum shall be a majority of the total voting membership.

Section 2. The parliamentary manual shall be Robert's Rules of Order, latest edition.

Section 3. The Thunder Society shall convene year-round.

Section 4. The President, or the Vice-President acting on behalf of the President with a minimum 24-hour notice, may call a special session.

Section 5. Proxy votes are not allowed at any Thunder Society meeting or committee meeting.

Section 6. All votes require a majority of those present and voting to pass.

Section 7. All regular meetings must be open to all UTTC campus and comments from all UTTC campus.

Article VIII: Responsibility of Committee

1) The UTTC Thunder Society shall abide by all applicable policies instituted by UTTC.

Article IX: Amendments

1) These bylaws may be amended by a vote of two-thirds of the UTTC Thunder Society membership present at any regular meeting with a quorum or at a special meeting called for that purpose. The membership shall be notified of adopted bylaw amendments by the most feasible means.

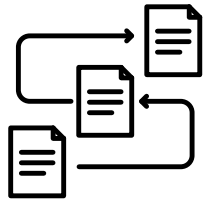
ITEM

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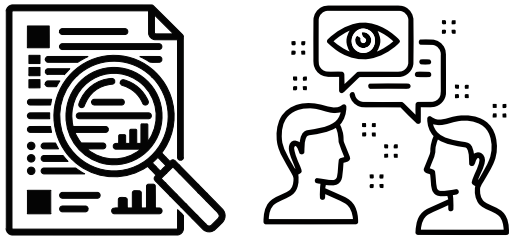

FRINGE AREA ROAD
MASTER PLAN
FINAL PLAN PRESENTATION
FOR MEMBER JURISDICTIONS OF THE BISMARCK-MANDAN MPO
OCTOBER 2026
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METROPOLITAN PLANNING ORGANIZATION
BOLTON & MENK
Real People. Real Solutions.
Google Earth

Presentation Overview

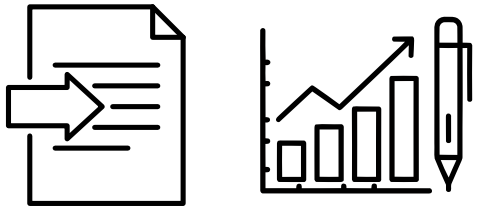
Agenda for this presentation



How the plan update was structured and key components to the update



Key findings of the update process

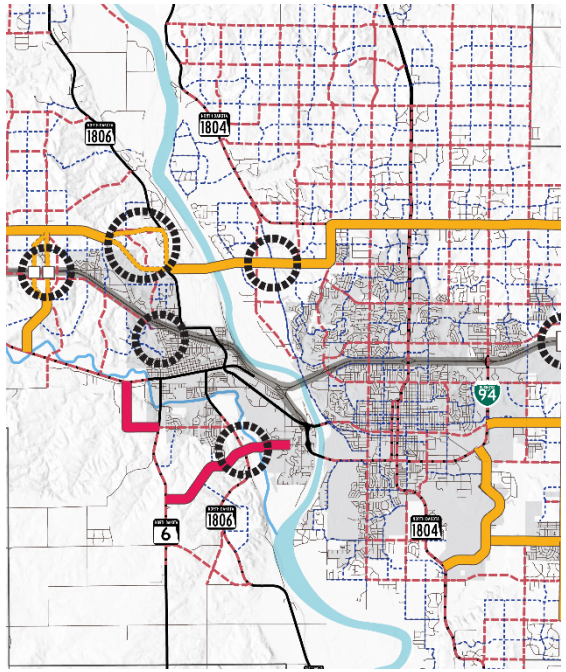


Recommendations and directions that emerged in this update

Structure of the FARMP Update

Four Main Plan Components

Assessing the FARMP Network



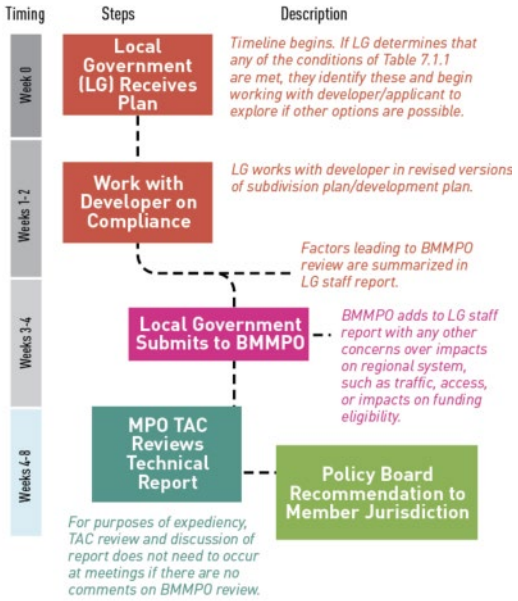
Community Outreach



Detailed Focus Areas

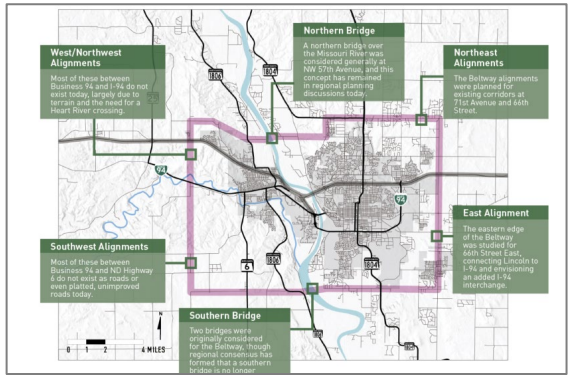


Process and Documentation



Structure of the FARMP Update

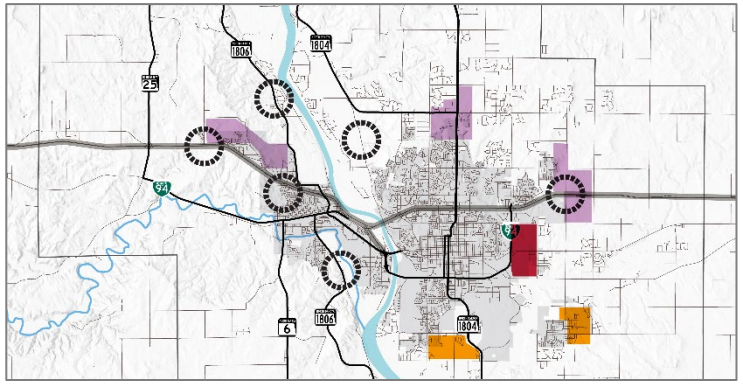
What did BMMPO and the member jurisdictions want to accomplish with this update?



North-South Beltway Study: is it still a regional goal?



Major projects like the Northern Bridge: define benefits more closely



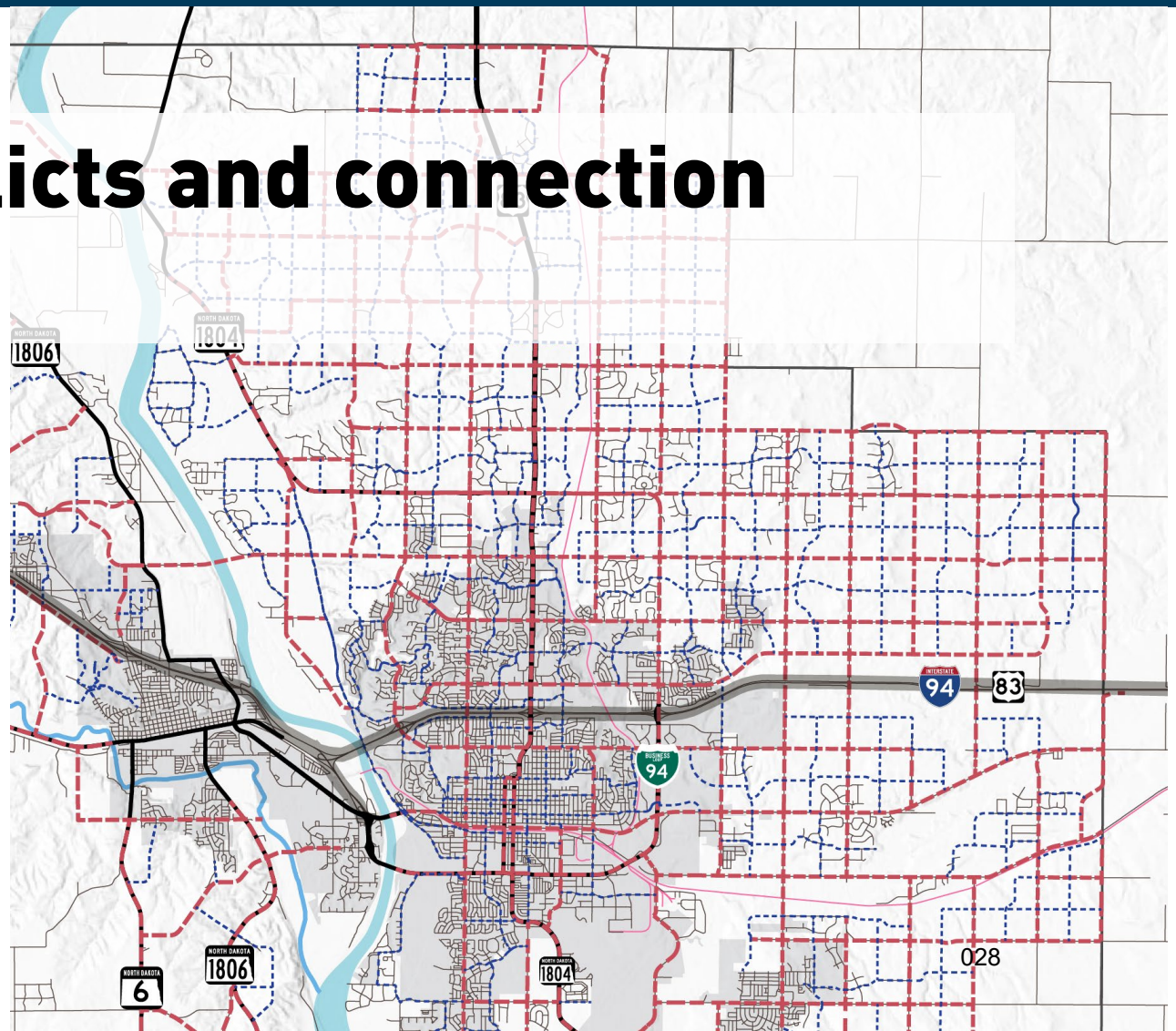
Hotspot areas for transportation: possible solutions?

First Plan Update Component:

Assessing the Roadway Network

Testing for potential conflicts and connection challenges

The 2014 FARMP extended a network of arterials and connections across most of the Bismarck-Mandan metropolitan planning area

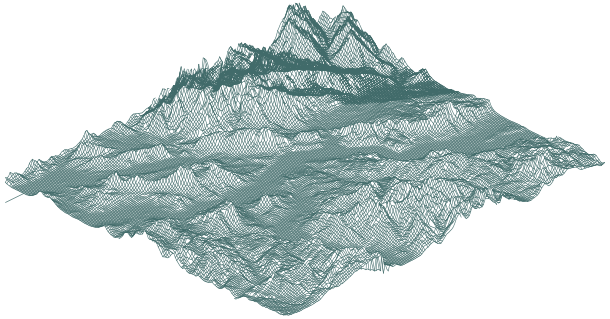


First Plan Update Component:

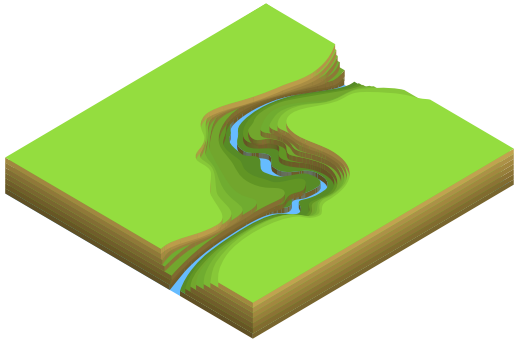
Assessing the Roadway Network

Testing for potential conflicts and connection challenges

This assessment identified where key links and connections might face major challenges in being implemented by development



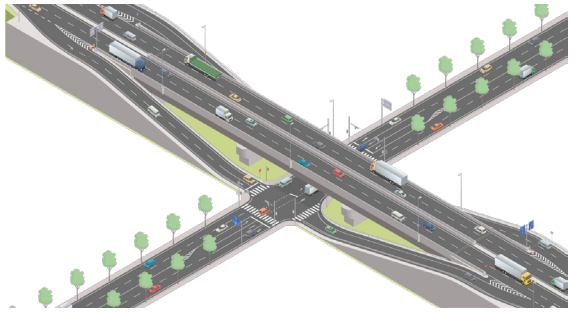
TOPOGRAPHY



HYDROLOGY



FLOODPLAINS



FREEWAY ACCESS

Second Plan Update Component:

Outreach to the Bismarck-Mandan Community

Making a technical process more accessible and intuitive





Community Open House Discussions

December 2025 and January 2026

Community Open Houses on FARMP Network

May 2026

Second Plan Update Component:

Outreach to the Bismarck-Mandan Community

Getting the perspective of developers and industry representatives who drive growth





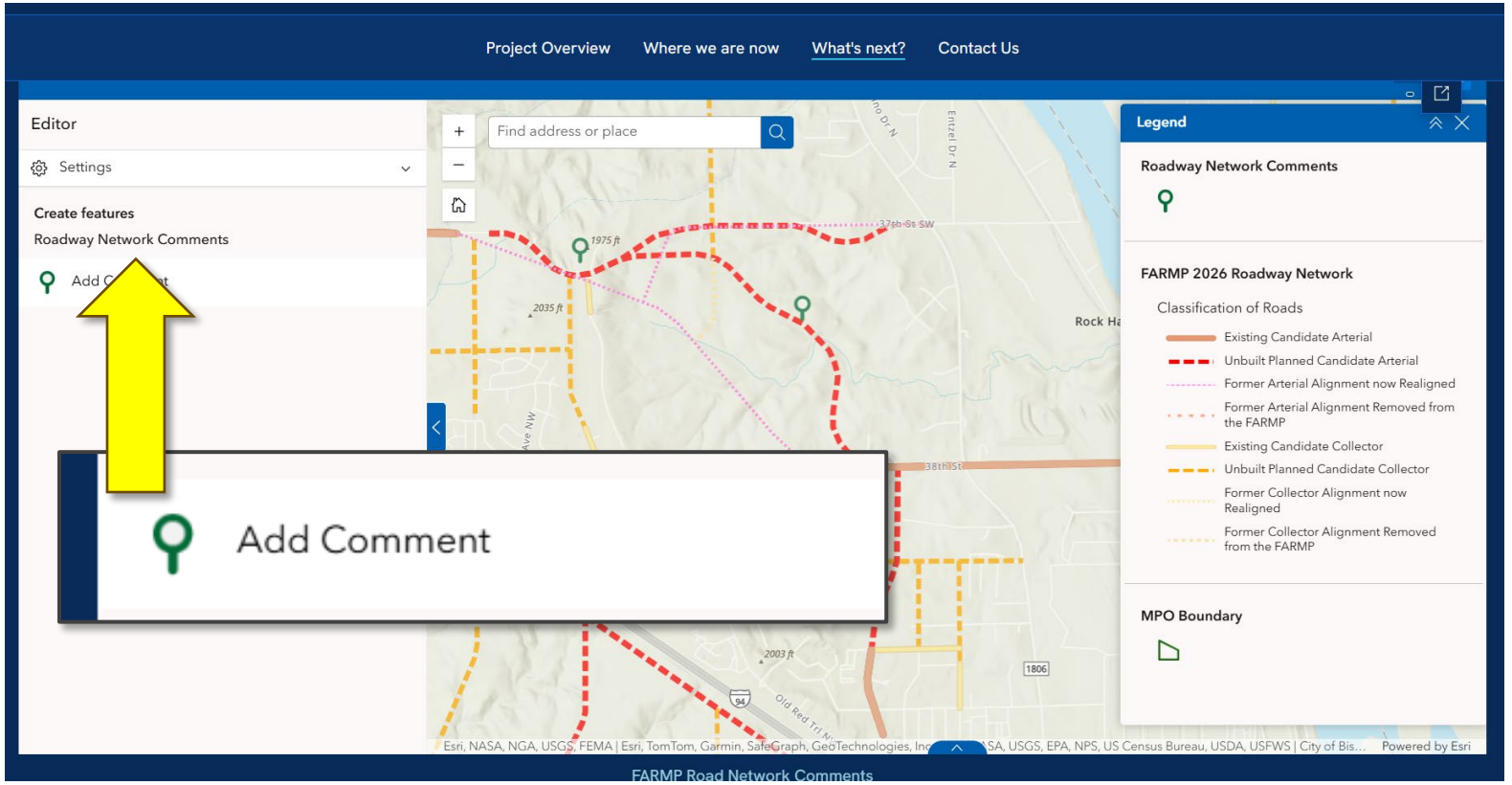
Two-part Stakeholder Workshops

March 11-12, 2026

Second Plan Update Component:

Outreach to the Bismarck-Mandan Community

Direct opportunities for feedback and comment



August – September public review period allowed individual comments on draft report and the network map

Third Plan Update Component:

Exploring Focus Areas in Greater Detail

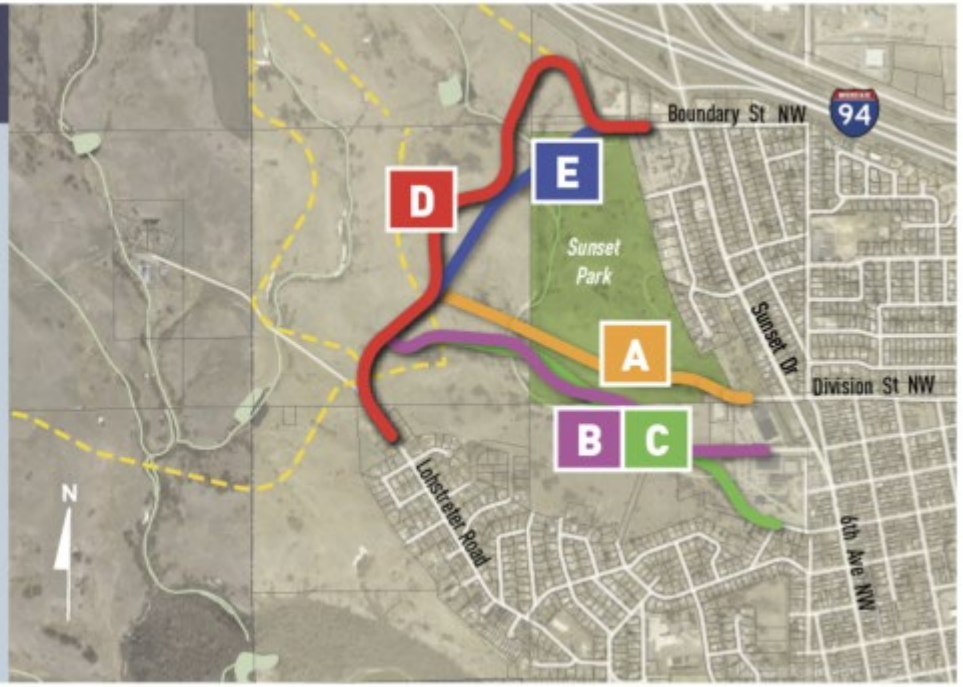
Six ‘hotspot’ areas without easy solutions

Figure 6.3.1
Central West Mandan Area Diagram

Expansions of the street network west from Mandan's core street grid may take several alternative alignments as illustrated here, though the ways they connect into other Fringe Area Road street alignments may vary based on the design options chosen. All of the alignments work around significant terrain change, though each offers alternatives that correspond with the City of Mandan's recent master plan for the former high school site.

Street Extensions from Current Development
Alternatives considered in this focus area study

Street Alignments from Previous FARMP
Collector-level street alignments that did not connect to the Sunset Drive corridor



Third Plan Update Component:

Exploring Focus Areas in Greater Detail

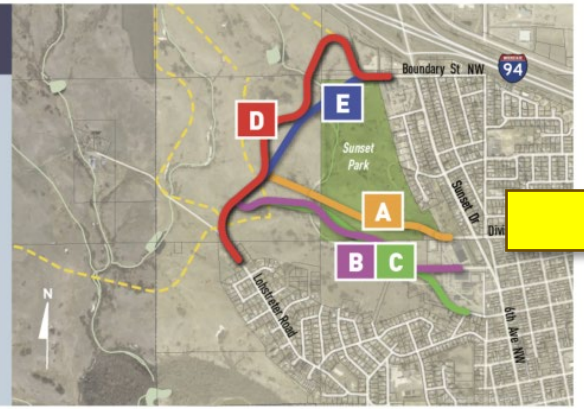
Six 'hotspot' areas without easy solutions

Figure 6.3.1
Central West Mandan Area Diagram

Expansions of the street network west from Mandan's core street grid may take several alternative alignments as illustrated here, though the ways they connect into other Fringe Area Road street alignments may vary based on the design options chosen. All of the alignments work around significant terrain change, though each offers alternatives that correspond with the City of Mandan's recent master plan for the former high school site.

Street Extensions from Current Development
Alternatives considered in this focus area study

Street Alignments from Previous FARMP
Collector-level street alignments that did not connect to the Sunset Drive corridor





Key Technical Considerations

Design Assumptions	• 25 mph design speed, which may be adapted to lower speeds closer to 6th Avenue corridor
Advantages to this concept	• Allows both central Mandan and Lohstreter traffic alternatives to 6th Avenue for I-94 access
Challenges of this Concept	• Alternatives A, B, and C all have impacts to Sunset Park property and may affect park functions. Alternative D has pronounced curves on the north, though these may allow future FARMP connections

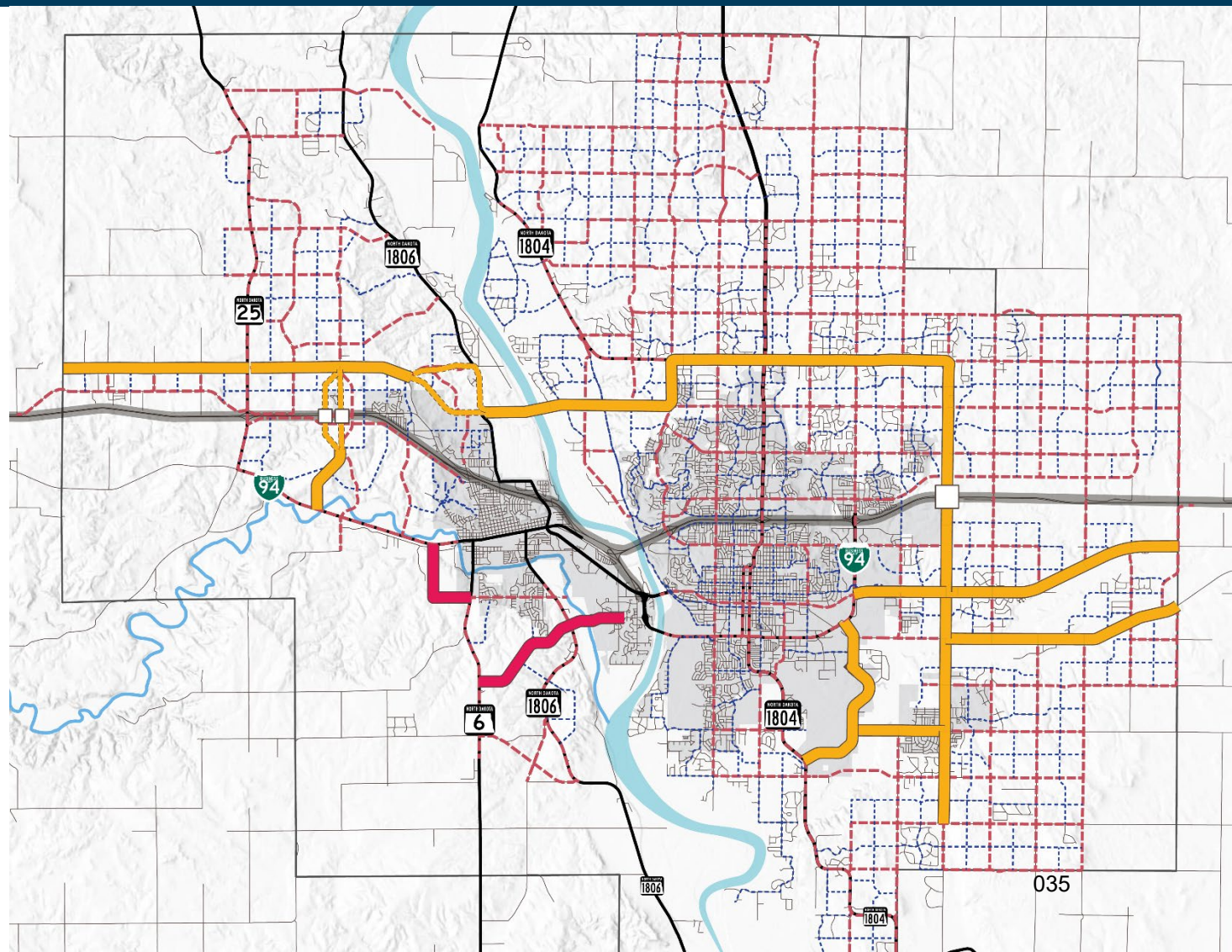
The differences between Alternatives B and C are minimal; each having a small impact to Sunset Park but designed to reflect current terrain as much as possible, minimizing the need for earthwork.

Any of the east-west alternatives selected could connect to any of the three east-west streets

Fourth Plan Update Component:

Process and Documentation

Defining major corridors where BMMPO can serve as a regional review voice with development challenges



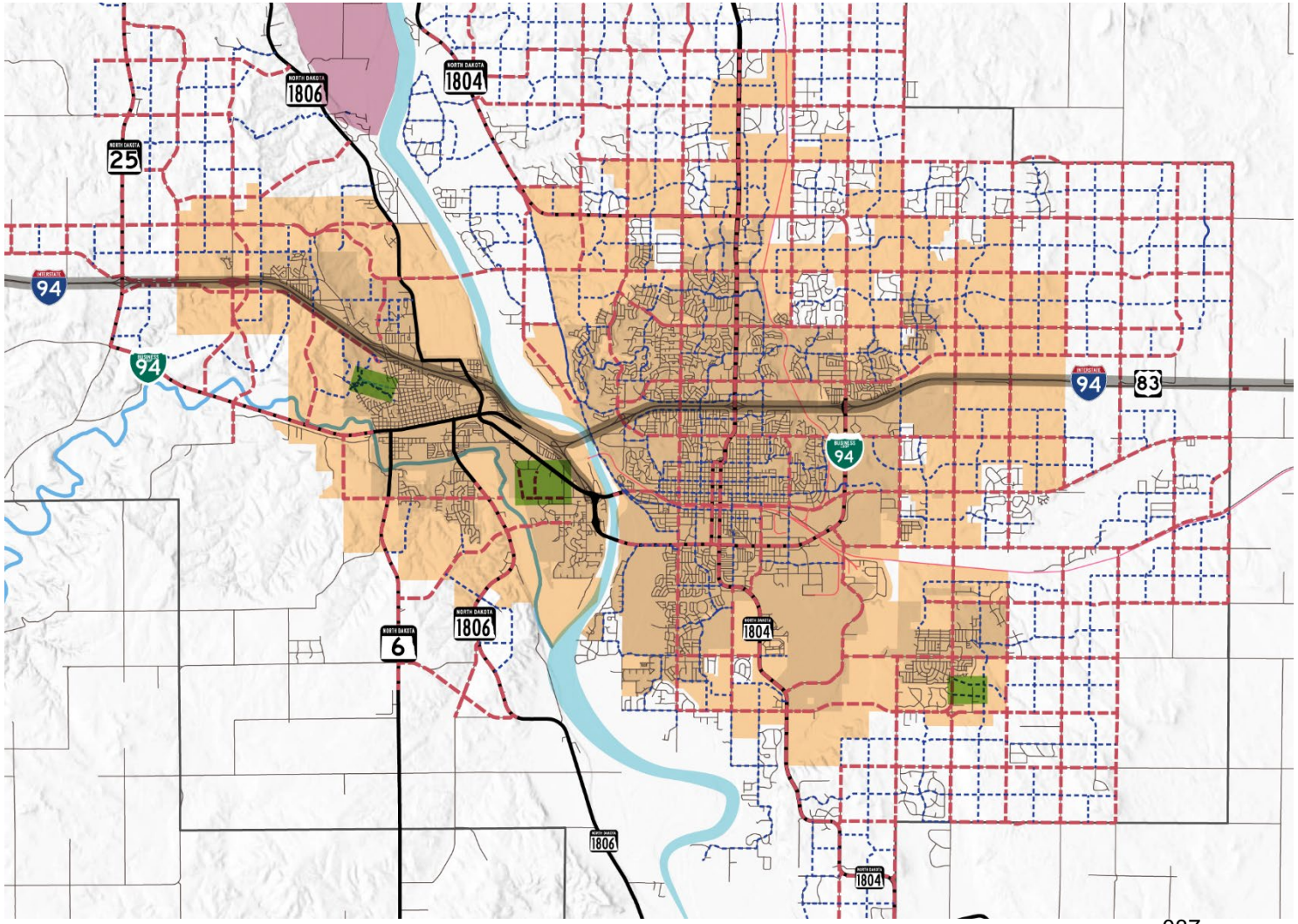
Key Findings of the FARMP Update

The Bismarck-Mandan region values a connected, efficient transportation network.



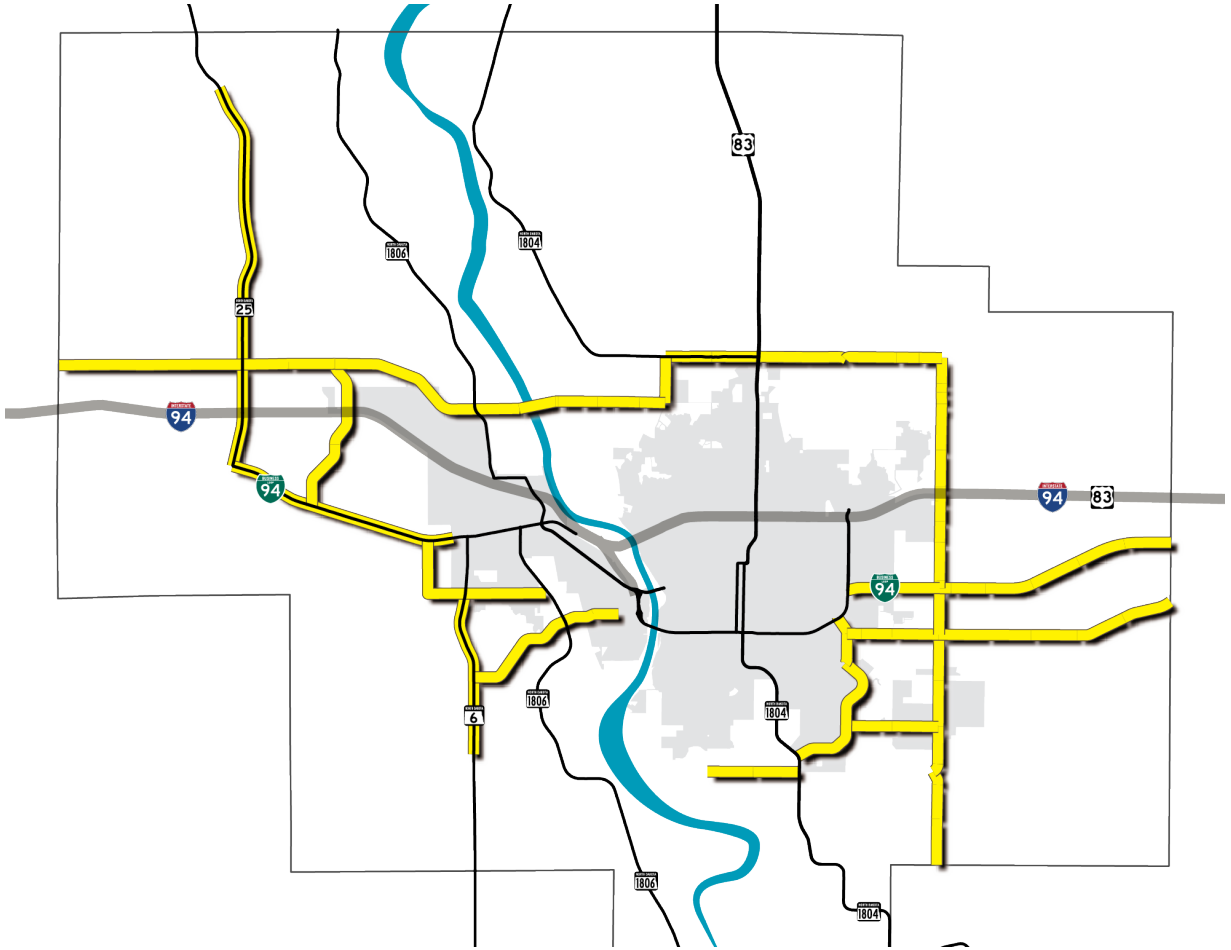
Key Findings of the FARMP Update

Local governments have been and will continue to be who oversees this network getting built out.



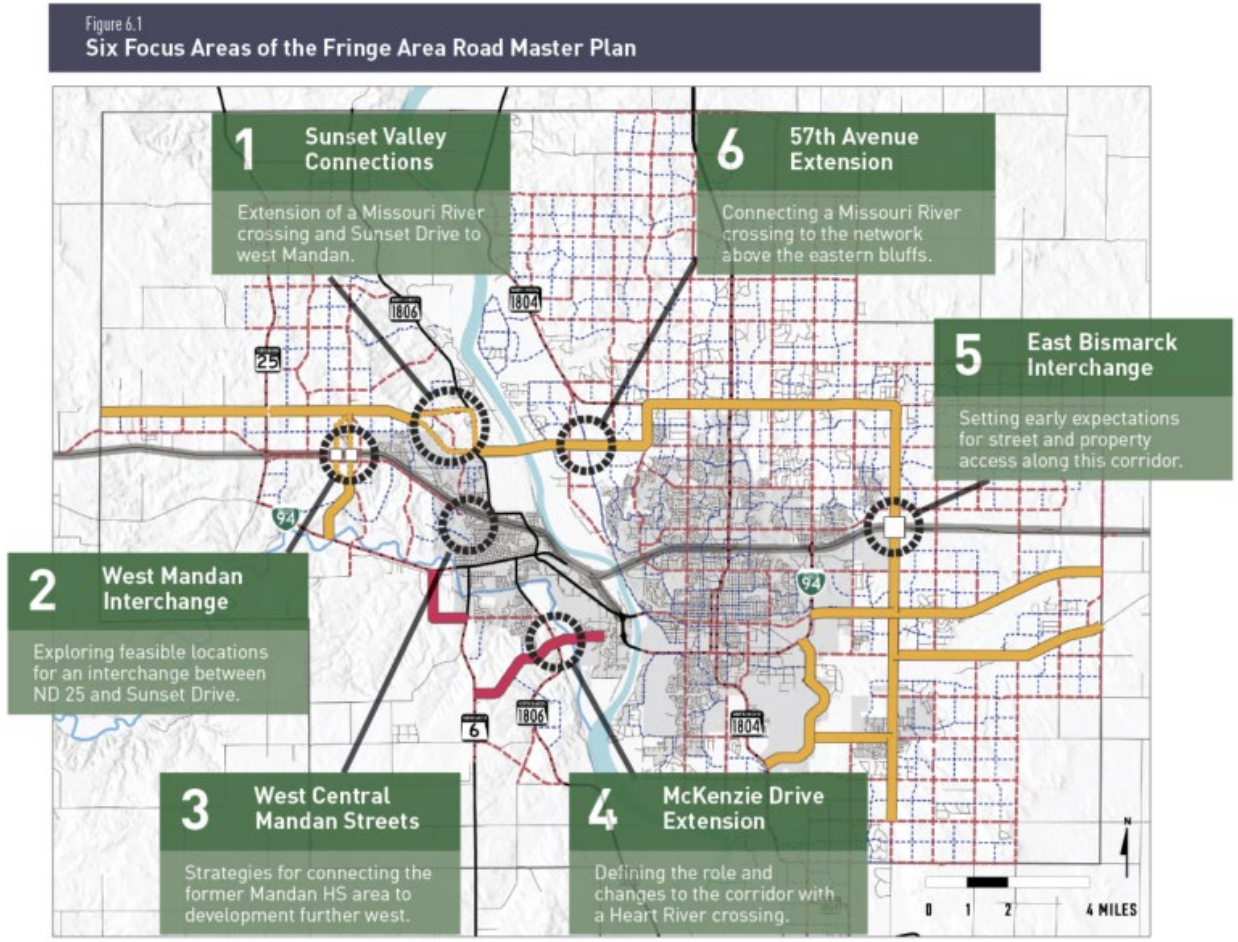
Key Findings of the FARMP Update

The decisions of one local government can affect opportunities for the region, especially on key connecting corridors.



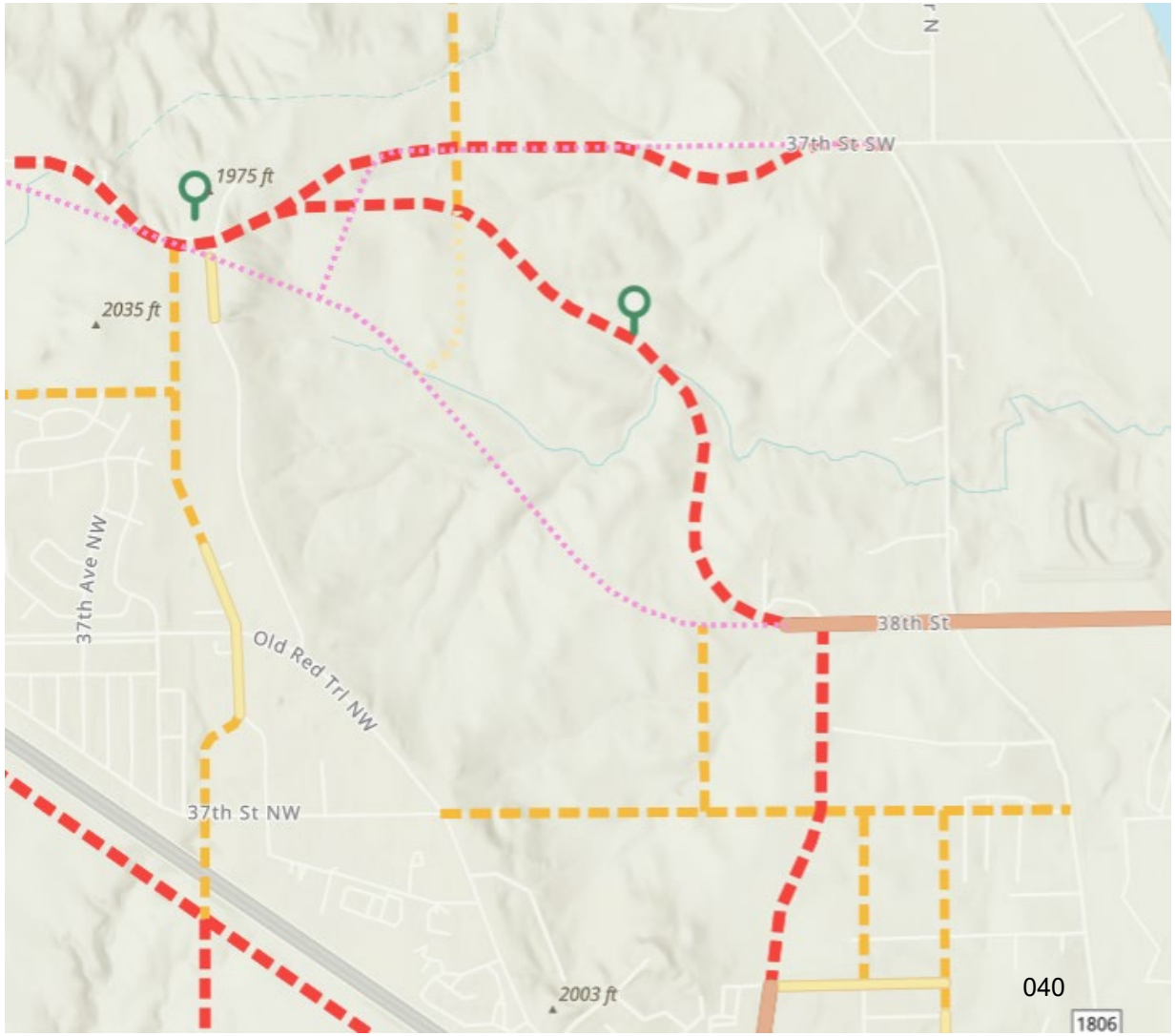
What is new about the FARMP in this update?

The FARMP looked in further depth at six locations throughout the region and offered concept ideas for navigating challenges in making connections.



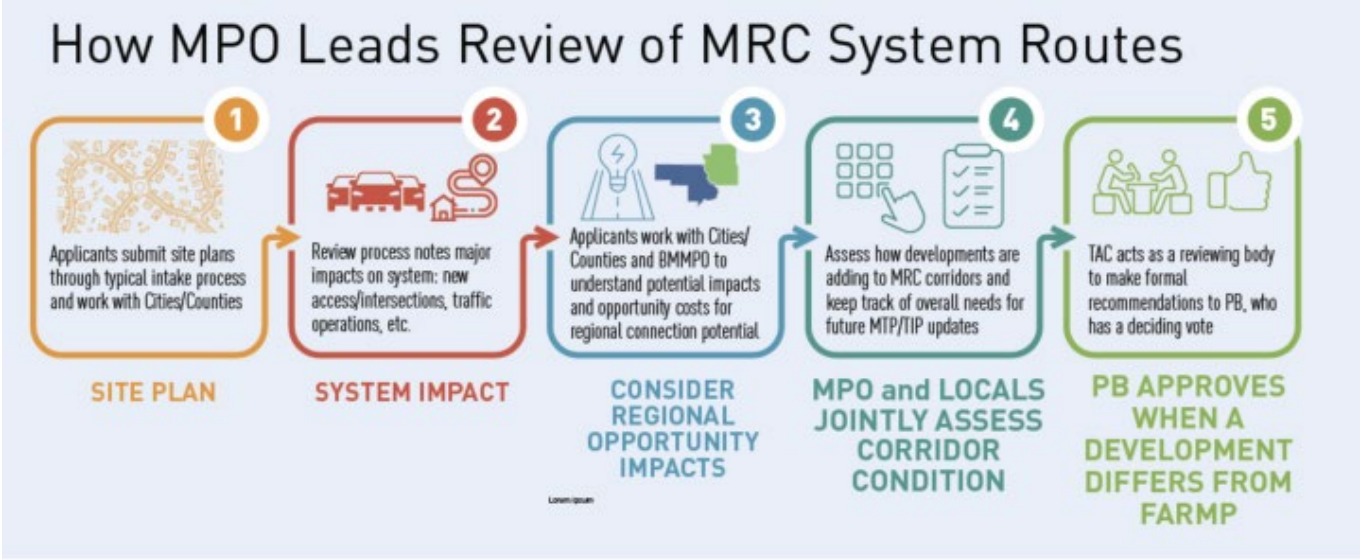
What is new about the FARMP in this update?

The Plan also updated the road network based on recent and current conversations about connection ideas.



What is new about the FARMP in this update?

The Plan designates a limited series of corridors of regional importance that would allow BMMPO's member jurisdictions to comment on development in certain conditions.



Is the FARMP still an important document?

Yes – the FARMP is still used and understood as a key tool for reserving right-of-way and making sure development adds to a connected roadway network.

How will the FARMP affect development?

The FARMP update has not changed how local governments review and approve development, and it does not give other organizations (like BMMPO) authority to do so.

Does the FARMP commit us to building any transportation projects?

No. Nothing shown in the FARMP is implemented until development occurs in that area.

What if a development wants to do something different than what is in the FARMP?

This occurs already, and will continue to do so. Developers work with the local government and amend the plan as appropriate.


FRINGE AREA ROAD
MASTER PLAN
FINAL PLAN PRESENTATION
FOR MEMBER JURISDICTIONS OF THE BISMARCK-MANDAN MPO
OCTOBER 2026
Bismarck·Mandan
METROPOLITAN PLANNING ORGANIZATION
BOLTON & MENK
Real People. Real Solutions.
Google Earth

ITEM

9

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

Request for County Board Action

DATE: **October 5, 2026**

TO: **Mark Splonskowski**
County Auditor

FROM: **Daniel L. Schriock**
County Engineer

RE: **Authorization to advertise for bids.**

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

ACTION REQUESTED:
Authorize the proper County officials to advertise for bids for two new tractors.

BACKGROUND:
As part of the approved 2027 Burleigh County Budget, the Highway Department has requested the purchase of one new mower tractor to replace one of our older high hour units. The new unit will replace a 2004 Challenger Unit #16-02. The existing unit will be sold under public auction at a later date. Due to lead times on this type of equipment we would like to start the advertising process; however, we will not receive or pay for the new tractor until next year.

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

PROPOSED RESOLUTIONS:
THEREFORE BE IT RESOLVED: That the County Auditor and the County Engineer are hereby authorized to advertise for bids for one new mower tractor.

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

Request for County Board Action

DATE: **October 5, 2026**

TO: **Mark Splonskowski**
County Auditor

FROM: **Daniel Schriock**
County Engineer

RE: **Authorization to advertise for bids**

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

ACTION REQUESTED:
Authorize the proper County officials to advertise for bids for three new motor graders.

BACKGROUND:
As part of the approved 2027 Burleigh County Budget, the Highway Department has requested the purchase of three new motor graders. We wish to purchase the motor graders under a 5 year - total cost bid with a guaranteed repurchase price at the end of this period. In order to get the new motor graders in place before end of the year increases, we would like to start the process. At this time, we would like to start the advertising process; however, we will not receive or pay for the new motor graders until next year.

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

PROPOSED RESOLUTIONS:
THEREFORE BE IT RESOLVED: That the County Auditor and the County Engineer are hereby authorized to advertise for bids for three new motor graders under a 5 year - total cost bid with a guaranteed repurchase price at the end of this period.

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

Request for County Board Action

DATE: **October 5, 2026**

TO: **Mark Splonskowski**
County Auditor

FROM: **Daniel Schriock**
County Engineer

RE: **Salary Variance**

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

ACTION REQUESTED:
Authorize the proper County officials to make salary changes.

BACKGROUND:
Maintaining competitive wages is essential for attracting and retaining qualified employees in the Highway Department. Currently the Highway Department has been having issues recruiting employees at a Grade 5, Step 5 for our Highway Maintenance worker II positions and have been advertising wages up to a Grade 5, Step 8.

The Highway Department currently has 2 employees that were hired at a Grade 5 Step 5 on our current grade and step system. In order to prevent pay compression we would like a variance for these employees to move their pay to a step 8. This will help us remain competitive with other entities in the area and prevent pay compression with any new hires that are hired at a higher rate.

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

PROPOSED RESOLUTION:
THEREFORE BE IT RESOLVED: That the Human Resource Director is hereby directed to make the required changes to the existing payroll system to change two of our current Highway Maintenance Worker II positions from a Grade 5, Step 5 to a Grade 5, Step 8 and to allocate funding from the Road and Bridge fund to cover the change.

ITEM

10

BURLEIGH COUNTY SHERIFF'S DEPARTMENT

KELLY LEBEN
SHERIFF

Request for County Commission Action

Date: September 22, 2026

To: Mark Splonskowski
Burleigh County Auditor

From: Kelly Leben
Burleigh County Sheriff

Re: 2026/2027 North Dakota Department Of Transportation Traffic Safety Grant

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

Action Requested:
Approve the 2026/2027 ND DOT Traffic Safety Grant. The grant is available for review in the Burleigh County Auditor's Office.

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

Recommendation:
It is recommended that the County Commission approve the grant agreement.

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

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

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

Docusign Envelope ID: 5A41E9AE-2278-84BC-80D2-42A4AC0C8D54

MEMO: Ronald J. Henke
Director

FROM: Sheila Kitzan
Highway Safety Division

DATE: September 10, 2026

SUBJECT: Contract Explanation

The purpose of this subaward is to provide funding to Burleigh County to participate through its Burleigh County Sheriff's Department in the statewide law enforcement overtime programs.

The total subaward budget is $25,805.

The contact person is Sheila Kitzan (328-2402).

12/slk
Attachment

Docusign Envelope ID: 5A41E9AE-2278-84BC-80D2-42A4AC0C8D54

NDDOT SUBRECIPIENT Agreement No. 12261411
Project No. OP2705-05-00, SC2707-04-00,
ID2710-02-00, & DD2711-02-00

North Dakota Department of Transportation
HIGHWAY SAFETY DIVISION
FEDERAL SUBRECIPIENT AGREEMENT

FEDERAL AWARD AND SUBRECIPIENT INFORMATION

Subrecipient Name: Burleigh County
Subrecipient UEI No.: GERJXYLAHGN1
Applicant Agency: Burleigh County Sheriff's Department

ALN No.: 20.600, 20.616, and 20.608

Federal Agency Telephone: 720-963-3100
Federal Agency Email: NHTSA.region8@dot.gov

AWARD NAME: Click it or Ticket & Speed Enforcement
FAIN No.: 69A37525300004020ND0

FAIN No.: 69A3752630SUP4020ND0

FAIN No.: 69A37526300004020ND0

AWARD NAME: Alcohol Enforcement
FAIN No.: 69A37525300001640NDA

FAIN No.: 69A37526300001640NDA

AWARD NAME: Distracted Driving Enforcement
FAIN No.: 69A3752530000405ENDA

FAIN No.: 69A3752530SUP405ENDA

FAIN No.: 69A3752530000405ENDL

FAIN No.: 69A3752530SUP405ENDL

Budget Start Date: October 1, 2026
Performance Start Date: October 1, 2026
Indirect Cost Rate: N/A

NDDOT Awarding Official: Karin Mongeon, Highway Safety Division Director
Telephone: (701)328-4434
Email: kamongeon@nd.gov

ALN Title: State and Community Highway Safety, National Priority Safety Programs, Minimum Penalties for Repeat Offenders for Driving While Intoxicated

Awarding Federal Agency: National Highway Traffic Safety Administration
Federal Agency Contact Information: Gina Espinosa-Salcedo

Federal Award Date: November 25, 2024
Total Federal Award Amount: $2,867,025.00

Federal Award Date: December 1, 2025
Total Federal Award Amount: $150,000.00

Federal Award Date: January 12, 2026
Total Federal Award Amount: $2,923,275.00

Federal Award Date: May 14, 2025
Total Federal Award Amount: $942,876.00

Federal Award Date: March 30, 2026
Total Federal Award Amount: $954,077.00

Federal Award Date: November 25, 2024
Total Federal Award Amount: $241,290.63

Federal Award Date: November 25, 2024
Total Federal Award Amount: $15,761.89

Federal Award Date: November 25, 2024
Total Federal Award Amount: $219,712.94

Federal Award Date: November 25, 2024
Total Federal Award Amount: $19,903.75

Budget End Date: September 30, 2027
Performance End Date: September 30, 2027
Research & Development Award: No

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

This Subrecipient Agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck,

North Dakota 58505-0700, and Burleigh County - participating through its Burleigh County Sheriff's Department, hereinafter referred to as the Subrecipient, whose address is 514 East Thayer Avenue, Bismarck North Dakota 58502-1416.

WHEREAS, NDDOT has been delegated the responsibility to administer the state's Triennial Highway Safety Plan as authorized in Section 54-07-05 of the North Dakota Century Code; and

WHEREAS, the Subrecipient requests participation in the state's Annual Grant Application which is part of the state's Triennial Highway Safety Plan;

THEREFORE, in consideration of the mutual promises herein set forth, NDDOT and the Subrecipient agree:

Section 1: The Subrecipient shall perform the project(s) set forth in Appendix A, a copy of which is attached hereto and made a part hereof.

Section 2: The Subrecipient shall comply with the provisions of Appendix B, a copy of which is attached hereto and made a part hereof.

Section 3: Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this contract.

Section 4: The term of this Subrecipient Agreement shall begin October 1, 2026, and shall end September 30, 2027.

Section 5 – Reimbursement: NDDOT shall reimburse the Subrecipient for costs incurred under the terms of this subrecipient agreement, not to exceed $25,805. Reimbursement of all costs under this Subrecipient Agreement are contingent on federal participation. Expenses incurred by the Subrecipient for travel, meals, and lodging, shall be reimbursed according to applicable state rates. Allowable costs are covered under 2 CFR Part 200. All requests for reimbursement must be submitted to NDDOT within 45 days of the termination date of this contract.

Section 6: Equipment acquired under this contract for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Subrecipient; or the Subrecipient, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference: 23 CFR 1200.31 and 2 CFR Part 200)

Section 7: The Subrecipient agrees to cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this contract. The Subrecipient shall comply with requirements of 49 CFR Part 26.

Section 8: The Subrecipient shall ensure that no qualified individual with a disability, as defined in 29 USC 794 and 49 CFR Part 27 shall, solely by reason of this disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives benefits from the assistance under this contract.

Section 9: Grants or services that generate revenues as a result of funding through the National Highway Traffic Safety Administration (NHTSA) must comply with 2 CFR 200.307.

Section 10: The Subrecipient certifies that it will comply with the retention and access requirements for records established by 2 CFR Part 200. The required records and documentation relating to the grant and/or subaward shall be retained for a minimum of three years after the starting date of the retention period as defined in 2 CFR

Part 200. The NHTSA and NDDOT or their authorized representative shall have the right of access to any books, documents, papers, or other records of grantees, Subrecipients, or second-tier subrecipients, which are pertinent to the grant and/or subrecipient agreement, in order to make audits, examinations, excerpts and transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

Section 11: The Subrecipient will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.

Section 12: The Subrecipient must have a seat belt use policy, a drug and alcohol driving policy, a distracted driving/texting policy, and a payroll and compensation policy in place before requesting reimbursement for any work completed under this contract. The NDDOT's Highway Safety Division's program managers will locate and review the policies during scheduled on-site monitoring visits, if applicable. Absence of any policy may result in the NDDOT withholding payment until said policy is in place.

All personnel who work under this contract are required to wear seat belts and obey traffic laws while on official business of this project.

Section 13 – Termination:

a. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice in writing or delivered by certified mail or in person.
b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Subrecipient, or at such later date as may be established by NDDOT, under any of the following conditions:
    i. NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
    ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
    iii. If any license or certificate required by law or regulation to be held by the Subrecipient to provide the services required by the contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract under (i), (ii), or (iii) above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

c. NDDOT, by written notice to the Subrecipient, may terminate the whole or any part of this contract:
    i. If the Subrecipient fails to provide services called for by this contract within the time specified herein or any extension thereof; or
    ii. If the Subrecipient fails to perform any of the other provisions of this contract or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

Section 13: Subrecipient may not assign or otherwise transfer or delegate any right or duty without NDDOT's express written consent, provided, however, that Subrecipient may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Subrecipient Agreement, whether by merger, reorganization, operation of law, or otherwise. Should Assignee be a business or entity with whom NDDOT is prohibited from conducting business, NDDOT shall have the right to terminate in accordance with the Termination for Cause section of this Subrecipient Agreement.

Subrecipient may enter subcontracts provided any subcontract acknowledges the binding nature of this Subrecipient Agreement and incorporates this Subrecipient Agreement, including any attachments.

Subrecipient is solely responsible for the performance of any second-tier subrecipient with whom Subrecipient contracts. Subrecipient does not have authority to contract for, or incur obligations, on behalf of NDDOT.

Section 14: The Subrecipient agrees that NDDOT and NHTSA, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this contract. The Subrecipient agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. The Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interview of any employees who might reasonably have information related to such records. Further, the Subrecipient agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this contract.

Audits must be in accordance with 2 CFR Part 200, Subpart F. The Subrecipient shall submit copies of audits covering the term of this Subrecipient Agreement to NDDOT. This requirement is applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and nonprofit businesses.

Entities that spend less than $1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- All entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process.
- All entities must complete the Single Audit Certification Form
- All entities must provide a Schedule of Expenditures of Federal Awards (SEFA).

Section 14: Federal agencies and NDDOT shall review and approve the negotiated indirect cost rate, unless there is a federal statute that states otherwise, or a federal agency head has made other approved provisions. Any rate approved by a federal agency, or a cognizant agency must be approved by NDDOT.
If the Subrecipient does not have a federally negotiated indirect cost rate, the NDDOT can either:

- negotiate an indirect rate with the Subrecipient
- allow the de minimis 15% flat rate (the de minimis rate, is not applicable in certain cases (200.414(f); Appendix VII.D.1.B).) This rate may be used indefinitely, until the Subrecipient seeks to formally negotiate a rate. If the de minimis rate is used, the NDDOT does not need to review and approve.

Section 15: The NDDOT shall conduct pre-award risk assessments of applicants prior to issuing a subrecipient agreement. The Subrecipient shall conduct risk assessments of their second-tier subrecipients either before or after making the award to determine the appropriate level of monitoring. The Subrecipient shall document its procedures for assessing risk and have them available upon NDDOT request.

Section 16: As part of the monitoring process, NDDOT will:

1. Conduct an Annual Compliance Review
2. Review audit reports and determine how material any audit findings are in the audit reports and whether they pose an increased risk to subrecipient's abilities to comply and carry out their Statements of Work.
3. Provide ongoing training and technical assistance on program-related areas.

The NDDOT reserves the right to increase monitoring during the Subrecipient Agreement period based on periodical review of audit reports, audit findings, compliance review findings, federal reports, and reimbursement requests.

Section 17: The Federal awarding agency or pass-through entity and Subrecipient will comply with CFR §200.344 closeout requirements. The NDDOT is responsible for closing out the contract when it determines that all applicable administrative actions and all required work have been completed and the Subrecipient Agreement has reached its period of performance end date. The Subrecipient shall submit, no later than 90 calendar days after the period of performance end-date of this Subrecipient Agreement, all financial, performance and other reports as required by the terms and conditions of this Subrecipient Agreement.

Section 18 – Whistleblower Protections and Employee Notification:

a. Protections – The Subrecipient shall comply with the whistleblower protections and requirements established under 41 U.S.C. § 4712, which prohibits discrimination or retaliation against any employee who discloses information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract or grant.
b. Notification – The Subrecipient must inform its employees in writing of the rights and remedies available to them under 41 U.S.C. § 4712. This notification must be provided in the predominant native language of the workforce.
c. Flow-Down – The Subrecipient shall insert the substance of this clause, including this paragraph (c), in all lower-tier subcontracts and subrecipient agreements funded by this Federal award.

Section 19: Under the North Dakota public records law and subject to the Confidentiality clause of this Subrecipient Agreement, certain records may be open to the public upon request.

Public records may include: (a) records NDDOT receives from Subrecipient under this Subrecipient Agreement, (b) records obtained by either Party under this Subrecipient Agreement, and (c) records generated by either Party under this Subrecipient Agreement.

Subrecipient agrees to contact NDDOT immediately upon receiving a request for information under the public records law and to comply with NDDOT's instructions on how to respond to such request.

Section 20: No official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

Section 21: All work products, and copyrights of the contract which result from this contract are the exclusive property of NDDOT, with an unlimited license for use by the federal government and its assignees without charge.

Section 22: The Risk Management Appendix, attached, is hereby incorporated into and made a part of this contract.

Section 23: All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as previously set forth.

Section 24: The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

Section 25: The failure of the state to enforce any provisions of this Subrecipient Agreement shall not constitute a waiver by the state of that or any other provision.

Section 26: This contract constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. The Subrecipient, by the signature below of its authorized representative, hereby acknowledges that the Subrecipient has read this contract, understands it, and agrees to be bound by its terms and conditions.

Section 27: The Subrecipient is advised that his or her signature on this Subrecipient Agreement certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

Section 28: Subrecipients under the Federal award must certify to the pass-through entity whenever applying for funds, requesting payment, and submitting financial reports.

Section 29: Subrecipient must submit receipts/invoices with each voucher submission.

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

SUBRECIPIENT:

NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

To be signed by **Owner; Partner; Corp. Pres., Vice Pres.,** or **other authorized Corp. Officer**. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

M

SIGNATURE

DATE

APPROVED as to substance by:

HIGHWAY SAFETY DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

CLA 16870 (Div. 12)
L.D. Approved 7-17-89; 9-26

DocuSign Envelope ID: 5A41E9AE-2278-84BC-80D2-42A4AC0C8D54

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Docusign Envelope ID: 5A41E9AE-2278-84BC-80D2-42A4AC0C8D54

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- National origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Docusign Envelope ID: 5A41E9AE-2276-84BC-80D2-42A4AC0C8D54

Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:
Parties: **State** – State of North Dakota, its agencies, officers and employees
Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

1) **Commercial general liability** and **automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **$500,000 per person and $2,000,000 per occurrence**. The minimum limits of liability required of the State are **$500,000 per person and $2,000,000 per occurrence.**
2) **Workers compensation** insurance meeting all statutory limits.
3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are $500,000 per person and $2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual,* section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 6-26

NDDOT
North Dakota
Department of Transportation

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AGREEMENT FOR PARTICIPATION IN THE NORTH DAKOTA HIGHWAY SAFETY PLAN

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Attachment 1 – Enforcement Overtime Calendar for FFY 2027

BACKGROUND

The North Dakota Department of Transportation's (NDDOT) Highway Safety Division administers the North Dakota Vision Zero initiative to reduce motor vehicle crash fatalities and serious injuries to zero. The Highway Safety Division receives and provides **STATE** and **FEDERAL** funding to local entities to assist the NDDOT to achieve the traffic safety goals identified in the Vision Zero Plan and the Triennial Highway Safety Plan. This subaward will assist in achieving the following plan goals to:

- Decrease the number of alcohol and/or drug related crashes.
- Decrease the number of speed related crashes.
- Decrease the number of distracted driving related crashes.
- Increase seat belt use to decrease the severity of injuries and trauma sustained in crashes.
- Increase the public's knowledge and understanding of roadway safety and strategies.

The purpose of this subaward is to provide funding to **Burleigh County** (hereinafter referred to as the SUBRECIPIENT) to participate, through its **Burleigh County Sheriff's Department**, in the statewide enforcement programs listed below:

OCCUPANT PROTECTION (OP) ENFORCEMENT SCOPE OF WORK

PROJECT NO. OP2705-05-00

The *Click It or Ticket (CIOT)* enforcement campaign exists to increase occupant protection (OP) use for both adults and children through heightened enforcement of OP laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and increase OP use.

Participating law enforcement agencies are required to work overtime during scheduled CIOT campaigns to achieve high visibility within their jurisdictions to deter motorists from driving or riding in a motor vehicle without the appropriate use of an OP device (i.e., seat belt or child passenger safety seat).

The SUBRECIPIENT may **only** work during the scheduled CIOT enforcement periods as identified in Attachment 1. The SUBRECIPIENT may not work outside the scheduled periods.

During each identified enforcement period, the SUBRECIPIENT must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of unbelted serious injury and fatal crashes is greatest. When possible, the Highway Safety Division will coordinate with the SUBRECIPIENT to determine these locations based on North Dakota (ND) crash data.

- Issue Citations – ***not warnings*** – for failure or improper use of an OP device. This is to assure the integrity of the *CIOT* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility on driving behaviors and safety measures.

- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).

- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*

- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."

- Work with other area law enforcement, within the region, to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the *CIOT* enforcement period.

IMPAIRED DRIVING (ID) ENFORCEMENT SCOPE OF WORK

PROJECT NO. ID2710-02-00

The *Drive Sober or Get Pulled Over (DSOGPO)* enforcement campaign exists to deter impaired driving (ID) through heightened enforcement of ID laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior.

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The SUBRECIPIENT is required to work during the scheduled ID enforcement periods as outlined in Attachment 1. The SUBRECIPIENT may conduct additional enforcement activity beyond the required regional calendar events within their jurisdiction, if the budget allows, and if the SUBRECIPIENT can justify the purpose of additional enforcement. The SUBRECIPIENT must notify the Highway Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each identified enforcement period of the subaward, the SUBRECIPIENT must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per enforcement period, except for the National Labor Day *Drive Sober or Get Pulled Over* campaign.
- Conduct a minimum of four shifts (no minimum number of hours per shift) during the dates identified as the National Labor Day *Drive Sober or Get Pulled Over* campaign.
- Ensure that officers working the ID grant have been SFST (Standardized Field Sobriety Testing) certified and have attended a SFST refresher or ARIDE course at least once every three years. The SUBRECIPIENT must provide verification of the completed training upon request by the Highway Safety Division for each officer conducting overtime enforcement through the subaward.
- Determine the best enforcement strategy (e.g., sobriety checkpoints vs. saturation patrols, time of day, locations, etc.) that will most effectively deter ID within the SUBRECIPIENT's jurisdiction. Data indicates this would typically be at night on weekends and holidays, or during special community events justifying the need for additional traffic enforcement. Some jurisdictions may have varying times based on demographics (e.g., college communities).
- Conduct high visibility enforcement within corridors and times where the occurrence of injury and death from ID is greatest. When possible, the Highway Safety Division will coordinate with the SUBRECIPIENT to determine these locations based on ND crash data.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement, within the region, to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the ID enforcement period.

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DISTRACTED DRIVING (DD) ENFORCEMENT OF WORK

PROJECT NO. DD2711-02-00

The distracted driving (DD) enforcement campaign exists to decrease the use of handheld electronic devices and other activities that are a distraction or cause inattentiveness by the driver through heightened enforcement of DD laws in the state. The campaign's success is built upon the strategy that education, along with heightened and consistent enforcement, is an effective means to change driver behavior and decrease crashes caused by driver distraction.

Participating law enforcement agencies are required to work overtime during scheduled DD campaigns to achieve heightened enforcement within their jurisdictions by enforcing the ban on all cell phone use by minors (under the age of 18) and activities by all drivers which cause inattentiveness resulting in traffic violations.

The SUBRECIPIENT is required to work during the scheduled DD enforcement periods as identified in Attachment 1. The SUBRECIPIENT may conduct additional enforcement activity beyond the required events within their jurisdiction, if the budget allows, and if the SUBRECIPIENT can justify the purpose of additional enforcement. The SUBRECIPIENT must notify the Highway Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each identified enforcement period, the SUBRECIPIENT must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per DD enforcement period.
- Determine the best enforcement strategy that will efficiently use available resources and conduct heightened enforcement within corridors and at times where the occurrence of DD and electronic device usage is most prevalent.
- Issue Citations – ***not warnings*** – when observing a driver violating North Dakota's DD law. This is to assure the integrity of the *Put the Phone Away or Pay* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility for their driving behaviors.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement, within the region, to conduct multi-agency enforcement efforts to maximize the heightened enforcement of DD laws during the enforcement period.

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SPEED (SC) ENFORCEMENT SCOPE OF WORK

PROJECT NO. SC2707-04-00

The speed (SC) enforcement campaign exists to decrease speed violations through heightened enforcement of speeding laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and decrease excessive speed.

Participating law enforcement agencies are required to work overtime during scheduled Speed campaigns to achieve high visibility within their jurisdictions to deter motorists from driving above the posted speed limits.

The SUBRECIPIENT may **only** work during the scheduled Speed enforcement periods as identified in Attachment 1. The SUBRECIPIENT may not work outside the scheduled period.

During each identified enforcement period, the SUBRECIPIENT must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of highest number of speed-related serious injury and fatal crashes is greatest. When possible, the Highway Safety Division will coordinate with the SUBRECIPIENT to determine these locations based on North Dakota (ND) crash data.

- Issue Citations – ***not warnings*** – for driving above the posted speed limits. This is to assure the integrity of the *Speeding Slows You Down* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility in driving behaviors and safety measures.

- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).

- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*

- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."

- Work with other area law enforcement, within the region, to conduct multi-agency enforcement efforts to maximize the heightened enforcement of speeding laws during the enforcement period.

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REPORTING AND AUDIT REPORTING/ALL PROJECTS

Reporting

The SUBRECIPIENT must submit the enforcement logs and reimbursement voucher(s) to the Highway Safety Division per the schedule referenced in Attachment 1. Late reports may result in a delay in processing or a reduction in payment.

The SUBRECIPIENT must retain for a minimum of three years, copies of timesheets, payroll, agency work schedules, and any other supporting documentation.

An enforcement contact is defined as one traffic stop, which may include multiple enforcement actions with the occupants of a motor vehicle while conducting overtime enforcement under subaward with NDDOT.

Because the law enforcement overtime programs are statewide efforts, participation by each contracted entity is critical to the success of the campaigns. If the SUBRECIPIENT is unable to fulfill any portion of the contractual scope of work, they must contact the Highway Safety Division immediately.

Audit Reporting

A non-federal entity that expends $1,000,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200, Subpart F.

Entities that spend less than $1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- All entities receiving **FEDERAL FUNDS** through **NDDOT** shall certify whether a Single Audit has been completed as part of the annual **Federal** award process.
- **ALL** entities must complete the Single Audit Certification Form.
- All entities must provide a Schedule of Expenditures of Federal Awards (SEFA).

NDDOT RESPONSIBILITIES, REIMBURSEMENT, AND OTHER REQUIREMENTS/ALL PROJECTS

NDDOT Responsibilities

This Scope of Work will be monitored by the Highway Safety Division Program Manager. Oversight will include, but will not be limited to, desktop and on-site monitoring of program finances, operations, and performance. This will include identification and written notification of issues and/or concerns that could significantly affect the program's performance and outcomes to agents of the contracting agency in the community.

Based on **federal grant requirements**, the Highway Safety Division may revise the enforcement dates shown in Attachment 1. The SUBRECIPIENT will be notified by email and will receive a revised Attachment 1 that will identify the revised enforcement dates and due dates of enforcement logs and reimbursement vouchers.

Reimbursement

This subrecipient agreement will reimburse allowable expenses up to each project's total budget for costs incurred through completion of the scope of work and/or at the direction of the program manager. The Highway Safety Division reserves the right to deny payment for unallowable expenses identified in the applicable cost principles.

Overtime wages will be reimbursed at the agency-approved overtime rate and mileage, if applicable, will be reimbursed at the state-approved rate.

At the close of the state fiscal year, which is June 30, enforcement logs and reimbursement vouchers must be submitted no later than July 15 for any services or purchases that took place on or before June 30. Vouchers received after July 15 may not be reimbursed.

The final reports/vouchers for all projects are due no later than November 14, 2027. ***Vouchers received after November 14, 2027, will not be reimbursed.***

Other Requirements

In accordance with 23 CFR Part 1300 Appendix C, the SUBRECIPIENT, as a representative of its political subdivision, requests the benefit of the NDDOT Highway Safety Division coordination of paid media and marketing to capitalize on the high visibility enforcement and education model necessary to change driver behavior. The NDDOT Highway Safety Division will coordinate paid and earned media statewide to complement the enforcement initiative outlined in this project agreement. The outreach may include the following: TV spots, radio spots, online ads, billboards, print ads, press releases, posters, flyers, and/or outreach events. These efforts will include local jurisdictions and will be coordinated statewide. By signing the subaward, the SUBRECIPIENT signifies his/her understanding of the outreach component of the mobilization and approves the use of these educational techniques within his/her jurisdiction.

The SUBRECIPIENT is encouraged to follow the guidelines for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

The SUBRECIPIENT shall not use the funds for costs that constitute general expenses of government. Funds for programs and services provided through this grant are intended to supplement, **not supplant**, other state or local funding sources. For purposes of this agreement, general expenses of government are routine and/or existing state, local, or tribal expenditures necessary to carry out the basic responsibilities of government and may not be replaced with federal grant funds.

Written and verbal warnings are not encouraged under any of the grant programs.

The SUBRECIPIENT is encouraged to use the E-Citation module within TraCS Web while conducting overtime enforcement activities through NDDOT grant funded programs. The Highway Safety Division will monitor enforcement activities in TraCS. Upon request, those issuing paper citations or electronic citations in another program will be required to submit copies of citations to the Highway Safety Division.

BUDGETS

OCCUPANT PROTECTION (OP) ENFORCEMENT BUDGET

PROJECT NO. OP2705-05-00 / ALN No. 20.600

DIRECT COSTS		
Overtime wages		$ 6,710
Mileage		$ 300
PROJECT TOTAL		$ 7,010
Participation		
Federal	100%	$ 7,010
State	-	
Local	-	

IMPAIRED DRIVING (ID) ENFORCEMENT BUDGET

PROJECT NO. ID2710-02-00 / ALN NO. 20.608

DIRECT COSTS		
Overtime wages		$ 7,865
Mileage		$ 750
PROJECT TOTAL		$ 8,615
Participation		
Federal	100%	$ 8,615
State	-	
Local	-	

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DISTRACTED DRIVING (DD) ENFORCEMENT BUDGET

PROJECT NO. DD2711-02-00 / ALN NO. 20.616

DIRECT COSTS		
Overtime wages		$ 3,080
Mileage		$ 300
PROJECT TOTAL		$ 3,380
Participation		
Federal	100%	$3,380
State	-	
Local	-	

SPEED (SC) ENFORCEMENT BUDGET

PROJECT NO. SC2707-04-00 / ALN NO. 20.600

DIRECT COSTS		
Overtime wages		$ 6,500
Mileage		$ 300
PROJECT TOTAL		$ 6,800
Participation		
Federal	100%	$ 6,800
State	-	
Local	-	

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OCCUPANT PROTECTION (OP) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
November 1 – December 15, 2026	12/20/2026	1/31/2027
*May 1 – June 6, 2027	6/11/2027	**6/30/2027**

***Special Campaign Note**: The National **"Click It or Ticket" (CIOT)** Enforcement Campaign runs **May 17 – June 6, 2027.** North Dakota will begin seatbelt enforcement on May 1, 2027, allowing for additional weeks of High Visibility Enforcement before and during the national campaign.

Special Note
June 30th marks the end of the state fiscal year. It is essential that all reimbursement vouchers are submitted by this date. Late submissions may not be eligible for reimbursement.

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

SUBRECIPIENT may not work any other dates outside occupant protection campaign.

Please refer to the Subrecipient Agreement for the full Scope of Work.

VISION ZERO
Zero fatalities. Zero excuses.

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IMPAIRED DRIVING (ID) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
*December 16, 2026 – January 31, 2027	2/5/2027	3/15/2027
March 1 – March 31, 2027	4/5/2027	5/15/2027
****August 13 – September 5, 2027**	9/10/2027	10/15/2027

*December 16, 2026 – January 1, 2027, is the National "Drive Sober or Get Pulled Over" (DSOGPO) Campaign. ND extends the enforcement campaign until January 31, 2027.

August 13– September 5, 2027, is the National "Drive Sober or Get Pulled Over" Campaign. **This DSOGPO campaign requires a minimum of four (4) shifts to be worked.

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

Please refer to the Subrecipient Agreement for the full Scope of Work.

VISION ZERO

Zero fatalities. Zero excuses.

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SPEED (SP) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
July 1 – July 31, 2027	8/5/2027	9/15/2027

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

SUBRECIPIENT may not work any other dates outside the speed enforcement campaign.

Please refer to the Subrecipient Agreement for the full Scope of Work.

VISION ZERO

Zero fatalities. Zero excuses.

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DISTRACTED DRIVING (DD) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
*April 1 – 30, 2027	5/5/2027	6/15/2027
September 1 – 30, 2027	10/5/2027	10/31/2027

*April 1 – 30, 2027 coincides with the National Distracted Driving Awareness Month campaign.

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

Please refer to the Subrecipient Agreement for the full Scope of Work.

VISION ZERO

Zero fatalities. Zero excuses.

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Title 23 —Highways

Chapter III —National Highway Traffic Safety Administration, Department of Transportation

Part 1300 —Uniform Procedures for State Highway Safety Grant Programs

Authority: 23 U.S.C. 402; 23 U.S.C. 405; Sec. 1906, Pub. L. 109-59, 119 Stat. 1468, as amended by Sec. 25024, Pub. L. 117-58,

135 Stat. 879; delegation of authority at 49 CFR 1.95.

Source: 88 FR 7804, Feb. 6, 2023, unless otherwise noted.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants

[*Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.*]

State: **North Dakota** Fiscal Year: **2027**

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

General Requirements

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;

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- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Intergovernmental Review of Federal Programs

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

Federal Funding Accountability and Transparency Act (FFATA)

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting,* August 27, 2010, (*https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf*) by reporting to *FSRS.gov* for each sub-grant awarded;

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- Unique entity identifier (generated by *SAM.gov*);
- The names and total compensation of the five most highly compensated officers of the entity if:

I. the entity in the preceding fiscal year received—

   a. 80 percent or more of its annual gross revenues in Federal awards;

   b. $25,000,000 or more in annual gross revenues from Federal awards; and

II. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

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a. Other relevant information specified by OMB guidance.

Nondiscrimination (Applies to Subrecipients as Well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);*
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973,* (23 U.S.C. 324 *et seq.*), *and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987,* (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

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The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

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"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A)[1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

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[1] *Available at https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/non_disc_pr/media/dot_order_1050_2A_standard_dot_title_vi_assurances.pdf*.

b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

The Drug-Free Workplace Act of 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

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1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
    a. The dangers of drug abuse in the workplace;
    b. The grantee's policy of maintaining a drug-free workplace;
    c. Any available drug counseling, rehabilitation, and employee assistance programs;
    d. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    e. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
3. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    a. Abide by the terms of the statement;
    b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
4. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
5. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    a. Taking appropriate personnel action against such an employee, up to and including termination;
    b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

Political Activity (Hatch Act) (Applies to Subrecipients as Well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Certification Regarding Federal Lobbying (Applies to Subrecipients as Well as States)

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Restriction on State Lobbying (Applies to Subrecipients as Well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

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Certification Regarding Debarment and Suspension (Applies to Subrecipients as Well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

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7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

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a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are

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defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended,debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Buy America (Applies to Subrecipients as Well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Certification on Conflict of Interest (Applies to Subrecipients as Well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

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a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
    a. terminate the award, or
    b. determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award.
4. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or

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action can have an economic or other impact on the interests of a regulated or affected organization.

Prohibition on Using Grant Funds To Check for Helmet Usage (Applies to Subrecipients as Well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Policy on Seat Belt Use

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

Policy on Banning Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Section 402 Requirements

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.

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2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and on behalf of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(1)(E))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:

    - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
        - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
        - Increase use of seat belts by occupants of motor vehicles;
    - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
    - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;

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- Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
- Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands.(23 U.S.C. 402(b)(1)(F))

7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

DocuSigned by:
Ron Henke
2A3326B55C844FD...

7/31/2026

Signature Governor's Representative for Highway Safety **Date**

Ron Henke

Printed name of Governor's Representative for Highway Safety

[88 FR 7804, Feb. 6, 2023, as amended at 90 FR 31593, July 15, 2025]

Certificate Of Completion

Envelope Id: 5A41E9AE-2278-84BC-80D2-42A4AC0C8D54
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Signatures: 0
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Envelope Originator:
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Holder: Sheila Kitzan
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Location: DocuSign

Signer Events

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Carahsoft OBO North Dakota Department of Transportation CLOUD
Security Level: Email, Account Authentication (None), Authentication

Authentication Details
SMS Auth:
Transaction: dd92f518-30c7-48b3-94b2-37585a53b89e
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
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Signature



Signature Adoption: Pre-selected Style
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Signed: 9/18/2026 11:29:27 AM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Karin Mongeon
kamongeon@nd.gov
Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Signer Events	Signature	Timestamp
Clint Morgenstern cdmorgenstern@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Robin R. Rehborg rrehborg@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Laureen M. Martin lmartin@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Sheila Kitzan skitzan@nd.gov North Dakota Highway Patrol Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	VIEWED Using IP Address: 2001:4930:c800:4103::2c82	Sent: 9/18/2026 8:38:15 AM Viewed: 9/18/2026 9:44:26 AM Completed: 9/18/2026 9:46:08 AM

Agent Delivery Events	Status	Timestamp
Tracy Nelson tnelson@burleighsd.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 9/18/2026 11:29:32 AM Viewed: 9/21/2026 10:31:44 AM

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Sheila Kitzan skitzan@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
DOT Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
DOT Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kelly Aberle kaberle@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/18/2026 8:38:15 AM
Envelope Updated	Security Checked	9/18/2026 9:46:08 AM
Envelope Updated	Security Checked	9/18/2026 9:46:08 AM
Envelope Updated	Security Checked	9/18/2026 9:46:08 AM
Envelope Updated	Security Checked	9/18/2026 9:46:09 AM
Envelope Updated	Security Checked	9/18/2026 9:46:09 AM

Payment Events	Status	Timestamps

ITEM

11

Burleigh County
Finance/Treasurer Department

221 N 5th St
Bismarck, ND 58501
(701) 712-8353

DATE: October 1, 2026

TO: Burleigh County Commission

FROM: Taylor Schmidt, Finance Director

RE: Eide Bailly Update – Policies

BACKGROUND

The Finance Department recently reviewed Eide Bailly's financial policy gap analysis. The review looked at the County's current financial policies and procedures and identified areas where policies/procedures should be added or updated. The gap analysis is complete, and Eide Bailly is waiting for direction on which areas the County would like to work on first.

Eide Bailly ranked the different areas by priority. Cash management was identified as the highest priority. Other areas identified for earlier attention included accounting and financial reporting, accounts receivable and collections, budget management, conflict of interest, debt management, grant management, and procurement. Finance recommends starting with cash handling and development of a comprehensive accounting manual. Both will affect multiple departments and will require input outside of Finance.

As drafts are developed, input may be needed from the County Commission, department heads, Human Resources, or other affected offices. Final policies will be brought to the County Commission for approval.

RECOMMENDATION

No formal action is requested. Finance welcomes Commission feedback on priorities and the level of Commission involvement during the drafting process.

Burleigh County
Finance/Treasurer Department

221 N 5th St
Bismarck, ND 58501
(701) 712-8353

DATE: October 1, 2026

TO: Burleigh County Commission

FROM: Taylor Schmidt, Finance Director

RE: Innova Homes Abatement

BACKGROUND
On 09/22/2026 the City of Bismarck Commission denied the attached abatement requests from Innova Homes for 2025. Innova Homes is requesting an abatement of penalties resulting from late payment of property taxes.

The following facts are documented:

- Innova Homes purchased these properties from Bismarck Parks on July 3, 2025.
- Innova Homes was entered as the owner in the County system on July 8, 2025
- Burleigh County mailed Innova Homes letters on July 8, 2025, explaining that the parcels will be subject to taxes for six months of 2025.
- The 2025 tax statements were generated on December 12, 2025
- Because these parcels remained associated with Bismarck Parks in the County's multi-parcel, statements were mailed to the prior owner.
- On December 31, 2025, Innova Homes transferred three of the properties to new owners. At that time payment of the 2025 taxes was not required to complete the transfers.
- On July 28, 2026, Innova Homes returned to transfer the parcels again. Because the taxes were then required to be paid, County staff provided the payoff amount and Innova Homes raised the concerns described in its attached statement.

Innova Homes states that it made multiple attempts to pay the taxes between December 30, 2025, and July 28, 2026. The County does not document all taxpayer interactions and therefore cannot verify those contacts or what information may have been provided by staff. There has been staff turnover, and no current staff member recalls an interaction with Innova Homes in early 2026.

RECOMMENDATION
The Finance Department recommends denial of the abatement applications.

ATTACHMENTS
1. Innova Homes Abatement Documentation

Bismarck
ADMINISTRATION

September 24, 2026

Board of County Commissioners
County of Burleigh
PO Box 5518
Bismarck, ND 58506-5518

ATTN: Auditor/Treasurer/Mark Splonskowski,

On September 22, 2026, the Board of City Commissioners met and based on recommendations from the City Assessing Division, denied the following tax abatement applications, but recommended that the requests go before the Bismarck-Burleigh Commissions Committee.

Applications for abatement for 2025

Property Owner — Innova Homes LLC — Millie Kaufmann
Property Address — 1935 N 26th St.
Property ID - 2060-001-015

Property Owner — Innova Homes LLC — Millie Kaufmann
Property Address — 2011 N 26th St.
Property ID - 2060-001-020

Property Owner — Innova Homes LLC — Millie Kaufmann
Property Address — 2013 N 26th St.
Property ID - 2060-001-025

Property Owner — Innova Homes LLC — Millie Kaufmann
Property Address — 2019 N 26th St.
Property ID - 2060-001-030

Please see attached information. The Board of City Commissioners recommends concurrence of the Board of County Commissioners.

Sincerely,

Jason Tomanek
City Administrator
City of Bismarck

cc: Ryan Skor, Director of Finance

Finance Department

DATE: September 22, 2026

FROM: Ryan Skor, Finance Director

ITEM: Application for Abatement

REQUEST:
Consider the request by the Finance Department for consideration of the applications for abatement submitted by Innova Homes LLC for the 2025 assessment year.

BACKGROUND INFORMATION:
Property Owner — Innova Homes LLC — Millie Kaufmann
Property Address — 1935 N 26th St.
Property ID - 2060-001-015

Property Owner — Innova Homes LLC — Millie Kaufmann
Property Address — 2011 N 26th St.
Property ID - 2060-001-020

Property Owner — Innova Homes LLC — Millie Kaufmann
Property Address — 2013 N 26th St.
Property ID - 2060-001-025

Property Owner — Innova Homes LLC — Millie Kaufmann
Property Address — 2019 N 26th St.
Property ID - 2060-001-030

The above applications for abatement were submitted by Millie Kaufmann of Innova Homes LLC for the 2025 assessment year.

Innova Homes LLC requests that penalties of late payment be abated because they were not notified of the tax amount due prior to the application of the penalties. Please see the attached applications for abatement with a statement of special circumstances provided by Innova Homes LLC, a request to add omitted value to the county from the city, and notice of add omit hearing from the county to Innova Homes LLC, and property record sheets.

The properties were purchased by Innova Homes LLC on July 3, 2025, from the Bismarck Park District. Since the parcels were purchased from a tax-exempt entity, the assessing division sent a request to the Burleigh County Auditor on July 7, 2025, to notify the property owner that the

parcels would be taxable for 6 months. Burliegh County scheduled the add omit hearing for July 23, 2025. No one attended the hearing to contest the valuations being added for the 2025 assessment.

RECOMMENDED CITY COMMISSION ACTION:
The Assessing Division recommends denial of the abatement applications based on the inability to abate penalties for late payments on taxes or special assessments as requested.

STAFF CONTACT INFORMATION:
Allison Jensen, City Assessor, 701-355-1621, ajensen@bismarcknd.gov

ATTACHMENTS:
1. Abatement applications and supporting documentation

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota **Assessment District** _____

County of BURLEIGH **Property I.D. No.** 2060-001-015

Name INNOVA HOMES LLC - MILLIE KAUFMANN **Telephone No.** (701) 400-1248

Address 5421 ONYX DRIVE BISMARCK ND 58503

Legal description of the property involved in this application:

HAY CREEK PARK ADDITION BLOCK: 1 LOT 4

Total true and full value of the property described above for the year 2025 **is:**

Land $ 28,000

Improvements $ 0

Total $ 28,000 (1)

Total true and full value of the property described above for the year 2025 **should be:**

Land $ 28,000

Improvements $ 0

Total $ 28,000 (2)

The difference of $ 0.00 **true and full value between (1) and (2) above is due to the following reason(s):**

- ☐ 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- ☐ 2. Residential or commercial property's true and full value exceeds the market value
- ☐ 3. Error in property description, entering the description, or extending the tax
- ☐ 4. Nonexisting improvement assessed
- ☐ 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- ☐ 6. Duplicate assessment
- ☐ 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- ☐ 8. Error in noting payment of taxes, taxes erroneously paid
- ☐ 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- ☑ 10. Other (explain) REQUESTING ABATEMENT OF $426.51 PENALTIES ON TAXES AND SPECIALS

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: $_____ Date of purchase: _____
   Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
   Was there personal property involved in the purchase price? _____ (yes/no) Estimated value: $_____
2. Has the property been offered for sale on the open market? _____ (yes/no). If yes, how long? _____
   Asking price: $_____ Terms of sale: _____
3. The property was independently appraised: _____ (yes/no) Purpose of appraisal: _____
   _____ Market value estimate: $_____
   Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is $_____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that pursuant to N.D.C.C 57-23-04, the penalties be abated because errors in the identifying entry or description of the property and the extensi of the tax resulted in an inequitable or unjust penalty.

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) Date Signature of Applicant 9/7/24 Date

24775
(2-2016)

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of Bismarck City Commission

On September 22, 2026, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be Denied

Dated this 22 day of September, 2026

City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from $ _____ to $ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of $ _____. The Board accepts $ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. _____

Dated _____, _____

County Auditor

Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor

Date

Application For Abatement Or Refund Of Taxes

Name of Applicant Innova Homes LLC

County Auditor's File No. 26-344

Date Application Was Filed With The County Auditor 9/8/26

Date County Auditor Mailed Application to Township Clerk or City Auditor _____ (must be within five business days of filing date)

Mark Splonskowski HW

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota **Assessment District** _____

County of BURLEIGH **Property I.D. No.** 2060-001-020

Name INNOVA HOMES LLC - MILLIE KAUFMANN **Telephone No.** (701) 400-1248

Address 5421 ONYX DRIVE BISMARCK ND 58503

Legal description of the property involved in this application:

HAY CREEK PARK ADDITION BLOCK: 1 LOT 5

Total true and full value of the property described above for the year 2025 **is:**

Land $ 28,000

Improvements $ 0

Total $ 28,000 (1)

Total true and full value of the property described above for the year 2025 **should be:**

Land $ 28,000

Improvements $ 0

Total $ 28,000 (2)

The difference of $ 0.00 **true and full value between (1) and (2) above is due to the following reason(s):**

- ☐ 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- ☐ 2. Residential or commercial property's true and full value exceeds the market value
- ☐ 3. Error in property description, entering the description, or extending the tax
- ☐ 4. Nonexisting improvement assessed
- ☐ 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- ☐ 6. Duplicate assessment
- ☐ 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- ☐ 8. Error in noting payment of taxes, taxes erroneously paid
- ☐ 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- ☑ 10. Other (explain) REQUESTING ABATEMENT OF $426.51 PENALTIES ON TAXES AND SPECIALS

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: $_____ Date of purchase: _____
   Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
   Was there personal property involved in the purchase price? _____ (yes/no) Estimated value: $_____
2. Has the property been offered for sale on the open market? _____ (yes/no). If yes, how long? _____
   Asking price: $_____ Terms of sale: _____
3. The property was independently appraised: _____ (yes/no) Purpose of appraisal: _____
   _____ Market value estimate: $_____
   Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is $_____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that Pursuant to N.D.C.C. 57-23-04, the penalties be abated because err in the identifying entry or description of the property and the extension of tl tax resulted in an inequitable or unjust penalty.

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) Date Signature of Applicant 9/7/26 Date

24775
(2-2016)

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of Bismarck City Commission

On September 22, 2026, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be Denied

Dated this 22 day of September, 2026

City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from $ _____ to $ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of $ _____. The Board accepts $ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. _____

Dated _____, _____

County Auditor

Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor

Date

Application For Abatement Or Refund Of Taxes

Name of Applicant Innovia Homes LLC

County Auditor's File No. 26-345

Date Application Was Filed With The County Auditor 9/8/26

Date County Auditor Mailed Application to Township Clerk or City Auditor _____ (must be within five business days of filing date)

Mara Splansteen
ttw

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota **Assessment District** _____

County of BURLEIGH **Property I.D. No.** 2060-001-025

Name INNOVA HOMES LLC - MILLIE KAUFMANN **Telephone No.** (701) 400-1248

Address 5421 ONYX DRIVE BISMARCK ND 58503

Legal description of the property involved in this application:

HAY CREEK PARK ADDITION BLOCK: 1 LOT 6

Total true and full value of the property described above for the year 2025 **is:**

Land $ 28,000

Improvements $ 0

Total $ 28,000 (1)

Total true and full value of the property described above for the year 2025 **should be:**

Land $ 28,000

Improvements $ 0

Total $ 28,000 (2)

The difference of $ 0.00 **true and full value between (1) and (2) above is due to the following reason(s):**

- ☐ 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- ☐ 2. Residential or commercial property's true and full value exceeds the market value
- ☐ 3. Error in property description, entering the description, or extending the tax
- ☐ 4. Nonexisting improvement assessed
- ☐ 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- ☐ 6. Duplicate assessment
- ☐ 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- ☐ 8. Error in noting payment of taxes, taxes erroneously paid
- ☐ 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- ☑ 10. Other (explain) REQUESTING ABATEMENT OF $426.51 PENALTIES ON TAXES AND SPECIALS

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: $_____ Date of purchase: _____
   Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
   Was there personal property involved in the purchase price? _____ (yes/no) Estimated value: $_____
2. Has the property been offered for sale on the open market? _____ (yes/no). If yes, how long? _____
   Asking price: $_____ Terms of sale: _____
3. The property was independently appraised: _____ (yes/no) Purpose of appraisal: _____
   _____ Market value estimate: $_____
   Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is $_____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that pursuant to N.D.C.C 57-23-04, the penalties be abated because errors in the identifying entry or description of the property and the extension of the tax resulted in an inequitable or unjust penalty.

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) Date Signature of Applicant 9/7/26 Date

24775
(2-2016)

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of Bismarck City Commission

On September 22, 2026, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be Denied

Dated this 22 day of September, 2026

City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from $ _____ to $ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of $ _____. The Board accepts $ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. _____

Dated _____, _____

County Auditor

Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
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I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor

Date

Application For Abatement Or Refund Of Taxes

Name of Applicant Innova Homes LLC

County Auditor's File No. 26-346

Date Application Was Filed With The County Auditor 9/8/26

Date County Auditor Mailed Application to Township Clerk or City Auditor (must be within five business days of filing date) Maria Splinskowski

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota **Assessment District** _____

County of BURLEIGH **Property I.D. No.** 2060-001-030

Name INNOVA HOMES LLC - MILLIE KAUFMANN **Telephone No.** (701) 400-1248

Address 5421 ONYX DRIVE BISMARCK ND 58503

Legal description of the property involved in this application:

HAY CREEK PARK ADDITION BLOCK: 1 LOT 7

Total true and full value of the property described above for the year 2025 **is:**

Land	$ 28,000
Improvements	$ 0
Total	$ 28,000 (1)

Total true and full value of the property described above for the year 2025 **should be:**

Land	$ 28,000
Improvements	$ 0
Total	$ 28,000 (2)

The difference of $ 0.00 **true and full value between (1) and (2) above is due to the following reason(s):**

- ☐ 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- ☐ 2. Residential or commercial property's true and full value exceeds the market value
- ☐ 3. Error in property description, entering the description, or extending the tax
- ☐ 4. Nonexisting improvement assessed
- ☐ 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- ☐ 6. Duplicate assessment
- ☐ 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- ☐ 8. Error in noting payment of taxes, taxes erroneously paid
- ☐ 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- ☑ 10. Other (explain) REQUESTING ABATEMENT OF $426.51 PENALTIES ON TAXES AND SPECIALS

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1. Purchase price of property: $_____ Date of purchase: _____
   Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
   Was there personal property involved in the purchase price? _____ (yes/no) Estimated value: $_____
2. Has the property been offered for sale on the open market? _____ (yes/no). If yes, how long? _____
   Asking price: $_____ Terms of sale: _____
3. The property was independently appraised: _____ (yes/no) Purpose of appraisal: _____
   _____ Market value estimate: $_____
   Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is $_____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that pursuant to N.D.C.C. 57-23-04, the penalties be abated because errors in the identifying entry or description of the property and the extension of the tax resulted in an inequitable or unjust penalt

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant)	Date	Signature of Applicant	Date
			9/7/26

24775
(2-2016)

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of Bismarck City Commission

On September 22, 2026, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be Denied

Dated this 22 day of September, 2026.

City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from $ _____ to $ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of $ _____. The Board accepts $ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. _____

Dated _____, _____

County Auditor

Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor

Date

Application For Abatement Or Refund Of Taxes

Name of Applicant Innova Homes LLC

County Auditor's File No. 26-347

Date Application Was Filed With The County Auditor 9/8/26

Date County Auditor Mailed Application to Township Clerk or City Auditor _____ (must be within five business days of filing date)

Made Splinterska ftw

STATEMENT OF SPECIAL CIRCUMSTANCES

Request for Abatement of 2025 Property Tax Penalties

Property ID Numbers:
2060-001-025 2060-001-015 2060-001-030 2060-001-020

Tax Year: 2025

Penalties Assessed: $426.51 per parcel / **$1,706.04 total**

I respectfully submit this statement in support of my Application for Abatement of the penalties assessed on the 2025 property taxes for the above-referenced properties.

This matter did not result from a failure or unwillingness to pay. I made repeated, good-faith efforts to determine the amount due and timely satisfy my 2025 property tax obligations.

Because I had not received the expected year-end tax statements, I personally went to the Burleigh County Tax/Recorder's Office on **December 30, 2025, and again on December 31, 2025**, specifically requesting the amount of 2025 taxes due. I also made multiple telephone inquiries to obtain the correct information. Despite these efforts, I was unable to obtain the amount necessary to make payment. The issue involved the four properties being maintained as part of a **multiparcel account and not being properly separated**, which prevented the appropriate tax information from being provided and made it difficult to determine the correct amount due.

After continuing to pursue the matter, I returned to the office in person, where an employee was able to identify the account issue and determine the amounts due. The 2025 property taxes were subsequently **paid in full on July 28, 2026.**

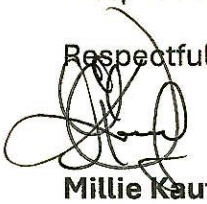
The resulting penalties total **$1,706.04**, or **$426.51 per parcel**. I respectfully request that these penalties be abated because they resulted from circumstances beyond my control despite my repeated efforts to obtain the correct information before the payment deadline.

Accordingly, I request consideration under **N.D.C.C. § 57-23-04**, including the statutory grounds concerning errors in the identifying entry or description of property or the extension of the tax and circumstances resulting in an inequitable or unjust assessment.

I am **not disputing the underlying 2025 property tax liability**, which has been paid in full. I am requesting only that the **$1,706.04 in penalties** be abated in recognition of the administrative issue with the multiparcel account, my repeated good-faith efforts to comply, and the circumstances that prevented me from obtaining the correct amount due before the deadline.

I respectfully request that the County and appropriate taxing authorities grant the requested abatement.

Respectfully submitted,



Millie Kaufman
701-400-1248

ITEM

12

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

burleighcobuilding@nd.gov
701-221-3727

To: Burleigh County Commission.

Re: Recommendations from the September meeting of County Planning Commission

Date: 9-29-2026

From: Mitch Flanagan, Burleigh County Planning Director. MF

ITEM 1 | Aberle Park Zone Change

Legal Description: Aberle Park Subdivision, in the NE ¼ of Section 29, T139N, R79W

Property Address: 2810 158th St. NE Menoken Township

A request to Burleigh County regarding the zone change for a single lot in Aberle Park Subdivision which is 38.25 acres. A commercial storage area is proposed on the site, which is a permitted use in an I – Industrial zone. Surrounding land uses are A – Agricultural, C-Commercial and I – Industrial. The zoning change proposal from C-Commercial to I-Industrial was submitted on July 23, 2026. County staff has reviewed the zone change and have no concerns.

- A SWMP Waiver was not required
- A paving waiver was not required
- Lot size: 38.25 acres
- The Planning Commission recommended approval by vote of 8-0.

ACTION REQUESTED

Based on supporting documents and findings of the Planning Commission, it is recommended to approve the Aberle Park Zone Change

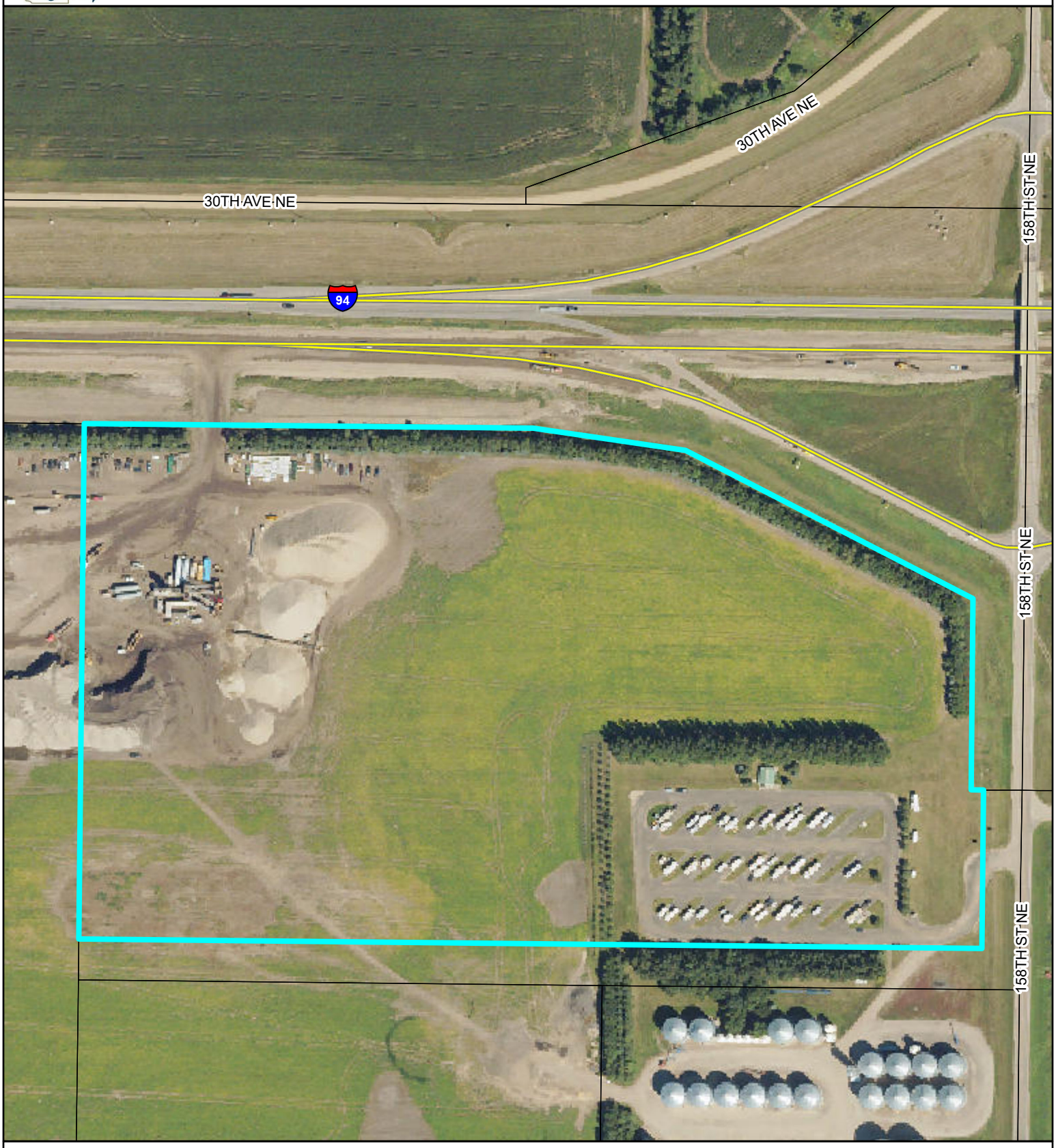
Attachments: Ex. 1 2810 Site Location
Ex. 2 Zoning Location

BURLEIGH COUNTY, NORTH DAKOTA

2810 Site Location

N

9/28/2026



PARCEL ID: 33-139-78-66-00-010 **OWNER:** ABERLE, JANICE & ABERLE, RONALD D & DAWN **ACRES:** 38.25

SITE ADDRESS: 2810 NE 158TH ST

MAIL ADDRESS: %ABERLE, RONALD D & DAWN 2300 158TH ST NE, MENOKEN, ND 58558-9644

LEGAL: ABERLE PARK Block 00 LOT 1 518558 801821

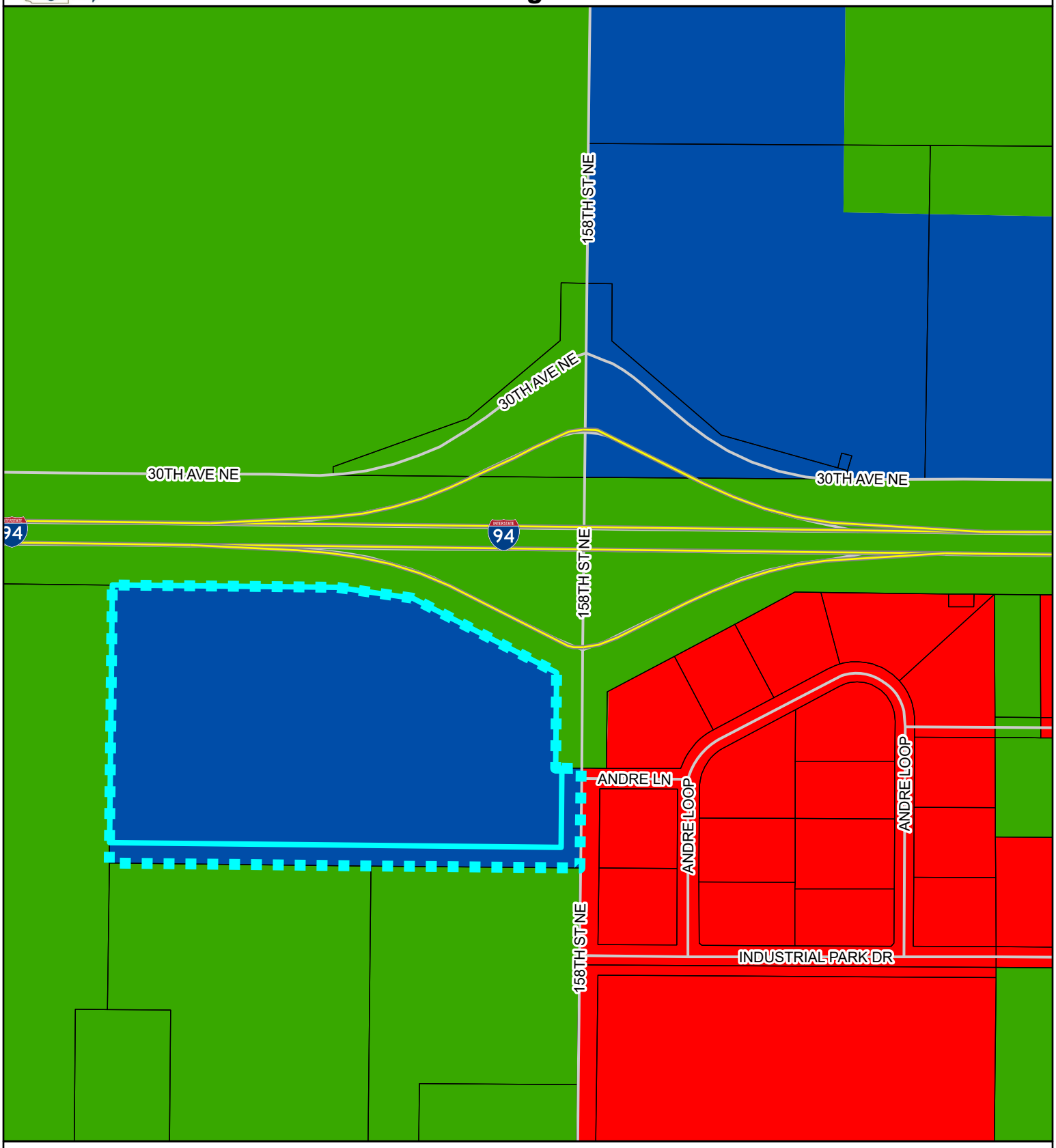
Map created from Burleigh County's web mapping application. This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.

BURLEIGH COUNTY, NORTH DAKOTA

Ex.2 Zoning Location

N

9/30/2026



PARCEL ID: 33-139-78-66-00-010 **OWNER:** ABERLE, JANICE & ABERLE, RONALD D & DAWN **ACRES:** 38.25

SITE ADDRESS: 2810 NE 158TH ST

MAIL ADDRESS: %ABERLE, RONALD D & DAWN 2300 158TH ST NE, MENOKEN, ND 58558-9644

LEGAL: ABERLE PARK Block 00 LOT 1 518558 801821

Map created from Burleigh County's web mapping application. This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.

ITEM

13

Addenda item for October 5th, 2026 Meeting

Subject: Kimball Bottoms asphalt removal

Description: I was informed that all of the permits needed were obtained as of 9-28-26. Houston Engineering is moving forward with calculating an estimate of cost and will start the seeking qualified contractors that can perform the work.
Once that is completed, we will request Burleigh County Commission to approve the cost of the project.

As a reminder, the Corp of Engineers is requiring that work to be completed in 2026. It is our responsibility as per the lease that we signed with the Corp.

Action needed: None