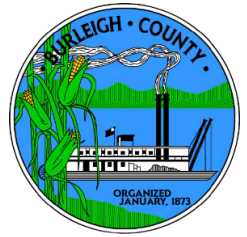




Lincoln, Fort Rice, Riverview, Florence Lake, Burnt Creek, Canfield, Lyman, & Phoenix
Unorganized Townships



Burleigh County Commission Meeting Agenda

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

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

August 3rd, 2026

5:00 P.M.

Invocation and Pledge of Allegiance presented by Chaplain.

COUNTY WEED BOARD

1. Meeting called to order.
2. Roll call of members.
3. Approval of Agenda.
4. Consideration of May 18th, 2026 meeting minutes. (Page 3)
5. **PUBLIC COMMENT.** *Restricted to Burleigh County residents and landowners.*
6. County Weed Officer Johnson: (Page 4)
 - a. Midseason update.
7. Other Business.
8. Adjourn.

COUNTY PARK BOARD

1. Meeting called to order.
2. Roll call of members.
3. Approval of Agenda.
4. Consideration of July 6, 2026, meeting minutes. (Page 6)
5. **PUBLIC COMMENT.** *Restricted to Burleigh County residents and landowners.*
7. Commissioner Munson: (Page 7)
 - a. Discussion on formation of a new Park Board.
 - b. Kimball Bottoms asphalt removal.
 - c. Kimball Bottoms grant approval.
 - d. Kiefel boat ramp vault toilet damage.
8. Other Business.
9. Adjourn.

COUNTY COMMISSION

1. Meeting called to order.
2. Roll call of members.
3. Approval of Agenda.
4. Consideration of July 20, 2026, meeting minutes and bills. (Page 30)
5. **PUBLIC COMMENT.** *Restricted to Burleigh County residents and landowners.*
6. Consent Agenda: (Page 33)
 - a. Abatements.
 - b. Special event permits.
 - c. Raffle Permits.
 - d. 2026 Q2 Treasurer's Report.
 - e. 2nd access request.
7. City Planning and zoning discussion.
8. Commission continued items:
 - a. 2027 preliminary budget discussion.
9. Other Business.
10. Adjourn.

The next regularly scheduled Commission meeting will be on August 17, 2026.

Mark Splonskowski
Burleigh County Auditor

COUNTY

WEED

BOARD

**BURLEIGH COUNTY WEED BOARD
MEETING MINUTES
MAY 18TH, 2026**

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

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

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

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

Motion by Comm. Munson, 2nd by Comm. Bitner to approve the December 1st, 2025 meeting minutes. Commissioners Bitner, Munson, Schwab, and Chairman Bakken voted 'AYE'. ***Motion carried.***

Chairman Bakken opened the meeting to public comment.

- No comment was heard.

Chairman Bakken closed the public comment segment.

County Weed Officer Daron Johnson provided a detailed seasonal update regarding weed control operations and 2026 planning. Johnson reported that chemical sales began earlier than usual with warming soil temperatures increasing weed growth. He said the County will continue using its current herbicide program while rotating chemicals in future years to reduce resistance. Johnson stated that additional efforts include cattail management for roadway safety, new SpraySync technology, gravel pit inspections, and expanded vegetation management around County facilities. He noted that the County's chemical distribution center received a strong inspection report from the North Dakota Department of Agriculture and that additional biocontrol beetles were ordered for local landowners. Johnson thanked County personnel for their dedication and support.

No other business was heard.

Meeting adjourned.

5:15 PM

Mark Splonskowski, Auditor

Steve Bakken, Chairman

ITEM

6

BCWB Midseason Update

August 3, 2026

Time: 5:00 pm

Location: Tom Baker Meeting Room / County Building 221 N 5th St, Bismarck

- 1. Call meeting to order:**
- 2. Roll call of members:** Munson, Bitner, Woodcox, Schwab, Chair Bakken, Weed Officer Johnson Present.
- 3. Approval of Agenda:**
- 4. Consideration of last meeting minutes and bills.**

BCWB's Update

Chemical Sales, applications and Biochemical:

1. There has been good interest in chemical purchases and purchasers have had questions for me to answer so their applications have seen great results. I sold from April 30 thru June 25th know it's by appointments.
2. The contracted applications have been steady and a few landowners have had interest in fall applications on Leafy spurge.
3. Chemical applied On ROW's
 - a. Highnoon 20 oz per acre
 - b. Tordon 16 oz per acre
 - c. Liberate 64 oz per acre
4. In the next few weeks we will be applying E-2 herbicide to gravel pits and other areas that need weed control with this application. (forb's)
5. I purchased beetle's through Weed Busters in Montana and put them on interested landowner's property in Wing and north of Bismarck they were purchased at no expense to county through NDDA.
6. All townships have been applicated and we have just a few miles of ROW's for NDDOT to cover we will do applications in areas later this fall that show up.

Symposium:

The NDWCA will be having a symposium in Washburn on August 24th thru 26th this is held every other year this meeting covers several interesting topics and has speakers from different states I will be attending.

COUNTY PARK BOARD

**BURLEIGH COUNTY PARK BOARD
MEETING MINUTES
JULY 6TH, 2026**

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

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

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

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

Motion by Comm. Schwab, 2nd by Comm. Bakken to approve the June 15th, 2026 meeting minutes. Commissioners Bakken, Behm, Herman, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. ***Motion carried.***

Chairman Bitner opened the meeting to public comment.

- No public comment was heard.

Chairman Bitner closed the public comment segment.

Commissioner Schwab started a discussion on the state of a few of the County parks citing overflowing dumpsters and refuse filling the vault toilets. Mentions of bigger dumpsters and more frequent pickups was made. Discussion was had. No action taken.

Commissioner Schwab started a discussion on weed control at the Missouri Valley Complex. County Weed Officer Daron Johnson gave a summary of actions that had already been taken in managing the weeds at the complex as well as what would be done going forward. No action taken.

No other business was heard.

Meeting adjourned.

5:23 PM

Mark Splonskowski, Auditor

Brian Bitner, Chairman

ITEM

7

Addenda item for the June 15, 2026 Meeting

Action Requested: As the county continues to grow, we need to look at a new plan for the County Park Board.

Description: As I look at the County Park Board, I see many opportunities to change and grow.

- 1) I recommend that we combine the Park Board and the Missouri Valley Complex portfolios into one
- 2) I recommend creating a Park Board with 5 at large commissioners and 2 elected County Commissioners.
- 3) The Missouri Valley Complex will report directly to the Park Board, rather than the County Commission.
- 4) A Park Manager will need to be hired to run the operations of the combined Park operation.

I have prepared the 2027 budget accordingly

Action needed: I would only request that we place this information in your hands during the June meeting with a follow up meeting in July to approve or deny with recommendations.

Strategic Reorganization of the Burleigh County Park District: A Comprehensive Governance and Operational Transition Plan

The administrative evolution of the Burleigh County Park District represents a seminal shift in the regional management of public recreational assets. The Bismarck Parks and Recreation District (BPRD) acted as the primary operational agent for Burleigh County's park inventory through a series of cooperative agreements and joint powers frameworks. However, the formal decision by the BPRD Board of Park Commissioners on November 20, 2025, not to renew the management agreement with the Burleigh County Commission has fundamentally altered the landscape of local governance.¹ This conclusion of service, effective at the end of the 2025 calendar year, encompasses the management of all county boat ramps, county - owned parks, and the significant Missouri Valley Complex.¹ Consequently, the Burleigh County Commission is now tasked with the standalone reorganization of its park district, a process that necessitates a rigorous adherence to the North Dakota Century Code (NDCC), a strategic realignment of fiscal resources, and the establishment of an independent administrative infrastructure.

The necessity of this reorganization is punctuated by the termination of the joint powers agreement regarding the riverfront mill levy, an action initiated per Burleigh County's direction and finalized by the BPRD in December 2025.² This move signifies a broader trend toward administrative autonomy, allowing the county to tailor its recreational offerings to the specific needs of its constituency. The transition requires a sophisticated understanding of the legal authorities granted under NDCC Chapter 11-28 and 11-28.1, as well as the practical challenges of maintaining complex river access sites and specialized recreation areas like Kimball Bottoms.

Statutory Architecture and Governance Framework

The reorganization must first be anchored in the legal mandates provided by North Dakota law. NDCC Section 11-28-01 dictates the composition of the board of county park commissioners. The Burleigh County Park Board is structured as a seven-member body, integrating five elected county commissioners with two "lay" members who must be resident citizens of the county.⁴ This hybrid structure is designed to ensure that the policy -making body remains directly accountable to the electorate through the commissioners while benefiting from the specialized focus and community perspective of the appointed residents.

Under Section 11-28-02, the terms for these appointed members are fixed at three years, with a requirement that vacancies be filled by the board of county commissioners as soon as practicable.⁴ The internal organization of the board is equally regulated; within twenty days of appointment or personnel changes, the board must select a chairman and establish a meeting schedule.⁴ In Burleigh County, these meetings are typically held in conjunction with regular County Commission sessions at 5:00 PM on an as-needed basis in the Tom Baker Meeting Room.⁶

Park Board recommended changes for 2027.

Change the membership make up of 2 County Commissioners and 5 public members at large. Missouri Valley Complex committee to become a sub committee of the Park Board.

Mandatory Roles of County Officials

A critical element of the reorganization is the statutory integration of existing county offices into the park district's administrative function. This ensures fiscal and legal oversight without the immediate need for a parallel bureaucracy.

County Official	Statutory Role in Park District	Legal Authority
County Auditor	Serves as Secretary of the Park Board	NDCC 11-28-03 ⁴
County Treasurer	Serves as Treasurer and Custodian of Funds	NDCC 11-28-03 ⁴
State's Attorney	Acts as Legal Adviser and Prosecutor/Defender	NDCC 11-28-03 ⁴
County Commission	Appointing authority for lay members and mill levy oversight	NDCC 11-28-01, 11-28-06 ⁴

The requirement that park funds be maintained in a separate account by the county treasurer is a fundamental safeguard. ⁴ As the county transitions away from BPRD management, it must ensure that all previously shared revenues, are correctly accounted for and transferred into

this dedicated county fund.² This separation of funds prevents the diversion of park resources for general county purposes and maintains the transparency required for public audit.

Comprehensive Asset Inventory and Site - Specific Considerations

The Burleigh County park system is characterized by its focus on Missouri River access and large-scale rural recreation. This inventory is distinct from the neighborhood -park model of the city, requiring different maintenance equipment and expertise.

Boat Ramp and River Access Facilities

The county's boat ramps are arguably its most vital and labor-intensive assets. These facilities provide the primary public conduit to the Missouri River and Lake Oahe for residents and visitors.

- **Kniefel Landing (Burnt Boat):** Located near the Bismarck city limits, this site is a high-traffic river access point. Recent discussions have focused on the maintenance and operation of its fish cleaning station and the ongoing need for dredging to ensure navigability.⁸
- **Kimball Bottoms (The Desert):** This 400-acre site is a complex multi-use area featuring off-road vehicle (ORV) trails, primitive camping, and shoreline fishing.¹⁰ Management of this site requires coordination with the US Army Corps of Engineers (USACE), as it operates under federal shoreline management policies.¹¹
- **McLean Bottoms (Rifle Range):** Another significant river access point, often used by hunters and recreational boaters. Its proximity to other county and state lands necessitates clear boundary management.⁶
- **Steckel Park (Wilton):** Serves the northern portion of the county, providing essential water access for residents near the Wilton area.⁶

Dedicated Parks and Specialized Complexes

- **Driscoll Sibley Park:** A historic and community-oriented park that hosted a time capsule reveal in 2024, highlighting its role as a repository of local heritage.¹³ It features camping and picnic shelters that require seasonal staff for reservation management and cleaning.⁶
- **Missouri Valley Complex:** A versatile facility that includes community gardens and space for large-scale events like the Central Dakota Card Show.² The 2017 Master Plan for this complex remains the guiding document for its future development.⁶
- **Mitchell Lake (Wing):** Provides water-based recreation in the eastern part of the county,

requiring monitoring of water quality and habitat preservation. ⁶

- **Swenson Park:** Outdoor recreation area located at 62nd Ave. SE in Lincoln, ND, just east of the Bismarck area

Administrative and Personnel Infrastructure

Transitioning away from BPRD means the county can no longer rely on the city's specialized parks staff, from horticulturists to maintenance mechanics.

Future needs within the Park District will require a staff:

2026: Temporary Park Maintenance Tech (through July of 2026)

2026 / 2027: Hybrid Park Maintenance / Highway

2027:

Park District manager

Hybrid Park/Highway

2028: Addition of Full time Park Maintenance Tech

Regulatory Ordinances and Public Safety

One of the most immediate requirements of the reorganization is the adoption of a comprehensive set of park ordinances. Previously, BPRD ordinances were enforced by both park staff and the Burleigh County Sheriff.³⁰ The county must now draft its own rules that reflect the specific needs of its properties.

Key Areas for New Ordinances

- **Animal Control:** Current BPRD rules require animals to be on a leash no longer than six feet and mandate the cleanup of excrement.³¹ The county should adopt similar standards, particularly for high-density areas like Driscoll Sibley Park and McDowell Dam.¹⁰
- **Firearms and Projectiles:** BPRD generally prohibited the discharge of firearms in parks, with narrow exceptions for archery ranges or special deer reduction licenses.³⁰ Burleigh County's rural parks, such as McLean Bottoms, are often adjacent to hunting areas, requiring more nuanced ordinances that balance recreational safety with traditional land uses.⁶
- **Camping and Length of Stay:** To prevent semi-permanent residency in primitive areas like Kimball Bottoms, the county should maintain the 14-day limit within any 30-day period.⁶
- **Off-Highway Vehicles (OHVs):** The management of Kimball Bottoms (The Desert) is predicated on the regulation of OHVs. The county has already begun drafting a new OHV ordinance to address enforcement and signage.²⁴

Strategic Implementation Checklist for the Burleigh County Commission

This reorganization should be approached in four distinct phases, ensuring legal, financial, and operational readiness.

Phase 1: Institutional Foundation (Months 1 -3)

The focus of this phase is the formal establishment of the board and the legal framework.

- **Formal Resolution of Reorganization:** The Commission should pass a resolution citing NDCC 11-28 to officially assume all management duties previously delegated to BPRD.¹
- **Board Member Orientation:** Conduct training for the two lay members on their fiduciary duties and the open meeting laws under NDCC 44-04-20.⁴
- **Bylaw Adoption:** Establish regular meeting dates that do not conflict with other major county boards, ensuring the Auditor can fulfill the role of Secretary.⁴
- **Ordinance Drafting:** Task the State's Attorney with drafting a unified set of county park

ordinances, incorporating necessary OHV and river-access regulations.²⁴

- **Separate Account Activation:** Confirm the Treasurer has established the dedicated Park District Fund and that any trailing revenues from BPRD are deposited there.²

Phase 2: Administrative and Staffing Setup (Months 3 - 6)

This phase builds the internal capacity to manage the parks.

- **Finalize Staffing Plan:** Adopt the job descriptions for the Park District Manager Park Maintenance Technician.⁹
- **Equipment Acquisition:** Identify and purchase essential maintenance equipment. The 2026 preliminary budget includes the sale and purchase of equipment like Pickups, trailer, and Lawn mowers through the Highway Department, which may be shared with the Park District.²⁵
- **NDIRF Enrollment:** Complete the comprehensive liability and hazard survey for all county park sites to ensure uninterrupted insurance coverage.²⁶
- **Service Contract RFPs:** Issue bids for specialized services that the county may not yet have the capacity to perform, such as septic pumping for vault toilets or large -scale mowing.³³

Phase 3: Operational Transition and Site Management (Months 6 - 9)

This phase involves the physical takeover of the properties.

- **Lease/Permit Transfer:** Work with the USACE to ensure all management permits for Kimball Bottoms and other federal -interfaced lands are in the county's name.¹⁰
- **Facility Safety Audit:** Conduct a baseline inspection of all docks, ramps, and playground equipment to establish a prioritized maintenance schedule.²⁶

Phase 4: Long-term Strategic Planning (Months 9 - 12+)

The final phase looks toward the sustainable future of the district.

- **Mill Levy Evaluation:** Based on actual operational data from the first six months, determine the necessary mill levy for the 2027 fiscal year to maintain service levels without relying on reserves.⁴
- **Master Plan Update:** Re-evaluate the 2017 Missouri Valley Complex Master Plan to ensure it aligns with the county's independent vision.⁶
- **Grant Pipeline Development:** Establish a recurring schedule for applying for state grants like the Park District Facility Renovation Grant.³⁴
- **Community Engagement:** Initiate a regular series of public forums to solicit input on the direction of the county parks, ensuring the "lay" members act as a conduit for resident feedback.⁴

Inter -Departmental and Inter -Agency Cooperation

The success of a standalone county park district in a region with a lean administrative tradition relies heavily on cooperation. The reorganization should not seek to replicate BPRD's urban model but rather to forge a "Burleigh Model" that utilizes existing county strengths.

The Role of the Water Resource District

The Burleigh County Water Resource District is a crucial partner. Its jurisdictional boundaries match those of the county, and it already possesses regulatory authority over dams and watercourses.¹⁵ At McDowell Dam, the BCWRD has been the lead agency for major projects like the supplemental water supply from Apple Creek.¹⁴ The Park District should view the BCWRD not just as a landlord at McDowell Dam, but as a technical partner for all water-based recreation sites.

Cooperation with the Highway Department

The Highway Department is the county's most well-resourced operational entity. Its role in addressing Apple Creek erosion near Sibley Drive demonstrates its capacity for emergency infrastructure repair.³⁵ By formalizing a relationship where the Highway Department provides heavy equipment and engineering expertise for park roads and boat ramps, the Park District can remain "lean" while ensuring professional-grade maintenance.

Law Enforcement and the Sheriff's Office

With the cessation of BPRD enforcement, the Burleigh County Sheriff's Department becomes the primary law enforcement agency for the parks. The Commission should consider a dedicated "Parks Patrol" during peak season, particularly to manage the ORV activity at Kimball Bottoms.¹⁰ This requires a clear understanding of the park ordinances and the police powers granted under NDCC 11-28.1-01.³

The Future of the Missouri Valley Complex

The Missouri Valley Complex serves as the headquarters for several county functions and remains a focal point of the reorganization. The recent decision to approve the management of community gardens for 2026 as requested by the county suggests that this site will remain a hub of public-private partnership.²

The master planning committee for this complex includes representatives from the County Commission, the Park Board, and BPRD leadership, alongside stakeholders like the ND Game and Fish and the Junior/High School Rodeo.⁶ As the reorganization progresses, the county must ensure that these partnerships are preserved, even as the administrative lead shifts. The ongoing discussion regarding special assessments for Midwest Drive highlights the complexities of urban infrastructure development at the edge of the county's jurisdiction.³⁷

Strategic Insights into Regional Recreation Trends

The decision to reorganize occurs at a time of shifting recreational preferences. Data from McDowell Dam indicates a significant increase in vehicle traffic, with over 58,000 vehicles entering in 2020.¹⁴ This surge in outdoor activity, likely spurred by post-pandemic shifts in leisure behavior, places additional strain on primitive county facilities that were not designed for high-frequency use.

The "Desert" (Kimball Bottoms) similarly faces pressures from specialized recreation like OHV use. The county's ability to manage these high-impact uses through zoning, ordinances, and physical site improvements will determine the long-term viability of these areas. The feasibility study for Kimball Bottoms discussed in late 2025 will be a foundational document for the new Park Board as they balance access with environmental stewardship.⁸

Conclusion: A Vision for an Autonomous Burleigh County Park District

The transition of the Burleigh County Park District from a city -managed adjunct to an independent county entity is a complex but necessary undertaking. By adhering to the statutory requirements of NDCC 11 -28, the county ensures a governance structure that is both legally sound and democratically accountable. The use of reserve funds in the 2026 budget provides a fiscal cushion, allowing the board to build its administrative and maintenance capacity without immediate tax increases.

The reorganization plan outlined here provides a roadmap for the Commission to navigate the legal, financial, and operational challenges of this transition. By focusing on its unique river-based assets, leveraging the strengths of existing county departments like the Highway and Water Resource Districts, and establishing clear, enforceable ordinances, Burleigh County can create a park system that serves as a vital resource for its citizens. The move toward autonomy is not just a separation from the city district but an opportunity to refine and elevate the county's commitment to its rural heritage and the natural beauty of the Missouri River valley.

This reorganization marks the beginning of a new chapter in Burleigh County governance—one where the stewardship of public lands is held directly by those elected to lead the county, supported by a professional staff and a dedicated citizenry. The success of this model will serve as a testament to the county's ability to adapt to changing administrative realities while maintaining its core values of fiscal responsibility and service to the public. Through the careful execution of this plan, the Burleigh County Park District is poised to become a premier example of modern, effective county -level park management in the state of North Dakota.

July 27, 2026

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

Subject: Kimball Bottoms Asphalt Removal, Bismarck, North Dakota

On Thursday, July 23, 2026 Houston Engineering, Inc. met with the United State Army Corps of Engineers and Mark Splonskowski with Burleigh County for the Burleigh County Park Board's (BCPB) annual compliance inspection of Kimball Bottoms. Based on our discussions, we prepared this proposal based on work requested to be completed to remain in compliance with the agreement and included the following tasks and associated approximate fee.

Task #1 – Engineering Services Agreement (ESA)	No Charge
- Includes development of an Engineering Services Agreement (ESA) with BCPB . Attached to this letter are our standard rates and general terms and conditions that are part of the ESA. <i>Deliverable is the completed and signed ESA</i>	
Task #2 – Final Design Plans – Asphalt Removal	\$5,000.00
- Includes the creation of final civil design plans and opinion of cost for permitting and bidding. <i>Deliverable is a final design plan set for use in regulatory applications and bidding.</i>	
Task #3 – Regulatory Permitting	\$2,250.00
- Includes the initial submission of permits or notice of intents with Burleigh County, NDDWR, and USACE. This initial task does not include any hydrologic or hydraulic analyses, flood map changes, wetland analysis or mitigation, or any other item not specifically listed. Task 4 is to address these items as requested by the permitting agency. <i>Deliverable is the initial applications submitted to each defined agency for consideration.</i>	
Task #4 – Additional Permitting Services	Time & Materials
The fees associated with Task 3 above <u>is for the initial submittal only</u>. Any further discussions, clarifications, additional work, and subsequent resubmittals with the permitting agency will be completed on a <u>time and materials basis only</u>.	

Task #5 – Client and Contractor Coordination/ Construction Services

Time & Materials

- Provide as-needed engineering support to address bidding, contractor coordination, and field-related issues. Includes pre-construction coordination meetings with client & contractor. Provide construction surveying as needed. Daily check ins / on-call engineering services throughout construction.
- *As requested.*

Total Budgeted costs for Tasks 1 through Task 5: \$7,250.00 + T&M(Task4&5)

Project Schedule:

The total estimated fee for the scope of work is \$7,250.00 plus Tasks 4/5 time and materials, unless additional tasks are directly requested by the client. If changes are requested by the BCPB during this process, they will be considered additional services and completed on a time and materials basis.

This scope of work is not all-inclusive, and it does not any other item not specifically identified in the above tasks.

AGREEMENT

Houston's receipt of this accepted proposal constitutes a contract between us and Burleigh County Park Board into which the enclosed *Houston Engineering, Inc. General Terms and Conditions dated September 30, 2024* and our 2026 Fee Schedules are hereby incorporated by reference.

This proposal is valid until August 4, 2026. We appreciate this opportunity and look forward to working with you on this project. If you agree, please sign below, and return via email to Houston Engineering, Inc.

Sincerely,
HOUSTON ENGINEERING, INC.



Nicolas Cullen, P.E, CFM
Civil Engineer, Principal
ncullen@houstoneng.com

Accepted by:

Title: _____

Date: _____

General Terms and Conditions

1. STANDARD OF CARE

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

2. PAYMENT TERMS

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

3. CHANGES OR DELAYS

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

4. PAYMENT

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

5. TERMINATION

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

6. BETTERMENT

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

7. LIMITATION OF LIABILITY

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

8. INSURANCE

Houston shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and commercial general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client. The existence of any such insurance shall not increase Houston's liability as limited by paragraph 7 above.

9. HAZARDOUS SUBSTANCES

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

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

10. INDEMNIFICATION

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

11. WARRANTY

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

12. CONTRACTOR MEANS AND METHODS

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

13. PROJECT SITE

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

14. CONFIDENTIALITY

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

15. RE-USE OF DOCUMENTS

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

16. REMEDIES

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

17. PROPRIETARY DATA

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

18. GOVERNING LAW

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

19. DATA PRACTICES ACT REQUESTS

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

20. FORCE MAJEURE

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

21. WAIVER OF JURY

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

22. BUSINESS ENTITY

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

23. NOTICES

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

24. MISCELLANEOUS

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

– END OF DOCUMENT –

THIS SPACE INTENTIONALLY LEFT BLANK

2026 FEE SCHEDULE

LABOR RATES

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

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

SURVEY CREWS & REIMBURSABLE EXPENSES

Category	2026 Rates	Category	2026 Rates
Survey Crews:		ATV/Snowmobile/Boat	\$15/hour
1-Person Crew (plus equipment)	\$206/hour	ATV w/Tracks	\$30/hour
2-Person Crew (plus equipment)	\$250/hour	Hydrone RCV	\$50/hour
3-Person Crew (plus equipment)	\$310/hour	Small UAS (Drone)	\$25/hour
4-Person Crew (plus equipment)	\$347/hour	Large UAS (Drone)	\$50/hour
Meals	Actual Cost	Deliveries/Postage/Printing	Actual Cost
Hotel	Actual Cost	Surveying Materials: Lath, Hubs, Pipe, etc.	Actual Cost
Mileage – Vehicles:		Special Equipment and Other Materials Required	Actual Cost
2-Wheel Drive	IRS Standard Mileage Rate	Subconsultants	Actual Cost + 10%
4-Wheel Drive	IRS Standard Mileage Rate + \$.20/Mile	Special Software/Technology	\$50/hour
GPS Equipment	\$25/hour/unit		
Robotic Total Station	\$40/hour		

Addenda item for August 3rd, 2026 Park Board Meeting

Action Requested

Review Houston Engineering contact for Asphalt removal

Description:

Houston Engineering met with Burleigh County and the USACE on July 23rd for the County's annual compliance inspection at Kimball Bottoms. During the meeting, we discussed the Bank Stabilization Project and provided an updated schedule for construction and completion of the H&H analyses. The USACE indicated that they are comfortable with the proposed timeline for that project.

However, the USACE also stated that the deteriorating asphalt parking lot, which is actively eroding into the Missouri River, must be removed in 2026. This includes both the remaining asphalt surface and any asphalt debris that has already migrated to the toe of the slope and into the river. A 2025 drone photograph is attached for reference.

We recognize that this work is located within the regulatory floodway and on sovereign lands.

We are assuming the following approvals are required:

1. Floodplain Development Permit – Burleigh County
2. Floodway Review & No-Rise Cert – Burleigh County / NDDWR
3. Sovereign Lands Authorization – NDDWR
4. Letter of Permission – USACE (USACE has indicated this will be the only authorization required from their agency)

Action needed:

Move to approve the agreement with Houston Engineering to remove the asphalt

Addenda item for August 3rd, 2026 Park Board Meeting

Action Requested
Kimball Boat Ramp

Description:

After several months of work, Houston Engineering was successful in receiving a grant from DWR to assist in paying for the design portion of the Bank Stabilization at Kimball Bottoms. The grant award to Burleigh County Park Board is \$50,052

Action needed:
None at this time

Addenda item for August 3rd, 2026 Park Board Meeting

Action Requested

Vault Toilet at Kniefel

Description:

During a wind storm on July 19/20 we had a Cottonwood tree fall on top of the Vault toilet. The tree mess was cleaned up on July 21st.

I have requested Houston Engineering to access the damage to the toilet to see if it can be repaired or if it will need to be replaced.

This toilet was installed in 2009.

Action needed:

None at this time

COUNTY COMMISSION

**BURLEIGH COUNTY COMMISSION
MEETING MINUTES
JULY 20, 2026**

5:00 PM

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

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

Motion by Comm. Bakken, 2nd by Comm. Munson to approve the agenda, moving item 10 to the end of the meeting immediately before the State's Attorney's item. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.**

Motion by Comm. Munson, 2nd by Comm. Bakken to approve the July 6, 2026 meeting minutes and the bills. Commissioners Bakken, Munson, Woodcox, and Chairman Bitner voted 'AYE'. Commissioner Schwab voted 'NAY'. **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.

- County resident Jim Koch spoke.

Chairman Bitner closed the public comment segment.

Motion by Comm. Bakken, 2nd by Comm. Munson to approve the Jeffrey & Rachelle Kinn, Gary & Linda Haider, Michael & Peggy Thurlby, Casper & Leona Glaser, Raeed Douri Eyoub, Betty Rolfson AKA Betty Groszhans, abatements and the rest of the consent agenda in its entirety. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.**

Chairman Bitner opened the public hearing on the University of Mary bond issuance.

- University of Mary Executive Vice President Jerome Richter spoke.
- Bravera Bank Regional President Kevin Dykema spoke.

Chairman Bitner closed the public hearing.

Motion by Comm. Bakken, 2nd by Comm. Munson to approve the University of Mary's issuance of MIDA Bonds. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.**

County Sheriff Kelly Leben presented an update on off-highway vehicle enforcement and quarterly operations at the Burleigh-Morton Detention Center.

Funatix Owner and Ceo John Bollinger presented a recap of the 250th Anniversary Red, White, and Boom event.

County Interim Finance Director Taylor Schmidt presented the 2027 preliminary budget. Following discussion, the Commission reached consensus to continue consideration of the preliminary budget at next regularly scheduled meeting on August 3, 2026.

Commissioner Schwab gave an update on weed control at the Missouri Valley Complex and reported that he had mowed portions of the grounds. He stated that he used approximately \$214.00 in fuel. Discussion followed. Motion by Comm. Bakken, 2nd by Comm. Woodcox to reimburse Commissioner Schwab for \$214.00 for fuel used while mowing. Commissioners Bakken, Munson, Woodcox, and Chairman Bitner voted 'AYE'. Commissioner Schwab voted 'NAY'. **Motion carried.**

County Planning Director Mitch Flanagan presented a resolution to amend certain ordinances. County Resident Kay LaCoe spoke. Motion by Comm. Bakken, 2nd by Comm. Woodcox to approve amendments to the following ordinances; Zoning District Article 3 Definitions, Zoning District Article 6 Incidental Uses, Zoning District Article 8 Section 4, Sec. 8, Sec. 22, Zoning District Article 11 Ag Agricultural, Zoning District Article 12 R1 Residential, Zoning District Article 13 R2 Residential, Zoning District Article 15 R5 MH, Zoning District Article 16 C Commercial, Zoning District Article 18 I Industrial. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.**

Director Flanagan presented a variance request for 501 Nature View Drive. Motion by Comm. Bakken, 2nd by Comm. Munson to approve the request by Justun Kitzan to construct a 26-foot-by-48-foot accessory building at 501 Nature View Drive. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.**

Director Flanagan requested approval of the Island Park Estates 2nd Subdivision Plat. Motion by Comm. Munson, 2nd by Comm. Bakken to approve the Island Park Estates 2nd Subdivision Final Plat. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.**

Director Flanagan requested approval of the Klatte Subdivision Final Plat and a zone change from A-Agriculture to R1-Residential. Cassie Quintus and County residents Mary Klatte and Mike Connelly spoke. Motion by Comm. Bakken, 2nd by Comm. Woodcox to approve the Klatte Subdivision Final Plat and a zone change from A-Agriculture to R1-Residential. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.**

County State's Attorney Julie lawyer led a discussion regarding the Joint Powers Agreement with the City of Bismarck governing joint emergency management operations and the termination of the lease agreement for the Coleman Street facility. Motion by Comm. Bakken, 2nd by Comm. Schwab to terminate the Joint Powers Agreement with the City of Bismarck. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.** Motion by Comm. Schwab, 2nd by Comm. Munson to enter executive session to discuss potential negotiations with the City of Bismarck regarding lease obligations, property division, and possible litigation. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. **Motion carried.**

6:41 PM Pursuant to N.D.C.C. § 44-04-19.1(5), the Commission entered executive session.

7:13 PM The Commission exited the executive session.

Motion by Comm. Bakken, 2nd by Comm. Munson to direct the State's Attorney to move forward with the proposed agreement. Commissioners Bakken, Munson, Schwab, Woodcox, and Chairman Bitner voted 'AYE'. ***Motion carried.***

There being no other business, Chairman Bitner adjourned the meeting.

7:14 PM

Mark Splonskowski,
County Auditor

Brian Bitner,
Chairman

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

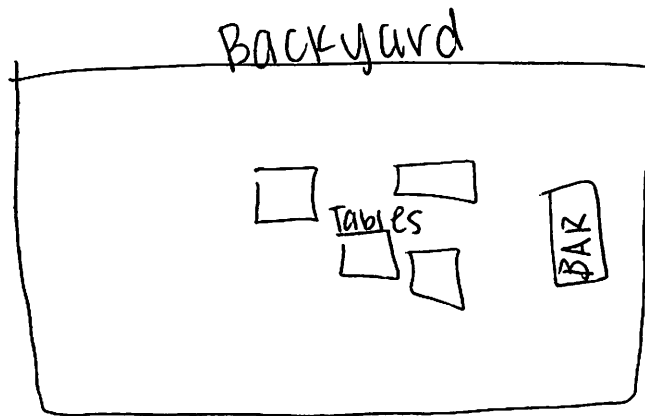
[illegible]

Local Fee: \$25.00

034

DESCRIPTION OF PREMISES

1. Are premises located within the County of Burleigh? X Yes ____ No
2. Address of premises:
2750 wilderness cove Rd Bismarck, ND, 58503
(Street Address) (City) (Zip Code)
3. Name of building where event will be held: Personal Residence
4. Do premises meet local and state requirements regarding sanitation and safety? X Yes ____ No
5. Draw a clear and understandable floor plan of the premises. Show all exits, bars, dining areas (if any), beverage coolers and beverage storage areas. Indicate which are solid walls, half walls, dividers, and moveable partitions. If any area is enclosed by fences or the like, explain type and height.



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

The backyard of the residence is the area being used.

APPLICATION FOR LIQUOR LICENSE
TOWNSHIP BOARD APPROVAL

To: Burleigh County Auditor

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

application for a Type SE Retail Liquor License for

Sixteen03 Main Events, LLC
(Name of Establishment)

owned by Michelle Kaufman 2750 wilderness cove Dr.
(Licensee) (Address)

Brian Tetlow
Chairman
Jeff Linger
Member
Larry Hain
Member

ATTEST

Cheryl Kulow
(Township Clerk)

Burleigh County Treasurer's Report

2026 Quarterly Report
General Fund Summary
June 30, 2026

	First Quarter Actual	Second Quarter Actual	YTD Actual
Revenues	\$ 24,690,869.65	\$ 6,846,702.70	\$ 31,537,572.35
State Aid	\$ 1,251,748.69	\$ 1,111,339.79	\$ 2,363,088.48
Sales Tax (1002)	\$ 16,347,613.11	\$ 5,278,279.72	\$ 21,625,892.83
Expenses	\$ 9,139,715.85	\$ 9,307,304.95	\$ 18,447,020.80
Personnel	\$ 6,493,392.16	\$ 7,187,152.90	\$ 13,680,545.06
Operating	\$ 2,646,323.69	\$ 2,120,152.05	\$ 4,766,475.74
NET Total	\$ 15,551,153.80	\$ (2,460,602.25)	\$ 13,090,551.55

Office Measures

Incoming Funds				Outgoing Funds			
	Quarter	# Processed	Receipt Totals				
Tax Payments	Q1	34,047	\$ 103,383,621.89	Apportioning Distribution	Q1	\$	120,480,257.91
	Q2	1,206	\$ 2,616,534.51		Q2	\$	41,549,027.25
	Total YTD	35,253	\$ 106,000,156.40	Total YTD		\$	162,029,285.16
				Accounts Payable - Checks**			
	Quarter				Quarter	Count	Total
Misc Revenue*	Q1	304	\$ 19,218,043.37	Outstanding	Q1	25	\$ 8,751.07
	Q2	349	\$ 51,340,880.16		Q2	125	\$ 126,670.19
	Total YTD	653	\$ 70,558,923.53	Processed	Q1	927	\$ 5,202,825.98
Accounts Receivable	Q1	151	\$ 2,305,303.99		Q2	1,542	\$ 6,850,933.43
	Q2	149	\$ 3,047,796.51	Total YTD	2,619.00	\$	12,189,180.67
	Total YTD	300	\$ 5,353,100.50	Accounts Payable - Digital Payment**			
Abatements	Q1	126		Processed	Q1	526	\$ 123,759,462.15
	Q2	155			Q2	916	\$ 45,335,866.34
	Total YTD	281		Total YTD	1,442.00	\$	169,095,328.49
Banking							
		Beginning Balance	Ending Balance				
Bank - Operating Acct*	Q1	\$ 59,026,090.38	\$ 57,174,361.80				
	Q2	\$ 57,174,361.80	\$ 74,790,896.02				

Comments:

*Misc Revenue increased in 2nd quarter due to Primary Residence Credit payment from the state in the amount of \$35,305,093.66. This is also reflected in the bank balance in the 2nd Quarter.

**Accounts Payable payments span the entire county and is not solely the general fund expenses.



Memo

DATE: August 3, 2026
TO: Mark Splonskowski
County Auditor
FROM: Daniel Schriock
County Engineer
RE: Second access permit for Jason Malsam

Please place the approval of a 2nd approach for Jason Malsam on the August 3rd, 2026 County Board Consent Agenda.

Jason Malsam 11169 28th Street NW, Bismarck ND 58503 has asked for a second access permit for his lot. This lot is legally described as Lot 4 Block 1 of Goehring 2nd Subdivision. He currently has a driveway off 28th Street NE along the northern end of his property. He wishes to have his primary approach installed 360 feet south of his existing approach. (See attached map). We have reviewed the proposed access request and have determined it meets our requirements.

2nd Approach Permit Requirements

A second approach permit shall be granted by the County Engineer unless the application does not meet

one of the following criteria:

- 1) The distance between adjacent approaches and the requested approach must be larger than 100 feet (center to center distance).
- 2) The requested approach provides adequate sight distance for the given speed zone (as set forth in "A Policy on Geometric Design of Highways and Street" by AASHTO).
- 3) The second approach meets standards set out in the existing Burleigh County Zoning Ordinance.

Schriock, Daniel L.

From:
Sent: Sunday, July 26, 2026 6:03 PM
To: Schriock, Daniel L.
Cc: Flanagan, Mitch; Einrem, Casey J.
Subject: Request for Secondary Approach Permit – Parcel 4, Goehring 2nd Subdivision
Attachments: Goehring 2nd Final Plat.pdf; Google Maps Section 19.pdf; Elevations - Section 19.pdf; Malsam Survey.pdf; Malsam - Secondary Approach.png

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

Evening Daniel,

I am requesting approval for a secondary approach to serve my property, legally described as **Parcel 4, Goehring 2nd Subdivision, Burleigh County, North Dakota**.

The property is currently served by an approach shared with the adjacent parcel. I am requesting a separate approach to provide independent access to my property and reduce the long-term issues associated with shared use, including traffic patterns, snow removal, gravel maintenance, and responsibility for future repairs. The proposed layout is shown on the attached conceptual site plan and supporting maps.

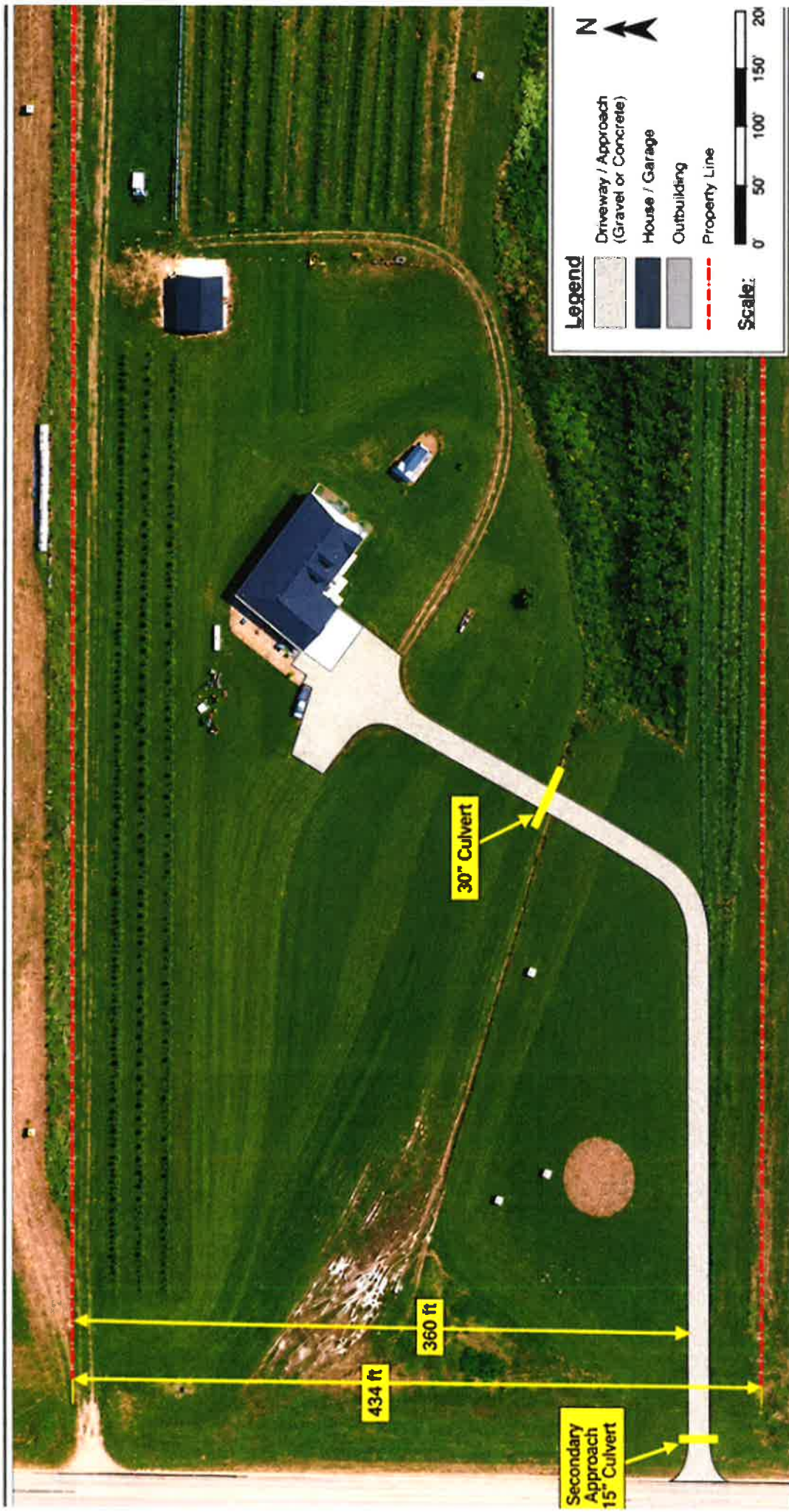
The requested approach would:

- Provide independent access to Parcel 4.
- Separate traffic serving the two properties.
- Clarify future maintenance and snow-removal responsibilities.
- Reduce traffic crossing between the two sides of the existing shared access.
- Provide a direct and functional connection to the residence.
- The proposed approach location will be marked in the field with a stake or flag for inspection.

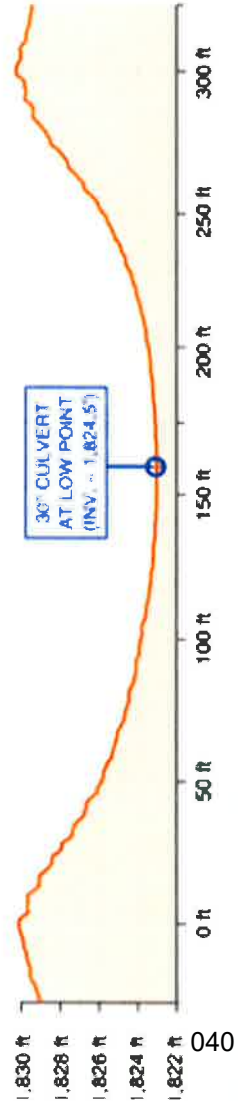
Enclosed are the general location map, subdivision plat, and conceptual site plan showing the proposed approach and driveway alignment. Let me know if you require any more documentation.

Thank you for reviewing this request.

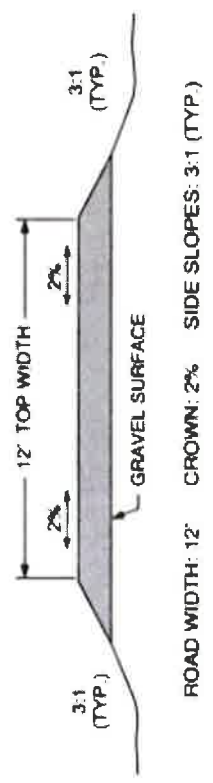
Jason Malsam



TYPICAL ROAD PROFILE (LOOKING NORTH)



TYPICAL SECTION (ROAD PROFILE)



NOTE: THIS PLAN IS CONCEPTUAL ONLY AND NOT FOR CONSTRUCTION.

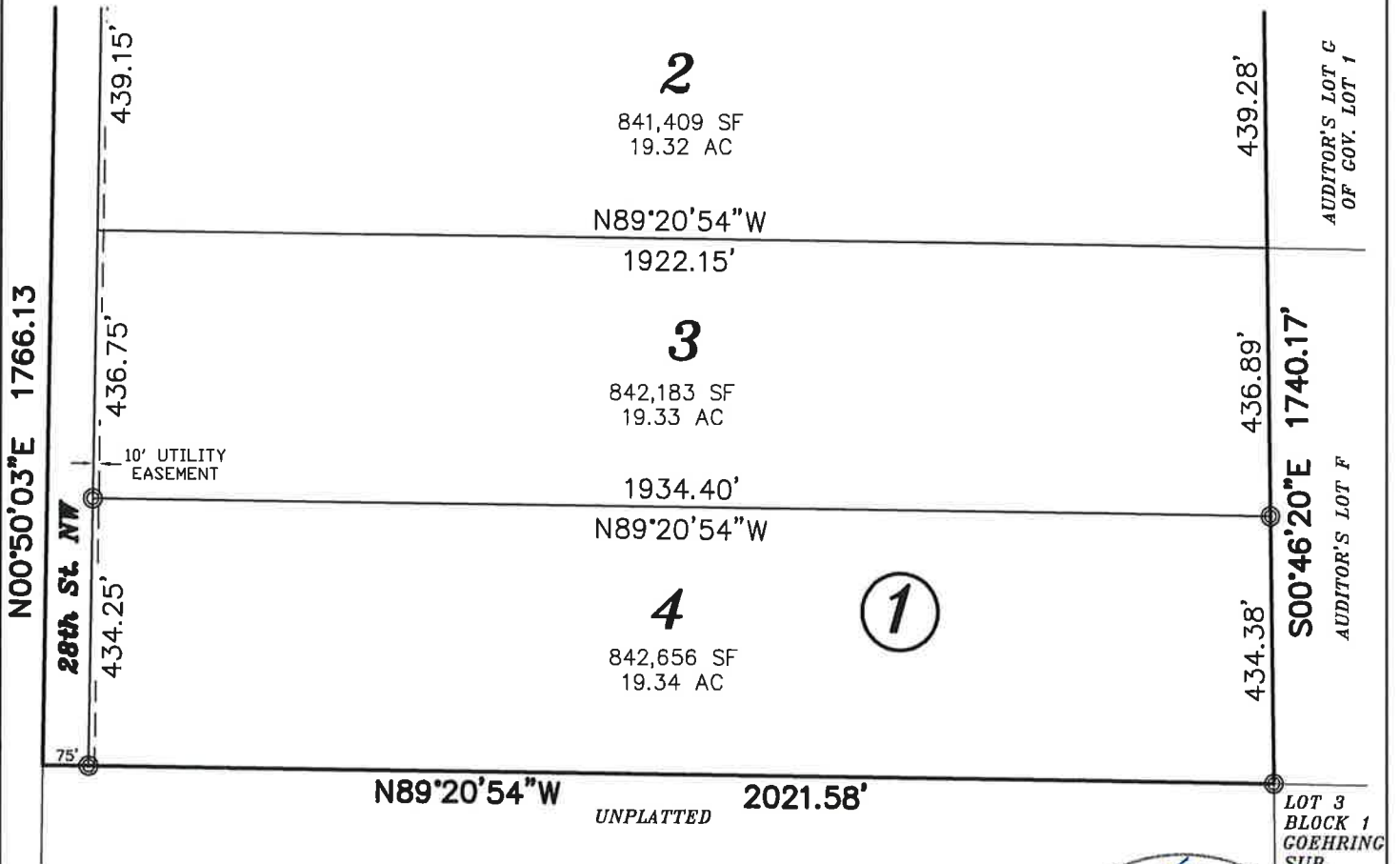
LOT SURVEY EXHIBIT

LOT 4 BLOCK 1
 SUBDIVISION Goehring 2nd Subdivision
 ADDRESS 28th St NW
 BUILDER Jason Malsam

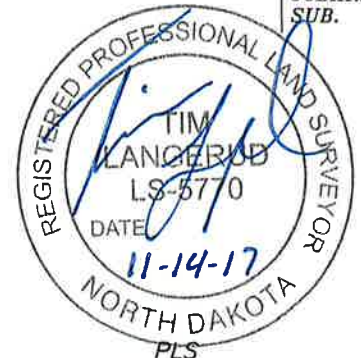


SCALE: 1"= 300'

DATE: 11/14/17



- ⊙ FOUND MONUMENT
- ⊙ SET MONUMENT
- BUILDING SETBACK OR NON-ACCESS STAKE



NOTES

THE BUILDING SETBACK LINES SHOWN ARE TYPICAL, THERE MAY BE OTHER BUILDING RESTRICTIONS THAT AFFECT THIS PROPERTY. THE BUILDER IS RESPONSIBLE FOR VERIFYING THE BUILDING SETBACKS AND BUILDING DIMENSIONS. DIMENSIONS ARE FROM PLAT.

FAXED OR EMAILED TO:
 BUILDER OR OWNER

DATED:



SWENSON, HAGEN & COMPANY P.C.

Surveying
 Hydrology
 Land Planning
 Civil Engineering
 Landscape & Site Design
 Construction Management

909 Basin Avenue
 Bismarck, North Dakota 58504
 shcng@swensonhagen.com
 Phone (701) 223 - 2600
 Fax (701) 223 - 2606

AUDITOR'S LOTS B & C OF GOVERNMENT LOT 1, PART OF THE
NW 1/4 OF SECTION 19, T.140N. R.80W.
BURLEIGH COUNTY, NORTH DAKOTA

NW 1/4 OF SECTION 19, T.140N. R.80W.

BURLINGHAM COUNTY, NORTH DAKOTA



NORTH DAKOTA STATE PLANT, SOUTH ZONE

CORPORATE DATA
NORTH DAKOTA STATE CORPORAITE 575 FT
NAD 83 SOUTH ZONE
ADJUSTMENT OF 1986
UNITS ARE INTERNATIONAL FEET

HEIGHTS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS

10/15	17/22/2005
10/16	18/22/2005
10/17	19/22/2005
10/18	20/22/2005
10/19	21/22/2005
10/20	22/22/2005
10/21	23/22/2005
10/22	24/22/2005
10/23	25/22/2005
10/24	26/22/2005
10/25	27/22/2005
10/26	28/22/2005
10/27	29/22/2005
10/28	30/22/2005
10/29	31/22/2005
10/30	32/22/2005
10/31	33/22/2005
11/1	34/22/2005
11/2	35/22/2005
11/3	36/22/2005
11/4	37/22/2005
11/5	38/22/2005
11/6	39/22/2005
11/7	40/22/2005
11/8	41/22/2005
11/9	42/22/2005
11/10	43/22/2005
11/11	44/22/2005
11/12	45/22/2005
11/13	46/22/2005
11/14	47/22/2005
11/15	48/22/2005
11/16	49/22/2005
11/17	50/22/2005
11/18	51/22/2005
11/19	52/22/2005
11/20	53/22/2005
11/21	54/22/2005
11/22	55/22/2005
11/23	56/22/2005
11/24	57/22/2005
11/25	58/22/2005
11/26	59/22/2005
11/27	60/22/2005
11/28	61/22/2005
11/29	62/22/2005
11/30	63/22/2005
12/1	64/22/2005
12/2	65/22/2005
12/3	66/22/2005
12/4	67/22/2005
12/5	68/22/2005
12/6	69/22/2005
12/7	70/22/2005
12/8	71/22/2005
12/9	72/22/2005
12/10	73/22/2005
12/11	74/22/2005
12/12	75/22/2005
12/13	76/22/2005
12/14	77/22/2005
12/15	78/22/2005
12/16	79/22/2005
12/17	80/22/2005
12/18	81/22/2005
12/19	82/22/2005
12/20	83/22/2005
12/21	84/22/2005
12/22	85/22/2005
12/23	86/22/2005
12/24	87/22/2005
12/25	88/22/2005
12/26	89/22/2005
12/27	90/22/2005
12/28	91/22/2005
12/29	92/22/2005
12/30	93/22/2005
12/31	94/22/2005

AUDITOR'S LOT C[illegible]

SURVEYOR'S CERTIFICATION

¹ FROM THE 1970s, A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA HAD OBSERVED THAT THE ANCESTED PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY PREPARED BY HIS SUPERVISOR AND COMMENTED ON IN 2015, AND THAT ALL INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT ALL REQUIRED INSTRUMENTS HAVE BEEN SET, AND THAT ALL DIMENSIONS AND LOCATIONS ARE CORRECT.

STATE OF NORTH DAKOTA) SS

SWENSON, NAFTIN & CO. P.C.
309 BASIN AVENUE
BISMARCK, NORTH DAKOTA 58504

TRIPF OALZTV
RESERVED LAND SURVEY
N D REGISTRATION NO 3394

ON THIS DATE OF 2014 BEFORE ME PERSONALLY APPEARED TERRI DALYER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING SURETY'S CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

APPROVAL OF COUNTY ENGINEER

1. MAJOR HALL, COUNTY ENGINEER OF BURLINGHAM COUNTY, NORTH DAKOTA, HEREBY APPROVE "CEMENTING AND SUBSTITUTION", BURLINGHAM COUNTY, NORTH DAKOTA AS SHOWN ON THE ATTACHED PLAN.

APPROVAL OF COUNTY PLANNING COMMISSION

THE SUBORDINATE OF LAND AS STATED ON THE ANNOTED DAY HAS BEEN APPROVED BY THE PLANNING COMMISSION OF BURLINGTON COUNTY ON THE DAY OF 2015, IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA ORDINANCES OF BURLINGTON COUNTY AND RESOLUTIONS ADOPTED BY THE SAID PLANNING COMMISSION IN WRITING WHEREBY WE SET THE HANDS AND SEALS OF THE CHAIRMAN AND SECRETARY OF THE PLANNING COMMISSION OF BURLINGTON COUNTY.

DAVID AUDACHE - CHAIRMAN
ATTENT REPLY CLAFF-COUNTY AUDITOR

APPROVAL OF BOARD OF COUNTY COMMISSIONERS

THE BOARD OF COUNTY COMMISSIONERS OF BURLEIGH COUNTY, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THE ANGLED PLAT, HAS ACCEPTED THE DESCRIPTION OF THE STRIPES SPRAWN, DEDICATED THE ANGLED PLAT, HAS APPROVED THE ANGLED PLAT AS A SURVEY TO THE MASTER PLAT OF BURLEIGH COUNTY, NORTH DAKOTA, AND DOES HEREBY WITNESS MY HANDS AND THE SEAL OF MY OFFICE, THE BOARD OF COUNTY COMMISSIONERS OF BURLEIGH COUNTY, NORTH DAKOTA, THIS 14TH DAY OF NOVEMBER, 2015.

DOUG SCHOMERT... CHAIRMAN

OWNER'S CERTIFICATE & DEDICATION

WE ALSO REQUESTS EASEMENTS TO THE BATHOON COUNTRY TO DEAL WITH THE LAND, FOR GAS, ELECTRIC, TELEPHONE AND OTHER PUBLIC UTILITIES OR SERVICES OR TO UNDER MOST CERTAIN STRIPS OF LAND DISCLOSED HEREIN AS THE UTILITY CORRIDORS.

STATE OF NORTH DAKOTA,)
)

COUNTRY OF BURELICH ;

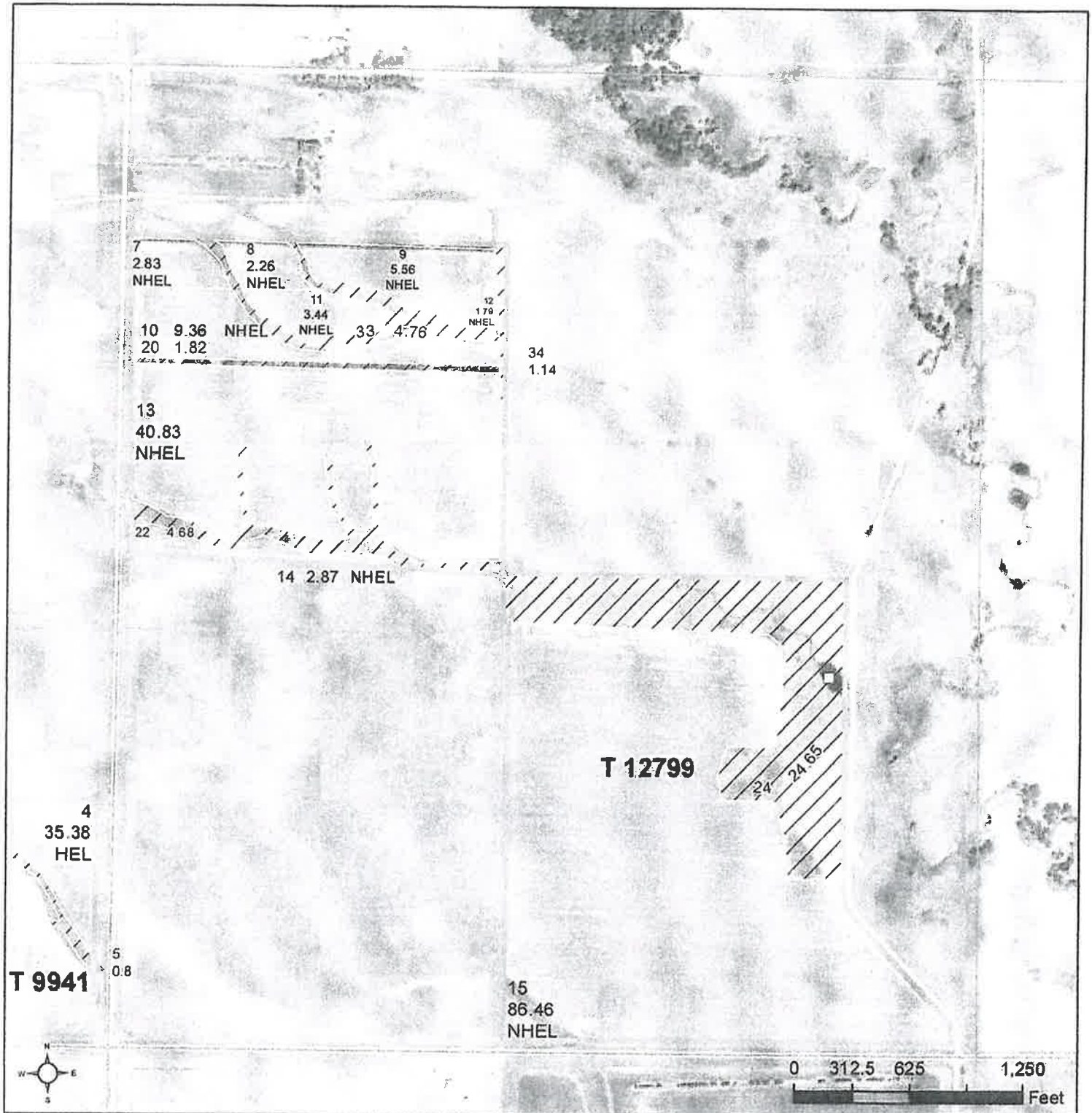
ON THIS DAY OF 2015 BEFORE ME PERSONALLY APPEARED DOUGLAS C GOODWIN KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC
BURLING COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES -----



United States
Department of
Agriculture

Burleigh County, North Dakota



Common Land Unit
Cropland / / Non-cropland
Conservation Reserve Program

Wetland Determination Identifiers

- Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Boundary Section Line

2014 Program Year

Map Created March 14, 2014

Farm 7077

S19 T140N R80W

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).