



Board of City Commissioners

The Board of City Commissioners is scheduled to meet on Tuesday, March 12, 2024, at 5:15 PM in the Tom Baker Meeting Room, City/County Office Building, 221 North Fifth Street, Bismarck, North Dakota.

The Invocation and the Pledge of Allegiance will be presented by a Chaplain from the Bismarck Police Department.

The City of Bismarck encourages citizens to provide their comments for public hearing items on the Bismarck City Commission agenda via email to bismarckadmin@bismarcknd.gov. Please include the item number that your comment references. The comments will be sent to the members and placed with the minutes.

To ensure your comments are received before the meeting, please submit them by 3:30 PM on the day of the meeting and reference the item your comments address. If you would like to appear via video or audio link for a 3-5 minute comment on a regular agenda public hearing item, please provide your email address and contact information to the above email at least one business day before the meeting.

Live meeting coverage is available on Government Access Channels 2 & 602HD, Radio Access 102.5 FM Radio, or streaming on multiple platforms, including [FreeTV.org](https://www.freeTV.org) and [Facebook LIVE](https://www.facebook.com/bismarckndgov). Agenda items can be found online at www.bismarcknd.gov/agendacenter.

Call to Order

FUTURE COMMISSION MEETINGS

- March 26, 2024
- April 9, 2024 & April 23, 2024
- May 14, 2024 & May 28, 2024

MISSION STATEMENT

To provide high-quality public services in partnership with our community to enhance our quality of life.

MEETING OF THE BOARD OF CITY COMMISSION

1. Proclamations

- A. MDU 100th Anniversary Proclamation
- B. National Drug and Alcohol Facts Week Proclamation

Documents:

[MDU 100 Anniversary Proclamation.pdf](#)
[National Drug and Alcohol Facts Week Proclamation.pdf](#)

2. Public comment (restricted to items on the Consent Agenda and Regular Agenda, excluding public hearing items)
3. CONSENT AGENDA
 - A. Consider approval of minutes

Documents:

[February 27, 2024 - Minutes.pdf](#)

- B. Consider approval of personnel actions

Documents:

[HR Personnel Actions.pdf](#)

- C. Consider approval of expenditures
 - D. Consider the request for approval from the Administration Department for the following:

1. Introduction of and call for a public hearing on a request for a new Class I-2: Complimentary Alcohol license for Le Beauty, LLC. dba Lux Nails at 3001 Yorktown Drive.
 2. Introduction of and call for a public hearing on a request for a new Class I-2: Complimentary Alcohol license for COM Garden Center Inc. dba Plant Perfect at 4615 Ottawa Street.

Documents:

[C\) ADMIN - Lux Nails Liquor License Application.pdf](#)
[C\) ADMIN - Plant Perfect Liquor License Application.pdf](#)

- E. Consider the request for approval from the Community Development Department for the following:
 1. Appointment for the Bismarck Historic Preservation Commission.
 2. Additional supplemental HOME funds to pass through the City to NDHFA as a subrecipient.
 3. Mitchell Unterseher, Mark Unterseher, and Tamara Unterseher are requesting the release of non-access lines over two 30-foot sections along Fernwood Drive and one 20-foot section along Sandy River Drive, as well as the dedication of a non-

access line over one 30-foot section along Fernwood Drive, where staff recommends approval.

4. J & D Construction is requesting approval of a revision to the minor subdivision final plat titled Sonnet Heights Subdivision Ninth Replat, where Staff recommends approval.
5. Introduction of and call for a public hearing on Ordinance 6573, a request by Remedy Housing Solutions, LLC., Cory Louser, and Katilla Wiseman, for a zoning map amendment from the R10 – Residential zoning district to the PUD – Planned Unit Development zoning district for part of McKenzie and Coffins Second Addition, where the Bismarck Planning and Zoning Commission recommends approval.

Documents:

- [C\) CD - HPC Member Appointment.pdf](#)
- [C\) CD - Supplemental HOME Funds.pdf](#)
- [C\) CD - Briese Subdivision.pdf](#)
- [C\) CD - Sonnet Heights Subdivision Replat.pdf](#)
- [C\) CD - Ord 6573.pdf](#)

F. Consider the request for approval from the Engineering Department for the following:

1. Street closure for the KFYP TV Food Truck Festival.
2. Private Drive and Private Utility Agreement with J & D Construction, Inc.
3. Award concurrence of North Dakota Department of Transportation (NDDOT) Centennial Rd/Bismarck Expy Interchange Reconstruction project, IM-NHU-1-094(212)161), PCN 22648, City project HC 132.
4. North Dakota Department of Transportation (NDDOT) Cost Participation, Construction, and Maintenance Agreement for Urban Grant Project UGP-1-981(141), City Project HC 166.
5. Resolution receiving bids and ordering preparation of the Engineer's Statement and resolution rejecting all bids for Sewer Improvement District SE 582/WPSP392.
6. Receive bids and award contract for Street Light and Traffic Signal Project SV 75.
7. Receive bids and award contract for Water Utility WU 145.

Documents:

- C) ENG - KFYP Food Truck Festival Street Closure.pdf
- C) ENG - PDPU J and D Construction Inc..pdf
- C) ENG - HC 132.pdf
- C) ENG - HC 166.pdf
- C) ENG - SE 582, WPSP 392.pdf
- C) ENG - SV 75.pdf
- C) ENG - WU 145.pdf

G. Consider the request for approval from the Finance Department for the following:

1. Approval of Abatements.
2. Authorize P-Card Program and Security Administrators for JP Morgan P-Card Program.

Documents:

- C) FIN - Abatements.pdf
- C) FIN - JP Morgan P-Card Program.pdf

H. Consider the request for approval from the Fire Department for the following:

1. Permission to use Sourcewell contract to purchase safety equipment and personal protective equipment through M & T Fire & Safety Equipment.

Documents:

- C) FIRE - Fire and Safety Equipment.pdf

I. Consider the request for approval from the Public Works Service Operations Department for the following:

1. Task Order 24-02 from Houston Engineering for the Solid Waste operations to provide Air Quality Tier 2 NMOC Emission Testing, Analysis, and Reporting.
2. Permission to enter into an agreement with Ames Construction for the purchase of Borrow Dirt from the Landfill for the price of \$1.00 per Cubic Yard.
3. Permission to award the Landfill Cell 2 Construction Project to R.J. Zavoral and Sons, Inc.
4. Permission to award the bid for City of Bismarck Lawn Care Services, managed by Service Operations.
5. \$500 sponsorship to the 2024 North Dakota Excavator Meeting.

6. Permission to accept the signed deed from the State of North Dakota to turn back unused property near the Landfill to the City of Bismarck.
7. Permission to sell Environmental Health Assets at a Public Auction or Online Auction.

Documents:

- C) PW SO - BMWF Air Quality Reporting.pdf
- C) PW SO - Landfill Borrow Dirt.pdf
- C) PW SO - Landfill Cell 2 Construction.pdf
- C) PW SO - Lawn Care Bids.pdf
- C) PW SO - ND Excavator Meeting Sponsorship.pdf
- C) PW SO - Quick Claim Deed - Landfill Property.pdf
- C) PW SO - Sale of Enviromental Health Assets.pdf

J. Consider the request for approval from the Public Works Utility Operations Development Department for the following:

1. Expense coverage from professional organization for AWWA DC Fly-In.
2. Permission to award lawn care services bids.
3. Skeel's Electric Change Order No. 2 for Lift Station SCADA Project.
4. Amendment No.4 to Stantec License & Maintenance Agreement for Use of FAMS-XL.

Documents:

- C) PW UO - AWWA DC Fly-In.pdf
- C) PW UO - Lawn Care Bids.pdf
- C) PW UO - Skeels Electric Change Order.pdf
- C) PW UO - Stantec License and Maintenance Agreement.pdf

4. REGULAR AGENDA

- A. Continued discussion and final decision regarding the final recommendation from the City Commission Fact-Finding Subcommittee relating to the performance issues of Charlie Jeske, Event Center Director, and recommendations regarding the appropriate actions to take to address any necessary employee discipline and changes to Event Center operations.

Documents:

- R) ADMIN - Fact Finding Subcommittee Recommendation.pdf

- ~~B. Continued discussion and approval of department director employment and performance processes.~~

Documents:

[R\) ADMIN - Director Employment and Performance Policy.pdf](#)

- C. Request for resolution creating district Parts A-1, A-2, and B, Resolution Approving Plans and Specifications, and authorization to advertise and receive bids for City Concrete (CC)24 - Parts A-1, A-2, and B.

Documents:

[R\) ENG - CC 24 A-1, A-2, and B.pdf](#)

- D. Request for resolutions receiving bids, ordering preparation of the engineer's statement and awarding contracts for SI 578.

Documents:

[R\) ENG - SI 578.pdf](#)

- E. Request for resolutions receiving bids, ordering preparation of the engineer's statement and awarding contracts for Street Improvement District SI 579.

Documents:

[R\) ENG - SI 579.pdf](#)

- F. Request to receive bids and award contract for Sewer Utility Project SU 95.

Documents:

[R\) ENG - SU 95.pdf](#)

- G. Request to receive bids and award contract for Water Utility WU 143.

Documents:

[R\) ENG - WU 143.pdf](#)

- H. Request to receive bids and award contract for Water Utility WU 144.

Documents:

[R\) ENG - WU 144.pdf](#)

5. Other Business

Adjourn

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PROCLAMATION

WHEREAS, *MDU Resources Group* was founded in 1924 as a small electric utility serving several farm communities on the border of Montana and North Dakota and evolved organically and strategically over its 100 years into a multi-faceted company with operations spanning the nation; and

WHEREAS, Headquartered in Bismarck since 1968, MDU Resources is North Dakota's largest publicly traded company. Together with its over 9,000 employees nationwide, the company provides the natural gas and electricity that power businesses, industry, and our daily lives in the region and constructs the pipes and wires that connect our homes, factories, offices, and stores to bring them to life; and

WHEREAS, MDU Resources family of companies operating in North Dakota today include Montana-Dakota Utilities Co., its legacy utility business, that provides safe, reliable electric and natural gas service in five states, including 157 communities in North Dakota and WBI Energy that has the capacity to transport 2.6 billion cubic feet of natural gas per day through its regulated pipeline system across the Rocky Mountain and northern Great Plains regions; and

WHEREAS, With its nearly 750 dedicated employees employed here in North Dakota, MDU Resources has long been an economic driver of North Dakota's and the region's economy, providing good-paying careers for generations of our citizens and contributing to the growth and well-being of our state and communities through the leadership of its employees and the taxes it has paid over the years.

THEREFORE, BE IT RESOLVED that I, Michael Schmitz, Mayor of the City of Bismarck, on behalf of this City Commission, do hereby proclaim March 14th, 2024, the 100th Anniversary of MDU Resources Group in the City of Bismarck.

Signed this 12th day of March 2024.

Michael Schmitz, Mayor
Bismarck Board of City Commissioners



PROCLAMATION

WHEREAS, *National Drug & Alcohol Facts Week* was started in 2010 by scientists at the National Institute on Drug Abuse (NIDA) to stimulate educational events in communities to learn what science has taught us about drug use and addiction; and

WHEREAS, observing *National Drugs & Facts Alcohol Week* may inspire dialogue among youth and adults about the science of alcohol and other drug use, how it affects the brain and body, and how it may lead to addiction; and

WHEREAS, underage substance use challenges are becoming common worldwide, nationally, and right here in North Dakota; and

WHEREAS, the 2021 Youth Risk Behavioral Survey results for Bismarck/Mandan indicated 30% of North Dakota students drank alcohol in the last 30 days; and

WHEREAS, the 2021 Youth Risk Behavioral Survey results for Bismarck/Mandan indicated 13% of Bismarck/Mandan students used marijuana in the last 30 days; and

WHEREAS, students from the Burleigh Morton Behavioral Health Coalition Student Committee advocate for the observance of *National Drug & Alcohol Facts Week* and encourage peers and future generations to live a lifetime free of underage drinking and marijuana use and to ensure Bismarck is a healthy city to grow up in.

THEREFORE, BE IT RESOLVED that I, Michael Schmitz, Mayor of the City of Bismarck, on behalf of this City Commission, do hereby proclaim March 20th-26th, 2024, *National Drug & Alcohol Facts Week* in the City of Bismarck.

Signed this 12th day of March 2024.

Michael Schmitz, Mayor
Bismarck Board of City Commissioners



MEETING OF THE BOARD OF CITY COMMISSIONERS

2/27/2024 - Minutes

Call to Order

The Board of City Commissioners met on February 27, 2024, at 5:15 PM in the Tom Baker Meeting Room, City/County Office Building, 221 North Fifth Street, Bismarck, North Dakota. Commissioner Cleary, Commissioner Connelly, Commissioner Marquardt, Commissioner Zenker, and Mayor Schmitz were present.

FUTURE COMMISSION MEETINGS

- February 27, 2024
- March 12, 2024 & March 26, 2024
- April 9, 2024 & April 23, 2024

MISSION STATEMENT

To provide high-quality public services in partnership with our community to enhance our quality of life.

MEETING OF THE BOARD OF CITY COMMISSION

1. Pledge of Allegiance led by local boy scouts.
2. Public comment (restricted to items on the Consent Agenda and Regular Agenda, excluding public hearing items)
 1. Bill Sorensen - Regular Agenda Item 4A
 - o https://www.bismarcknd.gov/DocumentCenter/View/44932/Item-2_February-27-2024
 2. Brenda Nagel - Regular Agenda Item 4J
 3. Rachel Howard - Regular Agenda Item 4A
 - o https://bismarcknd.gov/DocumentCenter/View/44959/Item-2-Howard_February-27-2024
 4. Jesse Walstad - Regular Agenda Item 4A
 5. Tom Job - Regular Agenda Item 4A

3. CONSENT AGENDA

Commissioner Connelly motioned to approve the Consent Agenda as presented without

items E1 and E2 being pulled for discussion, and Commissioner Marquardt seconded. Upon a roll call vote, all voted, aye. M/C.

Commissioner Connelly motioned to approve items E1 and E2 as presented, and Commissioner Zenker seconded. Upon a roll call vote, all voted aye. M/C.

- A. Consider approval of minutes
- B. Consider approval of personnel actions
- C. Consider approval of expenditures

Vouchers: # 1116257 to 1116539.

- D. Consider the request for approval from Bismarck-Burleigh Public Health Department for the following:

1. Letter of support from Bismarck-Burleigh Public Health for the development and implementation of dental hygiene and dental assisting programs at Bismarck State College.

- E. Consider the request for approval from the Bismarck Event Center for the following:

1. One-year stage show agreement with Nightlife Music LLC DBA Nightlife Sound & Lighting.
2. Historic Preservation Fund Grant and Cultural Heritage Grant for the Belle Mehus Auditorium.
3. Extend the Ubl Design Group contract on the arena locker room project.

- F. Consider the request for approval from the Community Development Department for the following:

1. One-year stage show agreement with Nightlife Music LLC DBA Nightlife Sound & Lighting.
2. Historic Preservation Fund Grant and Cultural Heritage Grant for the Belle Mehus Auditorium.
3. Extend the Ubl Design Group contract on the arena locker room project.

- G. Consider the request for approval from the Engineering Department for the following:

1. Amendment 4 to the existing agreement for professional services with Apex Engineering Group, Inc. for S Washington St reconstruction - HC 158.
2. Insufficiency of protest on the resolution of necessity for Street Improvement District 578.
3. Insufficiency of protest on the resolution of necessity, the request for a resolution approving plans and specifications, and a resolution directing the

advertisement of bids and receiving bids for Street Improvement District 579.

4. Sidewalk and utility easement at the intersection of Century Ave and 4th St.

5. Dedication and acceptance of Watermain, Sanitary Sewer, and Access easements as part of Silver Ranch Fourth Addition.

H. Consider the request for approval from the Finance Department for the following:

1. Application for abatement for Property ID 0105-016-020 where the Assessing Division recommends approval.

2. Application for abatement for Property ID 2155-001-001 where the Assessing Division recommends denial and application for abatement for Property ID 2155-002-001 where the Assessing Division recommends a reduction of the certified values.

3. Special Assessment Commission Member Resignation.

4. 2025 Budget Calendar.

I. Consider the request for approval from the Human Resources Department for the following:

1. HR Management Recruiting Software Request for Proposal

J. Consider the request for approval from the Legal Department for the following:

1. Endo opioid bankruptcy settlement.

K. Consider the request for approval from the Police Department for the following:

1. Permission to solicit donations for the 2024 Annual Bismarck Police Department Benefit Golf Tournament.

L. Consider the request for approval from the Public Works Service Operations Department for the following:

1. Permission for the Forestry Division to accept the North Dakota Forest Service Grant awards from the North Dakota Forest Service.

2. Permission for the Forestry Division to apply for the Targeted Assistance Grant (TAG) from the North Dakota Department of Agriculture.

3. Permission to purchase one new pickup for Bismarck Parking Authority.

4. Permission to sell City Assets at a Public Sale or Online Auction.

5. Permission to purchase traffic signal equipment for traffic signal detection and cobalt equipment.

M. Consider the request for approval from the Public Works Utility Operations Development Department for the following:

1. Task Order No. 5 with Bartlett & West for Mandan Street Tank Removal.
2. Amendment No. 1 to the Hazard Mitigation Grant Program (HGMP) Cost Share Agreement for the Pioneer Lift Station Generator.
3. Change Order #22 for Public Works Expansion Project.

4. REGULAR AGENDA

- A. Receive an update and final recommendation from the City Commission Fact Finding Subcommittee relating to the performance issues of Charlie Jeske, Event Center Director, and recommendations regarding the appropriate actions to take to address any necessary employee discipline and changes to Event Center operations.

Gordy Smith, Commissioner Cleary, and Commissioner Connelly presented the findings from the Fact Finding Subcommittee. The committee recommended the following:

- Termination of Charlie Jeske's employment
- Securing a point-of-sale system for the sale of alcohol
- Staff 360-degree evaluations of the Bismarck Event Center's supervisors, managers, and department director every two years
- Hiring a firm to conduct a risk assessment of the Bismarck Event Center
- Modifying current contract with CPA firm to include additional examination of the Bismarck Event Center.

Commissioner Marquardt motioned to table the item for the March 12, 2024, meeting, and Commissioner Zenker seconded. Upon a roll call vote, Commissioners Marquardt and Zenker voted Aye. Commissioners Connelly, Cleary, and Mayor Schmitz voted nay. M/F.

Commissioner Connelly motioned to table the item for the March 12, 2024, meeting and place the director on administrative leave to allow further research into the item, and Commissioner Cleary seconded. Upon a roll call vote, Commissioners Connelly, Cleary, and Mayor Schmitz voted aye. Commissioners Marquardt and Zenker voted nay. M/C.

Commissioner Zenker motioned to make Amanda Yellow the interim director of the Event Center while Charlie Jeske is on administrative leave, and Commissioner Marquardt seconded. Upon a roll call vote, all voted aye. M/C.

https://bismarcknd.gov/DocumentCenter/View/44933/Item-4A_February-27-2024

- B. Public hearing on the request to have the Class E - Sale At Retail of Beer Only alcohol license located at 601 Memorial Hwy transferred from 3 Fat Boys, LLC. to BHB, LLC.

Mayor Schmitz continued the public hearing. No member of the public appeared for comment.

Commissioner Marquardt motioned to approve as presented, and Commissioner Cleary seconded. Upon a roll call vote, all voted aye. M/C.

- C. Public hearing on Ordinance 6571, a request for zoning map amendment from the RM30 – Residential zoning district to the PUD – Planned Unit Development zoning district for Sonnet Heights Subdivision Ninth Replat and associated Minor Subdivision Final Plat.

Ben Ehreth, Community Development Director, presented information regarding Ordinance 6571, a request for zoning map amendment from the RM30 – Residential zoning district to the PUD – Planned Unit Development zoning district for Sonnet Heights Subdivision Ninth Replat and associated Minor Subdivision Final Plat.

Mayor Schmitz opened the public hearing. No member of the public appeared for comment.

Commissioner Marquardt motioned to approve Ordinance 6571 as presented, and Commissioner Cleary seconded. Upon a roll call vote, all voted aye. M/C.

- D. Public hearing on Ordinance 6572, the annexation of Lot C, Section 19 and Lot B, Section 30, Hay Creek Township.

Ben Ehreth, Community Development Director, presented information regarding Ordinance 6572, the annexation of Lot C, Section 19, and Lot B, Section 30, Hay Creek Township.

Mayor Schmitz opened the public hearing. No member of the public appeared for comment.

Commissioner Cleary motioned to approve Ordinance 6572 as presented, and Commissioner Marquardt seconded. Upon a roll call vote, all voted aye. M/C.

- E. Consider the request for Amendment No. 1 to South Central Regional Water Contract.

Regular Agenda Item E was pulled from the agenda prior to the meeting.

- F. Consider the request for approval of award concurrence of South Washington Street Reconstruction Project, AC-NHU-1-981(137), City Project HC 158, resolution receiving bids and ordering preparation of the Engineer's Statement and resolution awarding bids for Street Improvement district SI 580 and Sewer Improvement district SE 584.

Gabe Schell, City Engineer, provided information relating to the request to award concurrence of South Washington Street Reconstruction Project, AC-NHU-1-981(137), City Project HC 158, resolution receiving bids and ordering the preparation of the Engineer's Statement and resolution awarding bids for Street Improvement district SI 580 and Sewer Improvement district SE 584. The low bid was Knife River Corporation in the amount of \$16,986,618.65. The sales tax funds allocated for this project in the 2023 and 2024 budgets will cover the cost of the project, but there is an additional request to fund an additional \$1,050,000.00 for the contingencies using the half-cent sales tax funding.

Commissioner Marquardt motioned to concur with the North Dakota Department of Transportation (NDDOT) in the award of South Washington Street reconstruction contingent on the NDDOT concurrence of South Washington Street Reconstruction Project, AC-NHU-1-981(137), City Project HC 158, resolution receiving bids and ordering the preparation of the Engineer's Statement and resolution awarding bids for Street Improvement district SI 580 and Sewer Improvement district SE 584, and approval of an additional half-cent sales tax allocation of \$1,050,000 to cover project contingencies, and Commissioner Connelly seconded. Upon a roll call vote, all voted aye. M/C.

- G. Consider the request for resolution receiving bids and ordering preparation of the Engineer's Statement and request for resolution awarding contracts for Street Improvement District SI 577 - Part A and Part B.

Gabe Schell, City Engineer, provided information relating to the request for resolution of receiving bids and ordering the preparation of the Engineer's Statement and request for resolution awarding contracts for Street Improvement District SI 577 - Part A and Part B. The low bid for Street Improvement District No. 577 Part A was from Strata Corporation in the amount of \$2,815,987.65. The low bid for Street Improvement District No. 577 Part B was from Northern Improvement Company in the amount of \$3,508,640.60.

Commissioner Cleary motioned to approve the request for resolution of receiving bids and ordering the preparation of the Engineer's Statement and request for resolution awarding contracts for Street Improvement District SI 577 - Part A and Part B as presented, and Commissioner Marquardt seconded. Upon a roll call vote, all voted aye. M/C.

https://www.bismarcknd.gov/DocumentCenter/View/44935/Item-4G_February-27-2024

- H. Consider the request for resolution receiving bids and ordering preparation of the Engineer's Statement and resolution awarding contract for Sewer Improvement District SE 582/WPSP392.

Gabe Schell, City Engineer, requested that this item be moved to the March 12, 2024, Commission meeting so that the Engineering Department can solicit additional bids.

Commissioner Connelly motioned to move this item to the March 12, 2024, Commission meeting, and Commissioner Cleary seconded. Upon a roll call vote, all voted aye.

- I. Request for resolution creating district Parts A-1, A-2, and B, Resolution Approving Plans and Specifications, and authorization to advertise and receive bids for City Concrete (CC)24 - Parts A-1, A-2, and B.

Commissioner Zenker motioned to move this item to the March 12, 2024, Commission meeting, and Commissioner Marquardt seconded. Upon a roll call vote, all voted aye. M/C.

- J. Consider the request to use resources from NPCC to refill the Vision Fund for projects and ongoing costs.

Dmitriy Chernyak, Finance Director, addressed the Commission with a request for \$1 million to replenish the Vision Fund to support economic development projects from the Northern Plains Commerce Center fund.

Commissioner Connelly motioned to approve the request as presented, and Commissioner Marquardt seconded. Upon a roll call vote, all voted aye. M/C.

- K. Continued discussion and approval of department director employment and performance processes.

Item K was pulled from the agenda and moved to the March 12, 2024 meeting for discussion.

- L. Consider the request to provide direction for recruiting to fill the vacant Assistant City Administrator position.

Leanne Schmidt presented a proposed plan for internal recruitment of the vacant Assistant City Administrator Position. The general consensus of the Commission is to recruit internal and external applicants for the Assistant City Administrator position.

- M. Consider approval of the application by Cloverdale Foods Company PACE Loan interest rate buy down for and expansion project necessary to accommodate growth.

Nathan Schneider, with the Bismarck-Mandan Chamber EDC, presented an application by Cloverdale Foods Company for a PACE Loan interest rate buy down for an expansion project necessary to accommodate growth.

Commissioner Marquardt motioned to approve the plan as presented, and Commissioner Cleary seconded. Upon a roll call vote, all voted aye. M/C.

- N. Request of the Bismarck Event Center to go into executive session under NDCC 44-04-19.1 (9) for contract negotiation / negotiation strategy.

Item N was pulled from the agenda prior to the meeting.

- O. Request of the Engineering Department to enter Executive Session under North Dakota Century Code Section 44-04-19.2 regarding contract negotiation/negotiation strategy under NDCC Section 44-04-19.1 (9).

Commissioner Marquardt motioned to enter into executive session under N.D.C.C. § 44-04-19.2 to discuss contract negotiation/negotiation strategy under NDCC Section 44-04-19.1 (9) at 10:02 PM, and Commissioner Cleary seconded. Upon a roll call vote, all voted aye. M/C.

Commissioner Cleary motioned to exit the executive session at 10:22 PM, and Commissioner Marquardt seconded. Upon a roll call vote, all voted aye. M/C.

Commissioner Cleary motioned to direct staff to proceed as discussed in the executive session, and Commissioner Marquardt seconded. Upon a roll call vote, all voted aye. M/C.

5. Other Business

- 1. Ben Ehreth, Community Development Director, presented a request for support of a letter to the Department of Housing and Urban Development regarding Docket Number 24 CFR 91, 24 CFR 570, and 1003 as they relate to the Community Development Block Grant Program. The general consensus of the Commission is to submit the letter.

- o https://www.bismarcknd.gov/DocumentCenter/View/44937/Item-5_February-27-2024

Adjourn

There being no further business to discuss, the meeting adjourned at 10:24 PM.

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DRAFT

PERSONNEL ACTIONS FOR THE MEETING ON March 12, 2024

Full-Time and Part-Time Appointments

Knudson, Summer Communications Specialist	CenCom	Probationary Appointment @\$24.55/hr 3/18/24
Holzer, Chris Traffic Engineer	Engineering	Probatioanary Appointment @\$49.95/hr 3/4/24
Peplinski, Julie HR Assistant	Human Resources	Probationary Appointment @\$23.80/hr 3/18/24

Separations

Beaty, Jami Concession Worker	Event Center	Resigned 2/18/24
Fettig, Kailey Records Technician	Police	Resigned 2/19/24
Denning, Zachary Senior Maintenance Technician	PW-Utilities	Resigned 2/27/24
Moyers, Joshua WWTP Operator	PW-Utilities	Terminated 2/21/24

Others

Tomanek, Jason City Administrator	Admin	Promotion @\$93.75/hr 2/18/24
Kraft, Curt Operations Agent	Airport	Unpaid Suspension 3/5/24 – 4/2/24
Jeskey, Charles Event Center Director	Event Center	Paid Admin Leave 2/27/24
Yellow, Amanda Acting Event Center Director	Event Center	Acting Event Center Director @\$59.71/hr 2/27/24
Krause, Kaden Forestry Tech I	PW-Services	Leave w/out Pay 2/17/24



Administration Department

DATE: March 12, 2024

FROM: Jason Tomanek, City Administrator

ITEM: Class I-2 Complimentary Alcohol License Application - Lux Nails

REQUEST:

Introduction of and call for a public hearing on a request for a new Class I-2: Complimentary Alcohol license for Le Beauty, LLC. dba Lux Nails at 3001 Yorktown Drive.

BACKGROUND INFORMATION:

Le Beauty, LLC. dba Lux Nails is requesting the issuance of a new Class I-2: Complimentary Alcohol license at 3001 Yorktown Drive.

Class I-2. To an applicant for the complimentary provision of “on-sale” only beer, wine, and liquor, subject to the following conditions:

- A. The applicant must be a business with a permanent location within the City of Bismarck.
- B. The dispensing of alcohol is only to customers on the licensed premises without any additional charge for the alcoholic beverage.
- C. The license is for “on-sale” only, and “off-sale” is not permitted. A cessation of business at a licensed location for a period of ninety days or longer shall constitute cause to revoke such license pursuant to Section 5-01-09.
- D. Once a license has been established at a particular location, the license may not be transferred to another location.
- E. A licensee may not obtain an event permit pursuant to Section 5-01-13 except on real property owned in the name of the licensee.
- F. The licensee must obtain and keep in effect off-premises alcohol liability insurance and provide the City proof of insurance with its license application.

RECOMMENDED CITY COMMISSION ACTION:

Staff recommends approval of the introduction of and call for a public hearing on the request for a new Class I-2, Complimentary Alcohol, from Le Beauty, LLC. dba Lux Nails at 3001 Yorktown Drive, with the public hearing scheduled for Tuesday, March 26, 2024.

STAFF CONTACT INFORMATION:

Whitnie Olsen, Senior Administrative Assistant, wolsen@bismarcknd.gov

ATTACHMENTS:

1. Lux Nails Application_Redacted
2. Lux Nails Site Diagram

Print

Retail Alcohol Beverage License - Submission #22202

Date Submitted: 2/28/2024



License Information:

Application Type*

New License Application

License Type*

Please select the type(s) of license(s) you are applying for.

- Class A: Nationally Organized Fraternal Order or Club - \$3,700
- Class B-1: Operator of the Beverage Concession at the Airport Terminal Building - \$650
- Class B-2: Concession at the Bismarck Municipal Country Club - \$650
- Class B-3: Commercial passenger vessels on the Missouri River - \$650
- Class B-3: Commercial passenger vessels on the Missouri River - \$650
- Class B-4: Sale of Beer & Wine at the Bismarck Event Center - \$650
- Class B-5: Sale of Beer & Wine at Bismarck Parks and Recreation Locations - \$650
- Class B-6 : Commercial Airline - \$650
- Class C-1: Hotel or Motel Full Service - \$3,800
- Class C-2: Hotel or Motel - \$1,000
- Class D: Sale at Retail of Alcoholic Beverages - \$4,100
- Class E: Sale at Retail of Beer Only - \$800
- Class F-1: Restaurant - Alcoholic Beverages - \$3,500
- Class F-2: Restaurant - Beer & Wine Only - \$1,100
- Class G: Catered Retail Beer, Wine, & Liquor - \$650
- Class H-1: Domestic Winery - \$800
- Class H-2: Domestic Brewery - \$800
- Class H-3: Domestic Distillery - \$800
- Class I-1: Senior Living Community - \$350
- Class I-2: Complimentary - \$350

Location Information:

Legal Business Name:*

Le Beauty LLC

Doing Business As (DBA) Name, if Applicable:*

Lux Nails

Date of Incorporation:*

10/02/2023

State of ND Liquor License No.:

ND

If out of state corporation, is corporation registered in North Dakota?

- Yes
- No
- N/A

Location Address:*

3001 Yorktown Dr

City:*

Bismarck

State:*

ND

Zip:*

58503

Phone No.:*

7017510721

Name and Title of Person Completing Form (must be the person listed in ownership information or manager):

Nhi Le

Contact Information (Where correspondence is to be sent):

Primary Contact:*

Nhi Le

Email Address:*

[REDACTED]

Mailing Address:*

[REDACTED]

City:*

Bismarck

State:*

ND

Zip:*

58503

Phone No.:*

7013338150

Manager's Name:*

Nhi Le

Date of Birth:*

[REDACTED] 1994

Percentage of Ownership:*

50

Driver's License No.:*

[Redacted]

State Issued:*

ND

Gender:

Female

Race:

Asian

Home Address:*

909 Calvert Dr

City:*

Bismarck

State:*

ND

Zip:*

58503

Phone No.:*

[Redacted]

Occupation:*

Master Manicurist

Title:*

Owner

Email Address:*

[Redacted]

List all officers, directors, and stockholders of corporation and percentage of ownership:

Name:*

Thu Hoai Nguyen

Date of Birth:*

[Redacted]/1984

Percentage of Ownership:*

50

Driver's License No.:*

[Redacted]

State Issued:*

ND

Gender:

Female

Race:

Asian

Home Address:*

[Redacted]

City:*

Bismarck

State:*

ND

Zip:*

58504

Phone No.:*

[Redacted]

Occupation:*

Master manicurist

Title:*

Owner

Email Address:

[Redacted]

Name:

Date of Birth:

Percentage of Ownership:

Driver's License No.:

State Issued:

Gender:

Race:

Home Address:

City:

State:

Zip:

Phone No.:

Occupation:

Title:

Email Address:

Name:

Date of Birth:

Percentage of Ownership:

Driver's License No.:

State Issued:

Gender:

Race:

Home Address:

City:

State:

Zip:

Phone No.:

Occupation:

Title:

Email address:

Please submit all officers that will not fit on this form.

No file chosen

The undersigned states that the following information is true and correct.

1. Are manager and partners legal residents of the United States and the State of North Dakota, and are all officers or directors legal residents of the United States?*

- Yes
- No

If no, please explain:

2. Have any of the persons listed above been convicted of any crime within the past five years? *

- Yes
- No

If yes, list all convictions and the dates, locations and sentence of disposition of each:

3. Does the building meet all state and local sanitation and safety requirements?*

- Yes
- No

4. Has applicant, or any of the persons listed above, within the past five years had any license to engage in sale of alcoholic beverages revoked or suspended? *

- Yes
- No

If yes please, give details:

5. If new application, have you ever engaged in the sale or transportation of alcoholic beverages previously?*

- Yes
- No
- N/A

If yes please, give details:

6. Has applicant, or any of the persons listed above, within the past five years, had an application for any federal or state or local license of any type rejected or denied? *

- Yes
- No

If yes please, give details:

7. Is there any agreement or understanding, or proposed agreement or understanding to obtain the license for another, or to operate the business for another, or as an agent for another?*

- Yes
- No

If yes please, give details:

8. Has the business been sold or leased, or is there any intention to sell or lease the business to another?*

- Yes
- No

If yes please, give details:

9. Has the applicant, or any of the persons listed above, shown interest in whatsoever, directly or indirectly, any other license liquor establishment within or without the State of North Dakota?*

- Yes
- No

If yes please, give details:

10. Will the applicant, or any of the persons listed above, be engaged in any other business other than the sale of liquor under the license applied for?*

- Yes
- No

If yes please, give details:

11. Have all property taxes and special assessments currently due been paid?*

- Yes
- No

If not please, explain why:

Currently leasing the building and plan to serve complimentary champagne to clients, maximum 1 glass per client.

Special Requirements:

All Class F-1, F-2, C-2, & G license holders shall file with the application for license renewal a copy of their report of food and alcoholic beverage amounts that they have filed with the State of North Dakota for their state alcohol permit for the immediately preceding calendar year prior to renewal. The Board of City Commissioners may, at its discretion, require the licensee to provide such additional proof of the licensee's compliance with this section as the commission deems necessary.

Upload Gross Food Sales Report:

No file chosen

Liquor License Site Diagram Requirements:

- Site diagrams are to be submitted on a plain sheet of paper, 8½ x 11-inch size.
- The agency name shall be included on the diagram.
- The direction "North" shall be included on the diagram.
- The interior design of the licensed area shall be represented. This should include entrances, exits, interior doors, windows, tables, coolers, storage offices and room dividers.
- The diagram may be hand drawn, but it must be neat and reasonably accurate.
- If the licensed site is part of a larger complex such as a restaurant, areas such as mixing, serving and storage must be identified.

Upload Site Diagram:*

Floor plan 2.pdf

Liquor License Transfers

Download Required Form for License Transfer:

[Alcoholic Beverage License Transfer Form](#)

Upload Notarized Alcoholic Beverage License Transfer Form

No file chosen

I agree that I will not transfer or sell this license, if granted, without the prior approval of the governing body and in accordance with applicable ordinances,*

I agree

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

I agree

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

I agree

Signature of Applicant:*

Nhi Le

//

By checking this box I acknowledge that I am electronically signing this liquor license application.*

Date:*

2/28/2024

Electronic Signature

Payment Options:*

Credit Card Authorization Form 

NOTE: This application must be accompanied by required fees.

The \$200 application fee is due when the application is submitted. (Fee does not apply to renewal applications)

Credit Card

Upload Credit Card Authorization Form

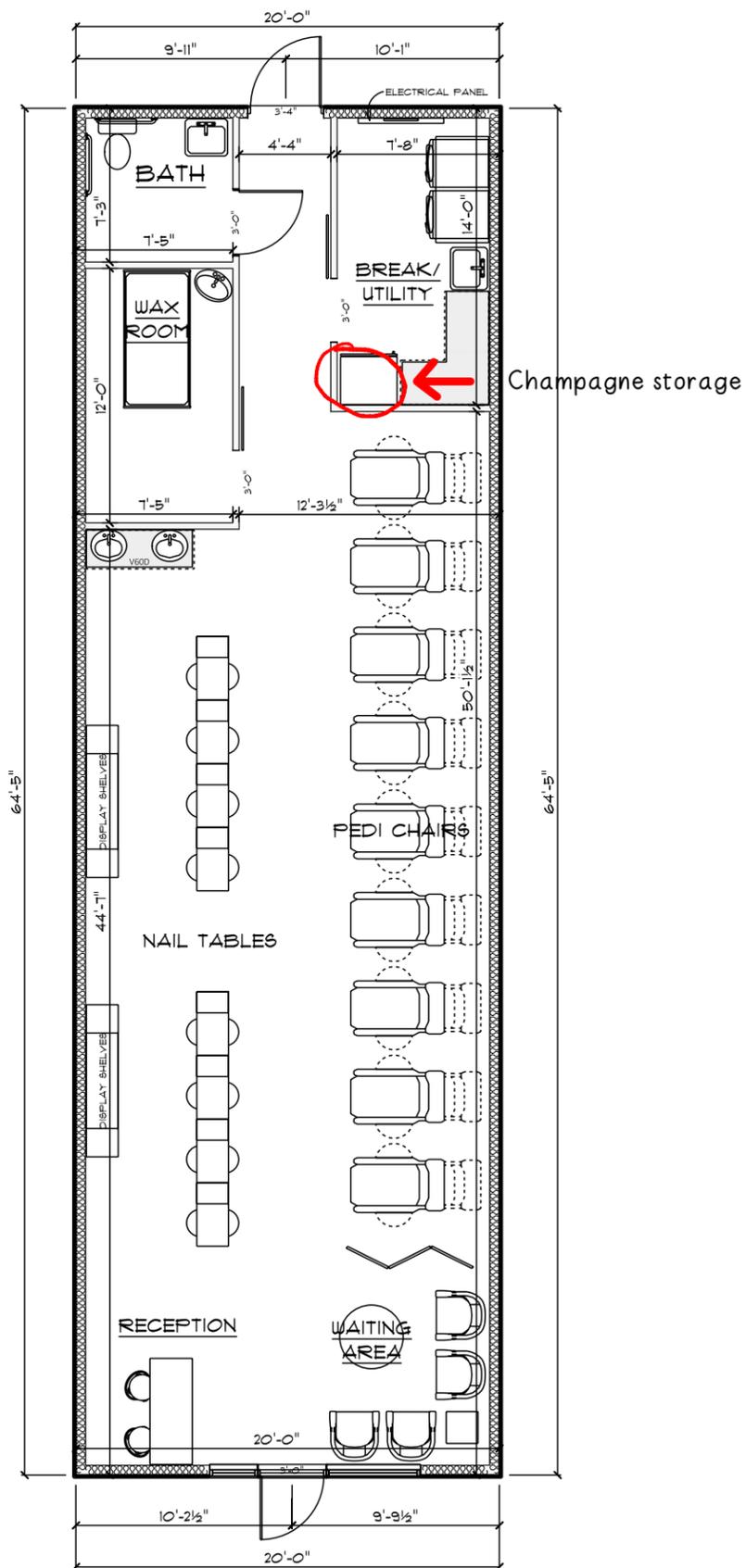
[Credit Card Authorization Form](#)

Credit Card Authorization.pdf

Mail Payments To:

City of Bismarck Administration, 221 North 5th Street, Bismarck, ND 58501

North



23-050 FLOOR PLAN
 SCALE = 1/8" = 1'-0"

PLAN #
23-050

Information

- 1288 Sq Ft
- 12' -0" Suspended Ceilings
- Main
- 8' -0" Ceilings
- Bath
- Wax
- Break/Utility

ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR MUST CHECK ALL DETAILS AND DIMENSIONS AND BE RESPONSIBLE FOR THE SAME FOR ALL GOVERNING CODES AND BUILDING PRACTICES. THESE DRAWINGS CONFORM TO GENERALLY ACCEPTED BUILDING PRACTICES, HOWEVER, STATE AND LOCAL CODES VARY WIDELY. THE DESIGNER, AND "BFS" SHALL NOT BE HELD LIABLE FOR ANY ERRORS. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE STATE AND LOCAL CODES. DO NOT SCALE DRAWINGS. PRINTED DIMENSIONS OVERRIDE SCALING. VERIFY WITH THE WINDOW MANUFACTURER ON ALL WINDOW SIZES AND APPLICABLE EGRESS REQUIREMENTS. CONTRACTOR SHALL VERIFY ALL MECHANICAL AND ELECTRICAL REQUIREMENTS AND CLEARANCE. CONTRACTOR SHALL VERIFY ALL FLOOR AND ROOF BEARING LOCATIONS. CONTRACTOR SHALL VERIFY ALL BEAM AND HEADER SIZES FOR CODE COMPLIANCE.

1513 39TH AVE.
 P.O. BOX 39
 MANDAN, ND 58554
 PHONE: 663-9861
 FAX: 663-1346



NOTE: CONTRACTOR / HOMEOWNER RESPONSIBLE FOR SENDING PLANS TO SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS

VERIFY ALL DIMENSIONS

PLAN # 23-050	PRINT DATE: Tuesday, October 31, 2018 PRINT TIME: 10:39 AM
CONTRACTOR: Bulldog Contracting	SCALE: 1/8" = 1'-0"
CUSTOMER: Lux Nails	DRAWN BY: Callista Moch



Administration Department

DATE: March 12, 2024

FROM: Jason Tomanek, City Administrator

ITEM: Class I-2 Complimentary Alcohol License Application - Plant Perfect

REQUEST:

Introduction of and call for a public hearing on a request for a new Class I-2: Complimentary Alcohol license for COM Garden Center Inc. dba Plant Perfect at 4615 Ottawa Street.

BACKGROUND INFORMATION:

COM Garden Center Inc., dba Plant Perfect, is requesting the issuance of a new Class I-2: Complimentary Alcohol license at 4615 Ottawa Street.

Class I-2. To an applicant for the complimentary provision of “on-sale” only beer, wine, and liquor, subject to the following conditions:

- A. The applicant must be a business with a permanent location within the City of Bismarck.
- B. The dispensing of alcohol is only to customers on the licensed premises without any additional charge for the alcoholic beverage.
- C. The license is for “on-sale” only, and “off-sale” is not permitted. A cessation of business at a licensed location for a period of ninety days or longer shall constitute cause to revoke such license pursuant to Section 5-01-09.
- D. Once a license has been established at a particular location, the license may not be transferred to another location.
- E. A licensee may not obtain an event permit pursuant to Section 5-01-13 except on real property owned in the name of the licensee.
- F. The licensee must obtain and keep in effect off-premises alcohol liability insurance and provide the City proof of insurance with its license application.

RECOMMENDED CITY COMMISSION ACTION:

Staff recommends approval of the introduction of and call for a public hearing on the request for a new Class I-2, Complimentary Alcohol, from COM Garden Center Inc. dba Plant Perfect at 4615 Ottawa Street, with the public hearing scheduled for Tuesday, March 26, 2024.

STAFF CONTACT INFORMATION:

Whitnie Olsen, Senior Administrative Assistant, wolsen@bismarcknd.gov

ATTACHMENTS:

1. Plant Perfect Application_Redacted
2. Plant Perfect Site Diagram

Print

Retail Alcohol Beverage License - Submission #22183

Date Submitted: 2/24/2024



License Information:

Application Type*

New License Application

License Type*

Please select the type(s) of license(s) you are applying for.

- Class A: Nationally Organized Fraternal Order or Club - \$3,700
- Class B-1: Operator of the Beverage Concession at the Airport Terminal Building - \$650
- Class B-2: Concession at the Bismarck Municipal Country Club - \$650
- Class B-3: Commercial passenger vessels on the Missouri River - \$650
- Class B-3: Commercial passenger vessels on the Missouri River - \$650
- Class B-4: Sale of Beer & Wine at the Bismarck Event Center - \$650
- Class B-5: Sale of Beer & Wine at Bismarck Parks and Recreation Locations - \$650
- Class B-6 : Commercial Airline - \$650
- Class C-1: Hotel or Motel Full Service - \$3,800
- Class C-2: Hotel or Motel - \$1,000
- Class D: Sale at Retail of Alcoholic Beverages - \$4,100
- Class E: Sale at Retail of Beer Only - \$800
- Class F-1: Restaurant - Alcoholic Beverages - \$3,500
- Class F-2: Restaurant - Beer & Wine Only - \$1,100
- Class G: Catered Retail Beer, Wine, & Liquor - \$650
- Class H-1: Domestic Winery - \$800
- Class H-2: Domestic Brewery - \$800
- Class H-3: Domestic Distillery - \$800
- Class I-1: Senior Living Community - \$350
- Class I-2: Complimentary - \$350

Location Information:

Legal Business Name:*

COM Garden Center Inc

Doing Business As (DBA) Name, if Applicable:*

Plant Perfect

Date of Incorporation:*

10-26-2020

State of ND Liquor License No.:

North Dakota

If out of state corporation, is corporation registered in North Dakota?

- Yes
- No
- N/A

Location Address:*

4615 Ottawa St

City:*

Bismarck

State:*

North Dakota

Zip:*

58503

Phone No.:*

7014125961

Name and Title of Person Completing Form (must be the person listed in ownership information or manager):

Contact Information (Where correspondence is to be sent):

Primary Contact:*

Casey McCollum

Email Address:*

[REDACTED]

Mailing Address:*

4615 Ottawa St

City:*

Bismarck

State:*

North Dakota

Zip:*

58503

Phone No.:*

[REDACTED]

Manager's Name:*

Casey McCollum

Date of Birth:*

[REDACTED]-1996

Percentage of Ownership:*

100

Driver's License No.:*

[Redacted]

State Issued:*

ND

Gender:

Male

Race:

Home Address:*

[Redacted]

City:*

Bismarck

State:*

ND

Zip:*

58503

Phone No.:*

[Redacted]

Occupation:*

Owner

Title:*

President

Email Address:*

[Redacted]

List all officers, directors, and stockholders of corporation and percentage of ownership:

Name:*

Casey McCollum

Date of Birth:*

[Redacted]

Percentage of Ownership:*

100

Driver's License No.:*

[Redacted]

State Issued:*

ND

Gender:

Male

Race:

Home Address:*

[Redacted]

City:*

Bismarck

State:*

ND

Zip:*

58503

Phone No.:*

[Redacted]

Occupation:*

Title:*

Email Address:

Owner

President

Name:

Date of Birth:

Percentage of Ownership:

Driver's License No.:

State Issued:

Gender:

Race:

Home Address:

City:

State:

Zip:

Phone No.:

Occupation:

Title:

Email Address:

Name:

Date of Birth:

Percentage of Ownership:

Driver's License No.:

State Issued:

Gender:

Race:

Home Address:

[Empty text box for Home Address]

City:

State:

Zip:

Phone No.:

[Empty text box for City]

[Empty text box for State]

[Empty text box for Zip]

[Empty text box for Phone No.]

Occupation:

Title:

Email address:

[Empty text box for Occupation]

[Empty text box for Title]

[Empty text box for Email address]

Please submit all officers that will not fit on this form.

No file chosen

The undersigned states that the following information is true and correct.

1. Are manager and partners legal residents of the United States and the State of North Dakota, and are all officers or directors legal residents of the United States?*

- Yes
- No

If no, please explain:

[Empty text box for explanation]

2. Have any of the persons listed above been convicted of any crime within the past five years? *

- Yes
- No

If yes, list all convictions and the dates, locations and sentence of disposition of each:

[Empty text box for convictions]

3. Does the building meet all state and local sanitation and safety requirements?*

- Yes
- No

4. Has applicant, or any of the persons listed above, within the past five years had any license to engage in sale of alcoholic beverages revoked or suspended? *

- Yes
- No

If yes please, give details:

5. If new application, have you ever engaged in the sale or transportation of alcoholic beverages previously?*

- Yes
- No
- N/A

If yes please, give details:

6. Has applicant, or any of the persons listed above, within the past five years, had an application for any federal or state or local license of any type rejected or denied? *

- Yes
- No

If yes please, give details:

7. Is there any agreement or understanding, or proposed agreement or understanding to obtain the license for another, or to operate the business for another, or as an agent for another?*

- Yes
- No

If yes please, give details:

8. Has the business been sold or leased, or is there any intention to sell or lease the business to another?*

- Yes
- No

If yes please, give details:

9. Has the applicant, or any of the persons listed above, shown interest in whatsoever, directly or indirectly, any other license liquor establishment within or without the State of North Dakota?*

- Yes
- No

If yes please, give details:

10. Will the applicant, or any of the persons listed above, be engaged in any other business other than the sale of liquor under the license applied for?*

- Yes
- No

If yes please, give details:

11. Have all property taxes and special assessments currently due been paid?*

- Yes
- No

If not please, explain why:

Special Requirements:

All Class F-1, F-2, C-2, & G license holders shall file with the application for license renewal a copy of their report of food and alcoholic beverage amounts that they have filed with the State of North Dakota for their state alcohol permit for the immediately preceding calendar year prior to renewal. The Board of City Commissioners may, at its discretion, require the licensee to provide such additional proof of the licensee's compliance with this section as the commission deems necessary.

Upload Gross Food Sales Report:

No file chosen

Liquor License Site Diagram Requirements:

- Site diagrams are to be submitted on a plain sheet of paper, 8½ x 11-inch size.
- The agency name shall be included on the diagram.
- The direction "North" shall be included on the diagram.
- The interior design of the licensed area shall be represented. This should include entrances, exits, interior doors, windows, tables, coolers, storage offices and room dividers.
- The diagram may be hand drawn, but it must be neat and reasonably accurate.
- If the licensed site is part of a larger complex such as a restaurant, areas such as mixing, serving and storage must be identified.

Upload Site Diagram:*

layout plant perfect.png

Liquor License Transfers

Download Required Form for License Transfer:

[Alcoholic Beverage License Transfer Form](#)

Upload Notarized Alcoholic Beverage License Transfer Form

No file chosen

I agree that I will not transfer or sell this license, if granted, without the prior approval of the governing body and in accordance with applicable ordinances,*

I agree

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

I agree

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

I agree

Signature of Applicant:*

Casey McCollum

//

By checking this box I acknowledge that I am electronically signing this liquor license application.*

Date:*

2/24/2024

Electronic Signature

Payment Options:*

Credit Card Authorization Form 

NOTE: This application must be accompanied by required fees.

The \$200 application fee is due when the application is submitted. (Fee does not apply to renewal applications)

Credit Card

Upload Credit Card Authorization Form

[Credit Card Authorization Form](#)

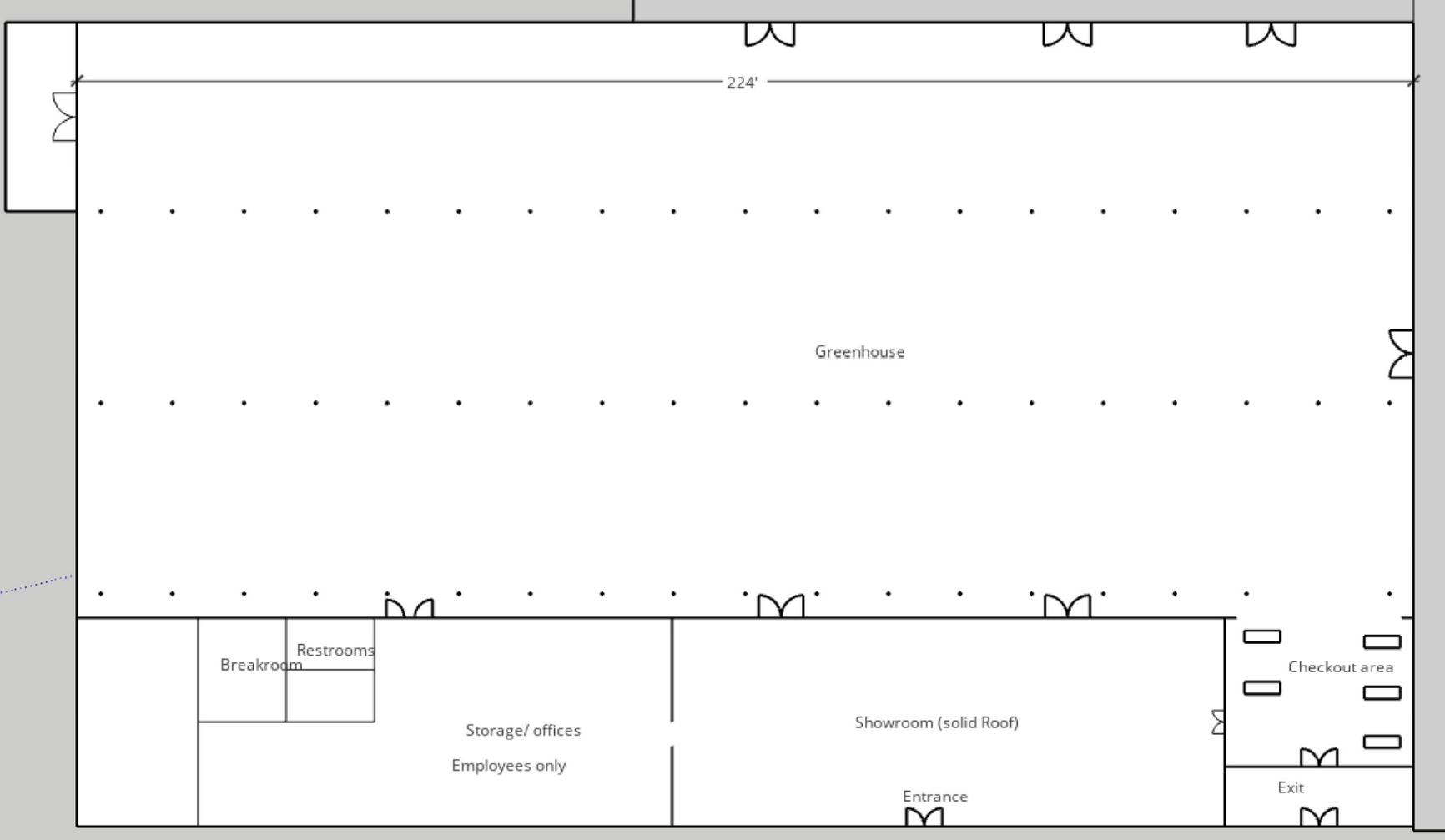
Credit-Card-Authorization-Form-PDF.pdf

Mail Payments To:

City of Bismarck Administration, 221 North 5th Street, Bismarck, ND 58501

COM Garden Center Inc
DBA Plant Perfect

4615 Ottawa St
Bismarck, ND 58503





Community Development Department

DATE: March 12, 2024

FROM: Ben Ehreth, Community Development Director

ITEM: Recommended appointment for the Bismarck Historic Preservation Commission.

REQUEST:

On behalf of Mayor Schmitz, the Community Development Department recommends Mr. James (Scooter) Pursley be appointed to serve on the Bismarck Historic Preservation Commission.

BACKGROUND INFORMATION:

If confirmed by the Board of City Commissioners, Mr. Pursley's term would begin on March 20, 2024. He would be appointed to fulfill a term expiring on December 31, 2025.

RECOMMENDED CITY COMMISSION ACTION:

It is recommended that Mr. Pursley be appointed to serve on the Historic Preservation Commission for terms expiring in December 2025.

STAFF CONTACT INFORMATION:

Ben Ehreth, Community Development Director, 701-355-1842, behreth@bismarcknd.gov

ATTACHMENTS:

None



Community Development Department

DATE: March 12, 2024

FROM: Ben Ehreth, Community Development Director

ITEM: Supplemental HOME funds to pass through the City to the North Dakota Housing Finance Agency.

REQUEST:

Consider the request for additional supplemental HOME funds to pass through the City to NDHFA as a subrecipient.

BACKGROUND INFORMATION:

In 2019, the City of Bismarck provided HOME funds to Community Works of North Dakota for the purchase of Boulevard Apartments at 1100 East Boulevard Avenue. Since that time, the City has assigned all HOME rights and responsibilities to NDHFA.

Because the City of Bismarck was the initial recipient of the HOME funds and the responsible entity of the environmental review conducted for the issuance of funds, the supplemental funds would need to pass from the State of North Dakota, to the City, and through to NDHFA. The additional supplemental assistance to be awarded is \$661,702.00.

RECOMMENDED CITY COMMISSION ACTION:

Approve the request for supplemental HOME funds in the amount of \$661,702.00 to pass from the State of North Dakota, to the City of Bismarck and through to NDHFA for the Community Works of North Dakota project at Boulevard Apartments, 1100 East Boulevard Avenue.

STAFF CONTACT INFORMATION:

Ben Ehreth, Community Development Director, 701-355-1842, behreth@bismarcknd.gov
Hilary Balzum, CDBG Program Administrator, 701-355-1847, hbalzum@bismarcknd.gov

ATTACHMENTS:

1. Boulevard Apartments Supplemental HOME Assistance

RECIPIENT AND GRANTOR INFORMATION

Program Type		Project Name		
Instrument Type <input type="checkbox"/> Grant <input type="checkbox"/> Loan <input type="checkbox"/> Cooperative Agreement		Instrument Number		
Recipient Name				
Address		City	State	ZIP Code
Grantor/Lender North Dakota Housing Finance Agency, PO Box 1535, Bismarck, ND 58502-1535				
Recipient Federal Identification Number		Budget/Project Period		Date
Recipient Type <input type="checkbox"/> State Government <input type="checkbox"/> Local Government <input type="checkbox"/> Indian Tribal Government <input type="checkbox"/> Individual <input type="checkbox"/> For Profit Organization <input type="checkbox"/> Other Non-Profit Organization <input type="checkbox"/> Other (specify) _____				
Funding Source <input type="checkbox"/> Federal \$ _____ <input type="checkbox"/> State \$ _____ <input type="checkbox"/> Other \$ _____				
Eligible Use of Funds				
Type of Award <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment No.		Federal Grant Number (if applicable)		CFDA Number (if applicable)
Administering Agency North Dakota Housing Finance Agency		Project Administrator		Telephone Number (701) 328-8080
Procurement Method (if applicable) <input type="checkbox"/> Formal Bid <input type="checkbox"/> Noncompetitive Negotiation/Application <input type="checkbox"/> Competitive Negotiation/Application <input type="checkbox"/> Small Purchase				

FUNDING AUTHORIZATION

NDHFA Funds Awarded this Action	\$ _____
NDHFA Carryover Funds Authorized	\$ _____
NDHFA Previous Award(s) this Project Period	\$ _____
NDHFA Previous De-authorizations this Project Period	\$ _____
Current NDHFA Funds Authorized	\$ _____
Recipient Share of Budget	\$ _____
Total Approved Budget	\$ _____
Remarks	

This award agreement is entered into by the RECIPIENT and GRANTOR specified above. The RECIPIENT agrees to implement the tasks delineated in this award and will comply with all incorporated and referenced terms and conditions. The award consists of this signatory sheet, the attached terms and conditions letter, and previously provided application.

EVIDENCE OF RECIPIENT ACCEPTANCE

Print Name	Signature	Date
------------	-----------	------

EVIDENCE OF GRANTOR ACCEPTANCE

Print Name	Signature	Date
------------	-----------	------

HOME SUBRECIPIENT AGREEMENT

Instrument Number: HOME-2019-02

THIS HOME SUBRECIPIENT AGREEMENT is entered into as of the ____ day of March, 2024, by and between the City of Bismarck, a municipal corporation under the laws of the State of North Dakota, with a mailing address of PO Box 5503, Bismarck, ND 58506-5503, ("Subrecipient"), and the Industrial Commission of North Dakota acting as the North Dakota Housing Finance Agency, an instrumentality of the State of North Dakota, with an address at Post Office Box 1535, Bismarck, North Dakota 58502-1535, ("Agency").

WHEREAS, CWND Bismarck, LLLP, a North Dakota limited liability limited partnership, ("Borrower"), the Subrecipient, and North Dakota Department of Commerce, Division of Community Services ("DCS") entered into a certain HOME Development Agreement ("Development Agreement") on the 1st of November, 2020 ("Effective Date"); and

WHEREAS, as of the Effective Date, DCS administered the HOME Program for the State of North Dakota. As of July 1st, 2021, DCS ceased administering the HOME Program for the State of North Dakota and Agency began administering the HOME Program for the State of North Dakota; and

WHEREAS, Agency is the administrator of HOME Investment Partnerships Program funds ("HOME Funds") received from the U.S. Department of Housing and Urban Development ("HUD") under the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 et seq. ("Act"); and

WHEREAS, the purpose of the HOME Investment Partnerships Program ("HOME Program") is to increase and preserve the supply of decent, safe, sanitary, and affordable housing for low-income and very-low-income households; and

WHEREAS, Agency, acting pursuant to the Act, heretofore adopted a HOME Request for Proposals and 2023 Annual Allocation Plan ("Plan") to carry out housing activities eligible under the HOME Program; and

WHEREAS, the Subrecipient has been selected by the Agency to act as a pass-through-funding entity of the Agency's HOME Program, to be funded by the Agency acting as a Participating Jurisdiction ("PJ"); and

WHEREAS, the Subrecipient was provided eight thousand two hundred ninety-two and 69/100 dollars (\$8,292.69) by DCS for the reimbursement of qualified administrative expenses, and through the Development Agreement, an additional six hundred eighty-nine thousand six hundred fifty and 00/100 dollars (\$689,650.00) in HOME Funds ("Initial Loan Amount") to Borrower acting as a pass-through entity funded by DCS; and

WHEREAS, the Borrower applied for, and the Agency has awarded, additional HOME Funds to the Borrower in the amount of six hundred sixty-one thousand seven hundred two and 00/100 dollars (\$661,702.00) ("Additional Loan Amount"); and

WHEREAS, the Subrecipient has agreed to fund the Additional Loan Amount to the Borrower as a pass-through entity on behalf of the Agency; and

WHEREAS, the Subrecipient and Agency agree for the need to separate the Subrecipient's requirements and obligations to the Agency under the HOME Program's requirements for subrecipients from the Development Agreement into this Agreement; and

WHEREAS, subject to the Subrecipient's performance of its obligations under this Agreement and the HOME Program, the Agency agrees to provide HOME Funds to the Subrecipient; and

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth herein, Agency and Subrecipient do agree, for themselves and for their respective successors and assigns, as follows:

1. **Written Agreement.** Subrecipient shall require any entity awarded the Subgrant to enter into a written agreement with the PJ which shall satisfy the requirements defined in §92.2 of Title 24, Part 92, Code of Federal Regulations (24 CFR §92.1, *et seq*, referred to herein as the "HOME Regulations") and include the minimum required provisions of a written agreement pursuant to 24 CFR §92.504(b) and (c)(2).
2. **Term.** This Agreement shall remain in effect until one hundred percent (100%) of the Subgrant has been expended on qualified expenses ("Term").
3. **Amount and Use of HOME Funds.** The Agency agrees to provide up to one million three hundred fifty-nine thousand six hundred forty-four and 69/100 dollars (\$1,359,644.69) in HOME Funds to the Subrecipient. Up to eight thousand two hundred ninety-two and 69/100 dollars (\$8,292.69) of the Subgrant may be expended by the Subrecipient for qualified administrative costs required to administer the activities of the HOME Program. The remaining one million three hundred fifty-one thousand three hundred fifty-two and 00/100 dollars (\$1,351,352.00) shall be funded to the Borrower by the Subrecipient with the Subrecipient acting as a pass-through entity.
4. **Agency Requirements.** The Subrecipient agrees to adhere to all Agency policies regarding environmental reviews and lead-based paint policies and procedures and shall defer to the Agency regarding income determinations, rehabilitation standards, and underwriting guidelines. These applicable policies are detailed in the Agency's policies and procedures.
5. **Program Income.** Agency shall administer all lending and thusly all program income resulting from recapture and repayment of funds. The Agency shall record the receipt of any program income within a period not to exceed thirty (30) days after receipt of any program income.
6. **Uniform Administrative Requirements.** The Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as set forth in 2 CFR Part 200, and any subsequent standards, guidance or circulars issued by OMB, as may be amended from time to time. The Subrecipient is a local unit of government, and as such, must also comply with the requirements of 2 CFR Part 225 (Cost Principles for State, Local and Indian Tribal Governments). A Subrecipient which expends an amount greater-than or equal-to \$750,000.00 in federal awards during its fiscal year shall be responsible for obtaining a single or program-specific audit, as applicable, prepared by an independent auditor which meets the general standards for auditors specified in GAGAS, in accordance with the requirements of Subpart F of 2 CFR Part 200.
7. **Affordability Period.** The Subrecipient shall defer to the Agency in all matters regarding the HOME Affordability Period for any specific Project. A Project's Affordability Period will be detailed within the Project's written agreement with the Agency. A Project's Affordability Period shall begin on the Project Completion Date, as defined within the Project's written agreement with the Agency.
8. **Property Standards.** The Agency will ensure that upon the Project Completion Date all units will meet applicable state and local building codes, ordinances and zoning requirements and will be decent, safe, sanitary and in a state of good repair sufficient to meet the physical condition standards set forth 24 CFR §92.251(b) (for rehabilitation), including the lead-based paint requirements of 24 CFR Part 35 for properties constructed prior to January 1, 1978, as specified in NDHFA's Lead Based Paint Policies and Procedures Manual.

The Agency shall also ensure that upon the Project Completion Date, all units will meet the NDHFA Minimum Rehab Standards. The Agency shall permit HUD or the Agency's contractors to inspect every HOME-Assisted property at reasonable times and at a reasonable frequency to monitor compliance with this section and shall promptly correct (or cause to be corrected) all deficiencies identified.

9. **Affirmative Marketing and MBE/WBE Outreach.** The Agency shall develop and implement an affirmative marketing strategy to ensure affirmative outreach and will inform all awardees of Fair Housing laws and the

non-discrimination provisions applicable to the HOME Program. The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). In the event of subcontracting for services under this Agreement, the Subrecipient shall make efforts to encourage the use of minority and women's business enterprises in connection with HOME-funded activities. The Subrecipient shall cooperate with the State in its minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, in the procurement of property and services including, without limitation, real estate firms, construction firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services.

10. **Beneficiary Demographics.** The Agency shall track and maintain a record of the race, ethnicity, gender, income and family size of all families and the gender of all heads of household for each initially occupied HOME-Assisted Unit.
11. **Requests for Disbursement of HOME Funds.** The Subrecipient may not request the disbursement of any HOME funds until the funds are needed for reimbursement of eligible costs. The amount of each request must be limited to the amount needed and may only be for costs incurred after the Effective Date, except as provided in 24 CFR §92.206(d)(1). No such request shall be processed by the Agency without the submission of proper invoices/receipts for paid or incurred costs, except for advances pre-approved by the Agency for eligible expenses, or Agency pre-approved administrative fees.
12. **Records and Recordkeeping.** The Subrecipient will permit the Agency, at its discretion, to audit the Subrecipient and its activities for compliance with the terms of this Agreement. The Subrecipient will maintain sufficient records to enable the Agency to determine whether the requirements of the HOME Program and the Plan are met and will make its records available to for inspection and copying by the Agency's at all reasonable times and in such places as may be requested by the Agency. The records include, at a minimum, those listed in the attached Exhibit A and they shall be maintained, at a minimum, for a period which is (a) five (5) years after the end of the Term or (b) the Project's Affordability Period. The Subrecipient shall also comply with the recordkeeping requirements in 2 CFR §200.334. Within five business (5) days after written request therefor, the Subrecipient shall furnish all reports and information required by the Agency or HUD in order to document compliance with the HOME Program and HOME Regulations and to assist the Agency in meeting its recordkeeping and reporting requirements.
13. **Applicable Federal Requirements.** In addition to the Uniform Administrative Requirements set forth in Section above, the Subrecipient shall comply with all other applicable federal requirements, including but not limited to, the requirements set forth in 24 CFR Part 5, subpart A; the provisions of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations; the National Environmental Policy Act and related laws and implementing regulations; the Lead-Based Paint Poisoning Prevention Act and the Residential Lead-Based Paint Hazard Reduction Act of 1992; Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and implementing regulations; the Davis-Bacon Act and implementing regulations (if the property has 12 or more HOME-Assisted Units); the "Anti-Lobbying" disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations; the requirements for funding competitions established by the U. S. Department of Housing and Urban Development Reform Act of 1989; and the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq) and implementing regulations. Further, the Subrecipient acknowledges that the regulations set forth in 2 CFR Part 2424 "Non-procurement Debarment and Suspension", are applicable.
14. **Non-Discrimination Covenant.** The Subrecipient shall not, in the selection of families, in the provision of services, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, age (except for any property or activity specifically designed for elderly occupants), national origin, handicap, or actual or perceived sexual orientation, gender identity, or marital or familial status except as provided by law. The Subrecipient shall comply with all requirements imposed by the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations; Title VI of the of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) and implementing regulations; Title VIII of the Civil Rights Act of 1968 (as amended by the

Fair Housing Amendments Act of 1988) and implementing regulations; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations; Title II of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq*);

15. **Environmental Review.** The Subrecipient and the Agency each acknowledge that the environmental review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq*) and 24 CFR Part 58 will be completed. In compliance with 58.22, the Subrecipient or Agency shall not commit or expend any funds on a project until clearance, except exempt activities under 58.34, including planning, inspection and design.
16. **Relocation.** The Agency shall work directly with any awardee to determine applicability, requirements and or allowable costs related to relocation benefits under 24 CFR Part 35 during rehabilitation as a project related cost.
17. **Labor Standards.** The Agency shall work directly with any awardee to determine the applicability and requirements of Federal labor standards.
18. **Lead-Based Paint.** All pre-1978 housing assisted with HOME funds must meet the lead-based paint requirements of 24 CFR Part 35.
19. **Conflicts of Interest.** The Subrecipient agrees that throughout the NDHFA Affordability Period:
 1. Pursuant to 24 CFR 92.356, no employee, agent, consultant, officer, or elected official or appointed official of the Agency or the Subrecipient, individually known as a "Covered Person," is eligible to have a financial interest in any contract, subcontract, or other agreement with respect to the HOME-funded activities contemplated in this Agreement. This provision shall also apply to both Covered Persons and those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person. In the event an individual who is otherwise eligible applies to the program, Subrecipient will immediately notify the Agency. Agency, in its sole discretion, may pursue a waiver from HUD under the provisions of 24 CFR 92.356(d) to allow participation notwithstanding the conflict of interest. Only HUD may grant such a waiver; neither the Agency nor the Subrecipient may grant such a waiver on its own.
20. **Default.** Any of the following will be deemed an Event of Default by the Subrecipient:
 1. Subrecipient's failure, in any manner, to fully perform and carry out any of the terms, covenants, and conditions of this Agreement; or
 2. Subrecipient's refusal or failure to proceed with the work and tasks contemplated herein with such diligence as will ensure their completion within the time fixed by the schedule set forth in this Agreement; or
 3. Material noncompliance with any applicable HOME regulatory requirements; Agency-designated program guidelines; fair housing laws; or any other applicable federal requirements or applicable State or local law, regulation, ordinance, or requirement related to the program; or
 4. Subrecipient's dissolution or other termination of existence; insolvency; forfeiture of right to do business in the State of North Dakota or business failure; appointment of a receiver of any part of the Subrecipient's property; the calling of any meetings of, or the assignment for the benefit of, creditors of the Subrecipient; or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Subrecipient which are not dismissed within 60 days.
21. **Remedies.** In the event of default by Subrecipient hereunder, which is not cured within 30 days of the mailing of written notice by the Agency, the Agency may seek any combination of the following remedies:
 1. Temporarily suspend payments under this Agreement pending the correction of a default or deficiency; or

2. Disallow, in whole or part, any project or cost hereunder which is not in compliance with this Agreement, the program guidelines, or HOME Regulations; or
3. Suspend, in whole or part, this Agreement pending correction; or, following any cure period provided by the Agency, terminate this Agreement for cause as provided in 2 CFR 200.339; or
4. Recommend to HUD that it initiate suspension or debarment proceedings as authorized under 2 CFR part 180; or
5. Take any other action available under 2 CFR 200.338; or
6. Require the repayment of previously disbursed HOME funds for questioned costs; or
7. Require Subrecipient to participate in training or technical assistance; or
8. Make use of any other remedies that may be legally available to the Agency.

22. **Termination for Convenience.** In addition to any termination for cause provided herein, this Agreement may be terminated for convenience by the Agency upon 30 days written notice. In the event of termination under this section, Subrecipient shall take steps not to take additional applications or provide additional assistance to buyers following receipt of such notice. Subrecipient shall further provide final reporting and a final request for reimbursement within 60 days of any termination under this section. Subrecipient will have no claim of payment or claim of benefit for any cancelled activities undertaken under this Agreement and shall not be entitled to, and hereby waives, all claims for lost profits and all other damages and expenses.

23. **Repayment or Recapture.** The Subrecipient acknowledges that a failure to comply with the terms of this Agreement during the NDHFA Affordability Period may cause all or part of the Grant to be subject to repayment or recapture by the Agency. If HOME funds are invested in housing that does not meet the HOME affordability requirements in 24 CFR §92.254(b), or if HOME funds are invested in a project that is terminated before completion, the HOME funds must be repaid to HUD or to the Agency in accordance with 24 CFR §92.503(b)(3). In the event that all or some portion of the Grant becomes subject to repayment or recapture, the entire amount of the HOME funds subject to repayment or recapture shall be immediately repayable in full. The Subrecipient is hereby notified and hereby acknowledges that any obligation for repayment or recapture shall be enforced by all available means against any assets of the Subrecipient or any person responsible for the noncompliance in the use of HOME funds.

24. **No Assignment.** This Agreement may not be assigned by the Subrecipient without the written consent of the Agency.

25. **Severability.** The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions of this Agreement.

26. **Modification.** This Agreement may not be altered, modified, or amended except in writing signed by an authorized agent or representative of the Subrecipient and an Authorized Officer of the Agency, after approval by the CDD Review Team.

27. **Corrections.** In the event that any corrections or revisions to the provisions of this Agreement shall be required in order for this Agreement to fully comply with the terms and conditions of the HOME Program and the regulations applicable thereto, the Agency shall have the right to correct or revise this Agreement as necessary, and the Subrecipient expressly consents to the exercise of such right by the Agency, and the Subrecipient shall promptly execute any amendments to this Agreement as shall be needed in order to confirm any and all such corrections or revisions.

28. **Recitals Part of Agreement.** The recitals at the beginning of this Agreement are not mere recitals and the terms thereof and the exhibits referenced therein are made a part of this Agreement.

29. **Acceptance of Grant Agreement.** This Agreement may be executed in two or more counterparts, each of which shall be considered an original, and shall be binding when fully executed by both parties. The Subrecipient has reviewed and hereby accepts the terms of this Agreement and acknowledges that the

HOME Funds to be made available hereunder shall only be used for the purposes and activities set forth in this Agreement and/or the Plan.

Signature page(s) follow.
Remainder of this page left intentionally blank.

IN WITNESS WHEREOF, Agency has executed this Subrecipient Agreement on this ____ day of March, 2024.

Agency: **The Industrial Commission of North Dakota acting as the
North Dakota Housing Finance Agency**

By: David A Flohr
Its: Executive Director

IN WITNESS WHEREOF, Subrecipient has executed this Subrecipient Agreement on this ____ day of March, 2024.

Subrecipient: **City of Bismarck**
a North Dakota municipal corporation

By: Jason Tomanek
Its: City Administrator

EXHIBIT A

Recordkeeping

1. Records documenting compliance with the ten percent limitation on administrative and planning costs in accordance with 24 CFR §92.207; and
2. Records demonstrating adequate budget control and other records required by 2 CFR 200.302, including evidence of periodic account reconciliations; and
3. A full description of each project assisted with HOME funds, including the location (address of each unit), form of HOME assistance, and the units assisted with HOME funds; and
4. The source and application of funds for each project, including supporting documentation in accordance with 2 CFR §200.302; and records to document the eligibility and permissibility of the project costs; and
5. Records demonstrating that any pre-award costs reimbursed from the HOME Funds meet the requirements of 24 CFR §92.212; and
6. Records demonstrating compliance with the environmental review requirements of §92.352 and 24 CFR part 58, including flood insurance requirements; and
7. Records demonstrating compliance with the lead-based paint requirements of part 35; and
8. Records supporting exceptions to the conflict-of-interest prohibition pursuant to §92.356; and
9. Records demonstrating compliance with debarment and suspension requirements in 2 CFR part 2424; and
10. Documentation of actions undertaken to meet the requirements of 24 CFR part 75 which implements section 3 of the Housing Development Act of 1968, as amended.



Community Development Department

DATE: March 12, 2024

FROM: Ben Ehreth, Community Development Director

ITEM: Release and dedicate non-access lines on Lots 3 and 4, Block 1, Briese Subdivision.

REQUEST:

Mitchell Unterseher and Mark and Tamara Unterseher are requesting the release of non-access lines over two 30-foot sections along Fernwood Drive and one 20-foot section along Sandy River Drive, as well as the dedication of a non-access line over one 30-foot section along Fernwood Drive. Staff recommends approval.

BACKGROUND INFORMATION:

The non-access lines were granted with the plat of Briese Subdivision, which was recorded June 23, 1996.

An access easement was also granted with this plat. However, if the proposed non-access lines are released, there will be several access points along this section of Fernwood Drive.

Therefore, the dedication of a 30-foot non-access line is proposed along the eastern side of this easement along Fernwood Drive.

The attached staff report contains a complete review of the request, according to standards of the Comprehensive Plan, city ordinances, and other relevant law.

RECOMMENDED CITY COMMISSION ACTION:

Based on the findings contained in the staff report, staff recommends the release of two 30-foot sections of non-access lines from Fernwood Drive along the east lines of Lots 3 and 4, Block 1, Briese Subdivision; the release of one 20-foot section of non-access line from Sandy River Drive along the south line of Lot 4, Block 1, Briese Subdivision; and the dedication of one 30-foot section of non-access line on Fernwood Drive along Lots 3 and 4, Block 1, Briese Subdivision.

STAFF CONTACT INFORMATION:

Ben Ehreth, Community Development Director, 701-355-1842, behreth@bismarcknd.gov
Daniel Nairn, Planning Manager, 701-355-1854, dnairn@bismarcknd.gov
Lauren Oster, Planner, 701-355-1846, laoster@bismarcknd.gov

ATTACHMENTS:

1. Briese Subdivision PLMD

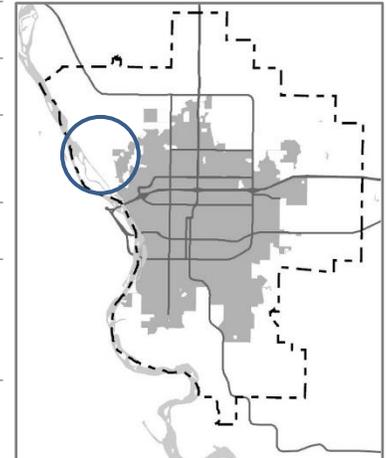
STAFF REPORT

Application for: **Non-Access Line Release**

Project ID: **PLMD2024-003**

Project Summary

<i>Title:</i>	Briese Subdivision, Lots 3 & 4, Block 1
<i>Status:</i>	City Commission - Final Consideration
<i>Property Owner(s):</i>	Mitchell Unterseher Mark and Tamara Unterseher
<i>Project Contact:</i>	Mark Issacs, PLS, ILSE, Inc.
<i>Project Location:</i>	Northwest of Bismarck, north of Interstate 94 and west of River Road, at the intersection of Sandy River Drive and Fernwood Drive
<i>Project Size:</i>	Release of a total of 80 feet of non-access lines and dedicate a total of 30 feet of non-access line
<i>Applicant Request:</i>	Release two 30-foot sections of non-access lines along Fernwood Drive, release one 20-foot section of a non-access line along Sandy River Drive, and dedicate one 30-foot section of a non-access line along Fernwood Drive
<i>Staff Recommendation:</i>	Approve



Project Narrative

Mitchell Unterseher and Mark and Tamara Unterseher are requesting the release of non-access lines over two 30-foot sections along Fernwood Drive and one 20-foot section along Sandy River Drive as well as the dedication of a non-access line over one 30-foot section along Fernwood Drive.

The non-access lines were granted with the plat of Briese Subdivision, which was recorded June 23, 1996.

There is an opening in the non-access line along Fernwood Drive adjacent to the southeast corner of Lot 3, Block 1, and the northeast corner of Lot 4, Block 1, because a 30-foot by 30-foot access easement is located here. As alternative access

points along Fernwood Drive would be available with the proposed release of non-access lines, the owners wish to dedicate a 30-foot non-access line along the eastern portion of this access easement to reduce the allowable access points along this portion of Fernwood Drive.

Public Engagement

Proposed non-access line releases are reviewed by City staff in Engineering and other departments and is not subject to public hearing or notification requirements.

Basic project information, with the ability to contact staff for more details, has been provided publicly online through the Community Development Activities map.

(continued)

Project Context

Land uses adjacent to the project area are depicted on the adjacent map:



Review Standards and Findings of Fact

The request is evaluated according to standards contained within the Comprehensive Plan, Bismarck Code of Ordinances, and relevant state law. Findings of fact, related to land use, are presented in response to each standard.

Traffic operations or safety in the area would not be adversely impacted by the proposed non-access line release ([Goal C3-b](#))

Yes. The City Engineer affirms that the proposed release of the non-access line will not adversely impact traffic operations in the area.

The public health, safety and general welfare will not be adversely impacted by the proposed release of a non-access line ([Goal S10-a](#))

Yes. As a cumulative result of all findings contained in this staff report, City of Bismarck staff

find that the proposed release of a non-access line would not adversely impact the public health, safety, and general welfare.

Staff Recommendation

Based on the above findings, staff recommends approval of the release of two 30-foot sections of non-access lines along Fernwood Drive, the release of one 20-foot section of non-access line along Sandy River Drive, and the dedication of one 30-foot section of non-access line along Fernwood Drive.

Attachments

1. Draft Resolution
2. Release Exhibit
3. Original Plat Exhibit
4. Petition from Landowner

Staff report prepared by: Lauren Oster, Planner

701-355-1846 | laoster@bismarcknd.gov

**RESOLUTION OF
THE BISMARCK BOARD OF CITY COMMISSIONERS**

**RELEASE AND DEDICATION OF NON-ACCESS LINES
IN BRIESE SUBDIVISION (PLMD2024-003)**

WHEREAS, the owners of property described as Lots 3 and 4, Block 1, Briese Subdivision, adjoining and contiguous to a platted non-access line, have heretofore joined in petition requesting that two 30-foot sections along Fernwood Drive and one 20-foot section along Sandy River Drive of said non-access lines be released and one 30-foot section of non-access line along Fernwood Drive be dedicated, verified by oath of at least one petitioner and accompanied by a plat of said non-access line to be released, having set forth the facts and reason for said release and dedication; and

WHEREAS, said platted non-access line is shown on the plat of Briese Subdivision, which was recorded on June 23, 1996; and

WHEREAS, the City Engineer and County Engineer have determined that the non-access lines proposed for release are no longer necessary for efficient traffic movement or public safety; and

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Bismarck, North Dakota, that the petition to release the platted non-access line described as:

The south 30 feet of the north 90 feet on the east side of Lot 4, Block 1, Briese Subdivision in Burleigh County, North Dakota

is in all things allowed and granted.

BE IT FURTHER RESOLVED that the petition to release the platted non-access line described as:

The south 30 feet of the north 50 feet on the east side of Lot 3, Block 1, Briese Subdivision in Burleigh County, North Dakota

is in all things allowed and granted.

BE IT FURTHER RESOLVED that the petition to release the platted non-access line described as:

The west 20 feet of the east 80 feet on the south side of Lot 4, Block 1, Briese Subdivision in Burleigh County, North Dakota

is in all things allowed and granted.

BE IT FURTHER RESOLVED that the petition to dedicate the non-access line described as:

The south 15 feet on the east side of Lot 3 and the north 15 feet on the east side of Lot 4, Block 1, Briese Subdivision in Burleigh County, North Dakota

is in all things allowed and granted.

BE IT FURTHER RESOLVED that the City Administrator be and is hereby authorized to file this resolution for record in the office of the County Recorder, Burleigh County, North Dakota.

Adopted this 12 day of March, 2024.

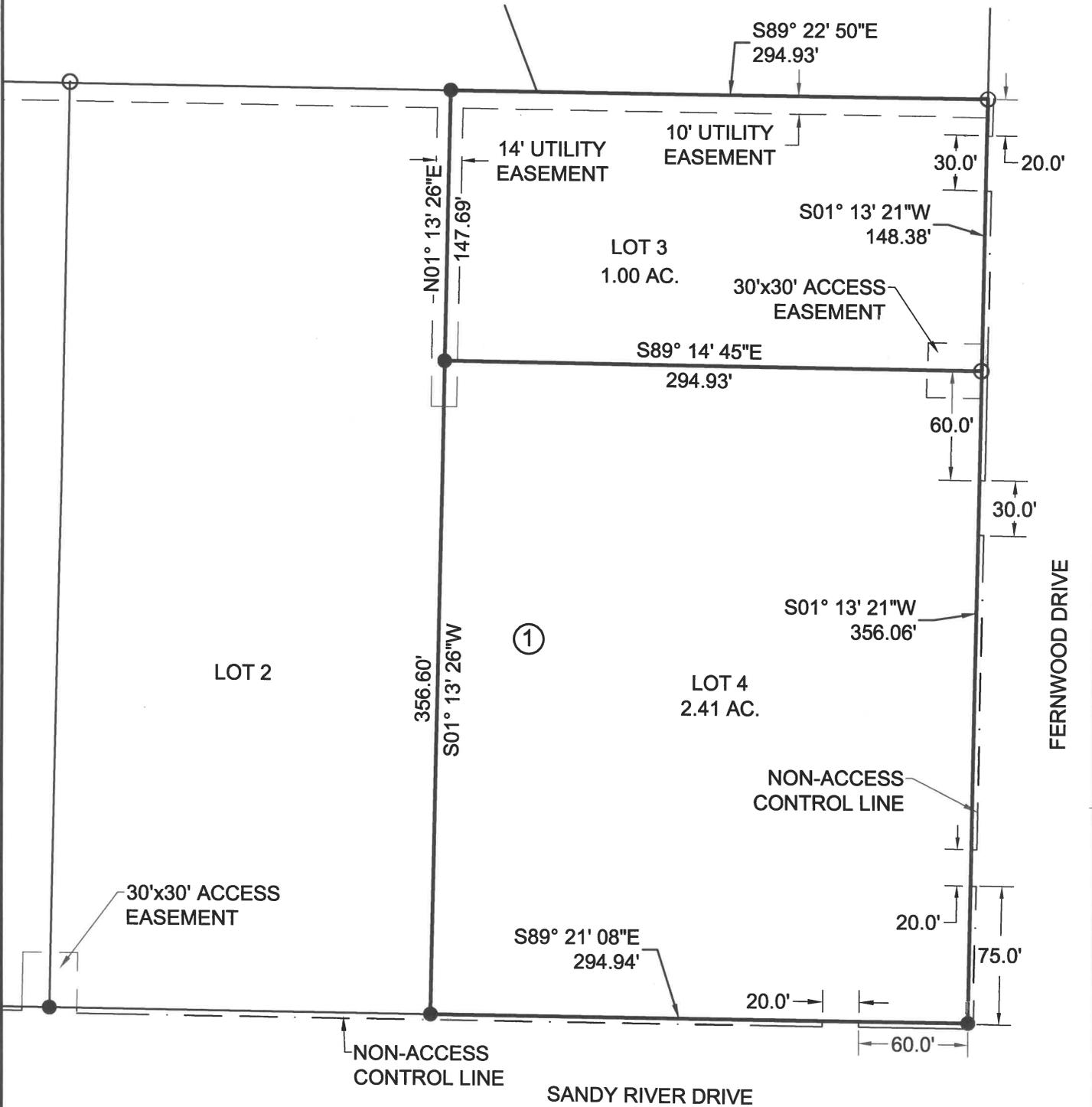
CERTIFICATE

I, Jason Tomanek, do hereby certify that I am the duly appointed, qualified City Administrator of the City of Bismarck, North Dakota, and that the foregoing is a full, true and correct copy of a resolution adopted at a legally convened meeting of the Board of City Commissioners held on this March 12, 2024.

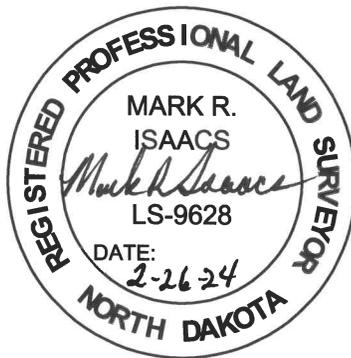
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Bismarck, North Dakota, this 12th day of March, 2024.

Jason Tomanek
City Administrator
Bismarck, North Dakota

PLAT MODIFICATION - NON-ACCESS LINES
 LOTS 3 & 4, BLOCK 1 BRIESE SUBDIVISION
 BURLEIGH COUNTY, NORTH DAKOTA; SECTION 14, T139N, R81W



NOTE: THIS DRAWING REPRESENTS THE PROPOSED NON-ACCESS LINES AND APPROACH LOCATIONS.



SCALE: 1" = 80'



BASED ON NORTH DAKOTA SOUTH ZONE-NAD83, INTERNATIONAL FEET.
 MEASUREMENTS HAVE BEEN ESTABLISHED BY RTK AND ARE REPORTED IN GRID.

- FOUND SURVEY MONUMENT
- SET 1/2" CAPPED REBAR LS-9628

Independent Land Surveying & Engineering Inc.

4215 OLD RED TRAIL NW, Mandan, ND 58554
 Phone: 701-663-5184 PROJ # 23043

BRIESE SUBDIVISION
 LOCATED IN THE SE1/4SE1/4 OF SECTION 14,
 TOWNSHIP 139 NORTH, RANGE 81 WEST, FIFTH P.M.
 BURLEIGH COUNTY, NORTH DAKOTA

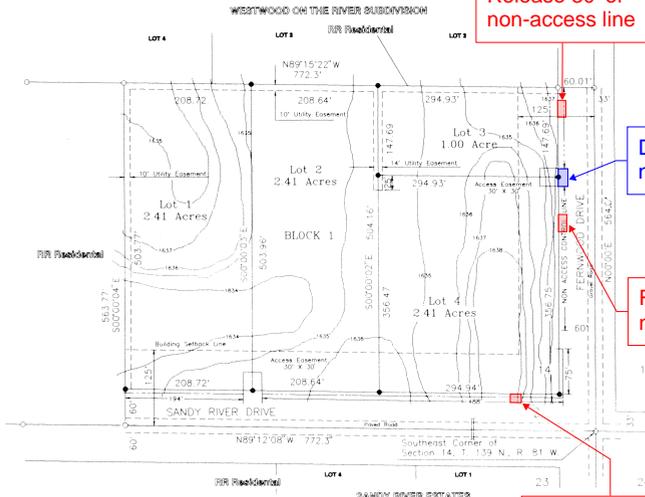


- o IRON PIPE FOUND
- IRON PIPE TO BE SET
- 100YR FLOOD PLAIN EL. 1638.1

OWNER
 Dennis L. Briese
 1613 River Dr.
 Mandan, N.D.

SURVEYOR
 Wilfred Eberle, RLS 1201
 3423 Winnipeg Dr.
 Bismarck, N.D. 58501

DISTRIBUTION OF ACREAGE
 Lots: 8.24 Acres
 Streets: 1.76 Acres
 Total: 10.00 Acres



Release 30' of non-access line

Dedicate 30' of non-access line

Release 30' of non-access line

Release 20' of non-access line

DESCRIPTION
 Part of the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section Fourteen (14), Township 139 North, Range 81 West of the Fifth P.M., Burleigh County, North Dakota, more fully described as follows:
 Beginning at a point on the southeast corner of the SE1/4SE1/4 of said Section 14, thence running N07°00'E along the east line of said SE1/4SE1/4 a distance of 564.6 feet, to a Iron Manu, on the southeast corner of "WESTWOOD ON THE RIVER SUBDIVISION", thence N89°15'22"W along the south line of "WESTWOOD ON THE RIVER SUBDIVISION" a distance of 772.3 feet, to a Iron Manu, thence S07°00'04"E a distance of 563.77 feet, to a Iron Manu, on the south line of said SE1/4SE1/4, thence S89°12'08"E along the south line of said SE1/4SE1/4 a distance of 772.3 feet to the point of beginning.
 Tract contains 10.00 acres, more or less.

SURVEYOR'S CERTIFICATE
 I, Wilfred Eberle, a Registered Land Surveyor in the State Of North Dakota hereby certify that the accompanying plat was surveyed under my supervision and that all information shown hereon is true and correct to the best of my knowledge.

Wilfred Eberle
 Registered Land Surveyor
 N.D. Registration 1201



STATE OF NORTH DAKOTA
 COUNTY OF BURLEIGH
 On this 22 day of May, 1996, personally appeared before me, Wilfred Eberle, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

Notary Public - Burleigh County
 My Commission expires

PAUL J. PFEIFFER
 Notary Public, STATE OF NORTH DAKOTA
 My Commission Expires March 18, 2000

APPROVAL OF BOARD OF COUNTY COMMISSIONERS
 The Board of County Commissioners of Burleigh County, North Dakota, has approved the subdivision of land on the accompanying plat, has accepted the dedication of all streets and easements shown thereon and has approved the grounds as shown on the accompanying plat as an amendment to the master plan of Burleigh County. The foregoing action of the Board of County Commissioners of Burleigh County was taken by resolution approved on the 22 day of May, 1996.

Chairman, Roy Grobar
 County Auditor, Kevin Gantt

APPROVAL OF CITY PLANNING COMMISSION
 The Subdivision of land as shown on the annexed plat has been approved by the Planning Commission of the city of Bismarck, on the 22 day of May, 1996, in accordance with the laws of the State Of North Dakota, and ordances of the city of Bismarck and regulations adopted by said Planning Commission. In witness whereof one set the hands and seals of the chairman and secretary of the Planning Commission of the city of Bismarck.

DAVID BLACKSTEAD, CHAIRMAN
 CARL D. HOKENSTAD, SECRETARY

APPROVAL OF BOARD OF CITY COMMISSIONERS
 The Board of City Commissioners of the city of Bismarck, North Dakota has approved the subdivision of land as shown on the annexed plat. Has accepted the dedication of all streets shown thereon. Has approved the grounds as shown on the annexed plat as an amendment to the master plan of the city of Bismarck, North Dakota. The foregoing action of the City Commission of Bismarck, North Dakota was taken by resolution the 22 day of May, 1996.

W. C. WOCKEN, CITY ADMINISTRATOR

APPROVAL OF CITY ENGINEER
 Melvin J. Bullinger, City Engineer of the city of Bismarck, North Dakota, hereby approve Briese Subdivision, Bismarck, North Dakota as shown on the annexed plat.

MELVIN J. BULLINGER, CITY ENGINEER

OWNERS CERTIFICATE & DEDICATION
 KNOW ALL MEN BY THESE PRESENTS that Dennis L. and Janice Briese of Mandan, North Dakota, being the owner and proprietor of part of the SE1/4SE1/4 as described above and shown on the accompanying plat, has caused that portion described hereon to be surveyed and plotted and to be known hereafter as "BRIESE SUBDIVISION" and hereby donate and dedicate all streets to the public use forever. He also dedicates easements to run with the land, for access, water, sewer, gas, electric, or other public utilities or services under, on or over those certain strips of land designated hereon as "Access and Utility Easements".

Dennis L. Briese
 Janice Briese

STATE OF NORTH DAKOTA
 COUNTY OF BURLEIGH
 On this 22 day of May, 1996, personally appeared before me, Dennis L. & Janice Briese, known to me to be the persons who executed the foregoing instrument and acknowledged to me that he executed the same.

Notary Public - Burleigh County
 My Commission expires



City of Bismarck
 Community Development Department
 Planning Division
 Phone: 701-355-1840 * FAX: 701-222-6450
 PO Box 5503 * Bismarck, ND 58506-5503
planning@bismarcknd.gov TDD: 711

Last Revised: 2/08/2023

UNIFIED DEVELOPMENT APPLICATION

NOTE: APPLICATIONS ARE NOT COMPLETE UNTIL ALL REQUIRED SUBMITTALS HAVE BEEN RECEIVED

Application submitted for (check all that apply):

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Preliminary Major Plat | <input type="checkbox"/> Final Major Plat | <input type="checkbox"/> Minor Plat | <input type="checkbox"/> Plat Vacation |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Zoning Map Amendment | <input type="checkbox"/> Planned Unit Development (PUD) / PUD Amendment | |
| <input type="checkbox"/> Special Use Permit | <input type="checkbox"/> Variance | <input type="checkbox"/> Rural Lot Split (RR & RR5) | |
| <input type="checkbox"/> Major Street Plan Amendment | | <input type="checkbox"/> Future Land Use Plan Amendment | |
-
- | | |
|--|---|
| <u>Lot Modification</u> | <u>Plat Modification</u> |
| <input type="checkbox"/> Lot Line Adjustment | <input type="checkbox"/> Street/Alley Vacation |
| <input type="checkbox"/> Lot Split | <input type="checkbox"/> Easement Release |
| <input type="checkbox"/> Lot Combination | <input checked="" type="checkbox"/> Non-Access Line Release |

PROPERTY INFORMATION			
Project Name:	UNTERSEHER PLAT MODIFICATION		
Legal description: (Lot, Block, Addition/Subdivision)	LOTS 3 & 4, BLOCK1 IN BRIESE SUBDIVISION		
Street address of property:	4310 FERNWOOD DRIVE, BISMARCK, ND 58503		
Existing Zoning:	RR	Proposed Zoning:	RR
Acreage:	3.41	Number of Lots:	2
Description of development proposal, including reason(s) for the request: <i>(if additional room is needed, please attach a separate sheet)</i>	OWNER PROPOSES CHANGES TO THE NON-ACCESS LINES ALONG FERNWOOD DRIVE AND SANDY RIVER DRIVE.		

APPLICANT/DEVELOPER	
Name:	MARK & TAMI UNTERSEHER
Mailing Address:	4310 FERNWOOD DRIVE, BISMARCK, ND 58503

PROPERTY OWNER (If Different Than Applicant/Developer)	
Name:	MITCHELL UNTERSEHER
Mailing Address:	4404 FERNWOOD DRIVE, BISMARCK, ND 58503

CONTACT PERSON/CONSULTANT (If Different Than Applicant/Developer)	
Name:	MARK R. ISAACS - ILSE, INC.
Mailing Address:	4215 OLD RED TRAIL NW, MANDAN, ND 58554

I/we attest that this application is complete with the required information as outlined in the attached submittal checklist. I/we grant approval for City of Bismarck staff to enter the property described herein for purposes related to evaluation, public notification, and documentation of the requested action.

If a subdivision plat application: Because of scheduling and calendar considerations, the subdivision plat may not be finally approved within 30 days as per NDCC Section 40-48-21. I/we hereby waive said requirements in return for expeditious consideration of my application by the City. I/we understand that the City of Bismarck will record the approved subdivision with the Burleigh County Recorder's Office on my/our behalf once it has been signed and submitted to the City in recordable form.

If an annexation application: I/we understand that the City will post legal notice of public hearing on my/our behalf rather than the applicant as specified in NDCC Section 40-51.2-05.

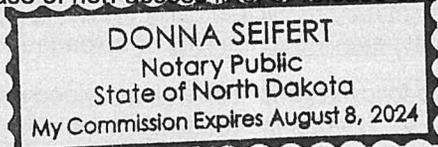
I/we understand the regulations of the Bismarck Zoning Ordinance and the North Dakota Century Code as they pertain to this request(s). I/we certify that all property owners have signed or ratified this application. I/we hereby request favorable consideration of the above-described development application.

<u>Tamara Unterscher</u> (Applicant's Signature)	<u>Tamara Unterscher</u> (Printed Name)	<u>2-8-24</u> (Date)
<u>Mark Unterscher</u> (Owner's Signature, if different)	<u>Mark Unterscher</u> (Printed Name)	<u>2-7-24</u> (Date)
<u>Mitch UH</u> (Additional Owner's Signature, if applicable)	<u>Mitch Unterscher</u> (Printed Name)	<u>2-7-24</u> (Date)
_____ (Additional Owner's Signature, if applicable)	_____ (Printed Name)	_____ (Date)

VERIFICATION FOR PLAT MODIFICATION REQUESTS:

The oath of at least one petitioner is required for **plat modification requests only**
(vacation of street/alley, release of non-access line, or release of easement)

STATE OF NORTH DAKOTA)
 : SS
COUNTY OF BURLEIGH)



On this 8 day of February, 2024 before me, a notary public in and for said county and state, appeared Tamara Unterscher, known to be personally to be the same person described in and whom executed the above instrument, and severally acknowledged that he/she executed the same.

Donna Seifert
Notary Public
Burleigh County, State of North Dakota

Submittal Deadlines:

The Planning and Zoning Commission regularly meets on the fourth Wednesday of each month. All development applications – except for variances, lot modifications and plat modifications – are due at **12:00 noon on the Friday that is 33 calendar days prior** to the meeting.

The Board of Adjustment regularly meets on the first Thursday of each month. All development applications for variances are due at **5:00 p.m. on the Monday that is 24 calendar days prior** to the meeting.

The Board of City Commissioners regularly meets on the second and fourth Tuesdays of each month. All development applications for plat modifications (street/alley vacation, non-access line release, easement release) are due at **5:00 p.m. on the Friday that is 25 calendar days prior** to the meeting.

Development applications for lot modifications are processed administratively and may be submitted at any time.

Plat Modification
(street/alley vacation,
non-access line release
or easement release)

Date of communication with City or County Engineer (roadway, water,
sanitary, drainage and stormwater)

Fee of \$550.00 (street/alley vacation)
Fee of \$400.00 (non-access line release)
Fee of \$400.00 (easement release)

Submitted

N/A

Exhibit showing location of request

*For right-of-way vacation and utility easement release: Utility consent
forms from all impacted utilities*



Community Development Department

DATE: March 12, 2024

FROM: Ben Ehreth, Community Development Director

ITEM: Revision to the minor subdivision plat of Sonnet Heights Subdivision Ninth Replat, requested by J & D Construction.

REQUEST:

J & D Construction is requesting approval of a revision to the minor subdivision final plat titled Sonnet Heights Subdivision Ninth Replat. The plat is located in north Bismarck, along the east side of Normandy Street between Calvert Drive and East Lasalle Drive. Revisions have been made to add an additional ten (10) foot wide utility easements around the perimeter of the plat area at the utility company's request. The portion of the ten (10) foot utility easement along Normandy Street was included in the previously approved version of the plat. Staff recommends approval.

BACKGROUND INFORMATION:

The Board of City Commissioners considered and approved the original minor subdivision final plat at their February 27, 2024, meeting. After that meeting, utility companies requested additional utility easements to be included on the plat.

Attached is the current minor subdivision final plat document and the previously approved version. The revisions to the previously approved version are highlighted for clarity.

RECOMMENDED CITY COMMISSION ACTION:

Consider the request for the revised version of the minor subdivision final plat titled Sonnet Heights Subdivision Ninth Replat and take final action on this related item.

STAFF CONTACT INFORMATION:

Ben Ehreth, Community Development Director, 701-355-1842, behreth@bismarcknd.gov
Daniel Nairn, Planning Manager, 701-355-1854, dnairn@bismarcknd.gov
Isak Johnson, Planner, 701-355-1850, ijohnson@bismarcknd.gov

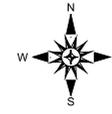
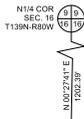
ATTACHMENTS:

1. BCC Sonnet Heights Subdivision Ninth Replat Revised Attachments

SONNET HEIGHTS SUBDIVISION NINTH REPLAT

TO THE CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA

ALL OF LOT 6, BLOCK 1, SONNET HEIGHTS SUBDIVISION SIXTH REPLAT INCLUDING A PORTION OF NORMANDY STREET RIGHT-OF-WAY OF THE NE1/4 OF SECTION 16, T139N-R80W OF THE CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA



COORDINATE DATUM:
NO STATE PLANE COORDINATES
NAD83 BOUNDARY
INTERNATIONAL FEET

BENCHMARK: HYDRANT #3109
CALVERT DRIVE & NORMANDY ST
ELEV: 1849.01 (NGVD29)

LEGEND	
▲	SECTION/QUARTER CORNER
○	FOUND REBAR MONUMENT
●	SET REBAR MONUMENT

DESCRIPTION OF PROPERTY

A TRACT OF LAND BEING ALL OF LOT 6, BLOCK 1, SONNET HEIGHTS SUBDIVISION SIXTH REPLAT AND A PORTION OF NORMANDY STREET RIGHT-OF-WAY OF THE NE1/4 OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 80 WEST OF THE 5TH PRINCIPAL MERIDIAN OF THE CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERNMOST CORNER OF LOT 6, BLOCK 1, SONNET HEIGHTS SUBDIVISION 6TH REPLAT OF THE CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA, THENCE SOUTH 44°34'58" WEST ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT 6 FOR 220.73 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 6; THENCE NORTH 45°21'00" WEST ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID LOT 6 FOR 241.37 FEET TO A POINT ON THE CENTERLINE OF NORMANDY STREET; THENCE NORTH 30°06'57" EAST ALONG SAID CENTERLINE FOR 163.21 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE EXTENDED WESTERLY OF SAID LOT 6; THENCE SOUTH 57°33'29" EAST ALONG SAID NORTHEASTERLY BOUNDARY LINE EXTENDED WESTERLY FOR 288.98 FEET TO THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINING 1.16 ACRES, MORE OR LESS.

SURVEYORS CERTIFICATE

I, ANDREA L. MARQUARDT, HEREBY CERTIFY I AM A LICENSED LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECTION AND SUPERVISION AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS AND MARKS SET TOGETHER WITH THOSE FOUND, ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN THEREON, AND ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

ANDREA L. MARQUARDT, RLS 4623 DATE _____

OWNER'S CERTIFICATE AND DEDICATION

WE OF J & D CONSTRUCTION, INC. BEING THE OWNERS OF THE LANDS PLATTED HEREIN, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THIS PLAT TITLED "SONNET HEIGHTS SUBDIVISION NINTH REPLAT" AND DEDICATE ALL RIGHTS OF WAY TO THE CITY OF BISMARCK AS SHOWN ON THIS PLAT FOR PUBLIC USE, AND CONSENT TO ANY ACCESS CONTROL TO THE PROPERTY AS SHOWN.

WE ALSO DEDICATE ALL EASEMENTS AS SHOWN ON THIS PLAT AS "UTILITY EASEMENTS" TO RUN WITH THE LAND FOR PUBLIC AND PRIVATE UTILITIES OR SERVICES ON, ACROSS, ABOVE OR UNDER THOSE CERTAIN STRIPS OF LAND.

WE ALSO DEDICATE ALL EASEMENTS AS SHOWN ON THIS PLAT AS "ACCESS EASEMENTS" TO RUN WITH THE LAND FOR THE PURPOSE OF SHARED ACCESS BETWEEN ALL LOTS OF THIS SUBDIVISION.

WE FURTHER GRANT ANY OTHER EASEMENTS OR SERVITUDES AS SHOWN AND THOSE THAT ARE RECORDED BUT NOT SHOWN.

J & D CONSTRUCTION, INC.

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

APPROVAL OF CITY PLANNING AND ZONING COMMISSION

THE SUBDIVISION OF LAND AS SHOWN ON THIS PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BISMARCK ON THE ____ DAY OF _____, 20__ IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF BISMARCK.

MICHAEL J. SCHWARTZ - CHAIRMAN ATTEST: BEN ERRETT - SECRETARY

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THIS PLAT HAS APPROVED THE GROUNDS AS SHOWN ON THE PLAT AS AN AMENDMENT TO THE MASTER PLAN OF THE CITY OF BISMARCK, NORTH DAKOTA, HAS ACCEPTED THE DEDICATION OF ALL RIGHTS OF WAY AND PUBLIC EASEMENTS SHOWN THEREON, AND DOES HEREBY VACATE ANY PREVIOUS PLATTING WITHIN THE BOUNDARY OF THIS PLAT.

THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA, WAS APPROVED THE ____ DAY OF _____, 20__.

ATTEST:
KEITH J. HUNKE - CITY ADMINISTRATOR

APPROVAL OF CITY ENGINEER

I, GABRIEL J. SCHELL, CITY ENGINEER FOR THE CITY OF BISMARCK, NORTH DAKOTA HEREBY APPROVES THIS PLAT THIS ____ DAY OF _____, 20__.

GABRIEL J. SCHELL - CITY ENGINEER

Added 10' Utility Easement along perimeter of plat

OWNER:
J & D CONSTRUCTION, INC
701 CALVERT DR
BISMARCK, ND 58503

BASEIS OF BEARING:
NORTH BOUNDARY LINE
SOUTH 57° 53' 29" EAST

- NOTES:
1. BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.
 2. PORTIONS OF LOTS 2 & 3, BLOCK 1, LIE WITHIN THE 100-YEAR FLOOD PLAIN (ZONE AE) PER FEMA PANEL MAP NO. 300160700D, EFFECTIVE DATE 06/04/2014, BFE: 1625.2 (NAVD83).
 3. TOTAL LOTS: 1.00 ACs (43,499 SF)
TOTAL ROW: 0.15 ACs (6,708 SF)
TOTAL AREA: 1.15 ACs (50,207 SF)

SONNET HEIGHTS SUBDIVISION NINTH REPLAT

TO THE CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA

ALL OF LOT 6, BLOCK 1, SONNET HEIGHTS SUBDIVISION SIXTH REPLAT INCLUDING A PORTION OF NORMANDY STREET RIGHT-OF-WAY OF THE NE1/4 OF SECTION 16, T139N-R80W OF THE CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA

Original version of plat approved by
City Commission on February 27, 2024.



COORDINATE DATUM:
NO STATE PLANE COORDINATES
NAD83 BOUNDARY
INTERNATIONAL FEET
BENCHMARK: HYDRANT #3109
CALVERT DRIVE & NORMANDY ST
ELEV: 1849.01 (NGVD29)

LEGEND	
▲	SECTION/QUARTER CORNER
●	FOUND REBAR MONUMENT
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ANDRUS L. MARQUARDT, RLS 4623 _____ DATE _____

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WE FURTHER GRANT ANY OTHER EASEMENTS OR SERVITUDES AS SHOWN AND THOSE THAT ARE RECORDED BUT NOT SHOWN.

J & D CONSTRUCTION, INC.

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 20____.

_____, NOTARY PUBLIC
_____, COUNTY, _____
MY COMMISSION EXPIRES: _____

APPROVAL OF CITY PLANNING AND ZONING COMMISSION

THE SUBDIVISION OF LAND AS SHOWN ON THIS PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BISMARCK ON THE ____ DAY OF _____, 20____, IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF BISMARCK.

MICHAEL J. SCHWARTZ - CHAIRMAN _____ ATTEST: BEN ERRETT - SECRETARY _____

APPROVAL OF BOARD OF CITY COMMISSIONERS

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THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA, WAS APPROVED THE ____ DAY OF _____, 20____.

ATTEST: KEITH J. HUNKE - CITY ADMINISTRATOR _____

APPROVAL OF CITY ENGINEER

I, GABRIEL J. SCHELL, CITY ENGINEER FOR THE CITY OF BISMARCK, NORTH DAKOTA HEREBY APPROVES THIS PLAT THIS ____ DAY OF _____, 20____.

GABRIEL J. SCHELL - CITY ENGINEER _____

OWNER:
J & D CONSTRUCTION, INC
701 CALVERT DR
BISMARCK, ND 58503

BASIS OF BEARING:
NORTH BOUNDARY LINE
SOUTH 57° 53' 29" EAST

- NOTES:**
1. BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.
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 3. TOTAL LOTS: 1.00 AC (43,469 SF)
TOTAL ROW: 0.15 AC (6,708 SF)
TOTAL AREA: 1.15 AC (50,207 SF)

SONNET HEIGHTS SUBD.
1ST REPLAT

SOUTHERNMOST COR. LOT 9
NO STATE PLANE COORDINATES:
N = 436115.8
E = 1897956.2

P.O.B.
EASTERNMOST CORNER
LOT 6, BLOCK 1, SONNET
HEIGHTS SUBD. 6TH REPLAT
NO STATE PLANE COORDINATES:
N = 436273.0
E = 1898111.1





Community Development Department

DATE: March 12, 2024

FROM: Ben Ehreth, Community Development Director

ITEM: Ordinance 6573 - McKenzie and Coffins Second Addition

REQUEST:

Introduction of and call for a public hearing on Ordinance 6573, a request by Remedy Housing Solutions, LLC., Cory Louser, and Katilla Wiseman, for a zoning map amendment from the R10 – Residential zoning district to the PUD – Planned Unit Development zoning district for part of McKenzie and Coffins Second Addition, where the Bismarck Planning and Zoning Commission recommends approval.

BACKGROUND INFORMATION:

Remedy Housing Solutions LLC, as well as Cory Louser and Katilla Wiseman, are requesting approval of a minor subdivision final plat titled McKenzie and Coffin's Second Addition on all of Lots 11-12 and the East 90 Feet of Lots 13-16, Block 69, McKenzie and Coffin's Addition. Remedy Housing Solutions LLC is also requesting a zoning map amendment from the R10 – Residential district to a Planned Unit Development (PUD) on Lots 2 and 3, Block 1, of McKenzie and Coffin's Second Addition.

The applicant plans to construct a twin-home style structure with two residential units on the main floor, and two smaller residential units on the lower level, creating a total of four housing units on the portion of the minor plat that would be zoned PUD. All other aspects of the development, such as setbacks and lot size, will generally conform to the standards of an R10 – Residential zoning district.

The applicant intends to use the replat of the property for two purposes: first, to create two new lots, from one existing southern lot, such that each new lot will have two housing units while the whole development looks like a standard twin-home; additionally, the applicant will use the minor plat to transfer ten feet from the northern boundary of the existing southern parcel to the existing northern parcel. The parcel receiving the north ten feet of the existing parcel would remain in the R10 – Residential district.

The attached staff report contains a complete review of the request, according to standards of the Comprehensive Plan, city ordinances, and other relevant law. Additionally, the staff report contains an overview of past public engagement related to this request.

A public hearing at the Planning and Zoning Commission meeting was held on February 28, 2024. Staff received one public comment prior to the Planning and Zoning Commission hearing expressing concern over the ownership/rental model that would be proposed for the housing units, and one member of the public spoke at the hearing primarily expressing some concern about the impacts on parking and traffic.

These comments were addressed by the applicant and their consultant representative stating that the current plan is to rent the units to working professionals so that there may be a handful of additional cars commuting to and from the area. For parking, the applicant's representative stated that there will be one garage space per main unit and additional driveway and parking pad spaces for a total of six parking spaces.

At the end of the public hearing, the Planning and Zoning Commission unanimously approved the plat and the zoning map amendment. An overview of the discussion at the Planning and Zoning Commission hearing is also provided in the staff report.

RECOMMENDED CITY COMMISSION ACTION:

Consider the request for Ordinance 6573 to amend zoning from the R10 – Residential district to a Planned Unit Development (PUD) for McKenzie and Coffin's Second Addition and call for a public hearing.

STAFF CONTACT INFORMATION:

Ben Ehreth, Community Development Director, 701-355-1842, behreth@bismarcknd.gov
Daniel Nairn, Planning Manager, 701-355-1854, dnairn@bismarcknd.gov
Isak Johnson, Planner, 701-355-1850, ijohnson@bismarcknd.gov

ATTACHMENTS:

1. BCC_McKenzie & Coffins Second Addition_031224

STAFF REPORT

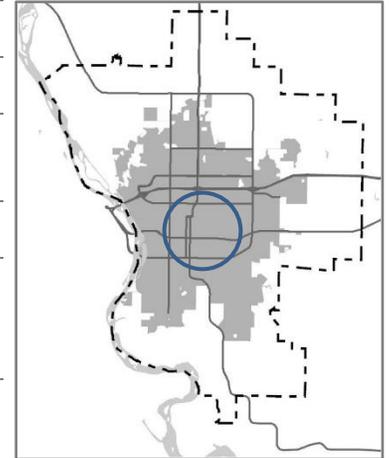
March 12, 2024

Application for: **Minor Plat**
Zoning Map Amendment

Project ID: **MPLT2024-001**
Project ID: **ZC2023-015**

Project Summary

<i>Title:</i>	McKenzie and Coffin's Second Addition
<i>Status:</i>	Planning and Zoning Commission - Public Hearing
<i>Property Owner(s):</i>	Remedy Housing Solutions, LLC, and Cory Louser & Katilla Wiseman
<i>Project Contact:</i>	Landon Niemiller, AICP, Swenson, Hagen & Co.
<i>Project Location:</i>	In central Bismarck, the northwest corner of the intersection of East Avenue D and North 12th Street
<i>Project Size:</i>	8,100 SF, more or less – Zoning Map Amendment 27,443 SF, more or less – Minor Plat
<i>Applicant Request:</i>	Replat & rezone property for multifamily development
<i>Staff Recommendation:</i>	Call for public hearing



Site Information

<i>Existing Conditions</i>		<i>Proposed Conditions</i>	
<i>Lots/Blocks:</i>	2 lots in 1 block	<i>Lots/Blocks:</i>	3 lots in 1 block
<i>Land Use:</i>	Single-family home and two-family flat	<i>Land Use:</i>	Single-family home and twin-home style residential with four housing units
<i>Future Land Use:</i>	Urban Neighborhood (UN)	<i>Future Land Use:</i>	Urban Neighborhood (UN)
<i>Zoning:</i>	R10 – Residential	<i>Zoning:</i>	PUD – Planned Unit Development R10 – Residential
<i>Uses Allowed:</i>	R10 – Single and two-family residential	<i>Uses Allowed:</i>	PUD – Uses specified in PUD R10 – Single and two-family residential
<i>Max Density:</i>	R10 – 10 units / acre	<i>Max Density:</i>	PUD – Density specified in PUD R10 – 10 units / acre

(continued)

Area Information

<i>Zoning Jurisdiction:</i>	Bismarck City Limits
<i>Township:</i>	N/A (City of Bismarck)
<i>Neighborhood:</i>	McKenzie

Property History

<i>Zoned:</i>	Pre-1980
<i>Platted:</i>	12/1882
<i>Annexed:</i>	Pre-1980

Project Narrative

Remedy Housing Solutions LLC, as well as Cory Louser and Katilla Wiseman, are requesting approval of a minor subdivision final plat titled McKenzie and Coffin's Second Addition on all of Lots 11-12 and the East 90 Feet of Lots 13-16, Block 69, McKenzie and Coffin's Addition. Remedy Housing Solutions LLC is also requesting a zoning map amendment from the R10 – Residential district to a Planned Unit Development (PUD) on Lots 2 and 3, Block 1, of McKenzie and Coffin's Second Addition.

The applicant plans to construct a twin-home style structure with two residential units on the main floor, and two smaller residential units on the lower level, creating a total of four housing units on the portion of the minor plat that would be zoned PUD. All other aspects of the development, such as setbacks and lot size, will generally conform to the standards of an R10 – Residential zoning district.

The applicant intends to use the replat of the property for two purposes: first, to create two new lots, from one existing southern lot, such that each new lot will have two housing units while the whole development looks like a standard twin-home; additionally, the applicant will use the minor plat to transfer ten feet from the northern boundary of the existing southern parcel to the existing northern parcel. The new parcel receiving the north ten feet of the existing southern parcel (Lot 1, Block 1, McKenzie and Coffin's Second Addition) would remain in the R10 – Residential district.

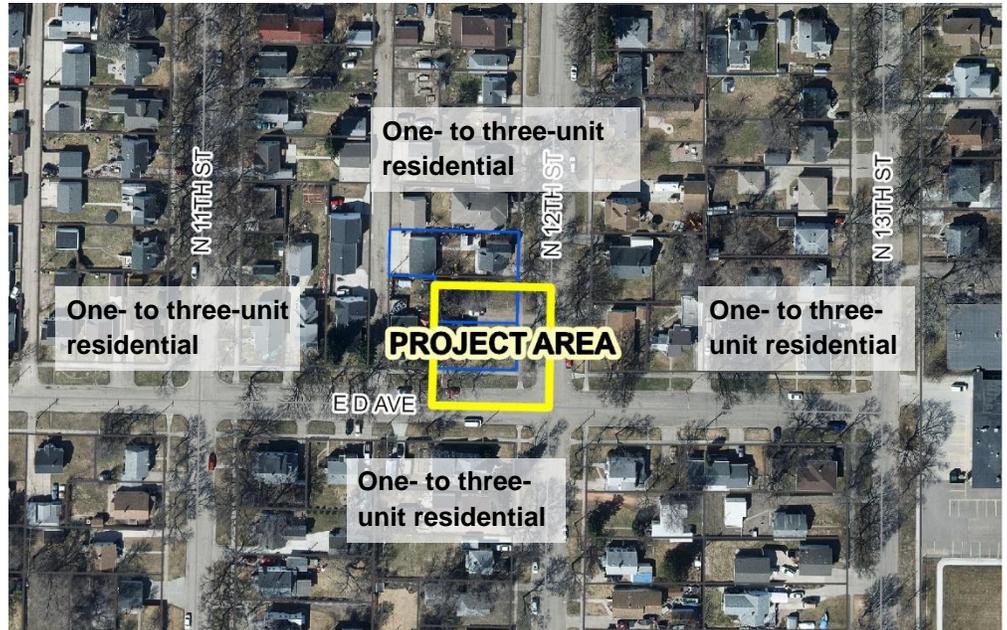
The Planning and Zoning Commission considered this request at their meeting on January 24, 2024, and held a public hearing on the minor subdivision final plat and zoning map amendment on February 28, 2024.

Project Context

Land uses adjacent to the project area are depicted on the adjacent map:

Note: Yellow project area is the Zoning Map Amendment, and the blue lots are the proposed lots from the Minor Subdivision Final Plat

A Zoning and Plan Reference Map is attached to this staff report, including current zoning, the Future Land Use Plan, Major Street Plan, and Active Mobility Plan.



The project area has been identified as Urban Neighborhood (UN) in the Future Land Use Plan. The UN areas are places for quiet enjoyment of home life. Goals and objectives of this plan as they relate to minor subdivision final plats and to zoning map amendments to Planned Unit Developments are referenced in review standards below.

The project area is surrounded by land zoned R10 – Residential which allows single and two-family homes by-right; however, this is an older area of Bismarck that does have some structures with three or four units – according to City Assessing data – so four units (on two lots) would not be inherently out of character for the neighborhood.

Public Engagement

The public has been duly notified of this request at the Planning and Zoning Commission level. A notice was published in the Bismarck Tribune on February 16 and February 23, and 77 letters were mailed to owners of nearby properties on February 15, 2024.

Basic project information, with the ability to contact staff for more details, has been provided publicly online through the Community Development Activities map.

Staff received one public comment prior to the Planning and Zoning Commission hearing expressing concern over the ownership/rental model that would be proposed for the housing units, and one member of the public spoke at the hearing primarily expressing some concern about impacts to parking and traffic.

(continued)

These comments were addressed by the applicant and their consultant representative stating that the current plan is to rent the units to working professionals so that there may be a handful of additional cars commuting to and from the area. For parking, the applicant's representative stated that there will be one garage space per main unit and additional driveway and parking pad spaces for a total of six parking spaces.

Further public engagement at the City Commission level in the form of additional publications in the Bismarck Tribune will commence if the Board of City Commissioners calls for a public hearing.

Review Standards and Findings of Fact

The request is evaluated according to standards contained within the Comprehensive Plan, Bismarck Code of Ordinances, and relevant state law. Findings of fact, related to land use, are presented in response to each standard.

Minor Subdivision Final Plat

Dimensional standards of the zoning ordinance are met with the proposed subdivision ([Title 14](#))

Yes. All lots meet area and width requirements of the zoning district within which they are located, and there is sufficient space within each lot for anticipated buildings to meet density, setback, and lot coverage requirements.

Stormwater runoff impacted by this subdivision is adequately managed to protect public and private investments and the natural environment ([Goal 15, Section 14.1-04-03](#));

Yes. There is a plan to manage any stormwater runoff generated by this subdivision. The post-construction stormwater management permit (PCSMP) has been conditionally approved by the City Engineer.

Technical specifications required of the final plat have been met ([Section 14-09-07](#))

Yes. The proposed final plat contains the required information to ensure an accurate and timely review by staff, the Planning and Zoning Commission, and the general public.

Proper administrative procedures related to the request are being followed ([Section 14-09-04](#))

Yes. All administrative procedures of the City Code of Ordinances and North Dakota Century Code have been followed to date. The applicant has submitted a complete application for final plat approval, and the required staff review of all submitted materials occurred prior to submittal of this report to the Planning and Zoning Commission. A public hearing was held for this request, and all requirements for notice of this hearing were met, as documented in this report above.

If the Board of City Commissioners calls for a public hearing, staff will meet the additional requirements for public engagement as documented in this report above.

Creation of any new lots in the City of Bismarck is subject to development capital charges for municipal utilities. One capital utility charge will be due prior to the recordation of the plat, and an additional two charges (for the secondary residential units) will be due during the building permit stage.

The public health, safety and general welfare will not be adversely impacted by the proposed subdivision ([Goal S10-a](#))

Yes. As a cumulative result of all findings contained in this staff report, City of Bismarck staff find that the proposed subdivision would not adversely impact the public health, safety, and general welfare.

Zoning Map Amendment

(continued)

The Future Land Use Plan is adhered to with the proposed zoning map amendment ([Future Land Use Plan](#))

Yes. The proposed zoning map amendment is within the area designated as Urban Neighborhood (UN) in the Future Land Use Plan, as described in the Project Context section above. The proposed zoning district would generally conform to the character of this district.

The UN designation in the Future Land Use Plan describes a mixture of housing with structures of up to four units, which would align with this request.

The proposed amendment is compatible with adjacent land uses and zoning ([Goal S10-a](#), [S5-a](#))

Yes. Adjacent uses are described in the project context section above. The proposed zoning district would allow a total of four housing units on two lots. Development that may be anticipated from the proposed zoning would be similar in nature to a typical twin-home that could be expected in an R10 – Residential district and would have no negative impact on the surrounding properties.

A change in conditions or by an error in the zoning map has occurred since the previous zoning classification was established ([Goal S9-e](#))

Yes. The current R10 - Residential zoning district was established pre-1980. Conditions have changed since this time. There are numerous structures in the area that were built before the current R10 – Residential district was created that have more than two housing units on similarly sized lots. There is no evidence that these existing structures inherently, negatively impact the neighborhood. The project area would not be any less restrictive than existing conditions in the surrounding area.

Undue restriction of housing options or access to neighborhood amenities would not result from the

proposed zoning map amendment ([Goal S1-a](#), [Goal T1-c](#))

Yes. The proposed zoning map amendment would enhance the diversity of housing types available to Bismarck residents and would support a mix of uses to create vibrant neighborhoods where necessities and amenities of daily life are easily accessible to all residents.

The general intent and purpose of the zoning ordinance would be adhered to with the proposed zoning map amendment (Section 14-02-01; [NDCC 40-27-03](#))

Yes. The proposed zoning map amendment would support the purpose of the zoning ordinance, as stated in the City Code of Ordinances and North Dakota Century Code.

Proper administrative procedures related to the request are being followed (Section 14-07-02, [NDCC Chapter 40-47](#))

Yes. All administrative procedures of the City Code of Ordinances and North Dakota Century Code have been followed to date. The applicant has submitted a complete application for a zoning map amendment, and the required staff review of all submitted materials has occurred prior to submittal of this report to the Planning and Zoning Commission. A public hearing was held for this request, and all requirements for notice of this hearing were met, as documented in this report above.

If the Board of City Commissioners calls for a public hearing, staff will meet the additional requirements for public engagement as documented in this report above.

Creation of any new lots in the City of Bismarck is subject to development capital charges for municipal utilities. One capital utility charge will be due prior to the recordation of the plat, and an additional two charges (for the secondary

(continued)

residential units) will be due during the building permit stage.

Together 2045 Bismarck's Comprehensive Plan is adhered to with the proposed Planned Unit Development (Section 14-04-18(3)a)

Yes. The following objectives of the plan would be advanced through the proposed Planned Unit Development.

S6: Encourage a diversity of housing types to meet the variety of household needs in the community.

S10: Support the arrangement of compatible land uses to minimize adjacent conflicts.

G1: Encourage infill and redevelopment of land already connected to municipal services.

T3: Ensure that the variety and quality of housing is aligned with the needs of the community.

The proposed development would be an infill project which redevelops land within the core of Bismarck. Therefore, it will use existing public utility and roadway infrastructure. This will allow not only additional housing opportunities for the area – which can increase the vibrancy of the neighborhood – but by utilizing existing infrastructure it will minimize costs to the broader public thus allowing it to be very financially efficient from a public services standpoint.

Adequate buffer areas have been provided between any noncompatible land uses (Section 14-04-18(3)b)

Yes. There are no uses adjacent to this proposed PUD that are incompatible and require a buffer.

Natural features of the site would be preserved, inasmuch as possible, including the preservation of trees and natural drainage ways (Section 14-04-18(3)c)

Yes. The proposed PUD is a redevelopment of land within the central core of Bismarck. The proposed development would be visually and

functionally similar to nearby, existing development in terms of incorporating existing natural features into the design.

The internal roadway circulation system within the Planned Unit Development has been adequately designed for the type of traffic that would be generated (Section 14-04-18(3)d)

Yes. The proposed PUD is served entirely by existing public rights-of-way without need for an internal circulation system.

The character and nature of the proposed Planned Unit Development contains a planned and coordinated land use or mix of land uses that are compatible and harmonious with the area in which it is located (Section 14-04-18(3)e)

Yes. The proposed land use would be a total of four housing units in one structure on two lots that would be visually and functionally similar to a twin-home style development that would be typical of standard R10 – Residential districts. The proposed use, as designed and shown in the layout in the proposed Planned Unit Development, would be compatible and harmonious with the surrounding area.

The public health, safety and general welfare will not be adversely impacted by the proposed zoning map amendment (Goal S10-a)

Yes. As a cumulative result of all findings contained in this staff report, City of Bismarck staff find that the proposed zoning map amendment would not adversely impact the public health, safety, and general welfare.

Staff Recommendation

Based on the above findings, staff recommends calling for a public hearing of the minor subdivision final plat titled McKenzie and Coffin's Second Addition, and of the zoning map amendment from the R10 – Residential District to a Planned Unit Development (PUD) on Lots 2 and 3, Block 1, of the new minor subdivision final plat.

(continued)

Attachments

1. Draft Zoning Ordinance
2. Zoning and Plan Reference Map
3. Proposed Zoning Map
4. PUD Narrative
5. Proposed Site Exhibit
6. Proposed Building Elevations
7. Final Plat
8. Original Plat with Replatted Area Highlighted

Staff report prepared by: Isak Johnson, Planner

701-355-1850 | ijohnson@bismarcknd.gov

CITY OF BISMARCK

ORDINANCE NO. 6573

<i>Introduced by</i>	_____
<i>First Reading</i>	_____
<i>Second Reading</i>	_____
<i>Final Passage and Adoption</i>	_____
<i>Publication Date</i>	_____

AN ORDINANCE TO AMEND AND RE-ENACT SECTION 14-03-02 OF THE CITY OF BISMARCK CODE OF ORDINANCES (1986 Rev.), AS AMENDED, RELATING TO THE BOUNDARIES OF ZONING DISTRICTS.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA:

Section 1. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota is hereby amended to read as follows:

The following described property shall be excluded from the R10 – Residential district and included in the PUD – Planned Unit Development zoning district:

Lots 2 & 3, Block 1, McKenzie and Coffin’s Second Addition.

This PUD is subject to the following standards:

1. *Conformance to Submitted Documents*. The development must generally conform to the submitted site plan approved in conjunction with the PUD.
2. *Uses Permitted*. The uses within the district shall be limited to the following:
 - a. *Principal Uses*. The following principal uses shall be allowed:
 - i. One rowhouse building with two (2) primary units and two (2) secondary units.
 - b. *Accessory Uses*. The following uses shall be allowed as accessory to the principal uses on the property.

allowed if in full compliance with Section 14-03-11 of the City Code of Ordinances (Landscaping and Screening) as it relates to structures typically seen in an R10 – Residential District (Section 14-04-06).

6. *Modifications.* This PUD shall only be amended in accordance with Section 14-04-18(4) of the City Code of Ordinances (Planned Unit Developments). Major modifications require a public hearing and approval by the Bismarck Planning & Zoning Commission.

Section 2. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 3. Taking Effect. This ordinance shall take effect upon final passage, adoption and publication.

Zoning Districts

A	Agriculture
RR	Rural
	Residential
R5	Residential
RMH	Manufactured Home Residential
R10	Residential
RM	Residential Multifamily
RT	Residential (Offices)
HM	Health and Medical
CA	Commercial
CG	Commercial
MA	Industrial
MB	Industrial
PUD	Planned Unit Development
DC	Downtown Core
DF	Downtown Fringe

Future Land Use Plan

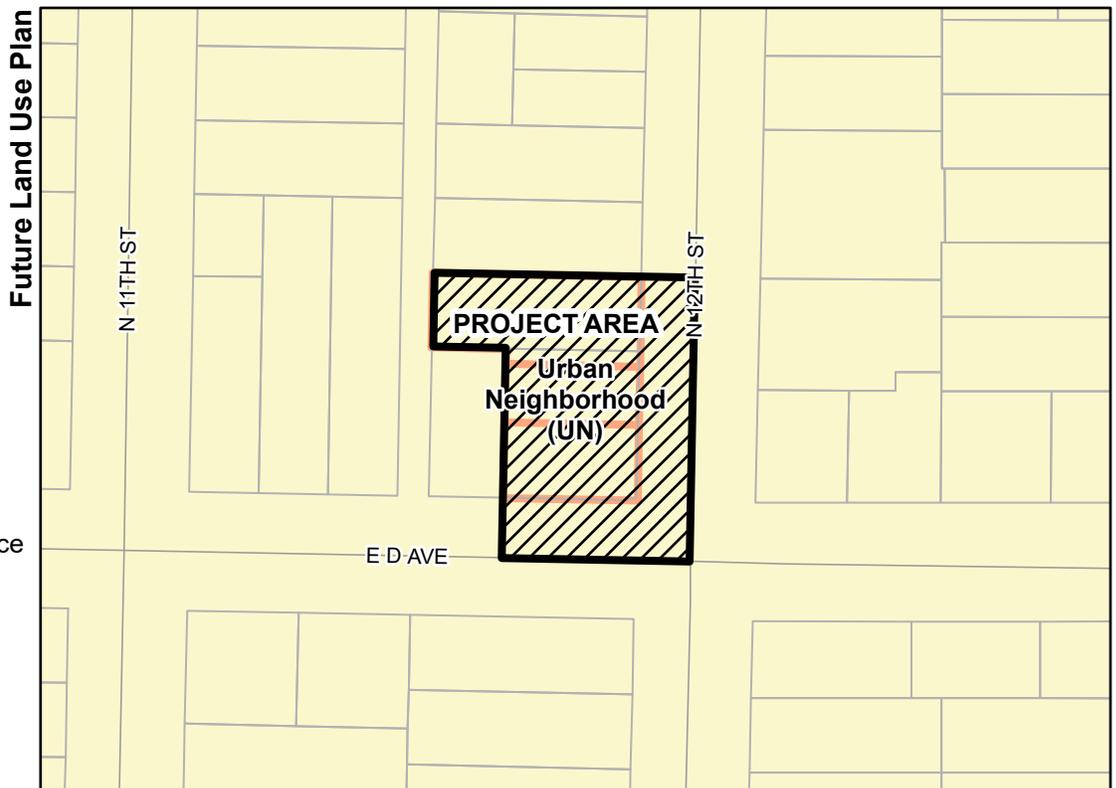
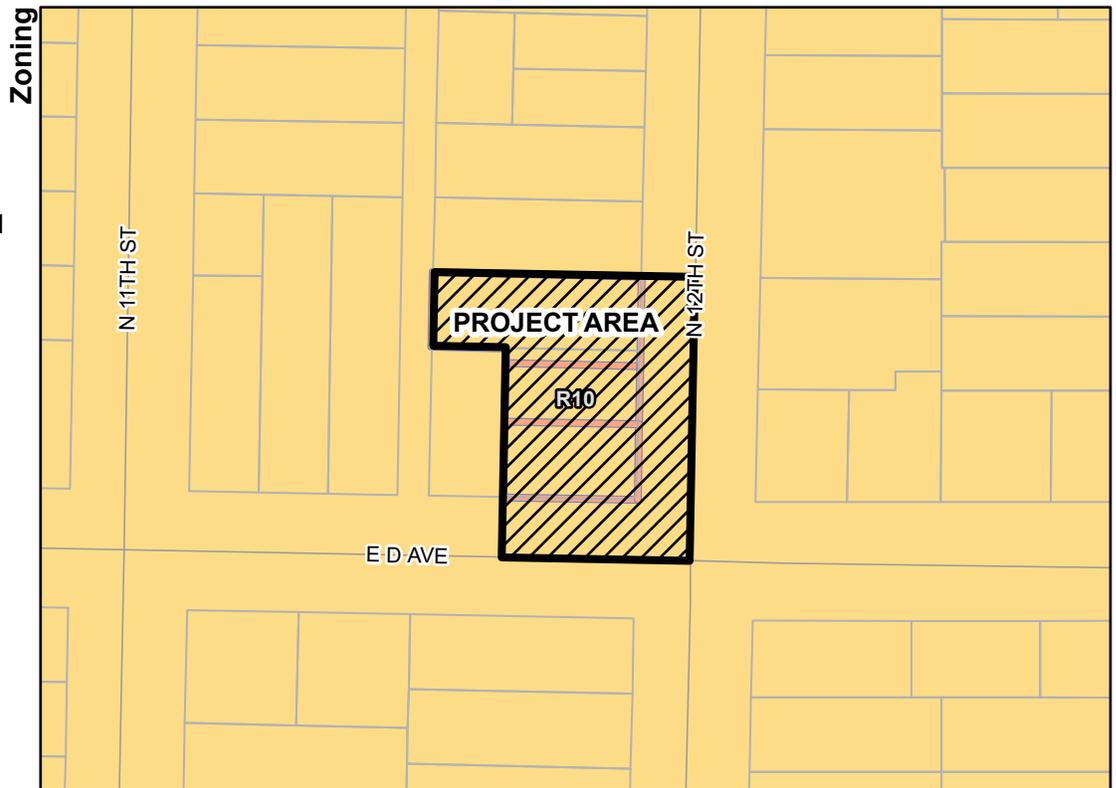
UN	Urban
	Neighborhood
NMU	Neighborhood Mixed Use
CMU	Community Mixed Use
DMU	Destination Mixed Use
DT	Downtown
IND	Industrial
IF	Industrial Flex
IMU	Industrial Mixed Use
INS	Institutional
RR	Rural
	Residential
TR	Transitional Rural
PKOS	Parks/Open Space
	Urban Reserve
URA/	Mid/Long-Term
URB	

Active Mobility Plan

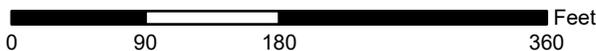
- Future Shared Trail

Major Street Plan

- Existing Arterial
- Future Arterial
- Existing Collector
- Future Collector
- Existing Interstate
- Future Interstate



This map is for representational use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated herein.





Proposed Zoning Change

MCKENZIE AND COFFINS SECOND ADDITION

MPLT2024-001

Proposed New Zoning Map

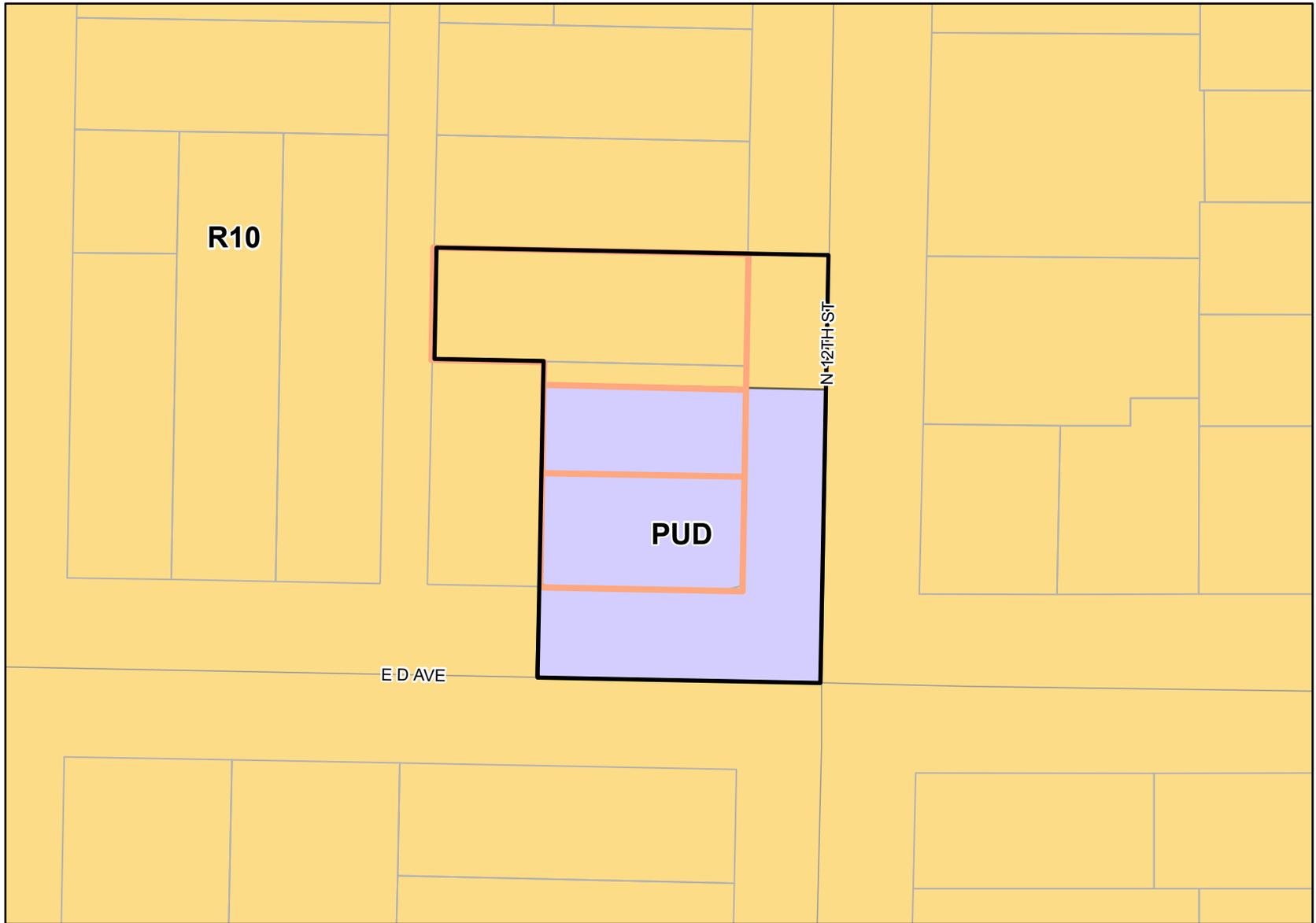
Project Area
(zoning within is proposed)

City Limits

Zoning Districts

- A** Agriculture
- RR** Rural
- R5** Residential
- RMH** Manufactured Home Residential
- R10** Residential
- RM** Residential Multifamily
- RT** Residential (Offices)
- HM** Health and Medical
- CA** Commercial
- CG** Commercial
- MA** Industrial
- MB** Industrial
- PUD** Planned Unit Development
- DC** Downtown Core
- DF** Downtown Fringe

A "C-" prior to the district indicates that special conditions would apply to the zoning district



This map is for representational use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.



City of Bismarck
Community Development
Planning Division
February 20, 2024



SWENSON, HAGEN & CO. P.C.

civil engineering . surveying . land planning . hydrology
landscape & site design . construction management

McKenzie & Coffin's First Addition First Replat

The East 90' of Lots 13-16 Block 69 Less the North 10' of Lot 13

McKenzie & Coffin's Addition

Request for PUD

Remedy Housing Solutions, LLC, is proposing to re-zone a portion of McKenzie & Coffin's addition on the NW corner of N 12th St & East Avenue D. The lots in question are currently zoned R10, and contain a partially demolished home & outbuilding. Adjoining properties are also zoned R10.

The proposed PUD for a Gentle/Lean Infill project, as described in the City of Bismarck's "Infill and Redevelopment Plan" accepted by the Board of City Commissioners in February of 2017, would replace the existing structure with a twin-home style building, that will also have rental space for two additional units, for a total of four living spaces.

Setbacks would generally conform to R10 zoning with the allowance of Contextual setbacks. As measured per a survey, the "front yard" setback from East Ave D will be set at 18.2'. The Front Yard setback from N. 12th St. will be 20', which will be the garage facing side of the structure. Side yard of 6' and a rear yard of 20'.

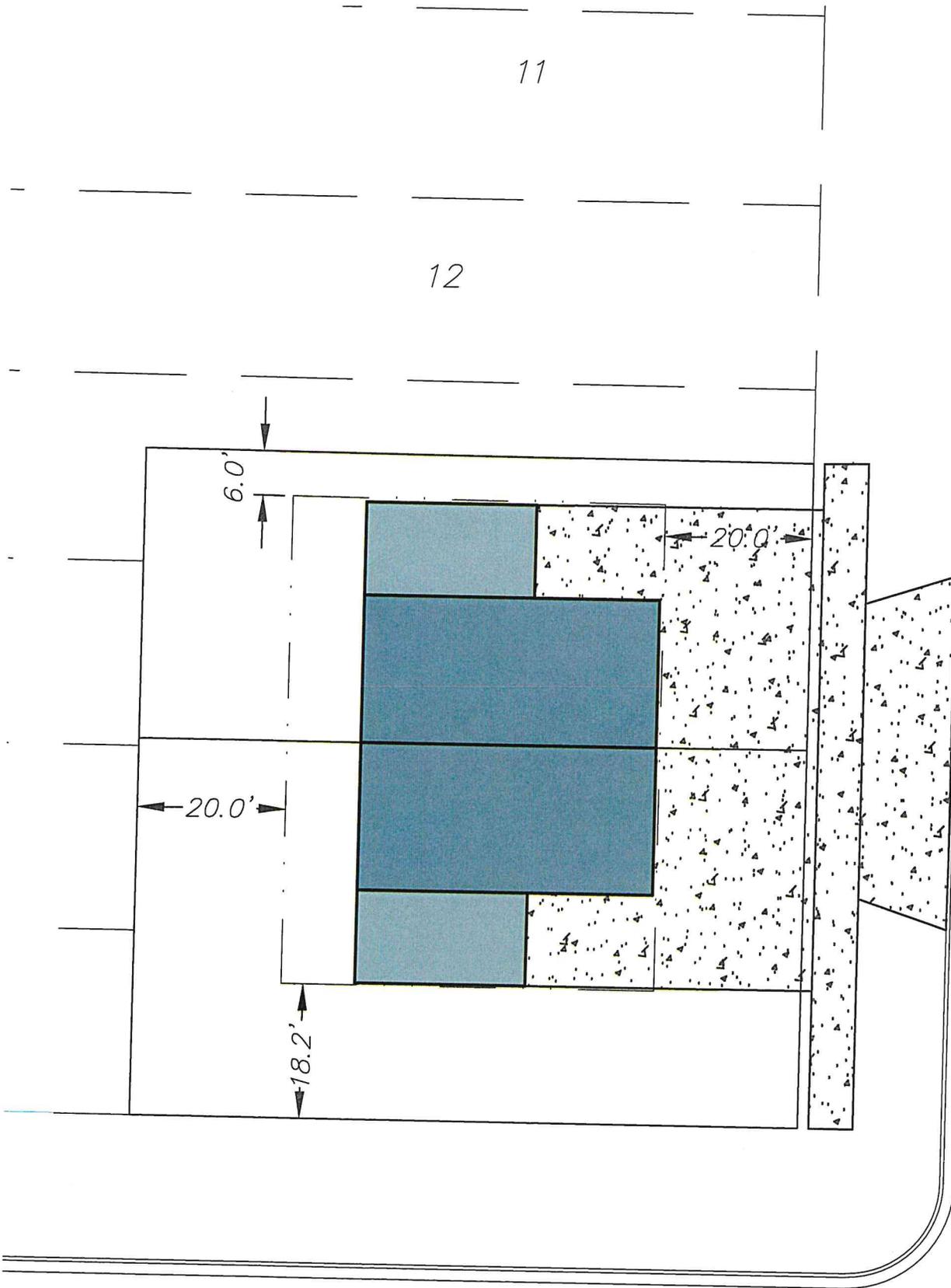
Additionally, two of the units will be provided with garage space, while the two remaining will have paved parking spaces within the property. An HOA will be formed for maintenance of the structure, snow removal & communal green space.

Landscaping will be limited to street trees & grass, as the structure will aesthetically and structurally appear as a twin home, no landscape buffering between the project & adjoining uses will be required.

Lot coverage for all structures will be limited to 40%, building height limited to 40', minimum lot area of 3,500 sf.

RECEIVED
DEC 22 2023

N 12TH ST.



11

12

6.0'

20.0'

20.0'

18.2'

AVENUE D



DRAWING SCHEDULE

Second Floor_____	1
Main Floor_____	2
Basement_____	3
Foundation_____	4
Roof_____	5
Elevations - Front & Back_	6
Elevations - Left & Right__	7



1118 E Ave D

Thursday, December 28, 2023



FRONT ELEVATION

SCALE: 1/8" = 1'-0"



BACK ELEVATION

SCALE: 1/8" = 1'-0"

ALL EXTERIOR DIMENSIONS ARE TO EXTERIOR EDGE OF BEARING (CONCRETE/STUD). ALL INTERIOR DIMENSIONS ARE TO STUD (UNO).

House Information

1118 E Ave D

Foundation Walls : 8" Concrete (UNO)	Basement : 0000 sf
Exterior Walls : 2x6	Main Floor : 0000 sf
Interior Walls : 2x4 (UNO)	Second Floor : 0000 sf
Wall Height : 0'-0"	Garage : 0000 sf
Garage Wall Height : 0'-0" (VERIFY)	Covered Porch : 0000 sf
Floor Trusses : 00"- Engineered	Covered Patio : 0000 sf
	Total Living Area : 0000 sf

Disclaimer:

M.A. has prepared these plans based on information provided to J.E. Homes. Plans and elevations to be used to provide a concept and example of what is to be built. Contractor or Architect is responsible for verifying all locations, dimensions, building codes, & exterior materials. Contractor or Architect is responsible for having all plans reviewed by an engineer.

DRAWN BY: M.A.

SCALE: 1/8" = 1'-0"

PAGE:

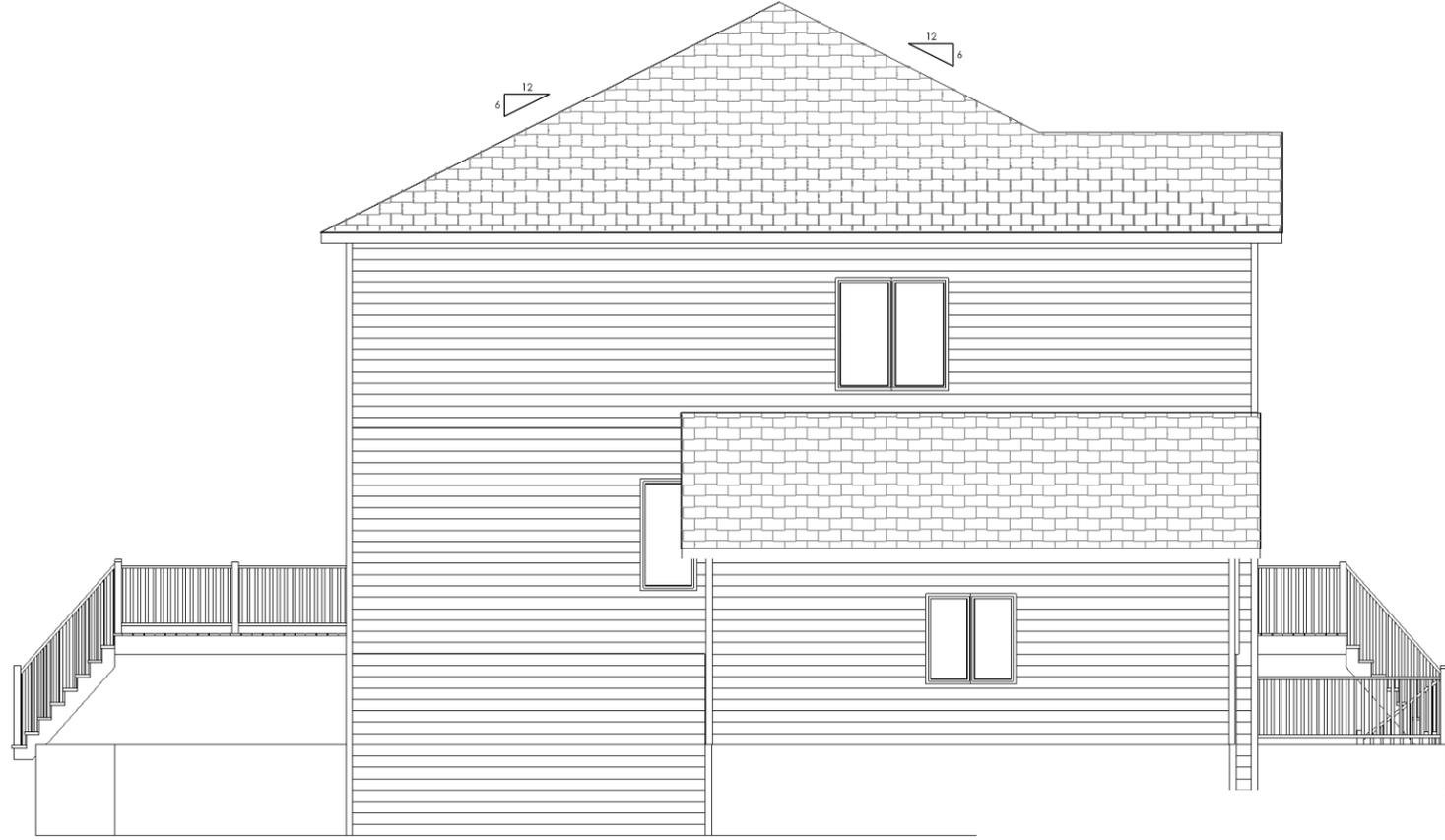
6/7

DATE: 12/28/2023 Elevations - Front & Back

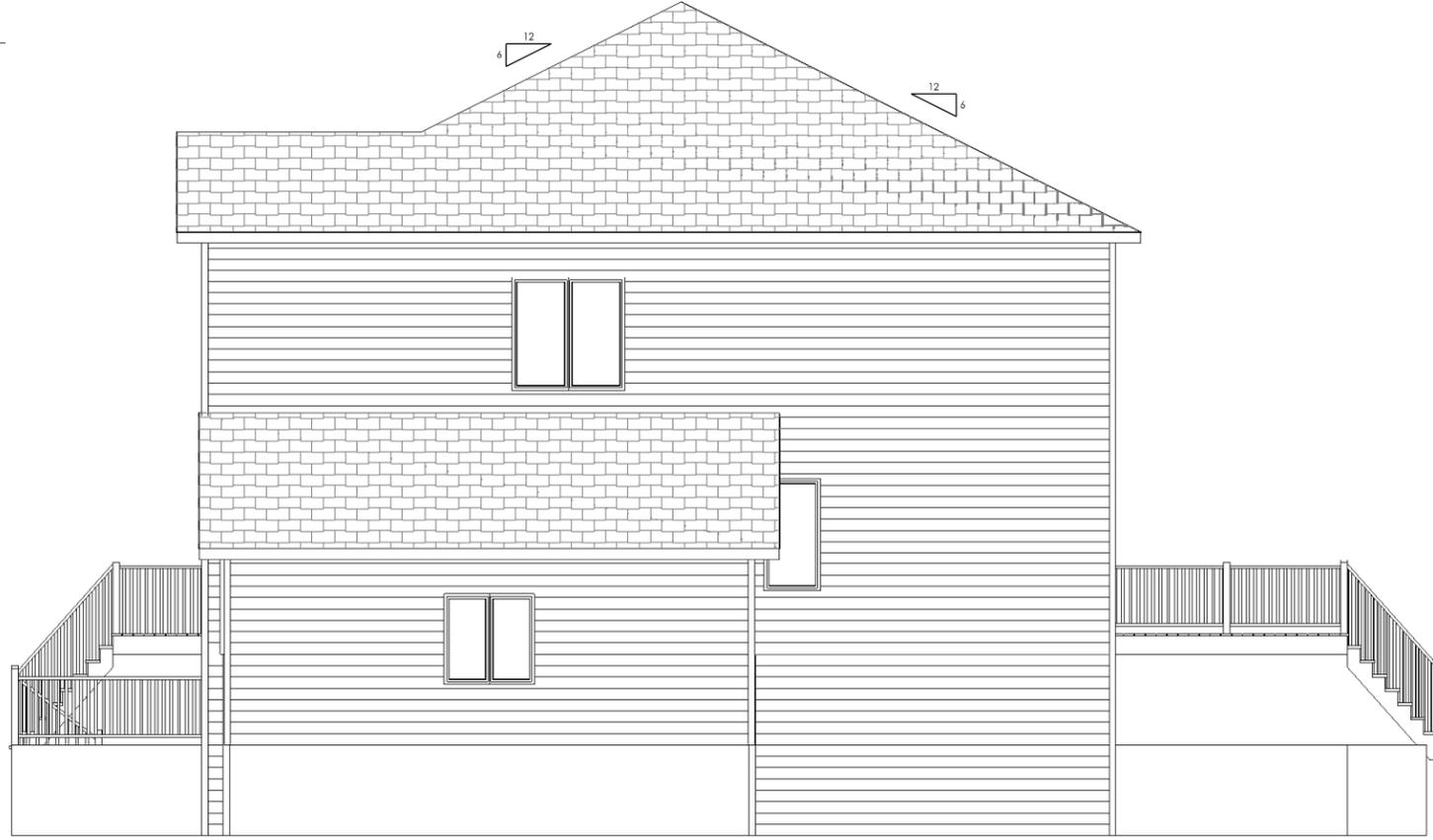


BUILDERS

7007 15th St NW
Bismarck, North Dakota 58503
701-595-2758



LEFT ELEVATION
SCALE: 1/8" = 1'-0"



RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

ALL EXTERIOR DIMENSIONS ARE TO EXTERIOR EDGE OF BEARING (CONCRETE/STUD). ALL INTERIOR DIMENSIONS ARE TO STUD (UNO).

House Information

1118 E AVE D

Foundation Walls : 8" Concrete (UNO)	Basement : 0000 sf
Exterior Walls : 2x6	Main Floor : 0000 sf
Interior Walls : 2x4 (UNO)	Second Floor : 0000 sf
Wall Height : 0'-0"	Garage : 0000 sf
Garage Wall Height : 0'-0" (VERIFY)	Covered Porch : 0000 sf
Floor Trusses : 00"- Engineered	Covered Patio : 0000 sf
	Total Living Area : 0000 sf

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DRAWN BY: M.A.

SCALE: 1/8" = 1'-0"

PAGE: 7/7

DATE: 12/28/2023 **Elevations - Left & Right**



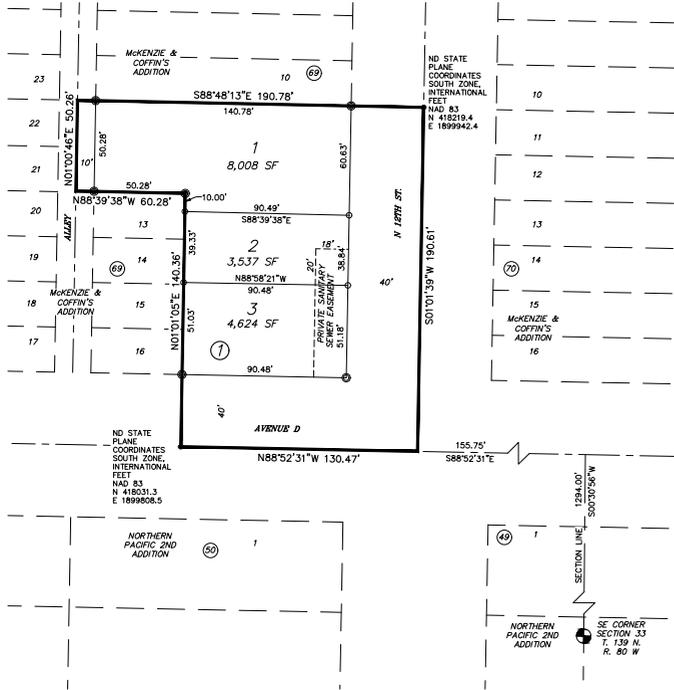
BUILDERS

7007 15th St NW
Bismarck, North Dakota 58503
701-595-2758

McKENZIE AND COFFIN'S SECOND ADDITION

BEING ALL OF LOTS 11-12 AND THE EAST 90 FEET OF
 LOTS 13-16 BLOCK 69 MCKENZIE AND COFFIN'S ADDITION OF
 SECTION 33 TOWNSHIP 139 NORTH RANGE 80 WEST
 OF THE FIFTH PRINCIPAL MERIDIAN

BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA



DESCRIPTION
 BEING ALL OF LOTS 11-12 AND THE EAST 90 FEET OF LOTS 13-16 BLOCK 69 MCKENZIE AND COFFIN'S ADDITION OF SECTION 33 TOWNSHIP 139 NORTH RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 13; THENCE NORTH 01 DEGREE 00 MINUTES 46 SECONDS EAST, ALONG THE EAST LINE OF THE BLOCK 69 ALLEY OF SAID MCKENZIE & COFFIN'S ADDITION, A DISTANCE OF 50.28 FEET TO THE SOUTH LINE OF LOT 10 BLOCK 69 OF SAID MCKENZIE & COFFIN'S ADDITION; THENCE SOUTH 88 DEGREES 48 MINUTES 13 SECONDS EAST, ALONG SAID SOUTH LINE AND ITS EASTERLY EXTENSION, A DISTANCE OF 140.78 FEET TO THE CENTERLINE OF NORTH 16TH STREET RIGHT-OF-WAY; THENCE SOUTH 01 DEGREE 01 MINUTE 39 SECONDS WEST, ALONG SAID CENTERLINE, A DISTANCE OF 190.61 FEET TO THE CENTERLINE OF AVENUE D RIGHT-OF-WAY; THENCE NORTH 88 DEGREES 52 MINUTES 31 SECONDS WEST, ALONG SAID CENTERLINE, A DISTANCE OF 130.47 FEET; THENCE NORTH 01 DEGREE 01 MINUTE 03 SECONDS EAST, A DISTANCE OF 140.36 FEET; THENCE NORTH 88 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 50.28 FEET TO THE POINT OF BEGINNING.
 THE ABOVE DESCRIBED TRACT CONTAINS 0.63 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE
 I, TERRY BALDZ, HEREBY CERTIFY I AM A LICENSED LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECTION AND SUPERVISION AND THAT THE SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT ALL MONUMENTS SHOWN HEREON ARE CORRECT, THAT ALL REQUIRED MONUMENTS HAVE BEEN SET, AND THAT ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT.

APPROVAL OF CITY PLANNING COMMISSION
 THE SUBDIVISION OF LAND AS SHOWN ON THE PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BISMARCK, ON THE _____ DAY OF _____ 2024, IN ACCORDANCE WITH LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF BISMARCK.

APPROVAL OF BOARD OF CITY COMMISSIONERS
 THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THE PLAT, HAS APPROVED THE GRASSES AS SHOWN ON THE APPROVED PLAT AS AN AMENDMENT TO THE MASTER PLAN OF THE CITY OF BISMARCK, NORTH DAKOTA, HAS ACCEPTED THE DEDICATION AND REDEDICATION OF ALL RIGHTS-OF-WAY AND PUBLIC EASEMENTS SHOWN THEREON AND DOES HEREBY VACATE ANY PREVIOUS PLATING WITHIN THE BOUNDARY OF THE APPROVED PLAT.
 THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE _____ DAY OF _____ 2024.

MICHAEL T. SCHWITZ---PRESIDENT ATTEST: JASON TOMANEK---ACTING CITY ADMINISTRATOR

APPROVAL OF CITY ENGINEER
 I, GABRIEL J. SCHELL, CITY ENGINEER OF THE CITY OF BISMARCK, NORTH DAKOTA, HEREBY APPROVE THIS PLAT.

GABRIEL J. SCHELL---CITY ENGINEER

OWNERS' CERTIFICATE & DEDICATION
 WE, REMEDY HOUSING SOLUTIONS, LLC, CORY LOUSER, AND KATILLA WISEMAN, BEING ALL THE OWNERS OF THE LANDS PLATTED HEREIN, HAVE CAUSED THE LAND TO BE PLATTED AND DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THIS PLAT TITLED MCKENZIE AND COFFIN'S ADDITION FIRST REPLAT, AND DEDICATE ALL RIGHTS OF WAY TO THE CITY OF BISMARCK AS SHOWN ON THIS PLAT FOR PUBLIC USE, AND CONSENT TO ANY ACCESS CONTROL TO THE PROPERTY AS SHOWN, AND AFFIRM THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT.

WE ALSO DEDICATE TO THE CITY OF BISMARCK ALL EASEMENTS AS SHOWN ON THIS PLAT AS "UTILITY EASEMENT" TO RUN WITH THE LAND FOR GAS, ELECTRIC, COMMUNICATION AND/OR OTHER PUBLIC UTILITIES ON OR UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED HEREON.

WE ALSO DEDICATE TO ALL LANDOWNING PARTIES ALL PRIVATE EASEMENTS AS SHOWN ON THIS PLAT AS "PRIVATE SANITARY SEWER EASEMENT" TO RUN WITH THE LAND FOR USE BY ALL LAND-OWNING PARTIES, THEIR TENANTS, VISITORS AND LICENSEES TO CONSTRUCT, OPERATE, MAINTAIN, AND REPAIR SANITARY SEWER FACILITIES UNDER OR UPON THOSE AREAS DESIGNATED AS SUCH.

STATE OF NORTH DAKOTA)
 COUNTY OF BURLEIGH)
 NATHAN SCHLOSSER
 REMEDY HOUSING SOLUTIONS, LLC

ON THIS _____ DAY OF _____ 2024, BEFORE ME PERSONALLY APPEARED NATHAN SCHLOSSER OF REMEDY HOUSING SOLUTIONS, LLC, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

MICHAEL J. SCHWARTZ --- CHAIRMAN ATTEST
 BEN EHRETH --- SECRETARY

STATE OF NORTH DAKOTA)
 COUNTY OF BURLEIGH)
 CORY LOUSER

ON THIS _____ DAY OF _____ 2024, BEFORE ME PERSONALLY APPEARED CORY LOUSER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

STATE OF NORTH DAKOTA)
 COUNTY OF BURLEIGH)
 KATILLA WISEMAN

ON THIS _____ DAY OF _____ 2024, BEFORE ME PERSONALLY APPEARED KATILLA WISEMAN, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND SHE ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME.

STATE OF NORTH DAKOTA)
 COUNTY OF BURLEIGH)
 KATILLA WISEMAN

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STATE OF NORTH DAKOTA)
 COUNTY OF BURLEIGH)
 KATILLA WISEMAN

NOTES
 BASIS OF BEARING:
 NORTH DAKOTA STATE PLANE, SOUTH ZONE BY CITY ORDINANCE
 COORDINATE DATUM:
 NORTH DAKOTA STATE PLANE COORDINATE SYSTEM
 NAD 83 SOUTH ZONE ADJUSTMENT OF 1986 UNITS ARE INTERNATIONAL FEET
 BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.



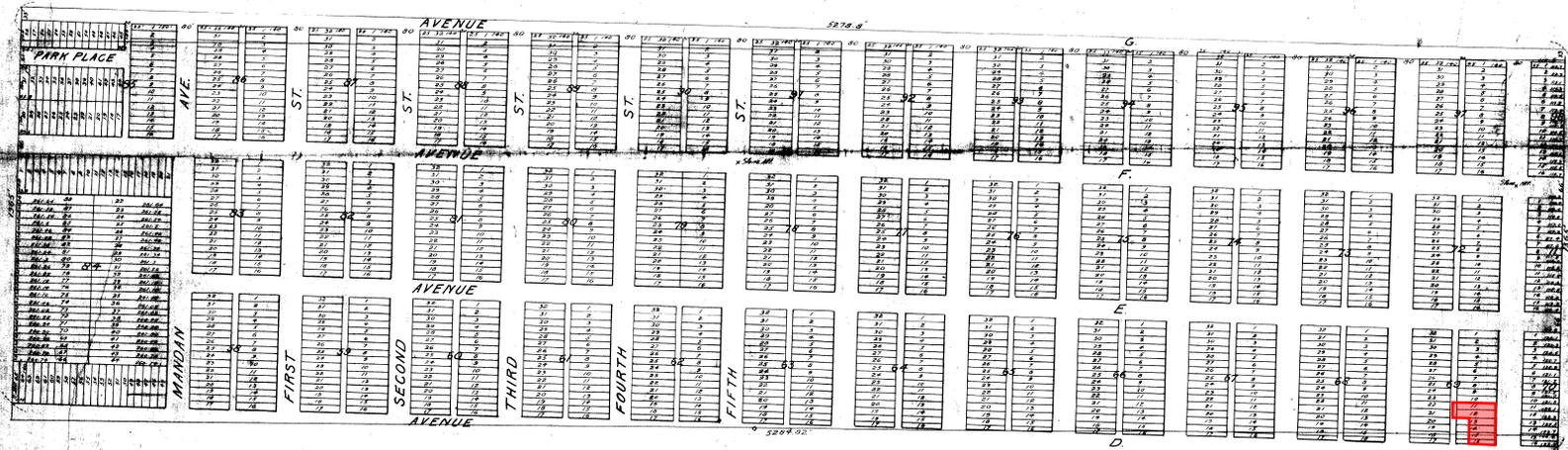
○ MONUMENT TO BE SET
 ● MONUMENT IN PLACE

SWENSON, HAGEN & CO. P.C.
 500 BAIN AVENUE
 BISMARCK, NORTH DAKOTA 58504

TERRY BALDZ
 PROFESSIONAL LAND SURVEYOR
 N.D. REGISTRATION NO. 3393

SWENSON, HAGEN & COMPANY P.C.
 500 Bain Avenue
 Bismarck, North Dakota 58504
 Surveying
 Hydrology
 Land Planning
 Civil Engineering
 Landscape & Site Design
 Construction Management
 Email: sheng@swensonhagen.com
 Phone: (701) 223-2600
 Fax: (701) 223-2606

FLAT OF M^CKENZIE AND COFFIN'S ADDITION TO THE CITY OF BISMARCK



Area of McKenzie and Coffin's Second Addition

Plat of the McKenzie and Coffin Addition to the City of Bismarck in the County of Burleigh and Territory of Dakota comprising part of section thirty three (33) in Township one hundred and thirty nine (139) North of Range eighty (80) West of the Fifth Principal Meridian and bounded as follows: Commencing at a point on the section line between sections thirty three and thirty four (33 & 34) on Township one hundred and thirty nine (139) North of Range eighty (80) West of the Fifth Principal Meridian; one thousand three hundred and forty (1340) feet south from the quarter point on said section line; thence westerly upon a line of 20' 22" north said section line between sections thirty three and thirty four (33 & 34) five thousand two hundred and eighty four (5284) feet to section line between sections thirty two and thirty three (32 & 33) Township one hundred and thirty nine (139) North of Range eighty (80) West of the Fifth Principal Meridian; thence north on said section line one thousand three hundred and sixty five feet; thence easterly five thousand two hundred and eighty eight (5288) feet to section line between sections thirty three and thirty four (33 & 34); thence south on said section line one thousand three hundred and sixty five feet (1365) to place of beginning.

Alexander McKenzie and Elijah Coffin the proprietors of the McKenzie and Coffin Addition and Robt. J. Johnson and Geo. E. Reed Surveyors hereby declare and make known that the said proprietors caused to be surveyed and laid out during the month of December A. D. 1882 and this Plat hereof to be made by the said Robt. J. Johnson and Geo. E. Reed Surveyors according to the statute in such case provided. That the foregoing is a true and accurate description of the situation and boundaries of said McKenzie and Coffin Addition. All streets, avenues and alleys and lots of said McKenzie and Coffin Addition are particularly described and set forth on the plat with names, with boundaries and extent of all said streets and avenues and boundaries & extent of all lots and alleys. The figures representing distances, length or width denote feet and tenths of feet. All streets are of the uniform width of eighty feet except Park Place which is sixty (60) feet wide. All avenues are of the uniform width of sixty six (66) feet except Avenue G which is thirty three (33) feet and Mandan which is eighty (80) feet. All the lots are numbered in figures in the regular blocks or squares in which they are situated and their precise length and width marked on the Plat. At the time of surveying and laying out said McKenzie and Coffin Addition the proprietors caused to be planted wood fixed at the intersection of the center line of Avenue F and Fifth and Tenth streets a good and sufficient stone monument for corners from which to strike further surveys, and the points where the same may be found are designated on the Plat thus x with the words "Stone Monument" in the contiguous blocks. And the said Robt. Johnson and Geo. E. Reed Surveyors do hereby certify that the Plat of the said McKenzie and Coffin Addition was made by them from actual survey as above said and the same is in all respects correct and true. In witness whereof the said Alexander McKenzie and Elijah Coffin Proprietors and Robt. Johnson and Geo. E. Reed Surveyors hereunto subscribed their names.

Robt. Johnson } Surveyors
Geo. E. Reed }
Alexander McKenzie }
Elijah Coffin }
Proprietors

Territory of Dakota }
County of Burleigh } F. W. McHenry a Notary Public within and for said County do hereby certify that on this 20th day of December A. D. 1882 personally came before me Alexander McKenzie and Elijah Coffin owners and Robt. J. Johnson and Geo. E. Reed Surveyors & we well know as the persons described in and who executed the foregoing Plat and who each acknowledged that they executed the same freely and voluntarily.

In witness whereof I have hereunto set my hand and official seal of said County the day and year above written.
F. W. McHenry Notary Public Seal

Office of Register of Deeds }
County of Burleigh } I hereby certify that the within and foregoing Plat was filed in this office for record on the 16th day of December A. D. 1882 and was duly recorded in Book of Plats at 9 o'clock A. M.
Territory of Dakota } John B. Richards Register of Deeds Seal

I hereby certify that this plat is a true and literal description of the plat of survey to which it purports to relate now on file in the Register of Deeds Office, Bismarck, N. D.
Sworn and subscribed to before me this _____ day of _____ 1912

Checked and corrected Feb. 19, 1915.
Alexander McKenzie }
Elijah Coffin }
County Surveyors

Register of Deeds



Engineering Department

DATE: March 12, 2024

FROM: Gabe Schell, City Engineer

ITEM: KFYR TV Food Truck Festival

REQUEST:

Consider the request for the closure of 4th St. from the parking ramp entrance south to Broadway Ave and five parking spaces on the north side of Broadway Ave between 4th St. and the alley every Thursday starting July 11th, 2024 through August 29th, 2024 from 8AM to 10PM.

BACKGROUND INFORMATION:

KFYR TV is requesting approval of a street closure on 4th Street to facilitate a community event and festival. The Code of City Ordinance 10-05.1-3 provides a pathway for an organization to request approval for these types of events. The area requested for closure is similar to the area utilized in previous years by Urban Harvest. Attached is the application package and supporting information. A separate Environmental Health Permit may be required regarding the use of amplified music.

RECOMMENDED CITY COMMISSION ACTION:

Approve KFYR TV's request for a community event on 4th St. from the parking ramp entrance south to Broadway Ave and five parking spaces on the north side of Broadway Ave between 4th St. and the alley every Thursday starting July 11th, 2024 through August 29th, 2024 from 8AM to 10PM.

STAFF CONTACT INFORMATION:

Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:

1. Application and Exhibits



Application for a Community Event in the Public Right of Way

The City Commission may grant permits for certain types of community events or festivals to take place upon the public streets, sidewalks, squares, avenues, or alleys of the City.

The sponsor of the event or festival shall submit to City Administration this completed application for a permit at least 45 days prior to the opening of the community event or festival. A completed application will be considered by the City Commission.

Name of Event: KFYR TV Food Truck Festival

Sponsoring Individual/Organization: KFYR TV

The purpose of the festival or event: to organize and hold a food truck, and farmers market event each Thursday between July 11th and August 29th, total of eight events.

The activities that will be held as part of the event: food trucks and farmers market vendors will show and sell their products. Live music will be held as well, all organized by KFYR TV. KFYR TV's newscasts will cover some of the Thursdays as news content.

Is the festival sponsored by a non-profit community service organization? No

If no, how does the event or festival constitute a community service? Yes, with Urban Harvest ceasing to exist, we/KFYR TV feels that this event will fill a void. With the marketing power of our television stations, newscasts, and social media presence we feel we can attract a strong turnout each week. This will help all businesses in the downtown district. We are downtown business that strongly desires and healthy and active downtown climate.

Dates and times: each Thursday, July 11th-August 29th, eight Thursday's.

Reoccurring Interval: each week/Thursday

Benefiter: Commercial X Non-Profit Organization

Event Manager/Coordinator Contact Information:

Name: Barry Schumaier, General Manager & V.P.

Address: 200 N 4th Street, Bismarck, ND 58501

Cell Phone: ██████████

Is Amplified Music present: Yes (If Yes, Environmental Health Permit Required)

Is Alcohol Served: No (If Yes, Police Department Permit Required)

Provide location map with layout of any street closures, on street parking utilization, impacts to sidewalks, emergency service access and vendor spaces.

Food Vendors will not be permitted in the public right of way unless they register with the event.

Final approval is required from Board of City Commissioners.

If approval is granted by the Board of City Commissioners, the applicant will be required to provide:

- Proof of liability insurance. Coverages to be \$2 million per occurrence and \$500,000 per person and add City of Bismarck to the policy as an additional insured.
- Proof of food vendors being licensed and inspected by Bismarck-Burleigh Public Health Department - Environmental Health Division
- If alcohol is being served, a permit from the Police Department is required.
- If amplified music is provided, a Noise Variance Permit issued from Bismarck-Burleigh Public Health Department - Environmental Health Division is required.

Failure to meet these requirements may result in revoking the approval.

All questions regarding this application should be directed to the City of Bismarck Traffic Engineer. 701.355.1505

To: City of Bismarck
From: Barry Schumaier, General Manager & V.P. , KFYR TV
Re: proposed street closure, Food Truck Festival, downtown Bismarck
February 5, 2024

Dear Mr. Mark Berg,
Consider this our formal request for a partial street closure, map attached for defined boundaries.

Dates: Every Thursday, July 11-August 29th, 2024, eight consecutive weeks.

Times: 8:00am-10pm each date.

Location: Lower Location: Lower half of 4th Street between Broadway (adjacent to KFYR TV) and Thayer (the 400 block), as well as five parking spaces in front of Wells Fargo entrance on Broadway for the Capital Farmers Market.

Responsibilities: KFYR TV will be the organizing and weekly coordinating partner, solely responsible for all details and communication. We/KFYR TV will be responsible for all booth and truck coordination, as well as promotional efforts, promoting to the entire KFYR TV coverage area, using all television and digital assets.

Non-profit component: KFYR TV's marketing team will search for and present to two sponsor/partners. This revenue, along with vendor revenue will allow us to pick a different non-profit company each week, that will receive a cash donation from KFYR TV.





Engineering Department

DATE: March 12, 2024

FROM: Gabe Schell, City Engineer

ITEM: Private Drive and Private Utility Agreement

REQUEST:

Consider a request for approval of a Private Drive and Private Utility Agreement with J & D Construction, Inc.

BACKGROUND INFORMATION:

J & D Construction, Inc is currently developing a 5-unit townhome project located in northwest Bismarck in Sonnet Heights Subdivision Ninth Replat. These properties will utilize a private drive off Normandy Street for access and to bring utility services to each parcel.

The Private Drive and Private Utility Agreement outlines the responsibilities of the property owners, along with an agreement of services the city will provide. The agreement also provides the City and other applicable government authorities rights to enter said property to perform duties designated in the agreement. Receipt of this agreement was a requirement for the final approval of the Sonnet Heights Subdivision Ninth Replat minor plat. This agreement will be recorded with the plat.

A copy of the agreement is attached.

RECOMMENDED CITY COMMISSION ACTION:

Approve the Private Drive and Private Utility Agreement with J & D Construction, Inc.

STAFF CONTACT INFORMATION:

Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:

1. Private Drive and Utility Agreement - J & D Construction Inc.

Above this line used for recordation purposes only.

PRIVATE DRIVE AND PRIVATE UTILITY AGREEMENT

The City of Bismarck (the "City") and J & D Construction Inc. (the "Owner") make this Development Agreement with regards to the development of the property located in Bismarck, North Dakota and with the property ("the Property") described as follows:

Block 1, Lots 1-5, Sonnet Heights Subdivision Ninth Replat to the City of Bismarck,
Burleigh County, North Dakota

The Owner desires to develop the Property for residential use and is requesting utilizing a private drive(s), road(s) or access easement(s) (the "Private Drive") to provide access and services to the parcels platted within the Property and identified above. The Property is located east side of Normandy Street between Flint Drive and Calvert Drive.

The City agrees to the proposed use of a Private Drive provided the utilities listed below ("Private Utilities") which serve the individual parcels within the Property are also privately owned, except where the City has agreed in writing to own Utilities.

The Private Drive and Private Utilities will include but not be limited to the following:

Private Drive: The paved roadway or access from the City right-of-way, including all curb and gutter, pavement surface, subgrade and drain tile, driveway approaches and all signage including the private drive name and no parking fire lane signage if required by emergency services.

Water: The water main from the city main, all curb stops between the City main and individual properties being served, water hydrants and valves and all equipment needed to operate the private water system in accordance with state and local requirements.

Sanitary Sewer: The sewer main from the city sewer main, including the Y-connection at the city main, the Y-connections and manholes between the city main and individual

properties and all equipment needed to operate the private sanitary sewer system in accordance with state and local requirements.

Street Lighting: Streetlight poles, streetlight fixtures, electrical conduit and conductor, equipment needed to power and control the streetlights and all equipment needed to operate the private streetlighting system.

Storm Water Facilities: Storm sewer from the City storm system, inlets, manholes, detention ponds, water quality control systems, pump stations and all other equipment and facilities needed to operate the private storm sewer system in compliance with federal, state and local storm water requirements.

The construction, maintenance, operation and replacement of the Private Drive and Private Utilities located with the Property, or located outside the Property but serving exclusively the Property, are all entirely the responsibility of the Owner and its assigns, and the City shall have no responsibility with regard thereto, except that the City will maintain and repair utilities owned by the City.

The installation and use of the Private Drive and Private Utilities does not relieve the Owner from participating in the construction, maintenance, operation and replacement of City facilities as it relates to City funding methods and policies to fund City improvements.

A non-exclusive easement in favor of the City and any other applicable government authority or agency who has jurisdiction over the Property, is granted by this document upon and across the Property for purposes of performing such duties related to law enforcement, fire protection, life safety, health, sanitation and other matters as shall be required from time to time for the purpose of performing their authorized duties.

The Owner has the authority to grant an Easement to the City for purposes of servicing the Private Utilities within the Property and has the authority to expand such grant as deemed appropriate by the Owner.

The City, and the Owner, for good and valuable consideration hereby acknowledged, agree to the following terms and conditions:

1. The Owner agrees to submit a site plan for approval which demonstrates the location and dimension of the Private Drive in relation to the intended structures. The site plan will also show the location, size and material of the Private Utilities along with the required storm water submittals.

2. The Owner agrees to grant the City access over, across and on the Property to permit the City to accomplish the purpose as stated in this agreement.
3. The Owner agrees and understands that the City has no obligation to perform any maintenance or repair of any of the Private Utilities on the Property.
4. The City agrees to provide the following services:
 - Scheduled yearly fire hydrant flushing.
 - Technical assistance in the event a water main break or sewer failure should it occur.
 - Locating and providing curb stop shut-offs such that the Owner can service the Private Utilities
5. The City agrees to provide solid waste collection service consistent with the zoning and use of the Property during the normal course and operation of this service within the City. The Owner agrees to hold the City harmless from any and all damages that may occur during the waste collection process.
6. The City agrees to exercise reasonable care when performing the maintenance described herein. Further, the City agrees to perform all services in a workmanlike manner, and to schedule the maintenance by the City Public Works Department in a manner which will provide efficiency and economy consistent with timeliness.

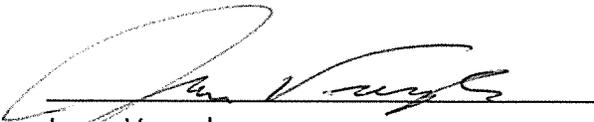
The Owner agrees to hold the City harmless from any and all damages that may occur due to the process and actions taken during or following any of services provided herein, except for any damages arising from any negligent act by the City, its officers, employees, representatives, agents, or contractors. The Owner will release, defend, indemnify, protect, and hold harmless the City and City officers, agents, representatives, employees, and contractors from and against any and all claims of personal injury, property damage or any other actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorney's fees, arising out of the services provided under this agreement, except for any claims arising from any negligent act by the City, its officers, employees, representatives, agents, or contractors.

The Agreement will run with the land as to the parcels within the Property and shall be recorded with the Burleigh County Recorder. The terms of this agreement shall be considered a covenant running with the land and bind all future owners in the same manner as if they had personally entered the agreement.

- 7. This Agreement may not be modified, except in writing and signed by both parties.
- 8. This Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.

This Agreement shall bind the parties, their successors, assigns and heirs.

Dated this 26th day of January 2024

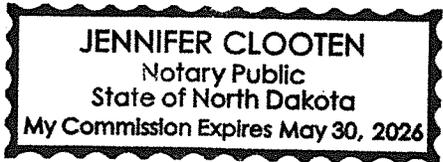

 Jason Voegele
 Owner
 J & D Construction Inc.

STATE OF NORTH DAKOTA)
) ss:
 COUNTY OF BURLEIGH)

On this 26th day of January, 2024, before me personally appeared Jason Voegele, known to me to be the person who is described in and who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same.


 Notary Public
 State of North Dakota

(SEAL)



 Pending Subdivisions
 Pending Lots



Sonnet Heights
Subdivision
Ninth Replat



Engineering Department

DATE: March 12, 2024

FROM: Gabe Schell, City Engineer

ITEM: Centennial Rd/Bismarck Expy Interchange Reconstruction project, IM-NHU-1-094(212)161), PCN 22648, City project HC 132.

REQUEST:

Consider approval of award concurrence of North Dakota Department of Transportation (NDDOT) Centennial Rd/Bismarck Expy Interchange Reconstruction project, IM-NHU-1-094(212)161), PCN 22648, City project HC 132.

BACKGROUND INFORMATION:

The project consists of the reconstruction of the I-94 Exit 161 interchange. The NDDOT received bids on March 1, 2024, and a bid tabulation is attached. There was one bidder with the low bid submitted by Ames Construction in the amount of \$47,498,076.05.

The Board of City Commissioners approved the Cost Participation and Maintenance agreement with NDDOT for HC 132 at their [January 23, 2024](#), meeting. The estimated City cost share based on the bid amounts per the NDDOT's March 1, 2024, letter is \$791,526.19. The City will also initiate a separate project to connect the traffic signals installed as part of the NDDOT's project to our traffic signal network by pulling a fiber optic communication line into the Miriam Fire Station.

The City funding source of sales tax was identified in the 2023 and 2024 budget. However, cumulatively, only \$625,000 has been appropriated. An additional budget authorization of \$275,000 of sales tax funding is requested to fund the additional City cost share and the separate project to connect the traffic signals to the Miriam Fire Station.

RECOMMENDED CITY COMMISSION ACTION:

Concur with North Dakota Department of Transportation in the award of the Centennial Rd/Bismarck Expy Interchange Reconstruction project, IM-NHU-1-094(212)161), PCN 22648, City project HC 132.

Approve a budget authorization of an additional \$275,000 in sales tax funds for the local match and separate traffic signal fiber interconnect project.

STAFF CONTACT INFORMATION:

Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:

1. NDDOT Award Concurrence

March 1, 2024

Gabe Schell
City Engineer
221 N 5th Street
Bismarck, ND 58506

PROJECTS: IM-NHU-1-094(212)161, PCN 22648 – CENTENNIAL RD/BIS EXP INTERCHANGE

Bids for the construction on the above noted project were taken at our bid opening of March 1, 2024. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for Grading, Aggregate Base, PCC Pavement, HMA Pavement, Structure Removal & Replacement, Sidewalk, Retaining Wall, Storm Sewer, Culverts, Signing, Pavement Marking, Traffic Signals, Lighting, Guardrail was submitted by Ames Construction of Burnsville, MN in the amount of \$47,498,076.05. According to the agreement with the City of Bismarck, the City's share of project **IM-NHU-1-094(212)161** is estimated to be \$791,526.19. See contract detail estimates for cost breakdown and limits.

Before we can award to the low bidder, we need the City of Bismarck to **concur**, in writing, in the estimated amount before March 12, 2024, if possible.

Questions should be addressed to the Construction Services Division at 701-328-2566.

Sincerely,



Phillip Murdoff, PE
Construction Services Engineer

80/pm/jmm
Enclosure

North Dakota **FEDERAL AID**

Bid Opening Date: **3/1/2024**

Project Number: **IM-NHU-1-094(212)161**

PCN: **22648**

Job Number: **22648**

English/Metric: **ENGLISH**

Contract with **AMES CONSTRUCTION INC BURNSVILLE, MN**

Signed Date:

County(s): **BURLEIGH**

Location: **I-94 JCT BUS 94 (BISMARCK EXPRESSWAY) & CENTENNIAL RD - BISMARCK**

North Dakota **FEDERAL AID**

Bid Opening Date: **3/1/2024**

Project Number: **IM-NHU-1-094(212)161**

PCN: **22648**

Job Number: **22648**

English/Metric: **ENGLISH**

Roadway: **URBAN**

I94E000M RP 161.125 (161.1285) TO RP 161.608 (161.6122)EB
I94W000M RP 160.862 (160.8053) TO RP 161.615 (161.5486)WB

Type: **GRADING, AGGREGATE BASE, PCC PAVEMENT, HMA PAVEMENT, SIDEWALK, STORM SEWER, CULVERTS, SIGNING, PAVEMENT MARKING, TRAFFIC SIGNALS, LIGHTING, GUARDRAIL AND INCIDENTALS**

Participating: **Y**

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
103 0100	CONTRACT BOND	0.610	L SUM	\$315,000.00	\$192,150.00
103 0200	ESCROW OF BID DOCUMENTATION	0.610	L SUM	\$5,000.00	\$3,050.00
108 0001	CRITICAL PATH METHOD SCHEDULE	0.610	L SUM	\$25,000.00	\$15,250.00
109 1000	E-TICKETING	0.610	L SUM	\$20,000.00	\$12,200.00
201 0352	REMOVAL OF TREES & BRUSH	1.000	L SUM	\$80,000.00	\$80,000.00
201 0370	REMOVAL OF TREES 10IN	10.000	EA	\$850.00	\$8,500.00
201 0380	REMOVAL OF TREES 18IN	4.000	EA	\$1,000.00	\$4,000.00
202 0136	REMOVAL OF PAVEMENT	50,401.000	TON	\$18.00	\$907,218.00
202 0169	REMOVAL OF END SECTION-ALL TYPES & SIZES	3.000	EA	\$500.00	\$1,500.00
202 0174	REMOVAL OF PIPE ALL TYPES AND SIZES	1,936.000	LF	\$30.00	\$58,080.00
202 0230	REMOVAL OF INLETS	6.000	EA	\$800.00	\$4,800.00
202 0310	REMOVAL OF CHAIN LINK FENCE	392.000	LF	\$3.50	\$1,372.00
203 0101	COMMON EXCAVATION-TYPE A	110,905.000	CY	\$11.00	\$1,219,955.00
203 0109	TOPSOIL	25,784.000	CY	\$10.00	\$257,840.00
203 0113	COMMON EXCAVATION-WASTE	81,913.000	CY	\$15.00	\$1,228,695.00
203 0140	BORROW-EXCAVATION	171,467.000	CY	\$17.00	\$2,914,939.00
203 0196	EMBANKMENT-TYPE B	1.000	EA	\$20,000.00	\$20,000.00
216 0100	WATER	4,072.000	M GAL	\$40.00	\$162,880.00
220 0100	PREPARE STOCKPILE SITE	1.000	L SUM	\$50,000.00	\$50,000.00
220 0200	RESTORE STOCKPILE SITE	1.000	L SUM	\$30,000.00	\$30,000.00
251 0200	SEEDING CLASS II	24.000	ACRE	\$370.00	\$8,880.00
251 2000	TEMPORARY COVER CROP	25.100	ACRE	\$325.00	\$8,157.50
253 0051	SOIL STABILIZER	25.100	ACRE	\$725.00	\$18,197.50
253 0201	HYDRAULIC MULCH	24.000	ACRE	\$2,400.00	\$57,600.00
255 0102	ECB TYPE 2	535.000	SY	\$4.00	\$2,140.00
260 0100	SILT FENCE UNSUPPORTED	902.000	LF	\$3.00	\$2,706.00
260 0101	REMOVE SILT FENCE UNSUPPORTED	902.000	LF	\$1.25	\$1,127.50
261 0112	FIBER ROLLS 12IN	26,004.000	LF	\$3.00	\$78,012.00
261 0113	REMOVE FIBER ROLLS 12IN	14,671.000	LF	\$0.95	\$13,937.45
302 0100	SALVAGED BASE COURSE	50,592.000	TON	\$28.00	\$1,416,576.00
401 0050	TACK COAT	2,108.000	GAL	\$3.00	\$6,324.00
401 0060	PRIME COAT	14,027.000	GAL	\$8.00	\$112,216.00
401 0160	BLOTTER MATERIAL CL 44	338.000	TON	\$73.00	\$24,674.00
430 0045	SUPERPAVE FAA 45	5,958.000	TON	\$110.00	\$655,380.00
430 0500	COMMERCIAL GRADE HOT MIX ASPHALT	3,240.000	TON	\$145.00	\$469,800.00
430 1000	CORED SAMPLE	22.000	EA	\$180.00	\$3,960.00
430 5818	PG 58H-34 ASPHALT CEMENT	357.000	TON	\$690.00	\$246,330.00
550 0305	9IN NON-REINF CONCRETE PVMT CL AE-DOWELED	23,276.000	SY	\$97.00	\$2,257,772.00
550 0310	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	10,526.000	SY	\$105.00	\$1,105,230.00
550 1013	3IN EXPANSION JOINT	236.800	LF	\$480.00	\$113,664.00
550 1031	CONCRETE SLEEPER SLAB	184.000	SY	\$230.00	\$42,320.00
602 1200	JERSEY BARRIER FORMED OR SLIP FORMED	67.000	LF	\$900.00	\$60,300.00
702 0100	MOBILIZATION	0.610	L SUM	\$3,570,000.00	\$2,177,700.00

North Dakota **FEDERAL AID**Bid Opening Date: **3/1/2024**Project Number: **IM-NHU-1-094(212)161**PCN: **22648**Job Number: **22648**English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
704	0100	FLAGGING	4,500.000	MHR	\$85.00	\$382,500.00
704	1000	TRAFFIC CONTROL SIGNS	6,050.000	UNIT	\$6.00	\$36,300.00
704	1035	ATTENUATION DEVICE-TYPE B-25	2.000	EA	\$5,100.00	\$10,200.00
704	1037	ATTENUATION DEVICE-TYPE B-35	2.000	EA	\$5,100.00	\$10,200.00
704	1045	ATTENUATION DEVICE-TYPE B-75	7.000	EA	\$7,200.00	\$50,400.00
704	1052	TYPE III BARRICADE	21.000	EA	\$215.00	\$4,515.00
704	1054	SIDEWALK BARRICADE	1.000	EA	\$110.00	\$110.00
704	1058	PEDESTRIAN WALKWAY	838.000	LF	\$18.00	\$15,084.00
704	1060	DELINEATOR DRUMS	343.000	EA	\$38.00	\$13,034.00
704	1067	TUBULAR MARKERS	178.000	EA	\$17.00	\$3,026.00
704	1072	FLEXIBLE DELINEATORS	275.000	EA	\$30.00	\$8,250.00
704	1080	STACKABLE VERTICAL PANELS	34.000	EA	\$50.00	\$1,700.00
704	1087	SEQUENCING ARROW PANEL-TYPE C	7.000	EA	\$1,900.00	\$13,300.00
704	1150	TEMPORARY TRAFFIC SIGNALS	2.000	EA	\$120,000.00	\$240,000.00
704	1500	OBLITERATION OF PAVEMENT MARKING	3,012.000	SF	\$2.00	\$6,024.00
704	2108	TEMPORARY CURB RAMP	3.000	EA	\$320.00	\$960.00
704	3511	STATE FURNISHED MEDIAN BARRIER	4,130.000	LF	\$70.00	\$289,100.00
704	4011	PORTABLE CHANGEABLE MESSAGE SIGN	4.000	EA	\$15,000.00	\$60,000.00
706	0500	AGGREGATE LABORATORY	1.000	EA	\$30,000.00	\$30,000.00
706	0550	BITUMINOUS LABORATORY	1.000	EA	\$15,000.00	\$15,000.00
706	0600	CONTRACTOR'S LABORATORY	1.000	EA	\$10,000.00	\$10,000.00
708	1540	INLET PROTECTION-SPECIAL	10.000	EA	\$20.00	\$200.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	10.000	EA	\$25.00	\$250.00
709	0100	GEOSYNTHETIC MATERIAL TYPE G	73,437.000	SY	\$3.50	\$257,029.50
714	0310	PIPE CONC REINF 18IN CL III	28.000	LF	\$250.00	\$7,000.00
714	0615	PIPE CONC REINF 24IN CL III	8.000	LF	\$440.00	\$3,520.00
714	0905	PIPE CONC REINF 36IN CL III	148.000	LF	\$490.00	\$72,520.00
714	1310	PIPE CONC REINF 60IN CL III	18.000	LF	\$1,160.00	\$20,880.00
714	3013	END SECT-TRAVERSABLE REINF. CONC.18IN	1.000	EA	\$1,450.00	\$1,450.00
714	3036	END SECT-TRAVERSABLE REINF. CONC.36IN	2.000	EA	\$3,000.00	\$6,000.00
714	4090	PIPE CONDUIT 12IN	388.000	LF	\$140.00	\$54,320.00
714	4097	PIPE CONDUIT 15IN-STORM DRAIN	516.000	LF	\$180.00	\$92,880.00
714	4100	PIPE CONDUIT 18IN	84.000	LF	\$255.00	\$21,420.00
714	4101	PIPE CONDUIT 18IN-STORM DRAIN	144.000	LF	\$255.00	\$36,720.00
714	4105	PIPE CONDUIT 24IN	124.000	LF	\$275.00	\$34,100.00
714	4107	PIPE CONDUIT 24IN-STORM DRAIN	503.000	LF	\$275.00	\$138,325.00
714	4110	PIPE CONDUIT 30IN	86.000	LF	\$335.00	\$28,810.00
714	4115	PIPE CONDUIT 36IN	120.000	LF	\$500.00	\$60,000.00
714	4124	PIPE CONDUIT 36IN-JACKED OR BORED	84.000	LF	\$900.00	\$75,600.00
714	4166	PIPE CONDUIT 30IN-JACKED OR BORED	64.000	LF	\$1,100.00	\$70,400.00
714	9660	REMOVE & RELAY END SECTION-ALL TYPE & SIZES	8.000	EA	\$2,200.00	\$17,600.00
714	9680	PLUG PIPE-ALL TYPES & SIZES	9.000	EA	\$950.00	\$8,550.00
720	0110	RIGHT OF WAY MARKERS	8.000	EA	\$165.00	\$1,320.00
720	0125	ALIGNMENT MONUMENTS	67.000	EA	\$100.00	\$6,700.00
720	0130	IRON PIN R/W MONUMENTS	8.000	EA	\$55.00	\$440.00
722	3490	CASTING MOUNTABLE CURB-TYPE B	11.000	EA	\$2,350.00	\$25,850.00
722	3510	INLET-TYPE 2	8.000	EA	\$6,000.00	\$48,000.00
722	3520	INLET-TYPE 2 DOUBLE	8.000	EA	\$11,000.00	\$88,000.00
722	3761	INLET SPECIAL-TYPE 2 60IN	1.000	EA	\$9,500.00	\$9,500.00
722	3910	INLET SLOTTED DRAIN 15IN	40.000	LF	\$590.00	\$23,600.00
722	4020	INLET CATCH BASIN 9IN BEEHIVE	2.000	EA	\$4,300.00	\$8,600.00

North Dakota **FEDERAL AID**

Bid Opening Date: **3/1/2024**

Project Number: **IM-NHU-1-094(212)161**

PCN: **22648**

Job Number: **22648**

English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
748	0140	CURB & GUTTER-TYPE I	9,664.000	LF	\$54.00	\$521,856.00
750	0020	PIGMENTED CONCRETE	2,773.000	SY	\$256.00	\$709,888.00
750	0110	SIDEWALK BRICK PATTERN	401.000	SY	\$83.00	\$33,283.00
750	0115	SIDEWALK CONCRETE 4IN	1,808.000	SY	\$70.00	\$126,560.00
750	0210	CONCRETE MEDIAN NOSE PAVING	18.000	SY	\$173.00	\$3,114.00
750	2115	DETECTABLE WARNING PANELS	180.000	SF	\$70.00	\$12,600.00
752	0600	FENCE CHAIN LINK	357.000	LF	\$26.00	\$9,282.00
752	0911	TEMPORARY SAFETY FENCE	400.000	LF	\$4.00	\$1,600.00
752	3100	CORNER ASSEMBLY CHAIN LINK	3.000	EA	\$542.00	\$1,626.00
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	651.000	SF	\$26.00	\$16,926.00
754	0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	230.000	SF	\$31.00	\$7,130.00
754	0154	DELINEATORS-TYPE A-SINGLE SIDED	11.000	EA	\$53.00	\$583.00
754	0160	DELINEATORS-TYPE B	36.000	EA	\$54.00	\$1,944.00
754	0168	DELINEATORS-TYPE D	32.000	EA	\$64.00	\$2,048.00
754	0193	FLEXIBLE DELINEATORS-TYPE D	30.000	EA	\$120.00	\$3,600.00
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	451.000	LF	\$24.00	\$10,824.00
754	0210	GALV STEEL POST-STANDARD PIPE	446.000	LF	\$81.00	\$36,126.00
754	0214	GALV STEEL POSTS-W-SHAPE POSTS(TWO OR MORE)	797.000	LF	\$83.00	\$66,151.00
754	0530	PANEL FOR SIGNS-TYPE XI REFLECTIVE SHEETING	1,005.000	SF	\$28.00	\$28,140.00
754	0534	PANEL FOR SIGNS-TYPE IV REFLECTIVE SHEETING	1,658.000	SF	\$26.00	\$43,108.00
754	0557	INTERSTATE MILE POSTS-TYPE C	1.000	EA	\$190.00	\$190.00
754	0592	RESET SIGN PANEL	1.000	EA	\$145.00	\$145.00
754	0801	OBJECT MARKERS - TYPE I	6.000	EA	\$30.00	\$180.00
754	0805	OBJECT MARKERS - CULVERTS	33.000	EA	\$58.00	\$1,914.00
754	1100	CLASS AE CONCRETE-SIGN FOUNDATIONS	75.800	CY	\$1,235.00	\$93,613.00
754	1104	REMOVE SIGN FOUNDATION	43.000	EA	\$800.00	\$34,400.00
754	1211	OVERHEAD SIGN STR BRIDGE MOUNTED	1.000	EA	\$80,000.00	\$80,000.00
754	1316	OVERHEAD SIGN STR 31FT CANTILEVER	1.000	EA	\$120,000.00	\$120,000.00
754	1328	OVERHEAD SIGN STR 43FT CANTILEVER	1.000	EA	\$150,000.00	\$150,000.00
754	1330	OVERHEAD SIGN STR 45FT CANTILEVER	1.000	EA	\$180,000.00	\$180,000.00
754	1490	OVERHEAD SIGN STR 130FT TRUSS	1.000	EA	\$200,000.00	\$200,000.00
754	8020	DYNAMIC MESSAGE SIGN	1.000	EA	\$450,000.00	\$450,000.00
762	0122	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	744.000	SF	\$18.70	\$13,912.80
762	0420	SHORT TERM 4IN LINE-TYPE R	3,378.000	LF	\$2.00	\$6,756.00
762	0422	SHORT TERM 6IN LINE-TYPE R	53,423.000	LF	\$2.60	\$138,899.80
762	0426	SHORT TERM 24IN LINE-TYPE R	816.000	LF	\$21.00	\$17,136.00
762	0428	SHORT TERM 10IN LINE-TYPE R	5,871.000	LF	\$4.60	\$27,006.60
762	0430	SHORT TERM 4IN LINE-TYPE NR	2,532.000	LF	\$0.40	\$1,012.80
762	0432	SHORT TERM 6IN LINE-TYPE NR	37,363.000	LF	\$0.60	\$22,417.80
762	0434	SHORT TERM 8IN LINE-TYPE NR	1,238.000	LF	\$0.80	\$990.40
762	0436	SHORT TERM 24IN LINE-TYPE NR	784.000	LF	\$13.00	\$10,192.00
762	0438	SHORT TERM 10IN LINE-TYPE NR	9,364.000	LF	\$1.00	\$9,364.00
762	0440	SHORT TERM MESSAGE-TYPE R	1,113.000	SF	\$37.50	\$41,737.50
762	0442	SHORT TERM MESSAGE-TYPE NR	1,268.000	SF	\$8.00	\$10,144.00
762	1255	PREFORMED THERMO PLASTIC PVMT MK 6IN LINE	339.000	LF	\$14.00	\$4,746.00
762	1270	PREFORMED THERMO PLASTIC PVMT MK 24IN LINE	376.000	LF	\$59.00	\$22,184.00
762	1280	PREFORMED THERMO PLASTIC PVMT MK MESSAGE	288.000	SF	\$27.00	\$7,776.00
762	1307	PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	32,328.000	LF	\$10.00	\$323,280.00

North Dakota **FEDERAL AID**

Bid Opening Date: **3/1/2024**

Project Number: **IM-NHU-1-094(212)161**

PCN: **22648**

Job Number: **22648**

English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
762	1311	PREFORMED PATTERNED PVMT MK 10IN LINE-GROOVED	6,818.000	LF	\$12.00	\$81,816.00
764	0100	HIGH TENSION CABLE GUARDRAIL	2,114.000	LF	\$82.00	\$173,348.00
764	0105	HIGH TENSION CABLE ANCHOR ASSEMBLY	4.000	EA	\$8,500.00	\$34,000.00
764	0107	REMOVE HIGH TENSION GUARDRAIL	1,498.000	LF	\$11.00	\$16,478.00
764	0109	RESET HIGH TENSION GUARDRAIL	84.000	LF	\$55.00	\$4,620.00
764	0131	W-BEAM GUARDRAIL	104.000	LF	\$52.00	\$5,408.00
764	0145	W-BEAM GUARDRAIL END TERMINAL	2.000	EA	\$2,900.00	\$5,800.00
764	0151	REMOVE W-BEAM GUARDRAIL & POSTS	735.000	LF	\$5.50	\$4,042.50
764	1050	RESET W-BEAM GUARDRAIL	252.000	LF	\$18.00	\$4,536.00
764	1059	RESET W-BEAM GUARDRAIL END TERMINAL	3.000	EA	\$650.00	\$1,950.00
764	2050	REMOVE CONCRETE ANCHOR	2.000	EA	\$1,600.00	\$3,200.00
764	2081	REMOVE END TREATMENT & TRANSITION	7.000	EA	\$350.00	\$2,450.00
764	9011	ATTENUATING CRASH CUSHION TL-3	1.000	EA	\$30,000.00	\$30,000.00
770	0003	LIGHTING SYSTEM A	0.290	EA	\$120,000.00	\$34,800.00
770	0004	LIGHTING SYSTEM B	0.430	EA	\$112,000.00	\$48,160.00
770	0030	CONCRETE FOUNDATION-HIGH MAST LIGHTING	12.000	EA	\$35,000.00	\$420,000.00
770	0220	CABLE TRENCH-TYPE II	9,655.000	LF	\$3.50	\$33,792.50
770	0350	3IN DIAMETER RIGID CONDUIT	1,235.000	LF	\$20.00	\$24,700.00
770	0464	MULTIPLE UNDERGROUND CABLE 3NO4-1NO6 STYLE USE	10,234.000	LF	\$16.00	\$163,744.00
770	0735	FEED POINT-TYPE II-PAD MOUNTED	2.000	EA	\$26,400.00	\$52,800.00
770	3733	HIGH MAST LIGHTING ASSEMBLY TYPE HM-140-4	2.000	EA	\$98,000.00	\$196,000.00
770	3735	HIGH MAST LIGHTING ASSEMBLY TYPE HM-140-6	6.000	EA	\$98,500.00	\$591,000.00
770	3736	HIGH MAST LIGHTING ASSEMBLY TYPE HM-140-8	2.000	EA	\$99,000.00	\$198,000.00
770	3790	PORTABLE POWER UNIT	2.000	EA	\$3,550.00	\$7,100.00
770	4280	LED LUMINAIRE - HIGH MAST	60.000	EA	\$1,900.00	\$114,000.00
770	4501	TEMPORARY LIGHTING SYSTEM	0.310	EA	\$70,000.00	\$21,700.00
770	4555	RELOCATE HIGH MAST LIGHT POLE	2.000	EA	\$19,000.00	\$38,000.00
770	4563	REMOVE HIGH MAST TOWER ASSEMBLY	8.000	EA	\$9,250.00	\$74,000.00
770	4565	REMOVE TEMPORARY LIGHTING SYSTEM	0.350	EA	\$17,000.00	\$5,950.00
770	4585	REMOVE CONCRETE FOUNDATION-HIGH MAST	10.000	EA	\$12,500.00	\$125,000.00
770	4590	REMOVE FEED POINT	2.000	EA	\$1,600.00	\$3,200.00
772	0002	CONCRETE FOUNDATION TWIN MA-TRAFFIC SIGNALS	1.000	EA	\$18,750.00	\$18,750.00
772	0003	SIGNAL STANDARD FOUNDATION	4.000	EA	\$60,000.00	\$240,000.00
772	2110	FLASHING BEACON-POST MOUNTED	1.000	EA	\$59,500.00	\$59,500.00
772	3125	REMOVE TRAFFIC SIGNAL SYSTEM	1.910	EA	\$17,000.00	\$32,470.00
772	9200	IT SYSTEM	1.230	EA	\$164,000.00	\$201,720.00
772	9300	SURVEILLANCE CAMERA SYSTEM	1.000	EA	\$85,000.00	\$85,000.00
772	9305	REVISE SURVEILLANCE CAMERA SYSTEM	2.000	EA	\$70,000.00	\$140,000.00
772	9811	TRAFFIC SIGNAL SYSTEM - SITE 1	0.250	EA	\$500,000.00	\$125,000.00
772	9812	TRAFFIC SIGNAL SYSTEM - SITE 2	1.000	EA	\$1,200,000.00	\$1,200,000.00
900	0100	SETTLEMENT PLATE	4.000	EA	\$5,000.00	\$20,000.00
900	0700	FLEXIBLE GROWTH MEDIUM	14,241.000	SY	\$2.00	\$28,482.00
910	0565	CONTROLLED DENSITY BACKFILL	65.000	CY	\$400.00	\$26,000.00
920	1318	VIBRATING WIRE PIEZOMETER	6.000	EA	\$10,000.00	\$60,000.00
920	1325	VIBRATING WIRE BOREHOLE EXTENSOMETER	2.000	EA	\$25,000.00	\$50,000.00
930	4225	INSTRUMENTATION-DATA LOGGING EQUIPMENT	1.000	L SUM	\$35,000.00	\$35,000.00
930	9550	MECHANICALLY STABILIZED EARTH WALL	1,196.000	SF	\$201.00	\$240,396.00
980	0800	RELOCATE ROAD CLOSURE GATE	1.000	EA	\$5,300.00	\$5,300.00
980	0811	VERTICAL ROAD CLOSURE GATE-28FT	2.000	EA	\$125,000.00	\$250,000.00

North Dakota **FEDERAL AID**

Bid Opening Date: **3/1/2024**

Project Number: **IM-NHU-1-094(212)161**

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English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
980	0820	REMOVE ROAD CLOSURE GATE	2.000	EA	\$1,250.00	\$2,500.00

Subtotal **\$27,418,820.15**

Eng and Contg **\$2,741,882.02**

Total **\$30,160,702.17**

Length **0.7440 Miles**

Estimated Cost		<u>Construction</u>
		\$30,160,702.17
IM FEDERAL FUNDS	90.00%	\$27,144,631.95
IM STATE FUNDS	10.00%	\$3,016,070.22

North Dakota **FEDERAL AID**

Bid Opening Date: **3/1/2024**

Project Number: **IM-NHU-1-094(212)161**

PCN: **22648**

Job Number: **22648**

English/Metric: **ENGLISH**

Roadway: **URBAN**

LRS_ID I94E000M MEASURE 161.4427
EXISTING NBI #0094-161.439
PROPOSED NBI #0094-161.400

Type: **STRUCTURE REMOVAL AND REPLACEMENT**

Participating: **Y**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.310	L SUM	\$315,000.00	\$97,650.00
103	0200	ESCROW OF BID DOCUMENTATION	0.310	L SUM	\$5,000.00	\$1,550.00
108	0001	CRITICAL PATH METHOD SCHEDULE	0.310	L SUM	\$25,000.00	\$7,750.00
109	1000	E-TICKETING	0.310	L SUM	\$20,000.00	\$6,200.00
202	0105	REMOVAL OF STRUCTURE	1.000	L SUM	\$450,000.00	\$450,000.00
210	0099	CLASS 1 EXCAVATION	1.000	L SUM	\$80,000.00	\$80,000.00
210	0201	FOUNDATION PREPARATION	1.000	EA	\$50,000.00	\$50,000.00
258	0100	CONCRETE SLOPE PROTECTION	1,718.000	SY	\$300.00	\$515,400.00
602	0130	CLASS AAE-3 CONCRETE	1,256.300	CY	\$1,700.00	\$2,135,710.00
602	1121	SUBSTRUCTURE CONCRETE CLASS AAE-3	334.100	CY	\$1,500.00	\$501,150.00
602	1130	CLASS AE-3 CONCRETE	270.100	CY	\$2,000.00	\$540,200.00
602	1133	CONCRETE BRIDGE APPROACH SLAB	705.300	SY	\$480.00	\$338,544.00
602	1134	PILE SUPPORTED APPROACH SLAB	681.000	SY	\$650.00	\$442,650.00
602	1250	PENETRATING WATER REPELLENT TREATMENT	6,219.000	SY	\$12.00	\$74,628.00
612	0115	REINFORCING STEEL-GRADE 60	83,752.000	LBS	\$2.00	\$167,504.00
612	0116	REINFORCING STEEL-GRADE 60-EPOXY COATED	342,574.000	LBS	\$2.50	\$856,435.00
616	5890	STRUCTURAL STEEL	1.000	L SUM	\$6,590,000.00	\$6,590,000.00
622	0040	STEEL PILING HP 12 X 53	2,535.000	LF	\$62.00	\$157,170.00
622	0070	STEEL PILING HP 14 X 102	4,695.000	LF	\$105.00	\$492,975.00
624	0123	PEDESTRIAN RAILING	349.300	LF	\$250.00	\$87,325.00
624	0124	PEDESTRIAN FENCE	493.300	LF	\$500.00	\$246,650.00
702	0100	MOBILIZATION	0.310	L SUM	\$3,570,000.00	\$1,106,700.00
750	0020	PIGMENTED CONCRETE	427.700	SY	\$256.00	\$109,491.20
770	0005	LIGHTING SYSTEM C	1.000	EA	\$60,000.00	\$60,000.00
770	4505	UNDERPASS LIGHTING SYSTEM	1.000	EA	\$32,400.00	\$32,400.00
930	3000	BRIDGE BENCH MARKS	1.000	SET	\$5,000.00	\$5,000.00
930	7012	ROADWAY CANOPY	1.000	L SUM	\$125,000.00	\$125,000.00
930	9537	ABUTMENT UNDERDRAIN SYSTEM	2.000	EA	\$35,000.00	\$70,000.00
Subtotal						\$15,348,082.20

North Dakota **FEDERAL AID**

Bid Opening Date: **3/1/2024**

Project Number: **IM-NHU-1-094(212)161**

PCN: **22648**

Job Number: **22648**

English/Metric: **ENGLISH**

Eng and Contg **\$1,534,808.22**

Total **\$16,882,890.42**

Length **0.0000 Miles**

		<u>Construction</u>
Estimated Cost		\$16,882,890.42
IM FEDERAL FUNDS	90.00%	\$15,194,601.38
IM STATE FUNDS	10.00%	\$1,688,289.04

North Dakota **FEDERAL AID**

Bid Opening Date: **3/1/2024**

Project Number: **IM-NHU-1-094(212)161**

PCN: **22648**

Job Number: **22648**

English/Metric: **ENGLISH**

Roadway: **URBAN**

S94E000B147.183_03 RP 926.594 (1.3236) TO 926.691 (1.4122)
S94W000B147.183_03 RP 926.594 (1.326) TO 926.691 (1.4148)

Type: **GRADING, AGGREGATE BASE, PCC PAVEMENT, HMA PAVEMENT, SIDEWALK, STORM SEWER, CULVERTS, SIGNING, PAVEMENT MARKING, TRAFFIC SIGNALS, LIGHTING, GUARDRAIL AND INCIDENTALS**

Participating: **Y**

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
103 0100	CONTRACT BOND	0.040	L SUM	\$315,000.00	\$12,600.00
103 0200	ESCROW OF BID DOCUMENTATION	0.040	L SUM	\$5,000.00	\$200.00
108 0001	CRITICAL PATH METHOD SCHEDULE	0.040	L SUM	\$25,000.00	\$1,000.00
109 1000	E-TICKETING	0.040	L SUM	\$20,000.00	\$800.00
202 0136	REMOVAL OF PAVEMENT	6,953.000	TON	\$18.00	\$125,154.00
202 0169	REMOVAL OF END SECTION-ALL TYPES & SIZES	1.000	EA	\$500.00	\$500.00
202 0174	REMOVAL OF PIPE ALL TYPES AND SIZES	138.000	LF	\$30.00	\$4,140.00
202 0230	REMOVAL OF INLETS	1.000	EA	\$800.00	\$800.00
203 0101	COMMON EXCAVATION-TYPE A	510.000	CY	\$11.00	\$5,610.00
203 0109	TOPSOIL	204.000	CY	\$10.00	\$2,040.00
203 0140	BORROW-EXCAVATION	1,139.000	CY	\$17.00	\$19,363.00
251 0300	SEEDING CLASS III	0.500	ACRE	\$680.00	\$340.00
251 2000	TEMPORARY COVER CROP	0.500	ACRE	\$325.00	\$162.50
253 0051	SOIL STABILIZER	0.500	ACRE	\$725.00	\$362.50
253 0201	HYDRAULIC MULCH	0.500	ACRE	\$2,400.00	\$1,200.00
255 0102	ECB TYPE 2	65.000	SY	\$4.00	\$260.00
260 0100	SILT FENCE UNSUPPORTED	490.000	LF	\$3.00	\$1,470.00
260 0101	REMOVE SILT FENCE UNSUPPORTED	490.000	LF	\$1.25	\$612.50
261 0112	FIBER ROLLS 12IN	1,320.000	LF	\$3.00	\$3,960.00
261 0113	REMOVE FIBER ROLLS 12IN	430.000	LF	\$0.95	\$408.50
302 0100	SALVAGED BASE COURSE	2,895.000	TON	\$28.00	\$81,060.00
401 0050	TACK COAT	3.000	GAL	\$3.00	\$9.00
401 0060	PRIME COAT	1,496.000	GAL	\$8.00	\$11,968.00
401 0160	BLOTTER MATERIAL CL 44	30.000	TON	\$73.00	\$2,190.00
430 0045	SUPERPAVE FAA 45	13.000	TON	\$110.00	\$1,430.00
430 0500	COMMERCIAL GRADE HOT MIX ASPHALT	116.000	TON	\$145.00	\$16,820.00
430 5818	PG 58H-34 ASPHALT CEMENT	1.000	TON	\$690.00	\$690.00
550 0305	9IN NON-REINF CONCRETE PVMT CL AE-DOWELED	2,611.000	SY	\$97.00	\$253,267.00
550 0310	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	2,450.000	SY	\$105.00	\$257,250.00
702 0100	MOBILIZATION	0.040	L SUM	\$3,570,000.00	\$142,800.00
704 1054	SIDEWALK BARRICADE	1.000	EA	\$110.00	\$110.00
704 1058	PEDESTRIAN WALKWAY	154.000	LF	\$18.00	\$2,772.00
704 1150	TEMPORARY TRAFFIC SIGNALS	1.000	EA	\$120,000.00	\$120,000.00
704 2108	TEMPORARY CURB RAMP	2.000	EA	\$320.00	\$640.00
709 0100	GEOSYNTHETIC MATERIAL TYPE G	6,149.000	SY	\$3.50	\$21,521.50
714 0905	PIPE CONC REINF 36IN CL III	4.000	LF	\$490.00	\$1,960.00
714 3036	END SECT-TRAVERSABLE REINF. CONC.36IN	1.000	EA	\$3,000.00	\$3,000.00
714 4097	PIPE CONDUIT 15IN-STORM DRAIN	138.000	LF	\$180.00	\$24,840.00
714 4101	PIPE CONDUIT 18IN-STORM DRAIN	24.000	LF	\$255.00	\$6,120.00
714 4117	PIPE CONDUIT 36IN-STORM DRAIN	104.000	LF	\$700.00	\$72,800.00
714 9680	PLUG PIPE-ALL TYPES & SIZES	1.000	EA	\$950.00	\$950.00
720 0125	ALIGNMENT MONUMENTS	2.000	EA	\$100.00	\$200.00
722 0110	MANHOLE 60IN	1.000	EA	\$7,900.00	\$7,900.00

North Dakota **FEDERAL AID**

Bid Opening Date: **3/1/2024**

Project Number: **IM-NHU-1-094(212)161**

PCN: **22648**

Job Number: **22648**

English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
722	0120	MANHOLE 72IN	1.000	EA	\$9,900.00	\$9,900.00
722	0130	MANHOLE 84IN	1.000	EA	\$12,100.00	\$12,100.00
722	1110	MANHOLE RISER 60IN	5.320	LF	\$990.00	\$5,266.80
722	1120	MANHOLE RISER 72IN	5.180	LF	\$1,350.00	\$6,993.00
722	1130	MANHOLE RISER 84IN	4.000	LF	\$2,250.00	\$9,000.00
722	3510	INLET-TYPE 2	3.000	EA	\$6,000.00	\$18,000.00
722	3520	INLET-TYPE 2 DOUBLE	1.000	EA	\$11,000.00	\$11,000.00
722	3910	INLET SLOTTED DRAIN 15IN	30.000	LF	\$590.00	\$17,700.00
722	6140	ADJUST GATE VALVE BOX	1.000	EA	\$3,600.00	\$3,600.00
724	0375	RELOCATE GATE VALVE & BOX	2.000	EA	\$9,500.00	\$19,000.00
744	0050	INSULATION BOARD	149.000	CF	\$50.00	\$7,450.00
748	0140	CURB & GUTTER-TYPE I	1,672.000	LF	\$54.00	\$90,288.00
750	0020	PIGMENTED CONCRETE	104.000	SY	\$256.00	\$26,624.00
750	0115	SIDEWALK CONCRETE 4IN	189.000	SY	\$70.00	\$13,230.00
750	0210	CONCRETE MEDIAN NOSE PAVING	4.000	SY	\$173.00	\$692.00
750	1000	DRIVEWAY CONCRETE	46.000	SY	\$75.00	\$3,450.00
750	1020	DRIVEWAY CONCRETE 8IN	73.000	SY	\$86.00	\$6,278.00
750	2115	DETECTABLE WARNING PANELS	64.000	SF	\$70.00	\$4,480.00
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	150.000	SF	\$26.00	\$3,900.00
754	0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	189.000	SF	\$31.00	\$5,859.00
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	352.000	LF	\$24.00	\$8,448.00
754	0592	RESET SIGN PANEL	2.000	EA	\$145.00	\$290.00
754	1104	REMOVE SIGN FOUNDATION	2.000	EA	\$800.00	\$1,600.00
762	0122	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	317.000	SF	\$18.70	\$5,927.90
762	1255	PREFORMED THERMO PLASTIC PVMT MK 6IN LINE	124.000	LF	\$14.00	\$1,736.00
762	1270	PREFORMED THERMO PLASTIC PVMT MK 24IN LINE	174.000	LF	\$59.00	\$10,266.00
762	1305	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	1,968.000	LF	\$9.00	\$17,712.00
762	1307	PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	996.000	LF	\$10.00	\$9,960.00
762	1309	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	1,097.000	LF	\$18.00	\$19,746.00
762	1311	PREFORMED PATTERNED PVMT MK 10IN LINE-GROOVED	1,070.000	LF	\$12.00	\$12,840.00
770	0003	LIGHTING SYSTEM A	0.320	EA	\$120,000.00	\$38,400.00
770	4501	TEMPORARY LIGHTING SYSTEM	0.240	EA	\$70,000.00	\$16,800.00
770	4525	REVISE LIGHTING SYSTEM	0.370	EA	\$53,000.00	\$19,610.00
770	4565	REMOVE TEMPORARY LIGHTING SYSTEM	0.390	EA	\$17,000.00	\$6,630.00
772	3125	REMOVE TRAFFIC SIGNAL SYSTEM	1.010	EA	\$17,000.00	\$17,170.00
772	9200	IT SYSTEM	0.410	EA	\$164,000.00	\$67,240.00
772	9811	TRAFFIC SIGNAL SYSTEM - SITE 1	0.750	EA	\$500,000.00	\$375,000.00
970	2202	SPRING SNOW CRABAPPLE	1.000	EA	\$920.00	\$920.00

Subtotal **\$2,116,387.20**

North Dakota **FEDERAL AID**

Bid Opening Date: **3/1/2024**

Project Number: **IM-NHU-1-094(212)161**

PCN: **22648**

Job Number: **22648**

English/Metric: **ENGLISH**

Eng and Contg **\$211,638.72**

Total **\$2,328,025.92**

Length **0.0968 Miles**

Estimated Cost		<u>Construction</u>
		\$2,328,025.92
NHU FEDERAL FUNDS	80.93%	\$1,884,071.38
NHU STATE FUNDS	9.07%	\$211,151.95
NHU BISMARCK CITY FUNDS	10.00%	\$232,802.59

North Dakota **FEDERAL AID**

Bid Opening Date: **3/1/2024**

Project Number: **IM-NHU-1-094(212)161**

PCN: **22648**

Job Number: **22648**

English/Metric: **ENGLISH**

Roadway: **URBAN**

CENTENNIAL RD, LRS_ID L1998_015M FR MEASURE 1.3335 TO MEASURE 1.4546

Type: **GRADING, AGGREGATE BASE, PCC PAVEMENT, HMA PAVEMENT, SIDEWALK, STORM SEWER, CULVERTS, SIGNING, PAVEMENT MARKING, TRAFFIC SIGNALS, LIGHTING, GUARDRAIL AND INCIDENTALS**

Participating: **Y**

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
103 0100	CONTRACT BOND	0.040	L SUM	\$315,000.00	\$12,600.00
103 0200	ESCROW OF BID DOCUMENTATION	0.040	L SUM	\$5,000.00	\$200.00
108 0001	CRITICAL PATH METHOD SCHEDULE	0.040	L SUM	\$25,000.00	\$1,000.00
109 1000	E-TICKETING	0.040	L SUM	\$20,000.00	\$800.00
202 0136	REMOVAL OF PAVEMENT	4,854.000	TON	\$18.00	\$87,372.00
202 0174	REMOVAL OF PIPE ALL TYPES AND SIZES	391.000	LF	\$30.00	\$11,730.00
202 0230	REMOVAL OF INLETS	3.000	EA	\$800.00	\$2,400.00
203 0101	COMMON EXCAVATION-TYPE A	2,161.000	CY	\$11.00	\$23,771.00
203 0109	TOPSOIL	317.000	CY	\$10.00	\$3,170.00
203 0140	BORROW-EXCAVATION	672.000	CY	\$17.00	\$11,424.00
251 0200	SEEDING CLASS II	0.500	ACRE	\$370.00	\$185.00
251 0300	SEEDING CLASS III	0.100	ACRE	\$680.00	\$68.00
251 2000	TEMPORARY COVER CROP	0.600	ACRE	\$325.00	\$195.00
253 0051	SOIL STABILIZER	0.600	ACRE	\$725.00	\$435.00
253 0201	HYDRAULIC MULCH	0.600	ACRE	\$2,400.00	\$1,440.00
255 0102	ECB TYPE 2	34.000	SY	\$4.00	\$136.00
261 0112	FIBER ROLLS 12IN	1,576.000	LF	\$3.00	\$4,728.00
261 0113	REMOVE FIBER ROLLS 12IN	788.000	LF	\$0.95	\$748.60
302 0100	SALVAGED BASE COURSE	6,704.000	TON	\$28.00	\$187,712.00
401 0060	PRIME COAT	990.000	GAL	\$8.00	\$7,920.00
401 0160	BLOTTER MATERIAL CL 44	24.000	TON	\$73.00	\$1,752.00
430 0500	COMMERCIAL GRADE HOT MIX ASPHALT	237.000	TON	\$145.00	\$34,365.00
550 0300	8IN NON-REINF CONCRETE PVMT CL AE-DOWELED	349.000	SY	\$120.00	\$41,880.00
550 0305	9IN NON-REINF CONCRETE PVMT CL AE-DOWELED	176.000	SY	\$97.00	\$17,072.00
550 0310	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	2,730.000	SY	\$105.00	\$286,650.00
550 0320	12IN NON REINF CONCRETE PVMT CL AE-DOWELED	231.000	SY	\$145.00	\$33,495.00
702 0100	MOBILIZATION	0.040	L SUM	\$3,570,000.00	\$142,800.00
704 1054	SIDEWALK BARRICADE	4.000	EA	\$110.00	\$440.00
704 1058	PEDESTRIAN WALKWAY	315.000	LF	\$18.00	\$5,670.00
704 1150	TEMPORARY TRAFFIC SIGNALS	1.000	EA	\$120,000.00	\$120,000.00
704 2108	TEMPORARY CURB RAMP	2.000	EA	\$320.00	\$640.00
709 0100	GEOSYNTHETIC MATERIAL TYPE G	4,567.000	SY	\$3.50	\$15,984.50
714 4097	PIPE CONDUIT 15IN-STORM DRAIN	184.000	LF	\$180.00	\$33,120.00
714 4101	PIPE CONDUIT 18IN-STORM DRAIN	46.000	LF	\$255.00	\$11,730.00
714 4107	PIPE CONDUIT 24IN-STORM DRAIN	245.000	LF	\$275.00	\$67,375.00
714 9680	PLUG PIPE-ALL TYPES & SIZES	4.000	EA	\$950.00	\$3,800.00
722 0100	MANHOLE 48IN	1.000	EA	\$6,010.00	\$6,010.00
722 0110	MANHOLE 60IN	1.000	EA	\$7,900.00	\$7,900.00
722 1100	MANHOLE RISER 48IN	9.260	LF	\$620.00	\$5,741.20
722 1110	MANHOLE RISER 60IN	10.350	LF	\$990.00	\$10,246.50
722 3490	CASTING MOUNTABLE CURB-TYPE B	6.000	EA	\$2,350.00	\$14,100.00
722 3510	INLET-TYPE 2	8.000	EA	\$6,000.00	\$48,000.00
722 3910	INLET SLOTTED DRAIN 15IN	20.000	LF	\$590.00	\$11,800.00

North Dakota **FEDERAL AID**

Bid Opening Date: **3/1/2024**

Project Number: **IM-NHU-1-094(212)161**

PCN: **22648**

Job Number: **22648**

English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
722	6140	ADJUST GATE VALVE BOX	1.000	EA	\$3,600.00	\$3,600.00
748	0140	CURB & GUTTER-TYPE I	1,542.000	LF	\$54.00	\$83,268.00
750	0020	PIGMENTED CONCRETE	218.000	SY	\$256.00	\$55,808.00
750	0110	SIDEWALK BRICK PATTERN	275.000	SY	\$83.00	\$22,825.00
750	0115	SIDEWALK CONCRETE 4IN	798.000	SY	\$70.00	\$55,860.00
750	0210	CONCRETE MEDIAN NOSE PAVING	22.000	SY	\$173.00	\$3,806.00
750	2115	DETECTABLE WARNING PANELS	107.000	SF	\$70.00	\$7,490.00
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	88.000	SF	\$26.00	\$2,288.00
754	0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	127.000	SF	\$31.00	\$3,937.00
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	86.000	LF	\$24.00	\$2,064.00
754	0530	PANEL FOR SIGNS-TYPE XI REFLECTIVE SHEETING	149.000	SF	\$28.00	\$4,172.00
754	1100	CLASS AE CONCRETE-SIGN FOUNDATIONS	18.600	CY	\$1,235.00	\$22,971.00
754	1104	REMOVE SIGN FOUNDATION	2.000	EA	\$800.00	\$1,600.00
754	1500	OVERHEAD SIGN STR 140FT TRUSS	1.000	EA	\$250,000.00	\$250,000.00
762	0110	EPOXY PVMT MK 4IN LINE-GROOVED	564.000	LF	\$4.25	\$2,397.00
762	0122	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	166.000	SF	\$18.70	\$3,104.20
762	0132	EPOXY PVMT MK 8IN LINE-GROOVED	225.000	LF	\$8.50	\$1,912.50
762	0136	EPOXY PVMT MK MESSAGE-GROOVED	64.000	SF	\$79.00	\$5,056.00
762	1255	PREFORMED THERMO PLASTIC PVMT MK 6IN LINE	586.000	LF	\$14.00	\$8,204.00
762	1270	PREFORMED THERMO PLASTIC PVMT MK 24IN LINE	172.000	LF	\$59.00	\$10,148.00
762	1280	PREFORMED THERMO PLASTIC PVMT MK MESSAGE	72.000	SF	\$27.00	\$1,944.00
762	1307	PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	753.000	LF	\$10.00	\$7,530.00
762	1309	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	93.000	LF	\$18.00	\$1,674.00
762	1311	PREFORMED PATTERNED PVMT MK 10IN LINE-GROOVED	1,201.000	LF	\$12.00	\$14,412.00
770	0003	LIGHTING SYSTEM A	0.390	EA	\$120,000.00	\$46,800.00
770	0004	LIGHTING SYSTEM B	0.570	EA	\$112,000.00	\$63,840.00
770	4501	TEMPORARY LIGHTING SYSTEM	0.450	EA	\$70,000.00	\$31,500.00
770	4525	REVISE LIGHTING SYSTEM	0.630	EA	\$53,000.00	\$33,390.00
770	4565	REMOVE TEMPORARY LIGHTING SYSTEM	0.260	EA	\$17,000.00	\$4,420.00
772	3125	REMOVE TRAFFIC SIGNAL SYSTEM	1.080	EA	\$17,000.00	\$18,360.00
772	9200	IT SYSTEM	0.290	EA	\$164,000.00	\$47,560.00
772	9813	TRAFFIC SIGNAL SYSTEM - SITE 3	1.000	EA	\$500,000.00	\$500,000.00
970	2050	COMMON HACKBERRY	3.000	EA	\$920.00	\$2,760.00
Subtotal						\$2,603,306.50

North Dakota **FEDERAL AID**

Bid Opening Date: **3/1/2024**

Project Number: **IM-NHU-1-094(212)161**

PCN: **22648**

Job Number: **22648**

English/Metric: **ENGLISH**

Eng and Contg **\$260,330.65**

Total **\$2,863,637.15**

Length **0.1211 Miles**

		<u>Construction</u>
Estimated Cost		\$2,863,637.15
NHU FEDERAL FUNDS	80.93%	\$2,317,541.55
NHU BISMARCK CITY FUNDS	19.07%	\$546,095.60

Roadway: **URBAN**
 Type: **IT SYSTEM**

Participating: **N**

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
772 9200	IT SYSTEM	0.070	EA	\$164,000.00	\$11,480.00
				Subtotal	\$11,480.00
				Eng and Contg	\$1,148.00
				Total	\$12,628.00

Length **0.0000 Miles**

		<u>Construction</u>
Estimated Cost		\$12,628.00
NHU BISMARCK CITY FUNDS	100.00%	\$12,628.00

Type: **SPECIAL ITEMS**

Item Description				Amount
PRELIMINARY ENGINEERING				\$1,311,483.62
Funding Splits:	IM FEDERAL FUNDS	90.00%	\$1,180,335.26	
	IM STATE FUNDS	10.00%	\$131,148.36	
ESTIMATED COST OF RIGHT OF WAY				\$1,922,234.25
Funding Splits:	IM FEDERAL FUNDS	90.00%	\$1,730,010.82	
	IM STATE FUNDS	10.00%	\$192,223.43	
ESTIMATED COST OF UTILITY ADJUSTMENTS				\$673,730.00
Funding Splits:	IM FEDERAL FUNDS	90.00%	\$606,357.00	
	IM STATE FUNDS	10.00%	\$67,373.00	

North Dakota **FEDERAL AID**

Bid Opening Date: **3/1/2024**

Project Number: **IM-NHU-1-094(212)161**

PCN: **22648**

Job Number: **22648**

English/Metric: **ENGLISH**

Type: **SPECIAL ITEMS**

Item Description	Amount
OTHER - POWER FOR DESTINATION LIGHTING	\$2,000.00
Funding Splits:	
IM FEDERAL FUNDS	90.00%
IM STATE FUNDS	10.00%
	\$1,800.00
	\$200.00

Summary for Project

Length **0.7440 Miles** **BURLEIGH** **0.7440 Miles**

Estimated Total Construction Cost:	\$47,498,076.05
Estimated Total Eng and Contg:	\$4,749,807.61

	Construction	Special Items	Total
Estimated Cost	\$52,247,883.66	\$3,909,447.87	\$56,157,331.53
IM FEDERAL FUNDS	\$42,339,233.33	\$3,518,503.08	\$45,857,736.41
IM STATE FUNDS	\$4,704,359.26	\$390,944.79	\$5,095,304.05
NHU FEDERAL FUNDS	\$4,201,612.93	\$0.00	\$4,201,612.93
NHU STATE FUNDS	\$211,151.95	\$0.00	\$211,151.95
NHU BISMARCK CITY FUNDS	\$791,526.19	\$0.00	\$791,526.19

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 1 OF 6

ABSTRACT OF BIDS RECEIVED

PROJECT NO. IM-NHU-1-094(212)161	NO. 22648	BIDDER ENGINEERS ESTIMATE	BIDDER AMES CONSTRUCTION INC
COUNTY & DATE BURLEIGH (015) MAR 01, 2024 09:30AM			
LENGTH & TYPE 0.744 I94, CENTENNIAL RD/BIS EXPRESSWAY			BURNSVILLE, MN
COMPLETION TIME 08/01/26 GRADING, AGGREGATE BASE, PCC PAVEMENT,		c.c. CHECK RANK 00	c.c. BOND RANK 01

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1000	202500000	202500000	315000000	315000000		
103	ESCROW OF BID DOCUMENTATION	L SUM	1000	5000000	5000000	5000000	5000000		
108	CRITICAL PATH METHOD SCHEDULE	L SUM	1000	10000000	10000000	25000000	25000000		
109	E-TICKETING	L SUM	1000	12500000	12500000	20000000	20000000		
201	REMOVAL OF TREES & BRUSH	L SUM	1000	10000000	10000000	80000000	80000000		
201	REMOVAL OF TREES 10IN	EA	10000	100000	1000000	850000	8500000		
201	REMOVAL OF TREES 18IN	EA	4000	1000000	4000000	1000000	4000000		
202	REMOVAL OF STRUCTURE	L SUM	1000	300000000	300000000	450000000	450000000		
202	REMOVAL OF PAVEMENT	TON	62208000	20000	124416000	18000	111974400		
202	REMOVAL OF END SECTION-ALL TYPES & SIZES	EA	4000	180000	720000	500000	2000000		
202	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	2465000	20000	49300000	30000	73950000		
202	REMOVAL OF INLETS	EA	10000	1000000	10000000	800000	8000000		
202	REMOVAL OF CHAIN LINK FENCE	LF	392000	25000	9800000	3500	1372000		
203	COMMON EXCAVATION-TYPE A	CY	113576000	14000	159006400	11000	124933600		
203	TOPSOIL	CY	26305000	6000	157830000	10000	263050000		
203	COMMON EXCAVATION-WASTE	CY	81913000	15000	122869500	15000	122869500		
203	BORROW-EXCAVATION	CY	173278000	20000	346556000	17000	294572600		
203	EMBANKMENT-TYPE B	EA	1000	5000000	5000000	20000000	20000000		
210	CLASS 1 EXCAVATION	L SUM	1000	80000000	80000000	80000000	80000000		
210	FOUNDATION PREPARATION	EA	1000	50000000	50000000	50000000	50000000		
216	WATER	M GAL	4072000	25000	101800000	40000	162880000		
220	PREPARE STOCKPILE SITE	L SUM	1000	20000000	20000000	50000000	50000000		
220	RESTORE STOCKPILE SITE	L SUM	1000	20000000	20000000	30000000	30000000		
251	SEEDING CLASS II	ACRE	24500	500000	12250000	370000	9065000		
251	SEEDING CLASS III	ACRE	1600	1319000	7914000	680000	4080000		
251	TEMPORARY COVER CROP	ACRE	26200	120000	3144000	325000	8515000		
253	SOIL STABILIZER	ACRE	26200	450000	11790000	725000	18995000		
253	HYDRAULIC MULCH	ACRE	25100	2000000	50200000	2400000	60240000		
255	ECB TYPE 2	SY	634000	2000	1268000	4000	2536000		
258	CONCRETE SLOPE PROTECTION	SY	1718000	150000	257700000	300000	515400000		
260	SILT FENCE UNSUPPORTED	LF	1392000	3000	4176000	3000	4176000		
260	REMOVE SILT FENCE UNSUPPORTED	LF	1392000	1000	1392000	1250	1740000		
261	FIBER ROLLS 12IN	LF	28900000	3000	86700000	3000	86700000		
261	REMOVE FIBER ROLLS 12IN	LF	15889000	1000	15889000	950	15094550		
302	SALVAGED BASE COURSE	TON	60191000	26000	1564996600	28000	168534800		
401	TACK COAT	GAL	2111000	3000	6333000	3000	6333000		
401	PRIME COAT	GAL	16513000	4000	66052000	8000	132104000		
401	BLOTTER MATERIAL CL 44	TON	392000	50000	19600000	73000	28616000		
430	SUPERPAVE FAA 45	TON	5971000	57000	340347000	110000	656810000		
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	3593000	250000	898250000	145000	520985000		
430	CORED SAMPLE	EA	22000	50000	1100000	180000	3960000		
430	PG 58H-34 ASPHALT CEMENT	TON	358000	900000	322200000	690000	247020000		
550	8IN NON-REINF CONCRETE PVMT CL AE-DOWELED	SY	349000	140000	48860000	120000	41880000		
550	9IN NON-REINF CONCRETE PVMT CL AE-DOWELED	SY	26063000	160000	417008000	97000	252811100		
550	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	SY	15706000	165000	259149000	105000	164913000		
550	12IN NON REINF CONCRETE PVMT CL AE-DOWELED	SY	231000	180000	4158000	145000	3349500		
550	3IN EXPANSION JOINT	LF	236800	550000	130240000	480000	113664000		

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION AWARD TO: AMES CONSTRUCTION INC WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.
 Deputy Director For Engineering: 1 DATE OF AWARD DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 2 OF 6

ABSTRACT OF BIDS RECEIVED

PROJECT NO. IM-NHU-1-094(212)161	NO. 22648	BIDDER ENGINEERS ESTIMATE	BIDDER AMES CONSTRUCTION INC	BIDDER
COUNTY & DATE BURLEIGH (015) MAR 01, 2024 09:30AM			BURNSVILLE, MN	
LENGTH & TYPE 0.744 I94, CENTENNIAL RD/BIS EXPRESSWAY		c.c. CHECK RANK 00	c.c. BOND RANK 01	c.c.
COMPLETION TIME 08/01/26 GRADING, AGGREGATE BASE, PCC PAVEMENT,				

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
550	CONCRETE SLEEPER SLAB	SY	184000	425000	78200000	230000	42320000		
602	CLASS AAE-3 CONCRETE	CY	1256300	2400000	301512000	1700000	213571000		
602	SUBSTRUCTURE CONCRETE CLASS AAE-3	CY	334100	2200000	73502000	1500000	50115000		
602	CLASS AE-3 CONCRETE	CY	270100	2100000	56721000	2000000	54020000		
602	CONCRETE BRIDGE APPROACH SLAB	SY	705300	750000	52897500	480000	33854400		
602	PILE SUPPORTED APPROACH SLAB	SY	681000	900000	61290000	650000	44265000		
602	JERSEY BARRIER FORMED OR SLIP FORMED	LF	67000	650000	4355000	900000	6030000		
602	PENETRATING WATER REPELLENT TREATMENT	SY	6219000	6000	3731400	12000	7462800		
612	REINFORCING STEEL-GRADE 60	LBS	83752000	2100	17587920	2000	16750400		
612	REINFORCING STEEL-GRADE 60-EPOXY COATED	LBS	342574000	1600	54811840	2500	85643500		
616	STRUCTURAL STEEL	L SUM	1000	500000000	500000000	659000000	659000000		
622	STEEL PILING HP 12 X 53	LF	2535000	60000	152100000	62000	15717000		
622	STEEL PILING HP 14 X 102	LF	4695000	85000	39907500	105000	49297500		
624	PEDESTRIAN RAILING	LF	349300	185000	6462050	250000	8732500		
624	PEDESTRIAN FENCE	LF	493300	450000	22198500	500000	24665000		
702	MOBILIZATION	L SUM	1000	300000000	300000000	357000000	357000000		
704	FLAGGING	MHR	4500000	55000	24750000	85000	38250000		
704	TRAFFIC CONTROL SIGNS	UNIT	6050000	2500	1512500	6000	3630000		
704	ATTENUATION DEVICE-TYPE B-25	EA	2000	2500000	5000000	5100000	10200000		
704	ATTENUATION DEVICE-TYPE B-35	EA	2000	2000000	4000000	5100000	10200000		
704	ATTENUATION DEVICE-TYPE B-75	EA	7000	4000000	28000000	7200000	50400000		
704	TYPE III BARRICADE	EA	21000	100000	2100000	215000	4515000		
704	SIDEWALK BARRICADE	EA	6000	60000	360000	110000	660000		
704	PEDESTRIAN WALKWAY	LF	1307000	16000	20912000	18000	23526000		
704	DELINEATOR DRUMS	EA	343000	25000	8575000	38000	13034000		
704	TUBULAR MARKERS	EA	178000	7000	1246000	17000	3026000		
704	FLEXIBLE DELINEATORS	EA	275000	45000	1237500	30000	8250000		
704	STACKABLE VERTICAL PANELS	EA	34000	30000	1020000	50000	1700000		
704	SEQUENCING ARROW PANEL-TYPE C	EA	7000	1000000	7000000	1900000	13300000		
704	TEMPORARY TRAFFIC SIGNALS	EA	4000	50000000	200000000	120000000	480000000		
704	OBLITERATION OF PAVEMENT MARKING	SF	3012000	880	2650560	2000	6024000		
704	TEMPORARY CURB RAMP	EA	7000	500000	3500000	320000	2240000		
704	STATE FURNISHED MEDIAN BARRIER	LF	4130000	60000	24780000	70000	28910000		
704	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4000	4000000	16000000	15000000	60000000		
706	AGGREGATE LABORATORY	EA	1000	10000000	10000000	30000000	30000000		
706	BITUMINOUS LABORATORY	EA	1000	5000000	5000000	15000000	15000000		
706	CONTRACTOR'S LABORATORY	EA	1000	5000000	5000000	10000000	10000000		
708	INLET PROTECTION-SPECIAL	EA	10000	500000	5000000	20000	200000		
708	REMOVE INLET PROTECTION-SPECIAL	EA	10000	100000	1000000	25000	250000		
709	GEOSYNTHETIC MATERIAL TYPE G	SY	84153000	2500	210382500	3500	294535500		
714	PIPE CONC REINF 18IN CL III	LF	28000	175000	4900000	250000	7000000		
714	PIPE CONC REINF 24IN CL III	LF	8000	250000	2000000	440000	3520000		
714	PIPE CONC REINF 36IN CL III	LF	152000	300000	45600000	490000	74480000		
714	PIPE CONC REINF 60IN CL III	LF	18000	500000	9000000	1160000	20880000		
714	END SECT-TRAVERSABLE REINF. CONC.18IN	EA	1000	1000000	1000000	1450000	1450000		
714	END SECT-TRAVERSABLE REINF. CONC.36IN	EA	3000	2200000	6600000	3000000	9000000		
714	PIPE CONDUIT 12IN	LF	388000	60000	23280000	140000	54320000		

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

AWARD TO: AMES CONSTRUCTION INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 3 OF 6

ABSTRACT OF BIDS RECEIVED

PROJECT NO. IM-NHU-1-094(212)161	NO. 22648	BIDDER ENGINEERS ESTIMATE	BIDDER AMES CONSTRUCTION INC	BIDDER
COUNTY & DATE BURLEIGH (015) MAR 01, 2024 09:30AM			BURNSVILLE, MN	
LENGTH & TYPE 0.744 I94, CENTENNIAL RD/BIS EXPRESSWAY		c.c. CHECK RANK 00	c.c. BOND RANK 01	c.c.
COMPLETION TIME 08/01/26 GRADING, AGGREGATE BASE, PCC PAVEMENT,				

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
714	PIPE CONDUIT 15IN-STORM DRAIN	LF	838000	250000	209500000	180000	150840000		
714	PIPE CONDUIT 18IN	LF	84000	120000	10080000	255000	21420000		
714	PIPE CONDUIT 18IN-STORM DRAIN	LF	214000	260000	55640000	255000	54570000		
714	PIPE CONDUIT 24IN	LF	124000	150000	18600000	275000	34100000		
714	PIPE CONDUIT 24IN-STORM DRAIN	LF	748000	260000	194480000	275000	205700000		
714	PIPE CONDUIT 30IN	LF	86000	240000	20640000	335000	28810000		
714	PIPE CONDUIT 36IN	LF	120000	200000	24000000	500000	60000000		
714	PIPE CONDUIT 36IN-STORM DRAIN	LF	104000	300000	31200000	700000	72800000		
714	PIPE CONDUIT 36IN-JACKED OR BORED	LF	84000	960000	80640000	900000	75600000		
714	PIPE CONDUIT 30IN-JACKED OR BORED	LF	64000	900000	57600000	1100000	70400000		
714	REMOVE & RELAY END SECTION-ALL TYPE & SIZES	EA	8000	650000	5200000	2200000	17600000		
714	PLUG PIPE-ALL TYPES & SIZES	EA	14000	3040000	42560000	950000	13300000		
720	RIGHT OF WAY MARKERS	EA	8000	120000	960000	165000	1320000		
720	ALIGNMENT MONUMENTS	EA	69000	208510	14387190	100000	6900000		
720	IRON PIN R/W MONUMENTS	EA	8000	115000	920000	55000	440000		
722	MANHOLE 48IN	EA	1000	5350000	5350000	6010000	6010000		
722	MANHOLE 60IN	EA	2000	6000000	12000000	7900000	15800000		
722	MANHOLE 72IN	EA	1000	6950000	6950000	9900000	9900000		
722	MANHOLE 84IN	EA	1000	13117000	13117000	12100000	12100000		
722	MANHOLE RISER 48IN	LF	9260	400000	3704000	620000	5741200		
722	MANHOLE RISER 60IN	LF	15670	500000	7835000	990000	15513300		
722	MANHOLE RISER 72IN	LF	5180	600000	3108000	1350000	6993000		
722	MANHOLE RISER 84IN	LF	4000	934000	3736000	2250000	9000000		
722	CASTING MOUNTABLE CURB-TYPE B	EA	17000	1100000	18700000	2350000	39950000		
722	INLET-TYPE 2	EA	19000	7000000	133000000	6000000	114000000		
722	INLET-TYPE 2 DOUBLE	EA	9000	10000000	90000000	11000000	99000000		
722	INLET SPECIAL-TYPE 2 60IN	EA	1000	11000000	11000000	9500000	9500000		
722	INLET SLOTTED DRAIN 15IN	LF	90000	470000	42300000	590000	53100000		
722	INLET CATCH BASIN 9IN BEEHIVE	EA	2000	5500000	11000000	4300000	8600000		
722	ADJUST GATE VALVE BOX	EA	2000	706000	1412000	3600000	7200000		
724	RELOCATE GATE VALVE & BOX	EA	2000	1595000	3190000	9500000	19000000		
744	INSULATION BOARD	CF	149000	20000	2980000	50000	7450000		
748	CURB & GUTTER-TYPE I	LF	12878000	50000	643900000	54000	69541200		
750	PIGMENTED CONCRETE	SY	3522700	200000	704540000	256000	90181120		
750	SIDEWALK BRICK PATTERN	SY	676000	110000	74360000	83000	56108000		
750	SIDEWALK CONCRETE 4IN	SY	2795000	110000	307450000	70000	195650000		
750	CONCRETE MEDIAN NOSE PAVING	SY	44000	140000	6160000	173000	7612000		
750	DRIVEWAY CONCRETE	SY	46000	125000	5750000	75000	3450000		
750	DRIVEWAY CONCRETE 8IN	SY	73000	130000	9490000	86000	6278000		
750	DETECTABLE WARNING PANELS	SF	351000	60000	21060000	70000	24570000		
752	FENCE CHAIN LINK	LF	357000	50000	17850000	26000	9282000		
752	TEMPORARY SAFETY FENCE	LF	400000	3500	1400000	4000	1600000		
752	CORNER ASSEMBLY CHAIN LINK	EA	3000	568000	1704000	542000	1626000		
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	889000	28000	24892000	26000	23114000		
754	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	546000	26000	14196000	31000	16926000		
754	DELINEATORS-TYPE A-SINGLE SIDED	EA	11000	70000	770000	53000	583000		
754	DELINEATORS-TYPE B	EA	36000	90000	3240000	54000	1944000		

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering: _____ AWARD TO: AMES CONSTRUCTION INC WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

3 DATE OF AWARD _____ DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 4 OF 6

ABSTRACT OF BIDS RECEIVED

PROJECT NO. IM-NHU-1-094(212)161	NO. 22648	BIDDER ENGINEERS ESTIMATE	BIDDER AMES CONSTRUCTION INC	BIDDER
COUNTY & DATE BURLEIGH (015) MAR 01, 2024 09:30AM			BURNSVILLE, MN	
LENGTH & TYPE 0.744 I94, CENTENNIAL RD/BIS EXPRESSWAY		c.c. CHECK RANK 00	c.c. BOND RANK 01	c.c.
COMPLETION TIME 08/01/26 GRADING, AGGREGATE BASE, PCC PAVEMENT,				

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
754	DELINEATORS-TYPE D	EA	32000	70000	2240000	64000	2048000		
754	FLEXIBLE DELINEATORS-TYPE D	EA	30000	125000	3750000	120000	3600000		
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	889000	23000	20447000	24000	21336000		
754	GALV STEEL POST-STANDARD PIPE	LF	446000	95000	42370000	81000	36126000		
754	GALV STEEL POSTS-W-SHAPE POSTS(TWO OR MORE)	LF	797000	110000	87670000	83000	66151000		
754	PANEL FOR SIGNS-TYPE XI REFLECTIVE SHEETING	SF	1154000	34000	39236000	28000	32312000		
754	PANEL FOR SIGNS-TYPE IV REFLECTIVE SHEETING	SF	1658000	32000	53056000	26000	43108000		
754	INTERSTATE MILE POSTS-TYPE C	EA	1000	220000	220000	190000	190000		
754	RESET SIGN PANEL	EA	3000	80000	240000	145000	435000		
754	OBJECT MARKERS - TYPE I	EA	6000	220000	1320000	30000	180000		
754	OBJECT MARKERS - CULVERTS	EA	33000	51120	1686960	58000	1914000		
754	CLASS AE CONCRETE-SIGN FOUNDATIONS	CY	94400	2500000	236000000	1235000	116584000		
754	REMOVE SIGN FOUNDATION	EA	47000	520000	24440000	800000	37600000		
754	OVERHEAD SIGN STR BRIDGE MOUNTED	EA	1000	75000000	75000000	80000000	80000000		
754	OVERHEAD SIGN STR 31FT CANTILEVER	EA	1000	135000000	135000000	120000000	120000000		
754	OVERHEAD SIGN STR 43FT CANTILEVER	EA	1000	145000000	145000000	150000000	150000000		
754	OVERHEAD SIGN STR 45FT CANTILEVER	EA	1000	150000000	150000000	180000000	180000000		
754	OVERHEAD SIGN STR 130FT TRUSS	EA	1000	225000000	225000000	200000000	200000000		
754	OVERHEAD SIGN STR 140FT TRUSS	EA	1000	235000000	235000000	250000000	250000000		
754	DYNAMIC MESSAGE SIGN	EA	1000	225000000	225000000	450000000	450000000		
762	EPOXY PVMT MK 4IN LINE-GROOVED	LF	564000	1250	705000	4250	2397000		
762	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	SF	1227000	45000	55215000	18700	229449000		
762	EPOXY PVMT MK 8IN LINE-GROOVED	LF	225000	3000	675000	8500	1912500		
762	EPOXY PVMT MK MESSAGE-GROOVED	SF	64000	25000	1600000	79000	5056000		
762	SHORT TERM 4IN LINE-TYPE R	LF	3378000	1300	4391400	2000	6756000		
762	SHORT TERM 6IN LINE-TYPE R	LF	53423000	2300	122872900	2600	138899800		
762	SHORT TERM 24IN LINE-TYPE R	LF	816000	15250	12444000	21000	17136000		
762	SHORT TERM 10IN LINE-TYPE R	LF	5871000	5000	29355000	4600	27006000		
762	SHORT TERM 4IN LINE-TYPE NR	LF	2532000	100	253200	400	1012800		
762	SHORT TERM 6IN LINE-TYPE NR	LF	37363000	1500	56044500	600	22417800		
762	SHORT TERM 8IN LINE-TYPE NR	LF	1238000	300	371400	800	990400		
762	SHORT TERM 24IN LINE-TYPE NR	LF	784000	6500	5096000	13000	10192000		
762	SHORT TERM 10IN LINE-TYPE NR	LF	9364000	1500	14046000	1000	9364000		
762	SHORT TERM MESSAGE-TYPE R	SF	1113000	26500	29494500	37500	41737500		
762	SHORT TERM MESSAGE-TYPE NR	SF	1268000	4800	6086400	8000	10144000		
762	PREFORMED THERMO PLASTIC PVMT MK 6IN LINE	LF	1049000	10000	10490000	14000	14686000		
762	PREFORMED THERMO PLASTIC PVMT MK 24IN LINE	LF	722000	45000	32490000	59000	42598000		
762	PREFORMED THERMO PLASTIC PVMT MK MESSAGE	SF	360000	30000	10800000	27000	9720000		
762	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	LF	1968000	8000	15744000	9000	17712000		
762	PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	LF	34077000	16000	545232000	10000	340770000		
762	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	LF	1190000	17000	20230000	18000	21420000		
762	PREFORMED PATTERNED PVMT MK 10IN LINE-GROOVED	LF	9089000	18000	163602000	12000	109068000		
764	HIGH TENSION CABLE GUARDRAIL	LF	2114000	60000	126840000	82000	173348000		
764	HIGH TENSION CABLE ANCHOR ASSEMBLY	EA	4000	8500000	34000000	8500000	34000000		
764	REMOVE HIGH TENSION GUARDRAIL	LF	1498000	10000	14980000	11000	16478000		
764	RESET HIGH TENSION GUARDRAIL	LF	84000	30000	2520000	55000	4620000		
764	W-BEAM GUARDRAIL	LF	104000	50000	5200000	52000	5408000		

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

AWARD TO: AMES CONSTRUCTION INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

4

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 5 OF 6

ABSTRACT OF BIDS RECEIVED

PROJECT NO. IM-NHU-1-094(212)161		NO. 22648		BIDDER ENGINEERS ESTIMATE		BIDDER AMES CONSTRUCTION IN C		BIDDER	
COUNTY & DATE BURLEIGH (015) MAR 01, 2024 09:30AM						BURNSVILLE, MN			
LENGTH & TYPE 0.744 I94, CENTENNIAL RD/BIS EXPRESSWAY				c.c. CHECK RANK 00		c.c. BOND RANK 01		c.c.	
COMPLETION TIME 08/01/26 GRADING, AGGREGATE BASE, PCC PAVEMENT,									
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
764	W-BEAM GUARDRAIL END TERMINAL	EA	2000	3500000	7000000	2900000	5800000		
764	REMOVE W-BEAM GUARDRAIL & POSTS	LF	735000	5000	3675000	5500	4042500		
764	RESET W-BEAM GUARDRAIL	LF	252000	20000	5040000	18000	4536000		
764	RESET W-BEAM GUARDRAIL END TERMINAL	EA	3000	750000	2250000	650000	1950000		
764	REMOVE CONCRETE ANCHOR	EA	2000	1000000	2000000	1600000	3200000		
764	REMOVE END TREATMENT & TRANSITION	EA	7000	300000	2100000	350000	2450000		
764	ATTENUATING CRASH CUSHION TL-3	EA	1000	4000000	4000000	3000000	3000000		
770	LIGHTING SYSTEM A	EA	1000	9000000	9000000	12000000	12000000		
770	LIGHTING SYSTEM B	EA	1000	6200000	6200000	11200000	11200000		
770	LIGHTING SYSTEM C	EA	1000	15000000	15000000	60000000	60000000		
770	CONCRETE FOUNDATION-HIGH MAST LIGHTING	EA	12000	4000000	48000000	35000000	42000000		
770	CABLE TRENCH-TYPE II	LF	9655000	20000	193100000	3500	33792500		
770	3IN DIAMETER RIGID CONDUIT	LF	1235000	8000	9880000	20000	24700000		
770	MULTIPLE UNDERGROUND CABLE 3N04-1N06 STYLE USE	LF	10234000	8000	81872000	16000	163744000		
770	FEED POINT-TYPE II-PAD MOUNTED	EA	2000	4000000	8000000	26400000	52800000		
770	HIGH MAST LIGHTING ASSEMBLY TYPE HM-140-4	EA	2000	9500000	19000000	98000000	196000000		
770	HIGH MAST LIGHTING ASSEMBLY TYPE HM-140-6	EA	6000	9500000	57000000	98500000	591000000		
770	HIGH MAST LIGHTING ASSEMBLY TYPE HM-140-8	EA	2000	10000000	20000000	99000000	198000000		
770	PORTABLE POWER UNIT	EA	2000	1000000	2000000	3550000	7100000		
770	LED LUMINAIRE - HIGH MAST	EA	60000	2000000	120000000	1900000	114000000		
770	TEMPORARY LIGHTING SYSTEM	EA	1000	5500000	5500000	70000000	70000000		
770	UNDERPASS LIGHTING SYSTEM	EA	1000	1500000	1500000	32400000	32400000		
770	REVISE LIGHTING SYSTEM	EA	1000	2500000	2500000	53000000	53000000		
770	RELOCATE HIGH MAST LIGHT POLE	EA	2000	2000000	4000000	19000000	38000000		
770	REMOVE HIGH MAST TOWER ASSEMBLY	EA	8000	2000000	16000000	9250000	74000000		
770	REMOVE TEMPORARY LIGHTING SYSTEM	EA	1000	1600000	1600000	17000000	17000000		
770	REMOVE CONCRETE FOUNDATION-HIGH MAST	EA	10000	2000000	20000000	12500000	125000000		
770	REMOVE FEED POINT	EA	2000	500000	1000000	1600000	3200000		
772	CONCRETE FOUNDATION TWIN MA-TRAFFIC SIGNALS	EA	1000	3500000	3500000	18750000	18750000		
772	SIGNAL STANDARD FOUNDATION	EA	4000	7500000	30000000	60000000	240000000		
772	FLASHING BEACON-POST MOUNTED	EA	1000	5400000	5400000	59500000	59500000		
772	REMOVE TRAFFIC SIGNAL SYSTEM	EA	4000	3900000	15600000	17000000	68000000		
772	IT SYSTEM	EA	2000	20000000	40000000	164000000	328000000		
772	SURVEILLANCE CAMERA SYSTEM	EA	1000	7500000	7500000	85000000	85000000		
772	REVISE SURVEILLANCE CAMERA SYSTEM	EA	2000	4700000	9400000	70000000	140000000		
772	TRAFFIC SIGNAL SYSTEM - SITE 1	EA	1000	37500000	37500000	500000000	500000000		
772	TRAFFIC SIGNAL SYSTEM - SITE 2	EA	1000	91500000	91500000	1200000000	1200000000		
772	TRAFFIC SIGNAL SYSTEM - SITE 3	EA	1000	35000000	35000000	500000000	500000000		
900	SETTLEMENT PLATE	EA	4000	3500000	14000000	5000000	20000000		
900	FLEXIBLE GROWTH MEDIUM	SY	14241000	1600	22785600	2000	28482000		
910	CONTROLLED DENSITY BACKFILL	CY	65000	300000	19500000	400000	26000000		
920	VIBRATING WIRE PIEZOMETER	EA	6000	5000000	30000000	10000000	60000000		
920	VIBRATING WIRE BOREHOLE EXTENSOMETER	EA	2000	2500000	5000000	25000000	50000000		
930	BRIDGE BENCH MARKS	SET	1000	5000000	5000000	5000000	5000000		
930	INSTRUMENTATION-DATA LOGGING EQUIPMENT	L SUM	1000	60000000	60000000	350000000	350000000		
930	ROADWAY CANOPY	L SUM	1000	40000000	40000000	125000000	125000000		
930	ABUTMENT UNDERDRAIN SYSTEM	EA	2000	3000000	6000000	35000000	70000000		

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

AWARD TO: AMES CONSTRUCTION INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

5

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 6 OF 6

ABSTRACT OF BIDS RECEIVED

PROJECT NO. IM-NHU-1-094(212)161 COUNTY & DATE BURLEIGH (015) MAR 01, 2024 09:30AM LENGTH & TYPE 0.744 COMPLETION TIME I94, CENTENNIAL RD/BIS EXPRESSWAY 08/01/26 GRADING, AGGREGATE BASE, PCC PAVEMENT,	NO. 22648	BIDDER ENGINEERS ESTIMATE	BIDDER AMES CONSTRUCTION INC BURNSVILLE, MN	BIDDER
		C.C. CHECK RANK 00	C.C. BOND RANK 01	C.C.

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
930	MECHANICALLY STABILIZED EARTH WALL	SF	1196000	125000	149500000	201000	240396000		
970	COMMON HACKBERRY	EA	3000	1000000	3000000	920000	2760000		
970	SPRING SNOW CRABAPPLE	EA	1000	1000000	1000000	920000	920000		
980	RELOCATE ROAD CLOSURE GATE	EA	1000	1000000	1000000	5300000	5300000		
980	VERTICAL ROAD CLOSURE GATE-28FT	EA	2000	55000000	110000000	125000000	250000000		
980	REMOVE ROAD CLOSURE GATE	EA	2000	2000000	4000000	1250000	2500000		
TOTAL					4714802861		4749807605		
						NO LIMIT			

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering:	AWARD TO: <u>AMES CONSTRUCTION INC</u>	WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.
6	DATE OF AWARD _____	DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering



Engineering Department

DATE: March 12, 2024

FROM: Gabe Schell, City Engineer

ITEM: NDDOT Cost Participation, Construction and Maintenance Agreement for Urban Grant Project UGP-1-981(141), City Project HC 166

REQUEST:

Consider approval of the North Dakota Department of Transportation (NDDOT) Cost Participation, Construction, and Maintenance Agreement for Urban Grant Project UGP-1-981(141), City Project HC 166.

BACKGROUND INFORMATION:

The NDDOT requires approval of the attached agreement as a condition for the award of federal funding. The Bismarck City Commission accepted the NDDOT Urban Grant Funding for the 2026 Downtown Street Improvement Project at the 7/25/23 meeting ([link for more information](#)). Because the Urban Grant Funds are a fixed amount, the NDDOT produced this agreement shortly after the acceptance of the project. This agreement details the respective responsibilities of the NDDOT and the City of Bismarck during the construction and maintenance phases of the intersection improvement project, primarily on Front Ave and 5th Street. The project is for FY2026, with construction anticipated in 2026.

This agreement obligates 80% federal cost share up to a maximum of \$1,610,000. The City is responsible for funds in excess of the federal cost share. The local matching funds will be identified in future Capital Improvement Program (CIP) closer to the year of construction.

RECOMMENDED CITY COMMISSION ACTION:

Approval of NDDOT Cost Participation, Construction, and Maintenance Agreement for Urban Grant Project UGP-1-981(141), City Project HC 166.

STAFF CONTACT INFORMATION:

Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:

1. CPM Agreement HC166

MEMO TO: Chad Orn
Deputy Director for Planning

FROM: Marohl, Sengaroun H., 328-4449
Local Government Division

DATE: 02/27/2024

SUBJECT: Cost Participation, Construction and Maintenance Agreement for Project
UGP-1-981(141) PCN 24127

This contract is a Cost Participation, Construction and Maintenance (CPM) agreement with City of Bismarck on 2026 UGP Front Ave (Mandan St-9th St), 3rd St (Front Ave-Main) and 5th St (Bowen-Main) project.

Contract # 38240189

- The type of work is Mill & Overlay, Curb & Gutter repairs, Sidewalk, ADA Ramps, Marking, LED Lighting, Trees, Traffic Signal improvements, Bike racks, Landscaping, Signing, Curb extensions, Bus Shelter pads
- The UGP Federal Funds for this project is limited to \$1,610,000.
- Any costs over the above limited amount will be City responsibility.
-
- No one time changes on the standard agreement template.

38/sm

Contract routing:
Seng Marohl - Contract Owner
Stacey Hanson
Paul Benning
Shannon Sauer
Gabe Schell - Bismarck City Engineer
Bismarck Officials
Seng Marohl
Legal
Chad Orn
Stacey Hanson

**North Dakota Department of Transportation
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT
LPA FEDERAL AID PROJECT**

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205

Assistance Listing Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Marohl, Sengaroun

Telephone: (701) 328-4449

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.

For NDDOT use only.

FHWA Authorization date:

**Project No. UGP-1-981(141) PCN: 24127 LPA: CITY OF BISMARCK
Location: BISMARCK FRONT AVE (MANDAN ST-9TH ST),3RD ST (FRONT AVE-MAIN) & 5TH ST (BOWEN-MAIN)
Type of Improvement: MILL & OVERLAY, CURB & GUTTER REPAIRS, SIDEWALK, ADA RAMPS, MARKING, LED LIGHTING, TREES, TRAFFIC SIGNAL IMPROVEMENTS, BIKE RACKS, LANDSCAPING, SIGNING, CURB EXTENSIONS, BUS SHELTER PADS Length: 0.97 MILE**

This 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 the Local Public Agency (LPA) of City of Bismarck, North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of \$1,610,000. The balance of the project is the obligation of the LPA.

Additional Funding Clause
None



The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.

Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

PART I

LPA Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

Include the following paragraph verbatim in any subcontracts they sign relative to this project:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.
4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.
5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.
6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.
7. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,



8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.

PART II

Contracting and Construction:

1. On behalf of the LPA, NDDOT will:
 - a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.
 - b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.
 - c. Tabulate the bids and send to the LPA.
 - d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.
2. The LPA will:
 - a. Review bids to determine the lowest responsible bidder.
 - b. Execute the contract.
 - c. Distribute copies of the executed contract and contract bond to NDDOT.
3. During the construction of the project, the LPA will:
 - a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction*.
 - b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System*.
 - c. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.
 - d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

PART III

Post Construction:



After the project is completed the LPA agrees to:

1. Control the length and location of curb openings for future entrances and to not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
3. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
4. Prohibit the installation of traffic signals and pedestrian beacons on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, without NDDOT approval.
5. Maintain all traffic control devices on the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
6. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
7. Provide maintenance to the completed project at its own cost and expense.
8. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

If the LPA fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the LPA, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.



4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.
5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Local Government Engineer
ND Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505-0700

7. The LPA is advised that its signature on this contract or agreement certifies that 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.
8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement 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 agreement. The LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.



Executed by the LPA of _____, North Dakota, the date last below signed.

APPROVED:

LPA/STATES ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

LPA of _____

*

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

Paul Benning

SH

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

Paul Benning
SIGNATURE

02/27/24

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SS

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 10-22



CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of _____ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

APPROVED:

AUDITOR (TYPE OR PRINT)

LPA of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 1-23



**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.



**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.P.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);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, 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.*).



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 **\$406,250 per person and \$1,625,000 per occurrence**. The minimum limits of liability required of the State are **\$406,250 per person and \$1,625,000 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 11-23





Engineering Department

DATE: March 12, 2024

FROM: Gabe Schell, City Engineer

ITEM: Sewer Improvement District SE 582/WPSP392.

REQUEST:

Consider the request for resolution receiving bids and ordering preparation of the Engineer's Statement and resolution rejecting all bids for Sewer Improvement District SE 582/WPSP392.

BACKGROUND INFORMATION:

Sewer Improvement District SE 582 consists of one unit of new storm sewer and related work in Paradise Valley and Paradise Valley 2nd Additions. SE 582 would be constructed under the same contract as the water and sanitary sewer installation for Paradise Valley additions, Water and Sewer Improvement Project WPSP 392. In accordance with the development agreement, the developer, MBR Properties, LLC, would fund WPSP 392.

The approved Engineering Report for SE 582 along with the district boundary map has been posted to the city website at www.bismarcknd.gov/streets.

The engineer's estimate for SE 582 and WPSP 392 is \$8,516,000. Bids were received on February 22, 2024. Three bids were received; two for electrical work and one for general work. The lowest combination of bids was the bids received from KPH Inc and Fetzer Electric for a total of \$11,178,420.50 or 31% above the engineer's estimate. The bid summary is attached.

It is the Developer's desire to reject all bids. City staff and MBR representatives have discussed options to move this project forward and are exploring changes to timeline, project size and project scope. Once a plan has been finalized, staff will bring this before the Commission, starting with a revised Engineer's Report for SE 582 and a modification to the development agreement.

RECOMMENDED CITY COMMISSION ACTION:

Approval of Resolution Receiving Bids and Ordering Preparation of the Engineer's Statement.

Approval of Resolution Rejecting all bids for Sewer Improvement District SE 582/Water and Sewer Improvement Project 392.

STAFF CONTACT INFORMATION:

Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:

1. SE 582 and WPSP 392 Bid Summary



**BID SUMMARY
FOR
SEWER IMPROVEMENT DISTRICT NO. 582 & WATER & SEWER IMPROVEMENT PROJECT NO. 392
PARADISE VALLEY ADDITION & PARADISE VALLEY SECOND ADDITION**

BID DATE: February 26, 2024; 4:00 PM

ENGINEER'S ESTIMATE:	Unit 1 Sanitary Sewer System (No Electrical)	\$4,191,173.00
	Unit 2 Storm Sewer System (No Electrical)	\$4,009,835.00
	Unit 3 Sanitary Lift Station Electrical	\$ 110,000.00
	Unit 4 Storm Lift Electrical	\$ 115,000.00
	Full Scope (Total Units 1-4)	\$8,516,008.00

BIDDER	BOND	LICENSE	ADDENDA 1-3	AMOUNT
Edling Electric	<u>X</u>	<u>X</u>	<u>X</u>	Unit 1 \$ -
				Unit 2 \$ -
				Unit 3 \$ 129,450.00
				Unit 4 \$ 133,850.00
Fetzer Electric	<u>X</u>	<u>X</u>	<u>X</u>	Unit 1 \$ -
				Unit 2 \$ -
				Unit 3 \$ 121,000.00
				Unit 4 \$ 125,000.00
KPH Inc	<u>X</u>	<u>X</u>	<u>X</u>	Unit 1 \$ 5,425,200.00
				Unit 2 \$ 5,507,220.50
				Unit 3 \$ 275,000.00
				Unit 4 \$ 275,000.00

Other Contractors listed as Prime Bidders for this project on QuestCDN

- Swanberg Construction
- Cofell's Plumbing & Exc
- Dakota Underground Co
- Crow River Construction
- Markwed Excavating Inc
- RTS Shearing LLC



Engineering Department

DATE: March 12, 2024

FROM: Gabe Schell, City Engineer

ITEM: Street Light and Traffic Signal Project SV 75

REQUEST:

Consider request to receive bids and award contract for Street Light and Traffic Signal Project SV 75.

BACKGROUND INFORMATION:

Street Light and Traffic Signal Project SV 75 is a project to replace the signal standards, signal heads and related equipment for the northbound and southbound traffic at Century and 4th Street and Century and Washington Street. The signal standards and signal heads for the eastbound and westbound traffic were completed in 2021 for both intersections. SV 75 will complete the upgrade of the traffic signals system at both these intersections.

The engineer's estimate for the construction of this project was \$354,000; the 2024 CIP programmed cost for this project was \$463,500. Bids were received on March 4, 2024. Three bids were received with Fetzer Electric, LLC submitting the low bid of \$391,500.00. The bid summary and project budget are attached. In the event the contingencies exceed the programmed CIP costs, Public Works Service Operations would cover the deficit with operating budget.

Project Schedule

Receipt and Opening of Bids

March 4, 2024

Award of Bid

March 12, 2024

Project Completion

November 15, 2024

RECOMMENDED CITY COMMISSION ACTION:

Receive bids and award contract to Fetzer Electric, LLC.

STAFF CONTACT INFORMATION:

Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:

1. SV 75 Bid Summary
2. SV 75 Project Budget



BID SUMMARY
FOR
STREET LIGHT AND TRAFFIC SIGNAL PROJECT NO. 75
2024 TRAFFIC SIGNAL UPGRADE - CENTURY AV @ 4TH & WASHINGTON

BID DATE: March 4, 2024; 4:00 p.m.

ENGINEER'S ESTIMATE: \$354,000.00
CIP BUDGET:** \$ 463,500.00

	AMOUNT
BIDDER	
Edling Electric	\$ 448,000.00
Strata Corporation	\$ 587,000.00
Fetzer Electric, LLC	\$ 391,500.00

** CIP Budget includes proposed construction costs only

PROJECT BUDGET

Number	SV 75	Description	Traffic Upgrade - Century Ave at 4th St and Washington St
---------------	-------	--------------------	---

Scheduled Start	3/18/2024
------------------------	-----------

Scheduled End	11/15/2024
----------------------	------------

Project Contracts

<u>Project Construction Contracts</u>	<u>Amount</u>
Fetzer Electric LLC -----	391,500.00
Subtotal	391,500.00
Contingencies 10%	39,150.00
Total Construction Contracts 11/15/2024	430,650.00

<u>Other Contracts, Land Purchases, Etc.</u>	<u>Contract No.</u>	<u>Amount</u>
Subtotal		-
*Contingencies 10%		-
Total Other Contracts		-

<u>Work by Other City Departments</u>	<u>Amount</u>
Subtotal	-
*Contingencies 10%	-
Total Work by Other City Departments	-

SUMMARY

Construction Cost - No Contingencies **391,500.00**

TOTAL CONSTRUCTION COST WITH CONTINGENCIES **430,650.00**

Engineering	10%	-----	43,065.00
Administration		-----	-
Advertising and Legal		-----	-
Interest During Construction		-----	-

SV 75 TOTAL PROJECT COST **473,715.00**

<u>Project Funding</u>	<u>Amount</u>
Street Light and Traffic Signal Utility Fund -----	473,715.00
Total Funding	473,715.00

Date 3/4/2024



Engineering Department

DATE: March 12, 2024

FROM: Gabe Schell, City Engineer

ITEM: Water Utility Project WU 145

REQUEST:

Consider request to receive bids and award contract for Water Utility WU 145.

BACKGROUND INFORMATION:

Water Utility Project WU 145 is our annual maintenance project to repair or replace hydrants and valves throughout the City within two units.

The engineer's estimate for this project was \$137,050; the 2024 CIP programmed cost for this project was \$99,000.

Three bids were received on March 4, 2024. D.L. Barkie Construction, Inc. was the low bidder with a bid of \$119,800. The bid summary and project budget are attached. Public Works Utility Operations request award of the project the deficit to be covered by their operating budget.

Project Schedule

Receipt and Opening of Bids

March 4, 2024

Award of Bid

March 12, 2024

Project Completion

November 15, 2024

RECOMMENDED CITY COMMISSION ACTION:

Receive bids and award contract to D.L. Barkie Construction, Inc.

STAFF CONTACT INFORMATION:

Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:

1. WU 145 Bid Summary
2. WU 145 Project Budget



**BID SUMMARY
FOR
WATER UTILITY NO. 145
2024 HYDRANT AND VALVE REPLACEMENT**

BID DATE: March 4, 2024; 4:00 p.m.

ENGINEER'S ESTIMATE:	\$	137,050.00
CIP BUDGET**:	\$	99,000.00

AMOUNT

BIDDER

Tand Construction, LLC	\$236,128.31
Basaraba's Excavating	\$203,000.00
D.L. Barkie Const. Inc.	\$119,800.00

Other Contractors listed as Prime Bidders for this project on Quest CDN
U.S. SiteWork, Inc.
Kioti Contracting

** CIP Budget includes proposed construction costs only

PROJECT BUDGET

Number	WU 145	Description	Water Utiliy Project - 2024 Hydrant & Valve Maint.
---------------	--------	--------------------	--

Scheduled Start	3/18/2024
------------------------	-----------

Scheduled End	10/4/2024
----------------------	-----------

Project Contracts

<u>Project Construction Contracts</u>	<u>Amount</u>
D.L.Barkie Construction, Inc. -----	119,800.00
Subtotal	119,800.00
Contingencies 10%	11,980.00
Total Construction Contracts	131,780.00

<u>Other Contracts, Land Purchases, Etc.</u>	<u>Contract No.</u>	<u>Amount</u>
Subtotal		-
*Contingencies 10%		-
Total Other Contracts		-

<u>Work by Other City Departments</u>	<u>Amount</u>
Subtotal	-
*Contingencies 10%	-
Total Work by Other City Departments	-

SUMMARY

Construction Cost - No Contingencies	119,800.00
TOTAL CONSTRUCTION COST WITH CONTINGENCIES	131,780.00
Engineering 10% -----	13,178.00
Administration -----	-
Advertising and Legal -----	-
Interest During Construction -----	-
WU 145 TOTAL PROJECT COST -----	144,958.00

<u>Project Funding</u>	<u>Amount</u>
Water Utility Fund -----	144,958.00
Total Funding	144,958.00

Date 3/4/2024



Finance Department

DATE: March 12, 2024

FROM: Dmitriy Chernyak, Finance Director

ITEM: Applications for Abatement

REQUEST:

Please schedule the attached applications for abatement on the agenda for City Commission consideration.

Applications for Abatement for 2022 & 2023

Property Owner - Trent & Rachel Coleman

Property Address - 1938 Billings Dr

Property ID - 0608-006-055

Application for Abatement for 2023

Property Owner - Dawson Brost & Megan Krebs

Property Address - 3903 Dominion St

Property ID - 1245-006-155

Application for Abatement for 2023

Property Owner - Jessica Lawler

Property Address - 1204 W Ave A

Property ID - 0185-001-001

Application for Abatement for 2023

Property Owner - Dana Clairmont

Property Address - 514 N 27th St

Property ID - 0410-021-015

Applications for Abatement for 2022 & 2023

Property Owner - Laura & Marc Knutson

Property Address - 4308 Opal Dr

Property ID - 1512-003-020

BACKGROUND INFORMATION:

The property owners have met the requirements set forth in NDCC 57-02-08 to apply for the disabled veteran credit; market value reduction due to an error in the property description.

RECOMMENDED CITY COMMISSION ACTION:

The Assessing Division recommends approval of the applications for abatement as presented.

STAFF CONTACT INFORMATION:

Allison Jensen, City Assessor, 701-355-1621, ajensen@bismarcknd.gov

ATTACHMENTS:

1. Abatements

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 #1
County of BURLEIGH Property I.D. No. 0608-006-055
Name TRENT & RACHEL COLEMAN Telephone No.
Address 1938 BILLINGS DR, BISMARCK, ND 58504-7253

Legal description of the property involved in this application:

WACHTER'S 6TH
BLOCK 6
LOT 12

Total true and full value of the property described above for the year 2022 is:

Land \$ 70,000
Improvements \$ 216,300
Total \$ 286,300
(1)

Total true and full value of the property described above for the year 2022 should be:

Land \$ 70,000
Improvements \$ 216,300
Total \$ 196,300
(2)

The difference of \$ 90,000. 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) (50% disability)

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? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
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 the application be approved as presented.

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

Trent J. Coleman
Signature of Applicant

3.1.2024
Date

Rachel A. Coleman

3.1.2024

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, 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 _____

Dated this _____ day of _____, _____
 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**

Trent & Rachel
 Coleman

Name of Applicant

24-415

County Auditor's File No.

3/1/2024

Date Application Was Filed With The County Auditor

Date County Auditor Mailed Application to Township Clerk or City Auditor

(must be within five business days of filing date)

Mark Splonkowski
 by [Signature]

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, 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 _____

Dated this _____ day of _____, _____
 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**

Trent & Rachel Coleman

Name of Applicant

24-3991

County Auditor's File No.

2/26/24

Date Application Was Filed With The County Auditor

Date County Auditor Mailed Application to Township Clerk or City Auditor

(must be within five business days of filing date)

Mark Splonskowski

MS



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 #1
 County of BURLEIGH Property I.D. No. 1245-006-155
 Name BROST, DAWSON & KREBS, MEGAN Telephone No. _____
 Address 3903 DOMINION ST, BISMARCK, ND 58503-5522

Legal description of the property involved in this application:

GATEWAY ADDITION
BLOCK: 6
LOT 24

Total true and full value of the property described above for the year 2023 is:

Land \$ 70,000
 Improvements \$ 294,700
 Total \$ 364,700
 (1)

Total true and full value of the property described above for the year 2023 should be:

Land \$ 70,000
 Improvements \$ 294,700
 Total Adj. \$ 274,700
 (2)

The difference of \$ 90,000 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) 100% Dis/ Exempt 6 months

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? _____ Estimated value: \$ _____
 yes/no

2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
 yes/no
 Asking price: \$ _____ Terms of sale: _____

3. The property was independently appraised: _____ Purpose of appraisal: _____
 yes/no
 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 the application be approved as presented.

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 02-22-2024

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, _____, 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 _____

Dated this _____ day of _____, _____

 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**

Dawson Probst & Megan Krebs

Name of Applicant

24-400

County Auditor's File No.

2/26/21

Date Application Was Filed With The County Auditor

Date County Auditor Mailed Application to Township Clerk or City Auditor

(must be within five business days of filing date)

Mark Sparskowski
mp

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. 0185-001-001
Name LAWLER, JESSICA _____ Telephone No. _____
Address 1204 W AVENUE A, BISMARCK, ND 58504-5215

Legal description of the property involved in this application:

RIVER HEIGHTS Block: 1 LOTS 1-2

Total true and full value of the property described above for the year 2023 is:

Land \$ 46,000
Improvements \$ 158,100
Total \$ 204,100
(1)

Total true and full value of the property described above for the year 2023 should be:

Land \$ 46,000
Improvements \$ 158,100
Total Adj \$ 24,100
(2)

The difference of \$ 180,000 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) (100%)

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? _____ Estimated value: \$ _____
yes/no

2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____

3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
_____ 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 the application be approved as presented.

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 [Signature] Date 29 Feb 24

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, _____, 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 _____

Dated this _____ day of _____, _____, _____
 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 Lowder, Jessica

County Auditor's File No. 24-414

Date Application Was Filed With The County Auditor 2/29/2024

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

Mark Splonkowski
 by (bmi)

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
County of BURLEIGH
Name CLAIRMONT, DANA
Address 514 N 27th ST, BISMARCK 58501
Assessment District # 1
Property I.D. No. 410-021-015
Telephone No. _____

Legal description of the property involved in this application:
MORNINGSIDE HEIGHTS ADDITION
Block 21
Lot 4

Total true and full value of the property described above for the year 2023 is:

Land \$ 48,000
Improvements \$ 155,400
Total \$ 203,400
(1)

Total true and full value of the property described above for the year 2023 should be:

Land \$ 48,000
Improvements \$ 153,400
Total Adj. \$ 113,400
(2)

The difference of \$ 90,000 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) (50% Dis.)

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? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
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 the Application be Approved as presented.

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 2-28-21

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, _____, 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 _____

Dated this _____ day of _____, _____

 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: Dana Clairmont

County Auditor's File No. 24-416

Date Application Was Filed With The County Auditor 3/1/2024

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

Mark Splonskowski

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, _____, 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 _____

Dated this _____ day of _____, _____.

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 Laura & Marc Knutson

County Auditor's File No. 24-417

Date Application Was Filed With The County Auditor 3/1/2024

Date County Auditor Mailed Application to Township Clerk or City Auditor 3/1/2024
(must be within five business days of filing date)

Mark Splonkowski
by [Signature]

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, _____, 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 _____

Dated this _____ day of _____, _____

 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**

Laura E. Mave
Knutsen

Name of Applicant

PH-418

County Auditor's File No.

3/1/2027

Date Application Was Filed With The County Auditor

Date County Auditor Mailed Application to Township Clerk or City Auditor

(must be within five business days of filing date)

Mark Splonkowski
by: [Signature]



Finance Department

DATE: March 12, 2024

FROM: Dmitry Chernyak, Finance Director

ITEM: Authorize P-Card Program and Security Administrators for JP Morgan P-Card Program

REQUEST:

To authorize certain Finance Department staff to be security administrators and program administrators of the P-Card program.

BACKGROUND INFORMATION:

In 2023, the City entered into an agreement with JP Morgan Chase to manage the City's purchase card program. As the City transitions to the new P-Card program, JP Morgan Chase is requesting certain authority over issuing P-Cards for employees and other administrative functions. Authorize Dmitry Chernyak, Finance Director, and Eric Lund, Acting Comptroller, as the Security and Program Administrators for the JP Morgan Chase Program. This would allow the Finance Department to better streamline the day-to-day P-Card program administration.

RECOMMENDED CITY COMMISSION ACTION:

Authorize finance department staff listed in the background information to be the JP Morgan Chase P-Card Program and Security Administrators.

STAFF CONTACT INFORMATION:

Dmitriy Chernyak, Finance Director, 701-355-1601, dchernyak@bismarcknd.gov

ATTACHMENTS:

None



Fire Department

DATE: March 12, 2024

FROM: Joel Boespflug, Fire Chief

ITEM: M & T Fire & Safety Equipment

REQUEST:

Permission to use Sourcewell contract to purchase safety equipment and personal protective equipment through M & T Fire & Safety Equipment.

BACKGROUND INFORMATION:

To purchase multiple types of safety equipment and PPE. The contract provides the City Government with cost and time savings.

RECOMMENDED CITY COMMISSION ACTION:

Approve the use of the Sourcewell contract to purchase safety equipment and personal protective equipment through M & T Fire & Safety Equipment.

STAFF CONTACT INFORMATION:

Chad Gee, Deputy Fire Chief, 701-355-1407, cgee@bismarcknd.gov

ATTACHMENTS:

None



Public Works Service Operations

DATE: March 12, 2024

FROM: Steven Salwei, Director Public Works Services

ITEM: 2024 BMWF Air Quality Reporting

REQUEST:

Approval of Task Order 24-02 from Houston Engineering for the Solid Waste operations to provide Air Quality Tier 2 NMOC Emission Testing, Analysis, and Reporting.

BACKGROUND INFORMATION:

The North Dakota Department of Environmental Quality (NDDEQ) issued the City of Bismarck's Permit Number 0017 to construct and operate a solid waste facility at its designated location. As part of the approved permit, the performance of Tier 2 NMOC emission testing is required every 5 years. The previous Tier 2 testing was performed in 2019. The Air Quality Title V permit is required by the NDDEQ and EPA as part of the permitting process and includes the NMOC monitoring.

RECOMMENDED CITY COMMISSION ACTION:

Approval of Task Order 24-02 from Houston Engineering for the Solid Waste operations to provide Air Quality Tier 2 NMOC Emission Testing, Analysis, and Reporting.

STAFF CONTACT INFORMATION:

ATTACHMENTS:

1. BMWF NMOC Air Quality 2024

**TASK ORDER AGREEMENT TO
BISMARCK SOLID WASTE OPERATIONS ENGINEERING SERVICES
AGREEMENT**

This is Task Order No **24-02**,
consisting of **5** pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated February 11, 2021 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: **February 13, 2024**
- b. Owner: **City of Bismarck**
- c. Engineer: **Houston Engineering Inc.**
- d. Specific Project (title): **2024 BMWF Tier 2 NMOC Emission Testing, Analysis, and Reporting**
- e. Specific Project (description): **The North Dakota Department of Environmental Quality (NDDEQ) issued the City of Bismarck's Permit Number 0017 to construct and operate a solid waste facility at its designated location. As part of the approved permit, the performance of Tier 2 NMOC emission testing is required every 5 years. The previous Tier 2 testing was performed in 2019. The Air Quality Title V permit is required by the NDDEQ and EPA as part of the permitting process and includes the NMOC monitoring.**

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:
 - 1. **Install up to 55 drive point methane monitoring locations within the pertinent waste areas of the Subtitle D landfill.**
 - a. **The monitoring points will be installed to a depth of up to 8 feet below the surface.**
 - b. **Assumes 5 points will encounter refusal and re-drilling will be required (net 50 sample probe locations is assumed).**
 - 2. **Collect survey point data of all the drive points and geo-reference the survey points to the landfill benchmarks.**

3. Landfill gas encountered at each monitoring location will be purged and the flow stabilized with respect to percent oxygen (O₂), carbon dioxide (CO₂), lower explosive limit (LEL) and Methane (CH₄).
 4. Landfill gas will be collected from each monitoring point in a 6-liter (L) summa canister for chemical analysis.
 5. Composite samples will be collected to minimize sample analysis costs.
 - a. Up to four samples may be composited in a 6L canister;
 - b. the minimum individual sample size will be no less than 1L; and
 - c. up to 15 composite samples are assumed.
 6. Composite samples will be analyzed for total NMOC as carbon, CH₄, CO₂, O₂, and Nitrogen by EPA Method 25C and EPA Method 3C.
 7. Calculate NMOC concentrations and prepare a report presenting the data generated during our activities with our conclusions and recommendations based on that data.
- B. Other Services

As directed during the required permit action coordination meetings with the City of Bismarck and NDDEQ.

- C. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

Set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

The timeframe and/or due date as set forth in the permit documentation. Monitoring and sampling are through the end of 2024.

6. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

By Standard Hourly rates set forth in Article 2 and described in Exhibit C Article 2 Paragraph C2.02.B of the Agreement.

The total estimated fee for services is \$36,900. This cost estimate includes subcontractor costs for Eurofins Laboratories Inc. to perform the chemical analysis and R&B Environmental Drilling, LLC (RBE) or Traut Companies (depending on availability) to perform field services. HEI will process the subcontractor invoices for inclusion in HEI billing. The portion of the estimated fee for Eurofins to perform the sampling and analysis services is \$6,300. The portion of the estimated fee for drilling services is \$11,900. The portion of the estimated fee for Engineer services to complete the Tier 2 NMOC monitoring, analysis and reporting is \$18,700. The Engineer services will be based on the cumulative hours charged during the billing period plus Reimbursable Expenses and Engineer's Consultant's charges. The total estimated fee will not be exceeded without prior written authorization of the Owner.

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Sub-Consultants retained as of the Effective Date of the Task Order:

Eurofins Laboratories Inc. will perform landfill gas chemical analysis.

R&B Environmental Drilling, LLC or Traut Companies will install the methane drive point sample probes for subsequent sampling by HEI.

8. Other Modifications to Agreement and Exhibits:

None

9. Attachments:

None

10. Other Documents Incorporated by Reference:

Bismarck Solid Waste Operations Engineering Services Agreement- February 11, 2021.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is **February 13, 2024**.

OWNER: City of Bismarck

ENGINEER: Houston Engineering Inc.

By: _____

By: _____

Name: Mike Schmitz

Name: Sherwin Wanner, PE

Title: Mayor

Title: Project Manager / Bismarck Office
Manager

Engineer License or Firm's
Certificate No. 015C

State of: North Dakota

Date Signed: _____

Date Signed: _____

Attest: _____

Attest: _____

Name: Jason Tomanek

Name: Kevin Martin, PE

Title: Acting City Administrator

Title: Principal/Senior Project Manager

Address for giving notices:

Address for giving notices:

Bismarck Department of Public Works
PO Box 5503
601 S. 26th Street

Houston Engineering Inc.
3712 Lockport St.

Bismarck, ND 58506-5503

Bismarck, ND 58503

DESIGNATED REPRESENTATIVE

DESIGNATED REPRESENTATIVE

H:\JBN\4400\4489\4489_BMSWF General-Annual Services\Contracts\2024-2025\BMWF Task Order 24-02 (2024 T2 NMOC).doc

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

(Paragraph 8.03.A):

Steve Salwei

Title: Director of Service Operations

Phone Number: 701-355-1705

Facsimile Number: 701-221-6840

E-Mail

Address: ssalwei@bismarcknd.gov

(Paragraph 8.03.A):

Sherwin Wanner, PE

Title: Project Manager

Phone Number: 701-323-0200

Facsimile Number: 701-323-0300

E-Mail

Address: swanner@houstoneng.com



Public Works Service Operations

DATE: March 12, 2024

FROM: Steven Salwei, Director Public Works Services

ITEM: Purchase of Borrow Dirt from Landfill

REQUEST:

Request approval to enter into an agreement with Ames Construction for the purchase of Borrow Dirt from the Landfill for the price of \$1.00 per Cubic Yard.

BACKGROUND INFORMATION:

North Dakota Department of Transportation (NDDOT) reached out inquiring about the possibility of acquiring up to 172,000 cubic yards of borrow dirt from the landfill for the construction of the Exit 161 project. The landfill currently has approximately 140,000 cubic yards of clean borrow dirt available and will be digging a new cell this summer which will add more to our stockpile. We will need dirt for future cover projects, however, we will not need all of this dirt, so it would be beneficial to the City to sell off some of the excess instead of stockpiling it.

While the City and NDDOT were not able to agree on a price for this borrow dirt, the NDDOT did include this borrow dirt in the plans as an option for the contractor. Ames Construction was the apparent low bidder on the Exit 161 project and recently reached out inquiring about purchasing the borrow dirt for the price of \$1.00/CY, pending it meets the gradation requirements.

RECOMMENDED CITY COMMISSION ACTION:

Approval to enter into an agreement with Ames Construction for the purchase of Borrow Dirt from the Landfill for the price of \$1.00 per Cubic Yard.

STAFF CONTACT INFORMATION:

ATTACHMENTS:

None



Public Works Service Operations

DATE: March 12, 2024

FROM: Steven Salwei, Director Public Works Services

ITEM: Landfill Cell 2 Construction Project Bid Award

REQUEST:

Request permission to award the Landfill Cell 2 Construction Project to R.J. Zavoral and Sons, Inc.

BACKGROUND INFORMATION:

On October 24, 2023, the Board of City Commissioners approved the request to begin construction of Cell 2 in 2024 to avoid interruption in disposal operations. Houston Engineering, Inc. completed the review of the bids for the Bismarck Landfill Cell 2 Construction Project. Six (6) bids were opened and read aloud on Wednesday, February 28, 2024.

The bids were evaluated for conformance with the bidder requirements listed in the Instructions to Bidders and the Bid Form. The lowest bid was received from R.J. Zavoral and Sons, Inc (Zavoral). The documentation provided by R.J. Zavoral and Sons, Inc. satisfied the solicitation conditions established in the project manual. The bids are summarized in the following table:

Contractor	Total Base Bid Amount (\$)	Amount Greater than apparent low bid (\$ & %)	Bid Alternative #1	Total Bid Amount
R.J. Zavoral and Sons, Inc.	\$4,438,116.67	NA	\$25,850.00	\$4,463,966.67
Northern Improvement Company, Inc.	\$4,785,142.85	\$347,026.18 (7.3%)	\$92,100.00	\$4,877,242.85
Park Construction Company	\$6,284,639.10	\$1,846,522.43 (29.4%)	\$36,600.00	\$6,321,239.10
Baranko Bros Inc.	\$6,626,480.72	\$2,188,364.05 (33.0%)	\$27,608.12	\$6,654,088.84
Central Specialties, Inc.	\$7,282,416.85	\$2,844,300.18 (39.1%)	\$112,000.00	\$7,394,416.85
Doboszanski & Sons, Inc.	\$7,560,526.25	\$3,122,409.58 (41.3%)	\$145,000.00	\$7,705,526.25
<i>ENGINEER'S OPCC</i>	<i>\$5,468,648.67</i>	<i>\$1,030,532.00 (18.8%)</i>	<i>\$60,000.00</i>	<i>\$5,528,648.67</i>

RECOMMENDED CITY COMMISSION ACTION:

Approve the bid award to R.J. Zavoral and Sons, Inc. for the Landfill Cell 2 Construction Project.

STAFF CONTACT INFORMATION:

ATTACHMENTS:

1. Expansion of Landfill into Future Cell 2-Contract
2. Bid Recommendation
3. Advertisement for Sealed Bids
4. Notice of Award
5. Section 1401 Agreement



City Administration

TO: Steve Salwei, P.E., Public Works Service Operations Director

DATE: October 25, 2023

FROM: Jason Tomanek, Assistant City Administrator

SUBJECT: [Click or tap here to enter text.](#)

The Board of City Commissioners met on Tuesday, October 24, 2023, and considered the request for permission to contract with Houston Engineering Inc. to provide the engineering design, specification, project management, and bidding services to expand the landfill into future Cell 2, and to accept bids for said expansion.

The Bismarck Municipal Waste Facility is currently operating in Cell 1 of the Expansion Area. Cell 1 is filling up faster than anticipated and will reach capacity sometime early in 2025. To allow for uninterrupted landfilling disposal operations, Cell 2 will need to be constructed and substantially completed during the 2024 construction season. We are requesting permission to begin construction of Cell 2 in 2024 to avoid interruption in disposal operations.

The Commission considered the request and approved it as presented.

March 4, 2024

VIA EMAIL & US MAIL

Steven Salwei
 Public Works Director for Service Operations
 601 South 26th Street
 PO Box 5503
 Bismarck, ND 58506-5503

Subject: Bismarck Landfill Cell 2 Construction Project Award Recommendation
City Project #: LF 2024-001
Houston Engineering Project No. 4489-0047

Dear Steven:

We have completed our review of the bids for the Bismarck Landfill Cell 2 Construction Project, City Project # LF 2024-001. Please find attached the bid tabulation for the six (6) bids that were opened and read aloud on Wednesday February 28, 2024.

The bids were evaluated for conformance with the bidder requirements listed in the Instructions to Bidders and the Bid Form. The bids are summarized in the following table:

Contractor	Total Base Bid Amount (\$)	Amount Greater than apparent low bid (\$ & %)	Bid Alternative #1	Total Bid Amount
R.J. Zavoral and Sons, Inc.	\$4,438,116.67	NA	\$25,850.00	\$4,463,966.67
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Park Construction Company	\$6,284,639.10	\$1,846,522.43 (29.4%)	\$36,600.00	\$6,321,239.10
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Central Specialties, Inc.	\$7,282,416.85	\$2,844,300.18 (39.1%)	\$112,000.00	\$7,394,416.85
Doboszanski & Sons, Inc.	\$7,560,526.25	\$3,122,409.58 (41.3%)	\$145,000.00	\$7,705,526.25
<i>ENGINEER'S OPCC</i>	<i>\$5,468,648.67</i>	<i>\$1,030,532.00 (18.8%)</i>	<i>\$60,000.00</i>	<i>\$5,528,648.67</i>

A detailed summary of the bid responses is provided in **Attachment A**. The bids were reviewed for accuracy, completeness, and responsiveness. No mathematical errors were observed on any of the bid responses.

The lowest bid was received from R.J. Zavoral and Sons, Inc (Zavoral). The documentation provided by the R.J. Zavoral and Sons, Inc. satisfied the solicitation conditions established in the project manual as follows:

- 1) Receipt of Addendum 1 - 3 were acknowledged.
- 2) A valid North Dakota Contractor's License was provided.
- 3) The Bid Form was properly executed with Corporate Acknowledgement provided.

We (Houston Engineering, Inc.) have coordinated with representatives from Zavoral following the bid opening to acknowledge that they are the low bid and to confirm the bid provided.

The bid response provided by Zavoral was approximately 7% percent lower than the next lowest bidder and approximately 19% percent lower than the Engineers Opinion of Probably Construction Cost (OPCC). Upon comparing the Zavoral bid and the Engineers OPCC, the major differences were in the costs of the following items:

Bid Item - Description	Engineer OPCC (\$)	R.J. Zavoral and Sons Bid (\$)	Difference (\$)
Bid Item 14 - Topsoiling	\$127,183.02	\$55,816.50	(\$71,366.52)
Bid Item 19 – Mobilization and Demobilization	\$409,529.53	\$201,500.00	(\$208,029.53)
Bid Item 22 – Watering	\$121,230.00	\$24,246.00	(\$96,984.00)
Bid Item 25 – Common Excavation (CV) (P)	\$2,955,760.08	\$2,397,551.52	(\$558,208.56)
Bid Item 29 - Re-Compacted Soil Barrier Layer (CV) (P)	\$126,506.48	\$268,083.00	\$141,576.52
Bid Item 33 – HDPE Geomembrane Liner (60 mil.)	\$446,800.00	\$301,590.00	(\$145,210.00)

Of the six (6) items listed above, Bid Items 14, 19 & 25 are likely directly attributed to Zavoral's ongoing work and onsite presence at the facility to complete the Phase I-III Final Cover Closure Project (LF 2023-001). As part of that final cover project Zavoral has staged/parked equipment onsite last fall to complete the project LF 2023-001 this spring.

Zavoral has previously completed project work for City of Bismarck. In 2020 Zavoral completed City Project LF 2020-001 at the Bismarck Solid Waste Management Facility which involved the excavation of approximately 1,200,000 CY of earthen materials. This project was completed in record time to prepare Cell 1, within the facilities expansion area, for a follow-up project to install liner materials. In 2023, as previously noted, Zavoral initiated work on City Project LF 2023-001 again at the Bismarck Solid Waste Management Facility to close Phase I-III of the previously operation landfill area. Zavoral's previous

Steven Salwei

March 4, 2024

Re: **City Project # LF2024-001 Award Recommendation**

Page 3 of 3



knowledge of the site and soil materials, along with their proven experience managing large quantities of earthwork excavation, as demonstrated during LF 2020-001, likely contributed to their competitive pricing on the bid items for Bid Item 25 Common Excavation.

Previous projects completed by Zavoral indicate that they do have the expertise, staff and equipment necessary to complete the Cell 2 Construction project at the Bismarck Solid Waste Management Facility.

The basis for our award recommendation includes criteria for bidder “responsiveness” and “responsibility”. Based on our bid review, and in accordance with conditions specified in the Instructions to Bidders, Zavoral submitted the lowest responsive bid. Therefore, HEI recommends award of the project contract to the Zavoral for the total bid amount which includes the work detailed in Bid Alternative #1 for a contract amount **\$4,463,966.67**. Upon concurrence of the award of contract by the Bismarck City Commission, it is requested that the attached Notice of Award be executed and dated. Please return the executed Notice of Award to the Bismarck office of Houston Engineering for delivery with the proper agreement, bond, and insurance document attachments to the Contractor.

The Notice to Proceed will be discussed at the preconstruction conference and issuance will be contingent upon satisfactory completion, submission, and review of the insurance and contract documents by the Contractor and your legal counsel review.

If you have any questions or require additional information, please contact me at (763) 493-6660 or by e-mail at dmcalpine@houstoneng.com.

Sincerely,

HOUSTON ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'Dennis McAlpine', is written over the printed name.

Dennis McAlpine, PE
Project Manager

Attachment

cc: HEI – Bismarck



CITY OF BISMARCK, ND
 CELL 2 CONSTRUCTION
 BISMARCK, NORTH DAKOTA
 City Project No LF 2024-001

Item #	Spec Ref#	Item Description	Unit	Quantity	Engineers Estimate		R.J. ZAVORAL AND SON'S		NORTHERN IMPROVEMENT COMPANY		PARK CONSTRUCTION		BARANKO BROS.		CENTRAL SPECIALITIES		DOBOSZENSKI AND SON'S	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	201-3.1	Clearing and Grubbing	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,276.00	\$ 7,276.00	\$ 5,950.00	\$ 5,950.00	\$ 7,674.91	\$ 7,674.91	\$ 50,000.00	\$ 50,000.00	\$ 100.00	\$ 100.00
2	202-4.2	Rock Excavation	CY	3,000	\$ 10.21	\$ 30,630.00	\$ 5.00	\$ 15,000.00	\$ 11.96	\$ 35,880.00	\$ 12.10	\$ 36,300.00	\$ 15.00	\$ 45,000.00	\$ 15.00	\$ 45,000.00	\$ 10.00	\$ 30,000.00
3	204-3.1A	Subgrade Preparation (1' Deep)	SY	7,415	\$ 2.25	\$ 16,683.75	\$ 1.60	\$ 11,864.00	\$ 2.34	\$ 17,351.10	\$ 1.10	\$ 8,156.50	\$ 3.21	\$ 23,802.15	\$ 2.75	\$ 20,391.25	\$ 2.00	\$ 14,830.00
4	205-4.1	Silt Fence With Wire Backing	LF	7,720	\$ 3.79	\$ 29,267.86	\$ 4.00	\$ 30,880.00	\$ 4.00	\$ 30,880.00	\$ 4.35	\$ 33,582.00	\$ 4.12	\$ 31,806.40	\$ 3.85	\$ 29,722.00	\$ 4.50	\$ 34,740.00
5	205-4.11	Silt Fence Removal	LF	7,720	\$ 0.60	\$ 4,632.00	\$ 0.55	\$ 4,246.00	\$ 0.50	\$ 3,860.00	\$ 0.57	\$ 4,400.40	\$ 0.54	\$ 4,168.80	\$ 0.50	\$ 3,860.00	\$ 1.00	\$ 7,720.00
6	205-4.9	Straw Wattles, 12 Inch Diameter	LF	4,390	\$ 3.07	\$ 13,484.76	\$ 3.40	\$ 14,926.00	\$ 3.50	\$ 15,365.00	\$ 3.75	\$ 16,462.50	\$ 3.53	\$ 15,496.70	\$ 3.30	\$ 14,487.00	\$ 4.50	\$ 19,755.00
7	302-4.2	Class 13 Aggregate Surface	TON	1,650	\$ 30.98	\$ 51,108.75	\$ 44.00	\$ 72,600.00	\$ 32.41	\$ 53,476.50	\$ 30.00	\$ 49,500.00	\$ 48.48	\$ 79,992.00	\$ 45.00	\$ 74,250.00	\$ 48.00	\$ 79,200.00
8	801-4.60	Bedding Material	TON	70	\$ 32.00	\$ 2,240.00	\$ 23.00	\$ 1,610.00	\$ 53.80	\$ 3,766.00	\$ 19.40	\$ 1,358.00	\$ 26.38	\$ 1,846.60	\$ 36.00	\$ 2,520.00	\$ 30.00	\$ 2,100.00
9	802-4.5	24" RCP Pipe	LF	40	\$ 193.58	\$ 7,743.35	\$ 170.00	\$ 6,800.00	\$ 169.00	\$ 6,760.00	\$ 323.00	\$ 12,920.00	\$ 127.46	\$ 5,098.40	\$ 300.00	\$ 12,000.00	\$ 225.00	\$ 9,000.00
10	802-4.57	30" RCP Flared End Section	EA	2	\$ 1,650.00	\$ 3,300.00	\$ 1,300.00	\$ 2,600.00	\$ 2,016.00	\$ 4,032.00	\$ 1,920.00	\$ 3,840.00	\$ 1,585.75	\$ 3,171.50	\$ 2,000.00	\$ 4,000.00	\$ 1,350.00	\$ 2,700.00
11	802-4.7	30" RCP Pipe	LF	80	\$ 150.00	\$ 12,000.00	\$ 125.00	\$ 10,000.00	\$ 184.00	\$ 14,720.00	\$ 284.00	\$ 22,720.00	\$ 137.53	\$ 11,002.40	\$ 350.00	\$ 28,000.00	\$ 235.00	\$ 18,800.00
12	802-4.96	RIPRAP Type M	TON	104	\$ 110.85	\$ 11,528.65	\$ 105.00	\$ 10,920.00	\$ 115.50	\$ 12,012.00	\$ 107.00	\$ 11,128.00	\$ 122.17	\$ 12,705.68	\$ 120.00	\$ 12,480.00	\$ 125.00	\$ 13,000.00
13	901-2.19	Insulation Boards	SY	89	\$ 13.30	\$ 1,183.70	\$ 100.00	\$ 8,900.00	\$ 20.00	\$ 1,780.00	\$ 12.00	\$ 1,068.00	\$ 52.58	\$ 4,679.62	\$ 75.00	\$ 6,675.00	\$ 35.00	\$ 3,115.00
14	1201-4.1	Topsoiling	CY	37,211	\$ 3.42	\$ 127,183.02	\$ 1.50	\$ 55,816.50	\$ 2.07	\$ 77,026.77	\$ 3.05	\$ 113,493.55	\$ 4.35	\$ 161,867.85	\$ 3.50	\$ 130,238.50	\$ 4.00	\$ 148,844.00
15	1202-4.4	Class IV Seeding	SY	416,185	\$ 0.15	\$ 61,751.38	\$ 0.10	\$ 41,618.50	\$ 0.09	\$ 37,456.65	\$ 0.10	\$ 41,618.50	\$ 0.10	\$ 41,618.50	\$ 0.09	\$ 37,456.65	\$ 0.10	\$ 41,618.50
16	1204-4.1	Mulching	SY	416,185	\$ 0.15	\$ 63,836.67	\$ 0.09	\$ 37,456.65	\$ 0.08	\$ 33,294.80	\$ 0.09	\$ 37,456.65	\$ 0.09	\$ 37,456.65	\$ 0.08	\$ 33,294.80	\$ 0.15	\$ 62,427.75
17	1207-4.5	Geotextile Rip-Rap Fabric	SY	58	\$ 7.00	\$ 406.00	\$ 2.70	\$ 156.60	\$ 11.30	\$ 655.40	\$ 22.30	\$ 1,293.40	\$ 10.17	\$ 589.86	\$ 20.00	\$ 1,160.00	\$ 6.00	\$ 348.00
18	1211-4.1	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,200.00	\$ 4,200.00	\$ 1,410.00	\$ 1,410.00	\$ 1,368.53	\$ 1,368.53	\$ 1,279.00	\$ 1,279.00	\$ 2,000.00	\$ 2,000.00
19	SP1	Mobilization and Demobilization	LS	1	\$ 409,529.53	\$ 409,529.53	\$ 201,500.00	\$ 201,500.00	\$ 247,200.00	\$ 247,200.00	\$ 593,200.00	\$ 593,200.00	\$ 238,836.19	\$ 238,836.19	\$ 382,750.00	\$ 382,750.00	\$ 645,000.00	\$ 645,000.00
20	SP2	Stormwater/Groundwater Management for Construction	MGAL	8,500	\$ 2.31	\$ 19,655.03	\$ 1.45	\$ 12,325.00	\$ 0.25	\$ 2,125.00	\$ 1.45	\$ 12,325.00	\$ 2.07	\$ 17,595.00	\$ 10.00	\$ 85,000.00	\$ 13.00	\$ 110,500.00
21	SP3	Salvage/Removal of Existing Temporary Stormwater/Groundwater Control System	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,475.00	\$ 3,475.00	\$ 8,760.00	\$ 8,760.00	\$ 22,747.71	\$ 22,747.71	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00
22	SP4	Watering	MGAL	4,041	\$ 30.00	\$ 121,230.00	\$ 6.00	\$ 24,246.00	\$ 14.80	\$ 59,806.80	\$ 33.70	\$ 136,181.70	\$ 7.19	\$ 29,054.79	\$ 15.00	\$ 60,615.00	\$ 26.00	\$ 105,066.00
23	SP5	Test Pit Excavation	HR	40	\$ 330.24	\$ 13,209.54	\$ 200.00	\$ 8,000.00	\$ 402.00	\$ 16,080.00	\$ 476.00	\$ 19,040.00	\$ 244.71	\$ 9,788.40	\$ 475.00	\$ 19,000.00	\$ 420.00	\$ 16,800.00
24	SP6	Topsoil Management (P)	CY	39,755	\$ 2.01	\$ 79,732.04	\$ 1.70	\$ 67,583.50	\$ 1.87	\$ 74,341.85	\$ 3.05	\$ 121,252.75	\$ 3.45	\$ 137,154.75	\$ 3.00	\$ 119,265.00	\$ 4.00	\$ 159,020.00
25	SP7	Common Excavation (CV) (P)	CY	915,096	\$ 3.23	\$ 2,955,760.08	\$ 2.62	\$ 2,397,551.52	\$ 2.85	\$ 2,608,023.60	\$ 3.95	\$ 3,614,629.20	\$ 4.36	\$ 3,989,818.56	\$ 4.80	\$ 4,392,460.80	\$ 5.00	\$ 4,575,480.00
26	SP8	Subgrade Correction (CV)	CY	3,351	\$ 15.00	\$ 50,265.00	\$ 8.00	\$ 26,808.00	\$ 5.50	\$ 18,430.50	\$ 9.45	\$ 31,666.95	\$ 11.31	\$ 37,899.81	\$ 15.00	\$ 50,265.00	\$ 5.00	\$ 16,755.00
27	SP9	Existing Phase Delineation Berm Removal	LS	1	\$ 14,350.00	\$ 14,350.00	\$ 16,500.00	\$ 16,500.00	\$ 19,418.00	\$ 19,418.00	\$ 59,400.00	\$ 59,400.00	\$ 80,745.08	\$ 80,745.08	\$ 65,000.00	\$ 65,000.00	\$ 55,000.00	\$ 55,000.00
28	SP10	Buffer Layer (CV) (P)	CY	6,964	\$ 5.02	\$ 34,967.63	\$ 9.00	\$ 62,676.00	\$ 9.81	\$ 68,316.84	\$ 8.95	\$ 62,327.80	\$ 8.15	\$ 56,756.60	\$ 11.65	\$ 81,130.60	\$ 7.00	\$ 48,748.00
29	SP11	Re-Compacted Soil Barrier Layer (CV) (P)	CY	29,787	\$ 4.25	\$ 126,506.48	\$ 9.00	\$ 268,083.00	\$ 6.71	\$ 199,870.77	\$ 5.35	\$ 159,360.45	\$ 6.33	\$ 188,551.71	\$ 10.65	\$ 317,231.55	\$ 7.00	\$ 208,509.00
30	SP12	Sand Drainage Layer (Leachate Collection Trench) (In-Place) (P)	CY	478	\$ 42.00	\$ 20,076.00	\$ 76.00	\$ 36,328.00	\$ 57.10	\$ 27,293.80	\$ 9.45	\$ 4,517.10	\$ 211.63	\$ 101,159.14	\$ 105.00	\$ 50,190.00	\$ 5.00	\$ 2,390.00
31	SP13	Sand Drainage (Base Liner and Side Slopes) Layer (In-Place) (P)	CY	14,539	\$ 7.00	\$ 101,773.00	\$ 9.00	\$ 130,851.00	\$ 5.83	\$ 84,762.37	\$ 5.75	\$ 83,599.25	\$ 13.89	\$ 201,946.71	\$ 10.90	\$ 158,475.10	\$ 5.00	\$ 72,695.00
32	SP14	Phase Separation and Temporary Drainage Berms (CV)	CY	4,728	\$ 6.84	\$ 32,319.55	\$ 9.00	\$ 42,552.00	\$ 9.10	\$ 43,024.80	\$ 7.15	\$ 33,805.20	\$ 4.72	\$ 22,316.16	\$ 8.00	\$ 37,824.00	\$ 6.00	\$ 28,368.00
33	SP15	HDPE Geomembrane Liner (60 mil.)	SY	44,680	\$ 10.00	\$ 446,800.00	\$ 6.75	\$ 301,590.00	\$ 6.37	\$ 284,611.60	\$ 6.75	\$ 301,590.00	\$ 7.79	\$ 348,057.20	\$ 6.20	\$ 277,016.00	\$ 9.75	\$ 435,630.00
34	SP16	Geocomposite Drainage Layer	SY	10,445	\$ 15.00	\$ 156,675.00	\$ 10.50	\$ 109,672.50	\$ 12.08	\$ 126,175.60	\$ 10.80	\$ 112,806.00	\$ 14.35	\$ 149,885.75	\$ 10.56	\$ 110,299.20	\$ 15.00	\$ 156,675.00
35	SP17	Geotextile Fabric	SY	2,736	\$ 6.00	\$ 16,416.00	\$ 4.50	\$ 12,312.00	\$ 6.10	\$ 16,689.60	\$ 5.15	\$ 14,090.40	\$ 4.04	\$ 11,053.44	\$ 6.00	\$ 16,416.00	\$ 3.00	\$ 8,208.00
36	SP18	Groundwater Underdrain (Perforated) Piping	LF	747	\$ 27.63	\$ 20,641.48	\$ 30.00	\$ 22,410.00	\$ 19.00	\$ 14,193.00	\$ 28.90	\$ 21,588.30	\$ 28.15	\$ 21,028.05	\$ 53.00	\$ 39,591.00	\$ 52.00	\$ 38,844.00
37	SP19	Groundwater Underdrain - Coarse Aggregate	TON	270	\$ 46.37	\$ 12,520.32	\$ 30.00	\$ 8,100.00	\$ 118.00	\$ 31,860.00	\$ 73.80	\$ 19,926.00	\$ 85.48	\$ 23,079.60	\$ 33.50	\$ 9,045.00	\$ 55.00	\$ 14,850.00
38	SP20	Leachate Collection Trench (Perforated) Piping	LF	1,056	\$ 44.31	\$ 46,795.46	\$ 45.00	\$ 47,520.00	\$ 36.00	\$ 38,016.00	\$ 33.80	\$ 35,692.80	\$ 61.69	\$ 65,144.64	\$ 60.00	\$ 63,360.00	\$ 40.00	\$ 42,240.00
39	SP20	Leachate Collection Sideslope Cleanout (Solid) Piping	LF	882	\$ 34.23	\$ 30,191.72	\$ 50.00	\$ 44,100.00	\$ 27.00	\$ 23,814.00	\$ 28.20	\$ 24,872.40	\$ 55.57	\$ 49,012.74	\$ 56.00	\$ 49,392.00	\$ 40.00	\$ 35,280.00
40	SP21	Leachate Collection Trench - Drainage Aggregate	TON	380	\$ 53.85	\$ 20,462.93	\$ 30.00	\$ 11,400.00	\$ 126.00	\$ 47,880.00	\$ 69.90	\$ 26,562.00	\$ 127.88	\$ 48,594.40	\$ 40.00	\$ 15,200.00	\$ 55.00	\$ 20,900.00
41	SP21	Leachate Collection Trench - Coarse Filter Aggregate	TON	915	\$ 54.66	\$ 50,016.69	\$ 48.00	\$ 43,920.00	\$ 144.00	\$ 131,760.00	\$ 79.00	\$ 72,285.00	\$ 42.93	\$ 39,280.95	\$ 55.00	\$ 50,325.00	\$ 55.00	\$ 50,325.00
42	SP22	Bollards	EA	5	\$ 960.00	\$ 4,799.99	\$ 900.00	\$ 4,500.00	\$ 635.00	\$ 3,175.00	\$ 1,060.00	\$ 5,300.00	\$ 690.58	\$ 3,452.90	\$ 1,560.00	\$ 7,800.00	\$ 3,000.00	\$ 15,000.00



CITY OF BISMARCK, ND
 CELL 2 CONSTRUCTION
 BISMARCK, NORTH DAKOTA
 City Project No LF 2024-001

Item #	Spec Ref#	Item Description	Unit	Quantity	Engineers Estimate		R.J. ZAVORAL AND SON'S		NORTHERN IMPROVEMENT COMPANY		PARK CONSTRUCTION		BARANKO BROS.		CENTRAL SPECIALITIES		DOBOSZENSKI AND SON'S	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
43	SP23	Rock Ditch Check	CY	72	\$ 119.56	\$ 8,608.30	\$ 45.00	\$ 3,240.00	\$ 229.00	\$ 16,488.00	\$ 92.80	\$ 6,681.60	\$ 39.22	\$ 2,823.84	\$ 175.00	\$ 12,600.00	\$ 40.00	\$ 2,880.00
44	SP24	Future Gas Well Drainage Enhancement	CY	625	\$ 11.52	\$ 7,198.98	\$ 12.00	\$ 7,500.00	\$ 8.00	\$ 5,000.00	\$ 9.40	\$ 5,875.00	\$ 25.51	\$ 15,943.75	\$ 15.00	\$ 9,375.00	\$ 10.00	\$ 6,250.00
45	SP25	Wood Chip Placement (LV)	CY	9,316	\$ 3.87	\$ 36,020.01	\$ 3.75	\$ 34,935.00	\$ 3.40	\$ 31,674.40	\$ 5.85	\$ 54,498.60	\$ 6.98	\$ 65,025.68	\$ 7.90	\$ 73,596.40	\$ 5.00	\$ 46,580.00
46	SP26	Dedicated Stormwater Management System - Manhole Structure	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 30,000.00	\$ 30,000.00	\$ 39,393.00	\$ 39,393.00	\$ 58,200.00	\$ 58,200.00	\$ 32,562.12	\$ 32,562.12	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
47	SP26	Dedicated Stormwater Management System - Intake	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 7,500.00	\$ 7,500.00	\$ 25,822.00	\$ 25,822.00	\$ 34,700.00	\$ 34,700.00	\$ 7,116.19	\$ 7,116.19	\$ 16,000.00	\$ 16,000.00	\$ 25,000.00	\$ 25,000.00
48	SP26	Dedicated Stormwater Management System - Discharge Piping	LF	475	\$ 40.00	\$ 19,000.00	\$ 38.00	\$ 18,050.00	\$ 40.00	\$ 19,000.00	\$ 45.80	\$ 21,755.00	\$ 25.49	\$ 12,107.75	\$ 35.00	\$ 16,625.00	\$ 30.00	\$ 14,250.00
49	SP27	Dedicated Stormwater Management System - Electrical	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 76,915.00	\$ 76,915.00	\$ 76,913.00	\$ 76,913.00	\$ 82,100.00	\$ 82,100.00	\$ 78,377.50	\$ 78,377.50	\$ 73,250.00	\$ 73,250.00	\$ 35,000.00	\$ 35,000.00
50	SP28	Demo Containment Fence	LF	353	\$ 16.00	\$ 5,648.00	\$ 3.30	\$ 1,164.90	\$ 4.20	\$ 1,482.60	\$ 11.20	\$ 3,953.60	\$ 4.26	\$ 1,503.78	\$ 10.00	\$ 3,530.00	\$ 5.00	\$ 1,765.00
51	SP28	Demo 18" CMP	LF	125	\$ 20.00	\$ 2,500.00	\$ 12.00	\$ 1,500.00	\$ 27.80	\$ 3,475.00	\$ 76.30	\$ 9,537.50	\$ 24.08	\$ 3,010.00	\$ 25.00	\$ 3,125.00	\$ 10.00	\$ 1,250.00
52	SP28	Remove and Salvage Gravel Surfacing	CY	1,850	\$ 12.00	\$ 22,200.00	\$ 6.50	\$ 12,025.00	\$ 7.61	\$ 14,078.50	\$ 11.00	\$ 20,350.00	\$ 13.08	\$ 24,198.00	\$ 25.00	\$ 46,250.00	\$ 5.00	\$ 9,250.00
53	SP28	Remove and Salvage 24" RCP	LF	48	\$ 100.00	\$ 4,800.00	\$ 18.00	\$ 864.00	\$ 35.00	\$ 1,680.00	\$ 199.00	\$ 9,552.00	\$ 31.36	\$ 1,505.28	\$ 75.00	\$ 3,600.00	\$ 15.00	\$ 720.00
PROJECT NO. LF 2024-001 TOTAL BASE BID AMOUNT					\$ 5,468,648.67		\$ 4,438,116.67		\$ 4,785,142.85		\$ 6,284,639.10		\$ 6,626,480.72		\$ 7,282,416.85		\$ 7,560,526.25	
BID AMOUNT AS READ DURING BID OPENING							\$ 4,438,116.67		\$ 4,785,142.85		\$ 6,284,639.10		\$ 6,626,480.72		\$ 7,282,416.85		\$ 7,560,526.25	
DIFFERENCE FROM READ BID							\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
DIFFERENCE FROM LOWEST BID					\$ 1,030,532.00		\$ -		\$ 347,026.18		\$ 1,846,522.43		\$ 2,188,364.05		\$ 2,844,300.18		\$ 3,122,409.58	
DIFFERENCE FROM LOWEST BID (%)					18.8%		0.0%		7.3%		29.4%		33.0%		39.1%		41.3%	
DIFFERENCE FROM ENGINEER'S ESTIMATE					\$ -		\$ (1,030,532.00)		\$ (683,505.82)		\$ 815,990.43		\$ 1,157,832.05		\$ 1,813,768.18		\$ 2,091,877.58	
DIFFERENCE FROM ENGINEER'S ESTIMATE (%)							-18.8%		-12.5%		14.9%		21.2%		33.2%		38.3%	
Bid Alternative #1			Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	SP29	Bid Alt #1 - Dedicated Groundwater Control System	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 25,850.00	\$ 25,850.00	\$ 92,100.00	\$ 92,100.00	\$ 36,600.00	\$ 36,600.00	\$ 27,608.12	\$ 27,608.12	\$ 112,000.00	\$ 112,000.00	\$ 145,000.00	\$ 145,000.00
BID AMOUNT AS READ DURING BID OPENING							\$ 25,850.00		\$ 92,100.00		\$ 36,600.00		\$ 27,608.12		\$ 112,000.00		\$ 145,000.00	
DIFFERENCE FROM READ BID							\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
DIFFERENCE FROM ENGINEER'S ESTIMATE					\$ -		\$ (34,150.00)		\$ 32,100.00		\$ (23,400.00)		\$ (32,391.88)		\$ 52,000.00		\$ 85,000.00	
PROJECT NO. 2024-001 TOTAL BID AMOUNT					\$ 5,528,648.67		\$ 4,463,966.67		\$ 4,877,242.85		\$ 6,321,239.10		\$ 6,654,088.84		\$ 7,394,416.85		\$ 7,705,526.25	
DIFFERENCE FROM LOWEST BID					\$ 1,064,682.00		\$ -		\$ 413,276.18		\$ 1,857,272.43		\$ 2,190,122.17		\$ 2,930,450.18		\$ 3,241,559.58	
DIFFERENCE FROM ENGINEER'S ESTIMATE					\$ -		\$ (1,064,682.00)		\$ (651,405.82)		\$ 792,590.43		\$ 1,125,440.17		\$ 1,865,768.18		\$ 2,176,877.58	

ADVERTISEMENT FOR SEALED BIDS
FOR THE CONSTRUCTION OF
CITY OF BISMARCK SOLID WASTE MANAGEMENT FACILITY
CELL 2 CONSTRUCTION PROJECT – LF 2024-001
BISMARCK, NORTH DAKOTA

The Board of City Commissioners of the City of Bismarck will receive sealed bids for the construction of Cell 2 including installation of a composite landfill liner system, installation of a leachate collection system, dedicated stormwater extraction system, and various site improvements, and related items in Solid Waste Utility Project Number Two Thousand Twenty Four - One (LF 2024-001).

All bids will be submitted to the City Administrator by 3:00 p.m., February 28, 2024. Such work to be completed according to the schedule, plans and specifications on file in the Office of the City Administrator. Bids will be opened at 4:00 p.m., February 28, 2024 in the Office of City Administration.

The proposals must be mailed to or deposited with the City Administrator and shall be sealed and endorsed "Proposal for Cell 2 Construction in Solid Waste Utility Project Number Two Thousand Twenty Four - One (LF 2024-001)."

The contractor shall include a copy of his license or renewal thereof enclosed in the required bid bond envelope as required pursuant to Section 43-07-12 of the North Dakota Century Code, as amended.

Complete digital project bidding documents are available at www.bismarcknd.gov, www.questcdn.com or www.houstoneng.com. You may download the digital plan documents for \$50.00 by inputting Quest project #8936734 on the Qwest website's Project Search page. Contact questcdn.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. An optional paper set of project documents is also available from Houston Engineering Inc. for a nonrefundable price of \$100.00 per set which includes applicable sales tax and shipping. Please make your check for a paper set payable to Houston Engineering, Inc. and send it to the Houston Engineering, Inc, 3712 Lockport St., Bismarck, North Dakota 58503, stating the project number and if you want to pick it up or to be mailed. Please contact Houston Engineering Inc. at 701-323-0200 if you have any questions.

If the project includes more than one unit or contains alternates, the basis of award shall be the lowest and best bid for the units or alternates selected by the City. Units or alternates not selected shall not be included in forming the basis of determining the lowest bid. Bidders shall be aware that there is no guarantee that all units or alternates will be awarded and balance their bids accordingly.

Bids shall be made on the basis of cash payment for the work to be done. All work under this advertisement shall be started on a date to be specified in a written order from the Board of City Commissioners.

The project scope of work consists of mobilization; approximately 900,000 CY of common excavation, 7,000 CY of buffer soil placement, 30,000 CY of re-compacted clay barrier layer

placement, 10,500 SY of geocomposite drainage layer installation, 44,700 SY of 60 mil. HDPE geomembrane installation, installation of associated piping systems to support landfill operations, and related items.

Each bid shall be accompanied by a separate envelope containing a bidder's bond in the amount of five percent (5%) of the amount of the bid as required by Section 48-01.2-05(4), North Dakota Century Code, as amended, and executed as provided by law.

A non-mandatory pre-bid meeting will be held on Wednesday, February 21, 2024 at 1:30 PM at the City of Bismarck Landfill located at:

**2111 North 52nd Street
Bismarck, ND 58501**

Attendance at the pre-bid meeting is highly encouraged. The Project Engineer will provide a detailed summary of the project components to further the Contractors understanding of the Project.

The Board of City Commissioners reserves the right to hold all bids for a period of sixty (60) days after the date fixed for the opening thereof and reject any or all bids and to waive irregularities whenever it is for the best interest of the City of Bismarck.

The City of Bismarck is committed to providing non-discriminatory service. No person shall, on the basis of a person's nation origin, race, color, disability, sex, age and/or income status, be excluded from participation or be subjected to discrimination or harassment by the City of Bismarck or any of its locations.

The City of Bismarck will consider every request for reasonable accommodation to provide:

- an accessible meeting facility or other accommodation for people with disabilities,
- language interpretation for people with limited English proficiency (LEP), and
- translations of written material necessary to access City of Bismarck programs and information.

Appropriate provisions will be considered when the City of Bismarck is notified at least 10 days prior to the meeting date or the date the written material translation is needed.

To request accommodations, contact Leanne Schmidt, City of Bismarck, at 701-355-1336 or lschmidt@bismarcknd.gov. TTY users may use Relay North Dakota at 711 or 1-800-366-6888.

CITY OF BISMARCK

Jason Tomanek
Acting City Administrator

Dated this 2nd day of February 2024.

Bismarck Landfill Cell 2 Construction

Quest Number: 8936734

Owner Number: 2024-001

Closing Date: Wed, 02/28/2024 03:00 PM CST

Posting Type: Construction Project

QuestCDN Partner Posting

Location Details

Site Address: 2111 N 52nd St
City: Bismarck
County: Burleigh
State/Province: ND
Site Directions: 2111 N 52nd St Bismarck, ND 58501

Project Details

Closing Date: Wed, 02/28/2024 03:00 PM CST
Project Bid Received By & Opening Information: All bids will be submitted to the City Administrator by 3:00 p.m., February 28, 2024. Such work to be completed according to the schedule, plans and specifications on file in the Office of the City Administrator. Bids will be opened at 4:00 p.m., February 28, 2024 in the Office of City Administration.

Est. Value: \$ 5,450,000.00
Est. Value Notes: 5,450,000
Est. Completion Date: Nov. 15, 2024
Pre-Bid Meeting Info: A non-mandatory pre-bid meeting will be held on Wednesday, February 21, 2024 at 1:30 PM at the City of Bismarck Landfill located at: 2111 North 52nd Street Bismarck, ND 58501 Attendance at the pre-bid meeting is highly encouraged. The Project Engineer will provide a detailed summary of the project components to further the Contractors understanding of the Project.

Project Description

Project Owner Number: 2024-001
Project Category Code: Sewer and Water Construction, Sitework/Excavating and Grading, Landfills, Waste Handling Facilities, Stormwater Improvements

Description: The project scope of work consists of mobilization; approximately 900,000 CY of common excavation, 7,000 CY of buffer soil placement, 30,000 CY of re-compacted clay barrier layer placement, 10,500 SY of geocomposite drainage layer installation, 44,700 SY of 60 mil. HDPE geomembrane installation, 15,000 CY of sand drainage layer placement, installation of leachate and stormwater management infrastructure including electrical work to support landfill operations, and related items.

Additional Description: The project is located directly adjacent ongoing waste disposal operations at the Bismarck Solid Waste Management facility. The City of Bismarck Board of City Commissioners reserves the right to hold all bids for a period of sixty (60) days after the date fixed for the opening thereof and reject any or all bids and to waive irregularities whenever it is for the best interest of the City of Bismarck.

Addenda 0 -

Primary Contact Information -

Owner Details

Owner Name: City of Bismarck
Address: 211 N. 5th Street, Bismarck, ND - 58501
Phone: 701-355-1700
Contact: Steven Salwei
Email: ssalwei@bismarcknd.gov

Solicitor Details

Solicitor Name: Houston Engineering Inc. - Bismarck
Design Discipline: Soliciting agent
Address: 3712 Lockport Street, Bismarck, ND - 58503
Phone: 763-493-6660
Contact: Dennis McAlpine
Email: dmcalpine@houstoneng.com

Project Document Information -

Document Information: Bid Documents are available for

NOTICE OF AWARD

Date of Issuance:

Owner: **City of Bismarck, ND** Owner's Project No.: **LF2024-001**
Engineer: **Houston Engineering, Inc.** Engineer's Project No.: **4489-0047**
Project: **City of Bismarck Solid Waste Management Facility**
Contract Name: **Cell 2 Construction**
Bidder: **R.J. Zavoral and Sons, Inc.**
Bidder's Address: **PO Box 435, East Grand Forks, MN 56721**

You are notified that Owner has accepted your Bid dated **2-28-2024** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The construction of landfill Cell 2 at the City of Bismarck Solid Waste Management Facility. This work includes placement of a composite landfill liner system, including a re-compacted soil barrier, HDPE geomembrane liner and sand drainage materials, installation of a leachate collection system, and ancillary site improvements to accommodate facility access, vegetative restoration activities and stormwater management.

The Contract Price of the awarded Contract is **\$4,463,966.67 which includes Bid Alternative #1**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in the General Conditions.

Owner: **City of Bismarck, ND**

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

North Dakota Income Tax Clearance or Account Number _____

Expiration Date of Certification _____

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of March, 2024, by and between the City of Bismarck, a municipal corporation, hereinafter called the "CITY," and R.J. Zavoral & Sons, Inc, with its office at East Grand Forks, Minnesota hereinafter called the "CONTRACTOR."

The parties hereto, in consideration of the mutual agreement contained, mutually undertake, promise, and agree for themselves, their respective representatives, successors, and assigns, as follows:

ARTICLE I

The Contractor shall furnish the materials and perform the work for Cell 2 Construction–LF 2024-001 Project for the City of Bismarck, Burleigh County, North Dakota, in strict accord with the agreement as herein defined.

ARTICLE II

The following shall be deemed a part of this agreement:

1. The proposal for bids, instructions to bidders, and requirements for bidders;
2. The bid of the Contractor;
3. The Agreement;
4. The general provisions;
5. The specifications;
6. The contract drawings;
7. The bid bond, performance, and payment bonds and maintenance bond, if any;
8. Certificate of Insurance;
9. All addenda issued by the engineers prior to receipt of bids;
10. Notice of award;
11. Resolution of City awarding the bid;
12. All provisions required by law to be inserted in this contract whether actually inserted or not.

All of the above taken as a whole shall constitute the agreement documents.

ARTICLE III

The City agrees to pay the Contractor for the performance of this Agreement according to the schedule of approximate quantities, the aggregate of which is estimated to be

approximately \$4,463,966.67. Payments are to be made as per specifications upon presentation of the proper certification of the Engineer or his representative and by the terms of this agreement. (Please see attachment.)

ARTICLE IV

All provisions of the contract relating to time of performance and completion of the work are of the essence of this contract. Accordingly the Contractor shall begin work on a date to be specified in a written order from the Board of City Commissioners and shall fully and entirely perform this contract, and all work incidental thereto; and all work completed no later than June 30, 2025. All intermediate completion dates specified in the proposal shall also be adhered to.

ARTICLE V

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading demotion or transfer; recruitment or recruitment compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractors' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records,

and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VI

During the performance and up to the date of final acceptance, the Contractor shall be under an absolute obligation to protect any damage, loss or injury; and, in the event of such damage, loss or injury, he shall promptly replace or repair such work, whichever the (Engineer) shall determine to be preferable. The obligation to deliver finished work in strict accordance with the contract prior to final acceptance shall be absolute and shall not be affected by the (Engineer's) approval of or failure to prohibit means and methods of construction used by the Contractor.

The Contractor shall be responsible for maintenance and operation of all constructed facilities until final acceptance unless otherwise noted in specifications, notes, or special provisions. This includes locating of contractor constructed underground facilities.

The Contractor must take all reasonable precautions to protect the persons and property of others on or adjacent to the site from damage, loss, or injury resulting from his operations under this contract.

Within three days after notice to him of the happening of any such loss, damage, or injury, the Contractor shall make a full and complete report thereof in writing to the Engineer.

If the persons or property of others on or adjacent to the site sustain loss, damage or injury resulting directly or indirectly from the work of the Contractor, or his subcontractors, in their performance of this contract, or from his or their failure to comply with any of the provisions of this contract or of law, the Contractor shall indemnify and hold the City harmless from any and all claims and judgments for damage and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof.

The Contractor agrees to indemnify and save harmless the City of Bismarck, its appointed and elective officers and employees, from and against all loss or expense, including attorney's fees and costs by reason of liability imposed by law upon the City, its elected or appointed officials or employees for damages because of bodily injury including death at any time resulting therefrom sustained by any person or persons and on account of damage to property including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due to the negligence of the Contractor, his agents or employees, his subcontractors, their employees, City of Bismarck, its appointed or elected officers, employees, or their agents, except only such injury or damage as shall have been occasioned by sole negligence of the City, its appointed or elected officials or employees.

The City may suspend or terminate the Agreement, in whole or in part, and suspend work at any time, re-let work to be completed, or order the reconstruction of any part or all of the work improperly done for improper construction or non-compliance with the terms of the agreement. The decision of the City upon any questions connected with the execution of this Agreement or any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

Whenever the City determines to suspend or terminate any of the provisions of the Agreement or to suspend work, re-let work, or order the reconstruction of any part or all of the work, the City shall promptly notify the Contractor in writing of the determination and the reasons for the action, together with the effective date.

The Contractor shall give preference, pursuant to North Dakota Century Code Subsection 43-07-20, to the employment of bona fide North Dakota residents with preference given first to honorably discharged disabled veterans of the armed forces of the United States, who are deemed to be qualified in the performance of said work. Such preference shall not apply to engineering, superintendence, management, or office or clerical work. Contracts which involve federal aid funds and where a preference or discrimination would be contrary to federal law or regulations shall be exempt from the requirements of this paragraph.

The Contractor, in employing and maintaining labor, shall do so in conformity with state and federal law and this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date and year first above written.

CITY OF BISMARCK
A Municipal Corporation

(SEAL)

President, Board of City Commissioners

Attest: City Administrator

Date Signed

R.J Zavoral & Sons, Inc.

(SEAL)

TITLE:

Attest: _____
TITLE:

Date Signed



Public Works Service Operations

DATE: March 12, 2024

FROM: Steven Salwei, Director Public Works Services

ITEM: Lawn Care Bids - Service Operations

REQUEST:

Award bid for City of Bismarck Lawn Care Services, managed by Service Operations.

BACKGROUND INFORMATION:

On February 28, 2024, quotes for City of Bismarck Lawn Care Services were opened. We are requesting approval for a one-year contract award to the lowest bidder for each Group, listed below, with an automatic renewal of three additional one-year terms. In the event the contractor is unable or unwilling to fulfill the agreement, we request to award to the next lowest bidder. The Bid Tab and Request for Quotes is included.

Location	Contractor	Total Bid - Lowest Bid
Group 3 (Library)	Capital City Lawn Care Inc.	\$ 297.00
Group 4 (Public Works)	Lawn Tech Outdoor Service	\$1,980.00
Group 7 (Street Dept - Weekly)	S & P Construction Services	\$ 985.00
Group 7 (Street Dept - Requested)	S & P Construction Services	\$1,970.00
Group 8 (Public Health)	S & P Construction Services	\$1,228.00

CITY OF BISMARCK
PUBLIC WORKS DEPARTMENT
BID TABULATION FOR 2024
February 28, 2024

	Swan Lake Services LLC	Schmidt Seasonal Services	Bis-Man Outdoor Services	Jerald Berger Enterprise LL	That Sprinkler Guy	Ground Control	Lawn Tech Outdoor Service	Keepers LLC	Capital City Lawn Care Inc	Lang's Lawn Care	S&P Construction Services
Group 3	\$ 625	\$ 370	\$ -	\$ -	\$ 1,700	\$ 905	\$ 340	\$ 400	\$ 297	\$ 490	\$ -
Group 4	\$ -	\$ -	\$2,440	\$2,360	\$ -	\$ -	\$ 1,980	\$ -	\$2,585	\$4,870	\$2,057
Group 7 w	\$2,220	\$ 1,680	\$ -	\$ -	\$3,975	\$ -	\$ -	\$ -	\$ 2,210	\$ -	\$ 985
Group 7 r	\$ 2,815	\$2,060	\$ -	\$ -	\$4,850	\$ -	\$ -	\$ -	\$ 2,415	\$ -	\$ 1,970
Group 8	\$ -	\$ -	\$ 2,128	\$ 1,820	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ 1,525	\$ 1,228

RECOMMENDED CITY COMMISSION ACTION:

Approve contract awards as detailed above for City of Bismarck Lawn Care Services managed by Public Works Service Operations.

STAFF CONTACT INFORMATION:

ATTACHMENTS:

1. 2024 RFQ Lawn Care
2. Group 3, 4, 8 Bid Tab
3. Group 7 Bid Tab



2024
REQUEST FOR QUOTES

LAWN CARE SERVICES

Quotes Received

3:00 p.m. CT, Wednesday, February 28, 2024

OPTIONAL Prebid Meeting

10:00 a.m. CT, Wednesday, February 21, 2024

Location

Public Works Large Conference Room

601 S. 26th St, Bismarck, ND 58504

Quotes Opening

4:00 p.m. CT, Wednesday, February 28, 2024

Location

City Administration

221 N 5th St, Bismarck ND 58501

ADVERTISEMENT

The City of Bismarck Public Works Department is requesting cost quotes for lawn care contract services, including mowing, cleanup, fertilization, and weed control, for a one (1) year agreement with the possibility of up to three additional one-year terms (total of up to 4 years) with the City. Bids will be received in the offices of the City Administrator until 3:00 p.m. on Wednesday, February 28, 2024. Bids will be publicly opened and reviewed at 4:00 p.m. on Wednesday, February 28, 2024, at the City/County Building, 221 North Fifth Street.

Bids must be submitted on forms furnished by the City of Bismarck and in accordance with description of work therein contained. Specifications can be furnished from the Bismarck Public Works Department by contacting Amber Araujo at aaaraujo@bismarcknd.gov, or 701-355-1739.

The quotes must be mailed to the City Administrator (PO Box 5503, Bismarck ND 58506-5503) or otherwise deposited with the City Administrator (221 North Fifth Street, Bismarck ND 58501) and shall be sealed and endorsed "Quotes for Lawn Care". If a bid is to be faxed or electronically submitted, the bid must be sent to a bidder's agent independent of the City of Bismarck, placed in a sealed envelope, labeled according to this specification and delivered to the office of the City Administrator prior to the bid deadline.

The award will be made on the basis of the best combination of price and service to fit the lawn care needs for each Group. Price shall not be the sole determining factor. The City may consider other factors such as efficiency, effectiveness, equipment, dependability, workmanship, quality, schedule, or other costs or factors relevant to meet the lawn care expectations of the City.

The right is reserved to hold all bids for a period of forty-five (45) days, to reject any and all bids, to waive technicalities or to accept such as may be determined to be in the best interest of the City of Bismarck.

City of Bismarck
Jason Tomanek
Acting City Administrator

GENERAL SPECIFICATIONS

SUMMARY OF WORK

Lawn care services for 2024 include mowing, cleanup, fertilization, and weed control as specified. Sites are organized within groups. Work is defined by task and by location.

BIDDING REQUIREMENTS

1. Each bidder **is required** to bid on all sites and tasks within an identified Group to be qualified for that Group. Bid price is per event. The City reserves the right to waive any and all formalities and accept or reject any or all quotes.
2. Bids will be awarded based on best combination of price and service to fit the lawn care needs for each Group within the City of Bismarck. Bid prices will remain in effect for the duration of the agreement. The City reserves the right to reject any or all bids, including bids for individual groups or sites.
3. Due to timing and funding, additional areas could be added or removed. The term of the agreement shall be for one (1) year and shall automatically renew for three additional one-year periods unless either party shall have cancelled the agreement by giving the other party 30 days' written notice of cancellation.

BID QUOTES

1. **MOWING:** Mowing and trimming required. Removal of clippings as described per Site. Frequency is either once weekly (W) or upon request (R) and is site specific.
2. **CLEANUP:** Spring and upon request.
3. **FERTILIZATION:** Fertilization services.
4. **WEED CONTROL:** Weed control services.

See Description of Work and Contract Reporting for detailed information and requirements.

ADMINISTRATIVE REQUIREMENTS

1. **Contract:** The successful bidder(s) shall enter into an agreement with the City subject to the following conditions:
 - A. The successful bidder(s) shall furnish a signed agreement with appropriate certificates of insurance evidencing liability and property damage coverage affected and to be maintained for the term of this Agreement. The agreement must be signed by the person with delegation of authority and may be asked for documentation of that status. The **Contractor** must provide a Certificate of Workers Compensation Coverage, as warranted. The **Contractor** must provide a certificate of liability insurance and automobile insurance, prior to starting work, covering all activities within the scope of the contract performed by the **Contractor**.
 - B. Insurance: The City shall be named as an additional insured with waiver of subrogation on the policy for the duration of this contract. The City shall be immediately notified of any cancellation or cessation of insurance coverage.

Contractor shall provide a certificate of insurance prior to starting the work with the following requirements:

Comprehensive Liability Insurance		Comprehensive Automobile Liability	
Bodily Injury	\$500,000 / Person	Bodily Injury	\$500,000 / Person
	\$2,000,000 / Occurrence		\$2,000,000 / Occurrence
Property Damage	\$2,000,000 / Occurrence	Property Damage	\$2,000,000 / Occurrence

- C. The **Contractor** is solely responsible for all supervision of the work including choices of method and materials, personnel, and subcontractors insofar that these items are in conformance with the provisions issued by the City. The City shall have no responsibility with regard to these matters. The **Contractor** shall coordinate the work activities to minimize disruptions to the public.
- 2. **Agreement:** The term of the agreement with the successful bidder(s) shall be one year and commence on date of signed agreement and terminate March 31, 2025. Option years will be determined prior to the end of a Contract term. Insurance certificate shall be provided for each subsequent year in advance of start of contract.
- 3. **Termination:** If the City deems work by the Contractor unsatisfactory, a written notice will be sent to the Contractor advising of the deficiency. If corrective action is not taken within 48 hours of the date of notice, the City will terminate the service agreement immediately by written notice. In the event of termination, the City reserves the right to seek additional or other assistance as necessary.
- 4. **Damages:** Any damages to City facilities, including but not limited to curbs, pavements, structures, fences, trees and/or hardscapes caused by the Contractor during the performance shall be repaired or replaced at the Contractor’s expense. If the Contractor fails to make repairs or replacement in a timely manner, the City may have repairs and/or replacements made and deduct the cost of repairs and/or replacements from payment made to the Contractor.

DESCRIPTION OF WORK

1. MOWING:

A. Tasks:

- 1) Lawn turf shall be cut to a length between 3 and 4 inches. Fall height shall be 2 to 3 inches after October 1st of the Contract year.
- 2) All trash and debris shall be picked up prior to mowing.
- 3) Trimming around buildings, structures, trees, etc. must be done with each mowing. The cost of trimming is included in the mowing price.
- 4) Contractor is responsible to ensure that grass clippings are not blown or raked into the street or sidewalk or paved areas.
- 5) If a site is not mowed for ten (10) days or more for any reason, clippings must be bagged and removed instead of mulched, unless otherwise directed by City of Bismarck staff.
- 6) Wheel tracks are to be avoided by alternating mowing direction with each mowing.

B. Schedule:

- 1) Mowing of sites will be performed weekly or upon request. Bid Schedule defines requirements for each site.
- 2) City of Bismarck staff will notify when start of season is to commence.
- 3) Requests for mowing shall be fulfilled within five workdays of the request.
- 4) As much as possible, all work at a site shall be completed on the same workday.
- 5) The noise ordinance for residential-zoned areas is in affect from 11:00 p.m. to 7:00 a.m.

2. CLEANUP

A. Tasks:

- 1) Lawn turf sites shall be power raked. Equipment to be used shall be inspected by representative of the City prior to commencing with this work.
- 2) All debris, trash, leaves, branches, and dead grass must be removed, including sweeping of sidewalks and other paved areas. This is a spring event and as requested per site if listed.
- 3) Clean up in and around all trees, shrubs, hardscapes, mulch areas, and planting beds.

B. Schedule:

- 1) Initial clean-up shall be completed prior to May 15th of each contract year (weather permitting).
- 2) Work schedule shall be coordinated in advance with City of Bismarck staff. Work shall be done within five (5) days of agreed schedule.
- 3) Initial or final season lawn mowing shall be included with this clean-up, with height adjustment as appropriate for season. Fall height shall be 2 to 3 inches. Spring height shall be 3 to 4 inches.

3. FERTILIZATION

A. Tasks:

- 1) Apply the pre-approved fertilizer material in accordance with the manufacturer's instructions as requested by the City of Bismarck.

B. Schedule:

- 1) It is the intention that once the sites have been awarded, two (2) fertilizer applications for each site shall be applied during the season.
- 2) The contractor shall notify designated City staff one (1) week prior to intended application to request approval for the application. The City will not compensate the contractor for any applications that did not receive prior approval.

C. Materials:

- 1) Fertilizer material to be used shall be submitted for approval prior to May 1st of each contract year.
- 2) A material safety data sheet must be included in the submittal for each product.
- 3) Granular Blend shall consist of: Nitrogen 28, Phosphorus 4, Potassium 8 or equal.

4. WEED CONTROL

A. Tasks:

- 1) Apply the pre-approved weed control material in accordance with the manufacturer's instructions as requested by the City of Bismarck.
- 2) The proposed type of weed control material will be included with the bid. Include weed control of grasses and broad leaf weeds in the mulch areas and around each of the trees on these sites.
- 3) Warning or re-entry flagging at each site is required after each application.

B. Schedule:

- 1) It is the responsibility of the contractor to schedule the applications with the City.
- 2) It is the intention that once the sites have been awarded, three (3) weed control applications for each site shall be applied during the season at the time appropriate for the material and site conditions.
- 3) The contractor shall provide a schedule of applications prior to May 1 of each contract year. Applications shall be made within 7 days of scheduled date unless approved in advance by the City of Bismarck staff. Missing a scheduled application deadline may eliminate those services for that task.

C. Approved Herbicides:

- 1) City approved herbicides shall be used. Substitutions will only be allowed if none of the listed options are available. Substitution requests are subject to approval by the City of Bismarck Forestry Department in advance. Failure to use approved materials may result in rejection of the application and compensation for damages if such result.
- 2) Options:
 - a) Lawn Turf Grass with Trees Option: Herbicide without dicamba, Chaser Ultra2 by Loveland Products or approved equal.
 - b) Tree Mulch Ring Options: Round Up by Monsanto, Cornerstone by Winfield Solutions or approved equal.
 - c) Storm Water and Drainage Areas: Rodeo by Monsanto or approved equal.

CONTRACT REPORTING

1. Lawn Service Work Report form provided by the City of Bismarck shall be completed for each work event and submitted on Monday of each week for the prior week.
 - A. The intention of the work report form is for the City to verify that the work actually performed meets these work requirements.
 - B. The completed Lawn Service Work Report must be provided via email, fax, or delivered to the City contact noted on each Group for each site where work is performed.
2. A work schedule shall be provided to the City prior to May 1st of each contract year showing which days of the week each site is to be serviced.
3. Material Information Submittals: A material safety data sheet must be submitted and approved for each product and on file for all material prior to application.

4. The contractor must complete and submit the Fertilizer Application Information form provided by the City of Bismarck for each application and site.
 - A. A copy of the completed form must be provided to the City after each application of fertilizers, pesticides, herbicides, etc. and within 24 hours of application Monday through Thursday.
 - B. For applications occurring Friday, Saturday, Sunday, or Holidays, submit the first City of Bismarck workday after the work is completed.
5. The contractor must complete and submit the Pesticide Application Information form provided by the City for each application for each site.
 - A. A copy of the completed form must be provided to the City after each application of fertilizers, pesticides, herbicides, etc. and within 24 hours of application Monday through Thursday.
 - B. For applications occurring Friday, Saturday, Sunday, or Holidays, submit the first City of Bismarck workday after the work is completed.

BID SHEETS FOR EACH GROUP

See attached

LAWN CARE SITES

See attached

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GROUP 1 2024 BID SHEET - SANITARY SEWER SITES

R - REQUESTED MOWING

W - WEEKLY MOWING

Site	Location	Mowing (<i>W</i>)	Cleanup	Fertilizing	Weed Control
1.1	810 S 26th St (26th St)				
		Mowing (<i>W</i>)	No services for shaded area		Weed Control
1.2	3701 E Bis Expy (Hay Creek)				
		Mowing (<i>W</i>)	Cleanup	Fertilizing	Weed Control
1.3	850 E Wachter Ave (9th & Wachter)				
		Mowing (<i>W</i>)	Cleanup	Fertilizing	Weed Control
1.4	100 E Indiana Ave (Washington St)				
		Mowing (<i>W</i>)	Cleanup	Fertilizing	Weed Control
1.5	2516 River Road (Pioneer Park)				
		Mowing (<i>W</i>)	Cleanup	Fertilizing	Weed Control
1.6	1406 Eagle Crest Loop (Eagle Crest)				
		Mowing (<i>W</i>)	Cleanup	Fertilizing	Weed Control
1.7	911 Calypso Ave (Calypso)				
		Mowing (<i>W</i>)	Cleanup	Fertilizing	Weed Control
1.8	4053 Downing St (Downing)				
		Mowing (<i>W</i>)	Cleanup	Fertilizing	Weed Control
1.9	3108 Manchester St (Manchester)				
		Mowing (<i>W</i>)	Cleanup	Fertilizing	Weed Control
1.10	214 Santa Fe Ave (Santa Fe)				
		Mowing (<i>W</i>)	No services for shaded area		Weed Control
1.11	Whisper Dr & Mills Ave (Whispering Bay)				
		Mowing (<i>W</i>)	No services for shaded area		Weed Control
1.12	3701 Morrison Ave (Northern Plains Commerce)				
		Mowing (<i>W</i>)	Cleanup	Fertilizing	Weed Control
1.13	526-1/2 Sherwood Ln (Tatley Meadows)				
		Mowing (<i>W</i>)	Cleanup	Fertilizing	Weed Control
1.14	525 W Reno Dr (Southwood)				
		Mowing (<i>W</i>)	Cleanup	Fertilizing	Weed Control
1.15	1740 W Reno Dr (Wachter 7th)				



GROUP 1 2024 BID SHEET - SANITARY SEWER SITES

R - REQUESTED MOWING W - WEEKLY MOWING

		Mowing <i>(W)</i>	Cleanup	Fertilizing	Weed Control
1.16	125 E Reno Dr (Billings & Reno)				
1.17	1244 Michigan Ave (Vacant lot in cul-de-sac)	Mowing <i>(R)</i>	No services for shaded area		Weed Control
1.18	1921 Riverwood Dr (Southport)	Mowing <i>(W)</i>	Cleanup	Fertilizing	Weed Control
1.19	1504 High Creek Place (Creek Place)	Mowing <i>(W)</i>	Cleanup	Fertilizing	Weed Control
1.20	4110 Wrangler Ln (Promontory Point)	Mowing <i>(W)</i>	Cleanup	Fertilizing	Weed Control
1.21	5615 Smette Bend (Clear Sky)	Mowing <i>(W)</i>	Cleanup	Fertilizing	Weed Control

% INCREASE FOR ADDITIONAL YEARS*		
2025	2026	2027
*Percentage based on 2024 bid price		

We the undersigned agree to furnish to the City of Bismarck lawn care services for this Group conforming to the General Specifications at bid prices listed.

Company (Legal Name) _____

Mailing Address _____

(City) (State) (Zip)

Email Address _____

Business Phone _____ Cell Phone _____

Name & Title (Printed) _____

Signature _____

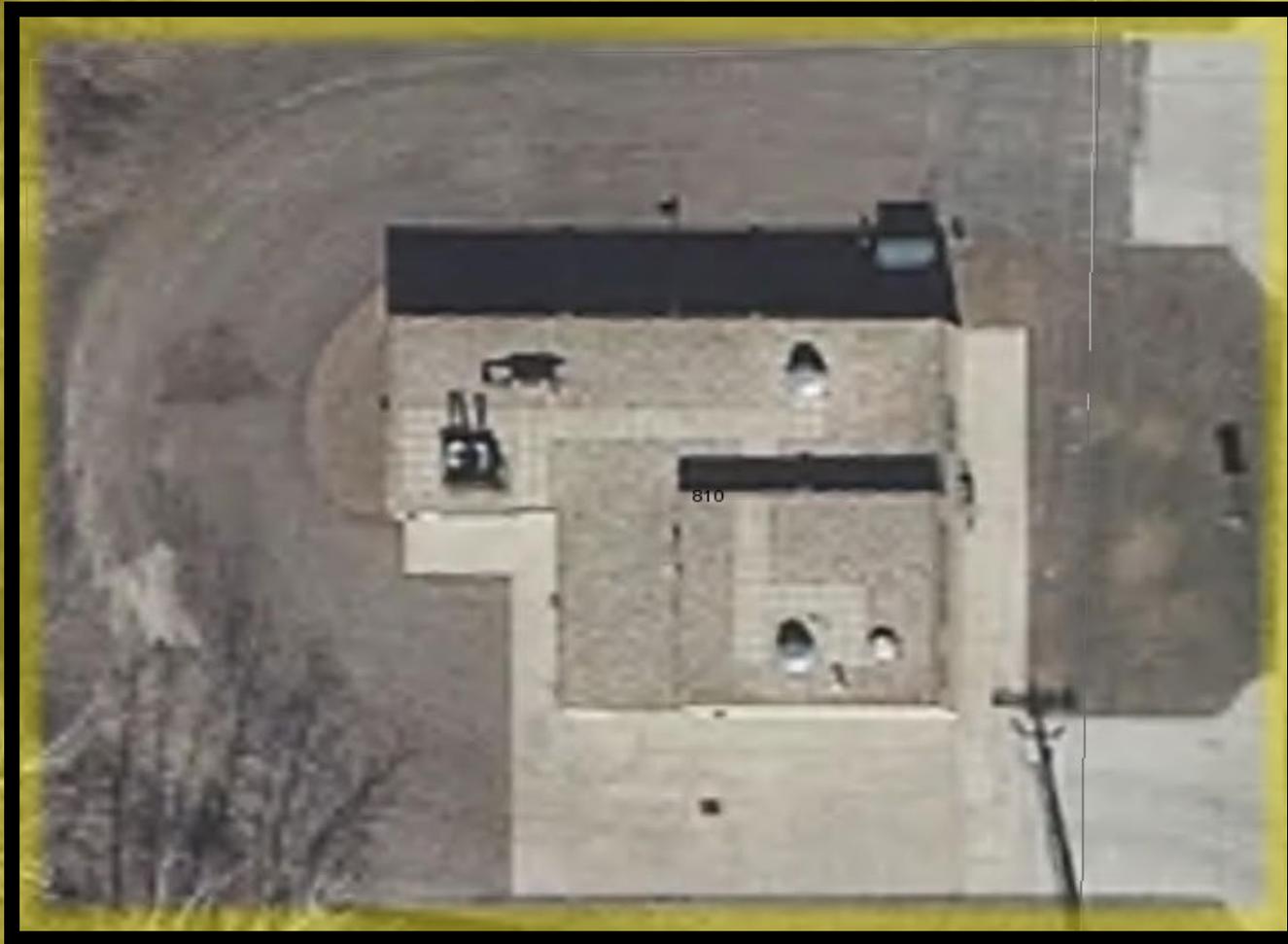
1.1
810 S 26th St
(26th St)

Mowing (W)

Cleanup

Fertilizing

Weed Control



26th St

S 26th St

S 26th St

S 26th St

1.2
3701 E Bismarck Exp
(Hay Creek)

Mowing (W)

Weed Control



1.3
850 E Wachter Ave
(9th and Wachter)

Mowing (W)

Cleanup

Fertilizing

Weed Control





1.4
100 E Indiana Ave
(Washington St)

- Mowing (W)
- Cleanup
- Fertilizing
- Weed Control

S Washington St

W Ingals Ave

504

510

100

114 114 114 114 114 114

114 114 114 114 114 114

114 114 114 114 114 114

E Indiana Ave

E Indiana Ave

E Indiana Ave

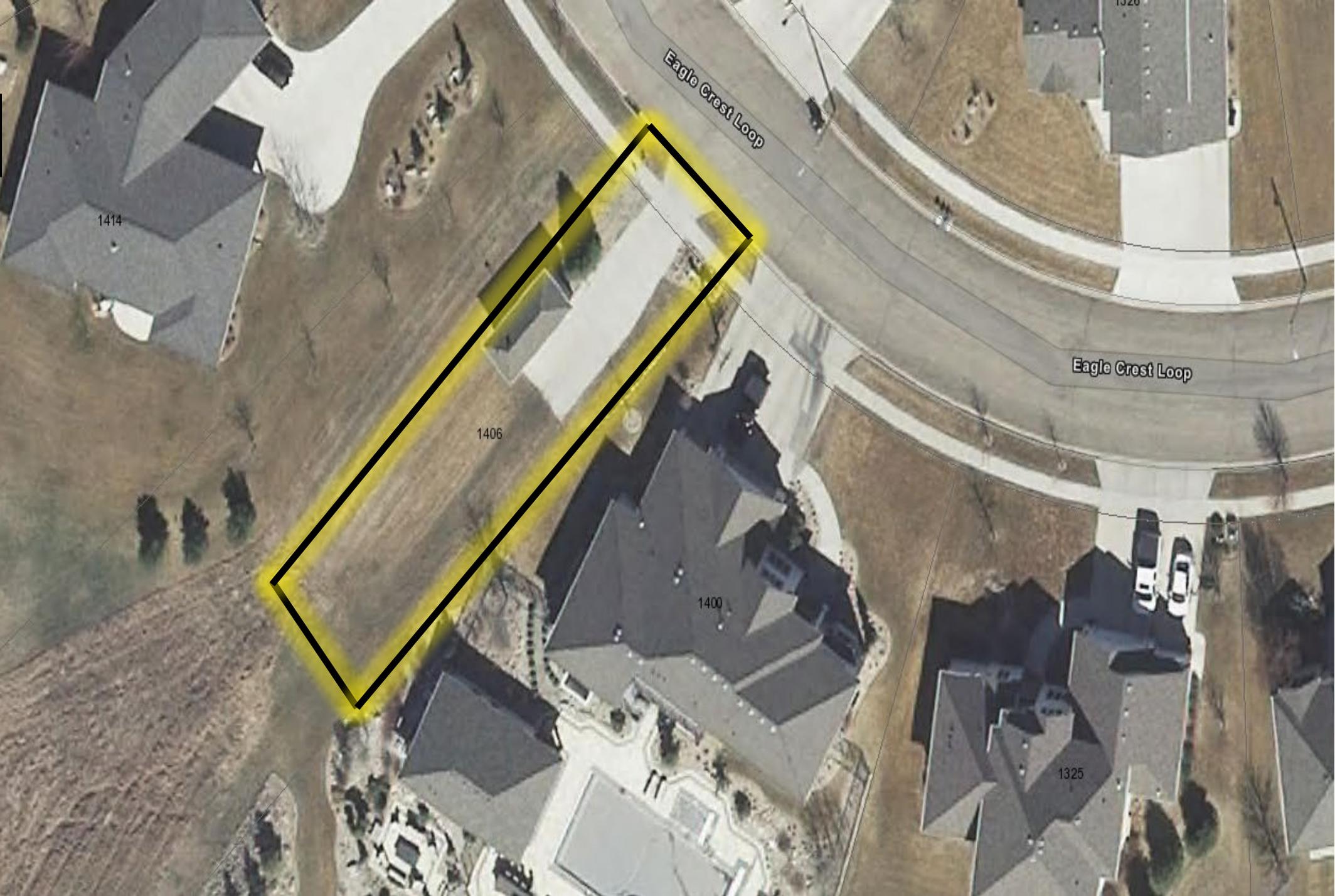
S Washington St

1.5
2516 River Rd
(Pioneer Park)

Mowing (W)
Cleanup
Fertilizing
Weed Control



1.6
1406 Eagle Crest Lp (Eagle Crest)
Mowing (W)
Cleanup
Fertilizing
Weed Control



Eagle Crest Loop

Eagle Crest Loop

1414

1406

1400

1325

1.7
911 Calypso Ave
(Calypso)

Mowing (W)

Cleanup

Fertilizing

Weed Control

Endeavor Pl

Endeavor Pl

Endeavor Pl



911

1.8
4053 Downing St
(Downing)

Mowing (W)

Cleanup

Fertilizing

Weed Control





1.9
3108 Manchester St
(Manchester)

Mowing (W)
Cleanup
Fertilizing
Weed Control

3078

3108

Manchester St

Manchester St

308

1.10
214 Santa Fe Ave
(Santa Fe)

Mowing (W)

Cleanup

Fertilizing

Weed Control





1.11
Whisper Dr & Mills Ave
(Whispering Bay)

Mowing (W)
Weed Control

Mills Ave

Mills Ave

Mills Ave

Mills Ave

Mills Ave

Whisper Dr

Whisper Dr

Whisper Dr

1.12
3701 Morrison Ave
(Northern Plains Commerce)

Mowing (W)

Weed Control

Northern Plains Dr

Northern Plains Dr



1.13
526 ½ Sherwood Ln
(Tatley Meadows)

Mowing (W)
Cleanup
Fertilizing
Weed Control



1400

1.14
525 W Reno Dr
(Southwood)

- Mowing (W)
- Cleanup
- Fertilizing
- Weed Control

1406



S Reno Dr

S Reno Dr

S Reno Dr

S Reno Dr

525

1.15
1740 S Reno Dr
(Wachter 7th)

Mowing (W)
Cleanup
Fertilizing
Weed Control



S Reno Dr

S Reno Dr

S Reno Dr

W Wachter Ave

1740

406

412

1.16
125 E Reno Dr
(Billings & Reno)

Mowing (W)

Cleanup

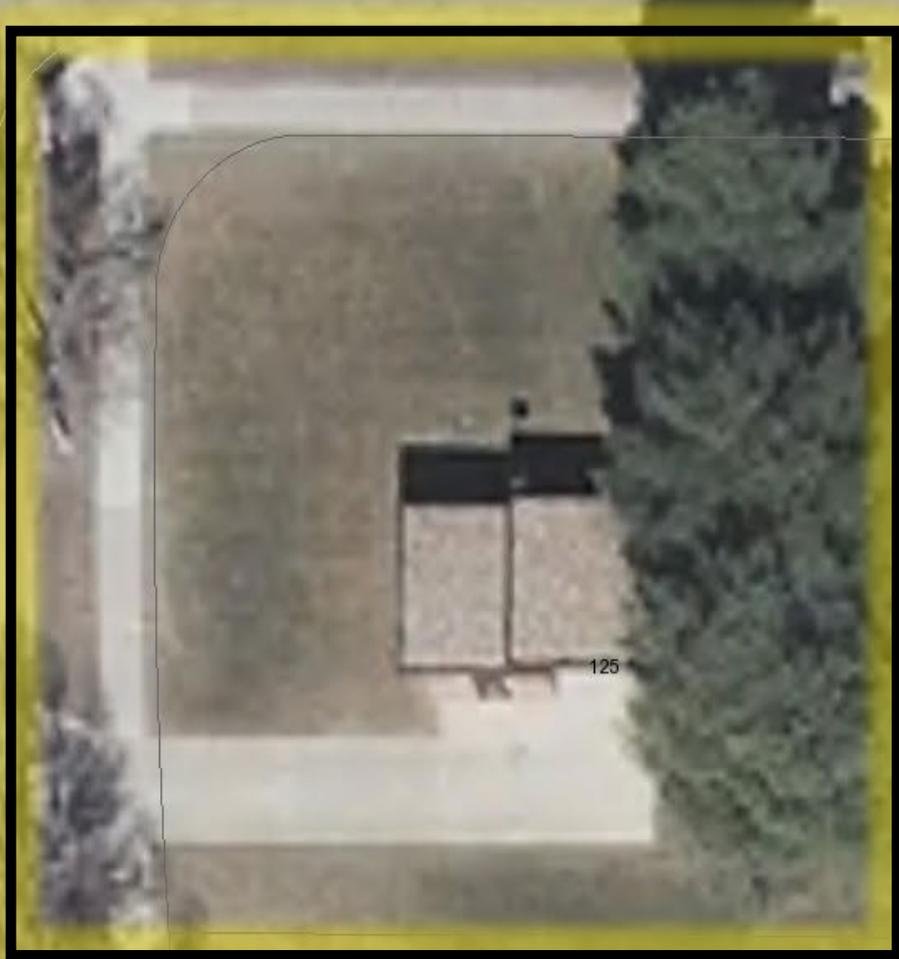
Fertilizing

Weed Control

Billings Dr

Billings Dr

Billings Dr

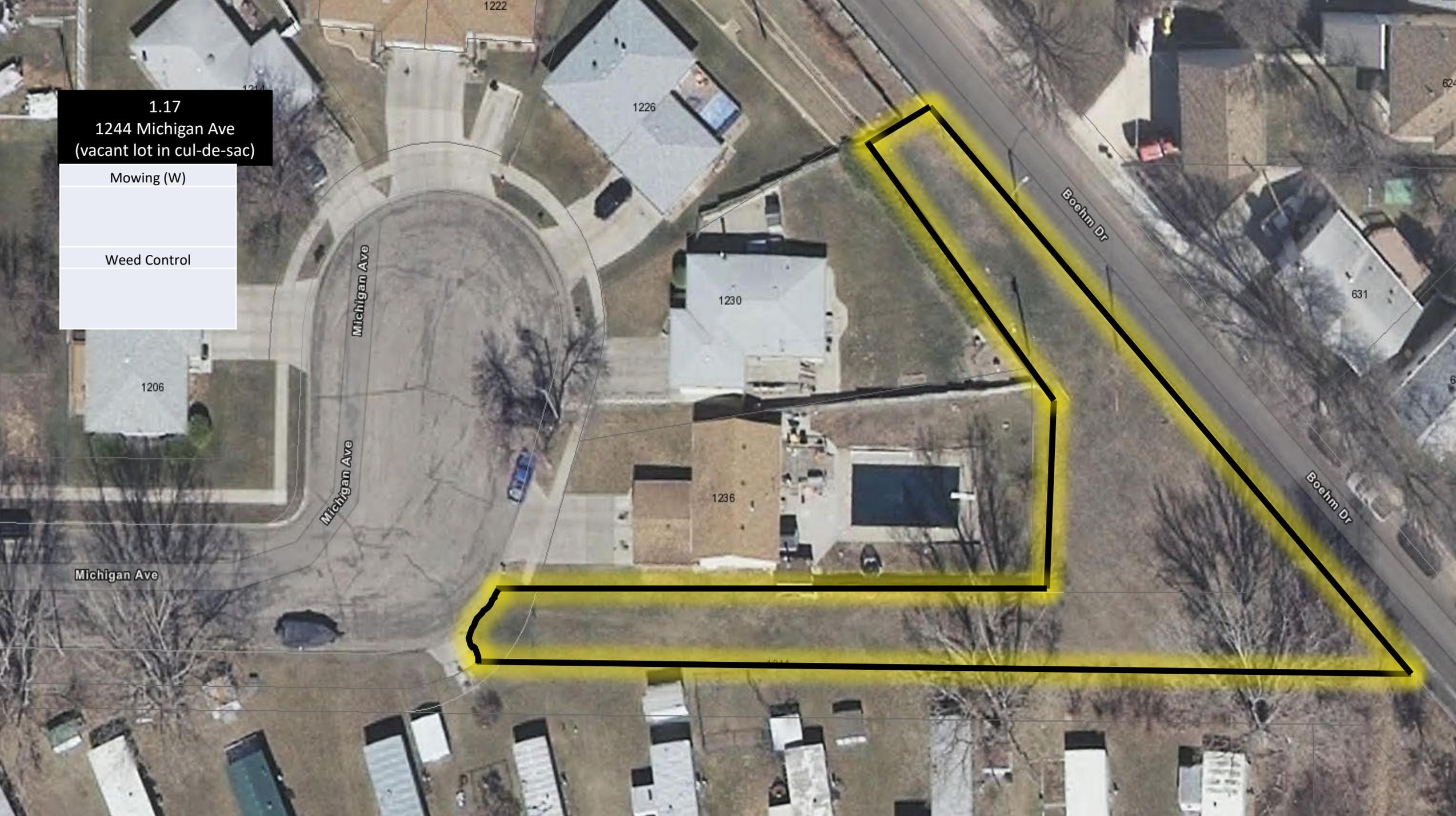


125

1.17
1244 Michigan Ave
(vacant lot in cul-de-sac)

Mowing (W)

Weed Control



Mutineer Pl

RIV

Dr

1.18
1921 Riverwood Dr
(Southport)

Mowing (W)	Cleanup	Fertilizing	Weed Control

1501 MUTINEER PL

Riverwood Dr

Riverwood Dr



1921 RIVERWOOD DR

1.19
1504 High Creek Place
(Creek Place)

Mowing (W)
Cleanup
Fertilizing
Weed Control



1.20
4110 Wrangler Ln
(Promontory Point)

Mowing (W)
Cleanup
Fertilizing
Weed Control





1.21
5615 Smette Bend
(Clear Sky)

- Mowing (W)
- Cleanup
- Fertilizing
- Weed Control

5611 SMETTE BND

5615 SMETTE BND

5619 SMETTE BND

5623 SMETTE BND

5627 SMETTE BND

Smette Bend

SMETTE BND

ette Bnd

5616 S

5604 HOLMES DR

5605 DR

5603 HOLMES DR



GROUP 2 2024 BID SHEET - WATER DISTRIBUTION SITES

R - REQUESTED MOWING W - WEEKLY MOWING

Site	Location	Mowing (R)			Weed Control
2.1	2801 Clydesdale Dr (Northwest)		No services for shaded area		
		Mowing (R)			Weed Control
2.2	440 Ash Coulee Dr (43rd Ave Tower)		No services for shaded area		
		Mowing (R)			Weed Control
2.3A	1602 E Divide Ave (16th St & Divide Ave)		No services for shaded area		
		Mowing (W)	Cleanup	No services	Weed Control
2.3B	1602 E Divide Ave (16th St & Divide Ave)				
		Mowing (R)			Weed Control
2.4	1701 Edwards Ave (West End)		No services for shaded area		
		Mowing (R)			Weed Control
2.5A	1019 N 31st St (31st & Crocus Ave)		No services for shaded area		
					Weed Control
2.5B	1019 N 31st St (31st & Crocus Ave)		No services for shaded area		
		Mowing (W)			Weed Control
2.6	2220 E Ave F (Hillside)		No services for shaded area		
		Mowing (R)			Weed Control
2.7	1101 NE 43rd Ave (Lockport)		No services for shaded area		
		Mowing (W)			Weed Control
2.8	610 S 10th St (Vacant Lot)		No services for shaded area		

% INCREASE FOR ADDITIONAL YEARS*		
2025	2026	2027
*Percentage based on 2024 bid price		

We the undersigned agree to furnish to the City of Bismarck lawn care services for this Group conforming to the General Specifications at bid prices listed.

Company (Legal Name) _____

Mailing Address _____

(City) (State) (Zip)

Email Address _____

Business Phone _____ Cell Phone _____

Name & Title (Printed) _____

Signature _____

2.1
2801 Clydesdale Dr
(Northwest)

Mowing (R)
Weed Control

Clydesdale Dr

Clydesdale Dr

W Interstate Ave

1521

2720

2801

1631

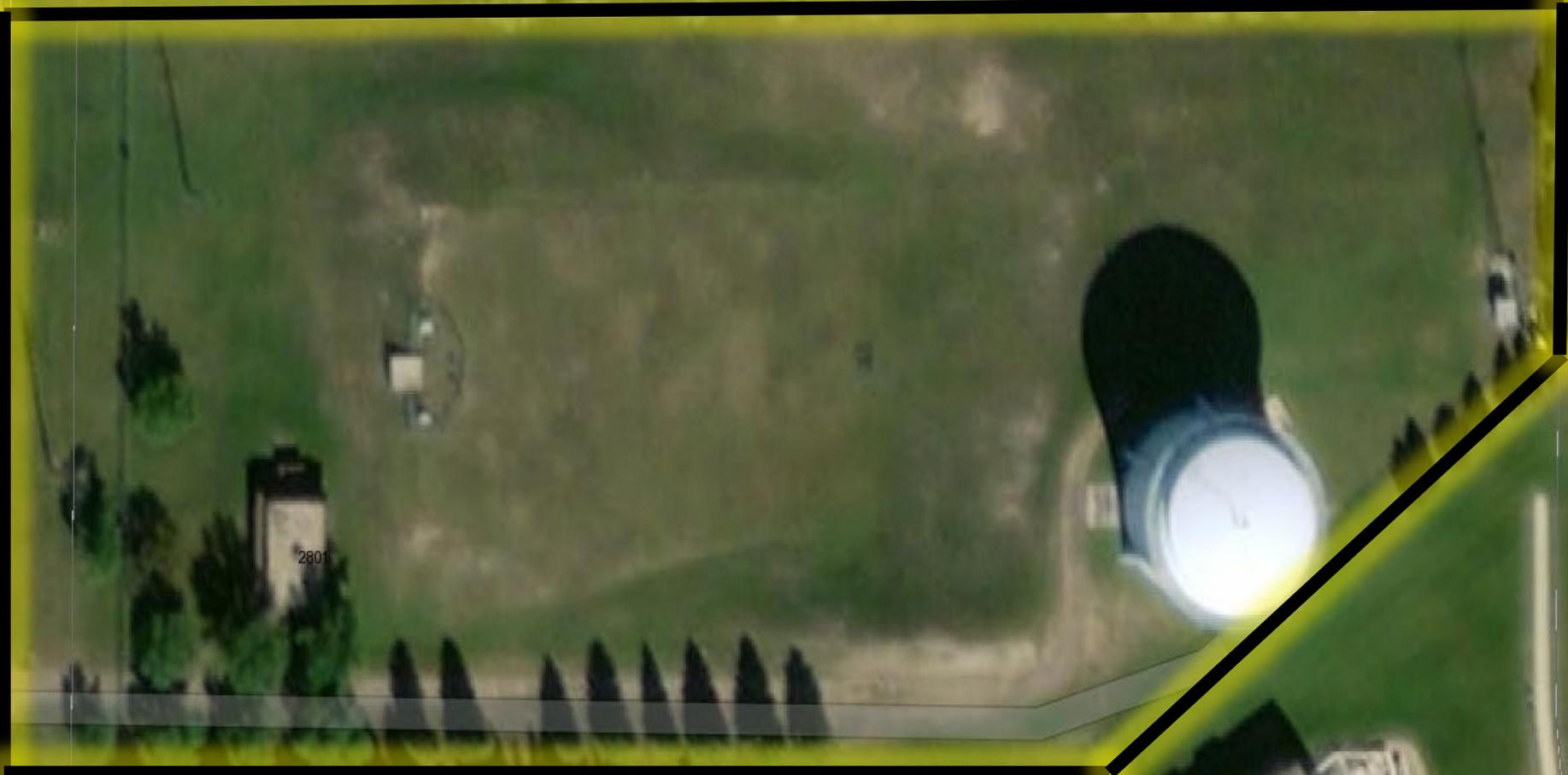
2710

1200

MDU

1637

B-115-78



2.2
440 Ash Coulee Dr
(43rd Tower)

Mowing (R)
Weed Control



440

Ash Coulee Dr



2.3A
1602 E Divide Ave
(16th and Divide)

Mowing (R)

Weed Control

N 16th St

N 16th St

Google

1602

1520

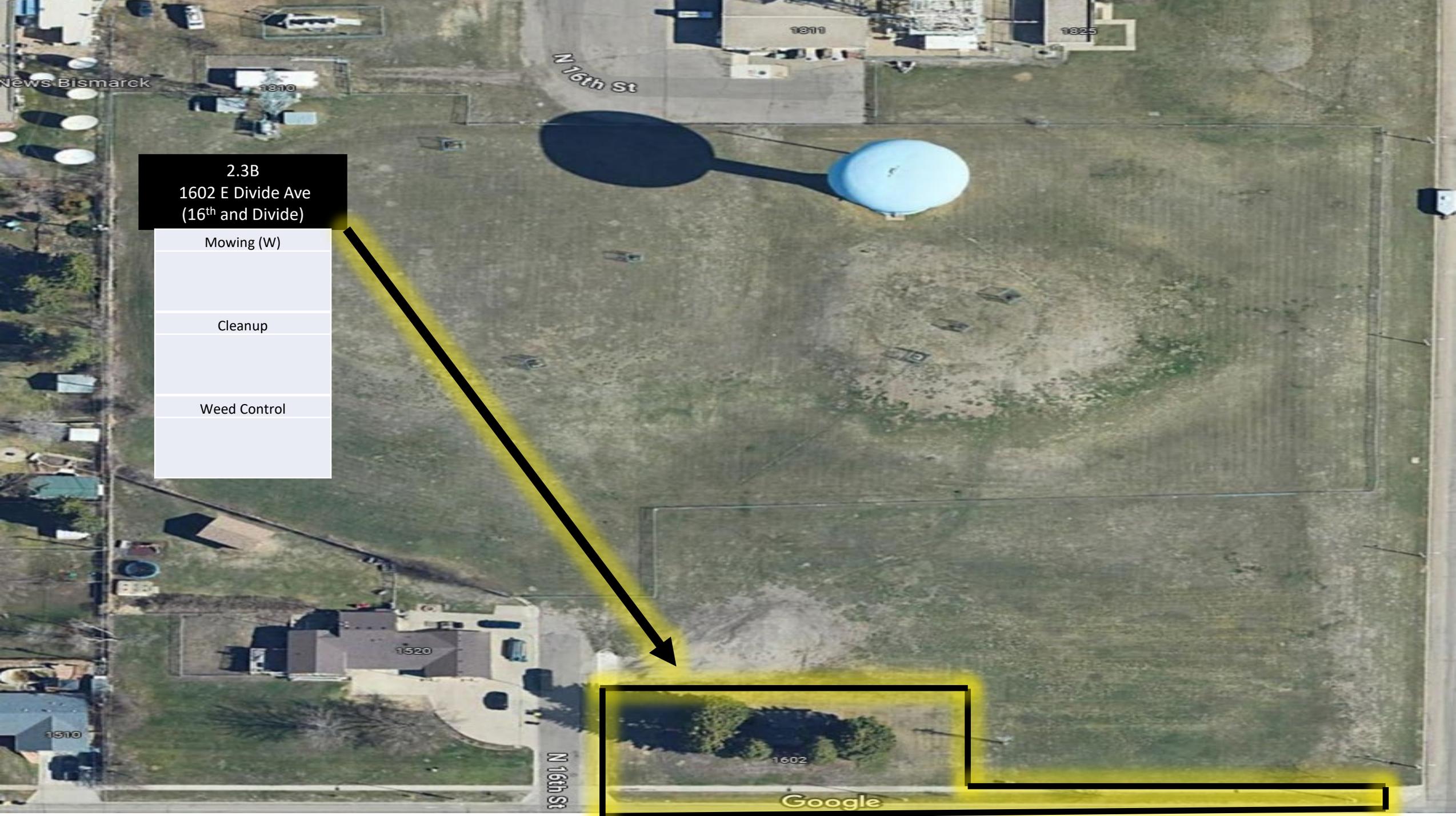
1510

1810

1811

1825

News Bismarck



2.3B
1602 E Divide Ave
(16th and Divide)

Mowing (W)

Cleanup

Weed Control

1602

Google

N 16th St

N 16th St

News Bismarck

1810

1811

1825

1510

1520

2.4
1701 Edwards Ave
(West End)

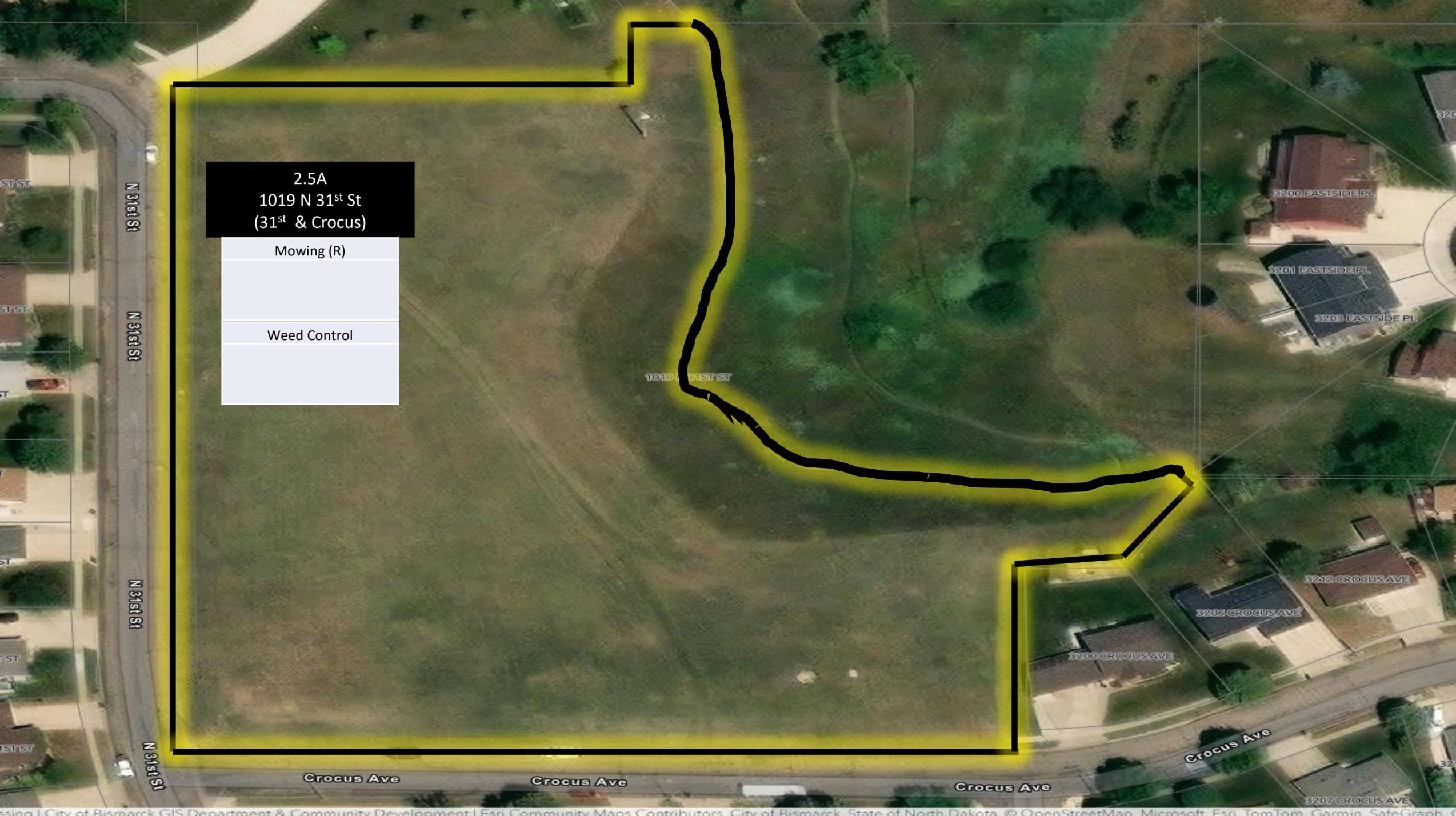
- Mowing (R)
- Weed Control



2.5A
1019 N 31st St
(31st & Crocus)

Mowing (R)

Weed Control



2.5B
1019 N 31st St
(31st & Crocus)

Weed Control

1019 N 31st St

3200 EASTSIDE PL

3201 EASTSIDE PL

3203 EASTSIDE PL

3212 CROCUS AVE

3206 CROCUS AVE

3200 CROCUS AVE

Crocus Ave

Crocus Ave

Crocus Ave

Crocus Ave

3207 CROCUS AVE

2.6
2220 E Ave F
(Hillside)

Mowing (W)

Weed Control

2220



2220



NE

43rd Ave NE

43rd Ave NE

43rd Ave NE

43rd Ave NE

2.7
1101 NE 43rd Ave
(Lockport)

Mowing (R)

Weed Control

Lockport St

Lockport St

Lockport St



4217

Breton Dr

Breton Dr

Breton Dr

4111



1101

1804

State St

1804

State St

State St

2.8
616 S 10th St
(Vacant Lot)

Mowing (W)

Weed Control



S 10th St

S 10th St

S 10th St

Michigan Ave

600

600

600

600

626



GROUP 3 2024 BID SHEET - BISMARCK PUBLIC LIBRARY

R - REQUESTED MOWING W - WEEKLY MOWING

Site	Location	Mowing (<i>W</i>)	Cleanup
3.1	515 N 5th St Bismarck Public Library (Clippings must be bagged with each mowing)		

% INCREASE FOR ADDITIONAL YEARS*		
2025	2026	2027

*Percentage based on 2024 bid price

We the undersigned agree to furnish to the City of Bismarck lawn care services for this Group conforming to the General Specifications at bid prices listed.

Company (Legal Name) _____

Mailing Address _____

_____ (City) (State) (Zip)

Email Address _____

Business Phone _____ Cell Phone _____

Name & Title (Printed) _____

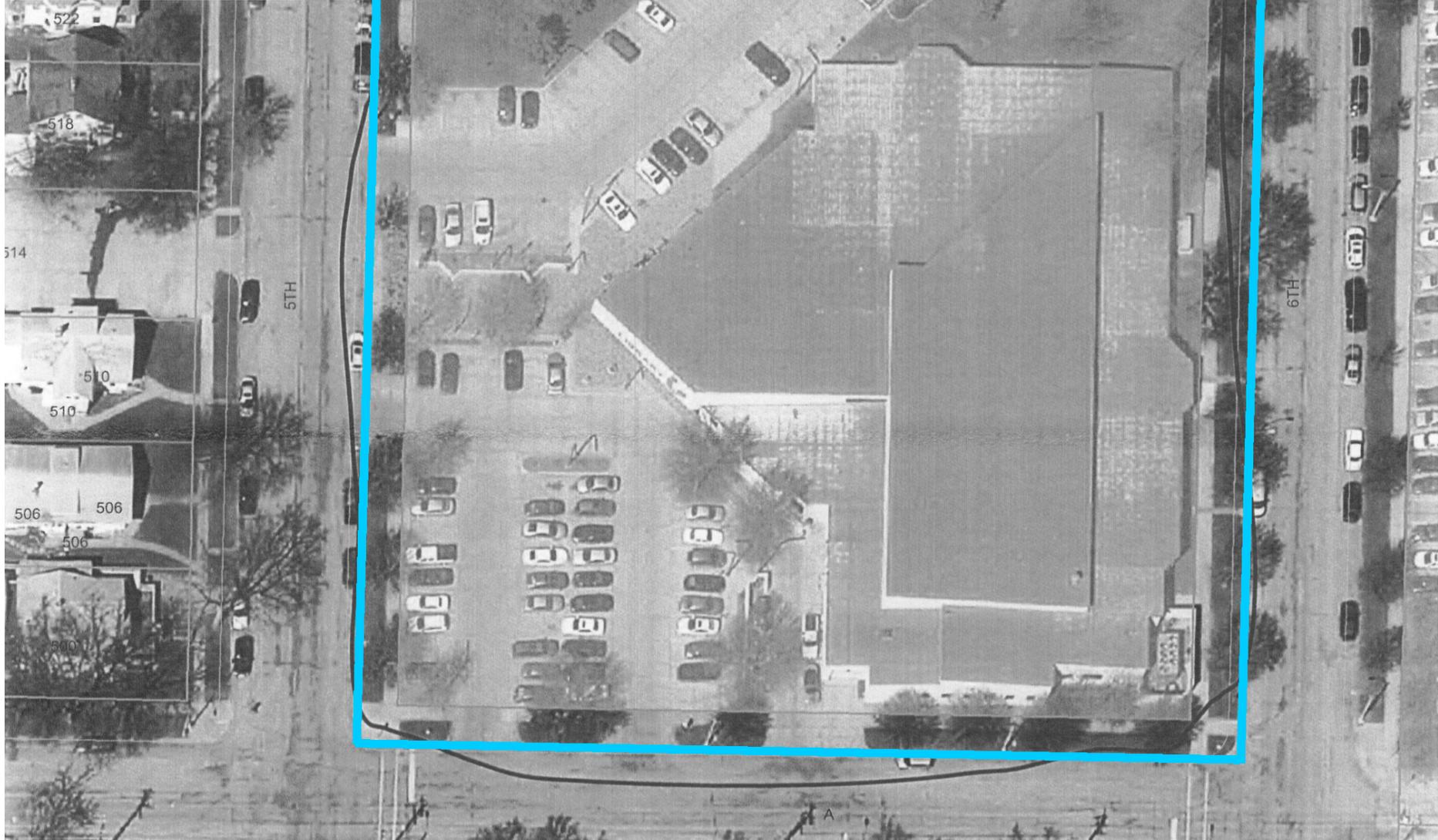
Signature _____

3.1

Bismarck Public Library

*Bag clippings with each mowing

Mowing (W)	Cleanup





GROUP 4 2024 BID SHEET - PUBLIC WORKS

R - REQUESTED MOWING W - WEEKLY MOWING

Site	Location	Mowing (<i>W</i>)	Cleanup	Fertilizing	Weed Control
4.1	601 S 26th St Public Works (See Map)				

% INCREASE FOR ADDITIONAL YEARS*		
2025	2026	2027
*Percentage based on 2024 bid price		

We the undersigned agree to furnish to the City of Bismarck lawn care services for this Group conforming to the General Specifications at bid prices listed.

Company (Legal Name) _____

Mailing Address _____

(City) (State) (Zip)

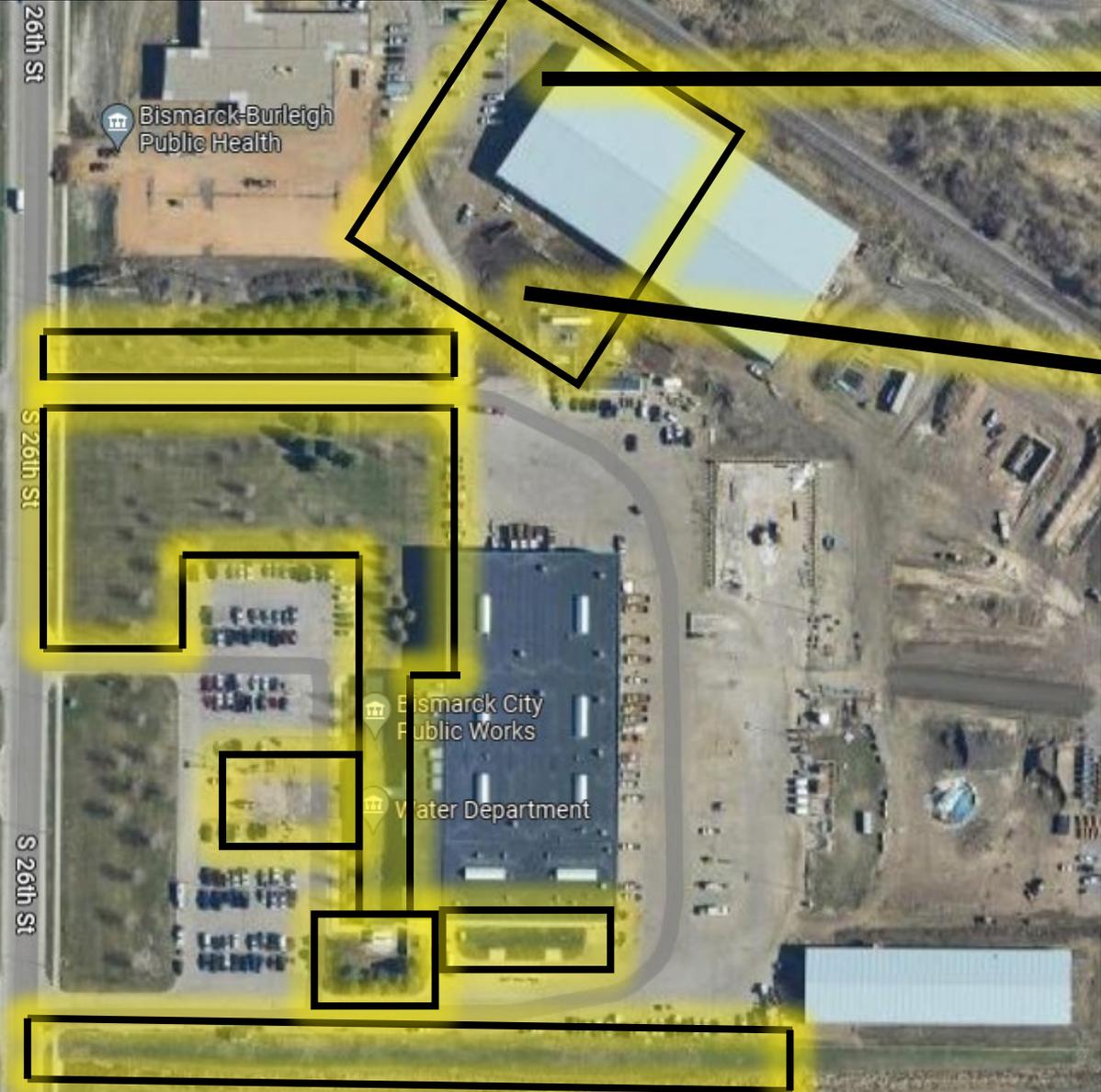
Email Address _____

Business Phone _____ Cell Phone _____

Name & Title (Printed) _____

Signature _____

4.1
Public Works
601 S 26th Street



Mowing (W)	Cleanup	Fertilizing	Weed Control



GROUP 5 2024 BID SHEET - WASTEWATER TREATMENT PLANT

R - REQUESTED MOWING W - WEEKLY MOWING

Site	Location	Mowing (<i>W</i>)
5.1	601 London Ave Wastewater Treatment Plant (see map)	
		Mowing (<i>R</i>)
5.2	601 London Ave (ditches) from main gate to tree rows and East/West fence line (Russian Olive Tree rows)	
		Mowing (<i>R</i>)
5.3	601 London Ave Holding pond areas (bottoms not included)	

% INCREASE FOR ADDITIONAL YEARS*		
2025	2026	2027

*Percentage based on 2024 bid price

We the undersigned agree to furnish to the City of Bismarck lawn care services for this Group conforming to the General Specifications at bid prices listed.

Company (Legal Name) _____

Mailing Address _____

(City) (State) (Zip)

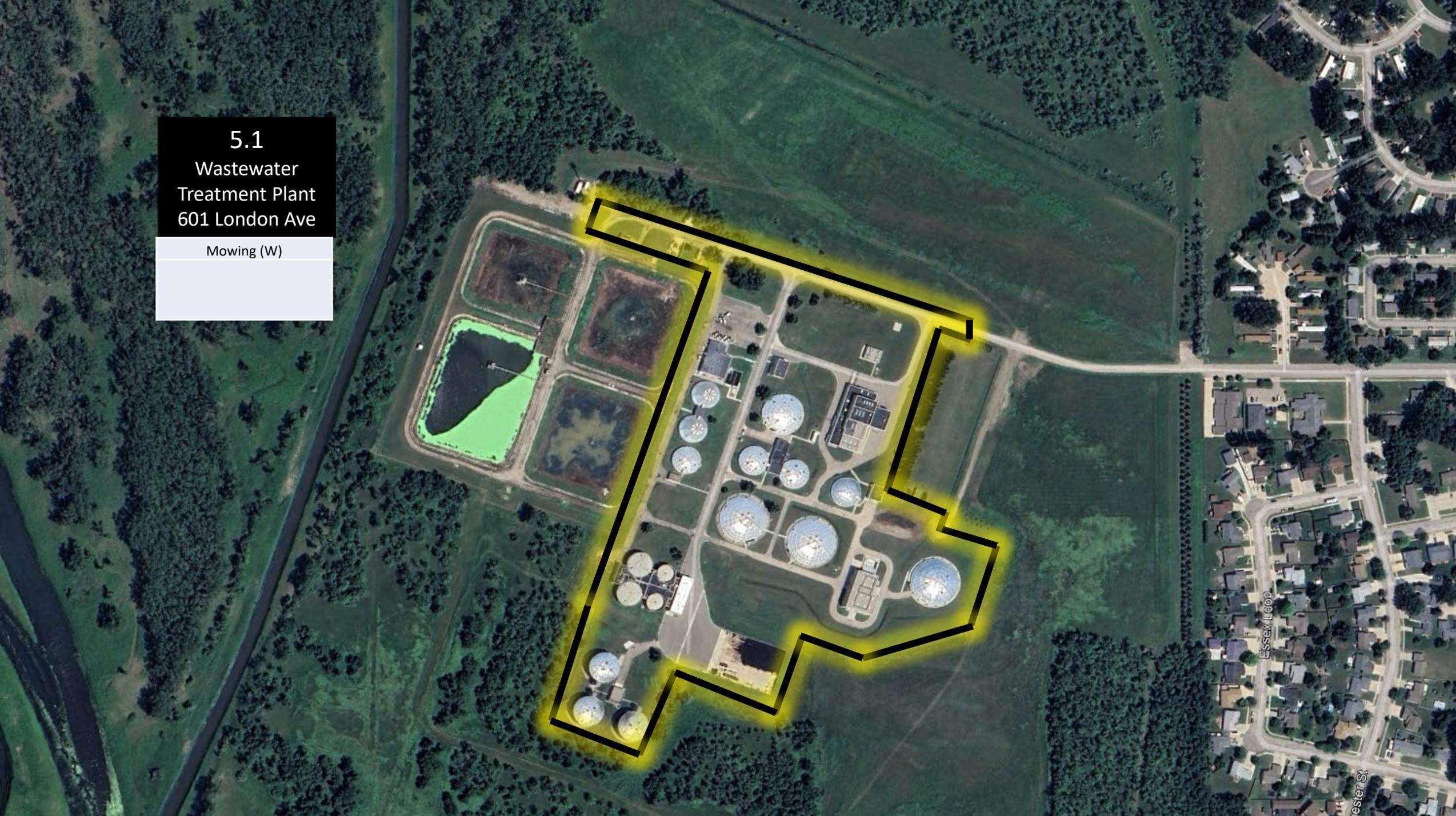
Email Address _____

Business Phone _____ Cell Phone _____

Name & Title (Printed) _____

Signature _____

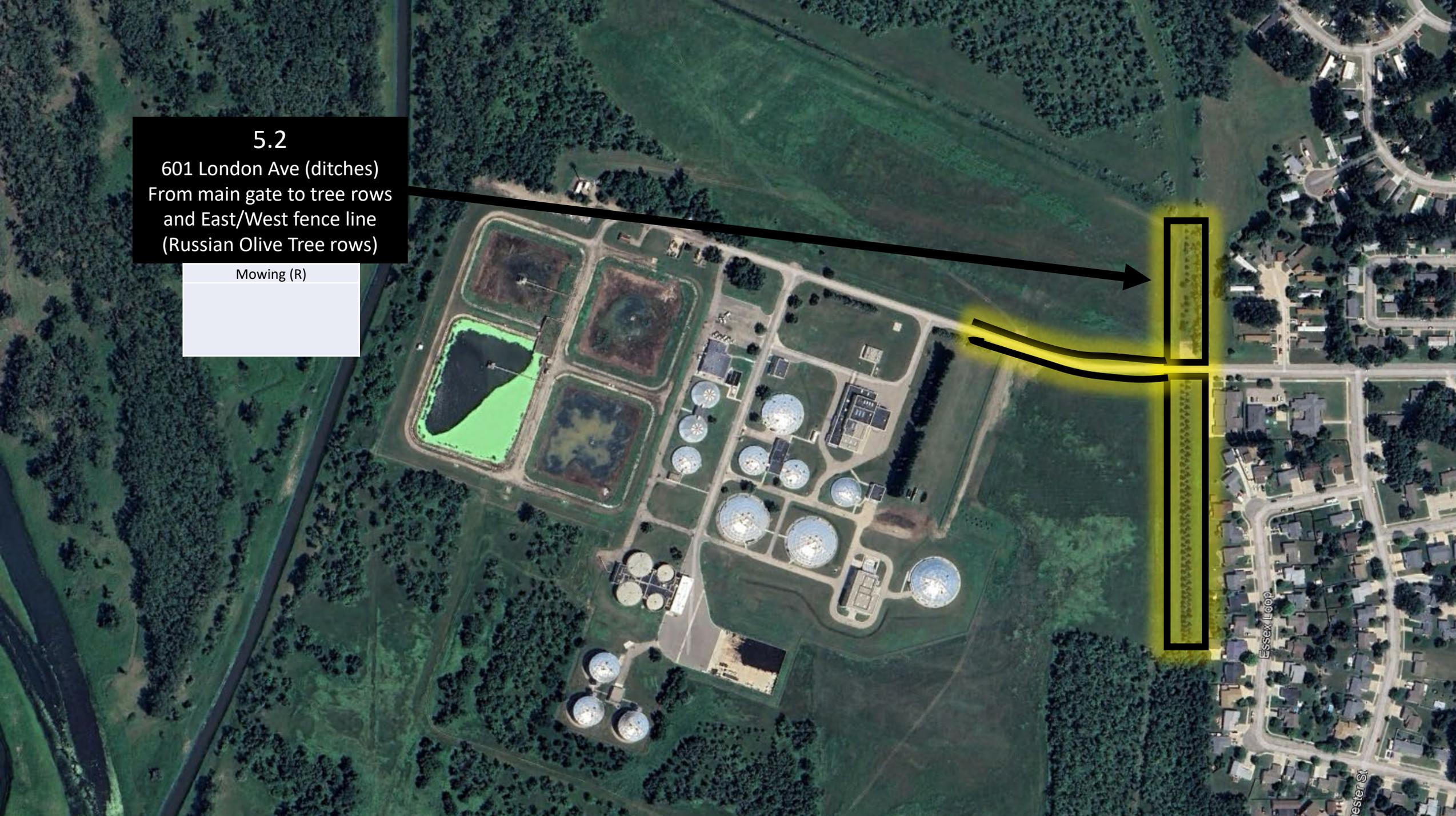
5.1
Wastewater
Treatment Plant
601 London Ave
Mowing (W)



5.2

601 London Ave (ditches)
From main gate to tree rows
and East/West fence line
(Russian Olive Tree rows)

Mowing (R)



5.3

601 London Ave
Holding pond areas
(bottoms not included)

Mowing (R)





GROUP 6 2024 BID SHEET - WATER TREATMENT PLANT

R - REQUESTED MOWING W - WEEKLY MOWING

Site	Location	Mowing (<i>R</i>)	Cleanup	Fertilizing	Weed Control
6.1	615 River Rd Water Treatment Plant (Main Area)				
		Mowing (<i>W</i>)	Cleanup	Fertilizing	Weed Control
6.2	615 River Rd Water Treatment Plant (Outside fence & lift station)				
		Mowing (<i>W</i>)	Cleanup	Fertilizing	Weed Control
6.3	615 River Rd Water Treatment Plant (North Area)				

% INCREASE FOR ADDITIONAL YEARS*		
2025	2026	2027

*Percentage based on 2024 bid price

We the undersigned agree to furnish to the City of Bismarck lawn care services for this Group conforming to the General Specifications at bid prices listed.

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Mailing Address _____

(City) (State) (Zip)

Email Address _____

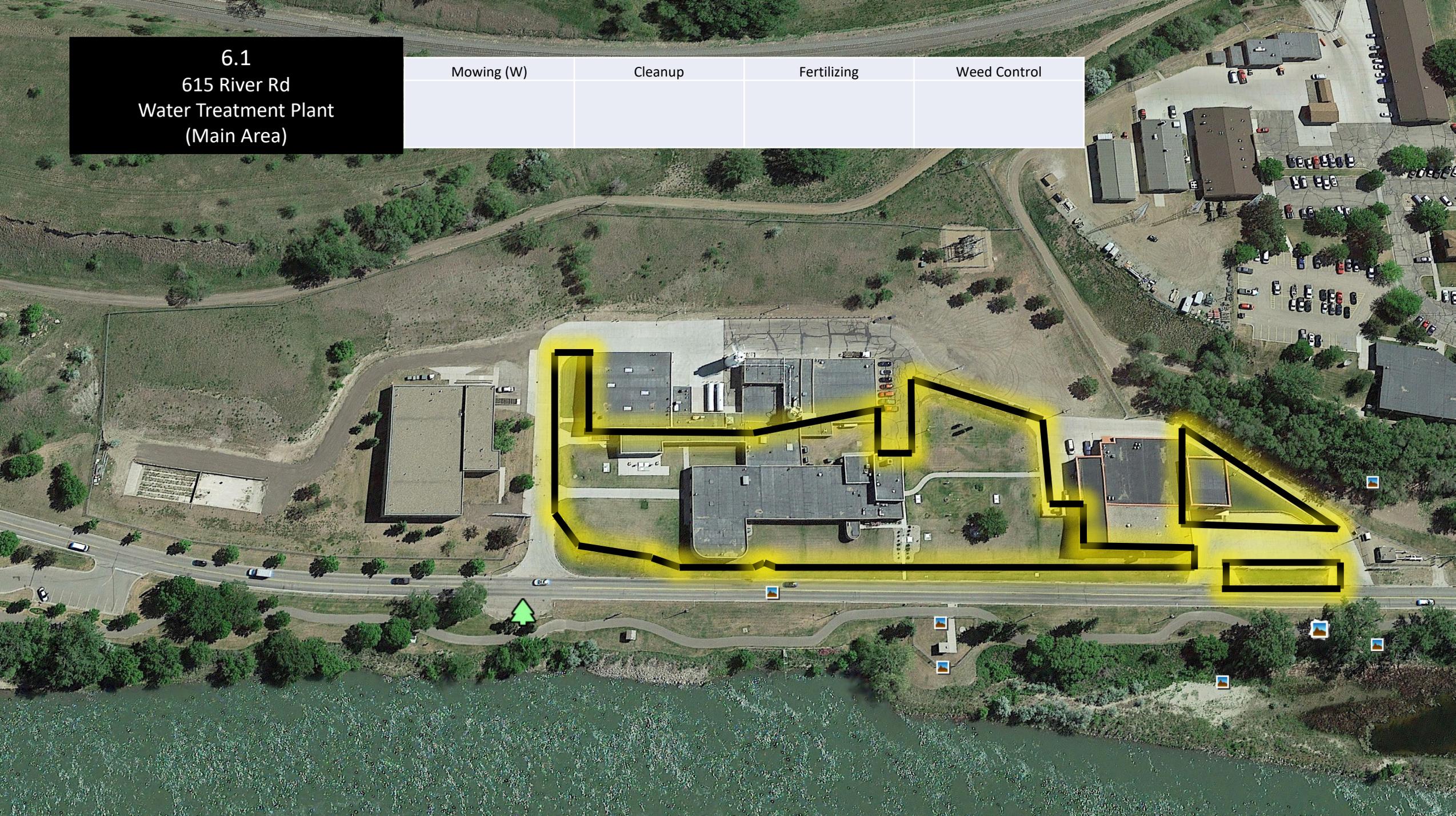
Business Phone _____ Cell Phone _____

Name & Title (Printed) _____

Signature _____

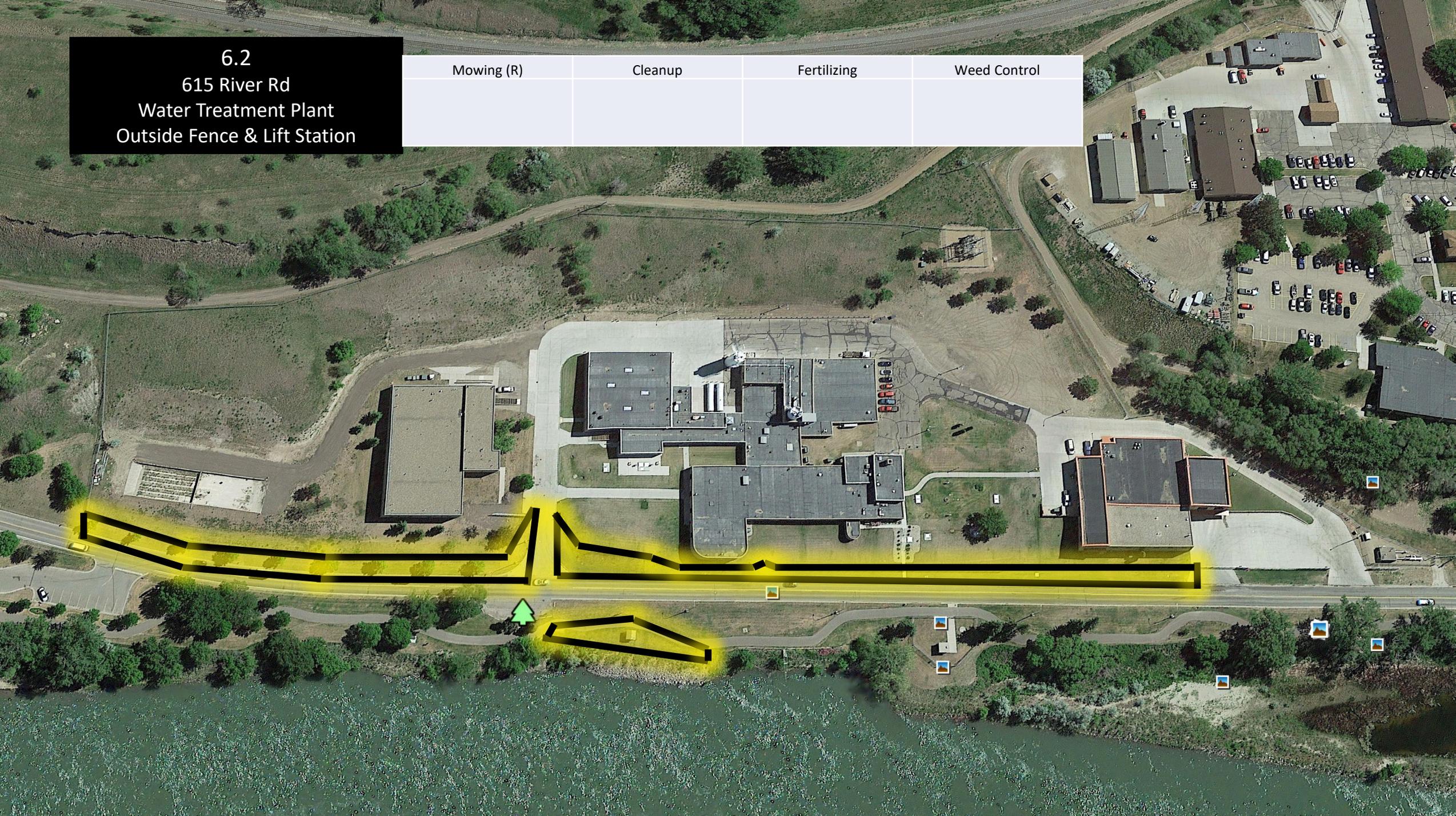
6.1
615 River Rd
Water Treatment Plant
(Main Area)

Mowing (W)	Cleanup	Fertilizing	Weed Control



6.2
615 River Rd
Water Treatment Plant
Outside Fence & Lift Station

Mowing (R)	Cleanup	Fertilizing	Weed Control



6.3

615 River Rd
Water Treatment Plant
(North Area)

Mowing (R)





GROUP 7 2024 BID SHEET - ROADS & STREETS

R - REQUESTED MOWING

W - WEEKLY MOWING

Site	Location	Mowing (W)	Mowing (R)
7.1	Bismarck Expressway (17th & 18th St)		
		Mowing (W)	Mowing (R)
7.2	Boulevard Avenue (4th & 10th St)		
		Mowing (W)	Mowing (R)
7.3 (1)	Century Ave (19th St to Arizona Dr)		
		Mowing (W)	Mowing (R)
7.3 (2)	Century Ave (State St to 19th St)		
		Mowing (W)	Mowing (R)
7.3 (3)	Century Ave (Manitoba Ln to State St)		
		Mowing (W)	Mowing (R)
7.3 (4)	Century Ave (Hackberry St to Manitoba Ln)		
		Mowing (W)	Mowing (R)
7.3 (5)	Century Ave (Springfield St to Hackberry St)		
		Mowing (W)	Mowing (R)
7.3 (6)	Century Ave (Tyler Parkway to Springfield St)		
		Mowing (W)	Mowing (R)
7.3 (7)	Century Ave (Valley Forge St to Centennial)		
		Mowing (W)	Mowing (R)
7.4	Liberty Memorial Bridge Park		

Site	Location	Mowing (W)	Mowing (R)
7.5	Bismarck Expressway (W of Washington St to Missouri River Bridge, between Bismarck Expy & Riverwood Dr by Pony Express)		
		Mowing (W)	Mowing (R)
7.6 (1)	North Washington Center Islands (Lasalle Dr to 57th Ave)		
		Mowing (W)	Mowing (R)
7.6 (2)	North Washington Center Islands (Durango Dr to Lasalle Dr)		
		Mowing (W)	Mowing (R)
7.6 (3)	North Washington Center Islands (Durango Dr to 43rd Ave)		
		Mowing (W)	Mowing (R)
7.7	Ash Coulee Dr (Island on W side of N. Washington St)		
		Mowing (W)	Mowing (R)
7.8	Centennial Road (Trenton Ave to Century Ave, 4 locations)		
		Mowing (W)	Mowing (R)
7.9 (1)	43rd Ave Center Islands (Montreal St to Ottawa St)		
		Mowing (W)	Mowing (R)
7.9 (2)	43rd Ave Center Islands (State St to 19th St)		
		Mowing (W)	Mowing (R)
7.9 (3)	43rd Ave Center Islands (19th St to 26th St)		

% INCREASE FOR ADDITIONAL YEARS*

2025	2026	2027

*Percentage based on 2024 bid price

We the undersigned agree to furnish to the City of Bismarck lawn care services for this Group conforming to the General Specifications at bid prices listed.

Company (Legal Name) _____

Mailing Address _____

(City) _____ (State) _____ (Zip) _____

Email Address _____

Business Phone _____ Cell Phone _____

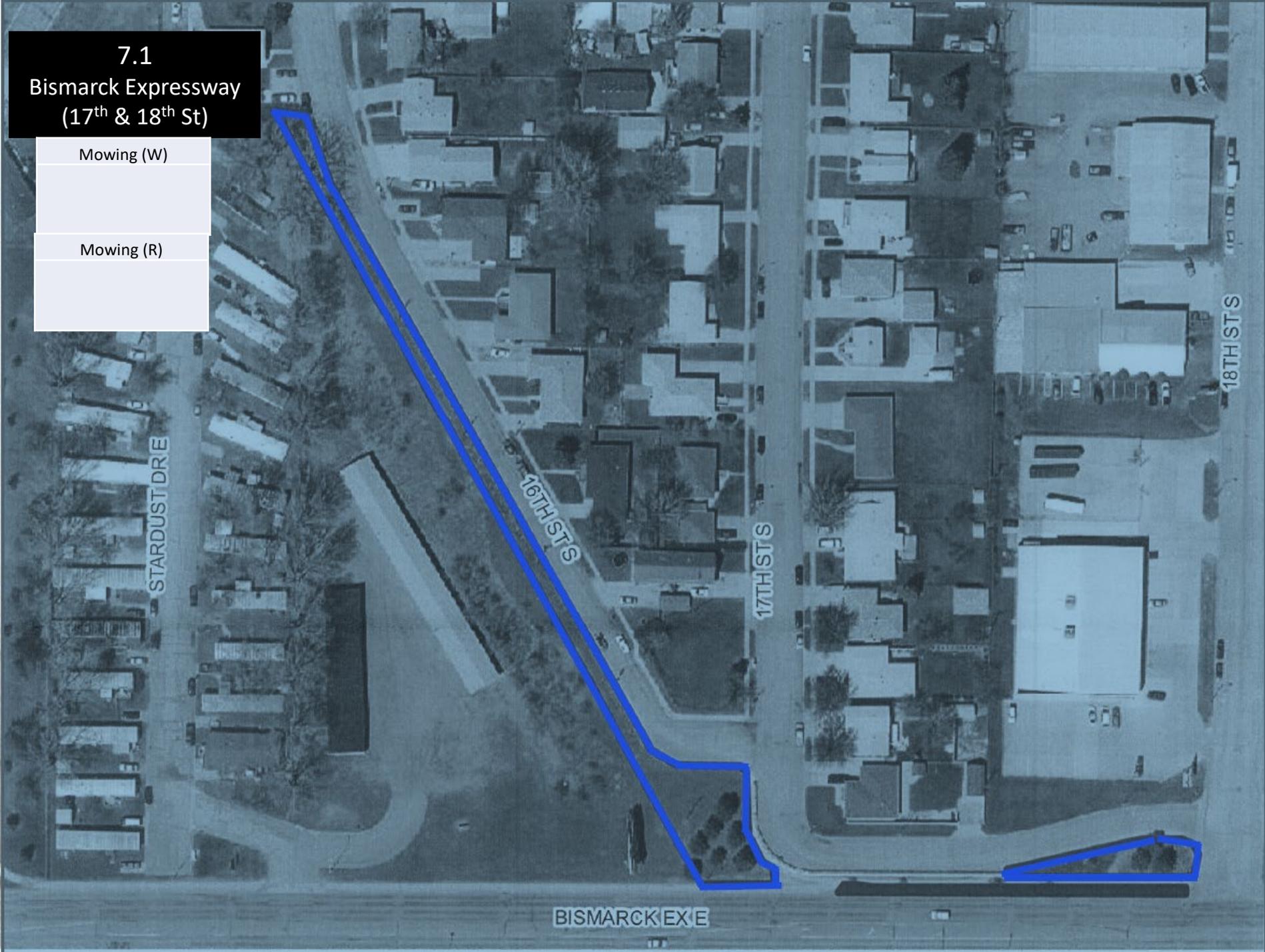
Name & Title (Printed) _____

Signature _____

7.1
Bismarck Expressway
(17th & 18th St)

Mowing (W)

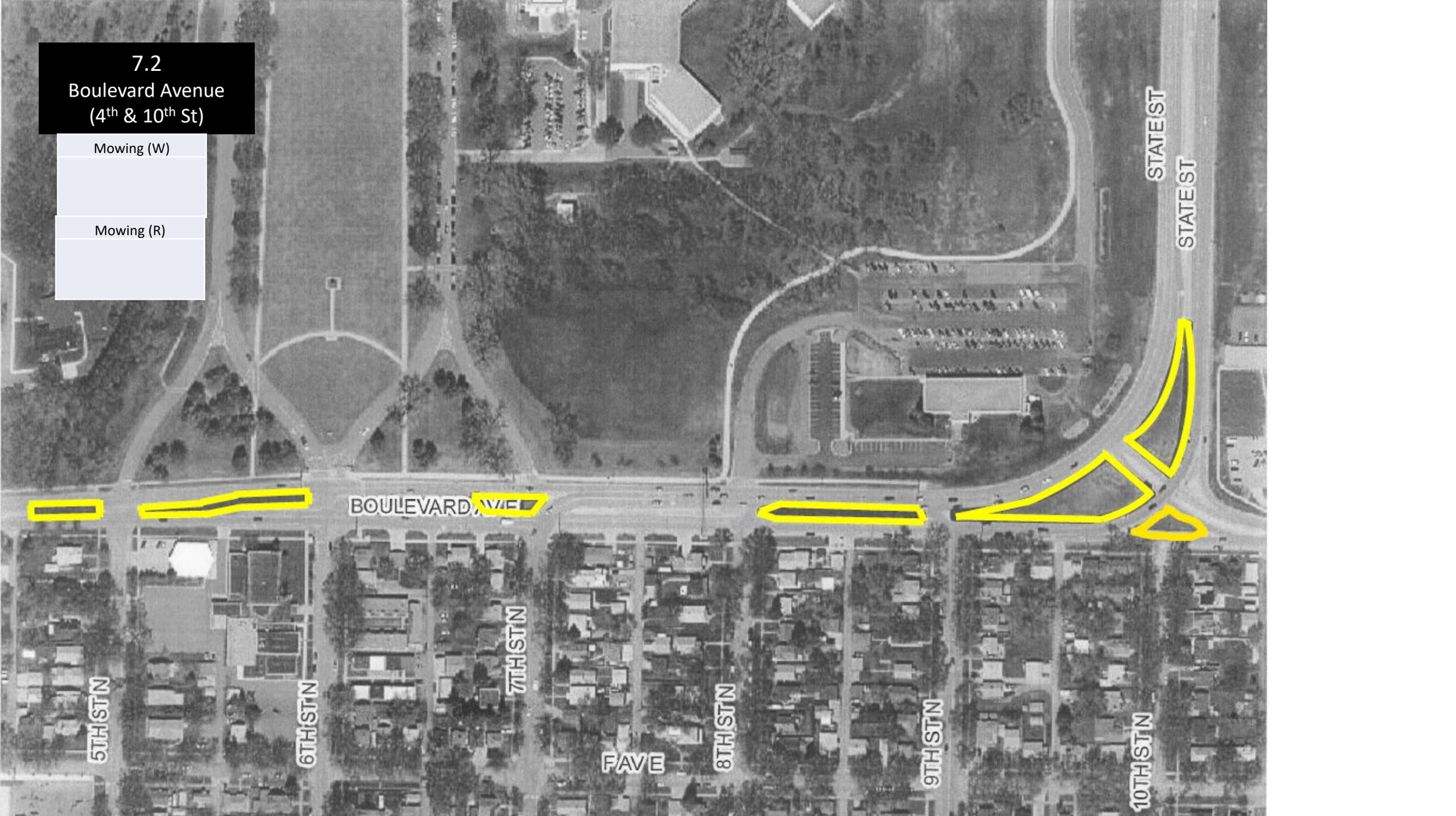
Mowing (R)



7.2
Boulevard Avenue
(4th & 10th St)

Mowing (W)

Mowing (R)



5TH STN

6TH STN

7TH STN

8TH STN

9TH STN

10TH STN

BOULEVARD AVE

STATE ST

STATE ST

FAVE

7.3 (1)

Century Ave
(19th St to Arizona Dr)

Mowing (W)

Mowing (R)

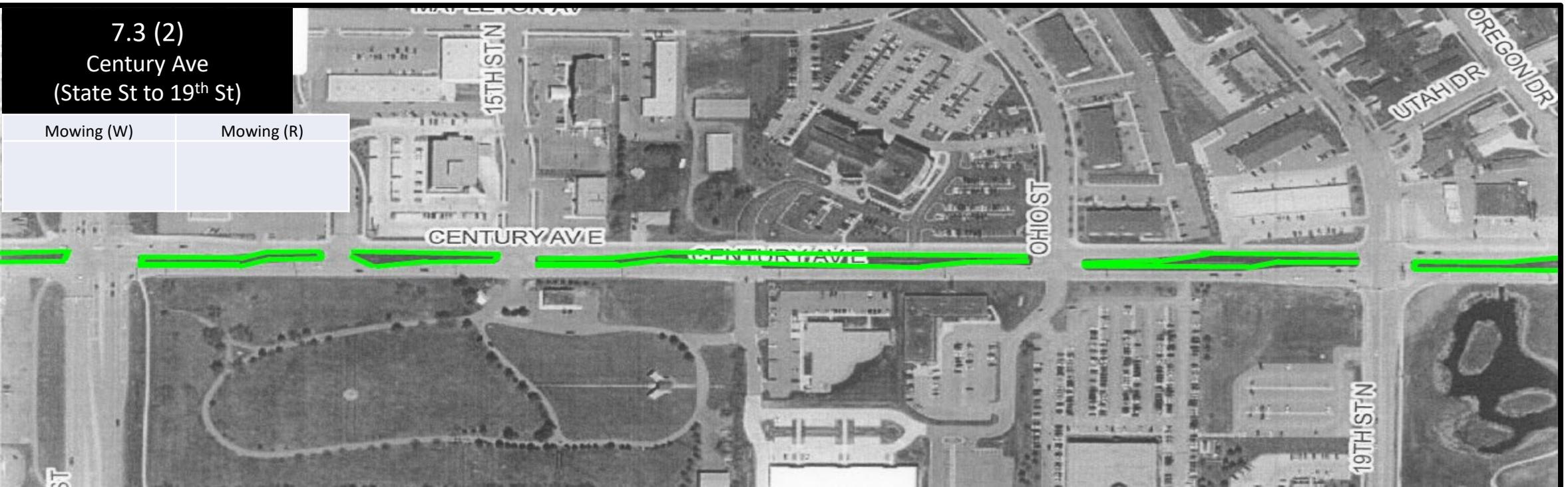


7.3 (2)

Century Ave
(State St to 19th St)

Mowing (W)

Mowing (R)



7.3 (3)
Century Ave
(Manitoba Ln to State St)

Mowing (W)	Mowing (R)



7.3 (4)
Century Ave
(Hackberry St to Manitoba Ln)

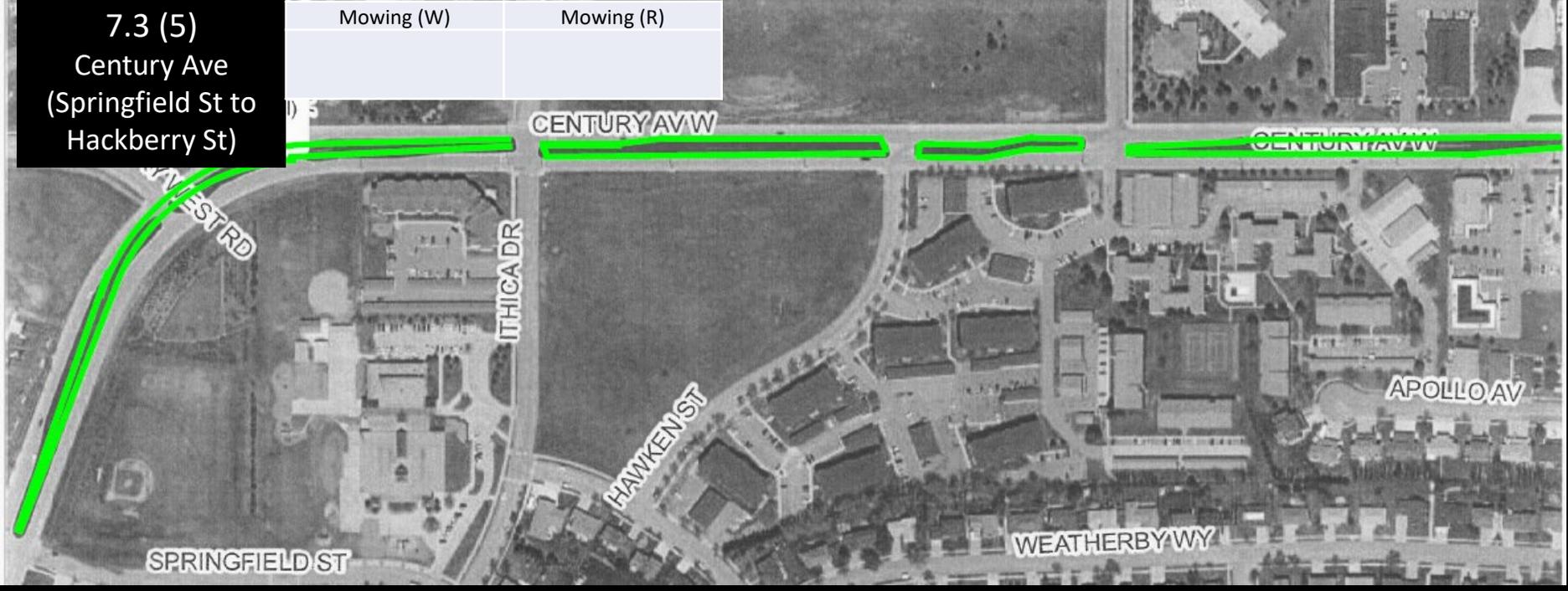
Mowing (W)	Mowing (R)



7.3 (5)

Century Ave
(Springfield St to
Hackberry St)

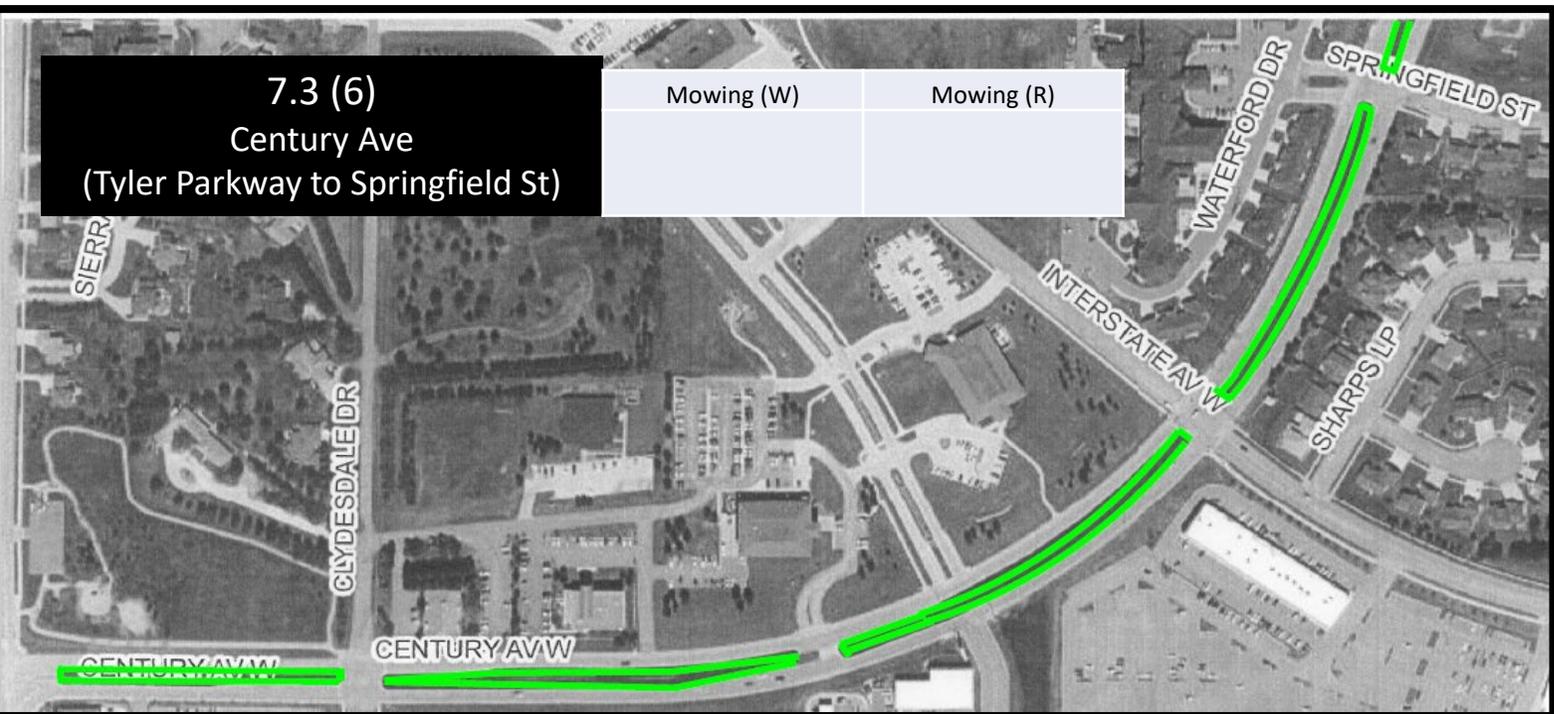
Mowing (W)	Mowing (R)



7.3 (6)

Century Ave
(Tyler Parkway to Springfield St)

Mowing (W)	Mowing (R)



7.3 (7)
Century Ave
(Valley Forge St to Centennial)

Mowing (W)	Mowing (R)

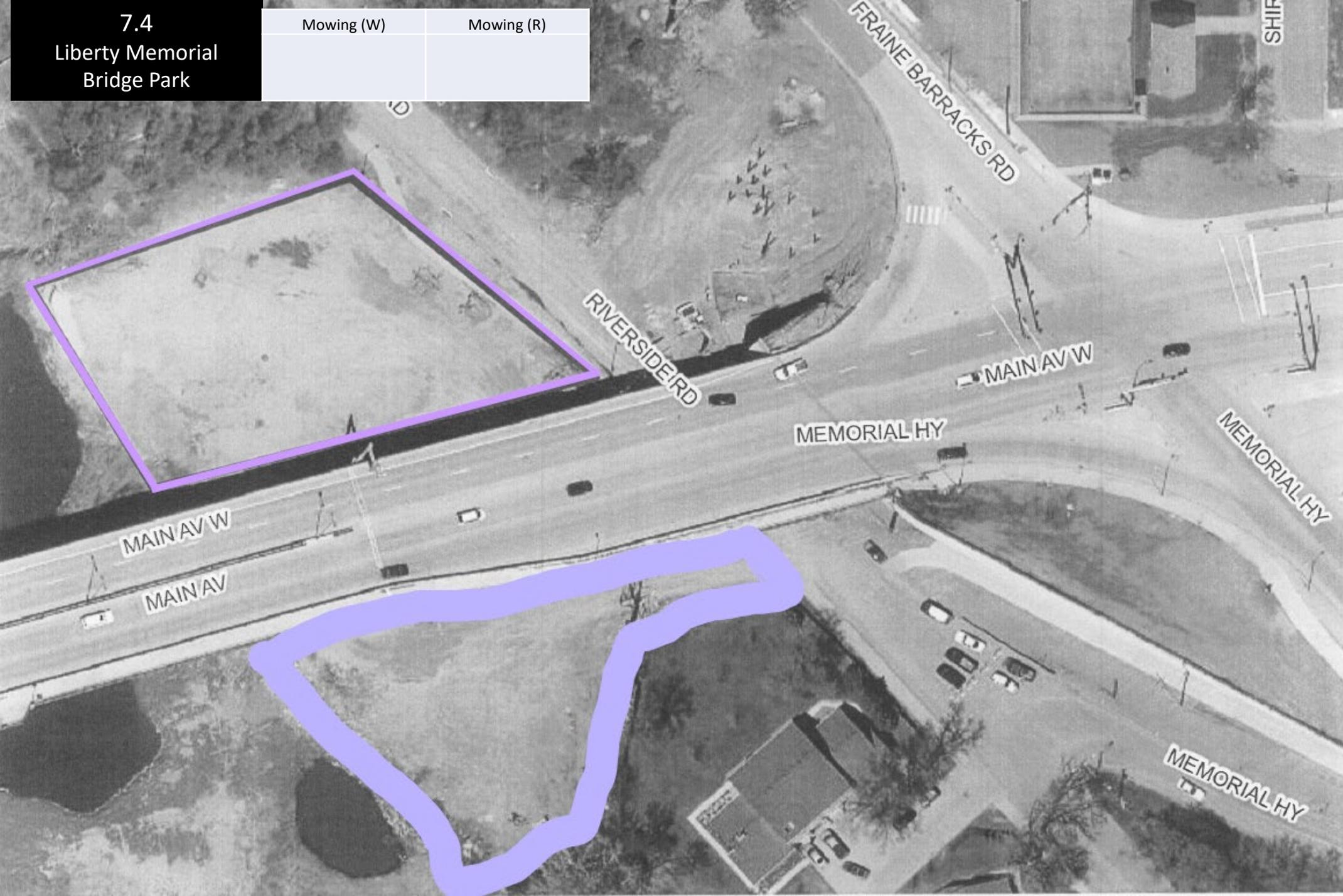


7.4

Liberty Memorial
Bridge Park

Mowing (W)

Mowing (R)



7.5

Bismarck Expressway
(W of Washington St to Missouri
River Bridge, between Bismarck Expy
& Riverwood Dr by Pony Express)

Mowing (W)	Mowing (R)

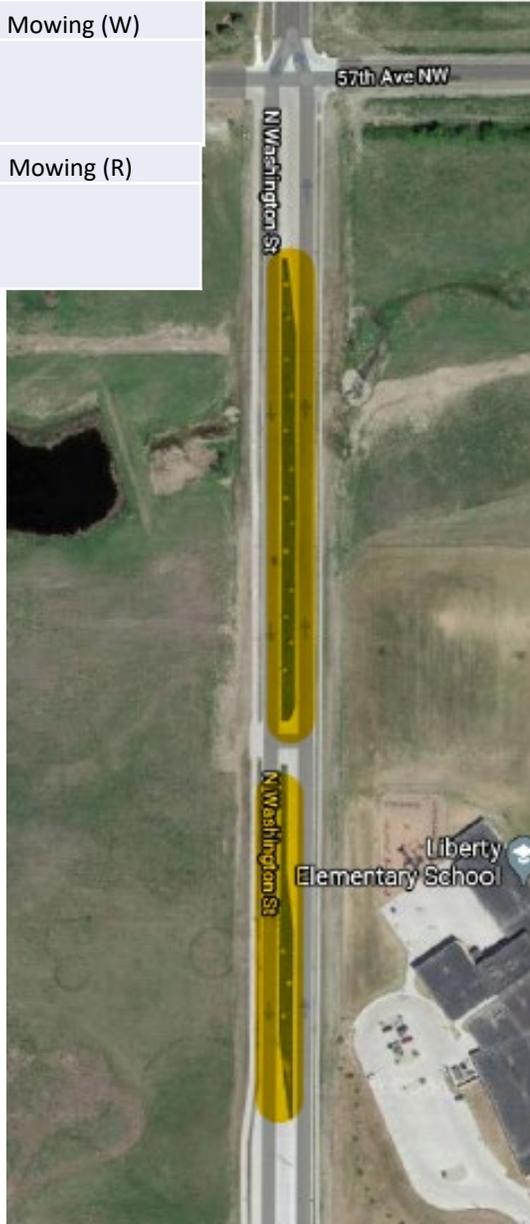


7.6 (1)

North Washington Center Islands (Lasalle Dr to 57th Ave)

Mowing (W)

Mowing (R)

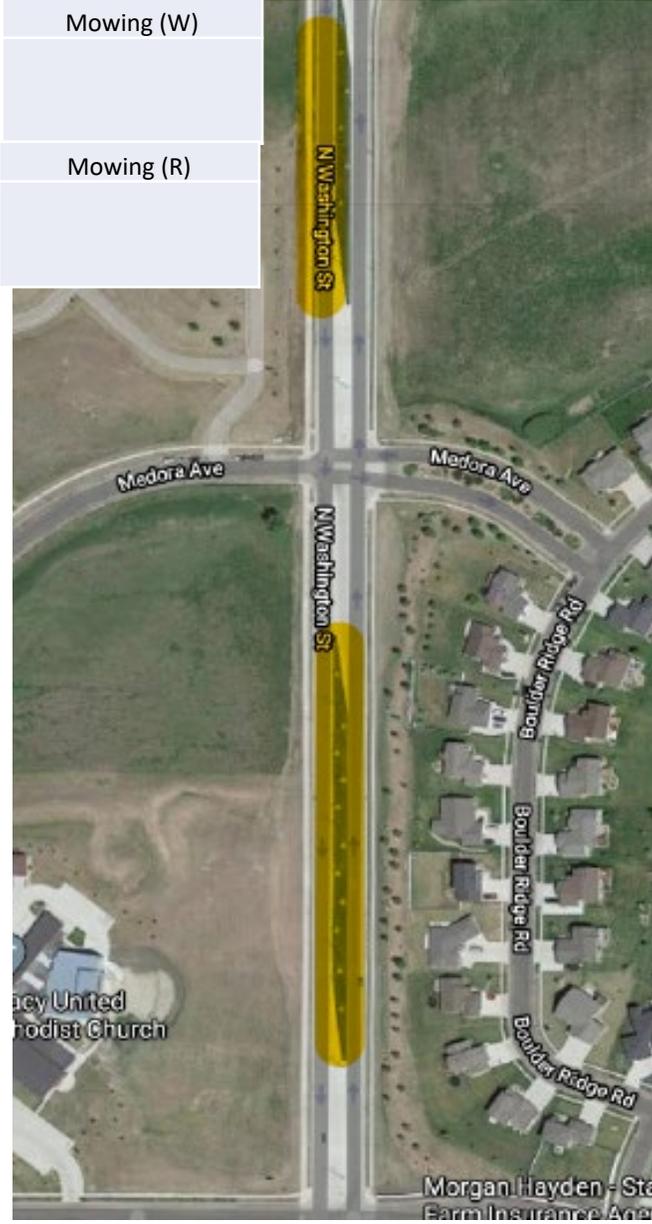


7.6 (2)

North Washington Center Islands (Durango Dr to Lasalle Dr)

Mowing (W)

Mowing (R)

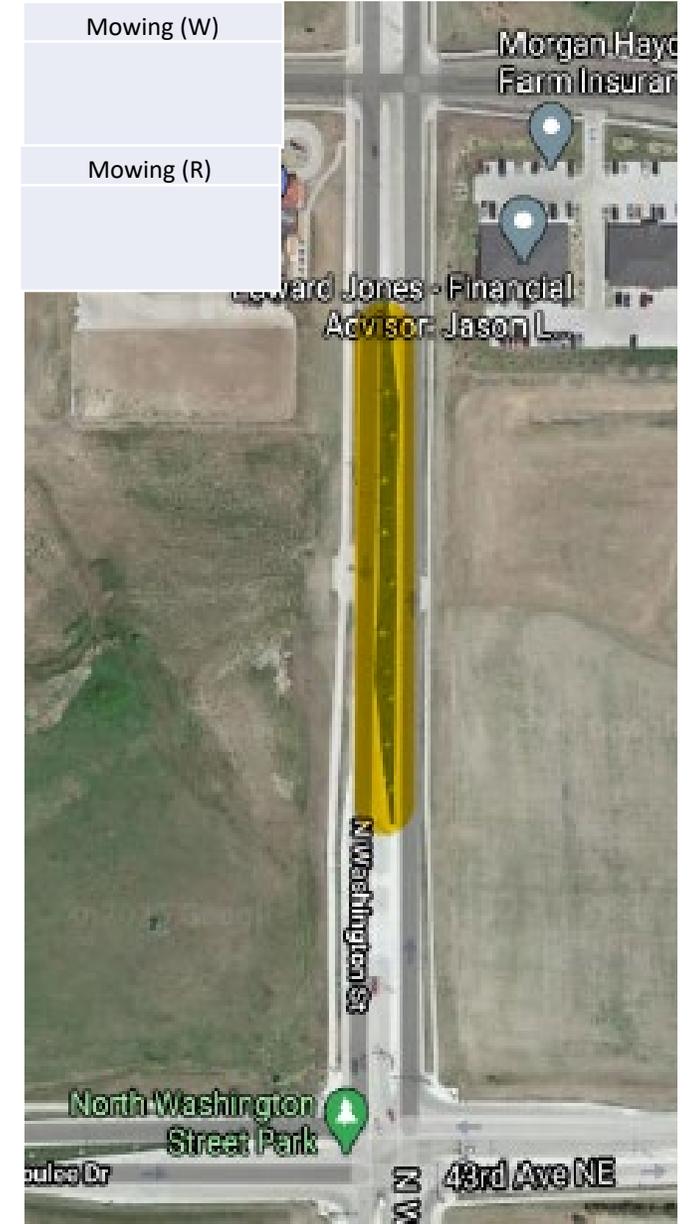


7.6 (3)

North Washington Center Islands (Durango Dr to 43rd Ave)

Mowing (W)

Mowing (R)



7.7

Ash Coulee Dr
(Island on W side of N. Washington St)

Mowing (W)

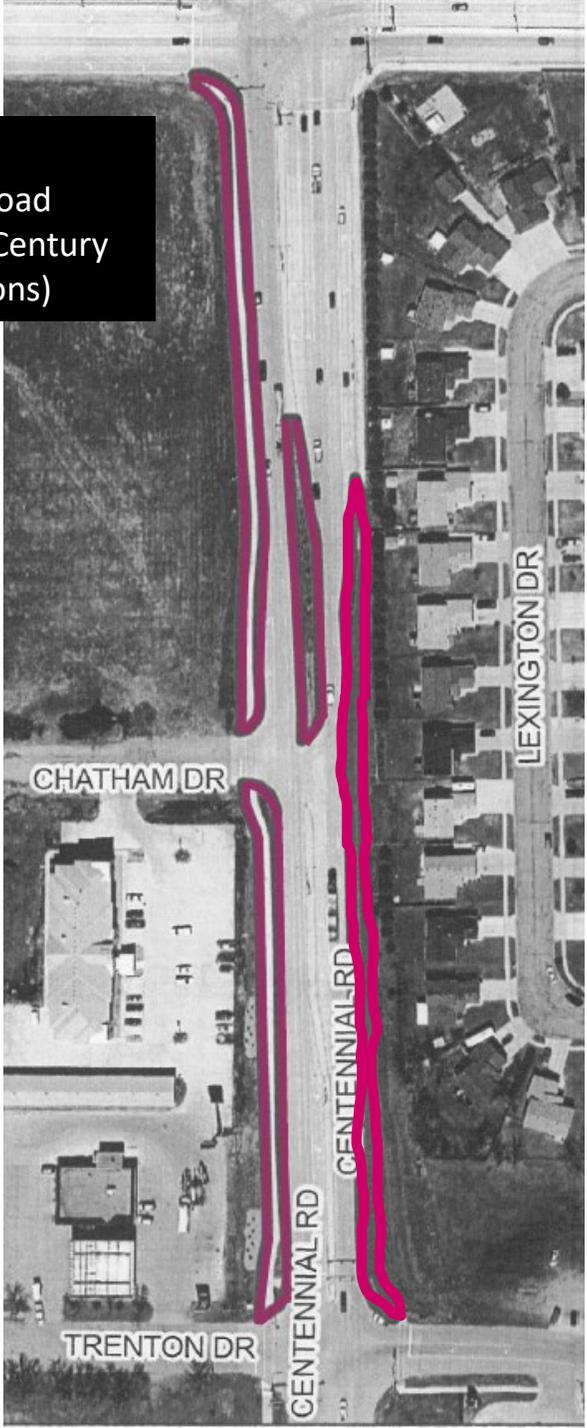
Mowing (R)



7.8
Centennial Road
(Trenton Ave to Century
Ave, 4 locations)

Mowing (W)

Mowing (R)





GROUP 8 2024 BID SHEET - BISMARCK BURLEIGH PUBLIC HEALTH

R - REQUESTED MOWING W - WEEKLY MOWING

Site	Location	Mowing (<i>W</i>)	Cleanup	Fertilizing	Weed Control
8.1	407 S 26th St Bismarck-Burleigh Public Health				

% INCREASE FOR ADDITIONAL YEARS*		
2025	2026	2027
*Percentage based on 2024 bid price		

We the undersigned agree to furnish to the City of Bismarck lawn care services for this Group conforming to the General Specifications at bid prices listed.

Company (Legal Name) _____

Mailing Address _____

(City) (State) (Zip)

Email Address _____

Business Phone _____ Cell Phone _____

Name & Title (Printed) _____

Signature _____

E Bowen Ave

15 1107 S

Bismarck-Burleigh
Public Health

8.1

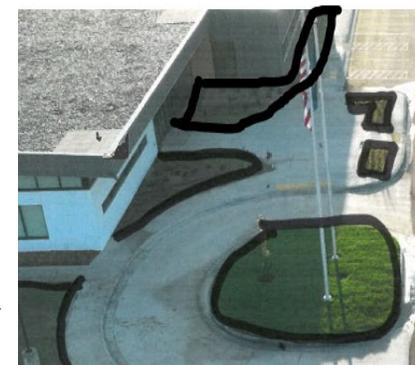
Bismarck-Burleigh
Public Health

Mowing (W)

Cleanup

Fertilizing

Weed Control



CITY OF BISMARCK
PUBLIC WORKS DEPARTMENT
BID TABULATION
February 28, 2024

SITE	Mowing										Cleanup										Fertilizing										Weed Control									
	CONTRACTORS	Swan Lake Services LLC	Schmidt Seasonal Services	Bis-Man Outdoor Services	Jerald Berger Enterprise LL	That Sprinkler Guy	Ground Control	Lawn Tech Outdoor Service	Keepers LLC	Capital City Lawn Care Inc	Lang's Lawn Care	S&P Construction Services	Swan Lake Services LLC	Schmidt Seasonal Services	Bis-Man Outdoor Services	Jerald Berger Enterprise LL	That Sprinkler Guy	Ground Control	Lawn Tech Outdoor Service	Keepers LLC	Capital City Lawn Care Inc	Lang's Lawn Care	S&P Construction Services	Bis-Man Outdoor Services	Jerald Berger Enterprise LL	Lawn Tech Outdoor Service	Capital City Lawn Care Inc	Lang's Lawn Care	S&P Construction Services	Bis-Man Outdoor Services	Jerald Berger Enterprise LL	Lawn Tech Outdoor Service	Capital City Lawn Care Inc	Lang's Lawn Care	S&P Construction Services					
GROUP 3 LIBRARY																																								
3.1	\$ 210	\$ 145			\$ 400	\$ 155	\$ 140	\$ 100	\$ 87	\$ 115		\$ 415	\$ 225			\$ 1,300	\$ 750	\$ 200	\$ 300	\$ 210	\$ 375																			
Totals	\$ 210	\$ 145			\$ 400	\$ 155	\$ 140	\$ 100	\$ 87	\$ 115		\$ 415	\$ 225			\$ 1,300	\$ 750	\$ 200	\$ 300	\$ 210	\$ 375																			
GROUP 4 PUBLIC WORKS BUILDING																																								
4.1			\$ 392	\$ 475			\$ 470		\$ 385	\$ 695	\$ 300			\$ 969	\$ 875			\$ 530		\$ 1,050	\$ 2,810	\$ 600	\$ 454	\$ 525	\$ 580	\$ 700	\$ 710	\$ 547.88	\$ 625	\$ 485	\$ 400	\$ 450	\$ 655	\$ 608.75						
Totals			\$ 392	\$ 475			\$ 470		\$ 385	\$ 695	\$ 300			\$ 969	\$ 875			\$ 530		\$ 1,050	\$ 2,810	\$ 600	\$ 454	\$ 525	\$ 580	\$ 700	\$ 710	\$ 547.88	\$ 625	\$ 485	\$ 400	\$ 450	\$ 655	\$ 608.75						
GROUP 8 PUBLIC HEALTH BUILDING																																								
8.1			\$ 347	\$ 375			\$ 325		\$ 295	\$ 160				\$ 964	\$ 550			\$ 400		\$ 810	\$ 320	\$ 352	\$ 470	\$ 400		\$ 225	\$ 354.50	\$ 465	\$ 425	\$ 375		\$ 195	\$ 393.75							
Totals			\$ 347	\$ 375			\$ 325		\$ 295	\$ 160				\$ 964	\$ 550			\$ 400		\$ 810	\$ 320	\$ 352	\$ 470	\$ 400		\$ 225	\$ 354.50	\$ 465	\$ 425	\$ 375		\$ 195	\$ 393.75							

CITY OF BISMARCK
PUBLIC WORKS DEPARTMENT
BID TABULATION
February 28, 2024

SITE	Mowing										
CONTRACTORS	Swan Lake Services LLC	Schmidt Seasonal Services	Bis-Man Outdoor Services	Jerald Berger Enterprise LL	That Sprinkler Guy	Ground Control	Lawn Tech Outdoor Service	Keepers LLC	Capital City Lawn Care Inc	Lang's Lawn Care	S&P Construction Services
GROUP 7 ROADS & STREETS DEPT											
	Weekly										
7.1	\$ 105	\$ 60			\$ 250				\$ 85		\$ 50
7.2	\$ 115	\$ 160			\$ 400				\$ 90		\$ 65
7.3(1)	\$ 75	\$ 85			\$ 125				\$ 90		\$ 40
7.3(2)	\$ 150	\$ 85			\$ 200				\$ 150		\$ 40
7.3(3)	\$ 115	\$ 85			\$ 125				\$ 90		\$ 40
7.3(4)	\$ 190	\$ 85			\$ 200				\$ 100		\$ 40
7.3(5)	\$ 225	\$ 85			\$ 300				\$ 200		\$ 40
7.3(6)	\$ 190	\$ 85			\$ 300				\$ 200		\$ 40
7.3(7)	\$ 115	\$ 85			\$ 125				\$ 90		\$ 40
7.4	\$ 105	\$ 125			\$ 200				\$ 200		\$ 70
7.5	\$ 210	\$ 170			\$ 250				\$ 180		\$ 200
7.6(1)	\$ 75	\$ 50			\$ 200				\$ 90		\$ 40
7.6(2)	\$ 75	\$ 50			\$ 200				\$ 35		\$ 40
7.6(3)	\$ 40	\$ 50			\$ 200				\$ 75		\$ 40
7.7	\$ 40	\$ 40			\$ 100				\$ 100		\$ 40
7.8	\$ 115	\$ 95			\$ 200				\$ 210		\$ 40
7.9(1)	\$ 105	\$ 95			\$ 200				\$ 75		\$ 40
7.9(2)	\$ 70	\$ 95			\$ 200				\$ 75		\$ 40
7.9(3)	\$ 105	\$ 95			\$ 200				\$ 75		\$ 40
Totals	\$ 2,220	\$ 1,680			\$ 3,975				\$ 2,210		\$ 985

SITE	Mowing										
CONTRACTORS	Swan Lake Services LLC	Schmidt Seasonal Services	Bis-Man Outdoor Services	Jerald Berger Enterprise LL	That Sprinkler Guy	Ground Control	Lawn Tech Outdoor Service	Keepers LLC	Capital City Lawn Care Inc	Lang's Lawn Care	S&P Construction Services
GROUP 7 ROADS & STREETS DEPT											
	Requested										
7.1	\$ 125	\$ 85			\$ 275				\$ 90		\$ 100
7.2	\$ 145	\$ 190			\$ 500				\$ 100		\$ 130
7.3(1)	\$ 100	\$ 100			\$ 150				\$ 100		\$ 80
7.3(2)	\$ 175	\$ 100			\$ 250				\$ 180		\$ 80
7.3(3)	\$ 145	\$ 100			\$ 150				\$ 100		\$ 80
7.3(4)	\$ 240	\$ 100			\$ 250				\$ 110		\$ 80
7.3(5)	\$ 275	\$ 100			\$ 350				\$ 210		\$ 80
7.3(6)	\$ 240	\$ 100			\$ 350				\$ 210		\$ 80
7.3(7)	\$ 145	\$ 100			\$ 150				\$ 100		\$ 80
7.4	\$ 125	\$ 160			\$ 250				\$ 210		\$ 140
7.5	\$ 250	\$ 195			\$ 300				\$ 190		\$ 400
7.6(1)	\$ 100	\$ 75			\$ 250				\$ 100		\$ 80
7.6(2)	\$ 100	\$ 75			\$ 250				\$ 45		\$ 80
7.6(3)	\$ 80	\$ 75			\$ 250				\$ 85		\$ 80
7.7	\$ 80	\$ 65			\$ 125				\$ 110		\$ 80
7.8	\$ 145	\$ 110			\$ 250				\$ 220		\$ 80
7.9(1)	\$ 125	\$ 110			\$ 250				\$ 85		\$ 80
7.9(2)	\$ 95	\$ 110			\$ 250				\$ 85		\$ 80
7.9(3)	\$ 125	\$ 110			\$ 250				\$ 85		\$ 80
Totals	\$ 2,815	\$ 2,060			\$ 4,850				\$ 2,415		\$ 1,970



Public Works Service Operations

DATE: March 12, 2024

FROM: Steven Salwei, Director Public Works Services

ITEM: Sponsorship of 2024 North Dakota Excavator Meeting

REQUEST:

Consider a \$500 sponsorship to the 2024 North Dakota Excavator Meeting.

BACKGROUND INFORMATION:

We are requesting the Board consider a \$500 sponsorship to the 2024 North Dakota Excavator meeting to be held in Bismarck on March 20, 2024. City of Bismarck staff have been attending this meeting for many years. This is an informative training for professional excavators, contractors, and member utilities.

By sponsoring this meeting, the City's name/logo will align with the positive benefits of this meeting; bringing people to Bismarck for professional development, staff networking, safety training, etc.). Excavator meetings are a place to learn about any changes along with your rights and responsibilities under the North Dakota One Call law. It is a chance to meet with some of your local utility company's employees to discuss excavation related issues. Safe digging is everyone's responsibility and takes a commitment from all individuals involved. The Street Light/Traffic Signal will pay for this sponsorship with the safety training budget.

RECOMMENDED CITY COMMISSION ACTION:

Approve the \$500 sponsorship for the 2024 North Dakota Excavator Meeting.

STAFF CONTACT INFORMATION:

ATTACHMENTS:

1. 2024 ND Excavator Meetings



Ryan Schmaltz <schmaltzy82@gmail.com>

Register Now: 2024 ND Excavator Meetings

1 message

North Dakota One Call <nd@occinc.com>
Reply-To: nd@occinc.com
To: schmaltzy82@gmail.com

Tue, Jan 30, 2024 at 12:13 PM



2024 North Dakota Excavator Meetings

An informative training for professional excavators,
contractors, and member utilities

Join us at the 2024 Excavator Meetings to learn about any changes – along with your rights and responsibilities – under the North Dakota One Call law, enjoy a free meal, and ask excavation-related questions in person.

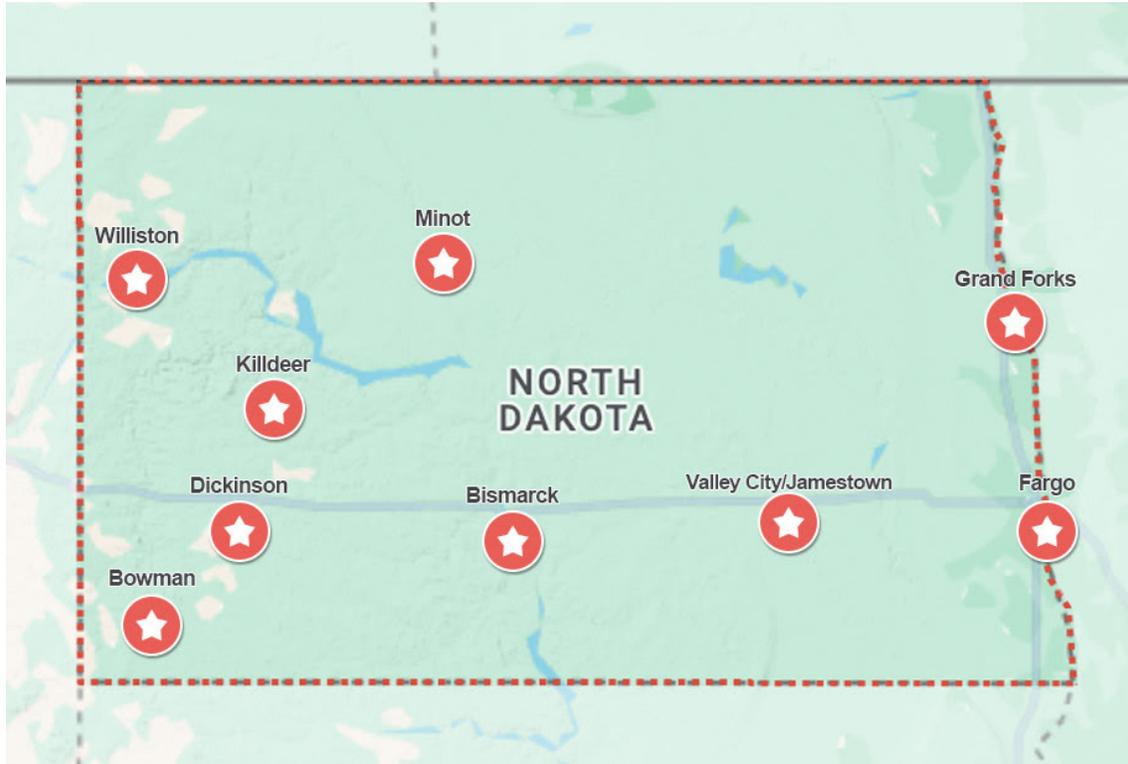
Safe digging is everyone's responsibility and takes a commitment from all individuals involved. This is a free educational event available for all members of your company.

[Click here to learn more and register for a meeting near you.](#)

Meeting Dates & Locations

Date	Start Time	City
Tuesday, Mar 5	7:30 a.m. MT	Killdeer
Tuesday, Mar 5	4:30 p.m. MT	Bowman
Wednesday, Mar 6	7:30 a.m. MT	Dickinson
Thursday, Mar 7	7:30 a.m. CT	Williston
Monday, Mar 11	4:00 p.m. CT	Valley City/Jamestown

Tuesday, Mar 12	7:30 a.m. CT	Fargo
Tuesday, Mar 12	4:00 p.m. CT	Grand Forks
Tuesday, Mar 19	7:30 a.m. CT	Minot
Wednesday, Mar 20	7:30 a.m. CT	Bismarck



Claim Your Spot at a Meeting Near You



[Unsubscribe](#)

This message was sent to schmaltzy82@gmail.com from nd@occinc.com

North Dakota One Call
 OCC
 North Dakota One Call • PO Box 1015
 Bismarck, ND 58502



Public Works Service Operations

DATE: March 12, 2024

FROM: Steven Salwei, Director Public Works Services

ITEM: Quick Claim Deed - Landfill Property

REQUEST:

Permission to accept the signed deed from the State of North Dakota to turn back unused property near the Landfill to the City of Bismarck.

BACKGROUND INFORMATION:

In 2014, the City of Bismarck deeded two parcels of land to the ND Highway Patrol for \$1.00, in the SE Corner of the Landfill. As part of the Deed, the City included a Reversionary Clause, which stated that the property will revert back to the Grantor if the Grantee fails to start construction of Phase II of the joint powers agreement between the Grantor and Grantee within ten (10) years of the date of the Special Warranty Deed dated August 26, 2014. Since the ND Highway Patrol has not utilized the said property, we reached out to initiate this transfer.

The Quick Claim Deed was signed and effective on February 22, 2024, upon the approval of the City Commission.

RECOMMENDED CITY COMMISSION ACTION:

Permission to accept the signed deed from the State of North Dakota to turn back unused property near the Landfill to the City of Bismarck.

STAFF CONTACT INFORMATION:

ATTACHMENTS:

1. Quick Claim Deed

QUIT CLAIM DEED

THIS INDENTURE, Made this 22 day of February, 2024, between the **North Dakota Highway Patrol, an agency of the State of North Dakota**, whose post office address is 600 East Boulevard, Dept. 504, Bismarck, North Dakota 58505, Grantor, and the **City of Bismarck**, a municipal corporation, whose post office address is 221 North Fifth Street, Bismarck, North Dakota 58501, Grantee;

WITNESSETH, That the Grantor for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents, SELL, REMISE, RELEASE and QUIT unto the Grantee, its assigns and successors FOREVER, all the tract or parcel of land lying and being in the County of Burleigh and State of North Dakota and described as follows:

Lot 2A of Lot 2 and Lot 5A of Lot 5, all in Block 2, Municipal First Addition to the City of Bismarck.

TO HAVE AND TO HOLD THE SAME, together with all the hereditament and appurtenances thereunto belonging or in anywise appertaining to the Grantee, its successors and assigns FOREVER.

IN WITNESS WHEREOF, The Grantor hereunto sets its hand the day and year first above written.

STATE OF NORTH DAKOTA


Lt. Governor for
Doug Burgum, Governor

ATTEST:


Secretary of State Michael Howe

This transaction is exempt from filing full consideration paid for the property conveyed by this deed because of NDCC 11-18-02.2(6)(i).

January 29, 2024
Date


Grantee or Authorized Agent



Public Works Service Operations

DATE: March 12, 2024

FROM: Steven Salwei, Director Public Works Services

ITEM: Sale of Assets from Environmental Health Division

REQUEST:

Request permission to sell Environmental Health Assets at a Public Auction or Online Auction.

BACKGROUND INFORMATION:

Request permission to sell Environmental Health assets, as listed, at Public Sale or Online Auction.

Unit Number	Asset Number	Description	VIN	License	Department	Meter Type	Reading	Acquire Date
6580	9402	2008 DODGE AVENGER	1B3LC56K18N236280	G84447 ND	Environmental Health	Miles	60741	3/8/2008
6581	9403	2008 DODGE AVENGER	1B3LC56K38N236281	G84448 ND	Environmental Health	Miles	55526	3/8/2008

RECOMMENDED CITY COMMISSION ACTION:

Approve sale of Environmental Health assets at Public Sale or Online Auction.

STAFF CONTACT INFORMATION:

Kurt Ohnell, Fleet Manager, 701-355-1711, kohnell@bismarcknd.gov

ATTACHMENTS:

None



Public Works Utility Operations

DATE: March 12, 2024

FROM: Michelle Klose, Director Public Works Utilities

ITEM: Professional Organization Coverage of Expenses for AWWA DC Fly-In

REQUEST:

Approve acceptance of expense coverage from professional organization for AWWA DC Fly-In.

BACKGROUND INFORMATION:

Delegates from around the United States attend a Fly-In in Washington, DC to meet with congressional leaders to discuss issues impacting water utilities, such as infrastructure funding. The professional organization reimburses travel expenses for one delegate for every 10 members of the U.S. House of Representatives from each state. The section reimburses one additional delegate. This year Michelle Klose and James Kershaw have been asked to represent the organization and water systems across the state by attending the Fly-In in April 2024 to discuss water utility issues impacting North Dakota.

RECOMMENDED CITY COMMISSION ACTION:

Approve acceptance of expense coverage from professional organization for AWWA DC Fly-In.

STAFF CONTACT INFORMATION:

Amber Araujo, Executive Assistant, 701-355-1739, aaraujo@bismarcknd.gov

ATTACHMENTS:

None



Public Works Utility Operations

DATE: March 12, 2024

FROM: Michelle Klose, Director Public Works Utilities

ITEM: Bid Award for Lawn Care Services

REQUEST:

Request approval of City of Bismarck Lawn Care Services bid awards.

BACKGROUND INFORMATION:

On February 28, 2024, quotes for City of Bismarck Lawn Care Services were opened. Twelve bidders submitted quotes. The summary below provides recommendation for bid awards. One bidder, Dewall Family Lawncare, failed to comply with the bidding requirements for all groups. Various other bidders failed to comply with bidding requirements for some groups, thus making them ineligible to receive award for the incomplete group.

	Swan Lake Services LLC	Schmidt Seasonal Services	Bis-Man Outdoor Services	Jerald Berger Enterprise LL	That Sprinkler Guy	Ground Control	Lawn Tech Outdoor Service	Keepers LLC	Capital City Lawn Care Inc	Lang's Lawn Care	S&P Construction Services
Group 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,913	\$ 4,781	\$ 5,424
Group 2	\$ 7,040	\$ -	\$ -	\$ 5,945	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,703	\$ 6,298
Group 5	\$ 1,020	\$ 1,075	\$ 1,314	\$ 900	\$ -	\$ 1,128	\$ -	\$ 800	\$ 545	\$ -	\$ 2,015
Group 6	\$ -	\$ -	\$ 4,213	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ 2,485	\$ -	\$ 2,532

We are requesting approval for a one-year contract award to the lowest bidder for each Group with an automatic renewal of three additional one-year terms. In the event the contractor is unable or unwilling to fulfill the agreement, we request to award to the next lowest bidder. The bid tabs and request for quotes are included.

RECOMMENDED CITY COMMISSION ACTION:

Approve contract awards as detailed above for City of Bismarck Lawn Care Services.

STAFF CONTACT INFORMATION:

Amber Araujo, Executive Assistant, 701-355-1739, aaraujo@bismarcknd.gov

ATTACHMENTS:

1. Group 1 Bid Tab
2. Group 2, 5, 6 Bid Tab

CITY OF BISMARCK
PUBLIC WORKS DEPARTMENT
BID TABULATION
February 28, 2024

SITE	Mowing			Cleanup			Fertilizing			Weed Control		
	Capital City Lawn Care Inc	Lang's Lawn Care	S&P Construction Services	Capital City Lawn Care Inc	Lang's Lawn Care	S&P Construction Services	Capital City Lawn Care Inc	Lang's Lawn Care	S&P Construction Services	Capital City Lawn Care Inc	Lang's Lawn Care	S&P Construction Services
GROUP 1 WASTEWATER COLLECTION DEPT SITES												
1.1	\$ 29	\$ 45	\$ 40	\$ 90	\$ 125	\$ 100	\$ 75	\$ 40	\$ 54	\$ 75	\$ 35	\$ 60.00
1.2	\$ 29	\$ 85	\$ 40							\$ 75	\$ 75	\$ 105.00
1.3	\$ 55	\$ 140	\$ 75	\$ 90	\$ 450	\$ 150	\$ 100	\$ 150	\$ 223.50	\$ 100	\$ 150	\$ 248.50
1.4	\$ 29	\$ 37	\$ 40	\$ 90	\$ 100	\$ 100	\$ 75	\$ 35	\$ 54	\$ 75	\$ 35	\$ 60.00
1.5	\$ 29	\$ 40	\$ 40	\$ 90	\$ 100	\$ 100	\$ 75	\$ 35	\$ 64	\$ 75	\$ 35	\$ 71.00
1.6	\$ 29	\$ 30	\$ 40	\$ 90	\$ 80	\$ 100	\$ 75	\$ 30	\$ 54	\$ 75	\$ 30	\$ 60.00
1.7	\$ 29	\$ 30	\$ 40	\$ 90	\$ 80	\$ 100	\$ 75	\$ 30	\$ 54	\$ 75	\$ 30	\$ 60.00
1.8	\$ 29	\$ 30	\$ 40	\$ 90	\$ 80	\$ 100	\$ 75	\$ 30	\$ 54	\$ 75	\$ 30	\$ 60.00
1.9	\$ 29	\$ 30	\$ 40	\$ 90	\$ 75	\$ 100	\$ 75	\$ 30	\$ 54	\$ 75	\$ 30	\$ 60.00
1.10	\$ 35	\$ 37	\$ 40	\$ 90	\$ 85	\$ 100	\$ 75	\$ 35	\$ 54	\$ 75	\$ 35	\$ 60.00
1.11	\$ 29	\$ 37	\$ 40							\$ 75	\$ 35	\$ 60.00
1.12	\$ 29	\$ 30	\$ 40							\$ 75	\$ 30	\$ 60.00
1.13	\$ 29	\$ 40	\$ 40	\$ 90	\$ 90	\$ 100	\$ 75	\$ 35	\$ 54	\$ 75	\$ 35	\$ 60.00
1.14	\$ 35	\$ 40	\$ 40	\$ 90	\$ 90	\$ 100	\$ 855	\$ 35	\$ 54	\$ 85	\$ 35	\$ 60.00
1.15	\$ 29	\$ 30	\$ 40	\$ 90	\$ 75	\$ 100	\$ 75	\$ 30	\$ 54	\$ 75	\$ 30	\$ 60.00
1.16	\$ 29	\$ 30	\$ 40	\$ 90	\$ 80	\$ 100	\$ 75	\$ 35	\$ 54	\$ 75	\$ 35	\$ 60.00
1.17	\$ 75	\$ 50	\$ 40							\$ 75	\$ 65	\$ 67.00
1.18	\$ 29	\$ 30	\$ 40	\$ 90	\$ 80	\$ 100	\$ 75	\$ 30	\$ 54	\$ 75	\$ 30	\$ 60.00
1.19	\$ 29	\$ 100	\$ 45	\$ 90	\$ 350	\$ 110	\$ 75	\$ 100	\$ 137	\$ 75	\$ 90	\$ 152.00
1.20	\$ 29	\$ 40	\$ 40	\$ 90	\$ 90	\$ 100	\$ 75	\$ 35	\$ 54	\$ 75	\$ 35	\$ 60.00
1.21	\$ 29	\$ 40	\$ 40	\$ 90	\$ 90	\$ 100	\$ 75	\$ 35	\$ 54	\$ 75	\$ 35	\$ 60.00
Totals	\$ 693	\$ 971	\$ 880	\$1,530	\$ 2,120	\$1,760	\$2,080	\$750	\$ 1,181	\$1,610	\$ 940	\$1,603.50

CITY OF BISMARCK
PUBLIC WORKS DEPARTMENT
BID TABULATION
February 28, 2024

SITE	Mowing								Cleanup					Fertilizing				Weed Control								
	Swan Lake Services LLC	Schmidt Seasonal Services	Bis-Man Outdoor Services	Jerald Berger Enterprise L	Ground Control	Keepers LLC	Capital City Lawn Care Inc	Lang's Lawn Care	S&P Construction Services	Swan Lake Services LLC	Bis-Man Outdoor Services	Jerald Berger Enterprise L	Capital City Lawn Care Inc	Lang's Lawn Care	S&P Construction Services	Bis-Man Outdoor Services	Jerald Berger Enterprise L	Capital City Lawn Care Inc	S&P Construction Services	Swan Lake Services LLC	Bis-Man Outdoor Services	Jerald Berger Enterprise L	Capital City Lawn Care Inc	Lang's Lawn Care	S&P Construction Services	
GROUP 2 WATER DISTRIBUTION DEPT SITES																										
2.1	\$ 415			\$ 370				\$ 45	\$ 450											\$ 825		\$ 625		\$ 600	\$ 706.25	
2.2	\$ 105			\$ 75				\$ 98	\$ 85											\$ 175		\$ 110		\$ 105	\$ 175.00	
2.3A	\$ 485			\$ 425				\$ 535	\$ 475											\$ 750		\$ 650		\$ 575	\$ 723.75	
2.3B	\$ 70			\$ 75				\$ 45	\$ 40	\$475		\$ 400		\$ 100	\$ 100					\$ 100		\$ 45		\$ 45	\$ 70.00	
2.4	\$ 550			\$ 500				\$ 645	\$ 550											\$ 925		\$ 725		\$ 690	\$ 801.75	
2.5A	\$ 345			\$ 275				\$ 415	\$ 350											\$ 325		\$ 450		\$ 475	\$ 536.25	
2.5B																				\$ 425		\$ 275		\$ 495	\$ 352.50	
2.6	\$ 35			\$ 45				\$ 30	\$ 40											\$ 65		\$ 50		\$ 40	\$ 60.00	
2.7	\$ 275			\$ 275				\$ 325	\$ 250											\$ 525		\$ 445		\$ 335	\$ 388.75	
2.8	\$ 70			\$ 70				\$ 45	\$ 40											\$ 100		\$ 60		\$ 60	\$ 104.00	
Totals	\$2,350			\$2,110				\$2,183	\$2,280	\$475		\$ 400		\$ 100	\$ 100					\$4,215		\$3,435		\$3,420	\$3,918.25	
GROUP 5 WASTEWATER TREATMENT PLANT																										
5.1	\$ 690	\$ 725	\$1,154	\$ 650	\$ 899	\$600	\$ 185		\$ 1,075																	
5.2	\$ 120	\$ 175	\$ 45	\$ 90	\$ 79	\$100	\$ 175		\$ 240																	
5.3	\$ 210	\$ 175	\$ 115	\$ 160	\$ 150	\$100	\$ 185		\$ 700																	
Totals	\$ 1,020	\$ 1,075	\$1,314	\$ 900	\$1,128	\$800	\$ 545		\$ 2,015																	
GROUP 6 WATER TREATMENT PLANT																										
6.1			\$ 62	\$ 225			\$ 135		\$ 125		\$ 395	\$ 700	\$ 600		\$ 300	\$ 115	\$315	\$ 300	\$270.00		\$ 325	\$ 275	\$ 200		\$ 300.00	
6.2			\$ 443	\$ 125			\$ 50		\$ 40		\$ 879	\$ 350	\$ 200		\$ 100	\$425	\$ 65	\$ 150	\$ 117.50		\$ 689	\$ 70	\$ 120		\$ 130.50	
6.3			\$ 115	\$ 165			\$ 90		\$ 160		\$ 415	\$ 275	\$ 220		\$ 320	\$125	\$210	\$ 200	\$345.50		\$ 225	\$ 225	\$ 220		\$ 383.75	
Totals			\$ 620	\$ 515			\$ 275		\$ 325		\$1,689	\$1,325	\$1,020		\$ 720	\$665	\$590	\$ 650	\$733.00		\$1,239	\$ 570	\$ 540		\$ 814.25	



Public Works Utility Operations

DATE: March 12, 2024

FROM: Michelle Klose, Director Public Works Utilities

ITEM: Skeel's Electric Change Order No. 2 for Lift Station SCADA Project

REQUEST:

Approval Skeel's Electric Change Order No. 2 for Lift Station SCADA Project.

BACKGROUND INFORMATION:

Change order No. 2 for Skeel's Electric addresses a contract extension from January 31, 2024 to April 3, 2024 due to delays in equipment. The change order for \$9601.87 provides for revisions to existing floor junctions which requires additional core drilling and new conduit. This will allow for shorter transducer cable lengths.

RECOMMENDED CITY COMMISSION ACTION:

Approve Skeel's Electric Change Order No. 2 in the amount of \$9601.87 and time extension to April 3, 2024 for the Lift Station SCADA Project.

STAFF CONTACT INFORMATION:

Amber Araujo, Executive Assistant, 701-355-1739, aaraujo@bismarcknd.gov

ATTACHMENTS:

1. Bismarck Lift Station SCADA Upgrade 2022 Change Order 2

Date of Issuance: 2/27/2024	Effective Date: 2/27/2024
Owner: City of Bismarck	Owner's Contract No.: WTRUTIL.SCADA.2022
Contractor: Skeels Electric Co.	Contractor's Project No.:
Engineer: AE2S	Engineer's Project No.: P00501-2022-023
Project: Bismarck Lift Station SCADA Upgrade 2022	Contract Name: General Construction

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Modification of final completion date. Revise ready for final payment date from January 31, 2024, to April 3, 2024 to accommodate delays in equipment deliveries.
2. Contractor to route all level transducer analog signal cabling through new float junction boxes, allowing for shorter level transducer cable length requirements.
3. Contractor to install electrical LBs in place of floor penetration junction boxes originally planned. Revise existing cast-in-place floor junction penetration with new LB installation and associated core drilling for new conduit.
4. Electro-Watchman equipment credit. Credit for Electro-watchman AES radio damaged during commissioning.

Attachments: Skeels Electric Co. Change Order Request

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>301,200</u>	Original Contract Times: Substantial Completion: <u>June 30, 2023</u> Ready for Final Payment: <u>August 1, 2023</u> dates
Increase from previously approved Change Orders: \$ <u>Not Applicable</u>	Increase from previously approved Change Orders: Substantial Completion: <u>December 31, 2023</u> Ready for Final Payment: <u>January 31, 2024</u> dates
Contract Price prior to this Change Order: \$ <u>301,200</u>	Contract Times prior to this Change Order: Substantial Completion: <u>December 31, 2023</u> Ready for Final Payment: <u>January 31, 2024</u> dates
Increase of this Change Order: \$ <u>9,601.87</u>	Increase of this Change Order: Substantial Completion: <u>Not Applicable</u> Ready for Final Payment: <u>April 3, 2024</u> dates
Contract Price incorporating this Change Order: \$ <u>310,801.87</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 31, 2023</u> Ready for Final Payment: <u>April 3, 2024</u> dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:	<u>Michael Chorne, AE2S</u>	By:	<u>Owner (Authorized Signature)</u>	By:	<u>Contractor (Authorized Signature)</u>
Title:	<u>Lead I&C Specialist</u>	Title:	<u></u>	Title:	<u></u>
Date:	<u>2/12/2023</u>	Date:	<u></u>	Date:	<u></u>



Public Works Utility Operations

DATE: March 12, 2024

FROM: Michelle Klose, Director Public Works Utilities

ITEM: Amendment No.4 to Stantec License & Maintenance Agreement for Use of FAMS-XL

REQUEST:

Approval of Amendment No. 4 to Stantec License & Maintenance Agreement for use of FAMS-XL.

BACKGROUND INFORMATION:

Amendment No. 4 addresses collection of historical consumption data, analyzing varying peaking factors, and development of scenarios which is beyond what was identified in the scope of the services outlined in the License & Maintenance Agreement. The amount of \$9760.00 addresses the changes as requested by the City.

RECOMMENDED CITY COMMISSION ACTION:

Approve Amendment No. 4 in the amount of \$9760.00 to the Stantec License & Maintenance Agreement for the Use of FAMS-XL.

STAFF CONTACT INFORMATION:

Amber Araujo, Executive Assistant, 701-355-1739, aaraujo@bismarcknd.gov

ATTACHMENTS:

1. Amendment 4 to LMAgreement



PROFESSIONAL SERVICES AGREEMENT AMENDMENT #4

Amendment # 4 Date 27 February 2024
'Stantec' Stantec Consulting Services Inc.
Stantec Project # 224801917
777 S Harbour Island Boulevard, Suite 600
Ph: (813) 269-6011
email: danica.katz@stantec.com
'Client' City of Bismarck, ND
Client Project #
ATTN: Michelle Klose, Director of Utility Operations
601 South 26th Street
Ph: (701) 355-1704
email: mklose@bismarcknd.gov

Project Name and Location: Amendment #4 to License & Maintenance Agreement for Use of FAMS-XL

In accordance with the original Professional Services Agreement dated 14 February 2019 and Amendments thereto, the Agreement changes as detailed below are hereby authorized.

Amendment #4 includes work requested by the City, but not identified in the scope of services outlined in the previous amendments. Below are the additional tasks within this amendment:

- Collect historical consumption data (FY 2016-2023) and analyze billing records for usage profiles/patterns on annual and monthly basis by AMI meter for 11 South Central meters.
• Utilize daily and hourly AMI data for re-calculation of daily and hourly peaking factors of identified meter groupings for FY 2020-2022.
• Update cost of service for development of rate scenarios with identified meter groupings and updated peaking factors for FY 2021.
• Prepare summary presentation of updated South Central usage profiles/patterns and peaking factor findings with updated rate scenarios.
• 2 virtual meetings with City staff & 1 virtual meeting with South Central to review findings and presentation deliverables.

Table with 2 columns: Description and Amount. Rows include Total fees this Amendment (\$9,760.00), Original agreement amount (\$89,700.00), Amendment Number 2 (\$12,900.00), Amendment Number 3 (\$2,901.00), Amendment Number (blank), and Amendment Number (blank). Total Agreement is \$115,261.00.

Effect on Schedule: The meeting will be held and analysis delivered at an agreed upon schedule with the City.
Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

Stantec Consulting Services Inc.**City of Bismarck, ND**_____
Print Name and Title_____
Print Name and Title

Signature

Signature

Date Signed:

Date Signed:

Amendment #4 - Detailed Project Work Plan & Scope of Services

Project Tasks	Estimated Labor-Hours		Total Project
	PM	Data Scientist	
	Katz	Prince	
	Resources → Hourly Rates →	\$190	
Task 1 Additional South Central Peaking Factor & Rate Scenario Analysis			
1.1 South Central Monthly Consumption Data Analysis Collect historical consumption data (FY 2016-2023) for 11 South Central AMI meters. Review and analyze billing consumption records for usage profiles/patterns on an annual and monthly basis for FY 2016-2023.	1 3		1 3
1.2 AMI Data & Peaking Factor Analysis Data collection of historical (FY 2016-2023) daily and hourly reads for 11 South Central AMI meters. Analyze updated AMI data for FY 2020-2022 max day and max hour factors. Compare to initial COS results from March study. Updated calculations of max day and max hour factors for identified groupings (3 large meters & and 9 smaller meters) for FY 2021 & FY 2022.	2 4	4 16 4	6 16 8
1.3 Rate Scenarios Calculate updated uniform rate for South Central utilizing FY 2022 billing and AMI datasets. Compare to initial COS results from March. For FY 2021, calculate two updated uniform rate scenarios for South Central for identified groupings (3 large meters & and 9 smaller meters) for comparison to initial rate results.	2 2		2 2
1.4 Presentations & Documentation Prepare summary presentation of South Central usage profiles/patterns and peaking factor analysis with updated rate scenarios. Documentation of findings via email summary and final presentation slides.	8		8
1.5 Meetings Two (2) virtual meetings with City staff to review South Central presentation and make adjustments, as necessary. One (1) virtual meeting with City and South Central to support review of peaking factor analysis findings and unit rates.	1 1	1 1	2 2
Total Estimated Labor Hours	24	26	50
Total Estimated Fee	\$4,560	\$5,200	\$9,760
Total Fee			\$9,760



Administration Department

DATE: March 12, 2024

FROM: Jason Tomanek, City Administrator

ITEM: City Commission Fact Finding Subcommittee Recommendation

REQUEST:

Continued discussion and final decision regarding the final recommendation from the City Commission Fact-Finding Subcommittee relating to the performance issues of Charlie Jeske, Event Center Director, and recommendations regarding the appropriate actions to take to address any necessary employee discipline and changes to Event Center operations.

BACKGROUND INFORMATION:

At the February 27, 2024, Commission meeting, the Commission decided to continue the discussion of this item to its meeting on March 12, 2024. At the November 28, 2023, special meeting of the Board of City Commissioners, a motion was passed to create a fact-finding subcommittee consisting of two commissioners and Gordy Smith, whom Mayor Schmitz appointed, with direction to report back to the Commission on progress moving forward with Mr. Jeske's performance and a plan to implement checks and balances relating to business practices and contract management. Since that time, the subcommittee has met eight times.

RECOMMENDED CITY COMMISSION ACTION:

Continue discussion and make a final decision regarding the final recommendation from the City Commission Fact-Finding Subcommittee relating to the performance issues of Charlie Jeske, Event Center Director, and recommendations regarding the appropriate actions to take to address any necessary employee discipline and changes to Event Center operations.

STAFF CONTACT INFORMATION:

Jason Tomanek, City Administrator, 701-355-1300, jtomanek@bismarcknd.gov

ATTACHMENTS:

1. Fact-Finding Subcommittee Report and Findings

CITY COMMISSION FACT-FINDING SUBCOMMITTEE FINDINGS

The Fact-Finding Subcommittee was created by the City Commission at its November 28, 2023, meeting, which consisted of Commissioners Cleary and Connelly and Gordy Smith (appointed by Mayor Schmitz). We met several times and gathered knowledge through information reviews, interviews, observation, data collection, and analysis. The following is a summary of the subcommittee's findings and recommendations.

1. CONFLICT OF INTEREST

In 2015, Mr. Jeske took a trip paid for by a bidder (ETIX) prior to a ticketing bid being awarded. Other vendors were not provided with the same opportunity.

- The City's Principles of Ethical Conduct state, "...each City of Bismarck employee shall respect and adhere to the fundamental principles of ethical service as implemented in the regulations promulgated under this policy."
- They further state, "An employee shall not, except pursuant to such reasonable exceptions as provided by regulation, solicit, or accept any gift or other item of monetary value from any person or entity seeking official action from, doing business with, or conducting activities regulated by the employee's department, or whose interests may be substantially affected by the performance or non-performance of the employee's duties."
- In addition, they state, "Employees shall act impartially and not give preferential treatment to any private organization or individual."
- They further state, "Employees must avoid any actions which are or may be perceived as a conflict of interest between their personal interests and the City's interests."
- Finally, they state, "Employees must avoid any actions that may involve, or that could be reasonably construed to involve, a conflict of interest with the City of Bismarck job responsibilities."

FINDING: The Fact-Finding Subcommittee concludes that Charlie Jeske violated the conflict-of-interest sections of the City's Principles of Ethical Conduct by accepting the 2015 trip paid for by ETIX prior to the awarding of the ticketing bid as all other bidders were not provided that opportunity.

2. LEADERSHIP AND MANAGEMENT

A. ALCOHOL SALES

- The 2016 request for proposal (RFP) for alcohol sales did not have a contract signed by both parties setting forth the terms of the agreement and incorporating the relevant portions of the RFP. Instead, for seven years, the BEC and the vendor used the RFP as the contract. As the department head, Mr. Jeske was responsible for securing a contract signed by both parties.
- The RFP states, “The manager shall issue reasonable rules and regulations consistent with policies adopted by the Event Center for the operations of the Alcohol Beverage Catering Services, and the Alcoholic Beverage Caterer shall operate in accordance with such rules and regulations.”
- The BEC’s manager’s job description states, “Develops policies and procedures to ensure the efficiency and effectiveness of department operations...”
- At the beginning of the Subcommittee’s review, the internal controls surrounding alcohol sales were seriously deficient. The cash-only process included counting cups at the beginning and end of the event and the number of flats (empty 18 packs and case boxes) to determine the number of beer/drinks sold and recording the number on an Alcohol Settlement Sheet. These numbers were then multiplied by the price of the beer/drink and totaled, and a representative of the vendor and BEC signed off on the form. Cash received during the event was placed in empty beer boxes. The vendor then removed the money from the BEC, and the BEC used the Alcohol Settlement Sheet to bill the vendor for its share of the proceeds (48% from 2016-2023).
- The most glaring internal control weaknesses in such a system include cash is not recorded immediately upon receipt; cash is never counted and reconciled at the end of the event; using cups and flats as means of determining sales can easily be circumvented; and cash-only sales present more opportunities for misuse than using a point-of-sale system allowing credit and debit card purchases.
- I used analytical review procedures to compare total alcohol sales for 2021, 2022, and 2023. Analyzing data such as attendance and number of events, it appeared that 2023 total sales were low. I reviewed the alcohol sales ledger maintained in the business office, reviewed monthly data for 2023, and found a \$106,658 error in the October 2023

data. The ledger is essentially an Excel spreadsheet, and the formula for totaling the month's sales was wrong; therefore, the monthly and yearly total was understated by \$106,658.

- I looked at individual Alcohol Settlement Sheets and judgmentally grabbed the Hairball Concert sheets from 2019, 2021, 2022, and 2023 (the 2020 concert wasn't held due to Covid). The 2022 Alcohol Settlement Sheet contained a serious mathematical error, which resulted in \$9,268 in alcohol revenue not being recorded on the sheet, which meant the vendor removed that revenue from the BEC without the BEC receiving its share.
- When looking at the comparative data on the Alcohol Settlement Sheets for the Hairball Concert sheets (see below) for 2019, 2021, 2022, and 2023, another anomaly becomes obvious. Attendance from 2022 to 2023 increased by 7.7%, while the number of beers sold decreased by 28%. This seems unusual. Both concerts were held on Saturday nights, so that was not a factor. If the same number of beers had been sold in 2023 as had been sold in 2022 (despite a 7.7% increase in attendance), there would have been \$14,058 in additional revenue collected. Once again, this is evidence of a serious lack of oversight surrounding the sale of alcohol.

Hairball Concert						
Comparison Data						
2019, 2021, 2022 and 2023						
		2019	2021	2022		2023
Beer Cups Sold		7,636	5,572	5,562		4,000
Mixed Drinks Sold		328	1,704	1,750		1,746
Attendance		3,171	2,776	3,256		3,509
Gross Alcohol Revenue		\$ 55,748	\$ 58,208	\$58,496*		\$ 51,714
Price Per Beer		\$ 7.00	\$ 8.00	\$ 8.00		\$ 9.00
* This is a corrected figure.						
In 2023, attendance was up 7.7% and number of beer cups sold was down 28%.						
If there were as many beer cups sold as in 2022 the alcohol revenue would be \$14,058 higher.						

- As a result of this error, I requested all Alcohol Settlement Sheets for 2021, 2022 and 2023. I selected some of the larger events and recalculated the amount of alcohol determined sold as well as the mathematical determination of alcohol sold multiplied by the sales price. In other cases, I did a cursory review just mentally doing those calculations. I found two additional mathematical errors calculating the amount of alcohol sold that together resulted in the vendor removing \$1,304 of alcohol proceeds from the building without BEC receiving its share. In addition, another serious concern is that I found 13 instances where the sheet containing the calculation of alcohol sold was missing from the Alcohol Settlement Sheet. I gave the Business Manager and the Food and Beverage Manager several days to locate these, but they couldn't find them. Since I uncovered three math errors totaling \$10,572, it is a serious problem that supporting documents are missing.
- During interviews with current and former employees, an employee reported finding a large bag of cash after an event and stated they turned it into their boss's office, who returned it to the alcohol vendor. A former employee confirmed this to me during their interview.
- As a result of the weaknesses in internal controls that have existed for many years and the results of the very basic testing, I was able to perform, I have very low assurance the BEC has received all the proceeds from alcohol that it should have since the time these poor internal controls have been in place. The findings I have listed reveal a serious lack of oversight of the sale of alcohol at BEC.
- Since our initial fact-finding process started, the BEC and the vendor have taken steps to improve the internal controls surrounding alcohol sales. Cash registers are now used to record cash immediately upon receipt, and the cash register tapes are now reconciled to the counts on the Alcohol Settlement Sheets. This is a positive step. However, to my knowledge, cash is still not counted and reconciled to the cash register tape. In addition, I still had issues reconciling the numbers used to determine alcohol sold on the sheet provided to me using the new system (the first day of the state pool tournament on February 15, 2024).

B. WORK ENVIRONMENT

- Interviews with current and prior employees revealed serious personnel issues with some employees of BEC. There were constant references to the differences in the treatment of employees in the “front and back of the house.” The “front of the house” refers to employees in the Food and Beverage Department, the Marketing and Sales Department, and the Business Department. The “back of the house” refers to the Operations Department.
- Criticisms of the manager included poor communication, failure to treat all employees fairly and equally, failure to consistently enforce policies for employees in the “front and back of the house,” and instances where employees witnessed unprofessional behavior. Several individuals interviewed stated they feared retaliation or retribution from the manager.
- Some employees expressed a great deal of skepticism as to whether the current manager would be able to resolve the current personnel issues, and they don’t believe the BEC would grow towards its potential if the current operating style and practices remain in place.
- Finally, some employees and former employees said the manager gave preferential treatment to certain vendors.

C. CONTRACTS

- There were several instances where contracts with entertainment/vendors were not being signed until shortly before the events were to take place. NOTE: Since the start of the Fact-Finding Subcommittee’s work, the BEC has implemented the use of Docu-Sign, which allows for electronic signatures, and while there have been some initial challenges, it is hoped this will help resolve this issue.
- There is no consistent, documented, detailed system used by management to determine the likelihood of profitability for events scheduled by BEC. While the manager and others cited certain research and an approach used for large events, there was no consistent, detailed, documented system available to measure the success/failure of any approach used by management. A detailed documented system (especially for large events to start with) to analyze the potential profitability of events prior to scheduling them would provide BEC with a tool to enhance their efforts at success. An analysis of the actual success of events scheduled vs. the system prediction model would enable BEC to judge the reliability of the

system and modify it to improve it. As time passes and the system improves, it should be used for more events prior to scheduling them.

D. LACK OF COMPREHENSIVE PLAN

- The BEC's audited financial statements for the years 2018-2022 show operating losses of between \$1.63-\$2.83 million per year.
- Using BEC data and its 2018 strategic plan, from 2015 to 2023, the number of events at BEC grew from 651 in 2015 to 773 in 2023 (18.7% increase). However, the attendance went from 475,454 in 2015 to 341,954 in 2023 (28.5% decrease).
- BEC has been able to weather these losses in part due to \$3.3 million in COVID relief funds received from the federal government. However, those funds are essentially gone as of the end of 2023.
- Falling attendance despite an increase in the number of events suggests that an evaluation of the strategy used to schedule events would be prudent. Some type of documented research and analysis would enable the management team to evaluate if a significant change in the type or timing of entertainment scheduled is necessary.
- A detailed documented system to evaluate the likelihood of the profitability of events, as discussed in C, should also improve the chances of scheduling more events that make profits for BEC.
- The manager's job description states "...conducts operational and financial performance evaluations...". However, when asked about this during his interview. The manager did not seem familiar with these types of evaluations. He discussed meeting with his operational supervisors and was informed they have talked to their full time and changeover crew about operations procedures. He further discussed that from a financial standpoint, he monitors the budget. When prompted by his attorney, he stated he has not been given any formal evaluative criteria or expectations relating to this aspect of his job description. The manager stated the Budget Committee and portfolio holder have acknowledged the BEC does not make money but should try to get as close to zero as possible. He also stated, "We always rely on the enterprise fund, which is actually the bed and booze tax, to be our safety net." This statement is puzzling since it is my understanding that the bed and booze tax is essentially restricted to capital improvements and not BEC operations, so it is not a safety net.
- Even if the BEC manager has not received any direction from his supervisors on the expectations of the nature and operational and financial evaluations called for in his job descriptions, as the BEC

department head, he should have sought this information from his supervisors during his 15-year tenure. The fact they are called for in his job description illustrates his supervisors consider them important to the position.

- An example of an operational evaluation may be a coordinated review of the processes used to host events and transition to subsequent events. This would include the sales staff as well as the operations staff and would involve an analysis of the timing of the events, labor requirements of the full-time operations staff, sustainability of the current system, consideration of alternative methods and ways of measuring the effectiveness of both the current and alternative systems proposed. For example, would hiring more part-time staff to relieve pressure on the full-time Operations staff during exceptionally busy times be more cost-effective and provide the sales staff with insight as to the critical nature of the accuracy and sufficiency of pre-event information?
- An example of a financial evaluation may be a consistent measurement of the profitability of scheduled events accumulated on an annual basis measured against the pro forma model discussed in the CONTRACTS section above. Another example of a financial evaluation would be the consideration of a documented analysis of the most/least popular and most/least profitable items sold in the concessions area and a rotation of those products. It could also include considering an expansion of the number of concessions offered after considering a more efficient use of space. (For example, would a food court in the north lobby be worth the cost of refurbishing it?)

E. WRITTEN POLICIES

- I reviewed a manual I received from the Business Manager. He stated all department heads have this manual. The manual contains information such as evacuation plans, the most recent strategic plan, and BEC policies.
- During the fact-finding process, I noted the absence of formal policies for certain areas that may prove useful for BEC department heads and staff. These include:
 1. Formal policies for authorization for distribution of complimentary tickets (current system appeared sufficient).
 2. Authorization for who can negotiate rates for space and services.

3. Authorization and guidance on what qualifies as a write-off of an account (the current system includes too many entries that do not qualify as a write-off).
4. Establishing of internal controls for the sale of alcohol and retention of the related supporting documents.
5. Establishing the internal controls over concession stand sales (which appeared very good based upon my walk-through).
6. Documenting the internal procedures surrounding the receipt of payments in the Business Office.

F. VENDORS AND BIDS

- Several vendors were interviewed as part of the fact-finding process. Many indicated they were pleased with the BEC Marketing and Sales manager and staff they dealt with. However, a few indicated they were frustrated dealing with the BEC manager. One stated he had been unprofessional to their staff.
- A vendor indicated that they signed a long-term contract with the BEC but would not do so again because many of the opportunities they were promised to help recover their investment have not been realized. While they were satisfied dealing with the Marketing and Sales staff, they specifically indicated they felt the manager “brought nothing to the table” and they hadn’t met with him in several years. The vendor said they had put a significant amount of money into the BEC. Their contract is up in a year or two, but they have not been contacted by BEC to discuss continuing the business relationship or to improve or increase their opportunities.
- A couple of vendors indicated they felt they were treated unprofessionally by the Food and Beverage Manager and staff.
- Two vendors who were unsuccessful bidders for the 2024 alcohol bid were extremely unhappy, and both felt the process was not fair and equitable to all bidders. One indicated they felt the process was fixed from the beginning.
- I reviewed the bidding process relating to the 2024 alcohol contract, and I have some concerns regarding the scoring of the bids. One concern related to the fact that the 5 individual scorers were allowed to keep their scores for each bid anonymous. In other words, the scores were turned in and accumulated, but no one knew which scores belonged to which scorer. Per discussion with the current City Administrator, this is common practice for all city departments. This was not the practice at the State Auditor’s Office, and honestly, I don’t

see its benefits. In fact, I believe this part of the process may allow a scorer to display a bias. One of the reasons I bring it forward is that in one case, the successful bidder got a perfect 45 from one scorer (a top score of 5 in all 9 categories). I have a fair amount of experience scoring bids from professional CPA firms. One of the categories to be scored asked how many people the bidder could bring to the job at a time. This is understandably important because the BEC could be hosting multiple events and require multiple bars at more than one event. The successful bidder indicated they could bring 50 people to the job on any given date and received a high score of 5 points from this scorer. Another bidder indicated they could bring 60 people to the job on any given date, and this same scorer awarded them 3 points. Finally, another bidder stated that they could bring 80 people to the job on any given date, and the same scorer awarded them 4 points. I do not believe any amount of logic or reasoning could justify those scores for those bidders from the same individual.

- In comparing other scores in different categories, I noted some additional concerning items. Some of these items may be attributable to the relative inexperience of the scorers in the process. But I also feel having the scorers “own” their scores by having them identified also reduces the chances of bias entering the process. However, the winning bidder did have the most professional bid submitted and did address all the items requested in the RFP. In my judgment, I have serious doubts whether another set of scorers would have reached a different conclusion in awarding the bid. However, I am convinced the final decision would have been closer than it was. I bring this information to the attention of the City Commission to illustrate the issue of allowing scorers on bids to remain anonymous.

FINDING

The Fact-Finding Subcommittee concludes that manager Charlie Jeske has demonstrated a lack of leadership, questionable judgment, and poor management for failing to address the issues cited above sufficiently. The poor internal controls surrounding the sale of alcohol were allowed to continue throughout his entire BEC career despite clear direction in his job description to establish policies and procedures to ensure the efficiency and effectiveness of department operations. It’s likely that because of the weak controls, the BEC has not received all the money from the sale of alcohol as it should have during his tenure.

Despite continued decreases in attendance and consistent financial losses, Mr. Jeske failed to develop a formal, comprehensive plan to explore potential strategies to address either situation. The falling attendance comes despite an increase in the number of events hosted by BEC. This would suggest that documented research and analysis of alternative methods of targeting and scheduling events would be prudent management.

The BEC was able to sustain continued operational losses due to over \$3.3 million of federal funds (Sheltered Venues Operating Grant) received in 2021. However, these funds are essentially gone, and the manager should have used his experience and expertise, in addition to input from his management team, to develop a documented formula to assist in targeting and scheduling entertainment, which has a higher likelihood of profitability. While these types of venues typically operate at a loss, successful pro forma tools help reduce that loss. In addition, if this had been done years ago, the formula could have been refined. It could also have been used comparatively for a post-event analysis on a year-over-year basis to show progress.

Employee and former employee interviews revealed significant issues that have existed for many years. Employees cited poor communication from the manager, failure to consistently treat employees fairly and equally, failure to enforce policies for employees in the front and the back of the house, unprofessional behavior, and fear of retribution and retaliation from the manager. When interviewed and asked about the employees' work environment, Mr. Jeske replied, "I thought we got along. To this day, I still think we get along quite well..." Later in the interview, he acknowledged that in the industry, "...the front of the house creates a headache for the back of the house to handle.." However, he went on to complain about his operations manager rather than accept any responsibility. The BEC manager's job description clearly calls for him to supervise the staff, and these unresolved personnel issues clearly indicate he has not sufficiently fulfilled that requirement.

Contract management issues appear to have started to be addressed only when the subcommittee's work began. There is still more work to be done relating to designing and documenting the pro forma analysis (as discussed above) prior to signing contracts.

While most vendors interviewed were very happy with the BEC Marketing and Sales Manager and staff, some were not pleased with the BEC manager.

As a result of these issues, which have existed for years in some cases, and the first finding above, the Fact-Finding Subcommittee feels it is neither reasonable

nor prudent to retain Charlie Jeske as BEC manager. Therefore, it is the Fact-Finding Subcommittee's recommendation that his employment be terminated.

3. SECONDARY RECOMMENDATIONS

- A. The City Commission consider approval of BEC securing a point of sale (POS) system for use for the sale of alcohol. The errors found, and the fact a POS system will reduce the amount of cash involved make such an investment worth it. If the BEC needs to be rewired to accomplish this—the rewiring is going to have to be done at some point in the future anyway and will most likely significantly improve technology usage by BEC staff.
- B. The City Commission consider requiring the BEC to institute a policy of having 360-degree evaluations at least once every two years. These evaluations should be developed by the City HR department and be mailed to the employee's home address and returned directly to the City HR department. They should include an evaluation of each employee's direct supervisor, department head, and the BEC manager.
- C. The City Commission consider hiring a firm to conduct a risk assessment of the BEC. Considering the age of the building and the equipment (boilers, etc.), as well as the number of events and the public attendance, it would be prudent to identify the largest risks to the public and the employees. This would also provide the commission with a basis to prioritize funding for capital improvements.
- D. The City Commission should consider modifying its contract with the CPA firm conducting the audit of the city to include an agreed-upon procedure. The CPA firm uses materiality to determine how much time and work it spends on each aspect of the City of Bismarck audit. It does very limited work at the BEC. An agreed-upon procedure would require the firm to conduct certain work (agreed on between the client and the firm) at BEC. This could be anything the Commission feels it wants to be examined. Considering what the employees have been through the last several months, I would suggest holding off on implementing this recommendation for at least one audit cycle.



Administration Department

DATE: March 12, 2024

FROM: Michael Schmitz, Mayor

ITEM: Department Director Employment and Performance Policy.

REQUEST:

Continued discussion and approval of department director employment and performance processes.

BACKGROUND INFORMATION:

At the January 23, 2024, City Commission meeting, the Board reviewed the amended Department Director Employment and Performance Process Policy. At the meeting, the Commission directed staff to amend the drafted policy regarding how the City Administrator interacts with the City Commission regarding supervision of department directors. The amended policy is attached for consideration and approval.

RECOMMENDED CITY COMMISSION ACTION:

Approve the department director employment and performance process policy.

STAFF CONTACT INFORMATION:

Michael Schmitz, Mayor, mschmitz@bismarcknd.gov

ATTACHMENTS:

1. Director Employment and Performance Policy

DEPARTMENT DIRECTOR EMPLOYMENT AND PERFORMANCE PROCESSES

For all department directors protected by civil service, the following additional steps are required with their employment:

1. When a vacancy occurs in a department director position, the Human Resources Director shall consult with the City Administrator and portfolio holders affected to develop a plan for filling the vacancy to be presented to the City Commission for approval. That plan will detail the types of examinations, composition of interview panel(s) and proposed timeline for the process.
2. For every probationary and annual performance evaluations for a department director, the City Administrator shall provide the draft evaluation to the portfolio holder(s) for review and input at least five days prior to the scheduled time for meeting with the department director.
3. Prior to any adverse employment action, the City Administrator will record the attempt to inform and discuss the action with the portfolio holder of the plan for such action. Adverse employment action will include, but not be limited to, a disciplinary warning, performance improvement plan, suspension, or termination of a department director. If a department director is placed on paid administrative leave, the City Administrator will notify the portfolio holder as soon as practicable, recognizing that placing an employee on paid administrative leave may require immediate action to protect the City. All civil service processes and protections remain for department directors.

Approval Date:



Engineering Department

DATE: March 12, 2024

FROM: Gabe Schell, City Engineer

ITEM: City Concrete (CC)24 - Parts A-1, A-2, and B

REQUEST:

Request for resolution creating district Parts A-1, A-2, and B, Resolution Approving Plans and Specifications, and authorization to advertise and receive bids for City Concrete (CC)24 - Parts A-1, A-2, and B

BACKGROUND INFORMATION:

This project includes the annual city concrete contracts to construct concrete sidewalks, driveways and other concrete as petitioned by land developers or homeowners and as needed by any city department during the 2024 construction season. The project is divided into three separate contracts. Contractors may submit a bid for any or all of these three parts of the city concrete contract.

The contracts are divided as follows:

Part A-1 - New Sidewalk, Driveway Aprons and Driveway Widening.

Property owners or developers will submit a petition for the improvements and designate whether they are to be installed by a private contractor or the city contractor (under this contract). If the improvements are to be installed by the city contractor, the petitioner may elect to pay for them directly or through a special assessment. The area and amount of this work will be determined by the petitions received.

Part A-2 - Sidewalk Gaps

Each year the City Commission determines which areas of the city to focus on to close the sidewalk gaps (see attached maps). Staff receives numerous requests from citizens identifying gap closure requests. Additionally, staff has reviewed areas of the city where there is a high probability of pedestrian traffic and a sidewalk gap prevents or limits pedestrian movements. This project contributes to the adopted strategic plan focus areas of all ages & all wages as well as complete connectivity.

This year staff recommends areas shown in blue on the attached maps. A list of the benefitting addresses and approximate lengths of sidewalks are included as exhibits. Included in this year's recommended sidewalk gap closures are areas of undeveloped lots within mostly developed areas and areas of known and potential pedestrian activity connecting parks,

commercial and/or residential properties.

Engineering will also be rolling out a new tool for the public to provide input on sidewalk connectivity in our community. The public will be able to engage with this tool and describe pedestrian crossing or gap issues. Engineering will use this information to inform decisions and recommendations we make for the sidewalk gap project and also our annual street maintenance projects. We will showcase this new tool in multiple locations on the city website and will support the rollout with additional public outreach. The link below is live and ready for public engagement <https://arcg.is/0iDSqv0>.

If the Commission approves the sidewalk gap areas, staff will send letters to the property owners with the sidewalk gaps. The property owner has the option to have the work completed by a private contractor or the city contractor. If the improvements are to be installed by the city contractor, the property owner may elect to pay for them directly or through a special assessment. If the property owner fails to return their petition by a specified date, those sidewalks will be constructed by the city contractor and special assessed to the benefiting property.

Part B - Hazardous Sidewalks and Miscellaneous Concrete Repair

Each year the City Commission determines which areas of the city to have staff inspect the sidewalks to identify and correct any hazardous sidewalks in those areas. This year staff recommends the area marked as 2024. The project area represents approximately 29.4 miles of existing sidewalk. Part B will also include miscellaneous concrete repairs paid through other City departments. These areas are usually related to concrete restoration after a water main break or curb and gutter damage caused by snow removal operations. All costs related to this contract are paid through the requesting City department's budget and are not special assessed.

If the Commission approves the areas for hazardous sidewalk inspections, staff will inspect all sidewalks in these areas. Additionally, staff will respond to complaints and requests regarding hazardous sidewalks throughout the community. For any sidewalk not meeting the City's specifications, the property owner of the hazardous sidewalk will be sent a letter asking them to correct the hazard. The property owner will have the option to have the work completed by a private, City-approved contractor or the City contractor. If the improvements are to be installed by the City contractor, the property owner may elect to pay for them directly or through a special assessment. If the property owner fails to return their petition by a specified date, those sidewalks will be constructed by the City contractor and special assessed to the benefiting property. The area and amount of this work to be performed are not known until after the staff evaluation is complete, so it is not possible to include the properties in a pre-approved list at this time.

Project Schedule

Authorization to Advertise:	March 12, 2024
Receipt and Opening of Bids:	April 2, 2024
Bid Award:	April 9, 2024
Project Completion:	June 1, 2025

RECOMMENDED CITY COMMISSION ACTION:

Resolution Creating District CC24 - Parts A-1, A-2, and B

Resolution Approving Plans and Specifications

Authorization to Advertise and Receive Bids for City Concrete (CC) 24 - Parts A-1, A-2, and B

STAFF CONTACT INFORMATION:

Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:

1. 2024 Gap Sidewalk Areas
2. 2024 Gap Sidewalk Addresses
3. 2024 Hazardous Sidewalk Areas



Property & Sidewalk Classification

- EXISTING SIDEWALK
- PROPOSED GAP CLOSURE

2911 Powder Ridge Drive





Property & Sidewalk Classification

- EXISTING SIDEWALK
- NON-EXISTING SIDEWALK
- PROPOSED GAP CLOSURE

3419 Chisholm Trail



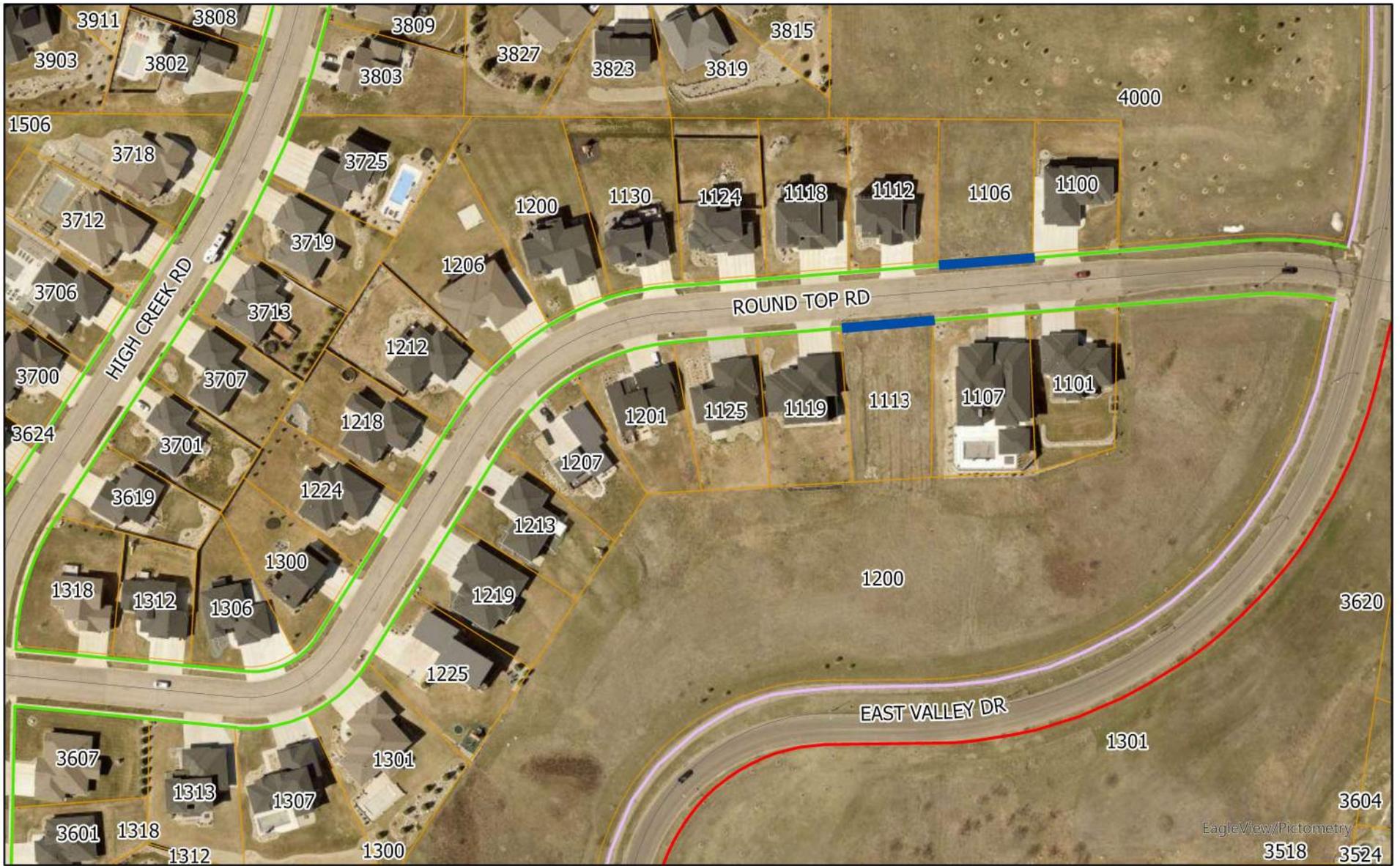


Property & Sidewalk Classification

- EXISTING SIDEWALK
- NON-EXISTING SIDEWALK
- PROPOSED GAP CLOSURE

3816 Clairmont Road





Property & Sidewalk Classification

- EXISTING SIDEWALK
- NON-EXISTING SIDEWALK
- PROPOSED GAP CLOSURE
- EXISTING TRAIL

Round Top Road



EagleView/Pictometry

3518 3524



Property & Sidewalk Classification

- EXISTING SIDEWALK
- PROPOSED GAP CLOSURE

4200 High Creek Road





Property & Sidewalk Classification

- EXISTING SIDEWALK
- PROPOSED GAP CLOSURE

316 Versailles Avenue





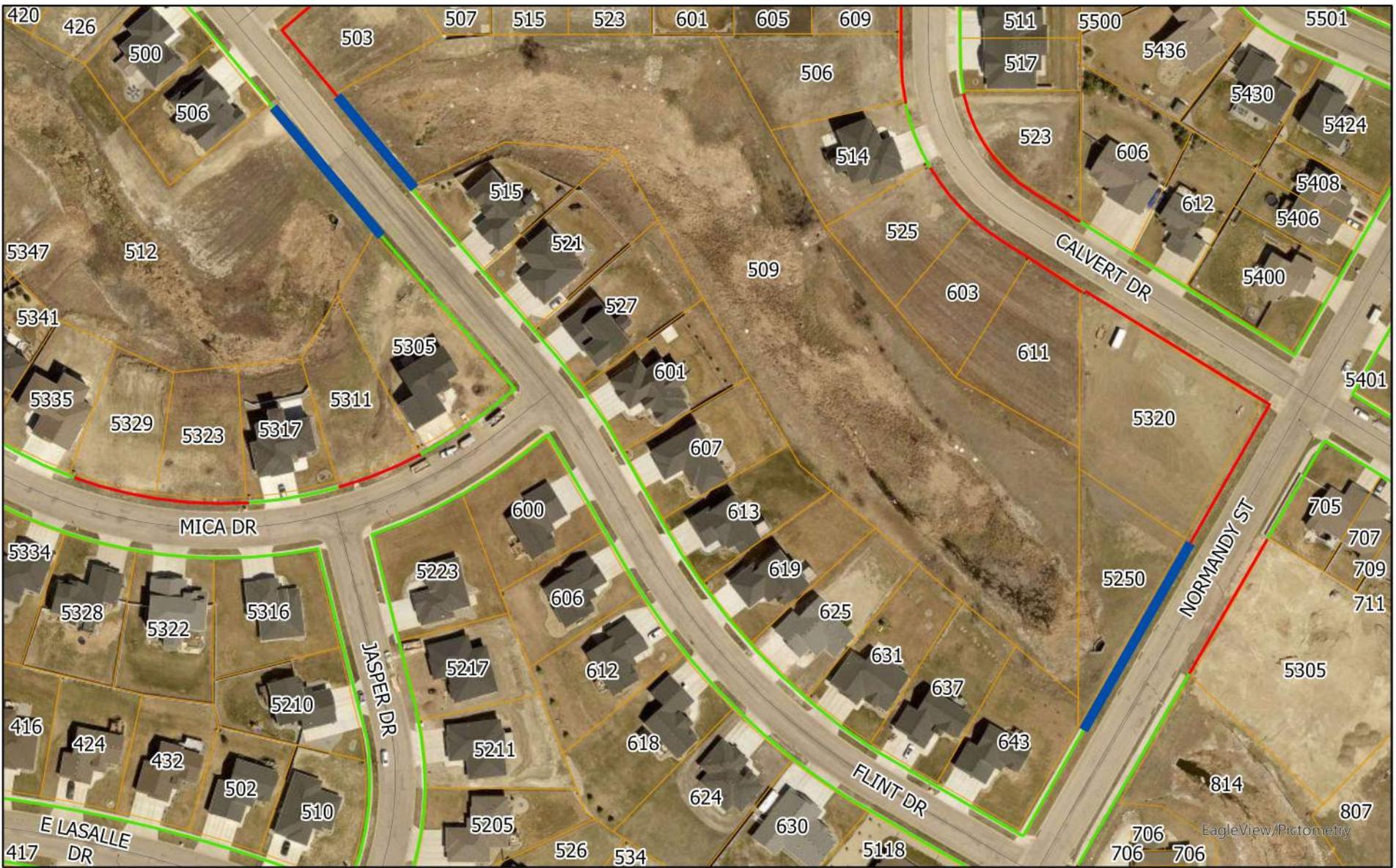
EagleView/Pictometry

Property & Sidewalk Classification

- EXISTING SIDEWALK
- PROPOSED GAP CLOSURE
- EXISTING TRAIL

Normandy & Coleman



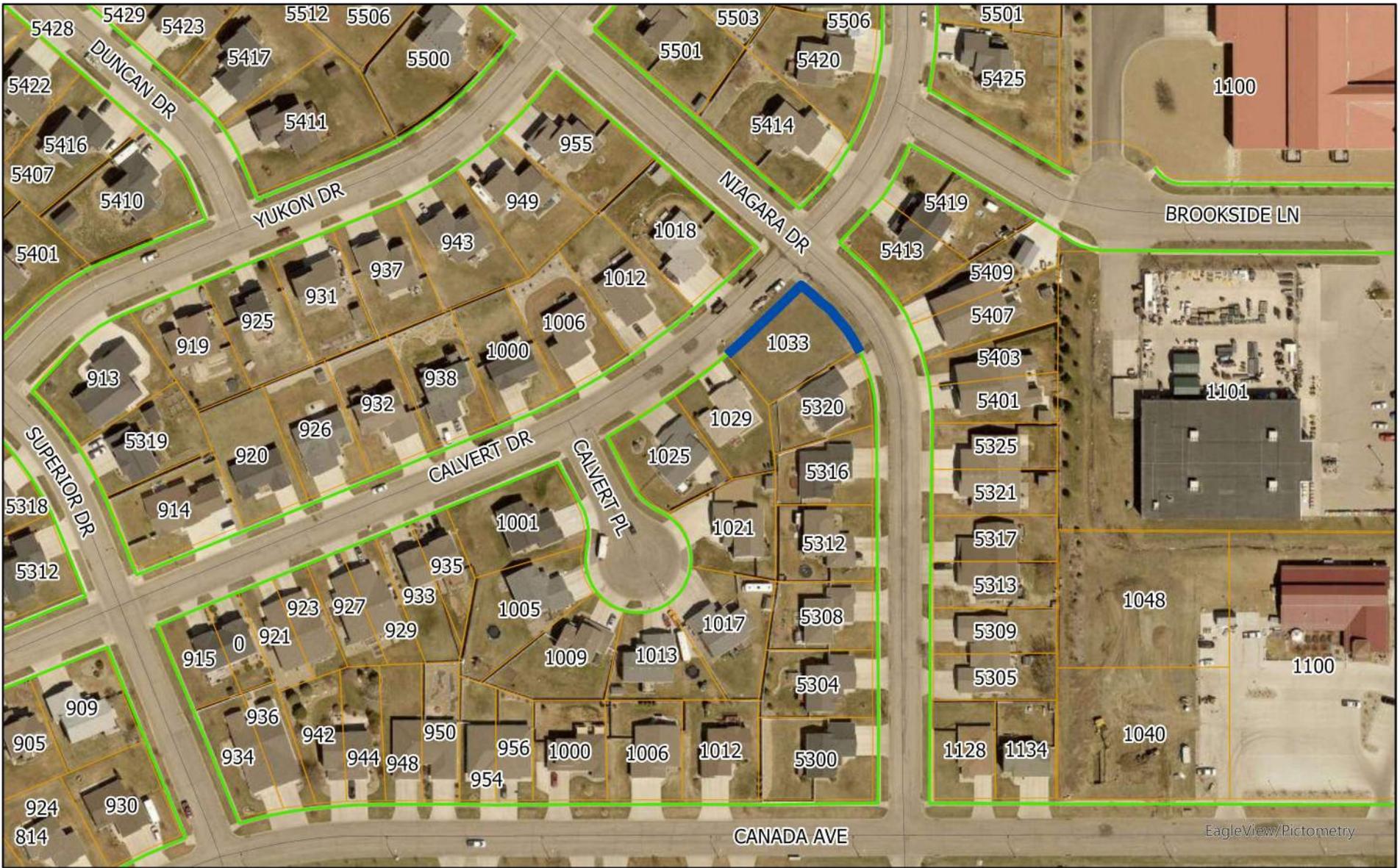


Property & Sidewalk Classification

- EXISTING SIDEWALK
- NON-EXISTING SIDEWALK
- PROPOSED GAP CLOSURE

Flint & Normandy





EagleView/Pictometry

Property & Sidewalk Classification

- EXISTING SIDEWALK
- PROPOSED GAP CLOSURE

1033 Calvert Drive





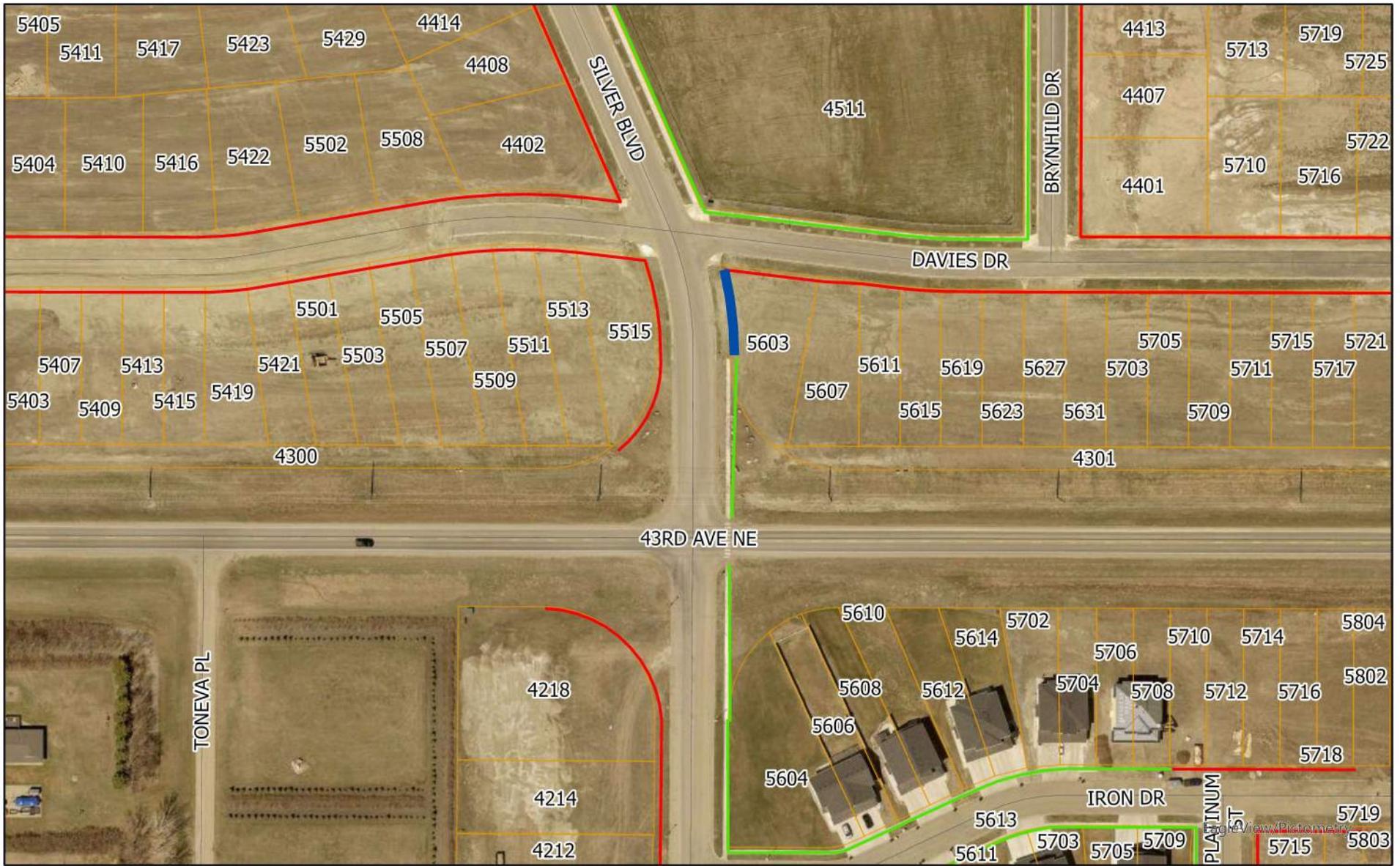
Property & Sidewalk Classification

- EXISTING SIDEWALK
- NON-EXISTING SIDEWALK
- PROPOSED GAP CLOSURE

3902 Nebraska Drive



EagleView/Pictometry



Property & Sidewalk Classification

- EXISTING SIDEWALK
- NON-EXISTING SIDEWALK
- PROPOSED GAP CLOSURE

5603 Davies Drive



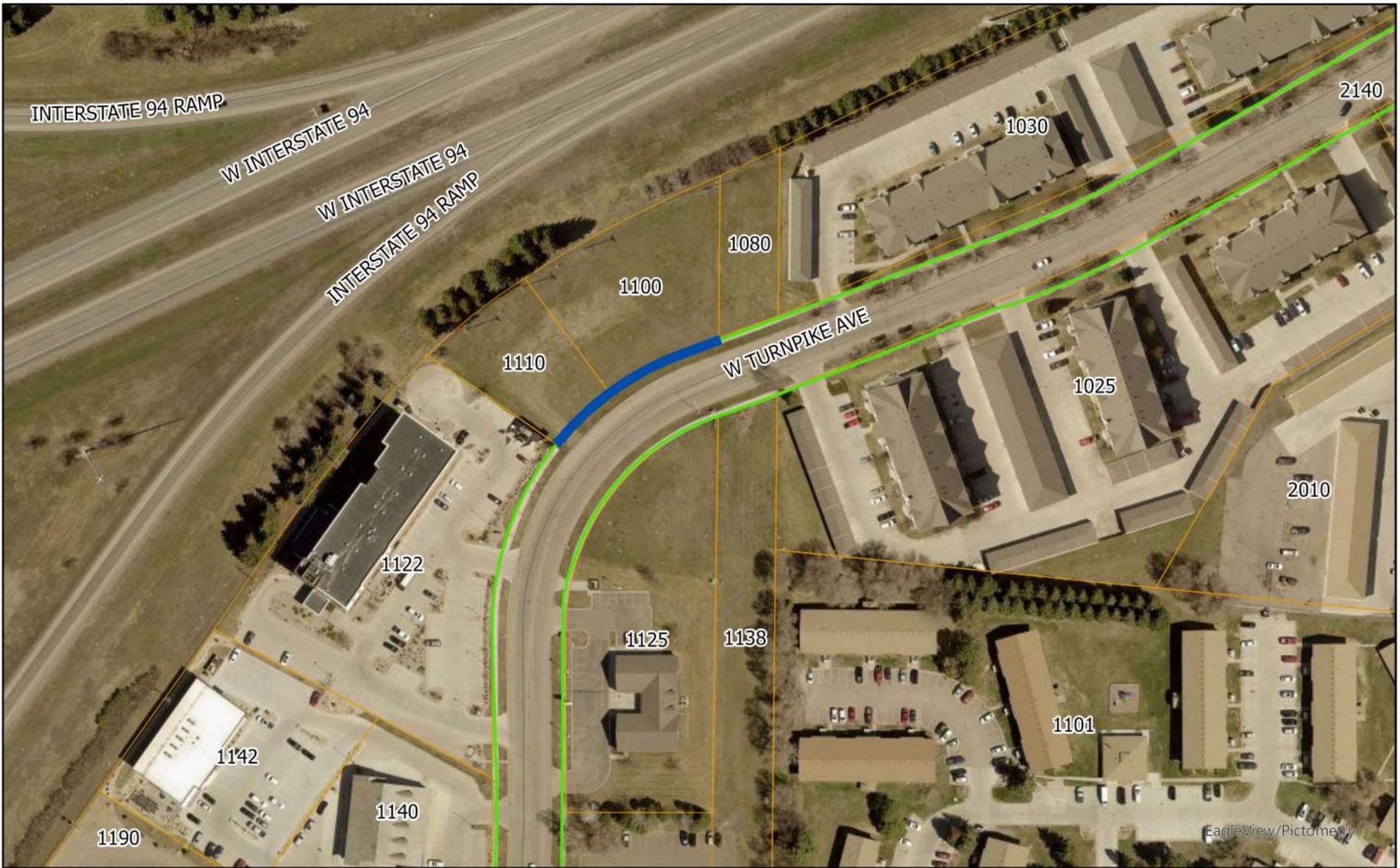


Property & Sidewalk Classification

- EXISTING SIDEWALK
- NON-EXISTING SIDEWALK
- PROPOSED GAP CLOSURE
- EXISTING TRAIL

3254-3256 E. Capital Avenue



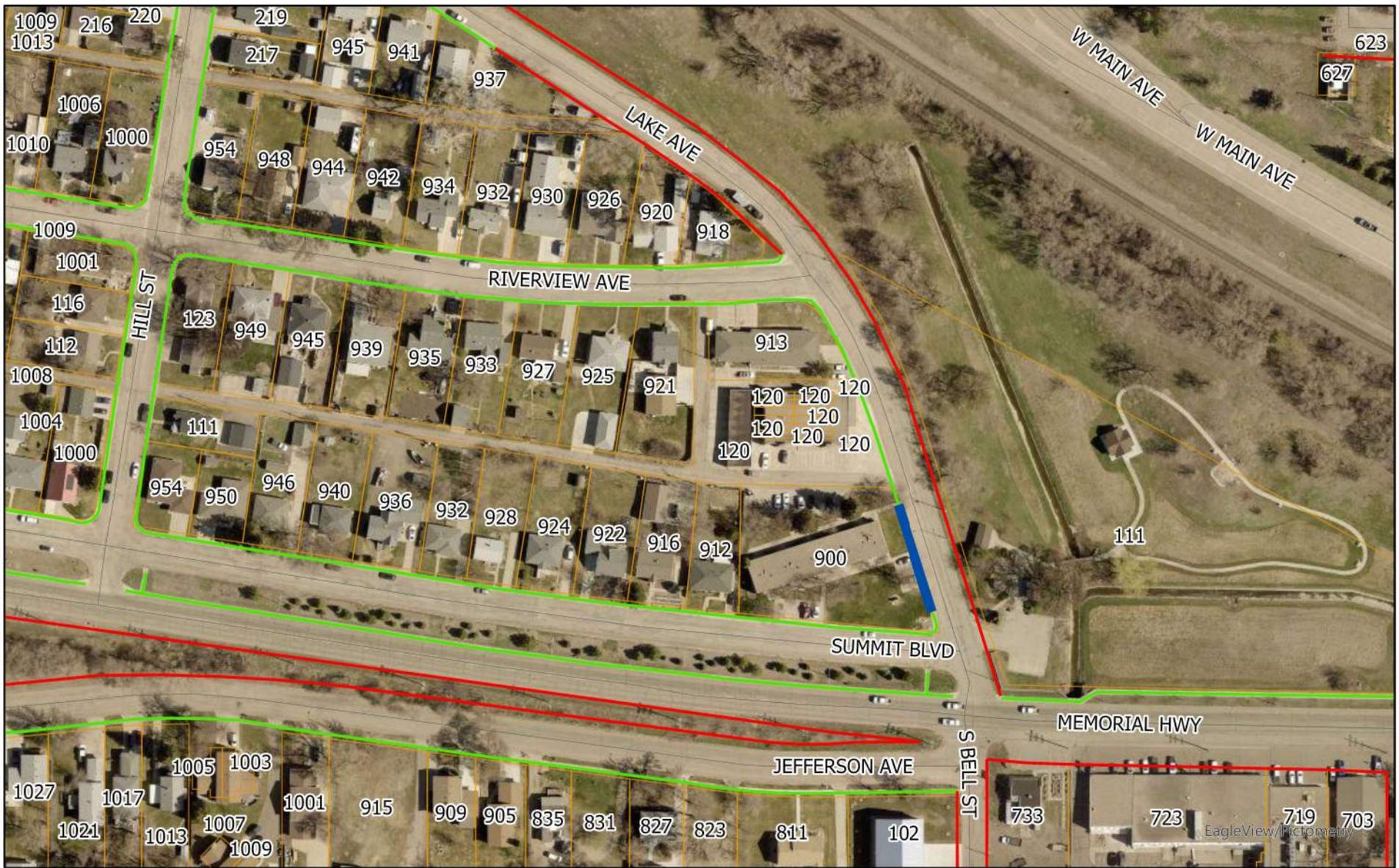


Property & Sidewalk Classification

- EXISTING SIDEWALK
- PROPOSED GAP CLOSURE

1100-1110 W. Turnpike Avenue





Property & Sidewalk Classification

- EXISTING SIDEWALK
- NON-EXISTING SIDEWALK
- PROPOSED GAP CLOSURE

900 Summit Boulevard



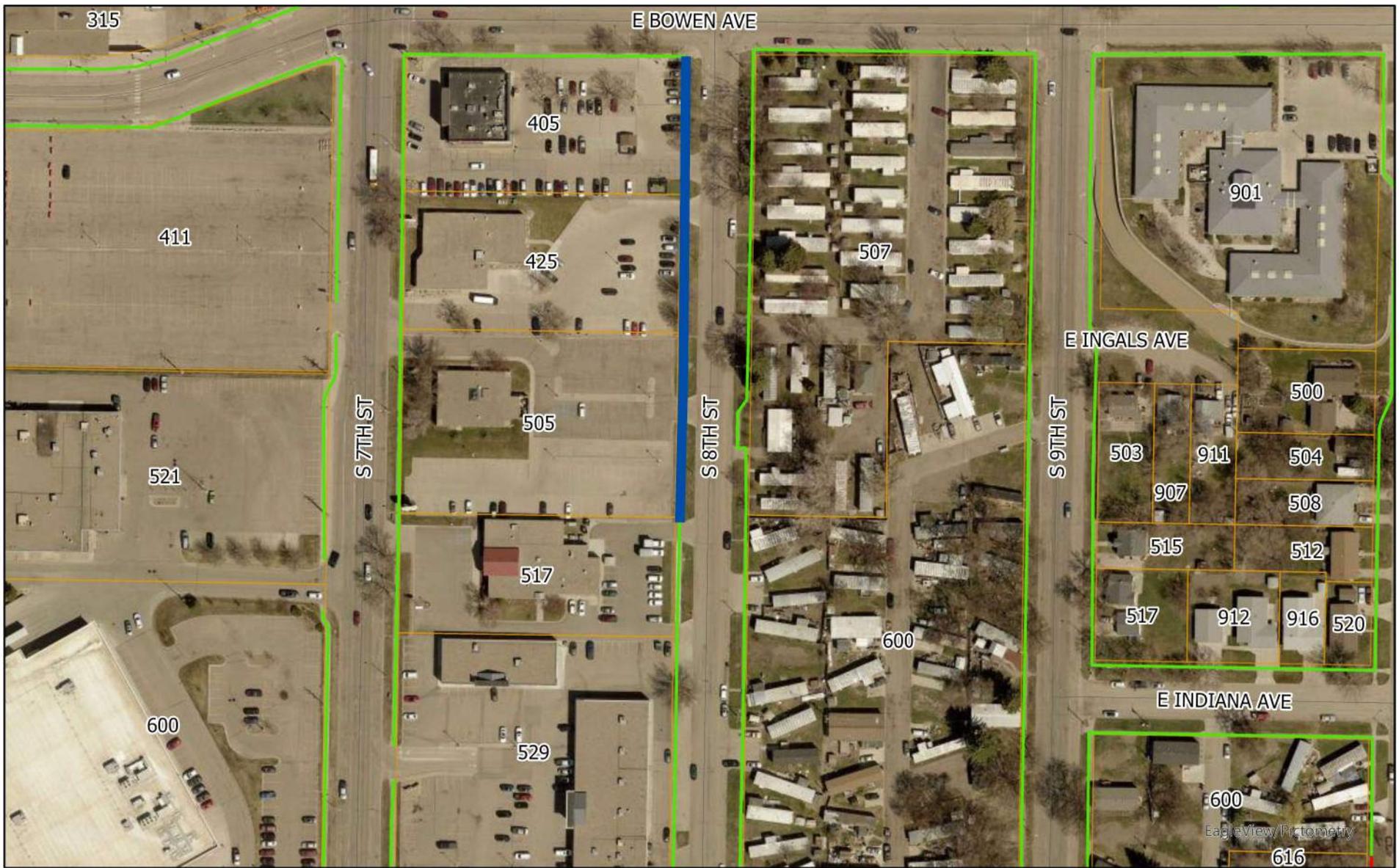


Property & Sidewalk Classification

- EXISTING SIDEWALK
- NON-EXISTING SIDEWALK
- PROPOSED GAP CLOSURE

W. Sweet & S. Mandan





Property & Sidewalk Classification

- EXISTING SIDEWALK
- NON-EXISTING SIDEWALK
- PROPOSED GAP CLOSURE

S. 8th Street





Property & Sidewalk Classification

- EXISTING SIDEWALK
- PROPOSED GAP CLOSURE

1205 E. Front Avenue



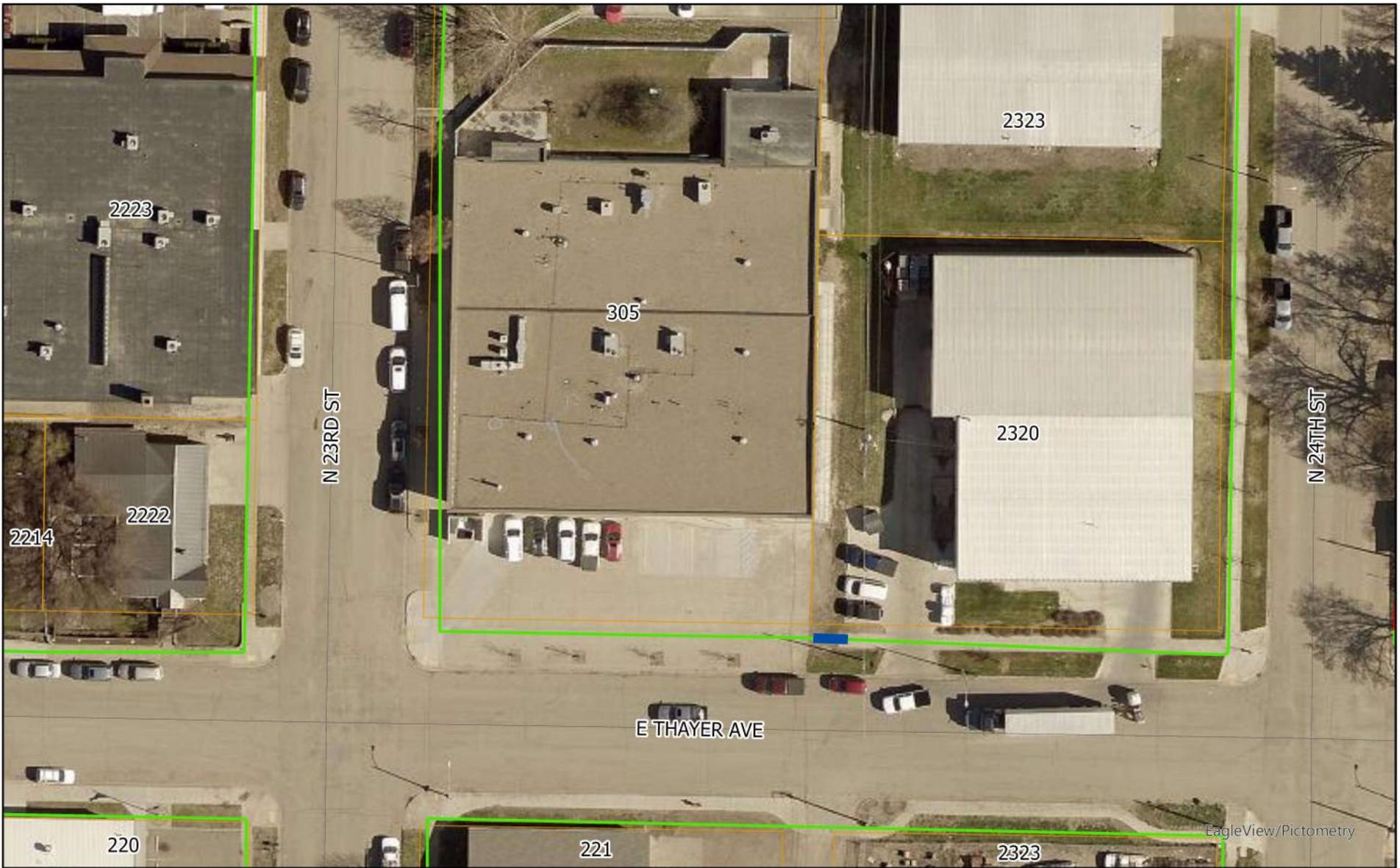


Property & Sidewalk Classification

- EXISTING SIDEWALK
- NON-EXISTING SIDEWALK
- PROPOSED GAP CLOSURE

S. 15th & 16th





Property & Sidewalk Classification

- EXISTING SIDEWALK
- NON-EXISTING SIDEWALK
- PROPOSED GAP CLOSURE

305 N. 23rd Street





Property & Sidewalk Classification

- EXISTING SIDEWALK
- NON-EXISTING SIDEWALK
- PROPOSED GAP CLOSURE

E. Thayer & N. 24th





Property & Sidewalk Classification

- EXISTING SIDEWALK
- NON-EXISTING SIDEWALK
- PROPOSED GAP CLOSURE
- PENDING GAP CLOSURE

E. Broadway & Eastdale





Property & Sidewalk Classification

- EXISTING SIDEWALK
- PROPOSED GAP CLOSURE

1342 Georgia Street





Property & Sidewalk Classification

- EXISTING SIDEWALK
- PROPOSED GAP CLOSURE

638 Cottonwood Loop



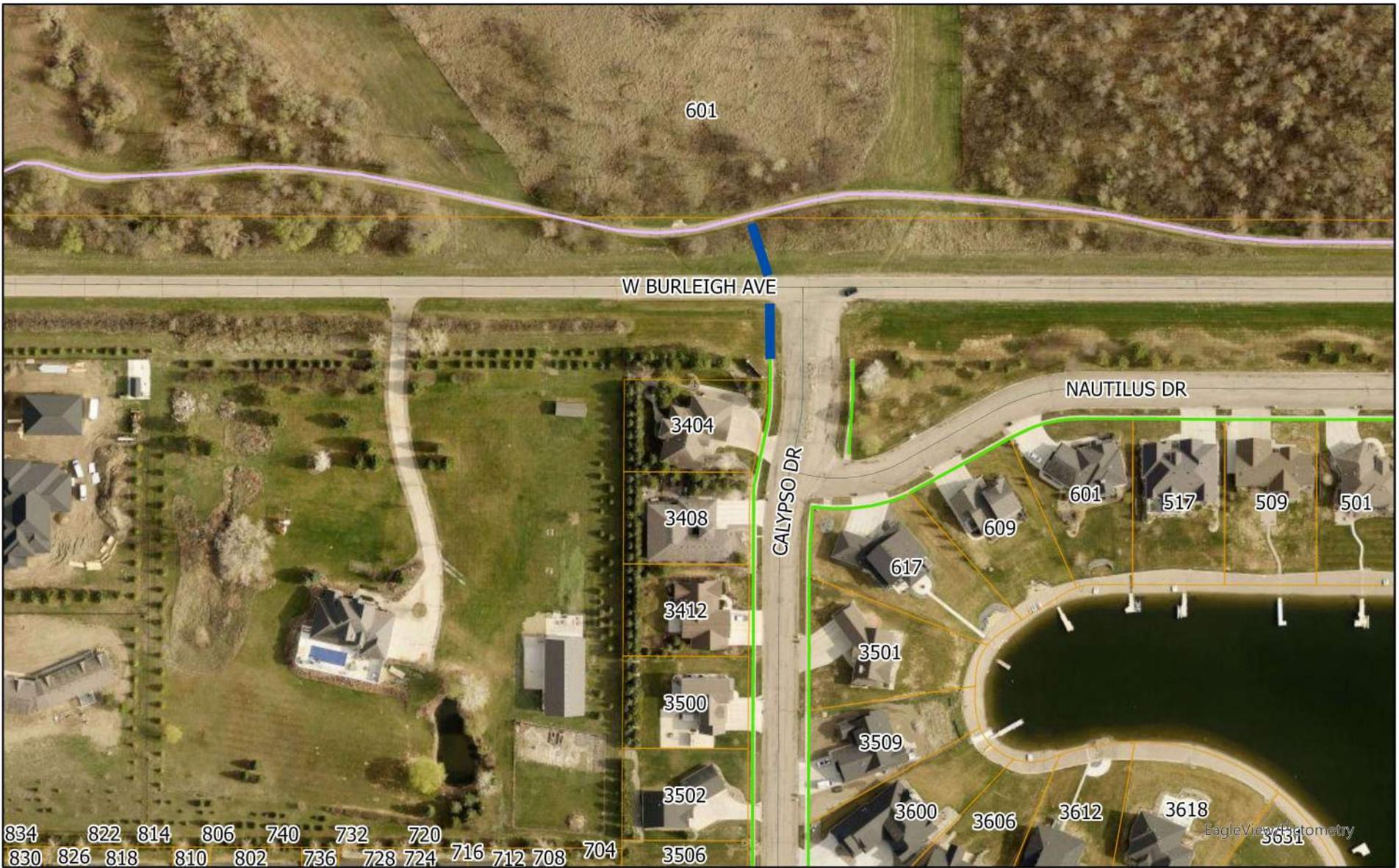


Property & Sidewalk Classification

- EXISTING SIDEWALK
- NON-EXISTING SIDEWALK
- PROPOSED GAP CLOSURE
- EXISTING TRAIL

1500 Clipper Place





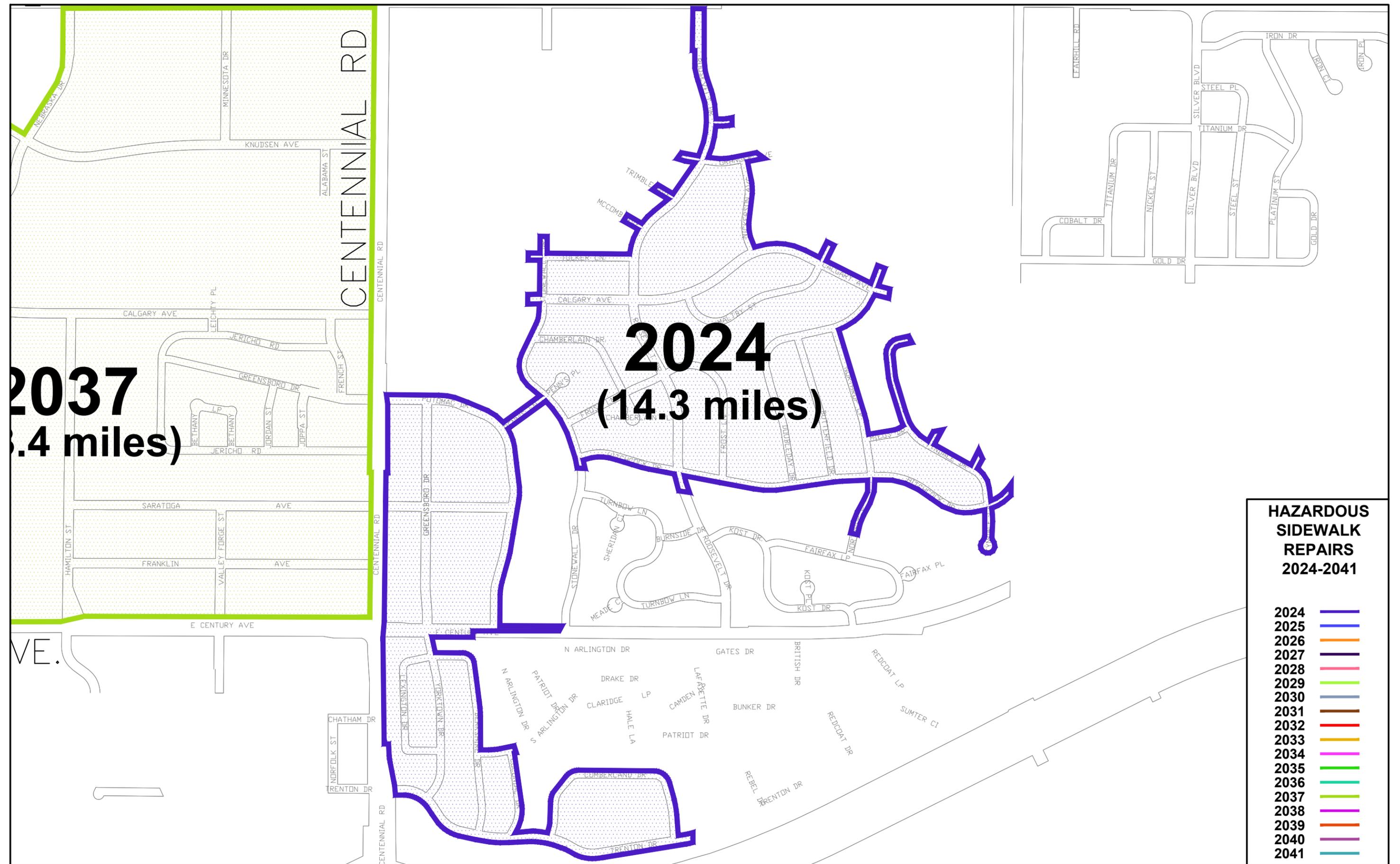
Property & Sidewalk Classification

- EXISTING SIDEWALK
- PROPOSED GAP CLOSURE
- EXISTING TRAIL

W. Burleigh @ Calypso Trail Access



Address	Year Street First Constructed	Proposed Installation (LF)	Additional Work	Proposed Width
2911 Powder Ridge Drive	2012	88		4.5
3419 Chisholm Trail	2012	84		4.5
3816 Clairmont Road	2012	50		4.5
1106 Round Top Road	2011	105		4.5
1113 Round Top Road	2011	101		4.5
4200 High Creek Road	2011	89		4.5
1204 Golden Wave Drive	2008	86		4.5
1113 Medora Avenue	2008	84		4.5
316 Versailles Avenue	2005	344		6.0
4401 Normandy Street	2012	247		6.0
4500 Coleman Street	2007	568		6.0
509 Flint Drive	2020	131		4.5
512 Flint Drive	2020	183		4.5
5250 Normandy Street	2007	234		4.5
1033 Calvert Drive	2007	208		4.5
3902 Nebraska Drive	2013	111		4.5
5603 Davies Drive	2020	94		4.5
3254 E. Capitol Avenue	1979	37		4.5
3256 E. Capitol Avenue	1979	41		4.5
3016 Sleepy Hollow Loop	2006	68		4.5
1100 W. Turnpike Avenue	1983	135		6.0
1110 W. Turnpike Avenue	1983	81		6.0
900 Summit Boulevard	1950	87		4.5
301 S. Mandan Street	1958	140		6.0
201 W. Sweet Avenue	1958	127	ADA Ramp	4.5
405 S. 7th Street	1966	122		6.0
425 S. 7th Street	1966	128		6.0
505 S. 7th Street	1966	175		6.0
1205 E. Front Avenue	1954	115	ADA Ramp	6.0
1502-1510 E. Sweet Avenue	1963	112		6.0
310 S. 16th Street	1953	33		4.5
1522 E. Bowen Avenue	1953	142		4.5
305 N. 23rd Street	1950	14		6.0
2400 E. Broadway Avenue	1950	101		6.0
3125 E. Thayer Avenue	1975	123	ADA Ramp	6.0
3111 E. Broadway Avenue	1975	108		6.0
3131 E. Broadway Avenue	1975	182	ADA Ramp	6.0
2123 Morrison Avenue	1981	381		6.0
1342 Georgia Street	1979	41		6.0
638 Cottonwood Loop	1989	83		4.5
1510 Clipper Place	1996	104		4.5
Burleigh Avenue & Calypso Drive trail crossing	2007	119	2 ADA Ramps	Variable 4.5-10
Total =		5606		



2037
(14.4 miles)

2024
(14.3 miles)

**HAZARDOUS
SIDEWALK
REPAIRS
2024-2041**

2024	Blue
2025	Light Blue
2026	Orange
2027	Dark Blue
2028	Pink
2029	Light Green
2030	Light Blue
2031	Brown
2032	Red
2033	Yellow
2034	Magenta
2035	Green
2036	Teal
2037	Light Green
2038	Purple
2039	Orange
2040	Purple
2041	Teal

2027
(12.1 miles)

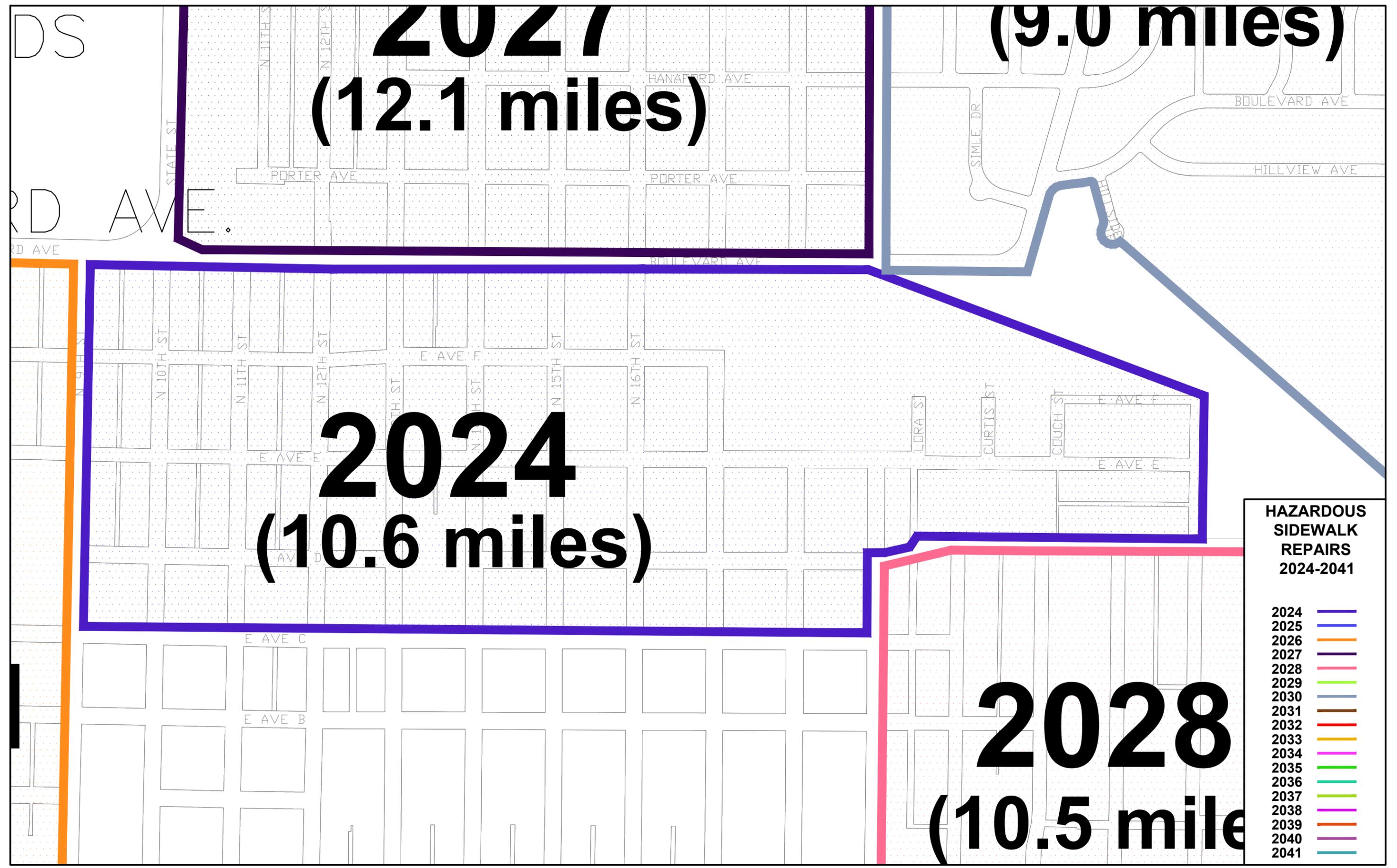
(9.0 miles)

2024
(10.6 miles)

2028
(10.5 mile)

**HAZARDOUS
SIDEWALK
REPAIRS
2024-2041**

- 2024
- 2025
- 2026
- 2027
- 2028
- 2029
- 2030
- 2031
- 2032
- 2033
- 2034
- 2035
- 2036
- 2037
- 2038
- 2039
- 2040
- 2041

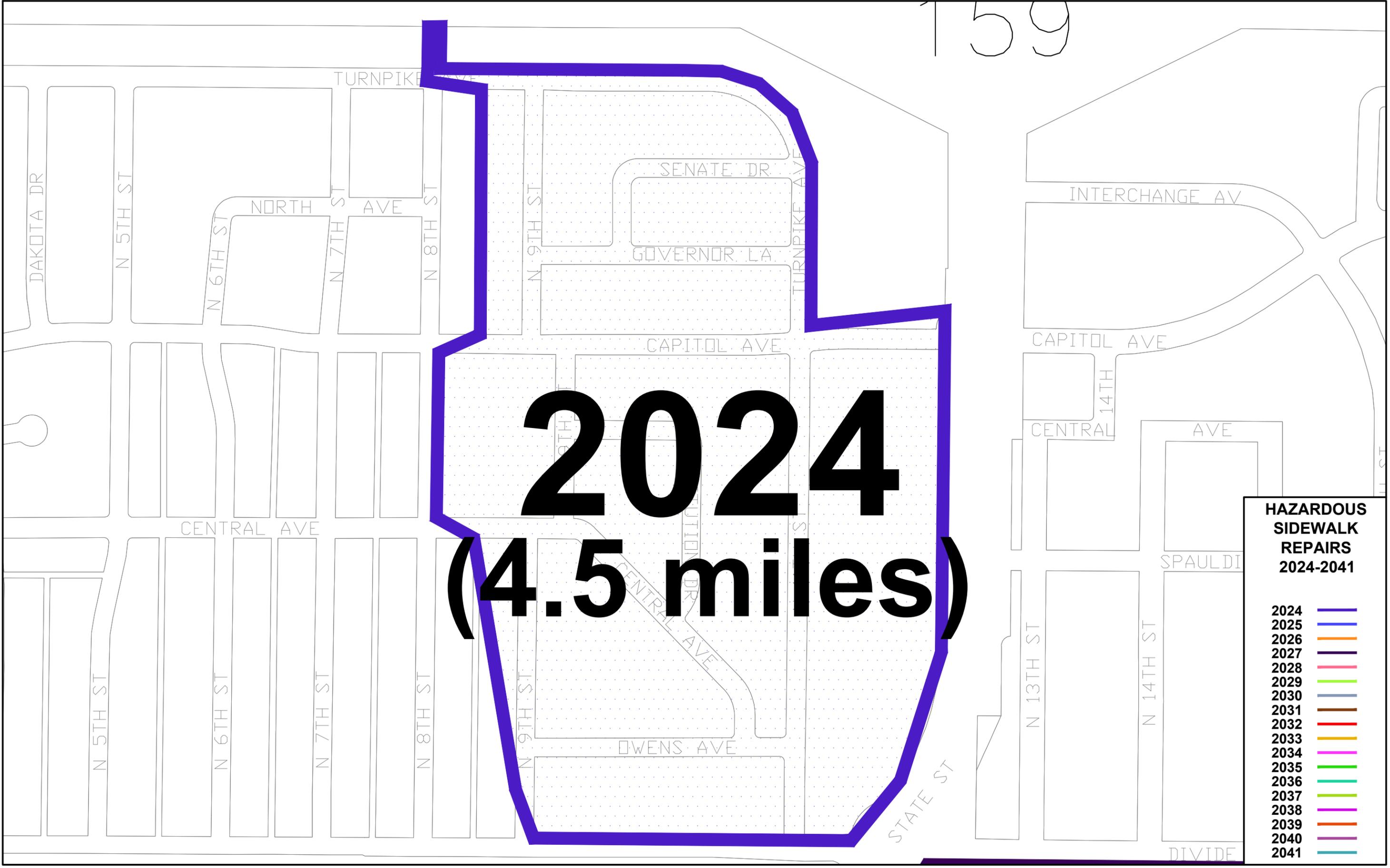


159

2024
(4.5 miles)

**HAZARDOUS
SIDEWALK
REPAIRS
2024-2041**

- 2024
- 2025
- 2026
- 2027
- 2028
- 2029
- 2030
- 2031
- 2032
- 2033
- 2034
- 2035
- 2036
- 2037
- 2038
- 2039
- 2040
- 2041





Engineering Department

DATE: March 12, 2024

FROM: Gabe Schell, City Engineer

ITEM: Street Improvement District SI 578.

REQUEST:

Consider request for resolutions receiving bids, ordering preparation of the engineer's statement and awarding contracts for SI 578.

BACKGROUND INFORMATION:

Street Improvement District SI 578 consists of 6 units (266 blocks) for roadway maintenance, consisting of a scrub seal. Along with the scrub seal, the work will include asphalt patching, concrete curb and gutter repair, and other related work.

The Engineering Report along with the district boundary maps have been posted to the city website under Special Assessment District Information at www.bismarcknd.gov/streets.

The engineer's estimate for SI 578 was \$1,643,086.50. Bids will be received on March 5, 2024. The bid summary and project budget will be distributed prior to the commission meeting.

Unit No. 1

Huron Drive – Cul-de-sac to 360' east of Selkirk Road
Brunswick Drive – Mustang Drive to 370' east of Overlook Drive
Brunswick Drive – 480' north of Buckskin Avenue to Buckskin Avenue
Brunswick Circle – Brunswick Drive to cul-de-sac
Buckskin Avenue – 170' west of Kingston Drive to 180' east of Brunswick Drive
Sudbury Avenue – Overlook Drive west to cul-de-sac
Sudbury Avenue – Overlook Drive east to cul-de-sac
Arabian Avenue – Overlook Drive to 330' east
Arabian Place – Arabian Avenue to cul-de-sac
York Lane – Kingston Drive to Overlook Drive
Kingston Drive – Brunswick Drive to Overlook Drive
Mustang Drive – 400' north of Regina Lane to Brunswick Drive
Regina Lane – Mustang Drive to Huron Drive
Selkirk Road – Huron Drive to Overlook Drive
Overlook Drive – Selkirk Road to 100' north of Hackberry Street
Colt Avenue – Selkirk Drive to 150' east
High Meadows Circle – Arabian Avenue to cul-de-sac

High Meadows Place – Arabian Avenue to cul-de-sac
Horizon Place – Arabian Avenue to cul-de-sac

Unit No. 2

Koch Drive – 19th Street to East Calgary Avenue
East Calgary Avenue – 19th Street to 225' east of Koch Drive
Pebbleview Circle – East Calgary Avenue to cul-de-sac
Pebbleview Loop – East Calgary Avenue (W) to East Calgary Avenue (E)
Pebbleview Place – Pebbleview Loop to cul-de-sac

Unit No. 3

Arizona Drive – Oregon Drive to 300' south of Iowa Lane
Utah Drive – 19th Street to 215' east of Iowa Lane
Oregon Drive – 19th Street to cul-de-sac
Nevada Street – Arizona Drive to Utah Drive
Iowa Lane – Arizona Drive to 250' south of Utah Drive

Unit No. 4

27th Street – Avenue F to Avenue D
27th Street – Avenue D to 29th Street
28th Street – 230' south of Avenue E to 27th Street
29th Street - Avenue C to 27th Street

Unit No. 5

Nautilus Drive – Calypso Drive to Downing Street
Mayflower Drive – Calypso Drive to 950' west
Mayflower Circle – Calypso Drive to cul-de-sac
Calypso Drive – England Street to Burleigh Avenue
Voyager Drive – England Street to Britannic Lane
Voyager Place – Britannic Lane to cul-de-sac
Intrepid Circle – Downing Street to cul-de-sac
Nina Lane – Downing Street to 180' east
Santa Maria Lane – Calypso Drive to Voyager Drive
Neptune Circle – Calypso Drive to cul-de-sac
Endeavor Place – Calypso Drive to cul-de-sac
Bounty Circle – Calypso Drive to Cul-de-sac
Downing Street – Burleigh Avenue to Intrepid Circle
Daniel Street – Downing Street to 300' South

Unit No. 6

East Main Avenue – Bismarck Expressway to 870' west of NE 66th Street

Project Schedule

Receipt and Opening of Bids	March 5, 2024
Award of Bid	March 12, 2024
Project Completion	Fall 2024

RECOMMENDED CITY COMMISSION ACTION:

Approve resolutions receiving bids, ordering preparation of the engineer's statement and awarding contracts for SI 578.

STAFF CONTACT INFORMATION:

Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:

None



Engineering Department

DATE: March 12, 2024

FROM: Gabe Schell, City Engineer

ITEM: Street Improvement District SI 579

REQUEST:

Consider request for resolutions receiving bids, ordering preparation of the engineer's statement and awarding contracts for Street Improvement District SI 579.

BACKGROUND INFORMATION:

Street Improvement District No. 579 consists of one (1) unit of concrete maintenance and repairs including full and partial depth pavement repairs, curb and gutter, driveways, ADA curb ramps, sealing and related work. The overall length of this project is approximately 12,461 lineal feet.

The Engineering Report is attached and will be posted to the city website upon City Commission approval at www.bismarcknd.gov/streets.

The engineer's estimate for SI 579 was \$3,232,527. Bids will be received on March 5, 2024. The bid summary and project budget will be distributed prior to the commission meeting.

Unit No. 1

Century Avenue – Tyler Parkway to 4th Street
Tyler Parkway – Pinto Place to 360' south of Burnt Boat Drive
Burnt Boat Drive – North Grandview Lane to Clydesdale Drive
Clydesdale Drive - 245' north of Burnt Boat Drive to Burnt Boat Drive

Project Schedule

Receipt and Opening of Bids	March 5, 2024
Award of Bid	March 12, 2024
Project Completion	Fall 2024

RECOMMENDED CITY COMMISSION ACTION:

Approve resolutions receiving bids, ordering preparation of the engineer's statement and awarding contracts for SI 579.

STAFF CONTACT INFORMATION:

Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:
None



Engineering Department

DATE: March 12, 2024

FROM: Gabe Schell, City Engineer

ITEM: Sewer Utility Project SU 95

REQUEST:

Consider request to receive bids and award contract for Sewer Utility Project SU 95.

BACKGROUND INFORMATION:

Sewer Utility Project SU 95 is our annual sewer lining project in central Bismarck in three units. Work will consist of rehabilitation of approximately 9,000 LF of sewer main in west central Bismarck utilizing cured in-place pipe, re-establishing services and related items.

The engineer's estimate for this project was \$516,300. Bids will be received on March 11, 2024. The bid summary and project budget will be distributed prior to the commission meeting.

RECOMMENDED CITY COMMISSION ACTION:

Receive bids and award contract for Sewer Utility Project SU 95.

STAFF CONTACT INFORMATION:

Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:

None



Engineering Department

DATE: March 12, 2024

FROM: Gabe Schell, City Engineer

ITEM: Water Utility Project WU 143

REQUEST:

Consider request to receive bids and award contract for Water Utility WU 143.

BACKGROUND INFORMATION:

Water Utility Project WU 143 is the City's annual water main replacement project for 2024. This project consists of approximately 9,000 LF of water main replacement by pipe bursting and appurtenances. Work is scheduled at several locations in central Bismarck as Unit 1 of WU 143. In addition, Unit 2 of WU 143 was included at the request of Bismarck Parks to replace a water main within Sertoma Park.

The engineer's estimate for this project was \$2,571,775; the 2024 CIP programmed cost for this project and WU 144 was \$3.5 million. The City will receive North Dakota Department of Water Resources (DWR) grant funding with 60% cost share of the construction costs for both Units 1 and 2. The remaining cost related to Unit 2 will be funded by Bismarck Parks and Recreation District.

One bid was received on March 4, 2024. Basaraba Excavating and Dirt Works, LLC was the sole bidder with a bid of \$2,499,999.99. The bid summary and project budget are attached.

Project Schedule

Receipt and Opening of Bids 4, 2024	March
Award of Bid 12, 2024	March
Project Completion 2024	November 15,

RECOMMENDED CITY COMMISSION ACTION:

Receive bids and award contract to Basaraba Excavating and Dirt Works contingent upon

confirmation that the City will receive DWR grant funding and concurrence from the Bismarck Park and Recreation District for award of Unit 2 at the March 21 Park Board Meeting.

STAFF CONTACT INFORMATION:

Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:

1. WU 143 Bid Summary
2. WU 143 Project Budget



**BID SUMMARY
FOR
WATER UTILITY PROJECT NO. 143
2024 WATER MAIN REPLACEMENT (BURSTING)**

BID DATE: March 4, 2024; 4:00 p.m.

ENGINEER'S ESTIMATE:

\$2,571,775.00

AMOUNT

BIDDER

Basaraba's Excavating

\$2,499,999,99

Other Contrators listed as Prime Bidders for this project on Quest CDN

Ellingson Drainage

U.S. SiteWork, Inc.

PROJECT BUDGET

Number	WU 143	Description	Water Utiliy Project - 2024 Pipe Bursting
---------------	--------	--------------------	---

Scheduled Start	3/18/2024
------------------------	-----------

Scheduled End	6/14/2025
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Project Contracts

<u>Project Construction Contracts</u>	<u>Amount</u>
Basaraba Excavating & Dirt Works, LLC -----	2,499,999.99
Subtotal	2,499,999.99
Contingencies 10%	250,000.00
Total Construction Contracts	2,749,999.99

<u>Other Contracts, Land Purchases, Etc.</u>	<u>Contract No.</u>	<u>Amount</u>
Subtotal		-
*Contingencies 10%		-
Total Other Contracts		-

<u>Work by Other City Departments</u>	<u>Amount</u>
Subtotal	-
*Contingencies 10%	-
Total Work by Other City Departments	-

SUMMARY

Construction Cost - No Contingencies	2,499,999.99
TOTAL CONSTRUCTION COST WITH CONTINGENCIES	2,749,999.99
Engineering -----	264,488.40
Administration -----	-
Advertising and Legal -----	-
Interest During Construction -----	-
WU 143 TOTAL PROJECT COST -----	3,014,488.39

<u>Project Funding</u>	<u>Amount</u>
DWR Grant Funding -----	1,808,693.03
Bismarcks Park & Recreation District -----	88,297.44
Water Utility Fund -----	1,117,497.92
Total Funding	3,014,488.39

Date	3/4/2024
-------------	----------



Engineering Department

DATE: March 12, 2024

FROM: Gabe Schell, City Engineer

ITEM: Water Utility Project WU 144

REQUEST:

Consider the request to receive bids and award contract for Water Utility WU 144.

BACKGROUND INFORMATION:

Water Utility Project WU 144 is part of the City's annual water main maintenance project for 2024. This project consists of approximately 3,000 LF of water main CIPP lining and appurtenances. Work is scheduled along Wachter Avenue in south Bismarck.

The engineer's estimate for this project was \$1,642,595; the 2024 CIP programmed cost for this project and WU 143 was \$3.5 million. The City will receive North Dakota Department of Water Resources (DWR) grant funding with 60% cost share of the construction costs.

One bid was received on March 4, 2024. Basaraba Excavating and Dirt Works was the low bidder with a bid of \$1,851,346.80. The bid summary and project budget are attached.

Project Schedule

Receipt and Opening of Bids

March 4, 2024

Award of Bid

March 12, 2024

Project Completion

November 15, 2024

RECOMMENDED CITY COMMISSION ACTION:

Receive bids and award contract to Basaraba Excavating and Dirt Works contingent upon confirmation that the City will receive the DWR grant funding.

STAFF CONTACT INFORMATION:

Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:

1. WU144 Bid Summary
2. WU144 Project Budget



**BID SUMMARY
FOR
WATER UTILITY PROJECT NO. 144
2024 WATERMAIN CIPP LINING
BID DATE: March 4, 2024; 4:00 p.m.**

ENGINEER'S ESTIMATE: \$1,642,595.00

	AMOUNT
BIDDER	
Basaraba's Excavating	<u>\$1,851,346.80</u>

Other Contractors listed as Prime Bidders for this project on QuestCDN

Michels Trenchless, Inc

Fer-Pal Construction USA LLC

U.S. SiteWork, Inc

PROJECT BUDGET

Number	WU 144	Description	Water Utiliy Project - CIPP Lining - Wachter Ave
---------------	--------	--------------------	--

Scheduled Start	3/18/2024
------------------------	-----------

Scheduled End	11/1/2024
----------------------	-----------

Project Contracts

<u>Project Construction Contracts</u>	<u>Amount</u>
Basaraba Excavating and Dirt Works -----	1,851,346.80
Subtotal	1,851,346.80
Contingencies 10%	185,134.68
Total Construction Contracts	2,036,481.48

<u>Other Contracts, Land Purchases, Etc.</u>	<u>Contract No.</u>	<u>Amount</u>
Subtotal		-
*Contingencies 10%		-
Total Other Contracts		-

<u>Work by Other City Departments</u>	<u>Amount</u>
Subtotal	-
*Contingencies 10%	-
Total Work by Other City Departments	-

SUMMARY

Construction Cost - No Contingencies **1,851,346.80**

TOTAL CONSTRUCTION COST WITH CONTINGENCIES **2,036,481.48**

Engineering	10%	-----	203,648.15
Administration		-----	-
Advertising and Legal		-----	-
Interest During Construction		-----	-

WU 144 TOTAL PROJECT COST **2,240,129.63**

<u>Project Funding</u>	<u>Amount</u>
DWR Grant Funding -----	1,344,077.78
Water Utility Fund -----	896,051.85
Total Funding	2,240,129.63

Date 3/4/2024