



Board of City Commissioners

The Board of City Commissioners is scheduled to meet on Tuesday, April 23, 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

- May 14, 2024 & May 28, 2024
- June 11, 2024 & June 25, 2024
- July 9, 2024 & July 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. Girl Scout Gold Award Recognitions
2. Proclamations
 1. Arbor Day
 2. Historic Preservation Month

3. Law Enforcement Memorial Week

Documents:

[Proclamation - Arbor Day.pdf](#)
[Proclamation - Historic Preservation Month.pdf](#)
[Proclamation - Law Enforcement Memorial Week.pdf](#)

3. Public comment (restricted to items on the Consent Agenda and Regular Agenda, excluding public hearing items).

4. CONSENT AGENDA

A. Consider approval of minutes

Documents:

[April 1, 2024 - Special Meeting Minutes.pdf](#)
[April 2, 2024 - Special Meeting Minutes.pdf](#)
[April 5, 2024 - Special Meeting Minutes.pdf](#)
[April 9, 2024 - Minutes.pdf](#)
[April 11, 2024 - Special Meeting 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. Gaming Site Authorization Renewals.
2. Liquor License Renewal.

Documents:

[C\) ADMIN - Gaming Site Authorization Renewals.pdf](#)
[C\) ADMIN - Liquor License Renewal.pdf](#)

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

1. Sale of surplus/obsolete items at Police Auction.

Documents:

[C\) AIR - Police Auction Items.pdf](#)

- F. Consider the request for approval from the Central Dakota

Communications Center for the following:

1. Permission to receive a food donation from Voice Products, as a thank you to the hard work and dedication of our staff during National Public Safety Telecommunications Week.

Documents:

[C\) CENCOM - Food Donation.pdf](#)

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

1. Contract and scope of work for the Bismarck Arts and Culture Plan.
2. Revision to the major subdivision final plat titled Elk Ridge Third Addition.
3. Title VI Monitoring Review for 2021, 2022 and 2023.

Documents:

[C\) CD - Bismarck Arts and Culture Plan.pdf](#)

[C\) CD - Elk Ridge Third Addition.pdf](#)

[C\) CD - Title VI Monitoring.pdf](#)

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

1. Development Agreement with HD Partners, LLP.
2. Development Agreement with HD Real Estate Investments, Inc.
3. Encroachment and waiver agreement with 630 Main Partners, LLC for signs projecting into and overhanging the right of way.
4. Contract Change Order No. 4 for Highway Construction Project 143.
5. Amendment to existing agreement for professional services with KLJ for E Century Ave Reconstruction – HC 165.
6. Selection of Terracon and Braun Intertec for Project 1 for material testing services and the ability to retain their services for two subsequent years and approval of Terracon for Project 2 for material testing services.
7. Private Drive and Private Utility Agreement and Access Easement with Edgewood Properties, LLLP.

Documents:

- [C\) ENG - Development Agreement - HD Partners, LLP.pdf](#)
- [C\) ENG - Development Agreement - HD Real Estate Investments, Inc..pdf](#)
- [C\) ENG - Encroachment Agreement - 630 E Main Ave.pdf](#)
- [C\) ENG - HC 143.pdf](#)
- [C\) ENG - HC 165.pdf](#)
- [C\) ENG - Material Testing Services.pdf](#)
- [C\) ENG - Private Drive and Utility Agreement - Edgewood Properties, LLLP..pdf](#)

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

1. Applications for Abatement.
2. Special Assessment Commission Member Appointment.

Documents:

- [C\) FIN - Abatements.pdf](#)
- [C\) FIN - Special Assessment Commission Appointment.pdf](#)

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

1. Concrete Street Light Poles to Graybar Electric Company, Inc. for Public Works Service Operations Electrical Division.
2. Agreement with EngTech, LLC to provide consulting services for Bismarck Veterans Memorial Library Restroom Renovation Project.
3. Contract with HDR Engineering for the new Scale House Conceptual Design Scope and Fees.
4. Authorize staff to purchase two traffic control cabinets from Traffic Control Corporation.
5. Permission to sell surplus vehicles, equipment, and furniture at the City Auction.
6. **Permission for the Weeds Division to assist the Bismarck Parks and Recreation Board, as a subrecipient, in the application for two grants for noxious weeds management on Parks property.**

Documents:

- [C\) PW SO - Concrete Street Light Poles.pdf](#)
- [C\) PW SO - Library Restroom Remodel-Update.pdf](#)
- [C\) PW SO - New Scale House - Conceptual Design Scope and Fee.pdf](#)

- [C\) PW SO - Purchase of Traffic Signal Cabinets.pdf](#)
- [C\) PW SO - Sell Surplus Items at City Auction.pdf](#)
- [C\) PW SO - Subrecipient Grant Application.pdf](#)

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

1. Purchase of property for future lift station.
2. Award bid for construction of sanitary sewer - Hay Creek Interceptor from Main Avenue to Divide Avenue project (SU24-91).
3. Time extension and cost change order from Leo A. Daly for the Public Works Expansion Project.
4. Wetland mitigation credit purchase for Boulder Ridge Stormwater Project.

Documents:

- [C\) PW UO - Future Lift Station Purchase Agreement.pdf](#)
- [C\) PW UO - Hay Creek Interceptor Project Bid Award.pdf](#)
- [C\) PW UO - Public Works Expansion Project Change Order.pdf](#)
- [C\) PW UO - Wetland Mitigation Credits for Boulder Ridge Stormwater Project.pdf](#)

5. REGULAR AGENDA

A. Receive the reports from the Bismarck-Mandan Chamber EDC and the Downtown Community Foundation (Downtowners) relating to the economic development services provided by each organization.

Documents:

- [R\) ADMIN - Economic Development Services Reports.pdf](#)

B. Receive an update on the City of Bismarck's technical evaluation of local limits.

Documents:

- [R\) PW UO - Local Limits Evaluation.pdf](#)

C. Consider the request from Terry Fleck to receive a presentation relating to sidewalks along Morrison Avenue.

Documents:

- [R\) ADMIN - Fleck Presentation.pdf](#)

D. Public hearing on the request for a new Class I-2: Complementary Alcohol license for Coco Nails & Spa, LLC (dba) Coco Nails & Spa at 820 43rd Avenue NE.

Documents:

[R\) ADMIN - Coco Nails and Spa Alcohol License Application.pdf](#)

- E. Public hearing on a request to transfer the Class E: Sale at Retail of Beer Only license from Mini Mart, Inc. (dba) Loaf 'N Jug #685 to Washington Bismarck ND, LLC. (dba) Brake Time, at 2835 North Washington Street.

Documents:

[R\) ADMIN - Brake Time Alcohol License Transfer.pdf](#)

- F. Public hearing for Ordinance 6575 to amend zoning from the A – Agricultural zoning district to the Conditional MA – Industrial zoning district for Lot 2, Block 1, Capital Electric Second Subdivision and take final action on this item.

Documents:

[R\) CD - Zoning Map Amendment - Capital Electric Second Subdivision.pdf](#)

- G. Consider the recommendation from the Vision Fund Committee to support a PACE program interest buy-down for Superior Precast, LLC.

Documents:

[R\) ADMIN - Vision Fund Application - Superior Precast, LLC.pdf](#)

- H. Consider a request to receive bids and award contract for Street Light and Traffic Signal Project SV 76.

Documents:

[R\) ENG - SV 76.pdf](#)

- I. Consider and discuss options moving forward with the Bismarck Event Center director position.

Documents:

[R\) ADMIN - Event Center Direction.pdf](#)

- J. Consider the request to identify a new commissioner to handle the Finance Portfolio for the development of the 2025 budget.

Documents:

[R\) ADMIN - Finance Portfolio and Budget Committee.pdf](#)

6. Other Business

ADJOURN





Bismarck

PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska: and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

THEREFORE, BE IT RESOLVED that I, Mike Schmitz, Mayor of the City of Bismarck, on behalf of this Commission, do hereby proclaim May 5, 2023, as **ARBOR DAY**. I urge all citizens to celebrate Arbor Day and support efforts to protect our trees and woodlands, and further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Signed this 25th day of April 2023.

Mike Schmitz, Mayor
Bismarck Board of City Commissioners



Bismarck

PROCLAMATION

WHEREAS, The National Trust for Historic Preservation established May as Historic Preservation Month in 1973, as a way to promote historic places for the purpose of instilling nation and community pride, promoting heritage tourism, and showing the social and economic benefits of historic preservation; and

WHEREAS, Historic Preservation Month can instill awareness of the local historically significant buildings and landmarks to the residents of Bismarck and surrounding communities; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life, and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people.

THEREFORE, BE IT RESOLVED that I, Mike Schmitz, Mayor of the City of Bismarck, on behalf of this Commission, do hereby proclaim the month of May 2024, **HISTORIC PRESERVATION MONTH** in the City of Bismarck and encourage all citizens to join me in this worthy observance.

Signed this 23rd day of April 2024.

Mike Schmitz, Mayor
Bismarck Board of City Commissioners



Bismarck

PROCLAMATION

WHEREAS, the courageous men and women of law enforcement provide a vital public service in safeguarding the rights and freedoms of our citizens; and

WHEREAS, Bismarck law enforcement officers and personnel wear the uniform and badge with pride and are dedicated to protecting our families, homes, and communities; and

WHEREAS, citizens of Bismarck are encouraged to recognize law enforcement professionals, past and present, for their dedicated service to our communities, and their faithful devotion to their duty to serve and protect, and to put their lives on the line for our safety; and

WHEREAS, throughout this week, and especially on Peace Officers Memorial Day, we honor the memory of those heroes who have fallen in the line of duty and recognize all those who put themselves at risk every day in the fight against crime, violence, and terrorism.

THEREFORE, BE IT RESOLVED that I, Mike Schmitz, Mayor of the City of Bismarck, on behalf of this Commission, do hereby proclaim May 12-18, 2024, as **LAW ENFORCEMENT MEMORIAL WEEK.**

Signed this 23rd day of April 2024.

Mike Schmitz, Mayor
Bismarck Board of City Commissioners



MEETING OF THE BOARD OF CITY COMMISSIONERS

4/1/2024 – Minutes

AGENDA

1. Call to Order

Mayor Schmitz called the meeting to order at 9:00 AM. Commissioner Marquardt, Commissioner Zenker, and Mayor Schmitz were present in the 4th Floor Mayor's Conference Room. Commissioner Cleary and Commissioner Connelly attended the meeting via Teams.

2. Discuss Bismarck Event Center Next Steps

General discussion took place on the following:

- a. Developing a plan to address the vacant Event Center Director position
- b. Reviewing and addressing the findings provided by the Fact Finding Subcommittee
- c. The potential of a third-party management and marketing company to operate the Event Center
- d. Concerns about further division amongst the Event Center staff and the need for resolution
- e. The role of the Commission and the portfolio holder moving forward

The general consensus of this discussion was to place this item for discussion on the regular agenda for the April 9, 2024 Commission meeting.

3. Adjourn

There being no further business to discuss, the meeting adjourned at 10:00 AM.



MEETING OF THE BOARD OF CITY COMMISSIONERS

4/2/2024 - Minutes

MEETING OF THE BOARD OF EQUALIZATION

Call to Order

The Board of City Commissioners met as the Board of Equalization on April 2, 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.

1. Receive the Assessing Division 2024 Annual Report.

Allison Jensen, City Assessor, presented the 2024 Assessing Division Annual Report.

<https://bismarcknd.gov/DocumentCenter/View/46567/2024-Board-of-Equalization-Presentation-PDF>

Commissioner Zenker motioned to approve the list of properties where the property owner agrees with the Assessing Division's recommendation, and Commissioner Cleary seconded, upon a roll call vote, all voted aye. M/C.

<https://bismarcknd.gov/DocumentCenter/View/46568/Owner-Agrees-with-Value-Change-PDF>

Commissioner Cleary motioned to approve the list of properties where the property owner does not agree with the Assessing Division's recommendation, and Commissioner Marquardt seconded. Upon a roll call vote, all voted aye. M/C.

<https://bismarcknd.gov/DocumentCenter/View/46569/Owner-Disagrees-with-Value-Change-PDF>

Commissioner Marquardt motioned to approve the 2024 Annual Report recognizing the changes discussed during the meeting, and Commissioner Cleary seconded. Upon a roll call vote, all voted aye. M/C.

2. Public Hearing on the City's Annual Assessment

The following property owners spoke with concerns to the proposed valuation increases to their properties:

1. Ronald Miller
2. Nick Senne

3. Leonard Hoffmann
4. Tim Thueson
5. Justin Fleck

Adjourn

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DRAFT



MEETING OF THE BOARD OF CITY COMMISSIONERS

4/5/2024 - Minutes

Call to Order

Mayor Schmitz called the Mayor to order at 8:30 AM. Commissioner Cleary, Commissioner Marquardt, and Mayor Schmitz were present in the 4th Floor Mayor's Conference Room. Commissioner Zenker and Commissioner Connelly attended the meeting via Teams.

SPECIAL MEETING OF THE BOARD OF CITY COMMISSION

1. Request to go into executive session under N.D.C.C. § 44-04-19.2 for attorney consultation regarding a Public Service Commission matter.

Commissioner Cleary motioned to enter into executive session under N.D.C.C. § 44-04-19.2 for attorney consultation regarding a Public Service Commission matter at 8:31 AM and Commissioner Marquardt seconded. Upon a roll call vote, all voted aye. M/C.

Commissioner Cleary motioned to exit executive session at 9:07 AM and Commissioner Marquardt seconded. Upon a roll call vote, all voted aye. M/C.

Adjourn

There being no further business to discuss, the meeting adjourned at 9:08 AM.

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MEETING OF THE BOARD OF CITY COMMISSIONERS

4/9/2024 - Minutes

Call to Order

The Board of City Commissioners met on April 9, 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

- April 9, 2024 & April 23, 2024
- May 14, 2024 & May 28, 2024
- June 11, 2024 & June 25, 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. Public comment (restricted to items on the Consent Agenda and Regular Agenda, excluding public hearing items)

1. Susan Dingle addressed the Commission regarding her perspective on matters relating to the Bismarck Event Center. <https://bismarcknd.gov/DocumentCenter/View/46581/Item-3F---April-9-2024-PDF>

2. CONSENT AGENDA

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

Vouchers: 1117013 - 1117218

- 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 to transfer the Class E: Sale at Retail of Beer Only from Mini Mart, Inc. (dba) Loaf 'N Jug #685 to Washington Bismarck ND, LLC. (dba) Brake Time, at 2835 North Washington Street.
2. Introduction of and call for a public hearing on a request for a new Class I-2: Complementary Alcohol License for Coco Nails & Spa, LLC (dba) Coco Nails & Spa at 820 43rd Avenue NE.

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

1. Permission to enter into a new extraterritorial area agreement (ETA) with Missouri Township to address actions in the existing agreement that are no longer current.
2. Introduction of and call for public hearing on Ordinance 6575, a request for zoning map amendment from the A – Agricultural zoning district to the Conditional MA – Industrial zoning district for Lot 2, Block 1, Capital Electric Second Subdivision.

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

1. Approval of a Memorandum of Understanding with Blue Jay Transit USFM, LLC to operate standup electric scooter sharing within the City of Bismarck right of way.
2. Approval of revised Development Agreement with MBR Properties, LLC for Paradise Valley Additions.
3. Approval for Bismarck State College to close Schafer Street from Edwards Avenue to College Drive on Thursday, April 18, 2024, from 8:00 AM to 3:00 PM.
4. Approval of hanging banners on city-owned light poles adjacent to Bismarck Municipal Field.
5. Approval for Resolution to Close Street Improvement District SI 567.

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

1. Applications for abatement.

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

1. Approve a Memorandum of Understanding with the North Dakota Firefighter's Association.

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

1. Consider introduction and call for a public hearing on Ordinance 6576 regarding equipment of vehicles.

2. Consider approving a hold harmless agreement with Doosan Bobcat North America, Inc. regarding mowing.

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

1. Permission to conduct the Annual Deer and Turkey Hunting Program on City properties.

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

1. Award bid for the Roof Replacement for the Convention & Visitors Bureau to Wegner Roofing.
2. Award bid for Type BL LED Luminaires to Border States Industries, Inc.

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

1. Approve all Service Operations and Utility Operations payment convenience fees and credit card processing fees to be paid by the customer.
2. Approval of Amendment No. 1 for Apex Engineering Task Order 4 for Hay Creek Interceptor Main to Divide.
3. Approval of bid award for Mandan Street water tower removal to Iseler Demolition Inc.
4. Approval to award bid for Water Treatment Plant Expansion GMP3A for the UPS replacement.
5. Approval of contracts with seven engineering consulting firms for operations and maintenance activities for Utility Operations.
6. ~~Approval to finalize the purchase of property for future lift station.~~

3. REGULAR AGENDA

A. Receive the annual report from the City of Bismarck Human Relations Committee.

Human Relations Committee members Jason Grueneich, Sargianna Wutzke, and Thea Jorgensen provided an overview of the committee's Annual Report.

<https://bismarcknd.gov/DocumentCenter/View/46578/Item-3A---April-9-2024-PDF>

B. Public hearing, second reading, and approval of Ordinance 6574 to amend the 2023 budget ordinance.

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

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

- C. Consider the request for resolution receiving bids, ordering preparation of the Engineer's Statement and awarding contracts for City Concrete Contracts Parts A-1, A-2, and B.

Gabe Schell, City Engineer, presented the bid tabulation for construction of concrete sidewalks, driveways, and curb and gutter for 2024. The recommendation is as follows:

- Part A1: Strata Corporation - \$1,494,649.00
- Part A2: Knife River - \$244,792.95
- Part B: Knife River - \$1,103,172.95

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

<https://bismarcknd.gov/DocumentCenter/View/46579/Item-3C---April-9-2024-PDF>

- D. Consider the request to receive bids and award contract for project 2024 Pavement Crack Sealing Project HC 167.

Gabe Schell, City Engineer, presented the bid tabulation for the 2024 Pavement Crack Sealing Project HC 167. The recommendation is to award the bid to Roadway Services, Inc. for \$108,640.00.

Commissioner Zenker motioned to approved the item as presented, and Commissioner Marquardt seconded. Upon a roll call vote, all voted aye. M/C.

<https://bismarcknd.gov/DocumentCenter/View/46580/Item-3D---April-9-2024-PDF>

- E. Consider approval of development agreement and purchase agreement relating to 2712 Hamilton Street.

Gabe Schell, City Engineer, presented a finalized purchase agreement for the city-owned property located at 2712 Hamilton Street. Engineer Schell recommended if approved the Commission also remove related agenda item 3G (Executive Session).

Commissioner Zenker motioned to approved item as presented with removal of item 3G from the regular agenda and Commissioner Marquardt seconded. Upon a roll call vote, all voted aye. M/C.

<https://bismarcknd.gov/DocumentCenter/View/46599/Item-3E---April-9-2024-PDF>

- F. Discussion on next steps for the Bismarck Event Center.

Amanda Yellow, Acting Event Center Director, provided an overview of a plan to work through the next 30, 60, and 90 days of events and activities. She included recommendations and references to the findings of the Fact Finding Subcommittee with an effort to address some of the items noted in the report. Ms. Yellow noted that Event Center staff is working with Human Resources to address personnel concerns and develop a training program. Additionally Ms. Yellow stated she and other Event Center staff continue to work with other city staff to become proficient with DocuSign for processing contracts.

- G. Consider the request to enter into 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).

Item G was removed by Commission action in item 3E.

H. Consider the request to enter into Executive Session under North Dakota Century Code Section 44-04-19.1(9) regarding contract negotiation/negotiation strategy.

Commissioner Marquardt motioned to enter into Executive Session at 6:16 PM, and Commissioner Zenker seconded. Upon a roll call vote, all voted aye. M/C.

The Commission reconvened at 6:48 PM, with all members present.

Commissioner Zenker motioned to move forward with the consensus discussed during the Executive Session, and Commissioner Marquardt seconded. Upon a roll call vote, all voted aye. M/C.

4. Other Business

Adjourn

There being no further business to discuss, the meeting adjourned at 6:49 PM.

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MEETING OF THE BOARD OF CITY COMMISSIONERS

4/11/2024 – Minutes

AGENDA

Call to Order

Mayor Schmitz called the meeting to order at 12:00 PM. Commissioner Marquardt, Commissioner Zenker, and Mayor Schmitz were present in the 4th Floor Mayor's Conference Room. Commissioner Cleary and Commissioner Connelly attended the meeting via Teams.

1. Consider the request to approve the application for site authorization for ABATE of North Dakota at Doublewood of Bismarck, Inc. located at 1400 Interchange Avenue.

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

2. Request to go into executive session under N.D.C.C. § 44-04-19.2 for attorney consultation regarding a Public Service Commission matter.

Commissioner Marquardt motioned to enter into executive session under N.D.C.C. § 44-04-19.2 for attorney consultation regarding a Public Service Commission matter at 12:01 PM and Commissioner Zenker seconded. Upon a roll call vote, all voted aye. M/C. Commissioner Zenker motioned to exit executive session at 12:17 PM and Commissioner Marquardt seconded. Upon a roll call vote, all voted aye. M/C. Commissioner Zenker motioned to move forward with the consensus as discussed during the Executive Session, and Commissioner Marquardt seconded. Upon a roll call vote, all voted aye. M/C.

Adjourn

There being no further business to discuss, the meeting adjourned at 12:19 PM.

PERSONNEL ACTIONS FOR THE MEETING ON April 23, 2024

Full-Time and Part-Time Appointments

Noon, Kyla Box Office Cashier I	Event Center	PT Appointment @\$14.00/hr 4/10/24
Benske, Cory Community Service Officer	Police Department	Probationary Appointment @\$22.23/hr 4/22/24
Olson, Marshall (Rehire) Police Officer	Police Department	Probationary Appointment @\$31.73/hr 4/22/24
Volk, Doug Heavy Equipment Operator	PW – Services	Probationary Appointment @\$25.50/hr 5/6/2024

Separations

Christ, Shalee Parking Attendant	Event Center	Resigned 4/5/2024
Jeske, Charles EC Director	Event Center	Retired 4/2/2024
Schneider, David Police Officer	Police Department	Resigned 4/8/2024
Walker, Christopher Waste Service Worker	PW – Services	Resigned 4/11/2024

Others

Van Neste, Joseph Police Officer	Police	Removed from Light Duty 4/8/2024
Kaseman, Daniel Heavy Equipment Operator	PW – Services	Leave W/O Pay 3/17/24 - 3/30/2024



Administration Department

DATE: April 23, 2024

FROM: Jason Tomanek, City Administrator

ITEM: Gaming site authorization renewals.

REQUEST: Consider the request to approve the following applications for gaming:

- Bismarck Mandan Convention and Visitor's Bureau, Inc.
 - Kirkwood Hotel, LLC dba Bismarck Hotel & Conference Center - 800 South 3rd Street
 - Blarney Stone Pub, LLC - 408 East Main Avenue
 - ND Hospitality, LLC dba Quality Inn Bismarck - 1030 East Interstate Avenue
 - Bismarck Hotel Company, Inc. dba Radisson Hotel & Conference Center - Bismarck - 605 East Broadway Avenue
 - E N T Sports, Inc. dba Stadium Sports Bar & The Lodge - 1247 West Divide Avenue

- Furry Friends Rockin' Rescue, Inc.
 - Gideon's Brewing Company, Inc. - 107 North 5th Street
 - Jack's Inc. dba Jack's Steakhouse & Seafood - 1201 South 12th Street
 - Big Dog Beverages, LLC dba Big Dog Distillery & Tiki Bar - 307 South 3rd Street
 - Final Gravity, LLC dba Bismarck Brewing - 1100 Canada Avenue

- NoDak Sprotsmen's Club
 - Midway Tavern, LLC. dab Midway Tavern - 19158 East Sweet Avenue
 - Bricks N Ivy, Inc. dba Corral Bar - 2111 East Main Avenue
 - Old 10 Bar & Grill Bismarck, LLC dba Old 10 - 4100 North Washington Street
 - Galaxy Investors, Inc. dba Space Aliens Grill & Bar - 1304 East Century Avenue

- North Dakota Association for the Disabled, Inc.

- DBLD, Inc. dab Pub 21 - 1014 South 12th Street

- North Dakota Chapters of Delta Waterfowl, Inc.
 - Bismarck Event Center - 315 South 5th Street

BACKGROUND INFORMATION:

Gaming site authorizations expire on June 30th of each year. The Bismarck Administration Department administers the annual gaming site authorizations and renewals.

RECOMMENDED CITY COMMISSION ACTION:

Consider approving the gaming applications.

STAFF CONTACT INFORMATION:

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

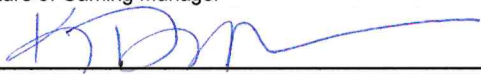
ATTACHMENTS:

1. Bismarck Mandan Convention and Visitors Bureau, Inc.
2. North Dakota Chapters of Delta Waterfowl, Inc.
3. Furry Friends Rockin' Rescue, Inc.
4. North Dakota Association for the Disabled, Inc.
5. Nodak Sportsmen's Club



**STATE GAMING LICENSE -
REAPPLICATION FORM**
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 53838 (7-2023)

License Number
G-
License Year Ending
June 30, _____

1. Official, Legal Name of Organization (Do Not Abbreviate) BISMARCK-MANDAN CONVENTION & VISITORS BUREAU		Business Telephone Number 701-222-2595	
Business Address (Street) 1600 BURNT BOAT DRIVE	City BISMARCK	State ND	ZIP Code 58503
Mailing Address 1600 BURNT BOAT DRIVE	City BISMARCK	State ND	ZIP Code 58503
Address Where Gaming Accounting Records Are Kept 1600 BURNT BOAT DRIVE	City BISMARCK	State ND	ZIP Code 58503
E-mail Address karen@bmcvb.com	Contact Person KAREN BREINER	Official Position of Contact Person GAMING MANAGER	
2. Is Organization Recognized as Tax Exempt by the Internal Revenue Service? ☒ Yes ☐ No		3. Provide Organization's Federal Employer Identification Number (EIN) 45-0354975	
4. Name and Title of Organization's Top Executive Official (i.e., Cmdr, Pres., etc.) Sheri Grossman		Daytime Telephone Number 701-557-7120	
5. Name of Gaming Manager Karen Breiner		Daytime Telephone Number 701-557-7111	
6. Signature of Gaming Manager 		Date 3-21-24	
7. List the Full Governing Board of the Organization (The Governing Board is primarily responsible and may be held accountable for the proper determination and use of net proceeds)			
Name See Attached Form	Telephone Number	Name	Telephone Number
Name	Telephone Number	Name	Telephone Number
Name	Telephone Number	Name	Telephone Number
Name	Telephone Number	Name	Telephone Number
Name	Telephone Number	Name	Telephone Number
Name	Telephone Number	Name	Telephone Number
8. Does the Organization Own or Rent the Premises at Which the Games or Chance will be Conducted? ☐ Own ☒ Rent			

AFFIDAVIT

The Top Executive Official declares that the information is correct and authorizes the Attorney General to inspect the organization's bank and accounting records.	Signature of Top Executive Official 	Date 3/22/24
--	---	------------------------

Current Board of Directors

Executive Committee

Matt Schanandore, Chair
Mandan Progress Organization
411 West Main Street
Mandan, ND 58554
Phone: 751-2983
samantha@bridgemakis.com

Maria Walen, Vice Chair
Comfort Inn & Suites Mandan
1516 27th Avenue NW
Mandan, ND 58554
Phone: 751-7484
manager@comfortinnmandan.com

Samantha Schwab, Past Chair
Bridgemark Insurance Solutions
1500 E Capitol Avenue
Bismarck, ND 58503
Phone: 223-2233
samantha@bridgemarkis.com

Sheri Grossman, Secretary
Bismarck-Mandan CVB
1600 Burnt Boat Drive
Bismarck, ND 58503
Phone: 557-7120
sheri@bmcvb.com

Dave Achtenberg
Regency Hotel Management
605 East Broadway Avenue
Bismarck, ND 58501
Phone: 319-8702
dachtenberg@ramkotabismarck.com

Randy Hansen
Randy Hansen Design/Classic Restaurants
P.O. Box 2695
Bismarck, ND 58502
Phone: 222-3558
randy@rhdesign.us

Jody Olney
Legacy Financial Partners
505 East Main Avenue Suite, 100
Bismarck, ND 58501
Phone: 258-9735
Jody.olney@ampf.com



CURRENT GAMING EMPLOYEE LIST
ND OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 54270 (8-2023)

Organization Name BISMARCK-MANDAN CONVENTION & VISITORS BUREAU		
Mailing Address 1600 BURNT BOAT DR		
City BISMARCK	State ND	ZIP Code 58503
Business Phone 701-222-2595		Cell Phone 701-367-6673

License No. G- 0 4 9 0

Name of Gaming Manager KAREN BREINER	Date of Hire JUNE 22, 2021
<i>NOTE: Volunteer Gaming Managers are required to have a record check completed.</i>	Date of Birth 08-19-1966
Record Check Completed ☒ Yes ☐ No	

EMPLOYEE NAME First Name, Middle Name, Last Name		JOB TITLE	DATE OF HIRE	DATE OF BIRTH	Check if Volunteer
1.	SEE ATTACHED FORM				☐
2.					☐
3.					☐
4.					☐
5.					☐
6.					☐
7.					☐
8.					☐
9.					☐
10.					☐
11.					☐
12.					☐
13.					☐
14.					☐
15.					☐
16.					☐
17.					☐
18.					☐
19.					☐
20.					☐
21.					☐
22.					☐
23.					☐
24.					☐

RETURN THIS FORM WITH THE STATE GAMING LICENSE REAPPLICATION DOCUMENTS

Bismarck-Mandan Convention & Visitors Bureau

Employee Name	Job Title	Date Of Hire	Date Of Birth
Karen A Breiner	Gaming Manager	6/22/2021	8/19/1966
Hannah R Carlson	Gaming Employee	2/14/2024	9/27/1993
Karen L Edwards	Gaming Employee	9/27/2021	9/24/1972
Alexandria A Fischer	Count Team Member	6/7/2023	12/22/1985
Benjamin D Gangl	Gaming Employee/Count Team Member	8/10/2023	1/29/1985
Amy L Glatt	Count Team Member	4/19/2018	2/14/1983
Theresa M Glatt	Count Team Member	3/12/2016	4/29/1966
Reed L Hagel	Gaming Employee	3/2/2022	9/7/1995
Craig A Hammer	Gaming Employee	1/21/2001	10/10/1964
Michele M Hammer	Count Team Member	10/29/2004	11/21/1967
Debra Hausauer	Count Team Member	4/22/2023	4/30/1957
Timothy L Heidrich	Gaming Employee	9/1/2021	2/8/1972
Joseph R Hersch	Gaming Employee	7/29/2021	4/14/1964
Kelly Herzing	Gaming Employee	3/23/2022	6/11/1974
Delane J Heupel	Gaming Employee	6/24/2021	8/2/1962
Benjamin M Hilsen	Count Team Member	2/24/2023	12/25/1989
Melanie D Johnson	Controller	1/1/2023	12/14/1973
Brittany A Kalvoda	Gaming Employee	3/1/2023	12/11/1990
Madison J Kostelecky	Gaming Employee	11/7/2023	5/2/2000
Jason T Mattern	Gaming Employee	6/19/2012	3/12/1975
Lori J Meza	Auditor	3/20/2013	6/7/1958
Lloyd R Nantt	Gaming Employee	1/6/2023	7/26/1988
Cassandra M O'Shea	Gaming Employee	10/28/2021	2/16/1987
Anthony J Paul	Gaming Employee	4/29/2022	9/7/1965
Sherri K Potter	Gaming Employee	8/22/2005	12/20/1967
Alex W Sheehan	Gaming Employee	8/1/2022	6/24/1987
Cassandra L Sifuentes	Count Team Member	11/1/2022	6/21/1995
Kimberly J Stevenson	Gaming Employee	10/11/2023	11/21/1975
Jerry P Tollefson	Gaming Employee	8/1/1993	1/7/1957
Courtney J Wilhelm	Gaming Employee	7/2/2021	5/18/1958

Bismarck-Mandan Convention & Visitors Bureau

Gaming Sites:

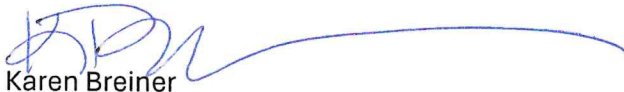
Radisson Hotel
Blarney Stone
Bismarck Hotel
Stadium Sports Bar
Quality Inn

Game Types Listed in Internal Control Manual:

Bismarck-Mandan CVB is requesting the following game types be approved to be conducted at any of our gaming sites:

1. Bingo
2. Pull Tab Jar
3. Pull Tab Dispensing Device
4. Electronic Pull Tab Device
5. Twenty-One
6. Poker
7. Paddlewheel

I acknowledge that all information contained in this application is complete true and accurate:



Karen Breiner
Gaming Manager



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

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

Full, Legal Name of Gaming Organization

Bismarck-Mandan Convention & Visitors Bureau, Inc.

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Kirkwood Hotel, LLC dba Bismarck Hotel & Conference Center

Street

800 South 3rd Street

City

Bismarck

ZIP Code

58504

County

Burleigh

Beginning Date(s) Authorized

7/1/2024

Ending Date(s) Authorized

6/30/2025

Number of Twenty-One
tables, if zero, enter "0"

2

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

Entire lounge & banquet rooms (poker) excluding restrooms.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site **(required)**

☒

Bingo

☐

ELECTRONIC Quick Shot Bingo

☐

Raffles

☐

ELECTRONIC 50/50 Raffle

☒

Pull Tab Jar

☒

Pull Tab Dispensing Device

☒

ELECTRONIC Pull Tab Device

☐

Club Special

☐

Tip Board

☐

Seal Board

☐

Punchboard

☐

Prize Board

☐

Prize Board Dispensing Device

☐

Sports Pools

☒

Twenty-One

☒

Poker

☐

Calcuttas

☐

Paddlewheel with Tickets

☒

Paddlewheel Table

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

PRINT Name and official position of person signing on behalf of city/county above

Jason Tomanek, City of Bismarck Administrator

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) DBA Bismarck Hotel & Conference Center		Site Name Bismarck Hotel		Site Phone Number	
Site Address 800 South 3rd St		City Bismarck	State ND	Zip Code 58504	County Burleigh
Organization Bismarck - Mandan Convention & Visitors Bureau		Rental Period 07-01-23 to 06-30-25			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?			☒ No	☐ Yes	
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.			☐ No	☐ Yes	\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 <u>0</u> X Rent per Table \$ <u>300</u>			☐ No	☒ Yes	\$
Number of Tables with wagers over \$5 <u>2</u> X Rent per Table \$ <u>150</u>					\$ <u>450</u>
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____			☒ No	☐ Yes	\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☒ Jar Bar ☐ Standard Dispensing Device			☐ No	☒ Yes	\$ <u>175</u>
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices <u>10</u>			☐ No	☒ Yes	\$ <u>1250</u>
Total Monthly Rent					\$ <u>1875</u>

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

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

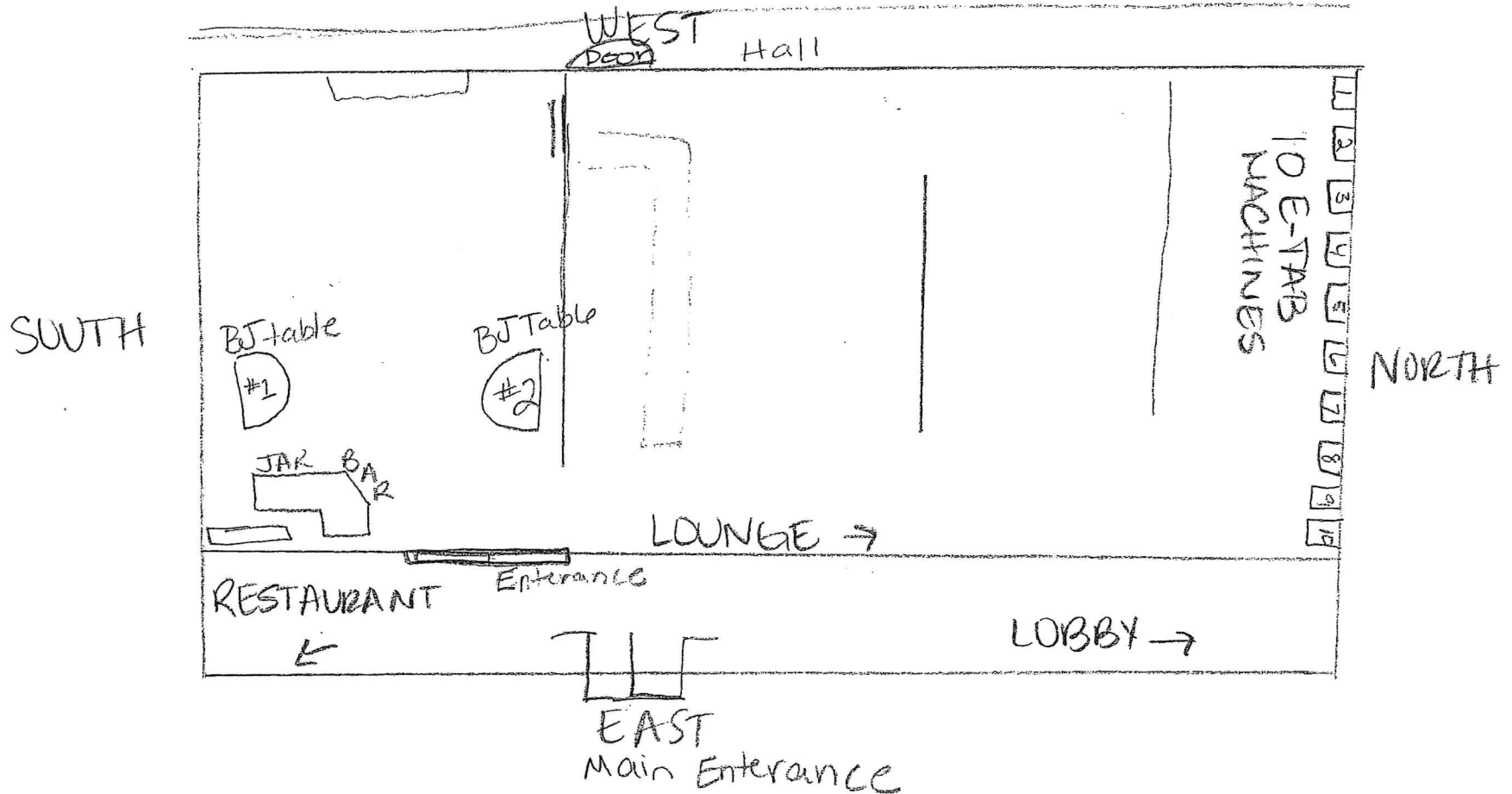
At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

At the lessee's option, the lessor agrees that this rental agreement may be terminated by the lessee without cause with a 90-day written notice.

Signature of Lessor 	Title OWNER	Date <u>5/24/23</u>
Signature of Lessee 	Title CEO	Date <u>5/18/23</u>

BISMARCK HOTEL

Bismarck-Mandan CUB



800 S. 3rd St
Bismarck ND

TEN (10) E-TAB MACHINES ON
NORTH WALL

TWO (?) BLACKJACK TABLES ON
SOUTH SIDE OF BAR



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

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

Full, Legal Name of Gaming Organization

Bismarck-Mandan Convention & Visitors Bureau, Inc.

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Blarney Stone Pub, LLC

Street

408 East Main Avenue

City

Bismarck

ZIP Code

58501

County

Burleigh

Beginning Date(s) Authorized

7/1/2024

Ending Date(s) Authorized

6/30/2025

Number of Twenty-One
tables, if zero, enter "0"

1

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

Entire lounge excluding restrooms.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (**required**)

☒

Bingo

☐

ELECTRONIC Quick Shot Bingo

☐

Raffles

☐

ELECTRONIC 50/50 Raffle

☒

Pull Tab Jar

☒

Pull Tab Dispensing Device

☒

ELECTRONIC Pull Tab Device

☐

Club Special

☐

Tip Board

☐

Seal Board

☐

Punchboard

☐

Prize Board

☐

Prize Board Dispensing Device

☐

Sports Pools

☒

Twenty-One

☒

Poker

☐

Calcuttas

☐

Paddlewheel with Tickets

☒

Paddlewheel Table

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

PRINT Name and official position of person signing on behalf of city/county above

Jason Tomanek, City of Bismarck Administrator

INSTRUCTIONS:

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Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



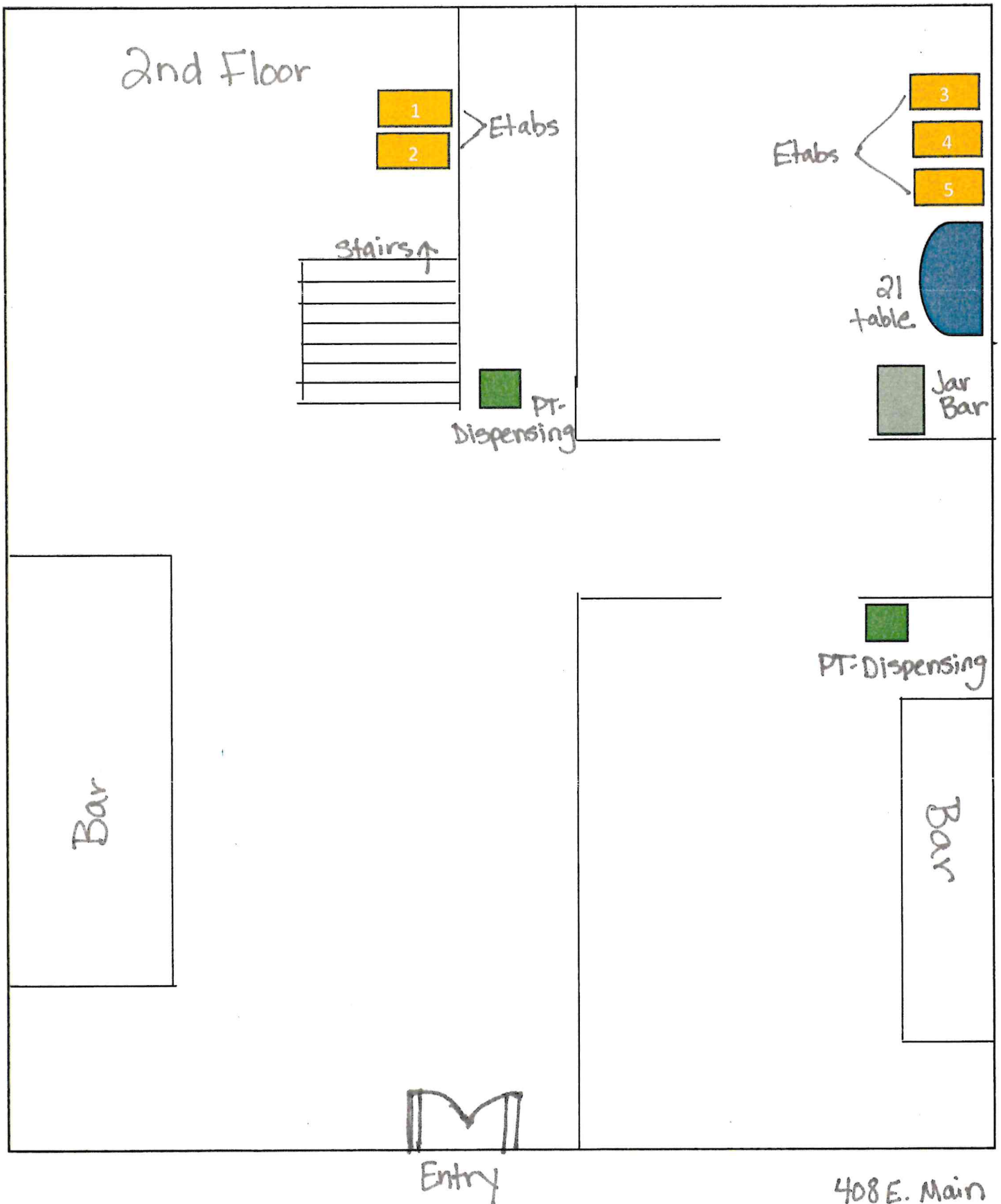
RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) BLARNEY STONE PUB, LLC		Site Name BLARNEY STONE PUB		Site Phone Number 701-751-7512	
Site Address 408 E MAIN AV		City BISMARCK		State ND	
		Zip Code 58501		County BURLEIGH	
Organization Bismarck-Mandan Convention & Visitors Bureau		Rental Period 07-01-2024 to 06-30-2026			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?				☒ No ☐ Yes	
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				☐ No ☐ Yes	\$ 0
2. Is Twenty-One conducted at this site?				☐ No ☒ Yes	\$
Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____					
Number of Tables with wagers over \$5 1 X Rent per Table \$ 300					\$ 300
3. Is Paddlewheels conducted at this site?				☒ No ☐ Yes	\$ 0
Number of Tables 0 X Rent per Table \$ _____					
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?				☐ No ☒ Yes	\$ 325
Please Check: ☒ Jar Bar ☒ Standard Dispensing Device					
5. Are Electronic Pull-Tabs conducted at this site?				☐ No ☒ Yes	\$ 875
If "Yes" please indicate the number of devices 5					
Total Monthly Rent					\$ 1,500
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐					
TERMS OF RENTAL AGREEMENT: This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance. The LESSOR agrees that no game will be directly operated as part of the lessor's business. The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization. The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed. If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site. The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds. The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee. The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name. A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest. At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.					
Signature of Lessor		Title COO		Date 2-22-24	
Signature of Lessee		Title CEO		Date 2-22-24	



- 5 – Etabs
- 2 – Pull Tab Dispensing Devices
- 1 – Blackjack Table
- 1 – Jar Bar





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

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

Full, Legal Name of Gaming Organization

Bismarck-Mandan Convention & Visitors Bureau, Inc.

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

ND Hospitality, LLC dba Quality Inn Bismarck

Street 1030 East Interstate Avenue	City Bismarck	ZIP Code 58503	County Burleigh
Beginning Date(s) Authorized 7/1/2024	Ending Date(s) Authorized 6/30/2025	Number of Twenty-One tables, if zero, enter "0" 2	

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

Entire lounge and banquet rooms (poker and bingo) excluding restrooms.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (**required**)

☒ Bingo	☐ Club Special	☐ Sports Pools
☐ ELECTRONIC Quick Shot Bingo	☐ Tip Board	☒ Twenty-One
☐ Raffles	☐ Seal Board	☒ Poker
☐ ELECTRONIC 50/50 Raffle	☐ Punchboard	☐ Calcuttas
☒ Pull Tab Jar	☐ Prize Board	☐ Paddlewheel with Tickets
☒ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☒ Paddlewheel Table
☒ ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date

PRINT Name and official position of person signing on behalf of city/county above

Jason Tomanek, City of Bismarck Administrator

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
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RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

Amended for
Bingo
June 8, 2023

License Number (Office Use Only)

Site Owner (Lessor) ND HOSPITALITY LLC		Site Name QUALITY INN		Site Phone Number 701-223-1911
Site Address 1030 EAST INTERSTATE AV	City BISMARCK	State ND	Zip Code 58503	County BURLEIGH
Organization BISMARCK-MANDAN CVB	Rental Period 07-1-2023 to 6-30-2026			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		☒ No ☒ Yes		\$ 526 6/18/23 <i>BP</i> 6/19/23
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		☒ No ☐ Yes		
2. Is Twenty-One conducted at this site?		☐ No ☒ Yes		\$
Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____				
Number of Tables with wagers over \$5 2 X Rent per Table \$ 300				\$ 600
3. Is Paddlewheels conducted at this site?		☒ No ☐ Yes		\$
Number of Tables _____ X Rent per Table \$ _____				
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?		☐ No ☒ Yes		\$ 175
Please Check: ☒ Jar Bar ☐ Standard Dispensing Device				
5. Are Electronic Pull-Tabs conducted at this site?		☐ No ☒ Yes		\$ 1,250
If "Yes" please indicate the number of devices 10				
Total Monthly Rent				\$ 2,025
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐				

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

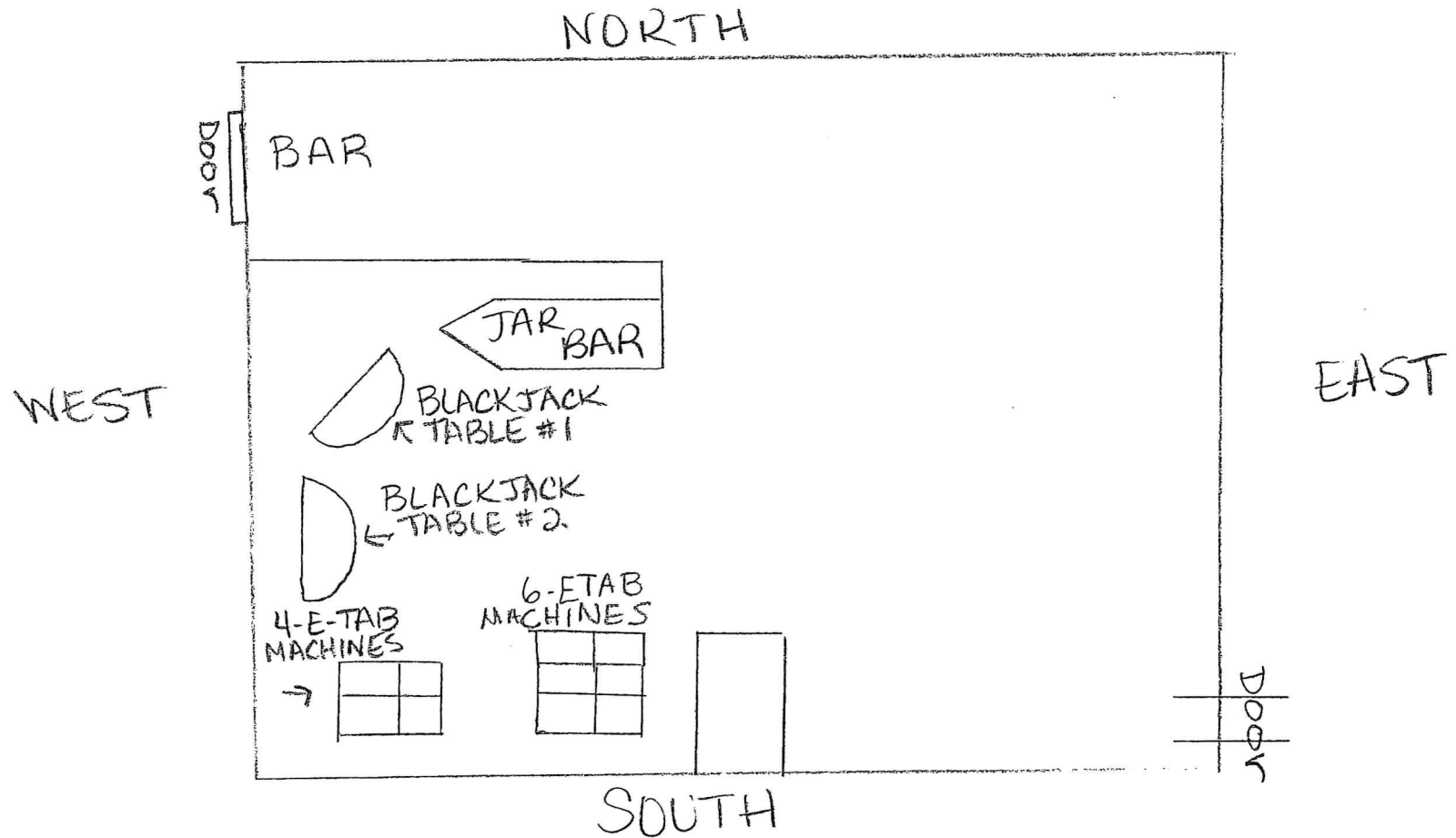
The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>Bill Leana</i>	Title <i>Corporate Director</i>	Date <i>5/18/23</i>
Signature of Lessee <i>[Signature]</i>	Title CEO	Date <i>5/18/23</i>

QUALITY INN



1030 E. Interstate Av.
Bismarck ND 58503

TWO(2) BLACKJACK TABLES
ON WEST SIDE OF BAR
TEN (10) E-TAB MACHINES
ON SOUTH SIDE OF BAR



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

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

Full, Legal Name of Gaming Organization

Bismarck-Mandan Convention & Visitors Bureau, Inc.

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Bismarck Hotel Company, Inc. dba Radisson Hotel & Conference Center - Bismarck

Street 605 East Broadway Avenue	City Bismarck	ZIP Code 58501	County Burleigh
Beginning Date(s) Authorized 7/1/2024	Ending Date(s) Authorized 6/30/2025	Number of Twenty-One tables, if zero, enter "0" 1	

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

Entire lounge & banquet rooms excluding restrooms.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (**required**)

☒ Bingo	☐ Club Special	☐ Sports Pools
☐ ELECTRONIC Quick Shot Bingo	☐ Tip Board	☒ Twenty-One
☐ Raffles	☐ Seal Board	☒ Poker
☐ ELECTRONIC 50/50 Raffle	☐ Punchboard	☐ Calcuttas
☒ Pull Tab Jar	☐ Prize Board	☐ Paddlewheel with Tickets
☒ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☒ Paddlewheel Table
☒ ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date

PRINT Name and official position of person signing on behalf of city/county above

Jason Tomanek, City of Bismarck Administrator

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) BISMARCK HOTEL COMPANY DBA RADISSON		Site Name RADISSON		Site Phone Number 701-255-6000
Site Address 605 EAST BROADWAY	City BISMARCK	State ND	Zip Code 58501	County BURLEIGH
Organization BISMARCK-MANDAN CVB		Rental Period 07-01-2024 to 06-30-2025		Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		☒ No ☐ Yes		
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		☐ No ☐ Yes		\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		☐ No ☒ Yes		\$
Number of Tables with wagers over \$5 1 X Rent per Table \$ 300				\$ 300
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		☒ No ☐ Yes		\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☐ Jar Bar ☐ Standard Dispensing Device		☐ No ☒ Yes		\$ 175
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices 5		☐ No ☒ Yes		\$ 875
Total Monthly Rent				\$ 1350
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐				

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, **the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.**

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization **may not** participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title GENERAL MANAGER	Date 3/6/24
Signature of Lessee 	Title CEO	Date 3/6/24

BISMARCK – MANDAN CONVENTION & VISITORS BUREAU

RADISSON 605 E BROADWAY, BISMARCK

ETABS

5

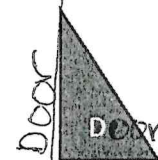
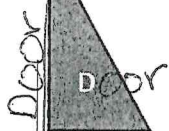
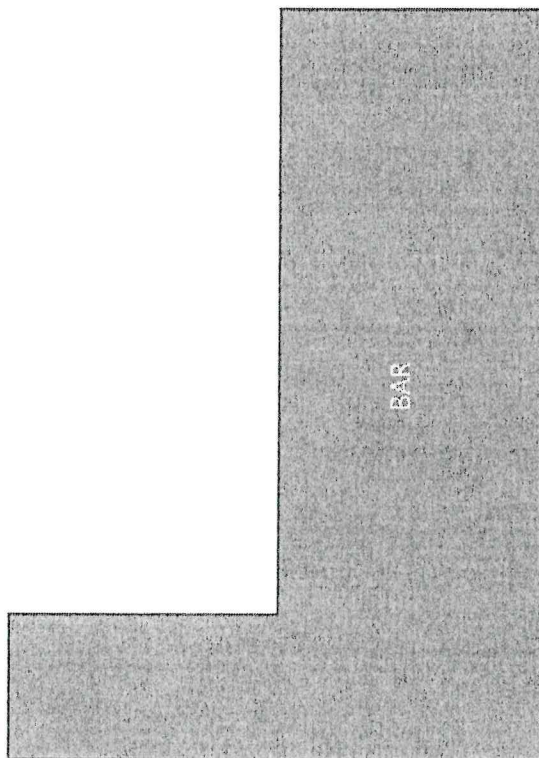
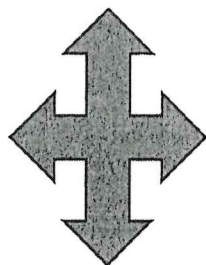
4

WEST

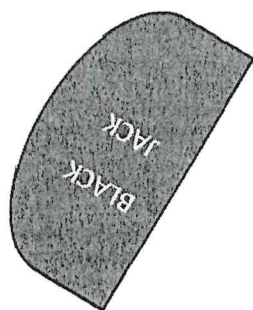
SOUTH

NORTH

EAST



ETABS



ONE (1) BLACKJACK TABLE

ONE (1) JAR BAR

FIVE (5) ETAB MACHINES



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

G - _____ (_____) _____

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Bismarck-Mandan Convention & Visitors Bureau, Inc.

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

E N T Sports, Inc. dba Stadium Sports Bar & The Lodge

Street

1030 East Interstate Avenue

City

Bismarck

ZIP Code

58503

County

Burleigh

Beginning Date(s) Authorized

7/1/2024

Ending Date(s) Authorized

6/30/2025

Number of Twenty-One
tables, if zero, enter "0"

2

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

Entire facility excluding restrooms.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (**required**)

☒

Bingo

☐

ELECTRONIC Quick Shot Bingo

☐

Raffles

☐

ELECTRONIC 50/50 Raffle

☒

Pull Tab Jar

☒

Pull Tab Dispensing Device

☒

ELECTRONIC Pull Tab Device

☐

Club Special

☐

Tip Board

☐

Seal Board

☐

Punchboard

☐

Prize Board

☐

Prize Board Dispensing Device

☐

Sports Pools

☒

Twenty-One

☒

Poker

☐

Calcuttas

☐

Paddlewheel with Tickets

☒

Paddlewheel Table

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

PRINT Name and official position of person signing on behalf of city/county above

Jason Tomanek, City of Bismarck Administrator

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) ENT SPORTS INC.		Site Name STADIUM / THE LODGE		Site Phone Number 701-258-4877
Site Address 1247 WEST DIVIDE AV	City BISMARCK	State ND	Zip Code 58501	County BURLEIGH
Organization Bismarck-Mandan Convention & Visitors Bureau	Rental Period July 1, 2024 to June 30, 2025			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?				☒ No ☐ Yes
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				☐ No ☐ Yes \$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 <u> </u> X Rent per Table \$ <u> </u>				☐ No ☒ Yes \$
Number of Tables with wagers over \$5 <u>2</u> X Rent per Table \$ <u>300</u>				\$ 600
3. Is Paddlewheels conducted at this site? Number of Tables <u>0</u> X Rent per Table \$ <u> </u>				☐ No ☐ Yes \$ 0
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☒ Jar Bar ☐ Standard Dispensing Device				☐ No ☒ Yes \$ 175
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices <u>6</u>				☐ No ☒ Yes \$ 950
Total Monthly Rent				\$ 1,725
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐				

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest.

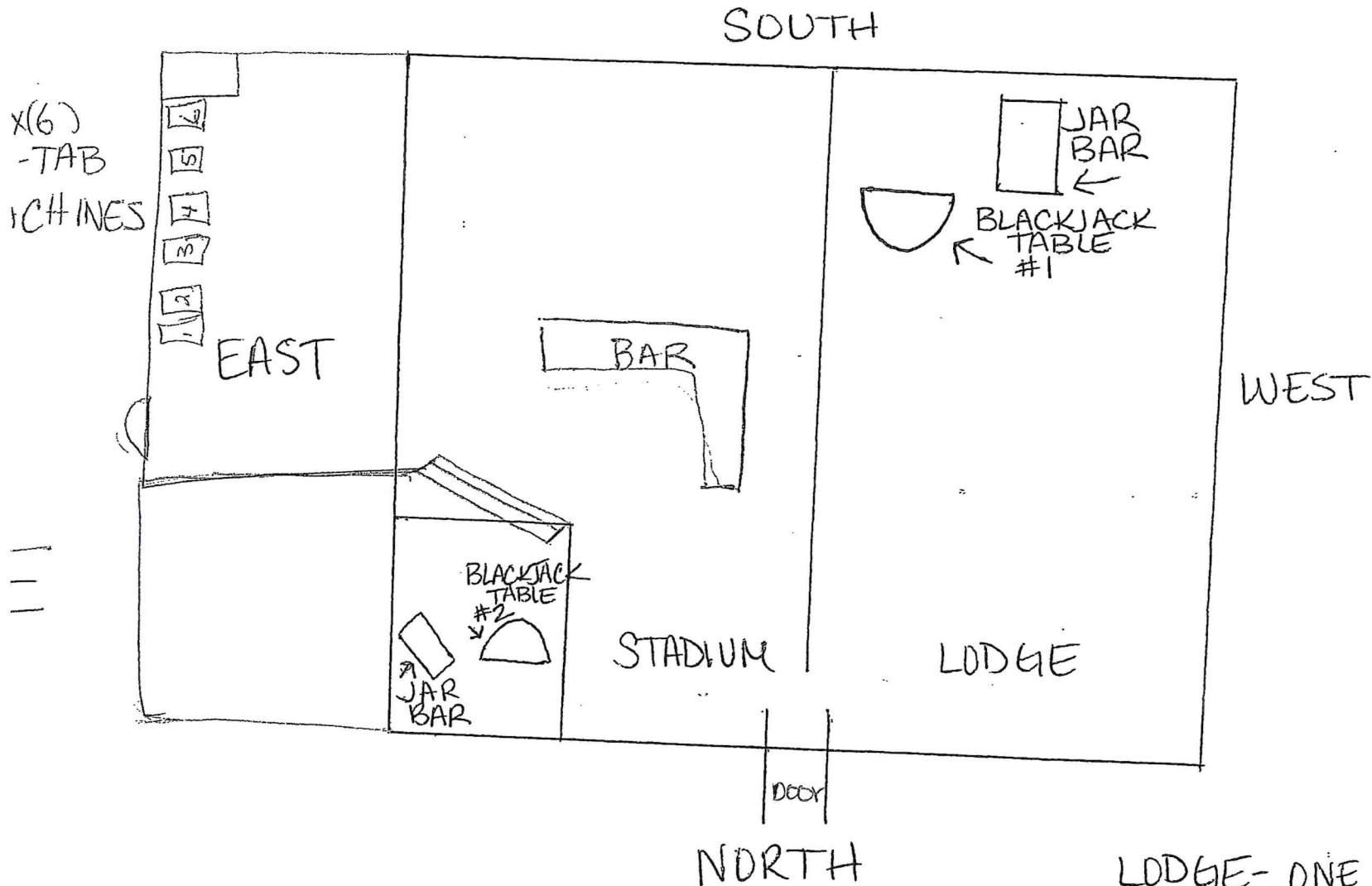
At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>[Signature]</i>	Title Treasurer / co-owner	Date 2/23/24
Signature of Lessee <i>[Signature]</i>	Title CEO	Date 2/23/24

STADIUM / LODGE

Bismarck-Mandan CVB
Stadium Sports Bar

6 Etab machines



LODGE- ONE BLACKJACK
TABLE ON SOUTH SIDE
OF BAR

STADIUM- ONE BLACKJACK
TABLE ON NORTH SIDE
OF BAR



**STATE GAMING LICENSE -
REAPPLICATION FORM**
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 53838 (7-2023)

License Number G-
License Year Ending June 30, _____

1. Official, Legal Name of Organization (Do Not Abbreviate) ND Chapters of Delta Waterfowl		Business Telephone Number 701-222-8857	
Business Address (Street) 1412 Basin Ave	City Bismarck	State ND	ZIP Code 58504
Mailing Address 1412 Basin Ave	City Bismarck	State ND	ZIP Code 58504
Address Where Gaming Accounting Records Are Kept 1412 Basin Ave	City Bismarck	State ND	ZIP Code 58504
E-mail Address llawrence@deltawaterfowl.org	Contact Person Lisa Lawrence	Official Position of Contact Person President	
2. Is Organization Recognized as Tax Exempt by the Internal Revenue Service? ☒ Yes ☐ No		3. Provide Organization's Federal Employer Identification Number (EIN) 53-0259796	
4. Name and Title of Organization's Top Executive Official (i.e., Cmdr, Pres., etc.) Lisa Lawrence, President		Daytime Telephone Number 701-222-8857	
5. Name of Gaming Manager Lisa Lawrence		Daytime Telephone Number 701-222-8857	
6. Signature of Gaming Manager		Date	
7. List the Full Governing Board of the Organization (The Governing Board is primarily responsible and may be held accountable for the proper determination and use of net proceeds)			
Name Lisa Lawrence	Telephone Number 701-222-8857	Name	Telephone Number
Name Scott Terner	Telephone Number 701-222-8857	Name	Telephone Number
Name Lacey Dutchak	Telephone Number 701-222-8857	Name	Telephone Number
Name Carey Egeland	Telephone Number 701-222-8857	Name	Telephone Number
Name Becky Bargmann	Telephone Number 701-222-8857	Name	Telephone Number
Name	Telephone Number	Name	Telephone Number
8. Does the Organization Own or Rent the Premises at Which the Games or Chance will be Conducted? ☐ Own ☒ Rent			

AFFIDAVIT

The Top Executive Official declares that the information is correct and authorizes the Attorney General to inspect the organization's bank and accounting records.	Signature of Top Executive Official <i>Lisa Lawrence</i>	Date <i>4-8-24</i>
--	---	-----------------------

Cities or Counties (If site is outside limits of an incorporated city) in which games of chance will be conducted	
City	County (Provide ONLY if renewing a county license)
Bismarck	
Wilton	
Minot	
Fargo	
Valley City	
Stanley	
If additional space is needed, attached a separate sheet	

Total number of licenses organization is applying for (add each city or county listed above) 6 x \$175.00 \$1,050.00 Total fee.

Enclose total license fee with this application.
(Check payable to: ND Attorney General)

RETURN TO:
Office of Attorney General
Licensing Section
600 E Boulevard Ave Dept. 125
Bismarck, ND 58505-0040

Telephone
701-328-2329 or
1-800-326-9240





April 9, 2024

TO: Office of Attorney General
Gaming Division

FROM: Lacee Dutchak
ldutchak@deltawaterfowl.org
(701) 222-8857 x 5202
Delta Waterfowl Foundation

Attached are Delta's Reapplication Form, Current Gaming Employee List, and the license fees for each jurisdiction.

We will be submitting Site Authorization forms and Rental Agreements prior to each gaming activity.

We have not included an Internal Control Manual as we were told that we did not need one because our organization only conducts raffles.

Please reach out if you have any questions or concerns.

Thank you,
Lacee Dutchak

Raffles at/for Fundraising Events

Definition: A Raffle is a game in which a prize is won by a player who bought a raffle ticket. A winning player is determined by drawing a ticket stub from a receptacle or by an alternate fair method approved by the attorney general.

Ticket Requirements:

All raffle tickets must have a detachable stub that is consecutively numbered. A ticket must be issued, as a receipt, to a player.

All raffle tickets, with the exception of double admission tickets (theater rolls), must contain:

- Name of organization
- Ticket number
- Price of the ticket;
- Prizes;
- Licensing authority (Attorney General's office or local city or county) and license number
- Statement that the person is or is not required to be present to win;
- Date and time of the drawing
- Location and street address of the drawing; and
- A statement that the ticket is not a charitable donation.

Raffle Play:

Prizes and raffle rules will be displayed at the fundraising event. Raffle descriptions will also be listed in the event program. This will include when the raffle will be closed and the draw is to take place.

Merchandise prize values are calculated at retail price, excluding sales tax.

Raffles are open to all persons in attendance unless specifically limited to a certain age group based on the prize (i.e., a youth raffle limited to ages 16 and younger).

Tickets will be sold by chapter volunteers.

Gaming employees will be responsible for:

- recording the beginning and ending ticket numbers if selling admission tickets.
- distributing a fixed amount of raffle tickets to volunteers to sell (pre-event raffle tickets).

Raffle Draw:

Upon end of raffle sales, Chapter volunteer ticket sellers will return ticket stubs to a receptacle where stubs will be intermixed for an equal chance to be drawn.

Raffles at/for Fundraising Events

Definition: A Raffle is a game in which a prize is won by a player who bought a raffle ticket. A winning player is determined by drawing a ticket stub from a receptacle or by an alternate fair method approved by the attorney general.

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All raffle tickets, with the exception of double admission tickets (theater rolls), must contain:

- Name of organization
- Ticket number
- Price of the ticket;
- Prizes;
- Licensing authority (Attorney General's office or local city or county) and license number
- Statement that the person is or is not required to be present to win;
- Date and time of the drawing
- Location and street address of the drawing; and
- A statement that the ticket is not a charitable donation.

Raffle Play:

Prizes and raffle rules will be displayed at the fundraising event. Raffle descriptions will also be listed in the event program. This will include when the raffle will be closed and the draw is to take place.

Merchandise prize values are calculated at retail price, excluding sales tax.

Raffles are open to all persons in attendance unless specifically limited to a certain age group based on the prize (i.e., a youth raffle limited to ages 16 and younger).

Tickets will be sold by chapter volunteers.

Gaming employees will be responsible for:

- recording the beginning and ending ticket numbers if selling admission tickets.
- distributing a fixed amount of raffle tickets to volunteers to sell (pre-event raffle tickets).

Raffle Draw:

Upon end of raffle sales, Chapter volunteer ticket sellers will return ticket stubs to a receptacle where stubs will be intermixed for an equal chance to be drawn.

One gaming employee (age 18 or older) will draw the winning stub out of the receptacle while a chapter volunteer or another gaming employee acts as witness to the draw.

Each winning ticket number will be announced via PA system at least twice.

If the winner needs to be present to win and does not claim the prize in the time allowed, a new ticket will be drawn.

Reporting and Record Keeping:

Gaming employees and chapter volunteers will be responsible for obtaining the correct forms from the ND Attorney General Licensing and Gaming Website.

These forms will:

- Record the consecutive number of raffle tickets sold for each raffle held.
- Reconcile funds received from each ticket seller/raffle.
- Determine the correct deposit amount for raffle proceeds.
- Be retained for three years from the end of the quarter in which the raffle was reported.

The Gaming manager, bookkeeper, and gaming employees will work together to make sure a gaming deposit is made into the exclusive gaming account within three days of the raffle.

The bookkeeper will be responsible for quarterly tax reporting.

The governing board is responsible for determining use of net proceeds.

Dispute Resolution:

Any questions or disputes that arise during the conduct of a raffle at a fundraising event shall be directed to the gaming employee facilitating the raffle for possible resolution.

In the event the dispute cannot be resolved by the gaming employee at the site where the raffle is taking place, a person has the option of directing their question or dispute to the gaming manager located in Bismarck, ND at 888-987-3695.

If satisfactory resolution is not achieved on site or via the gaming manager, a person has the option of contacting the North Dakota Office of the Attorney General at 1-800-326-9240.



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

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

Full, Legal Name of Gaming Organization

North Dakota Chapters of Delta Waterfowl, Inc.

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Bismarck Event Center

Street

315 South 5th Street

City

Bismarck

ZIP Code

58504

County

Burleigh

Beginning Date(s) Authorized

8/17/2024

Ending Date(s) Authorized

8/17/2024

Number of Twenty-One
tables, if zero, enter "0"

0

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

Bismarck Event Center Hall A

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

Raffle drawing 8/17/2024

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (**required**)

☐

Bingo

☐

ELECTRONIC Quick Shot Bingo

☒

Raffles

☐

ELECTRONIC 50/50 Raffle

☐

Pull Tab Jar

☐

Pull Tab Dispensing Device

☐

ELECTRONIC Pull Tab Device

☐

Club Special

☐

Tip Board

☐

Seal Board

☐

Punchboard

☐

Prize Board

☐

Prize Board Dispensing Device

☐

Sports Pools

☐

Twenty-One

☐

Poker

☐

Calcuttas

☐

Paddlewheel with Tickets

☐

Paddlewheel Table

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

PRINT Name and official position of person signing on behalf of city/county above

Jason Tomanek, City of Bismarck Administrator

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) City of Bismarck		Site Name Bismarck Event Center		Site Phone Number (701) 355-1370
Site Address 315 S. 5th Street	City Bismarck	State ND	Zip Code 58504	County Burleigh
Organization Delta Watertown Chapters of North Dakota Inc.		Rental Period August 17, 2024 to August 17, 2024		Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		☒ No	☐ Yes	
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		☐ No	☐ Yes	\$
2. Is Twenty One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		☒ No	☐ Yes	\$
Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				\$
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		☒ No	☐ Yes	\$
4. Is Pull Tabs involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☐ Jar Bar ☐ Standard Dispensing Device		☒ No	☐ Yes	\$
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices _____		☒ No	☐ Yes	\$
Total Monthly Rent				\$
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☒				

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest.

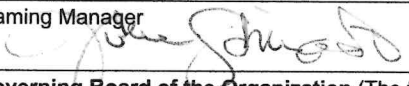
At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>Amade Yellow</i>	Title <i>Acting Director</i>	Date <i>3-22-24</i>
Signature of Lessee <i>Isa Laurence</i>	Title <i>President</i>	Date <i>3-22-24</i>



**STATE GAMING LICENSE -
APPLICATION FORM**
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 53839 (7-2023)

License Number
G-
License Year Ending
June 30, _____

1. Official, Legal Name of Organization (Do Not Abbreviate) Furry Friends Rockin Rescue Inc		Business Telephone Number 701-471-0155	
Business Address (Street) 2500 14th Avenue SE	City Mandan	State ND	ZIP Code 58554
Mailing Address PO Box 7364	City Bismarck,	State ND	ZIP Code 58507
E-mail Address Jeffkusser69@gmail.com	Contact Person Julie Schirado	Official Position of Contact Person Gaming Manager	
2. To be applicable for a State Gaming License an eligible organization must demonstrate that they have been actively fulfilling their primary purpose by submitting copies of the non-profit corporation's charter, articles of incorporation, corporate certificate, organizational by-laws and minutes of board meetings for the last two years with this application for state gaming license.		Have the materials for demonstrating a primary purpose been included? ☒ Yes ☐ No	
3. Is the Organization recognized as tax exempt by the Internal Revenue Service a.) If yes, enclose copy of tax exemption letter received from IRS; if letter has not been received, enclose a letter of explanation (New Applicants Only)		☒ Yes ☐ No	
4. Provide Organization's Federal Employer Identification Number (EIN) 47-4976049			
5. Type of ELIGIBLE Organization (Check One) ☒ a) Charitable ☐ e) Public Safety ☐ b) Civic & Service ☐ f) Public Spirited ☐ c) Educational ☐ g) Religious ☐ d) Fraternal ☐ h) Veterans		6. Is the Organization Chartered By ☐ International Organization ☐ National Organization ☐ State Organization ☐ None of the Above	
7. How long has the Organization existed in North Dakota? August 28, 2015			
8. Name and Title of Organization's Top Executive Official (i.e., Cmdr, Pres., etc.) Brian Marquart		Daytime Telephone Number 701-226-6871	
9. Name of Gaming Manager Julie Schirado		Daytime Telephone Number 701-471-0155	
9a. Signature of Gaming Manager 		Date 7/7/24	
10. List the Full Governing Board of the Organization (The full Governing Board of the organization is primarily responsible and may be held accountable for the proper determination and use of net proceeds)			
Name Brian Marquart	Daytime Telephone Number 701-226-6871	Name Julie Schirado	Daytime Telephone Number 701-471-1055
Name Jeff Kuss	Daytime Telephone Number 701-805-1646	Name	Daytime Telephone Number
Name Patti Ennis	Daytime Telephone Number 701-214-1005	Name	Daytime Telephone Number
Name J T Smith	Daytime Telephone Number 701-391-8533	Name	Daytime Telephone Number
Name Tana Solberg	Daytime Telephone Number 701-426-6739	Name	Daytime Telephone Number
Name Laura Jensen	Daytime Telephone Number 701-220-7772	Name	Daytime Telephone Number
11. Has the Organization ever been Convicted of a Felony, Class A Misdemeanor Unlawful Gambling or Organized Criminal Activity?		☐ Yes ☒ No	
12. Is organization properly registered as a non profit organization with the North Dakota Secretary of State?		☒ Yes ☐ No	
13. Does the Organization currently have a <u>Local / Restricted Event Permit</u> that was issued by a City/County?		☐ Yes ☒ No	
14. Does the Organization Own or Rent the premises at which Games of Chance will be conducted?		☒ Rent ☐ Own	

AFFIDAVIT

The Top Executive Official declares that the information is correct and authorizes the Attorney General to inspect the organization's bank and accounting records.	Signature of Top Executive Official	Date
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CURRENT GAMING EMPLOYEE LIST
ND OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 54270 (8-2023)

License No. G- 1 0 3 3

Organization Name Furry Friends Rockin Rescue		
Mailing Address PO Box 7364		
City Bismarck	State ND	ZIP Code 58507
Business Phone		Cell Phone 701-471-0155

Name of Gaming Manager Julie Schirado	Date of Hire 7/1/2022
NOTE: Volunteer Gaming Managers are required to have a record check completed. Record Check Completed ☒ Yes ☐ No	Date of Birth 2/27/1965

EMPLOYEE NAME First Name, Middle Name, Last Name		JOB TITLE	DATE OF HIRE	DATE OF BIRTH	Check if Volunteer
1.	Melanie Massen	Runner	9/26/2022	12/10/1949	☒
2.	Laurie Zacher	Runner	10/27/2023	12/15/1965	☐
3.	Amber Wiley	Runner	7/1/2023	6/3/1983	☐
4.	Kole Glass	Dealer	1/4/2024	8/9/1992	☐
5.	Alicia Wetzel	Dealer	1/15/2024	5/25/1984	☐
6.					☐
7.					☐
8.					☐
9.					☐
10.					☐
11.					☐
12.					☐
13.					☐
14.					☐
15.					☐
16.					☐
17.					☐
18.					☐
19.					☐
20.					☐
21.					☐
22.					☐
23.					☐
24.					☐

RETURN THIS FORM WITH THE STATE GAMING LICENSE REAPPLICATION DOCUMENTS

FURRY FRIENDS ROCKIN' RESCUE
G-530
Bismarck, North Dakota

GAMING INTERNAL CONTROL MANUAL

Revised April 2024

FURRY FRIEND ROCKIN' RESCUE
GAMING INTERNAL CONTROL MANUAL

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

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

Full, Legal Name of Gaming Organization

Furry Friends Rockin' Rescue, Inc.

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Big Dog Beverages LLC dba Big Dog Distillery & Tiki Bar

Street

307 South 3rd Street

City

Bismarck

ZIP Code

58504

County

Burleigh

Beginning Date(s) Authorized

7/1/2024

Ending Date(s) Authorized

6/30/2025

Number of Twenty-One
tables, if zero, enter "0"

0

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (**required**)

☒

Bingo

☐

ELECTRONIC Quick Shot Bingo

☒

Raffles

☐

ELECTRONIC 50/50 Raffle

☐

Pull Tab Jar

☒

Pull Tab Dispensing Device

☒

ELECTRONIC Pull Tab Device

☐

Club Special

☐

Tip Board

☐

Seal Board

☐

Punchboard

☐

Prize Board

☐

Prize Board Dispensing Device

☐

Sports Pools

☐

Twenty-One

☐

Poker

☐

Calcuttas

☐

Paddlewheel with Tickets

☐

Paddlewheel Table

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

PRINT Name and official position of person signing on behalf of city/county above

Jason Tomanek, City of Bismarck Administrator

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) Scott Beierle		Site Name Big Dog Distillery		Site Phone Number 701-751-8454	
Site Address 307 South 3rd Street		City Bismarck	State ND	Zip Code 58501	County Burleigh
Organization Furry Friends Rockin Rescue		Rental Period 7/1/2024 to 6/30/2025			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?				☒ No ☐ Yes	
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				☒ No ☐ Yes	\$
2. Is Twenty-One conducted at this site?				☒ No ☐ Yes	\$
Number of Tables with wagers up to \$5 <u> </u> X Rent per Table \$ <u> </u>					
Number of Tables with wagers over \$5 <u> </u> X Rent per Table \$ <u> </u>					\$
3. Is Paddlewheels conducted at this site?				☒ No ☐ Yes	\$
Number of Tables <u> </u> X Rent per Table \$ <u> </u>					
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?				☐ No ☒ Yes	\$
Please Check: ☐ Jar Bar ☒ Standard Dispensing Device					350
5. Are Electronic Pull-Tabs conducted at this site?				☐ No ☒ Yes	\$
If "Yes" please indicate the number of devices <u> 2 </u>					200
Total Monthly Rent					\$ 550.
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐					

TERMS OF RENTAL AGREEMENT:

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The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

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If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

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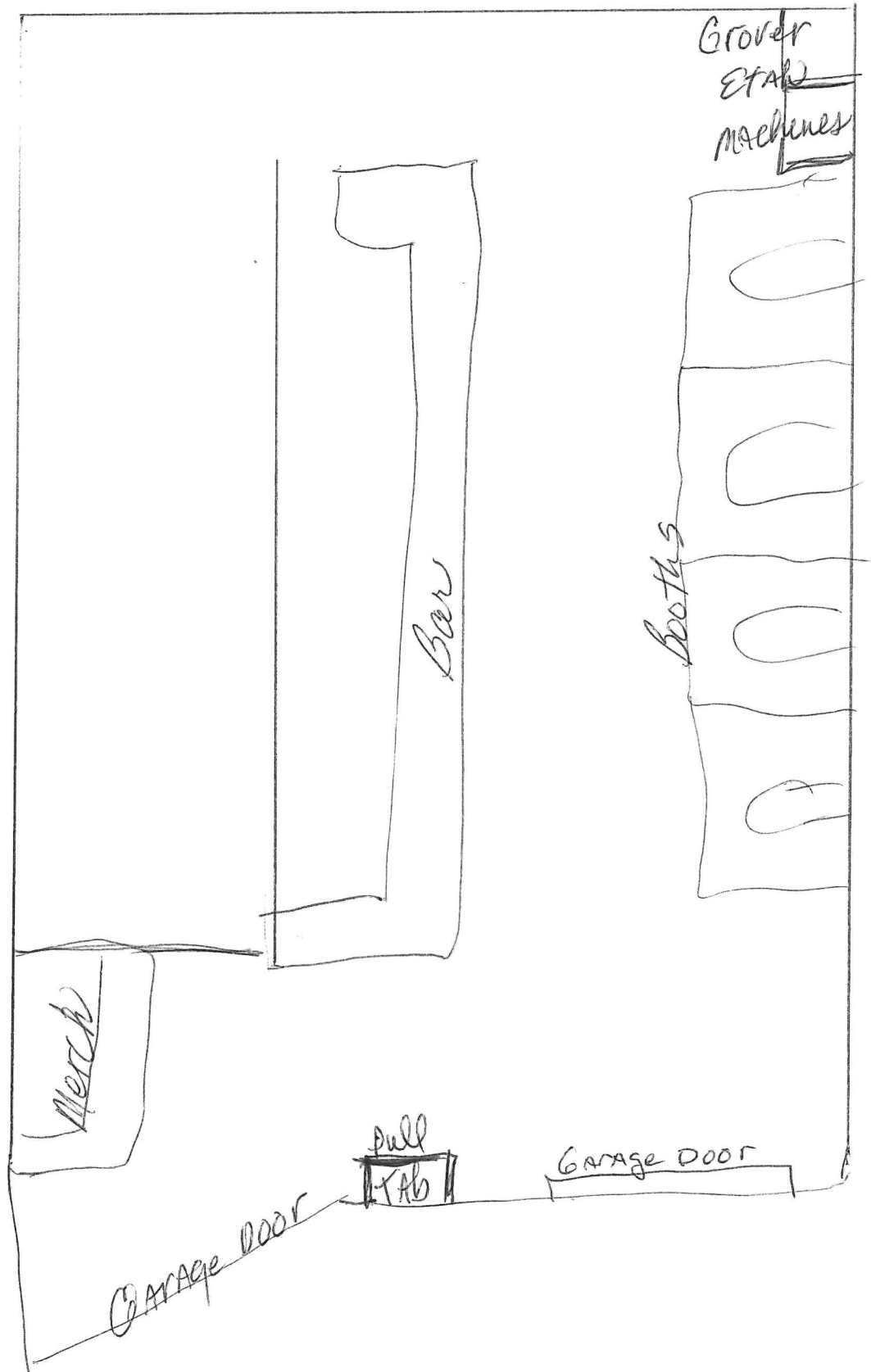
The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>Scott Beierle</i>	Title <i>President</i>	Date <i>2/23/24</i>
Signature of Lessee <i>Joe Schirado</i>	Title <i>Mgr.</i>	Date <i>2/29/24</i>

BIG DOG TIKI





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

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

Full, Legal Name of Gaming Organization

Furry Friends Rockin' Rescue, Inc.

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Final Gravity LLC dba Bismarck Brewing

Street 1100 Canada Avenue	City Bismarck	ZIP Code 58503	County Burleigh
Beginning Date(s) Authorized 7/1/2024	Ending Date(s) Authorized 6/30/2025	Number of Twenty-One tables, if zero, enter "0" 0	

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (**required**)

☒ Bingo	☐ Club Special	☐ Sports Pools
☐ ELECTRONIC Quick Shot Bingo	☐ Tip Board	☐ Twenty-One
☒ Raffles	☐ Seal Board	☐ Poker
☐ ELECTRONIC 50/50 Raffle	☐ Punchboard	☐ Calcuttas
☐ Pull Tab Jar	☐ Prize Board	☐ Paddlewheel with Tickets
☒ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☐ Paddlewheel Table
☒ ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date

PRINT Name and official position of person signing on behalf of city/county above

Jason Tomanek, City of Bismarck Administrator

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Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) Jordan Everaert		Site Name Bismarck Brewing		Site Phone Number 701-751-8820
Site Address 1100 Canada Avenue	City Bismarck	State ND	Zip Code 58503	County Burleigh
Organization Furry Friends Rockin Rescue	Rental Period 7/1/2024 to 6/30/25			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		☐ No	☒ Yes	
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		☒ No	☐ Yes	\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		☒ No	☐ Yes	\$
Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				\$
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		☒ No	☐ Yes	\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☐ Jar Bar ☒ Standard Dispensing Device		☐ No	☒ Yes	\$ 100.00
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices 2		☐ No	☒ Yes	\$ 350.00
Total Monthly Rent				\$ 450.
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐				

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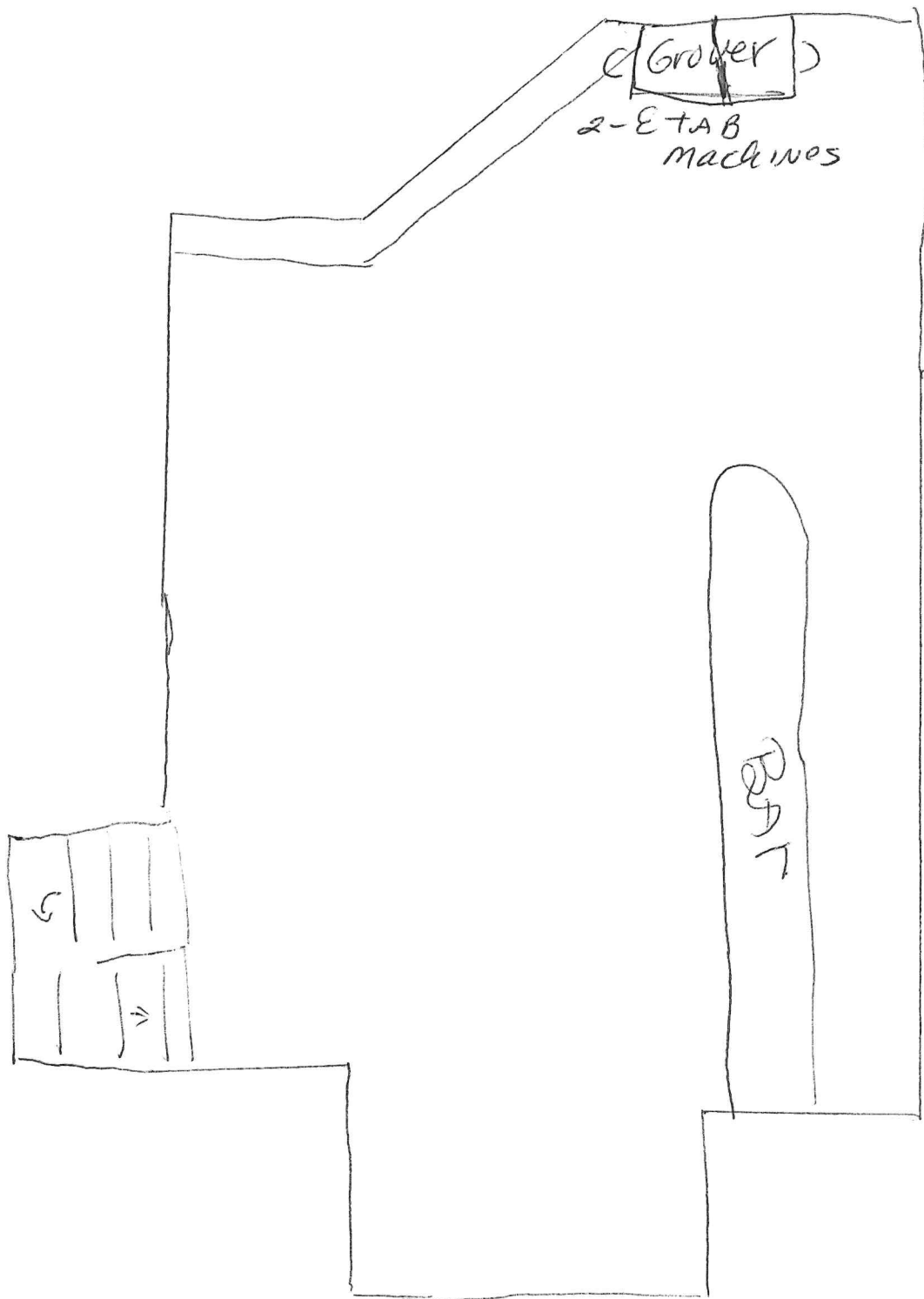
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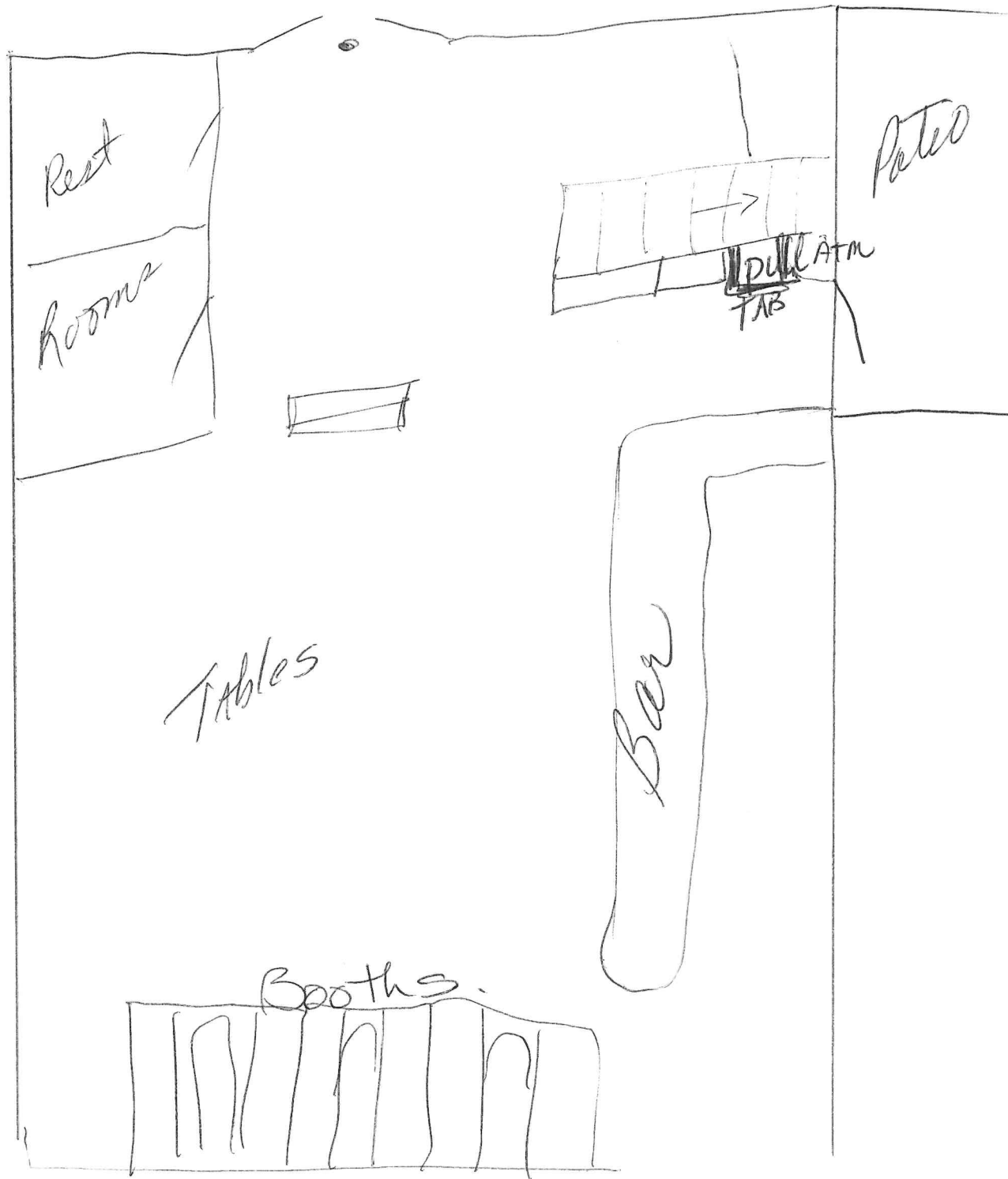
At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title Owner	Date 3/27/24
Signature of Lessee 	Title Mgr	Date 3/27/24

Bismarck Brewing upstairs



Bismarck Brewing Ale Works





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

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

Full, Legal Name of Gaming Organization

Furry Friends Rockin' Rescue, Inc.

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Gideon's Brewing Company Inc.

Street

107 North 5th Street

City

Bismarck

ZIP Code

58501

County

Burleigh

Beginning Date(s) Authorized

7/1/2024

Ending Date(s) Authorized

6/30/2025

Number of Twenty-One
tables, if zero, enter "0"

0

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (**required**)

☒

Bingo

☐

ELECTRONIC Quick Shot Bingo

☒

Raffles

☐

ELECTRONIC 50/50 Raffle

☐

Pull Tab Jar

☒

Pull Tab Dispensing Device

☐

ELECTRONIC Pull Tab Device

☐

Club Special

☐

Tip Board

☐

Seal Board

☐

Punchboard

☐

Prize Board

☐

Prize Board Dispensing Device

☐

Sports Pools

☐

Twenty-One

☐

Poker

☐

Calcuttas

☐

Paddlewheel with Tickets

☐

Paddlewheel Table

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

PRINT Name and official position of person signing on behalf of city/county above

Jason Tomanek, City of Bismarck Administrator

INSTRUCTIONS:

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RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) David Duma		Site Name Gideons Brewing Co		Site Phone Number 701-751-1044
Site Address 107 North 5th Street	City Bismarck	State ND	Zip Code 58501	County Burleigh
Organization Furry Friends Rockin Rescue		Rental Period 7/1/2024 to 6/30/2025		Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		☐ No ☒ Yes		
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		☒ No ☐ Yes		\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 ☒ Rent per Table \$		☒ No ☐ Yes		\$
Number of Tables with wagers over \$5 ☒ Rent per Table \$				\$
3. Is Paddlewheels conducted at this site? Number of Tables ☒ Rent per Table \$		☒ No ☐ Yes		\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☐ Jar Bar ☒ Standard Dispensing Device		☐ No ☒ Yes		\$ 100.00
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices		☒ No ☐ Yes		\$
Total Monthly Rent				\$ 17.00
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐				

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, **the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.**

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization **may not** participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor

Title

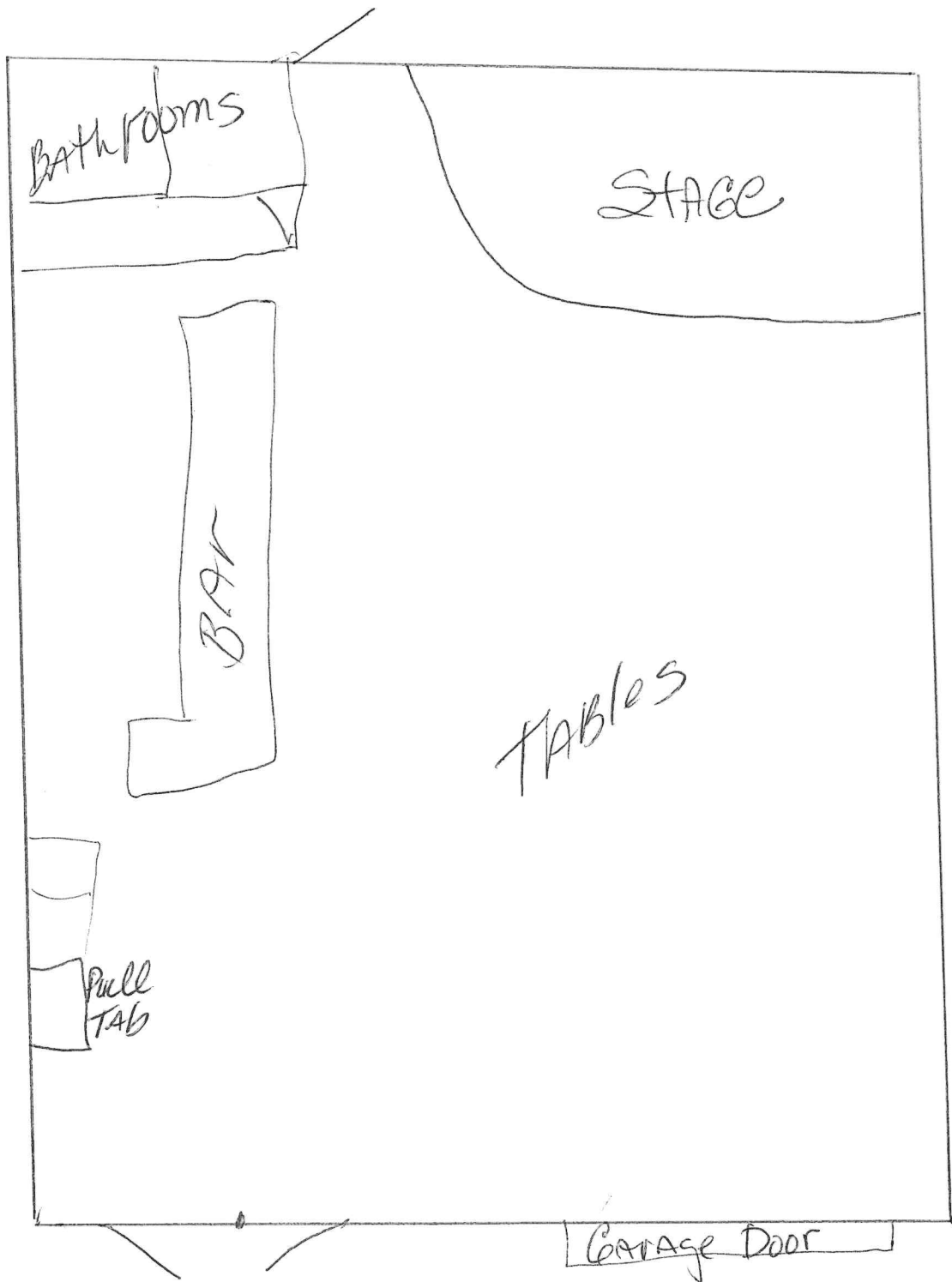
Date

Signature of Lessee

Title

Date

Gideons





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

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

Full, Legal Name of Gaming Organization

Furry Friends Rockin' Rescue, Inc.

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Jack's, Inc. dba Jack's Steakhouse & Seafood

Street

1201 South 12th Street

City

Bismarck

ZIP Code

58504

County

Burleigh

Beginning Date(s) Authorized

7/1/2024

Ending Date(s) Authorized

6/30/2025

Number of Twenty-One
tables, if zero, enter "0"

0

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (**required**)

☐

Bingo

☐

ELECTRONIC Quick Shot Bingo

☒

Raffles

☐

ELECTRONIC 50/50 Raffle

☐

Pull Tab Jar

☒

Pull Tab Dispensing Device

☒

ELECTRONIC Pull Tab Device

☐

Club Special

☐

Tip Board

☐

Seal Board

☐

Punchboard

☐

Prize Board

☐

Prize Board Dispensing Device

☐

Sports Pools

☐

Twenty-One

☐

Poker

☐

Calcuttas

☐

Paddlewheel with Tickets

☐

Paddlewheel Table

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

PRINT Name and official position of person signing on behalf of city/county above

Jason Tomanek, City of Bismarck Administrator

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) Jack Humble		Site Name Jacks Steakhouse & Seafood		Site Phone Number 701-221-9120
Site Address 1201 South 12th Street	City Bismarck	State ND	Zip Code 58504	County Burleigh
Organization Furry Friends Rockin Rescue	Rental Period 7/1/2024 to 6/30/2025			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		☒ No	☐ Yes	
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		☒ No	☐ Yes	\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 <u> </u> X Rent per Table \$ <u> </u>		☒ No	☐ Yes	\$
Number of Tables with wagers over \$5 <u> </u> X Rent per Table \$ <u> </u>				\$
3. Is Paddlewheels conducted at this site? Number of Tables <u> </u> X Rent per Table \$ <u> </u>		☒ No	☐ Yes	\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☐ Jar Bar ☒ Standard Dispensing Device		☐ No	☒ Yes	\$ 400
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices <u> 10 </u>		☐ No	☒ Yes	\$ 1250
Total Monthly Rent				\$ 1650.
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐				

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, **the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.**

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

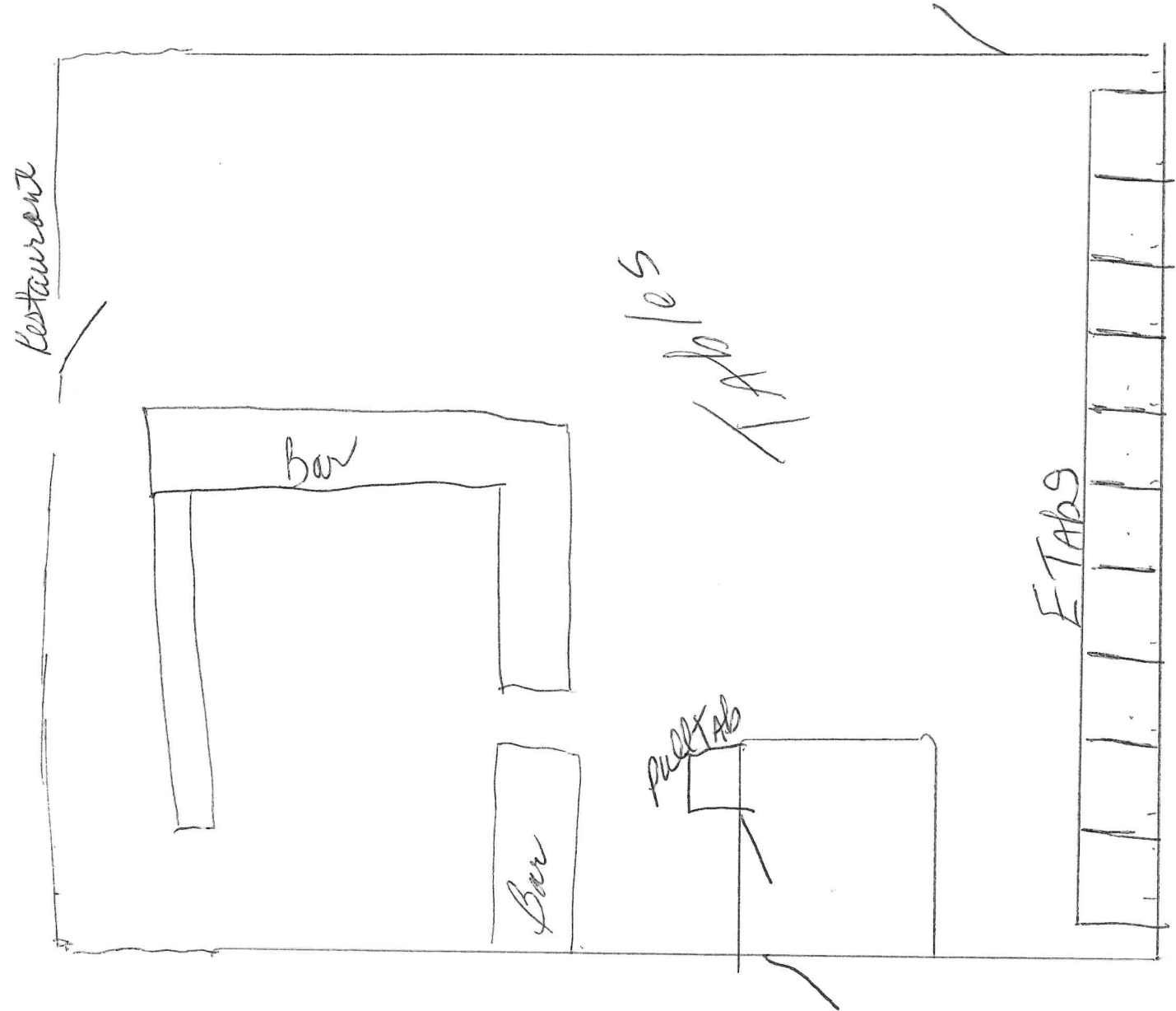
The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization **may not** participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>John Humble</i>	Title <i>Manager</i>	Date <i>2/23/24</i>
Signature of Lessee <i>John Schorger</i>	Title <i>Ngr</i>	Date <i>2/28/24</i>

Patio

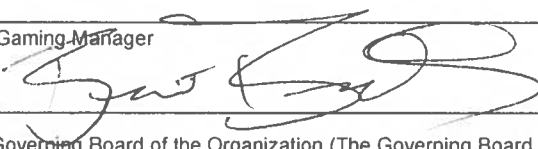


Jack's Steakhouse &
Seafood.

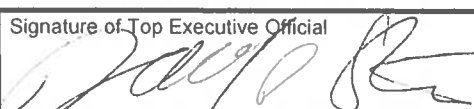


**STATE GAMING LICENSE -
REAPPLICATION FORM**
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 53838 (7-2023)

License Number
G-
License Year Ending
June 30, _____

1. Official, Legal Name of Organization (Do Not Abbreviate) North Dakota Association for The Disabled, Inc.		Business Telephone Number 701-775-5577	
Business Address (Street) 2660 South Columbia Rd	City Grand Forks	State ND	ZIP Code 58201
Mailing Address 2660 South Columbia Rd	City Grand Forks	State ND	ZIP Code 58201
Address Where Gaming Accounting Records Are Kept 2660 South Columbia Rd	City Grand Forks	State ND	ZIP Code 58201
E-mail Address dsanter@ndad.org	Contact Person Don Santer	Official Position of Contact Person CEO	
2. Is Organization Recognized as Tax Exempt by the Internal Revenue Service? ☒ Yes ☐ No		3. Provide Organization's Federal Employer Identification Number (EIN) 51-0138076	
4. Name and Title of Organization's Top Executive Official (i.e., Cmdr, Pres., etc.) Don Santer, CEO		Daytime Telephone Number 701-775-5577	
5. Name of Gaming Manager Brent Brooks		Daytime Telephone Number 701-775-5577	
6. Signature of Gaming Manager 		Date 3-27-24	
7. List the Full Governing Board of the Organization (The Governing Board is primarily responsible and may be held accountable for the proper determination and use of net proceeds)			
Name Craig Hashbarger	Telephone Number 701-239-7274	Name	Telephone Number
Name Anne Putbrese	Telephone Number 701-772-9352	Name	Telephone Number
Name Betty Wilkening	Telephone Number 218-779-3685	Name	Telephone Number
Name Wendell Grondahl	Telephone Number 701-739-8444	Name	Telephone Number
Name Mike Berg	Telephone Number 701-234-2455	Name	Telephone Number
Name Tom Alexander	Telephone Number 701-852-0485	Name	Telephone Number
8. Does the Organization Own or Rent the Premises at Which the Games or Chance will be Conducted? ☒ Own ☐ Rent			

AFFIDAVIT

The Top Executive Official declares that the information is correct and authorizes the Attorney General to inspect the organization's bank and accounting records.	Signature of Top Executive Official 	Date 03-27-24
--	---	-------------------------

Cities or Counties (If site is outside limits of an incorporated city) in which games of chance will be conducted	
City	County (Provide ONLY if renewing a county license)
Bismarck	Ward
Fargo	
Grand Forks	
Minot	
West Fargo	
If additional space is needed, attached a separate sheet	

Total number of licenses organization is applying for (add each city or county listed above) 6 x \$175.00 \$1,050.00 Total fee.

Enclose total license fee with this application.
(Check payable to: ND Attorney General)

RETURN TO:

Office of Attorney General
 Licensing Section
 600 E Boulevard Ave Dept. 125
 Bismarck, ND 58505-0040

Telephone

701-328-2329 or
 1-800-326-9240

CURRENT GAMING EMPLOYEE LIST

NAME OF GAMING MANAGER BRENT BROOKS
 GAMING MANAGER DATE OF HIRE 3/1/2019
 RECORD CHECK COMPLETE YES

G-0589

NORTH DAKOTA ASSOCIATION FOR
 THE DISABLED INC

2660 SOUTH COLUMBIA RD

GRAND FORKS ND 58201

701-775-5577 701-330-2454

Employee Name	Job Title	Date of Hire	Date of Birth	Check if Volunteer
MASON ZIETZ	BINGO WORKER	1/30/2024	12/6/2004	
JOSEPH ZACHMEIER	BLACKJACK DEALER	8/13/2001	12/15/1957	
ELLIOTT WRIGHT	BLACKJACK DEALER	4/25/2017	8/11/1988	
NICHOLE WOHLK	BLACKJACK DEALER	1/8/2016	4/16/1982	
JEREMY WANGE	BLACKJACK DEALER	3/14/2023	5/8/1996	
LORI WALSTAD	BLACKJACK DEALER	11/28/2014	1/19/1956	
CHRISTOPHER VEZNER	BLACKJACK DEALER	1/7/2023	8/16/1980	
DAVID THOMPSON	BLACKJACK DEALER	6/10/2014	1/27/1984	
TORY THOM	BLACKJACK DEALER	3/9/2004	1/9/1983	
MIKE TAASAAS	BLACKJACK DEALER	11/4/2007	7/5/1970	
ROBERT SWANSON	BLACKJACK DEALER	8/29/2018	7/28/1990	
TYRONE STRINGER	BINGO WORKER	9/30/2022	2/21/2006	
LISA STEIDL	GAMING SITE MANAGER	2/23/2011	9/4/1981	
AARON SMITH	BLACKJACK DEALER	9/14/2015	1/1/1980	
SAMANTHA SLOBY	BINGO WORKER	2/15/2023	12/18/1988	
LAURA SHELTON	BLACKJACK DEALER	12/1/2013	10/21/1981	
CINDY SEWELL	BINGO WORKER	4/4/2017	6/11/1958	
STERLING SEVERSON	BLACKJACK DEALER	9/29/2021	5/13/1996	
AMANDA SANDOVAL	BINGO WORKER	3/5/2024	1/13/1991	
GABRIELLA REINHARDT	BINGO WORKER	7/2/2019	5/22/2003	
JORDAN RAMSDELL	BINGO MANAGER	5/1/2012	9/30/1987	
TIMOHTY PETERKA	BLACKJACK DEALER	5/24/2016	6/12/1978	
DAWN PERRY	BLACKJACK DEALER	10/4/2023	5/6/1973	
COLE PEARSON	BLACKJACK DEALER	12/6/2022	6/2/2001	
CRAIG NORBERG	BLACKJACK DEALER	5/8/2017	1/15/1978	
BYRON NEWNAM	MINOT GAMING DIRECTOR	10/1/1991	8/16/1967	
CHRISTINA NELSON	ASSISTANT SITE MANAGER	4/1/2014	12/26/1974	
TINA MONETTE	BLACKJACK DEALER	7/15/2015	5/13/1971	
NIKKI MILLER	BLACKJACK DEALER	9/6/2016	6/5/1971	
CASEY MEYERS	BINGO ASSITANT MANAGER	11/2/2022	5/21/1992	
SHERRY MCCONNELL	BINGO WORKER	1/25/2024	10/11/1961	
PATRICK MALNAA	BLACKJACK DEALER	2/15/2023	10/25/1999	
LYNN MAGNUSON	BLACKJACK DEALER	11/29/2006	6/20/1969	
JOLENE LORD	BLACKJACK DEALER	7/1/2015	3/26/1975	
ALLYSON LONG	BINGO WORKER	3/5/2024	8/22/2001	
AMANDA LESMANN	BLACKJACK DEALER	6/20/2020	1/17/1991	
TINA LEMON	ASSISTANT SITE MANAGER	2/16/2001	2/26/1976	
JEFFERY LARSON	BLACKJACK DEALER	11/2/2021	4/14/1993	
KEYARA LAROCQUE	BLACKJACK DEALER	8/3/2023	3/30/2002	
KELLI LACHENMEIER	BLACKJACK DEALER	10/27/2020	8/15/1995	
ETHAN KORFE	BLACKJACK DEALER	1/24/2022	3/18/1998	
SABRINA KNUDSON	BLACKJACK DEALER	5/11/2023	7/31/1981	
SHERYL KINDSVOGEL	BLACKJACK DEALER	11/26/2011	1/27/1961	
ROWAN KIMBALL	BINGO WORKER	1/25/2024	3/9/2007	
LAURIE KIMBALL	BINGO WORKER	11/28/2023	7/27/1983	
MASON KENNEDY	BLACKJACK DEALER	8/18/2014	4/12/1990	
JAMES KENDALL	FARGO GAMING DIRECTOR	12/27/2013	9/18/1976	
JEAN KELLER	BINGO WORKER	12/19/2023	7/19/1954	
STACY JORGENSON	BLACKJACK DEALER	1/7/2014	5/15/1970	

NICHOLAS JOHNSON	BLACKJACK DEALER	7/1/2015	3/5/1982	
KAITLYN JOHNSON	BLACKJACK DEALER	12/26/2023	7/6/1998	
JACOB IMBERY	ASSISTANT SITE MANAGER	2/23/2016	1/10/1991	
JACQUELINE HONKOMP	ASSISTANT SITE MANAGER	10/24/2013	7/9/1962	
ASHLEY HENRY	BLACKJACK DEALER	7/11/2022	4/7/1988	
DIANE HARMON	BINGO WORKER	6/21/2013	8/21/1959	
SAM GRAVSETH	BLACKJACK DEALER	3/7/2021	3/9/1982	
BETHANY GLICK	BLACKJACK DEALER	7/26/2021	11/24/1979	
KARISSA GEER	BLACKJACK DEALER	1/11/2023	4/2/2001	
CALEB GARD	BLACKJACK DEALER	5/8/2015	4/1/1983	
CHRIS FUDER	BLACKJACK DEALER	6/6/2022	10/3/1987	
ANGELA FRANZWA	BLACKJACK DEALER	3/2/2020	6/20/1990	
ALEXANDER FINCH-HAWKSLEY	BLACKJACK DEALER	9/15/2023	7/21/1987	
ASHTON FELAN	BINGO WORKER	3/19/2022	3/13/2006	
JOSEPH EVANS	ETAB RUNNER	1/10/2020	9/7/1991	
THOMAS DILLON	GF GAMING DIRECTOR	7/1/2015	4/12/1977	
ERIC DEMCHUK	BINGO ASSISTANT MANAGER	6/2/2015	1/15/1998	
MICHELLE DEMCHUK	BINGO WORKER	9/27/2005	12/9/1973	
BRITTANY DELL	BLACKJACK DEALER	2/21/2014	7/22/1991	
JOELLE DAWSON	BINGO WORKER	8/23/2023	12/12/1990	
TYLER DAVIS	ASSISTANT SITE MANAGER	6/2/2016	11/21/1990	
ELLEN CULBERTSON	BINGO WORKER	1/13/2002	10/5/1953	
AARON CRONE	BLACKJACK DEALER	5/31/2010	5/5/1978	
COLLIN COMINGHAY	BLACKJACK DEALER	7/15/2015	2/1/1974	
BENJAMIN CLARK	BLACKJACK DEALER	6/20/2023	9/27/1995	
JASON CARLSON	BLACKJACK DEALER	8/28/2007	4/23/1977	
REIS CALDERON	BLACKJACK DEALER	9/14/2022	7/2/2001	
CRAIG BUCHOLZ	ASSISTANT SITE MANAGER	7/1/2015	3/29/1984	
CINDY BRUSVEN	BLACKJACK DEALER	9/17/2018	2/3/1972	
COLE BRADLEY	BLACKJACK DEALER	12/31/2023	10/23/2002	
JEREMY BERGER	BLACKJACK DEALER	2/9/2022	10/14/1986	
OWEN BENNETT	BLACKJACK DEALER	10/20/2002	2/2/1974	
SCOTT ANDERSON	BLACKJACK DEALER	6/26/2015	3/22/1959	
LUKE ANDERSON	BLACKJACK DEALER	3/22/2023	11/1/2000	



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

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

Full, Legal Name of Gaming Organization

North Dakota Association for the Disabled, Inc.

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

DBLD, Inc. dba Pub 21

Street

1014 South 12th Street

City

Bismarck

ZIP Code

58504

County

Burleigh

Beginning Date(s) Authorized

7/1/2024

Ending Date(s) Authorized

6/30/2025

Number of Twenty-One
tables, if zero, enter "0"

3

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

Games will be conducted in the entire bar (excluding restrooms).

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

☒

Bingo

☐

Club Special

☒

Sports Pools

☐

ELECTRONIC Quick Shot Bingo

☐

Tip Board

☒

Twenty-One

☒

Raffles

☐

Seal Board

☒

Poker

☐

ELECTRONIC 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☒

Pull Tab Jar

☒

Prize Board

☐

Paddlewheel with Tickets

☒

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☒

Paddlewheel Table

☒

ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

PRINT Name and official position of person signing on behalf of city/county above

Jason Tomanek, City of Bismarck Administrator

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240

REQUESTED GAME LIST

SITE: Pub 21

<u> X </u> Bingo	<u> </u> Club Special	<u> X </u> Sports Pools
<u> </u> Electronic Quick Shot Bingo	<u> </u> Tip Board	<u> X </u> Twenty-One
<u> X </u> Raffles	<u> </u> Seal Board	<u> X </u> Poker
<u> </u> Electronic 50/50 Raffle	<u> </u> Punchboard	<u> </u> Calcuttas
<u> X </u> Pull Tab Jar	<u> X </u> Prize Board	<u> </u> Paddlewheel with Tickets
<u> X </u> Pull Tab Dispensing Device	<u> </u> Prize Board Dispensing Device	<u> X </u> Paddlewheel Table
<u> X </u> Electronic Pull Tab Device		



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) DBLD, Inc.		Site Name Pub 21		Site Phone Number 701-255-9445
Site Address 1014 S 12th St	City Bismarck	State ND	Zip Code 58504	County Burleigh
Organization North Dakota Association For The Disabled		Rental Period 4/1/2024 to 6/30/2028		Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		☐ No ☒ Yes		
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		☒ No ☐ Yes		\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		☐ No ☒ Yes		\$
Number of Tables with wagers over \$5 1 X Rent per Table \$ 300				\$ 300
3. Is Paddlewheels conducted at this site? Number of Tables 1 X Rent per Table \$ 200		☐ No ☒ Yes		\$ 200
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☒ Jar Bar ☒ Standard Dispensing Device		☐ No ☒ Yes		\$ 325
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices 10		☐ No ☒ Yes		\$ 1,250
Total Monthly Rent				\$ 2,075

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

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

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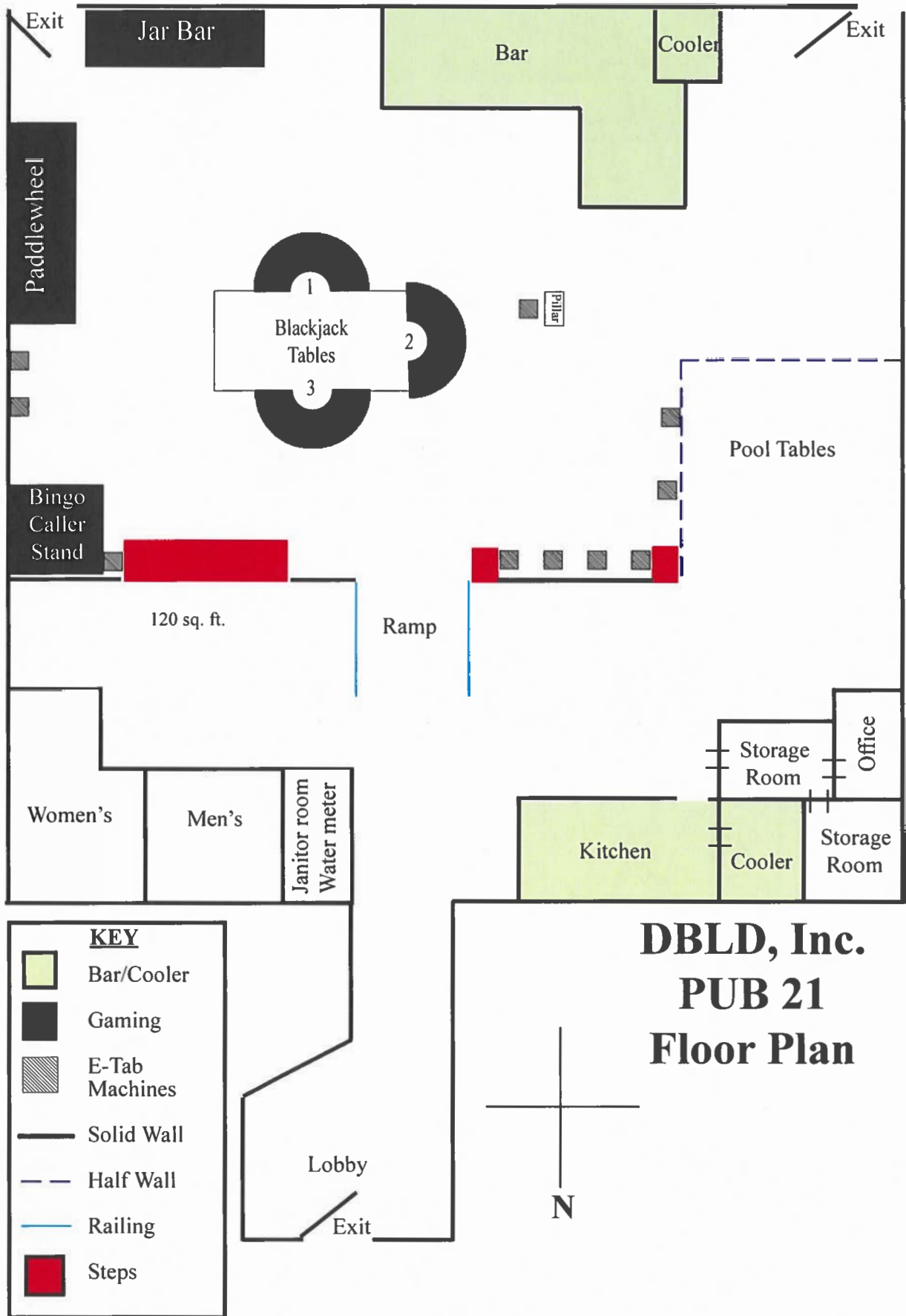
The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title Director of Operations	Date 3-27-24
Signature of Lessee 	Title CBO	Date 03-27-24





STATE GAMING LICENSE - REAPPLICATION FORM

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 53838 (7-2023)

License Number
G- 0452
License Year Ending
June 30, 2025

1. Official, Legal Name of Organization (Do Not Abbreviate)		Business Telephone Number	
NoDak Sportsmen's Club		701-222-2778	
Business Address (Street)	City	State	ZIP Code
619 Riverwood Dr, Ste 204	Bismarck	ND	58504
Mailing Address	City	State	ZIP Code
619 Riverwood Dr, Ste 204	Bismarck	ND	58504
Address Where Gaming Accounting Records Are Kept	City	State	ZIP Code
619 Riverwood Dr, Ste 204	Bismarck	ND	58504
E-mail Address	Contact Person	Official Position of Contact Person	
nodaksportsmen@gmail.com	Jeff Burns	Gaming Manager	
2. Is Organization Recognized as Tax Exempt by the Internal Revenue Service?		3. Provide Organization's Federal Employer Identification Number (EIN)	
☒ Yes ☐ No		45-0425916	
4. Name and Title of Organization's Top Executive Official (i.e., Cmdr, Pres., etc.)		Daytime Telephone Number	
Barney Schumacher		701-255-2600	
5. Name of Gaming Manager		Daytime Telephone Number	
Jeff Burns		701-222-2778	
6. Signature of Gaming Manager		Date	
		3-14-24	
7. List the Full Governing Board of the Organization (The Governing Board is primarily responsible and may be held accountable for the proper determination and use of net proceeds)			
Name	Telephone Number	Name	Telephone Number
Barney Schumacher	701-255-2600		
Name	Telephone Number	Name	Telephone Number
Gerald Klein	701-400-2355		
Name	Telephone Number	Name	Telephone Number
Jeff Burns	701-222-2778		
Name	Telephone Number	Name	Telephone Number
Name	Telephone Number	Name	Telephone Number
Name	Telephone Number	Name	Telephone Number
8. Does the Organization Own or Rent the Premises at Which the Games or Chance will be Conducted?			
☐ Own ☒ Rent			

AFFIDAVIT

The Top Executive Official declares that the information is correct and authorizes the Attorney General to inspect the organization's bank and accounting records.

Signature of Top Executive Official

Date

3-18-24

March 13, 2024

Bismarck City Administrator
221 N. 5th. Street
Bismarck, North Dakota, 55806

Dear City Administrator,

We are planning on continuing on with gaming at the Old 10, OK Corral, Midway Tavern, and Space Aliens.

In order to get our licenses renewed, we need your signature on the Site Authorization forms. I have enclosed the Site Authorization forms, a signed copy of the rental agreements for all three bars, and a check for the site fees.

Please return the original Site Authorization forms in the enclosed envelope. We will forward them to the Attorney General's office to complete the renewal process.

If you have any questions or problems, please call me at (701)222-2778.

Thank you,



Jeff Burns
Nodak Sportsmen's Club

Enclosures

**CURRENT GAMING EMPLOYEE LIST**

ND OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 54270 (8-2023)

Organization Name NoDak Sportsmen's Club		
Mailing Address 619 Riverwood Dr, Ste 204		
City Bismarck	State ND	ZIP Code 58504
Business Phone 701-222-2778		Cell Phone

License No. G- 0452

Name of Gaming Manager Jeff Burns			Date of Hire 8/3/20		
NOTE: Volunteer Gaming Managers are required to have a record check completed.			Record Check Completed ☒ Yes ☐ No		Date of Birth 3/8/67
	EMPLOYEE NAME First Name, Middle Name, Last Name	JOB TITLE	DATE OF HIRE	DATE OF BIRTH	Check if Volunteer
1.	Breanna Skraba	BJ Dealer	3/27/23	11/16/93	☐
2.	Bruce Bell	BJ Dealer	3/1/24	12/25/74	☐
3.	Cheryl Herman	Bookkeeper	1/2/24	8/5/54	☐
4.	Chris Smith	BJ Dealer	3/27/23	4/24/84	☐
5.	Cole Richey	Runner	11/17/23	6/5/01	☐
6.	DeeAnn Jacobson	BJ Dealer	11/14/23	4/13/81	☐
7.	Doris Holen	Runner	6/15/21	7/12/47	☐
8.	Hailey Bauer	BJ Dealer	11/2/23	5/5/87	☐
9.	Janice Olson	Runner	3/27/23	5/11/57	☐
10.	Jessica Herbel	BJ Dealer	3/27/23	5/16/88	☐
11.	Joel Johnson	Runner	5/12/16	2/8/51	☐
12.	Kandice Tremberth	BJ Dealer	11/21/23	7/1/92	☐
13.	Kayla Klann	BJ Dealer	6/28/23	12/12/84	☐
14.	Mandi Herz	BJ Dealer	3/27/23	5/28/78	☐
15.	Melissa Grosz	BJ Dealer	4/11/23	1/29/88	☐
16.	Robert Dean	BJ Dealer	9/1/23	12/16/89	☐
17.	Savannah Drader	BJ Dealer	1/4/24	8/21/95	☐
18.	Tanya Zenker	Bookkeeper	9/1/20	7/27/74	☐
19.	Teresa Wiese	Runner	8/5/12	5/15/71	☐
20.	Toby Croteau	BJ Dealer	3/27/23	2/3/64	☐
21.	Tonya Siirtola	BJ Dealer	3/27/23	1/26/82	☐
22.	Travis Schell	BJ Dealer	3/27/23	2/26/83	☐
23.	Vicky Zeretzke	Runner	10/1/99	10/8/55	☐
24.					☐

RETURN THIS FORM WITH THE STATE GAMING LICENSE REAPPLICATION DOCUMENTS



GAMING ORGANIZATION E-MAIL CONTACT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 54481 (02-2024)

License No. G- 0452

This form should be to used update, add, or change information regarding a licensed gaming organizations point of contacts.

☒ New Contact	☐ Replacing Previous Contact	☐ Additional Contact
Official, Legal Name of Gaming Organization Nodak Sportsmen's Club		
Name of the Contact Person Jeff Burns	Title of Contact Person Gaming Manager	
Contact Person's E-mail nodaksportsmen@gmail.com	Contact Person's Daytime Telephone Number (701)222-2778	

By signing and submitting this form, the contact person agrees to receive information from the Office of Attorney General at the above e-mail address

Signature of Contact Person 	Date 3-14-2024
RETURN TO: Email: agolicensing@nd.gov Fax: (701) 328-3535 OFFICE OF ATTORNEY GENERAL LICENSING SECTION 600 EAST BOULEVARD AVENUE - DEPT 125 BISMARCK ND 58505-0040 Questions Regarding Licensing (701) 328-2329	

**NODAK SPORTSMEN'S CLUB
License # G-452
Bismarck, North Dakota**

GAMING INTERNAL CONTROL MANUAL

Revised March 2024

NODAK SPORTSMEN'S CLUB
GAMING INTERNAL CONTROL MANUAL

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

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

Full, Legal Name of Gaming Organization

NoDak Sportsmen's Club

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Bricks N Ivy, Inc dba Corral Bar

Street

2111 East Main Avenue

City

Bismarck

ZIP Code

58501

County

Burleigh

Beginning Date(s) Authorized

7/1/2024

Ending Date(s) Authorized

6/30/2025

Number of Twenty-One
tables, if zero, enter "0"

0

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

Entire bar excluding restrooms.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (**required**)

☒

Bingo

☐

Club Special

☐

Sports Pools

☐

ELECTRONIC Quick Shot Bingo

☐

Tip Board

☐

Twenty-One

☐

Raffles

☐

Seal Board

☐

Poker

☐

ELECTRONIC 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☐

Pull Tab Jar

☐

Prize Board

☐

Paddlewheel with Tickets

☒

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☐

Paddlewheel Table

☒

ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

PRINT Name and official position of person signing on behalf of city/county above

Jason Tomanek, City of Bismarck Adminisrator

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) Bricks N Ivory		Site Name OK Corral		Site Phone Number 701-255-5045
Site Address 2111 E Main Ave	City Bismarck	State ND	Zip Code 58504	County Burleigh
Organization NoDak Sportsmen Club		Rental Period 07/01/2024 to 06/30/2025		Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		☒ No ☐ Yes		
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		☐ No ☐ Yes		\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		☒ No ☐ Yes		\$
Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				\$
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		☒ No ☐ Yes		\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☐ Jar Bar ☒ Standard Dispensing Device		☐ No ☒ Yes		\$ 325
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices <u>2</u>		☐ No ☒ Yes		\$ 350
Total Monthly Rent				\$ 675

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

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, **the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.**

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

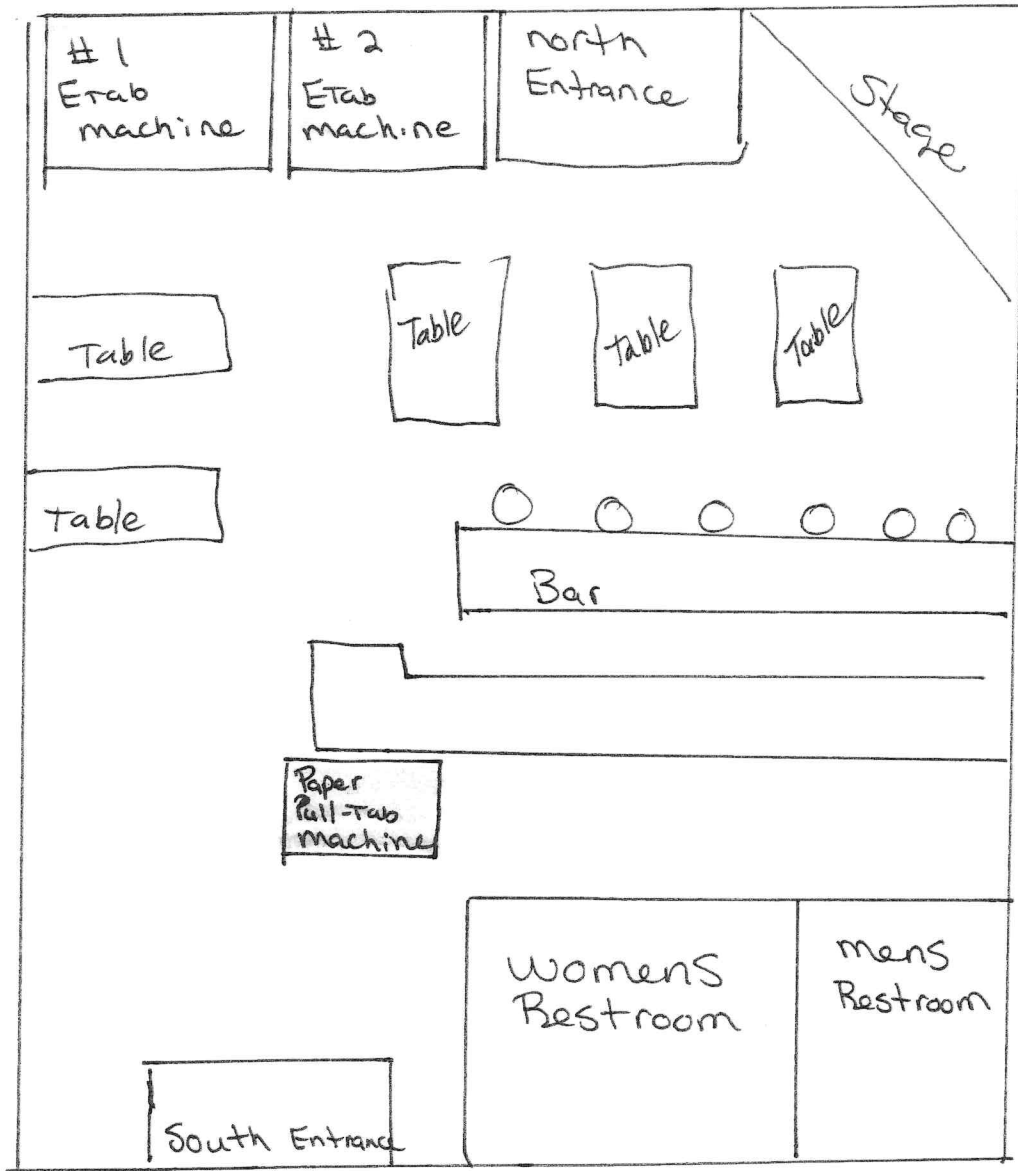
The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization **may not** participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title OWNER	Date 3/1/24
Signature of Lessee 	Title Gaming manager	Date 3-1-24

Corral Bar Gaming map





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

G - _____ (_____) _____

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

NoDak Sportsmen's Club

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Midway Tavern, LLC dba Midway Tavern

Street

1915 East Sweet Avenue

City

Bismarck

ZIP Code

58504

County

Burleigh

Beginning Date(s) Authorized

7/1/2024

Ending Date(s) Authorized

6/30/2025

Number of Twenty-One
tables, if zero, enter "0"

0

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

Entire bar excluding restrooms.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (**required**)

☐

Bingo

☐

Club Special

☐

Sports Pools

☐

ELECTRONIC Quick Shot Bingo

☐

Tip Board

☐

Twenty-One

☐

Raffles

☐

Seal Board

☐

Poker

☐

ELECTRONIC 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☐

Pull Tab Jar

☐

Prize Board

☐

Paddlewheel with Tickets

☒

Pull Tab Dispensing Device

☒

Prize Board Dispensing Device

☐

Paddlewheel Table

☒

ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

PRINT Name and official position of person signing on behalf of city/county above

Jason Tomanek, City of Bismarck Adminisrator

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
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Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) Midway Tavern LLC		Site Name Midway Tavern		Site Phone Number 701-255-5078	
Site Address 1915 E Sweet Ave		City Bismarck	State ND	Zip Code 58504	County Burleigh
Organization NoDak Sportsmen Club		Rental Period 07/01/2024 to 06/30/2025			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?				☒ No	☐ Yes
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				☐ No	☐ Yes
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 <u> </u> X Rent per Table \$ <u> </u>				☒ No	☐ Yes
Number of Tables with wagers over \$5 <u> </u> X Rent per Table \$ <u> </u>				\$	
3. Is Paddlewheels conducted at this site? Number of Tables <u> </u> X Rent per Table \$ <u> </u>				☒ No	☐ Yes
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☐ Jar Bar ☒ Standard Dispensing Device				☐ No	☒ Yes
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices <u> 9 </u>				☐ No	☒ Yes
Total Monthly Rent				\$ 1,500	
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐					

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, **the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.**

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

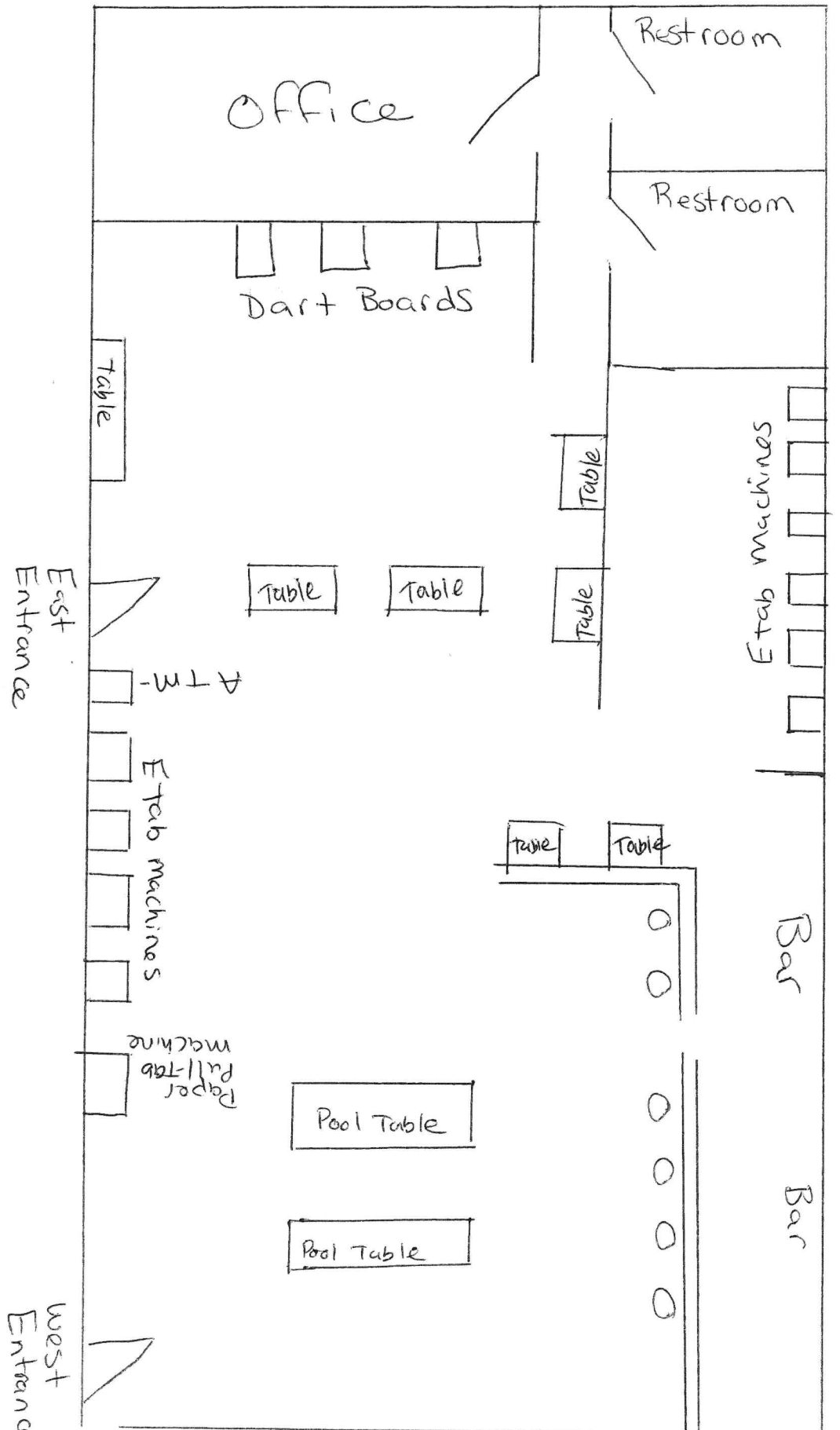
A LESSOR who is an officer or board member of an organization **may not** participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title owner	Date 2-29-24
Signature of Lessee 	Title Gaming manager	Date 2-29-24

midway Tavern

3 + 3
U





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

G - _____ (_____) _____

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

NoDak Sportsmen's Club

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Old 10 Bar & Grill Bismarck LLC dba Old 10

Street

4100 North Washington Street

City

Bismarck

ZIP Code

58501

County

Burleigh

Beginning Date(s) Authorized

7/1/2024

Ending Date(s) Authorized

6/30/2025

Number of Twenty-One
tables, if zero, enter "0"

1

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

Entire bar excluding restrooms.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (**required**)

☐

Bingo

☐

ELECTRONIC Quick Shot Bingo

☐

Raffles

☐

ELECTRONIC 50/50 Raffle

☒

Pull Tab Jar

☒

Pull Tab Dispensing Device

☒

ELECTRONIC Pull Tab Device

☐

Club Special

☐

Tip Board

☐

Seal Board

☐

Punchboard

☐

Prize Board

☐

Prize Board Dispensing Device

☐

Sports Pools

☒

Twenty-One

☐

Poker

☐

Calcuttas

☐

Paddlewheel with Tickets

☐

Paddlewheel Table

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

PRINT Name and official position of person signing on behalf of city/county above

Jason Tomanek, City of Bismarck Adminisrator

INSTRUCTIONS:

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Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

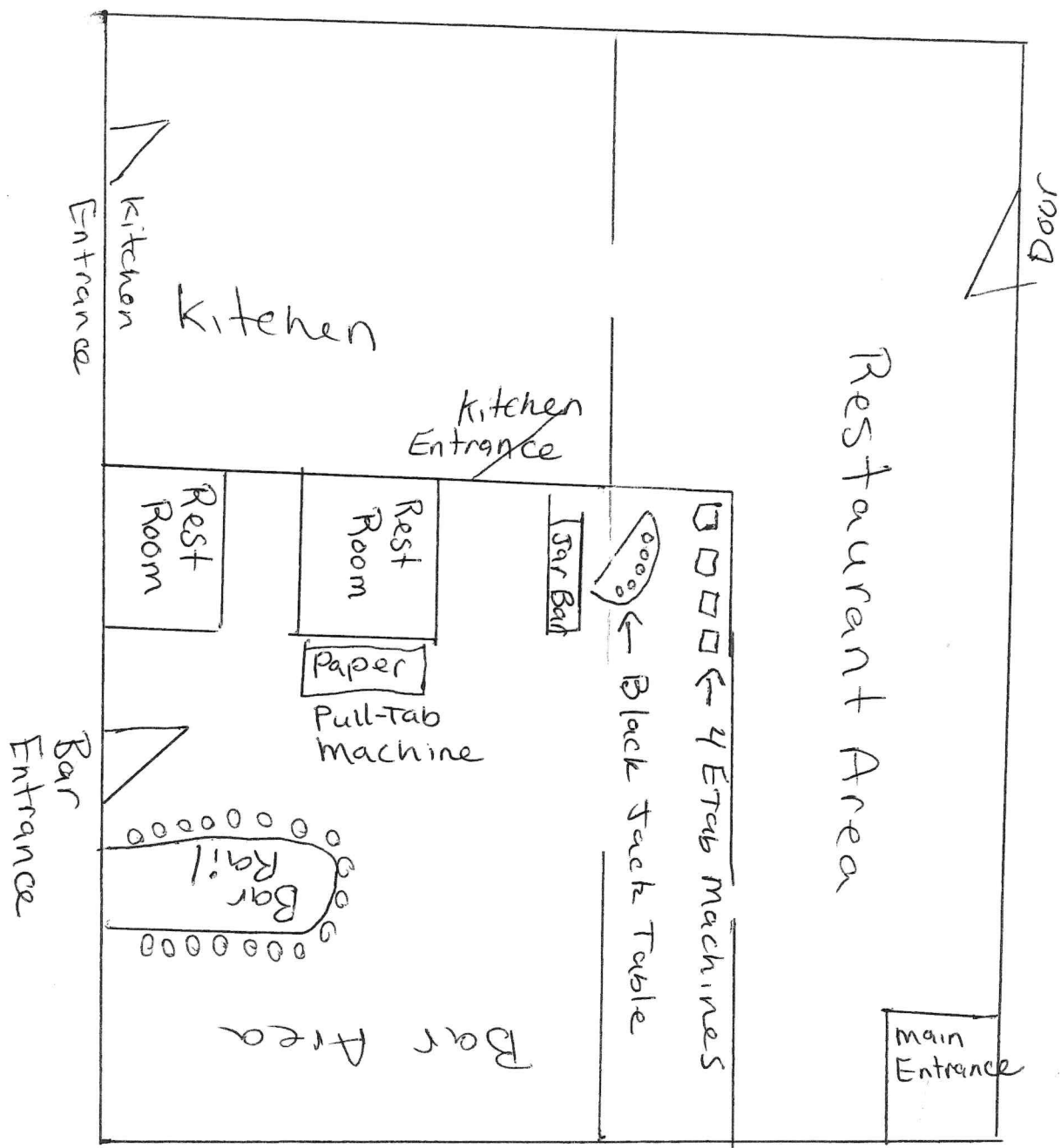
License Number (Office Use Only)

Site Owner (Lessor) Cody Stern/Nathan Wolf		Site Name Old 10		Site Phone Number 701-426-6313
Site Address 4100 Washington St	City Bismarck	State ND	Zip Code 58501	County Burleigh
Organization NoDak Sportsmen Club		Rental Period 07/01/2024 to 06/30/2025		Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		☒ No ☐ Yes		\$
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		☐ No ☐ Yes		
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 <u> </u> X Rent per Table \$ <u> </u>		☐ No ☒ Yes		\$
Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300</u>				\$ 300
3. Is Paddlewheels conducted at this site? Number of Tables <u> </u> X Rent per Table \$ <u> </u>		☒ No ☐ Yes		\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☐ Jar Bar ☒ Standard Dispensing Device		☐ No ☒ Yes		\$ 325
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices <u>4</u>		☐ No ☒ Yes		\$ 700
Total Monthly Rent				\$ 1,325
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐				
TERMS OF RENTAL AGREEMENT: This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance. The LESSOR agrees that no game will be directly operated as part of the lessor's business. The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization. The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed. If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site. The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds. The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee. The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name. A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest. At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.				
Signature of Lessor 		Title Owner		Date 2/27/24
Signature of Lessee 		Title Gaming manager		Date 2-27-24

Old 10 Bismarck N

W + E
S

1000 S Washington Street





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

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

Full, Legal Name of Gaming Organization

NoDak Sportsmen's Club

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Galaxy Investors, Inc. dba Space Aliens Grill & Bar

Street

1304 East Century Avenue

City

Bismarck

ZIP Code

58503

County

Burleigh

Beginning Date(s) Authorized

7/1/2024

Ending Date(s) Authorized

6/30/2025

Number of Twenty-One
tables, if zero, enter "0"

0

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

Entire bar excluding restrooms.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (**required**)

☐

Bingo

☐

ELECTRONIC Quick Shot Bingo

☐

Raffles

☐

ELECTRONIC 50/50 Raffle

☐

Pull Tab Jar

☒

Pull Tab Dispensing Device

☒

ELECTRONIC Pull Tab Device

☐

Club Special

☐

Tip Board

☐

Seal Board

☐

Punchboard

☐

Prize Board

☐

Prize Board Dispensing Device

☐

Sports Pools

☒

Twenty-One

☐

Poker

☐

Calcuttas

☐

Paddlewheel with Tickets

☐

Paddlewheel Table

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

PRINT Name and official position of person signing on behalf of city/county above

Jason Tomanek, City of Bismarck Adminisrator

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



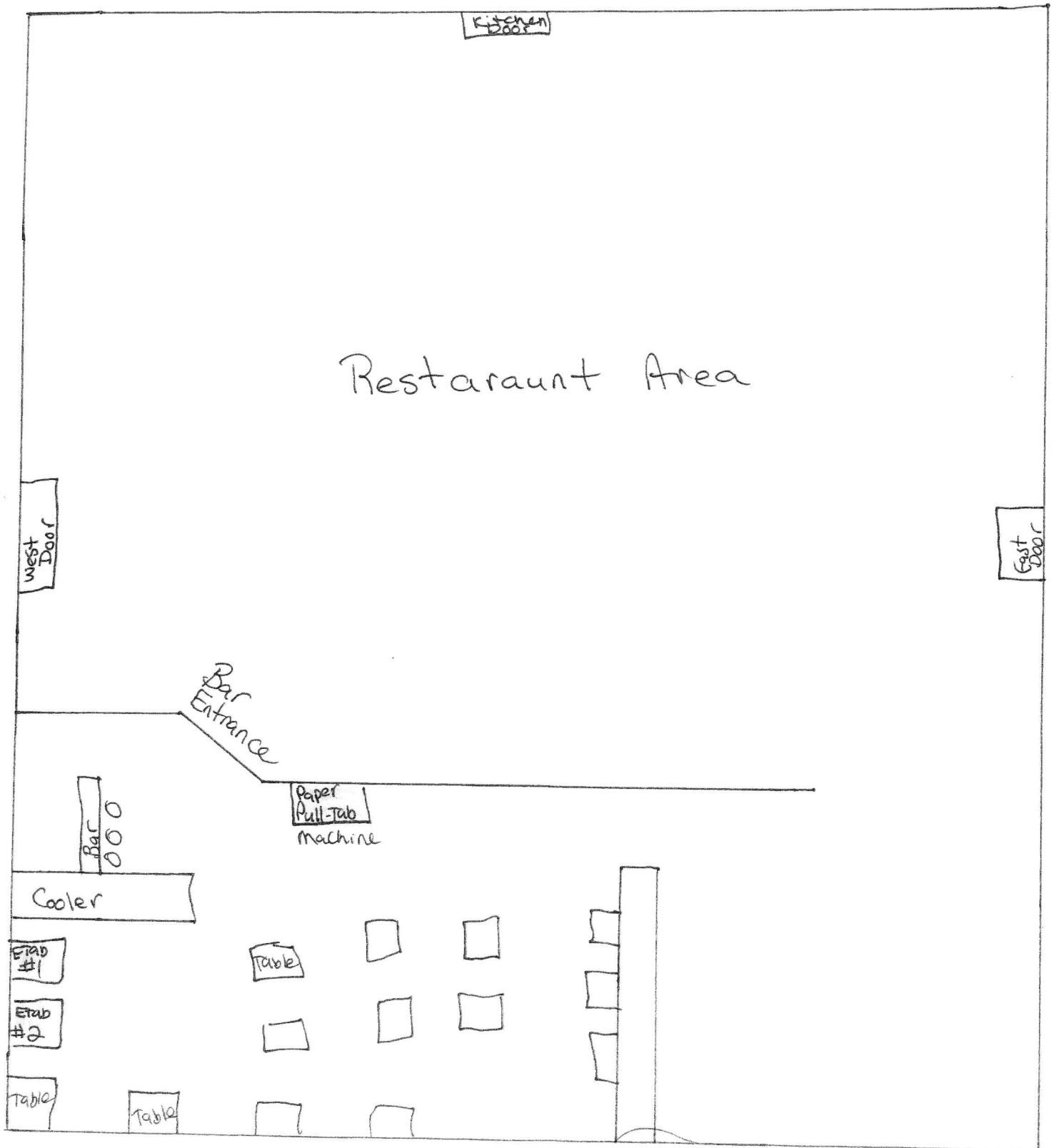
RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) Galaxy Investors, Inc		Site Name Space Aliens		Site Phone Number 701-223-6220
Site Address 1304 E Century Ave	City Bismarck	State ND	Zip Code 58503	County Burleigh
Organization NoDak Sportsmen Club		Rental Period 07/01/2024 to 06/30/2025		Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		☒ No ☐ Yes		
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		☐ No ☐ Yes		\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		☒ No ☐ Yes		\$
Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				\$
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		☒ No ☐ Yes		\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☐ Jar Bar ☒ Standard Dispensing Device		☐ No ☒ Yes		\$ 325
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices <u>3</u>		☐ No ☒ Yes		\$ 525
Total Monthly Rent				\$ 850
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐				
TERMS OF RENTAL AGREEMENT: This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance. The LESSOR agrees that no game will be directly operated as part of the lessor's business. The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization. The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed. If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site. The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds. The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee. The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name. A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest. At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.				
Signature of Lessor 		Title VP/CFO		Date 2-27-24
Signature of Lessee 		Title Gaming manager		Date 2-27-24

Space Aliens Gaming map

W N
+
S E





Administration Department

DATE: April 23, 2024

FROM: Jason Tomanek, City Administrator

ITEM: Liquor License Renewal

REQUEST:

Consider renewing the liquor licenses for Lady J's Catering, Inc. at 930 North Griffin Street beginning August 1, 2024, and expiring July 31, 2025.

BACKGROUND INFORMATION:

Alcohol licenses are renewed annually and expire each year on July 31. The City of Bismarck Administration Department and the Police Department work collectively to administer the annual alcohol license renewals.

RECOMMENDED CITY COMMISSION ACTION:

Consider the approval of the liquor licenses renewal for Lady J's Catering, Inc. at 930 North Griffin Street.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Lady Js Renewal Application

[Print](#)**Retail Alcohol Beverage License - Submission #22530**

Date Submitted: 4/12/2024

**License Information:****Application Type***

Renewal

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

Location Information:**Legal Business Name:***

Lady J's Catering

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

Lady J's Catering

Date of Incorporation:*

2000

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:*

930 N Griffin St

City:*

Bismarck

State:*

North Dakota

Zip:*

58501

Phone No.:*

[REDACTED]

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

Dauntae Martin

Contact Information (Where correspondence is to be sent):**Primary Contact:***

Dauntae Martin

Email Address:*

[REDACTED]

Mailing Address:*

930 N Griffin St

City:*

Bismarck

State:*

North Dakota

Zip:*

58501

Phone No.:*

[REDACTED]

Manager's Name:*

Heather Martin

Date of Birth:*

[REDACTED]/1985

**Percentage of
Ownership:***

0%

Driver's License No.:***State Issued:*****Gender:****Race:****Home Address:*****City:*****State:*****Zip:*****Phone No.:*****Occupation:*****Title:*****Email Address:***

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

Name:***Date of Birth:*****Percentage of Ownership:*****Driver's License No.:*****State Issued:*****Gender:****Race:****Home Address:*****City:*****State:*****Zip:*****Phone No.:***

Occupation:*

Business Owner

Title:*

PRESIDENT

Email Address:**Name:**

Preston Martin

Date of Birth:-1995**Percentage of Ownership:**

33.4%

Driver's License No.:**State Issued:**

NORTH DAKOTA

Gender:

MALE

Race:

WHITE

Home Address:**City:**

LINCOLN

State:

ND

Zip:

58504

Phone No.:**Occupation:**

BUSINESS OWNER

Title:

SECRETARY

Email Address:**Name:**

Casey Martin

Date of Birth:/1986**Percentage of Ownership:**

33.4%

Driver's License No.:**State Issued:**

NORTH DAKOTA

Gender:

MALE

Race:

WHITE

Home Address:**City:**

BISMARCK

State:

ND

Zip:

58504

Phone No.:**Occupation:**

BUSINESS OWNER

Title:

VICE PRESIDENT

Email address:

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

Choose File

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:

Dauntae, Preston and Casey Martin are purchasing the existing business of Lady Js Catering

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:*

Large Events.docx

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:*

Dauntae Martin

//

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

4/12/2024

☒ 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[Credit Card Authorization Form](#)**Upload Credit Card Authorization Form**

Credit card auth_Fillable_02042022.pdf

Mail Payments To:

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



Alcoholic Beverages License Transfers

The following licenses may be transferred according to City Code 5-01-12. Licenses may be transferred with the prior approval of the Board of City Commissioners:

- **Class A** license may not be transferred to another person. It may be transferred to a new location only if the fraternal order or club is moved to that location.
- **Class B-1** license may not be transferred to another person or to a new location other than the airport terminal.
- **Class B-2** license may not be transferred to another person or to a new location other than the Municipal Country Club.
- **Class B-3** license may be transferred to another person only if that person has purchased or entered into an agreement to purchase the passenger vessel. It may not be transferred to a new location other than the passenger vessel and the location where the vessel docks and boards passengers.
- **Class B-4** license may not be transferred to a new entity or location.
- **Class B-5** license may not be transferred and may be held only by the person or entity holding the lease with the Bismarck Parks and Recreation District for the Riverwood or Tom O'Leary Golf Courses.
- **Class B-6** license may not be transferred to a new location or Entity.
- **Class C** license may be transferred to another person only if that person has purchased or entered into an agreement to purchase the hotel or motel. It may not be transferred to a new location.
- **Class D** license may be transferred to another person only with the prior approval of the board of city commissioners.
- **Class E** license may be transferred to another person only with the prior approval of the board of city commissioners.
- **Class F** license may be transferred to another person only if that person has purchased or entered into an agreement to purchase that establishment. It may not be transferred to a new location.
- **Class G** license may be transferred to another person or entity only if that person or entity has purchased or has entered into an agreement to purchase the catering business.
- **Class H** license may be transferred to another person only if that person has purchased or entered into an agreement to purchase that establishment. It may not be transferred to a new location except by the current owner.
- **Class I** license may be transferred to another person only if that person has purchased or entered into an agreement to purchase that establishment. It may not be transferred to a new location.

Notarized signatures of both parties are required for eligible license transfers.

STATE OF North Dakota

COUNTY OF Burleigh

On this 11th day of April, in the year 2024 before me, personally appeared

Janice Martin (Original license holder) and Dawntae Martin (Transfer applicant) to acknowledge the transfer of a Class B-5/G alcoholic beverage license. The applicant agrees to abide by all rules of the license and the City of Bismarck Chapter 5-01 Alcoholic Beverages Code of Ordinances.

[Signature]
Original License Holder Signature

Janice Martin
Original License Holder Name Printed

Lady J's Catering
Business Name

[Signature]
Transfer Applicant Signature

Dawntae Martin
Transfer Applicant Name Printed

Lady J's Catering
Applicant Business Name

(Seal)

Whitnie Olson
Notary Signature / Date



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
Brian Kroshus, Commissioner

09-Apr-2024

Return Summary

Account ID: 163232 00
Taxpayer: LADY J'S CATERING INC
Beginning Period: 01-Jan-2023
Ending Period: 31-Dec-2023

		Column A	Column B	Total
		ALCOHOL	SALES	
Line 1	Total Sales	\$167,656.00	\$1,143,474.00	\$1,311,130.00
Line 2	Total Exempt Sales	\$1,832.00	\$353,069.00	\$354,901.00
Line 3	Items Subject to Use Tax	\$988.00	\$3,381.00	\$4,369.00
Line 4	Amount Taxable	\$166,812.00	\$793,786.00	\$960,598.00
Line 5	State Tax	\$11,676.84	\$39,689.30	\$51,366.14
Line 6	Total State Tax			\$51,366.14
Line 7	Compensation Discount			\$749.02
Line 8	Net State Tax			\$50,617.12
Line 12	Net Local Option Tax			\$20,364.44



Airport

DATE: April 23, 2024

FROM: Greg Haug, Airport Director

ITEM: Sale of surplus/obsolete items at Police Auction

REQUEST:

Sale of surplus/obsolete items at Police Auction

BACKGROUND INFORMATION:

The surplus/obsolete items list is on Enclosure 1.

RECOMMENDED CITY COMMISSION ACTION:

Approve sale of surplus/obsolete items at Police Auction on Enclosure 1.

STAFF CONTACT INFORMATION:

Tim Thorsen, Assistant Airport Director, 701-355-1806, tthorsen@bismarcknd.gov

ATTACHMENTS:

1. AIR - 1

Department:

City Auction Item List (no vehicles)

Section (if applicable):

[illegible]

Contact Person:

Page 1 of

ENC 1

Department:

City Auction Vehicle List

Section (If applicable):

Auction Tag #	Year	Make	Model	VIN	Mileage/ Hour	Transmissi	Fuel	Eng. Size	Eng. Cyl	Use
2500	2005	Ford	Expedition	1FMFV16535LA65322	106355	Auto	Gas	5.3L	8cyl	
2501	2007	Toro	328D	270000134	2246	hrs	diesel		3cyl	
2502	1999	Hustler		4600	2835	hrs	diesel		4cyl	



CenCom

DATE: April 23, 2024

FROM: Mike Dannenfelzer, Communications Director

ITEM: Accept Food Donation

REQUEST:

To approve allowing the Central Dakota Communications Center to receive a food donation from Voice Products, as a thank you to the hard work and dedication of our staff during National Public Safety Telecommunications Week.

BACKGROUND INFORMATION:

Voice Products, a vendor of CenCom, is planning to purchase and deliver pizza for our staff on Friday during National Public Telecommunications Week, to honor and thank them for all that they do in serving our communities.

CenCom has been a customer of Voice Products for many years, leveraging the NICE audio logging solution for telephone, radio and text recording.

RECOMMENDED CITY COMMISSION ACTION:

Approve CenCom's receipt of a food donation from Voice Products.

STAFF CONTACT INFORMATION:

Mike Dannenfelzer, Communications Director, 701-255-5209, mdannenfelzer@bismarcknd.gov
Angela Moseman, Administrative Assistant, 701-255-5233, amoseman@bismarcknd.gov

ATTACHMENTS:

None



Community Development Department

DATE: April 23, 2024

FROM: Ben Ehreth, Community Development Director

ITEM: Bismarck Arts and Culture Plan

REQUEST:

The Community Development Department requests approval of a contract and scope of work for the Bismarck Arts and Culture Plan.

BACKGROUND INFORMATION:

A consultant selection team has recommended Designing Local, LTD to provide consulting services for the Bismarck Arts and Culture Plan, which will be conducted primarily between the end of April 2024 and June 2025. The contract and associated scope of work are attached.

RECOMMENDED CITY COMMISSION ACTION:

Consider and take action on the contract and scope of work for the Bismarck Arts and Culture Plan, as attached.

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. Designing Local Contract - Bismarck Community Arts Culture Plan

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BISMARCK, NORTH DAKOTA
AND DESIGNING LOCAL, LTD. FOR CONSULTING SERVICES FOR DEVELOPMENT OF A
COMMUNITY ARTS & CULTURE PLAN**

THIS AGREEMENT is made and entered into as of the ____ day of ____, 2024, by and between the CITY OF BISMARCK, a municipal corporation, hereinafter referred to as “**CITY**,” and Designing Local, LTD., a professional planning firm, hereinafter referred to as “**CONSULTANT**.”

RECITALS

WHEREAS, CITY desires to retain a qualified consulting firm to assist the City with the development of the Bismarck Community Arts & Culture Plan; and

WHEREAS, CITY has determined that CONSULTANT possesses the skills, experience and certifications required to provide the services required by the CITY; and

WHEREAS, CONSULTANT is an independent consultant providing similar professional services to numerous other cities; and

WHEREAS, CITY desires to retain CONSULTANT to provide professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises identified herein, the parties mutually agree as follow:

1. SCOPE OF SERVICES.

A. CONSULTANT. CONSULTANT shall assist the CITY by executing the following scope of services in a satisfactory and proper manner in accordance with requirements. Services will include, but not be limited to, the items noted in CONSULTANT’S proposal Exhibit B

2. SCHEDULE. Services of CONSULTANT are to commence upon the execution of this Agreement and shall continue in full force and effect until it is terminated. CONSULTANT shall meet the completion date as indicated on Exhibit B.

3. TERM. The term of this Agreement shall continue in full force and effect for a period of 15 months. The term of this Agreement may be extended as agreed upon, in writing, by CONSULTANT and CITY.

4. COMPENSATION. CONSULTANT will perform the work outlined above and will invoice CITY on a monthly basis. CONSULTANT’s total compensation, including reimbursed expenses, for the services set forth for the Contract will not exceed \$80,000 as outlined in Exhibit B.

A. Compensation. The compensation shall be paid to CONSULTANT based on the following hourly rates guide:

Amanda Golden	\$155/hour
Joshua Lapp	\$155/hour
Support Staff	\$100/hour

The total contract value will not exceed \$80,000.

B. Method of Payment. As a condition precedent to any payment to CONSULTANT under this Agreement, CONSULTANT shall submit monthly to the CITY a statement of account which clearly sets forth the designated items of work for which the billing is submitted.

CITY shall review CONSULTANT's monthly statement and pay CONSULTANT for services rendered hereunder at the rates if acceptable and in the amounts provided hereunder on a monthly basis in accordance with the approved monthly statements. Payment will be made according to the CITY's standard Payment Schedule and Terms.

5. OWNERSHIP OF WORK. All documents furnished to CONSULTANT by CITY and all reports and supportive data prepared by CONSULTANT by this Agreement are CITY's property, for the exclusive use of the CITY, shall be given to CITY at the completion of CONSULTANT services.

6. COMPLIANCE WITH LAW. CONSULTANT shall use due professional care to comply with all applicable federal, state and local laws, codes, ordinances and regulations. CONSULTANT represents to the CITY that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession.

A. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule.

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

B. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The CONSULTANT agrees to comply with 2 CFR 200.216 and is prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

Procure or obtain.

Extend or renew a contract to procure or obtain; or

Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

C. BUY AMERICA REQUIREMENTS AND DOMESTIC PREFERENCES FOR PROCUREMENT

The CONSULTANT agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal awarding agency funded projects are produced in the United States, unless a waiver has been granted by Federal awarding agency or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. §5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements: The bidder or offeror must submit to the CITY the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

D. WASTE, FRAUD, OR ABUSE - NOTIFICATION TO FEDERAL AWARDING AGENCY

If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient must promptly notify the Federal awarding agency in which the Subrecipient is located. The Subrecipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the Federal awarding agency, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from the Federal awarding agency. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this 18 Agreement or another agreement between the Subrecipient and Federal awarding agency, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Subrecipient.

7. INSURANCE. CONSULTANT shall procure and maintain for the duration of the contract insurance as described in Exhibit A against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agent, representatives, employees or subcontractors.

8. RELATIONSHIP BETWEEN THE PARTIES. CONSULTANT is, and at all times shall remain, an independent contractor, not an agent or employee of the CITY. CONSULTANT shall be solely responsible for all acts of its employees, agents or sub-consultants, including any negligent acts or

omissions. CONSULTANT shall have no authority to act on behalf of the CITY or to bind the CITY to any obligation whatsoever, unless the CITY provides prior written authorization to CONSULTANT. As an independent contractor, CONSULTANT shall not be entitled to any benefit, right or compensation from the CITY other than those provided for in this Agreement.

9. INDEMNIFICATION. To the fullest extent permitted by law, CONSULTANT shall defend at its own defense through counsel approved by CITY, indemnify and hold harmless CITY, its officers, representatives, agents and employees, volunteers against any and all suits, damages, costs, fees, claims, demands, causes of action, liabilities, losses and expenses, including without limitation, reasonable attorneys' fees, to the extent arising or resulting directly or indirectly from all acts or omissions to act of CONSULTANT or CONSULTANT'S officers, assistants, subcontractors, employees or agents rendering services under this agreement, including all claims relating to the injury or death of any person or damage to any property, excluding, however, such liability, claims, losses, damages, or expenses arising from CITY'S gross negligence or willful misconduct.

10. TERMINATION OF AGREEMENT.

- A. **Termination by Mutual Agreement.** This Agreement may be terminated by mutual consent of both parties executed in writing.
- B. **Termination for Lack of Funding or Authority.** CITY by written notice to CONSULTANT may terminate the whole or any part of this Agreement under any of the following conditions:
- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
 - 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
 - 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

C. **Termination for Cause.**

CITY may terminate this Agreement effective upon delivery of written notice to CONSULTANT, or any later date stated in the notice:

- 1) If CONSULTANT fails to provide services required by this Agreement within the time specified or any extension agreed to by CITY: or
- 2) If CONSULTANT fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of CITY provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

11. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other party shall be in writing and either served

personally or sent by prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other part at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing it mailed as provided in this section.

CITY: City of Bismarck
Lauren Oster
Community Development Department
221 N. 5th Street
Bismarck, ND 58501

CONSULTANT: Designing Local
Amanda Golden
20 E. Broad Street
Columbus, Ohio 43215

12. PARTIAL INVALIDITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

13. WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of the Agreement.

14. NO IMPLIED WAIVERS. The failure of either party at any time to require performance by the other party of any provisions hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

15. ASSIGNMENT. The parties recognize that a substantial inducement to CITY for entering into this Agreement is the professional reputation, experience and competence of CONSULTANT. CONSULTANT, therefore, shall not assign, delegate, nor transfer any rights or obligations pursuant to this Agreement, except as specified in this Agreement, without the prior written consent of CITY. Any assignment of any right or obligation or subcontracting of any work without CITY consent shall be void and of no effect.

16. TAXES. CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold CITY harmless from any liability which it may incur to the United States of America or the State of Ohio as a consequence of CONSULTANT'S failure to pay, when due, all such taxes and obligations. In the event CITY is audited for compliance regarding withholding or other applicable taxes, CONSULTANT agrees to furnish CITY with proof of payment of taxes on these earnings.

17. NONDISCRIMINATION. CONSULTANT shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) on the basis of race, color, religious creed, national origin, gender, physical or mental disability, marital status, or sexual orientation.

18. DEFAULT. In the event CONSULTANT fails to provide the services set forth in this Agreement due to the fault of CONSULTANT, CITY shall have the right to either do the work itself or hire an outside contractor to perform those services.

19. VENUE. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Burleigh, North Dakota.

20. CONSTRUCTION. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in the manner that avoids any violation of statute, ordinance, regulation or law.

21. AMENDMENT. This Agreement constitutes the complete and exclusive statement of the Agreement to CITY and CONSULTANT. It may be amended or extended from time-to-time by written agreement of the parties hereto.

22. INTEGRATION. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for CITY, and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed by the party to be charged.

23. EXECUTION. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement it shall not be necessary to produce or account for more than one such counterpart.

24. IN WITNESS WHEREOF, the CITY and CONSULTANT have executed this Agreement as of the date first above written.

APPROVED AS TO CONTENT:

Michael Schmitz
Mayor, City of Bismarck

AGREED:
Michael Schmitz

CONSULTANT:


Amanda Golden
Managing Principal, Designing Local
Authorized Signatory

EXHIBIT A INSURANCE

CONSULTANT shall provide his insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **CITY OF BISMARCK, NORTH DAKOTA**

Minimum Scope of Insurance Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000 (or \$2,000,000)** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering , Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy, with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, part or equipment furnished in connection with such work or operations.

Primary Coverage. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

Waiver of Subrogation. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies. If any of the required policies provide claims-made coverage: The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the contract work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



DESIG-1

OP ID: KJ

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 03/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency of Ohio 7100 N High St Ste 300 Worthington, OH 43085-2333 Dan R Guarasci		CONTACT NAME: Kelly Johnston PHONE (A/C, No, Ext): 614-848-3000 FAX (A/C, No): 614-848-7698 E-MAIL ADDRESS: Kelly@iaofohio.com	
INSURED Designing Local, LTD 20 East Broad St, Suite 1010 Columbus, OH 43215		INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Indemnity Co INSURER B : Capitol Specialty Insurance Co INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 23280	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			ENP 0279663	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ENP 0279663	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$			ENP 0279663	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional			SGC0010935-03	08/31/2023	08/31/2024	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

BISMARCK

 City of Bismarck
 Community Development
 Planning Division
 221 North Fifth P.O. Box 5503
 Bismarck, ND 58503

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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SCOPE OF SERVICES

The proposed scope for the Bismarck Community Arts and Culture Plan (Plan) is below. The scope should be refined with input from staff. Please note that references to “Client Group” mean the Bismarck-designated project manager, City staff, Bismarck Parks and Recreation District (BPRD), Dakota West Arts Council (DWAC), Bismarck Public School Board and other designated personnel, and the “Team” means Designing Local team members.

PHASE 1: MOBILIZATION

1.01: Research and document an inventory of existing art and cultural assets throughout Bismarck. The Team will work with the Client Group to determine what current cultural destinations and attributes are revered and valued. Understanding the existing supply of arts and cultural facilities and programs in Bismarck will be key to identifying future opportunities for arts and culture in the community. To that end, the Team will develop inventories for theaters and performance venues, galleries and exhibition spaces, studios, public art, historical sites, and museums. For each inventory, the Team will identify a series of data fields, including but not limited to venue capacity, ownership/operations, program areas, facility features, amenities, availability, quality, and location. These fields will be reviewed with the client and adjusted as needed. For each inventory, the Team will create a series of maps, including maps that overlay each inventory with demographic data. The inventories and maps will be analyzed and assessed to make facility and program-related recommendations for Bismarck. The Team will be familiar with the following:

- Relevant previously prepared plans for the City, including the Finding Unity in the Arts report, The City of Bismarck’s Strategic Plan, the Together 2045 Comprehensive Plan, existing City policies, permits and ordinances, other City plans currently being developed, and strategic plans of existing Bismarck arts and cultural organizations;
- Geographic distribution of cultural attributes and assets;
- Bismarck history;
- All arts and culture work in Bismarck in the last 5 years;
- National assessment of conditions and trends in arts and culture planning, paying special attention to municipalities of similar size and character both locally and nationally as benchmark counties.

1.02: Discover Bismarck. The Team will meet with the Client Group for an intense orientation. This is anticipated to be a day long session and include a tour of the City, highlighting any existing art, cultural, and historic destinations throughout the City. A Client Group leader will be expected to lead this tour.

A meeting with the Client Group will also be scheduled to review the plan context, mission, goals, meeting schedule, public meeting schedule, and expected deliverables. The Team is expected to participate throughout the process in engaging, soliciting, and managing feedback that help achieve the Plan goals and outcomes.

1.03: Design a comprehensive project plan and detailed schedule of the overall timeline for the creation of the Plan. This will address the role and responsibility of the Client Group and the Team with specific milestones to reach within the scope of the project including, but not limited to: timing of any project management meetings, stakeholder meetings, public meetings, and project presentations and reports. This will be refined and monitored by both the Client Group and the Team project manager.

1.04: Design a project website. The Team will create a project website that will allow the public to be engaged and informed throughout the planning process. The website will include information on planned events, images from public engagement events, an online mapping tool for data visualization, an online survey, and any other relevant information to the planning process. In addition to a project website, a communication plan will be developed with staff to ensure maximum community engagement and publicity.

Task 1 Deliverables

- Map of existing cultural assets including public and private performing and visual arts venues, public art pieces and murals, and other community facilities providing cultural programming
- Inventory and assessment of existing arts organizations and resources including local arts organizations, businesses, and individuals, events, programs, projects, etc.
- Project website/webpage
- Project Framework - Work plan and overall timeline of the project
- Stakeholder List with contact information



PHASE 2: COMMUNITY DIALOGUE & ENGAGEMENT

2.01: Determine existing attitudes and perceptions, opportunities and challenges to creating the Arts and Culture Plan. Upon completion of Task 1, the Team will meet with key stakeholders to listen and learn about the City. Stakeholder meetings may take place in one-on-one or focus group sessions and may include City staff, Bismarck Parks and Recreation District (BPRD), Dakota West Arts Council (DWAC), Bismarck Public School Board, community members, and other leaders of non-government entities. During this series of meetings, the Team will determine an internal vision and will discuss the plan for fulfilling the vision. The stakeholder list will be provided by the Client Group.

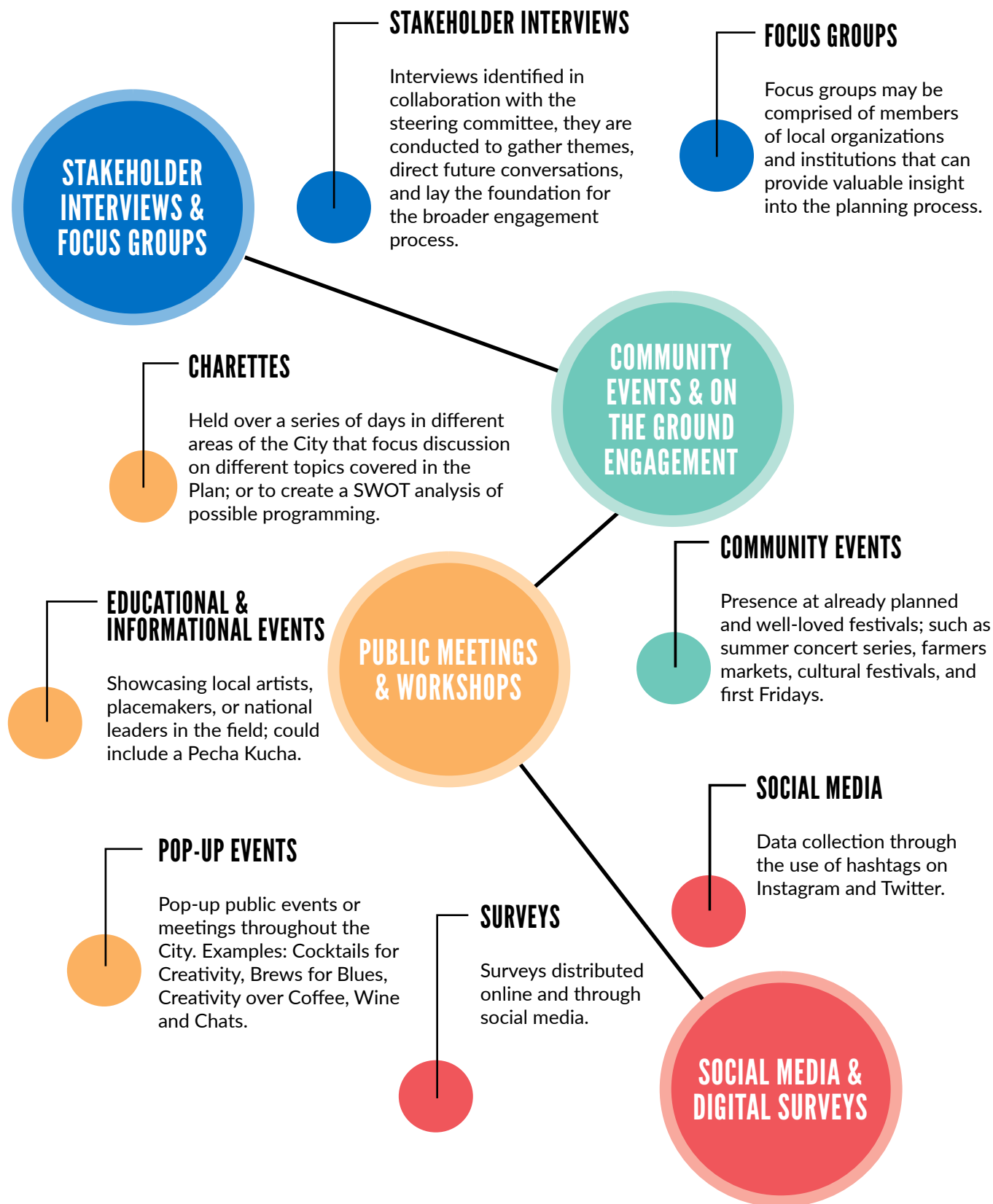
2.02: Determine optimal method and process for community engagement opportunities. The Team will work with the Client Group to design and facilitate a series of workshops. These events will be highly interactive and inclusive and yield essential insight to craft a narrative about Bismarck and the values of the community. A minimum of two public meetings will be facilitated. One event will be to kick-off the planning process, the second to solicit the community's big ideas for the future. Our community engagement approach will focus on collaboration and being open-minded to find the best solution together.

- **Create.** The Team will work with the Client Group to design the specific details for each workshop from a year-round perspective, including specific engagement activities, necessary background research, and essential products. In addition to the engagement workshops, the team will develop a survey for the community to participate in. The survey will be distributed online through social media channels, the City's website, and will be available in hard copy in County offices.
- **Market.** The Team will assist with promoting the workshops, including developing the design of all marketing materials. The team will utilize the arts community, neighborhood organizations, and the City to promote the workshops within their networks.
- **Facilitate.** The Team will lead and facilitate an informative and engaging program. We would propose to hire local artists to help facilitate engagement and/or temporary public art installations as part of this process. This could take many forms and the opportunity to hire an artist(s) could be undertaken through a call for artist process.
- **Report.** The Team will prepare a detailed report that interprets the data and identifies key values, priorities, vision and goals. All findings will be presented based on community feedback and support and will be evaluated through a national best practice lens to key stakeholders, Bismarck City Commission, Bismarck Park Board, and Bismarck School Board.

Task 2 Deliverables

- Media and public engagement plan
- Public workshop series and materials, including surveys
- Public engagement results

COMMUNITY DIALOGUE & ENGAGEMENT STRATEGIES





Cultural sensitivity is about having respect for the people, the land, the plants and animals, the cultural, and the history of the place. We understand that all walks of life play a vital role in sculpting a community's vision, and we have learned to listen to the stories of all people, regardless of income, age, and ability. Our mission is to listen to these stories and integrate them into culturally appropriate, innovative, and sustainable communities.

We recognize that Bismarck, like many cities, is diverse and that recognition of its multi-cultural character will be essential to this project. We also recognize in any community planning endeavor, legacies of appropriation, exclusion and intolerance are often surfaced, in ways that are unique to each particular community. In our experience, the best solutions to being inclusive and addressing creative and cultural tensions can be found by working with communities themselves, rather than by imposing outside ideas about appropriate processes. Our Team recognizes the importance of a comprehensive and culturally relevant planning process to serve and offers unparalleled experience working with diverse populations, including Native American communities.

The incorporation of indigenous planning principles is important in helping people feel "at home" in what they might perceive as an uncomfortable or intimidating environment. We seek to reinforce a feeling of pride among the members of the community by integrating them throughout the process of the planning of their communities. Our process is to have an open dialogue with the community that will bring a sense of pride and a harmonious environment to this project.

IDS+A strives to instill the Native American cultural identity within the communities and facilities that they plan and design. They have worked with many different tribes and all seek to communicate a sense of their cultural identity in the planning, physical form, and contextual response to the local environment in a way that is respectful and unique to their community. Our team recognizes that while not all tribes are common in their traditional beliefs and customs, there are commonalities during the early stages of planning that ultimately become a part of the solution.

PHASE 3: SYNTHESIZE IDEAS & DEFINE STRATEGY

3.01: Articulation of a common vision for Bismarck. Based on the public workshops and stakeholder meetings, the team will extract the story Bismarck wants to tell to the outside world through its Community Arts and Culture Plan. The Plan will contain goals and action steps that are achievable within the next 10 years. Each recommendation will be examined for connection to other planning projects throughout the City. It is understood that the objectives of the plan may be subject to change during the planning process. The Plan will cover the following topics and are not listed in a particular order:

- Establish a vision, values, and goals for the Plan;
- Identify clear goals and action strategies that include both short-term and long-term priorities, estimated budget and costs, and clear implementation dates;
- Recommended public art guidelines, policies and processes;
- Recommended policies and programs related to the implementation of the mission, vision and goals for the Plan;
- Development of guidelines for inclusion of public art in public improvement projects;
- Create strategies for ongoing community engagement and outreach to a diverse group of stakeholders;
- Identification of potential funding models for public art;
- Undertake a comprehensive community outreach program to fully engage residents, stakeholders and the community at large in shaping and defining what public art is in Bismarck;
- Undertake specific outreach to residents and the community to help identify specific opportunities for public art engagement that will be beneficial for those communities;
- Provide a thorough inventory and assessment of the City's cultural assets and opportunities;
- Provide site identification criteria or recommendations for placement of art;
- Identification of sites for future temporary and permanent public art projects; and
- Establish standards for maintenance, upkeep and replacement.
- Identify community and neighborhood identity and recommend strategies to bolster and expand that identity through arts and culture.
- Identify strategies to ensure art placement and culture programming is community wide and accessible to all.
- Recommend funding mechanisms, partnerships, and/or organizational creation necessary for the sustained programming of arts and cultural activities/displays within the public realm
- Determine interest for the formation of an arts commission and/or methods to strengthen existing boards who provide resources or reviews related to arts and culture. If demonstrated interest exists, this effort should also include the establishment of recommended roles, responsibilities, and authority for such an organization.
- Identify and recommend best practices for privately owned art that is publicly accessible.
- Provide recommendations for any necessary policies or ordinances to support implementation of the plan.

3.02: Develop a strategy to gain community consensus for the Plan. The Team will work to determine the tools and information needed to create the basis for community-wide consensus building.

Task 3 Deliverables

- Draft Plan elements with overall look and design of the final Plan
- Community outreach strategy and execution for Plan adoption
- Raw data from all collector methods

PHASE 4: INITIAL RECOMMENDATIONS

4.01: Present outline and graphic elements of the Plan. The Team will present the structure and components of the Plan, including concepts and format to the Client Group. A list of proposed education and PR materials for public consumption will be included.

4.02: Present draft Plan to the community stakeholders and Bismarck Staff. The Team will provide the community stakeholders and the general public with recommendations and will solicit final comments to gauge the level of support and feedback for any Plan changes. The Team will also educate the Client Group, the Bismarck Parks and Recreation District (BPRD), Dakota West Arts Council (DWAC), Bismarck Public School Board, other local arts and cultural organizations, museums, and project stakeholders about the process of implementing recommendations in the respected departments and with respective partners.

4.03: Creation of the final Plan. The Team will finalize the plan based on feedback from the community stakeholders, the Client Group, and elected officials.

4.04: Outreach Materials. The Team will develop education and PR materials that will communicate the process and outcomes of the Plan for consumption.

Task 4 Deliverables

- Presentation of initial recommendations to City and community stakeholders, Bismarck City Commission, Bismarck Park Board, and Bismarck School Board.
- Draft and final Plan including presentation slides
- Outreach materials

PHASE 5: FINAL REVIEW & RECOMMENDATION

5.01: Presentation of the final Plan. The Team will present the final draft of the Plan at a Bismarck City Commission work session or meeting.

Task 5 Deliverables

- Final Plan presentation to elected officials and the public
- Funding and resource recommendations
- Original files of Plan document

WORKLOAD & AVAILABILITY

We're a small team working hard and building together. Internally and externally we prize open, honest, and clear communication. Principal-level service is among the core values of our team. We have a passion and curiosity for what we do and we bring the devotion we have for our community to each of those we work in. We are well equipped to reliably manage projects outside of our region, and we do so regularly by utilizing virtual collaboration tools. Our team has the necessary facilities, capacity, and financial resources to provide the requested services in a satisfactory manner. Designing Local is completing several projects in Q1 of 2024. This will provide the firm with 25% capacity for its placemaking and engagement staff, and 50% capacity for its planning staff.

ASSUMPTIONS OF TEAM

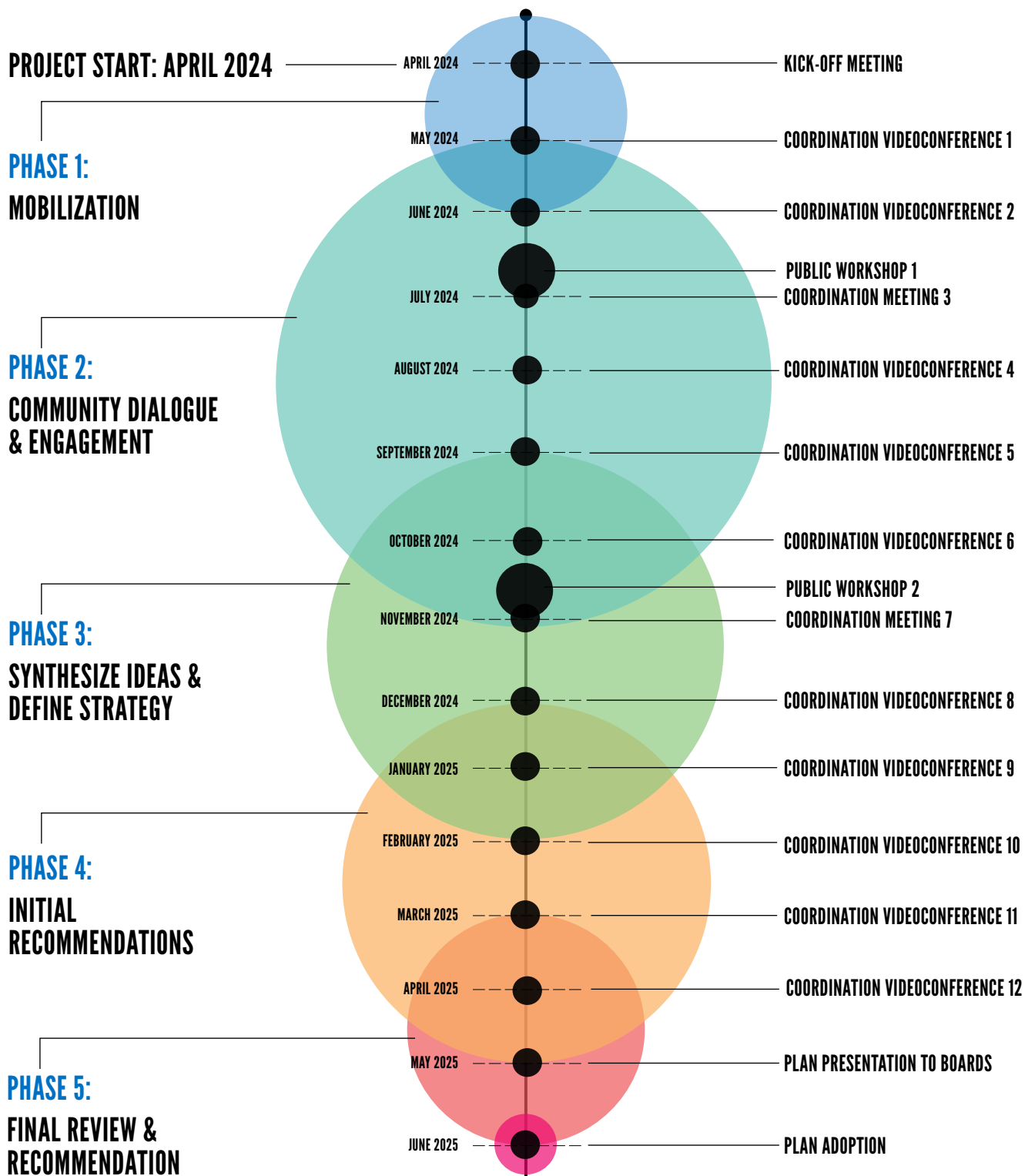
- The team will be prepared to have work sessions and project updates at minimum, bi-weekly with staff.
- The team will attend all meetings as needed and required and will prepare meeting summaries for staff, including a monthly progress report as requested.
- The team will prepare presentation materials in suitable formats for all public meetings.
- The team will take the lead on facilitating all public meetings.
- The team will respond in a timely manner to any and all questions from the public and staff.
- The team will serve as a liaison between the Departments, and community stakeholders.
- The team will brief leadership on plan recommendations, as requested.
- The team will provide all tools for data collection including but not limited to questionnaires, surveys, etc.

ASSUMPTIONS OF STAFF

- This approach will be converted to a detailed scope of work finalized in collaboration with the staff that will address coordination among Bismarck staff.
- Staff will assist in obtaining any documents and data.
- Staff will act as a liaison with the appropriate legislative bodies.
- Staff will coordinate document review and supply edits or approvals in a timely manner.
- Staff will assist with securing locations for meetings, events, and workshops.
- Staff will assist in marketing public workshops to the public through community channels and other local opportunities.

PROPOSED PROJECT SCHEDULE

Designing Local anticipates that this project will require approximately 15 months to complete. This will include a minimum of 2 public engagement events and bi-weekly Project Management Team meetings. The process shown below is preliminary and we anticipate adjustment of the milestones based on input from the Client Group.



PROPOSED FEES

The following level of effort worksheet is based on the project scope of work as described in the RFP. Designing Local anticipates adjustments in the budgeted phase and fee amounts listed below, as mutually agreed upon with the Client Group.

Phase	Phase Name	Fee
PHASE 1	MOBILIZATION	\$15,000
1.01	Research existing assets	\$3,000
1.02	Discover Bismarck	\$5,000
1.03	Design of project work plan	\$2,000
1.04	Creation of project brand and website	\$5,000
PHASE 2	COMMUNITY DIALOGUE & ENGAGEMENT	\$30,000
2.01	Determine attitudes and challenges	\$5,000
2.02	Evaluate synergies	\$5,000
2.03	Public workshop series	\$20,000
PHASE 3	SYNTHESIZE IDEAS & DEFINE STRATEGY	\$15,000
3.01	Articulation of a common vision	\$10,000
3.02	Strategy to gain community consensus	\$5,000
PHASE 4	INITIAL RECOMMENDATIONS	\$15,000
4.01	Present the plan outline	\$4,000
4.02	Present draft plan	\$3,000
4.03	Create the final plan	\$6,000
4.04	Create outreach and marketing materials	\$2,000
PHASE 5	FINAL REVIEW & RECOMMENDATION	\$5,000
5.01	Present the final plan	\$5,000
PROPOSED FEE		\$80,000

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Designing Local Ltd	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 20 E Broad Street	Requester's name and address (optional)
6 City, state, and ZIP code Columbus, OH 43215	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
	-		-						
or									
Employer identification number									
4	6	-	5	1	7	2	7	9	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► 

Date ► **11/01/2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Community Development Department

DATE: April 23, 2024

FROM: Ben Ehreth, Community Development Director

ITEM: Elk Ridge Third Addition - Revision to the Major Subdivision Final Plat

REQUEST:

Tyler Coulee, LLP, Bismarck North Developers, LLC, Ron Knutson and others are requesting approval of a revision to the major subdivision final plat titled Elk Ridge Third Addition.

BACKGROUND INFORMATION:

The applicant has added a stormwater easement to be included on Lot 14, Block 3. At the request of the City Engineering Department, a sanitary sewer easement has been included on Lot 48, Block 3. These proposed revisions warrant a return to the Board of City Commissioners but are not significant enough to warrant a return to the Planning and Zoning Commission for an additional public hearing. The Board of City Commissioners considered the original major subdivision final plat request on May 10, 2022. Attached is the current major subdivision final plat document and the previously approved version. The revisions from the previously approved version are highlighted for clarity.

RECOMMENDED CITY COMMISSION ACTION:

Consider the request for the revised version of the major subdivision final plat for Elk Ridge Third Addition 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
Jenny Wollmuth, Senior Planner, 701-355-1850, jwollmuth@bismarcknd.gov

ATTACHMENTS:

1. Elk Ridge Attachments

ELK RIDGE THIRD ADDITION

BEING AUDITOR'S LOT A OF THE SE 1/4 OF SECTION 18,
LOT 1 BLOCK 4 & LOTS 1-2 BLOCK 3
EAGLE CREST SIXTH ADDITION &
PART OF THE SE 1/4 OF SECTION 18 &
PART OF THE NE 1/4 OF SECTION 19
TOWNSHIP 139 NORTH, RANGE 80 WEST
OF THE FIFTH PRINCIPAL MERIDIAN

BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA

DESCRIPTION

BEING AUDITOR'S LOT A OF THE SE 1/4 OF SECTION 18, LOT 1 BLOCK 4 & LOTS 1-2 BLOCK 3 EAGLE CREST SIXTH ADDITION & PART OF THE SE 1/4 OF SECTION 18 & PART OF THE NE 1/4 OF SECTION 19, 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 LOT 18 BLOCK 1 EAGLE CREST EIGHTH ADDITION; THENCE NORTH 01 DEGREE 12 MINUTES 12 SECONDS EAST, ALONG THE BOUNDARY OF SAID EAGLE CREST EIGHTH ADDITION, A DISTANCE OF 213.00 FEET; THENCE NORTH 20 DEGREES 24 MINUTES 26 SECONDS EAST, CONTINUING ALONG SAID BOUNDARY, A DISTANCE OF 647.15 FEET; THENCE NORTH 13 DEGREES 56 MINUTES 23 SECONDS WEST, CONTINUING ALONG SAID BOUNDARY, A DISTANCE OF 802.86 FEET; THENCE NORTH 55 DEGREES 35 MINUTES 34 SECONDS EAST, CONTINUING ALONG SAID BOUNDARY, A DISTANCE OF 455.54 FEET; THENCE SOUTH 83 DEGREES 39 MINUTES 06 SECONDS EAST, CONTINUING ALONG SAID BOUNDARY, A DISTANCE OF 487.40 FEET TO THE EAST LINE OF THE NE 1/4 OF SECTION 19, TOWNSHIP 139 NORTH, RANGE 80 WEST; THENCE NORTH 01 DEGREE 10 MINUTES 01 SECOND EAST, ALONG SAID EAST LINE, A DISTANCE OF 921.99 FEET TO THE NORTHEAST CORNER OF SAID NE 1/4; THENCE NORTH 00 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF THE SE 1/4 OF SECTION 18, TOWNSHIP 139 NORTH, RANGE 80 WEST, A DISTANCE OF 831.04 FEET TO THE BOUNDARY OF EAGLE CREST SIXTH ADDITION; THENCE SOUTH 89 DEGREES 59 MINUTE 32 SECONDS WEST, ALONG SAID BOUNDARY, A DISTANCE OF 140.81 FEET; THENCE SOUTH 56 DEGREES 08 MINUTES 31 SECONDS WEST, CONTINUING ALONG SAID BOUNDARY, A DISTANCE OF 79.71 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 32 SECONDS WEST, CONTINUING ALONG SAID BOUNDARY, A DISTANCE OF 520.14 FEET TO THE SOUTHWEST CORNER OF LOT 1 BLOCK 3 EAGLE CREST SIXTH ADDITION; THENCE NORTH 00 DEGREES 15 MINUTES 27 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 3, AND ITS NORTHERLY EXTENSION, A DISTANCE OF 172.28 FEET TO THE CENTERLINE OF FRAMME HAWK DRIVE RIGHT-OF-WAY; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID CENTERLINE, A DISTANCE OF 44.45 FEET; THENCE WESTERLY AND TO THE RIGHT, CONTINUING ALONG SAID CENTERLINE, ON A 500.00 FOOT RADIUS CURVE, AN ARC LENGTH OF 122.17 FEET; THENCE NORTH 76 DEGREES 00 MINUTES 00 SECONDS WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 259.92 FEET TO THE EAST LINE OF ELK RIDGE SECOND ADDITION; THENCE SOUTHERLY AND TO THE RIGHT, ALONG SAID EAST LINE, ON A 1000.00 FOOT RADIUS CURVE, THE RADIUS OF WHICH BEARS NORTH 76 DEGREES 00 MINUTES 23 SECONDS WEST AN ARC LENGTH OF 106.81 FEET; THENCE SOUTH 20 DEGREES 09 MINUTES 49 SECONDS WEST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 351.89 FEET; THENCE SOUTHWESTERLY AND TO THE RIGHT, ON A 1,120.00 FOOT RADIUS CURVE, CONTINUING ALONG SAID EAST LINE, AN ARC LENGTH OF 322.66 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 12 SECONDS WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 226.70 FEET; THENCE SOUTHERLY AND TO THE LEFT, ON 600.00 FOOT RADIUS CURVE CONTINUING ALONG SAID EAST LINE, AN ARC LENGTH OF 44.59 FEET; THENCE SOUTH 02 DEGREES 58 MINUTES 12 SECONDS EAST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 645.87 FEET; THENCE SOUTHERLY AND TO THE LEFT, ON A 2,000.00 FOOT RADIUS CURVE, CONTINUING ALONG SAID EAST LINE AND THE CONTINUATION OF SAID CURVE, AN ARC LENGTH OF 288.11 FEET; THENCE SOUTH 11 DEGREES 52 SECONDS EAST, A DISTANCE OF 250.93 FEET; THENCE SOUTHERLY AND TO THE RIGHT, ON A 1,120.00 FOOT RADIUS CURVE, AN ARC LENGTH OF 264.49 FEET; THENCE SOUTH 08 DEGREES 51 MINUTES 00 SECONDS WEST, A DISTANCE OF 96.47 FEET; THENCE SOUTHERLY AND TO THE LEFT, ON A 1,000.00 FOOT RADIUS CURVE, AN ARC LENGTH OF 403.53 FEET TO THE SOUTH LINE OF THE NE 1/4 OF SECTION 19, TOWNSHIP 139 NORTH, RANGE 80 WEST; THENCE SOUTH 88 DEGREES 45 MINUTES 23 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 824.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 99.91 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, TERRY BALTZER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE APPROVED PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY PERFORMED UNDER MY SUPERVISION AND CONTROL, AND THAT THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT ALL MONUMENTS SHOWN HEREON ARE CORRECT, THAT ALL REQUIRED MONUMENTS HAVE BEEN SET, AND THAT ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT.

SWENSON, HAGEN & CO. P.C.
809 BASIN AVENUE
BISMARCK, NORTH DAKOTA
58504

TERRY BALTZER
PROFESSIONAL LAND SURVEYOR
N.D. REGISTRATION NO. 3595

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 _____, 2022, IN ACCORDANCE WITH LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF BISMARCK AND REGULATIONS ADOPTED BY THE SAID PLANNING COMMISSION. WITNESS WHEREOF ARE SET THE HANDS AND SEALS OF THE CHAIRMAN AND SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF BISMARCK.

MICHAEL J. SCHWARTZ - CHAIRMAN

ATTEST
BEN EHRETH - 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 PLAT, HAS ACCEPTED THE DEDICATION OF ALL STREETS SHOWN THEREON, HAS APPROVED THE GROUNDS AS SHOWN ON THE APPROVED PLAT AS AN AMENDMENT TO THE MASTER PLAN OF THE CITY OF BISMARCK, NORTH DAKOTA, AND DOES HEREBY VACATE ANY PREVIOUS PLATTING 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 _____, 2022.

ATTEST
KEITH J. HUNKE - CITY ADMINISTRATOR

APPROVAL OF CITY ENGINEER

I, GABRIEL J. SCHELL, CITY ENGINEER OF THE CITY OF BISMARCK, NORTH DAKOTA, HEREBY APPROVE "ELK RIDGE THIRD ADDITION", BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA AS SHOWN ON THE PLAT.

GABRIEL J. SCHELL
CITY ENGINEER

SLOPE PROTECTION RESTRICTION NOTE:

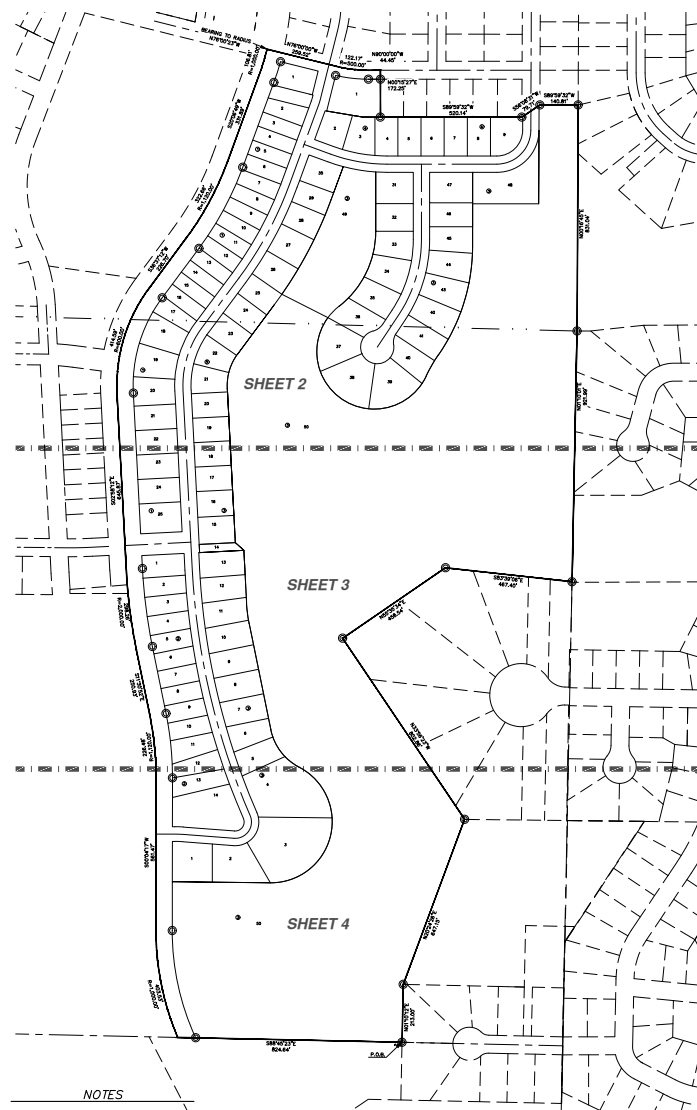
THE PURPOSE OF THESE RESTRICTIONS IS TO PROHIBIT ANY ACTIVITY THAT COULD AFFECT THE EROSION OR STABILITY OF THE SLOPES. EACH OF LOTS 1-50 BLOCK 3 ELK RIDGE THIRD ADDITION, HAS A SLOPE PROTECTION EASEMENT AND DEVELOPMENT LIMITATIONS:

- 1.) THE NATURAL VEGETATION WITHIN THE SLOPE PROTECTION EASEMENT SHALL BE LEFT UNDISTURBED.
- 2.) THE CITY OF BISMARCK AND BISMARCK PARKS AND RECREATION DISTRICT MAY CONDUCT ACTIVITIES AND MAINTENANCE WITHIN THE SLOPE PROTECTION EASEMENT. PRIVATE GRADING, EXCAVATING, FILLING, TERRACING, STOCKPILING OF MATERIAL OR EQUIPMENT, OR ANY OTHER SURFACE ALTERATIONS ARE NOT ALLOWED.
- 3.) IRRIGATION OF THE SLOPE PROTECTION EASEMENT IS NOT ALLOWED.

FOR INSPECTION AND MONITORING PURPOSES, CITY OF BISMARCK PERSONNEL WILL BE ALLOWED ACCESS ONTO THE SLOPE PROTECTION EASEMENT.

AREA DATA	
LOTS 1-50	1,800.763 S.F. (67.39 ACRES)
TOWNSHIP 139	1,245,100 S.F. (28.50 ACRES)
RANGE 80	2,300,200 S.F. (66.39 ACRES)

AREA DATA	
SE 1/4-18	1,155,484 S.F. (26.42 ACRES)
NE 1/4-19	1,196,455 S.F. (27.24 ACRES)



NOTES

BASE 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.

VERTICAL BENCHMARK:
HYD #2330, ELEV. 1864.85 (NGVD 29)
ROOSEVELT DRIVE & 4TH AVE

LOT 14 BLOCK 3 IS NON-BUILDABLE

OWNERS' CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT BISMARCK NORTH DEVELOPERS, LLC, TYLER COULLE, LLP, RON KNUTSON, HENRY ALBERS, JEANETTE ALBERS, MICHAEL HOFFMAN, AND PAULETTE THURN, BEING THE OWNERS AND PROPRIETORS OF THE PROPERTY SHOWN HEREON HAVE CAUSED THAT PORTION DESCRIBED HEREON TO BE SURVEYED AND PLATED AS "ELK RIDGE THIRD ADDITION", BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA, AND DO SO DEDICATE STREETS AS SHOWN HEREON INCLUDING ALL SEWER, CULVERTS, WATER AND OTHER PUBLIC UTILITY LINES WHETHER SHOWN HEREON OR NOT TO THE PUBLIC USE FOREVER.

THEY ALSO DEDICATE EASEMENTS TO THE CITY OF BISMARCK TO RUN WITH THE LAND, FOR GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITIES OR SERVICES ON OR UNDER THESE CERTAIN STRIPS OF LAND DESIGNATED HEREON AS UTILITY EASEMENTS.

THEY ALSO DEDICATE SANITARY SEWER EASEMENTS TO THE CITY OF BISMARCK TO RUN WITH THE LAND FOR USE BY ALL LAND OWNING PARTIES TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR SANITARY SEWER FACILITIES UNDER OR UPON THOSE AREAS DESIGNATED AS SUCH. GRANTEE SHALL HAVE THE RIGHT TO INGRESS AND EGRESS ACROSS REAL PROPERTY OF GRANTOR FOR THE PURPOSES HEREIN GRANTED.

THEY FURTHERMORE DEDICATE UNTO THE CITY OF BISMARCK "STORM WATER AND DRAINAGE EASEMENTS" TO RUN WITH THE LAND FOR THE PURPOSE OF STORM SEWER AND SURFACE WATER DRAINAGE UNDER, OVER, THROUGH AND/OR ACROSS THOSE AREAS DEDICATED HEREON AS "STORM WATER AND DRAINAGE EASEMENTS" FOR THE PURPOSES OF CONSTRUCTION, RECONSTRUCTION, REPAIR, ENLARGING AND MAINTAINING STORM WATER MANAGEMENT FACILITIES TOGETHER WITH NECESSARY APPURTENANCES THERETO FOR STORM WATER, STORM SEWER AND SURFACE WATER DRAINAGE AND MANAGEMENT OF SAID STORM WATER FLOW IN A MANNER THAT WILL PERMIT THE FREE AND UNOBSTRUCTED FLOW OF WATER UNDER, OVER AND/OR ACROSS THE EASEMENT AREA.

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

BISMARCK NORTH DEVELOPERS, LLC
555 HIGHWAY 1804 NE
BISMARCK, ND 58503

ON THIS _____ DAY OF _____, 2022, BEFORE ME PERSONALLY APPEARED _____ OF BISMARCK, NORTH DAKOTA, 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.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

TYLER COULLE, LLP
555 HIGHWAY 1804 NE
BISMARCK, ND 58503

ON THIS _____ DAY OF _____, 2022, BEFORE ME PERSONALLY APPEARED _____ OF TYLER COULLE, LLP, 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.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

HENRY ALBERS
CO-OWNER, LOT 1 BLOCK 4

ON THIS _____ DAY OF _____, 2022, BEFORE ME PERSONALLY APPEARED HENRY ALBERS, 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.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

JEANETTE ALBERS
CO-OWNER, LOT 1 BLOCK 4

ON THIS _____ DAY OF _____, 2022, BEFORE ME PERSONALLY APPEARED JEANETTE ALBERS, 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.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

MICHAEL HOFFMAN
CO-OWNER, LOT 1 BLOCK 1

ON THIS _____ DAY OF _____, 2022, BEFORE ME PERSONALLY APPEARED MICHAEL HOFFMAN, 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.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

PAULETTE THURN
CO-OWNER, LOT 1 BLOCK 1

ON THIS _____ DAY OF _____, 2022, BEFORE ME PERSONALLY APPEARED PAULETTE THURN, 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.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

RON KNUTSON

ON THIS _____ DAY OF _____, 2022, BEFORE ME PERSONALLY APPEARED RON KNUTSON, 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.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

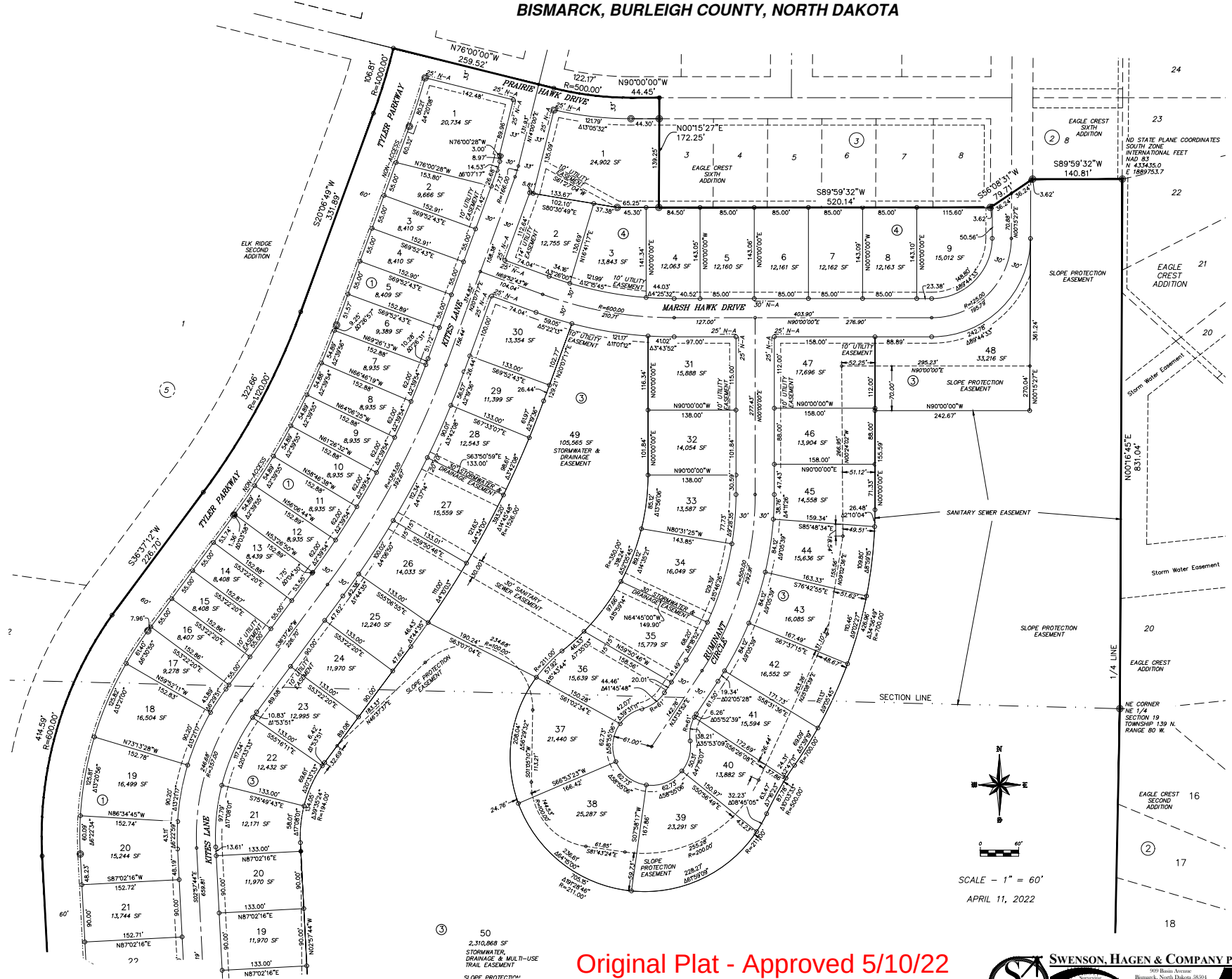
Original Plat - Approved 5/10/22



ELK RIDGE THIRD ADDITION

BEING AUDITOR'S LOT A OF THE SE 1/4 OF SECTION 18, LOT 1 BLOCK 4 & LOTS 1-2 BLOCK 3
EAGLE CREST SIXTH ADDITION & PART OF THE SE 1/4 OF SECTION 18 &
PART OF THE NE 1/4 OF SECTION 19 TOWNSHIP 139 NORTH, RANGE 80 WEST
OF THE FIFTH PRINCIPAL MERIDIAN

BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA



Original Plat - Approved 5/10/22



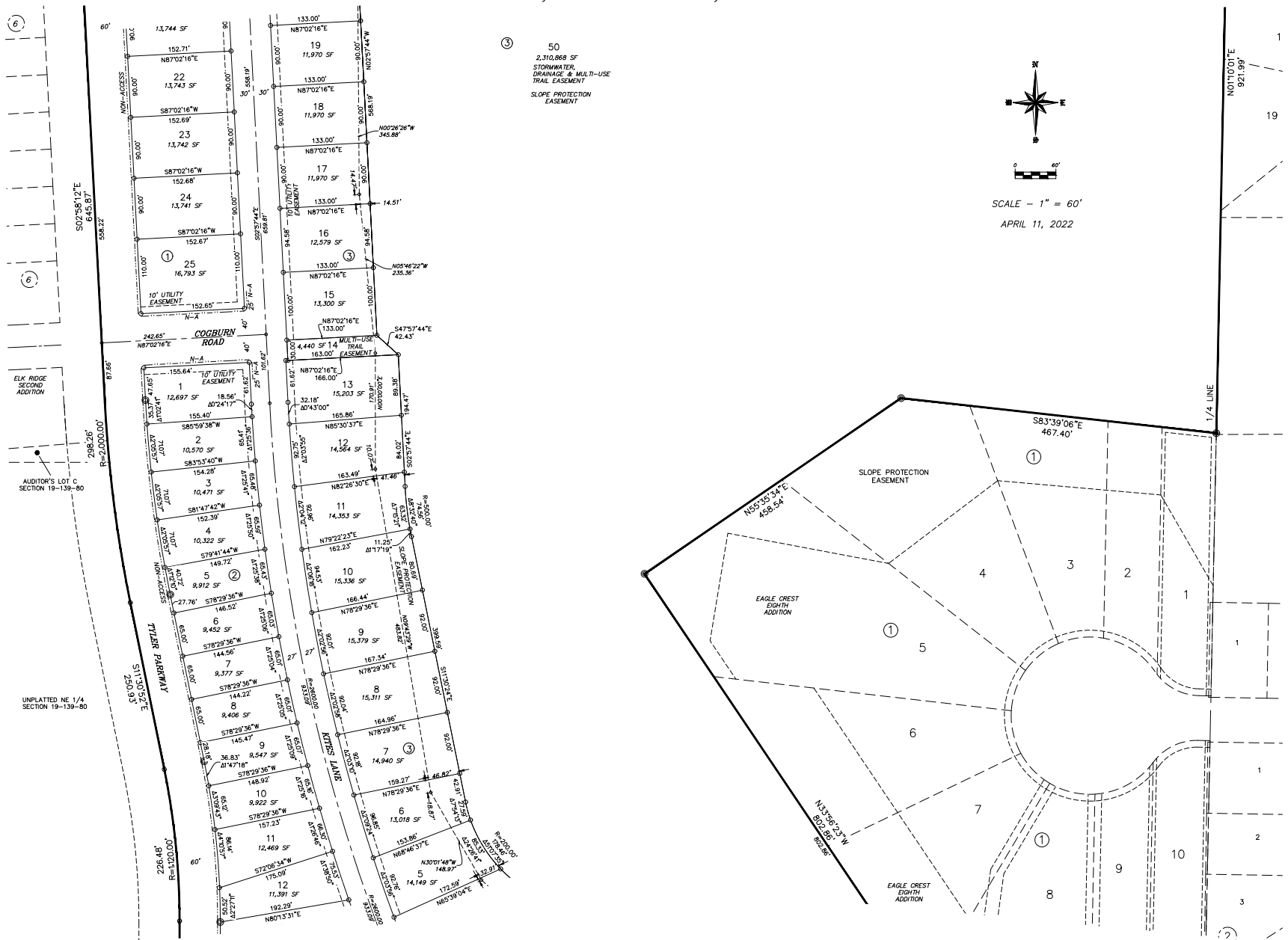
SWENSON, HAGEN & COMPANY P.C.
900 Basin Avenue
Bismarck, North Dakota 58301
dsh@swensonhagen.com
Phone (701) 221-2200
Fax (701) 221-2096
Civil Engineering
Landscape & Site Design
Construction Management

BEING AUDITOR'S LOT A OF THE SE 1/4 OF SECTION 18, LOT 1 BLOCK 4 & LOTS 1-2 BLOCK 3
EAGLE CREST SIXTH ADDITION & PART OF THE SE 1/4 OF SECTION 18 &
PART OF THE NE 1/4 OF SECTION 19 TOWNSHIP 139 NORTH, RANGE 80 WEST
OF THE FIFTH PRINCIPAL MERIDIAN

③ 50
2,310,868 SF
STORMWATER,
DRAINAGE & MULTI-USE
TRAIL EASEMENT
SLOPE PROTECTION
EASEMENT



APRIL 11, 2022



Original Plat - Approved 5/10/22



SWENSON, HAGEN & COMPANY P.C.

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

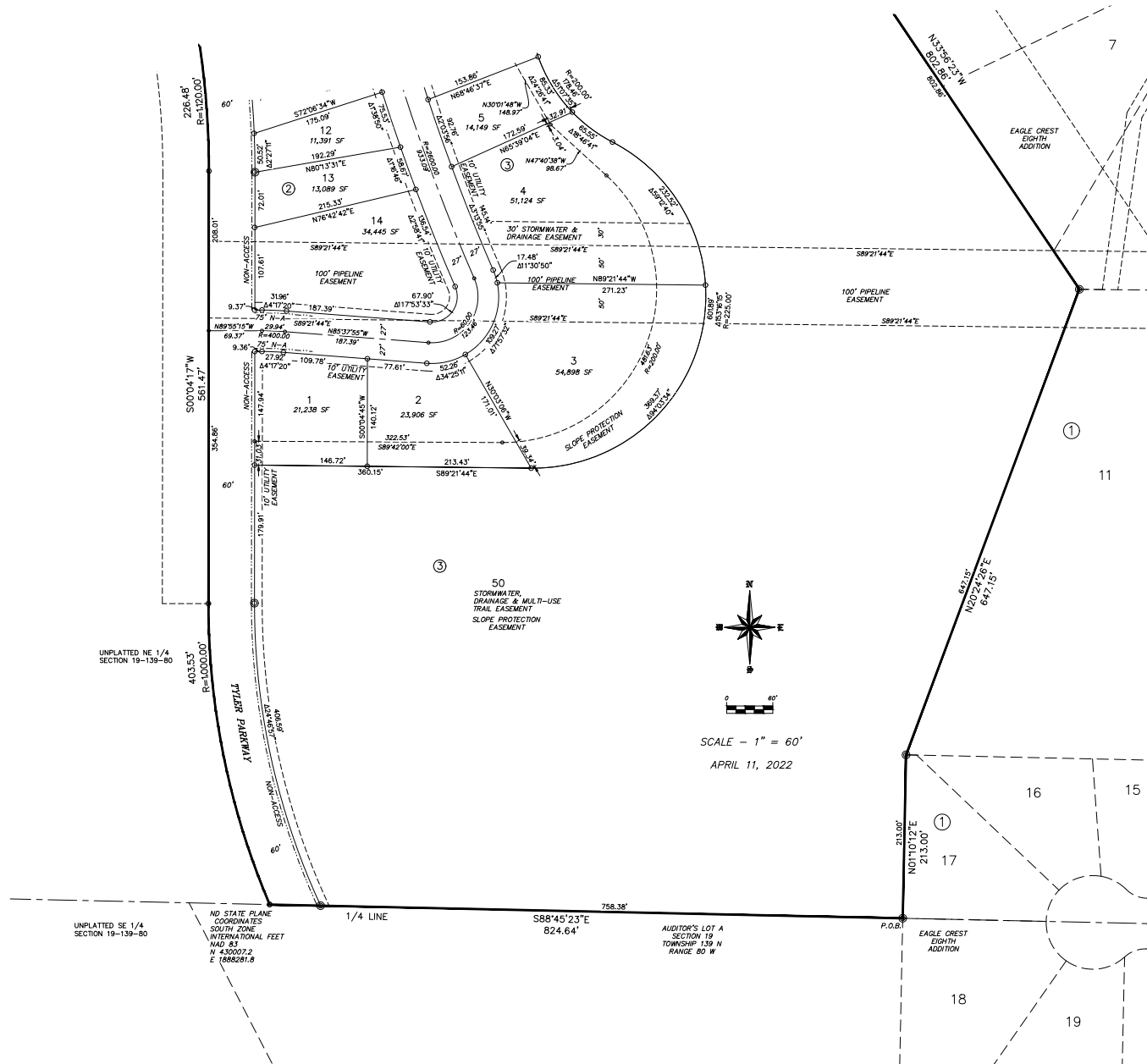
Surveying
Hydrology
Land Planning
Civil Engineering
Landscape & Site Design
Construction Management

SHEET

ELK RIDGE THIRD ADDITION

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OF THE FIFTH PRINCIPAL MERIDIAN

BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA



Original Plat - Approved 5/10/22

DESCRIPTION

BEING AUDITOR'S LOT 1 OF THE SE 1/4 OF SECTION 18, LOT 1 BLOCK 4 & LOTS 1-2 BLOCK 3 EAGLE CREST SIXTH ADDITION & PART OF THE SE 1/4 OF SECTION 18 & PART OF THE NE 1/4 OF SECTION 19, 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 LOT 18 BLOCK 1 EAGLE CREST EIGHTH ADDITION, THENCE NORTH 01 DEGREE 10 MINUTES 12 SECONDS EAST, ALONG THE BOUNDARY OF SAID EAGLE CREST EIGHTH ADDITION, A DISTANCE OF 213.00 FEET; THENCE NORTH 20 DEGREES 24 MINUTES 26 SECONDS EAST, CONTINUING ALONG SAID BOUNDARY, A DISTANCE OF 100.00 FEET; THENCE NORTH 13 DEGREES 55 MINUTES 34 SECONDS WEST, CONTINUING ALONG SAID BOUNDARY, A DISTANCE OF 802.86 FEET; THENCE NORTH 55 DEGREES 35 MINUTES 34 SECONDS EAST, CONTINUING ALONG SAID BOUNDARY, A DISTANCE OF 458.54 FEET; THENCE SOUTH 83 DEGREES 39 MINUTES 06 SECONDS EAST, CONTINUING ALONG SAID BOUNDARY, A DISTANCE OF 467.40 FEET TO THE EAST LINE OF THE NE 1/4 OF SECTION 19, TOWNSHIP 139 NORTH, RANGE 80 WEST; THENCE NORTH 01 DEGREE 10 MINUTES 01 SECOND EAST, ALONG SAID EAST LINE, A DISTANCE OF 581.59 FEET TO THE NORTHEAST CORNER OF SAID NE 1/4; THENCE NORTH 00 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF THE SE 1/4 OF SECTION 18, TOWNSHIP 139 NORTH, RANGE 80 WEST, A DISTANCE OF 831.04 FEET TO THE BOUNDARY OF EAGLE CREST SIXTH ADDITION; THENCE SOUTH 89 DEGREES 59 MINUTE 32 SECONDS WEST, ALONG SAID BOUNDARY, A DISTANCE OF 140.81 FEET; THENCE SOUTH 56 DEGREES 08 MINUTES 31 SECONDS WEST, CONTINUING ALONG SAID BOUNDARY, A DISTANCE OF 179.71 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 32 SECONDS WEST, CONTINUING ALONG SAID BOUNDARY, A DISTANCE OF 520.14 FEET TO THE SOUTHWEST CORNER OF LOT 3 BLOCK 3 EAGLE CREST SIXTH ADDITION; THENCE NORTH 00 DEGREES 15 MINUTES 21 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 3, AND ITS NORTHERLY EXTENSION, A DISTANCE OF 172.25 FEET TO THE CENTERLINE OF PRAIRIE HAWK DRIVE (RT-1 OF HWY 1); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID CENTERLINE, A DISTANCE OF 44.45 FEET; THENCE WESTERLY AND TO THE RIGHT, CONTINUING ALONG SAID CENTERLINE, ON A 500.00 FOOT RADIUS CURVE, AN ARC LENGTH OF 122.17 FEET; THENCE NORTH 78 DEGREES 00 MINUTES 00 SECONDS WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 259.52 FEET TO THE EAST LINE OF ELK RIDGE SECOND ADDITION; THENCE SOUTHERLY AND TO THE RIGHT, ALONG SAID EAST LINE, ON A 1000.00 FOOT RADIUS CURVE, THE RADIUS OF WHICH BEARS NORTH 78 DEGREES 00 MINUTES 25 SECONDS WEST AN ARC LENGTH OF 106.81 FEET; THENCE SOUTH 20 DEGREES 04 MINUTES 49 SECONDS WEST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 351.69 FEET; THENCE SOUTHWESTERLY AND TO THE RIGHT, ON A 1,120.00 FOOT RADIUS CURVE, CONTINUING ALONG SAID EAST LINE, AN ARC LENGTH OF 322.68 FEET; THENCE SOUTH 36 DEGREES 37 MINUTES 12 SECONDS WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 226.70 FEET; THENCE SOUTHERLY AND TO THE LEFT, ON A 600.00 FOOT RADIUS CURVE CONTINUING ALONG SAID EAST LINE, AN ARC LENGTH OF 414.59 FEET; THENCE SOUTH 02 DEGREES 58 MINUTES 12 SECONDS EAST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 645.97 FEET; THENCE SOUTHERLY AND TO THE LEFT, ON A 2,000.00 FOOT RADIUS CURVE, CONTINUING ALONG SAID EAST LINE AND THE CONTINUATION OF SAID CURVE, AN ARC LENGTH OF 298.26 FEET; THENCE SOUTH 11 DEGREES 50 MINUTES 52 SECONDS EAST TO A DISTANCE OF 250.93 FEET; THENCE SOUTHERLY AND TO THE RIGHT, ON A 1,120.00 FOOT RADIUS CURVE, AN ARC LENGTH OF 226.48 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 17 SECONDS WEST, A DISTANCE OF 581.47 FEET; THENCE SOUTHERLY AND TO THE LEFT, ON A 1,000.00 FOOT RADIUS CURVE, AN ARC LENGTH OF 463.53 FEET TO THE SOUTH LINE OF THE NE 1/4 OF SECTION 19, TOWNSHIP 139 NORTH, RANGE 80 WEST; THENCE SOUTH 88 DEGREES 45 MINUTES 23 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 824.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 99.91 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, TERRY BALTZER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE APPROVED PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLETED ON 02/22/2024, THAT ALL INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT ALL MONUMENTS SHOWN HEREON ARE CORRECT, THAT ALL REQUIRED MONUMENTS HAVE BEEN SET, AND THAT ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT.

SWENSON, HAGEN & CO. P.C.
809 BASIN AVENUE
BISMARCK, NORTH DAKOTA
58504

TERRY BALTZER
PROFESSIONAL LAND SURVEYOR
N.D. REGISTRATION NO. 3595

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 02/22/2024, IN ACCORDANCE WITH LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF BISMARCK AND REGULATIONS ADOPTED BY THE SAID PLANNING COMMISSION, IN WITNESS WHEREOF ARE SET THE HANDS AND SEALS OF THE CHAIRMAN AND SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF BISMARCK.

MICHAEL J. SCHWARTZ - CHAIRMAN

ATTEST
RON ENRETH - 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 PLAT, HAS ACCEPTED THE DEDICATION OF ALL STREETS SHOWN THEREON, HAS APPROVED THE GROUNDS AS SHOWN ON THE APPROVED PLAT AS AN AMENDMENT TO THE MASTER PLAN OF THE CITY OF BISMARCK, NORTH DAKOTA, AND DOES HEREBY VACATE ANY PREVIOUS PLATTING 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 02/22/2024.

ATTEST
MASON TOMANEK - CITY ADMINISTRATOR

APPROVAL OF CITY ENGINEER

I, GABRIEL J. SCHELL, CITY ENGINEER OF THE CITY OF BISMARCK, NORTH DAKOTA, HEREBY APPROVE "ELK RIDGE THIRD ADDITION", BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA AS SHOWN ON THE PLAT.

GABRIEL J. SCHELL
CITY ENGINEER

SLOPE PROTECTION RESTRICTION NOTE:

THE PURPOSE OF THESE RESTRICTIONS IS TO PROHIBIT ANY ACTIVITY THAT COULD AFFECT THE EROSION OR STABILITY OF THE SLOPES. EACH OF LOTS 1-50 BLOCK 3 ELK RIDGE THIRD ADDITION, HAS A SLOPE PROTECTION EASEMENT AND DEVELOPMENT LIMITATIONS:

- THE NATURAL VEGETATION WITHIN THE SLOPE PROTECTION EASEMENT SHALL BE LEFT UNDISTURBED.
- THE CITY OF BISMARCK AND BISMARCK PARKS AND RECREATION DISTRICT MAY CONDUCT ACTIVITIES AND MAINTENANCE WITHIN THE SLOPE PROTECTION EASEMENT. PRIVATE GRADING, EXCAVATING, FILLING, TERRACING, STOCKPILING OF MATERIAL OR EQUIPMENT, OR ANY OTHER SURFACE ALTERATIONS ARE NOT ALLOWED.
- IRRIGATION OF THE SLOPE PROTECTION EASEMENT IS NOT ALLOWED.

FOR INSPECTION AND MONITORING PURPOSES, CITY OF BISMARCK PERSONNEL WILL BE ALLOWED ACCESS ONTO THE SLOPE PROTECTION EASEMENT.

OWNERS' CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT BISMARCK NORTH DEVELOPERS, LLC, TYLER COULLE, LLP, RON KNUTSON, HENRY ALBERS, JEANETTE ALBERS, MICHAEL HOFFMAN, AND PAULETTE THURN, BEING THE OWNERS AND PROPRIETORS OF THE PROPERTY SHOWN HEREON HAVE CAUSED THAT PORTION DESCRIBED HEREON TO BE SURVEYED AND PLATTED AS "ELK RIDGE THIRD ADDITION", BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA, AND DO SO DEDICATE STREETS AS SHOWN HEREON INCLUDING ALL SEWER, CULVERTS, WATER AND OTHER PUBLIC UTILITY LINES WHETHER SHOWN HEREON OR NOT TO THE PUBLIC USE FOREVER.

THEY ALSO DEDICATE EASEMENTS TO THE CITY OF BISMARCK TO RUN WITH THE LAND, FOR GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITIES OR SERVICES ON OR UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED HEREON AS UTILITY EASEMENTS.

THEY ALSO DEDICATE SANITARY SEWER EASEMENTS TO THE CITY OF BISMARCK TO RUN WITH THE LAND FOR USE BY ALL LAND OWNING PARTIES TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR SANITARY SEWER FACILITIES UNDER OR UPON THOSE AREAS DESIGNATED AS SUCH. GRANTEE SHALL HAVE THE RIGHT TO INGRESS AND EGRESS ACROSS REAL PROPERTY OF GRANTOR FOR THE PURPOSE HEREIN GRANTED.

THEY FURTHERMORE DEDICATE UNTO THE CITY OF BISMARCK "STORM WATER AND DRAINAGE EASEMENTS" TO RUN WITH THE LAND FOR THE PURPOSE OF STORM SEWER AND SURFACE WATER DRAINAGE UNDER, OVER, THROUGH AND/OR ACROSS THOSE AREAS DEDICATED HEREON AS "STORM WATER AND DRAINAGE EASEMENTS" FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, REPAIR, MAINTENANCE AND OPERATION OF STORM SEWER AND SURFACE WATER DRAINAGE AND MANAGEMENT OF SAID STORM WATER FLOW IN A MANNER THAT WILL PERMIT THE FREE AND UNOBSTRUCTED FLOW OF WATER UNDER, OVER AND/OR ACROSS THE EASEMENT AREA.

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

RON KNUTSON, PRESIDENT
BISMARCK NORTH DEVELOPERS, LLC
555 HIGHWAY 1804 NE
BISMARCK, ND 58503
OWNER, LOTS 2-25 BLOCK 1
ALL OF BLOCK 2
LOTS 1-49 BLOCK 3
LOTS 2-9 BLOCK 4

ON THIS 02/22/2024, BEFORE ME PERSONALLY APPEARED RON KNUTSON, PRESIDENT OF BISMARCK NORTH DEVELOPERS, 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.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

RON KNUTSON, GENERAL PARTNER
TYLER COULLE, LLP
555 HIGHWAY 1804 NE
BISMARCK, ND 58503
CO-OWNER, LOT 50 BLOCK 3

ON THIS 02/22/2024, BEFORE ME PERSONALLY APPEARED RON KNUTSON, GENERAL PARTNER OF TYLER COULLE, LLP, 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.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

TRACI L. HILSABECK, PERSONAL REPRESENTATIVE
THE ESTATE OF HENRY ALBERS
CO-OWNER, LOT 1 BLOCK 4

ON THIS 02/22/2024, BEFORE ME PERSONALLY APPEARED TRACI L. HILSABECK, PERSONAL REPRESENTATIVE OF THE ESTATE OF HENRY ALBERS, 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.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

MITCHELL H. ALBERS, PERSONAL REPRESENTATIVE
THE ESTATE OF HENRY ALBERS
CO-OWNER, LOT 1 BLOCK 4

ON THIS 02/22/2024, BEFORE ME PERSONALLY APPEARED MITCHELL H. ALBERS, PERSONAL REPRESENTATIVE OF THE ESTATE OF HENRY ALBERS, 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.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

JEANETTE ALBERS
CO-OWNER, LOT 1 BLOCK 4

ON THIS 02/22/2024, BEFORE ME PERSONALLY APPEARED JEANETTE ALBERS, 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.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

PAULETTE THURN, PERSONAL REPRESENTATIVE
THE ESTATE OF MICHAEL HOFFMAN
CO-OWNER, LOT 1 BLOCK 1

ON THIS 02/22/2024, BEFORE ME PERSONALLY APPEARED PAULETTE THURN, PERSONAL REPRESENTATIVE OF THE ESTATE OF MICHAEL HOFFMAN, 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.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

PAULETTE THURN
CO-OWNER, LOT 1 BLOCK 1

ON THIS 02/22/2024, BEFORE ME PERSONALLY APPEARED PAULETTE THURN, 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.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

RON KNUTSON
CO-OWNER, LOT 50 BLOCK 3

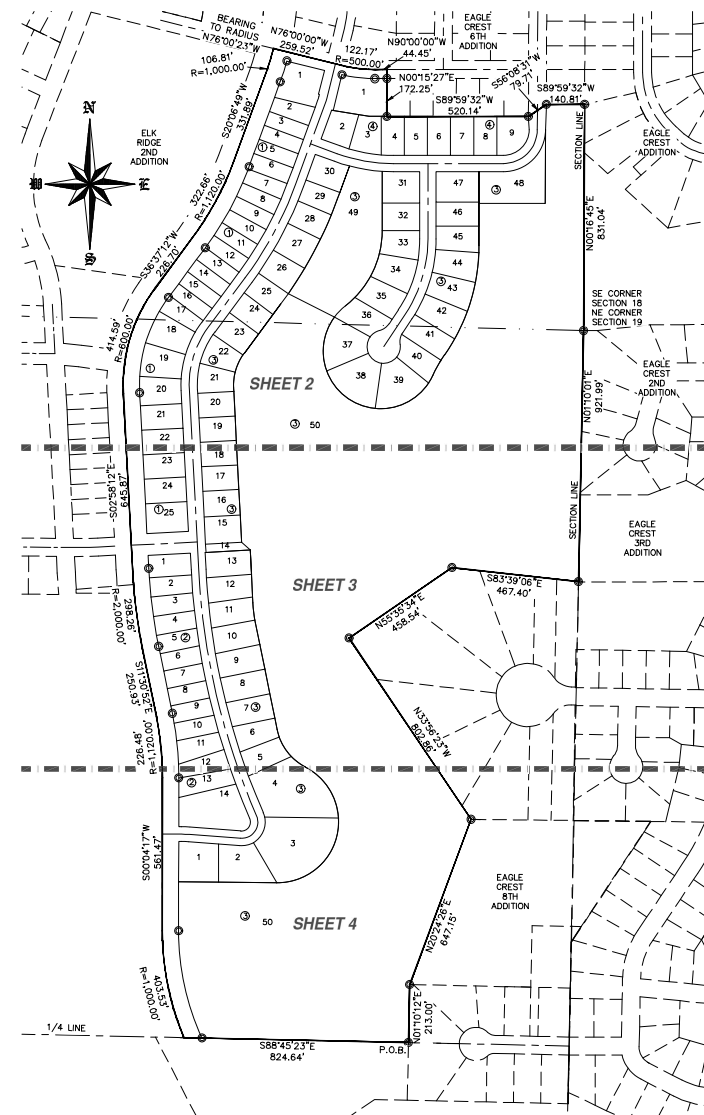
ON THIS 02/22/2024, BEFORE ME PERSONALLY APPEARED RON KNUTSON, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES

ELK RIDGE THIRD ADDITION

BEING AUDITOR'S LOT 1 OF THE SE 1/4 OF SECTION 18, LOT 1 BLOCK 4 & LOTS 1-2 BLOCK 3 EAGLE CREST SIXTH ADDITION & PART OF THE SE 1/4 OF SECTION 18 & PART OF THE NE 1/4 OF SECTION 19, TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN

BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA



NOTES

BASES 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.
VERTICAL BENCHMARK:
HYD 8370 ELEV. 1843.09 (NGVD 29)
MARSH HAWK DRIVE 1ST SOUTH OF PRAIRIE HAWK DRIVE

AREA DATA
LOTS 1-49 BLOCK 3 187.39 ACRES
STREETS 546.403 SF 12.52 ACRES
TOTAL 4,351,939 SF 99.91 ACRES

AREA DATA
N 1/4-10 1,786,455 SF 41.224 ACRES
N 1/4-11 1,165,454 SF 26.722 ACRES

- MONUMENT TO BE SET
- MONUMENT IN PLACE



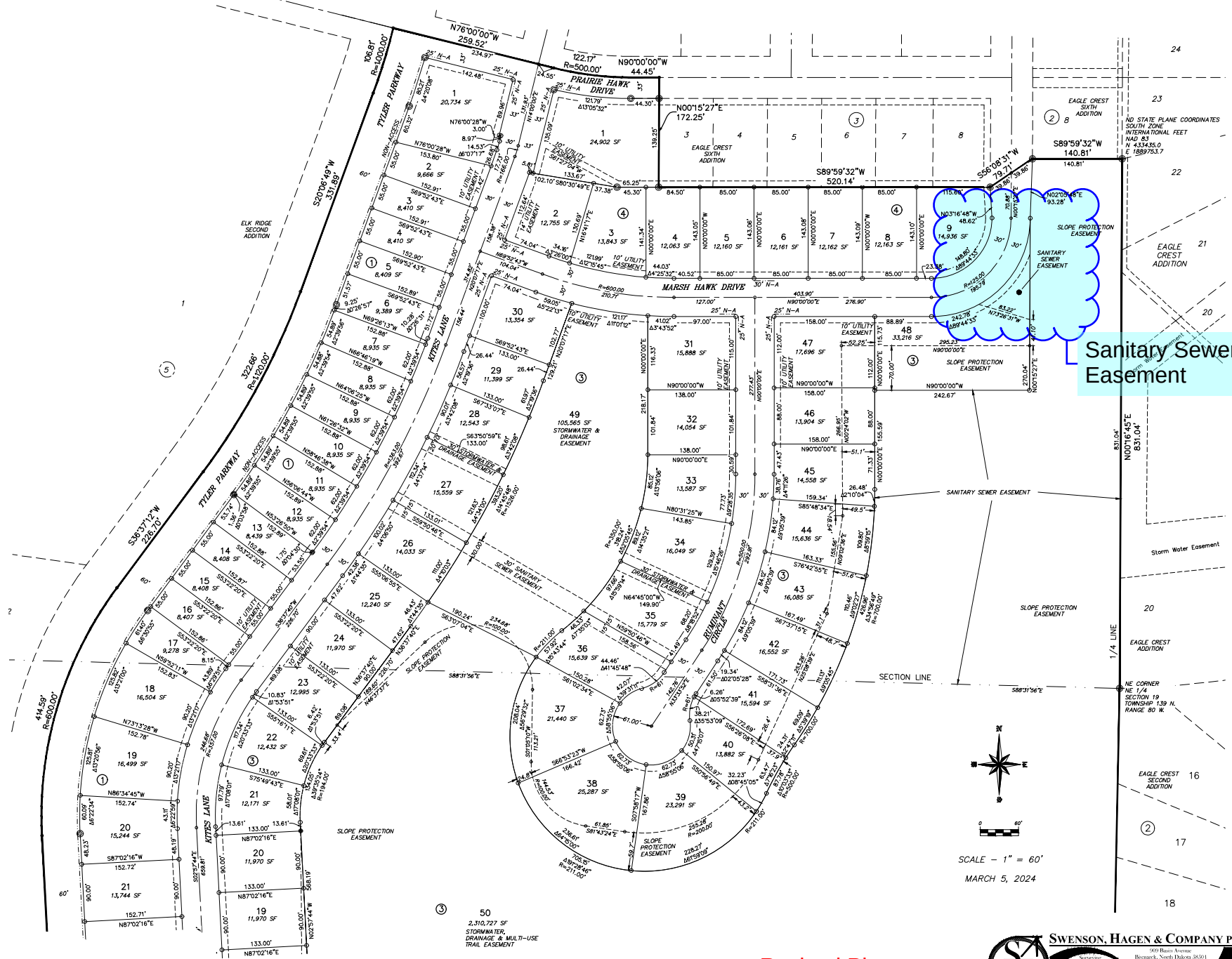
SWENSON, HAGEN & COMPANY P.C.
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Bismarck, North Dakota 58501
jhs@swenson-hagen.com
Phone (701) 225-7800
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Surveying
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Civil Engineering
Landscape & Site Design
Construction Management

Revised Plat

ELK RIDGE THIRD ADDITION

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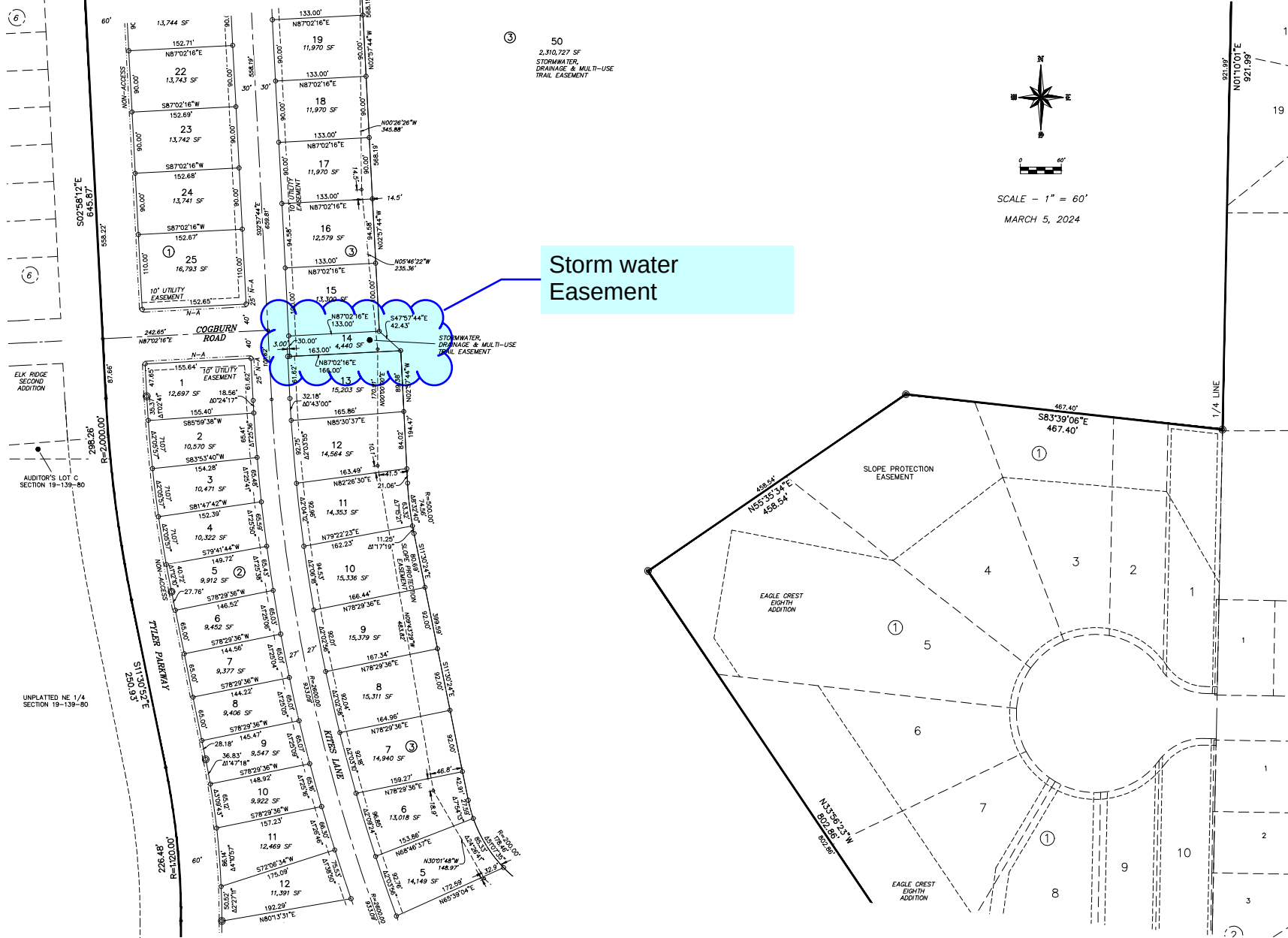


Revised Plat

ELK RIDGE THIRD ADDITION

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OF THE FIFTH PRINCIPAL MERIDIAN

BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA



Storm water
Easement

Revised Plat

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OF THE FIFTH PRINCIPAL MERIDIAN

[illegible]

SWENSON, HAGEN & COMPANY P.C.
 509 Basin Avenue
 Bismarck, North Dakota 58501
 shenag@swensonhagen.com
 Phone (701) 223-2600
 Fax (701) 223-2996



Community Development Department

DATE: April 23, 2024

FROM: Ben Ehreth, Community Development Director

ITEM: Title VI Plan and Program Monitoring per FTA

REQUEST:

The Bismarck-Mandan Metropolitan Planning Organization requests consideration and approval of the Title VI Monitoring Review for 2021, 2022 and 2023.

BACKGROUND INFORMATION:

The Federal Transit Administration (FTA) requires the City of Bismarck, as the grantee and recipient of federal funds, to monitor the use of its federal aid and ensure all federal requirements are met. This monitoring extends to an annual review of the City's and Bis-Man Transit's Title VI plans and processes. FTA requires that the results of the annual monitoring be shared with City Administration and the City Commission. A letter describing the review and findings is enclosed. The letter covers periods for the calendar years of 2021, 2022, and 2023 and was shared with City Administrator, Jason Tomanek on April 5, 2024.

Based on the reviews led by the MPO, the Title VI Programs for the City and Bis-Man Transit appear to be in compliance with FTA's regulations. The MPO suggests that the City's plan include a signature page in a future version of the document. Transit's plan was updated in spring 2024, and the most recent suggested actions have been incorporated into that document. No Title VI complaints, lawsuits or litigations were received during the reporting periods. No additional action is requested of the City regarding its Title VI program.

RECOMMENDED CITY COMMISSION ACTION:

Staff recommends approval of the Title VI Monitoring Reviews for 2021, 2022 and 2023.

STAFF CONTACT INFORMATION:

Ben Ehreth, Community Development Director, 701-355-1842, behreth@bismarcknd.gov
Rachel Lukaszewski, Principal Transportation Planner, 701-355-1852, rlukaszewski@bismarcknd.gov

ATTACHMENTS:

1. Title VI Monitoring Letter



P.O. Box 5503 • 221 North 5th Street
Bismarck, North Dakota 58506
Telephone 701 355 1840
TDD Dial 711
Fax 701 222 6450
Email mpo@bismarcknd.gov
Web www.bismarcknd.gov/mpo

April 5, 2024

Jason Tomanek
Bismarck City Administrator
221 N 5th Street
Bismarck, ND 58506

Reference: Results of Title VI Monitoring for 2021, 2022, and 2023

The Bismarck-Mandan MPO, on behalf of the City of Bismarck, performs monitoring activities for the Grantees' Subrecipient, Bis-Man Transit. These activities occur at various times throughout the year and are intended to ensure the City and Transit effectively meeting Federal Regulations regarding the use of Federal Transit funding.

Title VI Programs for the City and Transit are reviewed annually. Per federal regulations, the governing agents of the Grantee must be made aware of the effectiveness of their Title VI program, any complaints received or infractions occurring under Title VI, and recommendations for program improvements should deficiency be discovered.

Per the 2021 Triennial Review, findings were applied to the City of Bismarck regarding their oversight and monitoring of Title VI program. The MPO has made efforts to remedy this deficiency by implementing an annual monitoring of the City's Title Plan and program, as well as an annual review of Bis-Man Transit's Title VI Plan and program. Going forward, MPO staff will continue facilitating these annual monitoring and will provide a summary letter to City Administration regarding the yearly review. Additionally, the results of the monitoring will be shared with the City Commission a regularly scheduled meeting. These results are being prepared for Commission consideration in late April.

While the summary letter would typically cover only the preceding calendar year, this letter covers monitoring for the last three years. Due to staff leave at the MPO, the review letter and Commission notification were not completed in 2022 or 2023. Therefore, you will find on the following pages, a summary table for the Title VI programs as they existed in 2021, 2022 and 2023.

Sincerely,

A handwritten signature in cursive script, reading "Rachel Lukaszewski".

Executive Director and Assigned DBE Liaison Officer
Bismarck-Mandan MPO

2021 Title VI Monitoring	Date occurred: December 2021/January 2022 Reviewer: Rachel Drewlow
Bis-Man Transit (Subrecipient)	
There were no Title VI complaints or lawsuits to Bis-Man Transit during 2021. No follow-up action was needed by MPO or City staff. Detailed records are stored in the quarterly monitoring files. Bis-Man Transit updated their Title VI Plan in 2020. In 2021, FTA suggested change to this plan in a future update. In keeping with the FTA's notice, the reviewer encourages Transit to include the following items in a future Title VI Plan update. 1. Include a list of public locations where the Notice to the Public is posted. 2. Summarize the public outreach and involvement activities undertaken in the last 3 years. 3. Describe the process used to provide Title VI assistance to vendors/contractors, when needed. 4. As a general practice, continue to maintain records of: ○ How Bis-Man Transit monitors National Express, and other contractors, for Title VI compliance. Title VI public outreach and Title VI involvement activities.	
City of Bismarck (Recipient)	
This was the first self-monitoring review. Reviewer recommends: 1. Updating the City's Title VI plan in 2022 2. Updating the Four Factor Analysis and Language Assistance Plan (LAP) of the City's Title VI Plan once 2020 census data is released. 3. Based on the updated percentages of Limited English Proficiency (LEP) persons currently living in the City—and any subsequent need to provide translated Title VI documents—consider using AI to assist in translating necessary documents. 4. Update the Public Participation Plan (PPP) and include more discussion of how the PPP includes and engaged LEP populations. 5. Ensure signature pages are included in the program.	
Title VI modifications Resulting from the 2021 Review:	
The 2021 Triennial clarified for the City and Transit, that FTA is firstly interested in the carrying out of the City's Title VI program, at least where the program meets the expenditure of FTA funds. Previously, the City had promoted and relied on Bis-Man Transit's Title VI Plan and program. Going forward the City will continue to monitor Transit's Title VI program and ensure that Transit follows federal regulations. However, in 2022 the city will begin revising their Title VI plan and program to better meet FTA's regulations. The updated city plan will be placed in the TrAMS portal. It was determined that Bis-Man Transit will not update their Title VI plan, as suggested by FTA, until the City has finalized their Title VI Plan update.	

2022 Title VI Monitoring	Date occurred: February 2023/ continued, March 2024 Reviewer: Rachel Drewlow (Lukaszewski)
Bis-Man Transit (Subrecipient)	
There were no Title VI complaints or lawsuits to Bis-Man Transit during 2022. No follow-up action was needed by MPO or City staff. Detailed records are stored in the quarterly monitoring files. In 2022, Bis-Man Transit was advised by the DBELO to pursue their Title VI Plan update after the City has completed their COB update. Since the update was ongoing though out the calendar year, Transit did not update their Plan in 2022. In keeping with FTA's suggested Title VI updates, the reviewer encourages Transit to include the following items in the suggested 2023 Title VI Plan update. 1. Include a list of public locations where the Notice to the Public is posted. 2. Summarize the public outreach and involvement activities undertaken in the last 3 years. 3. Describe the process used to provide Title VI assistance to vendors/contractors, when needed. 4. As a general practice, continue to maintain records of: ○ How Bis-Man Transit monitors National Express, and other contractors, for Title VI compliance. ○ Title VI public outreach and Title VI involvement activities. ○ Update the Language Assistance Plan (LAP) portions of the Title VI plan to match any Limited English Proficiency (LEP) changes resulting from the 2020 decennial census results.	
City of Bismarck (Recipient)	
This was the second year of self-monitoring review but was delayed a full year, until March 2024, due to staff leave. The review limited it focused on the calendar year of 2022. However, no recommendations are provided in this report. Instead, recommendations are being included with the report for the 2023 calendar year.	
Title VI Modifications Resulting from the 2022 Review:	
The City pursued their Title VI update thru 2022, and into 2023. Transit held off on their update.	

2023 Title VI Monitoring	Date occurred: March 2024 Reviewers: Paulette Jacobsen, Rachel Lukaszewski, Leanne Schmidt, Breann Schauer
Bis-Man Transit (Subrecipient)	
There were no Title VI complaints or lawsuits to Bis-Man Transit during 2023. No follow-up action was needed by MPO or City staff. Detailed records are stored in the quarterly monitoring files. Reviewer recommends: 1. Continuing in 2023, the procurement process at Transit, and all FTA Grants passed from the City to Transit, included Title VI contract clauses that were develop by the City to comply with FTA regulations. 2. Bis-Man Transit has been advised by the DBELO to pursue their Title VI Plan update after the City has completed their COB update. This would place Transit's update in 2024. In keeping with FTA's suggested Title VI updates, the reviewer encourages Transit to include the following items in the suggested 2024 Title VI Plan update. Include a list of public locations where the Notice to the Public is posted. 3. Summarize the public outreach and involvement activities undertaken in the last 3 years. 4. Describe the process used to provide Title VI assistance to vendors/contractors, when needed. 5. As a general practice, continue to maintain records of: ○ How Bis-Man Transit monitors National Express, and other contractors, for Title VI compliance. ○ Title VI public outreach and Title VI involvement activities. ○ Update the Language Assistance Plan (LAP) portions of the Title VI plan to match any Limited English Proficiency (LEP) changes resulting from the 2020 decennial census results. Results are expected to be released on December 29, 2022.	
City of Bismarck (Recipient)	
This was the third year of self-monitoring. MPO staff successfully include Human Resource Staff in the review. The City's Title VI plan had been updated and approved by City Commission in September of 2023. The monitoring occurred on this updated plan. Suggestions include: 1. Ensure signature pages are included in the Title VI plan. 2. The MPO realized that it need greater checks and due diligence to carry out annual Title VI monitoring. Bis-Man MPO staff has this activity in its monitoring checklist and has designated staff to perform monitoring with city HR and Bis-Man Transit on an annual basis. It is hoped that this will ensure the annual monitoring occurs in a timely manner in the future.	
Title VI Modifications Resulting from the 2023 Review:	
None implemented yet. This will be reported in the capstone for the review of the 2024 calendar year, to be prepped in 2025.	



Engineering Department

DATE: April 23, 2024

FROM: Gabe Schell, City Engineer

ITEM: Development Agreement with HD Partners, LLP.

REQUEST:

Consider approval of the Development Agreement with HD Partners, LLP.

BACKGROUND INFORMATION:

HD Partners, LLP is expanding their existing commercial property on a single parcel in south Bismarck located in the northeast quadrant of Airway Avenue and Grumman Lane. A 4,200 sf addition will be added to the existing 16,800 sf building. There is approximately 6,000 feet of Airway Avenue that is currently constructed as a ditch section roadway, of which approximately 650 feet is adjacent to the HD Partners site. See attached Exhibit 1.

The City of Bismarck's development policy would require that Airway Avenue adjacent to HD Partners site be constructed to the current City standard as part of this development. However, without adequate petitions for the remainder of Airway Avenue, the reconstruction would not take place at this time.

This development agreement, along with a companion petition for street improvements, allows the developer to forego the improvement of Airway Avenue at this time until such time that the City receives additional petitions from other properties adjacent to the unimproved Airway Avenue.

RECOMMENDED CITY COMMISSION ACTION:

Approve the Development Agreement with HD Partners, LLP.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

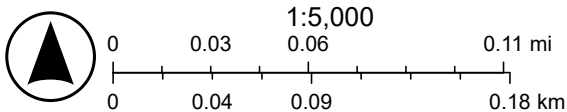
1. Location Map
2. Petition and Development Agreement

HD Partners, LLP - 1509 Grumman Lane



4/15/2024

EXHIBIT 1



Maxar, Esri Community Maps Contributors, City of Bismarck, State of North Dakota, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,

PETITION FOR PERMANENT STREET IMPROVEMENT

DATE: 18 Mar 2024

To the Honorable Board of City Commissioners
Bismarck, North Dakota
Commissioners:

The undersigned owners of the property liable to be assessed for the improvement respectfully petition your Honorable Board to have permanent street improvements completed on:

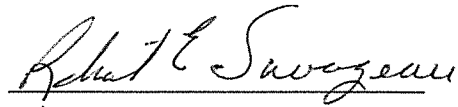
Airway Avenue – from Airport Road and Northern Plains Drive

It is agreed that the necessary permanent street improvements be completed following the installation of the necessary water and sewer service line stubouts by the abutting property owner(s) and that 100% of the paving cost of said permanent street improvements be assessed to or other funding arrangements made by the benefitted property according to the Current Development Costs Policy. For parcels not zoned residential, 40% of the permanent street improvement cost will be prepaid by the benefitted petitioned property. It is agreed that 100% of any temporary street improvements shall be prepaid by the benefited petitioned property.

PROPERTY DESCRIPTION

Lot 3 and the west 187' of lot 4, Block 4,
Trillium 4th Addition to the City of Bismarck,
Burleigh County, North Dakota

SIGNATURE (Property Owner/s)



Robert Savageau
Managing Partner
HD Partners LLP

For City Engineer Use Only

Approved by Gabe J. Schell, PE
City Engineer, Bismarck, ND

3-18-24
Date

Above this line used for recordation purposes only.

DEVELOPMENT AGREEMENT

The City of Bismarck (the "City") and HD Partners LLP (the "Owner") make this Development Agreement with regard to the development of a parcel (the Property) located in Bismarck, North Dakota and described as follows:

Lot 3 and the west 187' of lot 4, Block 4, Trillium 4th Addition to the City of Bismarck, Burleigh County, North Dakota

The Owner desires to develop this Property for commercial use. The Property is located east of Grumman Lane and north of Airway Avenue. The city would normally require the improvement of Airway Avenue adjacent to the site at the time of the development of the Property. The parties are in agreement that the improvement of Airway Avenue adjacent to the Property is not necessary for the further development of the site at this time and can be delayed until such time as the City receives a petition to improve Airway Avenue from any Property located on Airway Avenue between Airport Road and Northern Plains Drive.

In exchange for the City's agreement to delay the requirement of the improvement of Airway Avenue between Airport Road and Northern Plains Drive, the parties agree as follows:

1. The City will approve the site plan and issue building permits in its normal course of business. Prior to such approvals or permits being issued, the Owner will execute and deliver a petition for the improvement of Airway Avenue for that portion adjacent to the Property. The petition will be conditioned that it will be deemed to be submitted upon the receipt of another valid petition for improvement of any portion of Airway Avenue between Airport Road and Northern Plains Drive. By entering into this Agreement, the Owner also agrees to waive their right to protest a special assessment district formed to Airway Avenue that includes the roadway between Airport Road and Northern Plains Drive. This agreement will be placed of record in the title for the Property, and all successors in interest agree to waive their right to protest the special assessment district under N.D.C.C. Ch 40-22 by accepting delivery of title. The City also agrees that in order to activate the petition, any

project for the improvement of Airway Avenue between Airport Road and Northern Plains Drive must include the entire width of the roadway.

2. It is the intention of the parties that this Agreement will run with the land as to the parcels within the plat and that the Owner will have the obligation to inform any successor in interest of the terms of this Agreement and the successor's obligation to abide by this Agreement and include compliance with this Agreement as a condition in any written instrument of conveyance of real property for the site.
3. 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 this agreement.

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

Dated this 18th day of Mar, 2024

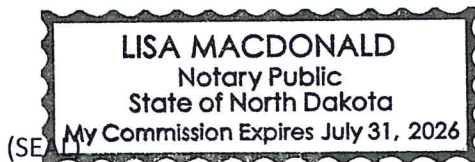
Robert E Savageau
Robert Savageau
Managing Partner
HD Partners LLP

STATE OF NORTH DAKOTA)

) ss.

COUNTY OF BURLEIGH)

On this 18th day of March, 2024, before me personally appeared Robert Savageau, 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.



Lisa MacDonald
Notary Public
State of North Dakota

Dated this _____ day of _____, 2024

Michael T. Schmitz
President, Board of City Commissioners

Attest: _____
Jason Tomanek
City Administrator

[illegible]

On this _____ day of _____, 2024, before me personally appeared Michael T. Schmitz and Jason Tomanek, 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)



Engineering Department

DATE: April 23, 2024

FROM: Gabe Schell, City Engineer

ITEM: Development Agreement with HD Real Estate Investments, Inc.

REQUEST:

Consider approval of Development Agreement with HD Real Estate Investments, Inc.

BACKGROUND INFORMATION:

HD Real Estate Investments, Inc is developing a single parcel in south Bismarck located in the northwest quadrant of Airway Avenue and Burlington Drive. A 6,700 sf office building will be constructed as part of this project. There is approximately 6,000 feet of Airway Avenue that is currently constructed as a ditch section of roadway, of which approximately 285 feet is adjacent to the HD Real Estate Investment site. See attached Exhibit 1.

The City of Bismarck's development policy would require that Airway Avenue adjacent to the HD Real Estate Investments site be constructed to the current City standard as part of this development. However, without adequate petitions for the remainder of Airway Avenue, the reconstruction would not take place at this time.

This development agreement, along with a companion petition for street improvements, allows the developer to forego the improvement of Airway Avenue at this time until such time that the City receives additional petitions from other properties adjacent to the unimproved Airway Avenue.

RECOMMENDED CITY COMMISSION ACTION:

Approve the Development Agreement with HD Real Estate Investments, Inc.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

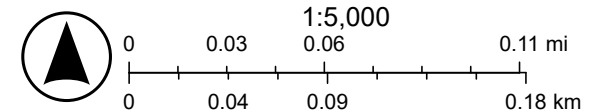
1. Location Map
2. Petition and Development Agreement

HD Real Estate Investments Inc - 1416 Burlington Dr & 3002 Airway Ave



4/15/2024

EXHIBIT 1



Maxar, Esri Community Maps Contributors, City of Bismarck, State of North Dakota, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,

PETITION FOR PERMANENT STREET IMPROVEMENT

DATE: 3.18.24

To the Honorable Board of City Commissioners
Bismarck, North Dakota
Commissioners:

The undersigned owners of the property liable to be assessed for the improvement respectfully petition your Honorable Board to have permanent street improvements completed on:

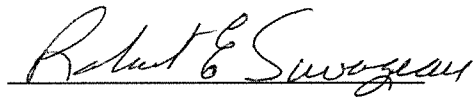
Airway Avenue – from Airport Road and Northern Plains Drive

It is agreed that the necessary permanent street improvements be completed following the installation of the necessary water and sewer service line stubouts by the abutting property owner(s) and that 100% of the paving cost of said permanent street improvements be assessed to or other funding arrangements made by the benefitted property according to the Current Development Costs Policy. For parcels not zoned residential, 40% of the permanent street improvement cost will be prepaid by the benefitted petitioned property. It is agreed that 100% of any temporary street improvements shall be prepaid by the benefited petitioned property.

PROPERTY DESCRIPTION

Lot 4 less the west 187', Block 4,
Trillium 4th Addition to the City of Bismarck,
Burleigh County, North Dakota

SIGNATURE (Property Owner/s)



Robert Savageau
Managing Partner
HD Real Estate Investments Inc.

For City Engineer Use Only

Approved by Gabe J. Schell, PE
City Engineer, Bismarck, ND

Date

Above this line used for recordation purposes only.

DEVELOPMENT AGREEMENT

The City of Bismarck (the "City") and HD Real Estate Investments Inc. (the "Owner") make this Development Agreement with regard to the development of a parcel (the Property) located in Bismarck, North Dakota and described as follows:

Lot 4 less the west 187', Block 4, Trillium 4th Addition to the City of Bismarck, Burleigh County, North Dakota

The Owner desires to develop this Property for commercial use. The Property is located on the west side of Burlington Drive and north of Airway Avenue. The city would normally require the improvement of Airway Avenue adjacent to the site at the time of the development of the Property. The parties are in agreement that the improvement of Airway Avenue adjacent to the Property is not necessary for the further development of the site at this time and can be delayed until such time as the City receives a petition to improve Airway Avenue from any Property located on Airway Avenue between Airport Road and Northern Plains Drive.

In exchange for the City's agreement to delay the requirement of the improvement of Airway Avenue between Airport Road and Northern Plains Drive, the parties agree as follows:

1. The City will approve the site plan and issue building permits in its normal course of business. Prior to such approvals or permits being issued, the Owner will execute and deliver a petition for the improvement of Airway Avenue for that portion adjacent to the Property. The petition will be conditioned that it will be deemed to be submitted upon the receipt of another valid petition for improvement of any portion of Airway Avenue between Airport Road and Northern Plains Drive. By entering into this Agreement, the Owner also agrees to waive their right to protest a special assessment district formed to Airway Avenue that includes the roadway between Airport Road and Northern Plains Drive. This agreement will be placed of record in the title for the Property, and all successors in interest agree to waive their right to protest the special assessment district under N.D.C.C. Ch 40-22 by accepting delivery of title. The City also agrees that in order to activate the petition, any

project for the improvement of Airway Avenue between Airport Road and Northern Plains Drive must include the entire width of the roadway.

2. It is the intention of the parties that this Agreement will run with the land as to the parcels within the plat and that the Owner will have the obligation to inform any successor in interest of the terms of this Agreement and the successor's obligation to abide by this Agreement and include compliance with this Agreement as a condition in any written instrument of conveyance of real property for the site.
3. 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 this agreement.

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

Dated this 18th day of March, 2024

Robert E. Savageau

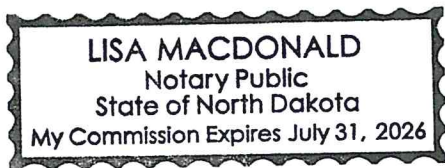
Robert Savageau
Managing Partner
HD Real Estate Investments Inc.

STATE OF NORTH DAKOTA)

) ss.

COUNTY OF BURLEIGH)

On this 18th day of March, 2024, before me personally appeared Robert Savageau, 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.



Lisa MacDonald

Notary Public
State of North Dakota

(SEAL)

Dated this _____ day of _____, 2024

Michael T. Schmitz
President, Board of City Commissioners

Attest: _____
Jason Tomanek
City Administrator

[illegible]

On this _____ day of _____, 2024, before me personally appeared Michael T. Schmitz and Jason Tomanek, 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)



Engineering Department

DATE: April 23, 2024

FROM: Gabe Schell, City Engineer

ITEM: Encroachment Agreement - 630 E Main Avenue

REQUEST:

Consider approval of an encroachment and waiver agreement with 630 Main Partners, LLC for signs projecting into and overhanging the right of way.

BACKGROUND INFORMATION:

630 Main Partners, LLC is requesting an encroachment agreement to install signs projecting into and overhanging the right of way at 630 Main Avenue for their tenant, Insomnia Cookies. The Encroachment Committee has reviewed the agreement and recommends approval of the agreement.

RECOMMENDED CITY COMMISSION ACTION:

Approve agreement and waiver with 630 Main Partners, LLC for signs projecting into and overhanging the right of way.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Agreement
2. Sign Drawings

ENCROACHMENT AGREEMENT AND WAIVER

The City of Bismarck hereby grants 630 Main Partners, LLC (Grantee) the right to install and maintain a privately-owned signs & hardware (Encroachments) attached to the building face overhanging the right-of-way at 630 E Main Avenue, Bismarck, Burleigh County, North Dakota 58501, as shown on the attached exhibit. Exhibit will be stored with the original signed document in the Engineering Department, subject to the following conditions:

1. The Grantee shall maintain the Encroachment and comply with all rules regarding maintenance of the Encroachment in the public right of way as set by the City Engineer.
2. The term of this grant shall be for Five (5) years and shall continue thereafter from year to year. The City may cancel this grant at any time after the initial five-year term upon six months' written notice to the Grantee.
3. The Grantee shall maintain a minimum of eight (8) feet or ninety-six (96") inches of unobstructed space between the lowest point of the encroachments and the top of the highest point in the sidewalk below the encroachment.
4. Upon the end of the term or prior abandonment of the Encroachment by the Grantee, the Grantee shall, at its own expense, remove the Encroachment and restore the right of way to its original condition, if so required by the City.
5. For and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, in exchange for the City's permission to operate and encroachments in the right-of-way, Grantee agrees to release the City, its assigns, or other franchised utilities from and waive any and all claims relating to signs, but not limited to, damages arising from damage to the encroachments, loss of business, or other personal injury or property damage resulting from damage to the signs by the City, its assigns, or other franchised utilities. Grantee agrees that it is using the public right-of-way at its own risk. Grantee shall not look to the City, its assigns, or other franchised utilities to pay for any expense or damage to the encroachments by the City, its assigns, or other franchised utilities. Grantee agrees that it will hold harmless and indemnify the City, its assigns, or other franchised utilities from any and all claims in any way resulting from the placement of the encroachments in the public right-of-way. In the event the City is required to perform maintenance or construction on the right-of-way at the location of the encroachments, Grantee shall cooperate with the City in temporarily protecting the signs and accommodating the City's project, at Grantee's sole expense.
6. In the event of the commission of any breach of the terms of this Agreement by a party, the non-breaching party may cause this Agreement to be terminated on ten (10) days written notice. All obligations contained in paragraphs 4 and 5 will survive the termination of this Agreement, including but not limited to, the restoration of the property to the original condition.

Print Name & Title
630 Main Partners, LLC

Signature

Address

Date

Gabe Schell, P.E.
City Engineer

Date

Jason Tomanek
City Administrator
Bismarck

Michael T. Schmitz, President
Bismarck City Commission

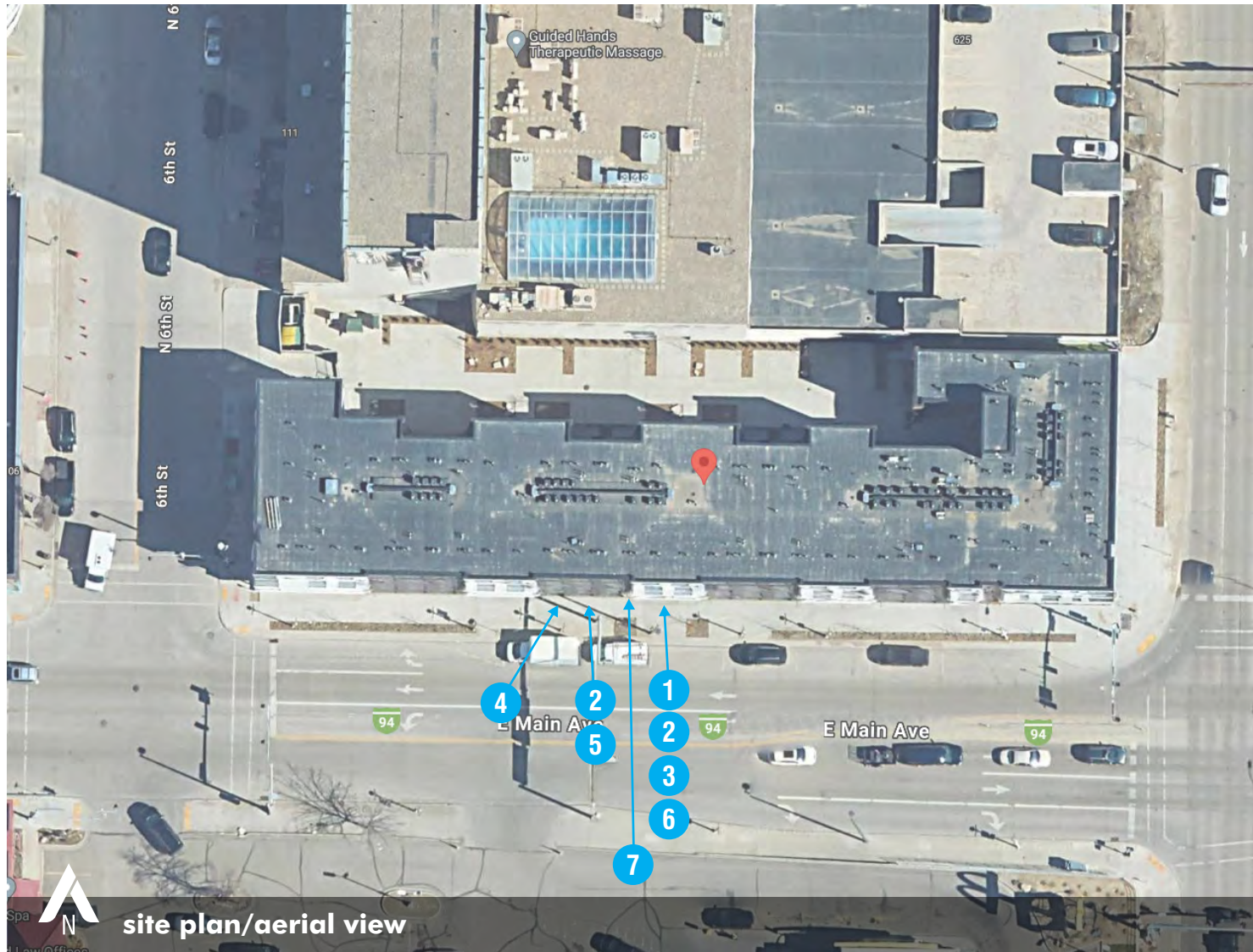
Date



exterior
sign package

630 East Main Ave.
Bismarck, ND 58501
Version 5 // April 5th, 2024





drawing approval

Reviewed By: _____ Date: _____

☐ Approved ☐ Approved As Noted ☐ Not Approved, Revise As Noted

revisions				
REV#	DATE	REVISION NOTES:	BY	SHEET#
1	1.29.24	Revise per comments	AR	various
2	2.20.24	add additional window vinyl	AR	1,3,5
3	2.23.24	add WCD graphic, add faux neon window signs	AR	various
4	2.26.24	add illuminated blade sign	AR	3,10
5	4.5.24	Revise height above grade for blade sign	AR	

scope of work

EXISTING SIGNS		Sq Ft	PROPOSED SIGNS		Sq Ft	Special Instructions
			FRONT ELEVATION			
E1	-		S1	Face Lit Channel Letters on Raceway	23.9	
			S2	Window Vinyl Package	61.2	
			S3	Faux Neon Window Sign	4.0	
			S4	Faux Neon Window Sign	2.0	
			S5	Faux Neon Window Sign	2.7	
			S6	Faux Neon Window Sign	3.7	
			S7	Illuminated Blade Sign	4.0	
			Allowed SF: - 148.5		Total SF 101.5	

symbols key

 New Power to Sign Req'd.	 Remain As-Is	 Remove	 Relocate Existing
--	--	--	---

CODE INFORMATION

- Wall signs: Allowable sq. ft - 2.5 sq. ft. per linear ft. of building frontage
- Window Graphics and faux neon signs count towards allowable sq. ft.

Allowable Sq. ft Calculation: 59'-5" x 2.5 = 148.5 allowable sq. ft.

building elevations

1 Face Lit Channel Letters
(23.9 sq. ft.)

59'-5"

storefront elevation (left of entrance)

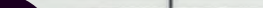
Note:
Need to relocate existing banner sign prior to installing blade sign

Illuminated faux neon hanging window sign (3.7 sq. ft.)

D/F Illuminated Blade Sign
(4.0 sq. ft.)

6

Bottom align
to top of window

The logo for 'insomnia cookies' features a circular icon on the left containing a crescent moon and stars, and the text 'insomnia cookies' in a bold, lowercase, sans-serif font to its right.

22

13'-11 1/2"

storefront elevation

2.3 Window Vinyl Package (cont'd)

4 Illuminated faux neon hanging window sign (2.0 sq. ft.)

5 Illuminated faux neon hanging window sign (2.7 sq. ft.)

Illuminated faux neon
hanging window sign
(4.0 sq. ft.)

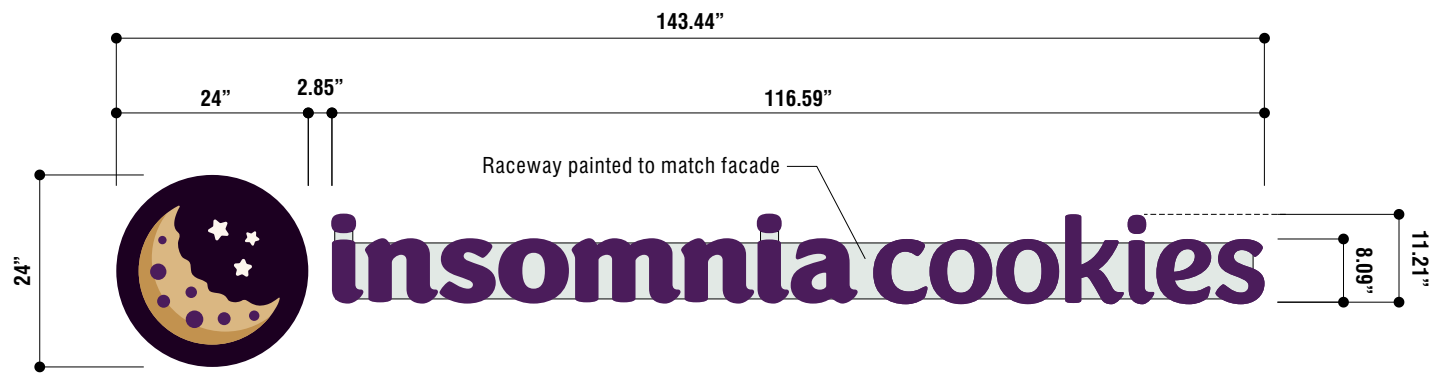
3

2.2 Window Vinyl Package (cont'd)

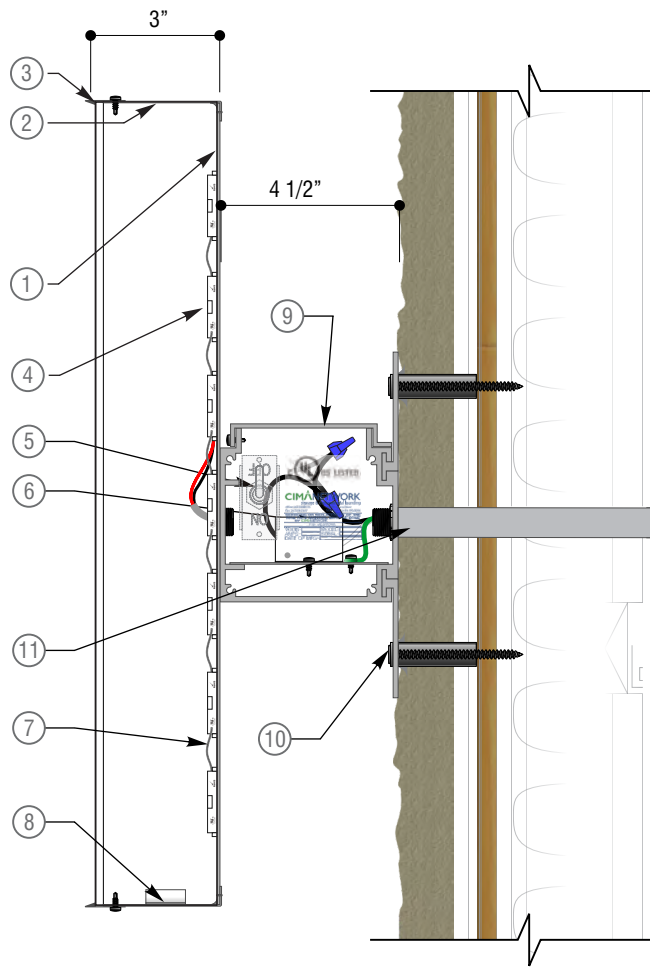
2.1 Window Vinyl Package (61.2 sq. ft.)

2.4 Window Vinyl Package (cont'd)

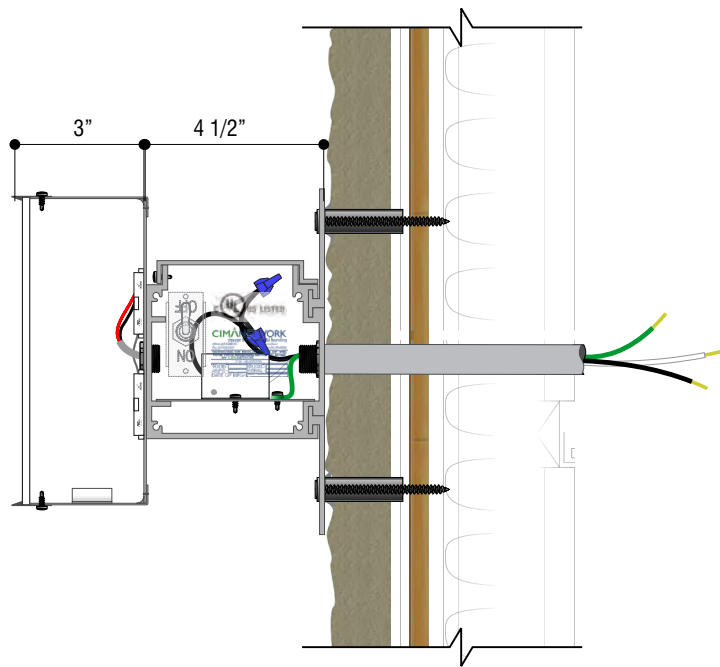
sign 1: face-lit letters w/ raceway (light wall) - qty. 1



1.1 face-lit raceway letters: horizontal signature
scale: 1/2" = 1'-0" 23.9 sf



1.2 face-lit logo
vertical section detail
scale: 3" = 1'-0"



1.3 face-lit logo
vertical section detail
scale: 3" = 1'-0"

specifications

- Colors & Finishes**
- Logo Face:** 3-Layer (Color White Color) Digital Print
 - Logo Returns & Trim:** Paint Logo Returns & Trim Midnight Purple (PMS 276C)
 - Letter Returns & Trim:** Paint Letter Returns & Trim SW Insomnia Purple
 - Letter Faces:** 3m Vinyl Printed to Match PMS 2627C
 - Raceway:** Paint raceway to match building color (Site Specific)

- Backs:**
- 3mm Thk. Pre-Finished Black/White Aluminum Sheet routed out / *White* (interior) & to be painted as noted to match faces; electrical holes to accommodate wall buster

- Returns:**
- .040" Thk. Aluminum Coil formed w/ *White* (interior) to be painted as noted to match faces; assembled to backs w/ mechanical staples & silicone based adhesive to prevent water penetration & light leaks.

- Faces/Retainers:**
- 1/8" or 3/16" #2447 white Acrylic letter faces w/ first surface 3-Layer (Color White Color) Digital Print, chemically bonded to 3/4" "Jewelrite" aluminum reinforced, trimcap retainer w/ Weld-on #4 & #16; fastened to returns #8 truss head, self-drilling, self-tapping screws; painted to match returns. *Final fastener qty & location determined @ time of fabrication.*

- Lighting / Electrical:**
- Hanley Phoenix PF-2030 7000K LED Modules. (HLED-PF2030WP)
 - LED Power Supply
 - Cima Network's Manufacture Label & Input/Current Rating Label to be Permanent & applied in a Visible Location during Service, in accordance w/ NEC 600.4(A).
 - 12V Secondary-circuit, listed Class 2, **18/2 plenum rated wire** suitable for damp/wet locations in accordance w/ NEC 600.12, 725.3(L). All secondary wires are to be labeled @ terminal & junction locations for serviceability per NEC 725.30.
 - 1/4" Ø weep holes req'd. w/ .040" thk. brake-bent baffle assembled to inside of return; @ all low points or isolated sections of the sign w/ no external obstructions in accordance w/ NEC 600.9(D).
 - Extruded Raceway Enclosure. **Body: 24-63-156, Lid: 24-63-157, End Caps: 21-00-928.**

- Install:**
- #10 x 4" long non-corrosive fastener w/ washer into provided blocking. w/ 1/2" O.D. non-corrosive anti-crush sleeve.
 - UL listed "Paige" Wall Buster through 9/16" Ø hole drilled through facade.

- General Contractor Note:**
- 120V/20 amp maximum supply circuit, housed within J/B; Provided by G.C. Prior to Signage Installation.

- Installer Note:**
- Liquid-tite conduit to supply power to power supply enclosure to primary supply J/B.

- Building Owner Note:**
- Responsible for maintaining sealant @ all penetrations.

EST. ELECTRICAL LOAD	ELECTRICAL REQUIREMENTS
(3.3) Amps @120 Volts	(1) 20 Amp/120 Volt Circuits

Colors For Print:					
insomnia cookies					
PMS 2627C					
outer space	cookie moon	cookie shadow	cookie chips	stars	
PMS 276C	PMS 467C	PMS 465C	PMS 2627C	PMS 663C	

sign 2: window vinyl package

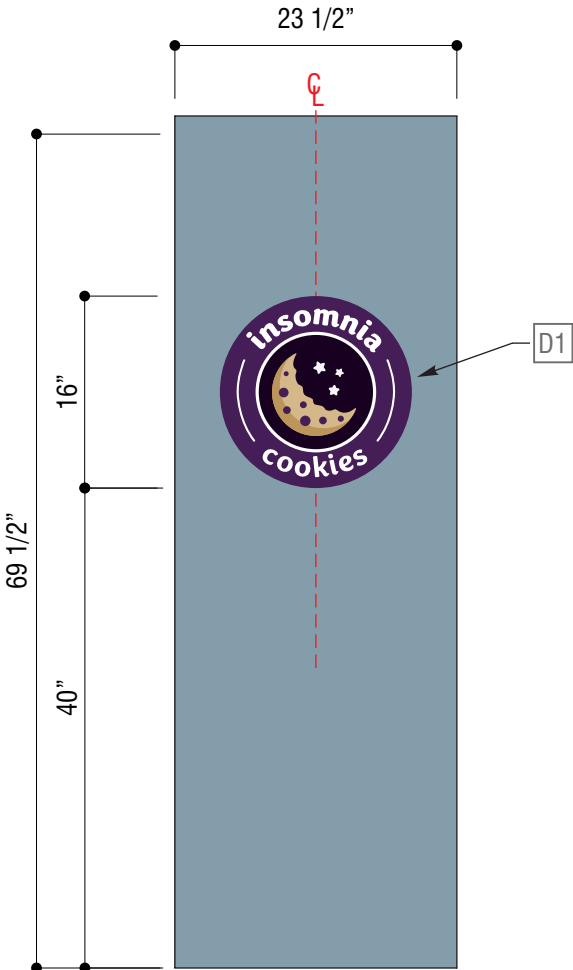
specifications

Colors & Finishes
D1 1-Layer Digital Print
V1 PMS 663 C on White Opaque Vinyl (Diecut from material)

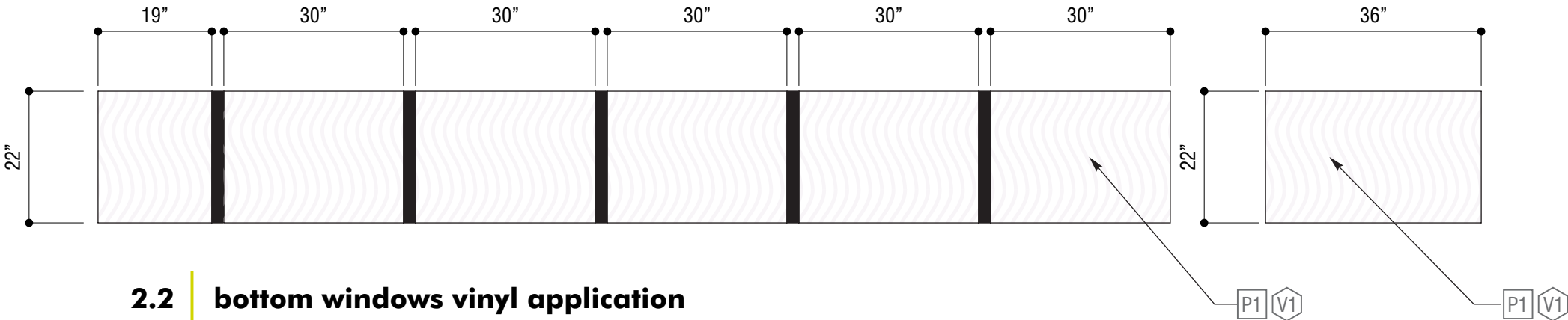
Face:
1. P1 3M Opaque White Vinyl 7725-10

Notes:
- Follow layout mockups created by Insomnia Cookies for each site individually
- All Window Vinyl Applications Applied **Second Surface** to Storefront Glass

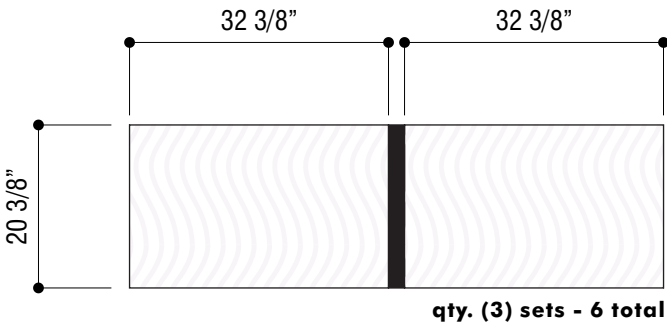
2.1 entrance door vinyl application
scale: 3/4" = 1'-0"
1.8 sf



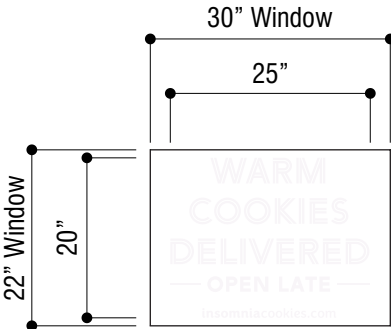
2.2 bottom windows vinyl application
scale: 1/2" = 1'-0"
31.3 sf



2.3 bottom windows vinyl application
scale: 1/2" = 1'-0"
4.4 sf



2.4 middle window vinyl application
scale: 1/2" = 1'-0"
3.5 sf



Colors For Print:						
		outer space	cookie moon	cookie shadow	cookie chips	stars
						
PMS 2627C	PMS 276C	PMS 467C	PMS 465C	PMS 2627C	PMS 663C	

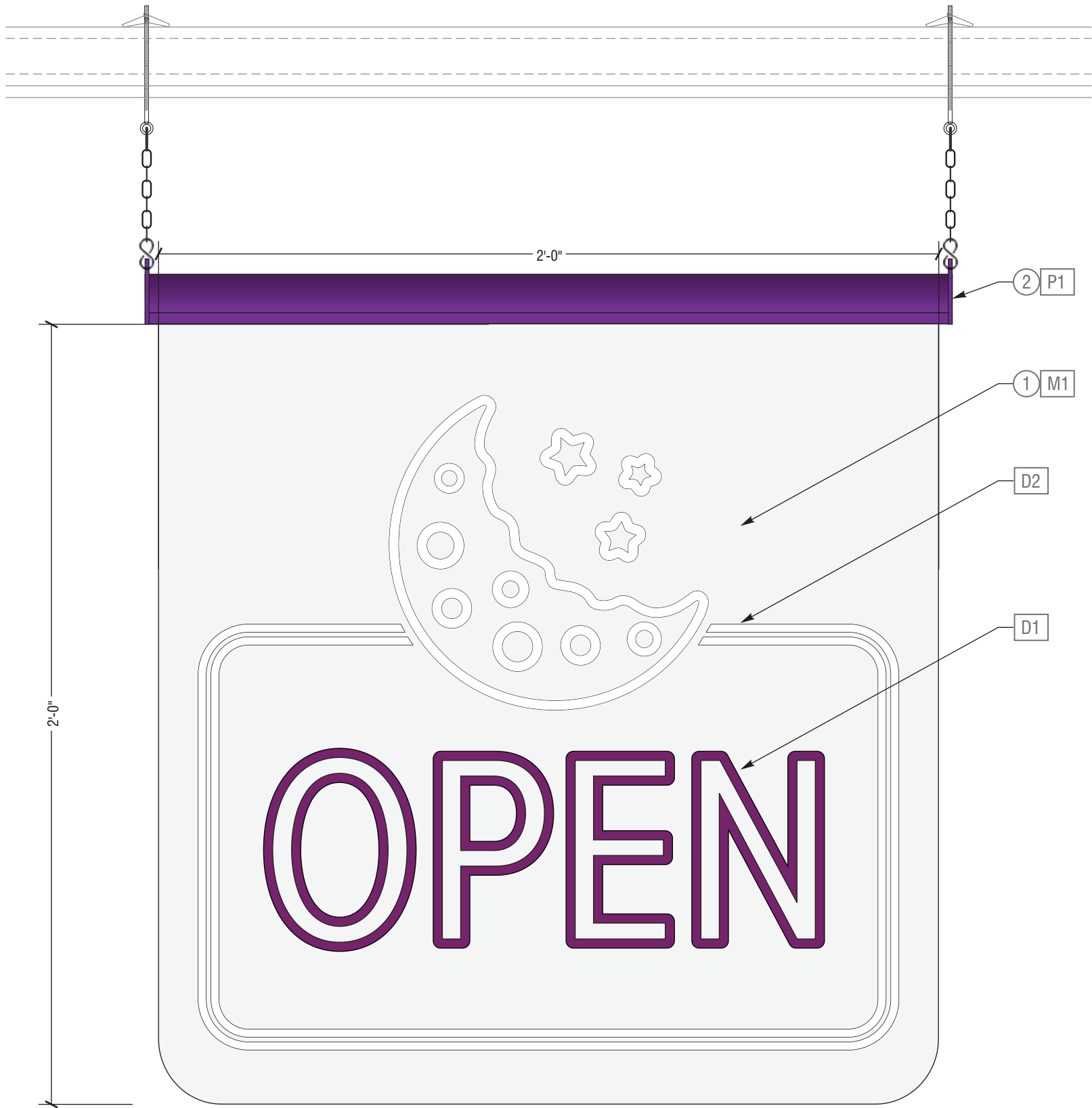
sign 3: faux neon window sign

specifications

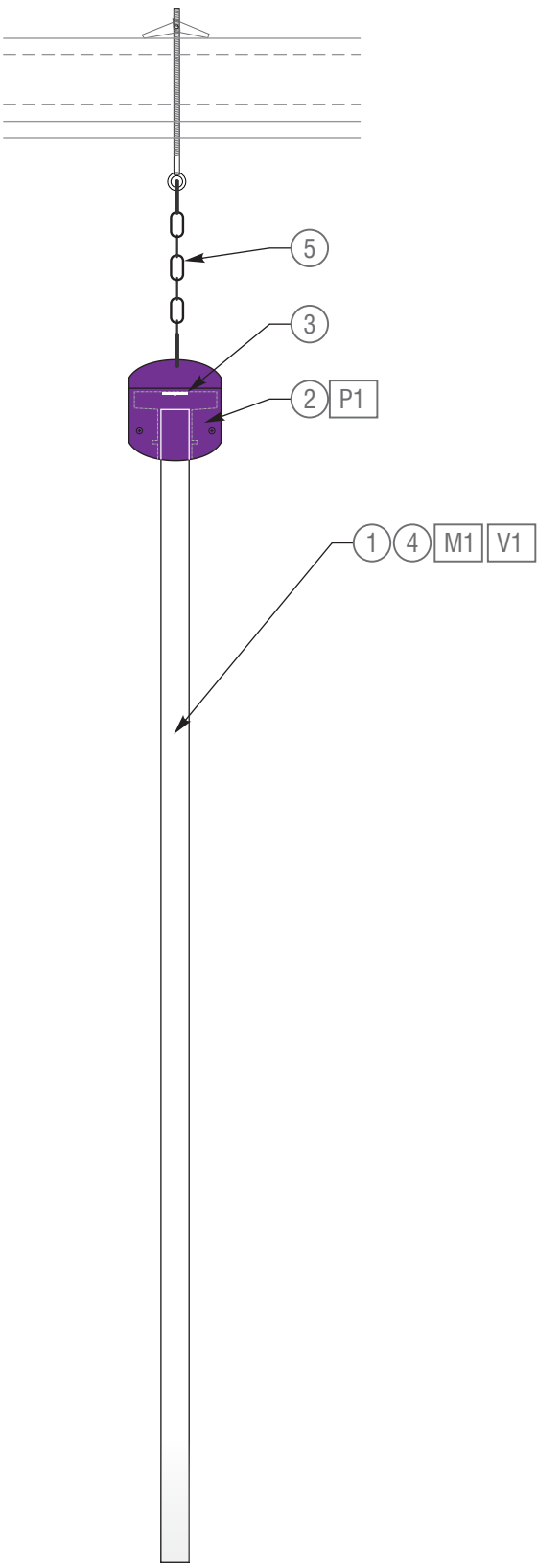
- Colors & Finishes**
- M1. ☒ **Background:** 1/2" Clear Acrylic
 - P1. ☒ **Bracket:** SW Insomnia Purple PMS 2627C Custom Match
 - D1. ☒ **Direct Digital Print:** PMS 255C Purple (2nd Surface)
 - D2. ☐ **Direct Digital Print:** PMS WhiteC (2nd Surface)
 - V1. ☐ **Vinyl:** White 3630-20 (on Edge)

- Sign Construction**
- Background:** 1/2" Thick Clear Acrylic
 - Bracket:** 1996 Sign Comp Extrusion Painted P1 with Custom 1/8" Aluminum End Caps Painted P1. Secure with Countersunk Screws, exposed areas Painted P1
 - Electrical:** Bitro LED Light Tape BT-1047-V24BWGS. Plug in 24V 1.5 Amp 36 Watt Power Supply
 - Perimeter:** Applied Translucent White Vinyl
- Installation Hardware**
- Hardware:** Chain and S Hooks attached to sign bracket, to attach to snap toggle with eye bolt at ceiling.

- Building Conditions**
- Ceiling:** TBD



3.1 illuminated edge-lit hanging window sign
scale: 3" = 1'-0"
4.0 sf



3.2 side view
scale: 3" = 1'-0"

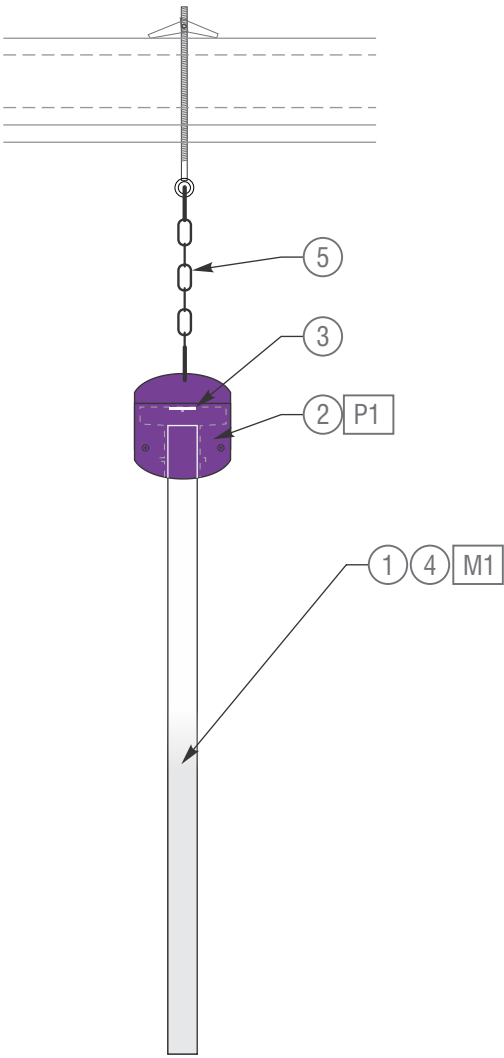
- Colors & Finishes**
- M1. Background: 1/2" Clear Acrylic
 - P1. Bracket: SW Insomnia Purple PMS 2627C Custom Match
 - V1. Vinyl: Olympic Blue 3630-57(2nd Surface)
 - V2. Vinyl: White 3630-20 (2nd Surface)

- Sign Construction**
1. **Background:** 1/2" Thick Clear Acrylic
 2. **Bracket:** 1996 Sign Comp Extrusion Painted P1 with Custom 1/8" Aluminum End Caps Painted P1. Secure with Countersunk Screws, exposed areas Painted P1
 3. **Electrical:** Bitro LED Light Tape BT-1047-V24BWGS. Plug in 24V 1.5 Amp 36 Watt Power Supply
 4. **Perimeter:** Applied Translucent White Vinyl
- Installation Hardware**
5. **Hardware:** Chain and S Hooks attached to sign bracket, to attach to snap toggle with eye bolt at ceiling.

- Building Conditions**
6. **Ceiling:** TBD



4.1 illuminated edge-lit hanging window sign
scale: 3" = 1'-0"
2.0 sf



4.2 side view
scale: 3" = 1'-0"

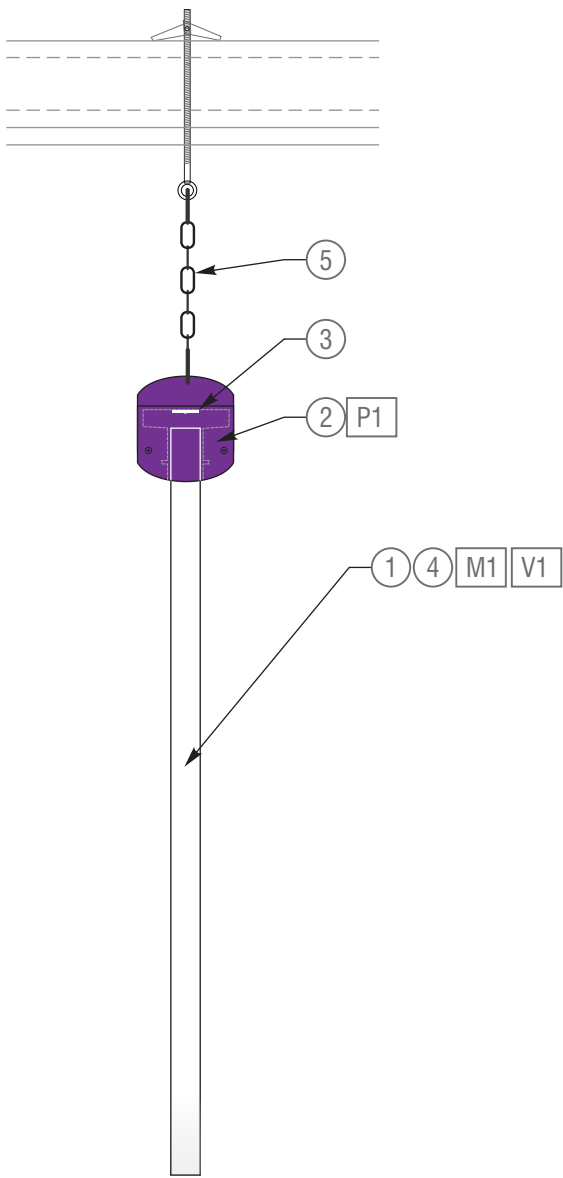
- Colors & Finishes**
- M1. Background: 1/2" Clear Acrylic
 - P1. Bracket: SW Insomnia Purple PMS 2627C Custom Match
 - D1. Direct Digital Print: PMS 255C Purple (2nd Surface)
 - D2. Direct Digital Print: PMS 320C Blue (2nd Surface)
 - D3. Direct Digital Print: PMS Warm RedC (2nd Surface)
 - V1. Vinyl: White 3630-20 (on Edge)

- Sign Construction**
1. **Background:** 1/2" Thick Clear Acrylic
 2. **Bracket:** 1996 Sign Comp Extrusion Painted P1 with Custom 1/8" Aluminum End Caps Painted P1. Secure with Countersunk Screws, exposed areas Painted P1
 3. **Electrical:** Bitro LED Light Tape BT-1047-V24BWGS. Plug in 24V 1.5 Amp 36 Watt Power Supply
 4. **Perimeter:** Applied Translucent White Vinyl
- Installation Hardware**
5. **Hardware:** Chain and S Hooks attached to sign bracket, to attach to snap toggle with eye bolt at ceiling.

- Building Conditions**
6. **Ceiling:** TBD



5.1 illuminated edge-lit hanging window sign
scale: 3" = 1'-0"
2.7 sf



5.2 side view
scale: 3" = 1'-0"

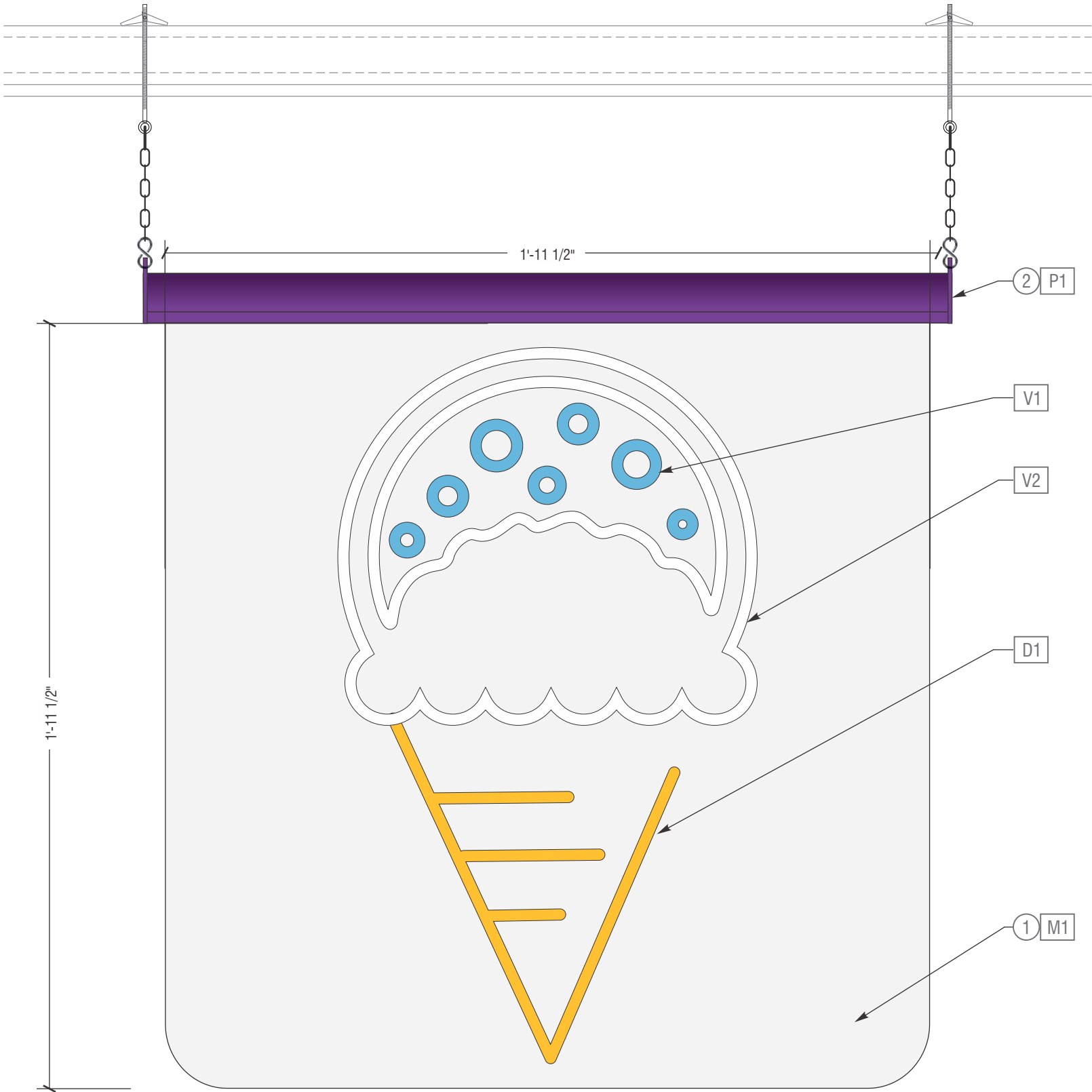
sign 6: faux neon window sign

specifications

- Colors & Finishes**
- M1. Background: 1/2" Clear Acrylic
 - P1. Bracket: SW Insomnia Purple PMS 2627C Custom Match
 - V1. Vinyl: Olympic Blue 3630-57 (2nd Surface)
 - V2. Vinyl: White 3630-20 (2nd Surface)
 - D1. Direct Digital Print: PMS 1225C Yellow (2nd Surface)

- Sign Construction**
1. **Background:** 1/2" Thick Clear Acrylic
 2. **Bracket:** 1996 Sign Comp Extrusion Painted P1 with Custom 1/8" Aluminum End Caps Painted P1. Secure with Countersunk Screws, exposed areas Painted P1
 3. **Electrical:** Bitro LED Light Tape BT-1047-V24BWGS. Plug in 24V 1.5 Amp 36 Watt Power Supply
 4. **Perimeter:** Applied Translucent White Vinyl

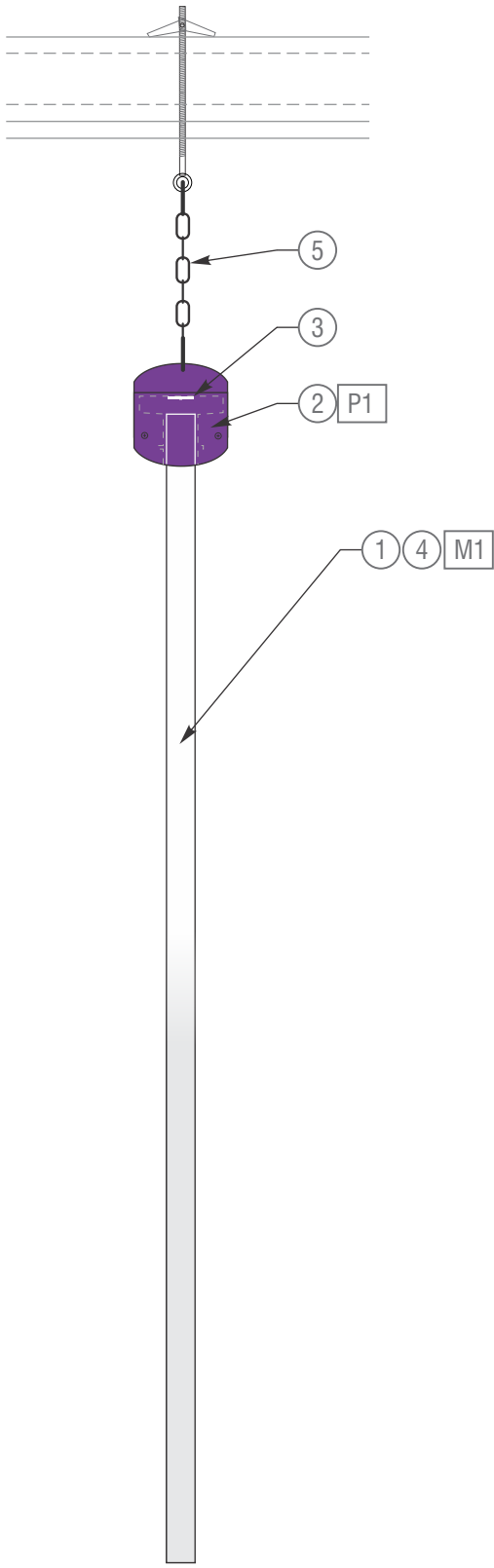
- Installation Hardware**
5. **Hardware:** Chain and S Hooks attached to sign bracket, to attach to snap toggle with eye bolt at ceiling.
- Building Conditions**
6. **Ceiling:** TBD



6.1 illuminated edge-lit hanging window sign

scale: 3" = 1'-0"

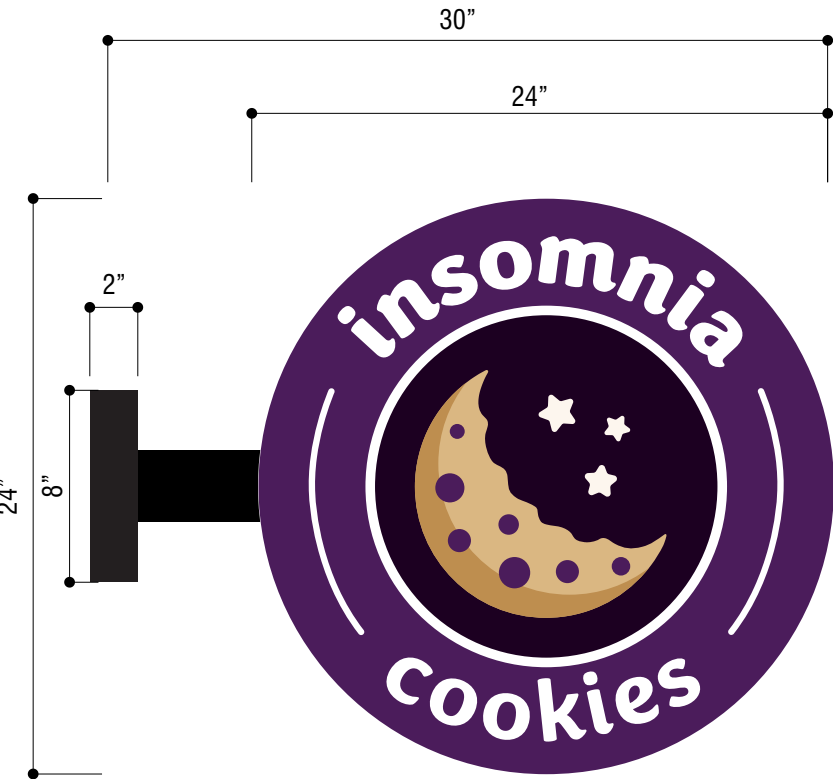
3.7 sf



6.2 side view

scale: 3" = 1'-0"

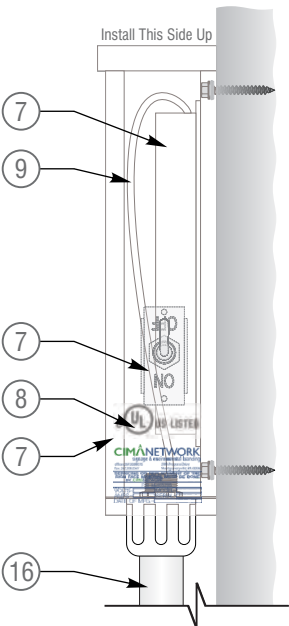
sign 7: d/f face lit blade sign



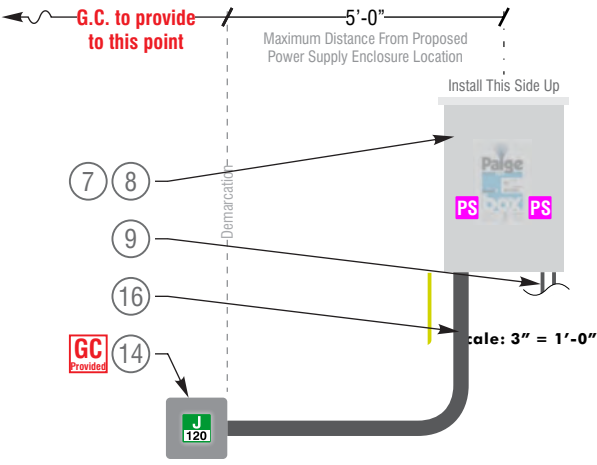
7.1 face-lit blade sign 4.0 sf
scale: 1 1/2" = 1'-0"



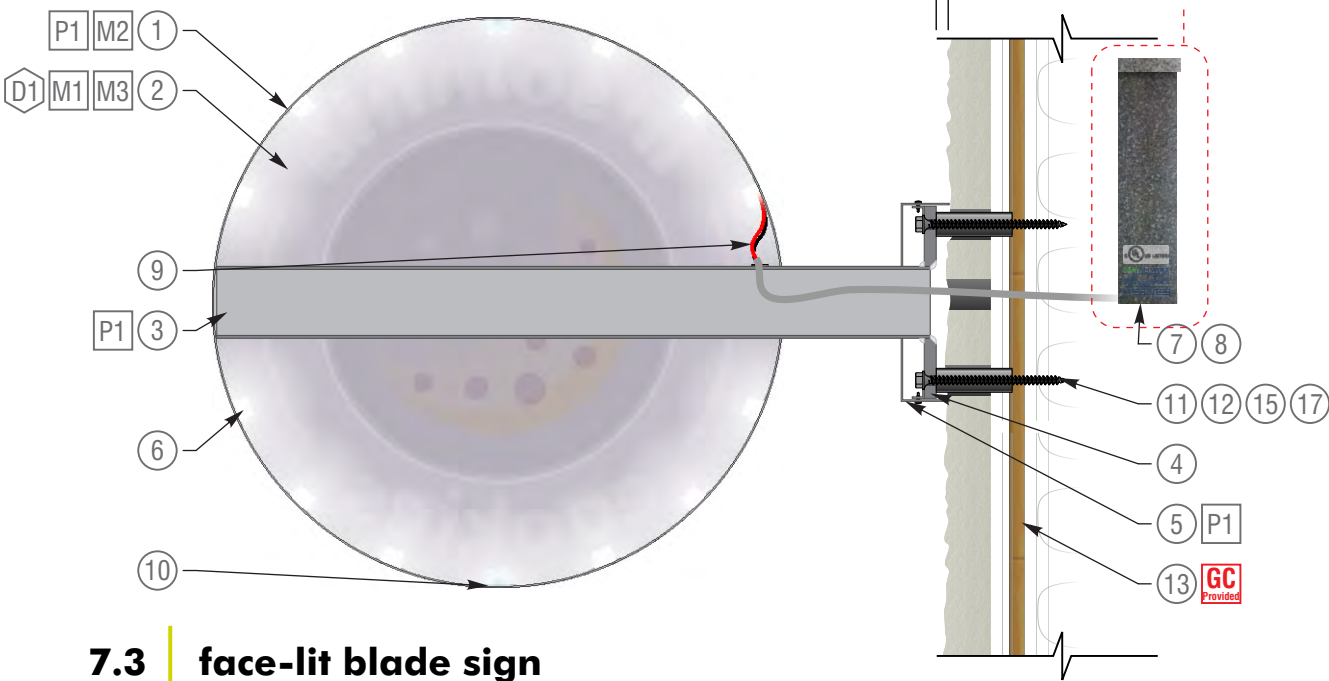
7.2 side view
scale: 1 1/2" = 1'-0"



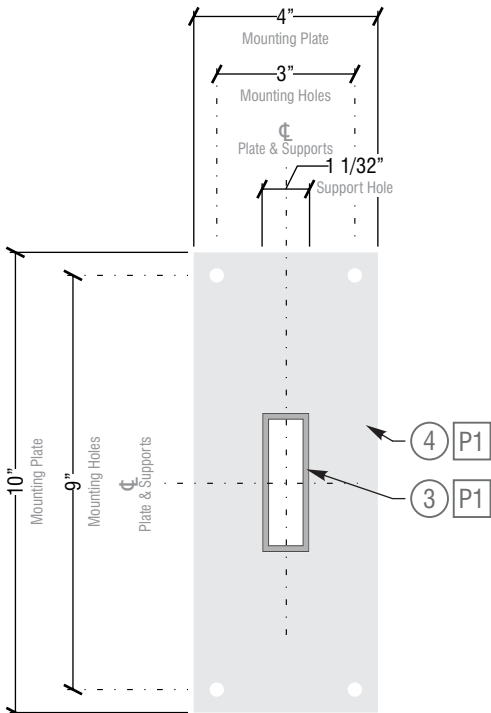
7.4 power supply enclosure section detail
not to scale



7.5 power supply enclosure wiring detail
not to scale



7.3 face-lit blade sign
scale: 1 1/2" = 1'-0" (IC-FLBL-24 shown)



7.6 face-lit blade sign mounting plate detail
scale: 3" = 1'-0"

specifications

Colors & Finishes
D1 3-Layer (Color White Color) Digital Print
P1 PMS Black C w/ Satin Finish
M1 3/16" #2447 white Acrylic
M2 .063" Thk. Pre-Finished Black/White Aluminum Coil
M3 1" "Jewelrite" aluminum reinforced, Pre-Finished Black trimcap retainer

Returns:
1. P1 M2 formed w/ White (interior) & P1 (exterior) finish.

Faces:
2. M1 letter faces w/ first surface D1, chemically bonded to M3 w/ Weld-on #4 & #16; fastened to returns #8 truss head, self-drilling, self-tapping screws; painted to match returns. Final fastener qty & location determined @ time of fabrication.

Structure:
3. P1 3" x 1" x 3/16" thk. aluminum square tube support welded to mounting plate.
4. P1 3/8" thk. mounting plate.
5. P1 .040" brake-bent plate cover secured to mounting plate w/ #8 truss head, self-drilling, self-tapping screws; painted to match cover.

Lighting / Electrical:
6. Listed Class 2, minimum Ip66, UV resistant, LED module.
7. Hanley 60 Watts 12 Volt, listed, Power supply enclosure w/ disconnect switch to be secured in a serviceable location as close to the signage as possible in accordance w/ NEC 600.8 & 600.21. Enclosure to be grounded w/ minimum 14 AWG wire to supply circuit. (H60W-PPSSBOX12)
8. Cima Network's Manufacture Label & Input/Current Rating Label to be Permanent & applied in a Visible Location during Service, in accordance w/ NEC 600.4(A).
9. 12V Secondary-circuit, listed Class 2, 18/2 plenum rated wire suitable for damp/wet locations in accordance w/ NEC 600.12, 725.3(L). All secondary wires are to be labeled @ terminal & junction locations for serviceability per NEC 725.30.
10. 1/4" Ø weep holes req'd. w/ .040" thk. brake-bent baffle assembled to inside of return; @ all low points or isolated sections of the sign w/ no external obstructions in accordance w/ NEC 600.9(D).

Install:
11. 3/8"-16 x 6", A307, zinc finished, hex head, LAG bolt w/ (1) Washer. (4) req'd. to secure sign to provided blocking.
12. 1" Ø non-corrosive anti-crush sleeve.

General Contractor Note:
13. 5/8" thk. Fire treated, exterior grade wood blocking behind Exterior Facade. See appropriate details within this drawing package.
14. 120V/20 amp maximum supply circuit, housed within J/B; Provided by G.C. Prior to Signage Installation. See appropriate details within this drawing package.

Installer Note:
15. EIFS compatible sealant, Dow Corning 790, 791, or 795, around perimeter of sleeve @ face of EIFS.
16. Liquid-tite conduit to supply power to power supply enclosure to primary supply J/B.

Building Owner Note:
17. Responsible for maintaining sealant @ all penetrations.

EST. ELECTRICAL LOAD
(1.1) Amps @120 Volts
ELECTRICAL REQUIREMENTS
(1) 20 Amp/120 Volt Circuits

Colors For Print:						
		outer space	cookie moon	cookie shadow	cookie chips	stars
	PMS 2627C	PMS 276C	PMS 467C	PMS 465C	PMS 2627C	PMS 663C



Engineering Department

DATE: April 23, 2024

FROM: Gabe Schell, City Engineer

ITEM: Contract Change Order - HC 143

REQUEST:

Consider approval of Contract Change Order No. 4 for Highway Construction Project 143.

BACKGROUND INFORMATION:

Highway Construction Project HC 143 is a project to reconstruct Ash Coulee Drive from Tyler Parkway to N Washington Street. This project includes approximately 6980 LF of concrete roadway improvements including installation of storm sewer, street lighting, block retaining wall, water main, flashing beacons, signing, pavement markings and related items. The project was substantially completed in fall of 2023, with final completion by August, 2024.

After substantial completion of the project, it was found by Public Works that a watermain connection between zones 3 and 4 was missed during design of the project. Several residents experienced a significant drop in water pressure when Public Works switched the existing watermain from zone 3 to zone 4. The new connection will allow these residents to be placed in the previous zone and water pressure. Change Order No. 4 covers the cost to install the new connection between zones 3 and 4 and is paid for by the water utility.

The original contract amount was \$14,249,244.80. Previous approved change orders Nos. 1 through 3 total \$96,678.25, for a total current contract amount of \$14,345,923.05. Change Order No. 4 is for \$88,825.60 resulting in a proposed contract amount of \$14,434,748.65, which is within the contract budget of \$15,674,169.28.

RECOMMENDED CITY COMMISSION ACTION:

Approve Change Order No. 4 for project HC 143 in the amount of \$88,825.60.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. HC 143 CO4

CONTRACT CHANGE ORDER FORM

DEPARTMENT

City Department	<u>Engineering</u>		
Contractor	<u>Northern Improvement</u>		
Contract Number	<u>22-97</u>	Change Order Number	<u>4</u>
Project Number	<u>HC 143</u>	Change Order Date	<u>4/15/2024</u>
Project Description	<u>Ash Coulee Drive Reconstruction Project</u>		
Original Contract Amount	<u>\$ 14,249,244.80</u>	Contract Authority	<u>\$ 15,674,169.28</u>
Previous Contract Amount	<u>\$ 14,345,923.05</u>		
Change Order Amount	<u>\$ 88,825.60</u>		ACTION REQUIRED (SEE BELOW)
Proposed Contract Amount	<u>\$ 14,434,748.65</u>		
Within Project Scope	<u>YES</u>	Within Project Funding	<u>YES</u>
Contract Completion Date	<u>8/18/2024</u>	Change in Completion Date	<u>NO</u>
Revised Completion Date*		<i>*If completion date changed on this Change Order</i>	
Type of Change Order	<u>Design-related</u>	Work Order No(s).	<u>NA</u>

Description:

After substantial completion of the project, it was found by Public Works that a watermain connection between zones 3 and 4 was missed during design of the project. Several residents experienced a significant drop in water pressure when Public Works switched the existing watermain from zone 3 to zone 4. The new connection will allow these residents to be placed in the correct zone for correct water pressure. Change Order No. 4 covers the cost to install the new connection between zones 3 and 4.

Project Manager Signature (≤\$15,000)

Date

SIGN HERE

Department Head Signature (≤\$25,000)

Date

SIGN HERE

ADMINISTRATION

City Administrator Signature (≤\$50,000)

Date

Add to Commission Agenda

COMMISSION APPROVAL

Commission Approval Date

Attach minutes for Commission Approval

**COMMISSION APPROVAL
REQUIRED**

FISCAL

Comments



Engineering Department

DATE: April 23, 2024

FROM: Gabe Schell, City Engineer

ITEM: East Century Ave - Engineering Amendment - HC 165

REQUEST:

Consider approval of amendment to existing agreement for professional services with KLJ for E Century Ave Reconstruction – HC 165.

BACKGROUND INFORMATION:

KLJ is under contract to perform preliminary engineering services relating to the reconstruction of E Century Avenue between Centennial Rd to Kost Dr and the extension of E Century Avenue from Kost Dr to 52nd Street NE and 52nd Street NE from E Century Ave to Gold Dr. This project is funded by ½ cent sales tax, water utility funding, and a to be determined funding source for the 52nd Street NE extension.

This request is for authorization of scope and fee to include the design engineering of the improvements as selected by the Commission on March 26, 2024. This scope would authorize engineering and right of way on the project through final design and bid. This agreement could be amended in the future to include construction engineering at a later date.

The 2024 budget included design engineering but did not include right of way acquisition, wetland mitigation or utility relocation. As some of these items will need to be completed in 2024 prior to bidding and awarding the project, Finance will request a budget amendment of \$2,000,000 if necessary at a later date to move anticipated 2025 costs into 2024 to facilitate the completion of the bid package. Half-cent sales tax would be the funding source for all E Century Ave related costs and a to-be-determined funding source would be used for all 52nd Street NE costs.

RECOMMENDED CITY COMMISSION ACTION:

Approval of amendment to existing agreement for professional services with KLJ for E Century Ave Reconstruction – HC 165.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Amendment 1 - HC165



Amendment to Agreement for Professional Services

City Number: HC 165 Amendment #1 (2304-00414-#1)

Background Data

- | | |
|--|---|
| a. Effective Date of Agreement for Professional Services | <u>August 8, 2023</u> |
| b. Engineer | <u>KLJ Engineering LLC</u> |
| c. Owner | <u>City of Bismarck</u> |
| | <u>East Century Avenue Improvements and 52nd street NE Extension - HC 165</u> |
| | <u>(Centennial Road to 52nd Street NE, and 52nd Street NE from East</u> |
| d. Project | <u>Century Ave to Gold Drive)</u> |
| e. This Part of the Project | <u>Phase II - Final Design and Bidding</u> |

Nature of Amendment (check all that apply)

- ☒ Additional services to be performed by Engineer
- ☒ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications to payment to Engineer
- ☒ Modifications to time(s) for rendering Services

Description of Modifications

Refer to Attachment "A1", Phase II - Final Design and Bidding Services

Agreement Summary

a. Original Agreement amount	<u>\$598,960.77</u>
b. Net change for prior Amendments	<u>\$0</u>
c. This Amendment amount	<u>\$1,025,248.71</u>
d. Adjusted Agreement amount	<u>\$1,624,209.48</u>

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is April 23, 2024.

Owner	<u>City of Bismarck</u>		
Signed	<u></u>	Attest	<u></u>
Name	<u></u>	Name	<u>Jason Tomanek</u>
Title	<u>President, Board of City Commissioners</u>	Title	<u>City Administrator</u>
Date	<u></u>		

Engineer	<u>KLJ Engineering LLC</u>		
Signed	<u></u>	Attest	<u></u>
Name	<u>Mark Anderson, PE</u>	Name	<u>Erika Lorenz</u>
Title	<u>Senior VP, Environment & Public Works</u>	Title	<u>Contract Administrator</u>
Date	<u></u>		

This is **EXHIBIT A1**, consisting of 16 pages, referred to in and part of **Amendment 1 to the Engineering Services Agreement** dated August 8, 2023.

Engineer's Services

E Century Avenue Improvements and 52nd Street NE Extension – City Project: HC 165 – Bismarck, ND

The Agreement is supplemented to include the following agreement of the parties.

PART 1 – BASIC SERVICES

Project Location:

The property (Property or Site) for which Engineer's services are being provided includes the E Century Avenue corridor between the Yorktown Drive intersection and the 52nd Street NE intersection. The project will also include 52nd Street NE corridor between the E Century Avenue intersection and approximately 245 feet south of Gold Drive intersection, in Bismarck, ND. Refer to attached **Exhibit A1.1** for the conceptual layout of the improvements approved by the City Commission on 3/26/24.

Project Understanding:

KLJ Engineering LLC (KLJ or Engineer) will provide engineering services for the project in three separate phases, subject to satisfactory performance, funding availability, and subsequent agreement of scope and fees for each phase. The three separate phases include environmental documentation (wetlands and cultural), topographic and boundary survey, public involvement, geotechnical engineering, traffic analysis, preliminary engineering including conceptual design, and right-of-way acquisition in first phase (Phase I - Preliminary Design – previously completed); final design and plan preparation, additional right-of-way acquisition, permitting, and bidding services in the second phase (Phase II - Final Design and Bidding Services); and construction administration, observation, and surveying in the third phase (Phase III - Construction Administration, Observation, Surveying).

The purpose of this document is to describe the scope of work and responsibilities required to complete the Final Design and Bidding Phase.

The project is programmed for 2025 construction using local sales tax funds, utility funds, and local funding. Although NDDOT processes will not be followed, coordination with NDDOT process will occur to a limited degree to maintain federal aid eligibility on this roadway in the future.

Project Schedule:

Preliminary Design: Previously Completed (approx. 8/14/23 – 4/24/24)

Final Design and Bidding: Thirty-one weeks from execution of Agreement (approx. 4/23/24 – 11/26/24) (Bid Opening assumed to be 11/14/24)

Construction Administration, Observation, and Surveying: Not Included (approx. March 2025 – October 2025)

Parties:

Owner – City of Bismarck (City)

Engineer – KLJ Engineering LLC

Geotechnical Engineer - TerraCon

Appraiser – Boulder Appraisals

Review Appraiser – Jorge Pagen Appraisal Consulting

Constructor - Synonymous with Contractor or Construction Manager – To Be Determined

Engineer shall provide Basic Services as set forth below.

A1.01 Preliminary Design Phase (Previously Completed under Original Agreement)

A1.02 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase documents and any other deliverables and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, the Engineer shall provide:
- B. Design and Plan Preparation
 - 1. Section 1: Title Sheet
 - 2. Section 2: Table of Contents
 - 3. Section 4: Scope of Work
 - 4. Section 6: Plan Notes
 - 5. Section 8: Estimate of Quantities
 - a. The estimate of quantities will be developed by providing up to four (4) different funding sources that will have quantities separated. It is assumed that the different funding sources may include mainline East Century Avenue, mainline 52nd Street, Watermain, and the Shared Use-Path connection.
 - 6. Section 10: Basis of Estimate
 - 7. Section 11: Earthwork
 - a. Engineer will evaluate potential options for a fill source from the majority landowner in the undeveloped area along East Century Ave and 52nd St NE. The Engineer will determine the approximate quantity of fill available. The Engineer will not develop mass grading concepts or plans for the undeveloped land.
 - 8. Section 20: General Details
 - a. Details will include ADA ramps, municipal utilities, erosion control, pipe bedding, and concrete joints.
 - 9. Section 30: Typical Sections
 - a. Typical sections will be designed in accordance with the Preliminary Engineering Report approved by the City Commission 3/26/24.
 - 10. Section 40: Removals
 - 11. Section 50: Storm Water

- a. Evaluate the proposed storm drainage system for approximately 1.0 miles of East Century Avenue and approximately 0.5 miles of 52nd St NE and prepare a final storm water report documenting the design calculations for the project. The report will include an evaluation of the downstream drainage swales for the need of energy dissipation and erosion control. The use of vegetative swales and hydrodynamic separators at discharge locations will be evaluated to determine appropriate measures to meet City water quality requirements. Erosion mitigation measures will be evaluated up to 100-feet downstream of the discharge locations south of East Century Avenue. A draft report will be submitted for review which will include design calculations and preliminary layouts. After comments are received and the drainage system is approved, a final report will be submitted based upon the final storm water system design.
- b. It is assumed that East Century Ave runoff from west of the coulee will be split at a highpoint near Stonewall Drive. Runoff from the west side of the highpoint will continue flowing west and be collected in storm sewer to be connected to the existing City storm sewer system. Runoff from the east side of the highpoint will flow east to the coulee and be collected in proposed storm sewer which will discharge into the coulee.
- c. It is assumed that East Century Ave runoff from east of the coulee will be split at a highpoint approximately 1400-feet east of the coulee. Runoff from the west side of the coulee will flow west to the coulee and be collected in storm sewer which will discharge into the coulee. Runoff from east of the highpoint will flow east to the intersection with 52nd Ave NE and be intercepted in proposed storm sewer which will discharge south into the Silver Ranch coulee.
- d. It is assumed that runoff flows from 52nd St NE will flow south within right-of-way ditches toward the intersection with E Century Ave and be intercepted by storm sewer or culverts which will discharge to the south into the Silver Ranch Coulee.
- e. It is assumed that no stormwater detention will be necessary to mitigate the increase in impervious area. It is assumed that the capacity of the existing downstream receiving waters was previously analyzed in the regional stormwater plans to handle developed conditions runoff from the proposed improvements.
- f. It is assumed that proposed storm sewer improvements along East Century Ave will consist of reinforced concrete inlets, manholes, and proposed storm sewer pipe. The storm sewer improvements along 52nd St NE will come in the form of reinforced concrete culverts.
- g. Coulee crossing culverts will be designed for the mainline of East Century Ave, and the shared use path crossing located north of E Century Ave to be twin 60" pipes in conformance with the Silver Ranch Watershed Stormwater Master Plan.
- h. Scope does not include post-construction or as-constructed stormwater analysis or certification.

12. Section 57: Watermain Plan and Profile

- a. The proposed watermain improvements along East Century Ave are necessary to provide redundant service loops and extend the City distribution system eastward and

northward to serve future development. Separation of the existing networks between Pressure Zone 2 and Zone 3 will be maintained. Plan and profile drawings will be generated showing the new and existing watermain pipe network, Zone 2 and Zone 3 connection points, and watermain detail plan sheets. The following new watermains are expected to be installed:

- 1) Install 16-inch Zone 3 watermain on the north side of East Century Ave from the east side of Stonewall Drive to 52nd St NE.
 - a) Install air release manholes on the 16-inch Zone 3 watermain at the highpoints in East Century Ave approximately 230-feet east of Stonewall Drive and approximately 1400-feet east of the coulee.
- 2) Install 24-inch Zone 2 watermain on south side of East Century Ave from 410 -feet east of Kost Drive to 52nd St NE.
 - a) Install air release manholes on the 24-inch Zone 2 watermain at the highpoints in East Century Ave approximately 230-feet east of Stonewall Drive and approximately 1400-feet east of the coulee.
- 3) Install 16-inch Zone 3 watermain north along 52nd Street NE and connecting to the existing 16-inch PVC watermain located near Hitchcock Drive.
- 4) Connect the 16-inch Zone 3 watermain to existing 8-inch PVC Zone 3 watermains near the intersections of Roosevelt Drive and Kost Drive with East Century Ave.
- 5) It is assumed that no new service connections will be required.
- 6) Hydraulic modeling or other detailed analysis of the water distribution systems is not included and would be provided as Additional Services if requested by the Owner.

b. Sanitary Sewer Plan and Profile

- c. Sanitary sewer improvements along East Century Ave are necessary to provide an option for sanitary sewer service for properties north of East Century Ave. and west of 52nd St NE. The Engineer will evaluate the sanitary sewer options necessary to service this property. Engineer's scope of work assumes that the following sanitary sewer installation within the East Century Avenue roadway corridor will be necessary:

- 1) Install 8-inch sanitary sewer from approximately 1500-feet east of Kost Drive to the intersection with 52nd St NE where the sanitary sewer will connect to the existing sanitary sewer trunk line.

13. Section 60: Roadway Plan and Profile

- a. The roadway design will be generally based upon the alignment and typical sections developed in the preliminary design phase (approved by the City Commission on 3/26/24) and include design and plan and profile development per City of Bismarck standards and specifications.
- b. The design assumes a shared-use path on the north side of East Century Avenue and a sidewalk on the south side through the 5-lane section. On-street bicycle accommodations are not anticipated.
- c. The design includes connection of a shared-use path north of East Century Avenue to the existing Sunrise Shared-Use path near Sunrise Park.

14. Section 76 & 77: Sediment and Erosion Control

- a. Develop temporary sediment and erosion control plans.
- b. Develop permanent sediment and erosion control plans.
 - 1) Prepare erosion control plans in accordance with City requirements.
 - 2) Engineer's plans will identify areas to be seeded.
- c. Wetlands and Environmental
 - 1) Wetland impacts will be included in this section.
 - 2) No mitigation site will be included in the plans. It is assumed that all mitigation requirements would be completed through an approved wetland mitigation bank through the purchase of credits.
 - 3) Preparation of a US Army Corps of Engineers (USACE) Individual 404 Permit Application
 - a) It is assumed that all mitigation requirements for impacts to jurisdictional wetlands would be completed using an approved wetland mitigation bank through the purchase of credits.
 - b) It is assumed that a 401 certification will be required. The Engineer will submit this to NDDEQ at the same time the 404 permit application is submitted.
 - c) It is assumed that since SHPO concurrence has already been acquired that there will be no additional Section 106 requirements.
 - d) Engineer's fee includes up to four (4) meetings with the USACE.
 - e) Engineer's fee does not include any Legal testimony; A USFWS Right-of-Way or Conditional Use Permit for impacts to wetland basins under easement; Biological, botanical, or threatened and endangered species; National Environmental Policy Act (NEPA) documentation; Wetland mitigation plan or Mitigation site monitoring.

15. Section 80: Fencing

- a. Engineer will work with the landowners and the Owner on options for private fence replacement where the project construction limits require that existing fences be removed. The Engineer will evaluate two options with the landowner and Owner. One will be for the project Constructor to replace the existing fence with a consistent looking fence for the whole project. The second option will be for the Owner to ask the landowner to provide a quote to replace their fence and the Owner would reimburse the landowner for the cost of replacement.
- b. Engineer will layout the alignment of the replacement fence.
- c. Engineer will generate plan notes to address required fencing material and installation instructions for the replacement fence.

16. Section 81: Survey Data Layouts

17. Section 85: Landscaping Layouts

- a. Engineer will prepare detailed planting plans within the project right of way corridor (median and boulevard areas). Planting plans to include street tree locations, planting details, and notes for installation, warranty, and process of plant establishment period. Tree selections will be based upon current City Forestry approved species listed in the latest version of the "Street Tree Guide". Prior to development of 50% plans, KLJ will facilitate a meeting with the City Forester to determine scope of desired planting levels to be included in the plans.
- b. It is assumed that an irrigation system will not be necessary on this project.

18. Section 90: Paving Layouts

19. Section 100: Work Zone Traffic Control

- a. This activity includes completing the traffic control layouts with the assumption that East Century Avenue will be closed from Stonewall Drive to the east. East Century Avenue between Centennial Road to Stonewall Drive will remain open during construction through temporary widening and surfacing through phased construction.

20. Section 110 Signing & Pavement Marking

21. Section 140: Lighting

- a. Engineer will calculate the optimized pole spacing according to AASHTO illumination and uniformity requirements. The approach will be to provide a continuation of the existing street lighting along East Century Ave. utilizing the City of Bismarck's preferred luminaires. The areas that will be illuminated include the roadway, intersections, and pedestrian walkways. Design will attempt to minimize lighting pollution outside of the subject lighting area. The design will be summarized in a Final Design Lighting Memo to be submitted to the Owner for review and consideration.
- b. The lighting plans will include completed electrical design ready for bidding and construction. Electrical design will meet NEC 2020 requirements, and include utility coordination, panel location, panel layout, overcurrent protection, lighting control, wire sizing, grounding, and conduit routing as well as determining voltage drop and conduit fill requirements as required to design the lighting system.
- c. The plan sheets will be developed according to the City of Bismarck Engineering Department standards. Design will include the location of the poles, conduit, pull boxes, and meter pedestals. Details will be provided on the point of service, lighting control, electrical one-line, pole foundations, poles, and luminaires. Engineer will coordinate with the local electrical service provider to ensure power can be delivered to the proposed feed point locations.

22. Section 150: Flashing Beacons

- a. Complete plans for one (1) Rectangular Rapid Flashing Beacon (RRFB) visible to traffic traveling in each direction at the intersection of Roosevelt Drive. A service drop will be coordinated with Capital Electric for the RRFB.

- b. Traffic Signals are not included.

23. Section 170: Retaining Walls

- a. Develop final geometry of the retaining walls needed in the corridor of the project that satisfy the geometric constraints of the street section, adjacent landowners and other physical constraints at each location. A total of up to five (5) wall sites are assumed.
- b. Engineer will evaluate up to two (2) retaining wall types to be selected for potential use on the project. Engineer will evaluate each site to determine the appropriate wall type with retained soil height and physical constraints of each location as primary influence. Other considerations include Owner preference and historic performance of evaluated wall types.
- c. Develop structural retaining wall designs for each retaining wall. Engineer will coordinate with geotechnical sub-consultant TerraCon to determine the site soil design properties and other design recommendations.

24. Section 200: Cross Sections

C. Roadway Modeling

- a. Pedestrian Facilities
 - 1) The roadway models will include details for the pedestrian facilities as developed in the preliminary design phase (approved by the City Commission on 3/26/24), including sidewalks, shared-use paths, boulevards, and pedestrian ramps. The pedestrian ramps will include profiles to ensure ADA and PROWAG compliance.
- b. Retaining Wall
 - 1) The roadway models will include minimal details for retaining walls. The information provided in the roadway models are to provide a graphical representation and to determine grading tie lines. Section 170 information and details will supersede any retaining wall information within the roadway models.
- c. Roadway
 - 1) The roadway models will include the pavement section as determined by the pavement design recommendation for individual corridors. The roadway models will include tapers, transitions, curb returns, and other geometric changes to the corridor section. Any geometric information not included within the roadway models, such as curb height transitions, curb flow line modifications at inlets, and other unique or special details that cannot be accurately or visually represented in the roadway model will be covered through plan notes, detail sheets, or standard drawings.

D. Permitting

1. Design Permits

- a. Preparation of a Individual (404) Permit (See Section 76 & 77 above)
- b. NuStar Coordination (See Utility Coordination section below)
- c. NDDOT Right-of-Way Drainage Permit – SFN 50909 (*Not Included*)

- 1) It is assumed that no offsite drainage will flow to NDDOT right-of-way.

- 2. Construction Permits (*Not Included*)

E. Specifications

- 1. Technical specifications will refer to the latest City of Bismarck specifications and bid items with plan notes as necessary. Incorporation of the latest edition of the NDDOT Standard Specifications for Road and Bridge Construction may be necessary.
- 2. Preparation of a Project Manual will include Invitation/solicitation of Bids, Bid Form, Construction Agreement, City of Bismarck General Conditions, and Supplemental Conditions.

F. Engineer's Opinion of Probable Construction Cost

- 1. Provide one (1) Opinion of Probable Construction Cost with the 50% submittal, one (1) updated Opinion of Probable Cost with the 90% submittal, and one (1) updated Opinion of Probable Construction Cost with the final (100%) Construction Documents.
- 2. The estimate of quantities will be developed by providing up to 4 (four) different funding sources that will have quantities separated. It is assumed that the different funding sources may include mainline East Century Avenue, mainline 52nd Street, Watermain, and the Shared Use-Path connection.
- 3. Opinions of construction cost shall only be for the materials covered by the Engineer's design.
- 4. Revisions to the engineer's opinion of construction cost in excess of the amounts stated herein shall be completed as an Additional Service.

G. Project Management & Owner Coordination

- 1. Project Management & Coordination
 - a. Manage the project and provide overall coordination of the work completed by the planning and design team. This work shall consist of managing work assignments, internal team coordination, subconsultants, client coordination, project budget and schedule.
- 2. Progress Reports and Owner Coordination
 - a. Submit a progress report via email to the Owner approximately every three (3) weeks which will summarize the work performed in the current period, upcoming activities in

the next period, summary of project decisions and potential out of scope work activities. The reports shall include percent complete for key project activities. The status report shall also identify deviations from the planned schedule and what actions will be taken to get the project back on schedule.

- b. It is assumed that the Engineer will host or attend up to a total of eleven (11) one-hour progress meetings and six (6) additional item specific meetings with the Owner or other external parties during the final design phase plus one (1) four-hour meeting with the Owner at 90% review. The Engineer will attend those meetings deemed appropriate for their scope of services either in person or through a telephone or video conference.
- c. The Engineer will be available to attend additional meetings as an Additional Service.

3. Project Schedule

- a. Submit and maintain a Final Design schedule. The schedule will include dates for major work items. The schedule will be reviewed and adjusted as necessary to incorporate changes in the work concept and progress to date.

H. Right-of-Way Acquisition and Adjacent Landowner Coordination

1. Landowner Coordination and Negotiations

- a. Coordinate with landowners to acquire temporary construction easements for an estimated 37 parcels and landowner negotiations for the acquisition of four (4) Permanent Fee simple parcels for the alignment of East Century Ave and 52nd Street NE outside of existing platted and statutory right-of-way (ROW).
- b. Coordination will include an initial meeting with the majority landowner and then, if applicable, prepare plat, negotiate documents, and begin negotiations with the landowner to purchase ROW for the corridor at the agreed upon location.
- c. Conduct negotiations for the permanent acquisition of four (4) parcels from the majority landowner, and negotiations for up to 37 Temporary Construction Easement Parcels held by other landowners. It is assumed that up to two (2) in-person meetings will be required per parcel.
- d. Coordination with landowners, other than the majority landowners four (4) parcels, for potential acquisition of permanent ROW is assumed not necessary and is not included in the scope of work.

2. Title Research

- a. Research surface title back two deeds or a chain of title back 20 years for up to 41 affected parcels and prepare surface ownership reports (SORs) for each parcel.

3. ROW Plats and Easement Exhibits

- a. Prepare a preliminary and final plat for the permanent acquisition parcels and easement exhibits for the temporary acquisition parcels. We assume four (4)

permanent acquisition parcels and 37 temporary construction easements will be required. Engineer will utilize standard City of Bismarck temporary easement documents for acquisition of temporary construction easements.

4. Market Analysis

- a. Engineer will complete a market analysis to evaluate raw land values of parcels that require a temporary construction easement and will record recent sale values of similar properties to determine the acquisition cost of the parcel. Engineer will prepare Waiver Valuations off the market analysis.

5. Appraisals

- a. Engineer will hire an appraiser (Boulder Appraisal) and a review appraiser (Jorge Pagan Appraisal Consulting) to determine the fair value of the property acquisition cost of four (4) permanent parcels from the majority landowner.

6. Assemble and Submit Right of Way and Easement Packets

- a. Engineer will assemble complete packages of right of way forms and reports for each parcel and submit to the Owner.

I. Utility Coordination

1. Engineer will develop a utility conflicts special provision to include a list of conflict locations, utility companies, and contacts along with plan sheets documenting the location of the conflicts. Engineer will work with the utility companies to develop a schedule for the relocation of their facilities and document that schedule in the special provision for the Constructor's use in preparing a construction bid and schedule. Engineer will work with the utility companies to identify locations for potholing to determine the actual elevations of the utility. The cost of potholing utilities is not included in the scope of work. A total of eight (8) utility coordination meetings are included for the private utility companies excluding NuStar. Each utility coordination meeting will review conflicts and discuss relocation and/or plans for adjusting the utility. It is assumed that there are no utilities that will conduct potholing, excluding NuStar.
2. Engineer will coordinate with NuStar through meetings and exhibits to avoid having NuStar relocate or reconstruct their utility. However, based on previous discussions with NuStar this scope assumes that NuStar will require that their utility be replaced, relocated, or adjusted. A total of four (4) utility coordination meetings with NuStar are included. Engineer will coordinate with NuStar to provide design information such that their facilities can remain in-place or be relocated without conflict for construction of the proposed roadway improvements. If relocated, Engineer will survey the new facility for accurate as-built information to be included in the design plans.

J. Deliverables

1. Progress reports every three weeks.
2. Agendas and minutes for all project meetings.
3. 50%, 90%, and 100% design plans for project components

4. Final Construction Plans
5. Special provisions and plan notes
6. Engineer's Opinion of Probable Construction Cost at 50%, 90% and 100% submittals.
7. Project Manual and other documents required for bidding
8. Appraisals and Review Appraisals
9. Executed ROW documents
10. Temporary Construction Easements
11. Stormwater report
12. USACE Permit
13. Utility Relocation Agreements
14. Electronic version of plan drawings and base files in Civil 3D format
15. Surface models
16. Supplemental .dwg or .xml alignment, profile, layout, or surface base files and electronic data releases for Bidders

K. Other Items to be Noted

1. It is assumed that the NDDOT does not have any involvement, does not require reviews for submittals, and does not require approval of plans.
2. Engineer's fee does not include submittal, review, recording, permit, system development, or other fees. These fees are to be paid by Owner.
3. Engineer assumes that no major revisions will be made to the general layout after the Owner acceptance of the 50% plan review documents.
4. Engineer shall provide copies of drawings, reports, specifications and other necessary information to the Owner, Constructor(s), or other parties in PDF or paper copy format.
5. The number of prime construction contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1).

- L. Engineer's services under the Final Design phase will be considered complete on the date when the above deliverables have been accepted by the Owner for approval.

A1.03 Bidding Phase

- A. After acceptance by Owner of the construction documents and the most recent opinion of probable construction cost as determined in the Final Design Phase, and upon authorization by Owner to proceed, Engineer shall:
1. Assist the Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents or other construction procurement documents to prospective Bidders, and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued.
 2. The Owner will receive and process Bidder deposits or charges for the bidding documents.

3. Issue up to two (2) addendum as appropriate to clarify, correct, or change the bidding documents.
4. Provide information or assistance needed by the Owner or Bidder in the course of bidding the components of project included in the Engineer's design.
5. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective Bidders for those portions of the Work as to which such acceptability is required by the bidding documents.
6. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
7. Attend the Bid opening, assist the Owner in preparing Bid tabulation sheets, and assist Owner in evaluating Bids for the Work.
8. Bidding and Negotiating services shall be provided for the project to be awarded to one (1) Constructor.
9. Prepare conformed Construction Contract Documents which incorporate and integrate the content of all Addenda.
10. Any services provided by Engineer to re-bid or value engineer that project to meet with Owner's budget will be considered Additional Services.
11. The Owner will prepare the Notice of Award (NOA) and the Construction Agreement to be executed with the successful Bidder.

B. The Bidding Phase will be considered complete upon award of contract or commencement of the Construction Phase.

A1.04 Construction Phase - Surveying (Not Included)

A1.05 Construction Phase - Observation (Not Included)

A1.06 Post-Construction Phase (Not Included)

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Authorization *(This section supersedes Part 2 in the original contract for Preliminary Design Phase services)*

A. If requested or authorized by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below. Engineer shall proceed with such Additional Services with the understanding that the Engineer will be paid hourly for such services at the Engineer's standard hourly rates unless an agreement has been reached between the parties for other methods of payment. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in addition to those defined under Basic Services including but not limited to: study and report phase services, marketing exhibits or graphical renderings, CATEx

documentation, ESA compliance, environmental assessment or environmental impact Statement, floodplain analysis, requests for zoning change or any deviation or variance from local standards or zoning regulations.

2. Design services in addition to those defined under Basic Services including but not limited to: Buildings, offsite earthwork/development concepts, traffic signals, stormwater detention, structural design other than retaining walls, mechanical engineering services or pumping systems, furnishing the services of an environmental and/or abatement companies to determine to specify and mediate contaminated soils or hazardous materials, or design of offsite improvements beyond existing or acquired right of way.
3. Preparation for, and attendance at, a public presentation, meeting or hearing other than specified under Basic Services.
4. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project except as specified under Basic Services.
5. Services to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
6. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, character of construction, method of financing, or Owner's schedule or coordination causing unreasonable delay in the orderly and sequential progress of the Engineer's services; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
7. Services associated with administration or observation of work constructed by any Constructor including but not limited to: attendance of pre-construction or construction progress meetings, shop drawing or material test review, review of applications for payment, observance and documentation of Constructor's work, issuance or review of construction change orders, field orders, or work change directives, or making recommendation to Owner regarding acceptability of work performed by any Constructor, except as specified under Basic Services.
8. Redesign or rebidding services requested to meet the Owner's construction budget after approval of the Final Design phase of the Project.
9. Services resulting from Owner's or Constructor's request to modify previously approved deliverables or to evaluate additional alternative solutions beyond those agreed to under Basic Services.

10. Services required as a result of Owner providing incomplete or incorrect Project information to Engineer.
11. Services resulting from conflicting direction from the Owner or from multiple representatives of the Owner.
12. Services provided beyond the dates specified in the Engineer's original schedule.
13. Services required to provide copies of drawings, reports, specifications and other necessary information to the Owner, Constructor, and other consultants in a format other than PDF or paper copy.
14. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed or furnished by Owner.
15. Furnishing services of Consultants for other than provided under Basic Services.
16. Providing data or services that were to be provided by the Owner or Constructor.
17. Services attributable to more prime construction Constructors than specified under Basic Services.
18. Services to arrange for performance of construction services for Owner by Constructors other than the principal prime Constructor, and administering Owner's contract for such services.
19. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner, Constructor; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
20. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner or Constructor for the Work or a portion thereof other than provided under Basic Services.
21. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services or making revisions to drawings for "or equal" items or bid negotiations.
22. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Constructor.

23. Modifying final approved design or digital files as may be required for Owner's or Constructor's use during construction.
24. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Constructor, and furnishing such Record Drawings to Owner other than provided under Basic Services.
25. Supplementing Record Drawings with information regarding the completed Project, Corridor, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
26. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Constructor, Owner, utility companies, and other sources.
27. Preparation of operation, maintenance, or staffing manuals.
28. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
29. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
30. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
31. Preparing to serve or serving as a consultant or witness for Owner or Constructor in any litigation, arbitration, claim, dispute resolution, or other legal or administrative proceeding involving the Project.
32. Providing construction surveys and staking to enable Constructor to perform its work; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys (except as agreed to under Basic Services).
33. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner or Constructor.
34. Extensive services required during any correction period, or with respect to monitoring Constructor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
35. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

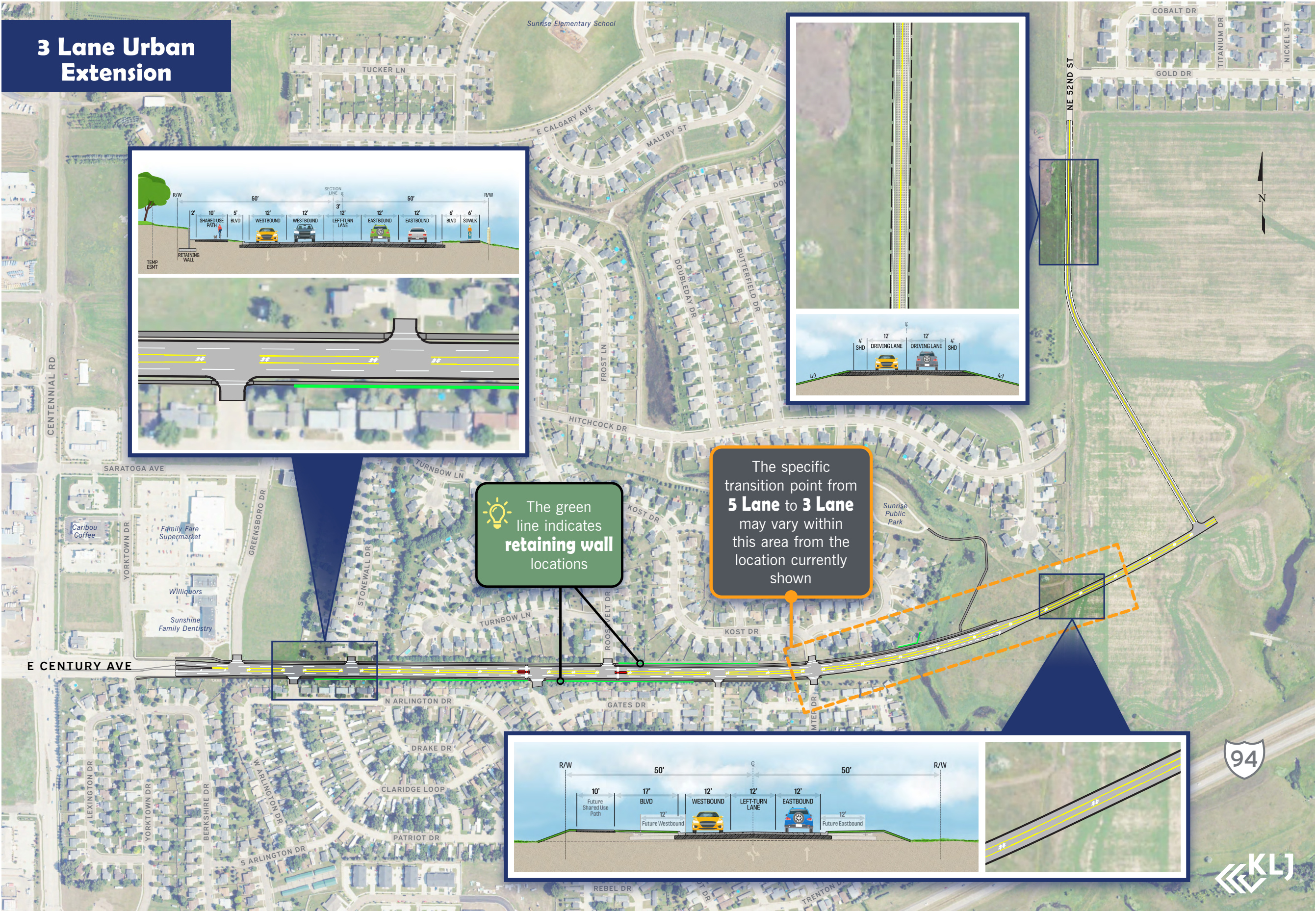
A2.02 Additional Services Not Requiring Owner's Authorization

- A. Engineer shall advise Owner that the Engineer is performing or furnishing the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance authorization from Owner. Engineer shall proceed with such Additional Services with the understanding that the Engineer will be paid hourly for such services at the Engineer's standard

hourly rates unless an agreement has been reached between the parties for other methods of payment. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Attending meetings requested by Owner or Constructor in addition to those specified as Basic Services.
2. Services in connection with work change directives and change orders to reflect changes requested by Owner or Constructor.
3. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after beginning the Bidding Phase of the Construction Documents in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
4. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
5. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Constructor.
6. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
7. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Constructor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
8. Services during the Construction Phase rendered after the original date for completion of the Work referred to in this Agreement.
9. Reviewing a Shop Drawing more than two (2) times, as a result of repeated inadequate submissions by Constructor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Constructor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

3 Lane Urban Extension



KLJ Project Name:	East Century Avenue
KLJ Project Number:	2304-00414
City of Bismarck Number	HC 165 - Final Design & Bidding - Amend 1

EXHIBIT A1.2

Project Budget

[illegible]

3.2	Water and Sanitary Sewer Design	\$ 81.00	\$ 81.00	\$ 72.00	\$ 57.00	\$ 43.00	\$ 37.00	\$ 53.00	\$ 38.00	\$ 72.00	\$ 57.00	\$ 48.00	\$ 37.00	\$ 72.00	\$ 57.00	\$ 37.00	\$ 48.00	\$ 72.00	\$ 43.00	\$ 34.00	\$ 46.00	\$ 46.00	\$ 34.00	\$ 63.00	\$ 51.00	\$ 69.00					
	Watermain Design	12												16	20	80											\$ 6,224.00			\$ -	\$ 6,224.00
	Sec 57 - Watermain Plans	12												16	20	80											\$ 6,224.00			\$ -	\$ 6,224.00
	Sanitary Sewer Design	8												8	5	20											\$ 2,249.00			\$ -	\$ 2,249.00
	Sec 57 - Sanitary Sewer Plans	4												8	5	20											\$ 1,925.00			\$ -	\$ 1,925.00
		36												48	50	200											\$ 16,622.00	\$ -		\$ -	\$ 16,622.00

3.3	Storm Sewer Design	\$ 81.00	\$ 81.00	\$ 72.00	\$ 57.00	\$ 43.00	\$ 37.00	\$ 53.00	\$ 38.00	\$ 72.00	\$ 57.00	\$ 48.00	\$ 37.00	\$ 72.00	\$ 57.00	\$ 37.00	\$ 48.00	\$ 72.00	\$ 43.00	\$ 34.00	\$ 46.00	\$ 46.00	\$ 34.00	\$ 63.00	\$ 51.00	\$ 69.00					
	Stormwater Design	36									40	122	300														\$ 23,850.00			\$ -	\$ 23,850.00
	Stormwater Report	16									26	60	90														\$ 9,918.00			\$ -	\$ 9,918.00
	Sec 50 - Inlet & Manhole Summary Plans	4									8	12	36														\$ 2,916.00			\$ -	\$ 2,916.00
	Sec 55 - Storm Sewer Plan & Profile Plans	16									16	20	100														\$ 7,288.00			\$ -	\$ 7,288.00
		72									90	214	526														\$ 43,972.00	\$ -		\$ -	\$ 43,972.00

3.4	Landscape Design	\$ 81.00	\$ 81.00	\$ 72.00	\$ 57.00	\$ 43.00	\$ 37.00	\$ 53.00	\$ 38.00	\$ 72.00	\$ 57.00	\$ 48.00	\$ 37.00	\$ 72.00	\$ 57.00	\$ 37.00	\$ 48.00	\$ 72.00	\$ 43.00	\$ 34.00	\$ 46.00	\$ 46.00	\$ 34.00	\$ 63.00	\$ 51.00	\$ 69.00						
	Section 85 - Landscaping Layouts	4		4										4		24	80										\$ 5,628.00				\$ -	\$ 5,628.00
		4		4										4		24	80										\$ 5,628.00	\$ -			\$ -	\$ 5,628.00

3.5	Lighting Design	\$ 81.00	\$ 81.00	\$ 72.00	\$ 57.00	\$ 43.00	\$ 37.00	\$ 53.00	\$ 38.00	\$ 72.00	\$ 57.00	\$ 48.00	\$ 37.00	\$ 72.00	\$ 57.00	\$ 37.00	\$ 48.00	\$ 72.00	\$ 43.00	\$ 34.00	\$ 46.00	\$ 46.00	\$ 34.00	\$ 63.00	\$ 51.00	\$ 69.00					
	Sec 140 - Lighting Layout & Plan Dev	1		4					60	16	60																\$ 7,221.00			\$ -	\$ 7,221.00
	Analysis & Memo			2					8	8	32																\$ 2,848.00			\$ -	\$ 2,848.00
		1		6					68	24	92																\$ 10,069.00	\$ -		\$ -	\$ 10,069.00

3.6	Environmental	\$ 81.00	\$ 81.00	\$ 72.00	\$ 57.00	\$ 43.00	\$ 37.00	\$ 53.00	\$ 38.00	\$ 72.00	\$ 57.00	\$ 48.00	\$ 37.00	\$ 72.00	\$ 57.00	\$ 37.00	\$ 48.00	\$ 72.00	\$ 43.00	\$ 34.00	\$ 46.00	\$ 46.00	\$ 34.00	\$ 63.00	\$ 51.00	\$ 69.00					
	Sec 75 - Wetland / Environmental			4	8	32			12																		\$ 2,576.00			\$ -	\$ 2,576.00
	404 Permit Application	4		4	4			24				24	24														\$ 4,152.00			\$ -	\$ 4,152.00
		4		8	12	32		24	12			24	24														\$ 6,728.00	\$ -		\$ -	\$ 6,728.00

3.7	Retaining Wall	\$ 81.00	\$ 81.00	\$ 72.00	\$ 57.00	\$ 43.00	\$ 37.00	\$ 53.00	\$ 38.00	\$ 72.00	\$ 57.00	\$ 48.00	\$ 37.00	\$ 72.00	\$ 57.00	\$ 37.00	\$ 48.00	\$ 72.00	\$ 43.00	\$ 34.00	\$ 46.00	\$ 46.00	\$ 34.00	\$ 63.00	\$ 51.00	\$ 69.00					
	Wall Geometry			4				20										8	30								\$ 3,214.00			\$ -	\$ 3,214.00
	Wall Type Determination																	4	8								\$ 632.00			\$ -	\$ 632.00
	Wall Structural Design			4														30	60								\$ 5,028.00			\$ -	\$ 5,028.00
	Section 170 - Final Retaining Wall Plans							16										48	96	100							\$ 11,832.00			\$ -	\$ 11,832.00
				8				36										90	194	100							\$ 20,706.00	\$ -		\$ -	\$ 20,706.00

3.8	Fencing	\$ 81.00	\$ 81.00	\$ 72.00	\$ 57.00	\$ 43.00	\$ 37.00	\$ 53.00	\$ 38.00	\$ 72.00	\$ 57.00	\$ 48.00	\$ 37.00	\$ 72.00	\$ 57.00	\$ 37.00	\$ 48.00	\$ 72.00	\$ 43.00	\$ 34.00	\$ 46.00	\$ 46.00	\$ 34.00	\$ 63.00	\$ 51.00	\$ 69.00				
	Fencing Coordination	12		24																						\$ 2,700.00			\$ -	\$ 2,700.00
	Fencing Layout	4		4			24																			\$ 1,500.00			\$ -	\$ 1,500.00
	Fencing Notes	2		2			8							4												\$ 890.00			\$ -	\$ 890.00
		18		30			32							4												\$ 5,090.00	\$ -		\$ -	\$ 5,090.00

[illegible]

KLJ Project Name:	East Century Avenue
KLJ Project Number:	2304-00414
City of Bismarck Number	HC 165 - Final Design & Bidding - Amend 1

Task Code	Description	Senior Project Manager	Senior Project Manager	Senior Engineer	Engineer	Engineer in Training II	Engineer in Training I	Designer	CAD Technician III	Senior Engineer	Engineer	Environmental Planner III	Environmental Planner II	Senior Engineer	Engineer	Engineer in Training I	Planner	Senior Engineer	Engineer in Training II	CAD Technician II	ROW Professional	ROW Professional	CAD Technician II	Principal Land Surveyor	Senior Crew Chief	2-Person Survey Crew	DIRECT LABOR Subtotal	Subconsultant Bill	KLJ's % Markup Subconsultant's Name	Subconsultant Fee	TASK TOTAL
3.14	ROW Acquisition	\$ 81.00	\$ 81.00	\$ 72.00	\$ 57.00	\$ 43.00	\$ 37.00	\$ 53.00	\$ 38.00	\$ 72.00	\$ 57.00	\$ 48.00	\$ 37.00	\$ 72.00	\$ 57.00	\$ 37.00	\$ 48.00	\$ 72.00	\$ 43.00	\$ 34.00	\$ 46.00	\$ 46.00	\$ 34.00	\$ 63.00	\$ 51.00	\$ 69.00					
	Right of Way and Easement Research and Negotiations	8																			164	164				\$ 15,736.00			\$ -	\$ 15,736.00	
	SOR Reports																				82	82				\$ 7,544.00			\$ -	\$ 7,544.00	
	Prepare Right of Way Plats and Easement Exhibit			2	8		41														41	41	74	24		\$ 9,917.00			\$ -	\$ 9,917.00	
	Market Analysis																				4	20				\$ 1,104.00			\$ -	\$ 1,104.00	
	Waiver Valuations																				19	18				\$ 1,702.00			\$ -	\$ 1,702.00	
	Appraisals (1 Appraisal)																									\$ -	\$ 8,000.00	Boulder Appraisal	\$ 8,000.00	\$ 8,000.00	
	Review Appraisal (2 Reviews)																									\$ -	\$ 7,500.00	Jorge Pagan Appraisal	\$ 7,500.00	\$ 7,500.00	
	Assemble and Submit Right of Way and Easement																				41	41				\$ 3,772.00			\$ -	\$ 3,772.00	
	Internal Meetings and Coordination																				15	15				\$ 1,380.00			\$ -	\$ 1,380.00	
	QCQA																				21	21				\$ 1,932.00			\$ -	\$ 1,932.00	
		8		2	8		41														387	402	74	24		\$ 43,087.00	\$ 15,500.00		\$ 15,500.00	\$ 58,587.00	

3.15	Utility Coordination	\$ 81.00	\$ 81.00	\$ 72.00	\$ 57.00	\$ 43.00	\$ 37.00	\$ 53.00	\$ 38.00	\$ 72.00	\$ 57.00	\$ 48.00	\$ 37.00	\$ 72.00	\$ 57.00	\$ 37.00	\$ 48.00	\$ 72.00	\$ 43.00	\$ 34.00	\$ 46.00	\$ 46.00	\$ 34.00	\$ 63.00	\$ 51.00	\$ 69.00					
	Utility Coordination			16	24																					\$ 2,520.00			\$ -	\$ 2,520.00	
	Utility Coordination Meetings (8)	4		8	24		16																			\$ 2,860.00			\$ -	\$ 2,860.00	
	Utility Encounter Plans			8	16		80		24							24										\$ 6,248.00			\$ -	\$ 6,248.00	
	Pothole Coordination of Existing Utilities	2		2			4	4																		\$ 666.00			\$ -	\$ 666.00	
	NuStar Coordination	8		8			16																	2	6	\$ 2,332.00			\$ -	\$ 2,332.00	
		14		42	64		116	4	24							24								2	6	\$ 14,626.00	\$ -		\$ -	\$ 14,626.00	

4	Bidding	\$ 81.00	\$ 81.00	\$ 72.00	\$ 57.00	\$ 43.00	\$ 37.00	\$ 53.00	\$ 38.00	\$ 72.00	\$ 57.00	\$ 48.00	\$ 37.00	\$ 72.00	\$ 57.00	\$ 37.00	\$ 48.00	\$ 72.00	\$ 43.00	\$ 34.00	\$ 46.00	\$ 46.00	\$ 34.00	\$ 63.00	\$ 51.00	\$ 69.00					
4.1	Bid Advertisement	1	1	1																							\$ 234.00			\$ -	\$ 234.00
4.3	Answer Contractor Questions	4	1	8	4													4									\$ 1,497.00			\$ -	\$ 1,497.00
4.4	Substitution Requests	2		4	4													4									\$ 966.00			\$ -	\$ 966.00
4.5	Issue Addendum (2)	4	1	10	30	8	24	16										2	8	8							\$ 5,675.00			\$ -	\$ 5,675.00
4.7	Bid/Contractor Analysis	2		2	4																						\$ 534.00			\$ -	\$ 534.00
4.8	Contracts/Notice of Award	1		1																							\$ 153.00			\$ -	\$ 153.00
4.9	City Commission Meeting	2																									\$ 162.00			\$ -	\$ 162.00
		16	3	26	42	8	24	16										10	8	8							\$ 9,221.00	\$ -		\$ -	\$ 9,221.00

333	59	464	566	408	537	412	260	24	92	24	24	150	264	790	80	100	202	108	387	402	74	24	18	6	5808			
																								\$ 295,693.00	\$ 15,500.00	\$ 311,193.00		

Summary of Costs:			NDDOT	
Direct Labor				\$ 295,693.00
Indirect Costs -	196.37%			\$ 580,652.34
Subtotal				\$ 876,345.34
On bill rate	Fixed Fee -	15.00%		\$ 131,451.80
Raw labor cos	COF -	0.66%		\$ 1,951.57
Direct Expenses				\$ -
Subconsultants				\$ 15,500.00
Reimbursables				\$ -
Balance to Lump Sum or Agreed Fee				\$ -
Total Estimated Engineering Costs				\$ 1,025,248.71



Engineering Department

DATE: April 23, 2024

FROM: Gabe Schell, City Engineer

ITEM: Material Testing Services

REQUEST:

Consider approval of the selection of Terracon and Braun Intertec for Project 1 for material testing services and the ability to retain their services for two subsequent years and approval of Terracon for Project 2 for material testing services.

BACKGROUND INFORMATION:

The Engineering Department requested quotes from material testing firms to provide services for material testing for two projects for the 2024 construction season.

Project 1 is to conduct concrete testing, soil density and compaction testing in the right of way as it relates to city excavation and concrete permits. The Engineering Department received quotes from two firms. Given the anticipated need for this construction season, the following are the projected contract costs based on the rate and fee schedules submitted: Terracon \$19,270, Braun Intertec \$20,600. Given the tight timeframe of most construction projects and the possibility that a testing firm may be unable to conduct the testing in the time allotted, staff recommends awarding a contract to both firms. Terracon would be the primary testing firm and Braun Intertec would be used when the primary firm is unable to provide the tests in the allotted time. This work will be funded through the Engineering Department and is included in the 2024 budget. The sum of the cost of the two contracts will not exceed \$25,000 in 2024.

Project 2 is to conduct materials testing for City Project HC-142, Rosser Avenue and 3rd Street pavement rehab project. This project is governed by NDDOT specifications, which require the owner to provide testing services for the project. The Engineering Department received quotes from two firms. Given the anticipated need for the project, the following are the projected contract costs based on the rate and fee schedules submitted: Terracon \$20,244, Braun Intertec \$27,700. This work will be funded as a project cost.

RECOMMENDED CITY COMMISSION ACTION:

Approval of selection of Terracon and Braun Intertec for Project 1 for material testing services and the ability to retain their services for two subsequent years and approval of selection of Terracon for Project 2 for material testing services for HC 142.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

None



Engineering Department

DATE: April 23, 2024

FROM: Gabe Schell, City Engineer

ITEM: Private Drive and Private Utility Agreement and Access Easement with Edgewood Properties, LLLP.

REQUEST:

Consider approval of a Private Drive and Private Utility Agreement and Access Easement with Edgewood Properties, LLLP.

BACKGROUND INFORMATION:

Edgewood Properties, LLLP is currently developing a 28-unit project to construct single family homes located in northeast Bismarck in Edgewood Village Seventh Addition First Replat. These properties will utilize a private drive, Oklahoma Lane, off Knudsen Avenue and Minnesota Drive for access and to bring utility services to each structure. See attached location map.

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. As part of this development, a PUD was required, which included providing an access easement for the private drive. A copy of the private drive and private utility agreement and the access easement are attached.

RECOMMENDED CITY COMMISSION ACTION:

Approve a Private Drive and Private Utility Agreement and Access Easement with Edgewood Properties, LLLP.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Location Map
2. Private drive and utility agreement
3. Access easement

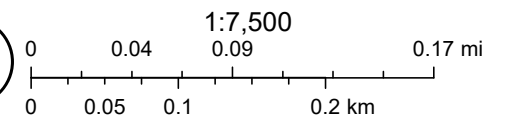
Edgewood Properties LLLP Development



4/16/2024

Location Map

Lot 52, Block 1 Edgewood Seventh
Addition First Replat



Maxar, Esri Community Maps Contributors, City of Bismarck, State of North Dakota, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,

Above this line used for recordation purposes only.

PRIVATE DRIVE AND PRIVATE UTILITY AGREEMENT

The City of Bismarck (the "City") and Edgewood Properties LLLP (the "Owner") make this Development Agreement with regard to the development of the property located in Bismarck, North Dakota and with the property ("the Property") described as follows:

Lot 52, Block 1, Edgewood Village 7th Addition 1st 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 west side of Minnesota Drive and north of Knudsen Avenue.

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.

Dated this _____ day of _____, 2024

Michael T. Schmitz
President, Board of City Commissioners

Attest: _____

Jason Tomanek
City Administrator

STATE OF NORTH DAKOTA)

) ss.

COUNTY OF BURLEIGH)

On this _____ day of _____, 2024, before me personally appeared Michael T. Schmitz and Jason Tomanek, 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)

ACCESS EASEMENT

This Access easement is made this _____ day of _____, 2024, between **Edgewood Properties, LLLP** whose address is 51 Broadway N., Ste 600, Fargo, ND, 58102, Grantor and the Public, Grantee.

1. For and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, an exclusive easement to run with the land at all times hereafter to construct, operate, maintain, and repair curb, gutter, and paving facilities under or upon the real property hereinafter described below. Grantee shall have the right to ingress and egress across real property of Grantor for the purpose herein granted.
2. The real property for the Access easement herein dedicated, granted and reserved is owned by the Grantor and is described as follows:

ALL THAT PART OF LOT 52 BLOCK 1 EDGEWOOD SEVENTH ADDITION FIRST REPLAT, BISMARCK BURLEIGH COUNTY, NORTH DAKOTA, BEING 13' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 52 THAT IS SOUTH 00 DEGREES 37 MINUTES 38 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 282.67 FEET FROM THE NORTHEAST CORNER OF SAID LOT 52; THENCE NORTH 89 DEGREES 33 MINUTES 03 SECONDS WEST, A DISTANCE OF 119.84 FEET; THENCE WESTERLY AND TO THE RIGHT, ON A 200.00 FOOT RADIUS CURVE, AN ARC LENGTH OF 126.30 FEET; THENCE NORTHWESTERLY AND TO THE LEFT, ON A 114.00 FOOT RADIUS CURVE, AN ARC LENGTH OF 333.81 FEET; THENCE SOUTH 41 DEGREES 08 MINUTES 19 SECONDS EAST, A DISTANCE OF 246.19 FEET; THENCE SOUTHERLY AND TO THE RIGHT, ON A 200.00 FOOT RADIUS CURVE, AN ARC LENGTH OF 139.35 FEET; THENCE SOUTH 01 DEGREE 13 MINUTES 03 SECONDS EAST, A DISTANCE OF 82.91 FEET TO THE SOUTH LINE OF SAID LOT 52.

AND

ALL THAT PART OF LOT 52 BLOCK 1 EDGEWOOD SEVENTH ADDITION FIRST REPLAT, BISMARCK BURLEIGH COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS SOUTH 00 DEGREES 37 MINUTES 38 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 52, A DISTANCE OF 260.60 FEET FROM THE NE CORNER OF SAID LOT 52; THENCE NORTH 89 DEGREES 22 MINUTES 22 SECONDS WEST, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 389.60

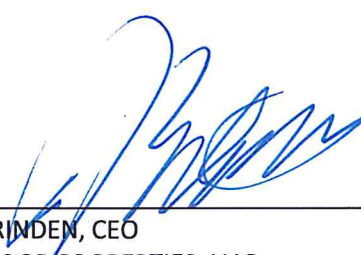
FEET TO THE POINT OF BEGINNING THAT IS ALSO THE MIDPOINT OF THE THIRD CALL OF THE ABOVE EASEMENT; THENCE NORTH 46 DEGREES 59 MINUTES 46 SECONDS WEST, A DISTANCE OF 38.47 FEET TO THE CENTERPOINT OF A 48.00' RADIUS ARC, SAID ARC BEING FILLETED TO A 20.00' RADIUS TO THE WESTERLY SIDELINES OF SAID ABOVE EASEMENT.

Description prepared by Landon Niemiller; Swenson, Hagen & Co. P.C.; 909 Basin Ave, Bismarck, ND 58504.

3. The term of this easement herein reserved is ninety-nine (99) years, beginning upon execution in 2024 and ending in 2123.

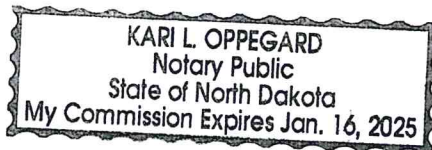
IN WITNESS WHEREOF, the Grantors have hereto fixed their signatures this the 3rd day of April, 2024.

STATE OF North Dakota)
COUNTY OF Cass) SS



JON STRINDEN, CEO
EDGEWOOD PROPERTIES, LLLP
51 BROADWAY N., STE 600
FARGO, ND 58102

On this 3rd day of April, 2024, before me appeared Jon Strinden, CEO of Edgewood Properties, LLLC, known to me to be the person that is described in and that he executed the foregoing instrument, and acknowledged that he executed the same.





Notary Public, Cass County, ND
My Commission Expires: 1-16-25

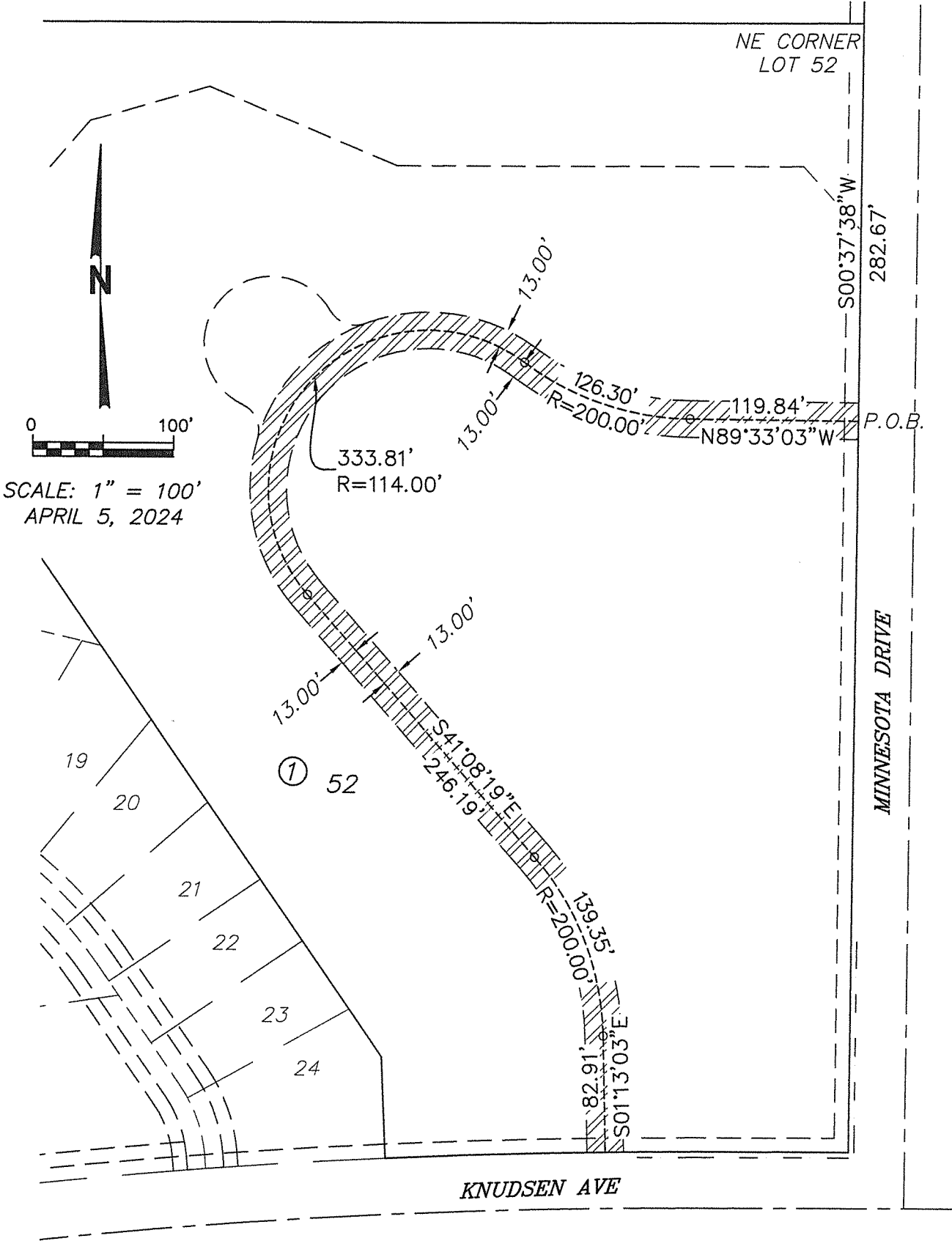
MICHAEL T. SCHMITZ, PRESIDENT
BOARD OF CITY COMMISSIONERS

STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

Notary Public, Burleigh County, ND
My Commission expires: _____

ACCESS EASEMENT

PART OF LOT 52 BLOCK 1
EDGEWOOD SEVENTH ADDITION FIRST REPLAT
BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA



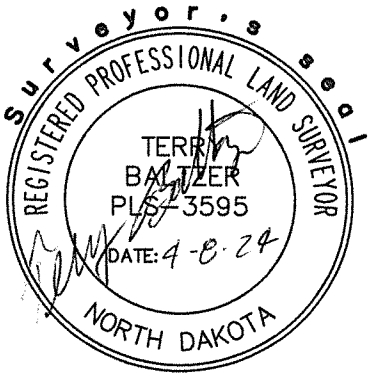
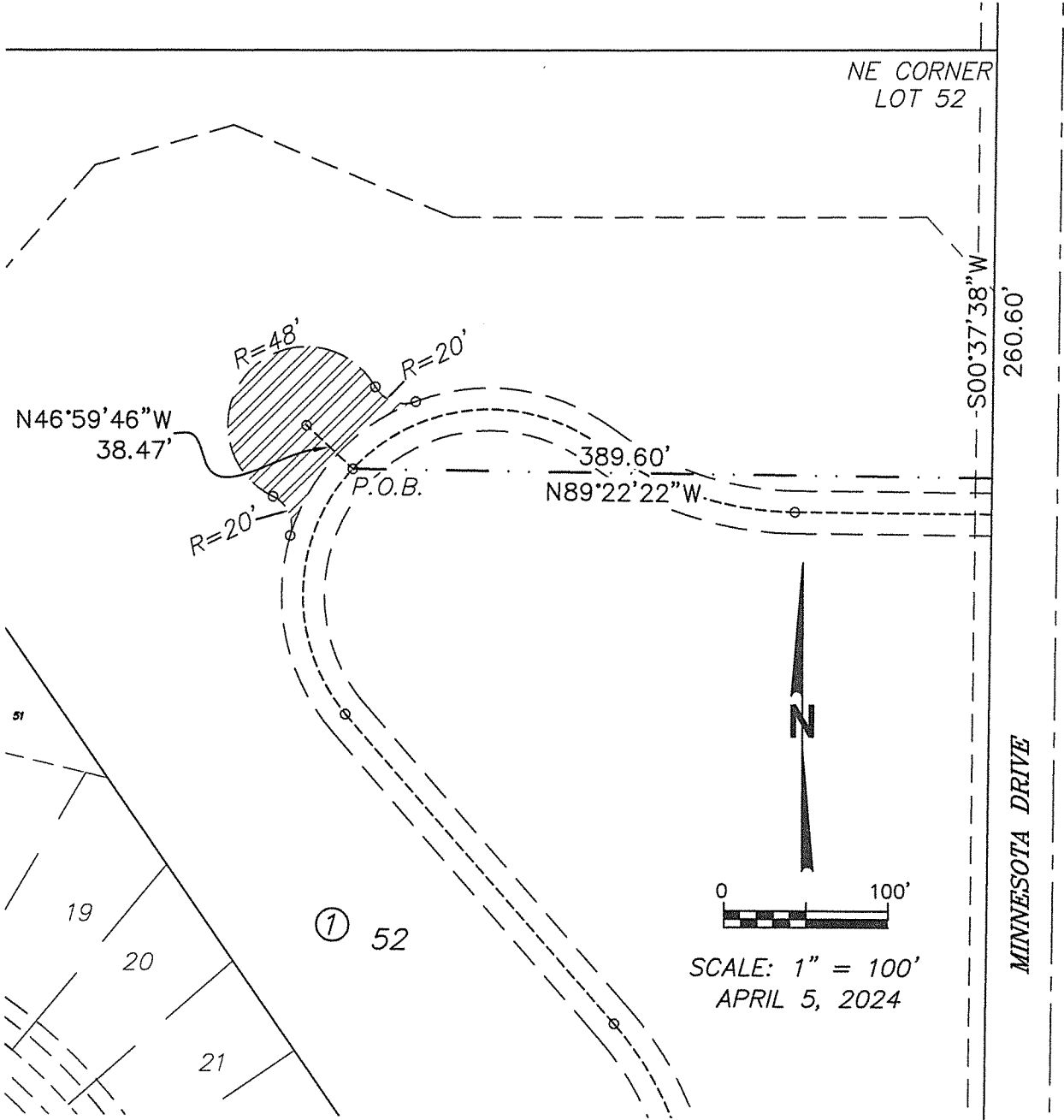
SWENSON, HAGEN & COMPANY P.C.

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

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

ACCESS EASEMENT

PART OF LOT 52 BLOCK 1
EDGEWOOD SEVENTH ADDITION FIRST REPLAT
BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA



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Surveying
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Land Planning
Civil Engineering
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Construction Management



Finance Department

DATE: April 23, 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.

Application for Abatement for 2023
Property Owner - William McCoy
Property Address - 2865 Warwick Loop Unit A
Property ID - 0837-001-159

Application for Abatement for 2023
Property Owner - John & Julie McConnell
Property Address - 709 N Washington St
Property ID - 0015-006-085

Applications for Abatement for 2022 & 2023
Property Owner - Sharee Nelson
Property Address - 401 W Edmonton Dr
Property ID - 1045-003-035

Application for Abatement for 2023
Property Owner - Corinne Lee
Property Address - 711 N 2nd St
Property ID - 0015-003-050

Application for Abatement for 2023
Property Owner - Trent & Shelly Sack
Property Address - 2525 Railroad Ave
Property ID - 0105-053-004

BACKGROUND INFORMATION:

The property owners have met the requirements set forth in NDCC 57-02-08 to apply for the disabled veteran credit and the wheelchair exemption; 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. 0837-001-159

Name MCCOY, WILLIAM

Telephone No.

Address 149 W BRANDEN DR, BISMARCK, ND 58504

Legal description of the property involved in this application:

TATLEY MEADOWS V Block: 1 PART OF LOT 4 & ALL LOT 5 PALACE VIRDES FIRST CONDOMINIUM UNIT 2865-A GARAGE 2865-A BUILDING H

Property Address: 2865 WARWICK Loop UNIT A

Total true and full value of the property described above for the year 2023 is:

Land \$ 36,400
Improvements \$ 130,800
Total \$ 167,200
(1)

Total true and full value of the property described above for the year 2023 should be:

Land \$ 36,400
Improvements \$ 130,800
Total Adj. \$ 33,440
(2)

The difference of \$ 133,760.00 true and full value between (1) and (2) above is due to the following reason(s):

- ☐ 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- ☐ 2. Residential or commercial property's true and full value exceeds the market value
- ☐ 3. Error in property description, entering the description, or extending the tax
- ☐ 4. Nonexisting improvement assessed
- ☐ 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- ☐ 6. Duplicate assessment
- ☐ 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- ☐ 8. Error in noting payment of taxes, taxes erroneously paid
- ☒ 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- ☐ 10. Other (explain) (80% - Full year)

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

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

Applicant asks that 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

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

William McCoy

County Auditor's File No.

24-532

Date Application Was Filed
With The County Auditor

4/4/24

Date County Auditor Mailed
Application to Township
Clerk or City Auditor

(must be within five business days of filing date)

Mark Spink

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. 0015-006-085

Name: MCCONNELL, John & Julie

Telephone No. 701-233-1111

Address 8113 WILLOW ST, WILLOW RIVER, MN 55795-9703

Legal description of the property involved in this application:

NORTHERN PACIFIC Block: 6 COMMENCING @ NW CORNER OF LOT 3; EAST 82' SOUTH AT
RIGHT ANGLES 39', WEST 82', NORTH 39' TO BEGINNING

Property Address: 709 N WASHINGTON ST

Total true and full value of the property described
above for the year 2023 is:

Land	\$ <u>30,000</u>
Improvements	\$ <u>151,700</u>
Total	\$ <u>181,700</u>

(1)

Total true and full value of the property described
above for the year 2023 should be:

Land	\$ <u>30,000</u>
Improvements	\$ <u>122,400</u>
Total	\$ <u>152,400</u>

(2)

The difference of \$ 29,300.00 true and full value between (1) and (2) above is due to the following reason(s):

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

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 true and full value be reduced to \$160,200.

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 John McConnell

Date _____

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 Commissioners are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor _____ Date _____

Application For Abatement
Or Refund Of Taxes

Name of Applicant John & Julie McConell

County Auditor's File No. 24-544

Date Application Was Filed With The County Auditor 4/5/24

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

Mark Sporsberg
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 #1

County of Burleigh

Property I.D. No. 1045-003-035

Name NELSON, SHAREE Y

Telephone No. _____

Address 401 W EDMONTON DR, BISMARCK, ND 58503-0231

Legal description of the property involved in this application:

HIGH MEADOWS 2ND Block: 3 LOT 8

Total true and full value of the property described above for the year 2022 is:

Land \$ 74,000
Improvements \$ 288,500
Total \$ 362,500
(1)

Total true and full value of the property described above for the year 2022 should be:

Land \$ 74,000
Improvements \$ 247,300
Total \$ 321,300
(2)

The difference of \$ 41,200.00 true and full value between (1) and (2) above is due to the following reason(s):

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

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 market value be reduced as recommended.

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 Sharee Y Nelson

Date 4-4-24

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 Shree Nelson

County Auditor's File No. 24-545

Date Application Was Filed
With The County Auditor 4/8/24

Date County Auditor Mailed
Application to Township
Clerk or City Auditor _____

(must be within five business days of filing date)

Mark Spierkestein

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 #1

County of Burleigh

Property I.D. No. 1045-003-035

Name NELSON, SHAREE Y

Telephone No. _____

Address 401 W EDMONTON DR, BISMARCK, ND 58503-0231

Legal description of the property involved in this application:

HIGH MEADOWS 2ND Block: 3 LOT 8

Total true and full value of the property described above for the year 2023 is:

Land \$ 74,000
Improvements \$ 315,600
Total \$ 389,600
(1)

Total true and full value of the property described above for the year 2023 should be:

Land \$ 74,000
Improvements \$ 270,800
Total \$ 344,800
(2)

The difference of \$ 44,800.00 true and full value between (1) and (2) above is due to the following reason(s):

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

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 market value be reduced as recommended.

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 Sharee Y Nelson

Date 4-4-24

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

Shree Nelson

County Auditor's File No.

24-546

Date Application Was Filed
With The County Auditor

4/8/24

Date County Auditor Mailed
Application to Township
Clerk or City Auditor

(must be within five business days of filing date)

Mark Spangenberg

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. 0015-003-050

Name LEE, CORINNE J Telephone No. _____

Address 711 N 2ND ST, BISMARCK, ND 58501-3637

Legal description of the property involved in this application:

NORTHERN PACIFIC
BLOCK 3
NORTH 50' OF LOT 3

Total true and full value of the property described above for the year 2023 is:

Land \$ 40,000

Improvements \$ 101,000

Total \$ 141,000

(1)

Total true and full value of the property described above for the year 2023 should be:

Land \$ 40,000

Improvements \$ 1,000

Total Adj. \$ 41,000

(2)

The difference of \$ 100,000 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) (Wheelchair Exempt - Full Year)

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

Corinne J Lee 28 MARCH 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

Donna Lee

County Auditor's File No.

24-559

Date Application Was Filed
With The County Auditor

4/10/24

Date County Auditor Mailed
Application to Township
Clerk or City Auditor

(must be within five business days of filing date)

Mark Splankowski

IMP

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. 0105-053-004
Name SACK, TRENT & SHELLY Telephone No. _____
Address 2404 KETCHUM AVE, BISMARCK, ND 58503-5732

Legal description of the property involved in this application:

GOVERNOR PIERCE Block: 53 LOT D, TRACT 210 LESS TRACT 210A & TRACT 218B OF BLKS 52
- 53 26TH STREET SHOP CONDOMINIUM ASSOCIATION UNIT 2

Property Address: 2525 RAILROAD AVE

Total true and full value of the property described
above for the year 2023 is:

Land \$ 26,800
Improvements \$ 558,600
Total \$ 585,400
(1)

Total true and full value of the property described
above for the year 2023 should be:

Land \$ 26,800
Improvements \$ 443,200
Total \$ 470,000
(2)

The difference of \$ 115,400.00 true and full value between (1) and (2) above is due to the following reason(s):

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

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 Abatement be approved as submitted.

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 Trent Sack

Date 4-10-24

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

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 Commissioners are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes
------	--------------------------------	--------------------

Application For Abatement
Or Refund Of Taxes

Name of Applicant Teri & Shelly Sack

County Auditor's File No. 21-571

Date Application Was Filed With The County Auditor 4/16/21

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

Made Splendor
MF

County Auditor _____ Date _____



Finance Department

DATE: April 23, 2024

FROM: Dmitriy Chernyak, Finance Director

ITEM: Special Assessment Commission Member Appointment

REQUEST:

Appoint Mason Sisk to the City's Special Assessment Commission.

BACKGROUND INFORMATION:

The City requested applications to replace a resigned member's term and would like to appoint Mason Sisk as the volunteer candidate for the City's Special Assessments Commission for a one-year term. The Special Assessments Commission is a three-member board that verifies that special assessments are spread fairly among properties, not whether work should be performed. City staff believes that Mason would be a valuable addition to the City's Special Assessments Commission.

RECOMMENDED CITY COMMISSION ACTION:

Approve the appointment of Mason Sisk to the Special Assessments Commission for the remainder of a vacated position for a term expiring April 2025.

STAFF CONTACT INFORMATION:

Dmitriy Chernyak, Finance Director, 701-355-1601, dchernyak@bismarcknd.gov

ATTACHMENTS:

None



Public Works Service Operations

DATE: April 23, 2024

FROM: Steven Salwei, Director Public Works Services

ITEM: Concrete Street Light Poles Bid Award

REQUEST:

Award bid for Concrete Street Light Poles to Graybar Electric Company, Inc. for Public Works Service Operations Electrical Division.

BACKGROUND INFORMATION:

Bids were opened on Friday, April 12, 2024, for Concrete Street Light Poles. Three bids were received. The recommendation is to award to the lowest bid, Graybar Electric Company, Inc. for a total sum of \$89,114.25. In the event the company is unable or unwilling to fulfill the agreement, we request to award to the next lowest bidder. The bid tabulation and RFB are attached.

RECOMMENDED CITY COMMISSION ACTION:

Award the Concrete Street Light Poles to Graybar Electric Company, Inc. in the amount of \$89,114.25.

STAFF CONTACT INFORMATION:

Paul Lies, Traffic Maint. Superintendent, 701-355-1719, plies@bismarcknd.gov

ATTACHMENTS:

1. 2024 Concrete Street Light Poles - Request for Bids
2. 2024 Concrete Street Light Poles - Bid Tab
3. Addendum 1 - Advertisement Seeking Bids for Concrete Street Light Poles 2024

**REQUEST FOR BIDS
TO PROVIDE
CONCRETE STREET LIGHT POLES**

CITY OF BISMARCK
PUBLIC WORKS DEPARTMENT
ELECTRICAL DIVISION

BIDS RECEIVED BY:
9:00 A.M. CT
WEDNESDAY, APRIL 10, 2024

OFFICE OF THE CITY ADMINISTRATOR
PO BOX 5503 (221 N 5TH ST, 4th Floor)
BISMARCK ND 58506-5503

DEPARTMENT OF PUBLIC WORKS
PO BOX 5503
BISMARCK ND 58506-5503
(701) 355-1700, option 3

ADVERTISEMENT

The City of Bismarck Public Works Service Operations is seeking bids to provide Concrete Street Light Poles.

Sealed bids will be received in the office of the City Administrator, until 9:00 A.M. CT, on Wednesday, April 10, 2024. Bids will be publicly opened and reviewed at 10:00 A.M. CT, on Wednesday, April 10, 2024.

The sealed bid 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, 4th Floor, Bismarck ND 58501) and shall be sealed and endorsed:

“Bid to Provide Concrete Street Light Poles”

Name of the person, firm or corporation submitting the bid.

If a bid is to be faxed, 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.

Specifications may be downloaded from the website or obtained from Public Works Service Operations, 601 S 26th St, Bismarck ND 58504, or Gale Nicholson, publicworksservice@bismarcknd.gov or 701-355-1707. All bidders are invited to be present at the opening of bids.

Bids shall be made on the basis of cash payment for the equipment provided, delivered to the City of Bismarck Public Works Department.

There shall be deducted from any money due the supplier the sum of Fifty Dollars (\$50.00) for each calendar day that the delivery is delayed. Such deducted amounts shall be charged as liquidated damages and not as a penalty.

In accordance with North Dakota state law, a **separate envelope** containing a bid bond in the amount of five (5) percent of the total amount bid must be attached to the outside of the proposal/bid envelope and labeled **“Bid Bond”**. Bonds of the unsuccessful bidders will be returned to them after making the award.

The Board of City Commissioners reserves the right to hold all bids for a period of forty-five (45) 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.

CITY OF BISMARCK
Jason Tomanek
Acting City Administrator

Adv 3/23 & 3/30

GENERAL SPECIFICATIONS

1. Bids may be accepted or rejected in the best interest of the City of Bismarck.
2. The bid will be awarded on the lowest Total Sum based on the street light pole quantities and descriptions listed on the bid sheet.
3. Bids may be rejected if they show any alteration of form, additions not called for, conditional or alternate bids, incomplete bids, or irregularities of any kind, or if they contain a clause in which the bidder reserves the right to accept or reject a contract awarded to him. Bids in which the prices are obviously unbalanced or bids otherwise regular which are not accompanied by a satisfactory bid bond will be rejected.
4. No bid will be considered unless accompanied by a bidder's bond in an amount equal to five (5) percent of the gross sum bid, attached to the outside of the bid envelope, which bond will be forfeited should the bidder fail to effect a contract within ten (10) days after a notice of award.
5. The total price is to be less federal excise tax for which exemption certificates will be furnished.
6. Contractor awarded the bid, must submit Detailed Manufacturer's Specifications that must be approved by the City, prior to ordering the poles.
7. All concrete street light poles shall be delivered to the City of Bismarck no later than August 27, 2024, a maximum of 18 weeks after award.
8. Purchases by the City of Bismarck are not subject to the North Dakota State Sales Tax.
9. Bids shall be on the bid forms furnished in the specifications packet.
10. Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer inconvenience and financial loss if the delivery date is not met. The parties recognize the difficulties of estimating or proving the financial loss and/or inconvenience of the Owner by the failure to meet the delivery date. Both the Owner and Contractor agree that the Owner has made a reasonable estimate of financial loss and inconvenience caused by a delay that the stated damages are reasonable in amount and reasonably related to the actual damages that would be suffered by the Owner as a result of delayed delivery. Accordingly, instead of requiring any actual proof of damages, Owner and Contractor agree to the sum of \$50 per each day of non-delivery beyond the delivery deadline as reasonable liquidated damages (and not as a penalty) and also agree that the recitals in this paragraph are conclusive presumptions pursuant to NDCC Section 31-11-02.

11. The City reserves the right to waive all technicalities or deviations from specifications, if deemed not material, in the City's sole discretion.
12. As a political subdivision, the City of Bismarck will not agree to indemnify or hold harmless any bidder or contractor for any actions or negligence of the bidder or contractor or for any third-party liability. The City of Bismarck will agree to be responsible for its own actions and for the actions of its officials, officers, employees, or agents. By submitting a response to this RFP, the bidder or contractor agrees that it will not ask the City of Bismarck to indemnify or hold harmless the bidder or contractor.
13. It is the policy of the City of Bismarck to comply with all laws, rules, regulations, and orders with respect to local preference, non-discrimination, wages and hours and all other applicable laws, rules, regulations, and orders. All suppliers, contractors, and service providers doing business with the City of Bismarck must certify that they are in compliance with all federal, state, and local laws, regulations and orders including but not limited to those regarding non-discrimination, wages and hours, workers' compensation, and immigration. Failure of compliance may result in the cancellation of any City of Bismarck contract and exclusion from consideration for future contracts.

SPECIAL PROVISION NO. 1
PROVIDE
TYPE DP STREET LIGHT POLE NO ARM
12' Minimum Pole Height Above Grade

Prices provided shall include shipping to the City of Bismarck street light pole storage area located at the Solid Waste Facility at 2111 North 52nd Street.

The street light pole standards shall be furnished per City of Bismarck Standard Specification with the following provisions:

Type DP light standard, concrete having the following features:

1. Precast, pre-stressed spun concrete, direct embedded, tapered, 12-ft nominal mounting height.
2. Minimum of 3 1/2-inch OD by 17-inch-long cast aluminum tenon with a maximum of 3 7/8-inch OD
3. Color and finish: Equivalent to Ameron VER04, white natural, exposed aggregate finish with amershield anti-graffiti coating or Stresscrete Color: Bismarck tan finish: etched.
4. Handhole opening, Ameron placed at 90° & 270 ° to curb side, minimum 1 5/8"X7" or Stress Crete placed at 90° to curb side, minimum 2 1/2"X8" opening with cast aluminum frame and cover with stainless steel screws.
5. Cable entrances, placed at 90° and 270° to curb side, minimum 2 1/4" X 9".
6. GFI box cast in place.
7. Grounding lead to bond the pole to the grounding system.
8. See attached shop drawings.
9. Manufacturers and model number:
Ameron VER04
Stresscrete KD(NF)12-G-T-E84-GFI-C/W 140(40/200)

SPECIAL PROVISION NO. 2
PROVIDE
TYPE L & L1 STREET LIGHT POLE STANDARDS
28' Minimum Mounting Height

Prices provided shall include shipping to the City of Bismarck street light pole storage area located at the Solid Waste Facility at 2111 North 52nd Street.

The street light pole standards shall be furnished per City of Bismarck Standard Specification with the following provisions:

Type L and L1 light standard, concrete having the following features:

1. Precast, pre-stressed spun concrete, direct embedded, octagonal, tapered, 28-foot nominal mounting height.
2. 6-foot galvanized steel mast arm with 4-bolt arm clamp with scroll assembly, Ameron Part No. C6ARMA.
3. Mix color and finish: equivalent to Ameron color No.112-sky gray, or Stresscrete Concrete color salt & pepper with gloss acrylic graffiti resistant coating.
4. Bolt on cast aluminum top cap with (2) 3/8" X 1" cap screws.
5. Handhole opening, placed at 180° to curb side, minimum 2 1/4" X 7" opening with cast aluminum frame and cover with stainless steel screws.
6. Cable entrances, placed at 90° and 270° to curb side, minimum 2 1/4" X 9".
7. Grounding lead to bond the pole to the grounding system.
8. Manufacturers and model number:
Ameron MEO-8.5-C6-Brace
Stresscrete E330-BPO-G-S30-AG C/W

Submission for preapproved equals shall be per Section 1004 of the Standard Specifications.

BID SHEET

Bidder: _____

Date: _____, 2024

To The Honorable Board of City Commissioners

Bismarck, North Dakota

Commissioners:

We the undersigned agree to furnish to the City of Bismarck the following: Concrete Street Light Poles conforming to the General Specifications and the Special Provisions at bid prices listed below.

CONCRETE STREET LIGHT POLES

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
Special Provision 1	5	EA	\$	\$
Special Provision 2	30	EA	\$	\$
TOTAL SUM			\$	\$

COMPANY

SIGNATURE

PRINTED NAME

TITLE

MAILING ADDRESS

City

State

Zip

PHONE NUMBER

EMAIL

CITY OF BISMARCK
221 North 5th Street
Bismarck ND 58501
CONCRETE STREET LIGHT POLES - BID TABULATION
Friday, April 12, 2024

Bids Received - 3:00 p.m. CT Bids Opened – 4:00 p.m. CT

VENDOR			Graybar Electric Company, Inc		Dakota Supply Group		Border States Electric Supply	
ACKNOWLEDGED ADDENDUM #1			Yes		Yes		Yes	
ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
Special Provision 1	5	Each	\$1,603.35	\$8,016.75	\$3,360.00	\$16,800.00	\$3,315.74	\$16,578.70
Special Provision 2	30	Each	\$2,703.25	\$81,097.50	\$2,705.00	\$81,150.00	\$2,664.97	\$79,949.10
TOTAL:			TOTAL:	\$89,114.25	TOTAL:	\$97,950.00	TOTAL:	\$96,527.80

ADDENDUM NO. 1
REQUEST FOR BIDS
TO PROVIDE
CONCRETE STREET LIGHT POLES

CITY OF BISMARCK
PUBLIC WORKS DEPARTMENT

BIDS RECEIVED BY: 9:00 A.M. CT on WEDNESDAY, APRIL 10, 2024

Addendum No. 1 to the Concrete Street Light Poles Request for Bids states as follows:

1. The advertisement was not published as scheduled; therefore, the date and time to receive bids and open and review bids has been changed.

The correct date and time(s):

Receive Bids By: 3:00 P.M. CT on Friday, April 12, 2024.

Bids Opened and Reviewed: 4:00 P.M. on Friday, April 12, 2024.

ADVERTISEMENT

The City of Bismarck Public Works Service Operations is seeking bids to provide Concrete Street Light Poles.

Sealed bids will be received in the office of the City Administrator, until ~~9:00 A.M. CT, on Wednesday, April 10, 2024~~ **3:00 P.M. CT on Friday, April 12, 2024**. Bids will be publicly opened and reviewed at ~~10:00 A.M. CT, on Wednesday, April 10, 2024~~ **4:00 P.M. CT on Friday, April 12, 2024**.

---end of Addendum 1---

This addendum shall become a part of the specifications and its receipt acknowledged on the envelope containing the proposal . *Bids will not be opened if said acknowledgement is not indicated on the envelope.*

Due to discrepancies with addendum acknowledgement on previous projects, the BIDDER shall also **include on the outside of the bid envelope the name and telephone number** of a person to be contacted in the event of a submitted bid package irregularity. The indicated individual should be available between receipt of bid and the opening should a question arise. Failure to resolve a submittal irregularity may result in the rejection of the bid package as submitted according to the City of Bismarck Board of City Commissioners' instructions and at their discretion.



Steve Salwei, P.E.
Public Works Service Operations Director



Date



Public Works Service Operations

DATE: April 23, 2024

FROM: Steven Salwei, Director Public Works Services

ITEM: Library Restroom Renovation Project - EngTech, LLC Bid Award

REQUEST:

Approval to enter into an agreement with EngTech, LLC to provide consulting services for Bismarck Veterans Memorial Library Restroom Renovation Project.

BACKGROUND INFORMATION:

A Request for Qualifications for Architectural Services was advertised in January 2024 and qualification statements were accepted on February 9, 2024. A review committee selected EngTech, LLC to provide consulting services for design, contract document preparation, bidding, and contract administration for the Bismarck Veterans Memorial Library (515 North 5th Street, Bismarck) Renovation Project for the existing restrooms on the main floor, 2nd floor, and the lower-level. Contract amount of \$67,500 for basic services.

RECOMMENDED CITY COMMISSION ACTION:

Approval to enter into an Agreement with EngTech, LLC for Bismarck Veterans Memorial Library Restroom Renovation Project.

STAFF CONTACT INFORMATION:

Bruce Schirado, Facilities Manager - Building Maintenance, 701-355-1743,
bschirado@bismarcknd.gov

ATTACHMENTS:

1. RFQ for Veterans Memorial Library Restrooms
2. Rating Sheets Results for Architect Library Restrooms Remodel - Update

BISMARCK VETERANS MEMORIAL LIBRARY

REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES

The Bismarck Veterans Memorial Library requests written qualifications from professional Architectural/Engineering firms for the following:

The Bismarck Veterans Memorial Library has identified a need to remodel / update the existing restrooms on the main floor, 2nd floor, and the lower-level restrooms. The successful applicant will provide consulting services for design, contract documents preparation, bidding, and contract administration for the Bismarck Veterans Memorial Library restroom remodel project. Bismarck Veterans Memorial Library is located at 515 North 5th Street, Bismarck ND.

Qualifications Statements from consultants, six (6) hard copies and one digital copy, will be accepted until **4:00 pm CT on Friday, February 9, 2024**, in the format prescribed by the City. Mail or deliver documents to the Public Works Service Operations Department, Attn: Bruce Schirado, Facilities Manager:

Mailing Address: PO Box 5503, Bismarck, ND 58506-5503

Physical Address: 601 South 26th Street, Bismarck ND 58504

Written proposals shall address the firm's experience and ability to perform the defined services in a timely manner. Written proposals shall be limited to a maximum of 20 single-sided or 10 double-sided pages on standard letter (8-1/2x11) paper. The primary items for consideration will be, but not limited to, the firm's:

1. Technical capabilities of Firm and of proposed project team.
2. Experience and performance of Firm and of proposed project team.
3. Understanding of project and proposed work approach.
4. Knowledge of regulations and local conditions.
5. Ability to respond in a timely manner.
6. Availability of qualified personnel.
7. Experience with similar type of projects.

The architect/engineer will be selected based upon Statements of Qualification and/or oral interviews. A selection committee will recommend a single firm to the Board of City Commissioners. A detailed scope of work will be developed, and price will be negotiated with the selected firm. Failure to reach an agreement acceptable to the City of Bismarck will result in negotiation with the second most qualified firm. A professional services agreement will be executed with a single firm.

All inquiries shall be directed to Bruce Schirado, Facilities Manager, bschirado@bismarcknd.gov or 701-390-0070.

Site Visit: A site visit will be held at the Bismarck Veterans Memorial Library, 515 North 5th Street, Bismarck, ND 58501, on **Thursday, January 25, 2024, at 10:00 a.m. CT** at the building's entrance.

The City reserves the right to reject any or all proposals or inquiries, waive any informality in the process or to accept any response it may deem to be in the best interest of the City.

RATING SHEET FOR SELECTION OF ARCHITECTURAL SERVICES FOR BISMARCK VETERANS MEMORIAL LIBRARY

FIRM	CM 1	CM 2	CM 3	CM 4	CM 5	CM 6	Total
EngTech	56.00	50.00	47.00	58.00	60.00	58.00	329.00
END/a	56.00	49.00	46.00	57.00	50.00	47.00	305.00
EAPC	50.00	48.00	47.00	57.00	55.00	58.00	315.00
J2 Studios	49.00	45.00	55.00	38.00	42.00	56.00	285.00

RANKING

FIRM	CM 1	CM 2	CM 3	CM 4	CM 5	CM 6	Total	Rank
EngTech	1	1	2	1	1	1	7	1
END/a	1	2	3	2	3	3	14	3
EAPC	2	3	2	2	2	1	12	2
J2 Studios	3	4	1	3	4	2	17	4



Public Works Service Operations

DATE: April 23, 2024

FROM: Steven Salwei, Director Public Works Services

ITEM: New Scale House - Conceptual Design Scope and Fee

REQUEST:

Approve contract with HDR Engineering for the new Scale House Conceptual Design Scope and Fees.

BACKGROUND INFORMATION:

On February 13, 2024, the City Commission approved the extension of the Master Short Form Agreement to February 16, 2026, with HDR Engineering, Inc. for Solid Waste Collections and Landfill Operations.

Public Works Service Operations has requested HDR Engineering to assist in the identification, evaluation and eventual development of a new scale house and scales at the entrance of the existing landfill. The Scope of Services has been established by the Task Series, as follows:

- Task 100 – Project Kickoff and Programming Workshop
- Task 200 – Data Gathering and Information Review
- Task 300 – Conceptual Design and Site Layout

The goal and objectives established for the scale house will include ancillary features such as scales, access roads, and incorporation with existing site operations. The estimated fee for tasks 100, 200, and 300 is \$47,570.

RECOMMENDED CITY COMMISSION ACTION:

Approve the contract for the new Scale House Conceptual Design Scope and Fees with HDR Engineering.

STAFF CONTACT INFORMATION:

Steven Salwei, Director Public Works Services, 701-355-1705, ssalwei@bismarcknd.gov

ATTACHMENTS:

1. Scale House Scope Fee - HDR Transmittal
2. Scale House and Scales - Conceptual Design
3. 2024 HDR Engineering Rate Sheet
4. Scale House and Scales - Fee Development Conceptual Design

Transmittal

Date: Tuesday, February 13, 2024

Project: City of Bismarck Solid Waste

To: Steve Salwei, PW Director of Service Operations, City of Bismarck

From: Dennis Reep, HDR Engineering
Karli Frohling, HDR Engineering

Subject: Scale House Design and Construction Administration – Scope and Fee Estimate

We are sending you:

☒ Attached	☐ Under separate cover via the following items:	
☐ Shop drawings	☐ Prints	☐ Plans
☐ Samples	☐ Specifications	☐ Copy of letter
☐ Change Order	☐ Other: Enter Other Item	

Copies	Date	No.	Description
1	2/13/2024	1	Scope Document
1	2/13/2024	2	Fee Document
1	2/13/2024	3	Rate Sheet

These are transmitted as checked below:

☐ For your approval	☐ Approved as submitted	☐ Resubmit
☐ For your use	☐ Approved as noted	☐ Submit
☒ As requested	☐ Returned for corrections	☐ Return
☒ For review/comment	☐ Other: Enter Other Item	
☐ For bids due	☐ Prints returned after loan to us	

Remarks: As discussed on Feb 2, 2024

Copy to:

Signed:  Dennis Reep

Engineering Scope of Services for the City of Bismarck, North Dakota Solid Waste Scale House and Scales

February 13, 2024

Project Description

The purpose of this scope is to describe the objectives, activities, deliverables, key assumptions, and approach that the ENGINEER will utilize in carrying out the services requested by the OWNER for the identification, evaluation and eventual development of a new scale house and scales at the entrance of the existing landfill.

The OWNER has requested assistance in the development of a new scale house, scales, and access roads for traffic routing and queuing at the existing landfill to replace the existing scale house. The new scale house and scales will be located on the west side of the existing landfill and within a few hundred feet of the existing scale house. The Scope of Services has been established by Task Series, which are as follows:

Task 100 – Project Kickoff and Programming Workshop

Task 200 – Data Gathering and Information Review

Task 300 – Conceptual Design and Site Layout

TASK 100 – PROJECT KICKOFF AND PROGRAMMING WORKSHOP

OBJECTIVE

The objective of this task is to establish project communication protocols, discuss project goals, schedules, project constraints, and other key discussion points. The workshop will focus on confirming the programming requirements and OWNER needs for the proposed scale house to provide the team with an understanding of the drivers, issues, space needs, and goals to be considered. The existing design of a scale house (designed for Larimer County, Colorado) shared by ENGINEER during scoping meeting will serve as the basis of the programming.

ENGINEER ACTIVITIES

- ENGINEER will participate in a kickoff meeting at the OWNER's office, or virtually as appropriate to discuss project logistics and initial project data with OWNER staff. The kickoff meeting will be held within three (3) weeks of receiving notice to proceed. The meeting will cover technical and administrative project issues with key team members. The project kickoff portion of the meeting will include:
 - Goal and objective establishment for the scale house including ancillary features such as scales, access roads, and incorporation with existing site operations.
 - Identification of existing permits and data relevant to the project area.
 - Additional discussion elements will include review of:

- Customer traffic and vehicle types
 - Operational and spatial needs
 - Regulatory requirements
 - Sustainability goals
 - OWNER standards
 - Communications and security needs
 - Signage
 - Utilities
- Prior to the meeting, ENGINEER will submit an agenda for review and comment.
 - ENGINEER will prepare meeting notes summarizing the meeting discussion and basis of design elements. ENGINEER will submit draft meeting notes to the OWNER for review and comment prior to finalization.

MEETINGS

- One (1) kickoff meeting at the OWNER's office and/or virtual as appropriate and site visit with up to three (3) ENGINEER project team members.
- One (1) virtual review meeting to discuss draft meeting notes with up to three (3) ENGINEER project team members.

DELIVERABLES

- Draft and final meeting agenda.
- Draft and final electronic versions of meeting notes.

CLARIFICATIONS

- The OWNER will provide recent operational information requested.
- The OWNER to provide the meeting location.
- The kickoff meeting will consist of one (1) half-day at the OWNER's offices followed by a site visit to confirm certain discussion points.
- It is intended to duplicate prior design from example shared by ENGINEER during scoping meeting and confirm the components of that design during programming.

TASK 200 – DATA GATHERING AND INFORMATION REVIEW

OBJECTIVE

The objective of this task is to obtain, gather, and review readily available existing data and information pertaining to utilities, as-builts, site modifications, topographic survey, and geotechnical information for the use in further developing concepts as noted in Task 300.

ENGINEER ACTIVITIES

- ENGINEER will contract with a geotechnical engineering firm to perform geotechnical investigation in the project area. The following geotechnical engineering services are anticipated:
 - Perform site field investigation;
 - Perform the necessary soil borings for new building construction and miscellaneous sitework;
 - Perform laboratory soils testing and analysis; and
 - Determine the characteristics of the subsurface materials.
- The geotechnical engineering firm will prepare a geotechnical report sealed by a registered Professional Engineer containing recommendations of pavement design, foundation design, and related construction recommendations.
- ENGINEER will contract with North Dakota registered land surveyor to conduct a field survey of the project site. The field survey work will consist of approximately two (2) acres to include topographical survey and utility location survey of above ground and below ground utilities within the project site.
- ENGINEER will evaluate and identify available utility services and capacity at the site, including electrical power, water, sewer, telecommunications, and storm water.
- ENGINEER will review data and information collected and identify potential data gaps.

MEETINGS

- No meetings are anticipated for this task.

DELIVERABLES

- Draft and final geotechnical report (electronic, PDF).
- Draft and final survey (electronic, PDF).

CLARIFICATIONS

- Geotechnical exploration will include two to three borings with each being advanced with a truck mounted drill rig using hollow-stem augers and will extend 15 feet deep. Borings will be backfilled with drilling spoils.
- Borings will be logged in general accordance with the Unified Soil Classification System and ASTM D2488 by observing cuttings and split-spoon samples.

- Soil samples will be tested to evaluate the on-site soil's index, strength and chemical characteristics.
- Basis of horizontal control shall be based on North Dakota State Plane Coordinate System South as established by GPS methods. Vertical control shall be based on NAVD88 datum benchmarks in and/or adjacent to project area.
- Survey will not include landscape inventory indicating size and type of vegetation and coordination for any blue staking marking services.
- Geotechnical subcontractor will contact North Dakota One Call (811) to evaluate utility locations prior to performing exploratory borings.
- OWNER to assist in summarizing site modifications not previously documented.
- OWNER to provide record drawings of existing facilities in PDF and/or CAD format at project kickoff.
- A budget of \$10,000 (\$5,000 each) has been allocated for survey and geotechnical investigation. These services will be billed at cost.

TASK 300 – CONCEPTUAL DESIGN AND SITE LAYOUT

OBJECTIVE

The objective of this task is to confirm the scope elements for the proposed scale house and scales. The result would be a conceptual site plan that documents the key criteria that will guide the detailed design of the project and provide the OWNER with an opinion of probable cost for planning and budgeting purposes.

ENGINEER ACTIVITIES

- ENGINEER will determine structural, electrical, water/sewer plumbing, mechanical system, storm water, and physical requirements.
- ENGINEER will develop preliminary building elevations and sections.
- ENGINEER will review regulations and provide a discussion of permitting requirements associated with facility implementation such site plan approval and building codes.
- ENGINEER will prepare a conceptual site plan identifying scale house location, preliminary grading, access roads, inbound and outbound scales, and anticipated utilities locations and tie-ins.
- ENGINEER will prepare an opinion of probable construction cost based on the level of detail of the engineering and design to be completed at this time, a contingency of 25% will be included in the opinions of cost. The cost estimate will be prepared in accordance with American Association of Cost Engineering (AACE) standards.
- ENGINEER will facilitate a virtual conceptual site plan and building elevations review meeting with OWNER staff to discuss the components of the plan and building.
- ENGINEER will address OWNER comments on the conceptual site plan and building elevations and prepare a final conceptual site plan and building elevations.

- ENGINEER will develop up to 3 conceptual level alignments/alternatives for approach roadway to new scale house parallel to N 52nd Street.

MEETINGS

- One (1) virtual review meeting to discuss the draft conceptual site plan with up to three (3) ENGINEER project team members.

DELIVERABLES

- Draft and Final Conceptual Site Plan and Building Elevations.

CLARIFICATIONS

- Unless otherwise noted, all project deliverables will be issued electronically, for both draft and final conceptual site plan and building elevations, in PDF formats.
- Conceptual site plan and building elevations will be utilized to refine design elements and fee estimate including permitting and construction services to be provided as an additional scope and fee.

Cost Estimate

ENGINEER will furnish labor, equipment, and materials as outlined in this proposal to assist the OWNER in accomplishing the scope of work described herein on a time and material basis for an estimated fee of \$47,570. A breakdown of costs is given below:

Cost Summaries	
Tasks	Cost
Task Series 100 - Planning Initiation & Workshop	\$ 4,135
Task Series 200 - Data Gathering & Information Review	\$ 15,310
Task Series 300 - Conceptual Design and Site Layout	\$ 28,125
Task Series 400 - Regulatory Approvals/Permitting	\$ -
Task Series 500 - Design Development	\$ -
Task Series 600 - Construction Administration	\$ -
Task Series 700 - Project Management	\$ -
Total	\$ 47,570

ASSUMPTIONS

- This proposal includes assumptions HDR has made in the preparation of our bid. If our assumptions are not correct, it could result in an adjustment to our proposed fee. In the event we are made aware of a change in scope or if one of our assumptions is not correct, we will engage OWNER to discuss appropriate schedule and/or compensation reimbursement (if appropriate).
- HDR assumes that budgets can be re-allocated between individual tasks as needed depending upon actual incurred cost for each task.
- Design is anticipated to occur in 2024 and construction in 2025.
- HDR will invoice according to our 2024 Rate Sheet.



HDR Engineering 2024 Hourly Billing Rates

Enclosed are the 2024 Hourly Billing Rates for HDR Engineering. These rates shall be adjusted annually.

Description	Billing Rate/Hour
Managing Principal	235
Senior Project Manager	225
Project Manager III	205
Project Manager II	190
Project Manager I	170
Engineer VI	205
Engineer V	190
Engineer IV	170
Engineer III	145
Engineer II	130
Engineer I	120
Senior ASME Engineer	195
ASME Engineer	180
System Integrator Engineer IV	195
System Integrator Engineer III	175
System Integrator Engineer II	155
System Integrator Engineer I	115
Engineering/Field Services Technician V	180
Engineering/Field Services Technician IV	160
Engineering/Field Services Technician III	135
Engineering/Field Services Technician II	115
Engineering/Field Services Technician I	105
Cadd/GIS Technician V	160
Cadd/GIS Technician IV	140
Cadd/GIS Technician III	120
Cadd/GIS Technician II	110
Cadd/GIS Technician I	100
Right of Way IV	190
Right of Way III	175
Right of Way II	155
Right of Way I	120
Right of Way Coordinator	95
Environmental/Hydrologist/Geologist VI	200
Environmental/Hydrologist/Geologist V	180
Environmental/Hydrologist/Geologist IV	160
Environmental/Hydrologist/Geologist III	140
Environmental/Hydrologist/Geologist II	125
Environmental/Hydrologist/Geologist I	110
Senior Land Surveyor	155
Land Surveyor	135
Survey Technician III	125
Survey Technician II	110
Survey Technician I	95



Senior Construction Manager	205
Construction Manager	195
Construction Engineer III	180
Construction Engineer II	160
Construction Engineer I	135
Construction Inspector	105
Strategic Communications/Graphic Designer IV	165
Strategic Communications/Graphic Designer III	145
Strategic Communications/Graphic Designer II	130
Strategic Communications/Graphic Designer I	100
Project Controller	95
Project Assistant	95
Admin Assistant	70

HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise will be billed at the below rates.

Description	Billing Rate/Hour
Technical Expert VI	315
Technical Expert V	305
Technical Expert IV	285
Technical Expert III	265
Technical Expert II	245
Technical Expert I	225

REIMBURSABLE EXPENSES

Reimbursable Expense shall mean actual expenses incurred for travel, meals, subconsultants, shipping, and other incurred expense. If negotiated with Owner in the contract, HDR will add an agreed to percentage mark-up to subconsultant invoices to cover administrative expenses and vicarious liability. Specialty equipment charges apply to specific equipment used on the project.

<u>Direct Expenses</u>	
Drone	\$275.00 per day
Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
HDR Vehicle Mileage	\$0.75 per mile
Personal Vehicle Mileage	IRS rate per mile
<u>Printing (in-house)</u>	
B&W 8.5x11	\$0.0857 each
Color 8.5x11	\$0.1801 each
B&W 11x17	\$0.1228 each
Color 11x17	\$0.2397 each
Plots Bond	\$0.55 per sq. ft.

WORK BREAKDOWN STRUCTURE																																							
Bismarck Scale House																																							
Date: 02.12.2024																																							
Firm Name: HDR Engineering Inc.																																							
Eng III Proj Asst Proj Asst Senior PM Controller Eng III SR ASME ASME BIM SR ASME ASME BIM MGT ASME ASME Cadd V ASME ASME ASME Cadd IV SR ASME SR ASME Eng V ASME Cadd V SR ASME Eng II Cadd II																																							
	MGMT		ADMIN			PM	ARCH				ELEC			STRUCT				MECH				FIRE	CIVIL																
	CO PM	Proj Coord	Quality	Cost Est	Account.	ND	Lead	Design	Draft	QC	Lead/Design	Draft	QC	Lead	Design	Draft	QC	Lead	Design	Draft	QC	Lead	Lead	Design & Draft	BIM Coord	QC	Transportaion		Insp.										
	Lahrs, Grace	Christy Henze	Gray, Melissa Anne	Baldwin, Michael Jon (Michael)	Erin Schramm	Sanders Frohling, Karl Rae	McKinley, Richard K	Lawson, Kariba O Marion (Kari)	Suhr, Scott	Fallon, Vincent P	Salerno-Delgado, Antonio Christopher	Lynch, Nicole M	Moore, Travis T	Mulderick, Colin James	Nannen, Zachary	Nelson, Robin L	Magnussen, Svein K	McMullen, John Patrick	Singleton, Jacob William	Singleton, Jacob William	Green, Justin T	Sachsenmaier, Zachary J	Jarrett, Matt	Branigan, Katherine	Lynch, Nicole M	Vongries, Kim	Chris Bobzien	Derek Van Luik	Skjoldal, Jon	Total Hours	Total Labor (\$)	Subconsultant(s)	Direct Costs (\$)	Total Labor & Expenses (\$)					
	Hourly Billing Rate	\$145.00	\$95.00	\$95.00	\$225.00	\$95.00	\$145.00	\$195.00	\$180.00	\$140.00	\$195.00	\$180.00	\$140.00	\$225.00	\$195.00	\$180.00	\$160.00	\$225.00	\$180.00	\$180.00	\$140.00	\$195.00	\$195.00	\$190.00	\$180.00	\$160.00	\$195.00	\$130.00	\$110.00	\$135.00									
Task Series 100 - Planning Initiation & Workshop	10	1	0	0	8	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	29	\$3,935.00	\$0.00	\$200.00	\$4,135.00					
Kickoff / Planning Workshop (Virtual)	8					4																4							16	\$2,500.00	\$0.00	\$200.00	\$2,700.00						
PMP, Agenda & Meeting Notes	2	1			8	2																							13	\$1,435.00	\$0.00	\$0.00	\$1,435.00						
Task Series 200 - Data Gathering & Information Review	0	2	0	0	0	5	0	0	0	0	4	0	0	2	0	0	0	1	2	0	0	0	5	8	1	1	0	0	0	31	\$5,310.00	\$10,000.00	\$0.00	\$15,310.00					
Geotechnical Investigation		1				2								2								2							7	\$1,155.00	\$5,000.00	\$0.00	\$6,155.00						
Surveying		1				2																1		1					5	\$735.00	\$5,000.00	\$0.00	\$5,735.00						
Existing Utilities											4							1	2				1	4					12	\$2,170.00	\$0.00	\$0.00	\$2,170.00						
Storm Water						1																1	4		1				7	\$1,250.00	\$0.00	\$0.00	\$1,250.00						
Task Series 300 - Conceptual Design and Site Layout	14	0	0	10	0	9	1	14	4	0	2	0	0	4	0	4	0	0	0	0	0	0	22	48	8	3	8	16	0	167	\$28,125.00	\$0.00	\$0.00	\$28,125.00					
Scale House Floor Plan and Sections	2					1	1	8	4					4		4													24	\$4,050.00	\$0.00	\$0.00	\$4,050.00						
Site Layout	2					2		4														4	12	4	1				29	\$5,055.00	\$0.00	\$0.00	\$5,055.00						
Preliminary Grading	2					2																8	12		1				25	\$4,455.00	\$0.00	\$0.00	\$4,455.00						
Utility Requirements	2					2																4	12		1				21	\$3,695.00	\$0.00	\$0.00	\$3,695.00						
Regulatory/Permitting Requirements	2					2		2														4	4						14	\$2,420.00	\$0.00	\$0.00	\$2,420.00						
																													0	\$0.00	\$0.00	\$0.00	\$0.00						
Draft Conceptual Design and Site Layout	2										2											2	8	4			8	16	42	\$5,910.00	\$0.00	\$0.00	\$5,910.00						
OPCC	2			10																									12	\$2,540.00	\$0.00	\$0.00	\$2,540.00						
																													0	\$0.00	\$0.00	\$0.00	\$0.00						
Task Series 400 - Regulatory Approvals/Permitting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00					
City of Bismarck Pre-Application Meeting																													0	\$0.00	\$0.00	\$0.00	\$0.00						
City of Bismarck Site Plan Application																													0	\$0.00	\$0.00	\$0.00	\$0.00						
Stormwater Management Worksheet																													0	\$0.00	\$0.00	\$0.00	\$0.00						
Post-Construction Stormwater Mgt. Application																													0	\$0.00	\$0.00	\$0.00	\$0.00						
Respond to Comments																													0	\$0.00	\$0.00	\$0.00	\$0.00						
																													0	\$0.00	\$0.00	\$0.00	\$0.00						
Task Series 500 - Design Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00					
60% Plan set																													0	\$0.00	\$0.00	\$0.00	\$0.00						
60% Specs (draft)																													0	\$0.00	\$0.00	\$0.00	\$0.00						
60% OPC																													0	\$0.00	\$0.00	\$0.00	\$0.00						
60% QC & Updates																													0	\$0.00	\$0.00	\$0.00	\$0.00						
60% Review Meeting (virtual for Denver team)																													0	\$0.00	\$0.00	\$0.00	\$0.00						
90% Plan set																																							



Public Works Service Operations

DATE: April 23, 2024

FROM: Steven Salwei, Director Public Works Services

ITEM: Purchase of Traffic Signal Cabinets

REQUEST:

Authorize staff to purchase two traffic control cabinets from Traffic Control Corporation for the amount of \$55,640.00.

BACKGROUND INFORMATION:

In line with the City's effort to upgrade and maintain the City's traffic control network, staff has received a quote for two traffic control cabinets from Traffic Control Corporation (TCC) for \$55,640.00. Public Works staff would install the cabinets at the intersections of 3rd Street & Bowen Avenue and 3rd Street & Indiana Avenue. Replacement of these two traffic signal control cabinets was included in the CIP program for 2024.

Currently, many of the traffic control cabinets within the city's network have been upgraded to TCC cabinets. The TCC cabinets provide uniformity from one cabinet to the next along with reliable communications and standardization of cabinet components and software.

We would like to continue with this product within our maintenance and inventory program and to minimize the types and varieties of replacement parts the City of Bismarck will have to maintain in inventory. Therefore, staff is requesting to obtain the traffic signal control cabinet from Traffic Control Corporation such that this equipment is essential for the standardization and reliability of Bismarck's existing traffic signal network.

RECOMMENDED CITY COMMISSION ACTION:

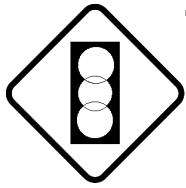
Authorize staff to purchase two signal cabinets from Traffic Control Corporation for \$55,640.00.

STAFF CONTACT INFORMATION:

Steven Salwei, Director Public Works Services, 701-355-1705, ssalwei@bismarcknd.gov
Linda Oster, Assistant City Engineer, 701-355-1517, loster@bismarcknd.gov

ATTACHMENTS:

1. TCC Quote #657952

**TRAFFIC CONTROL
CORPORATION**

5651 MEMORIAL AVENUE
OAK PARK HEIGHTS, MN 55082
PHONE: 651-439-1737

QUOTATION

Number 657952

Page: 1 of 1

To: 10074

BISMARCK, CITY OF

PO BOX 5503

BISMARCK ND 58502 USA

Attn:**Email:****Phone:** 701-355-1700**Fax:** 701-221-6840**Quote Date:** 4/11/2024**Expires:** 6/10/2024**Terms:** NET 30 BASED ON APPROVED CREDIT**FOB:** DESTINATION-FRT INCLUDED**Salesperson:** MATT ALLWOOD**Email:** MAllwood@TCC1.com**Phone:** 651-439-1737**Letting Date:****Location:** 3RD STREET & BOWEN / INDIANA AVE**Book / Call / Item:****Description:** TS2 TRAFFIC SIGNAL CABINET**Contract No:** RFP*PRICING IS BASED ON EQUIPMENT LISTED BELOW; INTERSECTION PLANS WILL BE NEEDED AT TIME OF ORDER.**LEAD TIME OF 10-12 WEEKS, INCLUDES 1 TRIP ON-SITE FOR TURN-ON ASSISTANCE FROM TCC TECH*

Part Number / Description	Unit Price	Qty/UM	Net Price
TRAFFIC SIGNAL CABINET - 3RD STREET & BOWEN AVE	27,820.00	1.00 EA	27,820.00
TYPE P65 ALUM CABINET WITH LIFT TABS (RIGHT HINGE) WITH ANCHOR BOLTS, DOCUMENT DRAWER, INTERIOR LED LIGHTING, QUAD OUTLETS, 16 POSITION TERMINAL & FACILITIES, MMU2 SMART MONITOR, POWER SUPPLY, 3 BIU, DETECTOR RACK, 16 LOADSWITCHES, 1 FLASHER, 4 FLASH TRANSFER RELAYS, COBALT G SERIES TYPE 1 CONTROLLER WITH EOS SOFTWARE & GPS TIME CLOCK, FIBER WIC BOX & PANEL, MOXA EDS-510E MANAGED ETHERNET SWITCH WITH POWER SUPPLY & 2 SFPs, CABINET TEST SHEET WILL BE PROVIDED			
TRAFFIC SIGNAL CABINET - 3RD STREET & INDIANA AVE	27,820.00	1.00 EA	27,820.00
TYPE P65 ALUM CABINET WITH LIFT TABS (LEFT HINGE) WITH ANCHOR BOLTS, DOCUMENT DRAWER, INTERIOR LED LIGHTING, QUAD OUTLETS, 16 POSITION TERMINAL & FACILITIES, MMU2 SMART MONITOR, POWER SUPPLY, 3 BIU, DETECTOR RACK, 16 LOADSWITCHES, 1 FLASHER, 4 FLASH TRANSFER RELAYS, COBALT G SERIES TYPE 1 CONTROLLER WITH EOS SOFTWARE & GPS TIME CLOCK, FIBER WIC BOX & PANEL, MOXA EDS-510E MANAGED ETHERNET SWITCH WITH POWER SUPPLY & 2 SFPs, CABINET TEST SHEET WILL BE PROVIDED			

Item Total: 55,640.00

Misc Charges and Adjustments: 0.00

Quote Total: 55,640.00

*Pricing does not include applicable sales taxes. If order is to be exempt sales tax, documentation must be provided at time of order.
Additional terms may apply. Review our full Terms & Conditions of Sale at www.trafficcontrolcorp.com.*



Public Works Service Operations

DATE: April 23, 2024

FROM: Steven Salwei, Director Public Works Services

ITEM: Sale of Surplus Vehicles, Equipment, and Furniture Items at City Auction

REQUEST:

Request permission to sell surplus vehicles, equipment, and furniture at the City Auction.

BACKGROUND INFORMATION:

Sell surplus vehicles, equipment, and furniture items from the following Public Works Divisions at the City Auction. The auction list is attached to this memo.

- Facility Maintenance
- Forestry Division
- Roads & Streets Division

RECOMMENDED CITY COMMISSION ACTION:

Permission to sell the surplus vehicles, equipment, and furniture items from Public Works Divisions at the City Auction.

STAFF CONTACT INFORMATION:

Kurt Ohnell, Fleet Manager, 701-355-1711, kohnell@bismarcknd.gov

ATTACHMENTS:

1. 2024 City Auction List

Department: Facility Main.

City Auction Item List (no vehicles) Section (if applicable):

Auction Tag #	Quantity	Property Description	Serial #	License #	City ID #	Amount Paid	Bidder #
	1	wood chair					
	3	corner desks					
	2	desks					
	10	small tables					
	2	cabinets					
	2	shelf units					
	1	top for a desk					
	1	rolling shelf					
	2	Electricaly Powered Video Screens					

Auction Tag #	Quantity	Property Description	Serial #	License #	City ID #	Amount Paid	Bidder #
5000	1	Landscape Fabric					
5001	2	Irrigation Line					
5002	1	4" Auger Bit					
5003	1	Spray Rig Chassis with 150 gallon tank					
5004	1	Spray Rig Chassis with 200 gallon tank					

Auction Tag #	Quantity	Property Description	Serial #	License #	City ID #	Amount Paid	Bidder #
7500	1	1985 DCT Car Trailer	DCT285168	ND-GT873	1022		
7501	1	1985 DCT Car Trailer	DCT285305	ND-GT871	1029		
7502	1	1985 DCT Car Trailer	DCT1Z85166	ND-GT874	1027		



Public Works Service Operations

DATE: April 23, 2024

FROM: Steven Salwei, Director Public Works Services

ITEM: Subrecipient Grant Application Request

REQUEST:

Permission for the Weeds Division to assist the Bismarck Parks and Recreation Board, as a subrecipient, in the application for two grants for noxious weeds management on Parks property.

BACKGROUND INFORMATION:

Bismarck Parks and Recreation would like to apply for two grants which will help them manage noxious weeds throughout the Park District. Because the City of Bismarck has its own Weed Board and Weed Officer, the City needs to submit these applications to the State Department of Agriculture and Bismarck Parks and Recreation would be the subrecipient. One grant from the ND Department of Agriculture will provide funding for the purchase mapping technology which will allow Parks and Recreation to record and manage their pesticide applications across the park district. The second grant will provide funding which will allow Parks and Recreation to hire a contractor to perform herbicide application via drone in difficult to manage areas in the coulees along Valley Drive Park.

RECOMMENDED CITY COMMISSION ACTION:

Grant permission to the Weeds Division to assist Bismarck Parks and Recreation in the application of two grants which will provide technology and resources for the management of noxious weeds on Parks and Recreation property.

STAFF CONTACT INFORMATION:

Douglas Wiles, City Forester, 701-355-1722, dwiles@bismarcknd.gov

ATTACHMENTS:

1. Aerial Drone Spraying Grant
2. Noxious Weed Mapping Technology Grant Application_ (003) (003)

North Dakota Department of Agriculture
U.S. Forest Service Weed Control Cost-Share Funding Request

Section 1. Applicant Details

Project Coordinator:	Mike Sullivan/David Mayer	Project Agency:	Bismarck Parks and Recreation		
Address:	627 West Arbor Ave				
City:	Bismarck	State:	ND	Zip Code:	58504
Telephone Number:	701-222-6464	Email Address:	msullivan@bisparks.org		

Section 2. Cost-share Request Details

Project Title:	Bismarck Parks and Recreation				
Project Location: (address, GPS coordinates, or TRS description)	46°51'18.3"N 100°48'32.8"W				
Project Purpose:	The Purpose of the grant application is to further the control of noxious weeds in the district. With the additional funds we will be better able to control problem areas.				
Total Cost of Project:	6825.60	Amount of Funding Requested:	3412.80		
Funding Period:	Start date: 3/19/24		End date: 9/20/24		
Approx. Acres to be treated or controlled:	31.84 Acres				
Methods of Control (check all that apply):	Herbicide ☒	Biological ☐	Cultural ☐	Mechanical ☐	Re seeding ☐
Other (describe):					
Weeds targeted in proposed project:	Wormwood, Thistle, and Leafy Spurge.				

Section 3. Funding Requirements

Before your project is considered, please note the below requirements:

- Project area must have a minimum 10% forest cover or consist of infested lands adjacent to or associated with weed-threatened forested lands.
 - Does your project meet the forested requirement?** ☒ YES ☐ NO
- Federal cost-share required is 50%.
- Funding can include a percentage of labor, supplies, and equipment. Equipment purchased must be pre-approved and detailed in the project description.
- Treatment acres must be reported annually. Treatment is defined as herbicide, biological control, cultural control, mechanical, or re seeding.

Do you agree to the above requirements? ☒ YES ☐ NO

Section 4. Detailed Project Description

Spray Valley Drive Park with Aerial Done, for control of noxious weeds to include Canadian Thistle, Leafy Spurge, and other noxious weeds present.

	3/22/24
Applicant Signature	Date

Noxious Weed Mapping Technology Grant Application

Applicant Weed Board:

Primary Contact: City of Bismarck (Bismarck Parks and Recreation District)

Address:

Phone Number:

Email:

Amount Requested (75% but no more than \$7,600):

Match Amount (at least 25%):

Total Equipment cost (100%):

Project Purpose**Why is this grant important to your program?**

Purchasing this new software and hardware it would enable our staff to better manage record and track herbicide/pesticide applications. The GPS tracking would ensure better application coverage and assist in not over applying due to inadvertent overlap.

If your county currently is using similar technology, what is being used?

We are not currently using this technology; this would be an improvement for our system of recordkeeping. The software will allow applications to be tracked electronically and improve efficiency.

How will this benefit your county?

This will increase efficiency in retrieving documentation for applications in areas where requests are made.

In what ways will the data/information be utilized?

The data will be used to track areas that have been treated. Dates, time, chemical types, weather, etc. will be more accurately tracked and documented.

Does your county have the funds to pay the continuing costs of the chosen equipment, such as subscriptions (Note: TAG funds can be used for this purpose)? Yes, this will be accounted for in our annual budget.

Noxious Weed Mapping Technology Grant Application

Project Goals

How many mapping units is your county requesting?

We would be requesting 1 initially.

Where will these units be installed? (Vehicle, ATV/UTV, Backpack)

The unit would be installed on a UTV

What company are you planning on purchasing from?

We were planning on purchasing from Spray Sync.

By what date do you plan on having these installed?

We plan to have it installed by June or earlier, depending on when the equipment is available and shipped.

What date did the company quote for delivery of the equipment?

Current lead time to have the equipment shipped is 1-2 weeks. If the equipment is to be installed by Spray Sync, the tentative timeframe is late April to beginning of May for installation.

DM Applicant understands there will be a cost share of 25% to the county and 75% to the state.

DM Applicant has attached a quote if purchasing equipment from a company other than what is included on the state contract with Spray Sync

DM Applicant agrees to work with the Dept. of Agriculture GIS specialist to analyze data.



Public Works Utility Operations

DATE: April 23, 2024

FROM: Michelle Klose, Director Public Works Utilities

ITEM: Land Purchase Agreement for Future Lift Station

REQUEST:

Approval to finalize the purchase of property for future lift station.

BACKGROUND INFORMATION:

As the City of Bismarck continues to expand, a new lift station was planned as part of the Hay Creek Project approved by Commission in 2021. City departments have been working with a landowner to secure property for this need. The discussion has advanced to the point of consensus of all parties regarding the terms of the purchase agreement, as well as temporary and permanent easements for construction and maintenance, in the amount of \$149,850. Funding for this purchase will be from Public Works Utility Operations.

RECOMMENDED CITY COMMISSION ACTION:

Approve land purchase agreement and easements for future lift station in the amount of \$149,850 and execute accordingly.

STAFF CONTACT INFORMATION:

Amber Araujo, Executive Assistant, 701-355-1739, aaaraujo@bismarcknd.gov

ATTACHMENTS:

1. Haycreek Warranty Deed

**WARRANTY DEED, TEMPORARY CONSTRUCTION EASEMENT AND SANITARY
SEWER EASEMENT**

This INDENTURE, made this _____ day of _____ 2024, between **Timothy M. Schwab**, a single person, hereinafter referred to as the Grantor, whether plural or singular, whose post office address is 5425 Apple Creek Road, Bismarck, ND 58504 and the **City of Bismarck**, a North Dakota municipal corporation, Grantee, whose post office address is 221 N 5th St, Bismarck, ND 58501.

WITNESSETH, for and in consideration of the sum of one dollar (\$1.00) and other valuable consideration, the Grantor does hereby grant to the Grantee all of the following real property lying and being in the County of Burleigh, State of North Dakota and described as follows, to-wit:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 138 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12; THENCE S00°51'27"W, ON THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING; THENCE S00°51'27"W, CONTINUING ON THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 340.00 FEET; THENCE N89°32'47"W, BEING PARALLEL TO THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 250.00 FEET; THENCE N00°51'27"E, BEING PARALLEL TO THE EAST LINE OF SECTION 12, A DISTANCE OF 340.00 FEET, TO A POINT ON THE NORTH LINE OF SAID SECTION 12; THENCE S89°32'47" E, ON THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 250.00 FEET TO THE BEGINNING.

SAID PARCEL CONTAINS 84,998.57 SQUARE FEET (1.95 ACRES), MORE OR LESS.

The legal description was prepared by Brett Zeltinger, Registered Professional Land Surveyor, 600 South 2nd Street – Suite 145, Bismarck, ND 58504.

See Exhibit A

And the Grantor for itself, its successors and assigns forever, does covenant with the Grantee that it is well seized in fee of the land and premises aforesaid and has good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Auditor for collection, and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend.

AND the Grantor also grants to Grantee an exclusive **TEMPORARY CONSTRUCTION EASEMENT** to use the designated easement area described below to facilitate construction of sewer facilities. Grantee shall have the right to ingress and egress across the real property of the Grantor for the purpose herein granted and may remove obstructions as necessary over land lying and being in the County of Burleigh and State of North Dakota described as follows, to wit:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 138 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN, INCLUDING ALL OF TRACT 1 OF SAID SECTION 12, AND A PORTION OF TRACT 1 OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 138 NORTH, RANGE 79 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12; THENCE S00°51'27"W, ON THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE S89°20'25"E, BEING PARALLEL TO THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 343.78 FEET; THENCE S00°51'27"W, A DISTANCE OF 107.85 FEET; THENCE S17°41'48"E, A DISTANCE OF 411.00 FEET; THENCE S15°00'00"W, A DISTANCE OF 414.38 FEET; THENCE S45°00'00"W, A DISTANCE OF 335.00 FEET; THENCE N70°57'04"W, A DISTANCE OF 147.37 FEET; THENCE N51°43'26"W, A DISTANCE OF 478.46 FEET; THENCE N00°51'27"E, BEING PARALLEL TO THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 799.11 FEET, TO A POINT ON A LINE PARALLEL TO AND 60.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 12; THENCE S89°32'47"E, ON THE SAID PARALLEL LINE, A DISTANCE OF 380.01 FEET, TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT CONTAINS 784,531 SQUARE FEET OR 18.014 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY PREVIOUSLY ACQUIRED, SAID TRACT IS ALSO SUBJECT N.D.C.C. 47-05-02.1.

The legal descriptions were prepared by Brett Zeltinger, Registered Professional Land Surveyor, 600 South 2nd Street – Suite 145, Bismarck, ND 58504.

See Exhibit B

AND

A TRACT OF LAND BEING 15.00 FEET LEFT AND RIGHT OF A DESCRIBED CENTERLINE IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 138 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12; THENCE N89°32'47" W, ON THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 1958.47 FEET; THENCE S00°27'13"W, BEING PERPENDICULAR TO THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 60.00 FEET TO THE DEED LINE ON FILE AT THE BURLEIGH COUNTY RECORDER AS DOCUMENT NUMBER 451605 WHICH IS ALSO THE POINT OF BEGINNING; THENCE S00°51'27"W, PARALLEL TO AND 30.00 FEET WEST OF THE WEST LINE OF A 25.00 FOOT COMMUNICATION EASEMENT, SAID EASEMENT ON FILE AT THE BURLEIGH COUNTY RECORDER AS DOCUMENT NUMBER 786302, A DISTANCE OF 930.61 FEET TO THE NORTH RIGHT OF WAY LINE OF BNSF RAILROAD AND POINT OF TERMINATION; SAID SIDELINES ARE TO BE EXTENDED AND SHORTENED TO SAID RIGHT OF WAY LINE OF BNSF RAILROAD AND SAID DEED LINE.

SAID PARCEL CONTAINS 27,918 SQUARE FEET (0.64 ACRES), MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY PREVIOUSLY ACQUIRED, AND IS ALSO SUBJECT TO SEC. 47-05-02.1 OF THE NORTH DAKOTA CENTURY CODE.

The legal descriptions were prepared by Brett Zeltinger, Registered Professional Land Surveyor, 600 South 2nd Street – Suite 145, Bismarck, ND 58504.

See Exhibit C

Grantee shall, after completing the above-described construction or installation, or after the exercise of any rights granted by this easement, restore the lands to as near their original condition as reasonably possible and remove all debris, spoils, and equipment resulting from or used in connection with the construction or installation or

access to the lands. Grantee agrees to pay for damage to fences and growing crops arising from the use of this easement.

The term of this temporary construction easement shall terminate upon completion of the one (1) year warranty period from the date of the final acceptance of the sewer facilities by the City of Bismarck, or five (5) years from the date of conveyance, whichever comes first.

AND the Grantor also grants to Grantee an exclusive **SANITARY SEWER EASEMENT** to use the designated easement areas described below to facilitate construction of sewer facilities. Grantor grants to Grantee an exclusive easement to construct, operate, maintain, and repair public utility facilities including sanitary sewer under or upon the real property hereinafter described, together with the right to remove trees, brush, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said utility. Grantee shall have the right to ingress and egress across real property of Grantor for the purpose herein granted. This easement is, except for the right of access, limited to land lying and being in the County of Burleigh and State of North Dakota described as follows, to wit:

A TRACT OF LAND BEING 7.5 FEET LEFT AND RIGHT OF A DESCRIBED CENTERLINE IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 138 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12; THENCE N89°32'47" W, ON THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 250.00 FEET; THENCE S00°51'27"W, BEING PERPENDICULAR TO THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 67.50 FEET TO THE POINT OF BEGINNING; THENCE N89°32'47"W, BEING PARALLEL TO THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 1685.55 FEET; THENCE S00°51'27"W, PARALLEL TO AND 7.5 FEET WEST OF THE WEST LINE OF A 25.00 FOOT COMMUNICATION EASEMENT, SAID EASEMENT ON FILE AT THE BURLEIGH COUNTY RECORDER AS DOCUMENT NUMBER 786302, A DISTANCE OF 925.67 FEET TO THE NORTH RIGHT OF WAY LINE OF BNSF RAILROAD AND POINT OF TERMINATION; SAID SIDELINES ARE TO BE EXTENDED AND SHORTENED TO SAID RIGHT OF WAY LINE OF BNSF RAILROAD.

SAID PARCEL CONTAINS 39,160 SQUARE FEET (0.90 ACRES), MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY PREVIOUSLY ACQUIRED, AND IS ALSO SUBJECT TO SEC. 47-05-02.1 OF THE NORTH DAKOTA CENTURY CODE.

The legal descriptions were prepared by Brett Zeltinger, Registered Professional Land Surveyor, 600 South 2nd Street – Suite 145, Bismarck, ND 58504.

See Exhibit D

Grantee shall, after completing the above-described construction or installation, or after the exercise of any rights granted by this easement, restore the lands to as near their original condition as reasonably possible and remove all debris, spoils, and equipment resulting from or used in connection with the construction or installation or access to the lands. Grantee agrees to pay for damage to fences and growing crops arising from construction, operation, or maintenance.

Grantor agrees to not erect or permit any new structure or obstruction other than fences or driveways, change the ground elevation, or perform any act that interferes with Grantee's rights under this easement, except with the written consent of Grantee. The term of this easement herein reserved is ninety-nine (99) years, beginning upon execution of this easement. Grantor hereby reserves title to and any interest in any and all archeological and paleontological materials, whether located on or below the surface of said land.

Grantor:

By: _____
Timothy M. Schwab

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2024, before me personally appeared Timothy M. Schwab, known to be to be the individual who is described in, and who executed the within and foregoing instrument, and severally acknowledged to me that they executed the same.

Notary Public

Michael T. Schmitz
President, Board of City Commissioners

Attest: _____
Jason Tomanek
City Administrator

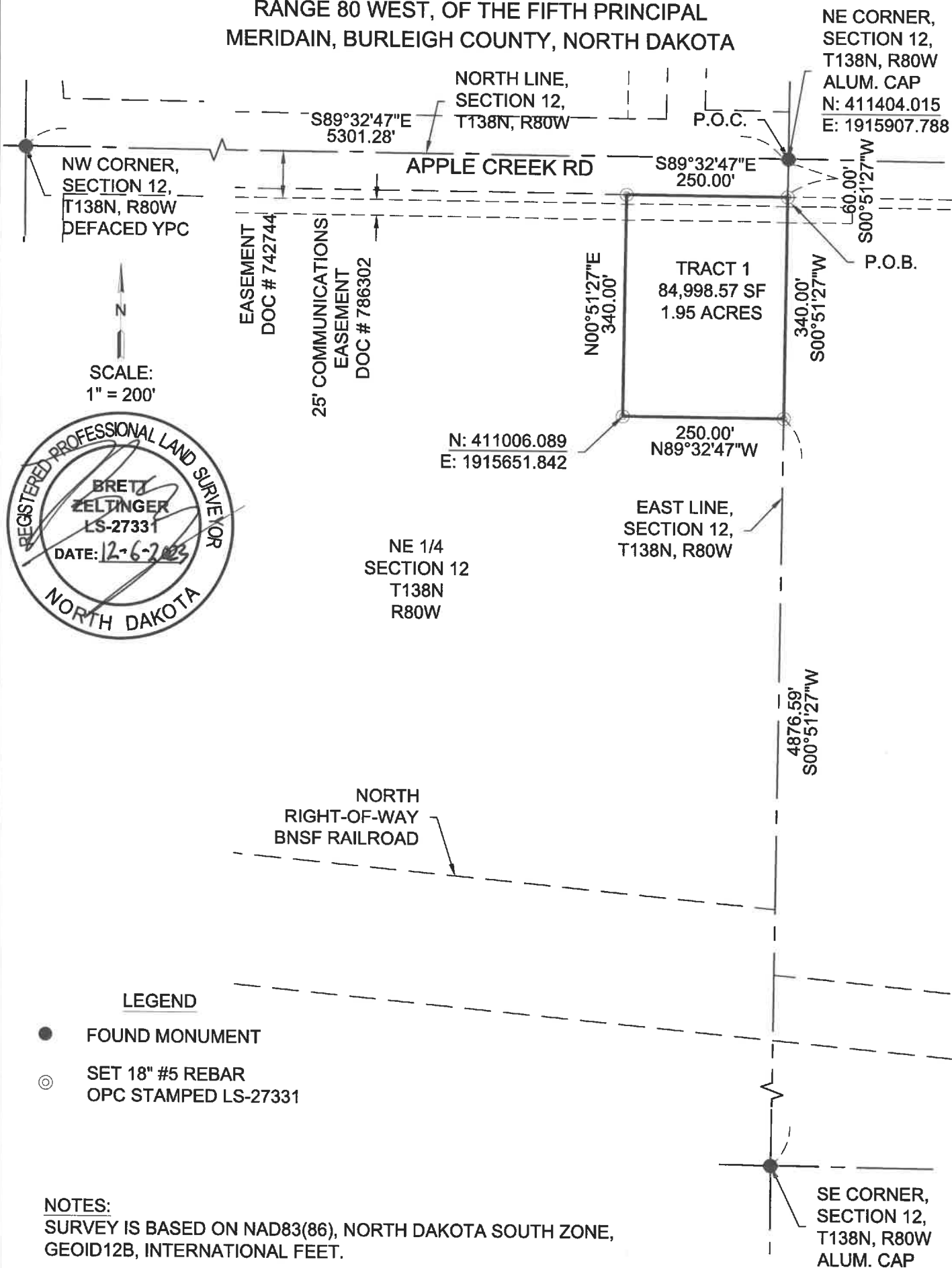
On this ____ day of _____, 2024, before me personally appeared Michael T. Schmitz, President of Board of City Commissioners, and Jason Tomanek, City Administrator, known to me to be the persons who are described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

(SEAL)

Date	Grantee or Authorized Agent
------	-----------------------------

CERTIFICATE OF SURVEY

NE 1/4, SECTION 12, TOWNSHIP 138 NORTH,
RANGE 80 WEST, OF THE FIFTH PRINCIPAL
MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA



NOTES:

SURVEY IS BASED ON NAD83(86), NORTH DAKOTA SOUTH ZONE, GEOID12B, INTERNATIONAL FEET.

DISTANCES SHOWN ARE AT GROUND SCALE FACTOR OF 1.0001485221.

COORDINATES SHOWN ON PLAT ARE GRID, NAD83 (2011), NORTH DAKOTA SOUTH ZONE.

PLAT IS SUBJECT TO ANY PRIOR EASEMENTS OR CONVEYANCES OF RECORD.

BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENT.

CERTIFICATE OF SURVEY

NE 1/4, SECTION 12, TOWNSHIP 138 NORTH,
RANGE 80 WEST, OF THE FIFTH PRINCIPAL
MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA

TRACT 1:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 138 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12; THENCE S00°51'27"W, ON THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING; THENCE S00°51'27"W, CONTINUING ON THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 340.00 FEET; THENCE N89°32'47"W, BEING PARALLEL TO THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 250.00 FEET; THENCE N00°51'27"E, BEING PARALLEL TO THE EAST LINE OF SECTION 12, A DISTANCE OF 340.00 FEET, TO A POINT ON THE NORTH LINE OF SAID SECTION 12; THENCE S89°32'47" E, ON THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 250.00 FEET TO THE BEGINNING.

SAID PARCEL CONTAINS 84,998.57 SQUARE FEET (1.95 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT ZELTINGER, ND PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I MADE THE WITHIN AND FOREGOING PLAT AND DESCRIPTION OF LAND AS HEREIN DESCRIBED, AND THAT THE LOTS, DISTANCES, AREA AND LOCATION, AS INDICATED ON SAID PLAT AND CONTAINED IN SAID DESCRIPTION, ARE TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

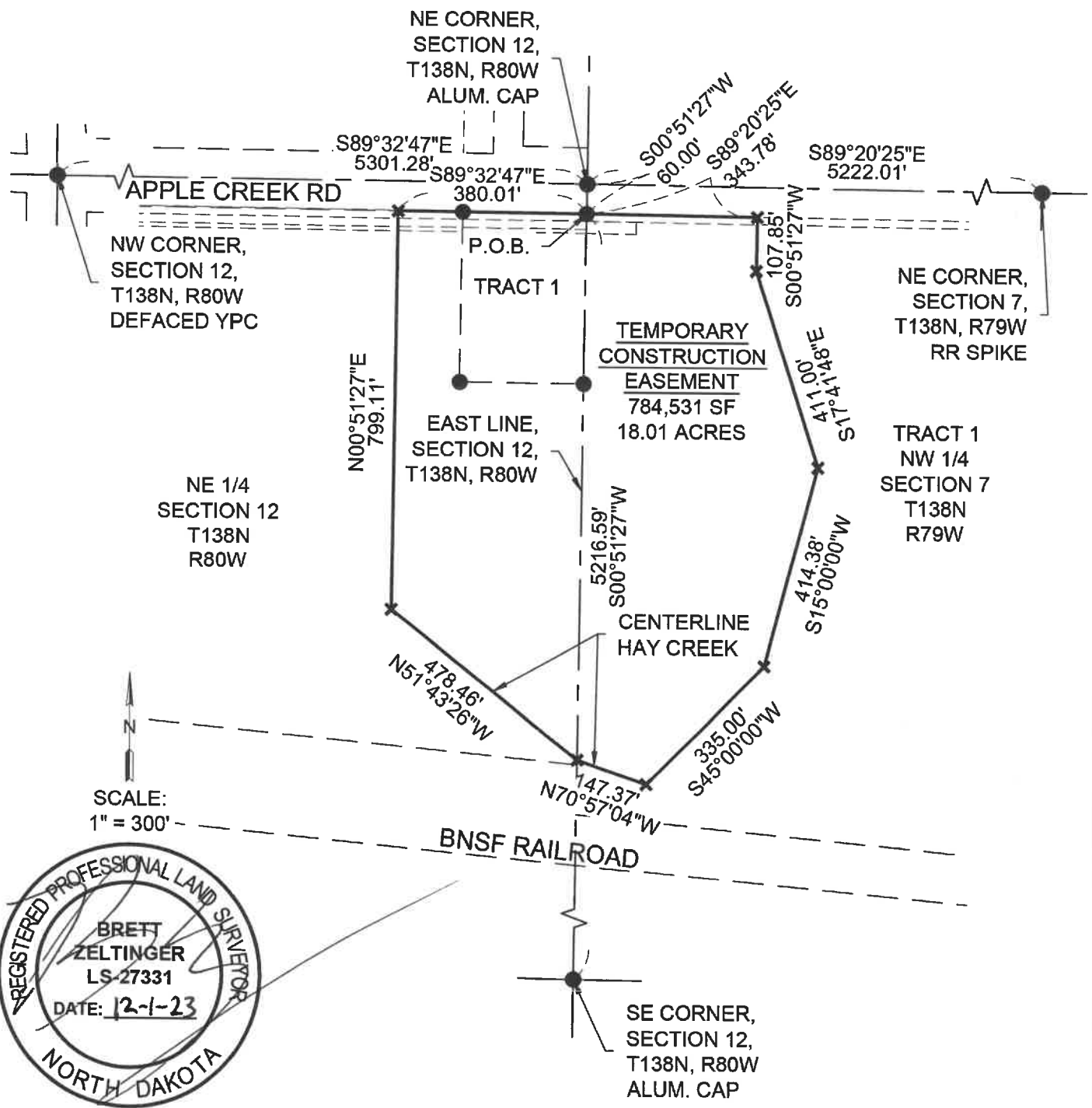


BRETT ZELTINGER LS-27331 N.D. PROFESSIONAL LAND SURVEYOR

SUBSCRIBED AND SWORN ON BEFORE ME THIS 12 DAY OF December, 2023.

TEMPORARY CONSTRUCTION EASEMENT

NE 1/4, SECTION 12, TOWNSHIP 138 NORTH, RANGE 80 WEST AND TRACT 1 OF NW 1/4, SECTION 7, TOWNSHIP 138 NORTH, RANGE 79 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA



LEGEND

- EXISTING MONUMENT
- × CALCULATED EASEMENT CORNER

NOTES:
SURVEY IS BASED ON NAD83(86), GEOID12B, NORTH DAKOTA SOUTH ZONE, INTERNATIONAL FEET.

DISTANCES SHOWN ARE AT GROUND SCALE FACTOR OF 1.0001485221.

PLAT IS SUBJECT TO ANY PRIOR EASEMENTS OR CONVEYANCES OF RECORD.

BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENT.



TEMPORARY CONSTRUCTION EASEMENT

NE 1/4, SECTION 12, TOWNSHIP 138 NORTH, RANGE 80 WEST AND TRACT
1 OF NW 1/4, SECTION 7, TOWNSHIP 138 NORTH, RANGE 79 WEST OF THE
FIFTH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA

TEMPORARY CONSTRUCTION EASEMENT:

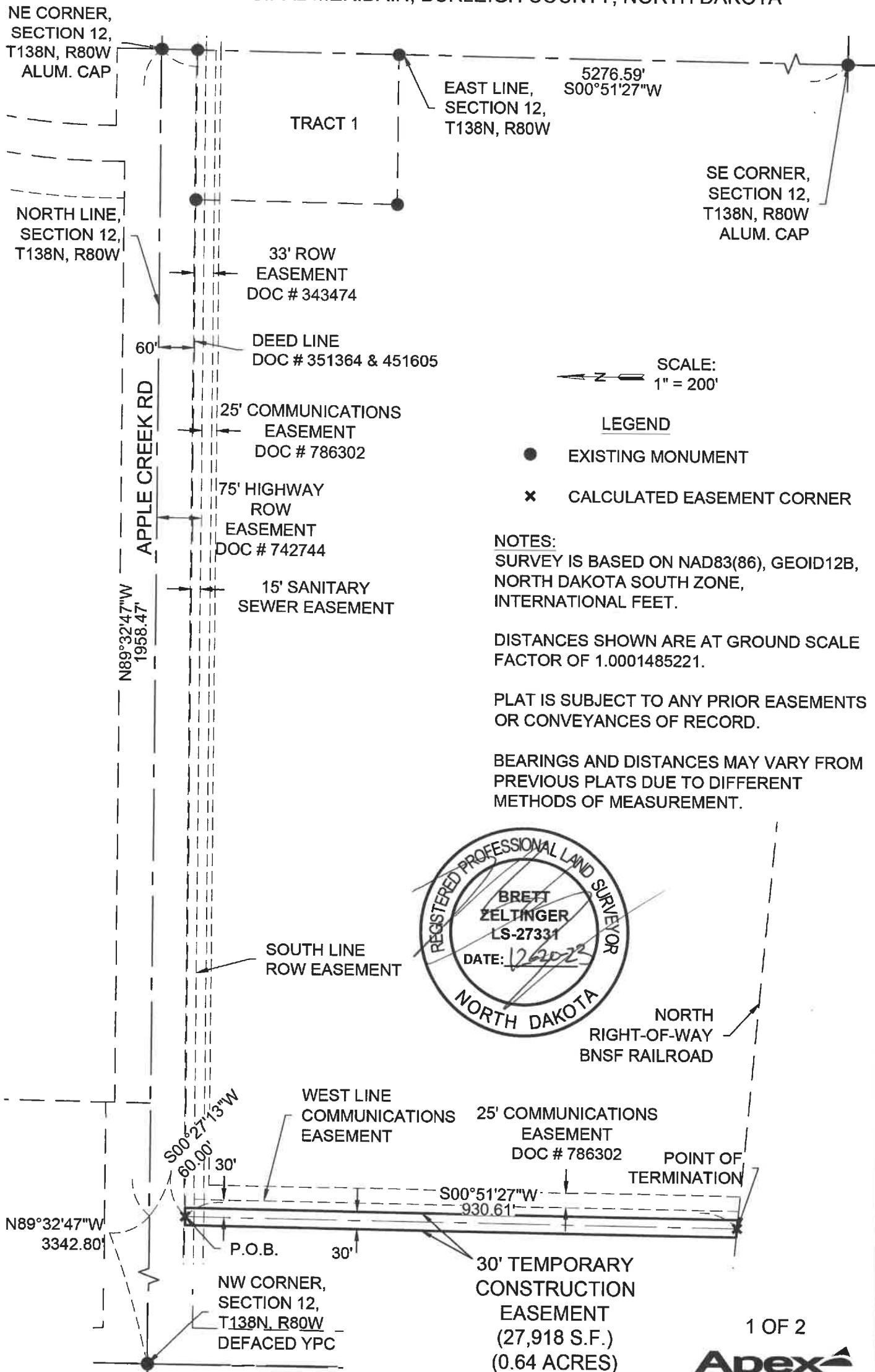
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SAID DESCRIBED TRACT CONTAINS 784,531 SQUARE FEET OR 18.014 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY PREVIOUSLY ACQUIRED, SAID TRACT IS ALSO SUBJECT N.D.C.C. 47-05-02.1.

TEMPORARY CONSTRUCTION EASEMENT

NE 1/4, SECTION 12, TOWNSHIP 138 NORTH, RANGE 80 WEST, OF THE
FIFTH PRINCIPAL MERIDAIN, BURLEIGH COUNTY, NORTH DAKOTA



TEMPORARY CONSTRUCTION EASEMENT

NE 1/4, SECTION 12, TOWNSHIP 138 NORTH, RANGE 80 WEST, OF THE
FIFTH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA

TEMPORARY CONSTRUCTION EASEMENT:

A TRACT OF LAND BEING 15.00 FEET LEFT AND RIGHT OF A DESCRIBED CENTERLINE IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 138 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SANITARY SEWER EASEMENT

NE 1/4, SECTION 12, TOWNSHIP 138 NORTH,
RANGE 80 WEST, OF THE FIFTH PRINCIPAL
MERIDAIN, BURLEIGH COUNTY, NORTH DAKOTA

NE CORNER,
SECTION 12,
T138N, R80W
ALUM. CAP

AUDITORS LOT 84
DOC #815113

NORTH LINE,
SECTION 12,
T138N, R80W

EAST LINE, S00°51'27"W
SECTION 12,
T138N, R80W

SE CORNER,
SECTION 12,
T138N, R80W
ALUM. CAP

TRACT 1

S00°51'27"W
67.50'

P.O.B.
33' ROW
EASEMENT
DOC # 343474

DEED LINE
DOC # 351364 & 451605

25' COMMUNICATIONS
EASEMENT
DOC # 786302

75' HIGHWAY
ROW
EASEMENT
DOC # 742744

APPLE CREEK RD

1685.55'
N89°32'47"W

15' SANITARY
SEWER EASEMENT
39,160 SF
0.90 ACRES

7.5'
7.5'
60'

SOUTH LINE
ROW EASEMENT

N89°32'47"W
5051.28'

WEST LINE
COMMUNICATIONS
EASEMENT

25' COMMUNICATIONS
EASEMENT
DOC # 786302

NORTH
RIGHT-OF-WAY
BNSF RAILROAD



NW CORNER,
SECTION 12,
T138N, R80W
DEFACED YPC

S00°51'27"W
925.67'

POINT OF
TERMINATION

SCALE:
1" = 200'

LEGEND

- EXISTING MONUMENT
- × CALCULATED EASEMENT CORNER

NOTES:

SURVEY IS BASED ON NAD83(86), GEOID12B,
NORTH DAKOTA SOUTH ZONE,
INTERNATIONAL FEET.

DISTANCES SHOWN ARE AT GROUND SCALE
FACTOR OF 1.0001485221.

PLAT IS SUBJECT TO ANY PRIOR EASEMENTS
OR CONVEYANCES OF RECORD.

BEARINGS AND DISTANCES MAY VARY FROM
PREVIOUS PLATS DUE TO DIFFERENT
METHODS OF MEASUREMENT.

SANITARY SEWER EASEMENT

NE 1/4, SECTION 12, TOWNSHIP 138 NORTH,
RANGE 80 WEST, OF THE FIFTH PRINCIPAL
MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA

SANITARY SEWER EASEMENT:

A TRACT OF LAND BEING 7.5 FEET LEFT AND RIGHT OF A DESCRIBED CENTERLINE IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 138 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Public Works Utility Operations

DATE: April 23, 2024

FROM: Michelle Klose, Director Public Works Utilities

ITEM: Bid award for Hay Creek Interceptor Project – Main Avenue to Divide Avenue

REQUEST:

Approval to award bid for construction of sanitary sewer - Hay Creek Interceptor from Main Avenue to Divide Avenue project (SU24-91).

BACKGROUND INFORMATION:

Bids were received on March 21, 2024 for the next phase of sanitary sewer construction of the Hay Creek Interceptor, from Main Avenue to Divide Avenue. We are requesting award to S. J. Louis Construction Inc, in the amount of \$7,400,000. The engineer's recommendation and bid tabulation, which includes the engineer's estimate, are attached for review.

RECOMMENDED CITY COMMISSION ACTION:

Approve the bid award to S. J. Louis Construction Inc, in the amount of \$7,400,000 for the Hay Creek Interceptor – Main Avenue to Divide Avenue project.

STAFF CONTACT INFORMATION:

Amber Araujo, Executive Assistant, 701-355-1739, aaaraujo@bismarcknd.gov

ATTACHMENTS:

1. Letter Recommending Award

April 15, 2024

Michele Klose
Director of Utility Operations
Public Works
601 South 26th Street
Bismarck, ND 58504

**RE: Hay Creek Interceptor – Main Avenue to Divide Avenue
Bid Recommendation**

Dear Ms. Klose:

Bids have been received for the Hay Creek Interceptor – Main Avenue to Divide Avenue project and are summarized on the attached Bid Tabulation. The low general construction bid received was from S. J. Louis Construction, Inc. for the amount of \$7,400,000.00.

Based on the bids received, we recommend the City of Bismarck award this project to S. J. Louis Construction, Inc., contingent upon final approval by the North Dakota Department of Environmental Quality.

If you have any questions or need further information, please feel free to contact me.

Sincerely,

Apex Engineering Group, Inc.



Mike Berg, PE
Project Manager



Bid Tabulation

Hay Creek Interceptor - Main Avenue to Divide Avenue

City of Bismarck, ND

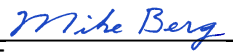
City of Bismarck Project No. SU 91

Apex Project Number : 22.118.0129

Item	Description	BEK Consulting, LLC.	Metro Construction, Inc.	Crow River Construction, LLC	KPH, Inc.	S. J. Louis Construction, Inc.	Engineer's Estimate
		Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost
1	General Construction Contract - Lump Sum	\$12,889,889.00	\$11,900,000.00	\$10,119,220.00	\$9,221,800.00	\$7,400,000.00	\$9M - \$10.7M
	Construction of a 36 inch PVC sanitary sewer from south of I-94 to Rosser Avenue.						
1	Total Contract General Construction	\$12,889,889.00	\$11,900,000.00	\$10,119,220.00	\$9,221,800.00	\$7,400,000.00	\$9M - \$10.7M

Certification:

I certify that these bids were received and opened on 03/21/2024, at 2:30 PM, at City Hall.


Mike Berg, P.E.



Public Works Utility Operations

DATE: April 23, 2024

FROM: Michelle Klose, Director Public Works Utilities

ITEM: Change Order for Leo Daly for Public Works Expansion Project

REQUEST:

Approve time extension and cost change order from Leo Daly for the Public Works Expansion Project.

BACKGROUND INFORMATION:

The Public Works Expansion project was initially expected to be completed in September of 2023. The contract needs a time extension to June 30, 2024 for completion. From the beginning of this lump sum agreement, there have been owner requested changes to the Roads & Streets building, electrical systems, and security points which necessitates a cost change order for Leo Daly in the amount of \$36,400.

RECOMMENDED CITY COMMISSION ACTION:

Approval of time extension to June 30, 2024 and cost change order in the amount of \$36,400 for Leo Daly for the Public Works Expansion Project.

STAFF CONTACT INFORMATION:

Amber Araujo, Executive Assistant, 701-355-1739, aaaraujo@bismarcknd.gov

ATTACHMENTS:

1. Amendment to Professional Services Agreement



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
City of Bismarck - Facility Design and
Construction Administration of Police
Station, Public Health Building and
Public Works Building
Bismarck, ND

AGREEMENT INFORMATION:
Date: 09/08/2020

AMENDMENT INFORMATION:
Amendment Number: 6

Date: 04/15/2024

OWNER: *(name and address)*
City of Bismarck, North Dakota
221 North 5th Street
PO Box 5503
Bismarck, ND 58506-5503

ARCHITECT: *(name and address)*
LEO A DALY
730 Second Avenue South, Suite 1300
Minneapolis, MN 55402

The Owner and Architect amend the Agreement as follows:

Current Contract Value: \$2,923,275.00

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Public Works Building Expansion: Adjustment for contract alignment: \$36,400.00

Revised Contract Value: \$2,959,675.00

Schedule Adjustment:

Modify end of contract date from 12/31/2023 to 06/30/2024

SIGNATURES:

Leo A Daly
ARCHITECT *(Firm name)*

Digitally signed by James G. Sokolowski
DN: CN=JG, E=jg.sokolowski@leoadaly.com,
OU=LEO A DALY, OU=Director of
Operations, CN=James G. Sokolowski
Date: 2024.04.15 16:33:45 -0500

SIGNATURE
James Sokolowski, VP, Director of
Operations

PRINTED NAME AND TITLE

15 April 2024

DATE

City of Bismarck
OWNER *(Firm name)*

SIGNATURE
Michael T. Schmitz, President, Board
of City Commissioners

PRINTED NAME AND TITLE

DATE



Public Works Utility Operations

DATE: April 23, 2024

FROM: Michelle Klose, Director Public Works Utilities

ITEM: Wetland Mitigation Credits for Boulder Ridge Stormwater Project

REQUEST:

Approval of wetland mitigation credit purchase for Boulder Ridge Stormwater Project.

BACKGROUND INFORMATION:

As part of the Boulder Ridge Stormwater Project, the City of Bismarck has the option to purchase Wetland Mitigation credits through the Ducks Unlimited – North Dakota In-Lieu Fee program approved by the Army Corps of Engineers. The cost for the 0.35 mitigation credits will be \$29,050 and will satisfy the requirement by the Corps.

RECOMMENDED CITY COMMISSION ACTION:

Approve purchase of wetland mitigation credits through Ducks Unlimited in the amount of \$29,050 for the Boulder Ridge Stormwater Project.

STAFF CONTACT INFORMATION:

Amber Araujo, Executive Assistant, 701-355-1739, aaaraujo@bismarcknd.gov

ATTACHMENTS:

1. Credit Sale Invoice



Great Plains Regional Office
2525 River Road
Bismarck, ND 58503-9011
(701) 355-3500 • Fax (701) 355-3575
www.ducks.org

March 21, 2024

INVOICE # GPRO-DEFINV-2024-21

TO: City of Bismarck Engineering
Department

Attn: Terry Halstengard
221 N. 5th Street
Bismarck, ND 058501

FROM: Ducks Unlimited, Inc.

2525 River Road
Bismarck, ND 58503-9011

FOR: Wetland Mitigation credits through the Ducks Unlimited – North Dakota In-Lieu Fee program approved by the Army Corps of Engineers.

Missouri River Southern Zone Watershed:

- 0.35 Advanced credits per NWO-2022-0329-BIS

Total Due: \$29,050.00

Please make check payable to Ducks Unlimited, Inc. and send to the address listed above. *Payment must be received within 30 days or sale will be canceled and re-invoiced.*

Thank you.



Administration Department

DATE: April 23, 2024

FROM: Jason Tomanek, City Administrator

ITEM: Quarterly Report and Update on Economic Development Services

REQUEST:

Receive the reports from the Bismarck-Mandan Chamber EDC and the Downtown Community Foundation (Downtowners) relating to the economic development services provided by each organization.

BACKGROUND INFORMATION:

In 2023 the City of Bismarck conducted a process to solicit economic development services. The Bismarck-Mandan Chamber EDC and the Downtowners were selected by a committee of community stakeholders to provide these services. Each organization will focus on different aspects of economic development to help bolster the local economy, create growth, stimulate new housing opportunities, support the Renaissance Zone program, along with infill and redevelopment projects.

RECOMMENDED CITY COMMISSION ACTION:

Receive the reports from the Bismarck-Mandan Chamber EDC and the Downtowners.

STAFF CONTACT INFORMATION:

Jason Tomanek, City Administrator, 701-355-1300, jtomanek@bismarcknd.gov

ATTACHMENTS:

None



Public Works Utility Operations

DATE: April 23, 2024

FROM: Michelle Klose, Director Public Works Utilities

ITEM: Local Limits Evaluation

REQUEST:

Receive an update on the City of Bismarck's technical evaluation of local limits.

BACKGROUND INFORMATION:

The City of Bismarck's Pretreatment Program is required to evaluate our local limits following the issuance of each North Dakota Pollutant Discharge Elimination System permit (NDPDES). A NDPDES permit is issued every five years and was last issued on July 1, 2023. With the assistance of HDR Engineering, the City of Bismarck's technical evaluation was submitted to the NDDEQ on December 29, 2023. Local limits address the specific needs and concerns of a publicly owned treatment works (POTW), its sludge, and its receiving waters. Local limits protect the POTW from receiving waste that may pass through or interfere with operations. The Industrial Pretreatment Program will host an open house on April 30, 2024, 2:00 pm at Bismarck Public Works, 601 S. 26th St, to provide updates on local limit evaluation.

RECOMMENDED CITY COMMISSION ACTION:

Receive an update on local limit evaluation.

STAFF CONTACT INFORMATION:

Amber Araujo, Executive Assistant, 701-355-1739, aaaraujo@bismarcknd.gov

ATTACHMENTS:

None



Administration Department

DATE: April 23, 2024

FROM: Jason Tomanek, City Administrator

ITEM: Presentation by Terry Fleck

REQUEST:

Consider the request from Terry Fleck to receive a presentation relating to sidewalks along Morrison Avenue.

BACKGROUND INFORMATION:

Mr. Fleck appeared at a previous City Commission meeting and requested the opportunity to present information to the City Commission relating to existing sidewalks within the neighborhood.

RECOMMENDED CITY COMMISSION ACTION:

Receive the presentation.

STAFF CONTACT INFORMATION:

Jason Tomanek, City Administrator, 701-355-1300, jtomanek@bismarcknd.gov

ATTACHMENTS:

None



Administration Department

DATE: April 23, 2024

FROM: Jason Tomanek, City Administrator

ITEM: Application for a new Class I-2: Complementary Alcohol License

REQUEST:

Public hearing on the request for a new Class I-2: Complementary Alcohol license for Coco Nails & Spa, LLC (dba) Coco Nails & Spa at 820 43rd Avenue NE.

BACKGROUND INFORMATION:

Coco Nails & Spa, LLC (dba) Coco Nails & Spa is requesting the issuance of a new Class I-2: Complementary Alcohol license at 820 43rd Avenue NE.

Class I-2. To an applicant for the complementary 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:

Hold a public hearing on the request for a new Class I-2, Complementary Alcohol, from Coco Nails & Spa, LLC (dba) Coco Nails & Spa at 820 43rd Avenue NE and approve the license application.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Coco Nails and Spa Application

[Print](#)**Retail Alcohol Beverage License - Submission #22365**

Date Submitted: 3/21/2024

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

Location Information:**Legal Business Name:***

Coco nails & Spa

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

Coco Nails & Spa

Date of Incorporation:*

2-10-20

State of ND Liquor License No.:**If out of state corporation,
is corporation registered in
North Dakota?**

- ☐ Yes
☐ No
☒ N/A

Location Address:*

820 43rd Ave

City:*

Bismarck

State:*

Nd

Zip:*

58503

Phone No.:*

701-805-6933

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

Randy Smid- owner

Contact Information (Where correspondence is to be sent):**Primary Contact:***

701-400-2691

Email Address:***Mailing Address:***

820 43rd Ave

City:*

Bismarck

State:*

ND

Zip:*

58503

Phone No.:***Manager's Name:***

Randy Smid

Date of Birth:***Percentage of
Ownership:***

100

Driver's License No.:***State Issued:*****Gender:****Race:****Home Address:*****City:*****State:*****Zip:*****Phone No.:*****Occupation:*****Title:*****Email Address:***

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

Name:***Date of Birth:*****Percentage of Ownership:*****Driver's License No.:*****State Issued:*****Gender:****Race:****Home Address:*****City:*****State:*****Zip:*****Phone No.:***

Occupation:*

Nails

Title:*

Owner

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:****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.**

Choose File

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:

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:*

image.jpg

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:*

Randy Smid

//

By checking this box I acknowledge that I am electronically signing this liquor license application.*☒ Electronic Signature**Date:***

3/21/2024

Payment Options:*

Credit Card Authorization Form ▼

NOTE: This application must be accompanied by required fees.

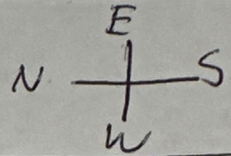
The \$200 application fee is due when the application is submitted. (Fee does not apply to renewal applications)

Credit Card[Credit Card Authorization Form](#)**Upload Credit Card Authorization Form** No file chosen**Mail Payments To:**

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

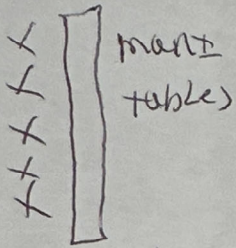
COCO NAILS

Entrance

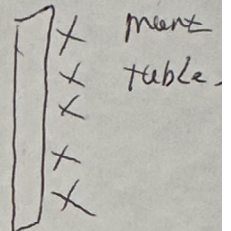


Front Desk

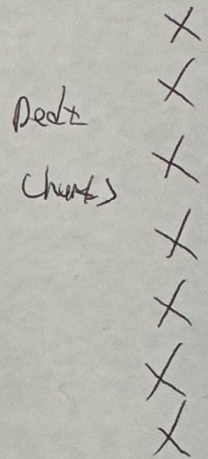
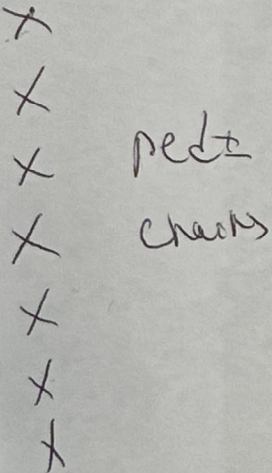
Wall



Wall



Wall



Complimentary Area

Sink

Storage Area

Sink

Bath Room

Break Room

Exit



Administration Department

DATE: April 23, 2024

FROM: Jason Tomanek, City Administrator

ITEM: Application to transfer Class E: Retail Beer License

REQUEST:

Public hearing on a request to transfer the Class E: Sale at Retail of Beer Only from Mini Mart, Inc. (dba) Loaf 'N Jug #685 to Washington Bismarck ND, LLC. (dba) Brake Time, at 2835 North Washington Street.

BACKGROUND INFORMATION:

Washington Bismarck ND, LLC. (dba) Brake Time is requesting the transfer of Class E: Sale at Retail of Beer Only at 2835 North Washington Street from Mini Mart, Inc. (dba) Loaf 'N Jug #685.

Class E

To any applicant for the sale at retail of beer only. The total number of Class E licenses issued in any year may not exceed sixteen plus one additional license for each 2,500 people in excess of 60,000 people, as shown by the most recent official estimated census. New Class E licenses or Class E licenses revoked or not renewed may be issued only pursuant to section 5-01-06.

RECOMMENDED CITY COMMISSION ACTION:

Hold a public hearing on request to transfer the Class E: Sale at Retail of Beer Only from Mini Mart, Inc. (dba) Loaf 'N Jug #685 to Washington Bismarck ND, LLC. (dba) Brake Time, at 2835 North Washington Street, and approve the transfer of the Class E license.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Brake Time Application_Redacted
2. Applicant - Transfer Form
3. Owner - Transfer Form
4. Site Diagram



APPLICATION FOR RETAIL ALCOHOL BEVERAGE LICENSE

Phone: 701-355-1300 • Fax: 701-221-6470 • TDD 711
221 N 5th St • Bismarck, ND 58501

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

LAST REVISED: 2/6/2024

License Type:				
☐ New Application	☐ Renewal	☒ Transfer	☐ Relocation	
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-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	

All Class F-1, F-2, & C-2 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.

Location Information:

Legal Business Name: Washington Bismarck ND LLC		Date of Incorporation: 02/16/2024	State Business ID Number:	
Doing Business As (DBA) Name, if Applicable: Brake Time		If out of state corporation, is corporation registered in North Dakota? ☐ Yes ☐ No		
Location Address: 2835 N Washington St	City: Bismarck	State: ND	Zip: 58501	Phone Number: (832) 539-8190
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: Muhammad Akhtar	Phone Number: [REDACTED]	Email Address: [REDACTED]		
Mailing Address: PO BOX 37329	City: Houston	State: TX	Zip: 77237	

Manager's Name: Terry Lee Barnes		Date of Birth: [REDACTED]	Percentage of Ownership: 0.00%	
Driver's License Number: [REDACTED]		State Issued: ND	Gender: Male	Race:
Home Address: 4905 Trenton Dr		City: Bismarck	State: ND	Zip: 58503
Occupation: Manager	Phone Number: [REDACTED]	Title: Store Manager	Email Address: [REDACTED]	

List all officers or directors of corporation or partners and percentage of ownership:

Name: Omar Bashir		Date of Birth: [REDACTED]	Percentage of Ownership: 10.00%
Driver's License Number: [REDACTED]	State Issued: TX	Gender: Male	Race: Asian
Home Address: [REDACTED]	City: Richmond	State: TX	Zip: 77404
Occupation: Entrepreneur	Phone Number: [REDACTED]	Title: Managing Member	Email Address: [REDACTED]

Name: Muhammad Akhtar		Date of Birth: [REDACTED]	Percentage of Ownership: 90.00%
Driver's License Number: [REDACTED]	State Issued: TX	Gender: Male	Race: Asian
Home Address: [REDACTED]	City: Sugar Land	State: TX	Zip: 77498
Occupation: Entrepreneur	Phone Number: [REDACTED]	Title: Managing Member	Email Address: [REDACTED]

Name:		Date of Birth:	Percentage of Ownership:
Driver's License Number:	State Issued:	Gender:	Race:
Home Address:	City:	State:	Zip:
Occupation:	Phone Number:	Title:	Email Address:

Name:		Date of Birth:	Percentage of Ownership:
Driver's License Number:	State Issued:	Gender:	Race:
Home Address:	City:	State:	Zip:
Occupation:	Phone Number:	Title:	Email Address:

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

1. Are the 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:

Yes, The Store Manager Mr. Terry Lee is legal resident of State of ND. Whereas, the owners are legal residents of the State of Texas.

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 a new application, has the applicant or any of the persons listed above engaged in the sale or transportation of alcoholic beverages previously?

☐ Yes ☒ No

If yes, please give details:

6. Has the 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 licensed 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 no, please give details:

Signature:

- ☒ 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 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 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.

A2/8/24

Signature of Applicant

3-19-24
Date

Muhammad Akhtar

Print Name / Title of Officer

Liquor License Transfers (only use if license is being transferred):

The Class E license owned by me is transferred to Applicant upon successful application.

[Signature]
Signature of Current License Holder

**Notarized on Additional page*

NICHOLAS M. UNKOVIC

Print Name

A2/8/24

Signature of New Applicant

Muhammad Akhtar

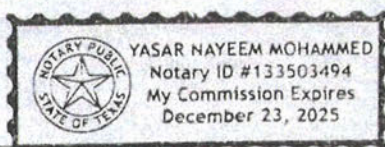
Print Name

Texas
State of

Harris
County of

Subscribed and sworn to before me this *19*

day of *March 2024*



Md. Yasar Nayeem
Notary Public

My Commission Expires



Alcoholic Beverages License Transfers

The following licenses may be transferred according to City Code 5-01-12. Licenses may be transferred with the prior approval of the Board of City Commissioners:

- **Class A** license may not be transferred to another person. It may be transferred to a new location only if the fraternal order or club is moved to that location.
- **Class B-1** license may not be transferred to another person or to a new location other than the airport terminal.
- **Class B-2** license may not be transferred to another person or to a new location other than the Municipal Country Club.
- **Class B-3** license may be transferred to another person only if that person has purchased or entered into an agreement to purchase the passenger vessel. It may not be transferred to a new location other than the passenger vessel and the location where the vessel docks and boards passengers.
- **Class B-4** license may not be transferred to a new entity or location.
- **Class B-5** license may not be transferred and may be held only by the person or entity holding the lease with the Bismarck Parks and Recreation District for the Riverwood or Tom O'Leary Golf Courses.
- **Class B-6** license may not be transferred to a new location or Entity.
- **Class C** license may be transferred to another person only if that person has purchased or entered into an agreement to purchase the hotel or motel. It may not be transferred to a new location.
- **Class D** license may be transferred to another person only with the prior approval of the board of city commissioners.
- **Class E** license may be transferred to another person only with the prior approval of the board of city commissioners.
- **Class F** license may be transferred to another person only if that person has purchased or entered into an agreement to purchase that establishment. It may not be transferred to a new location.
- **Class G** license may be transferred to another person or entity only if that person or entity has purchased or has entered into an agreement to purchase the catering business.
- **Class H** license may be transferred to another person only if that person has purchased or entered into an agreement to purchase that establishment. It may not be transferred to a new location except by the current owner.
- **Class I** license may be transferred to another person only if that person has purchased or entered into an agreement to purchase that establishment. It may not be transferred to a new location.

Notarized signatures of both parties are required for eligible license transfers.

STATE OF Texas

COUNTY OF Harris

On this 28 day of March, in the year 2024 before me, personally appeared Mini Mart, Inc. DBA Loaf 'N Jug (Original license holder) and Washington Bismarck ND LLC (Transfer applicant) to acknowledge the transfer of a Class E alcoholic beverage license. The applicant agrees to abide by all rules of the license and the City of Bismarck Chapter 5-01 Alcoholic Beverages Code of Ordinances.

Original License Holder Signature

Original License Holder Name Printed

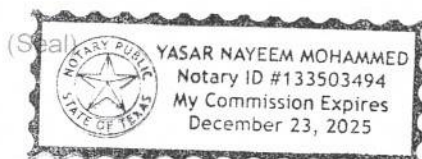
Business Name

[Signature]
Transfer Applicant Signature

Muhammad Akhtar - Managing Member

Transfer Applicant Name Printed

Washington Bismarck ND LLC DBA Brake Time
Applicant Business Name



[Signature]
Notary Signature / Date



Alcoholic Beverages License Transfers

The following licenses may be transferred according to City Code 5-01-12. Licenses may be transferred with the prior approval of the Board of City Commissioners:

- **Class A** license may not be transferred to another person. It may be transferred to a new location only if the fraternal order or club is moved to that location.
- **Class B-1** license may not be transferred to another person or to a new location other than the airport terminal.
- **Class B-2** license may not be transferred to another person or to a new location other than the Municipal Country Club.
- **Class B-3** license may be transferred to another person only if that person has purchased or entered into an agreement to purchase the passenger vessel. It may not be transferred to a new location other than the passenger vessel and the location where the vessel docks and boards passengers.
- **Class B-4** license may not be transferred to a new entity or location.
- **Class B-5** license may not be transferred and may be held only by the person or entity holding the lease with the Bismarck Parks and Recreation District for the Riverwood or Tom O'Leary Golf Courses.
- **Class B-6** license may not be transferred to a new location or Entity.
- **Class C** license may be transferred to another person only if that person has purchased or entered into an agreement to purchase the hotel or motel. It may not be transferred to a new location.
- **Class D** license may be transferred to another person only with the prior approval of the board of city commissioners.
- **Class E** license may be transferred to another person only with the prior approval of the board of city commissioners.
- **Class F** license may be transferred to another person only if that person has purchased or entered into an agreement to purchase that establishment. It may not be transferred to a new location.
- **Class G** license may be transferred to another person or entity only if that person or entity has purchased or has entered into an agreement to purchase the catering business.
- **Class H** license may be transferred to another person only if that person has purchased or entered into an agreement to purchase that establishment. It may not be transferred to a new location except by the current owner.
- **Class I** license may be transferred to another person only if that person has purchased or entered into an agreement to purchase that establishment. It may not be transferred to a new location.

Notarized signatures of both parties are required for eligible license transfers.

STATE OF MASSACHUSETTS

COUNTY OF WORCESTER

On this 27TH day of MARCH, in the year 2024 before me, personally appeared

Mini Mart, Inc. d/b/a Loaf 'n Jug #685 (Original license holder) and Washington Bismarck ND LLC (Transfer applicant) to

acknowledge the transfer of a Class E alcoholic beverage license. The applicant agrees to abide by all rules of the license and the City of Bismarck Chapter 5-01 Alcoholic Beverages Code of Ordinances.

MINI MART, INC.
D/B/A LOAF 'N JUG #685

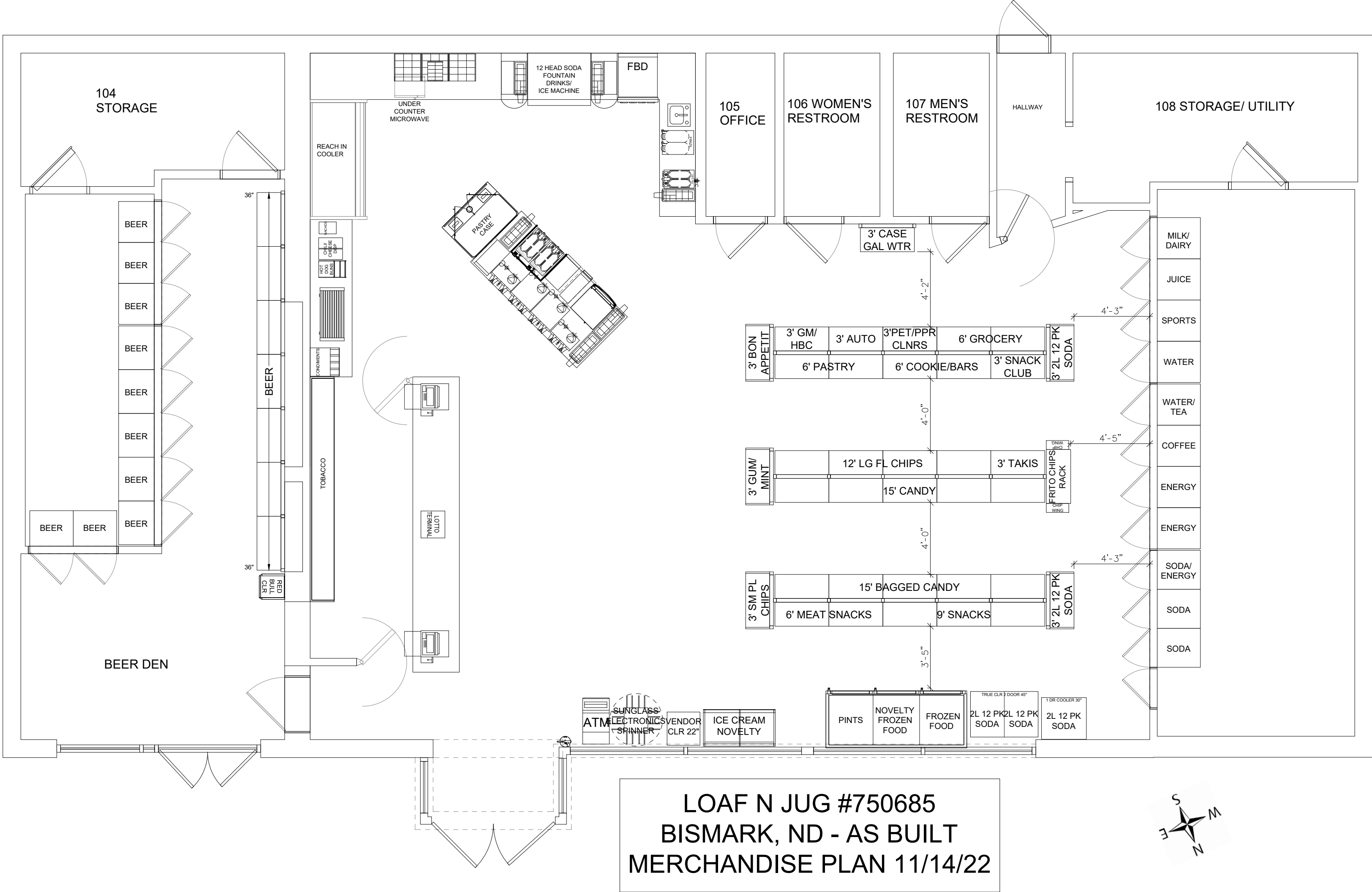
By: [Signature] Nicholas Unkovic, Secretary
Original License Holder Signature

[Signature]
Transfer Applicant Signature



JASON C. MELLO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 6, 2028

[Signature]
Notary Signature





Community Development Department

DATE: April 23, 2024

FROM: Ben Ehreth, Community Development Director

ITEM: Capital Electric Second Subdivision, Lot 2, Block 1 - Zoning Map Amendment

REQUEST:

Five Star Storage and Michael Ward are requesting a zoning map amendment from the A – Agricultural zoning district to the Conditional MA – Industrial zoning district for Lot 2, Block 1, Capital Electric Second Subdivision. The property is located northwest of Bismarck, north of 57th Avenue Northwest and west of North Washington Street, in the northwest quadrant of the intersection of Sonora Way and ND Highway 1804 Northwest.

BACKGROUND INFORMATION:

Five Star Storage and Michael Ward appealed the February 28, 2024, Planning and Zoning Commission's decision to deny a zoning map amendment from the A – Agricultural zoning district to the Conditional MA – Industrial zoning district for Lot 2, Block 1, Capital Electric Second Subdivision, to the Bismarck City Commission at the March 26, 2024, meeting. At the meeting, the Bismarck City Commission voted to reverse the decision of the Planning and Zoning Commission. As part of the action on March 26, 2024, the City Commission asked for the zoning map amendment to be considered prior to a public hearing. The City Commission considered this request on April 9, 2024, and called for a public hearing. The attached staff report contains a complete review of the request, according to the standards of the Comprehensive Plan, city ordinances, and other relevant laws.

RECOMMENDED CITY COMMISSION ACTION:

Hold a public hearing for Ordinance 6575 to amend zoning from the A – Agricultural zoning district to the Conditional MA – Industrial zoning district for Lot 2, Block 1, Capital Electric Second Subdivision and take final action on this 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
Lauren Oster, Planner, 701-355-1846, laoster@bismarcknd.gov

ATTACHMENTS:

1. Capital Electric Second - Attachment

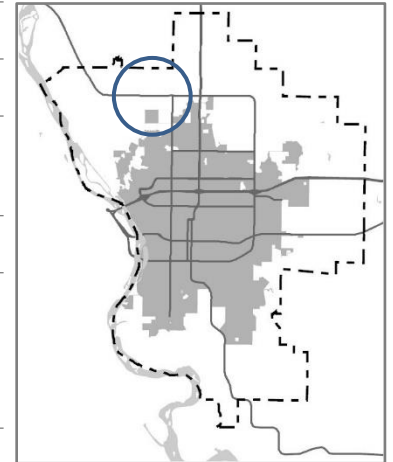
STAFF REPORT

Application for: **Zoning Map Amendment**

Project ID: **ZC2023-013**

Project Summary

<i>Title:</i>	Capital Electric Second Subdivision, Lot 2, Block 1
<i>Status:</i>	Board of City Commissioners – Public Hearing
<i>Property Owner(s):</i>	Michael Ward, Owner Five Star Storage, Applicant
<i>Project Contact:</i>	Jacob Barney, Five Star Storage
<i>Project Location:</i>	Northwest of Bismarck, north of 57th Avenue Northwest and west of North Washington Street, in the northwest quadrant of the intersection of Sonora Way and ND Highway 1804 Northwest
<i>Project Size:</i>	7.04 acres
<i>Applicant Request:</i>	Rezone to Conditional MA – Industrial to enable the use of a self-storage facility
<i>Staff Recommendation:</i>	Approve with conditions



Site Information

<i>Existing Conditions</i>		<i>Proposed Conditions</i>	
<i>Lots/Blocks:</i>	1 Lot in 1 Block	<i>Lots/Blocks:</i>	1 Lot in 1 Block
<i>Land Use:</i>	Agriculture/Undeveloped	<i>Land Use:</i>	Conditional Light Industrial
<i>Future Land Use:</i>	Industrial Flex (IF)	<i>Future Land Use:</i>	Industrial Flex (IF)
<i>Zoning:</i>	A – Agricultural	<i>Zoning:</i>	Conditional MA – Industrial
<i>Uses Allowed:</i>	A – Agriculture	<i>Uses Allowed:</i>	Conditional MA – Light industrial, general commercial, warehouses, manufacturing and shop condos
<i>Max Density:</i>	A – 1 unit / 40 acres	<i>Max Density:</i>	Conditional MA – N/A

Area Information

<i>Zoning Jurisdiction:</i>	Extraterritorial Area (ETA)
<i>Township:</i>	Hay Creek (organized)
<i>Neighborhood:</i>	Undefined

Property History

<i>Zoned:</i>	10/1998
<i>Platted:</i>	04/05
<i>Annexed:</i>	N/A

(continued)

Project Narrative

Michael Ward and Five Star Storage are requesting approval of a zoning map amendment from the A – Agriculture zoning district to the Conditional MA – Industrial zoning district for Lot 2, Block 1, Capital Electric Second Subdivision. The applicant is proposing to develop the property to include a self-storage facility. The conditional MA – Industrial zoning would limit the use of the property to storage, as proposed.

The Planning and Zoning Commission considered this request on January 24, 2024. The Planning and Zoning Commission held a public hearing on the zoning map amendment on February 28, 2024, and denied the request.

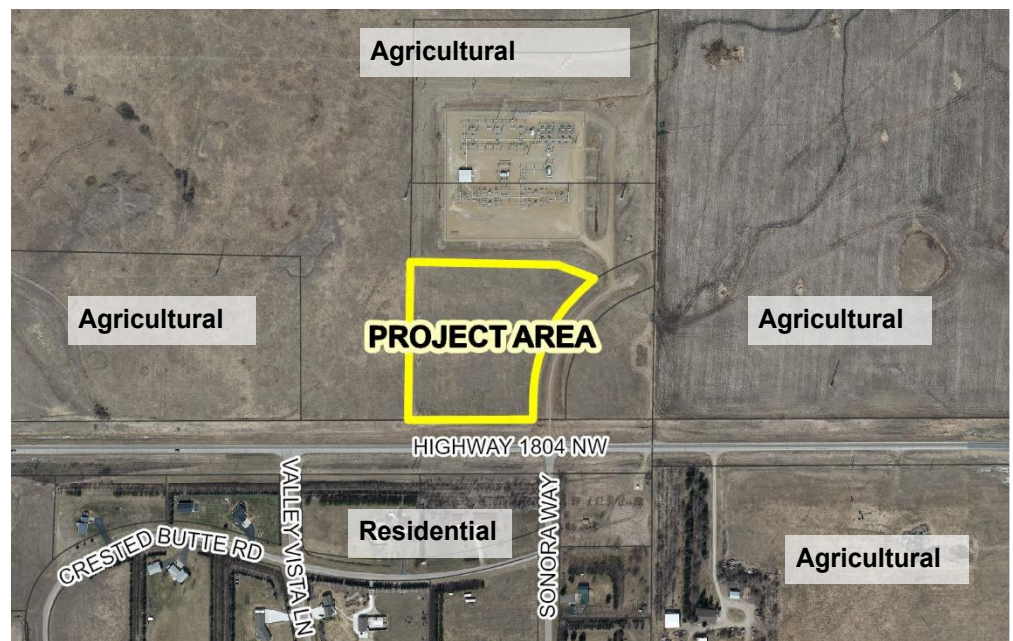
The applicant and owner appealed the Planning and Zoning Commission's decision to the Bismarck City Commission at their March 26, 2024, meeting. The City Commission voted to reverse the decision of the Planning and Zoning Commission and asked that the zoning map amendment be considered prior to a public hearing. A copy of the findings, conclusions, and decisions from this appeal is attached.

The Bismarck City Commission considered this request at their meeting on April 9, 2024.

Project Context

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

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 property has been identified as Industrial Flex (IF) in the Future Land Use Plan. The Industrial Flex (IF) areas are flexible employment centers for a range of businesses, primarily for smaller-scale industrial uses and offices. Goals and objectives of this plan as they relate to a zoning map amendment are referenced in review standards below.

Adjacent uses include agricultural uses to the north, west, and east, and residential uses to the south across ND Highway 1804 NW. A substation is located on the lot to the north of the proposed site.

The right-of-way for Sonora Way was granted when the property was platted in 2005; however,

(continued)

the street was never built to County Commercial/Industrial Subdivision Roadway standards as the substation to the north generated minimal traffic. Since the proposed self-storage facility will generate increased traffic to this area, Sonora Way will need to be built to the County Commercial/Industrial Subdivision standards at least to the entrance of the substation driveway. A gravel temporary cul-de-sac will also need to be constructed at the end of the street for turnaround purposes.

Public Engagement

The public was 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 30 letters were mailed to the 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.

Two members of the public spoke at the Planning and Zoning Commission hearing. One written comment was received by staff prior to the public hearing on February 28, 2024, was distributed to the Planning and Zoning Commission, and summarized by staff during the oral presentation.

The signatory of the written public comment expressed concern about having storage units at that specific location. This comment was addressed by the applicant and the owner's consultant stating that this zoning map amendment and the development of storage units within this lot would follow the Bismarck's Future Land Use Plan.

At the City Commission level, the public was duly notified of this request. A notice was published in the Bismarck Tribune on April 12 and 19, and 30 letters were mailed again to the owners of nearby properties on April 12, 2024. Any public comments

received before the public hearing at the Board of City Commissioners will be summarized by staff.

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.

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 Industrial Flex (IF) 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 applicant is aware of the Bismarck's Growth Phasing Plan and intends to annex into the city once city services are available. However, connection to city services is currently not feasible as the closest city service are half a mile from the property.

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

Yes, with certain conditions applied to this zoning district. Adjacent uses are described in the project context section above. The proposed conditional zoning district would allow self-storage. Certain conditions including design, aesthetic, and development standards applied to the proposed zoning would alleviate potential incompatibilities to adjacent land uses in the future. A densely landscaped 20-foot-wide buffer yard is required along the south and west sides of the lot. Example architectural renderings from another Five Star Storage site, showing examples of materials and potential landscaping, is attached.

(continued)

Additionally, an example electrical plan for another Five Star Storage site, showing how the site lighting is evaluated and contained within the property, is also attached. The proposed conditional zoning restricts more intensive uses, including, but not limited to:

- Retail Group B, which includes vehicle sales
- Service Group B, which includes motor vehicle repair garages
- Wholesale trade and distribution
- Hotel/Motel

With these conditions, development that may be anticipated from the proposed zoning 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 zoning district of A – Agricultural was established prior 1980. Conditions have changed since this time including the adoption of new comprehensive plans.

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 conditional zoning map amendment would not adversely impact housing opportunities in any way.

The goals and objectives of Together 2045 Bismarck's Comprehensive Plan would be advanced by the proposed zoning ordinance text amendment ([Comprehensive Plan](#))

Yes. The proposed conditional zoning map amendment would conform to the Industrial Flex (IF) designation as outlined in the Future Land Use Plan.

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.

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 approval on the zoning map amendment from the A – Agriculture zoning district to the Conditional MA – Industrial zoning district, as outlined in the attached draft zoning ordinance, for Lot 2, Block 1, Capital Electric Second Subdivision with the following conditions:

1. Comply with all relevant design, aesthetic, and development standards.

Attachments

(continued)

-
- | | |
|----------------------------------|---|
| 1. Draft Zoning Ordinance | 4. Example Architectural Renderings from Another Five Star Storage Location |
| 2. Zoning and Plan Reference Map | 5. Example Electrical Plan from Another Five Star Storage Location |
| 3. Proposed Zoning Map | 6. Appeal Findings, Conclusions, & Decisions |
-

Staff report prepared by: Lauren Oster, Planner

701-355-1846 | laoster@bismarcknd.gov

CITY OF BISMARCK

ORDINANCE NO. 6575

First Reading
Second Reading
Final Passage and Adoption
Publication Date

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, 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 A – Agricultural zoning district and included in the Conditional MA – Industrial zoning district:

Lot 2, Block 1, Capital Electric Second Subdivision

This Conditional MA - Industrial zoning district is subject to the following additional standards:

1. *Uses Permitted.* The following uses are permitted within this Conditional MA – Industrial zoning district:
 - a. Industrial group A, limited to storage buildings and warehouses, including rental and condo storage units.
 - b. Utility service group.

All other uses not included in this list shall be prohibited.

2. *Special Uses.* There are no uses allowed as special uses within this Conditional MA – Industrial zoning district.

3. *Dimensional Standards.*

- a. Lot Area. The minimum lot area is ten thousand (10,000) square feet.
- b. Lot Width. The minimum lot width is sixty (60) feet measured along the front building line.
- c. Lot Coverage. The maximum lot coverage for buildings and required parking is eighty (80) percent of the total lot area.
- d. Front Yard. The minimum front yard setback is fifty (50) feet from the property line adjacent to ND Highway 1804 and fifteen (15) feet from the property line adjacent to all other roadways.
- e. Side Yards. No side yards are required except where a lot adjoins a residential district.
- f. Rear Yard. The minimum rear yard setback is ten (10) feet.
- g. Height Limits. The maximum building height is seventy-five (75) feet.

4. *Design and Aesthetic Standards.*

- a. Intent. It is the intent of the design standards to create and maintain a high visual quality and appearance for this development, encourage architectural creativity and diversity, to create a lessened visual impact upon the surrounding land uses and to stimulate and protect investment through the establishment of high standards with respect to materials, details, and appearance.
- b. Building Materials. All building facades shall be designed with finished materials, with primary building materials being limited to modular masonry materials such as brick, stone or dimensional block; precast concrete or aggregate panels; stucco or stucco-like materials; or prefinished metal architectural panels. All elevations, especially those facing a public right-of-way, must be visually pleasing and must not be exclusively covered in prefinished metal panels if this material is used.

The following building types and materials are expressly prohibited: wood as an exterior wall finish, except where used as an accent material and exposed, untextured, uncolored, unaugmented concrete.

All subsequent renovations, additions and related structures constructed after the construction of the original building shall be constructed of materials comparable to those used in the

original construction and shall be designed in a manner conforming to the original architectural design and general appearance.

- c. Enclosed Building Requirement. All production, processing, storage (excluding the storage of vehicles allowed over the WAPA easement), sales, display, or other business activity shall be conducted within a completely enclosed building.
- d. Outdoor Storage. Outdoor storage is only permitted for temporary vehicle storage within the WAPA easement area on the northern portion of the lot if agreed to by the utility entity. Continuous storage of vehicles involving 12 or more consecutive months without moving the vehicle(s) from the property is prohibited.

5. *Other Development Standards.*

- a. Buffer Yards. In addition to the requirements of Section 14-03-11, a 20-foot-wide buffer yard shall be provided along the south side, adjacent to ND Highway 1804 NW, and west side of the lot. Said buffer yard shall be densely planted in conjunction with site development with the minimum number, species and size of trees and shrubs required for a 20-foot buffer yard in the City's landscaping ordinance (2 shade trees, 4 ornamental trees, 3 large upright coniferous trees, 10 small upright coniferous trees and 14 shrubs).
- b. Lighting. Lighting at entrances, exits, and drive aisles between buildings is permitted provided that any associated glare does not create a public nuisance or traffic safety hazard. High-intensity lighting devices oriented outward, including but not limited to laser lights, strobe lights, searchlights, and beacons, are not permitted.

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

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



Zoning and Plan Reference Map

ZC2023-013

CAPITAL ELECTRIC SECOND SUBDIVISION, L2, B1

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

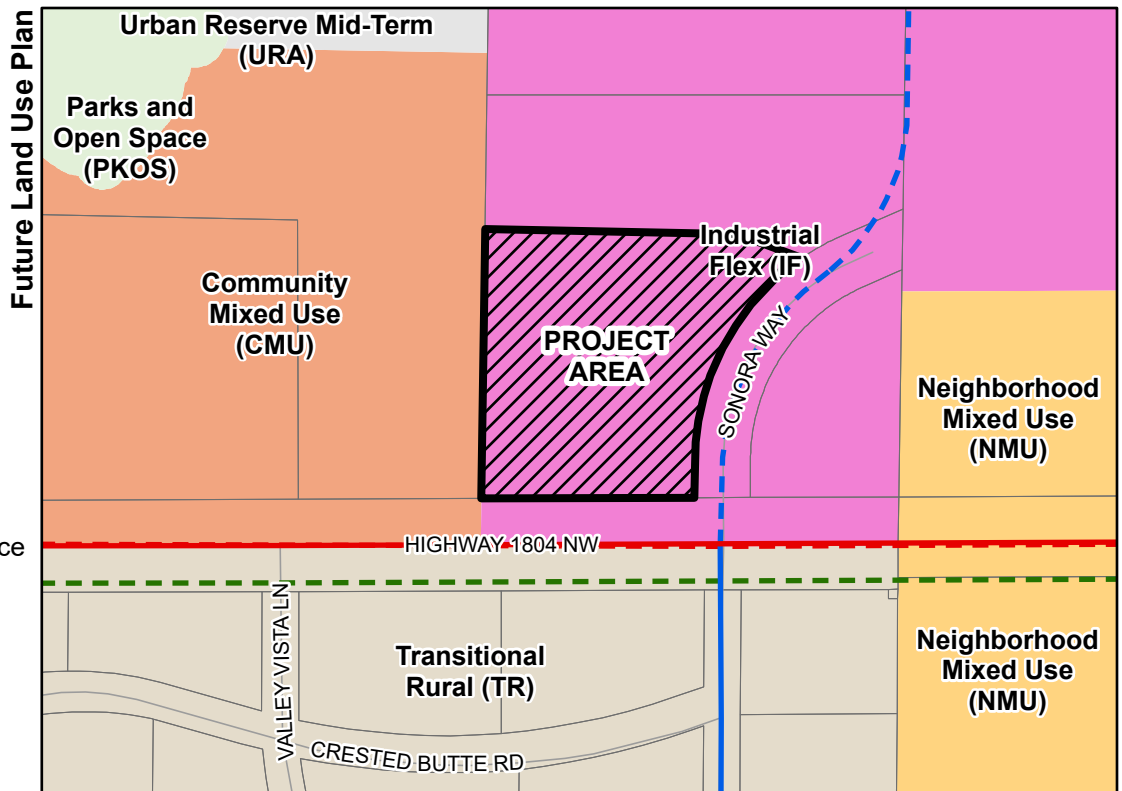
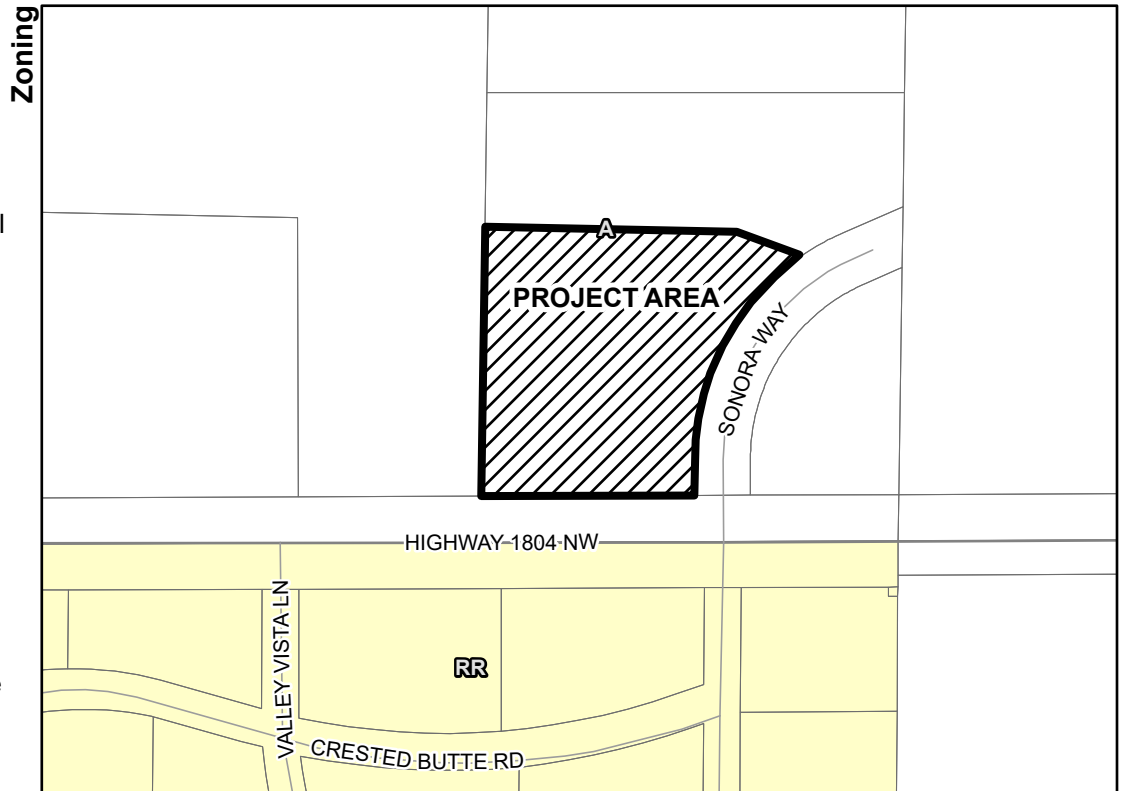
UN	Urban
NMU	Neighborhood Mixed Use
CMU	Community Mixed Use
DMU	Destination Mixed Use
DT	Downtown
IND	Industrial
IF	Industrial Flex
IMU	Industrial Mixed Use
INS	Institutional
RR	Rural
TR	Transitional Rural
PKOS	Parks/Open Space
URA/URB	Urban Reserve Mid/Long-Term

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.

0 305 610 1,220 Feet



City of Bismarck
Community Development
Planning Division
January 18, 2024

Proposed New Zoning Map

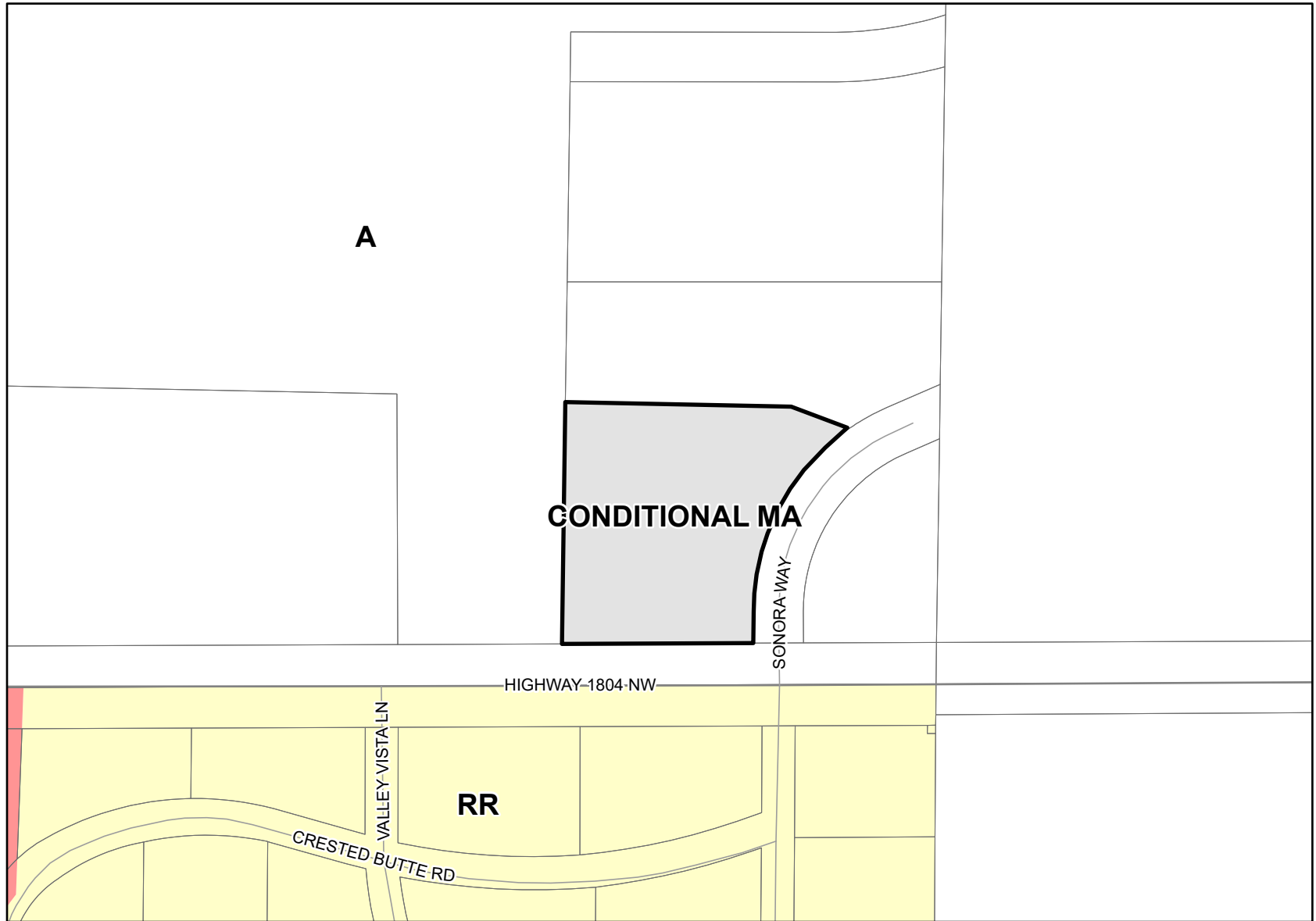
 Project Area
(zoning within
is proposed)

 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



0 0.13 0.25 0.5 Miles

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
January 18, 2024

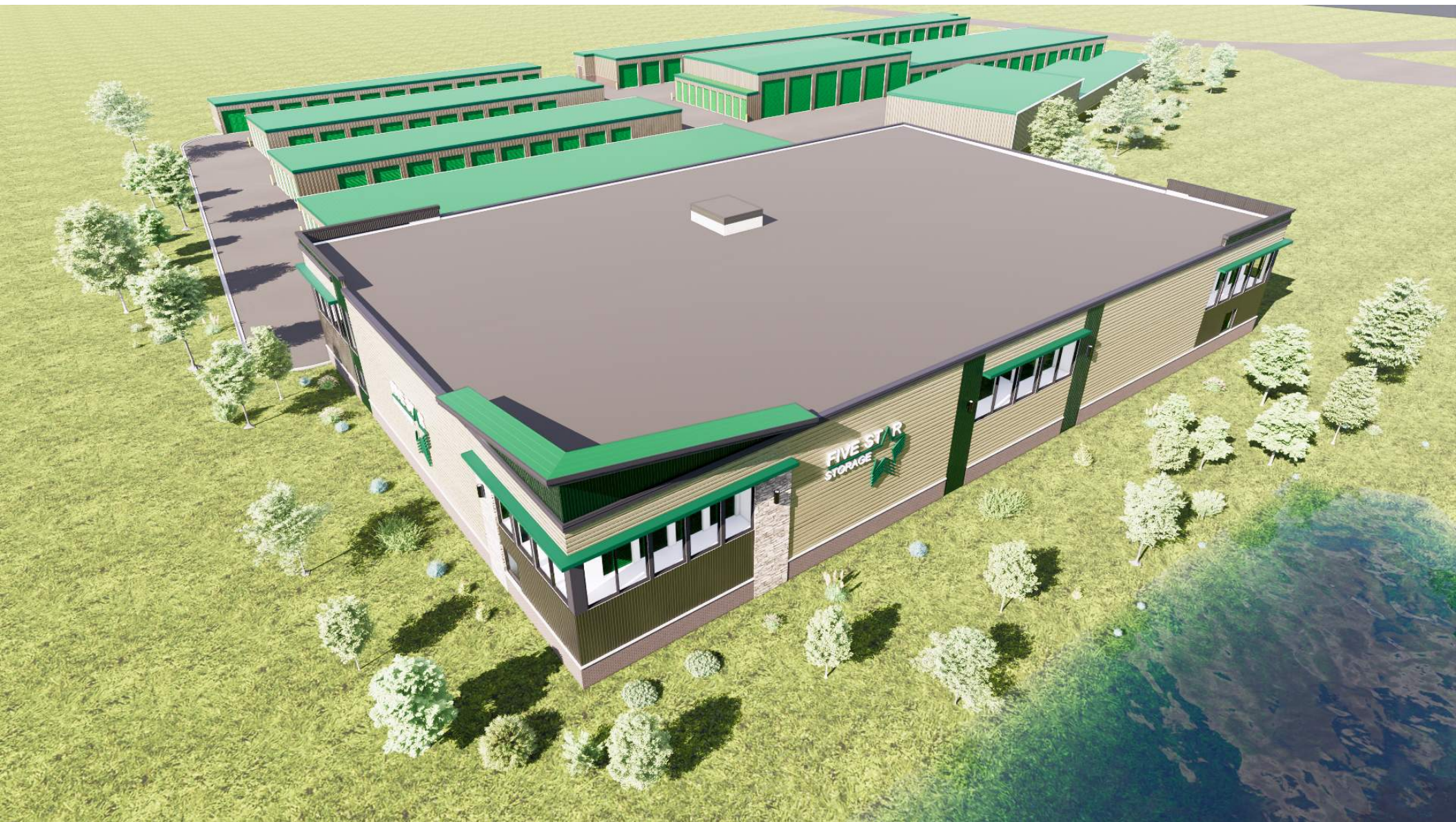








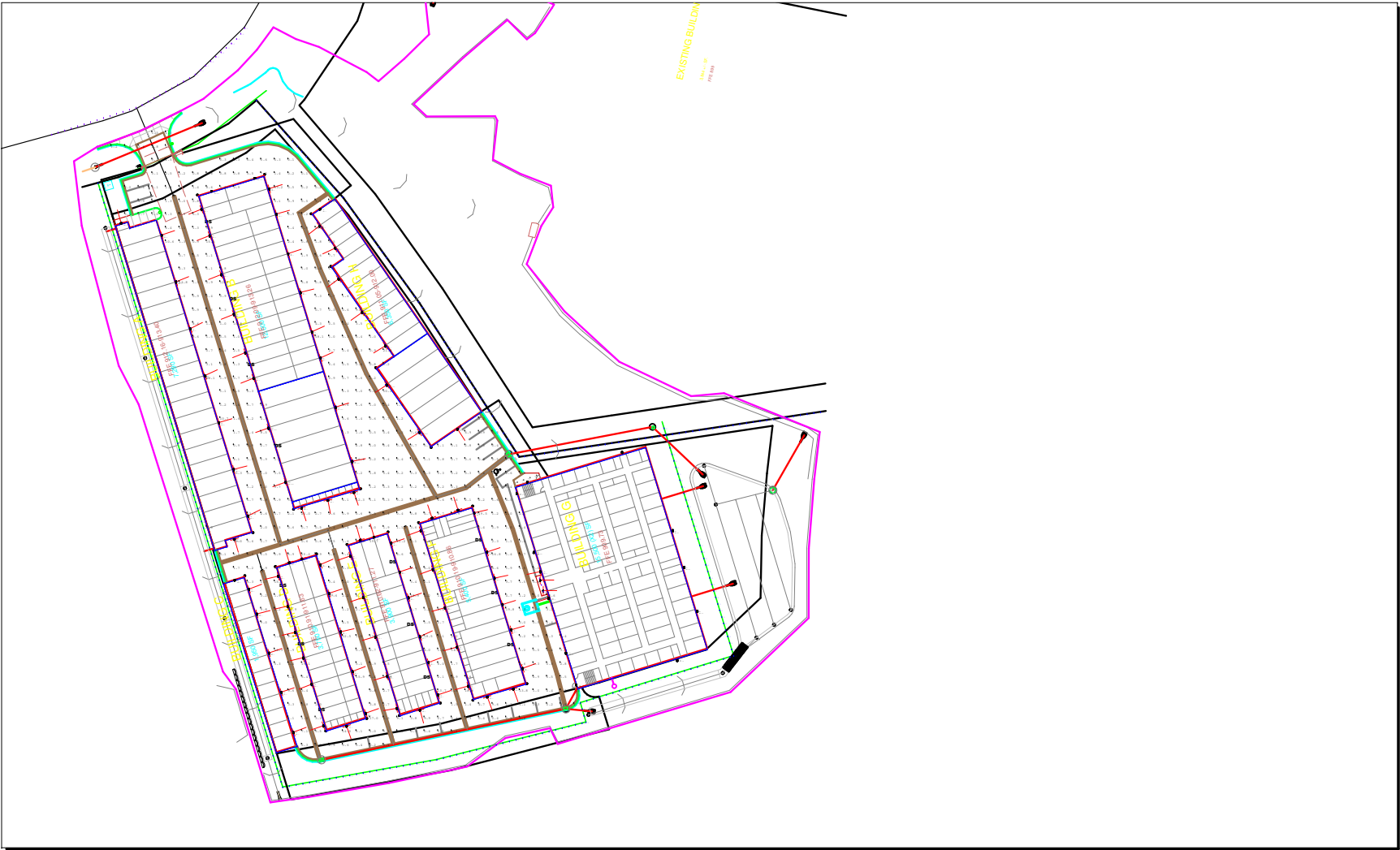




Luminaire Schedule								
Symbol	Qty	Label	Arrangement	LF	Description	Am. Walls	Lum. Lumens	Mounting Height
1	1	CC	Single	0.900	TGS ALPES SL-C-4 UPM/D ON 18FT SSS POLE ON A 2.8FT BASE	78.5	12045	17.5
8	8	BB	Single	0.900	TGS CLEWR 5411-W-C-BK UP/DOWN CYLINDER	18.5	2591	9, 15, 16
2	2	DD	Single	0.900	ELITE RLE77-1000L DMTR 130-27X39K/39K40K/50K-36 WH JBOX MOUNT	14.4	1244	9
10	10	AA	Single	0.900	OWP-P2-116 LED 1550L-3800L-4000L DMTR 130-34TV 39K40K/50K(3800L)	31.254	3962	12.5, 14.5, 16.5
82	82	AA	Single	0.900	OWP-P2-116 LED 1550L-3800L-4000L DMTR 130-34TV 39K40K/50K(3800L)	18.31	3236	7, 8.5, 9, 12

Calculation Summary						
Label	Calc Type	Units	Avg	Max	Min	Avg/Min
CALC POINTS GROUND	Illuminance	FC	1.38	27.9	0.0	N/A
centerline	Illuminance	FC	0.17	0.5	0.0	N/A
entrance typical wall pack	Illuminance	FC	5.53	6.6	4.3	1.29
MAIN ENTRANCE	Illuminance	FC	10.67	13.0	9.0	1.19
PROPERTY LINE	Illuminance	FC	0.14	0.5	0.1	1.49
PROPERTY LINE 1	Illuminance	FC	0.10	0.1	0.1	1.00
PROPERTY LINE 2	Illuminance	FC	0.10	0.1	0.1	1.00
PROPERTY LINE 3	Illuminance	FC	0.10	0.1	0.1	1.00
PROPERTY LINE 4	Illuminance	FC	0.10	0.1	0.1	1.00
PROPERTY LINE 5	Illuminance	FC	0.13	0.2	0.1	1.30

GENERAL NOTES:
A. PULSE PRODUCTS DOES NOT ASSUME RESPONSIBILITY FOR THE INTERPRETATION OF THIS CALCULATION OR COMPLIANCE TO THE LOCAL, STATE, OR FEDERAL LIGHTING CODES OR ORDINANCES.
B. LIGHTING LAYOUT IS NOT INTENDED FOR CONSTRUCTION DOCUMENTS BUT ONLY TO ILLUSTRATE THE PERFORMANCE OF THE PRODUCT.
C. ALL READINGS/CALCULATIONS SHOWN ARE SHOWN ON WORKPLANE OR FLOOR DEPENDING ON SPACE ACTIVITY.



Plan View
Scale: 1 inch= 35 Ft.

BISMARCK BOARD OF CITY COMMISSIONERS

IN THE MATTER OF THE)
APPEAL OF FSS MANAGEMENT, LLC) **FINDINGS, CONCLUSIONS & DECISION**
FIVE STAR STORAGE)

Re: Lot 2, Block 1, Capital Electric Second Subdivision

1. The Bismarck Board of City Commissioners considered the appeal of FSS Management, LLC DBA Five Star Storage (APPELLANT) from the Bismarck Board of Planning and Zoning Commission's denial of a zoning change from A – Agricultural zoning to the Conditional MA – Industrial zoning district. The hearing on the appeal was held on March 26, 2024, in the Tom Baker Meeting Room of the City/County building in Bismarck. Appellant appeared and presented testimony at the hearing. Ben Ehreth, Community Development Director, appeared and reported the action of the Bismarck Planning and Zoning Commission and informed the City Commission of the situation and explained the requirements of the zoning ordinance. Jacob Barney who is employed by the APPELLANT appeared and presented as well as the landowner Ward Farms' attorney Bob Martin. After all of the parties were given an opportunity to present evidence, the City Commission makes the following:

FINDINGS OF FACT

2. Appellant requested that the zoning designation of the property from the A – Agricultural zoning district to the Conditional MA – Industrial zoning district be made for Lot 2, Block 1, Capital Electric Second Subdivision.

3. According to the applicant, they requested the zoning map amendment to develop a self-storage facility. The property has been identified as Industrial Flex in the Future Land Use Plan. Staff recommended approval with conditions. Concerns raised by members of the public, both during the hearing and in the written comment, were related to the proposed storage use adjacent to rural residential areas and the increase in traffic to this area. Other concerns raised related to crime, incompatibility with current neighborhood character, and the additional distraction it would have to the traveling public, especially those experiencing the Lewis and Clark Trail along ND Highway 1804.

4. The Bismarck Planning and Zoning Commission, at their meeting of February 28, 2024, held a public hearing on the request and denied the request 5 to 3, noting that the proposed amendment is not compatible with adjacent land uses and zoning.

5. Appellant timely appealed.

6. At the hearing on the appeal, Community Development Director Ehreth presented the history of the matter. The APPELLANT indicated that the project meets the Future Land Use Plan, Comprehensive Plan and ordinances. They indicated that storage buildings are a use in the industrial flex designation. The area needs self-storage closer to their residences, and this project would be a good buffer between the residential uses and the power substation already in place. Traffic impacts would be lower with the storage units than another use in the industrial flex. The crime issue for storage units was when the units were kept in industrial areas away from people but now they see very little crime with the cameras and building closer to residential. Attorney Bob Martin, who represents Ward Farms who is the owner of the real property which APPELLANT intends to purchase, also spoke of the cooperation for the last two years while the comprehensive plan was finalized and how this property is part of a larger plan for the property that his client owns in that area.

CONCLUSIONS OF LAW

7. That pursuant to City Ordinance 14-01-06, the hearing on an appeal of the Planning and Zoning Commission will only consider the question of whether or not to reverse the decision, introduce the ordinance, if necessary, and call for a public hearing on the zoning change ordinance. At the hearing, only the aggrieved applicant or their representative, a person entitled to receive mailed written notice of the application or an officer, department, board or bureau of the city may argue for or against the appeal. No new evidence may be presented and the review is limited to the record as received from the planning and zoning commission and the arguments at the hearing.

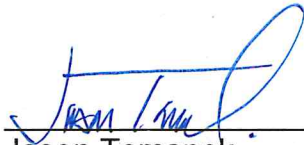
DECISION

8. Based upon the findings and the conclusions, the Board of City Commissioners reverses the February 28, 2024, decision of the Bismarck Planning and Zoning Commission on the above property, introduces the ordinance and calls for a public hearing on the zoning change ordinance.

Accordingly, the Board of City Commissioners **REVERSES** the decision of the Bismarck Planning and Zoning Commission and **GRANTS** the relief requested in the appeal.

Dated this 15th of April, 2024.

Attest:



Jason Tomanek
City Administrator

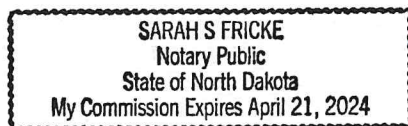


Michael T. Schmitz
President, Board of City Commissioners

STATE OF NORTH DAKOTA)
) ss
COUNTY OF BURLEIGH)

On this 15th day of April, 2024, before me personally appeared Michael T. Schmitz, President of Board of City Commissioners, and Jason Tomanek, City Administrator, known to me to be the persons who are described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

{SEAL}





Notary Public, Burleigh County,
North Dakota

Sarah Fricke

From: sfricke@bismarcknd.gov
Subject: FW: Moratorium on self-storage buildings taking effect in Mandan

From: Ron Knutson <[REDACTED]>
Sent: Tuesday, February 27, 2024 8:14 PM
To: Michael Schmitz <Mschmitz@bismarcknd.gov>
Subject: Moratorium on self-storage buildings taking effect in Mandan

CAUTION: ***External Email - Use caution clicking links or opening attachments***

Please do not allow industrial in a commercial corridor. The planning and zoning department should be ashamed of themselves for allowing spot zoning. What is the matter with them, allowing out of state and out of city people to come in and not follow the rules we had to follow the rules this is not a place to put storage units. Please vote against tomorrow's proposal. Thx Michael. Ron.

https://bismarcktribune.com/news/local/mandan/mandan-moratorium-self-storage-buildings/article_c33d0794-bb08-11ee-9eca-4f628b70d2bb.html

Sent from my iPhone

Sarah Fricke

From: Planning - General Mailbox
Sent: Monday, April 15, 2024 1:08 PM
To: Sarah Fricke
Subject: FW: Reversal of Planning & Zoning Commission denial of 5-Star Sorage application for a zoning change

From: Jim Boyd <[REDACTED]>
Sent: Wednesday, April 10, 2024 6:00 PM
To: Administration - General Mailbox <bismarckadmin@bismarcknd.gov>
Subject: Reversal of Planning & Zoning Commission denial of 5-Star Sorage application for a zoning change

CAUTION: *External Email - Use caution clicking links or opening attachments*****

Bismarck City Commissioners,

My wife and I are against the zoning change, resulting from reversal of the Planning and Zoning Commission recommendation, which would allow 5-Star Storage to locate a facility at the intersection of Sonora Way and Hwy 1804. We fear that it would result in greater through traffic and higher vehicle speeds utilizing Sonora Way which runs through our development.

Residents daily stop and pick up mail at the congregate post office boxes located on Sonora Way which require many to park and get out of their cars to pick up their mail out. In addition, many utilize the park with children frequently crossing Sonora Way to access the park. Approval of this zoning change would cause more noise and greater safety concerns from vehicles utilizing Sonora Way as a short cut to the proposed facility. Please consider the impact on the many residents of the Heritage Park development.

We urge you to disapprove this zoning change.

Jim & Linda Boyd
5905 Colony Pl
Bismarck, ND

**BISMARCK PLANNING & ZONING COMMISSION
MEETING MINUTES
February 28, 2024**

The Bismarck Planning & Zoning Commission met on February 28, 2024, at 5:00 p.m. in the Tom Baker Meeting Room in the City-County Office Building, 221 North 5th Street. The meeting was held in person and via Zoom. Vice Chair Johnson presided and was present in the Tom Baker Meeting Room.

Commissioners present were Brian Bitner (via Zoom), Cole Johnson, Dan Lukens (via Zoom), Gabe Schell, Mike Schmitz, Wendy Van Duyne, Trent Wangen and Paul Zent.

Commissioners Robert Field and Mike Schwartz were absent.

Staff members present were Stephanie Pretzer – Assistant City Attorney, Ben Ehreth – Community Development Director, Sarah Fricke – Senior Administrative Assistant, Isak Johnson – Planner, Daniel Nairn – Planning Manager, Lauren Oster - Planner and Jenny Wollmuth – Senior Planner.

**PUBLIC HEARING – ZONING MAP AMENDMENT
CAPITAL ELECTRIC SECOND SUBDIVISION, LOT 2, BLOCK 1**

Vice Chair Johnson called for the public hearing on a zoning map amendment from the A – Agricultural zoning district to the Conditional MA – Industrial zoning district for Lot 2, Block 1, Capital Electric Second Subdivision. The property is located northwest of Bismarck, north of 57th Avenue Northwest and west of North Washington Street, in the northwest quadrant of the intersection of Sonora Way and ND Highway 1804 Northwest.

Ms. Oster provided an overview of the request and stated that as a cumulative result of all findings contained in the staff report, City of Bismarck staff find that the proposed zoning map amendment would not adversely impact the public health, safety, and general welfare.

Ms. Oster said, based on the findings, staff recommends approval of the zoning map amendment from the A – Agricultural zoning district to the Conditional MA – Industrial zoning district for Lot 2, Block 1, Capital Electric Second Subdivision, as presented.

Vice Chair Johnson opened the public hearing.

The applicant, Jacob Barney, addressed the commission to explain his intentions for the site. He plans to construct a self-storage facility including landscaping to blend with the surrounding areas. He stated there is a substation on the north side of the property and the WAPA easement limits uses of this site.

Mayor Schmitz stated he believes anything could be built to the south of the 125-foot WAPA easement, so he disagrees there are restrictions on this property.

Ron Knutson, via zoom, stated he is concerned with the overall aesthetic of North Bismarck. He questioned whether a traffic study has been conducted and mentioned storage units could increase crime in the area.

Claudia Berg, a nearby resident, would have a direct view of the proposed storage units and opposes this proposal. She stated the Lewis and Clark Trail is in the area and she, therefore, has concerns with the effect on tourism and long-term development as well as traffic concerns.

Commissioner Schell stated that while he shares the concern about traffic safety, the proposal does meet site distance standards. Commissioner Zent asked whether there would be a stop sign or a yield sign, to which Commissioner Schell responded that a stop sign is the standard.

Nic Cullen, with Houston Engineering, came forward to speak on behalf of the applicant stating this site will be Industrial Flex according to the Future Land Use plan.

Mr. Barney then stated that self-storage facilities typically yield very low traffic while another use may cause more traffic. He also reminded the commission that they intend to include a landscape buffer to blend the units with the surrounding neighborhood. He stated the plans include motion sensor lights and no pole lights to disturb the neighborhood.

Vice Chair Johnson closed the public hearing.

Commissioner Wangen asked why this area is industrial in the Future Land Use plan. Mr. Nairn responded by saying the area already has a substation as well as the WAPA easement and the area has a need for storage units.

MOTION: Commissioner Bitner made a motion to deny zoning map amendment from the A – Agricultural zoning district to the Conditional MA – Industrial zoning district for Lot 2, Block 1, Capital Electric Second Subdivision. Commissioner Schmitz seconded the motion, and it was approved with Commissioners Bitner, Schmitz, Van Duyne, Wangen, and Zent voting in favor of the motion. Commissioners Johnson, Lukens, and Schell voted against the motion.



Administration Department

DATE: April 23, 2024

FROM: Jason Tomanek, City Administrator

ITEM: Vision Fund Application - Superior Precast, LLC

REQUEST:

Consider the recommendation from the Vision Fund Committee to support a PACE program interest buy-down for Superior Precast, LLC.

BACKGROUND INFORMATION:

Superior Precast, LLC has requested a PACE program interest rate buy-down. The Vision Fund Committee met on March 28, 2024, and reviewed the application. The Committee supported the complete application. The Lewis & Clark Development Group can provide the loan servicing administration required for this request. A loan servicing fee of 1% will be paid to Lewis & Clark Development Group by Superior Precast, LLC. A loan interest charge of 1% will be paid back to the Vision Fund by Superior Precast, LLC. The Vision Fund Committee approved moving the request to the City Commission for consideration and final approval. The amount requested from the Vision Fund is a maximum amount of \$239,580.99. Nathan Schneider, Chamber EDC Vice President, will be available to answer the Board's questions regarding this request.

RECOMMENDED CITY COMMISSION ACTION:

Consider approval of request from the Vision Fund Committee to support a PACE program interest buy-down for Superior Precast, LLC structured as a loan for a maximum amount of \$239,580.99.

STAFF CONTACT INFORMATION:

Jason Tomanek, City Administrator, 701-355-1300, jtomanek@bismarcknd.gov

ATTACHMENTS:

1. Vision Fund Full Application - Superior Precast



BISMARCK VISION FUND APPLICATION - FORM 1

Please complete and return to the Bismarck Mandan Chamber EDC
1640 Burnt Boat Drive, Bismarck, North Dakota 58503.

Applications will be reviewed by the Bismarck Vision Fund Committee.
Please allow 3 - 4 weeks for consideration.

GENERAL CONTACT INFORMATION		
Business Name: Superior Precast, LLC		FOR INTERNAL USE ONLY
Business Address: 3100 N. 14th Street		Date Received:
City: Bismarck	State: ND	Zip Code: 58503
Project Address: 2512 Lockheed Drive		Date to Vision Fund Committee:
City: Bismarck	State: ND	Zip Code: 58504
Contact: Arthur W. Goldammer, III		Date to Commission:
Business Phone Number: 701-663-4117		Date Commission Approved:
Cell Number: 701-426-0197		Funding Amount Approved:
Federal Tax ID Number: [REDACTED]		Other:
E-Mail: arthur@verityhomes.com		
Date Business Established: February 1, 2022		
Amount Vision Fund Funds Requested: See attached - Exhibit A Superior Precast		
FINANCIAL INFORMATION		
Total Project Cost: 5,500,000		Owner's Equity: 500,000 (per loan requirements)
PURPOSE OF REQUEST		
☒ New Business ☐ Business/Equipment Updates ☐ Business Expansion ☐ Other:		
BUSINESS OWNERSHIP INFORMATION		
Ownership Structure ☐ Sole Proprietorship ☐ Partnership ☒ Limited Liability Corporation ☐ Public Corporation ☐ Other:		
Key Owner Names (List all with a 20% interest or more) Arhtur W. Goldammer, III _____ _____ _____	% Ownership 95% _____ _____ _____	Social Security Number [REDACTED] _____ _____ _____
Key Management Name/ Phone Number Wesley Borgen _____ _____ _____	Titles General Manager _____ _____ _____	



BISMARCK VISION FUND APPLICATION - FORM 1

Please complete and return to the Bismarck Mandan Chamber EDC
1640 Burnt Boat Drive, Bismarck, North Dakota 58503.

Applications will be reviewed by the Bismarck Vision Fund Committee.
Please allow 3 - 4 weeks for consideration.

EMPLOYEE INFORMATION				
Current Employees	Full-Time: 1	Avg. Salary: 70,000	Part-Time:	Avg. Salary:
3-Year Projection	Full-Time: 12	Avg. Salary: 47,000	Part-Time:	Avg. Salary:
5-Year Projection	Full-Time: 19	Avg. Salary: 47,000	Part-Time:	Avg. Salary:
How many jobs will this project create?	Full-Time: 190		Part-Time:	
Average salary of new jobs?	Full-Time: 47,000		Part-Time:	
PROJECT INFORMATION				
Please provide a summary of the project. We are opening a pre-cast, concrete foundation manufacturing facility. The pre-cast concrete foundations will provide a new and innovative concept to the decades old concept of simply pouring a concrete foundation. Our pre-cast foundation systems will be used to construct newly built residential homes, modular/manufactured homes, and various commercial projects. Our pre-cast facility will allow us to make a less expensive, better constructed, higher insulated foundation, and accomplish all of this in less time than it currently takes using a "poured" concrete wall.				
Describe what your company does to add value to your product, process or service. Economic circumstances have created the need to develop building products and systems that will help reduce the price per square foot while increasing the quality and energy efficiency of new homes. We believe we have found a solution that will help overcome some of these challenges and allow us to make a less expensive, better constructed, higher insulated home, and accomplish all of this in less time than using current and somewhat antiquated construction techniques that have not changed for decades.				
Describe the economic impact this project will have on the city of Bismarck. According to the NAHB (National Association of Home Builders) National Impact of Home Building and Remodeling report, building 1,000 single-family homes creates 2,900 full-time jobs and generates \$110.96 million in taxes and fees for all levels of government to support police, firefighters and schools. Similarly, building 1,000 average rental apartments generates 1,250 jobs and \$55.91 million in taxes and revenue for local, state and federal government.				
Has or will this project receive any other incentive? ☒ Yes ☐ No If yes, please explain. New Market Tax Credits Pace Program				
Please attach a brief (no more than two pages) description of business, trade area served, kind of jobs to be created, and any other information that may help describe this project and demonstrate eligibility criteria are met.				



BISMARCK VISION FUND APPLICATION - FORM 1

Please complete and return to the Bismarck Mandan Chamber EDC
1640 Burnt Boat Drive, Bismarck, North Dakota 58503.

Applications will be reviewed by the Bismarck Vision Fund Committee.
Please allow 3 - 4 weeks for consideration.

Additional information or documentation may be requested if deemed necessary.

Be advised as per North Dakota open records law that applications may be released to the public if requested except for portions subject to NDCC 44-04-18.4 pertaining to confidentiality of trade secret, proprietary, commercial and financial information.

Certification and Authorization

I/We certify that all information set forth in this application is a true representation of the facts pertaining to the proposing business for the purpose of obtaining funding under the Bismarck Vision Fund.

I/We understand and acknowledge that any willful misrepresentation of the information contained in this application could result in disqualification from the program, requiring any funds already disbursed to be repaid in full to the City of Bismarck.

The undersigned specifically authorizes the Bismarck Mandan Chamber EDC or its representatives to conduct a background check on the applicant, including the checking of references and the verification of any information on the application.

I understand that personal and/or business information may be requested pursuant to this applicant for an incentive and I hereby give my consent for such information to be provided to the Bismarck Mandan Chamber EDC, Vision Fund Committee, the City of Bismarck or its representatives. I also understand that the Bismarck Vision Fund Committee and the City of Bismarck retain the decision as to whether this incentive application is approved, disapproved, or modified. It is my right to accept or decline the incentive amount and terms approved by the program.

The applicant further certifies that he/she has read and understands the Bismarck Vision Fund Guidelines. The applicant must comply with all local, state and federal regulations. It is understood that all funding commitments are contingent upon the availability of program funds.

Release of Information

The applicant hereby authorizes any third party to release to the Bismarck Vision Fund and/or the Bismarck Mandan Chamber EDC without limit, any and all financial information regarding the applicant that is requested by the Bismarck Mandan Chamber EDC, its representatives or employees. Further, the applicant hereby authorizes release of said records and information by the Bismarck Mandan Chamber EDC to a third party, as deemed necessary by the Bismarck Mandan Chamber EDC, its representatives or employees.

All owners, officers or partners must sign this application.

Signatures:

Applicant/Business Owner

Date

Applicant/Business Owner

Date

Summary Project Description:

Superior Precast, LLC

We are opening a pre-cast, concrete foundation manufacturing facility, Superior Precast, LLC in the Bismarck area. We are purchasing a license from Superior Walls of America (SWA), who is an award-winning company and has been in the pre-cast concrete business since 1981. The pre-cast concrete foundations will provide a new and innovative concept to the decades old concept of simply pouring a concrete foundation. Our precast foundation systems will be used to construct newly built residential homes, modular/manufactured homes, and various commercial projects. Superior Precast, LLC will be manufacturing, selling, and installing the Xi Plus Wall panels. Each Xi Plus wall panel will be built in a climate-controlled environment by specially trained crews ensuring each panel will be built with precision and consistency throughout the entire production process, allowing us to deliver a superior foundation system. Superior Wall panels feature concrete stud facings for ease of drywall insulation along with built in holes to allow for wiring and plumbing. The built-in concrete studs allow room for the installation of additional insulation in the wall cavity if desired. Superior Precast will ensure each finished basement/foundation will be dry and energy efficient adding valuable living space at an affordable price. Because each foundation system is built inside a facility and then shipped to the home site, we will be able to build foundations year-round, as opposed to only the 6-7 months of the year North Dakota weather typically allows for concrete to be poured.

We will be following a proven business system, provided by Superior Walls of America, and will be able to "jump-start" the business by using our own customer base created by Verity Homes of Bismarck, LLC and Kreativ Homes, LLC. We feel with our home building companies' history, the leadership of our President, Mr. Arthur W. Goldammer, III and already having an initial customer base we are eliminating the majority of risk most investors face when starting a new company. We believe we are starting Superior Precast under the absolute best circumstances.

Is the Project located in a 'Targeted Distressed Community' based on one or more of the following criteria:

- ☐ Census tracts with poverty rates greater than 30%
- ☐ Census tracts with unemployment rates at least 1.5 times the national average
- ☐ Census tracts located in non-metropolitan counties
- ☒ SBA HUB Zone

- ☐ Brownfield sites
- ☐ Federally designated as Indian Reservations, Off-Reservation Trust Lands
- ☐ Federally designated as medically underserved
- ☐ Federally designated Promise Zones
- ☒ Other Federal designation: Explain Opportunity Zone
- ☐ FEMA areas: (please explain) _____
- ☒ Census Tract Identified as a Food Desert

Describe the impact/importance of the Project to the community in which it is located:

According to the NAHB (National Association of Home Builders) National Impact of Home Building and Remodeling report, building 1,000 single-family homes creates 2,900 full-time jobs and generates \$110.96 million in taxes and fees for all levels of government to support police, firefighters and schools. Similarly, building 1,000 average rental apartments generates 1,250 jobs and \$55.91 million in taxes and revenue for local, state and federal government. Moreover, \$10 million in remodeling expenditures creates 75 jobs and nearly \$3 million in taxes. Within just a few miles of where we are considering opening Superior Precast are the following community-based centers, which could help us with staffing, and we could help the community by giving those who need it a first, second or additional chance at successful employment. The Bismarck Transition Center (BTC), which is a comprehensive community-based correctional program designed to help eligible, non-violent offenders transition back into the community. It provides the necessary skills that aid male and female offenders in obtaining essentials such as employment and housing once they are released into society. Hope Manor - a safe space where adult men and women can heal from alcoholism and/or addictions. Heartview Foundations is a facility that offers a comprehensive array of top-quality, addiction evaluation, treatment and education services, and Dacotah Foundation which is a 501 (c) 3 non-profit organization dedicated to aiding those less fortunate. Superior Precast will not just be located in the community but will become an integral part of the community by helping create a stable work environment for LIP's that can easily become a career, and not just a job. The opportunity will provide advancement opportunities and a full range of medical, dental, vision and either a 401(k) or IRA savings program. Because of the stringent training requirements of the Franchisor, we will be providing all the training and necessary equipment to be employed at Superior Precast. Prior experience in concrete, foundation systems, or home building will

NOT be necessary in order to be employed, thereby increasing the opportunities for those without any meaningful work experience or specific professional skills.

Specify and discuss what benefits, on the job training, and or advancement opportunities will be available to LIPs/LICs and how will that be accomplished.

We will have the entire staff professionally trained, by Superior Walls of America, to maintain a specific level of quality. This training will be mandatory for all employees per the license agreement. On-the-job training will continue as needed either on a monthly, quarterly or annual basis. Advancement opportunities will be made available to all internal employees initially, utilizing a "promote from within" philosophy, before seeking to fill the jobs with personnel outside of the organization.

What is the developer's/project sponsor's track record in this community or in similar communities?

Arthur W. Goldammer, III is the founder and current President of **Verity Homes, Inc.**, which launched in 2006. His career in the construction industry, however, began when he founded **Goldammer Contracting** in 2002, a Bismarck-based firm dedicated to custom home and commercial construction, as well as home remodeling and improvement projects. He went on to create and lead VHI from a start-up in 2006 — during the start of the housing downturn — to one of the largest home building companies in central North Dakota. Under his direction, the company has since expanded to the eastern side of the state, opening a new custom home design center in Fargo in 2018, which earned national distinction as a “**Top 5 Design Studios in the US**” by the National Homebuilders Association. Today, Verity Homes offers customers in North Dakota's two major markets a personal home building experience no other competitor can match. Arthur's extensive experience in the construction industry goes back to his childhood, when he could be seen wearing around his first tool belt and swinging a toy hammer. His passion for construction never wavered, and in fact it grew to include delivering personal, customer-focused experiences that competitors now try to duplicate. Arthur has spent the bulk of his professional career managing, developing and growing his various construction firms and company portfolios. His roles and duties include negotiating land acquisition, land development, product development, capital procurement and staff coaching & training, as well as his many other responsibilities. Arthur attended the University of Mary for four years prior to venturing out into the business arena. In the few hours he allows himself away from the work desk, Arthur loves to get out and enjoy the great outdoors with his wife, Rachel Goldammer.

Is this project part of a comprehensive redevelopment effort contained in a local government's economic development plan? Provide the name and report date.

Together 2045 – Bismarck's Comprehensive Plan 2016

Infill: Vacant and Developable Parcels

There are currently 1,766 parcels in the City of Bismarck that are vacant and considered to be developable. This means that they are not

encumbered by any severe restrictions, such as extreme topography, utility easements, zoning non-conformance, or floodway area that would render them undevelopable, or at least not developable without high cost or legal revisions. These parcels also have no development or current recognized use.

These "infill parcels" have the potential to absorb a significant portion of projected demand for new growth. A model has been developed with density assumptions by zoning, or the current Future Land Use Plan for areas within the city remaining within the Agricultural zoning district. A total of 12 years of population growth and 16 years of employment growth can be absorbed without any changes to city limits

Is the project likely to catalyze additional investment in this community?
Describe the project(s) and the estimated additional capital that will flow into the community.

Yes. As we continue to pursue our goals as a land development and home building organization, Superior Precast will enable us to become a more efficient and vertically integrated company which will ultimately help us improve our bottom line, and build a higher quality, less expensive home. This will translate to a higher percentage of home ownership within the community. According to www.myhome.freddiemac.com, "Our founding fathers linked the notion of property ownership to security, a stake in the ground, and general happiness. The same applies today as homeownership remains the cornerstone of the American Dream – providing families with a sense of emotional and financial stability and, historically, boosting household wealth through equity and appreciation over time. Homeownership plays a vital role in helping to build strong, stable communities. In addition to it bolstering your community's treasury through taxes, research shows the many social benefits it provides, including increased volunteerism, improved health, and less crime."

According to Habitat for Humanity, homeownership is a crucial foundation for helping low-income families find a path out of poverty. When they move out of substandard housing and into simple, decent, affordable homes, homeowners and their families frequently improve

their health, educational attainment, safety and personal wealth. Homeownership leads to greater educational achievements. Children of homeowners are significantly more likely to stay in school until age 17 than children of renters, especially in low-income households, according to a study in the Journal of Urban Economics. Children in homeownership families outperform children in renting families in both math and reading achievement tests, even when other factors are the same. These children will have fewer behavioral problems, higher educational attainment and greater future earnings, according to a study by an Ohio State University economist. A 2011 survey of U.S. Habitat homeowners by the University of Southern Indiana found that 57 percent of adults in the households were furthering their education. The graduation rate for children of homeowners is 19 percent higher than for renters, and they are twice as likely to acquire some postsecondary education, according to a study in a journal published by the Federal Reserve Bank of New York. Homeownership provides better security and safety. A study of violent crime in New York City suburbs found that homeownership status significantly reduced a household's incidence of crime. Another study showed that homeowners have significantly less risk of being subject to a violent assault. According to a survey of more than 400 Habitat homeowners in Minnesota conducted by Wilder Research of St. Paul, 83 percent consider their children safer after the family's move into a Habitat home. A 2011 national survey of Habitat homeowners by the University of Southern Indiana found that 84 percent felt safe in their neighborhoods.

Our goal at Superior Precast will be to build a new home faster and less expensively than the current market and building practices will allow. By being able to build homes faster and less expensively we will be making the dream of home ownership more affordable to a greater number of people. We will also be working in the Build-For-Rent space where we will be able to build rentals more efficiently and for less money, meaning we can offer quality-built homes for rent to those making less money, or too those who otherwise do not qualify to buy a new home.

Exhibit A: Superior Precast

LOAN NUMBER		PAGE
LOAN TYPE		
LEAD BANK		

NOTE: The borrower and originating lender should be aware that the fund will provide a set stream of subsidy payments (interest buydown) based upon the payment schedule below. The amount of the borrower's payment, the amortization and all other terms of the loan shall be governed by the promissory note. The balances shown here, other than the specific buydown amounts, are intended for illustrative purposes only.

Buydown Account Details

INTEREST BUYDOWN AMOUNT	\$769,230.81
BND BUYDOWN AMOUNT	\$500,000.00
COMMUNITY BUYDOWN AMT	\$269,230.81
PRESENT VALUE BND	\$444,936.07
PRESENT VALUE COMMUNITY	\$239,580.89
CREATED DATE	6/6/2023
PRINCIPAL	\$2,750,000.00
YIELD RATE	7.0000
BORROWING RATE	3.2500
AMORTIZATION	240
PAYMENT	\$21,489.55

Loan without buydown					Loan with buydown					Interest Buydown				
#	Payment	Principal	Interest	Balance	#	Payment	Principal	Interest	Balance	#	Int. Buydown	BND (65.00%)	Comm. (35.00%)	
1	\$21,489.55	\$5,447.88	\$16,041.67	\$2,744,582.12	1	\$12,896.80	\$5,447.88	\$7,447.92	\$2,744,582.12	1	\$8,593.76	\$5,595.94	\$3,007.81	
2	\$21,489.55	\$4,946.00	\$16,543.55	\$2,739,606.12	2	\$12,828.83	\$4,946.00	\$7,880.83	\$2,739,606.12	2	\$8,682.62	\$5,760.70	\$3,101.92	
3	\$21,489.55	\$4,975.81	\$16,513.74	\$2,734,630.31	3	\$12,842.90	\$4,975.81	\$7,867.09	\$2,734,630.31	3	\$8,646.85	\$5,750.32	\$3,096.33	
4	\$21,489.55	\$5,537.54	\$15,952.01	\$2,729,092.77	4	\$12,843.83	\$5,537.54	\$7,406.29	\$2,729,092.77	4	\$8,645.72	\$5,554.72	\$2,991.00	
5	\$21,489.55	\$5,039.19	\$16,450.36	\$2,724,053.58	5	\$12,876.86	\$5,039.19	\$7,637.67	\$2,724,053.58	5	\$8,612.69	\$5,728.25	\$3,094.44	
6	\$21,489.55	\$5,599.24	\$15,890.31	\$2,718,454.34	6	\$12,976.86	\$5,599.24	\$7,377.64	\$2,718,454.34	6	\$8,512.67	\$5,533.24	\$2,979.43	
7	\$21,489.55	\$5,103.31	\$16,386.24	\$2,713,351.03	7	\$12,711.21	\$5,103.31	\$7,607.80	\$2,713,351.03	7	\$8,778.34	\$5,705.82	\$3,072.42	
8	\$21,489.55	\$5,134.07	\$16,355.48	\$2,708,216.96	8	\$12,727.69	\$5,134.07	\$7,593.82	\$2,708,216.96	8	\$8,761.86	\$5,695.21	\$3,066.65	
9	\$21,489.55	\$6,218.22	\$15,271.33	\$2,701,998.74	9	\$13,308.48	\$6,218.22	\$7,090.26	\$2,701,998.74	9	\$8,181.07	\$5,317.70	\$2,883.37	
10	\$21,489.55	\$5,202.50	\$16,287.05	\$2,696,796.24	10	\$12,764.34	\$5,202.50	\$7,561.84	\$2,696,796.24	10	\$8,725.21	\$5,671.39	\$3,053.82	
11	\$21,489.55	\$5,758.24	\$15,731.31	\$2,691,038.00	11	\$13,062.06	\$5,758.24	\$7,303.82	\$2,691,038.00	11	\$8,427.49	\$5,477.87	\$2,946.82	
12	\$21,489.55	\$5,268.57	\$16,220.98	\$2,685,769.43	12	\$12,799.74	\$5,268.57	\$7,531.17	\$2,685,769.43	12	\$8,688.81	\$5,648.38	\$3,041.43	
13	\$21,489.55	\$5,822.56	\$16,666.99	\$2,679,946.87	13	\$13,086.52	\$5,822.56	\$7,273.96	\$2,679,946.87	13	\$8,393.03	\$5,455.47	\$2,937.56	
14	\$21,489.55	\$5,336.43	\$16,154.12	\$2,674,611.44	14	\$12,836.56	\$5,336.43	\$7,500.13	\$2,674,611.44	14	\$8,653.99	\$5,625.09	\$3,028.80	
15	\$21,489.55	\$5,367.69	\$16,121.98	\$2,669,243.85	15	\$12,852.79	\$5,367.69	\$7,486.20	\$2,669,243.85	15	\$8,636.78	\$5,613.89	\$3,022.87	
16	\$21,489.55	\$5,918.96	\$15,570.59	\$2,663,324.89	16	\$13,148.16	\$5,918.96	\$7,228.20	\$2,663,324.89	16	\$8,341.39	\$5,421.80	\$2,918.49	
17	\$21,489.55	\$5,436.82	\$16,053.83	\$2,657,889.27	17	\$12,889.23	\$5,435.62	\$7,453.61	\$2,657,889.27	17	\$8,600.32	\$5,590.21	\$3,010.11	
18	\$21,489.55	\$5,985.20	\$15,504.35	\$2,651,904.07	18	\$13,183.65	\$5,985.20	\$7,198.45	\$2,651,904.07	18	\$8,398.84	\$5,398.84	\$2,907.06	
19	\$21,489.55	\$5,504.46	\$16,985.09	\$2,646,399.61	19	\$12,926.11	\$5,504.46	\$7,421.85	\$2,646,399.61	19	\$8,563.44	\$5,566.24	\$2,997.20	
20	\$21,489.55	\$5,537.64	\$15,951.91	\$2,640,861.97	20	\$12,843.88	\$5,537.64	\$7,408.24	\$2,640,861.97	20	\$8,545.67	\$5,554.69	\$2,990.89	

21	\$21,489.55	\$7,111.52	\$14,378.03	\$2,633,750.45	21	\$13,787.03	\$7,111.52	\$6,675.51	\$2,633,750.45	21	\$7,702.52	\$5,006.64	\$2,695.88
22	\$21,489.55	\$5,613.89	\$15,679.66	\$2,628,136.56	22	\$12,984.73	\$5,613.89	\$7,370.84	\$2,628,136.56	22	\$6,504.82	\$5,528.13	\$2,976.69
23	\$21,489.55	\$5,158.75	\$15,330.80	\$2,621,977.81	23	\$13,276.62	\$6,158.75	\$7,117.87	\$2,621,977.81	23	\$6,212.93	\$5,398.40	\$2,974.53
24	\$21,489.55	\$5,684.85	\$15,804.70	\$2,616,292.96	24	\$13,022.75	\$5,684.85	\$7,337.90	\$2,616,292.96	24	\$6,468.80	\$5,503.42	\$2,963.38
25	\$21,489.55	\$8,227.84	\$15,267.71	\$2,610,065.12	25	\$13,313.63	\$8,227.84	\$7,085.79	\$2,610,065.12	25	\$6,175.92	\$5,314.35	\$2,861.57
26	\$21,489.55	\$5,756.86	\$15,732.89	\$2,604,308.46	26	\$13,061.22	\$5,756.86	\$7,304.56	\$2,604,308.46	26	\$6,428.33	\$5,478.41	\$2,949.92
27	\$21,489.55	\$5,791.36	\$15,698.19	\$2,598,517.10	27	\$13,079.81	\$5,791.36	\$7,288.45	\$2,598,517.10	27	\$6,408.74	\$5,468.33	\$2,944.91
28	\$21,489.55	\$8,331.53	\$15,156.02	\$2,592,185.57	28	\$13,366.18	\$8,331.53	\$7,037.65	\$2,592,185.57	28	\$6,120.37	\$5,278.24	\$2,842.13
29	\$21,489.55	\$5,884.43	\$15,625.12	\$2,586,321.14	29	\$13,118.95	\$5,884.43	\$7,254.52	\$2,586,321.14	29	\$6,370.60	\$5,440.89	\$2,929.71
30	\$21,489.55	\$8,402.86	\$15,086.87	\$2,579,818.46	30	\$13,407.30	\$8,402.86	\$7,004.62	\$2,579,818.46	30	\$6,082.25	\$5,253.46	\$2,828.79
31	\$21,489.55	\$5,938.37	\$15,551.18	\$2,573,980.09	31	\$13,156.66	\$5,938.37	\$7,220.19	\$2,573,980.09	31	\$6,330.99	\$5,415.14	\$2,915.85
32	\$21,489.55	\$5,974.17	\$15,515.38	\$2,568,005.92	32	\$13,177.74	\$5,974.17	\$7,203.57	\$2,568,005.92	32	\$6,311.81	\$5,402.68	\$2,909.13
33	\$21,489.55	\$7,508.16	\$13,981.37	\$2,560,487.74	33	\$13,989.53	\$7,508.16	\$6,491.35	\$2,560,487.74	33	\$7,490.02	\$4,868.51	\$2,821.51
34	\$21,489.55	\$8,055.44	\$15,434.11	\$2,554,442.30	34	\$13,221.28	\$8,055.44	\$7,165.84	\$2,554,442.30	34	\$6,268.27	\$5,374.38	\$2,893.89
35	\$21,489.55	\$6,588.64	\$14,900.91	\$2,547,853.66	35	\$13,506.92	\$6,588.64	\$6,918.28	\$2,547,853.66	35	\$7,082.63	\$5,168.71	\$2,793.92
36	\$21,489.55	\$6,131.65	\$15,357.90	\$2,541,722.01	36	\$13,262.10	\$6,131.65	\$7,130.45	\$2,541,722.01	36	\$6,227.45	\$5,347.84	\$2,879.81
37	\$21,489.55	\$8,662.84	\$14,826.71	\$2,535,059.17	37	\$13,546.67	\$8,662.84	\$6,883.83	\$2,535,059.17	37	\$7,942.88	\$5,162.87	\$2,780.01
38	\$21,489.55	\$6,208.78	\$15,280.77	\$2,528,850.39	38	\$13,303.42	\$6,208.78	\$7,094.84	\$2,528,850.39	38	\$6,166.13	\$5,320.98	\$2,865.15
39	\$21,489.55	\$6,246.20	\$15,243.35	\$2,522,604.19	39	\$13,323.47	\$6,246.20	\$7,077.27	\$2,522,604.19	39	\$6,166.08	\$5,307.95	\$2,858.13
40	\$21,489.55	\$8,774.36	\$14,715.19	\$2,515,829.83	40	\$13,606.41	\$8,774.36	\$6,724.36	\$2,515,829.83	40	\$7,893.14	\$5,124.04	\$2,759.10
41	\$21,489.55	\$6,324.69	\$15,164.86	\$2,509,505.14	41	\$13,365.52	\$6,324.69	\$7,040.83	\$2,509,505.14	41	\$6,124.03	\$5,280.62	\$2,843.41
42	\$21,489.55	\$6,850.77	\$14,936.78	\$2,502,654.37	42	\$13,947.35	\$6,850.77	\$6,786.58	\$2,502,654.37	42	\$7,842.20	\$5,097.43	\$2,744.77
43	\$21,489.55	\$8,404.11	\$15,085.44	\$2,498,250.26	43	\$13,408.06	\$8,404.11	\$7,003.95	\$2,498,250.26	43	\$6,081.49	\$5,252.97	\$2,828.52
44	\$21,489.55	\$6,442.71	\$16,046.84	\$2,489,807.55	44	\$13,428.74	\$6,442.71	\$6,986.03	\$2,489,807.55	44	\$6,080.81	\$5,239.53	\$2,821.28
45	\$21,489.55	\$7,933.93	\$13,556.62	\$2,481,873.62	45	\$14,227.61	\$7,933.93	\$6,293.88	\$2,481,873.62	45	\$7,261.94	\$4,720.26	\$2,641.68
46	\$21,489.55	\$8,529.37	\$14,960.18	\$2,475,344.25	46	\$13,476.17	\$8,529.37	\$6,945.80	\$2,475,344.25	46	\$8,014.38	\$5,209.35	\$2,805.03
47	\$21,489.55	\$7,050.04	\$14,439.51	\$2,468,294.21	47	\$13,754.10	\$7,050.04	\$6,704.06	\$2,468,294.21	47	\$7,735.45	\$5,028.04	\$2,707.41
48	\$21,489.55	\$6,611.22	\$14,878.33	\$2,461,862.89	48	\$13,519.02	\$6,611.22	\$6,907.80	\$2,461,862.89	48	\$7,970.53	\$5,180.84	\$2,789.69
49	\$21,489.55	\$7,129.73	\$14,559.82	\$2,454,553.26	49	\$13,798.79	\$7,129.73	\$6,667.06	\$2,454,553.26	49	\$7,692.76	\$5,000.29	\$2,692.47
50	\$21,489.55	\$6,894.05	\$14,795.50	\$2,447,859.21	50	\$13,583.39	\$6,894.05	\$6,869.34	\$2,447,859.21	50	\$7,924.16	\$5,152.00	\$2,774.16
51	\$21,489.55	\$6,734.40	\$14,755.15	\$2,441,124.81	51	\$13,586.01	\$6,734.40	\$6,850.51	\$2,441,124.81	51	\$7,904.59	\$5,137.95	\$2,766.59
52	\$21,489.55	\$7,249.66	\$14,239.89	\$2,433,875.15	52	\$13,661.04	\$7,249.66	\$6,611.38	\$2,433,875.15	52	\$7,628.51	\$4,956.53	\$2,669.88
53	\$21,489.55	\$6,818.69	\$14,870.88	\$2,427,056.46	53	\$13,630.16	\$6,818.69	\$6,811.47	\$2,427,056.46	53	\$7,859.39	\$5,108.60	\$2,750.79
54	\$21,489.55	\$7,331.72	\$14,157.83	\$2,419,724.74	54	\$13,905.00	\$7,331.72	\$6,573.28	\$2,419,724.74	54	\$7,564.55	\$4,829.96	\$2,654.59
55	\$21,489.55	\$6,903.99	\$14,595.56	\$2,412,820.75	55	\$13,675.86	\$6,903.99	\$6,771.87	\$2,412,820.75	55	\$7,813.89	\$5,078.90	\$2,734.79
56	\$21,489.55	\$6,945.60	\$14,543.95	\$2,405,875.15	56	\$13,686.15	\$6,945.60	\$6,752.55	\$2,405,875.15	56	\$7,791.40	\$5,064.41	\$2,726.99
57	\$21,489.55	\$7,923.09	\$13,566.46	\$2,397,962.06	57	\$14,221.80	\$7,923.09	\$6,298.71	\$2,397,962.06	57	\$7,267.75	\$4,724.04	\$2,543.71
58	\$21,489.55	\$7,035.23	\$14,454.32	\$2,390,916.83	58	\$13,745.16	\$7,035.23	\$6,710.93	\$2,390,916.83	58	\$7,743.39	\$5,033.20	\$2,710.19
59	\$21,489.55	\$7,542.54	\$13,941.01	\$2,383,374.29	59	\$14,017.94	\$7,542.54	\$6,475.40	\$2,383,374.29	59	\$7,471.61	\$4,866.55	\$2,615.08
60	\$21,489.55	\$7,123.10	\$14,386.45	\$2,376,251.19	60	\$13,932.24	\$7,123.10	\$6,670.14	\$2,376,251.19	60	\$7,696.31	\$5,002.60	\$2,683.71
61	\$21,489.55	\$7,628.06	\$13,861.47	\$2,368,623.11	61	\$14,065.76	\$7,628.06	\$6,435.68	\$2,368,623.11	61	\$7,425.78	\$4,826.76	\$2,599.03
62	\$21,489.55	\$7,212.02	\$14,277.53	\$2,361,411.09	62	\$13,640.87	\$7,212.02	\$6,628.85	\$2,361,411.09	62	\$7,648.68	\$4,971.64	\$2,677.04
63	\$21,489.55	\$7,254.95	\$14,234.06	\$2,354,155.60	63	\$13,664.16	\$7,254.95	\$6,608.67	\$2,354,155.60	63	\$7,625.39	\$4,956.50	\$2,668.69
64	\$21,489.55	\$7,756.96	\$13,732.57	\$2,346,398.62	64	\$14,132.82	\$7,756.96	\$6,375.84	\$2,346,398.62	64	\$7,396.73	\$4,781.87	\$2,574.66
65	\$21,489.55	\$7,345.98	\$14,143.57	\$2,339,052.64	65	\$13,912.64	\$7,345.98	\$6,566.66	\$2,339,052.64	65	\$7,576.91	\$4,924.99	\$2,651.92
66	\$21,489.55	\$7,845.08	\$13,644.47	\$2,331,207.56	66	\$14,180.01	\$7,845.08	\$6,334.93	\$2,331,207.56	66	\$7,309.54	\$4,751.20	\$2,558.34
67	\$21,489.55	\$7,437.55	\$14,052.00	\$2,323,770.01	67	\$13,961.69	\$7,437.55	\$6,524.14	\$2,323,770.01	67	\$7,527.86	\$4,893.11	\$2,634.75
68	\$21,489.55	\$7,482.38	\$14,007.17	\$2,316,287.63	68	\$13,985.71	\$7,482.38	\$6,503.33	\$2,316,287.63	68	\$7,503.84	\$4,877.50	\$2,626.94
69	\$21,489.55	\$9,878.65	\$12,610.50	\$2,307,408.98	69	\$14,733.71	\$9,878.65	\$6,855.06	\$2,307,408.98	69	\$6,755.64	\$4,391.30	\$2,364.54
70	\$21,489.55	\$7,581.00	\$13,905.55	\$2,299,827.98	70	\$14,038.54	\$7,581.00	\$6,457.54	\$2,299,827.98	70	\$7,451.01	\$4,843.16	\$2,607.85
71	\$21,489.55	\$8,073.89	\$13,415.66	\$2,291,754.09	71	\$14,302.59	\$8,073.89	\$6,228.70	\$2,291,754.09	71	\$7,186.86	\$4,671.52	\$2,515.44

72	\$21,489.55	\$7,675.37	\$13,614.18	\$2,284,078.72
73	\$21,489.55	\$8,165.76	\$13,323.79	\$2,275,912.96
74	\$21,489.55	\$7,770.65	\$13,718.70	\$2,268,142.11
75	\$21,489.55	\$7,817.69	\$13,671.86	\$2,260,324.42
76	\$21,489.55	\$8,304.32	\$13,185.23	\$2,252,020.10
77	\$21,489.55	\$7,914.87	\$13,574.68	\$2,244,105.23
78	\$21,489.55	\$8,398.94	\$13,090.61	\$2,235,706.29
79	\$21,489.55	\$8,013.21	\$13,478.34	\$2,227,693.08
80	\$21,489.55	\$8,061.51	\$13,428.04	\$2,219,631.57
81	\$21,489.55	\$9,404.89	\$12,084.66	\$2,210,226.68
82	\$21,489.55	\$8,166.79	\$13,322.76	\$2,202,059.89
83	\$21,489.55	\$8,644.20	\$12,645.35	\$2,193,415.69
84	\$21,489.55	\$8,268.13	\$13,221.42	\$2,185,147.56
85	\$21,489.55	\$8,742.86	\$12,746.69	\$2,176,404.70
86	\$21,489.55	\$8,370.67	\$13,118.88	\$2,168,034.03
87	\$21,489.55	\$8,421.12	\$13,066.43	\$2,159,812.91
88	\$21,489.55	\$8,891.81	\$12,597.74	\$2,150,721.10
89	\$21,489.55	\$8,525.48	\$12,964.07	\$2,142,195.62
90	\$21,489.55	\$8,993.41	\$12,496.14	\$2,133,202.21
91	\$21,489.55	\$8,631.08	\$12,858.47	\$2,124,571.13
92	\$21,489.55	\$8,683.11	\$12,806.44	\$2,115,888.02
93	\$21,489.55	\$9,989.72	\$11,519.63	\$2,105,918.30
94	\$21,489.55	\$8,795.54	\$12,894.01	\$2,097,122.76
95	\$21,489.55	\$9,256.33	\$12,233.22	\$2,087,866.43
96	\$21,489.55	\$8,904.36	\$12,585.19	\$2,078,962.07
97	\$21,489.55	\$9,382.27	\$12,127.28	\$2,069,599.80
98	\$21,489.55	\$9,014.46	\$12,475.09	\$2,060,585.34
99	\$21,489.55	\$9,068.80	\$12,420.75	\$2,051,516.54
100	\$21,489.55	\$9,522.37	\$11,967.18	\$2,041,994.17
	\$2,148,955.00	\$708,005.83	\$1,440,949.17	

72	\$14,089.10	\$7,675.37	\$6,413.73	\$2,284,078.72
73	\$14,351.81	\$8,165.76	\$6,186.05	\$2,275,912.96
74	\$14,140.25	\$7,770.65	\$6,369.40	\$2,268,142.11
75	\$14,166.34	\$7,817.69	\$6,347.65	\$2,260,324.42
76	\$14,428.03	\$8,304.32	\$6,121.71	\$2,252,020.10
77	\$14,271.40	\$7,914.87	\$6,302.53	\$2,244,105.23
78	\$14,476.72	\$8,398.94	\$6,077.76	\$2,235,706.29
79	\$14,270.08	\$8,013.21	\$6,296.87	\$2,227,693.08
80	\$14,295.86	\$8,061.51	\$6,234.45	\$2,219,631.57
81	\$15,015.63	\$9,404.89	\$5,610.74	\$2,210,226.68
82	\$14,352.36	\$8,166.79	\$5,185.57	\$2,202,059.89
83	\$14,608.11	\$8,644.20	\$5,963.91	\$2,193,415.69
84	\$14,406.65	\$8,268.13	\$6,138.52	\$2,185,147.56
85	\$14,660.97	\$8,742.86	\$6,918.11	\$2,176,404.70
86	\$14,461.58	\$8,370.67	\$6,080.91	\$2,168,034.03
87	\$14,486.61	\$8,421.12	\$6,067.49	\$2,159,812.91
88	\$14,740.76	\$8,891.81	\$5,848.95	\$2,150,721.10
89	\$14,544.51	\$8,525.48	\$6,018.03	\$2,142,195.62
90	\$14,795.19	\$8,993.41	\$5,801.78	\$2,133,202.21
91	\$14,601.08	\$8,631.08	\$5,970.00	\$2,124,571.13
92	\$14,628.96	\$8,683.11	\$5,945.85	\$2,115,888.02
93	\$15,318.21	\$9,989.72	\$5,348.49	\$2,105,918.30
94	\$14,588.19	\$8,795.54	\$5,893.85	\$2,097,122.76
95	\$14,936.04	\$9,256.33	\$5,678.71	\$2,087,866.43
96	\$14,747.48	\$8,904.36	\$5,843.12	\$2,078,962.07
97	\$14,982.79	\$9,382.27	\$5,630.52	\$2,069,599.80
98	\$14,806.47	\$9,014.46	\$5,792.01	\$2,060,585.34
99	\$14,835.58	\$9,068.80	\$5,766.78	\$2,051,516.54
100	\$15,078.56	\$9,522.37	\$5,556.19	\$2,041,994.17
	\$1,377,017.97	\$708,005.83	\$689,012.14	

72	\$7,400.45	\$4,810.29	\$2,590.16
73	\$7,137.74	\$4,639.53	\$2,498.21
74	\$7,349.30	\$4,777.04	\$2,572.26
75	\$7,324.21	\$4,760.74	\$2,563.47
76	\$7,063.52	\$4,591.29	\$2,472.23
77	\$7,272.16	\$4,728.90	\$2,545.25
78	\$7,012.83	\$4,558.34	\$2,454.49
79	\$7,219.47	\$4,692.68	\$2,528.81
80	\$7,193.59	\$4,675.83	\$2,517.76
81	\$6,473.92	\$4,208.05	\$2,285.87
82	\$7,137.19	\$4,639.17	\$2,498.02
83	\$6,681.44	\$4,432.94	\$2,408.50
84	\$7,082.90	\$4,603.86	\$2,390.00
85	\$6,628.58	\$4,438.58	\$2,290.00
86	\$7,027.97	\$4,568.18	\$2,459.79
87	\$7,000.94	\$4,550.61	\$2,450.33
88	\$6,748.79	\$4,388.71	\$2,362.08
89	\$6,514.28	\$4,514.28	\$2,430.76
90	\$6,694.36	\$4,351.33	\$2,343.03
91	\$6,688.47	\$4,477.51	\$2,410.86
92	\$6,660.59	\$4,459.38	\$2,401.21
93	\$6,171.34	\$4,011.37	\$2,159.87
94	\$6,600.36	\$4,420.23	\$2,380.13
95	\$6,553.51	\$4,382.35	\$2,289.73
96	\$6,742.07	\$4,392.35	\$2,269.72
97	\$6,498.76	\$4,222.89	\$2,273.87
98	\$6,683.08	\$4,344.00	\$2,339.08
99	\$6,653.87	\$4,325.08	\$2,328.89
100	\$3,704.77	\$2,408.10	\$1,298.67
	\$769,230.61	\$500,000.00	\$269,230.61

**BISMARCK VISION FUND APPLICATION - FORM 2**

Please complete and return to the Bismarck Mandan Chamber EDC
1640 Burnt Boat Drive, Bismarck, North Dakota 58503.

Applications will be reviewed by the Bismarck Vision Fund Committee.
Please allow 3 - 4 weeks for consideration.

GENERAL CONTACT INFORMATION				
Business Name: Superior Precast, LLC				
Business Address: 3100 North 14th Street				
City: Bismarck		State: ND		Zip Code: 58503
Project Address: 2512 Lockheed Drive				
City: Bismarck		State: ND		Zip Code: 58504
Contact: Arthur Goldammer				
Business Phone Number: 701-663-4117		Cell Number: 701-426-0197		
Federal Tax ID Number: 88-3910022				
E-Mail: arthur@verityhomes.com				
COMPANY INFORMATION				
Has the company or any of the principals ever been involved in bankruptcy? ☐ Yes ☒ No				
Plant/Facilities/Office Locations: 2512 Lockheed Drive (plant), 3100 N 14th St (office)				
Current Employees	Full-Time: 5	Avg. Salary: \$64,000/yr	Part-Time:	Avg. Salary:
Briefly outline employee benefits provided: Medical insurance, dental insurance, vision insurance, life insurance, and either a 401(k) or IRA. Paid vacation and sick leave.				
PRIMARY BANK ACCOUNT:				
Name: First Western Bank and Trust		Address: 304 East Front Avenue, Bismarck, ND 58504		
Telephone: 701-751-4704		Contact Person: Joel Kostelecky		
COMPANY ATTORNEY:				
Name: ABST Law		Address: 4132 30th Avenue South, Suite 100, Fargo, ND 58104		
Telephone: 701-235-3300		Contact Person: Ann Miller		
COMPANY BUSINESS/MARKETING CONSULTANT:				
Company Name:		Address:		
Telephone:		Contact Person:		

NOTE:

Individual(s)/firms listed in F, G, H, above, may be contacted unless you specifically request otherwise.



BISMARCK VISION FUND APPLICATION - FORM 2

Please complete and return to the Bismarck Mandan Chamber EDC
1640 Burnt Boat Drive, Bismarck, North Dakota 58503.

Applications will be reviewed by the Bismarck Vision Fund Committee.
Please allow 3 - 4 weeks for consideration.

List of Required Attachments:

- A. A completed Vision Fund Form 3 (Project financing breakdown).
- B. A completed Vision Fund Form 4 (Current and projected employment).
- C. A completed business plan to include two (2) years pro forma financial statements. (Only for New Business Ventures)
- D. If applying for a PACE or Flex PACE buy down, an amortization schedule from the Bank of North Dakota.

For any direct loans, other than PACE or Flex PACE buy down funding, from the Bismarck Vision Fund the following may be required:

- 1. Financial statements for the past three (3) fiscal years, including: balance sheets, income statements, statements of changes in financial position, and notes to financial statements.
- 2. Most recent interim financial statements (balance sheets, income statements, if available).
- 3. Federal tax returns filed by the business for the previous three years.
- 4. Pro forma balance sheet, income statement, and cash flow statement for the 24 months following the loan closing that shows the financial position of the business, including the proposed financing.
- 5. Signed personal financial statements dated as of the date of the application for any person who owns 20% or more interest in the business. In addition, include data privacy forms signed by each individual submitting personal financial statements. (Information Release form attached)
- 6. Any other information, including a key person insurance policy which may be available to secure the loans, which would assist us in processing your application as efficiently as possible.
- 7. Information concerning any pending or threatened litigation or administrative proceeding or any outstanding administration orders, judgment, or injunctions.



BISMARCK VISION FUND APPLICATION - FORM 3

Please complete and return to the Bismarck Mandan Chamber EDC
 1640 Burnt Boat Drive, Bismarck, North Dakota 58503.
 Applications will be reviewed by the Bismarck Vision Fund Committee.
 Please allow 3 - 4 weeks for consideration.

SOURCES

	Bismarck Vision Fund		Bank		Equity		Other		Total	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	
Land Acquisition			442,107						442,107	
Acquisition of/or improvements to building			6,074,142						6,074,142	
Acquisition of machinery or equipment ☐ new ☐ used			5,562,061						5,562,061	
Inventory Purchased			480,000						480,000	
Other	239,580		6,130,030		2,256,042	179%	37,733		8,663,385	
TOTALS:	239,580		18,688,340		2,256,042		37,733		21,221,695	

Please describe any Sources and/or Uses listed above as Other

"Equity Other" column includes an additional \$996,084 in additional equity, requested by participating lenders, to meet security collateralization requirements.

Please enclose copies of bids you have received which support the cost assumptions and commitment letters from banks or other institutions which support the itemization.



BISMARCK VISION FUND APPLICATION - FORM 4

Please complete and return to the Bismarck Mandan Chamber EDC
1640 Burnt Boat Drive, Bismarck, North Dakota 58503.
Applications will be reviewed by the Bismarck Vision Fund Committee.
Please allow 3 - 4 weeks for consideration.

CURRENT AND PROJECTED EMPLOYMENT

Type of Employment	Existing Jobs as of Application Date:		Employment Projections 1st Year		Employment Projections 2nd Year		Employment Projections 3rd Year		Current Average Wage/Salary	Average Starting Wage/Salary (only for projected new employees)
	FT:	PT:	FT:	PT:	FT:	PT:	FT:	PT:		
Professional	1		2		2		2		\$80,000/yr	\$80,000/yr
Managerial	2		2		3		4		\$65,000/yr	\$60,000/yr
Technical	2		24				30		\$55,000/yr	\$45,000/yr
TOTALS:	5		28		31		36		\$64,000/yr	\$49,000/yr

Salary and benefit total amounts should be provided for each job category. Do salary and wage employees receive same benefits? ☒ Yes ☐ No

If no, please explain any differences.

The data which you supply to the Bismarck Vision Fund will be used to assess your firm's qualifications for a business loan. We will not be able to process your financial application without it. There is a possibility this data might constitute a public record if and when a loan is approved, and, at this time, the data may be examined by anyone.

The undersigned says he/she is duly authorized to verify the foregoing application, that he/she has read the same and is familiar with the statements contained herein and that the same are true in substance and in fact. The undersigned specifically authorizes the Bismarck Vision Fund to do a background check on the applicant, including the checking of references and the verification of any information on the application.

Signature of Officer of Applicant or Owner if Sole Proprietor

Date

Title



Engineering Department

DATE: April 23, 2024

FROM: Gabe Schell, City Engineer

ITEM: Street Light and Traffic Signal Project SV 76

REQUEST:

Consider a request to receive bids and award contract for Street Light and Traffic Signal Project SV 76.

BACKGROUND INFORMATION:

Street Light and Traffic Signal Project SV 76 consists of one unit of traffic signal cabinet replacement, consisting of replacing the traffic signal controller cabinet for the intersection of LaSalle Drive and US Hwy 83.

The engineer's estimate for the construction of this project was \$67,700; the 2024 CIP programmed cost for this project was \$110,000. Bids will be received on April 22, 2024. The bid summary and project budget will be distributed prior to the commission meeting.

Project Schedule

Receipt and Opening of Bids

Award of Bid

Project Completion

April 22, 2024

April 23, 2024

November 15, 2024

RECOMMENDED CITY COMMISSION ACTION:

Receive bids and award for a contract for Street Light and Traffic Signal Project SV 76.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

None



Administration Department

DATE: April 23, 2024

FROM: Jason Tomanek, City Administrator

ITEM: Bismarck Event Center - Plans to Move Forward

REQUEST:

Consider and discuss options moving forward with the Bismarck Event Center director position.

BACKGROUND INFORMATION:

City Administrator Tomanek is seeking feedback and direction from the City Commission on how best to move forward with the Event Center, the director position, and the topic of a third-party management company.

Options to consider include the following:

1. Do nothing and continue to operate with an Acting Director in place.
2. Work with the Human Resources Department to post the position and accept applications to fill the position with a new full-time director.
3. Explore options relating to a Request for Qualifications to solicit a third-party to manage and operate the Event Center.
4. Other actions as determined by consensus of the Commission.

RECOMMENDED CITY COMMISSION ACTION:

Consider the options and direct City Administration on the best course of action and appropriate next steps.

STAFF CONTACT INFORMATION:

Jason Tomanek, City Administrator, 701-355-1300, jtomanek@bismarcknd.gov

ATTACHMENTS:

None



Administration Department

DATE: April 23, 2024

FROM: Jason Tomanek, City Administrator

ITEM: City Budget Committee Composition

REQUEST:

Consider the request to identify a new commissioner to handle the Finance Portfolio for the development of the 2025 budget.

BACKGROUND INFORMATION:

Commissioner Steve Marquardt is not seeking re-election, his term as a commissioner will end in June 2024. Commissioner Marquardt has held the Finance Portfolio and been a member of the City Budget Committee since 2016. Given the time and understanding necessary to help support the development of the budget, it would be appropriate to identify a commissioner whose term does not expire in 2024 to help fill the role on the Budget Committee and manage the Finance Portfolio.

RECOMMENDED CITY COMMISSION ACTION:

Discuss appropriate next steps and direct City staff as-necessary.

STAFF CONTACT INFORMATION:

Jason Tomanek, City Administrator, 701-355-1300, jtomanek@bismarcknd.gov

ATTACHMENTS:

None